2:00 PM

## **ROLL CALL**

### PRAYER AND PLEDGE OF ALLEGIANCE

## FILING OF THE JOURNAL

1. 202001054

ORDINANCE (EMERGENCY), submitted by Andrew Garth, Interim City Solicitor to Mayor John Cranley, on 8/3/2020, AUTHORIZING the City Manager to execute an Amendment to the 1973 City-SORTA Agreement for the transfer of funds from the Income Tax Transit Fund 759 and the transfer of real property to the Southwest Ohio Regional Transit Authority ("SORTA") on the condition of maintaining agreed upon minimum required service levels in the City of Cincinnati; AUTHORIZING the City Manager to perform an initial reconciliation of the Income Tax Transit Fund 759 upon expiration of the Transit Income Tax in October 2020 and to take steps to transfer the available portion of the unappropriated surplus of Income Tax Transit Fund 759 to SORTA in 2020, with future Transit Income Tax revenue to be transferred to SORTA upon final reconciliation of Fund 759 after final disposition of Transit Tax revenues and liabilities.

PASS EMERGENCY

**Sponsors:** Cranley

ORDINANCE, (EMERGENCY), submitted by Councilmember Seelbach, from Andrew Garth, Interim City Solicitor, AUTHORIZING the appropriation and transfer of additional funds for the Fiscal Year 2021 operating budget; AUTHORIZING the return to the unappropriated surplus of the General Fund 050 the sum of \$1,760,000 from Cincinnati Police Department operating budget account no. 050x222x7200, "Cincinnati Police Department Neighborhood Policing," for the purposes of making funds available to provide operating budget resources for the Cincinnati Bell Connector; AUTHORIZING the appropriation of the sum of \$693,750 from Fund 481,"Downtown South/Riverfront Equivalent," to the Cincinnati Police Department's non-personnel operating budget account no. 481x222x7200; AUTHORIZING thee appropriation of the sum of \$1,066,250 from Fund 483, "Downtown/OTR east Equivalent Fund," to the Cincinnati Police Department's non-personnel operating from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Fund 455, "Streetcar Operations," for the purpose of providing operating budget resources to operating budget of \$4,974,320 from Fund 455, "Streetcar Operations," for the Cincinnati Bell Connector requirements including for Fiscal Year 2021, the City of Cincinnati's direct contribution toward the Cincinnati Bell Connector's operating shortfall.

### PASS EMERGENCY

**Sponsors:** Budget and Finance Committee

### **3. 202000782**

**ORDINANCE** (EMERGENCY), dated 06/18/2020, submitted by Councilmember Seelbach, from Paula Boggs Muething, City Solicitor, APPROVING a \$4,974,320 operations and maintenance budget for the Cincinnati Bell Connector for fiscal year 2021; AUTHORIZING the transfer and return to source of \$934,000 from existing capital improvement program project no. 980x233x172378, "Streetcar System Maintenance and Repair," to Fund 455 "Streetcar Operations" for the purpose of providing operating budget resources to operate and maintain the Cincinnati Bell Connector; AUTORIZING the transfer of \$260,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Fund 455 "Streetcar Operations" for the purpose of providing operating budget resources to operate and maintain the Cincinnati Bell Connector; and AUTHORIZING the appropriation of \$3,474,320 from Fund 455 "Streetcar Operations," and the appropriation of \$1,500,000 from Fund 759, Streetcar Operations," and the appropriation of \$1,500,000 from Fund 759, "Income Tax-Transit" for the Cincinnati Bell Connector requirements including, for fiscal year 2021, the City of Cincinnati's direct contribution toward the Cincinnati Bell Connector's operating shortfall. \*\*\*(VETOED BY MAYOR JOHN CRANLEY ON 6/24/2020)

VETOED

**Sponsors:** Budget and Finance Committee

STATEMENT, (DECLARATION OF EMERGENCY) submitted by Mayor John Cranley, The ongoing COVID-19 pandemic presents emergency conditions and dangers to the public health and welfare without precedent in the past 100 years. After declaring a state of emergency and instituting severe measures to "flatten the curve," the State of Ohio has begun to reopen Ohio's economy, sector by sector, concluding that initial steps toward reopening can be safely taken in accordance with good hygiene and social distancing measures. Consistent wit the State's reopening efforts and at the request of the City Manager, I hereby amend, revise and tailor the existing COVID-19 declaration of emergency to this new phase of the response to the pandemic, pursuant to Article III of the Cincinnati Charter and Article XVIII of the Administrative Code of the City of Cincinnati. The emergency condition and danger that forms the basis for this amended and revised declaration is the ongoing public health emergency caused by the pandemic and the need to enable the safe reopening of the City including, but not limited to, reopening of retail businesses, restaurants and workplaces in the City. By this revised declaration, the Mayor retains emergency authority to issue orders under the limited circumstances necessary for the safe reopening of Cincinnati. This declaration is consistent with the statewide health emergency declared by Governor DeWine, the issuance of Ohio Department of Health's compulsory health orders and related guidelines and the fundamental need to protect vulnerable populations during this pandemic. This Order supersedes the March 11, 2020, emergency declaration as to any conflicts and hereby amends any such conflicts consistent with the provisions of this declaration. All emergency orders issued under the March 11, 2020, declaration are hereby terminated except for the Outdoor Street Dining and Social Distancing order dated May 12, 2020, a copy of which is attached to this declaration, which is extended. If extended, emergency orders shall continue in effect in accordance with the terms of Article XVIII of the Administrative Code. This amended and revised declaration shall be issued to the news media for the widest possible dissemination to the citizens of Cincinnati. This declaration shall be effective June 29, 2020.

APPROVE AND FILE

**Sponsors:** Cranley

## **5. 202001090**

MOTION by Mayor John Cranley, WE MOVE that the City Manager immediately allocate \$100,000 for increased outreach efforts to ensure that every Greater Cincinnati resident is counted in the 2020 Census. WE FURTHER MOVE that the City Manager is authorized to allocate these funds immediately and a moral obligation ordinance will be passed in September. These funds will be used for canvassing, rental and landlord outreach and targeted outreach in lowest performing Census tracts. (STATEMENT ATTACHED)

**BUDGET AND FINANCE COMMITTEE** 

**Sponsors:** Cranley

## **MAYOR CRANLEY**

**6.** <u>202000841</u> APPOINTMENT, submitted by Mayor John Cranley, I hereby appoint Olivia

McKinney to the City Planning Commission. Ms. McKinley is filling the unexpired term of Melissa Wideman and the term shall expire on March 14, 2023. This appointment is submitted to City Council for its advice and consent

pursuant to its Rules.

**CONFIRM** 

7. 202001080 REAPPOINTMENT, submitted by Mayor John Cranley, I hereby reappoint

Sandra Mosley to the Woodward High School Board of Trustees for a term of three years. This reappointment is submitted to City Council for its advice and

consent pursuant to its Rules.

HOLD ONE WEEK PURSUANT TO RULE OF COUNCIL

**Sponsors:** Cranley

8. 202001081 REAPPOINTMENT submitted by Mayor John Cranley, I hereby reappoint Teri

Spears to the Cincinnati Metropolitan Housing Authority (CMHA) Board of Commissioners for a term of five years. This reappointment is submitted to City

Council for its advice and consent pursuant to its Rules.

HOLD ONE WEEK PURSUANT TO RULE OF COUNCIL

**Sponsors:** Cranley

9. 202001082 REAPPOINTMENT submitted by Mayor John Cranley, I hereby reappoint Mark

(Zeek) Childers to the Citizen Complaint Authority Board for a term of two years. This reappointment is submitted to City Council for its advice and consent

pursuant to its Rules.

HOLD ONE WEEK PURSUANT TO RULE OF COUNCIL

**Sponsors:** Cranley

**10.** 202001083 REAPPOINTMENT submitted by Mayor John Cranley, I hereby reappoint Dr.

Joe N. Hackworth, MD to the Cincinnati Board of Health for a term of three years. This reappointment is submitted to City Council for its advice and consent

pursuant to its Rules.

HOLD ONE WEEK PURSUANT TO RULE OF COUNCIL

**Sponsors:** Cranley

11. 202001084 REAPPOINTMENT submitted by Mayor John Cranley, I hereby reappoint Greg

Landsman to the O-K-I Regional Council of Governments for a term of one year. This reappointment is submitted to City Council for its advice and consent

pursuant to its Rules.

HOLD ONE WEEK PURSUANT TO RULE OF COUNCIL

Sponsors: Cranley

12. 202001085 REAPPOINTMENT submitted by Mayor John Cranley, I hereby reappoint Ryan

Dupree to the Board of the Hamilton County Community Action Agency for a term of three years. This reappointment is submitted to City Council for its

advice and consent pursuant to its Rules.

HOLD ONE WEEK PURSUANT TO RULE OF COUNCIL

**Sponsors:** Cranley

## MR. LANDSMAN

13. 202001076 MOTION, dated 7/27/2020, submitted by Councilmember Landsman, Pursuant

to the rules of Council, I request appointment as a member of the Law and Public

Safety Committee.

MAJOR PROJECTS AND SMART GOVERNMENT COMMITTEE

**Sponsors:** Landsman

14. 202001077 MOTION dated 7/28/2020 submitted by Councilmember Landsman, when

residents call 911 with an emergency, call-takers currently have two options for dispatch: Police and Fire. However, many calls that got dispatched to Police are focused on citizens experiencing homelessness, addiction or those with mental and behavioral health issues. Other cities have improved safety and saved money for taxpayers by adding alternative options for call-takers and we should pursue similar approaches. (BALANCE OF MOTION ON FILE IN THE CLERK'S

OFFICE)

LAW AND PUBLIC SAFETY COMMITTEE

**Sponsors:** Landsman

MOTION, submitted by Councilmember Landsman, The Citizen Complaint Authority (CCA) is at the heart of the Collaborative Agreement but it faces two major challenges. The CCA has been understaffed and the submitted complaints are not being investigated and responded to in a timely manner. At one point, the CCA had a backlog of over 100 cases, including many excessive use-of-force complaints. Secondly, new data and reporting suggest that when the CCA does submit to the Administration and the Cincinnati Public Department (CPD), their findings and recommendations for the cases they have investigated appear to be largely ignored. (BALANCE OF MOTION ON FILE IN THE CLERK'S OFFICE)

LAW AND PUBLIC SAFETY COMMITTEE

**Sponsors:** Landsman

# **PASTOR**

16. <u>202001070</u>

ORDINANCE, submitted by Councilmember Pastor from Andrew W. Garth, Interim City Solicitor, on 7/28/2020, MODIFYING Title XIV, of the Cincinnati Municipal Code, "Zoning Code of the City of Cincinnati," by ORDAINING new Section 1421-14, "Urban Housing Overlay Districts," to enable Council to relieve minimum lot area density requirements with respect to residential uses in the areas it determines to be appropriate through the establishment of Urban Housing Overlay Districts; and further ESTABLISHING Urban Housing Overlay District #1, "Urban Core," over the Over-the-Rhine, Pendleton and Central Business District neighborhoods and certain portions of the West End and Mt. Auburn neighborhoods as an overlay district to relieve minimum lot area density requirements with respect to residential uses in the area.

**ECONOMIC GROWTH AND ZONING** 

**Sponsors:** Pastor

MR. SEELBACH

MOTION, dated 8/3/2020 submitted by Councilmembers Seelbach, Young, Kearney and Landsman, WE MOVE that the Administration cease all efforts and activities involved in the widening of Ezzard Charles Drive between Cutter Street and Central Avenue in the West End, including construction efforts led by third parties using city dollars.

WE FURTHER MOVE that the Administration present on the proposed widening in the Major Projects Committee this September before any construction begins. This meeting will allow residents who live directly along and around Ezzard to learn the details of this project and express their concerns and ask questions. (STATEMENT ATTACHED)

MAJOR PROJECTS AND SMART GOVERNMENT COMMITTEE

Sponsors: Seelbach

18. 202001068 COMMUNICATION, dated 8/4/2020 submitted by Councilmember Seelbach

from Jason Mickey, regarding widening of Ezzard Charles.

MAJOR PROJECTS AND SMART GOVERNMENT COMMITTEE

**Sponsors:** Seelbach

### MR. SMITHERMAN

**19. 202001074** 

ORDINANCE, (EMERGENCY) Ordinance, submitted by Vice Mayor Christopher Smitherman from Andrew W. Garth, Interim City Solicitor on 7/31/2020, TO SUBMIT to the electors of the City of Cincinnati an amendment to the Charter of the City to provide for the election of members of City Council by proportional representation by repealing exiting Sections 5, 5a, 7, 8, 11 and 12 of Article IX of the Charter and enacting new Sections 5, 5a, 7, 8, 11, 12 and 13.

Major Projects and Smart Government Committee

**Sponsors:** Smitherman

## CITY MANAGER

**20.** 202000869 REPORT, dated 08/05/2020, submitted by Paula Boggs Muething, Interim City

Manager, regarding Netting Beneath the Western Hills Viaduct. (REF

DOCUMENT #202000050)

BUDGET AND FINANCE COMMITTEE

21. 202000870 REPORT, dated 8/5/2020, submitted by Paula Boggs Muething, Interim City

Manager, regarding Special Event Permit Application for Hyde Park Art Show.

**FILE** 

**Sponsors:** City Manager

22. 202000865 REPORT, dated 08/05/2020, submitted by Paula Boggs Muething, Interim City

Manager, regarding Marijuana-Only Warnings/Citations/Arrests Monthly Report

for June 2020. (SEE DOCUMENT #201901197)

## LAW AND PUBLIC SAFETY COMMITTEE

**Sponsors:** City Manager

23. 202000909 ORDINANCE submitted by Paula Boggs Muething, Interim City Manager, on

8/5/2020, AUTHORIZING the City Manager to execute a Grant of Encroachment Easements in favor of K-S Realty Holdings, LLC pursuant to which the City of Cincinnati will grant encroachment easements for two out-swinging doors and steps located at 3044 Harrison Avenue that encroach upon portions of the Harrison Avenue and Ruehlman Place public rights-of-way

in the Westwood neighborhood of Cincinnati.

## **BUDGET AND FINANCE COMMITTEE**

24. 202000910 ORDINANCE submitted by Paula Boggs Muething, Interim City Manager, on

8/5/2020, AUTHORIZING the City Manager to execute a Grant of Easement in favor of Duke Energy Ohio, Inc., granting a utility easement over a portion of City-owned property generally located at 2284 Montana Avenue in the

Westwood neighborhood of Cincinnati.

**BUDGET AND FINANCE COMMITTEE** 

25. 202000944 ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim

City Manager, on 8/5/2020, ESTABLISHING new Fund No. 717, "Metropolitan Sewer District Retainage and Escrow Account," for the purpose of depositing and disbursing funds to vendors to cover retainage for capital improvement

projects.

**BUDGET AND FINANCE COMMITTEE** 

**26.** <u>202000947</u>

ORDINANCE submitted by Paula Boggs Muething, Interim City Manager, on 8/5/2020, AUTHORIZING the City Manager to accept, with gratitude, and appropriate donations in the amount of \$5,000 from the Clifton Town Meeting and \$5,000 from the Clifton Business & Professional Association to existing capital improvement program project account no. 980x232x202367, "Ormond & Ludlow Crosswalk," for the purpose of providing resources for the installation of a new marked crosswalk and ADA accessible ramps at Ludlow Avenue and Ormond Avenue.

**BUDGET AND FINANCE COMMITTEE** 

**Sponsors:** City Manager

**27. 202000985** 

ORDINANCE submitted by Paula Boggs Muething, Interim City Manager, on 8/5/2020, MODIFYING the salary range schedule for the classification of Public Employees Assistance Program Coordinator by amending existing Section 219 of Division 0, Chapter 307 of the Cincinnati Municipal Code, in order to establish a new salary range schedule for Public Employees Assistance Program Coordinator.

MAJOR PROJECTS AND SMART GOVERNMENT COMMITTEE

**Sponsors:** City Manager

**28. 202000987** 

ORDINANCE submitted by Paula Boggs Muething, Interim City Manager, on 8/5/2020, ESTABLISHING the classification and salary range schedule for the new employment classification of Public Employees Assistance Program Counselor and ENACTING Section 247 of Division 4, Chapter 307 of the Cincinnati Municipal Code, consistent with the organizational changes described herein, in order to implement the new title and classification of Public Employees Assistance Program Counselor that will replace the existing title and classification of Public Health Consultant classification.

MAJOR PROJECTS AND SMART GOVERNMENT COMMITTEE

**Sponsors:** City Manager

**29. 202000988** 

ORDINANCE submitted by Paula Boggs Muething, Interim City Manager, on 8/5/2020, ESTABLISHING the salary schedule and classification title for the new employment classification of Water Security Supervisor, by enacting Section 761 of Division 0, Chapter 307 of the Cincinnati Municipal Code, in order to establish a new salary schedule and new classification title of Water Security Supervisor

MAJOR PROJECTS AND SMART GOVERNMENT COMMITTEE

30. 202001055 REPORT, dated 8/5/2020, submitted by Paula Boggs Muething, Interim City

Manager, regarding Special Event Permit Application for Worship at the Cove.

**FILE** 

**Sponsors:** City Manager

31. 202001078 REPORT, dated 8/5/2020, submitted by Paula Boggs Muething, Interim City

Manager, regarding Reading Road Bus-Only Lane. SEE DOCUMENT

#201901035.

EDUCATION, INNOVATION AND GROWTH COMMITTEE

## **CLERK OF COUNCIL**

32. 202001004 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Steve Driehaus, Consultant, Managing Partner, Good Government Group, 35 East 7th Street, Suite 750, Cincinnati, Ohio 45202-2420. (OVER THE RHINE

FOUNDATION)

**FILE** 

**Sponsors:** Clerk of Council

33. 202001005 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Holly Bowen Nagel Hankinson, Advocacy Director, 720 E. Pete Rose Way, Suite 120, Cincinnati, Ohio 45202. (WOMEN'S FUND OF THE GREATER

**CINCINNATI FOUNDATION)** 

**FILE** 

**Sponsors:** Clerk of Council

34. 202001006 REGISTRATION, (UPDATED) submitted by the Clerk of Council from

Legislative Agent Katherine Ott Zehnder, Civil Engineer, c/o 28 Liberty Ship

Way, Suite 2815, Sausalito, CA. 94965.

**FILE** 

**Sponsors:** Clerk of Council

35. 202001007 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Ted Heckmann, Senior Director-Regulatory & Gov't Affairs, 221 East Fourth

Street, Cincinnati, Ohio 45202.

**FILE** 

36. 202001008 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Marilyn Hyland, Lobbyist, 7100 Drake Road, Cincinnati, Ohio 45243.

(INDIANA & OHIO RR)

**FILE** 

**Sponsors:** Clerk of Council

37. 202001009 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Kelley Gossett, Public Policy, c/o 2350 Kerner Blvd., Suite 250, San Rafael, CA

94901-5596.

File

**Sponsors:** Clerk of Council

38. 202001010 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Meghan Elizabeth Cummings, Executive Director, 720 E. Pete Rose Way, Suite 120, Cincinnati, Ohio 45202. (WOMEN'S FUND OF THE GREATER

CINCINNATI FOUNDATION)

**FILE** 

**Sponsors:** Clerk of Council

39. 202001011 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Colleen Marie Reynolds, Government Affairs, 255 E. 5th Street, Suite 1900,

Cincinnati, Ohio 45202. (BLUE OCEAN)

**FILE** 

**Sponsors:** Clerk of Council

40. 202001012 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Colleen Marie Reynolds, Government Affairs, 255 E. 5th Street, Suite 1900,

Cincinnati, Ohio 45202. (CINCINNATI ARTS ASSOCIATION)

**FILE** 

**Sponsors:** Clerk of Council

41. 202001013 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Colleen Marie Reynolds, Government Affairs, 255 E. 5th Street, Suite 1900,

Cincinnati, Ohio 45202. (BALLET)

**FILE** 

42. 202001014 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Colleen Marie Reynolds, Government Affairs, 255 E. 5th Street, Suite 1900,

Cincinnati, Ohio 45202. (SAWYER PLACE COMPANY)

**FILE** 

**Sponsors:** Clerk of Council

43. 202001015 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Colleen Marie Reynolds, Government Affairs, 255 E. 5th Street, Suite 1900,

Cincinnati, Ohio 45202. (CIRCLE DEVELOPMENT)

**FILE** 

**Sponsors:** Clerk of Council

44. 202001017 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Colleen Marie Reynolds, Government Affairs, 255 E. 5th Street, Suite 1900,

Cincinnati, Ohio 45202. (CINCY TECH)

**FILE** 

**Sponsors:** Clerk of Council

45. 202001018 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Colleen Marie Reynolds, Government Affairs, 255 E. 5th Street, Suite 1900,

Cincinnati, Ohio 45202. (MADISON & STEWART)

**FILE** 

**Sponsors:** Clerk of Council

46. 202001019 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Colleen Marie Reynolds, Government Affairs, 255 E. 5th Street, Suite 1900,

Cincinnati, Ohio 45202. (OAKLEY YARDS)

FILE

**Sponsors:** Clerk of Council

47. 202001020 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Colleen Marie Reynolds, Government Affairs, 255 E. 5th Street, Suite 1900,

Cincinnati, Ohio 45202. (PARAMOUNT REDEVELOPMENT)

**FILE** 

48. 202001021 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Colleen Marie Reynolds, Government Affairs, 255 E. 5th Street, Suite 1900,

Cincinnati, Ohio 45202. (PAYIT)

**FILE** 

**Sponsors:** Clerk of Council

49. 202001022 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Colleen Marie Reynolds, Government Affairs, 255 E. 5th Street, Suite 1900,

Cincinnati, Ohio 45202. (TRANSDEV)

**FILE** 

**Sponsors:** Clerk of Council

50. 202001023 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Colleen Marie Reynolds, Government Affairs, 255 E. 5th Street, Suite 1900,

Cincinnati, Ohio 45202. (TRINITAS VENTURES)

**FILE** 

**Sponsors:** Clerk of Council

51. 202001024 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Colleen Marie Reynolds, Government Affairs, 255 E. 5th Street, Suite 1900,

Cincinnati, Ohio 45202. (UC HEALTH)

FILE

**Sponsors:** Clerk of Council

52. 202001025 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Colleen Marie Reynolds, Government Affairs, 255 E. 5th Street, Suite 1900,

Cincinnati, Ohio 45202. (UNIVERSITY OF CINCINNATI)

**FILE** 

**Sponsors:** Clerk of Council

53. 202001026 REGISTRATION-UPDATE, submitted by the Clerk of Council from Legislative

Agent Colleen Marie Reynolds, Government Affairs, 255 E. 5th Street, Suite

1900, Cincinnati, Ohio 45202. (UPTOWN CONSORTIUM)

**FILE** 

**54.** 202001027 REGISTRATION-UPDATE, submitted by the Clerk of Council from Legislative

Agent Matt Davis, Government Affairs, 255 E. 5th Street, Suite 1900,

Cincinnati, Ohio 45202. (BLUE OCEAN)

**FILE** 

**Sponsors:** Clerk of Council

55. 202001028 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Matt Davis, Government Affairs, 255 E. 5th Street, Suite 1900, Cincinnati, Ohio

45202. (CINCINNATI ARTS ASSOCIATION)

**FILE** 

Sponsors: Clerk of Council

56. 202001029 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Matt Davis, Government Affairs, 255 E. 5th Street, Suite 1900, Cincinnati, Ohio

45202. (BALLET)

**FILE** 

**Sponsors:** Clerk of Council

57. 202001030 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Matt Davis, Government Affairs, 255 E. 5th Street, Suite 1900, Cincinnati, Ohio

45202. (SAWYER AND COMPANY)

FILE

**Sponsors:** Clerk of Council

58. 202001031 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Matt Davis, Government Affairs, 255 E. 5th Street, Suite 1900, Cincinnati, Ohio

45202. (CIRCLE DEVELOPMENT)

**FILE** 

**Sponsors:** Clerk of Council

59. 202001032 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Matt Davis, Government Affairs, 255 E. 5th Street, Suite 1900, Cincinnati, Ohio

45202. (CINCY TECH)

**FILE** 

60. 202001033 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Matt Davis, Government Affairs, 255 E 5th Street, Suite 1900, Cincinnati, Ohio

45202. (MADISON & STEWART)

**FILE** 

**Sponsors:** Clerk of Council

61. 202001034 REGISTRATION, submitted by Clerk of Council from Legislative Agent Matt

Davis, Government Affairs, 255 E. 5th Street, Suite 1900, Cincinnati, Ohio

45202. (OAKLEY YARDS)

**FILE** 

**Sponsors:** Clerk of Council

62. 202001035 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Matt Davis, Government Affairs, 255 E. 5th Street, Suite 1900, Cincinnati, Ohio

45202. (PARAMOUNT REDEVELOPMENT)

**FILE** 

**Sponsors:** Clerk of Council

63. 202001036 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Matt Davis, Government Affairs, 255 E. 5th Street, Suite 1900, Cincinnati, Ohio

45202. (PAYIT)

**FILE** 

**Sponsors:** Clerk of Council

64. 202001037 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Matt Davis, Government Affairs, 255 E. 5th Street, Suite 1900, Cincinnati, Ohio

45202. (TRANSDEV)

FILE

**Sponsors:** Clerk of Council

65. 202001038 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Matt Davis, Government Affairs, 255 E. 5th Street, Suite 1900, Cincinnati, Ohio

45202. (TRINITAS VENTURES)

**FILE** 

66. 202001039 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Matt Davis, Government Affairs, 255 E. 5th Street, Suite 1900, Cincinnati, Ohio

45202. (UC HEALTH)

**FILE** 

**Sponsors:** Clerk of Council

67. 202001041 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Matt Davis, Government Affairs, 255 E. 5th Street, Suite 1900, Cincinnati, Ohio

45202. (UNIVERSITY OF CINCINNATI)

**FILE** 

**Sponsors:** Clerk of Council

68. 202001042 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Matt Davis, Government Affairs, 255 E. 5th Street, Suite 1900, Cincinnati, Ohio

45202. (UPTOWN CONSORTIUM)

**FILE** 

**Sponsors:** Clerk of Council

69. 202001044 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Megan Hube, Government Affairs, 255 E. 5th Street, Suite 1900, Cincinnati,

Ohio 45202. (THE SAWYER PLACE)

**FILE** 

**Sponsors:** Clerk of Council

70. 202001045 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Megan Hube, Government Affairs, 255 E. 5th Street, Suite 1900, Cincinnati,

Ohio 45202. (CIRCLE DEVELOPMENT)

**FILE** 

**Sponsors:** Clerk of Council

71. 202001046 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Megan Hube, Government Affairs, 255 E. 5th Street, Suite 1900, Cincinnati,

Ohio 45202. (CINCY TECH)

**FILE** 

72. 202001047 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Megan Hube, Government Affairs, 255 E. 5th Street, Suite 1900, Cincinnati,

Ohio 45202. (PARAMOUNT REDEVELOPMENT)

**FILE** 

**Sponsors:** Clerk of Council

73. 202001048 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Megan Hube, Government Affairs, 255 E. 5th Street, Suite 1900, Cincinnati,

Ohio 45202. (TRANSDEV)

**FILE** 

**Sponsors:** Clerk of Council

74. 202001049 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Megan Hube, Government Affairs, 255 E. 5th Street, Suite 1900, Cincinnati,

Ohio 45202. (TRINITAS VENTURES)

**FILE** 

**Sponsors:** Clerk of Council

75. 202001050 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Megan Hube, Government Affairs, 255 E. 5th Street, Suite 1900, Cincinnati,

Ohio 45202. (UC HEALTH)

**FILE** 

**Sponsors:** Clerk of Council

76. 202001051 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Megan Hube, Government Affairs, 255 E. 5th Street, Suite 1900, Cincinnati,

Ohio 45202. (UPTOWN)

FILE

**Sponsors:** Clerk of Council

77. 202001059 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Jayson Anthony Dunn, ETS/Director.

File

78. 202001063 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Jeffery Pastor/Councilmember.

**FILE** 

**Sponsors:** Clerk of Council

79. 202001066 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for James Jeffrey McCord. ETS Deputy

Director/CSIO

FILE

**Sponsors:** Clerk of Council

80. 202001067 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Sean K. Winfield/Enterprise Technology

Solutions-Information Technology Manager.

File

**Sponsors:** Clerk of Council

81. 202001086 RESOLUTION submitted by the Clerk of Council amending Board of Health

Regulations #00055. Regulating and Licensing the Operation of Recreational

Vehicle Parks, Recreation Camps and Combined Park/Camps

**FILE** 

**Sponsors:** Clerk of Council

## BUDGET AND FINANCE COMMITTEE

82. 202000832 MOTION, submitted by Councilmembers Seelbach, Sittenfeld, Young, Pastor,

Kearney, Landsman and Sundermann, WE MOVE that the Administration immediately re-join the Ohio Checkbook program, allowing for easy access by the public to all expenses of the City of Cincinnati in a centralized, searchable

location.

**ADOPT** 

**Sponsors:** Budget and Finance Committee

83. 202000815 ORDINANCE, (EMERGENCY), dated 6/24/2020, submitted by Patrick A.

Duhaney, City Manager, ACCEPTING the conveyance from the State of Ohio, Department of Transportation, of certain real property adjoining Colerain Avenue in the Northside neighborhood of Cincinnati designated as Hamilton

County Auditor's Parcel No. 195-0029-0171-00.

PASS EMERGENCY

**Sponsors:** Budget and Finance Committee

84. 202000813 ORDINANCE, (EMERGENCY), dated 6/24/2020, submitted by Patrick A.

Duhaney, City Manager, TO APPROPRIATE to public use property required for

the Western Hills Viaduct Replacement Project.

PASS EMERGENCY

**Sponsors:** Budget and Finance Committee

85. 202000812 ORDINANCE, (EMERGENCY), dated 6/24/2020, submitted by Patrick A.

Duhaney, City Manager, AUTHORIZING the City Manager to execute a Grant of Encroachment Easements in favor of Willkommen Holding, LLC pursuant to which the City of Cincinnati will grant encroachment easements for a utility vault and window projects located at 1521-1525 Vine Street that encroach upon portions of the Vine Street public right-of-way in the Over-the-Rhine

neighborhood of Cincinnati.

**PASS EMERGENCY** 

**Sponsors:** Budget and Finance Committee

86. 202000811 ORDINANCE, (EMERGENCY), dated 6/24/2020, submitted by Patrick A.

Duhaney, City Manager, AUTHORIZING the City Manager to vacate and sell to Dennis M. Schnurr, Archbishop of Cincinnati, Trustee for Archbishop Elder High School, Cincinnati, Hamilton County, Ohio a portion of the public right-of-way known as Panther Court in the West Price Hill neighborhood of

Cincinnati to facilitate the expansion of the Elder High School campus.

PASS EMERGENCY

**Sponsors:** Budget and Finance Committee

ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim City Manager, on 8/3/2020, MODIFYING the provisions of Chapter 401, "Water Works," of Title IV, "Public Utilities," of the Cincinnati Municipal Code by ORDAINING new Section 401-24, "Owner Requested Replacement of Existing Water Mains," under Division B, "Water Main Installations," in order to establish conditions and requirements for replacement of existing water mains in public rights-of-way or easements.

PASS EMERGENCY

**Sponsors:** Budget and Finance Committee

**88.** <u>202000943</u>

ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim City Manager, on 8/3/2020, AUTHORIZING the establishment of capital improvement program project account number 980x104x211034, "Electric Vehicle Charging Station DMTF Grant", for the purpose of providing resources for the installation of electric vehicle chargers; AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in the amount of up to \$115,000 from the Ohio Environmental Protection Agency's Diesel Mitigation Trust Fund (DMTF) Level 2 Electric Vehicle Charging Station Grant program to the newly established capital improvement program project account number 980x104x211034, "Electric Vehicle Charging Station DMTF Grant" for the purpose of providing resources to install electric vehicle chargers.

PASS EMERGENCY

**Sponsors:** City Manager

**89.** <u>202000946</u>

ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim City Manager, on 8/3/2020, AUTHORIZING the City Manager to accept and deposit a donation in the amount of \$50,000 from the Cincinnati Recreation Foundation on behalf of the Marge & Charles J. Schott Foundation for the purpose of providing funding for various Cincinnati Recreation Commission program activities, and supporting program special events for youth and families; and AUTHORIZING the Finance Director to deposit the donations into Contributions for Recreation Purposes Fund 319.

PASS EMERGENCY

ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim City Manager, on 8/3/2020, AUTHORIZING the appropriation of \$200,000 from the unappropriated surplus of Recreation Special Activities Fund 323 to the Department of Recreation's non-personnel operating budget account no. 323x199x7200 for the purpose of providing resources for third-party providers to assist the Cincinnati Recreation Commission in providing active and interactive programing opportunities at Findlay Park Recreation Area located at 1823 Vine Street in the Over-the-Rhine neighborhood.

PASS EMERGENCY

**Sponsors:** City Manager

91. <u>202000949</u>

ORDINANCE submitted by Paula Boggs Muething, Interim City Manager, on 8/3/2020, AUTHORIZING the City Manager to accept with gratitude a donation from artist Jennifer Baldwin of a portrait of the City's first female Mayor, Dorothy Dolbey.

**PASS** 

**Sponsors:** City Manager

92. 202000950

ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim City Manager, on 8/3/2020, AUTHORIZING the City Manager to accept and appropriate monetary donations from the Cincinnati Recreation Foundation on behalf of the Haile Foundation in the amount of \$7,500; the Manuel D. & Rhoda Mayerson Foundation in the amount of \$5,000; Interact for Health in the amount of \$7,500; and the Greater Cincinnati Foundation in the amount of \$10,000, for the purpose of providing funding for various Cincinnati Recreation Commission program activities, and supporting program special events for youth and families; and AUTHORIZING the Finance Director to deposit the grant funds in Fund 319, "Contributions for Recreation Purposes."

PASS EMERGENCY

ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim City Manager, on 8/3/2020, AUTHORIZING the transfer and return to source of the sum of \$11,230.89 from capital improvement program project account no. 980x104x201005, "Wheeled Recycling Cart Replacement," to Fund 758, "Income Tax Permanent Improvement"; and further AUTHORIZING the transfer and appropriation of \$11,230.89 from the unappropriated surplus of Fund 758, "Income Tax Permanent Improvement," to capital improvement program project account no. 980x981x202505, "Fleet Replacements," for the purpose of providing resources to purchase a box truck needed for the new, City-run recycling cart service center.

# PASSAGE EMERGENCY

**Sponsors:** City Manager

94. 202000953

ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim City Manager, on 8/3/2020, AUTHORIZING the City Manager to solicit and accept in-kind donations of personal protective equipment such as N95 rated masks, surgical and cloth masks, face shields and goggles, gloves, and isolation gowns on an ongoing basis from various organizations, including, but not limited to, Sister Cities, Chambers of Commerce, non-profit organizations, and local businesses for the purpose of protecting frontline workers and first responders working to combat the coronavirus pandemic.

### PASS EMERGENCY

**Sponsors:** City Manager

95. <u>202000958</u>

ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim City Manager, on 8/3/2020, AUTHORIZING the City Manager to partner with the HOPE Community Center in applying for and accepting, as a sub-recipient, a grant from the Ohio Department of Public Safety, Office of Criminal Justice Services, FY20 Edward Byrne Memorial Justice Assistance Grant (JAG) (CDFA #16.378), for resiliency training services and supplies for the Cincinnati Police Department, estimated in value at \$18,696, to implement an innovative regional program to educate peer support trainers to monitor initial reactions to triggers and to adapt, using various techniques including Active Constructive Responding, Combat Breathing Technique, Individual Zones for Optimal Functioning, the ABC model, and stacking, for positive emotional and behavioral responses to promote mental well-being.

## PASS EMERGENCY

ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim City Manager, on 8/5/2020, AUTHORIZING the City Manager to execute a Property Sale and Development Agreement with 2600 Apartments LLC for the sale, at fair market value, of City-owned real property located at the northeast corner of the intersection of Short Vine and Corry Streets in the Corryville neighborhood of Cincinnati, for assemblage with the purchaser's adjoining property in connection with the construction of a mixed-use commercial and residential development; ESTABLISHING new capital improvement project account no. 980x162x211641, "DCED Property Improvements" for the purpose of providing resources for permanent improvements to vacant buildings and properties controlled or previously controlled by the Department of Community and Economic Development; and further, DECLARING expenditures from capital improvement program project account no. 980x162x211641, "DCED Property Improvements," to be for a public purpose.

PASS EMERGENCY

**Sponsors:** City Manager

97. 202000960 ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim

City Manager, on 8/3/2020, AUTHORIZING the City Manager to accept an in-kind donation of a \$500 gift card from the Kroger Company for the Cincinnati

Health Department.

**Sponsors:** City Manager

98. 202000963 ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim

City Manager, on 8/3/2020, LEVYING assessments for the unpaid costs of private lead service line replacements undertaken at various locations by the City of Cincinnati's Greater Cincinnati Water Works through its Lead Service Line Replacement Program in accordance with Cincinnati Municipal Code Sections

401-127 through 401-135 and as set forth in the attached Exhibit 1.

PASS EMERGENCY

ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim City Manager, on 8/3/2020, APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with Roost Builders LLC and Roost Properties LLC, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 3244 Fairfield Avenue in the Evanston neighborhood of Cincinnati, in connection with the remodeling of one existing building into approximately 6,300 square feet of residential space, consisting of 11 residential rental units, and approximately 1,100 square feet of commercial office space, which remodeling shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total remodeling cost of approximately \$780,756.

PASS EMERGENCY

**Sponsors:** City Manager

100 <u>202000972</u>

ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim City Manager, on 8/3/2020, APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with 2600 Apartments LLC, an affiliate of Uptown Rental Properties LLC, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 2600, 2604, 2622, and 2624-2632 Short Vine Street and 4 E. Corry Street in the Corryville neighborhood of Cincinnati, in connection with the construction of approximately 2,128 square feet of commercial space and approximately 33,606 square feet of residential space, containing 27 rental units including one affordable unit, which construction shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total construction cost of approximately \$6,357,217.

**PASS EMERGENCY** 

101 202000984

MOTION, submitted by Councilmember Landsman, Beating COVID-19 and Helping to Reopen Schools Safely; We have lost 77 Cincinnatians to COVID-19 and our 14-day average of new cases remains close to Many efforts, including a requirement to wear masks, have helped to lower new cases. However, we are not currently beating COVID-19. Cases have spiked before, and we continue to get new cases every day. As a result, more people will lose their lives, our economy cannot fully reopen, and children and teachers cannot go back to school normally.; To change course, and to do so in a way that could help schools reopen safely, we must act now to significantly reduce if not eliminate daily new cases and hospitalizations.; As such, WE MOVE that the Administrations work with the Cincinnati Health Department (CHD), Cincinnati Public Schools (CPS), and other regional and state partners to: \* Supporting and Partnering with CPS on Reopening. In an effort to better support the district, attempt to determine what resources the District needs from the city, and what the City's 14-day average of new cases must be in order for CPS parents, teachers, and Administrators to return to school safely. The Mayor and/or Councilmembers could assist in this effort and help support a working group that would tackle this question of new cases as well as issues of Personal Protective Equipment (PPE) and testing and tracing supports that the District may need. We can work together to achieve the lowest possible 14-day average of new cases while helping CPS with health- and safety-related supports, our children and teachers will be more likely to be able to return to school normally and safely. \* Increased Enforcement to Address Non-Compliance. Determine what additional resources CHD will require to increase enforcement of mask requirements and the guidelines and policies relative to indoor gatherings, including bars and restaurants. Administration and CHD should also work with local bar and restaurant owners to determine if additional changes need to be made. The goal should be to focus on problematic and noncompliant locations and strengthen safety guidelines based on data and science. This could help avoid a closure of indoor bars and restaurants while keeping everyone safe.; \* Working with community partners to develop plans together to address large indoor gatherings, from house parties to weddings. With university students returning to campus this fall, we need a plan to address concerns that house parties will only get worse, not better. If tracing data suggests that these large gatherings are in fact an issue, how can we afford to continue to ignore them? At the very least, the Administration should provide Council with options to address these private and large (often indoor) gatherings. \* Make it Easier to Open Outdoor Spaces. While Council has already passed legislation on the issue of making it easier for bars and restaurants to open up spaces outdoors, and a great deal of work by the Administration and Mayor has gone into helping many bars and restaurants to have additional outdoor capacity, the Administration should determine if more must be done by Council to reduce or eliminate permitting fees and bureaucracy to increase the number of businesses utilizing outdoor options for their patrons.; Expand, Coordinate, and Make Public Tracing Efforts. While the Administration and Mayor have been working through this, we need more robust and fully transparent contact tracing efforts and we should do so with our county

and state partners. The Administration should work with CHD and the County and the State to determine what additional tracing needs our local public health professionals need, how best to fill existing tracing positions that remain unfilled, develop best practice questionnaires and engagement strategies of those who test positive, and streamline and improve data gathering and analytics to provide policy- makers and our community with the best information possible for changes that will help us beat COVID-19.; Considering the urgency of these matter, we ask that the Administrations report to Council on each item within the next 14 days.

**ADOPT** 

**Sponsors:** Budget and Finance Committee

102 202000992 ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim

City Manager, on 8/3/2020, LEVYING special assessments for the purpose of the assessment project at 1614 Walnut Street in the City of Cincinnati involving

the City of Cincinnati, Ohio Energy Special Improvement District.

PASS EMERGENCY

**Sponsors:** Budget and Finance Committee

103 202000993 RESOLUTION (LEGISLATIVE) (EMERGENCY) submitted by Paula Boggs

Muething, Interim City Manager, on 8/3/2020, DECLARING by legislative resolution the necessity of the assessment project at 1614 Walnut Street in the City of Cincinnati, Ohio involving the City of Cincinnati, Ohio Energy Special

Improvement District.

PASS EMERGENCY

**Sponsors:** City Manager

104 202000994 ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim

City Manager, on 8/3/2020, DETERMINING to proceed with the assessment project at 1614 Walnut in the City of Cincinnati involving the City of Cincinnati,

Ohio Energy Special Improvement District.

Pass Emergency

105 202000997

ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim City Manager, on 8/3/2020, AUTHORIZING the City Manager to execute a Fourth Amendment to Funding, Acquisition and Development Agreement with Madisonville Phase I LLC, Madisonville Phase III LLC, and Ackermann Enterprises, Inc., in order to facilitate the companies' multi-phased mixed-use redevelopment of the property; ESTABLISHING new capital improvement program project account no. 980x164x211631, "Madison & Whetsel Phase IIB Public Improvements," for the purpose of providing resources to facilitate the construction of various public improvements associated with a portion of the development; AUTHORIZING the transfer and appropriation of \$950,000 from the unappropriated surplus of Madisonville District Equivalent Fund 498 (Madisonville TIF District) to the newly established capital improvement program project account 980x164x211631, "Madison & Whetsel Phase IIB Public Improvements"; and DECLARING expenditures from such project account to be for a public purpose.

PASS EMERGENCY

**Sponsors:** City Manager

106 <u>202000999</u>

ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim City Manager, on 8/3/2020, AMENDING Ordinance No. 228-2012 passed by City Council on June 20, 2012, as previously amended by Ordinance No. 246-2013, Ordinance No. 179-2014, Ordinance No. 272-2015, Ordinance No. 268-2016, Ordinance No. 213-2017, Ordinance No. 244-2018, and Ordinance No. 321-2019, for the purpose of reducing those special assessments levied and to be collected in 2021 (with tax year 2020 property taxes) based upon a report of the administrator for bonds issued by the Port of Greater Cincinnati Development Authority related to the Oakley Station development project.

PASS EMERGENCY

**Sponsors:** City Manager

**107 202000621** 

ORDINANCE, dated 5/13/2020, submitted by Patrick A. Duhaney, City Manager, AUTHORIZING the City Manager to apply for, accept, and appropriate a Selective Traffic Enforcement Program Grant of up to \$45,000.00 from the State of Ohio Department of Public Safety, Office of Criminal Justice Services for the purpose of funding a program to reduce deaths and injuries resulting from vehicular accidents due to speeding, loss of control, restraint violations, operating a vehicle under the influence, and commercial and motorcycle safety infractions.

**PASS** 

108 <u>202000620</u>

ORDINANCE, dated 5/13/2020, submitted by Patrick A. Duhaney, City Manager, AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in the amount of up to \$60,000 from the Ohio Department of Public Safety, Office Of Criminal Justice Services, for the purpose of providing funds for the FY 2021 Impaired Driving Enforcement Program (IDEP).

**PASS** 

**Sponsors:** City Manager

109 <u>202000617</u>

ORDINANCE, dated 5/13/2020, submitted by Patrick A. Duhaney, City Manager, AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in an amount up to \$14,000 from the State of Ohio Department of Public Safety, Office of Criminal Justice Services to fund the Drugged Driving Enforcement Program 2021 to reduce the number of drugged driving fatal crashes through targeted high-visibility enforcement.

**PASS** 

**Sponsors:** City Manager

110 <u>202001043</u>

MOTION, dated 08/03/2020, submitted by Mayor Cranley, Councilmember Mann, Pastor, Seelbach, Landsman, Sundermann and Vice Mayor Smitherman, WE MOVE that the City Manager take all steps necessary to ensure the swift commencement of construction of the City-owned park on Lot 23, and to feel free to take any or all of the following steps: a) negotiate with the County on terms that protect the City; b) accept assignment or renegotiation of the County contracts with Messer, THP, or any subcontractors; c) procure the construction of the City park by the City itself.; WE FURTHER MOVE that 3CDC be asked to advise the City on the development of Lots 1 and 13.

**ADOPT** 

**Sponsors:** Budget and Finance Committee

## **ECONOMIC GROWTH & ZONING COMMITTEE**

111 202000898

ORDINANCE submitted by Paula Boggs Muething, Interim City Manager, on 8/4/2020, AMENDING the official zoning map of the City of Cincinnati to rezone certain real property located in the Oakley neighborhood and commonly known as 2980 Disney Street from the CG-A, "Commercial General Auto-Oriented," zoning district to Planned Development District No. 89, "Graphite Oakley."

**PASS** 

112 <u>202000899</u>

ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim City Manager, on 8/4/2020, APPROVING a major amendment to the concept plan and development program statement governing Planned Development No. 69 to include certain adjacent properties, thereby approving the rezoning of those properties from the CN-P, "Commercial Neighborhood-Pedestrian," zoning district to Planned Development District No. 69, in order to facilitate the construction of a new multi-family building and a new mixed-used building.

#### PASS EMERGENCY

113 <u>202000900</u>

ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim City Manager, on 8/4/2020, EXTENDING Interim Development Control District No. 87, "Summit Road in Roselawn," in the Roselawn neighborhood as an interim development control district for a period of six months pursuant to Chapter 1431, "Interim Development Control Overlay Districts," of the Cincinnati Zoning Code.

#### PASS EMERGENCY

**114 202000901** 

ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim City Manager, on 8/4/2020, EXTENDING Interim Development Control District No. 86, "Auburn Avenue in Mt. Auburn," in the Mt. Auburn neighborhood as an interim development control district for a period of six months pursuant to Chapter 1431, "Interim Development Control Overlay Districts," of the Cincinnati Zoning Code.

### PASS EMERGENCY

115 <u>202000995</u>

ORDINANCE (B VERSION) (EMERGENCY) submitted by Paula Boggs Muething, Interim City Manager, on 8/4/2020, AMENDING the official zoning map of the City of Cincinnati to rezone certain real property commonly known as 644-664 Crown Street in the Walnut Hills neighborhood from the T4N.SF, "Transect Zone 4 Neighborhood Small Footprint," zoning district to the T5N.LS-O, "Transect Zone 5 Neighborhood Large Setback, Open Sub-Zone," zoning district to allow for the construction of a four-story multi-family building and public parking lot.

### PASS EMERGENCY

# **NEIGHBORHOODS COMMITTEE**

116 <u>202000732</u>

MOTION, submitted by Councilmember Pastor, WE MOVE that Dana Avenue between Victory Parkway and Madison Road shall receive the secondary, honorary name of William J. Keating for his contributions to the City of Cincinnati. (STATEMENT ATTACHED).

**ADOPT** 

**Sponsors:** 

**Pastor** 

## SUPPLEMENTAL ITEMS

# CITY MANAGER

117 202000894 REPORT, submitted by Paula Boggs Muething, Interim City Manager on

8/5/2020, regarding Department of Finance Reports for the Month Ended May

31, 2020.

**BUDGET AND FINANCE COMMITTEE** 

**Sponsors:** City Manager

118 202000989 ORDINANCE submitted by Paula Boggs Muething, Interim City Manager, on

8/5/2020, AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$1,500 from the Ohio Department of Public Safety, Division of Emergency Medical Services to provide reimbursement of

COVID-19 personal protective equipment and supplies.

**BUDGET AND FINANCE COMMITTEE** 

**Sponsors:** City Manager

## BUDGET AND FINANCE COMMITTEE

119 202000959

ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim City Manager, on 8/5/2020, AUTHORIZING the City Manager to execute a Property Sale and Development Agreement with 2600 Apartments LLC for the sale, at fair market value, of City-owned real property located at the northeast corner of the intersection of Short Vine and Corry Streets in the Corryville neighborhood of Cincinnati, for assemblage with the purchaser's adjoining property in connection with the construction of a mixed-use commercial and residential development; ESTABLISHING new capital improvement project account no. 980x162x211641, "DCED Property Improvements" for the purpose of providing resources for permanent improvements to vacant buildings and properties controlled or previously controlled by the Department of Community and Economic Development; and further, DECLARING expenditures from capital improvement program project account no. 980x162x211641, "DCED Property Improvements," to be for a public purpose.

PASS EMERGENCY

**Sponsors:** City Manager

EQUITY, INCLUSION, YOUTH, & THE ARTS COMMITTEE

**120 202001003** 

ORDINANCE, (EMERGENCY), submitted by Andrew W. Garth, Interim City Solicitor, on July 31, 2020. ESTABLISHING the Racial Equity In Policy Task Force ("Task Force"), a joint effort of the City of Cincinnati and the Cincinnati Health Department, which shall have the mission of making recommendations to the Mayor and City Council regarding policy recommendations for the dismantling of systemic and institutional racism, and determining how best to promote racial equity throughout the City of Cincinnati; and DETERMINING that the task force shall recommend to the Mayor and City Council policy proposals addressing minority health inequities, including using a systematic and data-driven focus on poverty, economic mobility, and other factors that impact the social determinants of health impacting racial inequities in our community.

**PASS** 

**Sponsors:** Equity, Inclusion, Youth and & The Arts Committee

**121 202000998** 

RESOLUTION, submitted by Andrew W. Garth, Interim City Solicitor, on July 30, 2020, EXPRESSING Cincinnati City Council's belief that racism is a public health crisis in the City of Cincinnati; and further EXPRESSING City Council's commitment to improving the quality of life and health of the City's minority residents.

**PASS** 

**Sponsors:** 

Equity, Inclusion, Youth and & The Arts Committee

# LAW & PUBLIC SAFETY COMMITTEE

122 <u>202000831</u>

MOTION (AMENDED), submitted by Councilmembers Seelbach, Sittenfeld, Young, Landsman and Kearney, WE MOVE that the Administration implement a complete review of CPD non-lethal and less than lethal use of force techniques with the stated goal of \*learning about the use of OC gas or CS smoke in various forms including in the use of pepperballs as a means of crowd or riot control. WE FURTHER MOVE that the report be returned to Council in by the \*September meeting for referral to a committee.

**ADOPT** 

**Sponsors:** Law & Pul

Law & Public Safety Committee

## EDUCATION, INNOVATION & GROWTH COMMITTEE

123 202000468 MOTION, submitted by Councilmember Seelbach, WE MOVE that the

Administration report back to City Council on the feasibility of adding a ADA door activation switch to one of the doorways of Council Chambers to increase

accessibility to the chambers by mobility impaired citizens.

**ADOPT** 

**Sponsors:** Seelbach

124 <u>202000986</u> RESOLUTION, submitted by Councilmember P.G. Sittenfeld, URGING all

entities with spending authorization to provide priority funding to the Reading Road Bus-Only Lane Program expansion from newly-available resources through the Hamilton County Integrating Committee as a result of the passage of Issue 7 by voters in Spring 2020, in order to create a truly integrated connected,

and effective bus service in Cincinnati and Hamilton County.

**PASS** 

**Sponsors:** Sittenfeld

# **CLERK OF COUNCIL**

125 202001016 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Colleen Marie Reynolds, Government Affairs, 255 E. 5th Street, Suite 1900,

Cincinnati, Ohio 45202. (CIRCLE DEVELOPMENT)

**FILE** 

**Sponsors:** Clerk of Council

126 202001040 COMMUNICATION, submitted by the Clerk of Council, from various citizens

regarding Public Speaking emails for June 23-August 3, 2020.

**FILE** 

**Sponsors:** Clerk of Council

127 202000859 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Steven Lawrence Schuckman/Division

Manager.

FILE

**Sponsors:** Clerk of Council

128 202000860 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Ryan Dean Welsh/Sewers/Deputy Director.

**FILE** 

129 202000861 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Margaret (Peggy) A.

O'Neill/ETS/Information Technology Manager.

FILE

Sponsors: Clerk of Council

130 202000862 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement Walter Joseph Weldon,

III,/CMO/Communications Director.

FILE

**Sponsors:** Clerk of Council

131 202000863 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for James Matthew Andrews/City Architect.

**FILE** 

**Sponsors:** Clerk of Council

132 202000866 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Robert Ryan Vickery/Transportation and

Engineering/Deputy Director.

FILE

Sponsors: Clerk of Council

133 202000867 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Beverly Ann Engram/Metropolitan Sewer

District/Division Manager.

**FILE** 

**Sponsors:** Clerk of Council

134 202000868 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Eliot Isaac/Police Chief.

**FILE** 

**Sponsors:** Clerk of Council

135 202001130 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Cuthbert Jude Johnson/Superintendent.

**FILE** 

136 202001136 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Tiffany Stewart/Division Manager.

**FILE** 

Sponsors: Clerk of Council

137 202000871 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Andrew William Garth.

**FILE** 

Sponsors: Clerk of Council

138 202000872 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Jarrod K. Bolden/Public

Services/Superintendent.

**FILE** 

**Sponsors:** Clerk of Council

139 202000881 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Roshani Desoyza Hardin/Chief of Staff/Law

Department.

**FILE** 

**Sponsors:** Clerk of Council

140 202000882 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Paul M. Booth/Division Manager/Office of

**Human Relations** 

**FILE** 

**Sponsors:** Clerk of Council

141 202000885 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Jason Nathan Cooper/City Manager's

Office/Division Manager.

**FILE** 

142 202000886 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Joel Q. Koopman/Deputy Director of Public

Services.

**FILE** 

**Sponsors:** Clerk of Council

143 202000887 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Alice Marie Hoctor/Police

Department/Division Manager.

**FILE** 

**Sponsors:** Clerk of Council

144 202001124 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Alexander P. Sittenfeld/Councilmember

(ETHICS)

**FILE** 

**Sponsors:** Clerk of Council

145 202001117 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Jerry Lavene Wilkerson, Jr./Department of

Public Services Director.

**FILE** 

**Sponsors:** Clerk of Council

146 202001162 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Morgan Danielle Sutter/Community &

Economic Development/Deputy Director.

**FILE** 

**Sponsors:** Clerk of Council

147 202001137 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Melba Rose Moore/Health

Department/Health Commissioner.

**FILE** 

148 202001127 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Cheryl Renee

Doughman-Lemons/Information Technology Manager.

**Sponsors:** Clerk of Council

149 202001139 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Cheryl Renee

Doughman-Lemons/Information Technology Manager.

**FILE** 

**Sponsors:** Clerk of Council

150 202001140 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Tara Jo Songer/Finance/Division Manager.

**FILE** 

**Sponsors:** Clerk of Council

151 202000883 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Kelly L. Carr/Assistant to the City Manager.

**FILE** 

**Sponsors:** Clerk of Council

152 202000884 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Kristen Cosgrove Eatmon/CPD/Division

Manager.

**FILE** 

**Sponsors:** Clerk of Council

153 202001141 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Peter Justin Stackpole/Deputy City Solicitor.

FILE

**Sponsors:** Clerk of Council

154 202000874 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Christopher E. Smitherman/Councilmember

(ETHICS).

**FILE** 

155 202000875 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Wendell P. Young/Councilmember

(ETHICS).

**FILE** 

**Sponsors:** Clerk of Council

156 202000876 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for John Cranley/Mayor (ETHICS).

**FILE** 

**Sponsors:** Clerk of Council

157 202000893 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Mark Thomas Ashworth/Finance/Finance

Manager

**FILE** 

**Sponsors:** Clerk of Council

158 202001111 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Katherine Erinn Keough-Jurs/Department of

City Planning/Director

**FILE** 

**Sponsors:** Clerk of Council

159 202000895 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Samuel Jonathan Stephens/Finance/Division

Manager (Debt Manager)

**FILE** 

**Sponsors:** Clerk of Council

160 202000896 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Amity Marie Bishop/Division Manager

**FILE** 

161 202000897 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Donald George Stiens/Transportation &

Engineering, Traffic Services/Division Manager

**FILE** 

**Sponsors:** Clerk of Council

162 202001125 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Edgar Tan De Veyra/Department of

Economic Inclusion/Deputy Director

**FILE** 

Sponsors: Clerk of Council

163 202001128 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Larry W. Falkin/Director of Environment and

Sustainability

**FILE** 

**Sponsors:** Clerk of Council

164 202001142 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Markiea Linnea Carter/Interim Director/Community & Economic Development

**FILE** 

**Sponsors:** Clerk of Council

165 202001145 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Daniel G. Bower/Deputy Director

**FILE** 

**Sponsors:** Clerk of Council

166 202000902 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Edward P. Cunningham/Buildings &

Inspections/Deputy Director

**FILE** 

**Sponsors:** Clerk of Council

167 202000903 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Arthur D. Dahlberg/Buildings &

Inspections/Director

**FILE** 

Sponsors: Clerk of Council

168 202000877 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Chris Seelbach/Councilmember (ETHICS).

**FILE** 

**Sponsors:** Clerk of Council

169 202000878 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Greg Landsman/Councilmember (ETHICS).

**FILE** 

**Sponsors:** Clerk of Council

170 202000879 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for David Mann/Councilmember (ETHICS).

**FILE** 

**Sponsors:** Clerk of Council

171 202000880 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Paula Boggs Muething/Interim City Manager.

**FILE** 

**Sponsors:** Clerk of Council

172 202000904 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Domonic M. Hopson/Assistant Health

Commissioner.

**FILE** 

**Sponsors:** Clerk of Council

173 202000905 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Daniel Emil Betts/Cincinnati Recreation

Commission/Director.

**FILE** 

**Sponsors:** Clerk of Council

174 202000906 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Roy Jeffrey Hackworth/Community and

Economic Dev/Division Manager.

**FILE** 

**Sponsors:** City Manager

175 202000907 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Roy Jeffrey Hackworth/Community and

Economic Dev/Division Manager

**FILE** 

**Sponsors:** Clerk of Council

176 202000908 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Florea Lindsey/DCED/Major Projects

Division Manager

**FILE** 

**Sponsors:** Clerk of Council

177 202001158 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Victoria Marie Kroger/Community &

Economic Development/Division Manage

**FILE** 

**Sponsors:** Clerk of Council

178 202001153 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Arthur D. Dahlberg/Buildings &

Inspections/Director

**FILE** 

**Sponsors:** Clerk of Council

179 202000911 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Matthew E. Shad/Buildings &

Inspections/Division Manager

**FILE** 

**Sponsors:** Clerk of Council

180 202000912 STATEMENT, submitted by the Clerk of Council formally filing a copy of the

Financial Disclosure Statement for Vanessa Diane Smedley/Administration

Superintendent

**FILE** 

**Sponsors:** Clerk of Council

MR. MANN

181 202000942 MOTION, submitted by Councilmember Mann, WE MOVE that the City

identify ways to encourage and facilitate city employees to volunteer as poll

workers for the November election. (STATEMENT ATTACHED)

MAJOR PROJECTS AND SMART GOVERNMENT COMMITTEE

**Sponsors:** Mann

182 202000941 MOTION submitted by Councilmember Mann, WE MOVE that the City review

recent unlawful use of fireworks during the July 4th holiday period and recommend steps to reduce such activity in the future. Recommendations might include improved local and/or state legislation and a better and more coordinated

educational and enforcement effort. (STATEMENT ATTACHED)

LAW AND PUBLIC SAFETY COMMITTEE

**Sponsors:** Mann

183 <u>202000936</u> Motion, submitted by Councilmember Mann, Pursuant to the Rules of Council I

request appointment as a member of the Law and Public Safety Committee and hereby resign as a member of the Equity, Inclusion, Youth and Arts Committee.

MAJOR PROJECTS AND SMART GOVERNMENT COMMITTEE

**Sponsors:** Mann

**ANNOUNCEMENTS** 

**NEW BUSINESS** 

Adjournment



Date: August 3, 2020

202001052

To:

Mayor John Cranley

From:

Andrew W. Garth, Interim City Solicitor

Subject:

Emergency Ordinance - Amendment to 1973 City-SORTA Agreement

Transmitted herewith is an emergency ordinance captioned as follows:

AUTHORIZING the City Manager to execute an Amendment to the 1973 City-SORTA Agreement for the transfer of funds from the Income Tax Transit Fund 759 and the transfer of real property to the Southwest Ohio Regional Transit Authority ("SORTA") on the condition of maintaining agreed upon minimum required service levels in the City of Cincinnati; AUTHORIZING the City Manager to perform an initial reconciliation of the Income Tax Transit Fund 759 upon expiration of the Transit Income Tax in October 2020 and to take steps to transfer the available portion of the unappropriated surplus of Income Tax Transit Fund 759 to SORTA in 2020, with future Transit Income Tax revenue to be transferred to SORTA upon final reconciliation of Fund 759 after final disposition of Transit Tax revenues and liabilities.

AWG/JRS/(lnk) Attachment 317688

#### **EMERGENCY**

# City of Cincinnati

JRS AWG

# An Ordinance No.

- 2020

AUTHORIZING the City Manager to execute an Amendment to the 1973 City-SORTA Agreement for the transfer of funds from the Income Tax Transit Fund 759 and the transfer of real property to the Southwest Ohio Regional Transit Authority ("SORTA") on the condition of maintaining agreed upon minimum required service levels in the City of Cincinnati; AUTHORIZING the City Manager to perform an initial reconciliation of the Income Tax Transit Fund 759 upon expiration of the Transit Income Tax in October 2020 and to take steps to transfer the available portion of the unappropriated surplus of Income Tax Transit Fund 759 to SORTA in 2020, with future Transit Income Tax revenue to be transferred to SORTA upon final reconciliation of Fund 759 after final disposition of Transit Tax revenues and liabilities.

WHEREAS, the City and the Southwest Ohio Regional Transit Authority ("SORTA") entered into the 1973 City-SORTA Agreement, effective February 8, 1973 (as amended from time to time, the "1973 Agreement"), by which SORTA agreed to operate the City-owned bus system as part of a regional transit authority formed under Ohio Revised Code Chapter 306; and

WHEREAS, as contemplated in the 1973 Agreement, the City levied a 0.3% City income tax devoted to public transit and transportation purposes (the "Transit Income Tax"), which has served as SORTA's principal source of funding since 1973; and

WHEREAS, in the spring of 2020, the voters of Hamilton County approved SORTA's sales and use tax levy (Issue 7) (the "Levy"), creating a new source of dedicated funding for SORTA and local transportation infrastructure that becomes effective on October 1, 2020 (the "SORTA Sales Tax"); and

WHEREAS, City voters authorized amendment of Article VIII, Section 6c of the Charter to repeal the Transit Income Tax effective upon October 2, 2020, being the first day after the start of collection of the SORTA Sales Tax; and

WHEREAS, the City has an interest in certain rolling stock used by SORTA in its Metro bus operations under the 1973 Agreement; and

WHEREAS, the City owns the following real property which is currently used by SORTA for Metro operations: the Queensgate Garage property located at 1401 Bank Street and the Bond Hill Garage property located at 4700 Paddock Road (together, the "Real Property"); and

WHEREAS, Article C, Paragraph 12, of the 1973 Agreement provided that the City would convey to SORTA all assets operated by SORTA for the City at such time as a political subdivision other than the City, and excluding the Federal or State governments, is providing operating subsidies equal in total in amount to that provided by the City, but did not provide the terms of such transfer; and

WHEREAS, the City Manager, being the officer having the custody and control of the Real Property, and upon consultation with DCED, has determined that the Real Property is not needed for any municipal purpose; and

WHEREAS, pursuant to Section 331-5 of the Cincinnati Municipal Code, Council may authorize the sale of City-owned property without competitive bidding in those cases in which it determines that it is in the best interest of the City; and

WHEREAS, the City is currently the primary jurisdiction served by the Metro bus system ("Metro") in the sense that almost all current routes run into, out of, or completely within the City limits, and that Metro routes and ridership are heavily concentrated in the City; and

WHEREAS, in consideration for the transfer of the Real Property, SORTA agrees to maintain bus service levels in the City at the current 2020 pre-COVID19 pandemic levels, ("Minimum Service Levels"), which are vital to the City's citizens and necessary to ensure transportation is available to persons living and working in the City; and

WHEREAS, by written amendment to the 1973 Agreement, the City and SORTA will provide for the transfer of the unappropriated surplus in the Transit Income Tax from the City to SORTA, the transfer of the Real Property and other assets to SORTA, and that SORTA will continue to provide Minimum Service Levels in the City; and

WHEREAS, the City anticipates transferring the surplus Transit Income Tax in at least two phases: Phase 1 to occur in October 2020 upon cessation of the collection of the Transit Income Tax; Phase 2 to occur upon final collection of 2020 tax returns and resolution of existing obligations to be paid from Fund 759; and

WHEREAS, SORTA agrees to hold a portion of the funds transferred to it from the unappropriated surplus of Income Tax Transit Fund 759 in escrow as an income tax contingency reserve fund until such time as the City determines the funds are no longer necessary to ensure compliance and pay any claims concerning the collection of the Transit Income Tax; and

WHEREAS, the City and SORTA recognize a need for preservation of urban bus routes in the City used by the citizens who are most dependent on Metro as their primary transportation provider, and many such routes currently serve the more economically disadvantaged neighborhoods in the City; and

WHEREAS, the transfer of funds, Real Property, and other assets, authorized in this ordinance, shall not occur until the amendment has been executed by the City and SORTA, whereby SORTA agrees to the Minimum Service Levels; and

WHEREAS, a copy of the Amendment to the 1973 Agreement authorized by this Ordinance is attached to this ordinance as Attachment A, and the final version of the Amendment shall be in substantially the same form; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute the Amendment to the 1973 City-SORTA Agreement ("Amendment") with the Southwest Ohio Regional Transit Authority ("SORTA"), in substantially the form attached to this ordinance as Attachment A, pursuant to which the City of Cincinnati agrees to: (i) an initial transfer to SORTA in 2020 of least \$1,500,000 from the unappropriated surplus of Income Tax Transit Fund 759; (ii) a future transfer to SORTA upon final reconciliation of the Fund 759, which will occur after City collection of 2020 transit fund revenue and disposition of associated fund obligations; (iii) conveyance of title in the Real Property (defined below in Section 2) and other assets to SORTA for use in operating the bus system; and (iv) SORTA use of an agreed upon portion of the Fund 759 transfer(s) as an income tax contingency reserve to reimburse the City as needed for Income Tax Transit Fund 759 refunds/liability. Under the Amendment, SORTA agrees to maintain existing levels of bus service (pre-COVID19) in the City for the duration of the SORTA levy and successor county-wide levies.

Section 2. That the transfer of real estate located at 1401 Bank Street and the Bond Hill Garage property located at 4700 Paddock Road (together, the "Real Property") and any miscellaneous assets, is hereby authorized for the purpose of complying with the 1973 City-SORTA Agreement, Article C, Paragraph 12 and in consideration of SORTA's promise to continue to provide current levels of bus service in the City.

Section 3. That the Real Property is not needed for any municipal purpose and its conveyance to SORTA was contemplated as part of the 1973 Agreement.

Section 4. That the transfer of the City's Real Property to SORTA for operation as part of the regional transit authority is in direct exchange for SORTA's agreeing to continue to maintain pre-pandemic levels of bus service in the City as required by the 1973 Agreement, as amended.

Section 5. That eliminating competitive bidding in connection with the City's transfer of the Real Property is in the best interest of the City because the City desires to provide the Real Property as required by the 1973 City-SORTA Agreement and further SORTA's use of the Real Property shall allow for the providing of bus service in the City to benefit the citizens of the City.

Section 6. That any transfer of the sum provided for in this ordinance and transfer of the Real Property and assets shall not be made until SORTA and the City execute the Amendment, which shall address the transfer of funds, the transfer of the Real Property and assets, and also SORTA's promise to continue to operate bus service in the City at or above agreed upon minimum service levels, which agreement shall be in substantially the form of the draft Amendment attached hereto as Attachment A.

Section 7. That the City Manager is authorized to complete an initial reconciliation of the Transit Income Tax Fund 759 upon expiration of the Transit Income Tax in October 2020 to determine tax liabilities and exposures and report to Council the amounts in Fund 759 for purposes of complying with the Amendment. The initial reconciliation shall identify the amount available to be transferred to SORTA taking into account the City's existing obligations from Fund 759.

Section 8. That the City Manager is authorized to accept funds from SORTA that are held in SORTA's escrowed income tax contingency reserve and deposit those funds into the Transit Income Tax Fund 759 to pay amounts necessary from that Fund.

Section 9. That the City Manager and other City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance and the Amendment, including, without limitation, executing any and all other ancillary agreements, plats, deeds, easement agreements, affidavits, closing statements, and other documents.

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 transfer the Real Property to SORTA as soon as possible to allow for the execution of the Amendment described in this ordinance and to allow the corresponding benefits to the City and SORTA to begin at the earliest possible time.

Passed:	, 2020	
		John Cranley, Mayor
Attest:	erk	

# Exhibit A – Minimum Service Levels

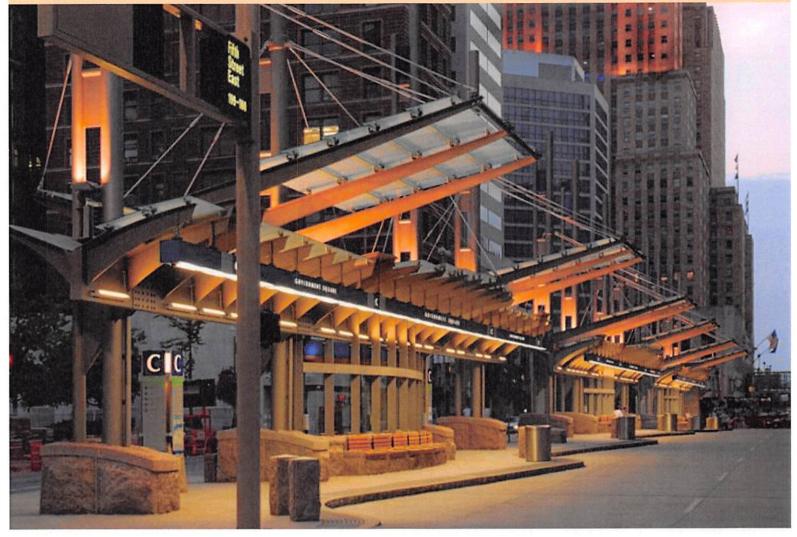
	Total Annual			
Route	City Revenue Hours City Revenue Miles			
1	2,933	38,403		
4	15,545	200,706		
6	13,986	187,642		
11	28,691	409,652		
16	7,994	112,263		
17	20,785	289,492		
19	15,309	202,860		
20	5,273	88,402		
21	18,654	249,246		
24	16,143	263,513		
27	15,457	221,860		
28	4,094	84,132		
31	23,165	310,651		
32	11,962	201,546		
33	27,297	350,145		
41	10,367	178,138		
43	48,728	651,821		
46	17,356	170,307		
49	9,505	138,736		
50	1,563	37,753		
51	22,511	311,794		
64	22,359	303,041		
78	13,182	188,517		
85	4,896	60,384		
90	19,354	271,036		
Totals	397,107	5,522,042		

Route	Route Type	Stops inside Cincinnati	1
1	Local	37	ı
2	Express		l
3	Express	33	l
4	Local	95	ŀ
6	Local	86	
11	Local	223	
12	Express	60	
14	Express	48	
15	Express	94	r
16	Local	138	
17	Local	145	
19	Local	120	
20	Local	82	
21	Local	82	
23	Express	55	l
24	Local	163	ı
25	Express	90	ı
27	Local	106	ı
28	Local	102	ı
29	Express	18	ı
30	Express	45	ı
31	Local	117	l
32	Local	130	l
33	Local	102	l
38	<del>                                     </del>	114	l
40	Express	56	l
41	Express Local	146	l
	+	+	l
42	Express	224	l
43	Local	<del></del>	l
46 49	Local	73 79	
	Local		ı
50	Local	98	l
51	Local	200	ĺ
52	Express	14	ı
64	Local	147	I
67	Express	38	l
71	Express	17	۱
72	Express	19	۱
74	Express	17	١
75 77	Express	11	I
77	Express	24	t
78	Local	133	ł
81	Express	24	ł
82	Express	22	1
85	Local	32	ı
90	Local	28	ı

In this analysis a stop is counted for each route that serves it. So the total system number includes duplicates. If a stop is serving three routes, it will be counted in each route's total once but three times in the system total

## Exhibit B - Current Bus Stops Guidelines

Southwest Ohio Regional Transit Authority



# BUS STOP DESIGN GUIDELINES



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#### **ABBREVIATIONS & ACRONYMS**

Abbreviation	Description		
ADA	Americans with Disabilities Act		
ADAAG	ADA Accessible Guidelines		
BRT	Bus Rapid Transit		
СОТА	Central Ohio Transit Authority		
PROWG	Public Right-of-Way Guidelines		
SORTA	Southwest Ohio Regional Transit Authority		
TOD	Transit Oriented Development		
TVM	Ticket Vending Machine		

#### 1. PURPOSE

Southwest Ohio Regional Transit Authority (SORTA) has over 4,000 bus stops serving its local bus operations in the City of Cincinnati and Hamilton County, in addition to Butler County, Clermont County and Warren County. One of the main goals of a transit agency is to provide all transit passengers, with varying abilities, a safe, accessible, and comfortable facility that will provide for an adequate waiting area, accurate bus information, and shelter from elements. Hence, the purpose of this document is to create guidelines for bus stops that will ensure consistent implementation of bus stops and amenities. This bus stop design guidelines document applies to bus stop infrastructure, signage, customer facilities, and other amenities that could be installed in conjunction with SORTA bus stops. This document also stresses the importance of transit facilities through compliance with Americans with Disabilities Act (ADA) and Public Right-of-way Guidelines (PROWAG).

#### 2. INTRODUCTION

The public's first impression of SORTA and its services is the bus stop. It is also the first point of contact between the passenger and the bus service. The spacing, location, design, and operation of bus stops significantly influences transit system performance. In addition, it is vital that a bus stop is an easily identifiable, safe, accessible, clean and comfortable place to wait for the bus. SORTA strives to make bus stops a positive contribution to communities' streetscapes and a place where patrons can obtain transit-related information and are encouraged to use public transit.

SORTA is responsible for the siting and installation of new bus stops in conjunction with the local jurisdiction in which the bus stops are located. SORTA staff provides initial recommendations regarding bus stop placement and what amenities will be installed. SORTA then works with the local jurisdiction to obtain permits for the installation of the bus stop and to finalize its location. If concrete pads are constructed at bus stops, SORTA is responsible for ensuring that the bus stop meets all federal and local guidelines and regulations, including those associated with the ADA requirements.

Although it is SORTA's role to provide public transit service throughout the Greater Cincinnati area and to install bus stops, it is usually the role of local municipalities and developers to provide infrastructure for pedestrians, motorists, and bicyclists to access that transit service. Hence, when new development or redevelopment occurs at or near an existing SORTA bus stop location, it is the developer's and the local jurisdiction's responsibility to ensure that the bus stop can be properly served by SORTA's transit vehicles and easily accessed by transit riders. Compliance with the ADA guidelines as well as roadway design standards is crucial to providing access to transit.

SORTA urges developers to take existing and proposed bus stops into consideration from the inception of the planning and design processes. Developers and local officials should coordinate with and get the guidance of SORTA staff in making design decisions on development and local infrastructure that affects transit stops.

#### 2.1. GOALS

The purposes of the guidelines are to:

- Enhance consistency in bus stop placement and design throughout the SORTA service area.
- Urge local municipalities to design bus stops to be served by SORTA that meet the operational guidelines and requirements of its vehicles.
- Encourage the local community to utilize public transit through the provision of safe, comfortable, and convenient transit facilities.

The document is organized as follows:

**3 Bus Stop Location:** This section provides guidelines for improving customer experience on the street side of planned bus stops. It also presents guidelines for suitable bus stop placement relative to the intersection, and different types of street-side designs like on-street stops, curb-extensions, and bus bays.

**4 Bus Stop Spacing:** This Section discusses guidelines on appropriate spacing between bus stop locations and an analysis of the current spacing between stops for the SORTA lines.

- **5 Bus Stop Elements and Passenger Amenities:** This section details guidelines for improving the overall accessibility to bus stops and coordination of bus stop elements such as bus stop signs, bus stop posts, information cases, passenger information, bus stop shelters, benches, bus stop lighting, ADA landing pads, trash cans, vendor boxes, and art at transit stops.
- **6 Process for Determining Addition or Removal of Amenities:** This section provides a flow chart showing the steps and process SORTA follows for either adding or removing an amenity at a bus stop. The process concludes with the implementation of numerous interrelated decisions.
- **7 Roadway Design for Transit Vehicle Use:** This section provides details of geometric design guidelines for bus stops and bus routes.
- **8 Transit Oriented Development (TOD):** The land use development and transportation system patterns of a city or neighborhood are closely linked and strongly affect the efficiency and viability of public transportation. This section represents the importance of creating more vibrant and convenient communities in which people would live and work, where car ownership is not a necessity, and household transportation costs can be kept low.
- **9 Public Involvement Concerning Bus Stops and Inputs:** This section discusses strengthening the link between transit planning and community planning. It focuses on stimulating increased participation in the decision- making process by community organizations, minority and low- income residents, and persons with disabilities.

#### BUS STOP LOCATION AND INFRASTRUCTURE

This section discusses the physical location of a bus stop from two aspects: relative to the intersection, and relative to the travel lanes. The first part of this section deals with the placement relative to the intersection as in a stop being located just before an intersection, just after the intersection or mid-block. The characteristics, advantages and disadvantages of each of these placements are discussed below.

In terms of bus stops' physical location relative to the travel lane, this section discusses how stops may be located at the curb next to the travel lane, or may be a curb stop along a parking lane, a curb bulb or as a bus bay. Each of these are discussed along with their characteristics.

#### 3.1. Location of Bus Stops

The location of a bus stop generally refers to the placement of the stop relative to the nearest intersection. The three types of bus stop placement—as it relates to the intersection—are: Far-side (located immediately after an intersection); Near-side (located immediately before intersection); and Mid-block (located between intersections).

Far-side stops occur when the bus makes a stop after proceeding through the intersection. Studies have found that far-side bus stops are the preferable choice for service in general because they reduce conflicts between right-turning vehicles and stopped buses, eliminate sight-distance deficiencies on approaches to an intersection and encourage pedestrian crossing at the rear of the bus. Mid-block stops occur when the bus stops in between intersections, usually in a well-defined area. The main advantage of a mid-block stop is when the stop has a large volume of riders, requiring a larger waiting area than space allows at the intersection. Near-side stops occur when the bus stops before the intersection. Advantages are the passengers can board and alight closer to the crosswalk. On the other hand, there may be some safety concerns related to near-side stops. It is important to note that the final decision on bus stop location is dependent on ease of operation, transfer situations, space availability, traffic volumes, pedestrian facilities, safety considerations, and other conditions found at that site. It is also important to note that bus stops are typically located in pairs (one at each side of the street along two-way route segments) and should be positioned close together along the route to ensure simplicity in planning the return trip. Each type of bus stop location offers advantages and disadvantages to bus drivers, bicyclists, and pedestrians—which are explained in the following sections.

#### 3.1.1. Far-Side Stops

For a standard 40-foot transit bus, the bus stop should be located at least 50 feet after the intersection to ensure that the rear of the bus does not extend into the intersection or straddles the pedestrian crosswalk. Figure 1 illustrates an example of a far-side bus stop. Far-side bus stop locations should be the default unless there are overwhelming safety, operating or other concerns.

#### 3.1.2. Near-Side Stops

Bus stops located near-side of the intersection should be placed at least 5 feet from the crosswalk to impede the bus from straddling the crosswalk while it's stopped to serve the stop. Figure 2 illustrates an example of a near-side bus stop. Near-side bus stop should be utilized if:

- Far-side is not feasible due to safety or operating reasons
- The primary trip generator is downstream from the intersection.
- Existing pedestrian facilities are greater than on the far-side.
- Pedestrian movements are safer than on the far-side.
- Route requires a right turn at the intersection.
- Vehicular traffic is heavier on the far-side.

#### 3.1.3. Mid-Block Stops

Generally mid-block bus stops are not preferred and should be avoided whenever possible. Figure 3 illustrates an example of a mid-block bus stop. A case that might necessitate a mid-block bus stop is where:

• The major trip generators are between intersections and cannot be served at the nearest intersection.

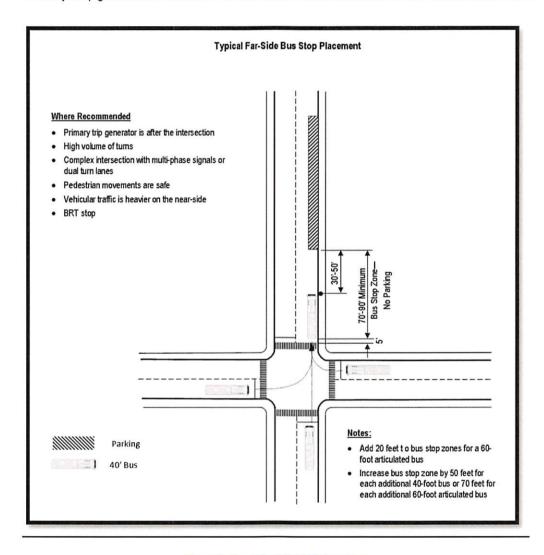


Figure 1: Example of Far-Side Bus Stop

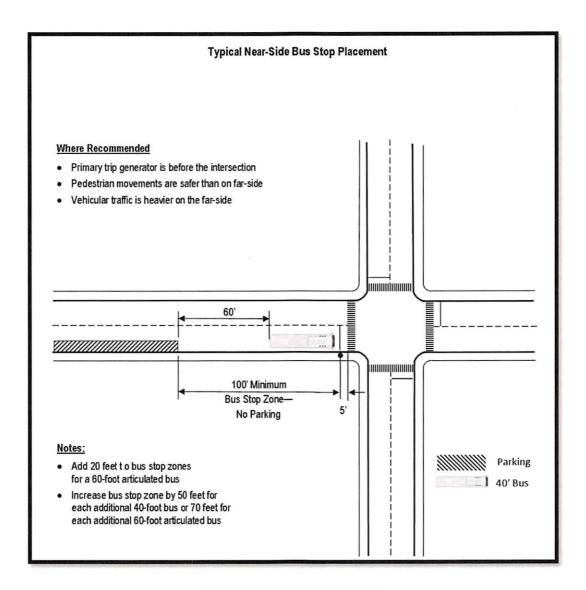


Figure 2: Example of Near-Side Bus Stop

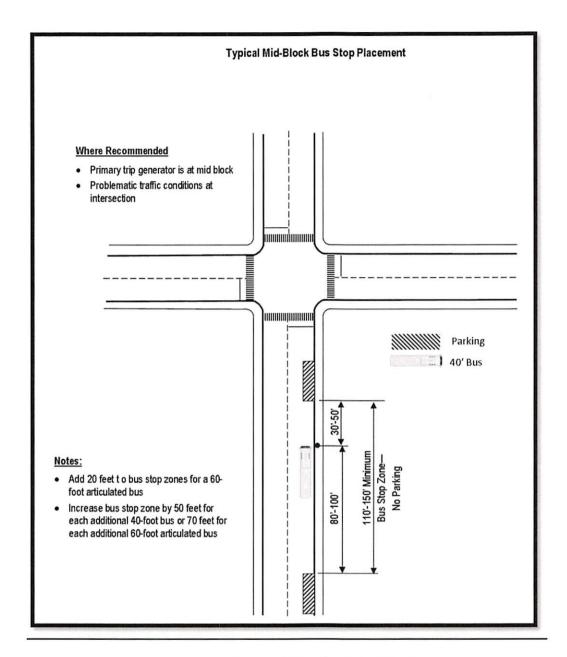


Figure 3: Example of Mid-Block Bus Stop

#### 3.2. Bus Stop Installation Considerations

When considering a bus stop location relative to an intersection, the following factors should be taken into consideration:

- Adjacent land use and activities, including major trip generators and origins/destinations of special populations.
- Bus route alignment (for example, turning movements at an intersection).
- Intersecting transit routes and transfer possibilities.

- Pedestrian access accessibility should be considered in the placement of all new bus stops; though the
  construction of sidewalks and other pedestrian infrastructure is often beyond the control of SORTA, bus
  stops should be placed in accessible areas to the extent possible given existing conditions.
- Existing right-of way wherever possible, bus stops should be located where there is adequate right-of-way space for the construction of passenger amenities.
- Traffic conditions (volume and speed) and traffic control devices.

In addition, to allow for safe maneuvering for a left turn, Table 1 shows the minimum distance from bus stop to intersection for left turn movement. For example, on a 4-lane street with a 45 mph rated speed, a bus stop should be at least 600 feet from the intersection to allow enough distance for the driver to cross 3 lanes to make a left turn. Additional distance may be required in highly congested areas.

Table 1: Minimum Distance from Bus Stop to Intersection for Left Turn Movement (based on posted speed, traffic volume, & number of lanes to be crossed)

	Number of Lanes Crossed					
MPH	1	2	3	4	5	
65	750 ft.	775 ft.	825 ft.	875 ft.	925 ft.	
60	675 ft.	725 ft.	775 ft.	825 ft.	875 ft.	
55	625 ft.	650 ft.	700 ft.	750 ft.	800 ft.	
50	575 ft.	600 ft.	650 ft.	675 ft.	725 ft.	
45	525 ft.	550 ft.	575 ft.	600 ft.	625 ft.	
40	450 ft.	475 ft.	525 ft.	550 ft.	575 ft.	
35	400 ft.	425 ft.	450 ft.	475 ft.	500 ft.	
30	350 ft.	375 ft.	400 ft.	425 ft.	450 ft.	
25	275 ft.	300 ft.	325 ft.	350 ft.	375 ft.	
20	225 ft.	225 ft.	250 ft.	275 ft.	300 ft.	

Source: TCRP-19: Guidelines for the Location and Designs of Bus Stops

#### 3.2.1. Accessibility Factors

Whether the bus stop is located near-side, far-side, or mid-block, the bus stop location should have adequate sidewalk connections, and roadway crossing amenities (e.g. marked crosswalks, median islands, curb ramps or cuts, pedestrian signals, etc.).

#### 3.2.2. Safety

For safety purposes, bus stops should not be placed in the following locations:

- On the side of a roadway with limited space for pedestrian movement (i.e. constrained by a ditch, guardrail, or retaining wall).
- Around a blind curve, where oncoming traffic will be unable to see a stopped bus.
- Immediately over a crest of a hill, where oncoming traffic will be unable to see a stopped bus.
- On limited-access roads.

- In proximity to driveways; however, where unavoidable, the following should be taken into consideration:
  - Attempt to keep at least one exit and entrance driveway open for vehicles to access site.
  - o Locate stop so passengers do not wait, board, or alight in driveway.
  - o It is preferable for the bus to **fully** rather than **partially** block a driveway.

#### 3.2.3. Other placement considerations

- Bus stops should be placed where they are easy to see by the bus driver, as well as other drivers and bicyclists.
- Bus stops should preferably be placed close to existing pedestrian crossings, good pedestrian infrastructure and adequate lighting.
- In high-transfer locations, bus stops should be located so as to minimize the intersection crossings required of transferring passengers.
- In areas with on-street parking, parking restrictions will need to be put in place to ensure bus access to the curb.

The relative advantages and disadvantages for each type of bus stop placement are illustrated in Table 2.

**Table 2: Bus Stop Locations** 

Location Related to Intersection	Advantages	Disadvantages	Where Recommended
Far-side (Located immediately after an intersection)	Does not conflict with vehicles turning right.  Appropriate after the route has made a turn.  The stopped bus does not obscure sight distance to the left for vehicles entering or crossing from the side street.  At signalized intersections, buses can more easily re-enter traffic.  The stopped bus does not obscure traffic control devices or pedestrian movements at the intersection.	The stopped bus obscures the sight distance to the right of drivers entering from the cross street to the right of the bus.  If the bus stops in the travel lane, it may result in queued traffic behind it blocking the intersection.	When traffic is heavier on the near-side than on the far-side of the intersection.  At intersections where heavy left or right turns occur.  When pedestrian access and existing landing area conditions on the far-side are better than on the nearside.  At intersections where traffic conditions and signal patterns may cause delays.  At intersections with transit signal priority treatments.
Near-side (Located immediately before an intersection)	Less potential conflict with traffic turning onto the bus route street from a side street. The bus boarding door is close to the crosswalk.  Bus has intersection to merge into traffic.  Bus Driver can see oncoming buses with transfer passengers.	Potential conflicts with right turning traffic due to cars cutting in front of the bus.  The stopped bus obscures vehicle driver's sight of pedestrians entering from the right (from in front of the bus).  The stopped bus may block visibility of the stop signs or	When traffic is heavier on the far-side than on the approaching side of the intersection.  When pedestrian access and existing landing area conditions on the near-side are better than on the far-side.  When street crossings and other pedestrian movements are safer when the bus stops on the near-side than the far-side.

		traffic signals.  At signalized intersections, may result in schedule delays.	When the bus route does not go straight through the intersection.  When adequate sight distance can be achieved at the intersection.  At intersections with bus queue jump lane
Mid-Block (Located 300 feet or more beyond or before an intersection)	The stopped bus does not obstruct sight distances at an intersection.  May be closer to major activity centers than the nearest intersection.  Less conflicts between waiting and walking pedestrians.	Requires most curb clearance of the three options (unless a midblock sidewalk extension or bus bulb is built).  Encourages mid-block jaywalking.  May increase customer walking distances if the trip generator is close to an intersection. Length of mid-block stops can vary due to depth of a turn-out and a bus's ability to maneuver in/out of traffic lanes.	When traffic or street/sidewalk conditions at the intersection are not conducive to a near-side or far-side stop.  When the passenger traffic generator is located in the middle of a long block.  When the interval between adjacent stops exceeds stop spacing standards for the area.  When a mid-block stop is compatible with a corridor or district plan.

Source: COTA Bus Stop Guidelines

#### 3.3. On- Street Bus Stop

On-street stops are locations where the bus stops in the travel lane, parking lane or shoulder. These types of bus stops are most commonly used because of their operating efficiency. They provide easy access for bus operators and have minimal delays to service. In addition, these types of stops can be established, relocated or eliminated with relative ease.

#### 3.3.1. Usage Factors

While on-street bus stops are the most common and the easiest to establish, there are some site characteristics that should be considered when evaluating a location for an on-street stop. Here are some considerations:

- Posted speed limit not to exceed 40 mph.
- Proper street lighting.
- Proximity to controlled intersections.
- Availability of pedestrian facilities (i.e. sidewalk, crosswalks, pedestrian signals).
- Adequate curb clearance to accommodate buses pulling in and out of bus stop zone (applicable to stops in the parking lane or shoulder).
- Suitable right-of-way for passenger amenities and wheelchair access.

On-street bus stops (that do not require curb modifications) may be implemented in 2 different ways based on space availability, and operating considerations. The two types are:

- 1. In Travel Lane
- 2. In Parking Lane

#### 3.3.2. Bus Stop Installation Types

Any of the above discussed stops may be implemented in a number of configurations. A bus stop may be "installed" as a curb lane stop, where the bus stops in the travel lane; further, a bus stop may be installed within a parking lane, or as bulb. The type of installation depends entirely on roadway and sidewalk design, posted speed limit, traffic signalization, traffic conditions, the number of buses servicing the stop at a time, length of the stop layover, curbside clearance, and position of the stop related to the intersection. The following sections explain each of these installation types.

#### 3.3.3. Bus Stop in Travel Lane

On-street bus stops that are located in the travel lane require minimum design and are the simplest of the three kinds of on-street bus stops to create. In this case, a bus travelling on the right lane will simply stop in its travel lane. Stops within the travel way should be avoided at locations with high volumes of rider activity, at which the bus may be stopped for significant periods of time and could possibly disrupt the flow of traffic. Figure 4 represents a typical on-street bus stop in the travel lane.

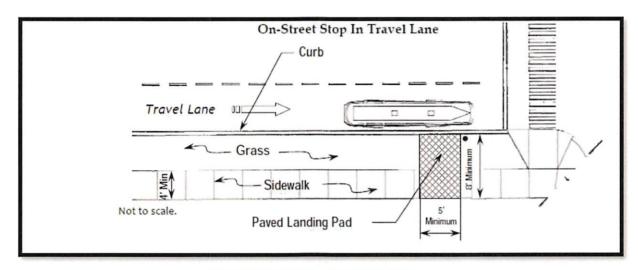


Figure 4: Example of Bus Stop in Travel Lane Source: WMATA Bus Stop Guidelines.

#### 3.3.4. Bus Stop in Parking Lane

In this scenario, a bus will use the parking lane to make a stop. The bus will be traveling in the lane next to the parking one, crosses over to the parking lane and stops at the bus stop. After departure, the bus will leave the parking lane and travel in the travel lane. The bus stopping and acceleration/deceleration areas need to be designated as "No Parking" with enforcement, to make sure parked cars do not block bus access to the curb and render the stop inaccessible to passengers who use wheelchairs. As a result of the parking capacity that this kind of bus stop removes, the jurisdiction may want to consider constructing a curb bulb for stops which otherwise could be made on street. Figure 5 represents a typical on-street bus stop in the parking lane. Table 3 shows space requirements for travel lane at the bus stop.

Table 3: No Parking Zone Requirements for In Line/Travel Lane Bus Stops

Bus Stop Relationship to Intersection	Minimum Clearance for Standard Bus
Near-Side Bus Stop	100 Feet (60 feet behind bus)
Far-Side Bus Stop	90 Feet (50 feet in front of bus)
Far-Side Bus Stop After Turn	90 Feet (50 feet in front of bus)
Mid-Block Bus Stop	150 Feet (50 feet in front of bus)

Source: TCRP-19: Guidelines for the location and Designs of Bus Stops

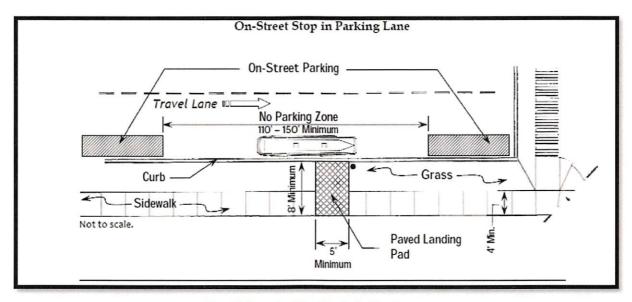


Figure 5: Example of Bus Stop in Parking Lane Source: WMATA Bus Stop Guidelines.

#### 3.3.5. Bus Stops and Driveways

For on- street bus stops, it is recommended that bus stops not be placed near driveways. However, if a placement near a driveway is unavoidable:

- Attempt to keep at least one exit and entrance open to vehicles accessing the property while the passengers are boarding and alighting the bus. When there are two driveways to a lot on the same street, the upstream driveway should be blocked forcing vehicles to turn behind the bus to enter the driveway.
- It is recommended to fully block a driveway to prevent vehicles from attempting to squeeze by the bus in a situation with reduced sight distance.
- Install bus stops at locations to allow good visibility for vehicles leaving property to minimize cars/bus conflicts. This is best achieved by placing bus stops where driveways are behind the stopped bus.
- Make sure that passengers have a safe area to wait where boarding occurs in or adjacent to driveway.

#### 3.3.6. Accessibility Factors

Buses should have access to the curb adjacent to the bus stop particularly for stops that are in parking lane or on shoulder. This will allow safe access for all types of customers to board and alight the bus. Further, on-street bus stops should be located so that the front door of the stopped bus aligns with the ADA landing pad.

#### 3.4. Curb Bulb

#### 3.4.1. Introduction

Curb bulbs, also known as curb extension, bulb-out, bump out or nub, is an extension of side walk into an existing parking lane, creating additional space for pedestrian movement and waiting area. Installing curb extensions along transit routes can increase the efficiency of a route by reducing the amount of time a bus is stopped at a bus stop. Delays caused by buses re-entering the flow of traffic can be eliminated by allowing the bus to remain within the travel lane when stopped for customers to board and alight. Curb bulbs provide enough space for bus passengers to comfortably board and alight from the bus away from nearby general pedestrian traffic. Furthermore, curb bulbs shorten the pedestrian walking distance across a street, which reduces pedestrian exposure to on-street vehicles; therefore, enhancing sight angles for pedestrians and motorists. Finally, curb bulbs are intended to maximize pedestrian space while increasing pedestrian safety and transit operations.

Even though more expensive to construct, the installation of a curb bulb can overcome limitation to on-street parking and sidewalk space needed for transit amenities by providing additional space for boarding or waiting areas, shelters, benches, and trash cans. In addition, a curb bulb reduces the length of the bus stop zone and eliminates the need for deceleration and acceleration space, allowing for more on-street parking and prevents parking within the bus stop zone. Curb bulb should not be considered where traffic is high volume or on high speed roadways where speeds are greater than 45 miles per hour as vehicle stacking can become challenging. Figure 6 represents a curb bulb.

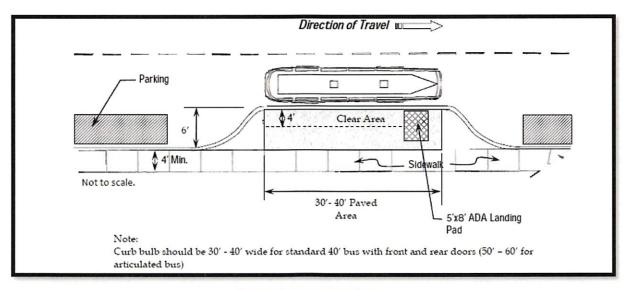


Figure 6: Example of Curb Bulb Source: WMATA Bus Stops Guidelines.

Table 4: Represents Minimum Bus Bulb Dimensions

Requirement
<45 MPH
8 Feet
30 Feet (Standard) 45 Feet (articulated)

#### 3.4.2. Usage Factors

Curb bulbs should be located:

- On newly constructed streets.
- On streets with high pedestrian activity and high traffic volumes.
- On streets with a history of pedestrian safety concerns.
- On wide streets with lengthy pedestrian crossing distance and times.
- In areas where curbside parking is critical.
- In areas with limited curb clearance.
- In areas where buses experience delays in re-entering the traffic lane.
- In areas where traffic calming is desired.
- Where the existing sidewalk is too narrow to accommodate transit amenities or pedestrians through traffic is limited.

#### 3.4.3. Design Factors

Curb bulbs should be 30 feet to 40 feet long for a standard 40 foot transit bus that has front and rear doors. And for a 60 foot articulated bus, the curb clearance should be 50 feet to accommodate rear door access.

#### 3.4.4. Accessibility Factors

To inhibit obstruction to the front and rear doors of the bus, a 4-foot wide area adjacent to the curb needs to be clear of such items as trash containers, vendor boxes, electricity poles, planters, benches and shelters. The cemented area of the curb bulb should be connected to a 4 feet wide sidewalk.

#### 3.5. Bus Bays

A bus bay stop is a type of stops that is separated from the normal travel lane and is designed to allow through traffic to flow freely without the obstruction of stopped buses. Bus bays are typically provided on high-volume or high-speed streets that allow buses to pick up and drop off customers outside of the travel lane. Heavily jammed arterial roads, where there are large numbers of people who board and alight, may benefit from the installation of a bus bay stop. This kind of stopping area should be designated as a "No Parking & No Stopping" area and be reinforced with a concrete pad. This kind of structure requires enough right-of-way so that sidewalk capacity would not be negatively affected. Although a bus bay's preferable width is 12 feet, 10 feet may also be acceptable. The total length of a bus bay should allow room for an entrance taper, a deceleration lane, a stopping area, an acceleration lane, and an exit taper. Figure 7 and Figure 8 provide examples of bus bay layouts while Table 5 provides the minimum required dimensions for Bus Bays. Table 6 represents acceleration and deceleration dimensions for Bus Bays.

The two common types of bus bays are (both described later):

- Parallel bus bay.
- Sawtooth bus bays.

#### 3.5.1. Usage Factors

Criteria to be considered for using bus bays should include:

- Traffic speeds that exceed 40 miles per hour.
- Traffic in the curb lane that exceeds 250 vehicles during the peak hour.
- Average peak-period dwell time exceeds 30 seconds per bus.
- Buses are expected to lay over at the end of a trip.
- Multiple buses service the stop at the same time.
- History of repeated traffic and pedestrian accidents at stop location.
- Potential for auto/bus conflicts warrants separation of transit at stop location.
- A right-of-way width that is adequate to construct the bay without adversely affecting sidewalk pedestrian movement.



Figure 7: Example of SORTA Bus Bay

## 3.5.2. Parallel Bus Bays

This kind of stop is commonly referred to as a bus bay, or turn-out. They are constructed as an inset into the curb, typically with tapered ends for acceleration and deceleration. There are two kinds of parallel bus bays: closed bus bays and open bus bays. Closed bus bays have tapered ends for acceleration and deceleration, whereas open bus bays have one tapered end either for acceleration or deceleration, but not both. Generally, closed bus bays are preferred because it provides the greatest level of protection for buses with the least amount of disruption to traffic. The bus zone, including the deceleration and acceleration areas, should be designated as "No Parking & No Stopping". In addition, the surface area of the bus stop zone should be constructed of concrete.

Table 5: Represents Minimum Bus Bay Dimensions

Criteria	Requirement
Design Speed	>40 MPH
Minimum Width	12 Feet
Bus Stopping Area*	50 Feet (Standard) 70 Feet (articulated)

<sup>\*</sup>Note: All Bus Bays located in urbanized areas (curb and gutter) shall be designed to accommodate as least 2 busses.

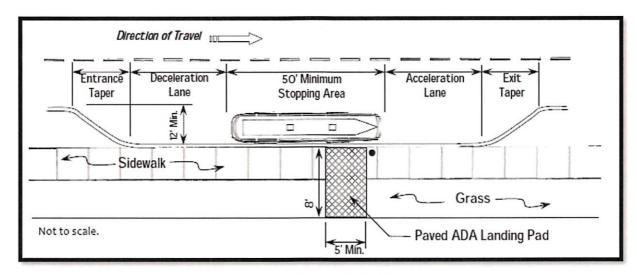


Figure 8: Example of Parallel Bus Bay

Table 6: Provides Acceleration and Deceleration Dimensions for Bus Bay

	Acceleration and Dec	eleration Dimensions	
Through Speed (mph)	Acceleration Lane Length (feet)	Deceleration Lane Length (feet)	Entrance and Exit Taper Length (feet)
35	250	184	170
40	400	265	190
45	700	360	210
50	975	470	230
55	1400	595	250
60	1900	735	270

Source: TCRP-19: Guidelines for the location and Designs of Bus Stops

## 3.5.3. Sawtooth Bus Bays

In off-street bus stopping areas, such as bus transfer centers, and park & ride lots, sawtooth bus bays are preferred for their efficient use of constrained curb space. Sawtooth bays are usually wider than parallel bays; however, they require shorter curbside distance as buses typically are moving at a much slower speed in these facilities. Figure 9and Figure 10 represent examples of a sawtooth bus bays.

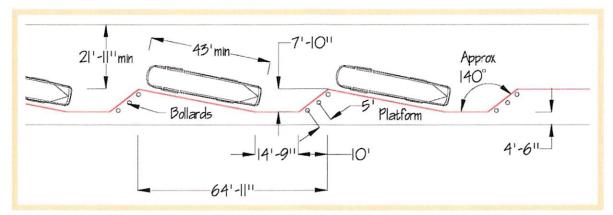


Figure 9: Example of Sawtooth Bus Bay
Source: Accessing Transit – Designing Handbook for Florida Bus Passenger Facilities

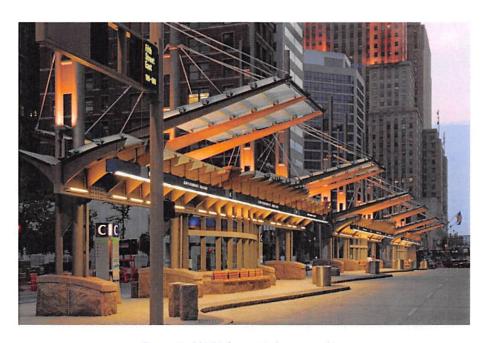


Figure 10: SORTA Sawtooth, Cincinnati, Ohio

## 4. BUS STOP SPACING

Stop spacing distances in Table 7 were developed for the bus stop optimization project. Thresholds for residential density patterns were aligned with the documented Central Ohio Transit Authority (COTA) stop spacing standards, with the addition of an employment density component based on the natural breakpoints in employment found within the SORTA service area.

Table 7: Recommended Stops Spacing

Operating Environment	Density	Optimal Stop Spacing min (feet)	Number Stops per mile
High Density	> 20 residents per acre > 10 jobs per acre	700 – 900	6 - 8
Moderate Density	10-20 residents per acre 5-10 jobs per acre	1,000 - 1,300	4 - 5
Low Density	< 10 residents per acre < 5 jobs per acre	1,300 - 1,800	3 - 4

Although these distances are to be used as the optimum minimum distances between stops, there may be times when stops need to be closer or farther apart depending on critical needs.

## BUS STOP ELEMENTS AND PASSENGER AMENITIES

#### 5.1. Introduction

SORTA has over 4,000 bus stops and just like many other transit agencies, SORTA's resources for providing and improving customer facilities are limited, requiring the need to concentrate on what and where improvements should be made. These improvements enhance safety, accessibility, and/or comfort and convenience at and around bus stops. SORTA follows a hierarchy of bus stop elements and passenger amenities. The hierarchy of bus stops includes stops that are basic, enhanced and transit center. However, it's important to note that there are no strict criteria that determine whether a particular bus stop will be basic, enhanced, or transit center. Instead, amenities at bus stops are decided on a case-by-case basis and affected by a variety of factors, including ridership, existing conditions, number of routes serving the stop, transfer opportunities, and special populations served by the stop. Table 8 provides a list of recommended elements and passenger amenities for each bus stop class. Table 9 provides minimum ridership figures that would justify the addition of bus stop elements and amenities.

## SORTA's bus stop hierarchy types are:

- Basic
- Enhanced
- Transit Center
- Bus Rapid Transit (BRT)
- Park and Ride

Table 8: Bus Stop Hierarchy ("O" is optional amenity and "S" is standard for that bus stop type)

Amenity	Basic Stop	Enhanced Stop	Transit Center	Bus Rapid Transit (BRT)	Park and Ride
SORTA Sign	S	S	S	S	S
Regulatory Sign	S	S	S	S	S
ADA Landing Pad	0	S	S	S	S
Information Case	0	S*	S	S	0
System Map	0	S**	S	S	0
Seating	0	Trip Generator Based	S	S	S
Shelter	0	S**	S	S	S
Lighting	S	S***	S	S	S
Trash Receptacles	Site Specific	Site Specific	S	S	S
Bicycle Rack	0	S***	S	0	S
Real Time Display	0	S	S	S	0
Interactive Phone System on Site	0	0	S	0	0
TVM	0	0	S	0	0

<sup>\*</sup>Major Stops

<sup>\*\*50 +</sup> boarding/day

<sup>\*\*\*</sup>Site Specific

Table 9 describes the minimum daily boardings required at a particular stop to justify the provision of certain amenities. However it is important to make clear that these are guidelines and exceptions may be made. For example, at locations where there is a large number of elderly and/or individuals with special needs, the minimum boardings may be relaxed. On the other hand, locations where they meet the minimum boardings listed in Table 9 may not require certain amenities (i.e. a bench) if the frequency of service is extremely high.

Table 9: Required Daily Boarding Figures

		Daily Bo	arding's		
Feature	<25	25-49	50-99	100-250	>250
Sign and Pole	1	1	1	1	1
Accessible	1	1	1	1	1
Bench		1	1	✓ .	1
Passenger Shelter			1	1	1
Timetable				1	1
Route Map/Info			1	1	1
Trash Receptacles				✓	1
Bus Pads	1	1	1	✓	1
Lighting			1	/	1
Electronic Sign					1

## 5.1.1. Basic Bus Stops

Basic bus stops are stops that are marked out by the placement of a SORTA route sign, without requiring additional improvement. These kinds of stops are placed in areas with existing sidewalks, or in areas without existing sidewalks but no other construction were being performed at the time of installation. Figure 11 represents a basic bus stop. The Basic bus stops are utilized where boardings/alightings activities are light and where, usually, no transfers occur.



Figure 11: Example of SORTA Basic Bus Stop

## 5.1.2. Enhanced Bus Stops

Enhanced Bus Stops are boarding/alighting stops that have an ADA landing pad connected to a sidewalk and a SORTA route sign. Further, if the stop has adequate daily ridership, additional amenities such as shelters and benches are recommended. Figure 12 illustrates an example of a SORTA enhanced bus stop.



Figure 12: Example of SORTA Enhanced Bus Stop (with bench and trash bin)

#### 5.1.3. Transit Centers

Transit Centers are boarding/alighting areas designed to be served by multiple routes. They're located at major destinations with high numbers of transfers, where several bus routes converge. Transit Center stops have shelters, benches and other amenities. They serve as efficient "hubs" to allow passengers from various locations to assemble at a central point to take advantage of express trips or other route-to-route transfers. Figure 13 represents SORTA's Government Square Transit Center stop.

#### 5.1.4. Special Service Stops (Metro Plus)

Special Service stops are designated as a limited stop/skip stop service. In terms of SORTA service, these are stops served by Metro Plus service. This type of stops serves a select number of bus stops along selected corridors in order to provide a higher level of service. They should have the same amenities as basic stops as well as a system map, real time travel information and additional passenger waiting shelter(s) for boardings of 300 or more per day.



Figure 13: Transit Center, Government Square, Cincinnati, Ohio

#### 5.1.5. Park-and-Ride

Park-and-Ride lots are off-street intermodal facilities which allow users to change from automobile travel to public transit. Park-and-Ride facilities may consist of parking garages and/or paved areas used for transit riders to park their automobiles while commuting by bus. In addition, park-and-ride facilities serve as collector sites for bus service or as transit centers. A typical park-and-ride facility includes shared-use lots (passengers and non-passengers use it) or permanent, single use lots or garages. Since customers likely arrive by cars, the service area for a park-and-ride facility is much greater than a typical pedestrian bus stop and may:

- Serve local/BRT/express bus service
- Be located at end of a route
- Require shelter, benches and information signs
- Include charging stations for electric cars
- Include restroom facilities for drivers

## 5.2. Bus Stop Sign

#### 5.2.1. Introduction

Bus stop signs are placed to notify the general public and bus drivers of the designated location of the bus stop. To prevent signs from being struck by the bus mirrors, signs should be placed at a sufficient distance from the curb as not to interfere with bus mirrors and affect the pedestrian path of travel. For best visibility, bus stop signs should

usually be placed 2 feet from the face of curb and no further than 4 feet away from the face of curb so that they are still clearly visible to riders and bus operators. The sign flag should be mounted on the pole perpendicular to the roadway and allow for 7 feet of clearance below the bottom of the sign. Location of signs must follow the provisions with city standards, policies and guidelines as outlined in Cincinnati Municipal Code Section 502-22. Further, stop signs publicize services and routes being served at such locations. Figure 14 represents SORTA bus stop signs.



Figure 14: SORTA Bus Stop Signs

## 5.2.2. Usage Factors

Each active SORTA bus stop location should be marked with a bus stop sign and text indicating which routes serve the stop.

## 5.2.3. Design Factors

Minimum information on the bus stop sign should include:

- Metro name
- Metro logo
- Customer Service phone number
- Website address
- 4-digit stop ID
- Route numbers/names.

The sign must be easily visible to the approaching bus operator and customers and be clear of the side mirrors of buses. Other design considerations include:

- Sign should neither obstruct nor be obstructed by other objects.
- Sign should be perpendicular to the street.

- Whenever possible, the bus stop sign should be located at the front of each bus zone.
- Whenever possible, bus stop signs should be placed independently of all other street signs to maintain transit stop identity. Figure 15 shows bus stop sign placement criteria guidelines.

## 5.2.4. Accessibility Factors

Bus stop signs should meet ADA Accessibility Guidelines (ADAAG) requirements for height, width, and visibility. The bottom edge of the sign should be positioned at a height of at least 84" above the ground. Signs mounted on bus stop shelters should also have a clearance of 84" to 98" from the base of the sign to the ground. ADAAG guidelines for information related to accessibility include:

- Locate outside pedestrian access route leading from the waiting area to the boarding and alighting area.
- Locate outside of minimum 3 feet clear circulation zone away from transit amenities and street furniture.
- Locate outside the 8 feet x 5 feet wheelchair landing pad.
- Locate outside the 4 feet minimum pedestrian access route.
- Non-glare finish characters and background.
- Characters contrasted with background with either light characters on a dark background or dark characters on a light background.
- Provide a minimum of 7 feet vertical clearance from the bottom of the sign to the ground or floor surface.
- Install at a maximum of 10 feet from the top of the sign to the ground or floor surface.

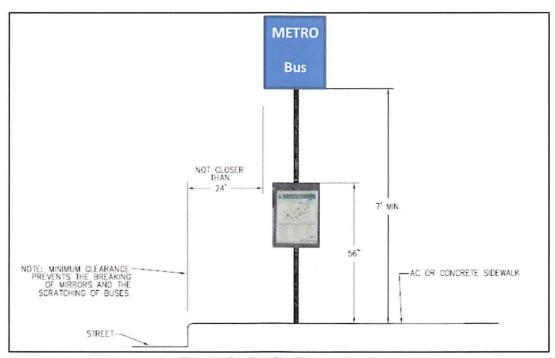


Figure 15: Bus Stop Sign Placement Criteria Source: Darnell and Associates INC.

## 5.3. Bus Stop Sign Post

#### 5.3.1. Introduction

Bus stop posts provide a way to firmly mount customer information and amenities such as the bus stop sign, and information case.

#### 5.3.2. Usage Factors

Bus stop locations should have their own bus stop posts, and using other kinds of posts such as utility poles, traffic sign posts, and light poles should be completely avoided.

## 5.3.3. Design Factors

It is recommended that bus stop sign posts be installed far-side of the landing area and be rust resistant, painted white, and uniform in design.

## 5.3.4. Accessibility Factors

It is recommended that bus stop posts be more unique and distinguishable from other posts in the same location so they are easily recognizable by customers with visual impairments. Consistent placement of the sign pole provides the bus operator with a landmark at which to align the front end of the bus to make deployment of the ramp possible. Additionally, it provides customers with an indication of where they will be boarding.

## 5.4. Information Case

#### 5.4.1. Introduction

Information cases are used to show routes serving bus stop, type of route (local or express), schedules, fares and other system information. The cases can be mounted on SORTA sign poles or be part of the overall design of a passenger shelter. Example of information cases are shown in Figure 16.







Rotational



Rotational

Figure 16: Examples of Local Information Cases

#### 5.4.2. Usage Factors

Information cases should be placed at bus stop locations with a higher ridership and stops that serve as transfer points between routes.

## 5.4.3. Design Factors

Information cases are generally installed on the bus stop poles, but can be part of the overall design of the customer shelter. Cases that are installed on the bus stop poles can be either rectangular or cylindrical. While the bus schedules, timetables, and maps that are posted in the information case are not subject to ADAAG, the information case itself must meet applicable ADAAG requirements to ensure that they do not create a potential hazard for pedestrians. Some recommendations for route or passenger information displays are as follows:

- Provide updated information when changes are made to routes and schedules.
- Consider the quality and appearance of information displays. A visually poor route map conveys a negative impression of the system.
- Make information display permanent. Temporary methods for displaying information (such as tape mounting) create cluttered, unsophisticated appearance at the bus stop.
- Follow ADA clearance, mobility, and guidelines for access of information by individuals with impairments.

## 5.4.4. Accessibility Factors

There are a few types and styles of information cases such as stationary and rotational. Although the type of information case and placement may vary by jurisdiction, a paved access to all transit information displayed in the case must be provided. An advantage of an information case that's able to rotate or spin around the bus stop pole is that paved access only needs to be provided on one side of the case. It's important to note that cylindrical cases may distort the text and make it difficult to read/see for some. The recommended height for placing or viewing information case for passengers that are either seated or standing is between 48 inches to 67 inches on center from the ground. Figure 17 provides suggested viewing heights.

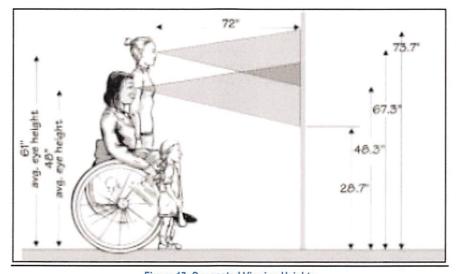


Figure 17: Suggested Viewing Heights
Source: Design for Accessibility: A Cultural Administrator's Handbook.

## 5.5. Lighting

#### 5.5.1. Introduction

Lighting within the bus stop area enhances safety by improving both SORTA's operator and rider visibility. Lighting also provides a sense of security and contributes to defining the waiting area, in addition to illuminating route and schedule information for patrons. Further, good lighting can enhance one's sense of comfort, while bad lighting can encourage the misuse of a facility. Finally, the addition of lighting at a bus stop may enhance overall security in the surrounding area as part of a CrimePprevention Through Environmental Design (CPTED) approach.

## 5.5.2. Usage Factors

Proper lighting should be considered for stops based on their location, usage and service hours (early morning and late night service).

#### 5.5.3. Design Factors

To avoid lighting cost, bus stops can be located near existing street lights. The bus stop signage should be illuminated and, if present, shelter fixtures can provide added light levels. Bus stop light fixtures or shelter illumination should be between 2.0 to 5.0 foot-candles. However, shelter lighting should be on the lower range as to not create a spotlight affect, where it's difficult for passengers waiting inside the shelter to see outside. Wherever possible, energy saving devices, such as efficient lamps, solar power, and daylight sensing equipment should be used.

## 5.6. ADA Landing Pad

#### 5.6.1. Introduction

Level and paved waiting areas with adequate space provide greater access to transit service for wheelchair users, the elderly, and other encumbered riders such as parents with strollers. Another benefit to providing an adequate waiting area is that passengers waiting for the bus will be set back further from the curb and the flow of traffic. Figure 18 provides an example of ADA landing pads.



Figure 18: Landing Pad with Sidewalk Set Back from Curb

## 5.6.2. Usage Factors

Creating a bus stop with just a pole and sign does not automatically initiate the need for an ADA landing pad unless other improvements such as shelters and other amenities are constructed. Nevertheless, in order to enhance access to transit services to all, it is recommended that ADA landing pads be constructed, to the extent possible, at all bus stop locations. Whenever municipalities or other jurisdictions undertake construction or renovation of an accessible pathway in close proximity to an existing or proposed bus stop, SORTA should require that the project include making those stops fully ADA- accessible, including an ADA landing pad and accessible route to the stop. SORTA will place new stops in accessible locations to the maximum extent practical but will not install a pad or shelter in locations without existing pedestrian facilities. Figure 19 represents an example of some design considerations for slopes around bus stops and for curb ramps.

## 5.6.3. Design Factors

Landing pads can be connected to the backside of the sidewalk or located between the curb and sidewalk. The location of the boarding/alighting area (wheelchair landing pad) must comply with the ADA Act of 1990. The design of a landing pad should take the following into consideration:

- The surface must be durable, slip resistant, and free of horizontal or vertical obstructions or tripping hazards.
- Clear of obstructions, at least 96 inches (8 feet) perpendicular from the curb/roadway and at least 60 inches (5 feet) parallel to the roadway. A landing area of this size or larger is necessary for deployment of the vehicle's ramp and for a customer using a wheelchair to maneuver on and off the lift.
- Constructed of hard, solid material.
- Connected to curb.
- Ensure proper water run off to avoid standing water.
- Avoid using catch basins as part of or all of the landing pad/passenger waiting area.
- Slope of the pad parallel to the roadway shall be the same as the roadway.
- Cross slope not to exceed 1:5 (2%).

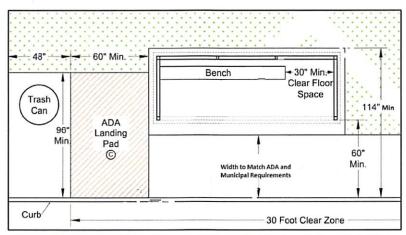


Figure 19: Example of Maximum Cross Slope on 4' wide and 2% Accessible Route

#### 5.7. Benches

#### 5.7.1. Introduction

Benches offer a place for transit riders to rest comfortably while waiting for the next available bus in the bus stop zone. Benches encourage social activities and provide places to rest along neighborhood corridors with transit service. In addition, benches enhance the appearance of the neighborhood around the bus stop. Benches may not be needed at every bus stop location, but do greatly improve the comfort of riders, especially the elderly, disabled, or those with limited mobility. Transit stops adjacent to large developments or near activities that generate a higher amount of transit passengers or have very long headway will require a bench. Figure 20 illustrates an example of a SORTA bus bench.



Figure 20: Example of SORTA Bus Bench

## 5.7.2. Usage Factors

Benches are recommended at transit stops adjacent to large developments or near activities that generate higher amount of ridership; stops that attract riders who may have difficulty walking or standing, especially stops with headways longer than 30 minutes, should be considered for benches.

#### 5.7.3. Design Factors

Benches should be made of durable material, resistant to vandalism and wear from exposure to weather. The bench should be ADA- compliant in dimensions, with a recommended minimum length of 6 feet, or the equivalent of three seats. Further, benches shall be permanently secured to the sidewalk in accordance with a properly obtained sidewalk construction permit issued pursuant to Chapter 721 of the Cincinnati Municipal Code. The design of the bench should:

- Be coordinated with existing landscaping (e.g. shade trees) to provide protection from wind, sun, and rain.
- Be coordinated with existing street lighting to increase visibility and security.
- Not be located in undeveloped area near bench.
- Not be placed on ADA landing pad

- Not obstruct the sidewalk
- Be a minimum of 5 feet from the curb.
- Be oriented towards the street.
- Discourage sleeping on the bench.
- Include seats with 20 to 24 inches in depth and minimum of 42 inches in length; seat height should be 17 to 19 inches from the ground.
- Be at a slip-resistant surface that allows for proper drainage.

#### 5.8. Shelters

#### 5.8.1. Introduction

A bus shelter provides protection for passengers from sun, wind, and rain, while waiting for a bus to arrive. Shelters are installed at major boarding or transfer locations, shopping centers, and medical facilities. While SORTA strives to provide comfortable waiting areas for all customers, shelter installation must be prioritized due to limited resources. SORTA uses ridership figures as the primary criterion for determining which bus stops warrant shelters. Bus stop locations with 50 passenger boardings per day or more will be considered for shelters. Yet, there are additional factors that are taken into consideration that support placement of a shelter. Figure 21 provides some examples of SORTA bus shelters.

Existing site conditions such as the following may make shelter placement unfeasible:

- Adequate shelter of some type is not readily available
- Shelter location is not approved by the local jurisdiction
- Shelter location generates severe local community/business opposition.
- Inadequate Right-of-Way
- Lack of existing pedestrian amenities.

## 5.8.2. Usage Factors

Bus stops with ridership exceeding 50 boardings per day are priority candidates for new shelters. Bus stop locations that serve senior communities, colleges/universities, hospitals, major trip generators, other special trip generators, and major transfer points between routes may be suitable for passenger shelters.









Figure 21: Example of SORTA Bus Shelters

## 5.8.3. Design Factors

The shelter should be constructed of durable, architecturally sound materials to withstand heavy use and continual exposure to the elements. It can range from an overhead canopy structure, to one with a roof and be enclosed on at least two sides to provide a screen from prevailing winds. A clear view of the approaching bus and bus loading pad is necessary and can be accomplished using tempered, clear glass panels. Films or clear view materials can add design elements to the shelter exterior. Shelters should be oriented so they are placed facing the travel lane and nearside of the landing pad. However, some specific sites may call for a rear-facing shelter, for example, where ADA access can only be achieved with a rear-facing shelter due to narrow right-of-way. Shelters should be cleaned and maintained on a regular basis. Figures 22 and 23 provide bus shelter design diagrams.

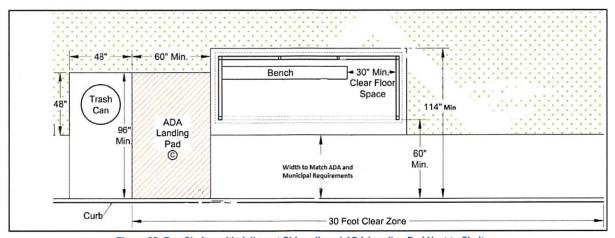


Figure 22: Bus Shelter with Adjacent Sidewalk and ADA Landing Pad Next to Shelter.

Source: COTA Bus Stop Guidelines

The design of passenger shelters should take into account the following:

- Anchor seating securely to concrete accessory pad or shelter.
- Provide seating inside the shelter.
- Provide additional waiting area near shelter, if required.
- Material should be durable and resistant to vandalism and weather conditions.
- Transparent sides for greater visibility; panels should be resistant to fading and clouding.
- Should accommodate at least one wheelchair.

#### 5.8.4. Accessibility Factors

No matter how a shelter is placed, all shelters must meet both local jurisdictional accessibility requirements and ensure adequate access and maneuverability for those with mobility limitations. To ensure bus stop and shelter access for customers, the following should be taken into account:

 Provide a minimum clear floor area of 30 inches wide by 48 inches deep (including knee and toe clearance) entirely within the perimeter of the shelter to permit wheelchair access.

- Provide for a forward or parallel wheelchair approach with open side of shelter adjoining a pedestrian access route or another clear space.
- Provide for wheelchair maneuvering space:
  - o Forward approach: a minimum of 36 inches wide where depth exceeds 24 inches.
  - o Parallel approach: a minimum of 60 inches wide where depth exceeds 15 inches.
- Unobstructed access to customer information (i.e., area map, audio push button) on shelter.

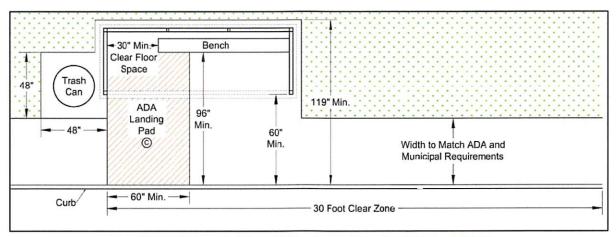


Figure 23: Bus Shelter with Adjacent Sidewalk and ADA Landing Pad in front of Shelter.

Source: COTA Bus Stop Guidelines

## 5.9. Trash Receptacles

#### 5.9.1. Introduction

Trash receptacles provide a place for trash disposal and improve the appearance of a transit stop. Trash receptacles may not be needed at every transit stop, especially those with low ridership. It is important to properly maintain the receptacles and the trash collection. Figure 24 illustrates an example of SORTA trash Receptacle.



Figure 24: Example of SORTA Trash Receptacles

## 5.9.2. Usage Factors

SORTA requests from local municipalities to place trash receptacles at most bus stop locations with shelters, at highridership stops, and at locations where litter has become problematic SORTA places trash receptacles at its own transit centers. Figure 25 provides diagram with trash can.

## 5.9.3. Design Factors

The receptacles should reflect other publicly owned and maintained trash receptacles in the local jurisdiction and along the corridor. The receptacles should be anchored securely to the ground to reduce unauthorized movement.

## 5.9.4. Accessibility Factors

Trash receptacles should be installed where they do not create an obstruction or interfere with the accessibility of the bus stop or the adjacent sidewalk including:

- ADA landing pad area.
- Access to posted information.
- Access to shelter or information/maps displayed on shelter.
- Access to audio push buttons for real time bus information (where applicable).

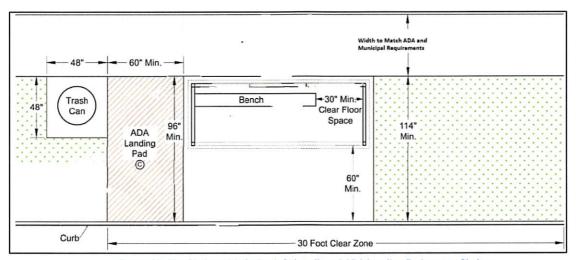


Figure 25: Bus Shelter with Setback Sidewalk and ADA Landing Pad next to Shelter.

## 5.10. Shelter Maps Display Boxes

## 5.10.1. Introduction

SORTA bus shelter maps display boxes are attractively designed to display helpful passenger information in a concise layout. Information posted may include:

- Maps
- Fare information
- System information
- Other general information

Figure 26 represents an example of SORTA shelter map display boxes.



Figure 26: Example of SORTA Shelter Map

## 5.10.2. Usage Factors

Display boxes are currently at some key SORTA transit locations.

## 5.10.3. Design Factors

The display boxes are typically bolted to the shelter. Ideally, display boxes should be designed to fit and blend with the overall design of and structure of the shelter.

## 5.10.4. Accessibility Factors

As with all passenger information at a bus stop, safe and easy access needs to be ensured. Access to the information should be cleared of all obstructions.

## 5.11. Bicycle Racks

Bicycle racks and parking facilities are increasingly used to accommodate commuters who use bicycles to access transit but prefer not to use on-board bike racks. Bicycle parking facilities discourage the practice of locking bicycles onto bus facilities or onto adjacent property. SORTA will incorporate bicycle racks into the design of SORTA owned facilities such as park-and-rides and transit centers when developing or renovating these locations. Municipalities and

other parties may install bicycle racks near bus stops, as long as they do not obstruct or interfere with the accessibility of the stop or adjacent sidewalk. Bicycle racks should never be placed on the wheelchair landing pad, within the shelter, or blocking access from the shelter to the boarding area or access to the sidewalk network. Bicycle racks should conform to municipal standards. Figure 27 illustrates an example of bicycle racks.



Figure 27: Example of Bicycle Racks

#### 5.12. Vendor Boxes

Vendor boxes, also referred to as newspaper boxes, can be an added convenience to customers. Vendor boxes are generally found at locations where there is a high level of pedestrian activity. Similar to other street furniture, vendor boxes should be placed so that they do not obstruct the sidewalk or ADA landing pad or interfere with passenger access to the bus, shelter, or patron information. Vendor boxes are not permitted to be located on SORTA infrastructure. Vendor boxes in violation of these guidelines may be removed or relocated. The use of vendor box "corrals" or fixed modular vendor boxes is encouraged in order to ensure that vendor boxes are placed and remain in suitable locations. Figure 28 represents examples of vendor boxes.



Figure 28: Example of Vendor Boxes

## 5.13. Landscaping

Shade trees and landscaping, such as grass and shrubs, can enhance the environmental comfort and aesthetics of a transit center. Street trees can act as a safe buffer between automobile and pedestrian traffic. Furthermore, trees shade transit customers from the sun, and protect them from light rain. Trees should be pruned to allow 12 feet minimum vertical clearance from the surface of the travel way to allow buses to pass without obstructions.

Additional shrubs and landscaping will further shelter passengers from inclement weather. Typically, tree branches that extend into the roadway should be trimmed back at least 3 feet from the curb to avoid damage to vehicles or trees. In order for bus drivers to see passengers, and for passengers to feel safe at the bus stop, there should not be tall, dense, or overgrown landscaping in the immediate vicinity of the bus stop. Low growing shrubs, ground cover, shade trees and drought- tolerant plants are preferred. Finally, ground cover between the curb and the back of the waiting area should not exceed 2 feet in height. Figure 29 represents an example of street trees.

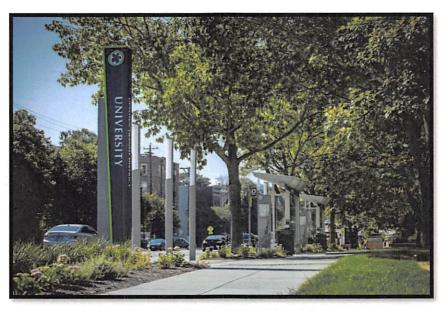


Figure 29: SORTA Bus Stop in Clifton, Ohio

## 6. PROCESS FOR DETERMINING ADDITION OR REMOVAL OF AMENITIES

The purpose of the flowchart (Error! Reference source not found.) is to provide a clear process that SORTA's staff an follow when making a decision on whether to add or remove an amenity. By following a standard process, SORTA will maintain consistency in deciding on placement of amenities while at the same time ensure equal evaluation and treatment of all requests for amenities. The process for adding or removing an amenity may be triggered by either a request from the public or as part of service changes.

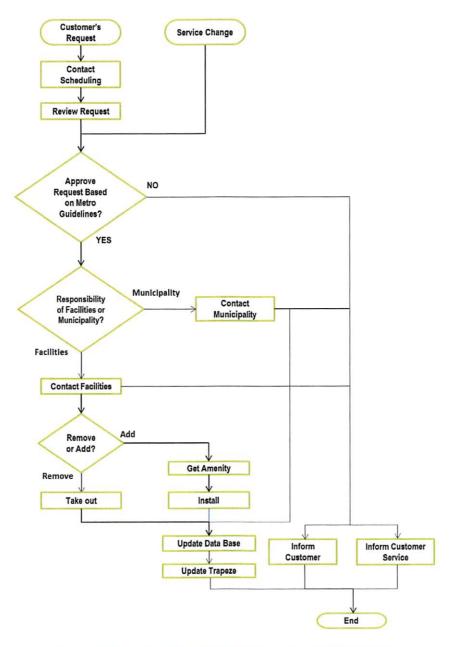


Figure 30: Process for Determining Addition or Removal of Amenities

## 7. ROADWAY DESIGN FOR TRANSIT VEHICLE USE

Roadway and intersections with bus traffic and bus stops should be designed to accommodate the size, weight, and turning requirements of buses. The safety and operation of a roadway improve when these elements are incorporated into the design. SORTA's bus fleet consists of buses of various sizes, and the roadway should be designed to accommodate the maximum measurements of SORTA's buses.

The maximum height of SORTA's current fleet is 11 feet; the maximum width (including the mirrors) is 9 feet 10 inches; and the maximum length is 42 feet. Additionally, SORTA owns five 60-foot articulated bus models. These buses will exhibit different facility requirements due to their increased length and altered door placement. It is recommended that developers always contact SORTA during the project planning process in order to receive more detailed vehicle fleet information as well as general plan reviews. Table 10 illustrates the dimensions of the current SORTA fleet.

Table 10: SORTA Fleet

Year	Mfg & Model	Length Actual Measurements			Turning Radius			
		Manufacturer Advertised Length	Height	Width	Length	Radius Over Bumper	Radius Over Outside Tire	Radius Over Inside Tire
2002	Gillig Phantom	40 ft.	10'	9' 10"	41'	44' 11"	40' 4"	33' 7"
2004	Gillig Phantom	40 ft.						
2006	Gillig Low Floor	40 ft.	10' 9' 10"	41'	46' 2"	41' 9"	35' 2"	
2008	Gillig Low Floor	40 ft.	10	9 10	41	40 2	41 3	33 2
2008	New Flyer D40LF (SR1289)	40 ft.	10'	9' 10"	42'		40' 4"	33' 7"
2008	New Flyer D40LF (SR1290)	40 ft.	11'	9' 10"	42'	44'		
2009	New Flyer D40LF (SR1336)	40 ft.	10'	3 30 50				
2009	New Flyer D40LF (SR1418)	40 ft.	10000					
2009	New Flyer D60LF (SR1354)	60 ft.	11'	11'	62'	42' 6"	40'	33'
2010	New Flyer DE41LF (SR1437)	40 ft.	11'	9' 10"	42'	44'	40' 4"	33' 7"
2010	New Flyer DE30LFR (SR1438)	30 ft.	11'	9' 10"	32'	30' 4"	25' 9"	18' 11"
2011	New Flyer DE40LFR (SR1567)	40 ft.	11'	9' 10"	42'	44'	40' 4"	33' 7"
2012	Gillig Low Floor	40 ft.	10'	9' 10"	41'			
2013	Gillig Low Floor BRT Plus	40 ft.	11'	9' 10"	41'			
2013	Gillig Low Floor	40 ft.						
2015	Gillig Low Floor	40 ft.	10'	9' 10"	41'	46' 2"	41' 9"	35' 2"
2015	Gillig Low Floor	40 ft.						
2016	Gillig Low Floor	40 ft.	10'	11'	41'			
2018	Gillig Low Floor	40 ft.	10	11	41			

## 7.1. Bus Pads

Roadway pavements need to be of sufficient strength to accommodate repetitive bus axle loads of up to 25,000 pounds. Exact pavement designs will depend on site-specific soil conditions. Areas where buses start, stop, and turn are of particular concern because of the increased loads associated with these activities. Using reinforced concrete pavement pads in these areas reduces pavement failure problems that are common with asphalt. The pad should be a minimum of 11 feet wide (12 feet desirable) with a pavement section designed to accept anticipated loadings. The length of the pad should be based on the anticipated length of the bus that will use the bus stop and the number of buses that will be at the stop simultaneously. SORTA should be consulted to determine the number of buses expected to arrive or dwell at a bus stop jointly. Figure 31 includes an example of concrete bus pad.



Figure 31: Example of Concrete Bus Pad

## 7.2. Lane Width

A traffic lane used by buses should be wide enough for a maximum bus width of 10'-6" including mirrors and be designed to permit adequate maneuvering space and to avoid sideswipe accidents. When a bicycle lane and bus stop are both present, an operator must be able to see cyclists in both directions while approaching the stop. To accommodate transit vehicles on both public and private roadways, SORTA recommends lane widths of 12 feet or more to allow for proper bus maneuverability.

#### 7.3. Roadway Grade

Selection of the roadway grade is related to topography and cut-and-fill material consideration. Typically, the maximum grade for 40-foot buses is between 6 and 8 percent. The recommended grade change between a street and a driveway is less than 6 percent. SORTA recommends that changes in roadway grade should be gradual so that buses can easily negotiate changes with adequate ground clearance for passenger safety and comfort.

## 7.4. Curb Height

An appropriate curb height for efficient passenger service operation is between 6 and 9 inches. If curbs are too high, the bus will be hindered from moving close to it and the operations of a ramp could be negatively affected. If curbs are too low or not present, elderly persons and passengers with mobility limitations may have difficulty boarding and alighting.

#### 7.5. Turning Radii

The radius of street intersections should be designed to allow buses to turn at appropriate operating speeds without "jumping" the curb line or encroaching into adjacent traffic lanes. Although the curb radius and other roadway design features of municipal streets are regulated by the local municipality, the typical turning radius of SORTA's vehicles should be considered, as it will affect the ability of SORTA to operate safely on roadways with minimal intrusion into other lanes of traffic. Private developments that are intended to receive bus service should design facilities that will accommodate smooth and easy turning movements by SORTA's vehicles. Such developments should be designed to accommodate a minimum 50 feet outside corner radius and a minimum 30 feet inside corner radius. Figure 32 shows appropriate curb radii values for transit vehicles and varying lane configurations.

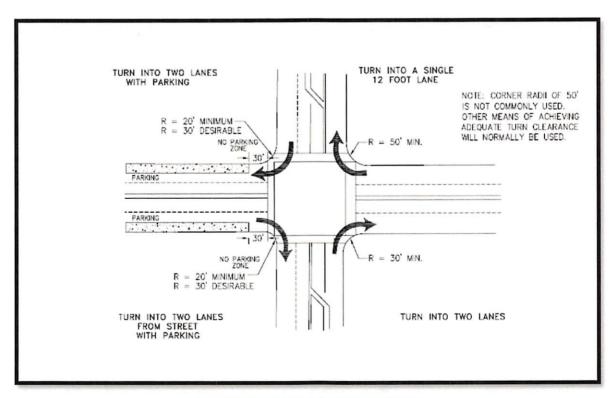


Figure 32: Represents Curb Design for Bus Turning.
Source: Darnell and Associates INC.

## 8. TRANSIT-ORIENTED DEVELOPMENT (TOD)

The land use development and transportation system patterns of a city or neighborhood are closely linked and strongly affect the efficiency and viability of public transportation. TOD is aimed to increase public transport ridership by reducing the use of private cars as well as encouraging transit agencies to provide transit service. According to Institute for Transportation and Development Policy, "Transit-oriented development is often defined as higher-density mixed-use development within walking distance or a half- mile of transit stations." TOD also provides superior walking and bicycling facilities so that residents can easily travel between their homes, shopping, work, and transit stations. Overall, TOD is intended to create more vibrant and convenient communities for people to live and work, where car ownership is not a necessity and household transportation costs can be kept low. Further, TOD provides affordable housing opportunities that are supported by lowered household transportation cost.

## 9. PUBLIC INVOLVEMENT CONCERNING BUS STOPS AND INPUTS

Bus stops as public spaces are as much a part of a community as streets, pathway, parks and plazas. SORTA encourages communities and citizens to recognize their value and to build a sense of ownership. SORTA also strives to keep passengers well-informed of any changes that will affect service, including changes to bus stops. SORTA may remove bus stops for a number of reasons including better alignment with bus stop spacing guidelines, route realignments, safety issues, construction projects, or changes in land use. Whenever possible, it is SORTA's policy to post signs alerting customers and explaining the service change, including contact information for Customer Relations on all bus stops that are to be removed or have a major change in service prior to the change taking effect.

In circumstances where SORTA has the ability to control the movement or removal of a bus stop, SORTA may seek additional public input concerning bus stop changes and will post signs several weeks before the change and again when a final decision is made. SORTA also strives to notify the public about proposed and final bus stops at public hearings and through information posted on our website and social media. SORTA encourages and welcomes input from the public about bus stops. All comments, questions or concerns including requests for new stops, shelters or other amenities, concerns about bus stop placement, or feedback about proposed stop removals should be directed to SORTA Customer Relations.

#### 10. REERENCES

Arlington County-Bus Stop Standards-

http://www.commuterpage.com/TDM/pdf/ArlingtonCoBusStopStandards.pdf

Arlington County (VA)- Bus Stop Design Standards (2002)

AC Transit Bus Stop Policy-

http://www.actransit.org/aboutac/bod/policies/pdfs/Policy508- Bus Stop Policy.pdf

Alameda- Contra Costa Transit District (CA) Board Policy 508- Bus Stop Policy (2005)

COTA Bus Stop Design Guide-

https://www.cota.com/bus-stop-design-guide/

Central Ohio Transit Authority (OH) – Bus Stop Design Guide (2012)

Grand Junction Transit Design Standards-

http://www.gicity.org/CityDeptWebPages/PublicWorksAndUtilities/TransportationEngineering/TEFilesThatLINKintoDWStoreHere/TEDS/TRANSITREGS.pgf

Grand Junction/Mesa County Metropolitan Planning Organization (CO)- Transit Design Guidelines (2003)

OCTA Policy-

http://www.octa.net/temp/OCTA Bus Stop Safety and Design Guidelines.pdf

Orange County Transportation Authority (CA) - Bus Stop Safety and Design Guidelines (2004)

Palm Tran-Transit Design Manual-

http://www.co.palm-beach.fl.us/palmtran/library/TRANSIT DESIGN MANUAL.pdf

Palm Beach County, Florida Transit Design Manual (2004)

TRCRP Report 19- http://trb.org/news/blurb\_detail.asp?id=2597

This Transit Cooperative Research Program report titles "Guidelines for the location and Design of Bus Stops" was prepared by the Texas Transportation Institute at Texas A&M University (1996)

Washington Metropolitan Area Transit Authority (WMATA)

https://nacto.org/docs/usdg/design and placement of transit stops kfh.pdf

Washington D.C. Area Design and Placement of Transit Stops (2009)

# AMENDMENT TO THE 1973 INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CINCINNATI AND THE SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY

This Amendment ("Amendment") to the 1973 Agreement between the Southwest Ohio Regional Transit Authority, a regional transit authority formed under Chapter 306 of the Ohio Revised Code ("SORTA"), and the City of Cincinnati, an Ohio municipal corporation (the "City"), is entered into between the City and SORTA (collectively, the "Parties") as of the Effective Date defined on the signature page hereof.

## **RECITALS**

- A. The Parties entered into the 1973 City-SORTA Agreement, effective February 8, 1973 (as amended from time to time, the "**1973 Agreement**"), by which SORTA agreed to operate the City-owned bus system as part of a regional transit authority formed under Ohio Revised Code Chapter 306. As contemplated in the 1973 Agreement, the City levied a 0.3% City income tax devoted to public transit and transportation purposes (the "**Transit Income Tax**"), which has served as SORTA's principal source of funding since 1973.
- B. In the spring of 2020, the voters of Hamilton County approved SORTA's sales and use tax levy (Issue 7) (the "Levy"), creating a new source of dedicated funding for SORTA and local transportation infrastructure that becomes effective on October 1, 2020 (the "SORTA Sales Tax"). As a result of the passage of the Levy, SORTA can begin implementation of its Reinventing Metro plan to enhance Metro service levels.
- C. As part of the City-supported public proposal for Reinventing Metro, City voters authorized amendment of the City Charter to repeal the Transit Income Tax effective upon October 2, 2020, being the first day after the start of collection the SORTA Sales Tax. (See Article XIII, Section 6 of the City Charter.)
- D. The City believes it retains some property interest in certain of the rolling stock used by SORTA in its Metro bus operations (the "Capital Assets") under the 1973 Agreement.
  - E. SORTA disputes that the City retains any property interest in the Capital Assets.
- F. The City has title to real property which real property is currently used exclusively by SORTA for Metro operations: the Queensgate Garage property located at 1401 Bank Street and the Bond Hill Garage property located at 4700 Paddock Road (together, the "**Real Property**").
- G. Article C, Paragraph 12, of the 1973 Agreement provides that the City will convey to SORTA all assets operated by SORTA for the City at such time as a political subdivision other than the City, and excluding the Federal or State governments, is providing operating subsidies equal in total in amount to that provided by the City.

- H. The City is currently the primary jurisdiction served by the Metro bus system ("**Metro**") in the sense that almost all current routes run into, out of, or completely within the City limits, and that Metro routes and ridership are heavily concentrated in the City.
- I. The Parties recognize a need for preservation of urban bus routes in the City used by the citizens who are most dependent on Metro as their primary transportation provider, and many such routes currently service the more economically disadvantaged neighborhoods in the City.

**NOW THEREFORE,** in consideration of the above factors and of the mutual covenants and conditions contained herein, it is agreed as follows:

1. **Recitals**. The above recitals are incorporated herein by reference and made a part of this Amendment.

## 2. Start of SORTA Sales Tax and End of Transit Income Tax.

- a. The Parties agree that the City shall cease collecting the Transit Income Tax on October 2, 2020, as contemplated by the Levy and required by the City Charter (Art. VIII, Section 6). All provisions of the 1973 Agreement imposing funding obligations on the City are unenforceable and void as of October 1, 2020, except as specifically provided in this Amendment.
- b. After October 2, 2020, when the Transit Income Tax ceases, the City will complete a final reconciliation for the Transit Reserve Fund, Fund No 759. Upon final reconciliation of the fund, the City shall transfer to SORTA the unappropriated fund balance in the Transit Reserve Fund, which will, at a minimum, equal \$1,500,000. SORTA will hold \$\_\_\_\_\_ of the amount transferred in escrow ("Tax Escrow") as a contingency reserve until \_\_\_\_, 20\_\_. The Tax Escrow shall be used to pay costs of Fund 759 for liability incurred by the City for alleged improper collection or overcollection of Transit Income Tax ("Tax Claims"). Upon receipt and verification of a Tax Claim, including for a direct refund, for payment of a settlement of a Tax Claim, or for other Tax Claim liability, the City will provide SORTA with reasonable documentation of the Transit Income Tax portion of the Tax Claim and SORTA will remit within 15 days a portion of the Tax Escrow sufficient to satisfy the Tax Claim(s). The City will be solely liable for all Tax Claims, including if the Tax Claims exceed the amount of the Tax Escrow.
- 3. <u>Transfer of Property</u>. The Parties agree that SORTA's commitment to maintaining the Minimum Service Level, defined below in Section 4 of this Amendment, is consideration in direct exchange for the City's transfer of any rights it may have in Capital Assets and Real Property. The City agrees, in consideration of the obligations, benefits, and rights incurred by SORTA and the benefits and promises provided to the City in this Amendment, to transfer or relinquish claim to the Real Estate and Capital Assets for no additional cost other than SORTA's own cost of maintaining the Minimum Service Level. SORTA will coordinate with the City to accomplish the transfer of all City interests in the Capital Assets and Real Estate. SORTA will continue to store the three buses purchased by the City from SORTA on the Real Estate at no charge. The Parties shall bear their own costs of such transfers. The City intends to convey the Real Property to

SORTA via quitclaim deed, subject to any utility easements required to serve the Real Estate. This provision accords with and satisfies Article C, Paragraph 12, of the 1973 Agreement.

- 4. <u>Levels of Bus Service</u>. The following will apply so long as SORTA is receiving the SORTA Sales Tax or a successor county-wide levy:
- a. *Minimum Service Level*. Except as otherwise provided in this Section 4, SORTA agrees to maintain bus service within City limits at 2020 pre-COVID19 service levels that are at or above the miles and hours of service levels for each route as set forth in Exhibit A ("**Minimum Service Level**"). SORTA certifies that Exhibit A represents the normal, planned levels of service in place prior to any 2020 COVID-19 or related service cuts.
- b. City Notice and Approval. SORTA will provide written notice to the City Manager of any proposed reductions to the Minimum Service Level or bus stop eliminations. Except as otherwise provided this Section 4, SORTA agrees to obtain approval of City Council prior to implementing any change(s) to a route within City limits if such change(s) will result in: (i) a reduction to the route's Minimum Service Level, or (ii) elimination of a bus stop set forth for a route in Exhibit A. If City Council does not approve or deny the change within 45 days of written notice to the City Manager, then the change will be deemed approved, except that the City Manager may by written notice to SORTA extend the deadline for Council action by up to 30 days if additional time is required in order to bring the matter before Council (e.g., due to Council recess). Any changes approved by City Council will result in a revised Minimum Service Level for such route.
- c. *Exceptions*. Notwithstanding the foregoing, nothing in this Section 4 will be deemed to require SORTA to obtain City Council approval for any reductions to Minimum Service Levels related to:
  - (i) temporary changes to routes. For purposes of this section, "temporary" means a change to or elimination of a bus stop or rerouting of a route due to construction, emergencies, disasters, pandemics, civil unrest, or public safety issues not to exceed 90 days unless authorized in writing by the City Manager, or
  - (ii) relocation of a bus stop to a new location within ¼ mile of its current location made in accordance with SORTA's *Bus Stop Design Guidelines* then in effect, the current version of which is attached as Exhibit B.
- d. Reduction or Expiration of Levy. If the Levy expires without renewal or the Levy sales tax rate is decreased, then SORTA may reduce service without City Council approval during the period of expired or reduced Levy, so long as SORTA makes similar reductions to services outside the City. The reduction in service in any one fiscal year under this Section 4(d) may not exceed the proportion of lost Levy revenue to the total Levy revenue budgeted by SORTA. Bus service shall be restored to the Minimum Service Level upon renewal of the full Levy amount, including by comparable tax or levy mechanism (e.g., county sales tax or SORTA sales tax).

- e. Annual Report. To ensure SORTA complies with the above provisions, SORTA agrees to provide an annual report to City Council at the beginning of SORTA's fiscal year, which shall show a comparison between the Minimum Service Level and that year's projected service levels in the City. The annual report will further show any reductions to the Minimum Service Level, including any changes made year to year, and shall include any temporary changes or bus stop relocations. SORTA agrees to provide such report and further appear before Council at the beginning of SORTA's fiscal year to answer any questions about such report and provide such data and information as the City may reasonably require to ensure SORTA maintains bus service in accordance with the Minimum Service Level.
- f. *Fares*. SORTA shall not charge higher bus fares (or surcharges) for bus service in the City compared to fares in non-City service areas.
- g. *City Streets*. The City reserves the right to restrict access to City streets, including when necessary for maintenance, road construction, vacating streets, and other matters on streets or in the right-of-way. SORTA's access to City streets is subject to the City's police powers and local authority over City streets.
- h. *Controlling provisions*. All 1973 Agreement requirements for City review and approval of SORTA changes to routes and fares not expressly preserved by this Amendment are hereby deleted and superseded by the route and fare provisions of this Amendment.

## 5. **Default and Remedies.**

- a. The Parties acknowledge that it is impractical for the City to reassume ownership of its interest in Capital Assets and Real Estate upon default. The Parties therefore intend that their commitments under this Amendment be enforceable by order for specific performance by a court of competent jurisdiction.
- b. If the City or SORTA believes there is a default under Section 4 of this Amendment, it must provide written notice of such default to SORTA (attention to Chief Executive Officer of SORTA) or the City (attention to City Manager). The party alleged to be in default shall have 120 days from receipt of such written notice to cure the default or provide written notice of its dispute of any such default. Nothing in this agreement prevents the party alleging default from pursuing any and all available remedies at law or equity in the event that the party receiving default notice does not cure within 120 days or provide written notice of its dispute of any such default. In determining damages under this provision, the parties agree that the defaulting party shall be responsible for reasonable attorneys' fees incurred by the party alleging default if the non-defaulting party is successful in its claim.
- 6. <u>Written Amendment</u>. This Amendment may be modified only by written agreement signed by all Parties as set forth in Article C, Paragraph 11 of the 1973 Agreement.

This Amendment is executed by the Parties on the dates indicated below and is effective as of the later of such dates (the "Effective Date").

## CITY OF CINCINNATI

## SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY

By: Paula Boggs Muething, Interim City Manager	By: Kreg Keesee, Chair of Board of Trustees
Date:	Date:
Recommended by:	Recommended by:
John S. Brazina, Director Department of Transportation & Engineering	Darryl Haley, CEO and General Manager
Approved as to Form:	Approved as to Form:
Assistant City Solicitor	Outside Counsel to SORTA
Certification of City Funds:	
Certified Date:	
Fund/Code:	
Amount:	
By: Karen Alder, Finance Director	

## Exhibit A – Minimum Service Levels

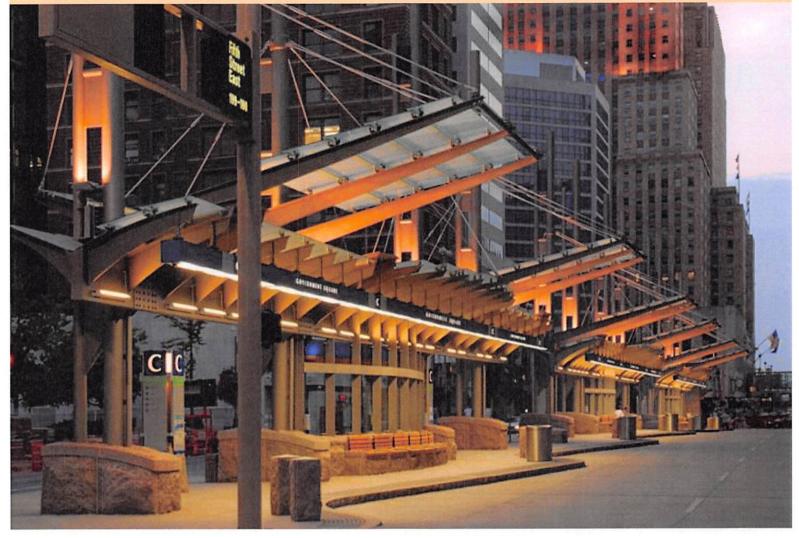
	Total Annual		
Route	City Revenue Hours	City Revenue Miles	
1	2,933	38,403	
4	15,545	200,706	
6	13,986	187,642	
11	28,691	409,652	
16	7,994	112,263	
17	20,785	289,492	
19	15,309	202,860	
20	5,273	88,402	
21	18,654	249,246	
24	16,143	263,513	
27	15,457	221,860	
28	4,094	84,132	
31	23,165	310,651	
32	11,962	201,546	
33	27,297	350,145	
41	10,367	178,138	
43	48,728	651,821	
46	17,356	170,307	
49	9,505	138,736	
50	1,563	37,753	
51	22,511	311,794	
64	22,359	303,041	
78	13,182	188,517	
85	4,896	60,384	
90	19,354	271,036	
Totals	397,107	5,522,042	

Route	Route Type	Stops inside Cincinnati
1	Local	37
2	Express	46
3	Express	33
4	Local	95
6	Local	86
11	Local	223
12	Express	60
14	Express	48
15	Express	94
16	Local	138
17	Local	145
19	Local	120
20	Local	82
21	Local	82
23	Express	55
24	Local	163
25	Express	90
27	Local	106
28	Local	102
29	Express	18
30	Express	45
31	Local	117
32	Local	130
33	Local	102
38	Express	114
40	Express	56
41	Local	146
42	Express	16
43	Local	224
46	Local	
49	Local	73 79
50		98
	Local	200
51	Local	
52	Express	14
64	Local	147
67	Express	38
71	Express	17
72	Express	19
74	Express	17
75	Express	11
77	Express	24
78	Local	133
81	Express	24
82	Express	22
85	Local	32
90	Local	28

In this analysis a stop is counted for each route that serves it. So the total system number includes duplicates. If a stop is serving three routes, it will be counted in each route's total once but three times in the system total

# Exhibit B - Current Bus Stops Guidelines

Southwest Ohio Regional Transit Authority



# BUS STOP DESIGN GUIDELINES



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# **ABBREVIATIONS & ACRONYMS**

Abbreviation	Description		
ADA	Americans with Disabilities Act		
ADAAG	ADA Accessible Guidelines		
BRT	Bus Rapid Transit		
СОТА	Central Ohio Transit Authority		
PROWG	Public Right-of-Way Guidelines		
SORTA	Southwest Ohio Regional Transit Authority		
TOD	Transit Oriented Development		
TVM	Ticket Vending Machine		

# 1. PURPOSE

Southwest Ohio Regional Transit Authority (SORTA) has over 4,000 bus stops serving its local bus operations in the City of Cincinnati and Hamilton County, in addition to Butler County, Clermont County and Warren County. One of the main goals of a transit agency is to provide all transit passengers, with varying abilities, a safe, accessible, and comfortable facility that will provide for an adequate waiting area, accurate bus information, and shelter from elements. Hence, the purpose of this document is to create guidelines for bus stops that will ensure consistent implementation of bus stops and amenities. This bus stop design guidelines document applies to bus stop infrastructure, signage, customer facilities, and other amenities that could be installed in conjunction with SORTA bus stops. This document also stresses the importance of transit facilities through compliance with Americans with Disabilities Act (ADA) and Public Right-of-way Guidelines (PROWAG).

#### 2. INTRODUCTION

The public's first impression of SORTA and its services is the bus stop. It is also the first point of contact between the passenger and the bus service. The spacing, location, design, and operation of bus stops significantly influences transit system performance. In addition, it is vital that a bus stop is an easily identifiable, safe, accessible, clean and comfortable place to wait for the bus. SORTA strives to make bus stops a positive contribution to communities' streetscapes and a place where patrons can obtain transit-related information and are encouraged to use public transit.

SORTA is responsible for the siting and installation of new bus stops in conjunction with the local jurisdiction in which the bus stops are located. SORTA staff provides initial recommendations regarding bus stop placement and what amenities will be installed. SORTA then works with the local jurisdiction to obtain permits for the installation of the bus stop and to finalize its location. If concrete pads are constructed at bus stops, SORTA is responsible for ensuring that the bus stop meets all federal and local guidelines and regulations, including those associated with the ADA requirements.

Although it is SORTA's role to provide public transit service throughout the Greater Cincinnati area and to install bus stops, it is usually the role of local municipalities and developers to provide infrastructure for pedestrians, motorists, and bicyclists to access that transit service. Hence, when new development or redevelopment occurs at or near an existing SORTA bus stop location, it is the developer's and the local jurisdiction's responsibility to ensure that the bus stop can be properly served by SORTA's transit vehicles and easily accessed by transit riders. Compliance with the ADA guidelines as well as roadway design standards is crucial to providing access to transit.

SORTA urges developers to take existing and proposed bus stops into consideration from the inception of the planning and design processes. Developers and local officials should coordinate with and get the guidance of SORTA staff in making design decisions on development and local infrastructure that affects transit stops.

#### 2.1. GOALS

The purposes of the guidelines are to:

- Enhance consistency in bus stop placement and design throughout the SORTA service area.
- Urge local municipalities to design bus stops to be served by SORTA that meet the operational guidelines and requirements of its vehicles.
- Encourage the local community to utilize public transit through the provision of safe, comfortable, and convenient transit facilities.

The document is organized as follows:

**3 Bus Stop Location:** This section provides guidelines for improving customer experience on the street side of planned bus stops. It also presents guidelines for suitable bus stop placement relative to the intersection, and different types of street-side designs like on-street stops, curb-extensions, and bus bays.

**4 Bus Stop Spacing:** This Section discusses guidelines on appropriate spacing between bus stop locations and an analysis of the current spacing between stops for the SORTA lines.

- **5 Bus Stop Elements and Passenger Amenities:** This section details guidelines for improving the overall accessibility to bus stops and coordination of bus stop elements such as bus stop signs, bus stop posts, information cases, passenger information, bus stop shelters, benches, bus stop lighting, ADA landing pads, trash cans, vendor boxes, and art at transit stops.
- **6 Process for Determining Addition or Removal of Amenities:** This section provides a flow chart showing the steps and process SORTA follows for either adding or removing an amenity at a bus stop. The process concludes with the implementation of numerous interrelated decisions.
- **7 Roadway Design for Transit Vehicle Use:** This section provides details of geometric design guidelines for bus stops and bus routes.
- **8 Transit Oriented Development (TOD):** The land use development and transportation system patterns of a city or neighborhood are closely linked and strongly affect the efficiency and viability of public transportation. This section represents the importance of creating more vibrant and convenient communities in which people would live and work, where car ownership is not a necessity, and household transportation costs can be kept low.
- **9 Public Involvement Concerning Bus Stops and Inputs:** This section discusses strengthening the link between transit planning and community planning. It focuses on stimulating increased participation in the decision- making process by community organizations, minority and low- income residents, and persons with disabilities.

#### BUS STOP LOCATION AND INFRASTRUCTURE

This section discusses the physical location of a bus stop from two aspects: relative to the intersection, and relative to the travel lanes. The first part of this section deals with the placement relative to the intersection as in a stop being located just before an intersection, just after the intersection or mid-block. The characteristics, advantages and disadvantages of each of these placements are discussed below.

In terms of bus stops' physical location relative to the travel lane, this section discusses how stops may be located at the curb next to the travel lane, or may be a curb stop along a parking lane, a curb bulb or as a bus bay. Each of these are discussed along with their characteristics.

#### 3.1. Location of Bus Stops

The location of a bus stop generally refers to the placement of the stop relative to the nearest intersection. The three types of bus stop placement—as it relates to the intersection—are: Far-side (located immediately after an intersection); Near-side (located immediately before intersection); and Mid-block (located between intersections).

Far-side stops occur when the bus makes a stop after proceeding through the intersection. Studies have found that far-side bus stops are the preferable choice for service in general because they reduce conflicts between right-turning vehicles and stopped buses, eliminate sight-distance deficiencies on approaches to an intersection and encourage pedestrian crossing at the rear of the bus. Mid-block stops occur when the bus stops in between intersections, usually in a well-defined area. The main advantage of a mid-block stop is when the stop has a large volume of riders, requiring a larger waiting area than space allows at the intersection. Near-side stops occur when the bus stops before the intersection. Advantages are the passengers can board and alight closer to the crosswalk. On the other hand, there may be some safety concerns related to near-side stops. It is important to note that the final decision on bus stop location is dependent on ease of operation, transfer situations, space availability, traffic volumes, pedestrian facilities, safety considerations, and other conditions found at that site. It is also important to note that bus stops are typically located in pairs (one at each side of the street along two-way route segments) and should be positioned close together along the route to ensure simplicity in planning the return trip. Each type of bus stop location offers advantages and disadvantages to bus drivers, bicyclists, and pedestrians—which are explained in the following sections.

#### 3.1.1. Far-Side Stops

For a standard 40-foot transit bus, the bus stop should be located at least 50 feet after the intersection to ensure that the rear of the bus does not extend into the intersection or straddles the pedestrian crosswalk. Figure 1 illustrates an example of a far-side bus stop. Far-side bus stop locations should be the default unless there are overwhelming safety, operating or other concerns.

#### 3.1.2. Near-Side Stops

Bus stops located near-side of the intersection should be placed at least 5 feet from the crosswalk to impede the bus from straddling the crosswalk while it's stopped to serve the stop. Figure 2 illustrates an example of a near-side bus stop. Near-side bus stop should be utilized if:

- Far-side is not feasible due to safety or operating reasons
- The primary trip generator is downstream from the intersection.
- Existing pedestrian facilities are greater than on the far-side.
- Pedestrian movements are safer than on the far-side.
- Route requires a right turn at the intersection.
- Vehicular traffic is heavier on the far-side.

#### 3.1.3. Mid-Block Stops

Generally mid-block bus stops are not preferred and should be avoided whenever possible. Figure 3 illustrates an example of a mid-block bus stop. A case that might necessitate a mid-block bus stop is where:

• The major trip generators are between intersections and cannot be served at the nearest intersection.

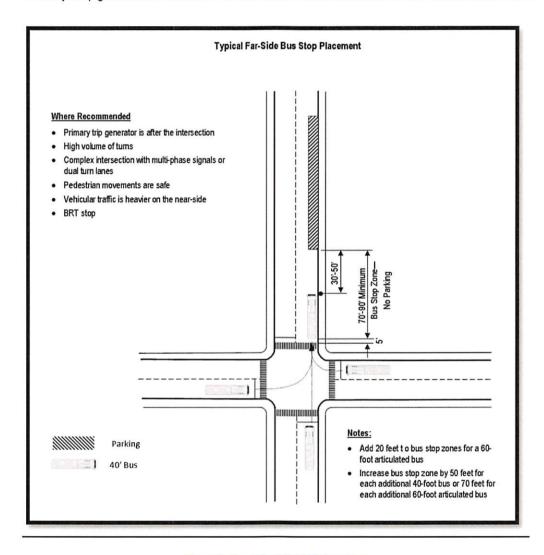


Figure 1: Example of Far-Side Bus Stop

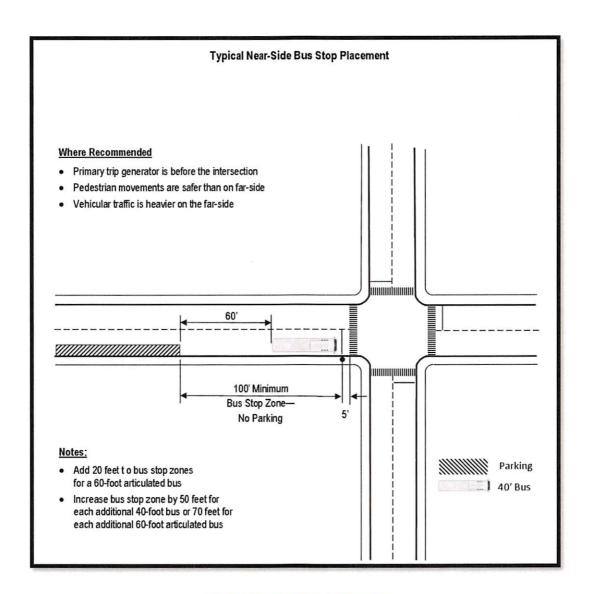


Figure 2: Example of Near-Side Bus Stop

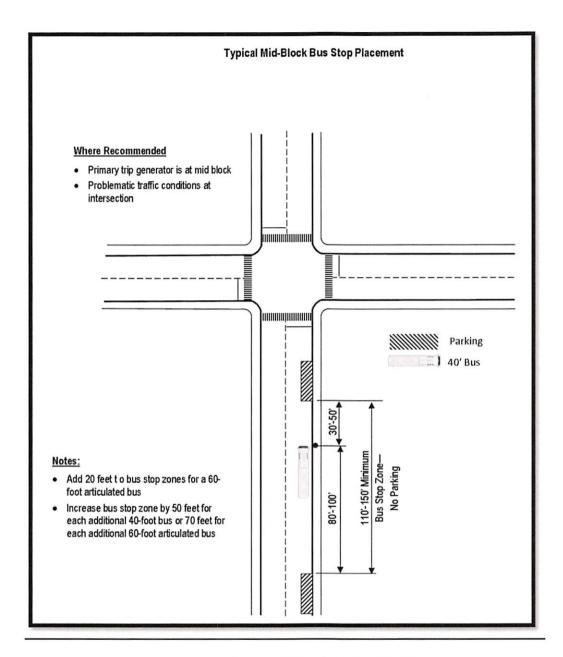


Figure 3: Example of Mid-Block Bus Stop

# 3.2. Bus Stop Installation Considerations

When considering a bus stop location relative to an intersection, the following factors should be taken into consideration:

- Adjacent land use and activities, including major trip generators and origins/destinations of special populations.
- Bus route alignment (for example, turning movements at an intersection).
- Intersecting transit routes and transfer possibilities.

- Pedestrian access accessibility should be considered in the placement of all new bus stops; though the
  construction of sidewalks and other pedestrian infrastructure is often beyond the control of SORTA, bus
  stops should be placed in accessible areas to the extent possible given existing conditions.
- Existing right-of way wherever possible, bus stops should be located where there is adequate right-of-way space for the construction of passenger amenities.
- Traffic conditions (volume and speed) and traffic control devices.

In addition, to allow for safe maneuvering for a left turn, Table 1 shows the minimum distance from bus stop to intersection for left turn movement. For example, on a 4-lane street with a 45 mph rated speed, a bus stop should be at least 600 feet from the intersection to allow enough distance for the driver to cross 3 lanes to make a left turn. Additional distance may be required in highly congested areas.

Table 1: Minimum Distance from Bus Stop to Intersection for Left Turn Movement (based on posted speed, traffic volume, & number of lanes to be crossed)

	Number of Lanes Crossed				
MPH	1	2	3	4	5
65	750 ft.	775 ft.	825 ft.	875 ft.	925 ft.
60	675 ft.	725 ft.	775 ft.	825 ft.	875 ft.
55	625 ft.	650 ft.	700 ft.	750 ft.	800 ft.
50	575 ft.	600 ft.	650 ft.	675 ft.	725 ft.
45	525 ft.	550 ft.	575 ft.	600 ft.	625 ft.
40	450 ft.	475 ft.	525 ft.	550 ft.	575 ft.
35	400 ft.	425 ft.	450 ft.	475 ft.	500 ft.
30	350 ft.	375 ft.	400 ft.	425 ft.	450 ft.
25	275 ft.	300 ft.	325 ft.	350 ft.	375 ft.
20	225 ft.	225 ft.	250 ft.	275 ft.	300 ft.

Source: TCRP-19: Guidelines for the Location and Designs of Bus Stops

## 3.2.1. Accessibility Factors

Whether the bus stop is located near-side, far-side, or mid-block, the bus stop location should have adequate sidewalk connections, and roadway crossing amenities (e.g. marked crosswalks, median islands, curb ramps or cuts, pedestrian signals, etc.).

#### 3.2.2. Safety

For safety purposes, bus stops should not be placed in the following locations:

- On the side of a roadway with limited space for pedestrian movement (i.e. constrained by a ditch, guardrail, or retaining wall).
- Around a blind curve, where oncoming traffic will be unable to see a stopped bus.
- Immediately over a crest of a hill, where oncoming traffic will be unable to see a stopped bus.
- On limited-access roads.

- In proximity to driveways; however, where unavoidable, the following should be taken into consideration:
  - Attempt to keep at least one exit and entrance driveway open for vehicles to access site.
  - o Locate stop so passengers do not wait, board, or alight in driveway.
  - o It is preferable for the bus to **fully** rather than **partially** block a driveway.

# 3.2.3. Other placement considerations

- Bus stops should be placed where they are easy to see by the bus driver, as well as other drivers and bicyclists.
- Bus stops should preferably be placed close to existing pedestrian crossings, good pedestrian infrastructure and adequate lighting.
- In high-transfer locations, bus stops should be located so as to minimize the intersection crossings required of transferring passengers.
- In areas with on-street parking, parking restrictions will need to be put in place to ensure bus access to the curb.

The relative advantages and disadvantages for each type of bus stop placement are illustrated in Table 2.

**Table 2: Bus Stop Locations** 

Location Related to Intersection	Advantages	Disadvantages	Where Recommended
Far-side (Located immediately after an intersection)	Does not conflict with vehicles turning right.  Appropriate after the route has made a turn.  The stopped bus does not obscure sight distance to the left for vehicles entering or crossing from the side street.  At signalized intersections, buses can more easily re-enter traffic.  The stopped bus does not obscure traffic control devices or pedestrian movements at the intersection.	The stopped bus obscures the sight distance to the right of drivers entering from the cross street to the right of the bus.  If the bus stops in the travel lane, it may result in queued traffic behind it blocking the intersection.	When traffic is heavier on the near-side than on the far-side of the intersection.  At intersections where heavy left or right turns occur.  When pedestrian access and existing landing area conditions on the far-side are better than on the nearside.  At intersections where traffic conditions and signal patterns may cause delays.  At intersections with transit signal priority treatments.
Near-side (Located immediately before an intersection)	Less potential conflict with traffic turning onto the bus route street from a side street. The bus boarding door is close to the crosswalk.  Bus has intersection to merge into traffic.  Bus Driver can see oncoming buses with transfer passengers.	Potential conflicts with right turning traffic due to cars cutting in front of the bus.  The stopped bus obscures vehicle driver's sight of pedestrians entering from the right (from in front of the bus).  The stopped bus may block visibility of the stop signs or	When traffic is heavier on the far-side than on the approaching side of the intersection.  When pedestrian access and existing landing area conditions on the near-side are better than on the far-side.  When street crossings and other pedestrian movements are safer when the bus stops on the near-side than the far-side.

		traffic signals.  At signalized intersections, may result in schedule delays.	When the bus route does not go straight through the intersection.  When adequate sight distance can be achieved at the intersection.  At intersections with bus queue jump lane
Mid-Block (Located 300 feet or more beyond or before an intersection)	The stopped bus does not obstruct sight distances at an intersection.  May be closer to major activity centers than the nearest intersection.  Less conflicts between waiting and walking pedestrians.	Requires most curb clearance of the three options (unless a midblock sidewalk extension or bus bulb is built).  Encourages mid-block jaywalking.  May increase customer walking distances if the trip generator is close to an intersection. Length of mid-block stops can vary due to depth of a turn-out and a bus's ability to maneuver in/out of traffic lanes.	When traffic or street/sidewalk conditions at the intersection are not conducive to a near-side or far-side stop.  When the passenger traffic generator is located in the middle of a long block.  When the interval between adjacent stops exceeds stop spacing standards for the area.  When a mid-block stop is compatible with a corridor or district plan.

Source: COTA Bus Stop Guidelines

#### 3.3. On- Street Bus Stop

On-street stops are locations where the bus stops in the travel lane, parking lane or shoulder. These types of bus stops are most commonly used because of their operating efficiency. They provide easy access for bus operators and have minimal delays to service. In addition, these types of stops can be established, relocated or eliminated with relative ease.

#### 3.3.1. Usage Factors

While on-street bus stops are the most common and the easiest to establish, there are some site characteristics that should be considered when evaluating a location for an on-street stop. Here are some considerations:

- Posted speed limit not to exceed 40 mph.
- Proper street lighting.
- Proximity to controlled intersections.
- Availability of pedestrian facilities (i.e. sidewalk, crosswalks, pedestrian signals).
- Adequate curb clearance to accommodate buses pulling in and out of bus stop zone (applicable to stops in the parking lane or shoulder).
- Suitable right-of-way for passenger amenities and wheelchair access.

On-street bus stops (that do not require curb modifications) may be implemented in 2 different ways based on space availability, and operating considerations. The two types are:

- 1. In Travel Lane
- 2. In Parking Lane

#### 3.3.2. Bus Stop Installation Types

Any of the above discussed stops may be implemented in a number of configurations. A bus stop may be "installed" as a curb lane stop, where the bus stops in the travel lane; further, a bus stop may be installed within a parking lane, or as bulb. The type of installation depends entirely on roadway and sidewalk design, posted speed limit, traffic signalization, traffic conditions, the number of buses servicing the stop at a time, length of the stop layover, curbside clearance, and position of the stop related to the intersection. The following sections explain each of these installation types.

# 3.3.3. Bus Stop in Travel Lane

On-street bus stops that are located in the travel lane require minimum design and are the simplest of the three kinds of on-street bus stops to create. In this case, a bus travelling on the right lane will simply stop in its travel lane. Stops within the travel way should be avoided at locations with high volumes of rider activity, at which the bus may be stopped for significant periods of time and could possibly disrupt the flow of traffic. Figure 4 represents a typical on-street bus stop in the travel lane.

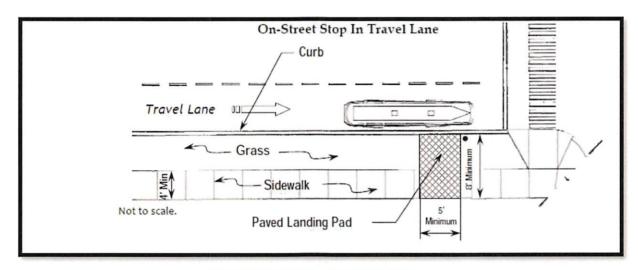


Figure 4: Example of Bus Stop in Travel Lane Source: WMATA Bus Stop Guidelines.

#### 3.3.4. Bus Stop in Parking Lane

In this scenario, a bus will use the parking lane to make a stop. The bus will be traveling in the lane next to the parking one, crosses over to the parking lane and stops at the bus stop. After departure, the bus will leave the parking lane and travel in the travel lane. The bus stopping and acceleration/deceleration areas need to be designated as "No Parking" with enforcement, to make sure parked cars do not block bus access to the curb and render the stop inaccessible to passengers who use wheelchairs. As a result of the parking capacity that this kind of bus stop removes, the jurisdiction may want to consider constructing a curb bulb for stops which otherwise could be made on street. Figure 5 represents a typical on-street bus stop in the parking lane. Table 3 shows space requirements for travel lane at the bus stop.

Table 3: No Parking Zone Requirements for In Line/Travel Lane Bus Stops

Bus Stop Relationship to Intersection	Minimum Clearance for Standard Bus
Near-Side Bus Stop	100 Feet (60 feet behind bus)
Far-Side Bus Stop	90 Feet (50 feet in front of bus)
Far-Side Bus Stop After Turn	90 Feet (50 feet in front of bus)
Mid-Block Bus Stop	150 Feet (50 feet in front of bus)

Source: TCRP-19: Guidelines for the location and Designs of Bus Stops

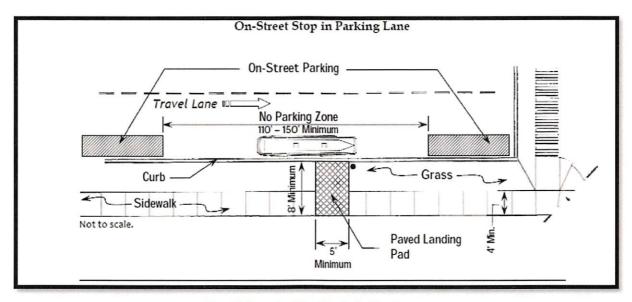


Figure 5: Example of Bus Stop in Parking Lane Source: WMATA Bus Stop Guidelines.

# 3.3.5. Bus Stops and Driveways

For on- street bus stops, it is recommended that bus stops not be placed near driveways. However, if a placement near a driveway is unavoidable:

- Attempt to keep at least one exit and entrance open to vehicles accessing the property while the passengers are boarding and alighting the bus. When there are two driveways to a lot on the same street, the upstream driveway should be blocked forcing vehicles to turn behind the bus to enter the driveway.
- It is recommended to fully block a driveway to prevent vehicles from attempting to squeeze by the bus in a situation with reduced sight distance.
- Install bus stops at locations to allow good visibility for vehicles leaving property to minimize cars/bus conflicts. This is best achieved by placing bus stops where driveways are behind the stopped bus.
- Make sure that passengers have a safe area to wait where boarding occurs in or adjacent to driveway.

#### 3.3.6. Accessibility Factors

Buses should have access to the curb adjacent to the bus stop particularly for stops that are in parking lane or on shoulder. This will allow safe access for all types of customers to board and alight the bus. Further, on-street bus stops should be located so that the front door of the stopped bus aligns with the ADA landing pad.

#### 3.4. Curb Bulb

#### 3.4.1. Introduction

Curb bulbs, also known as curb extension, bulb-out, bump out or nub, is an extension of side walk into an existing parking lane, creating additional space for pedestrian movement and waiting area. Installing curb extensions along transit routes can increase the efficiency of a route by reducing the amount of time a bus is stopped at a bus stop. Delays caused by buses re-entering the flow of traffic can be eliminated by allowing the bus to remain within the travel lane when stopped for customers to board and alight. Curb bulbs provide enough space for bus passengers to comfortably board and alight from the bus away from nearby general pedestrian traffic. Furthermore, curb bulbs shorten the pedestrian walking distance across a street, which reduces pedestrian exposure to on-street vehicles; therefore, enhancing sight angles for pedestrians and motorists. Finally, curb bulbs are intended to maximize pedestrian space while increasing pedestrian safety and transit operations.

Even though more expensive to construct, the installation of a curb bulb can overcome limitation to on-street parking and sidewalk space needed for transit amenities by providing additional space for boarding or waiting areas, shelters, benches, and trash cans. In addition, a curb bulb reduces the length of the bus stop zone and eliminates the need for deceleration and acceleration space, allowing for more on-street parking and prevents parking within the bus stop zone. Curb bulb should not be considered where traffic is high volume or on high speed roadways where speeds are greater than 45 miles per hour as vehicle stacking can become challenging. Figure 6 represents a curb bulb.

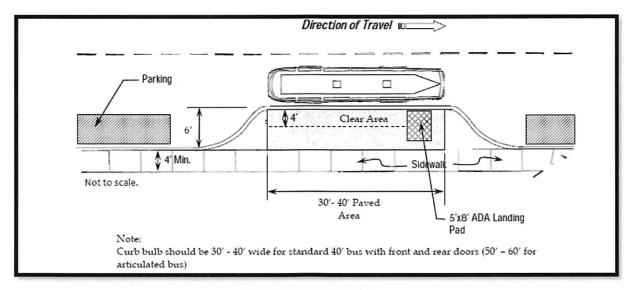


Figure 6: Example of Curb Bulb Source: WMATA Bus Stops Guidelines.

Table 4: Represents Minimum Bus Bulb Dimensions

Criteria	Requirement		
Design Speed	<45 MPH		
Minimum Width	8 Feet		
Bus Stopping Area*	30 Feet (Standard) 45 Feet (articulated)		

# 3.4.2. Usage Factors

Curb bulbs should be located:

- On newly constructed streets.
- On streets with high pedestrian activity and high traffic volumes.
- On streets with a history of pedestrian safety concerns.
- On wide streets with lengthy pedestrian crossing distance and times.
- In areas where curbside parking is critical.
- In areas with limited curb clearance.
- In areas where buses experience delays in re-entering the traffic lane.
- In areas where traffic calming is desired.
- Where the existing sidewalk is too narrow to accommodate transit amenities or pedestrians through traffic is limited.

#### 3.4.3. Design Factors

Curb bulbs should be 30 feet to 40 feet long for a standard 40 foot transit bus that has front and rear doors. And for a 60 foot articulated bus, the curb clearance should be 50 feet to accommodate rear door access.

#### 3.4.4. Accessibility Factors

To inhibit obstruction to the front and rear doors of the bus, a 4-foot wide area adjacent to the curb needs to be clear of such items as trash containers, vendor boxes, electricity poles, planters, benches and shelters. The cemented area of the curb bulb should be connected to a 4 feet wide sidewalk.

#### 3.5. Bus Bays

A bus bay stop is a type of stops that is separated from the normal travel lane and is designed to allow through traffic to flow freely without the obstruction of stopped buses. Bus bays are typically provided on high-volume or high-speed streets that allow buses to pick up and drop off customers outside of the travel lane. Heavily jammed arterial roads, where there are large numbers of people who board and alight, may benefit from the installation of a bus bay stop. This kind of stopping area should be designated as a "No Parking & No Stopping" area and be reinforced with a concrete pad. This kind of structure requires enough right-of-way so that sidewalk capacity would not be negatively affected. Although a bus bay's preferable width is 12 feet, 10 feet may also be acceptable. The total length of a bus bay should allow room for an entrance taper, a deceleration lane, a stopping area, an acceleration lane, and an exit taper. Figure 7 and Figure 8 provide examples of bus bay layouts while Table 5 provides the minimum required dimensions for Bus Bays. Table 6 represents acceleration and deceleration dimensions for Bus Bays.

The two common types of bus bays are (both described later):

- Parallel bus bay.
- Sawtooth bus bays.

#### 3.5.1. Usage Factors

Criteria to be considered for using bus bays should include:

- Traffic speeds that exceed 40 miles per hour.
- Traffic in the curb lane that exceeds 250 vehicles during the peak hour.
- Average peak-period dwell time exceeds 30 seconds per bus.
- Buses are expected to lay over at the end of a trip.
- Multiple buses service the stop at the same time.
- History of repeated traffic and pedestrian accidents at stop location.
- Potential for auto/bus conflicts warrants separation of transit at stop location.
- A right-of-way width that is adequate to construct the bay without adversely affecting sidewalk pedestrian movement.



Figure 7: Example of SORTA Bus Bay

#### 3.5.2. Parallel Bus Bays

This kind of stop is commonly referred to as a bus bay, or turn-out. They are constructed as an inset into the curb, typically with tapered ends for acceleration and deceleration. There are two kinds of parallel bus bays: closed bus bays and open bus bays. Closed bus bays have tapered ends for acceleration and deceleration, whereas open bus bays have one tapered end either for acceleration or deceleration, but not both. Generally, closed bus bays are preferred because it provides the greatest level of protection for buses with the least amount of disruption to traffic. The bus zone, including the deceleration and acceleration areas, should be designated as "No Parking & No Stopping". In addition, the surface area of the bus stop zone should be constructed of concrete.

Table 5: Represents Minimum Bus Bay Dimensions

Criteria	Requirement		
Design Speed	>40 MPH		
Minimum Width	12 Feet		
Bus Stopping Area*	50 Feet (Standard) 70 Feet (articulated)		

\*Note: All Bus Bays located in urbanized areas (curb and gutter) shall be designed to accommodate as least 2 busses.

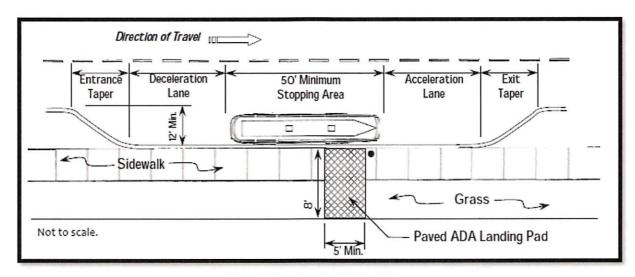


Figure 8: Example of Parallel Bus Bay

Table 6: Provides Acceleration and Deceleration Dimensions for Bus Bay

	Acceleration and Dec	eleration Dimensions		
Through Speed (mph)	Acceleration Lane Length (feet)	Deceleration Lane Length (feet)	Entrance and Exit Taper Length (feet)	
35	250	184	170	
40	400	265	190	
45	700	360	210	
50	975	470	230	
55	1400	595	250	
60	1900	735	270	

Source: TCRP-19: Guidelines for the location and Designs of Bus Stops

# 3.5.3. Sawtooth Bus Bays

In off-street bus stopping areas, such as bus transfer centers, and park & ride lots, sawtooth bus bays are preferred for their efficient use of constrained curb space. Sawtooth bays are usually wider than parallel bays; however, they require shorter curbside distance as buses typically are moving at a much slower speed in these facilities. Figure 9and Figure 10 represent examples of a sawtooth bus bays.

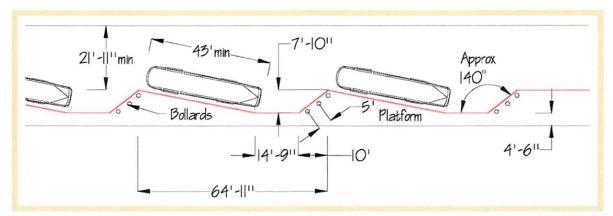


Figure 9: Example of Sawtooth Bus Bay
Source: Accessing Transit – Designing Handbook for Florida Bus Passenger Facilities

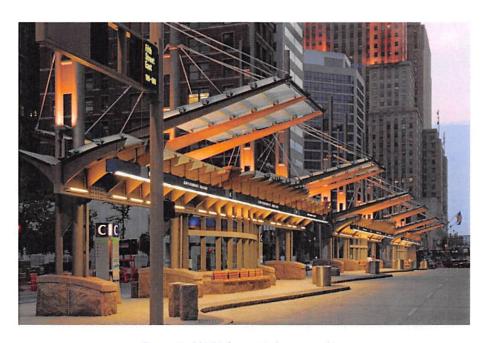


Figure 10: SORTA Sawtooth, Cincinnati, Ohio

#### 4. BUS STOP SPACING

Stop spacing distances in Table 7 were developed for the bus stop optimization project. Thresholds for residential density patterns were aligned with the documented Central Ohio Transit Authority (COTA) stop spacing standards, with the addition of an employment density component based on the natural breakpoints in employment found within the SORTA service area.

Table 7: Recommended Stops Spacing

Operating Environment	Density	Optimal Stop Spacing min (feet)	Number Stops per mile
High Density	> 20 residents per acre > 10 jobs per acre	700 – 900	6 - 8
Moderate Density	10-20 residents per acre 5-10 jobs per acre	1,000 - 1,300	4 - 5
Low Density	< 10 residents per acre < 5 jobs per acre	1,300 - 1,800	3 - 4

Although these distances are to be used as the optimum minimum distances between stops, there may be times when stops need to be closer or farther apart depending on critical needs.

#### 5. BUS STOP ELEMENTS AND PASSENGER AMENITIES

#### 5.1. Introduction

SORTA has over 4,000 bus stops and just like many other transit agencies, SORTA's resources for providing and improving customer facilities are limited, requiring the need to concentrate on what and where improvements should be made. These improvements enhance safety, accessibility, and/or comfort and convenience at and around bus stops. SORTA follows a hierarchy of bus stop elements and passenger amenities. The hierarchy of bus stops includes stops that are basic, enhanced and transit center. However, it's important to note that there are no strict criteria that determine whether a particular bus stop will be basic, enhanced, or transit center. Instead, amenities at bus stops are decided on a case-by-case basis and affected by a variety of factors, including ridership, existing conditions, number of routes serving the stop, transfer opportunities, and special populations served by the stop. Table 8 provides a list of recommended elements and passenger amenities for each bus stop class. Table 9 provides minimum ridership figures that would justify the addition of bus stop elements and amenities.

## SORTA's bus stop hierarchy types are:

- Basic
- Enhanced
- Transit Center
- Bus Rapid Transit (BRT)
- Park and Ride

Table 8: Bus Stop Hierarchy ("O" is optional amenity and "S" is standard for that bus stop type)

Amenity	Basic Stop	Enhanced Stop	Transit Center	Bus Rapid Transit (BRT)	Park and Ride
SORTA Sign	S	S	S	S	S
Regulatory Sign	S	S	S	S	S
ADA Landing Pad	0	S	S	S	S
Information Case	0	S*	S	S	0
System Map	0	S**	S	S	0
Seating	0	Trip Generator Based	S	S	S
Shelter	0	S**	S	S	S
Lighting	S	S***	S	S	S
Trash Receptacles	Site Specific	Site Specific	S	S	S
Bicycle Rack	0	S***	S	0	S
Real Time Display	0	S	S	S	0
Interactive Phone System on Site	0	0	S	0	0
TVM	0	0	S	0	0

<sup>\*</sup>Major Stops

<sup>\*\*50 +</sup> boarding/day

<sup>\*\*\*</sup>Site Specific

Table 9 describes the minimum daily boardings required at a particular stop to justify the provision of certain amenities. However it is important to make clear that these are guidelines and exceptions may be made. For example, at locations where there is a large number of elderly and/or individuals with special needs, the minimum boardings may be relaxed. On the other hand, locations where they meet the minimum boardings listed in Table 9 may not require certain amenities (i.e. a bench) if the frequency of service is extremely high.

Table 9: Required Daily Boarding Figures

Daily Boarding's					
Feature	<25	25-49	50-99	100-250	>250
Sign and Pole	1	1	1	1	1
Accessible	1	1	1	1	1
Bench		<b>✓</b>	1	✓ .	1
Passenger Shelter			1	1	1
Timetable				1	✓
Route Map/Info			1	1	1
Trash Receptacles				✓	1
Bus Pads	1	1	<b>✓</b>	1	1
Lighting			1	1	1
Electronic Sign					1

#### 5.1.1. Basic Bus Stops

Basic bus stops are stops that are marked out by the placement of a SORTA route sign, without requiring additional improvement. These kinds of stops are placed in areas with existing sidewalks, or in areas without existing sidewalks but no other construction were being performed at the time of installation. Figure 11 represents a basic bus stop. The Basic bus stops are utilized where boardings/alightings activities are light and where, usually, no transfers occur.



Figure 11: Example of SORTA Basic Bus Stop

# 5.1.2. Enhanced Bus Stops

Enhanced Bus Stops are boarding/alighting stops that have an ADA landing pad connected to a sidewalk and a SORTA route sign. Further, if the stop has adequate daily ridership, additional amenities such as shelters and benches are recommended. Figure 12 illustrates an example of a SORTA enhanced bus stop.



Figure 12: Example of SORTA Enhanced Bus Stop (with bench and trash bin)

#### 5.1.3. Transit Centers

Transit Centers are boarding/alighting areas designed to be served by multiple routes. They're located at major destinations with high numbers of transfers, where several bus routes converge. Transit Center stops have shelters, benches and other amenities. They serve as efficient "hubs" to allow passengers from various locations to assemble at a central point to take advantage of express trips or other route-to-route transfers. Figure 13 represents SORTA's Government Square Transit Center stop.

# 5.1.4. Special Service Stops (Metro Plus)

Special Service stops are designated as a limited stop/skip stop service. In terms of SORTA service, these are stops served by Metro Plus service. This type of stops serves a select number of bus stops along selected corridors in order to provide a higher level of service. They should have the same amenities as basic stops as well as a system map, real time travel information and additional passenger waiting shelter(s) for boardings of 300 or more per day.



Figure 13: Transit Center, Government Square, Cincinnati, Ohio

#### 5.1.5. Park-and-Ride

Park-and-Ride lots are off-street intermodal facilities which allow users to change from automobile travel to public transit. Park-and-Ride facilities may consist of parking garages and/or paved areas used for transit riders to park their automobiles while commuting by bus. In addition, park-and-ride facilities serve as collector sites for bus service or as transit centers. A typical park-and-ride facility includes shared-use lots (passengers and non-passengers use it) or permanent, single use lots or garages. Since customers likely arrive by cars, the service area for a park-and-ride facility is much greater than a typical pedestrian bus stop and may:

- Serve local/BRT/express bus service
- Be located at end of a route
- Require shelter, benches and information signs
- Include charging stations for electric cars
- Include restroom facilities for drivers

# 5.2. Bus Stop Sign

#### 5.2.1. Introduction

Bus stop signs are placed to notify the general public and bus drivers of the designated location of the bus stop. To prevent signs from being struck by the bus mirrors, signs should be placed at a sufficient distance from the curb as not to interfere with bus mirrors and affect the pedestrian path of travel. For best visibility, bus stop signs should

usually be placed 2 feet from the face of curb and no further than 4 feet away from the face of curb so that they are still clearly visible to riders and bus operators. The sign flag should be mounted on the pole perpendicular to the roadway and allow for 7 feet of clearance below the bottom of the sign. Location of signs must follow the provisions with city standards, policies and guidelines as outlined in Cincinnati Municipal Code Section 502-22. Further, stop signs publicize services and routes being served at such locations. Figure 14 represents SORTA bus stop signs.



Figure 14: SORTA Bus Stop Signs

# 5.2.2. Usage Factors

Each active SORTA bus stop location should be marked with a bus stop sign and text indicating which routes serve the stop.

#### 5.2.3. Design Factors

Minimum information on the bus stop sign should include:

- Metro name
- Metro logo
- Customer Service phone number
- Website address
- 4-digit stop ID
- Route numbers/names.

The sign must be easily visible to the approaching bus operator and customers and be clear of the side mirrors of buses. Other design considerations include:

- Sign should neither obstruct nor be obstructed by other objects.
- Sign should be perpendicular to the street.

- Whenever possible, the bus stop sign should be located at the front of each bus zone.
- Whenever possible, bus stop signs should be placed independently of all other street signs to maintain transit stop identity. Figure 15 shows bus stop sign placement criteria guidelines.

#### 5.2.4. Accessibility Factors

Bus stop signs should meet ADA Accessibility Guidelines (ADAAG) requirements for height, width, and visibility. The bottom edge of the sign should be positioned at a height of at least 84" above the ground. Signs mounted on bus stop shelters should also have a clearance of 84" to 98" from the base of the sign to the ground. ADAAG guidelines for information related to accessibility include:

- Locate outside pedestrian access route leading from the waiting area to the boarding and alighting area.
- Locate outside of minimum 3 feet clear circulation zone away from transit amenities and street furniture.
- Locate outside the 8 feet x 5 feet wheelchair landing pad.
- Locate outside the 4 feet minimum pedestrian access route.
- Non-glare finish characters and background.
- Characters contrasted with background with either light characters on a dark background or dark characters on a light background.
- Provide a minimum of 7 feet vertical clearance from the bottom of the sign to the ground or floor surface.
- Install at a maximum of 10 feet from the top of the sign to the ground or floor surface.

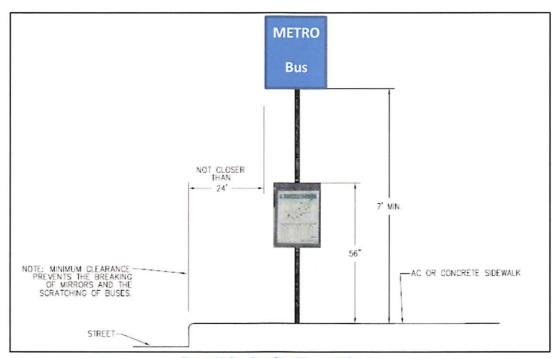


Figure 15: Bus Stop Sign Placement Criteria Source: Darnell and Associates INC.

# 5.3. Bus Stop Sign Post

#### 5.3.1. Introduction

Bus stop posts provide a way to firmly mount customer information and amenities such as the bus stop sign, and information case.

#### 5.3.2. Usage Factors

Bus stop locations should have their own bus stop posts, and using other kinds of posts such as utility poles, traffic sign posts, and light poles should be completely avoided.

## 5.3.3. Design Factors

It is recommended that bus stop sign posts be installed far-side of the landing area and be rust resistant, painted white, and uniform in design.

#### 5.3.4. Accessibility Factors

It is recommended that bus stop posts be more unique and distinguishable from other posts in the same location so they are easily recognizable by customers with visual impairments. Consistent placement of the sign pole provides the bus operator with a landmark at which to align the front end of the bus to make deployment of the ramp possible. Additionally, it provides customers with an indication of where they will be boarding.

#### 5.4. Information Case

#### 5.4.1. Introduction

Information cases are used to show routes serving bus stop, type of route (local or express), schedules, fares and other system information. The cases can be mounted on SORTA sign poles or be part of the overall design of a passenger shelter. Example of information cases are shown in Figure 16.







Rotational



Rotational

Figure 16: Examples of Local Information Cases

# 5.4.2. Usage Factors

Information cases should be placed at bus stop locations with a higher ridership and stops that serve as transfer points between routes.

#### 5.4.3. Design Factors

Information cases are generally installed on the bus stop poles, but can be part of the overall design of the customer shelter. Cases that are installed on the bus stop poles can be either rectangular or cylindrical. While the bus schedules, timetables, and maps that are posted in the information case are not subject to ADAAG, the information case itself must meet applicable ADAAG requirements to ensure that they do not create a potential hazard for pedestrians. Some recommendations for route or passenger information displays are as follows:

- Provide updated information when changes are made to routes and schedules.
- Consider the quality and appearance of information displays. A visually poor route map conveys a negative impression of the system.
- Make information display permanent. Temporary methods for displaying information (such as tape mounting) create cluttered, unsophisticated appearance at the bus stop.
- Follow ADA clearance, mobility, and guidelines for access of information by individuals with impairments.

#### 5.4.4. Accessibility Factors

There are a few types and styles of information cases such as stationary and rotational. Although the type of information case and placement may vary by jurisdiction, a paved access to all transit information displayed in the case must be provided. An advantage of an information case that's able to rotate or spin around the bus stop pole is that paved access only needs to be provided on one side of the case. It's important to note that cylindrical cases may distort the text and make it difficult to read/see for some. The recommended height for placing or viewing information case for passengers that are either seated or standing is between 48 inches to 67 inches on center from the ground. Figure 17 provides suggested viewing heights.

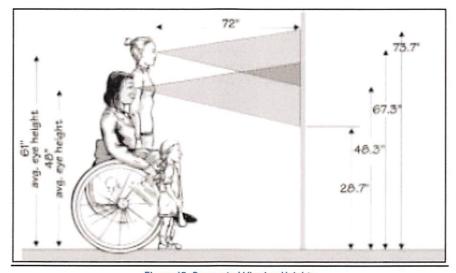


Figure 17: Suggested Viewing Heights
Source: Design for Accessibility: A Cultural Administrator's Handbook.

#### 5.5. Lighting

#### 5.5.1. Introduction

Lighting within the bus stop area enhances safety by improving both SORTA's operator and rider visibility. Lighting also provides a sense of security and contributes to defining the waiting area, in addition to illuminating route and schedule information for patrons. Further, good lighting can enhance one's sense of comfort, while bad lighting can encourage the misuse of a facility. Finally, the addition of lighting at a bus stop may enhance overall security in the surrounding area as part of a CrimePprevention Through Environmental Design (CPTED) approach.

#### 5.5.2. Usage Factors

Proper lighting should be considered for stops based on their location, usage and service hours (early morning and late night service).

#### 5.5.3. Design Factors

To avoid lighting cost, bus stops can be located near existing street lights. The bus stop signage should be illuminated and, if present, shelter fixtures can provide added light levels. Bus stop light fixtures or shelter illumination should be between 2.0 to 5.0 foot-candles. However, shelter lighting should be on the lower range as to not create a spotlight affect, where it's difficult for passengers waiting inside the shelter to see outside. Wherever possible, energy saving devices, such as efficient lamps, solar power, and daylight sensing equipment should be used.

#### 5.6. ADA Landing Pad

#### 5.6.1. Introduction

Level and paved waiting areas with adequate space provide greater access to transit service for wheelchair users, the elderly, and other encumbered riders such as parents with strollers. Another benefit to providing an adequate waiting area is that passengers waiting for the bus will be set back further from the curb and the flow of traffic. Figure 18 provides an example of ADA landing pads.



Figure 18: Landing Pad with Sidewalk Set Back from Curb

#### 5.6.2. Usage Factors

Creating a bus stop with just a pole and sign does not automatically initiate the need for an ADA landing pad unless other improvements such as shelters and other amenities are constructed. Nevertheless, in order to enhance access to transit services to all, it is recommended that ADA landing pads be constructed, to the extent possible, at all bus stop locations. Whenever municipalities or other jurisdictions undertake construction or renovation of an accessible pathway in close proximity to an existing or proposed bus stop, SORTA should require that the project include making those stops fully ADA- accessible, including an ADA landing pad and accessible route to the stop. SORTA will place new stops in accessible locations to the maximum extent practical but will not install a pad or shelter in locations without existing pedestrian facilities. Figure 19 represents an example of some design considerations for slopes around bus stops and for curb ramps.

#### 5.6.3. Design Factors

Landing pads can be connected to the backside of the sidewalk or located between the curb and sidewalk. The location of the boarding/alighting area (wheelchair landing pad) must comply with the ADA Act of 1990. The design of a landing pad should take the following into consideration:

- The surface must be durable, slip resistant, and free of horizontal or vertical obstructions or tripping hazards.
- Clear of obstructions, at least 96 inches (8 feet) perpendicular from the curb/roadway and at least 60 inches (5 feet) parallel to the roadway. A landing area of this size or larger is necessary for deployment of the vehicle's ramp and for a customer using a wheelchair to maneuver on and off the lift.
- Constructed of hard, solid material.
- Connected to curb.
- Ensure proper water run off to avoid standing water.
- Avoid using catch basins as part of or all of the landing pad/passenger waiting area.
- Slope of the pad parallel to the roadway shall be the same as the roadway.
- Cross slope not to exceed 1:5 (2%).

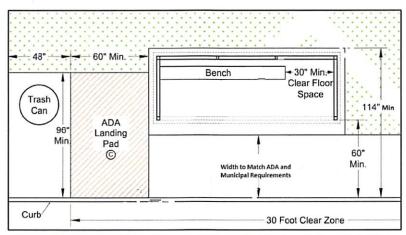


Figure 19: Example of Maximum Cross Slope on 4' wide and 2% Accessible Route

#### 5.7. Benches

#### 5.7.1. Introduction

Benches offer a place for transit riders to rest comfortably while waiting for the next available bus in the bus stop zone. Benches encourage social activities and provide places to rest along neighborhood corridors with transit service. In addition, benches enhance the appearance of the neighborhood around the bus stop. Benches may not be needed at every bus stop location, but do greatly improve the comfort of riders, especially the elderly, disabled, or those with limited mobility. Transit stops adjacent to large developments or near activities that generate a higher amount of transit passengers or have very long headway will require a bench. Figure 20 illustrates an example of a SORTA bus bench.



Figure 20: Example of SORTA Bus Bench

#### 5.7.2. Usage Factors

Benches are recommended at transit stops adjacent to large developments or near activities that generate higher amount of ridership; stops that attract riders who may have difficulty walking or standing, especially stops with headways longer than 30 minutes, should be considered for benches.

#### 5.7.3. Design Factors

Benches should be made of durable material, resistant to vandalism and wear from exposure to weather. The bench should be ADA- compliant in dimensions, with a recommended minimum length of 6 feet, or the equivalent of three seats. Further, benches shall be permanently secured to the sidewalk in accordance with a properly obtained sidewalk construction permit issued pursuant to Chapter 721 of the Cincinnati Municipal Code. The design of the bench should:

- Be coordinated with existing landscaping (e.g. shade trees) to provide protection from wind, sun, and rain.
- Be coordinated with existing street lighting to increase visibility and security.
- Not be located in undeveloped area near bench.
- Not be placed on ADA landing pad

- Not obstruct the sidewalk
- Be a minimum of 5 feet from the curb.
- Be oriented towards the street.
- Discourage sleeping on the bench.
- Include seats with 20 to 24 inches in depth and minimum of 42 inches in length; seat height should be 17 to 19 inches from the ground.
- Be at a slip-resistant surface that allows for proper drainage.

#### 5.8. Shelters

#### 5.8.1. Introduction

A bus shelter provides protection for passengers from sun, wind, and rain, while waiting for a bus to arrive. Shelters are installed at major boarding or transfer locations, shopping centers, and medical facilities. While SORTA strives to provide comfortable waiting areas for all customers, shelter installation must be prioritized due to limited resources. SORTA uses ridership figures as the primary criterion for determining which bus stops warrant shelters. Bus stop locations with 50 passenger boardings per day or more will be considered for shelters. Yet, there are additional factors that are taken into consideration that support placement of a shelter. Figure 21 provides some examples of SORTA bus shelters.

Existing site conditions such as the following may make shelter placement unfeasible:

- Adequate shelter of some type is not readily available
- Shelter location is not approved by the local jurisdiction
- Shelter location generates severe local community/business opposition.
- Inadequate Right-of-Way
- Lack of existing pedestrian amenities.

#### 5.8.2. Usage Factors

Bus stops with ridership exceeding 50 boardings per day are priority candidates for new shelters. Bus stop locations that serve senior communities, colleges/universities, hospitals, major trip generators, other special trip generators, and major transfer points between routes may be suitable for passenger shelters.









Figure 21: Example of SORTA Bus Shelters

#### 5.8.3. Design Factors

The shelter should be constructed of durable, architecturally sound materials to withstand heavy use and continual exposure to the elements. It can range from an overhead canopy structure, to one with a roof and be enclosed on at least two sides to provide a screen from prevailing winds. A clear view of the approaching bus and bus loading pad is necessary and can be accomplished using tempered, clear glass panels. Films or clear view materials can add design elements to the shelter exterior. Shelters should be oriented so they are placed facing the travel lane and nearside of the landing pad. However, some specific sites may call for a rear-facing shelter, for example, where ADA access can only be achieved with a rear-facing shelter due to narrow right-of-way. Shelters should be cleaned and maintained on a regular basis. Figures 22 and 23 provide bus shelter design diagrams.

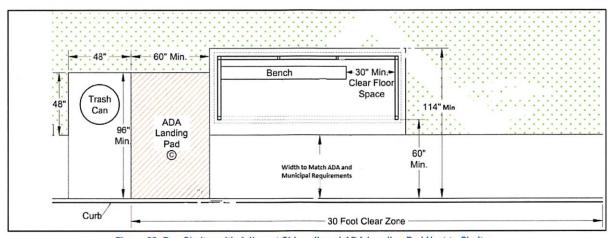


Figure 22: Bus Shelter with Adjacent Sidewalk and ADA Landing Pad Next to Shelter.

Source: COTA Bus Stop Guidelines

The design of passenger shelters should take into account the following:

- Anchor seating securely to concrete accessory pad or shelter.
- Provide seating inside the shelter.
- Provide additional waiting area near shelter, if required.
- Material should be durable and resistant to vandalism and weather conditions.
- Transparent sides for greater visibility; panels should be resistant to fading and clouding.
- Should accommodate at least one wheelchair.

#### 5.8.4. Accessibility Factors

No matter how a shelter is placed, all shelters must meet both local jurisdictional accessibility requirements and ensure adequate access and maneuverability for those with mobility limitations. To ensure bus stop and shelter access for customers, the following should be taken into account:

 Provide a minimum clear floor area of 30 inches wide by 48 inches deep (including knee and toe clearance) entirely within the perimeter of the shelter to permit wheelchair access.

- Provide for a forward or parallel wheelchair approach with open side of shelter adjoining a pedestrian access route or another clear space.
- Provide for wheelchair maneuvering space:
  - o Forward approach: a minimum of 36 inches wide where depth exceeds 24 inches.
  - o Parallel approach: a minimum of 60 inches wide where depth exceeds 15 inches.
- Unobstructed access to customer information (i.e., area map, audio push button) on shelter.

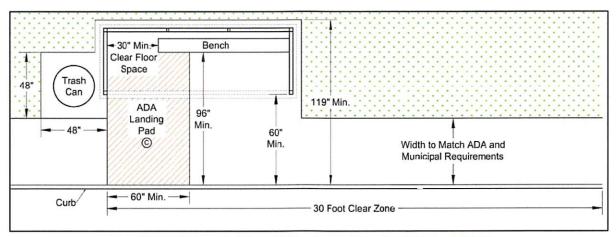


Figure 23: Bus Shelter with Adjacent Sidewalk and ADA Landing Pad in front of Shelter.

Source: COTA Bus Stop Guidelines

#### 5.9. Trash Receptacles

#### 5.9.1. Introduction

Trash receptacles provide a place for trash disposal and improve the appearance of a transit stop. Trash receptacles may not be needed at every transit stop, especially those with low ridership. It is important to properly maintain the receptacles and the trash collection. Figure 24 illustrates an example of SORTA trash Receptacle.



Figure 24: Example of SORTA Trash Receptacles

#### 5.9.2. Usage Factors

SORTA requests from local municipalities to place trash receptacles at most bus stop locations with shelters, at highridership stops, and at locations where litter has become problematic SORTA places trash receptacles at its own transit centers. Figure 25 provides diagram with trash can.

#### 5.9.3. Design Factors

The receptacles should reflect other publicly owned and maintained trash receptacles in the local jurisdiction and along the corridor. The receptacles should be anchored securely to the ground to reduce unauthorized movement.

#### 5.9.4. Accessibility Factors

Trash receptacles should be installed where they do not create an obstruction or interfere with the accessibility of the bus stop or the adjacent sidewalk including:

- ADA landing pad area.
- Access to posted information.
- Access to shelter or information/maps displayed on shelter.
- Access to audio push buttons for real time bus information (where applicable).

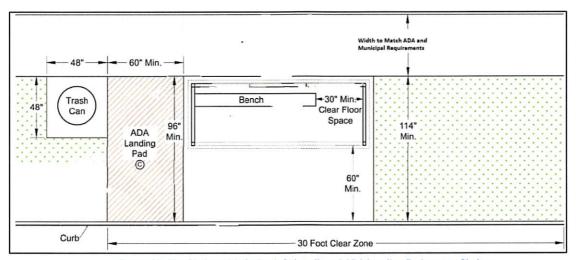


Figure 25: Bus Shelter with Setback Sidewalk and ADA Landing Pad next to Shelter.

#### 5.10. Shelter Maps Display Boxes

#### 5.10.1. Introduction

SORTA bus shelter maps display boxes are attractively designed to display helpful passenger information in a concise layout. Information posted may include:

- Maps
- Fare information
- System information
- Other general information

Figure 26 represents an example of SORTA shelter map display boxes.

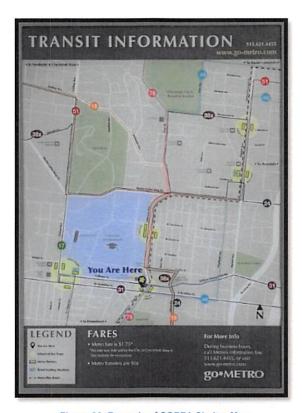


Figure 26: Example of SORTA Shelter Map

#### 5.10.2. Usage Factors

Display boxes are currently at some key SORTA transit locations.

#### 5.10.3. Design Factors

The display boxes are typically bolted to the shelter. Ideally, display boxes should be designed to fit and blend with the overall design of and structure of the shelter.

#### 5.10.4. Accessibility Factors

As with all passenger information at a bus stop, safe and easy access needs to be ensured. Access to the information should be cleared of all obstructions.

#### 5.11. Bicycle Racks

Bicycle racks and parking facilities are increasingly used to accommodate commuters who use bicycles to access transit but prefer not to use on-board bike racks. Bicycle parking facilities discourage the practice of locking bicycles onto bus facilities or onto adjacent property. SORTA will incorporate bicycle racks into the design of SORTA owned facilities such as park-and-rides and transit centers when developing or renovating these locations. Municipalities and

other parties may install bicycle racks near bus stops, as long as they do not obstruct or interfere with the accessibility of the stop or adjacent sidewalk. Bicycle racks should never be placed on the wheelchair landing pad, within the shelter, or blocking access from the shelter to the boarding area or access to the sidewalk network. Bicycle racks should conform to municipal standards. Figure 27 illustrates an example of bicycle racks.



Figure 27: Example of Bicycle Racks

#### 5.12. Vendor Boxes

Vendor boxes, also referred to as newspaper boxes, can be an added convenience to customers. Vendor boxes are generally found at locations where there is a high level of pedestrian activity. Similar to other street furniture, vendor boxes should be placed so that they do not obstruct the sidewalk or ADA landing pad or interfere with passenger access to the bus, shelter, or patron information. Vendor boxes are not permitted to be located on SORTA infrastructure. Vendor boxes in violation of these guidelines may be removed or relocated. The use of vendor box "corrals" or fixed modular vendor boxes is encouraged in order to ensure that vendor boxes are placed and remain in suitable locations. Figure 28 represents examples of vendor boxes.



Figure 28: Example of Vendor Boxes

#### 5.13. Landscaping

Shade trees and landscaping, such as grass and shrubs, can enhance the environmental comfort and aesthetics of a transit center. Street trees can act as a safe buffer between automobile and pedestrian traffic. Furthermore, trees shade transit customers from the sun, and protect them from light rain. Trees should be pruned to allow 12 feet minimum vertical clearance from the surface of the travel way to allow buses to pass without obstructions.

Additional shrubs and landscaping will further shelter passengers from inclement weather. Typically, tree branches that extend into the roadway should be trimmed back at least 3 feet from the curb to avoid damage to vehicles or trees. In order for bus drivers to see passengers, and for passengers to feel safe at the bus stop, there should not be tall, dense, or overgrown landscaping in the immediate vicinity of the bus stop. Low growing shrubs, ground cover, shade trees and drought- tolerant plants are preferred. Finally, ground cover between the curb and the back of the waiting area should not exceed 2 feet in height. Figure 29 represents an example of street trees.

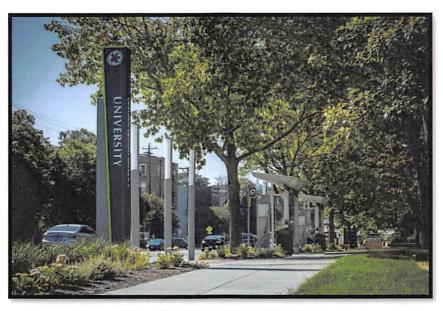


Figure 29: SORTA Bus Stop in Clifton, Ohio

#### 6. PROCESS FOR DETERMINING ADDITION OR REMOVAL OF AMENITIES

The purpose of the flowchart (Error! Reference source not found.) is to provide a clear process that SORTA's staff an follow when making a decision on whether to add or remove an amenity. By following a standard process, SORTA will maintain consistency in deciding on placement of amenities while at the same time ensure equal evaluation and treatment of all requests for amenities. The process for adding or removing an amenity may be triggered by either a request from the public or as part of service changes.

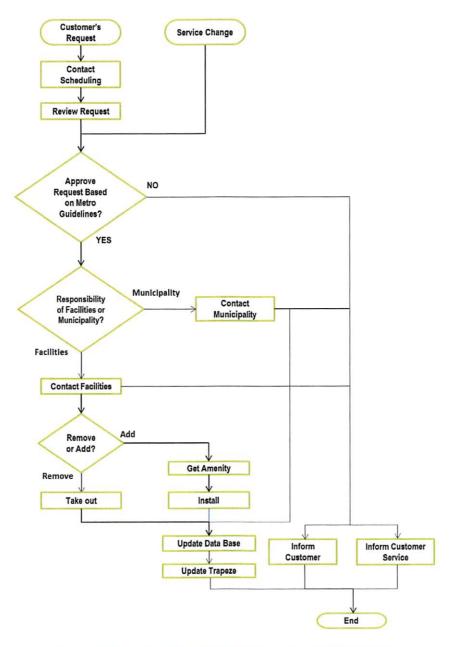


Figure 30: Process for Determining Addition or Removal of Amenities

#### 7. ROADWAY DESIGN FOR TRANSIT VEHICLE USE

Roadway and intersections with bus traffic and bus stops should be designed to accommodate the size, weight, and turning requirements of buses. The safety and operation of a roadway improve when these elements are incorporated into the design. SORTA's bus fleet consists of buses of various sizes, and the roadway should be designed to accommodate the maximum measurements of SORTA's buses.

The maximum height of SORTA's current fleet is 11 feet; the maximum width (including the mirrors) is 9 feet 10 inches; and the maximum length is 42 feet. Additionally, SORTA owns five 60-foot articulated bus models. These buses will exhibit different facility requirements due to their increased length and altered door placement. It is recommended that developers always contact SORTA during the project planning process in order to receive more detailed vehicle fleet information as well as general plan reviews. Table 10 illustrates the dimensions of the current SORTA fleet.

Table 10: SORTA Fleet

Year	Mfg & Model	Length	Actu	al Measur	ements		Turning Radio	us
		Manufacturer Advertised Length	Height	Width	Length	Radius Over Bumper	Radius Over Outside Tire	Radius Over Inside Tire
2002	Gillig Phantom	40 ft.	10'	9' 10"	41'	44' 11"	40' 4"	33' 7"
2004	Gillig Phantom	40 ft.						
2006	Gillig Low Floor	40 ft.	10'	9' 10"	41'	46' 2"	41' 9"	35' 2"
2008	Gillig Low Floor	40 ft.	10	9 10	41	40 2	41 9	33 2
2008	New Flyer D40LF (SR1289)	40 ft.	10'	9' 10"	42'			
2008	New Flyer D40LF (SR1290)	40 ft.	11'	9' 10"	42'	44'	40' 4"	33' 7"
2009	New Flyer D40LF (SR1336)	40 ft.	10'	9' 10"	42'			
2009	New Flyer D40LF (SR1418)	40 ft.			1200			
2009	New Flyer D60LF (SR1354)	60 ft.	11'	11'	62'	42' 6"	40'	33'
2010	New Flyer DE41LF (SR1437)	40 ft.	11'	9' 10"	42'	44'	40' 4"	33' 7"
2010	New Flyer DE30LFR (SR1438)	30 ft.	11'	9' 10"	32'	30' 4"	25' 9"	18' 11"
2011	New Flyer DE40LFR (SR1567)	40 ft.	11'	9' 10"	42'	44'	40' 4"	33' 7"
2012	Gillig Low Floor	40 ft.	10'	9' 10"	41'			
2013	Gillig Low Floor BRT Plus	40 ft.	11'	9' 10"	41'		1	
2013	Gillig Low Floor	40 ft.						
2015	Gillig Low Floor	40 ft.	10'	9' 10"	41'	46' 2"	41' 9"	35' 2"
2015	Gillig Low Floor	40 ft.				]		
2016	Gillig Low Floor	40 ft.	10'	11'	41'			
2018	Gillig Low Floor	40 ft.	10	11	41			

#### 7.1. Bus Pads

Roadway pavements need to be of sufficient strength to accommodate repetitive bus axle loads of up to 25,000 pounds. Exact pavement designs will depend on site-specific soil conditions. Areas where buses start, stop, and turn are of particular concern because of the increased loads associated with these activities. Using reinforced concrete pavement pads in these areas reduces pavement failure problems that are common with asphalt. The pad should be a minimum of 11 feet wide (12 feet desirable) with a pavement section designed to accept anticipated loadings. The length of the pad should be based on the anticipated length of the bus that will use the bus stop and the number of buses that will be at the stop simultaneously. SORTA should be consulted to determine the number of buses expected to arrive or dwell at a bus stop jointly. Figure 31 includes an example of concrete bus pad.

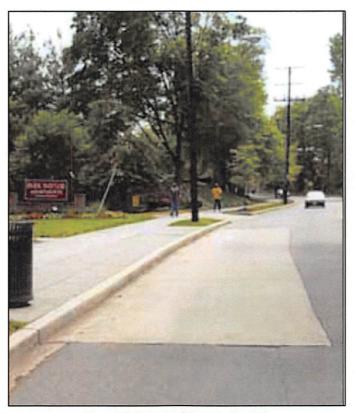


Figure 31: Example of Concrete Bus Pad

#### 7.2. Lane Width

A traffic lane used by buses should be wide enough for a maximum bus width of 10'-6" including mirrors and be designed to permit adequate maneuvering space and to avoid sideswipe accidents. When a bicycle lane and bus stop are both present, an operator must be able to see cyclists in both directions while approaching the stop. To accommodate transit vehicles on both public and private roadways, SORTA recommends lane widths of 12 feet or more to allow for proper bus maneuverability.

#### 7.3. Roadway Grade

Selection of the roadway grade is related to topography and cut-and-fill material consideration. Typically, the maximum grade for 40-foot buses is between 6 and 8 percent. The recommended grade change between a street and a driveway is less than 6 percent. SORTA recommends that changes in roadway grade should be gradual so that buses can easily negotiate changes with adequate ground clearance for passenger safety and comfort.

#### 7.4. Curb Height

An appropriate curb height for efficient passenger service operation is between 6 and 9 inches. If curbs are too high, the bus will be hindered from moving close to it and the operations of a ramp could be negatively affected. If curbs are too low or not present, elderly persons and passengers with mobility limitations may have difficulty boarding and alighting.

#### 7.5. Turning Radii

The radius of street intersections should be designed to allow buses to turn at appropriate operating speeds without "jumping" the curb line or encroaching into adjacent traffic lanes. Although the curb radius and other roadway design features of municipal streets are regulated by the local municipality, the typical turning radius of SORTA's vehicles should be considered, as it will affect the ability of SORTA to operate safely on roadways with minimal intrusion into other lanes of traffic. Private developments that are intended to receive bus service should design facilities that will accommodate smooth and easy turning movements by SORTA's vehicles. Such developments should be designed to accommodate a minimum 50 feet outside corner radius and a minimum 30 feet inside corner radius. Figure 32 shows appropriate curb radii values for transit vehicles and varying lane configurations.

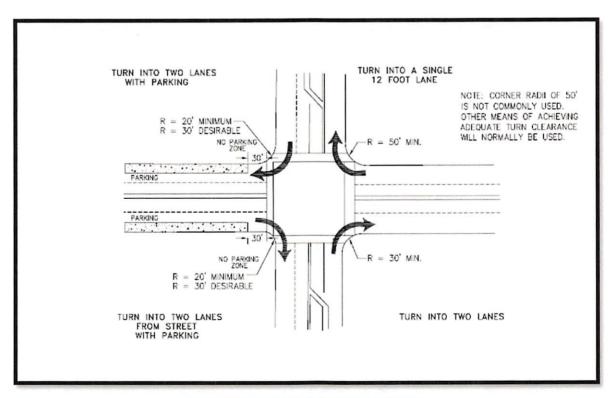


Figure 32: Represents Curb Design for Bus Turning.
Source: Darnell and Associates INC.

#### 8. TRANSIT-ORIENTED DEVELOPMENT (TOD)

The land use development and transportation system patterns of a city or neighborhood are closely linked and strongly affect the efficiency and viability of public transportation. TOD is aimed to increase public transport ridership by reducing the use of private cars as well as encouraging transit agencies to provide transit service. According to Institute for Transportation and Development Policy, "Transit-oriented development is often defined as higher-density mixed-use development within walking distance or a half- mile of transit stations." TOD also provides superior walking and bicycling facilities so that residents can easily travel between their homes, shopping, work, and transit stations. Overall, TOD is intended to create more vibrant and convenient communities for people to live and work, where car ownership is not a necessity and household transportation costs can be kept low. Further, TOD provides affordable housing opportunities that are supported by lowered household transportation cost.

#### 9. PUBLIC INVOLVEMENT CONCERNING BUS STOPS AND INPUTS

Bus stops as public spaces are as much a part of a community as streets, pathway, parks and plazas. SORTA encourages communities and citizens to recognize their value and to build a sense of ownership. SORTA also strives to keep passengers well-informed of any changes that will affect service, including changes to bus stops. SORTA may remove bus stops for a number of reasons including better alignment with bus stop spacing guidelines, route realignments, safety issues, construction projects, or changes in land use. Whenever possible, it is SORTA's policy to post signs alerting customers and explaining the service change, including contact information for Customer Relations on all bus stops that are to be removed or have a major change in service prior to the change taking effect.

In circumstances where SORTA has the ability to control the movement or removal of a bus stop, SORTA may seek additional public input concerning bus stop changes and will post signs several weeks before the change and again when a final decision is made. SORTA also strives to notify the public about proposed and final bus stops at public hearings and through information posted on our website and social media. SORTA encourages and welcomes input from the public about bus stops. All comments, questions or concerns including requests for new stops, shelters or other amenities, concerns about bus stop placement, or feedback about proposed stop removals should be directed to SORTA Customer Relations.

#### REERENCES

Arlington County-Bus Stop Standards-

http://www.commuterpage.com/TDM/pdf/ArlingtonCoBusStopStandards.pdf

Arlington County (VA)- Bus Stop Design Standards (2002)

AC Transit Bus Stop Policy-

http://www.actransit.org/aboutac/bod/policies/pdfs/Policy508- Bus Stop Policy.pdf

Alameda- Contra Costa Transit District (CA) Board Policy 508- Bus Stop Policy (2005)

COTA Bus Stop Design Guide-

https://www.cota.com/bus-stop-design-guide/

Central Ohio Transit Authority (OH) – Bus Stop Design Guide (2012)

Grand Junction Transit Design Standards-

http://www.gicity.org/CityDeptWebPages/PublicWorksAndUtilities/TransportationEngineering/TEFilesThatLINKintoDWStoreHere/TEDS/TRANSITREGS.pgf

Grand Junction/Mesa County Metropolitan Planning Organization (CO)- Transit Design Guidelines (2003)

OCTA Policy-

http://www.octa.net/temp/OCTA Bus Stop Safety and Design Guidelines.pdf

Orange County Transportation Authority (CA) - Bus Stop Safety and Design Guidelines (2004)

Palm Tran-Transit Design Manual-

http://www.co.palm-beach.fl.us/palmtran/library/TRANSIT DESIGN MANUAL.pdf

Palm Beach County, Florida Transit Design Manual (2004)

TRCRP Report 19- http://trb.org/news/blurb\_detail.asp?id=2597

This Transit Cooperative Research Program report titles "Guidelines for the location and Design of Bus Stops" was prepared by the Texas Transportation Institute at Texas A&M University (1996)

Washington Metropolitan Area Transit Authority (WMATA)

https://nacto.org/docs/usdg/design and placement of transit stops kfh.pdf

Washington D.C. Area Design and Placement of Transit Stops (2009)

## City of Cincinnati Fund 455 Streetcar Operations Fund Projection For Fiscal Year 2021

· · · · · · · · · · · · · · · · · · ·	FY 2020	FY 2021
	Approved Budget	Recommended Budget
	. Abrasan anagas	
Beginning Balance Fund 455	\$ 822,793	\$ 286,793
Streetcar Revenue:		
Streetcar Fare Box	323,834	•
Advertising/Naming Rights	300,571	337,636
FTA Grants: Formula Funds	196,379	200,000
Total Streetcar Revenue	820,784	537,636
Other Sources:		
City Contribution	1,500,000	934,000
City Contribution CARES Funding		556,610
Parking Citations	600,000	-
VTICA	324,000	505,000
Haile Foundation	900,000	900,000
General Fund Transfer In	501,670	
General Fund Transfer In via TIF Swap		1,760,000
Total Other Revenue Sources	3,825,670	4,655,610
Total Sources	A CAC AEA	E 102 246
Total Sources	4,646,454	5,193,246
Estimated Operating Costs:		
TransDev Contract: O&M	3,593,573	3,626,000
· Security (previously SORTA cost)		100,500
SORTA Direct Costs	387,605	172,000
SORTA OVERHEAD	172,486	•
Total Operations Costs	4,153,664	3,898,500
City Direct Costs	420,018	485,000
-One Time Transition Costs	536,000	
· Chief Safety Officer	555,555	138,200
· City Electrical Maintenance Workers		178,000
· City Legal Costs		120,700
City Overhead and Workers Comp		64,920
· City Parking Enforcement	72,772	89,000
Total City Costs	1,028,790	1,075,820
Total Expenditures	5,182,454	4,974,320
Surplus (Deficit)	(536,000)	218,926
Projected Year End Fund 455 Balance	\$ 286,793	\$ 505,719
Fund Balance as % of Revenue	6.2%	9.7%

Exhibit B

#### FY 2021 SUPPLEMENTAL APPROPRIATIONS

General Fund 050	-	-		_	General Fund 050				
REDUCTIONS	Fund	Agency	Appropriation Unit	\$ Amount	INCREASES	Fund	Agency	Appropriation Unit	\$ Amount
TRANSFERS SOURCE ACCOUNTS CINCINNATI POLICE DEPARTMENT NEIGHBORHOOD POLICING Subtotal Transfe	050 rs	222	7200			050			1,760,000 1,760,000
TOTAL FUND REDUCTIONS				1,760,000	TOTAL FUND INCREASES				1,760,000

General Fund 050			-		Streetcar Operations Fund 455				
REDUCTIONS		Fund Agen	Appropriation cy Unit		INCREASES	Fund	Agency	Appropriation Unit	\$ Amount
TRANSFERS SOURCE ACCOUNTS UNAPPROPRIATED SURPLUS	Subtotal Transfers	050				455			1,760,000 1,760,000
									, ,
TOTAL FUND REDUCTIO	NS			1,760,000	TOTAL FUND INCREASES				1,760,0

Exhibit B
FY 2021 SUPPLEMENTAL APPROPRIATIONS

Downtown South/Riverfront Equivalent Fund 481	31			Downtown South/Riverfront Equivalent Fund 481	481			
REDUCTIONS	Fund Agency	Appropriation Unit	\$ Amount	\$ Amount INCREASES	Fund	A Fund Agency	Appropriation Unit	\$ Amount
TRANSFERS SOURCE ACCOUNTS UNAPPROPRIATED SURPLUS	481		693,750	TRANSFERS USE ACCOUNTS CINCINNATI POLICE DEPARTMENT NEIGHBORHOOD POLICING	481	222	7200	693,750
Subtotal Transfers		•	693,750		ZA.			693,750
TOTAL FUND REDUCTIONS			693,750	693,750 TOTAL FUND INCREASES				693,750
Downtown/OTR East Equivalent Fund 483				Downtown/OTR East Equivalent Fund 483				

Downtown/OTR East Equivalent Fund 483				Downtown/OTR East Equivalent Fund 483			
		Appropriation				Appropriation	
REDUCTIONS	Fund Agency	Unit	S Amount	S Amount INCREASES	Fund Agency	Unit	S Amount
TRANSFERS SOURCE ACCOUNTS UNAPPROPRIATED SURPLUS Subtotal Transfers	483	I	1,066,250	TRANSFERS USE ACCOUNTS CINCINNATI POLICE DEPARTMENT NEIGHBORHOOD POLICING Subtotal Transfers	483 222	7200	1,066,250
TOTAL FUND REDUCTIONS			1.066.250	1,066,250   TOTAL FUND INCREASES			1.066.250

#### Exhibit B

### SUPPLEMENTAL APPROPRIATION FY 2021 STREETCAR OPERATIONS FUND

Department	Fund	Agency	Salaries and Benefits 7100 and 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
Transportation & Engineering Streetcar Operations	455	236	89,000	1,904,000			1,993,000
Total Streetcar Operations Fund Supplemental Appropriation			89,000	1,904,000			1,993,000

#### **EMERGENCY**

### City of Cincinnati

JRS AWL

## An Ordinance No.

- 2020

AUTHORIZING the appropriation and transfer of additional funds for the Fiscal Year 2021 operating budget; AUTHORIZING the return to the unappropriated surplus of the General Fund 050 the sum of \$1,760,000 from Cincinnati Police Department operating budget account no. 050x222x7200, "Cincinnati Police Department Neighborhood Policing," for the purposes of making funds available to provide operating budget resources for the Cincinnati Bell Connector; AUTHORIZING the appropriation of the sum of \$693,750 from Fund 481, "Downtown South/Riverfront Equivalent," to the Cincinnati Police Department's non-personnel operating budget account no. 481x222x7200; AUTHORIZING the appropriation of the sum of \$1,066,250 from Fund 483, "Downtown/OTR East Equivalent Fund," to the Cincinnati Police Department's non-personnel operating budget account no. 483x222x7200; AUTHORIZING the transfer of \$1,760,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Fund 455, "Streetcar Operations," for the purpose of providing operating budget resources to operate and maintain the Cincinnati Bell Connector; and further AUTHORIZING the appropriation of an additional sum in the amount of \$1,993,000 from the unappropriated surplus of Fund 455, "Streetcar Operations," for a total streetcar operating budget of \$4,974,320 from Fund 455, "Streetcar Operations," for the Cincinnati Bell Connector requirements including, for Fiscal Year 2021, the City of Cincinnati's direct contribution toward the Cincinnati Bell Connector's operating shortfall.

WHEREAS, City Council approved Ordinance 0209-2020 on June 24, 2020 for the purpose of transferring and appropriating \$2,981,320 from Fund 455, "Streetcar Operations," for Fiscal Year 2021 ("FY 2021") for the purpose of providing resources to maintain the Cincinnati Bell Connector in a state of good repair; and

WHEREAS, City Council wishes to authorize and provide additional funds and resources to operate the Cincinnati Bell Connector; and

WHEREAS, City Council each year strives to fund the operations of the Cincinnati Bell Connector using eligible sources derived from the area around the streetcar route, which receives the most direct benefit of this City asset; and

WHEREAS, the estimated total budget to operate and maintain the Cincinnati Bell Connector and underlying capital assets in good working order during FY 2021 is approximately \$4,974,320, inclusive of direct City costs; and

WHEREAS, Ordinance 0209-2020 includes a transfer and return to source in the amount of \$934,000 from the existing capital improvement program project account no. 980x233x172378, "Streetcar System Maintenance and Repair," to operate and maintain the Cincinnati Bell Connector; and

WHEREAS, Ordinance 0209-2020 provides for the receipt and expenditure of Federal Transit Administration CARES ACT funds in the amount of \$556,610; and

WHEREAS, Section 17(B) of Senate Bill 4, passed by the 133<sup>rd</sup> General Assembly of the Ohio Legislature, states that the unencumbered balance of municipal public improvement tax increment equivalent funds may be used "solely to pay current public safety expenses or road and bridge maintenance expenses of the subdivision that are not eligible to be paid or reimbursed with funds received by the subdivision pursuant to 42 U.S.C. 601" which is a reference to the Coronavirus Relief Fund ("Coronavirus Relief Fund") established under the Coronavirus Aid, Relief, and Economic Security Act; and

WHEREAS, \$693,750, which represents 25% of the unencumbered fund balance in the Downtown South/Riverfront Equivalent Fund, is available to be appropriated to the Cincinnati Police Department for non-personnel operating budget expenses that are not eligible to be paid or reimbursed under the Coronavirus Relief Fund; and

WHEREAS, \$1,066,250, which represents 14.22% of the unencumbered fund balance in the Downtown/OTR East Equivalent Fund, is available to be appropriated to the Cincinnati Police Department for non-personnel operating budget expenses that are not eligible to be paid or reimbursed under the Coronavirus Relief Fund; and

WHEREAS, the Cincinnati Police Department's General Fund non-personnel operating budget will be reduced by \$1,760,000, which amount will be transferred to the Streetcar Operations Fund 455; and

WHEREAS, due to the Cincinnati Bell Connector operating shortfalls, the Carol Ann and Ralph V. Haile, Jr. U.S. Bank Foundation will donate to the City an estimated \$900,000 in FY 2021 according to the terms of the Haile Streetcar Funding Agreement; and

WHEREAS, the combined total of the City's contribution, Federal Transit Administration Formula Funds, CARES Act Funding, streetcar revenue (fares, naming rights, and advertising revenue), the Haile Foundation Guaranty payment, and Voluntary Tax Incentive Contribution Agreement payments is anticipated to be sufficient to cover the total estimated cost of the Cincinnati Bell Connector Budget for FY 2021; now, therefore,

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

Section 1. That Council authorizes a total streetcar budget of \$4,974,320 for Fiscal Year 2021 ("FY 2021") as set forth in Exhibit A, attached hereto and made a part hereof.

Section 2. That Council hereby authorizes the appropriation of the sum of \$693,750 from Fund 481, "Downtown South/Riverfront Equivalent," to the Cincinnati Police Department's non-personnel operating budget account no. 481x222x7200 for the purpose of providing operating

budget support according to the attached Exhibit B, Schedule of Appropriation, attached hereto and made a part hereof.

Section 3. That Council hereby authorizes the appropriation of the sum of \$1,066,250 from Fund 483, "Downtown/OTR East Equivalent Fund," to the Cincinnati Police Department's non-personnel operating budget account no. 483x222x7200 for the purpose of providing operating budget support according to the attached Exhibit B, Schedule of Appropriation.

Section 4. That the return to the unappropriated surplus of the General Fund of the sum of \$1,760,000 from existing Cincinnati Police Department non-personnel operating budget accounts is hereby authorized according to the Schedule of Appropriation attached as Exhibit B.

Section 5. That Council hereby authorizes the transfer of \$1,760,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Streetcar Operations Fund 455 for the purpose of providing resources to operate and maintain the Cincinnati Bell Connector.

Section 6. That Council hereby authorizes the appropriation of \$1,993,000 from the unappropriated surplus of Streetcar Operations Fund 455, in accordance with Exhibit B, Schedule of Appropriation, attached hereto and made a part hereof, that combined with the appropriation authorized by Council in Ordinance 209-2020, provides for an operating budget total of \$4,974,320 for the costs of operating and maintaining the Cincinnati Bell Connector during FY 2021.

Section 7. That the proper City officials are authorized to do all things necessary and proper to implement the provisions of Sections 1 through 6 of this ordinance, and the City Manager is further authorized to amend or otherwise modify streetcar contracts to the extent needed to provide

for the maintenance and operation of the streetcar system within the approved budget during FY 2021.

Section 8. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to ensure necessary funding is in place for FY 2021.

Passed:	, 2020	
		John Cranley, Mayor
Attest:	lerk	



**Date:** July 28, 2020

To:

Councilmember Chris Seelbach

From:

Andrew W. Garth, Interim City Solicitor

Subject:

Emergency Ordinance - FY 2021 Streetcar Operating Budget

Transmitted herewith is an emergency ordinance captioned as follows:

**AUTHORIZING** the appropriation and transfer of additional funds for the Fiscal Year 2021 operating budget; AUTHORIZING the return to the unappropriated surplus of the General Fund 050 the sum of \$1,760,000 from Cincinnati Police Department operating budget account no. 050x222x7200, "Cincinnati Police Department Neighborhood Policing," for the purposes of making funds available to provide operating budget resources for the Cincinnati Bell Connector; AUTHORIZING the appropriation of the sum of \$693,750 from Fund 481, "Downtown South/Riverfront Equivalent," to the Cincinnati Police Department's non-personnel operating budget account no. 481x222x7200; AUTHORIZING the appropriation of the sum of \$1,066,250 from Fund 483, "Downtown/OTR East Equivalent Fund," to the Cincinnati Police Department's non-personnel operating budget account no. 483x222x7200: AUTHORIZING the transfer of \$1,760,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Fund 455, "Streetcar Operations," for the purpose of providing operating budget resources to operate and maintain the Cincinnati Bell Connector; and further AUTHORIZING the appropriation of an additional sum in the amount of \$1,993,000 from the unappropriated surplus of Fund 455, "Streetcar Operations," for a total streetcar operating budget of \$4,974,320 from Fund 455, "Streetcar Operations," for the Cincinnati Bell Connector requirements including, for Fiscal Year 2021, the City of Cincinnati's direct contribution toward the Cincinnati Bell Connector's operating shortfall.

AWG/JRS/(lnk) Attachment 317565

# City of Cincinnati Fund 455 Streetcar Operations Fund Projection For Fiscal Year 2021

	FY 2020	FY 2021
	Approved Budget	Recommended Budget
	. App. 010a baaget	necommended badget
Beginning Balance Fund 455	\$ 822,793	\$ 286,793
Streetcar Revenue:		
Streetcar Fare Box	323,834	_
Advertising/Naming Rights	300,571	337,636
FTA Grants: Formula Funds	196,379	200,000
Total Streetcar Revenue	820,784	537,636
Other Sources:		
City Contribution	1,500,000	934,000
City Contribution CARES Funding	1,300,000	556,610
Parking Citations	600,000	550,010
VTICA	324,000	- 505,000
Haile Foundation	900,000	900,000
Transit Fund Transfer In	900,000	1,500,000
FC Admission Tax Transfer		260,000
General Fund Transfer In	501,670	200,000
Total Other Revenue Sources	3,825,670	4,655,610
Total Other Neverlue Sources	5,625,670	4,655,610
Total Sources	4,646,454	5,193,246
Estimated Operating Costs:		
TransDev Contract: O&M	3,593,573	3,626,000
· Security (previously SORTA cost)		100,500
SORTA Direct Costs	387,605	172,000
SORTA OVERHEAD	172,486	-
Total Operations Costs	4,153,664	3,898,500
City Direct Costs	420,018	485,000
-One Time Transition Costs	536,000	465,000
	556,000	120 200
· Chief Safety Officer		138,200
· City Electrical Maintenance Workers		178,000
· City Legal Costs		120,700
City Overhead and Workers Comp		64,920
· City Parking Enforcement	72,772	89,000
Total City Costs	1,028,790	1,075,820
Total Expenditures	5,182,454	4,974,320
Surplus (Deficit)	(536,000)	218,926
	(330,000)	
Projected Year End Fund 455 Balance	\$ 286,793	\$ 505,719
Fund Balance as % of Revenue	6.2%	9.7%

#### Exhibit B

### SCHEDULE OF APPROPRIATION FY 2021 STREETCAR OPERATIONS FUND OPERATING BUDGET

SCHEDULE 1. That there be appropriated from the Streetcar Operations Fund (455) for the Fiscal Year 2021, the sums set forth in the columns designated Salaries and Benefits 7100 and 7500, Non-Personnel 7200-7400, Properties 7600, Debt Service 7700, and Total Appropriation:

Department	Fund	Agency	Salaries and Benefits 7100 and 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
Law							
Law - Civil	455	111	120,700				120,700
Transportation & Engineering							
Streetcar Operations	455	236	517,200	2,593,500			3,110,700
Traffic Engineering	455	239	178,000	, ,			178,000
Non Departmental Accounts							
Workers' Compensation	455	921	8,750				8,750
General Fund Overhead	455	944		56,170			56,170
Total Streetcar Operations Fund Appropriation			824,650	2,649,670	0		3,474,320

#### **SCHEDULE OF APPROPRIATION**

SCHEDULE 2. That there be appropriated from the Income Tax-Transit Fund (759) for the Fiscal Year 2021, the sums set forth in the columns designated Salaries and Benefits 7100 and 7500, Non-Personnel 7200-7400, Properties 7600, Debt Service 7700, and Total Appropriation:

Department	Fund	Agency	Salaries and Benefits 7100 and 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
Transportation & Engineering Streetcar Operations	759	236		1,500,000			1,500,000
Total Income Tax-Transit Fund Appropriation				1,500,000			1.500.000

#### **EMERGENCY**



### City of Cincinnati

## An Ordinance No. 208

- 2020

APPROVING a \$4,974,320 operations and maintenance budget for the Cincinnati Bell Connector for fiscal year 2021; AUTHORIZING the transfer and return to source of \$934,000 from existing capital improvement program project no. 980x233x172378, "Streetcar System Maintenance and Repair," to Fund 455, "Streetcar Operations" for the purpose of providing operating budget resources to operate and maintain the Cincinnati Bell Connector; AUTHORIZING the transfer of \$260,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Fund 455 "Streetcar Operations" for the purpose of providing operating budget resources to operate and maintain the Cincinnati Bell Connector; and AUTHORIZING the appropriation of \$3,474,320 from Fund 455, "Streetcar Operations," and the appropriation of \$1,500,000 from Fund 759, "Income Tax-Transit" for the Cincinnati Bell Connector requirements including, for fiscal year 2021, the City of Cincinnati's direct contribution toward the Cincinnati Bell Connector's operating shortfall.

WHEREAS, the estimated total budget to operate and maintain the Cincinnati Bell Connector and underlying capital assets in good working order during fiscal year 2021 ("FY 2021") is approximately \$4,974,320, inclusive of direct City costs; and

WHEREAS, the proposed total budget includes a transfer and return to source in the amount of \$934,000 from the existing capital improvement program project account no. 980x233x172378, "Streetcar System Maintenance and Repair," for use to operate and maintain the Cincinnati Bell Connector; and

WHEREAS, the City of Cincinnati's agreement with FC Cincinnati guarantees Admission Tax revenue of at least \$400,000 to the City's General Fund in FY 2021; and

WHEREAS, \$140,000 of the Admission Tax guarantee from FC Cincinnati for FY 2021 will remain in the General Fund, but the remaining \$260,000 will be transferred to the Streetcar Operations Fund; and

WHEREAS, due to Cincinnati Bell Connector operating shortfalls, the Carol Ann and Ralph V. Haile, Jr. U.S. Bank Foundation will donate to the City an estimated \$900,000 in FY 2021 according to the terms of the Haile Streetcar Funding Agreement; and

WHEREAS, the combined total of the City's contribution, Federal Transit Administration Formula Funds, CARES Act Funding, streetcar revenue (fares, naming rights, and advertising revenue), the Haile Foundation Guaranty payment, and Voluntary Tax Incentive Contribution Agreement payments is anticipated to be sufficient to cover the total estimated cost of the Cincinnati Bell Connector Budget for FY 2021; now, therefore,

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

Section 1. That Council authorizes a total streetcar budget of \$4,974,320 for fiscal year 2021 ("FY 2021") set forth in Exhibit A to this ordinance.

Section 2. That Council hereby authorizes the transfer and return to source of \$934,000 from existing capital improvement program project account no. 980x233x172378, "Streetcar System Maintenance and Repair," to the Streetcar Operations Fund 455 for the purpose of providing resources to use to operate and maintain the Cincinnati Bell Connector.

Section 3. That Council hereby authorizes the transfer of \$260,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Streetcar Operations Fund 455 for the purpose of providing resources to operate and maintain the Cincinnati Bell Connector.

Section 4. That Council hereby authorizes the appropriation for the current expenses and other expenditures of the City in the total amount of the sum of \$3,474,320 from Fund 455, "Streetcar Operations," in accordance with the transfer schedule attached as Exhibit B to this ordinance, for the costs of operating and maintaining the Cincinnati Bell Connector during FY 2021.

Section 5. That Council hereby authorizes the appropriation for the current expenses and other expenditures of the City in the total amount of the sum of \$1,500,000 from Fund 759, "Income Tax-Transit," in accordance with the transfer schedule attached as Exhibit B to this ordinance, for the costs of operating and maintaining the Cincinnati Bell Connector during FY 2021.

Section 6. That the proper City officials are hereby authorized to take all appropriate actions to carry out this ordinance including, but not limited to, the appropriations and transfers authorized herein, which transfers shall occur no later than July 1, 2020. The City Manager is further authorized to amend or otherwise modify streetcar contracts to the extent needed to provide

for the maintenance and operation of the streetcar system within the approved budget during FY 2021.

Section 7. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to authorize streetcar funding in FY 2021 to operate and maintain the Cincinnati Bell Connector.

John Cranley, Mayor

Attest:

Clerk

I HEREBY CERTIFY THAT ORDINANCE NO 203:2020
WAS PUBLISHED IN THE CITY BULLETIN
IN ACCORDANCE WITH THE CHARTER ON 7:7:2020

CLEBK OF COUNCIE



Date: June 18, 2020

To:

Councilmember Chris Seelbach

From:

Paula Boggs Muething, City Solicitor

Subject:

Emergency Ordinance - FY 2021 Streetcar Transit Tax

Transmitted herewith is an ordinance captioned as follows:

APPROVING a \$4,974,320 operations and maintenance budget for the Cincinnati Bell Connector for fiscal year 2021; AUTHORIZING the transfer and return to source of \$934,000 from existing capital improvement program project no. 980x233x172378, "Streetcar System Maintenance and Repair," to Fund 455, "Streetcar Operations" for the purpose of providing operating budget resources to operate and maintain the Cincinnati Bell Connector; AUTHORIZING the transfer of \$260,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Fund 455 "Streetcar Operations" for the purpose of providing operating budget resources to operate and maintain the Cincinnati Bell Connector; and AUTHORIZING the appropriation of \$3,474,320 from Fund 455, "Streetcar Operations," and the appropriation of \$1,500,000 from Fund 759, "Income Tax-Transit" for the Cincinnati Bell Connector requirements including, for fiscal year 2021, the City of Cincinnati's direct contribution toward the Cincinnati Bell Connector's operating shortfall.

PBM/JRS/(lnk) Attachment 315916

# City of Cincinnati



Mayor John Cranley

Office of Mayor John Cranley

801 Plum Street, Suite 150 Cincinnati, Ohio 45202 Phone (513) 352-3250 (513) 352-5201 Email: John.Cranley@cincinnati-oh.gov

#### Joint Emergency Order

#### 11. Outdoor Dining and Social Distancing

Pursuant to Article III of the Cincinnati Charter, Article XVIII of the Administrative Code of the City of Cincinnati, and in furtherance of orders issued by the Governor of Ohio and the Ohio Department of Health, it is hereby ordered that certain City requirements for outdoor dining areas and right-of-way occupancy be temporarily suspended or modified so that the City Administration may immediately institute temporary health measures to expand outdoor dining options during the COVID-19 pandemic.

In administering this order, the City Administration shall consult with the Cincinnati Department of Health to establish guidelines for the review and approval of applications for temporary outdoor dining areas. Approvals may be granted only in such areas and under conditions that the City determines will be protective of outdoor diners and bar patrons, maintain sidewalk accessibility, take into account transportation circulation needs, and ensure ongoing access for emergency vehicles and first responders. To be eligible for temporary outdoor dining relief, restaurants and bars must comply with applicable City and state health orders (whichever is more protective of the public health) - including strict adherence to social distancing, face covering, and other safety requirements for restaurants released by the State of Ohio in connection with the reopening of outdoor dining effective May 15, 2020.

It is hereby ordered that the City Administration may temporarily suspend or otherwise relax local permit requirements for outdoor dining areas including, without limitation, under Chapters 718, 721, and 723 of the Municipal Code, the Zoning Code, and the Land Development Code. The City Manager is hereby authorized to take such action as is reasonably necessary to maintain order in the implementation of this public health directive, including, without limitation, temporarily restricting access of the traveling public (e.g., automobiles) from portions of the right of way.

The City Administration is further authorized to take reasonably necessary steps consistent with this order to allow for use of private property under control of an applicant for temporary expansion of outdoor dining opportunities at existing restaurants.

The City Administration shall first implement this order as a pilot program that will enable the City to start immediately to gain experience processing applications, evaluating traffic safety and circulation needs, and developing safe public health practices in relation to the outdoor dining program. This order authorizes temporary, revocable permissions to operate outdoor dining areas. This order does not create a private right to occupy the public right-of-way or diminish the City Manager's authority to oversee and manage the use public right-of-way in the City's best interests.

This order is based upon the existence of a condition of public danger and emergency associated with the COVID-19 pandemic, as established by the Mayor's Declaration of Emergency. By City Charter and in accordance with Section 7 of Article XVIII of the Cincinnati Municipal Code, the City Administration is authorized to exercise whatever powers and authority are necessary in order to carry out this order.

This order and the permissions granted pursuant to this order shall remain in effect until the later of 90 days from issuance or upon the expiration of the Mayor's Declaration of Emergency for the COVID-19 pandemic.

Mayor John Crapley

Date

Commissioner Melba Moore

Data

Date



Mayor John Cranley

202000842

Office of Mayor John Cranley

801 Plum Street, Suite 150 Cincinnati, Ohio 45202 Phone (513) 352-3250 Fax (513) 352-5201

Email: John.Cranley@cincinnati-oh.gov

#### DECLARATION OF EMERGENCY

The ongoing COVID-19 pandemic presents emergency conditions and dangers to the public health and welfare without precedent in the past 100 years. After declaring a state of emergency and instituting severe measures to "flatten the curve," the State of Ohio has begun to reopen Ohio's economy, sector by sector, concluding that initial steps toward reopening can be safely taken in accordance with good hygiene and social distancing measures. Consistent with the State's reopening efforts and at the request of the City Manager, I hereby amend, revise, and tailor the existing COVID-19 declaration of emergency to this new phase of the response to the pandemic, pursuant to Article III of the Cincinnati Charter and Article XVIII of the Administrative Code of the City of Cincinnati.

The emergency condition and danger that forms the basis for this amended and revised declaration is the ongoing public health emergency caused by the pandemic and the need to enable the safe reopening of the City including, but not limited to, reopening of retail businesses, restaurants, and workplaces in the City. By this revised declaration, the Mayor retains emergency authority to issue orders under the limited circumstances necessary for the safe reopening of Cincinnati. This declaration is consistent with the statewide health emergency declared by Governor DeWine, the issuance of Ohio Department of Health's compulsory health orders and related guidelines, and the fundamental need to protect vulnerable populations during this pandemic.

This Order supersedes the March 11, 2020, emergency declaration as to any conflicts, and hereby amends any such conflicts consistent with the provisions of this

declaration. All emergency orders issued under the March 11, 2020, declaration are hereby terminated except for the Outdoor Street Dining and Social Distancing order dated May 12, 2020, a copy of which is attached to this declaration, which is extended. If extended, emergency orders shall continue in effect in accordance with the terms of Article XVIII of the Administrative Code. This amended and revised declaration shall be issued to the news media for the widest possible dissemination to the citizens of Cincinnati. This declaration shall be effective June 29, 2020.

DECLARED this <b>23</b> th day of June, 2020
BY: John Cranley, Mayor City of Cincinnati
DATE:
TIME:
ATTEST: Dul Ceys Ducky



Mayor John Cranley

202001090

Office of Mayor John Cranley

801 Plum Street, Suite 150 Cincinnati, Ohio 45202 Phone (513) 352-3250 Fax (513) 352-5201 Email: John.Cranley@cincinnati-oh.gov

August 4, 2020

## **MOTION**

WE MOVE that the City Manager immediately allocate \$100,000 for increased outreach efforts to ensure that every Greater Cincinnati resident is counted in the 2020 Census.

WE FURTHER MOVE that the City Manager is authorized to allocate these funds immediately and a moral obligation ordinance will be passed in September. These funds will be used for canvassing, rental and landlord outreach, and targeted outreach in lowest performing Census tracts.

Mayor John Cranley

**Statement**: The City of Cincinnati remains committed to ensuring every resident is counted in the 2020 Census. The data collected by the Census has a direct impact on how much federal funding we receive, which means an undercount of population leads to communities and individuals that are underserved. The Trump Administration's push to end the Census count a month early will result in a massive undercount, specifically in minority communities. The immediate allocation of funding is vital to ensure a more complete, accurate count, despite efforts to undermine the Census.



# Scope of Work (SOW) July 27-October 30-September 30

Project Manager: Chandra Yungbluth

### **SUMMARY:**

The US Census Bureau announced that counting operations will end September 30<sup>,</sup> 2020, one month before the adjusted pandemic deadline. Additional funds, detailed below, will support ongoing efforts to ensure a fair and accurate count.

#### TASK LIST:

### Canvass Program- 50K

Universe of approximately 25,000 households in lowest responding tracts with high single-family unit percentage. (Mid-August- Mid-September)

### Census Mobile Kiosk Program- 25K

Visit public spaces in lowest responding neighborhoods, CMHA properties, and Universities with prizes and incentives for completing the Census at Kiosk. (6 weeks August 15- Sept 30)

## Census Renter/landlord outreach program- 25K

Dedicated staff member to:

- Engage Landlords and property Managers to work with US Census Bureau enumerators onsite
- Assist US Census bureau with Data collection of proxy day from property managers to USCB
- Conduct outreach and census assistance on site with residents



#### U.S. CENSUS OUTREACH EFFORT UPDATE

August 4, 2020

#### GREATER CINCINNATI COUNTS PROGRESS | OCTOBER 2019 - AUGUST 2020

Greater Cincinnati Counts (GCC) Kick-off, 10/1/19 9 Monthly GCC Meetings (6 in person, 3 virtual) Approximately 50 – 75 attendees at each meeting

#### Provided resources to GCC participants:

- One-on-one guidance
- Full Communication/Media strategy
- Messaging Tool Kit: graphics, social media posts, email blasts, newsletter articles, etc.
- Hands-on training to practice key talking points
- Printed materials posters, palm cards, flyers, yard signs in any language requested
- Attended/spoke at numerous events/meetings

#### **Staffed Kiosks Serving Hard To Count Communities**

- Over 90 kiosks staffed mid June August 4
- 70 more already scheduled
- Mayor's Interns provided staffing
- Tablets and phones allowed for immediate census response
- Answered questions, provided printed materials

Outreach meetings with CPS, Metro, Spectrum, Apartment Association, other stakeholders, including all City departments resulting in the following:

- Free advertising on busses
- Backpack stuffers
- Translation services for printed materials,
- Bill On-serts and Inserts in GCWW, Cincinnati Bell
- Spectrum PSAs
- Home Visits to special immigrant populations via Compass
- Newsletter/Eblasts educating about Census (including multiple languages)
- Newsletter/Eblasts educating about Census scams
- Posters, handouts, and yard signs at all City facilities
- Census response stations at community spaces
- Dedicated outreach to landlords for proxy
- Trash can stickies
- 591-6000, Fix it Cincy special announcements
- Stickers for food banks and diaper banks
- Info on phone census to Meals on Wheels

#### MEDIA ENGAGEMENT

Regular discussions with local media including incorporating into our social media posts; inviting them to GCC meetings; setting up standard media interviews (WCPO, Enquirer, Local 12, WVXU); talk show appearances (Cincinnati Edition, Lincoln Ware (TV and radio,) Let's Talk Cincinnati); Clyde Gray produced PSA that runs regularly on WCPO.

Upcoming: Lincoln Ware show takeover; WCPO (Lucy May) and CityBeat (Nick Swartsell) interested in back-to-school stories and impact of colleges and universities on the Census; WVXU Cincinnati Edition

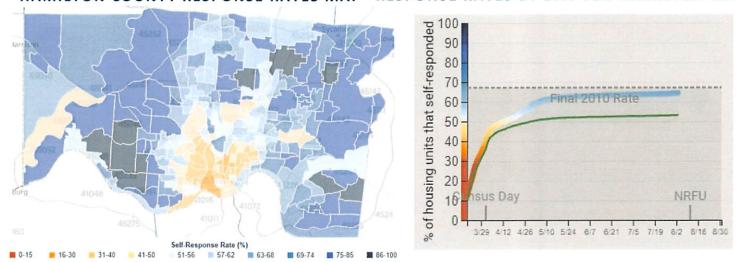
- <a href="https://www.wcpo.com/news/our-community/outreach-has-changed-but-message-remains-the-same-the-2020-census-is-happening-and-its-important">https://www.wcpo.com/news/our-community/outreach-has-changed-but-message-remains-the-same-the-2020-census-is-happening-and-its-important</a>
- https://www.uc.edu/news/articles/2020/04/n20902704.html
- <a href="https://local12.com/news/childhood-poverty-a-cincinnati-crisis/low-census-response-can-cost-neighborhoods-cities-billions-in-the-long-run">https://local12.com/news/childhood-poverty-a-cincinnati-crisis/low-census-response-can-cost-neighborhoods-cities-billions-in-the-long-run</a>
- https://www.wvxu.org/post/covid-19-complicates-census-outreach-hard-count-neighborhoods
- https://www.citybeat.com/news/blog/21112188/cincinnati-hamilton-county-kick-off-2020-census-efforts
- https://www.wlwt.com/article/community-leaders-gearing-up-for-2020-us-census/30649068
- https://local12.com/news/local/community-partners-to-host-virtual-events-after-coronavirus-impacts-census-cincinnati
- https://www.wlwt.com/article/let-s-talk-cincy-importance-of-the-2020-census/31041344
- https://www.cincinnati.com/story/news/2020/04/24/coronavirus-how-pandemic-could-hurt-cincinnatis-census-count/3004804001/
- https://thecincinnatiherald.com/2020/01/2020-census-jobs-available/
- https://www.soapboxmedia.com/devnews/Cincinnati-census-2020.aspx

#### RESPONSE RATES

Source: U.S. Census Bureau | 2020 response rates are as of August 2, 2020

The national 2020 response rate is 62.9%. The state of Ohio has a 67.3% 2020 response rate. In 2010, Ohio's self-response rate was 69%.

### HAMILTON COUNTY RESPONSE RATES MAP RESPONSE RATES BY DAY FOR HAMILTON CO.



The following tracts have the **highest** 2020 response rates in the County: Tract 249.03 (89% - Mt. Washington), Tract 204.04 (88% - Miami Twp), Tract 212.01 (87.8% - Green Twp), Tract 211.02 (87.8% - Green Twp), and Tract 226.01 (87.4% - Wyoming City).

The following tracts have the **lowest** 2020 response rates in the County: Tract 16 (18.2% - OTR), Tract 30 (24.1% - Corryville), Tract 25 (24.7% - CUF), Tract 33 (26% - Corryville), and Tract 17 (26.4% - OTR).



Hamilton Co. has a 64.3% response rate as of August 2, 2020. Their 2020 Census self-response rate was 67.2%.



Cincinnati has a 52.3% response rate as of August 2, 2020. The city's 2010 Census self-response rate was 59.1%.



## Paid Communications Plan July 27-October 30-September 30

## African American/Latin X outreach

Radio- 2 weeks of ads on Radio 1, & LaMega staring August 1
Print- two weeks of ads in Herald and LaVanguardia starting August 1
Mail- Targeted bilingual Latinx mailer (5,000 households) Aug 30

## **Digital Advertising**

Targeted hard to count- renters, African American, 18-54 in specific zip codes. Facebook, Instagram, digital display ads.

- General Hard to Count Audience, July 27-October 7
- Geofenced around multifamily units, July 27-October 7- localized neighborhood messaging

## **Phone & Text Program**

Targeted by lowest responding census tract- universe approx. 17,000

Week#	Date	Phone	Text
Week 8	3-Aug	Live patch thru	
			animated
Week 7	10-Aug		text
Week 6	17-Aug	robo call	
Week 5	24-Aug	robo call	
			animated
Week 4	31-Aug		text
Week 3	7-Sep	Live patch thru	
Week 2	14-Sep	robo call	
			animated
Week 1	21-Sep		text
week 0	28-Sep	robo call	

#### **Direct Mail**

Mail universe based on Census model developed by Target Smart (48,000) each household receives droning its blitz week:

- Census information (August)
- Social pressure (August)
- Final Notice (September)

### **Canvass Program**

Universe of approximately 25,000 households in lowest responding tracts with high single-family unit percentage. (Mid August- Mid September)

## **Census Mobile Kiosk Program**

Visit public spaces in lowest responding neighborhoods, CMHA properties, and Universities with prizes and incentives for completing the Census at Kiosk. (6 weeks August 15- Sept 30)

## Census Renter/landlord outreach program

Dedicated staff member to:

- Engage Landlords and property Managers to work with US Census Bureau enumerators onsite
- Assist US Census bureau with Data collection of proxy day from property managers to USCB
- Conduct outreach and census assistance on site with residents



Mayor John Cranley

202000841

Office of Mayor John Cranley

801 Plum Street, Suite 150 Cincinnati, Ohio 45202 Phone (513) 352-3250 Fax (513) 352-5201

Email: John.Cranley@cincinnati-oh.gov

June 2020

## **APPOINTMENT**

I hereby appoint Olivia McKinney to the City Planning Commission. Ms. McKinney is filling the unexpired term of Melissa Wideman and the term shall expire on March 14, 2023. This appointment is submitted to City Council for its advice and consent pursuant to its Rules.

Mayor John Cranley

## OLIVIA MCKINNEY

#### SKILLS

Great at building rapport with students and pushing them to perform to the best of their abilities. Great technology use in the classroom. Microsoft Office skilled.

#### EXPERIENCE

Intervention Specialist | Cincinnati Public Schools |
Aug '18 - Present

Responsible for the creation of IEPs. Differentiating instruction for a variety of learners.

Self-Contained Teacher | Baltimore City Public Schools
Aug '17-Jun '18

Self-Contained English and Social Studies, grades 6-8.

My job was to informally and formally assess students in order to create and revise IEP's. Implement Fountas and Pinnell's LLI along with iReady to support student growth.

Use student data to drive lesson plans and differentiate for learner needs.

English Teacher | Baltimore City Public Schools Aug '16-Aug '17

Hamilton Elementary/Middle School for 6th & 8th grade.

### EDUCATION

Master of Education | May 2018 | Johns Hopkins

Secondary English Concentration.

Certified in Special Education.

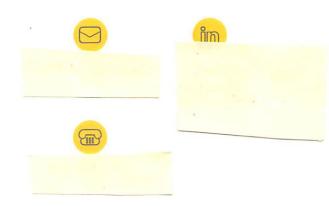
Bachelor of Education | May 2016 | University of Toledo

Adolescent and Young Adult English Education (7-12)

### OBJECTIVE

Highly energetic and committed educator with strong academic background and experience with innovative teaching techniques.

Result-oriented, organized, and motivated individual seeking challenging opportunities.



## VOLUNTEER EXPERIENCE OR LEADERSHIP

Boys and Girls Club Young
Professionals Board.

YWCA Real Reads Facilitator.

Curriculum and Development Committee at Withrow HS.



Mayor John Cranley

202001080

Office of Mayor John Cranley

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Email: John.Cranley@cincinnati-oh.gov

August 2020

## **REAPPOINTMENT**

I hereby reappoint Sandra Mosley to the Woodward High School Board of Trustees for a term of three years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.

Mayor John Cranley

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Mayor John Cranley

202001081

Office of Mayor John Cranley

801 Plum Street, Suite 150 Cincinnati, Ohio 45202 Phone (513) 352-3250 Fax (513) 352-5201

Email: John.Cranley@cincinnati-oh.gov

August 2020

## **REAPPOINTMENT**

I hereby reappoint Teri Spears to the Cincinnati Metropolitan Housing Authority (CMHA) Board Of Commissioners for a term of five years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.

Mayor John Cranley

Equal Opportunity Employer 193

gh control



Mayor John Cranley

202001082

Office of Mayor John Cranley

801 Plum Street, Suite 150 Cincinnati, Ohio 45202 Phone (513) 352-3250 Fax (513) 352-5201

Email: John.Cranley@cincinnati-oh.gov

August 2020

## **REAPPOINTMENT**

I hereby reappoint Mark (Zeek) Childers to the Citizen Complaint Authority Board for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.

Mayor John Cranley

Ju Carlow



Office of Mayor John Cranley

801 Plum Street, Suite 150 Cincinnati, Ohio 45202 Phone (513) 352-3250 Fax (513) 352-5201 Email: John.Cranley@cincinnati-oh.gov

August 2020

## **REAPPOINTMENT**

I hereby reappoint Dr. Joe N. Hackworth, MD to the Cincinnati Board of Health for a term of three years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.

Mayor John Cranley

Jr. Only



Mayor John Cranley

202001084

Office of Mayor John Cranley

801 Plum Street, Suite 150 Cincinnati, Ohio 45202 Phone (513) 352-3250 Fax (513) 352-5201

Email: John.Cranley@cincinnati-oh.gov

August 2020

## **REAPPOINTMENT**

I hereby reappoint Greg Landsman to the O-K-I Regional Council of Governments for a term of one year. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.

Mayor John Cranley

The Conly



Mayor John Cranley

202001085

Office of Mayor John Cranley

801 Plum Street, Suite 150 Cincinnati, Ohio 45202 Phone (513) 352-3250 Fax (513) 352-5201

Email: John.Cranley@cincinnati-oh.gov

August 2020

## REAPPOINTMENT

I hereby reappoint Ryan Dupree to the Board of the Hamilton County Community Action Agency for a term of three years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.

Jh. andy



801 Plum Street, Suite 346B Cincinnati, Ohio 45202

Phone: (513) 352-5232

Email: greg.landsman@cincinnati-oh.gov

Web: www.cincinnati-oh.gov

Greg Landsman
Councilmember

202001076

July 27, 2020

Pursuant to the rules of Council, I request appointment as a member of the Law and Public Safety Committee.

Councilmember Greg Landsman



801 Plum Street, Suite 346B Cincinnati, Ohio 45202

Phone: (513) 352-5232

Email: greg.landsman@cincinnati-oh.gov

Web: www.cincinnati-oh.gov

Greg Landsman

202001077

July 28, 2020

#### **MOTION**

### Public Safety Improvement: Differentiated Response

When residents call 911 with an emergency, call-takers currently have two options for dispatch: Police and Fire. However, many calls that got dispatched to Police are focused on citizens experiencing homelessness, addiction, or those with mental and behavioral health issues. Other cities have improved public safety and saved money for taxpayers by adding alternative options for call-takers, and we should pursue similar approaches.

For example, In Eugene, Oregon, the Police Department works in partnership with CAHOOTS (Crisis Assistance Helping Out On The Streets), born out of the White Bird Clinic, a community health center. They have built a relationship with the local Police Department and respond to calls that come into the 911 call centers.

CAHOOTS takes about 20% of calls and focuses on citizens experiencing homelessness and those with mental and behavioral health issues and the police department focuses on violent and criminal acts. If they are non-violent, CAHOOTS arrives at the scene in vans and assesses the situation. If they need back-up, they can call for police or EMS who then arrive at the scene. Most of the time, they use their training to assist and are able to transport citizens to hospitals, shelters, and White Bird (medical and dental care) on their own. CAHOOTS saves approximately \$15 million per year in ambulance and ER trips and another \$8.5 million in public safety costs. Currently, they receive \$2 million in the budget, which pays for 3 vans for transportation and 24/7 staffing.

As such, WE MOVE that the Administration pursue this approach and, if necessary, leverage the resources Council recently provided for new approaches to improving public safety. The Administration and appropriate stakeholders convened through a problem-solving team under the Collaborative should review all relevant 911 data to determine how many calls could be diverted to alternative dispatch options and begin to test how to make this work in Cincinnati. This should be done in connection with efforts like the LEAD pilot project and DVERT.

We also request a report within 60 days on national best practices, relevant Call Center data, and plans to test or pilot this new approach.

Councilmember Greg Landsman



801 Plum Street, Suite 346B Cincinnati, Ohio 45202

Phone: (513) 352-5232

Email: greg.landsman@cincinnati-oh.gov

Web: www.cincinnati-oh.gov

Greg Landsman

202001079

July 27, 2020

#### **MOTION**

### CPD Improvement and the Citizens Compliant Authority: Reporting and Accountability

The Citizen Complaint Authority (CCA) is at the heart of the Collaborative Agreement but it faces two major challenges. The CCA has been understaffed and the submitted complaints are not being investigated and responded to in a timely manner. At one point, the CCA had a backlog of over 100 cases, including many excessive use-of-force complaints. Secondly, new data and reporting suggest that when the CCA does submit to the Administration and the Cincinnati Public Department (CPD), their findings and recommendations for the cases they have investigated appear to be largely ignored.

We have now provided funding to fully staff the CCA, additional data collection and continuous improvement support for the Administration, with specific emphasis in our public safety efforts. However, we have not taken action to ensure that CCA recommendations are pursued.

If we are committed to real change and improvement within CPD, we must take action on CCA recommendations now. We need real reporting and accountability.

Real improvement cannot be achieved if CCA recommendations are ignored. CCA leaders report that they continue to make the same recommendations for change, and yet continue to investigate complaints that suggest no action has been taken on these repeated recommendations. Additionally, there is no structured or reliable process for Council and the Community to understand what recommendations have been submitted, and what actions, if any, were taken by CPD.

As such, **WE MOVE** that the Administration provide to Council monthly reports on the recommendations submitted by CCA to the Administration and CPD. This should include the type of recommendations submitted and responses to the recommendations, including actions being pursued. Additionally, within 60 days, the Administration should create a parallel report on all known prior CCA recommendations and responses to the recommendations. The goal should be reform and improvement through meaningful reporting and accountability.

Councilmember Greg Landsman



Date: July 28, 2020

To:

Councilmember Jeff Pastor

202001070

From:

Andrew W. Garth, Interim City Solicitor

Subject:

Ordinance - Modifying Title XIV CMC Section 1421-14 Urban Housing

**Overlay Districts** 

Transmitted herewith is an ordinance captioned as follows:

MODIFYING Title XIV of the Cincinnati Municipal Code, "Zoning Code of the City of Cincinnati," by ORDAINING new Section 1421-14, "Urban Housing Overlay Districts," to enable Council to relieve minimum lot area density requirements with respect to residential uses in the areas it determines to be appropriate through the establishment of Urban Housing Overlay Districts; and further ESTABLISHING Urban Housing Overlay District #1, "Urban Core," over the Over-the-Rhine, Pendleton, and Central Business District neighborhoods and certain portions of the West End and Mt. Auburn neighborhoods as an overlay district to relieve minimum lot area density requirements with respect to residential uses in the area.

AWG/MEH/(lnk) Attachment 304928



MEH BWG

## An Ordinance No.

- 2020

MODIFYING Title XIV of the Cincinnati Municipal Code, "Zoning Code of the City of Cincinnati," by ORDAINING new Section 1421-14, "Urban Housing Overlay Districts," to enable Council to relieve minimum lot area density requirements with respect to residential uses in the areas it determines to be appropriate through the establishment of Urban Housing Overlay Districts; and further ESTABLISHING Urban Housing Overlay District #1, "Urban Core," over the Over-the-Rhine, Pendleton, and Central Business District neighborhoods and certain portions of the West End and Mt. Auburn neighborhoods as an overlay district to relieve minimum lot area density requirements with respect to residential uses in the area.

WHEREAS, the Over-the-Rhine, Pendleton, and Central Business District neighborhoods and certain portions of the West End and Mt. Auburn neighborhoods developed as higher-density, mixed-use urban environments that promote and encourage walkability and provide the foundation for a healthy and vibrant urban core; and

WHEREAS, relieving minimum lot area density requirements with respect to residential uses in these neighborhoods encourages physical development that strengthens the neighborhoods' most desirable characteristics; and

WHEREAS, the elimination of minimum lot area density requirements for residential uses promotes the redevelopment of existing buildings to productive reuse as well as the development of new infill buildings, which serves to revitalize the urban core by encouraging traditional urban, mixed-use development of a scale and density that are compatible with the City's existing urban core; and

WHEREAS, the City Planning Commission at its regular meeting held on \_\_\_\_\_\_\_, 2020, affirmatively recommended that the Council adopt text amendments to the Zoning Code of the City of Cincinnati ("Zoning Code") to establish a tool for eliminating density requirements in certain designated areas through the establishment of Urban Housing Overlay Districts, and further recommended that the Council adopt Urban Housing Overlay District #1, "Urban Core," for the Over-the-Rhine, Pendleton, and Central Business District neighborhoods and certain portions of the West End and Mt. Auburn neighborhoods to lift minimum lot area density requirements for residential uses in that area; and

WHEREAS, a committee of Council held a public hearing on the recommended text amendments to the Zoning Code and the adoption of Urban Housing Overlay District #1, "Urban Core," for the Over-the-Rhine, Pendleton, and Central Business District neighborhoods and certain portions of the West End and Mt. Auburn neighborhoods following due and proper notice pursuant to Cincinnati Municipal Code Section 111-1, and the committee approved the proposed text amendments and the establishment of Urban Housing Overlay District #1, "Urban Core," finding it in the interest of the public's health, safety, and general welfare; and

WHEREAS, the Council finds that the recommended text amendments and the establishment of Urban Housing Overlay District #1, "Urban Core," are consistent with *Plan Cincinnati* (2012), including the Strategy under Goal 2 in the Live Initiative Area to "Become more walkable" (p. 157) and the Strategy under Goal 2 of the Sustain Initiative Area to "Preserve our built history" which specifically recommends that the City "develop changes to zoning regulations to remove barriers to the adaptive reuse of buildings" (p.197); and

WHEREAS, the Council further finds that the proposed text amendments and the establishment of Urban Housing Overlay District #1, "Urban Core," are in the interest of the public's health, safety, morals, and general welfare; now, therefore,

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

Section 1. That new Section 1421-14, "Urban Housing Overlay Districts," of the Cincinnati Municipal Code is hereby ordained to read as follows:

### § 1421-14. – Urban Housing Overlay Districts.

City Council may establish Urban Housing Overlay Districts within which the provisions of Sections 1405-07, "Development Regulations," 1407-07, "Development Regulations," 1409-09, "Development Regulations," 1410-07, "Development Regulations," 1413-07, "Development Regulations," and 1419-23, "Loft Dwelling Units," of the Zoning Code that limit the lot area square footage per residential unit do not apply.

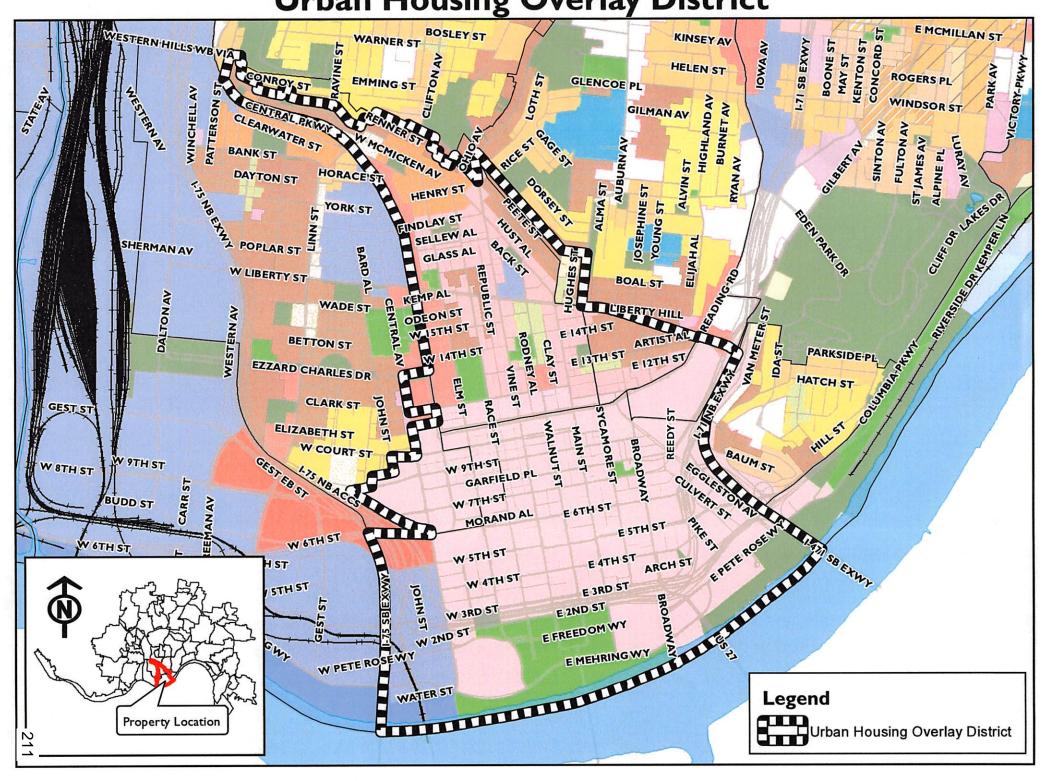
Section 2. That, pursuant to Cincinnati Municipal Code 1421-14, ordained herein, the area of the City of Cincinnati's official zoning map shown on the map attached hereto as Exhibit A and incorporated by reference is hereby amended to superimpose Urban Housing Overlay District #1, "Urban Core," over the existing zoning districts within the designated area.

Section 3. That the provisions of Cincinnati Municipal Code Sections 1405-07, "Development Regulations," 1407-07, "Development Regulations," 1409-09, "Development Regulations," 1410-07, "Development Regulations," 1413-07, "Development Regulations," and 1419-23, "Loft Dwelling Units," that require the establishment, provision, or maintenance of minimum lot area square footage per residential unit are hereby declared inoperable in Urban Housing Overlay District #1, "Urban Core."

S	Section 4.	That this	ordinance sh	all take effect	and be in	force from	and after the	e earliest
period al	llowed by	law.						
Passed:				, 2020				
					-	John Crar	nley, Mayor	<u>.</u>
Attest: _		Clerk						

## EXHIBIT A

**Urban Housing Overlay District** 





## MOTION

202001057

August 3, 2020

We MOVE that the Administration cease all efforts and activities involved in the widening of Ezzard Charles Drive between Cutter Street and Central Ave in the West End, including construction efforts led by third parties using city dollars.

We FURTHER MOVE that the Administration present on the proposed widening in the Major Projects Committee this September before any construction begins. This meeting will allow residents who live directly along and around Ezzard to learn the details of this project and express their concerns and ask questions.

### **STATEMENT**

The West End community had no knowledge of this impending widening of Ezzard Charles Drive until this past week, and only learned of the details after approaching surveyors who were preparing the construction work. Neither the City, nor FC Cincinnati who is leading the project, engaged neighbors and residents on the widening, despite the fact it goes through a residential area and directly in front of a school and a multi-school shared stadium in a community where the vast majority of students walk to school. With zero neighborhood engagement, this project should stop immediately and be reconsidered with alternatives before moving forward.

THE RESERVE AND PARTY AND PARTY.



Date: July 31, 2020

To:

Vice Mayor Christopher Smitherman

From:

Andrew W. Garth, Interim City Solicitor

Subject:

**Emergency Ordinance – Proportional Representation Charter Amendment** 

BWG

Transmitted herewith is an emergency ordinance captioned as follows:

**TO SUBMIT** to the electors of the City of Cincinnati an amendment to the Charter of the City to provide for the election of members of City Council by proportional representation by repealing exiting Sections 5, 5a, 7, 8, 11, and 12 of Article IX of the Charter and enacting new Sections 5, 5a, 7, 8, 11, 12, and 13.

AWG/AEP/(lnk) Attachment 316934

### **EMERGENCY**

## City of Cincinnati

AEP AWG

An Ordinance No.

- 2020

**TO SUBMIT** to the electors of the City of Cincinnati an amendment to the Charter of the City to provide for the election of members of City Council by proportional representation by repealing exiting Sections 5, 5a, 7, 8, 11, and 12 of Article IX of the Charter and enacting new Sections 5, 5a, 7, 8, 11, 12, and 13.

**BE IT ORDAINED** by the Council of the City of Cincinnati, State of Ohio, two-thirds of the members elected thereto concurring:

Section 1. That there shall be submitted to the vote of the qualified electors of the City of Cincinnati for their approval or disapproval at the general election to be held November 3, 2020, an amendment to the Charter of the City of Cincinnati, to provide for the election of members of City Council by proportional representation by repealing exiting Sections 5, 5a, 7, 8, 11, and 12 of Article IX of the Charter and enacting new Sections 5, 5a, 7, 8, 11, 12, and 13, as follows:

ARTICLE IX, "Nominations and Elections," new Sections enacted:

Section 5. Ballots used in electing members of the council and the mayor shall be without party mark or designation. Each elector shall be entitled to vote for one candidate for mayor and to vote for candidates for the council by ranking the elector's preferred candidates in accordance with the instructions printed on the ballot.

Section 5a. Except for the names of the candidates and date of the election, the ballots for election for the members of the council shall be in form substantially as follows:

Regular Municipal Election

Election for Members of the Council November \_\_\_\_\_, \_\_\_\_

### Directions to Voters

Rank your choices for Council candidates from first to ninth. Rank your first choice by making a mark in the first column following the name of your first-choice candidate. Rank as many other choices as you have up to nine; that is your second, third, fourth, fifth, sixth, seventh, eighth, and ninth choices by making a mark in the second, third, fourth, fifth, sixth, seventh, eighth, and ninth columns following the names of your second- through ninth-choice candidates.

You may rank fewer than nine candidates. Do not rank more than nine Council candidates. Do not rank the same candidate more than once and do not give the same ranking to more than one candidate.

Your vote will be counted for your first-choice candidate if it can be used to help elect that candidate. If it cannot help elect your first-choice candidate, it will be transferred to the highest of your other candidate choices whom it can help.

You cannot hurt any of those candidates you prefer by marking lower choices for others. The more choices you express, up to nine, the more likely you are to make your ballot count for one of them. But do not feel obliged to express choices for candidates you do not want to help elect.

If you spoil this ballot, return it to the election officer in charge of the ballots and get another from the election officer.

#### CANDIDATES FOR CITY COUNCIL

Candidate	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>
				_					
1	1								

Section 7. Except as otherwise provided in this charter, ballots cast for election of members of the council and mayor shall be counted and the results determined and certified by the election authorities in the manner provided by general election law for non-partisan ballots for municipalities.

Section 8. Votes shall be counted for write-in candidates for members of the council who have complied with the general election law. At least one blank space shall be left on the ballot below the printed names of the candidates. In any such space an elector may write the name of any qualified write-in candidate for member of the council, and votes cast for such person shall be counted as though for candidates whose names are printed on the ballots, provided that the ranking (first, second, third, fourth, fifth, sixth, seventh, eighth, or ninth) is also marked for the write-in candidate, and that no other candidate is given the same rank.

The valid ballots cast in the non-partisan primary election for candidates for mayor shall be counted to determine the total number of votes cast in said primary election. The two candidates receiving the highest number of votes shall be declared eligible for the regular municipal election for mayor in November and shall have their names printed on the ballot for mayor.

The valid ballots cast in the regular municipal election for mayor shall be counted to determine the total number of votes cast for mayor. The candidate or eligible person receiving the highest number of votes cast for mayor shall be declared elected mayor.

If any two or more persons receive an equal and highest number of votes, one of them shall be chosen as mayor according to the method prescribed by the general election laws of the state of Ohio for deciding tie votes.

Votes shall be counted for write-in candidates for mayor at the primary or regular municipal election who have complied with the general election law.

Section 11. The council shall have power to provide for the use of mechanical, electronic, or other devices for marking, sorting, and counting the ballots and tabulating the results and to modify the form of the ballot, the directions to voters, and the details with respect to the method of marking, sorting, counting, invalidating, transferring, and preserving ballots; provided that no change shall be made which will alter the principles of voting, counting, or tabulating of votes as provided in sections 5a, 7, 8, 11, and 12 of Article IX.

In the event that the council does provide in any election for the use of mechanical, electronic, or other devices for marking, sorting, and counting the ballots and tabulating the results, then such election shall be conducted in accordance with the laws of the State of Ohio, now or hereafter in force, relating to voting and tabulating equipment, to the extent that such laws do not conflict or interfere with the efficient and secure casting, counting, or tabulating of votes as provided in sections 5a, 7, 8, 11, and 12 of Article IX.

Section 12. Ballots cast for the election of the members of the council shall be counted and the results determined by the election authorities, according to the following rules:

- (a) So far as may be consistent with the general election laws, every ballot from which the first choice of the voter can be clearly ascertained shall be considered valid.
- (b) The election authorities shall determine which ballots are invalid. A ballot shall be set aside as invalid if it does not show clearly which candidate the voter prefers to all others, or if it contains words or marks apparently intended to identify the voter. All ballots including those found invalid by the election authorities shall be set aside and preserved until sixty days after the count is finished and thereafter, upon request of any candidate, until any controversy arising thereon shall have been terminated.
- (c) The ballots shall first be sorted and counted according to the first choices of the voters.
- (d) The election authorities shall count the valid first choice ballots cast for each candidate and shall then, in the case of each candidate, number the said first choice ballots, as they come, consecutively, (1, 2, 3, 4, etc.). Council may, by ordinance, establish the order in which the precinct packages shall be taken for this purpose. In default of such provision, the election authorities may adopt any convenient order, but the same order shall be followed as to all the candidates. All ballots received by each candidate during the entire course of the counts shall be consecutively numbered so that the last number at all times shall correspond to the total vote of the candidate.
- (e) The whole number of valid ballots cast shall be divided by a number greater by one than the number of seats to be filled. The next whole number larger than the resulting quotient is the quota that suffices to elect a member.
- (f) All candidates whose valid first choice votes equal or exceed the quota shall then be declared elected.

- (g) All first-choice votes obtained by any candidate in excess of the quota shall be termed the candidate's surplus.
- (h) Any surpluses shall then be transferred, the largest surplus first, then the next largest, and so on, according to the following rules:

In the transfer of the surplus, transferable ballots up to the number of votes in the surplus shall be transferred to the continuing candidates marked on them as the next choice, in accordance with section (m). The omission of any consecutive figure in the designation of choices shall not invalidate the ballot as to subsequent choices; the choices shall be taken in order of the figures used. A designation of the same ranking, other than as the first choice, for more than one candidate shall not invalidate the ballot as to subsequent choices; the single candidate designated with the next highest numerical ranking after the duplicated ranking shall be the next choice taken. The particular ballots to be taken for transfer as the surplus of a candidate shall be obtained according to the following rule:

Subtract the quota required for election to the council from the total first choice votes received by the candidate. The difference is the candidate's surplus. Divide the surplus into the total first choice votes of the candidate. If the result is a whole number, take that number as the basis of selection as directed below. If the result is not a whole number, take the next higher whole number as the basis; for example, if the result of the division is 3.2 the whole number 4 would be taken. Then take for transfer from all the candidate's first choice ballots those numbered with successive multiples of the number taken as the basis of selection; for example, if 4 is the number, the ballots numbered 4, 8, 12, 16, 20, etc., would be taken. If any of the ballots so taken are not transferable to another candidate who does not already have a quota, return it to the credit of the candidate whose surplus is being transferred.

If this procedure does not produce enough transferable ballots to exhaust the surplus, divide the remaining surplus into the total first choice votes of the candidate. If the result is a whole number, take that number as the new basis of selection as previously directed. If the result is not a whole number, take the next lower whole number as the new basis, and repeat the foregoing process, taking multiples of the basis number on remaining ballots until the surplus is exhausted; but whenever this number or its multiple is the number of a ballot already taken, take the next following numbered remaining ballot instead. If any of the ballots so taken are not transferred to another candidate who does not already have a quota, return it to the credit of the candidate whose surplus is being transferred. If this procedure still does not produce enough transferable ballots to exhaust the surplus, determine another basis of selection by dividing the remaining surplus into the total first choice votes of the candidate, and proceed again in the manner last provided in this paragraph, and repeat this procedure as many times as may be necessary to exhaust the surplus. The number one shall be regarded as the next number following the highest number marked on any of the candidate's first choice ballots, for the purposes of this section.

Without limiting the generality of Section 11, if the council provides for the use of mechanical, electronic or other devices as provided in Section 11, it may provide for transfer of surpluses by transferring a fraction, not exceeding one, of each

transferable ballot, the numerator of which fraction is the respective surplus of each candidate and the denominator is the total number of transferable ballots of that candidate.

- (i) "Transferable ballots" means ballots from which the next choice of the voter for some continuing candidate can be clearly ascertained.
- (j) A "continuing candidate" is a candidate as yet neither elected nor defeated.
- (k) The votes standing to the credit of each candidate shall be added and a tabulation of results made whenever a comparison of the votes of the several candidates is necessary to determine the next step in the procedure.
- (1) After the transfer of all surpluses (or after the first count if no candidate received a surplus) every candidate who has no votes to his or her credit shall be declared defeated. Then the candidate lowest on the poll as it stands shall be declared defeated and all his or her transferable ballots transferred to continuing candidates, each ballot being transferred to the credit of that continuing candidate next preferred by the voter in accordance with rule (m). The candidate then lowest shall be declared defeated and all his or her transferable ballots transferred the same way. The lowest candidates shall be declared defeated one after another and their transferable ballots transferred to continuing candidates.
- (m) Whenever in the transfer of a surplus or of the ballots of a defeated candidate the vote of any candidate becomes equal to the quota, the candidate shall immediately be declared elected and no further transfer to that candidate shall be made.
- (n) The election shall be at an end when either of the following occur:

When candidates to the number of seats to be filled have received a quota and have therefore been declared elected. All other candidates then shall be declared defeated.

When the number of continuing candidates is reduced to the number of seats still to be filled, those candidates shall be declared elected whether they have received the full quota, in such event, the ballots of the candidate last declared defeated shall be distributed among the candidates last declared elected up to the amount of their quotas according to the rules in this section 12.

- (o) If, when a candidate is to be declared defeated, two or more candidates at the bottom of the poll have the same number of votes, the tied candidate who was credited with the fewest votes at the end of the count next preceding shall be declared defeated. Any further tie shall be decided in the same manner. Except as otherwise provided, any tie shall be resolved in accordance with the general election laws of Ohio.
- (p) Any recount of the ballots shall be made by the election authorities in accordance with this section except that the reference to voting precincts may be disregarded. In any recount, every ballot shall be counted in the same way as it was counted in the original counting, unless a mistake is discovered that requires a correction. In such case, any required changes shall be made in the course taken by the ballot. These principles shall apply also to the correction of any error that may be discovered during the original counting.
- (q) To permit an independent count of the ballots, the rankings cast shall be made available upon public request.

Section 13. If any provision of Article IX is amended or held unconstitutional or in violation of state law, this shall not affect the validity, force, or effect of any other provision of Article IX.

Section 2. That the form of submission of the proposed amendment to the electors shall be substantially as follows:

CHARTER AMENDMENT					
A majority vote is necessary for passage.					
YES NO	Shall the Charter of the City of Cincinnati be amended to provide for the election of members of City Council by proportional representation, by repealing existing Sections 5, 5a, 7, 8, 11, and 12 and enacting new Sections 5, 5a, 7, 8, 11, 12, and 13?				

Section 3. That the Clerk of Council shall give notice of the proposed Charter Amendment in the manner provided by Sections 8 and 9 of Article XVIII of the Ohio Constitution and Section 731.211 (B) of the Ohio Revised Code.

Section 4. That the Clerk of Council is directed to certify and transmit to the Board of Elections of Hamilton County, Ohio, a copy of this ordinance and direct the said Board to submit the proposed Charter amendment to the electors of the City of Cincinnati as provided by law.

Section 5. That the Board of Elections of Hamilton County, Ohio, shall certify to the Council the result of the vote upon said amendment, and if said amendment is approved by a majority of the electors voting thereon, amended Sections 5, 5a, 7, 8, 11, and 12 of Article IX shall become a part of the Charter of the City of Cincinnati in place of existing Sections 5, 5a, 7,

8, 11, and 12, which shall be repealed, and new Section 13 of Article IX shall be enacted and become a part of the Charter of the City of Cincinnati.

Section 6. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate necessity to authorize the Clerk of Council to certify and transmit this ordinance to the Hamilton County Board of Elections at least sixty days prior to the November 3, 2020 general election.

Passed:	2020	
		John Cranley, Mayor
Attest:	erk	



August 5, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: Netting Beneath the Western Hills Viaduct

#### REFERENCE DOCUMENT #202000050

On January 23, 2020, the Budget and Finance Committee referred the following for a report:

MOTION, submitted by Vice Mayor Smitherman, WE MOVE that the City Administration identify the best resource(s) to pay for the installation of netting beneath the Western Hills Viaduct in order to protect automobiles and individuals from damage or injury. The cost of the netting is estimated to be \$2,000,000.

#### **REPORT**

Loose concrete is a common problem experienced by nearly all public agencies that maintain an inventory of bridges. While loose concrete can develop on newer bridges, risk and frequency tend to increase as a bridge ages and deterioration becomes more widespread. In maintaining its inventory of bridges, the Department of Transportation and Engineering (DOTE) must address various infrastructure issues every year. Part of that process involves weighing the pros and cons of the various methods for addressing those issues. Available funding is a consideration as well.

A prominent location that has experienced multiple incidents of loose concrete over the years is the Western Hills Viaduct. In 2017 DOTE evaluated installing protective netting underneath the viaduct to mitigate the possibility of falling concrete. The benefit of installing netting is the potential reduction of loose concrete dropping onto the roadway. However, there are several disadvantages; those are listed below:

- The netting would reduce vertical clearances, especially when debris falls into the netting causing it to sag.
- The netting would impede visibility during annual routine bridge inspections.
- The netting would have to be temporarily removed and reinstalled every two years in order to perform federally mandated Fracture Critical (FC) inspections.
  - The temporary removal of the netting for these inspections would result in additional closures of the bottom deck.
  - The temporary removal of the netting would increase the cost of these inspections.
  - Repeated removal and reinstallation of the netting may compromise its performance.

1

 The netting would be attached to the existing concrete. The attachments could compromise and loosen new areas of concrete, thus creating new areas of concern.

DOTE evaluated the effectiveness and practicality of installing netting across the viaduct. Given the disadvantages listed above, installing netting above the entire length of the lower deck is not the best solution. Rather, a better approach is to identify specific areas along the viaduct that are most susceptible to concrete coming loose and which pose the most significant risk to the traveling public.

To identify these areas, DOTE used the following criteria:

- Susceptibility of the area to accelerated deterioration
- Difficulty of routine inspection of the area to determine suspect concrete
- Difficulty of access to the area for chipping
- Location of the area, i.e., the area is relatively high above traffic and poses greater risk of damage or injury
- Incidents of falling concrete causing vehicular damage
- Feasibility of the installation of netting at the location

DOTE has identified five specific areas which meet all or some of the criteria listed above. The locations and the associated cost to install netting at each is listed below from the highest benefit to the lowest benefit.

Area	Esti	mated Amount
#1 - Above the Intersection of Spring Grove Ave and Lower Deck	\$	65,000
#2 - Arch above Spring Gove Ave	\$	120,000
#3 - Above Lower Deck near I-75 ramps	\$	60,000
#4 - Above Lower Deck west of Spring Grove Ave	\$	60,000
#5 - Above Lower Deck along midsection of Viaduct	\$	320,000
Total	\$	625,000

## **Next Steps**

Location #1 would benefit the most from netting, as it is the only location which meets all the criteria above. DOTE will install netting at this location as soon as possible using existing bridge maintenance funds.

Regarding the other four locations: DOTE has adopted a maintenance policy for the Western Hills Viaduct that includes regular inspections and concentrated chipping to proactively remove deteriorated and/or loose areas of concrete. DOTE currently performs a visual inspection of the entire viaduct once per year, as well as a close-up inspection of critical components of the bridge (also known as a "fracture critical" inspection) every two years as mandated by federal law. DOTE uses the information from these inspections to schedule the removal of deteriorated concrete. This takes place at least twice per year. The frequency and scope of chipping work has increased in recent years in order to better manage the worsening condition of the viaduct.

DOTE will continue to monitor the status of the bridge and the rate of deterioration to determine if there are any necessary changes to the maintenance policy for the Western Hills Viaduct.

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



Date: 8/5/20

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: SPECIAL EVENT PERMIT APPLICATION: (Hyde Park Art Show)

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

The particulars of the requested event are as indicated:

EVENT NAME/TITLE: Hyde Park Square Art Show

EVENT SPONSOR/PRODUCER: Hyde Park Business Association

CONTACT PERSON: Janet Smith LOCATION: 2700 Erie Av.

DATE(S) AND TIME(S): 10/04/20 10:00 AM to 5:00PM EVENT DESCRIPTION: An artshow with over 200 artists

ANTICIPATED ATTENDANCE: 3,000

ALCOHOL SALES: ☐ YES. ☐ NO.

TEMPORARY LIQUOR PERMIT HOLDER IS: (identify, if "YES" is checked above)

cc: Colonel Eliot K. Isaac, Police Chief



August 5, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: Marijuana-Only Warnings/Citations/Arrests Monthly Report, June 2020

## REFERENCE DOCUMENT #201901197

On August 7, 2019 the following item was referred for a report:

MOTION, submitted Vice Mayor Smitherman and Councilmembers Landsman and Sittenfeld and Pastor WE MOVE that the administration provide a monthly report to the Law and Public Safety Committee on the number of marijuana-only warnings/citations/arrests the Cincinnati Police Department has made by age, race, and neighborhood under City and state law. The report should include only warnings/citations/arrests for individuals with 100 grams or less of marijuana. The date to begin tracking the Marijuana violations is July 12, 2019 when the new marijuana city ordinance became law. (Statement Attached) (BALANCE OF MOTION ON FILE IN CLERK'S OFFICE)

## Response

Attached is a report which breaks down the number of 910-23 warning violations issued by Cincinnati Police Officers during the month of June 2020. A total of 21 warnings were issued within the five districts and Central Business Section respectively. The race and age range of those receiving warnings is also broken down.

Attachment- 910-23 Warnings June 2020

CC: Colonel Eliot K. Isaac, Police Chief

June 2020, CMC 910-23; Marijuana Ordinance Violations										
	AGE BREAKDOWN				1	RACE BREAKDOWN				
	Α	В	С	D		Г	В	w	О	
<u>District</u>	<u>18-25</u>	<u>26-35</u>	<u>36-45</u>	<u>46+</u>	Totals per District:	Ī	<u>Black</u>	White	<u>Other</u>	Totals by Race:
CBS					0					0
Dst. 1	1	1			2	Г	1	1		2
Dst. 2	1				1	Г		1		1
Dst. 3		3		1	4		3	1		4
Dst. 4	2	2	2	2	8		7	1		8
Dst. 5	2	3	1		6		6			6
All	6	9	3	3	21		17	4	0	21



Date: August 5, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: ORDINANCE – GRANT OF ENCROACHMENT EASEMENTS – WESTSIDE BREWING

Attached is an ordinance captioned as follows:

AUTHORIZING the City Manager to execute a *Grant of Encroachment Easements* in favor of K-S Realty Holdings, LLC pursuant to which the City of Cincinnati will grant encroachment easements for two out-swinging doors and steps located at 3044 Harrison Avenue that encroach upon portions of the Harrison Avenue and Ruehlman Place public rights-of-way in the Westwood neighborhood of Cincinnati.

K-S Realty Holdings ("Grantee") owns the building located at 3044 Harrison Avenue and has requested encroachment easements for two out-swinging doors and steps that encroach upon portions of the Harrison Avenue and Ruehlman Place public rights-of-way.

The City has determined that granting the easements to Grantee is not adverse to the City's retained interest in the public right-of-way.

The fair market value of the easements is approximately \$100 which Grantee has deposited with the City Treasurer.

The City Planning Commission approved the easements at its meeting on July 17, 2020.

The Administration recommends passage of the attached ordinance.

Attachment I – Grant of Encroachment Easements

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

**AUTHORIZING** the City Manager to execute a *Grant of Encroachment Easements* in favor of K-S Realty Holdings, LLC pursuant to which the City of Cincinnati will grant encroachment easements for two out-swinging doors and steps located at 3044 Harrison Avenue that encroach upon portions of the Harrison Avenue and Ruehlman Place public rights-of-way in the Westwood neighborhood of Cincinnati.

WHEREAS, K-S Realty Holdings, LLC ("Grantee") owns the building located at 3044 Harrison Avenue in Cincinnati; and

WHEREAS, the City of Cincinnati owns the adjoining Harrison Avenue and Ruehlman Place public rights-of-way, which are under the management of the City's Department of Transportation and Engineering ("DOTE"); and

WHEREAS, Grantee has requested encroachment easements from the City, as depicted and described in the *Grant of Encroachment Easements* attached to this ordinance as Attachment A, for two out-swinging doors and steps that encroach upon portions of the Harrison Avenue and Ruehlman Place public rights-of-way; and

WHEREAS, the City Manager, in consultation with DOTE, has determined that granting the easements to Grantee is not adverse to the City's retained interest in the public right-of-way; and

WHEREAS, pursuant to Section 331-5 of the Cincinnati Municipal Code, Council may authorize the encumbrance of City-owned property without competitive bidding in those cases in which it determines that it is in the best interest of the City; and

WHEREAS, the City's Real Estate Services Division has determined by appraisal that the fair market value of the easements is approximately \$100 which Grantee has deposited with the City Treasurer; and

WHEREAS, City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the easements at its meeting on July 17, 2020; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a *Grant of Encroachment Easements* in favor of K-S Realty Holdings, LLC ("Grantee"), owner of the

building located at 3044 Harrison Avenue in Cincinnati, in substantially the form attached to this ordinance as Attachment A, pursuant to which the City of Cincinnati will grant to Grantee three encroachment easements over portions of the Harrison Avenue and Ruehlman Place, public rights-of-way, for two out-swinging doors and steps that encroach upon the public rights-of-way.

Section 2. That granting the easements to Grantee is not adverse to the City's retained interest in the Harrison Avenue and Ruehlman Place public rights-of-way.

Section 3. That it is in the best interest of the City to grant the easements without competitive bidding because, as a practical matter, no one other than Grantee would have any use for the easements.

Section 4. That the fair market value of the easements, as determined by appraisal by the City's Real Estate Services Division, is approximately \$100, which Grantee has deposited with the City Treasurer.

Section 5. That the proceeds from the grant of easements shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City's Real Estate Services Division in connection with the easements, and that the City's Finance Director is hereby authorized to deposit amounts in excess thereof, if any, into Miscellaneous Permanent Improvement Fund 757.

Section 6. That the City's Finance Director is authorized to transfer and appropriate such excess funds from Miscellaneous Permanent Improvement Fund 757 into Capital Improvement Program Project Account No. 980x233x202306, "Street Improvements."

Section 7. That the City Manager and other City officials are authorized to take all necessary and proper actions to carry out the provisions of this ordinance and to fulfill the terms

of the *Grant of Encroachment Easements*, including, without limitation, executing any and all ancillary agreements, plats, and other real estate documents.

Section 8. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed:		, 2020	
			John Cranley, Mayor
Attest:	Clerk		

# Attachment A

Grant of Encroachment Easements

GRANT OF ENCROACHMENT EASEMENTS
(door swing and step encroachments upon Harrison Avenue and Ruehlman Place at 3044 Harrison Avenue)
This Grant of Encroachment Easements is made this day of, 2020 by the CITY OF CINCINNATI, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "City"), in favor of K-S REALTY HOLDINGS, LLC, an Ohio limited liability company, the tax-mailing address of which is 3636 Muddy Creek Drive, Cincinnati, OH 45238 ("Grantee").
Recitals:
A. By virtue of a Deed recorded in Official Record 8887, Page 2022 Hamilton County, Ohio Recorder's Registered Land Records, Grantee owns the real property located at 3044 Harrison Avenue, Cincinnati, Ohio, generally located at the northeast corner of the intersection of Harrison Avenue and Ruehlman Place in the Westwood neighborhood of Cincinnati, as more particularly described on Exhibit A – (Legal Description – Benefitted Property) hereto (the "Benefitted Property").
B. The City owns the adjoining Harrison Avenue and Ruehlman Place public rights-of-way, which are under the management and control of the City's Department of Transportation and Engineering ("DOTE").
C. Grantee has requested three (3) encroachment easements from the City for improvements that encroach upon portions of the Harrison Avenue and Ruehlman Place rights-of-way (namely, two door swing encroachments and an encroachment for steps; collectively, the "Improvements" and each an 'Improvement', as applicable).
D. The City Manager, in consultation with DOTE, has determined that the easements will not have an adverse effect on the City's retained interest in the public right-of-way.
E. The City's Real Estate Services Division has determined that the fair market value of the easements, as determined by appraisal, is \$100, which has been deposited with the Real Estate Services Division.
F. City Planning Commission, having the authority to approve the change in the use of Cityowned property, approved the easements at its meeting on July 17, 2020.
G. Cincinnati City Council approved the easements by Ordinance No2020, passed on, 2020.
NOW THEREFORE, the parties do hereby agree as follows:
(00317312-1) 1

- Grant of Encroachment Easements. The City does hereby grant to Grantee, on the terms and conditions set forth herein, as an appurtenance to and for the benefit of the Benefitted Property, the following three non-exclusive easements for the maintenance of the Improvements: (i) two encroachment easements for doors and their associated swing radii that encroach into the Ruehlman Place right-of-way. as depicted on Exhibit B (Site Survey) and described on Exhibit C (Legal Description - Door Swing Easements) hereto (the "Door Swing Easements"), and (ii) an encroachment easement for steps upon the Harrison Avenue right-of-way, as depicted on Exhibit B and described on Exhibit D (Legal Description - Step Easement) hereto (the "Step Easement," and together with the Door Swing Easements, the "Encroachment Easements," and each an "Encroachment Easement," as applicable). Grantee shall not make any modifications to the Improvements without the City's prior written consent. Notwithstanding anything herein to the contrary, the Encroachment Easements shall automatically terminate upon (x) the complete demolition of the building; (y) any permanent alteration of the building that entails the elimination of an Improvement within an easement area such that the respective Encroachment Easement would be rendered unnecessary; or (z) upon written notice from the City if the City determines that it needs the easement areas or any portions thereof for a municipal purpose or upon DOTE's determination that the Improvements are creating a public safety issue.
- 2. <u>Maintenance and Repairs</u>. Grantee, at no cost to the City, shall at all times maintain the Improvements in a continuous state of good and safe condition and repair. Grantee acknowledges that there may be existing easements, utility lines and related facilities in the vicinity of the easement areas ("Third Party Utility Lines"). In connection with Grantee's activities within the easement areas, Grantee shall not interfere with the access of any relevant utility company to maintain and repair the Third Party Utilities Lines, and shall, at Grantee's expense, promptly repair any and all damage to the Third Party Utility Lines caused by Grantee, its agents, employees or contractors. Any relocation of Third Party Utility Lines necessitated by Grantee's activities shall be handled entirely at Grantee's expense. All work undertaken by Grantee hereunder shall be in compliance with all applicable codes, laws, and other governmental standards, policies, guidelines and requirements.
- 3. <u>Insurance; Indemnification</u>. At all times during which Grantee is undertaking construction activities within the easement areas, and in addition to whatever other insurance and bond requirements as the City may from time to time require, Grantee shall maintain a policy of Commercial General Liability insurance, with an insurance company reasonably acceptable to the City and naming the City as an additional insured, in an amount not less than \$1,000,000 per occurrence, combined single limit/\$1,000,000 aggregate, or in such greater amount as the City may from time to time require. Grantee shall furnish to the City a certificate of insurance evidencing such insurance upon the City's request and, in any event, prior to undertaking any construction activities within the easement areas. Grantee hereby waives all claims and rights of recovery against the City, and on behalf of Grantee's insurers, rights of subrogation, in connection with any damage to the Improvements, no matter how caused. Grantee shall defend (with counsel reasonably acceptable to the City), indemnify, and hold the City harmless from and against any and all claims, actions, losses, costs (including without limitation reasonable attorneys fees), liability and damages suffered or incurred by, or asserted against, the City in connection with the construction, maintenance, repair or other matters associated with the Improvements.
- 4. <u>Covenants Running with the Land</u>. The provisions hereof shall run with the land and shall inure to the benefit of the City and be binding upon Grantee and its successors-in-interest with respect to the Benefitted Property.
- 5. <u>Coordinated Report Conditions (CR #41-2019)</u>. The following additional conditions shall apply:

  (a) DOTE:

{00317312-1}

- (i) Petitioner is required to coordinate work, including schedule and grades, with DOTE's Project Manager for the City's streetscape project being constructed in 2020 on Harrison Avenue.
- (ii) The two doors on Ruehlman Place are to be glass, or mostly glass, to allow user visibility.
- (iii) Petitioner is required to apply for a Revocable Street Privilege for planters on either side of both doors on Ruehlman Place.
- (iv) A DOTE street opening permit, obtained by a DOTE licensed street contractor, is required for all private improvements in the public right-of-way. All improvements in the public right-of-way must be built to City standards, policies and guidelines.
- (b) Cincinnati Bell Telephone: Cincinnati Bell has underground telecommunication facilities at this location. The existing facilities must remain in place, in service, and be able to be accessed. Any damage done to the facilities or any work done to relocate the facilities as a result of the Encroachment Easements will be handled entirely at the property owner's expense.
- 6. <u>Exhibits</u>. The following exhibits are attached hereto and made a part hereof:

Exhibit A - Legal Description - Benefitted Property

Exhibit B – Site Survey

Exhibit C – Legal Description – Door Swing Easements

Exhibit D - Legal Description - Step Easement

[Signature Page Follows]

Executed on the date of acknowledgement indicated below.

CITY OF CINCINNATI
By: Paula Boggs-Muething, Interim City Manager
STATE OF OHIO )
) ss: COUNTY OF HAMILTON )
The foregoing instrument was acknowledged before me this day of, 2020 by Paula Boggs-Muething, Interim City Manager of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.
Notary Public My commission expires:
Approved by:
John S. Brazina, Director Department of Transportation and Engineering
Approved as to Form by:
Assistant City Solicitor
Acknowledged and Accepted:
K-S REALTY HOLDINGS, LLC, an Ohio limited liability company
Ву:
Printed name:
Title:
Date:, 2020
This instrument prepared by: City of Cincinnati Law Department 801 Plum Street, Suite 214 Cincinnati, OH 45202
{00317312-1} 4

#### **EXHIBIT A**

#### to Grant of Encroachment Easements

#### LEGAL DESCRIPTION - BENEFITTED PROPERTY

**Property Address**: 3044 Harrison Avenue, Cincinnati, Ohio 45211

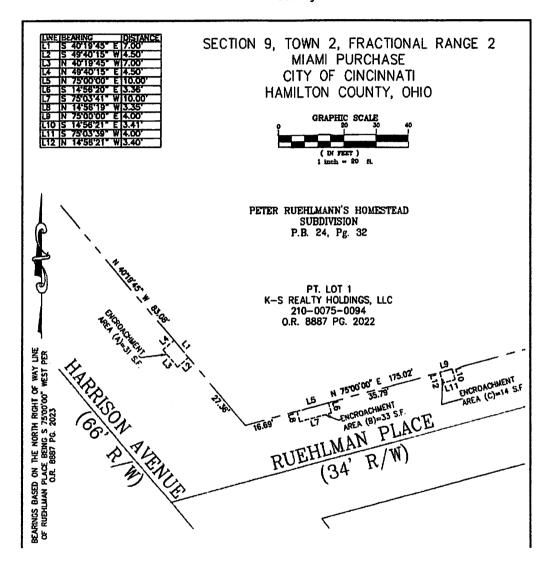
Auditor's Parcel No.: 210-0075-0094-00

Situate, lying and being in Section 9. Town 2. Practional Range 2 of the Miami Purchase in Cincinnati. Hamilton County, Ohio and being part of Lot Number One (1) of Peter Ruehlman's Homestead Subdivision as the same is recorded in Plat Book 24, page 32 of the Hamilton County. Ohio Records, and being more particularly described as follows: Beginning at the southwesterly corner of Lot Number One (1) of Peter Ruehlman's Homestead Subdivision, said beginning point also being the northeasterly corner of Harrison Avenue and ruehlman Place; thence measure north 75 deg. east 111.27 feet to an old stake; thence north 14 dug. 30' west 96.62 feet to a point; thence south 81 deg. 50' west 39.05 feet to a point; thence south 64 deg. 35' west 108.70 feet to a point in the easterly line of Harrison Avenue; thence in a southeasterly direction along the easterly line of Harrison Avenue 83.05 feet to the point and place of beginning.

## **EXHIBIT B**

## to Grant of Encroachment Easements

Site Survey



#### **EXHIBIT C**

#### to Grant of Encroachment Easements

## Legal Description - Door Swing Easements

#### **ENCROACHMENT AREA (B)**

Being in section 9, Township 2, Fractional Range 2 of the Miami Purchase, City of Cincinnati, County of Hamilton, State of Ohio and being adjacent to the tract of land conveyed to K-S Realty Holdings, LLC in O.R. 8887, Page 2022 of Hamilton County, Ohio, and more particularly described as follows:

COMMENCING at the intersection of north right of way of Ruehlman Place and east right of way of Harrison Avenue:

Thence along the north right of way of Ruehlman Place, North 75°00'00" East a distance of 16.69 feet to the POINT OF BEGINNING:

Thence along said right of way line, North 75°00'00" East a distance of 10.00 to a point;

Thence through said right of way for the following 3 courses:

- 1. South 14°56'20" East a distance of 3.36 feet;
- 2. South 75°03'41" West a distance of 10.00 feet:
- 3. North 14°56'19" West a distance of 3.35 feet to the POINT OF BEGINNING.

Containing 33 Square feet, more or less.

Bearings are based on the North right of way line of Ruehlman Place being South 75°00'00" West per O.R. 8887 Pg. 2022.

#### **ENCROACHMENT AREA (C)**

Being in section 9, Township 2, Fractional Range 2 of the Miami Purchase, City of Cincinnati, County of Hamilton, State of Ohio and being adjacent to the tract of land conveyed to K-S Realty Holdings, LLC in O.R. 8887, Page 2022 of Hamilton County, Ohio, and more particularly described as follows:

COMMENCING at the intersection of north right of way of Ruehlman Place and east right of way of Harrison Avenue;

Thence along the north right of way of Ruehlman Place, North 75°00'00" East a distance of 62.49 feet to the POINT OF BEGINNING:

Thence along said right of way line, North 75°00'00" East a distance of 4.00 to a point;

Thence through said right of way for the following 3 courses:

- 1. South 14°56'21" East a distance of 3.41 feet;
- 2. South 75"03'39" West a distance of 4.00 feet;
- 3. North 14°56′21" West a distance of 3.40 feet to the POINT OF BEGINNING.

Containing 14 square feet, more or less.

Bearings are based on the North right of way line of Ruehlman Place being South 75°CD'OO" West per O.R. 8887 Pg. 2022.

{00317312-1} 7

## **EXHIBIT D**

## to Grant of Encroachment Easements

## Legal Description - Step Easement

#### **ENCROACHMENT AREA (A)**

Being In section 9, Township 2, Fractional Range 2 of the Miami Purchase, City of Cincinnati, County of Hamilton, State of Ohio and being adjacent to the tract of land conveyed to K-S Realty Holdings, LLC in O.R. 8887, Page 2022 of Hamilton County, Ohio, and more particularly described as follows:

COMMENCING at the intersection of north right of way of Ruehlman Place and east right of way of Harrison Avenue;

Thence along the east right of way of Harrison Avenue, North 40°19'45" West a distance of 27.36 feet to the POINT OF BEGINNING;

Thence through said right of way for the following 3 courses:

- 1. South 49°40'15" West a distance of 4.50 feet;
- 2. North 40°19'45" West a distance of 7.00 feet;
- 3. North 49°40′15″ East a distance of 4.50 feet to the aforesaid east right of way line of Harrison Avenue;

Thence with said right of way line, South 40°19'45" East a distance of 7.00 to the POINT OF BEGINNING.

Containing 31 square feet, more or less.

Bearings are based on the North right of way line of Ruehlman Place being South 75°00'00" West per O.R. 8887 Pg. 2022.

{00317312-1}



Date: August 5, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: ORDINANCE – GRANT OF EASEMENT IN FAVOR OF DUKE ENERGY –

2284 MONTANA AVENUE

Attached is an ordinance captioned as follows:

AUTHORIZING the City Manager to execute a *Grant of Easement* in favor of Duke Energy Ohio, Inc., granting a utility easement over a portion of Cityowned property generally located at 2284 Montana Avenue in the Westwood neighborhood of Cincinnati.

Duke Energy ("Grantee") is upgrading electric facilities along Montana Avenue, including the relocation of electric poles and has requested an easement over property owned by the City of Cincinnati generally located at 2284 Montana Avenue.

The City has determined that granting this easement is not adverse to the City's retained interest in the property.

The fair market value of the easement is \$100, which the Grantee has deposited with the City Treasurer.

The City Planning Commission approved the grant of the easement at its meeting on July 17, 2020.

The Administration recommends passage of the attached ordinance.

Attachment I – Grant of Easement

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

**AUTHORIZING** the City Manager to execute a *Grant of Easement* in favor of Duke Energy Ohio, Inc., granting a utility easement over a portion of City-owned property generally located at 2284 Montana Avenue in the Westwood neighborhood of Cincinnati.

WHEREAS, the City of Cincinnati owns certain real property located adjacent to Montana Avenue and generally located at 2284 Montana Avenue in Cincinnati (the "Property"), which are under the management of the Department of Transportation and Engineering ("DOTE"); and

WHEREAS, Duke Energy Ohio, Inc. ("Grantee") is upgrading electric facilities along Montana Avenue, including the relocation of electric poles and has requested an easement over the Property, as more particularly depicted in the *Grant of Easement* as attachment "A" hereto, for the installation of anchors with guy wires used for supporting electrical facilities and associated appurtenances and structures associated with the provision and transmission of electric or telecommunication services; and

WHEREAS, the City Manager, in consultation with DOTE, has determined that the grant of the easement to Grantee is not adverse to the City's retained interest in the Property; and

WHEREAS, pursuant to Section 331-5, Cincinnati Municipal Code, Council may authorize the encumbrance of City-owned property without competitive bidding in those cases in which it determines that it is in the best interest of the City; and

WHEREAS, the fair market value of the easement, as determined by appraisal by the City's Real Estate Services Division, is \$100, which Grantee has deposited with the City Treasurer; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the grant of the easement at its meeting on July 17, 2020; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a *Grant of Easement* in favor of Duke Energy Ohio, Inc. ("Grantee"), pursuant to which the City will

grant to Grantee a utility easement over a portion of City-owned property located at 2284 Montana Avenue in Cincinnati (the "Property"), in substantially the form attached hereto as Attachment A, for the construction, installation, maintenance and repair of anchors with guy wires used for supporting electrical facilities and associated appurtenances and structures associated with the provision and transmission of electric or telecommunication services.

Section 2. That the grant of the easements to Grantee is not adverse to the City's retained interests in the Property.

Section 3. That it is in the best interest of the City to grant the easements without competitive bidding because, as a practical matter, no one other than Grantee would have any use for the easements.

Section 4. That the fair market value of the easements, as determined by appraisal by the City's Real Estate Services Division, is \$100, which Grantee has deposited with the City Treasurer.

Section 5. That the proceeds from the grant of the easements shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City's Real Estate Services Division in connection with the grant of the easement, and that the City's Finance Director is hereby authorized to deposit amounts in excess thereof, if any, into Miscellaneous Permanent Improvement Fund 757.

Section 6. That the proper City officials are hereby authorized to take all necessary and proper actions to carry out the terms of this ordinance, including execution of all necessary real estate documents.

earliest period allowed	by law.		
Passed:		, 2020	
			John Cranley, Mayor
	Clerk		

Section 7. That this ordinance shall take effect and be in force from and after the

# Attachment A

Grant of Easement

## GRANT OF ANCHOR EASEMENT

Pt. Parcel # 225-0003-0018-90

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, CITY OF CINCINNATI, an Ohio municipal corporation (hereinafter referred to as "Grantor"), hereby grant(s) unto DUKE ENERGY OHIO, INC., an Ohio corporation, with a mailing address of 139 East Fourth Street, Cincinnati, OH 45202 and its successors and assigns (hereinafter referred to as "Grantee"), a perpetual, non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify and remove anchors with guys attached upon the land of Grantor hereinafter described, for supporting structures or other appurtenances used by Grantee in connection with the operation of an electric and/or telecommunication line or lines upon the following described real estate:

Situate in Section 33, City of Cincinnati, Millcreek Township, Hamilton County, State of Ohio; being part of a tract of land, as conveyed to CITY OF CINCINNATI from Emil Feller and Carrie Feller by Deed dated February 15, 1934 and recorded in Deed Book 1653, Page 452 in the Office of the Recorder of Hamilton County, Ohio (hereinafter referred to as "Grantor's Property").

Said anchor easement shall be a strip of land five feet (5') in uniform width, lying two and one-half feet (2.5') wide on both sides of a centerline, which centerline shall be established by the center of the Facilities as constructed and as generally shown on Exhibit "A", attached hereto and becoming a part hereof (hereinafter referred to as "the Easement Area").

This easement grant shall include, but not be limited to, the following respective rights and duties of Grantor and Grantee:

1. Grantee shall have the right to cut down, clear, trim and remove any trees, overhanging branches or other obstructions, which may endanger the safety of or interfere with the construction, operation or maintenance of said facilities, and the right of ingress and egress for the purpose of exercising the rights herein granted.

- 2. Excluding the removal of vegetation and obstructions as provided herein, any physical damage to the surface area of the Easement Area and the adjoining land of Grantor's Property resulting from the exercise of the rights granted herein to Grantee, shall be promptly paid by Grantee, or repaired or restored by Grantee to a condition which is reasonably close to the condition it was in prior to the damage, all to the extent such damage is caused by Grantee or its contractors or employees. In the event that Grantee does not, in the opinion of Grantor, satisfactorily repair any damage, Grantor must, within ninety (90) days after such damage occurs, file a claim for such damage with Grantee at (a) 139 East Fourth Street, Cincinnati, OH 45202, Attn: Right of Way Services or (b) by contacting an authorized Right of Way Services representative of Grantee.
- Grantor has full power to convey said easement and warrants and will defend the same against all claims of all persons.
- 4. The respective rights and duties herein of Grantor and Grantee shall inure to the benefit of, and shall be binding upon the respective successors, assigns, heirs, personal representatives, lessees, licensees, and/or tenants of Grantor and Grantee. Easement, Grantor and Grantee, as used herein, shall be deemed to be plural, when required to be so. The exercise of any or all of the rights and privileges of Grantee set forth herein, shall be at the sole discretion of Grantee.

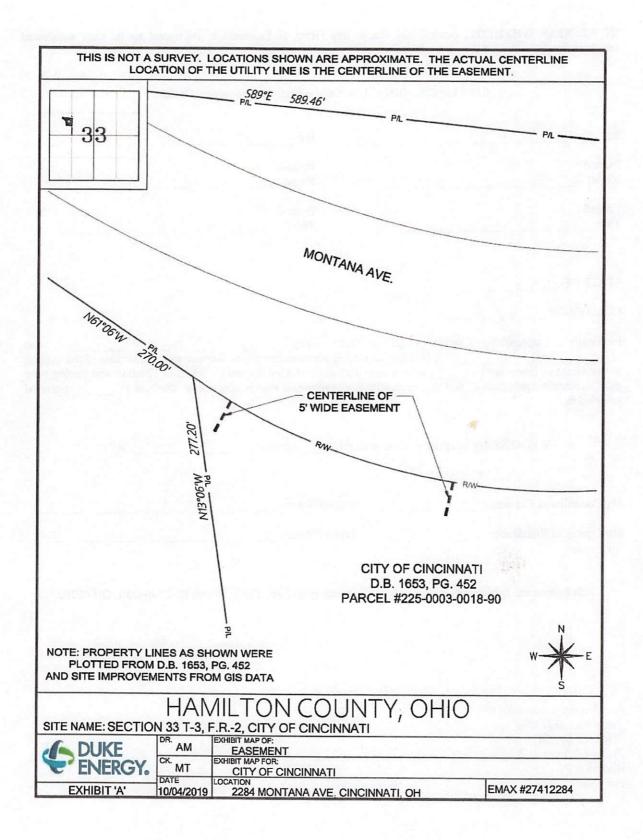
Signature page follows.

IN WITNESS WHEREOF, Grantor has caus representative(s), effective the day of	sed this Grant of Easement to be signed by its duly authorized, 2019.
CITY OF CINCINNAT	I, an Ohio municipal corporation, Grantor
Ву:	Ву:
Printed Name:	Printed Name:
Printed Title:	Printed
STATE OF	
Personally appeared before me of this Grant of Easement by to be a volume.	this day and horized representative(s) of Grantor and acknowledged the signing untary act and deed for and on behalf of Grantor, and having been ations contained therein are true to the best of personal
WITNESS my hand and notarial se	eal, this, 2019.
My Commission Expires:	Signed Name:
My County of Residence:	Printed Name:

This Instrument Prepared by Janice L. Walker, Attorney-at-Law, 139 E. Fourth St. Cincinnati, OH 45202.

For Grantee's Internal Use: Emax No.: 27412284 Prepared By: DP Prepared Date: 9/18/2019 Reviewed By:

Pole No.: L11-13





August 5, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: Emergency Ordinance – Establishing Fund 717 Metropolitan Sewer

District Retainage and Escrow Account

Attached is an Emergency Ordinance captioned:

**ESTABLISHING** new Fund No. 717, "Metropolitan Sewer District Retainage and Escrow Account," for the purpose of depositing and disbursing funds to vendors to cover retainage for capital improvement projects.

This Emergency Ordinance would establish new Fund 717 "Metropolitan Sewer District Retainage and Escrow Account" for the purpose of depositing and disbursing funds to vendors to cover retainage for capital improvement projects.

In accordance with Ohio Revised Code 153.63, any money which is due from the public owner referred to in section 153.12 of the Revised Code under a contract entered into under this chapter or entered into under other appliable sections of the Revised Code for the construction, reconstruction, improvement, enlargement, alteration, repair, painting, or decoration of a public improvement shall, on the day it is due, be paid to the contractor or deposited in an escrow account, whichever is applicable, with one or more banks or building and loan associations in the state selected by mutual agreement between the contractor and the public owner.

This fund is necessary for retainage deposits and disbursements to U.S. Bank.

The reason for the emergency is the immediate need to establish the new fund at the earliest possible time to comply with state law.

The Administration recommends passage of this Emergency Ordinance.

cc: Christopher A. Bigham, Assistant City Manager Karen Alder, Finance Director

Attachment

## **EMERGENCY**

**AEP** 

- 2020

**ESTABLISHING** new Fund No. 717, "Metropolitan Sewer District Retainage and Escrow Account," for the purpose of depositing and disbursing funds to vendors to cover retainage for capital improvement projects.

WHEREAS, Ohio Revised Code § 153.63 requires public owners to deposit money due under contracts for public improvements into an escrow account with a financial institution selected by mutual agreement between the public owner and contractor; and

WHEREAS, the City will withhold retainage due to contractors for Metropolitan Sewer District public improvement projects in accordance with Ohio Revised Code § 153.63; and

WHEREAS, to hold the retainage on Metropolitan Sewer District projects, the City will establish a new escrow fund with U.S. Bank, consistent with the requirement that the account be maintained in a federally insured bank, savings and loan association, credit union, or savings bank that is authorized to transact business in the State of Ohio; now, therefore,

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

Section 1. That new Fund No. 717, "Metropolitan Sewer District Retainage and Escrow Account," is hereby established for the purpose of depositing and disbursing funds to vendors to cover retainage for capital improvement projects.

Section 2. That the Director of Finance is hereby authorized to deposit said funds into the newly created Fund No. 717, "Metropolitan Sewer District Retainage and Escrow Account."

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of public peace, health, safety, and general welfare and shall, subject to the terms of

Attest:	John Cranley, Mayor
Passed:	
	e earliest possible time to comply with state law.
Article II, Section 6 of the Charter, be effective	e immediately. The reason for the emergency is the



August 5, 2020

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

From: Paula Boggs Muething, Interim City Manager

Subject: Ordinance - Ormond Avenue Crosswalk Donation

Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to accept, with gratitude, and appropriate donations in the amount of \$5,000 from the Clifton Town Meeting and \$5,000 from the Clifton Business & Professional Association to existing capital improvement program project account no. 980x232x202367, "Ormond & Ludlow Crosswalk," for the purpose of providing resources for the installation of a new marked crosswalk and ADA accessible ramps at Ludlow Avenue and Ormond Avenue.

Approval of this Ordinance will authorize the City Manager to accept and appropriate a donation in the amount of \$5,000 from the Clifton Town Meeting and another donation in the amount of \$5,000 from the Clifton Business & Professional Association. These donated resources will be used for the installation of a marked crosswalk at Ludlow Avenue and Ormond Avenue.

This donation requires local matching resources, which were appropriated via the approval of Ordinance No. 0412-2019 on October 30, 2019, which authorized the City Manager to transfer and appropriate resources for a new crosswalk at this location. There are no new FTE associated with this donation.

The installation of a marked crosswalk and ADA accessible ramps is in accordance with the "Connect" goal to "develop an efficient multi-modal transportation system that supports neighborhood livability," as well as the strategies to "expand options for non-automotive travel," and to "plan, design, and implement a safe and sustainable transportation system," as described on pages 127-138 of Plan Cincinnati.

The Administration recommends passage of this Ordinance.

cc: Christopher A. Bigham, Assistant City Manager Karen Alder, Finance Director

Attachment



**AUTHORIZING** the City Manager to accept, with gratitude, and appropriate donations in the amount of \$5,000 from the Clifton Town Meeting and \$5,000 from the Clifton Business & Professional Association to existing capital improvement program project account no. 980x232x202367, "Ormond & Ludlow Crosswalk," for the purpose of providing resources for the installation of a new marked crosswalk and ADA accessible ramps at Ludlow Avenue and Ormond Avenue.

WHEREAS, on October 30, 2019, City Council passed Ordinance No. 0412-2019, which authorized the City Manager to transfer and appropriate resources for a new crosswalk at the intersection of Ormond Avenue and Ludlow Avenue in the Clifton neighborhood; and

WHEREAS, the Ormond and Ludlow Crosswalk serves a public purpose because it fosters local improvements and investment and increases neighborhood vitality; and

WHEREAS, the Clifton Town Meeting is an official community council whose goal is to preserve and develop the community of Clifton; and

WHEREAS, the Clifton Business & Professional Association works to promote growth and to provide a voice for merchants and professionals who conduct their business within the Clifton Business District and to improve and enhance the Clifton community and neighborhood through greater cooperation among businesses, organizations, and individuals; and

WHEREAS, the Clifton Town Meeting and the Clifton Business & Professional Association have agreed to share in the additional costs required to complete this project; and

WHEREAS, local matching resources associated with this project were previously appropriated via Ordinance No. 0412-2019, and no new FTEs are associated with this donation; and

WHEREAS, the installation of a marked crosswalk and ADA accessible ramps is in accordance with the "Connect" goal to "develop an efficient multi-modal transportation system that supports neighborhood livability" as well as the strategies to "expand options for non-automotive travel," and to "plan, design, and implement a safe and sustainable transportation system" as described on pages 127-138 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to accept, with gratitude, and appropriate a donation in the amount of \$5,000 from the Clifton Town Meeting and to accept, with

gratitude, and appropriate a donation in the amount of \$5,000 from the Clifton Business & Professional Association to existing capital improvement program project account no. 980x232x202367, "Ormond & Ludlow Crosswalk," for the purpose of providing resources for the installation of a new marked crosswalk and ADA accessible ramps at Ludlow Avenue and Ormond Avenue.

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

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

Passed:	, 2020	
		John Cranley, Mayor
Attest:		
Clark		

# City of Cincinnati



August 5, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: Ordinance: MODIFYING the salary range schedule for the classification

of Public Employees Assistance Program Coordinator

Attached is an ordinance captioned:

MODIFYING the salary range schedule for the classification of Public Employees Assistance Program Coordinator by amending existing Section 219 of Division 0, Chapter 307 of the Cincinnati Municipal Code, in order to establish a new salary range schedule for Public Employees Assistance Program Coordinator

The Human Resources Director has approved the request for this ordinance to modify the salary schedule for the employment classification of Public Employees Assistance Program Coordinator. The Department of Human Resources has done due diligence and conducted appropriate evaluation to ensure that the new salary schedule and classification title is consistent with similar positions with factors considered throughout the evaluation process including, scope of work and responsibility. The creation of the classification is necessary to fit the needs of the City, and consistent with the organizational changes described herein.

City Administration recommends passage of this ordinance.

cc: William M. Brown, Human Resources Director

#### **EMERGENCY**

**AEP** 

- 2020

**MODIFYING** the salary range schedule for the classification of Public Employees Assistance Program Coordinator by amending existing Section 219 of Division 0, Chapter 307 of the Cincinnati Municipal Code, in order to establish a new salary range schedule for said classification.

WHEREAS, the City of Cincinnati Human Resources Department recommends a modification to the current salary range for the classification of Public Employees Assistance Program Coordinator to enhance marketability and competitiveness in the job market; and

WHEREAS, the City's Human Resources Department conducted a market analysis to further assess the compensation range against industry trends, and the research determined that the City was below market as it relates to the position of Public Employees Assistance Program Coordinator and confirmed the need for adjustment of the salary range to ensure competitiveness within the industry; and

WHEREAS, the Human Resources Department has done due diligence and conducted appropriate internal comparisons to ensure that the new salary range is consistent with the scope of services and the level of responsibility of the position of Public Employees Assistance Program Coordinator; now, therefore,

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

Section 1. That existing Section 219 of Division 0, Chapter 307 of the Cincinnati Municipal Code is hereby amended as shown below:

Classification	Minimum Annual	<b>Maximum Annual</b>
Public Employees Assistance Program Coordinator	\$60,844 \$86,897.80	<del>\$91,306</del> — <u>\$120,914.94</u>

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

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

the immediate need to adjust the salary ran	ge of the	Public Empl	oyees As	sistance	Program
Coordinator classification to ensure competitive	e retention	on and recruitn	nent.		
Passed:	_, 2020				
		Jol	hn Cranle	y, Mayoı	<u> </u>
Attest:Clerk	_				
		-			
Deletions are struck through. Additions are ur	iderlined.				

# City of Cincinnati



August 5, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: Ordinance: New Classification and Salary Range for the Public

Employees Assistance Program Counselor

Attached is an ordinance captioned:

ESTABLISHING the classification and salary range schedule for the new employment classification of Public Employees Assistance Program Counselor and ENACTING Section 247 of Division 4, Chapter 307 of the Cincinnati Municipal Code, consistent with the organizational changes described herein, in order to implement the new title and classification of Public Employees Assistance Program Counselor that will replace the existing title and classification of Public Health Consultant classification

The Human Resources Director has approved the request for this ordinance to establish the salary schedule and classification title for the new employment classification of Public Employees Assistance Program Counselor. The Department of Human Resources has done due diligence and conducted appropriate evaluation to ensure that the new salary schedule and classification title is consistent with similar positions with factors considered throughout the evaluation process including, scope of work and responsibility. The creation of the classification is necessary to fit the needs of the City, and consistent with the organizational changes described herein.

City Administration recommends passage of this ordinance.

cc: William M. Brown, Human Resources Director

#### **EMERGENCY**

**AEP** 

- 2020

**ESTABLISHING** the classification and salary range schedule for the new employment classification of Public Employees Assistance Program Counselor and ENACTING Section 247 of Division 4, Chapter 307 of the Cincinnati Municipal Code, consistent with the organizational changes described herein, in order to implement the new title and classification of Public Employees Assistance Program Counselor that will replace the existing title and classification of Public Health Consultant.

WHEREAS, the City's Human Resources Department recommends a modification to the title for the classification of Public Health Consultant with the new classification title of Public Employees Assistance Program Counselor to ensure the title accurately reflects the work performed; and

WHEREAS, the City's Human Resources Department also recommends a modification to the current salary range for the classification of Public Employees Assistance Program Counselor to enhance marketability, to ensure competitiveness in the job market, and to maintain internal salary equity; and

WHEREAS, the City's Human Resources Department has done due diligence to ensure that the new salary range is consistent with the level of responsibility, liability, and scope of work performed and finds that the salary range requires amendment to expand the salary maximum; now, therefore,

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

Section 1. That existing Section 247 of Division 4, Chapter 307 of the Cincinnati Municipal Code is hereby amended as shown below:

Classification

Public Health Consultant Public Employees Assistance Program Counselor

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
HOURLY	27.37	30.19667	33.02333	35.85	38.67667	41.50334	44.33001
ANNUAL	\$56,929.60	Minimum					
	<del>\$74,568</del>	Maximum					
	\$92,206.40						

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

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

Deletions are struck through. Additions are underlined.

# City of Cincinnati



August 5, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: Ordinance: New Classification and Salary Range for the Water Security

Supervisor

Attached is an ordinance captioned:

**ESTABLISHING** the salary schedule and classification title for the new employment classification of Water Security Supervisor, by enacting Section 761 of Division 0, Chapter 307 of the Cincinnati Municipal Code, in order to establish a new salary schedule and new classification title of Water Security Supervisor

The Human Resources Director has approved the request for this ordinance to establish the salary schedule and classification title for the new employment classification of Water Security Supervisor. The Department of Human Resources has done due diligence and conducted appropriate evaluation to ensure that the new salary schedule and classification title is consistent with similar positions with factors considered throughout the evaluation process including, scope of work and responsibility. The creation of the classification is necessary to fit the needs of the City, and consistent with the organizational changes described herein.

City Administration recommends passage of this ordinance.

cc: William M. Brown, Human Resources Director

#### **EMERGENCY**

**AEP** 

- 2020

**ESTABLISHING** the salary schedule and classification title for the new employment classification of Water Security Supervisor by enacting Section 761 of Division 0, Chapter 307 of the Cincinnati Municipal Code, in order to establish a new salary schedule and classification title for this classification, consistent with the organizational changes described herein.

WHEREAS, the Greater Cincinnati Water Works has been a municipally owned and operated utility since it was purchased by the City of Cincinnati in 1839; and

WHEREAS, the Greater Cincinnati Water Works employees provide customers with a plentiful supply of high-quality water, support environmental sustainability, and deliver excellent services in a financially responsible manner; and

WHEREAS, the City's Human Resources Department has determined that the creation of the Water Security Supervisor classification is necessary in order to recruit and retain quality employees; and

WHEREAS, the Water Security Supervisor classification is necessary to ensure consistencies in the knowledge, skills, and abilities required to carry out the duties and tasks prescribed to the position; and

WHEREAS, the Water Security Supervisor position and salary range provide an opportunity to increase effectiveness while maintaining a standard of excellence and a clear pathway for continued growth and career progression for employees; and

WHEREAS, the Department of Human Resources has done due diligence and conducted appropriate internal comparisons to ensure that the new classification and salary range is consistent with the scope of services and the level of responsibility of the position of Water Security Supervisor, with factors considered throughout the evaluation process including liability, scope of responsibility, judgment and independent action, accountability, and supervisory responsibility; and

WHEREAS, it has been determined that adopting the new salary range and classification title for the position is based upon a market analysis and consistent with the organization changes described herein, and internal cost of living adjustment comparisons as approved by City Council; and

WHEREAS, it is further recommended that future cost of living adjustments for the Water Security Supervisor be aligned with salary adjustments for the non-represented groups as approved by City Council; now, therefore,

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

Section 1. That Section 761 of Division 0, Chapter 307 of the Cincinnati Municipal Code is hereby established as shown below:

Classification	Minimum - Annual	<b>Maximum - Annual</b>
Water Security Supervisor	\$ 54,887.63	\$ 80,403.03

Section 2. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to establish the classification and salary ranges in order to recruit and retain qualified employees.

Passed:		, 2020	
			John Cranley, Mayor
Attest:			
	Clerk		



Date: 8/5/20

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: SPECIAL EVENT PERMIT APPLICATION: Worship at the Cove

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

The particulars of the requested event are as indicated:

EVENT NAME/TITLE: Worship at the Cove

EVENT SPONSOR/PRODUCER: Crossroads Community Church

CONTACT PERSON: Sue Landgrebe

LOCATION: 705 E. Pete Rose Way

DATE(S) AND TIME(S): 8/9-8/16-8/23-8/30-9/6-9/13-9/20-9/27 10:00AM to 11:30AM

EVENT DESCRIPTION: Religious Performance

ANTICIPATED ATTENDANCE: 3,500

ALCOHOL SALES:  $\square$  YES.  $\square$  NO.

TEMPORARY LIQUOR PERMIT HOLDER IS: (identify, if "YES" is checked above)

cc: Colonel Eliot K. Isaac, Police Chief

Form 17SEPAR (Revised 04/18, Replaces 02/16)



Date: August 5, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: BUS-ONLY LANE ON READING ROAD BETWEEN WILLIAM HOWARD TAFT AND PADDOCK

**ROAD** 

#### Reference Document #201901035

The Council at its session on September 25, 2019 referred the following item for review and report.

MOTION, submitted by Councilmember P.G. Sittenfeld, WE MOVE that given the success of Cincinnati's first-ever Bus-Only Lane on Main Street in the Central Business District-the City Administration should plan to expand the Bus-Only Lanes project to other major corridors where such lanes would provide similar reductions in transit time for bus riders and alleviate congestion for car drivers; and, WE FURTHER MOVE that the City Administration prepare and provide an analysis to City Council detailing the feasibility of implementing a Bus-Only lane on Reading Road between William Howard Taft and Paddock Road.

Staff from the Department of Transportation and Engineering (DOTE) met with the Southwest Ohio Regional Transit Authority (SORTA) planning department to discuss a bus-only lane on Reading Road between William Howard Taft and Paddock Road. A bus-only lane corridor is a section of road that designates the curb lane for buses only or designates the curb lane for buses during peak traffic hours, such as 6 to 9 a.m. and 3 to 6 p.m.

The cost to open a bus-only lane on this portion of Reading Road is approximately \$300,000. The cost includes pavement tattoos, new signs, additional line striping, staff oversite and signal retiming.

#### The foreseen challenges are:

## Enforcement of a bus-only lane along this stretch of Reading Road will be an additional task for law enforcement.

Given the relatively short distance of the Main Street bus-only lane, enforcement of no parking is handled relatively well. However, given the longer distance of a Reading Road bus-only lane, enforcement would require a significant investment in law enforcement time.

## Within the proposed bus-only lane corridor, Reading Road currently has two travel lanes in each direction.

Converting the curb lane to a bus-only lane would leave one travel lane in each direction for remaining traffic. DOTE staff requested that the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) use their travel demand model to run a scenario with only one through lane in each direction on Reading

Page 2 Document #201901035

Road to determine how that would impact traffic. That model indicated that some drivers would select other routes. The alternate routes are often through neighborhoods. The unintended consequences of travel lane reductions (designating a bus-only lane) may affect the adjacent transportation network.

## Currently there are dual left turn lanes from Martin Luther King Boulevard both east and westbound to Reading Road.

Implementation of a bus-only lane would require this intersection be restriped with only one left turn lane from Martin Luther King to northbound Reading Road and one left turn lane from Martin Luther King to southbound Reading Road.

Finally, a portion of the east side of Reading Road, between Glenwood Avenue and Avondale Avenue, currently allows off-peak parking (no parking between 7 a.m. and 9 a.m. for morning rush hour; no parking between 3 p.m. and 6 p.m. for afternoon rush hour).

Implementation of a bus-only lane in this area would mean on-street parking would no longer be available here.

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

### **Clerk of Council**

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

### **\$25.00 FILING FEE**

202001004

#### LEGISLATIVE AGENT/EMPLOYER INITIAL REGISTRATION STATEMENT

This statement must be filed with the Clerk of Council within ten (10) days of engagement. Please read instructions and review Section 112-5 prior to filing. There is a \$25.00 fee for this filing. Check or money order only made payable to "Clerk of Council". Upon termination of this engagement, there is an affirmative duty to notify the Clerk of Council within thirty (30) days) the form may be obtained from Clerk. ANY PERSON WHO KNOWINGLY FILES A FALSE STATEMENT IS GUILTY OF FALSIFICATION UNDER SECTION 2921.13 OF THE OHIO REVISED CODE, WHICH IS A MISDEMEANOR OF THE FIRST DEGREE.

	ATIVE AGENT INFORMATION
Full Name_	Steve Driehaus
Occupation	n_ Consultant
Title/Position	on Managing Partner, Good Government Group
Business A	
Cincir	Streel Suite Number of Suite N
City	State Zip(+4)
Telephone	Number ( 513 ) 632-1321 ,
Data of Fac	
Date of Eng	gagement as Legislative Agent June 22, 2020
EMPLOY	ER INFORMATION
Full name of	of company or organization Over The Rhine Foundation
Type of Ind	CLERK (II)  Non-profit for planning and historical preservation
Business A	1211 Vino Stroot
Dusilless A	Street Suite Number
Cincinn	
City	State Z/p(+4)
BRIEF DI	ESCRIPTION OF THE TYPE OF LEGISLATION TO WHICH
	ESCRIPTION OF THE TYPE OF LEGISLATION TO WHICH ATIVE AGENT'S ENGAGEMENT RELATES.

#### D. CATEGORICAL LISTING OF PRINCIPAL BUSINESS OR ACTIVITY OF EMPLOYER PLEASE CHECK ALL THAT ARE ADDITIONED

Agriculture	Environment	X_Real Estate/Housing
Alcohol/Tobacco	Financial Institutions/Consumer Finance	Retail and Commercia
Arts/Entertainment	Medical/Hospitals/Health Care	Service Business
Communications/Media	Insurance	Social Svs./Human S
Contractors/Construction	Labor/Labor Organizations	Science and Technol
County/Local Government	Legal	State Employees
Education	Manufacturer	State Government
Energy/Utilities	Public Interest	Transportation
NCE HAVE BEEN UNDERTAKEN THE CONTENTS ARE TRUE AND	ED HEREBY CERTIFY THAT ALL REASON IN THE PREPARATION AND COMPLETION O ACCURATE TO THE BEST OF HIS OR HEI L AND SIGNED PERSONALLY BY THE NAM	N OF THIS STATEMENT A R KNOWLEDGE.
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GNATURES MUST BE ORIGINAL  THE CONTENTS ARE TRUE AND  GNATURES MUST BE ORIGINAL  TO DITE HOUS  Signature of Legislative Agent  EVID Pape  Int Name of Persons Signing for Employer  Distally signed by W. Kevin Pape	IN THE PREPARATION AND COMPLETION D'ACCURATE TO THE BEST OF HIS OR HEIL AND SIGNED PERSONALLY BY THE NAME AND SIGNED PERSONAL	N OF THIS STATEMENT A R KNOWLEDGE. MED INDIVIDUAL.
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CONTENTS ARE TRUE AND GNATURES MUST BE ORIGINAL BEVE Driehaus  Interpretation of Logislative Agent  EVIN Pape  Int Name of Persons Signing for Employer  Discount Revin Pape On Cony & Pa Inc., ou, cmall-wkpape@graypape.  Could be a content of the country of the	IN THE PREPARATION AND COMPLETION D'ACCURATE TO THE BEST OF HIS OR HEI  L AND SIGNED PERSONALLY BY THE NAME  Diple  Diple	N OF THIS STATEMENT AR KNOWLEDGE. MED INDIVIDUAL.

Women's Find of the Greater Cincinnati Fdn. 202001005

## Clerk of Council

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

Please	check	ALL	that	appl	У
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\_\_\_\_ Termination(s) of Engagement \_\_\_ Change of Address Amended Statement

#### LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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

	MEANOR OF THE FIRST DEGREE. Other related processing the contract of the contr	prohibitions and penalties	s are contained in Se	ection 112-99
Α.	GENERAL INFORMATION			CONTRACTOR OF CO
Full N	ame of Legislative Agent Holly [First]	Raven Nagel (Middle)	Hankinson (Last)	
	Occupation Havocacy Prector			
	Business Address 720 E. Pele Ros	se Way Se.	120	
	Cindnasti OH City State	45202 Zip(+4)		
	Telephone Number (513)	8-6124		
AGEN	T CHANGE OF NAME OR ADDRESS - Based Updated Registration Statement, state any cha  (If none, check here)  Name of Legislative Agent	anges in your name or	address.	
	Name of Legislative Agent			
	Address		Suite Number	13JUL'20am11:38
	City State	Zip(+4)		
	Telephone Number ()	,		_
Repo	ting Period: Statement filed for period covering	(check one and fill	in year).	CLERK OF COUNCIL
	January 1 through June 30, 199_ July 1 through December 31, 199_		e on or before July e on or before Jan.	

## B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

	ENT - Is this an Amended Statemer resolution decision of the OCCI.	it (i.o., any onlings in an amount of a iming
YES	√NO	
	e required to complete only the porti	on(s) you have amended.
TERMINATIONS - A	re you still engaged by all of the emi	ployers listed on page 1 of this form?
	NO	
If no, please termination.	list the name of the Employers by what (Attach additional sheets if necess	nom you are no longer engaged and the date of sary.)
Employer Na		Date of Termination
MALM TALBET	FIRE OF STRUCTURE CONTRACTOR OF THE STRUCTURE OF STRUCTUR	60 1 1 10 1 1 100 CF 21 32 20 CF 42 CF 132 CF 14
<u> </u>	000 T T T T T T T T T T T T T T T T T T	
advocated during this		rdinance(s) and resolution(s) on which you active egistation)  Motion
ADDITIONAL TYPES Registration Statemetypes of legislation to	Sof LEGISLATION - Since your In the for all Employers fisted on this for which any of your engagements rel	itial Registration Statement or last Updated m, give a brief description of each of the additionate.
ADDITIONAL TYPES Registration Statemetypes of legislation to	Sof LEGISLATION - Since your In the for all Employers fisted on this for which any of your engagements rel	itial Registration Statement or last Updated rm, give a brief description of each of the additionate.
ADDITIONAL TYPES Registration Statemetypes of legislation to	Sof LEGISLATION - Since your In the for all Employers fisted on this for which any of your engagements rel	itial Registration Statement or last Updated rm, give a brief description of each of the additionate.
ADDITIONAL TYPES Registration Statementypes of legislation to	Sof LEGISLATION - Since your Inter all Employers fisted on this for which any of your engagements rel	itial Registration Statement or last Updated m, give a brief description of each of the additionate.

#### C. DEFINITIONS

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

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

#### D. FINANCIAL TRANSACTIONS

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

such po	ector of a department created under the Administrative Code, or any member of the staff* of ublic officer or employee, then the following information is required with respect to each such all transaction:
a.	Name of the public officer, employee, or staff member:
b.	Brief description of the purpose and nature of the transaction:
C.	Date the transaction was made or entered into:
d.	Other pertinent details:
(Attach	an additional sheet for each public officer, employee, or staff member.)  (If none, check here
AND D THIS S HIS OF ALL SI INDIVIT	FICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT ALL REASONABLE EFFORTS UE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARATION AND COMPLETION OF TATEMENT AND THAT THE CONTENTS ARE TRUE AND ACCURATE TO THE BEST OF R HER KNOWLEDGE.  GNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED DUAL.  HANKINGO  int Name of Legislative Agent  Signature of Legislative Agent  Date

Women's Fund of the Greater Cincinnali Fdn.

Clerk of Council

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

Please	check	ALL	that	appl	y
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202001010

\_\_ Termination(s) of Engagement \_\_ Change of Address

\_\_ Amended Statement

#### LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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	GENERAL INFORMATI	ON				
III N	ame of Legislative Agent M	eghan (First)	E/1Z (Middle)	abeth	Can	ming 5
	Occupation Executive	Direc	tor			
	Business Address 720	E. Pese	Rose	Way Suite Number	Ste	120
	Cincinnati	OH State		45202		-
	City	State		Zip(+4)		
	Telephone Number ( 513	)	768-	6144		
		ent, state any		. , ,	EX. 1 791	
	(If none, check here		onanges n			Company of the control of the contro
	(If none, check here		onenges i		Sulte Num	iber
	(If none, check here	_)	onenges i			iber
	(If none, check here	_)	onenges i	Zsp(+4)		iber
	(If none, check here	Sireet	onenges i			iber
ероп	(If none, check here	Street State		Zip(+4)	Sulte Num	iber

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海岸 原矿二烷 施拉尔 马科

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PHO SECULAR

YESNO  If yes, you are required to complete only the portion(s) you have amended.	✓ YES If no, please lis	NO	ers by whom you are no longer engaged and the date
YESNO  If yes, you are required to complete only the portion(s) you have amended.  RMINATIONS - Are you still engaged by all of the employers listed on page 1 of this form?	YES	NO	
YESNO  If yes, you are required to complete only the portion(s) you have amended.	NATIONS - Are	e you still engaged by all of	the employers listed on page 1 of this form?
suant to a dispute resolution decision of the OCCI. YESNO			
suant to a dispute resolution decision of the OCCI.	If yes, you are	required to complete only t	the portion(s) you have amended.
IENDED STATEMENT - Is this an Amended Statement (i.e., any change in an amount or a filing suant to a dispute resolution decision of the OCCI.	YES	_√_NO	
internal and the contract of t			
	)	ED STATEME t to a dispute r	t to a dispute resolution decision of the O

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

(If none, check here \_\_\_\_\_\_)

出,并同类,这种资本的增加或特别的。自由1 trip thispublishe

নিৰ্ভাষ্ট্ৰ কৰিছে। স্থাপন্থ কৰা আৰু কৰা কৰি পৰি নিৰ্ভাষ্ট্ৰ কৰিছে। কৰিছে বিভাগ কৰিছে বিভাগ কৰিছে বিভাগ কৰিছে ব বিভাগ বিভাগ বিভাগ কৰিছে বিভাগ কৰিছে বিভাগ কৰিছে বিভাগ কৰিছে বিভাগ বিভাগ বিভাগ বিভাগ বিভাগ বিভাগ বিভাগ বিভাগ বি

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#### C. DEFINITIONS

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

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

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

inancia	al transaction:
3.	Name of the public officer, employee, or staff member:
<b>)</b> .	Brief description of the purpose and nature of the transaction:
<b>S</b> .	Date the transaction was made or entered into:
d.	Other pertinent details:
Attach	an additional sheet for each public officer, employee, or staff member.)
	(If none, check here)
	NOTE: If the Legislative Agent is required to disclose a financial transaction described in this Paragraph F, then the Legislative Agent shall <u>deliver a copy of such paragraph</u> which contains such information to the public officer(s) of employee(s) identified therein, <u>at least ten (10) days before this form is filed</u> with the Clerk of Council.
	If the foregoing provision is applicable, indicate the date that such information was delivered:
CERTI	<u>FICATION:</u> THE UNDERSIGNED HEREBY CERTIFIES THAT ALL REASONABLE EFFORTS UE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARATION AND COMPLETION O
THIS 9	TATEMENT AND THAT THE CONTENTS ARE TRUE AND ACCURATE TO THE BEST OF REPRESENTATION OF THE PROPERTY OF THE REST OF
ALL SI	GNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED
Meg.	han E. Cummings Meylan E. Cuming 7-21-2020  Find Name of Legislative Agent Date  Date
Γypo or Pι	rint Name of Legislative Agent Signative Agent Unite

BULE OLEM 202001011

## **Clerk of Council**

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

Please check A	ALL that apply
☐ Termination☐ Change of A☐ Amended S	

#### LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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١.	GENERAL INFOR	MATION				
Full	Name of Legislative Age	ent	Colleen (First)	Marie (Middle)	Reynolds (Last)	
	Occupation Gove	ernment A	ffairs			
	Business Address	255 E 5	<sup>th</sup> Street	1900 Suite Number	r	
	Cincinnati		ОН	45202		
	City		State	Zip (+4)		
	Telephone Number	( 513	) 832 - 5449			
GEI	Updated Registration	Statement				
GEI		Statement	, state any changes ir		ress.	
GEI	Updated Registration (If none, check here	Statement	, state any changes ir	n your name or add	ress.	
GEI	Updated Registration  (If none, check here  Name of Legislative	Statement	, state any changes ir	n your name or add	ress.  	<b>38</b> 57
GEI	Updated Registration  (If none, check here  Name of Legislative	Statement X ) Agent	, state any changes ir	n your name or add	ress.  	CSUK
GEI	Updated Registration  (If none, check here  Name of Legislative  Address	Statement X ) Agent	, state any changes ir	n your name or add	ress.  	38UY
	Updated Registration  (If none, check here Name of Legislative Address  City Telephone Number	Statement X ) Agent Street	, state any changes in	Suite Number	0: ERKOF :	
<b>∛ep</b> o	Updated Registration  (If none, check here  Name of Legislative  Address	Statement  X ) Agent Street	state any changes in State	Suite Number	01 FRK 0F ( 33.JUL'204	

**Date of Termination** 

## **Employer Name**

	Blue Ocean Development
	Cincinnati Arts Association
-	Cincinnati Ballet
-	Cincinnati Barge & Rail Terminal
	(The Sawyer Place Company)
-	Cincinnati USA Regional Chamber
	Circle Development, LLC
	CincyTech
	Madison & Stewart, LLC
	Oakley Yards Development, LLC
	Paramount Redevelopment Group, LLC
	Paylt
	Transdev North America, INC
	Trinitas Ventures, LLC
	UC Health
	University of Cincinnati
	Uptown Consortium

В.	AMENDMENTS,	TERMINATIONS,	AND	<b>TYPES</b>	OF LEGISL	_ATION

<b>AMENDED STATEMENT</b> – Is this a pursuant to a dispute resolution decision		hange in an amount or a filing
☐ YES 🗵 NO		
If yes, you are required to comple	ete only the portion(s) you have a	mended.
TERMINATIONS – Are you still enga	aged by all of the employers listed	on page 1 of this form?
☑ YES  □ NO		
	Employers by whom you are no loonal sheets if necessary).	onger engaged and the date of
Employer Name		Date of Termination
ordinances and resolution actively advocated during this report	ting period.	
Employer  Plus Ossen Development	Ordinance/Resolution #	Description
Blue Ocean Development	0228-2020	NWO FY04 Budget
CincyTech Oakley Yards	0189-2020 0227-2020	FY21 Budget PD
ADDITIONAL TYPES OF LEGISLA		
additional types of legislation to which	ers listed on this form, give a brief	description of each of the
<ul> <li>MOTION 202000809 dated the City Administration to re</li> </ul>	ers listed on this form, give a brief any of your engagements relate. 06/24/2020, submitted by Coun- view the recommended neighbo	description of each of the cilmember Landsman, calling on
<ul> <li>MOTION 202000809 dated the City Administration to re- presenting by CUF commun.</li> </ul>	ers listed on this form, give a brief any of your engagements relate. 06/24/2020, submitted by Coun- view the recommended neighbo	description of each of the cilmember Landsman, calling on rhood parking proposal as

#### J. 22. ......

**"Staff"** means any city employee whose official duties are to formulate policy <u>and</u> who exercises administrative or supervisory authority or who authorizes the expenditure of city funds. "Staff" is limited to

employees who are required to file a Financial Disclosure Statement under Article XXVI of the Administrative Code.

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a.	Name of the public officer, employmember:	eyee, or staff	
b.	Brief description of the purpose a transaction:	and nature of the	
C.	Date the transaction was made of into:	or entered	V N
d.	Other pertinent details:	_	
	<u>_</u>	officer, employee, or staff member)	
	(If none, check here ⊠)		
;	Paragraph F, then the Legislative	equired to disclose a financial transact Agent shall <u>deliver a copy of such para</u> e(s) of employee(s) identified therein, erk of Council.	agraph which contains
	If the foregoing provision is applica	able, indicate the date that such inform	ation was delivered:
EFFOR	RTS AND DUE DILIGENCE HAVE	HEREBY CERTIFIES THAT ALL REAST BEEN UNDERTAKEN IN THE PREFUND THAT THE CONTENTS ARE TRUEDGE.	PARATION AND
ALL SI		L AND SIGNED PERSONALLY BY T	HE NAMED
College	n Marie Reynolds	Collen U. Rywld- Signature of Legislative Agent	7/30/20
	rint Name of Legislative Agent	Signature of Legislative Agent	Date

Cingmati Arts Association

## **Clerk of Council**

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

Please check ALL that apply	202001012
<ul><li>☐ Termination(s) of Engager</li><li>☐ Change of Address</li></ul>	ment
Amended Statement	

#### LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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••	GENERAL INFOR	MATION			
-ull N	ame of Legislative Age	ent	Colleen	Marie	Reynolds
			(First)	(Middle)	(Last)
	Occupation Gove	rnment	Affairs		
	Business Address	255 E	5 <sup>th</sup> Street	1900	
		Street		Suite Number	•
	Cincinnati		ОН	45202	
	City		State	Zip (+4)	
	Telephone Number	( 51	3 ) 832 - 5449		
3EIN	Updated Registration	Statemer		your initial Registration s in your name or addi	
EN	Updated Registration (If none, check here	Statemer			
<b>SLIN</b>	Updated Registration	Statemer			
3LIN	Updated Registration (If none, check here	Statemer X ) Agent		s in your name or add	ress. GLERK
SLIN	Updated Registration  (If none, check here  Name of Legislative	Statemer			ress. GLERK
<b>SLIN</b>	Updated Registration  (If none, check here  Name of Legislative	Statemer X ) Agent		s in your name or add	ress. GLERK
GLIN	Updated Registration  (If none, check here  Name of Legislative  Address	Statemer X ) Agent	nt, state any change	s in your name or add	ress. GLERK

**Date of Termination** 

## **Employer Name**

Blue Ocean Deve	elopment
Cincinnati Arts A	ssociation
Cincinnati Ballet	
Cincinnati Barge	& Rail Terminal
(The Sawyer Pla	ce Company)
Cincinnati USA F	Regional Chamber
Circle Developme	ent, LLC
CincyTech	
Madison & Stewa	art, LLC
Oakley Yards De	velopment, LLC
Paramount Rede	velopment Group, LLC
PayIt	
Transdev North A	America, INC
Trinitas Ventures	, LLC
UC Health	
University of Cine	cinnati
Uptown Consorti	um

В.	AMENDMENTS,	TERMINATIONS,	<b>AND TYPES</b>	OF LEGISLAT	ION
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	o a dispute resolution ded	cision of the OCCI.	change in an amount or a filing
☐ YE	S 🛭 NO		
If yes,	you are required to com	plete only the portion(s) you have a	mended.
ERMINA	TIONS – Are you still er	ngaged by all of the employers listed	on page 1 of this form?
⊠ YE	s 🗌 NO		
		ne Employers by whom you are no l ditional sheets if necessary).	onger engaged and the date of
Emp	loyer Name		Date of Termination
	ICES AND RESOLUTION	ONS – List the specific ordinance( orting period.	s) and resolution(s) on which you
	dvocated during this rep		s) and resolution(s) on which you  Description
ectively ac	dvocated during this rep	orting period.	
ectively ac	dvocated during this reper er ean Development	Ordinance/Resolution #	Description

additional types of legislation to which any of your engagements relate.

MOTION 202000809 dated 06/24/2020, submitted by Councilmember Landsman, calling on the City Administration to review the recommended neighborhood parking proposal as presenting by CUF community leaders in May of 2020 and provide and plan to fully fund and implement the proposal

(If none, check here □)

#### C. DEFINITIONS

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a.	Name of the public officer, employee, or staff member:
b.	Brief description of the purpose and nature of the transaction:
c.	Date the transaction was made or entered into:
d.	Other pertinent details:
(Attach a	an additional sheet for each public officer, employee, or staff member)
	(If none, check here ⊠)
:	NOTE: If the Legislative Agent is required to disclose a financial transaction described in this Paragraph F, then the Legislative Agent shall <u>deliver a copy of such paragraph</u> which contains such information to the public office(s) of employee(s) identified therein, <u>at least ten (10) days before this form is filed</u> with the Clerk of Council.
	If the foregoing provision is applicable, indicate the date that such information was delivered:
EFFOR COMP TO TH	FICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT ALL REASONABLE RTS AND DUE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARATION AND LETION OF THIS STATEMENT AND THAT THE CONTENTS ARE TRUE AND ACCURATE E BEST OF HIS OR HER KNOWLEDGE.  IGNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED DUAL.
Colleer	n Marie Reynolds  rint Name of Legislative Agent  Collum M. Rywlds  1 3 0 2 0  Date
Type or P	rint Name of Legislative Agent Signature of Legislative Agent Date

#### Please check ALL that apply **Clerk of Council** 202001013 801 Plum Street, Room 308 Termination(s) of Engagement Cincinnati, Ohio 45202 Change of Address (513) 352-3246 ☐ Amended Statement LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT This statement must be filed with the Clerk of Council by the last day of January and July, annually. Please read instructions and review Sections 112-1 to 112-17, Cincinnati Municipal Code, prior to filing. There is no fee for this filing. Upon termination of this engagement, there is an affirmative duty to notify the Clerk of Council within thirty (30) days (the form may be obtained from the Clerk.) ANY PERSON WHO KNOWINGLY FILES A FALSE STATEMENT IS GUILTY OF FALSIFICATION UNDER SECTION 2921.13 OF THE OHIO REVISED CODE, WHICH IS A MISDEMEANOR OF THE FIRST DEGREE. Other related prohibitions and penalties are contained in Section 112-99 of the Cincinnati Municipal Code. A. **GENERAL INFORMATION** Full Name of Legislative Agent Reynolds Colleen Marie (Middle) (First) (Last)

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

) 832 - 5449

OH

(If none, check here	_X_)			CLERK OF COUNCIL
Name of Legislative	Agent		, i., is	
Address	Street		Suite Number	<del>31361</del> 20am11:38
City		State	Zip (+4)	
Telephone Number	( )	)		

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

255 E 5th Street

513

Street

Occupation Government Affairs

**Business Address** 

Telephone Number

Cincinnati

City

☑ January 1 through June 30, <b>2020</b>	(Report due on or before July 31
☐ July 1 through December 31 2020	(Report due on or before Jan. 31

**Date of Termination** 

1900

Suite Number

45202

Zip (+4)

## **Employer Name**

	Blue Ocean Development
	Cincinnati Arts Association
	Cincinnati Ballet
	Cincinnati Barge & Rail Terminal
	(The Sawyer Place Company)
	Cincinnati USA Regional Chamber
	Circle Development, LLC
	CincyTech
	Madison & Stewart, LLC
<u>-</u>	Oakley Yards Development, LLC
'	Paramount Redevelopment Group, LLC
	Paylt
	Transdev North America, INC
	Trinitas Ventures, LLC
	UC Health
	University of Cincinnati
	Uptown Consortium

B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

AMENDED STATEM pursuant to a dispute r		an Amended Statement (i.e., any one sion of the OCCI.	change in an amount or a filing
YES	⊠ NO		
If yes, you are red	quired to comp	lete only the portion(s) you have a	mended.
TERMINATIONS – A	re you still eng	gaged by all of the employers listed	I on page 1 of this form?
⊠ YES	□ NO		
If no, please list the termination.		e Employers by whom you are no letional sheets if necessary).	onger engaged and the date of
Employer Nam	e		Date of Termination
actively advocated du	mig this repo	Ordinance/Resolution #	Description
Blue Ocean Develo		0228-2020	NWO
CincyTech	<del>/p</del>	0189-2020	FY21 Budget
Oakley Yards		0227-2020	PD
Registration Statemen additional types of legi  MOTION 202 the City Admi	at for all Employ islation to which to which to which to the community of	eview the recommended neighbo	f description of each of the . cilmember Landsman, calling on
	k here □)		

**"Staff"** means any city employee whose official duties are to formulate policy <u>and</u> who exercises administrative or supervisory authority or who authorizes the expenditure of city funds. "Staff" is limited to

employees who are required to file a Financial Disclosure Statement under Article XXVI of the Administrative Code.

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

#### D. FINANCIAL TRANSACTIONS

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

a.	Name of the public officer, employee, or staff member:
b.	Brief description of the purpose and nature of the transaction:
c.	Date the transaction was made or entered into:
d.	Other pertinent details:
•	an additional sheet for each public officer, employee, or staff member)
	(If none, check here ⊠)
	NOTE: If the Legislative Agent is required to disclose a financial transaction described in this Paragraph F, then the Legislative Agent shall <u>deliver a copy of such paragraph</u> which contains such information to the public office(s) of employee(s) identified therein, <u>at least ten (10) days before this form is filed</u> with the Clerk of Council.
	If the foregoing provision is applicable, indicate the date that such information was delivered:
EFFOF COMP	FICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT ALL REASONABLE RTS AND DUE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARATION AND LETION OF THIS STATEMENT AND THAT THE CONTENTS ARE TRUE AND ACCURATE E BEST OF HIS OR HER KNOWLEDGE.
ALL SI	IGNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED DUAL.
Colleer	n Marie Reynolds  Trint Name of Legislative Agent  Signature of Legislative Agent  Date
Type or P	rint Name of Legislative Agent Signature of Legislative Agent Date

sawyer place

## **Clerk of Council**

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

Please check ALL that apply 202001014	_
☐ Termination(s) of Engagement	
☐ Change of Address	
Amonded Statement	

#### LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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

٨.	GENERAL INFORM	/IATION			
Full	Name of Legislative Age	nt Ce	olleen	Marie	Reynolds
		(	First)	(Middle)	(Last)
	Occupation Gover	rnment Affair	rs		
	Business Address	255 E 5 <sup>th</sup> St	reet	1900	
		Street		Suite Number	
	Cincinnati		OH	45202	
	City		State	Zip (+4)	
	Telephone Number	( 513	) 832 - 5449		
(GE	NT CHANGE OF NAME Updated Registration S  (If none, check here	Statement, Sta	5 – Based on you te any changes in	r initial Registration your name or add	statement or läst state ress.
GE	(If none, check here	X)	te any changes in	your name or add	(CSS.
GE	(If none, check here  Name of Legislative A	X)	te any changes in	r initial Registration your name or add	(CSS.
GE	(If none, check here	X)	te any changes in	your name or add	31JUL <b>'2</b> 04
.GE	(If none, check here  Name of Legislative A	X) Agent	te any changes in	your name or add	31JUL <b>'2</b> 04
<b>AGE</b>	(If none, check here  Name of Legislative A  Address	X) Agent	te any changes in	Suite Number	31JUL <b>'2</b> 04
	(If none, check here Name of Legislative A Address  City Telephone Number	X ) Agent Street	State	Suite Number	31JUL'206
	(If none, check here  Name of Legislative A  Address	X ) Agent Street	State	Suite Number	31JUL'206
Repo	(If none, check here Name of Legislative A Address  City Telephone Number	X ) Agent Street  filed for period	State	Suite Number	3)JUL'20

**Date of Termination** 

Blue Ocean Development
Cincinnati Arts Association
Cincinnati Ballet
Cincinnati Barge & Rail Terminal
(The Sawyer Place Company)
Cincinnati USA Regional Chamber
Circle Development, LLC
CincyTech
Madison & Stewart, LLC
Oakley Yards Development, LLC
Paramount Redevelopment Group, LLC
PayIt
Transdev North America, INC
 Trinitas Ventures, LLC
UC Health
University of Cincinnati
Uptown Consortium

## B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

	<b>AMENDED STATEMENT</b> – Is this an Amended Statement (i.e., any change in an amount or a filing pursuant to a dispute resolution decision of the OCCI.				
	YES	⊠ NO			
	If yes, you are requ	uired to complete	e only the portion(s) you have ar	nended.	
TEF	TERMINATIONS – Are you still engaged by all of the employers listed on page 1 of this form?				
	⊠ YES	□ NO			
	If no, please list the name of the Employers by whom you are no longer engaged and the date of termination. (Attach additional sheets if necessary).				
	Employer Name Date of Termination				
<b>ORDINANCES AND RESOLUTIONS</b> – List the specific ordinance(s) and resolution(s) on which you actively advocated during this reporting period.					
En	nployer		Ordinance/Resolution #	Description	
Blu	ue Ocean Develor	oment	0228-2020	NWO	
Ci	ncyTech		0189-2020	FY21 Budget	
Oa	Oakley Yards 0227-2020 PD			PD	
	,				

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

•	MOTION 202000809 dated 06/24/2020, submitted by Councilmember Landsman, calling on
	the City Administration to review the recommended neighborhood parking proposal as
	presenting by CUF community leaders in May of 2020 and provide and plan to fully fund and
	implement the proposal

(If none, check here □)

## C. DEFINITIONS

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

#### D. FINANCIAL TRANSACTIONS

a.	Name of the public officer, employee, or staff member:	
b.	Brief description of the purpose and nature of the transaction:	
C.	Date the transaction was made or entered into:	
d.	Other pertinent details:	
(Attach a	an additional sheet for each public officer, employee, or staff member)	
(	(If none, check here ⊠)	
!	NOTE: If the Legislative Agent is required to disclose a financial transaction described in this Paragraph F, then the Legislative Agent shall <u>deliver a copy of such paragraph</u> which contains such information to the public office(s) of employee(s) identified therein, <u>at least ten (10) days before this form is filed</u> with the Clerk of Council.	
	If the foregoing provision is applicable, indicate the date that such information was delivered:	
CERTIFICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT ALL REASONABLE EFFORTS AND DUE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARATION AND COMPLETION OF THIS STATEMENT AND THAT THE CONTENTS ARE TRUE AND ACCURATE TO THE BEST OF HIS OR HER KNOWLEDGE.		
ALL SI INDIVII	GNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED DUAL.	
Colleer	n Marie Reynolds  Column M. Reynolds  The Name of Legislative Agent  Signature of Legislative Agent  Date	
	rint Name of Legislative Agent Signature of Legislative Agent Date	

Chamber

#### Please check ALL that apply **Clerk of Council** 801 Plum Street, Room 308 ☐ Termination(s) of Engagement Cincinnati, Ohio 45202 Change of Address (513) 352-3246 Amended Statement 202001015 LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT This statement must be filed with the Clerk of Council by the last day of January and July, annually. Please read instructions and review Sections 112-1 to 112-17, Cincinnati Municipal Code, prior to filing. There is no fee for this filing. Upon termination of this engagement, there is an affirmative duty to notify the Clerk of Council within thirty (30) days (the form may be obtained from the Clerk.) ANY PERSON WHO KNOWINGLY FILES A FALSE STATEMENT IS GUILTY OF FALSIFICATION UNDER SECTION 2921.13 OF THE OHIO REVISED CODE, WHICH IS A MISDEMEANOR OF THE FIRST DEGREE. Other related prohibitions and penalties are contained in Section 112-99 of the Cincinnati Municipal Code. A. **GENERAL INFORMATION** Full Name of Legislative Agent Reynolds Colleen Marie (First) (Middle) (Last) Occupation Government Affairs **Business Address** 255 E 5th Street 1900 Street Suite Number Cincinnati OH45202 City State Zip (+4) Telephone Number 832 - 5449 513 AGENT CHANGE OF NAME OR ADDRESS - Based on your initial Registration Statement or last Updated Registration Statement, state any changes in your name or address.

(If none, ch	neck here X)	CLERK OF COUNCIL		
Name of Legislative Agent				
Address				
	Street		Suite Number	
				<del></del>
City		State	Zip (+4)	
Telephone	Number ( )			

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

<ul><li>✓ January 1 through June 30, 2020</li><li>✓ July 1 through December 31 2020</li></ul>	(Report due on or before July 31) (Report due on or before Jan. 31)

-

В.	AMENDMENTS,	TERMINATIONS, AND TYPES OF LEGISLATION	
		NT – Is this an Amended Statement (i.e., any change in an amount or a filing solution decision of the OCCI.	
	YES	⊠ NO	
	If yes, you are requ	uired to complete only the portion(s) you have amended.	
TEI	TERMINATIONS – Are you still engaged by all of the employers listed on page 1 of this form?		
	⊠ YES	□ NO	
	If no, please list the termination.	e name of the Employers by whom you are no longer engaged and the date of (Attach additional sheets if necessary).	
	Employer Name	Date of Termination	

Employer	Ordinance/Resolution #	Description
Blue Ocean Development	0228-2020	NWO
CincyTech	0189-2020	FY21 Budget
Oakley Yards	0227-2020	PD

ORDINANCES AND RESOLUTIONS - List the specific ordinance(s) and resolution(s) on which you

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

•	MOTION 202000809 dated 06/24/2020, submitted by Councilmember Landsman, calling on
	the City Administration to review the recommended neighborhood parking proposal as
	presenting by CUF community leaders in May of 2020 and provide and plan to fully fund and
	implement the proposal

(If none, check here □)

actively advocated during this reporting period.

#### C. DEFINITIONS

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#### D. FINANCIAL TRANSACTIONS

a.	Name of the public officer, employee, or staff member:		
b.	Brief description of the purpose and nature of the transaction:		
c.	Date the transaction was made or entered into:		
d.	Other pertinent details:		
/Attach	an additional sheet for each public officer, employee, or staff member)		
•			
	(If none, check here ⊠)		
	NOTE: If the Legislative Agent is required to disclose a financial transaction described in this Paragraph F, then the Legislative Agent shall <u>deliver a copy of such paragraph</u> which contains such information to the public office(s) of employee(s) identified therein, <u>at least ten (10) days before this form is filed</u> with the Clerk of Council.		
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ALL SI	IGNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED DUAL.		
Colleei	n Marie Reynolds  College M. Pryrolds  Trint Name of Legislative Agent  Signature of Legislative Agent  Date		
	trint Name of Legislative Agent Signature of Legislative Agent Date		

Circy Tech

# **Clerk of Council**

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

Please check ALL that apply	202001017
☐ Termination(s) of Engagen☐ Change of Address	nent
Amended Statement	

## LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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

•	GENERAL INFOR	MATION			
ull N	lame of Legislative Age	ent	Colleen	Marie	Reynolds
	0 " 0		(First)	(Middle)	(Last)
	Occupation Gove	rnment Af	tairs		<del>, , , , , , , , , , , , , , , , , , , </del>
	<b>Business Address</b>	255 E 5 <sup>th</sup> Street		1900	
		Street		Suite Numbe	er
	Cincinnati		ОН	45202	
	City		State	Zip (+4)	
ΞN	Telephone Number  T CHANGE OF NAME  Updated Registration  (If none, check here	Statement,	ESS – Based on you	_	
EΝ	T CHANGE OF NAME Updated Registration	OR ADDRI Statement,	ESS – Based on you	_	lress.
ĒΝ	T CHANGE OF NAME Updated Registration (If none, check here	OR ADDRI Statement,	ESS – Based on you	_	lress. CLERK
EN	T CHANGE OF NAME Updated Registration (If none, check here Name of Legislative	OR ADDRI Statement,	ESS – Based on you	_	lress. CLERK
EN	T CHANGE OF NAME Updated Registration (If none, check here Name of Legislative	OR ADDRI Statement,  X ) Agent	ESS – Based on you	your name or add	lress. CLERK

Blue Ocean Devel	opment
Cincinnati Arts Ass	sociation
Cincinnati Ballet	
Cincinnati Barge 8	Rail Terminal
(The Sawyer Place	e Company)
Cincinnati USA Re	egional Chamber
Circle Developme	nt, LLC
CincyTech	
Madison & Stewar	t, LLC
Oakley Yards Dev	elopment, LLC
Paramount Redev	elopment Group, LLC
Paylt	
Transdev North A	merica, INC
Trinitas Ventures,	LLC
UC Health	
University of Cinci	nnati
Uptown Consortiu	m

		n Amended Statement (i.e., any only only on the OCCI.	change in an amount or a filing
YES	⊠ NO		
If yes, you are red	quired to compl	ete only the portion(s) you have a	mended.
TERMINATIONS - A	re you still eng	aged by all of the employers listed	d on page 1 of this form?
⊠ YES	□ NO		
If no, please list the termination.		Employers by whom you are no lional sheets if necessary).	onger engaged and the date of
Employer Nam	e		Date of Termination
ORDINANCES AND actively advocated du		•	s) and resolution(s) on which you
		•	s) and resolution(s) on which you  Description
actively advocated du	uring this repo	ting period.	
actively advocated du	uring this repo	Ordinance/Resolution #	Description
Employer Blue Ocean Develo	uring this repo	Ordinance/Resolution #	Description NWO

# C. DEFINITIONS

(If none, check here □)

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

#### D. FINANCIAL TRANSACTIONS

a.	Name of the public officer, employee, or staff member:
b.	Brief description of the purpose and nature of the transaction:
c.	Date the transaction was made or entered into:
d.	Other pertinent details:
(Attach a	an additional sheet for each public officer, employee, or staff member)
(	(If none, check here ⊠)
:	NOTE: If the Legislative Agent is required to disclose a financial transaction described in this Paragraph F, then the Legislative Agent shall <u>deliver a copy of such paragraph</u> which contains such information to the public office(s) of employee(s) identified therein, <u>at least ten (10) days before this form is filed</u> with the Clerk of Council.
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ALL SI INDIVII	GNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED DUAL.
Collogs	Marie Reynolds  Oliver M. Perpustus 130/20  Signature of Logiclative Agont  Pate
	n Marie Reynolds  Tint Name of Legislative Agent  Signature of Legislative Agent  Date

# **Clerk of Council**

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

Please check ALL that apply	
☐ Termination(s) of Engagement ☐ Change of Address ☐ Amended Statement  202001818	Ż

## LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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

Name of Legislative Agen	nt	Colleen (First)	Marie (Middle)	Reynolds (Last)
Occupation Govern	nment Aff	,	(	(
Business Address	255 E 5 <sup>th</sup>	Street	1900 Suite Numb	or .
Cincinnati	olicci	ОН	45202	<b></b>
City		State	Zip (+4)	
	, 540	) 832 - 5449		
Telephone Number  CHANGE OF NAME OF Updated Registration S  (If none, check here	statement, s	SS – Based on you	initial Registratio your name or add	n Statement o <u>r last</u> dress.
T CHANGE OF NAME O Updated Registration S	DR ADDRE	SS – Based on you	your name or add	aress.
T CHANGE OF NAME OF Updated Registration S  (If none, check here  Name of Legislative A	DR ADDRE	SS – Based on you state any changes in	your name or add	aress.
T CHANGE OF NAME OF Updated Registration S  (If none, check here  Name of Legislative A	DR ADDREStatement, s	SS – Based on you state any changes in	your name or add	aress.
T CHANGE OF NAME OF Updated Registration S  (If none, check here  Name of Legislative A	DR ADDREStatement, s	SS – Based on you state any changes in	your name or add	aress.

Blue Ocean Development
Cincinnati Arts Association
Cincinnati Ballet
Cincinnati Barge & Rail Terminal
(The Sawyer Place Company)
Cincinnati USA Regional Chamber
Circle Development, LLC
CincyTech
Madison & Stewart, LLC
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Paramount Redevelopment Group, LLC
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Transdev North America, INC
Trinitas Ventures, LLC
UC Health
University of Cincinnati
Uptown Consortium

## B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

ursuant to a dispute i		an Amended Statement (i.e., any or ision of the OCCI.	change in an amount or a filing
YES	⊠ NO		
If yes, you are re	quired to comp	plete only the portion(s) you have a	mended.
ERMINATIONS – A	re you still eng	gaged by all of the employers listed	on page 1 of this form?
⊠ YES	□ NO		
If no, please list the termination.		e Employers by whom you are no litional sheets if necessary).	onger engaged and the date of
Employer Nam	e		Date of Termination
ORDINANCES AND actively advocated du			s) and resolution(s) on which you
ctively advocated du			s) and resolution(s) on which you  Description
ctively advocated du  Employer	uring this repo	orting period.	
	uring this repo	Ordinance/Resolution #	Description

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

•	MOTION 202000809 dated 06/24/2020, submitted by Councilmember Landsman, calling on
	the City Administration to review the recommended neighborhood parking proposal as
	presenting by CUF community leaders in May of 2020 and provide and plan to fully fund and
	implement the proposal

(If none,	check	here	
-----------	-------	------	--

## C. DEFINITIONS

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

#### D. FINANCIAL TRANSACTIONS

a.	Name of the public officer, employmember:	oyee, or staff	
b.	Brief description of the purpose a transaction:	and nature of the	· · ·
c.	Date the transaction was made cinto:	or entered	
d.	Other pertinent details:		
•		officer, employee, or staff member)	
(	(If none, check here ⊠)		
1	Paragraph F, then the Legislative .	required to disclose a financial transaction Agent shall <u>deliver a copy of such paragra</u> e(s) of employee(s) identified therein, at le erk of Council.	aph which contains
1	If the foregoing provision is applica	able, indicate the date that such informatio	on was delivered:
EFFOR COMP! TO THI	RTS AND DUE DILIGENCE HAVE LETION OF THIS STATEMENT A E BEST OF HIS OR HER KNOWL	HEREBY CERTIFIES THAT ALL REASON BEEN UNDERTAKEN IN THE PREPAREM IN THAT THE CONTENTS ARE TRUE ALEDGE.  LEDGE.  L AND SIGNED PERSONALLY BY THE	ATION AND AND ACCURATE
INDIVIE		E AND GIONED, ENGONALET D. THE	117 117122
Colleen	n Marie Reynolds	Colleen M. Reywoods	7/30/20
Type or Pr	rint Name of Legislative Agent	Signature of Legislative Agent	Date

oakey yoros

# **Clerk of Council**

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

Please check ALL that app	ly
Termination(s) of Engage	gement
☐ Change of Address☐ Amended Statement	202001019

## LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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

	MATION			
ll Name of Legislative Age		olleen First)	Marie (Middle)	Reynolds (Last)
Occupation Gove	ernment Affair	S		
Business Address	255 E 5 <sup>th</sup> St	reet	1900 Suite Number	
Cincinnati		ОН	45202	
City		State	Zip (+4)	
Telephone Number	( 513 )	832 - 5449		
(If none, check here  Name of Legislative				
Name of Legislative			* 110	4.55
Address				
· ·				
· ·	Street			71. T.
Address	Street		Suite Number	
Address	Street	State	Suite Number Zip (+4)	C.C. Service Control of the Control

	Blue Ocean Development
	Cincinnati Arts Association
-	Cincinnati Ballet
1	Cincinnati Barge & Rail Terminal
	(The Sawyer Place Company)
	Cincinnati USA Regional Chamber
	Circle Development, LLC
	CincyTech
	Madison & Stewart, LLC
	Oakley Yards Development, LLC
	Paramount Redevelopment Group, LLC
	Paylt
-	Transdev North America, INC
	Trinitas Ventures, LLC
	UC Health
	University of Cincinnati
	Uptown Consortium

# B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

	ENT – Is this an Amended Statement (i.e., any of esolution decision of the OCCI.	change in an amount or a filing
YES	⊠ NO	
If yes, you are rec	quired to complete only the portion(s) you have a	amended.
TERMINATIONS — AI	re you still engaged by all of the employers listed	d on page 1 of this form?
⊠ YES	□ NO	
If no, please list the termination.	ne name of the Employers by whom you are no l (Attach additional sheets if necessary).	onger engaged and the date of
Employer Name		Date of Termination
actively advocated du	RESOLUTIONS – List the specific ordinance( uring this reporting period.	
actively advocated du  Employer	Ordinance/Resolution #	Description
actively advocated du  Employer  Blue Ocean Develo	Ordinance/Resolution #  opment 0228-2020	Description NWO
Employer Blue Ocean Develo CincyTech	Ordinance/Resolution # Opment 0228-2020 0189-2020	Description NWO FY21 Budget
actively advocated du  Employer  Blue Ocean Develo	Ordinance/Resolution #  opment 0228-2020	Description NWO

## C. DEFINITIONS

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

#### D. FINANCIAL TRANSACTIONS

a.	Name of the public officer, employee, or staff member:
b.	Brief description of the purpose and nature of the transaction:
C.	Date the transaction was made or entered into:
d.	Other pertinent details:
(Attach a	an additional sheet for each public officer, employee, or staff member)
(	(If none, check here ⊠)
!	NOTE: If the Legislative Agent is required to disclose a financial transaction described in this Paragraph F, then the Legislative Agent shall <u>deliver a copy of such paragraph</u> which contains such information to the public office(s) of employee(s) identified therein, <u>at least ten (10) days before this form is filed</u> with the Clerk of Council.
	If the foregoing provision is applicable, indicate the date that such information was delivered:
EFFOR COMPI TO THI	FICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT ALL REASONABLE RTS AND DUE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARATION AND LETION OF THIS STATEMENT AND THAT THE CONTENTS ARE TRUE AND ACCURATE E BEST OF HIS OR HER KNOWLEDGE.
ALL SI INDIVII	GNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED DUAL.
	n Marie Reynolds  Other M. Paywith  Tint Name of Legislative Agent  Signature of Legislative Agent  Date
Type or Pr	rint Name of Legislative Agent Signature of Legislative Agent Date I

paramount reductorment

# **Clerk of Council**

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

Please check ALL that apply	20201020
☐ Termination(s) of Engagen	
☐ Change of Address	
☐ Amended Statement	

## LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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

	MATION			
me of Legislative Age	ent	Colleen	Marie	Reynolds
		(First)	(Middle)	(Last)
Occupation Gove	rnment Aff	airs		
Business Address	255 E 5 <sup>th</sup>	Street	1900	
240555 / 144.555	Street	Olicci	Suite Numbe	er
Cincinnati		ОН	45202	
City		State	Zip (+4)	
Telephone Number	( 513	) 832 - 5449		
CHANGE OF NAME Jpdated Registration	OR ADDRE	SS – Based on you		
CHANGE OF NAME Updated Registration (If none, check here	OR ADDRE Statement, s	SS – Based on you		lress.
CHANGE OF NAME Jpdated Registration (If none, check here Name of Legislative	OR ADDRE Statement, s	SS – Based on you		
CHANGE OF NAME Updated Registration (If none, check here	OR ADDRE Statement, s	SS – Based on you		ress. GLE
CHANGE OF NAME Jpdated Registration (If none, check here Name of Legislative	OR ADDRE Statement, :X) Agent	SS – Based on you	ı your name or add	ress. GLE
CHANGE OF NAME Updated Registration (If none, check here Name of Legislative Address	OR ADDRE Statement, :X) Agent	SS – Based on you state any changes in	your name or add	ress. GLE

☑ January 1 through June 30, <b>2020</b> ☑ July 1 through December 31 2020	(Report due on or before July 31) (Report due on or before Jan. 31)

Blue Ocean Development
Cincinnati Arts Association
Cincinnati Ballet
Cincinnati Barge & Rail Terminal
(The Sawyer Place Company)
Cincinnati USA Regional Chamber
Circle Development, LLC
CincyTech
Madison & Stewart, LLC
Oakley Yards Development, LLC
Paramount Redevelopment Group, LLC
PayIt
Transdev North America, INC
Trinitas Ventures, LLC
UC Health
University of Cincinnati
Uptown Consortium

B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

	<b>ENT</b> – Is this an Amended Statement (i.e., any cesolution decision of the OCCI.	change in an amount or a filing
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If yes, you are req	uired to complete only the portion(s) you have a	mended.
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⊠ YES	□ NO	
If no, please list the termination.	e name of the Employers by whom you are no le (Attach additional sheets if necessary).	onger engaged and the date of
Employer Name		Date of Termination
actively advocated du	RESOLUTIONS – List the specific ordinance(string this reporting period.  Ordinance/Resolution #	
	ring this reporting period.  Ordinance/Resolution #	Description
Employer Blue Ocean Develop	Ordinance/Resolution #  oment 0228-2020	Description NWO
actively advocated du	ring this reporting period.  Ordinance/Resolution #	Description

## C. DEFINITIONS

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#### D. FINANCIAL TRANSACTIONS

a.	Name of the public officer, emplo member:	yee, or staff	
b.	Brief description of the purpose a transaction:	nd nature of the	
c.	Date the transaction was made o into:	r entered	
d.	Other pertinent details:		
	an additional sheet for each public (If none, check here $oxtimes$ )	officer, employee, or staff member)	
 	Paragraph F, then the Legislative A	equired to disclose a financial transaction Agent shall <u>deliver a copy of such paragra</u> e(s) of employee(s) identified therein, <u>at lear</u> erk of Council.	aph which contains
1	If the foregoing provision is applica	ble, indicate the date that such information	on was delivered:
EFFOR COMPI TO THE	RTS AND DUE DILIGENCE HAVE LETION OF THIS STATEMENT AID BEST OF HIS OR HER KNOWL	HEREBY CERTIFIES THAT ALL REASO BEEN UNDERTAKEN IN THE PREPAR ND THAT THE CONTENTS ARE TRUE A EDGE. - AND SIGNED PERSONALLY BY THE	ATION AND AND ACCURATE
Colleen	n Marie Reynolds	Colleen M. Reynolds	7/30/20
	rint Name of Legislative Agent	Signature of Legislative Agent	Date

# **Clerk of Council**

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

Please check ALL	that	appl	ly
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Termination(s) of Engagement Change of Address

Amended Statement

202001021

## LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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Enli Ni	lame of Logiclative Acc	nt	Colloon	Maria	Pownolds	
-uii in	lame of Legislative Age	#III	Colleen (First)	Marie (Middle)	Reynolds (Last)	
	Occupation Gove	rnmen	t Affairs	,,		
	Business Address	255 E	E 5 <sup>th</sup> Street	1900	)	
		Street		Suite Nun	nber	
	Cincinnati		OH	45202		
	City		State	Zip (+4)		
	City			, , ,		
GEN1	Telephone Number  T CHANGE OF NAME  Updated Registration		513 ) 832 - 544 DDRESS – Based or	9 n your initial Registrati	ddress.	
BEN7	Telephone Number T CHANGE OF NAME	OR AD	DDRESS – Based or ent, state any chang	9 n your initial Registrati	ddress.	LERK OF OC
SEN1	Telephone Number  T CHANGE OF NAME  Updated Registration	OR AD Statem	DDRESS – Based or ent, state any chang	9 n your initial Registrati	ddress.	
BEN7	Telephone Number  T CHANGE OF NAME  Updated Registration  (If none, check here	OR AD Statem	DDRESS – Based or ent, state any chang	9 n your initial Registrati	ddress.	
SEN1	Telephone Number  T CHANGE OF NAME Updated Registration  (If none, check here Name of Legislative	OR AD Statem	DDRESS – Based or ent, state any chang	9 n your initial Registrati	ddress.	LERKOF <sup>OC</sup> —
SEN1	Telephone Number  T CHANGE OF NAME Updated Registration  (If none, check here Name of Legislative	OR AD Statem X Agent	DDRESS – Based or ent, state any chang	9 n your initial Registrat ges in your name or a	ddress.	

☑ January 1 through June 30, <b>2020</b>	(Report due on or before July 31)
☐ July 1 through December 31 2020	(Report due on or before Jan. 31

Blue Ocean Development	
Cincinnati Arts Association	
Cincinnati Ballet	
Cincinnati Barge & Rail Terminal	
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Transdev North America, INC	
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UC Health	
University of Cincinnati	
Uptown Consortium	

B.	AMENDMENTS,	TERMINATIONS,	AND TYPES OF	LEGISLATION	
AM	IENDED STATEM	ENT – Is this an Am	ended Statement (i	.e anv change in a	11

	ENT – Is this an Amende esolution decision of the	`	change in an amount or a filing
☐ YES	⊠ NO		
If yes, you are req	uired to complete only th	e portion(s) you have a	amended.
TERMINATIONS - Ar	e you still engaged by all	of the employers listed	d on page 1 of this form?
⊠ YES	□ NO		
If no, please list the termination.	e name of the Employers (Attach additional shee		onger engaged and the date of
Employer Name	•		Date of Termination
	RESOLUTIONS – List the ring this reporting period	•	s) and resolution(s) on which you
Employer	Ordin	ance/Resolution#	Description
Blue Ocean Develo			NWO
CincyTech	0189-2		FY21 Budget
Oakley Yards	0227-2		PD
	<del></del>		

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

•	MOTION 202000809 dated 06/24/2020, submitted by Councilmember Landsman, calling on
	the City Administration to review the recommended neighborhood parking proposal as
	presenting by CUF community leaders in May of 2020 and provide and plan to fully fund and
	implement the proposal

(If none, check here □)

#### C. DEFINITIONS

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

#### D. FINANCIAL TRANSACTIONS

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Colleen Marie Reynolds  Colleen M. Prywells  Type or Print Name of Legislative Agent  Signature of Legislative Agent  Date	EFFOR COMPI TO THI	RTS AND DUE DILIGENCE HAVE LETION OF THIS STATEMENT A E BEST OF HIS OR HER KNOW! GNATURES MUST BE ORIGINA	BEEN UNDERTA AND THAT THE CO LEDGE.	KEN IN THE PREPARA ONTENTS ARE TRUE A	ATION AND AND ACCURATE
Type or Print Name of Legislative Agent Signature of Legislative Agent Date	College	n Marie Reynolds	(ollen M.	Reguella	1/30/20
			Signature of Legislative	Agent	Date

Cle	rk of Council			Please	e check ALL that	apply	11120	0102
	Plum Street, Room 30	3		□ <b>-</b>	maination(a) of E		Cocc	10/02
Cinci	nnati, Ohio 45202				rmination(s) of E ange of Address			
(513)	352-3246				nended Stateme			
LEG	ISLATIVE AGEN	T UPDA	TED RE	GISTR/	ATION STA	TEMENT		
This s	tatement must be filed with	the Clark of	Council by th	o loot day o	i laminami and tubi	annually Disc		
instruc	ctions and review Sections	112-1 to 112-	17, Cincinna	ti Municipal	Code, prior to filing	g. There is no f	fee for	
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STAT	30) days (the form may be EMENT IS GUILTY OF FA	obtained from LSIFICATION	n the Clerk.). N UNDER SE	ANY PERSO CTION 292	ON WHO KNOWI 1.13 OF THE OHE	NGLY FILES A F O REVISED CO	FALSE DF.	
WHIC	H IS A MISDEMEANOR O	F THE FIRS1	DEGREE.	Other related	prohibitions and p	penalties are cor	ntained in	
Sectio	n 112-99 of the Cincinnati	Municipal Co	de.					
A.	GENERAL INFOR	MATION		_				
Full N	lame of Legislative Age	ent	Colleen		Marie	Reyno	olds	
		•	(First)		(Middle)	(Last)		
	Occupation Gove	rnment Af	fairs					
	<b>Business Address</b>	255 E 5 <sup>tl</sup>	Street		190	0		
		Street		-	Suite Nur	nber		
	Cincinnati		ОН		45202			
	City		State		Zip (+4)			
	Telephone Number	( 513	) 832 -	5449			O FRY	OF COUNCE
AGEN	T CHANGE OF NAME Updated Registration							
	(If none, check here	<u>X</u> )						
	Name of Legislative	Agent					<del>- 31.14</del> 1.	.'20ak11:41
	Address							
	****	Street			Suite Nur	nber		
	City		State		Zip (+4)			
	Telephone Number	( )				· · · · · · · · · · · · · · · · · · ·		
Report	ting Period: Statement	filed for pe	riod coverii	ng (check	one and fill in ye	ear).		
$\boxtimes$	January 1 through Jur			(Report	due on or befor	e July 31)		
	July 1 through Decem	ber 31 2020	)	(Report	due on or befor	e Jan. 31)		

	Blue Ocean Development
	Cincinnati Arts Association
	Cincinnati Ballet
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AMENDED STATEM pursuant to a dispute r		n Amended Statement (i.e., any one of the OCCI.	change in an amount or a filing
YES	⊠ NO		
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TERMINATIONS - A	re you still enga	ged by all of the employers listed	d on page 1 of this form?
⊠ YES	□ NO		
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Employer Name	•		Date of Termination
			s) and resolution(s) on which you
actively advocated du		ing period.	
actively advocated du  Employer	ring this reporti	Ordinance/Resolution#	Description
actively advocated du	ring this reporti	ing period.	Description NWO
Employer Blue Ocean Develo	ring this reporti	Ordinance/Resolution #	Description
Employer Blue Ocean Develo CincyTech Oakley Yards  ADDITIONAL TYPES Registration Statement additional types of legis  MOTION 2020 the City Admin presenting by implement the	pment  S OF LEGISLA  t for all Employe slation to which  000809 dated 0 nistration to rev CUF communication	Ordinance/Resolution #  0228-2020  0189-2020  0227-2020  TION – Since your Initial Registrers listed on this form, give a brie any of your engagements related to the commended of the commended neighboriew the recommended neighbories.	Description  NWO  FY21 Budget  PD  ration Statement or last Updated f description of each of the column and co
Employer Blue Ocean Develo CincyTech Oakley Yards  ADDITIONAL TYPES Registration Statement additional types of legis  MOTION 2020 the City Admin	pment  S OF LEGISLA  t for all Employe slation to which  000809 dated 0 nistration to rev CUF communication	Ordinance/Resolution #  0228-2020  0189-2020  0227-2020  TION – Since your Initial Registrers listed on this form, give a brie any of your engagements related to the commended of the commended neighboriew the recommended neighbories.	Description NWO FY21 Budget PD  ration Statement or last Updated of description of each of the column colum

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/Attach	an additional about for each public officer, ampleyed, or staff member)
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Colloca	n Marie Reynolds (ollen M. Ruguella 1/30/20
	n Marie Reynolds  rint Name of Legislative Agent  Column M. Ruywolds  Signature of Legislative Agent  Date

# Clerk of Council 801 Plum Street, Room 308 Cincinnati, Ohio 45202 (513) 352-3246

Please check ALL that apply

Termination(s) of Engagement
Change of Address
Amended Statement

202001023

# LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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GENERAL INFOR	MATION		
II Name of Legislative Ag	ent Colleen (First)	Marie (Middle)	Reynolds (Last)
Occupation Gove	ernment Affairs		
Business Address	255 E 5 <sup>th</sup> Street	1900 Suite Numb	
Cincinnati	ОН	45202	
City	State	Zip (+4)	
Telephone Number	( 513 ) 832 - 544	9	
	E OR ADDRESS – Based or Statement, state any change		
Updated Registration	Statement, state any chang		dress.
Updated Registration	Statement, state any chang  X ) Agent	es in your name or ad	dress. CLERK
Updated Registration (If none, check here Name of Legislative	Statement, state any chang		dress. CLERK
Updated Registration (If none, check here Name of Legislative	Statement, state any chang  X ) Agent	es in your name or ad	dress. CLERK
Updated Registration (If none, check here Name of Legislative Address	Statement, state any chang  X ) Agent Street	es in your name or ad	dress. CLERK
Updated Registration (If none, check here Name of Legislative Address  City Telephone Number	Statement, state any chang  X ) Agent  Street	es in your name or ad  Suite Numb  Zip (+4)	oress. CLERK
Updated Registration (If none, check here Name of Legislative Address  City Telephone Number	Statement, state any changeX) Agent Street State ont filed for period covering (class)	es in your name or ad  Suite Numb  Zip (+4)	dress.  CLERK I  Der 817UL

Blue O	cean Development
Cincinn	nati Arts Association
Cincinn	nati Ballet
Cincinn	nati Barge & Rail Terminal
(The Sa	awyer Place Company)
Cincinn	nati USA Regional Chamber
Circle [	Development, LLC
CincyT	ech
Madiso	on & Stewart, LLC
Oakley	Yards Development, LLC
Paramo	ount Redevelopment Group, LLC
PayIt	
Transd	ev North America, INC
Trinitas	s Ventures, LLC
UC He	alth
Univers	sity of Cincinnati
Uptowr	n Consortium

B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION AMENDED STATEMENT - Is this an Amended Statement (i.e., any change in an amount or a filing pursuant to a dispute resolution decision of the OCCI. ☐ YES ⊠ NO If yes, you are required to complete only the portion(s) you have amended. TERMINATIONS - Are you still engaged by all of the employers listed on page 1 of this form? **⊠** YES П NO If no, please list the name of the Employers by whom you are no longer engaged and the date of (Attach additional sheets if necessary). termination. **Date of Termination Employer Name** ORDINANCES AND RESOLUTIONS - List the specific ordinance(s) and resolution(s) on which you actively advocated during this reporting period.

Employer	Ordinance/Resolution #	Description
Blue Ocean Development	0228-2020	NWO
CincyTech	0189-2020	FY21 Budget
Oakley Yards	0227-2020	PD

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

•	MOTION 202000809 dated 06/24/2020, submitted by Councilmember Landsman, calling on
	the City Administration to review the recommended neighborhood parking proposal as
	presenting by CUF community leaders in May of 2020 and provide and plan to fully fund and
	implement the proposal

/1£	2020	check	horo	
(II	none.	спеск	nere	1 1

## C. DEFINITIONS

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

#### D. FINANCIAL TRANSACTIONS

a.	Name of the public officer, employee, or staff member:
b.	Brief description of the purpose and nature of the transaction:
c.	Date the transaction was made or entered into:
d.	Other pertinent details:
(Attach a	an additional sheet for each public officer, employee, or staff member)
(	(If none, check here ⊠)
 	NOTE: If the Legislative Agent is required to disclose a financial transaction described in this Paragraph F, then the Legislative Agent shall <u>deliver a copy of such paragraph</u> which contains such information to the public office(s) of employee(s) identified therein, <u>at least ten (10) days before this form is filed</u> with the Clerk of Council.
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EFFOR	FICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT ALL REASONABLE RTS AND DUE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARATION AND LETION OF THIS STATEMENT AND THAT THE CONTENTS ARE TRUE AND ACCURATE E BEST OF HIS OR HER KNOWLEDGE.
ALL SI INDIVII	GNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED DUAL.
Colleer	Marie Reynolds (Velleen M. Reynolds 1/30/20
	n Marie Reynolds  This Name of Legislative Agent  Signature of Legislative Agent  Date

# Clerk of Council

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

Please check ALL that apply	•
☐ Termination(s) of Engagement ☐ Change of Address ☐ Amended Statement  202001024	L

## LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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Occupation Gove	ernment Aff	airs			_
Business Address	255 E 5 <sup>th</sup> Street	Street	1900 Suite Number		-
Cincinnati		ОН	45202		
City		State	Zip (+4)		•
Telephone Number	( 513	) 832 - 5449			
Updated Registration	Statement,		your initial Registration s in your name or addre		OF CE
	Statement, s	state any change	s in your name or addre	ess.	]F (1)
Updated Registration	Statement, sX) Agent	state any change		ess.	
Updated Registration (If none, check here Name of Legislative	Statement, s	state any change	s in your name or addre	ess.	
Updated Registration (If none, check here Name of Legislative	Statement, sX) Agent	state any change	s in your name or addre	ess.	-
Updated Registration  (If none, check here  Name of Legislative  Address	Statement, sX) Agent	state any change	s in your name or addre	ess.	-
Updated Registration  (If none, check here  Name of Legislative  Address  City  Telephone Number	Statement, s  X ) Agent Street	state any change	S in your name or addre	ajjul'	-
Updated Registration  (If none, check here  Name of Legislative  Address	Statement, s  X ) Agent Street	State  State	S in your name or addre	ess.	-

Blue Ocean Development
Cincinnati Arts Association
Cincinnati Ballet
Cincinnati Barge & Rail Terminal
(The Sawyer Place Company)
Cincinnati USA Regional Chamber
Circle Development, LLC
CincyTech
Madison & Stewart, LLC
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Trinitas Ventures, LLC
UC Health
University of Cincinnati
Uptown Consortium

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	presenting by CUF community leaders in May of 2020 and provide and plan to fully fund and
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(If	none,	check	here	$\square$ )
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## C. DEFINITIONS

"Staff" means any city employee whose official duties are to formulate policy <u>and</u> who exercises administrative or supervisory authority or who authorizes the expenditure of city funds. "Staff" is limited to

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d.	Other pertinent details:	
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	(app. 11 Para 11 - 1 - 1 - 1 - 1	
	n Marie Reynolds  Trint Name of Legislative Agent  Signature of Legislative Agent  Date	
Type or P	rint Name of Legislative Agent Signature of Legislative Agent V Date /	

university of

# **Clerk of Council**

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

Please check ALL that apply
☐ Termination(s) of Engagement ☐ Change of Address ☐ Amended Statement 20200102-5

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			(First)	(Middle)	(Last)	
	Occupation Gove	ernment Affa	irs			
	Business Address	255 E 5 <sup>th</sup> S	Street	1900		
		Street	<u> </u>	Suite Number	•	
	Cincinnati		ОН	45202		
	City		State	Zip (+4)		
	Telephone Number	( 513	) 832 - 5449			
	(If none, check here  Name of Legislative					
	Name of Legislative	Agent				
	Address					
	Address	Street		Suite Number	·	
	Address	Street	State	Suite Number		Qakili.
		Street()	State		813302	Çakî.
poi	City	_()		Zip (+4)	833302	Çarîlî

	Blue Ocean Development
	Cincinnati Arts Association
	Cincinnati Ballet
	Cincinnati Barge & Rail Terminal
	(The Sawyer Place Company)
	Cincinnati USA Regional Chamber
	Circle Development, LLC
-	CincyTech
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(If none, check here  $\square$ )

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	Marie Reynolds  Olum M. Reynolds  To Jan  Signature of Legislative Agent  Date
Type or Pr	int Name of Legislative Agent Signature of Legislative Agent Date

MAPONN

# **Clerk of Council**

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

Please check ALL that ap	ply
☐ Termination(s) of Enga☐ Change of Address	_
Amended Statement	202001026

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GENERAL INFOR				
Name of Legislative Ag	ent	Colleen	Marie	Reynolds
		(First)	(Middle)	(Last)
Occupation Gove	ernment Affa	airs		
Business Address	255 E 5 <sup>th</sup>	Street	1900	
	Street		Suite Number	
Cincinnati		ОН	45202	<u> </u>
City		State	Zip (+4)	
Telephone Number	( 513	) 832 - 5449		
Updated Registration (If none, check here	Statement, s			Statement or last ess.
Updated Registration	Statement, s	tate any changes ir	your name or addr	ess.
Updated Registration (If none, check here Name of Legislative	Statement, s	tate any changes ir		
Updated Registration	Statement, s	tate any changes ir	your name or addr	ess. 2
Updated Registration (If none, check here Name of Legislative	Statement, s  X ) Agent	tate any changes ir	your name or addr	ess. 2
Updated Registration (If none, check here Name of Legislative Address	Statement, s  X ) Agent	tate any changes in	your name or addr	ess. 2
Updated Registration  (If none, check here Name of Legislative Address  City Telephone Number	Statement, s  X ) Agent  Street	tate any changes in	Suite Number Zip (+4)	ess
Updated Registration (If none, check here Name of Legislative Address	Statement, s  X ) Agent  Street	tate any changes in	Suite Number Zip (+4)	ess
Updated Registration (If none, check here Name of Legislative Address  City Telephone Number	Street  ( )	State	Suite Number Zip (+4)	ess.

Blue Ocean Development
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B. A	AMENDMENTS,	TERMINATIONS,	AND TYPES	OF LEGISL	<b>ATION</b>
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AMENDED STATEMENT – Is th pursuant to a dispute resolution de	is an Amended Statement (i.e., any ecision of the OCCI.	change in an amount or a filing
☐ YES ⊠ NO		
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⊠ YES □ NO		
	he Employers by whom you are no liditional sheets if necessary).	onger engaged and the date of
Employer Name		Date of Termination
actively advocated during this re		1
Employer Blue Ocean Development	Ordinance/Resolution # 0228-2020	Description NWO
CincyTech	0189-2020	FY21 Budget
Oakley Yards	0227-2020	PD
ADDITIONAL TYPES OF LEGIS	LATION – Since your Initial Registr	ation Statement or last Updated
additional types of legislation to wh	loyers listed on this form, give a brie nich any of your engagements relate ed 06/24/2020, submitted by Coun	
	review the recommended neighbor	

## C. DEFINITIONS

implement the proposal

(If none, check here □)

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		C.O. 11 Con 200	7101
	n Marie Reynolds	Colleen W. Reprochs	1/30/20
Type or P	rint Name of Legislative Agent	Signature of Legislative Agent	Date

Blue

## **Clerk of Council**

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

Please check ALL that appl	у
☐ Termination(s) of Engag ☐ Change of Address ☐ Amended Statement	ement 20200102 <b>7</b> ,

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Occupation Government Affairs  Business Address 255 E 5 <sup>th</sup> Street 1900 Street Suite Number  Cincinnati OH 45202 City State Zip (+4)  Telephone Number (513) 977 - 8640  T CHANGE OF NAME OR ADDRESS — Based on your initial Registration Statement or last Updated Registration Statement, state any changes in your name or address.  (If none, check here X)  Name of Legislative Agent  Address  Street Suite Number	Name of Legislative Ag	ent Matt		Davis
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Updated Registration Statement, state any changes in your name or address.  (If none, check hereX)  Name of Legislative Agent  Address  Street Suite Number	Telephone Number	(513) 977 - 864	0	
Address Street Suite Number	T CHANGE OF NAMI Updated Registration	E OR ADDRESS – Based on Statement, state any chang	your initial Registration S	SS.
Street Suite Number	IT CHANGE OF NAMI Updated Registration (If none, check here	E OR ADDRESS – Based on Statement, state any change $X$	your initial Registration S	SS.
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	IT CHANGE OF NAMI Updated Registration (If none, check here Name of Legislative	E OR ADDRESS – Based on Statement, state any changeX)  Agent	your initial Registration S es in your name or addre	SS.
City         State         Zip (+4)         533000	IT CHANGE OF NAMI Updated Registration (If none, check here Name of Legislative	E OR ADDRESS – Based on Statement, state any changeX)  Agent	your initial Registration S es in your name or addre	ss. GLERK
Telephone Number ( )	IT CHANGE OF NAMI Updated Registration (If none, check here Name of Legislative Address	E OR ADDRESS — Based on Statement, state any changeX)  Agent Street	your initial Registration S es in your name or addre	SS.
3.5 (20) 10 10 10 10 10 10 10 10 10 10 10 10 10	T CHANGE OF NAMI Updated Registration	E OR ADDRESS – Based on Statement, state any chang	your initial Registration S	SS.

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	⊠ NO		
If yes, you are re	quired to complete only the	portion(s) you have	amended.
TERMINATIONS -	Are you still engaged by all	of the employers liste	ed on page 1 of this form?
⊠ YES	□ NO		
If no, please list termination.	the name of the Employers (Attach additional sheets		longer engaged and the date of
Employer Nan	ne		Date of Termination
ORDINANCES AND			Date of Termination  e(s) and resolution(s) on which you
ORDINANCES AND	RESOLUTIONS – List th uring this reporting period		
ORDINANCES AND	RESOLUTIONS – List th uring this reporting period Ordina	nce/Resolution#	e(s) and resolution(s) on which you
ORDINANCES AND actively advocated of Employer	RESOLUTIONS – List th uring this reporting period Ordina	nce/Resolution#	e(s) and resolution(s) on which you  Description

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(If none, check here □)

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

#### D. FINANCIAL TRANSACTIONS

a.	Name of the public officer, employee, or staff member:	
b.	Brief description of the purpose and nature of the transaction:	
C.	Date the transaction was made or entered into:	
d.	Other pertinent details:	
(Attach	an additional sheet for each public officer, employee, or staff me	ember.)
	(If none, check here X_)	
	NOTE: If the Legislative Agent is required to disclose a financial Paragraph F, then the Legislative Agent shall deliver a copy of such information to the public officer(s) of employee(s) identifies before this form is filed with the Clerk of Council.	such paragraph which contains
	If the foregoing provision is applicable, indicate the date that su	ch information was delivered:
AND D THIS S	FICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT A UE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPAR TATEMENT AND THAT THE CONTENTS ARE TRUE AND AC HER KNOWLEDGE.	ATION AND COMPLETION OF
	GNATURES MUST BE ORIGINAL AND SIGNED PERSONALL	Y BY THE NAMED
Matthe	w J. Davis	7/24/2020
Type or Pr	int Name of Legislative Agent Signature of Legislative Agent	Date

anumati Arts Association

## **Clerk of Council**

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

Please check ALL that app	ly
☐ Termination(s) of Engage ☐ Change of Address ☐ Amended Statement	gement 202001028

## LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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

GENER	AL INFOR	MATION			
Name of Le	gislative Age	ent N	/latt		Davis
			(First)	(Middle)	(Last)
Occupat	ion Gove	ernment Affa	irs		
Busines	s Address	255 E 5 <sup>th</sup> S	Street	1900	
		Street	<u> </u>	Suite Number	<u> </u>
Cincinn	ati		ОН	45202	
City			State	Zip (+4)	
NT CHANGI Updated I		Statement, sta		r initial Registration n your name or add	
NT CHANGI Updated I (If none, Name of	E <b>OF NAME</b> Registration	OR ADDRES Statement, sta	S – Based on you		
NT CHANGI Updated l	E OF NAME Registration check here	Statement, sta	S – Based on you	n your name or add	ress. 31പ്പ്
NT CHANGI Updated I (If none, Name of	E OF NAME Registration check here	OR ADDRES Statement, sta	S – Based on you		ress. 31പ്പ്
ENT CHANGI Updated I (If none, Name of	E OF NAME Registration check here	Statement, sta	S – Based on you	n your name or add	ress. 31പ്പ്

Blue Oc	ean Development
Cincinna	ati Arts Association
Cincinna	ati Ballet
Cincinna	ati Barge & Rail Terminal
(The Sa	wyer Place Company)
Circle D	evelopment, LLC
CincyTe	ech
Madisor	n & Stewart, LLC
Oakley `	Yards Development, LLC
Paramo	unt Redevelopment Group, LLC
PayIt	
Transde	ev North America, INC
Trinitas	Ventures, LLC
UC Hea	lth
Universi	ity of Cincinnati
Uptown	Consortium

## B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

(If none, check here □)

AMENDED STATEM pursuant to a dispute re		n Amended Statement (i.e., any oion of the OCCI.	change in an amount or a filing
☐ YES	⊠ NO		
If yes, you are req	uired to compl	ete only the portion(s) you have a	amended.
TERMINATIONS - Ar	e you still enga	aged by all of the employers listed	d on page 1 of this form?
⊠ YES	□ NO		
		Employers by whom you are no lonal sheets if necessary).	onger engaged and the date of
Employer Name	<b>)</b>		Date of Termination
ORDINANCES AND I			s) and resolution(s) on which you
			s) and resolution(s) on which you  Description
actively advocated du	ring this repor	ting period.	
actively advocated du	ring this repor	Ordinance/Resolution #	Description
Employer Blue Ocean Develo	ring this repor	Ordinance/Resolution #	Description NWO

## C. DEFINITIONS

1.

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

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

#### D. FINANCIAL TRANSACTIONS

financia	Il transaction:	
a.	Name of the public officer, employee, or staff member:	
b.	Brief description of the purpose and nature of the transaction:	
c.	Date the transaction was made or entered into:	
d.	Other pertinent details:	
(Attach	an additional sheet for each public officer, employee, or staff me	mber.)
	(If none, check here X)	
	NOTE: If the Legislative Agent is required to disclose a financial Paragraph F, then the Legislative Agent shall <u>deliver a copy of s</u> such information to the public officer(s) of employee(s) identified <u>before this form is filed</u> with the Clerk of Council.	uch paragraph which contains
	If the foregoing provision is applicable, indicate the date that such	h information was delivered:
AND D	FICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT A UE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARA TATEMENT AND THAT THE CONTENTS ARE TRUE AND AC HER KNOWLEDGE.	ATION AND COMPLETION OF
ALL SI	GNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY	BY THE NAMED
	w J. Davis	7/24/2020
Type or Pri	nt Name of Legislative Agent Signature of Legislative Agent	Date

# Clerk of Council 801 Plum Street, Room 308

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

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

Please check ALL that apply

202001029

## LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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

Α.	GENERAL INFOR	MATION		
Full	Name of Legislative Age	ent Matt		Davis
		(First)	(Middle)	(Last)
	Occupation Gove	rnment Affairs		
	Business Address	255 E 5 <sup>th</sup> Street	1900 Suite Numbe	<u> </u>
	Cincinnati	ОН	45202	
	City	State	Zip (+4)	
	Telephone Number	( 513 ) 977 - 864	.0	
AGE		OR ADDRESS – Based or Statement, state any change		
AGE	Updated Registration (If none, check here	Statement, state any chang	es in your name or add	
AGE	Updated Registration (If none, check here Name of Legislative	Statement, state any chang		ress.
AGE	Updated Registration  (If none, check here  Name of Legislative	Statement, state any chang	es in your name or add	ress. 음교교교
AGE	Updated Registration  (If none, check here  Name of Legislative	Statement, state any chang  X )  Agent	es in your name or add	ress. 
AGE	Updated Registration  (If none, check here  Name of Legislative  Address	Statement, state any chang  X )  Agent  Street	es in your name or add	ress. 
	Updated Registration  (If none, check here Name of Legislative Address  City Telephone Number	Statement, state any chang  X )  Agent  Street	Suite Numbe Zip (+4)	1 Sudda 17

Blue Ocean Development
Cincinnati Arts Association
Cincinnati Ballet
Cincinnati Barge & Rail Terminal
(The Sawyer Place Company)
Circle Development, LLC
CincyTech
Madison & Stewart, LLC
Oakley Yards Development, LLC
Paramount Redevelopment Group, LLC
PayIt
Transdev North America, INC
Trinitas Ventures, LLC
UC Health
University of Cincinnati
 Uptown Consortium

B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

If yes, you are require	ad to complete only the particular very beau	
	ed to complete only the portion(s) you have	e amended.
ERMINATIONS – Are yo	ou still engaged by all of the employers list	ted on page 1 of this form?
⊠ YES □	] NO	
	name of the Employers by whom you are n Attach additional sheets if necessary).	o longer engaged and the date of
Employer Name		Date of Termination
	SOLUTIONS – List the specific ordinance g this reporting period.	
RDINANCES AND RES		ce(s) and resolution(s) on which you
RDINANCES AND REStively advocated during	g this reporting period.  Ordinance/Resolution #	ce(s) and resolution(s) on which you
PRDINANCES AND RES	g this reporting period.  Ordinance/Resolution #	ce(s) and resolution(s) on which you  Description

the City Administration to review the recommended neighborhood parking proposal as presenting by CUF community leaders in May of 2020 and provide and plan to fully fund and

implement the proposal

(If none, check here □)

## C. DEFINITIONS

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

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

#### D. FINANCIAL TRANSACTIONS

a.	Name of the public officer, employee, or staff member:	
b.	Brief description of the purpose and nature of the transaction	n:
c. d.	Date the transaction was made or entered into:  Other pertinent details:	
(Attach	an additional sheet for each public officer, employee, or sta	ff member.)
	(If none, check hereX)	
	NOTE: If the Legislative Agent is required to disclose a final Paragraph F, then the Legislative Agent shall <u>deliver a copy</u> such information to the public officer(s) of employee(s) identified this form is filed with the Clerk of Council.	of such paragraph which contains
	If the foregoing provision is applicable, indicate the date that	at such information was delivered:
AND D	FICATION: THE UNDERSIGNED HEREBY CERTIFIES THOUE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PRESTATEMENT AND THAT THE CONTENTS ARE TRUE AND RHER KNOWLEDGE.	PARATION AND COMPLETION OF
INDIVI	DAM.	
	rint Name of Legislative Agent Signature of Legislative Agent	7/24/2020  Date
. , po o. 1		the second second

Camper place

## **Clerk of Council**

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

Please check	ALL	that apply	
_			

☐ Termination(s) of Engagement☐ Change of Address

☐ Amended Statement

202001030

## LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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

A.	GENERAL INFORM	IATION		
Full	Name of Legislative Ager	nt Matt		Davis
		(First)	(Middle)	(Last)
	Occupation Gover	nment Affairs		
	Business Address	255 E 5 <sup>th</sup> Street	1900	
	-	Street	Suite Number	
	Cincinnati	OH	45202	
	City	State	Zip (+4)	
	Telephone Number	( 513 ) 977 - 8640		
	Updated Registration S	OR ADDRESS – Based on yo Statement, state any changes		
		Statement, state any changes		
	Updated Registration S  (If none, check here	Statement, state any changes		ess.
	Updated Registration S  (If none, check here  Name of Legislative A	Statement, state any changes		ess.
	Updated Registration S  (If none, check here  Name of Legislative A	Statement, state any changes  X )  gent	s in your name or addr	ess.
	Updated Registration S  (If none, check here  Name of Legislative A  Address	Statement, state any changes  X )  gent  Street	s in your name or addre	ess.
	Updated Registration S  (If none, check here  Name of Legislative A  Address  City  Telephone Number	Statement, state any changes  X )  gent  Street	Suite Number Zip (+4)	ess.

Blue Ocean Development
 Cincinnati Arts Association
 Cincinnati Ballet
 Cincinnati Barge & Rail Terminal
(The Sawyer Place Company)
Circle Development, LLC
CincyTech
Madison & Stewart, LLC
Oakley Yards Development, LLC
 Paramount Redevelopment Group, LLC
PayIt
Transdev North America, INC
 Trinitas Ventures, LLC
UC Health
University of Cincinnati
Uptown Consortium

# B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

(If none, check here □)

AMENDED STAT pursuant to a dispu		s an Amended Statement (i.e., any cision of the OCCI.	change in an amount or a filing
☐ YES	⊠ NO		
If yes, you are	required to com	plete only the portion(s) you have a	amended.
TERMINATIONS -	- Are you still er	gaged by all of the employers listed	d on page 1 of this form?
⊠ YES	□ NO		
If no, please listermination.		ne Employers by whom you are no l ditional sheets if necessary).	longer engaged and the date of
Employer Na	ıme		Date of Termination
ORDINANCES AN actively advocated			(s) and resolution(s) on which you
Employer		Ordinance/Resolution #	Description
Blue Ocean Dev	elopment	0228-2020	NWO
CincyTech		0189-2020	FY21 Budget
Oakley Yards		0227-2020	PD
		LATION – Since your Initial Registr byers listed on this form, give a brie	

## C. DEFINITIONS

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

#### D. FINANCIAL TRANSACTIONS

manoic	ar transaction.	
a.	Name of the public officer, employee, or staff member:	
b.	Brief description of the purpose and nature of the transaction:	
C.	Date the transaction was made or entered into:	
d.	Other pertinent details:	
(Attach	an additional sheet for each public officer, employee, or staff me (If none, check here)  NOTE: If the Legislative Agent is required to disclose a financial	*
	Paragraph F, then the Legislative Agent shall deliver a copy of such information to the public officer(s) of employee(s) identified before this form is filed with the Clerk of Council.	such paragraph which contains
	If the foregoing provision is applicable, indicate the date that such	ch information was delivered:
AND D THIS S	FICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT A UE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPAR TATEMENT AND THAT THE CONTENTS ARE TRUE AND AC R HER KNOWLEDGE.	ATION AND COMPLETION OF
ALL SI	GNATURES MUST BE ORIGINAL AND SIGNED PERSONALL	Y BY THE NAMED
	w J. Davis	7/24/2020
Type or Pr	int Name of Legislative Agent Signature of Legislative Agent	Date

GRUE BENEADPMENT

## **Clerk of Council**

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

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

Please check ALL that apply

202001031

## LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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A.	GENERAL INFOR	MATION		
Full	Name of Legislative Age			Davis
	_	(First)	(Middle)	(Last)
	Occupation Gove	ernment Affairs		
	<b>Business Address</b>	255 E 5 <sup>th</sup> Street	1900	
		Street	Suite Number	
	Cincinnati	OH	45202	<u>ouerkof dou</u>
	City	State	Zip (+4)	The second secon
	Telephone Number	( 513 ) 977 - 8640		
AGEI	Updated Registration	OR ADDRESS – Based on you Statement, state any changes in		
AGEI		Statement, state any changes in X )	n your name or address	
AGEI	Updated Registration (If none, check here	Statement, state any changes in X )		·
\GEI	Updated Registration  (If none, check here  Name of Legislative	Statement, state any changes in X )	n your name or address	
AGEI	Updated Registration  (If none, check here  Name of Legislative	Statement, state any changes inX)  Agent	n your name or address	·
AGEI	Updated Registration  (If none, check here  Name of Legislative  Address	Statement, state any changes inX)  Agent Street	n your name or address  Suite Number	<u>81JU-7</u> 0F#%
	Updated Registration  (If none, check here Name of Legislative Address  City Telephone Number	Statement, state any changes inX)  Agent Street	Suite Number Zip (+4)	<u>81JU-7</u> 0F#%

	Blue Ocean Development
	Cincinnati Arts Association
	Cincinnati Ballet
	Cincinnati Barge & Rail Terminal
	(The Sawyer Place Company)
	Circle Development, LLC
	CincyTech
	Madison & Stewart, LLC
	Oakley Yards Development, LLC
	Paramount Redevelopment Group, LLC
_	Paylt
	Transdev North America, INC
	Trinitas Ventures, LLC
	UC Health
	University of Cincinnati
	Uptown Consortium

# B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

	NT – Is this an Amended State solution decision of the OCCI.	ement (i.e., any c	hange in an amount or a filing
YES	⊠ NO		
If yes, you are requ	rired to complete only the porti	on(s) you have ar	mended.
ERMINATIONS — Are	e you still engaged by all of the	employers listed	on page 1 of this form?
⊠ YES	□ NO		
If no, please list the termination.	e name of the Employers by wh (Attach additional sheets if ne		onger engaged and the date of
Employer Name			Date of Termination
	ESOLUTIONS – List the speing this reporting period.	cific ordinance(s	s) and resolution(s) on which you
	ing this reporting period.	cific ordinance(s	and resolution(s) on which you  Description
actively advocated dur	ing this reporting period.  Ordinance/I	,	, , , , , , , , , , , , , , , , , , , ,
actively advocated duri	ing this reporting period.  Ordinance/l	,	Description

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

•	MOTION 202000809 dated 06/24/2020, submitted by Councilmember Landsman, calling on the City Administration to review the recommended neighborhood parking proposal as presenting by CUF community leaders in May of 2020 and provide and plan to fully fund and implement the proposal
	(If none, check here □)

## C. DEFINITIONS

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

#### D. FINANCIAL TRANSACTIONS

a.	Name of the public office	er, employee, or staff mem	ber:
b.	Brief description of the	purpose and nature of the t	ransaction:
C.	Date the transaction wa	s made or entered into:	
d.	Other pertinent details:		
(Attach	an additional sheet for e	each public officer, employe	ee, or staff member.)
	(If none, check here	X)	
	Paragraph F, then the I such information to the	egislative Agent shall deliv	ose a financial transaction described in this ver a copy of such paragraph which contains ee(s) identified therein, at least ten (10) day
	If the foregoing provision	n is applicable, indicate the	e date that such information was delivered:
AND D THIS S	UE DILIGENCE HAVE I	BEEN UNDERTAKEN IN T	FIES THAT ALL REASONABLE EFFORT HE PREPARATION AND COMPLETION O RUE AND ACCURATE TO THE BEST OF
ALL SI		ORIGINAL AND SIGNED I	PERSONALLY BY THE NAMED
	w J. Davis	MA	7/24/2020
Type or Pr	int Name of Legislative Agent	Signature of Legislative Agent	Date

Gruy Tech

# **Clerk of Council**

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

Please check ALL that apply
☐ Termination(s) of Engagement ☐ Change of Address ☐ Amended Statement  202001032

## LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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

	ENAL INFOR	MATION			
ll Name of	Legislative Age	ent M	att		Davis
	_		First)	(Middle)	(Last)
Occup	pation <u>Gove</u>	ernment Affair	rs		
Busin	ess Address	255 E 5 <sup>th</sup> St	treet	1900	
		Street	11	Suite Number	•
Cinci	innati		ОН	45202	
01110			State	Zip (+4)	
City			0.0.0	• • •	
City Telep ENT CHAN Update		Statement, sta	) 977 - 8640 S – Based on you	r initial Registration your name or addi	Statement or last ress.
City Telep ENT CHAN Update	NGE OF NAME ed Registration	OR ADDRESS Statement, sta	) 977 - 8640 S – Based on you te any changes in		ress. CLC-KA
City Telep ENT CHAN Update	NGE OF NAME ed Registration ne, check here e of Legislative	OR ADDRESS Statement, sta  X ) Agent	) 977 - 8640 S – Based on you te any changes in	your name or add	ress. CLC-KA
City Telep ENT CHAN Update (If nor	NGE OF NAME ed Registration ne, check here e of Legislative	OR ADDRESS Statement, sta	) 977 - 8640 S – Based on you te any changes in	your name or add	ress.
City Telep ENT CHAN Update (If nor Name	NGE OF NAME ed Registration ne, check here e of Legislative	OR ADDRESS Statement, sta  X ) Agent	) 977 - 8640 S – Based on you te any changes in	your name or add	ress.
City Telep ENT CHAN Update (If nor	NGE OF NAME ed Registration ne, check here e of Legislative	OR ADDRESS Statement, sta  X ) Agent	) 977 - 8640 S – Based on you te any changes in	your name or add	ress.

	Blue Ocean Development
	Cincinnati Arts Association
	Cincinnati Ballet
	Cincinnati Barge & Rail Terminal
_	(The Sawyer Place Company)
	Circle Development, LLC
	CincyTech
	Madison & Stewart, LLC
_	Oakley Yards Development, LLC
	Paramount Redevelopment Group, LLC
_	Paylt
	Transdev North America, INC
	Trinitas Ventures, LLC
	UC Health
	University of Cincinnati
	Uptown Consortium

# B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

(If none, check here □)

AMENDED STATEME pursuant to a dispute re-		Amended Statement (i.e., any on of the OCCI.	change in an amount or a filing
YES	⊠ NO		
If yes, you are requ	ired to complet	e only the portion(s) you have a	mended.
TERMINATIONS – Are	you still engag	ged by all of the employers listed	I on page 1 of this form?
⊠ YES	□NO		
If no, please list the termination.		mployers by whom you are no longle no longle no longle nal sheets if necessary).	onger engaged and the date of
Employer Name			Date of Termination
ORDINANCES AND R actively advocated duri			s) and resolution(s) on which you
Employer		Ordinance/Resolution #	Description
Blue Ocean Develop	ment	0228-2020	NWO
CincyTech		0189-2020	FY21 Budget
Oakley Yards		0227-2020	PD
ADDITIONAL TYPES			

## C. DEFINITIONS

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#### D. FINANCIAL TRANSACTIONS

Salahara salahara 1	public officer or employee, then the following information cial transaction:	n is required with respect to each such
a.	Name of the public officer, employee, or staff member	;
b.	Brief description of the purpose and nature of the trans	saction:
C.	Date the transaction was made or entered into:	
d.	Other pertinent details:	
(Attac	ch an additional sheet for each public officer, employee,  (If none, check hereX)	or staff member.)
	NOTE: If the Legislative Agent is required to disclose Paragraph F, then the Legislative Agent shall deliver a such information to the public officer(s) of employee(s before this form is filed with the Clerk of Council.	a copy of such paragraph which contains
	If the foregoing provision is applicable, indicate the da	ate that such information was delivered:
AND THIS HIS C	TIFICATION: THE UNDERSIGNED HEREBY CERTIFIEDUE DILIGENCE HAVE BEEN UNDERTAKEN IN THE STATEMENT AND THAT THE CONTENTS ARE TRUEDR HER KNOWLEDGE.  SIGNATURES MUST BE ORIGINAL AND SIGNED PERFIDUAL.	PREPARATION AND COMPLETION OF EAND ACCURATE TO THE BEST OF
	Print Name of Legislative Agent Signature of Legislative Agent	7/24/2020

# **Clerk of Council**

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

Please check ALL that app	ily
☐ Termination(s) of Engage ☐ Change of Address ☐ Amended Statement	gement <i>20200103</i> 3

## LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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Name of Legisla	ative Age	ent	Matt		Davis
			(First)	(Middle)	(Last)
Occupation	Gove	ernment Aff	airs		
Business Ad	dress	255 E 5 <sup>th</sup>	Street	1900	
		Street		Suite Numbe	r
Cincinnati			ОН	45202	
City			State	Zip (+4)	
	F <b>NAME</b> istration	Statement, s		ır initial Registratior n your name or add	
NT CHANGE OI Updated Reg	F NAME istration ck here	OR ADDRE Statement, s	SS – Based on you		Statement or last
NT CHANGE OI Updated Regi	F NAME istration ck here	OR ADDRE Statement, s	SS – Based on you		Statement or last
NT CHANGE OF Updated Reging (If none, che Name of Leg	F NAME istration ck here	OR ADDRE Statement, s	SS – Based on you		n Statement or last ress.
NT CHANGE OF Updated Reging (If none, che Name of Leg	F NAME istration ck here	Statement, s  X ) Agent	SS – Based on you	n your name or add	statement or last ress.
IT CHANGE OF Updated Reginance (If none, cheen Name of Legardan Address	F NAME istration ock here	Statement, s  X ) Agent	SS – Based on you	n your name or add	statement or last ress.

Blue Ocean Development
Cincinnati Arts Association
Cincinnati Ballet
Cincinnati Barge & Rail Terminal
(The Sawyer Place Company)
Circle Development, LLC
CincyTech
Madison & Stewart, LLC
Oakley Yards Development, LLC
Paramount Redevelopment Group, LLC
Paylt
Transdev North America, INC
Trinitas Ventures, LLC
UC Health
University of Cincinnati
Uptown Consortium

pursi	NDED STATEME real to a dispute re		n Amended Statement (i.e., any o ion of the OCCI.	change in an amount or a filing
	YES	⊠ NO		
	lf yes, you are requ	uired to comple	ete only the portion(s) you have a	mended.
ΓER	MINATIONS — Are	e you still enga	aged by all of the employers listed	on page 1 of this form?
	⊠ YES	□NO		
	If no, please list the termination.		Employers by whom you are no lonal sheets if necessary).	onger engaged and the date of
	Employer Name			Date of Termination
activ	ely advocated dur		ting period.	s) and resolution(s) on which you
ectiv Em	ely advocated dur ployer	ing this repor	ordinance/Resolution#	Description
Em Blu	ely advocated dur	ing this repor	ting period.	<del></del>

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

•	MOTION 202000809 dated 06/24/2020, submitted by Councilmember Landsman, calling on the City Administration to review the recommended neighborhood parking proposal as presenting by CUF community leaders in May of 2020 and provide and plan to fully fund and implement the proposal
	(If none, check here □)

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

#### D. FINANCIAL TRANSACTIONS

such pu			ative Code, or any member of the staff* of ation is required with respect to each such
a.	Name of the public office	cer, employee, or staff mer	nber:
b.	Brief description of the	purpose and nature of the	transaction:
	-		
C.	Date the transaction wa	as made or entered into:	
d.	Other pertinent details:		4
(Attach	(If none, check here	e Agent is required to disc Legislative Agent shall deli public officer(s) of employ with the Clerk of Council.	lose a financial transaction described in this ver a copy of such paragraph which contains ee(s) identified therein, at least ten (10) days e date that such information was delivered:
AND D THIS S HIS OR	UE DILIGENCE HAVE I TATEMENT AND THAT R HER KNOWLEDGE.	BEEN UNDERTAKEN IN <sup>-</sup> Γ THE CONTENTS ARE T	IFIES THAT ALL REASONABLE EFFORTS THE PREPARATION AND COMPLETION O RUE AND ACCURATE TO THE BEST OF PERSONALLY BY THE NAMED
<b>NDIVI</b> Matthe	DUAL. w J. Davis	Signature of Proislative Agent	7/24/2020
Type or Pr	int Name of Legislative Agent	Signature of Proislative Agent	Date

cakey yorks

### **Clerk of Council**

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

Please check ALL that apply
☐ Termination(s) of Engagement ☐ Change of Address ☐ Amended Statement 202001034

### LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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		MATION			
l Name of Legi	slative Age	ent	Matt		Davis
			(First)	(Middle)	(Last)
Occupatio	n <u>Gove</u>	ernment Af	fairs		
Business	Address	255 E 5 <sup>th</sup>	Street	1900	)
		Street		Suite Num	
Cincinna	ti		ОН	45202	
			State	Zip (+4)	
City			0.0.0		
Telephone  NT CHANGE	OF NAME	Statement,	) 977 - 8640 ESS – Based on		
Telephone  NT CHANGE  Updated Re	OF NAME egistration heck here	Statement,	) 977 - 8640 ESS – Based on	your initial Registration	on Statement or last Idress. GLER
Telephone  INT CHANGE  Updated Re  (If none, c	OF NAME egistration heck here	Statement,	) 977 - 8640 ESS – Based on	your initial Registration	on Statement or last Idress.
Telephone  NT CHANGE  Updated Re  (If none, c	OF NAME egistration heck here	Statement,	) 977 - 8640 ESS – Based on	your initial Registration	ddress. GER
Telephone  NT CHANGE  Updated Re  (If none, c  Name of L  Address	OF NAME egistration heck here	Statement, X ) Agent	) 977 - 8640 ESS – Based on state any change	your initial Registrations in your name or ac	ddress. GER
Telephone  NT CHANGE  Updated Re  (If none, c	OF NAME egistration heck here	Statement, X ) Agent	) 977 - 8640 ESS – Based on	your initial Registrations in your name or ac	Idress.

Blue Ocean Development
Cincinnati Arts Association
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Oakley Yards Development, LLC
Paramount Redevelopment Group, LLC
PayIt
Transdev North America, INC
Trinitas Ventures, LLC
UC Health
University of Cincinnati
Uptown Consortium

pursuant to a dispute	MENT – Is this e resolution dec	cision of the OCCI.	
YES	⊠ NO		
If yes, you are re	equired to com	pplete only the portion(s) you have a	mended.
TERMINATIONS -	Are you still en	ngaged by all of the employers listed	on page 1 of this form?
⊠ YES	□ NO		
If no, please list termination.		ne Employers by whom you are no l ditional sheets if necessary).	onger engaged and the date of
Employer Nan	ne		Date of Termination
		ONS – List the specific ordinance( porting period.	s) and resolution(s) on which you
			s) and resolution(s) on which you  Description
actively advocated o	during this rep	orting period.	1
actively advocated of Employer	during this rep	Ordinance/Resolution #	Description
Employer Blue Ocean Deve	during this rep	Ordinance/Resolution #	Description NWO

presenting by CUF community leaders in May of 2020 and provide and plan to fully fund and

implement the proposal

(If none, check here □)

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

#### D. FINANCIAL TRANSACTIONS

	iblic officer or employee, then the following information is required at transaction:	ed with respect to each such
a.	Name of the public officer, employee, or staff member:	
b.	Brief description of the purpose and nature of the transaction:	
c. d.	Date the transaction was made or entered into:  Other pertinent details:	
(Attach	an additional sheet for each public officer, employee, or staff med (If none, check hereX)  NOTE: If the Legislative Agent is required to disclose a financial Paragraph F, then the Legislative Agent shall deliver a copy of so such information to the public officer(s) of employee(s) identified before this form is filled with the Clerk of Council.  If the foregoing provision is applicable, indicate the date that such	al transaction described in this such paragraph which contains d therein, at least ten (10) days
AND D THIS S HIS OR	FICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT A UE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPAR TATEMENT AND THAT THE CONTENTS ARE TRUE AND AC HER KNOWLEDGE.	ATION AND COMPLETION OF CURATE TO THE BEST OF
INDIVID	GNATURES MUST BE ORIGINAL AND SIGNED PERSONALL DUAL. w J. Davis	Y BY THE NAMED  7/24/2020
	w J. Davis	Date

paramount redevelopment

### **Clerk of Council**

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

Please check ALL that a	pply
☐ Termination(s) of Eng ☐ Change of Address ☐ Amended Statement	gagement 202001035

### LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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A.	GENERAL INFOR	MATION				
Full	Name of Legislative Age	ent	Matt		Davis	
	0		(First)	(Middle)	(Last)	
	Occupation Gove	ernment Affa	airs			
	<b>Business Address</b>	255 E 5th	Street	1900		
		Street		Suite Number		
	Cincinnati		ОН	45202		F COUNC
	City		State	Zip (+4)		37 <b>6</b> 00046
	Telephone Number	( 513	) 977 - 8640			
AGEN	Updated Registration	Statement, st				
AGEN	Updated Registration  (If none, check here  Name of Legislative	Statement, st		your name or addres		)PM1:11
AGEN	Updated Registration  (If none, check here	Statement,	ate any changes in	your name or addres	ss.	DPM1:11
AGEN	Updated Registration  (If none, check here  Name of Legislative	Statement, st	ate any changes in	your name or addres	ss.	ÌPM1:11
AGEN	Updated Registration  (If none, check here  Name of Legislative	Statement,	ate any changes in	your name or addres	ss.	jek1:11
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AGEN	Updated Registration  (If none, check here  Name of Legislative  Address	Statement,	ate any changes in	your name or address	ss.	irmi:li
	Updated Registration  (If none, check here  Name of Legislative  Address	Statement,	sate any changes in	your name or address Suite Number Zip (+4)	ss.	irmili
Repo	Updated Registration  (If none, check here Name of Legislative Address  City Telephone Number	Statement,	State  Od covering (check (Report	your name or address Suite Number Zip (+4)	y 31)	irkili

Blu	e Ocean Development
Cin	cinnati Arts Association
Cin	ncinnati Ballet
Cin	ncinnati Barge & Rail Terminal
(Th	ne Sawyer Place Company)
Circ	cle Development, LLC
Cin	ncyTech
Ma	dison & Stewart, LLC
Oal	kley Yards Development, LLC
Par	ramount Redevelopment Group, LLC
Pay	ylt
Tra	nsdev North America, INC
Trir	nitas Ventures, LLC
UC	Health
Uni	iversity of Cincinnati
Upt	town Consortium

AMENDED STATEM oursuant to a dispute r		n Amended Statement (i.e., any on of the OCCI.	change in an amount or a filing
YES	⊠ NO		
If yes, you are red	quired to comple	ete only the portion(s) you have a	mended.
TERMINATIONS – A	re you still enga	ged by all of the employers listed	on page 1 of this form?
⊠ YES	□ NO		
If no, please list the termination.		Employers by whom you are no lonal sheets if necessary).	onger engaged and the date of
Employer Name	е		Date of Termination
		- FF-07 (1) (1)	
ORDINANCES AND actively advocated du		•	s) and resolution(s) on which you
Employer		Ordinance/Resolution #	Description
Lilibiolei			
Blue Ocean Develo	pment	0228-2020	NWO
	pment	0228-2020 0189-2020	NWO FY21 Budget

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

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	(If none, check here □)

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#### D. FINANCIAL TRANSACTIONS

a.	Name of the public office	er, employee, or staff men	nber:
b.	Brief description of the	purpose and nature of the t	ransaction:
C.	Date the transaction wa	s made or entered into:	
d.	Other pertinent details:		
(Attach	an additional sheet for e	each public officer, employo	ee, or staff member.)
	Paragraph F, then the I such information to the	egislative Agent shall deliv	ose a financial transaction described in this ver a copy of such paragraph which contains ee(s) identified therein, at least ten (10) days
	If the foregoing provision	n is applicable, indicate the	e date that such information was delivered:
AND D	UE DILIGENCE HAVE	BEEN UNDERTAKEN IN T	FIES THAT ALL REASONABLE EFFORTS THE PREPARATION AND COMPLETION OF RUE AND ACCURATE TO THE BEST OF
INDIVID		No. 11	PERSONALLY BY THE NAMED  7/24/2020
Type or Pri	nt Name of Legislative Agent	Signature of Legislative Agent	

payIt

### **Clerk of Council**

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

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

Please check ALL that apply

202001036

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GENERAL INFO	PRMATION				
ull Name of Legislative A	Agent	Matt		Davis	_
		(First)	(Middle)	(Last)	
Occupation Go	vernment A	Affairs			_
Business Address	255 E 5	Street Street	1900 Suite Number		-
Cincinnati		ОН	45202		
City		State	Zip (+4)		-
Telephone Numbe	er ( 51:	3 ) 977 - 8640		~ E3¥	( OF COUNC
	on Statemen	RESS – Based on you t, state any changes in			
	on Statemen				
Updated Registration	on Statemen			ss.	!20pwl:ll
Updated Registration (If none, check he	on Statemen			ss.	<u>'2</u> 0рк1:1)
Updated Registration (If none, check he	on Statemen		your name or addre	ss.	'20PW1:11.
Updated Registration (If none, check he Name of Legislation Address	on Statemen ere X ) ve Agent Street	t, state any changes in	your name or addre	ss.	<u>'2</u> ОРЖ1:1)
Updated Registration (If none, check he Name of Legislation Address	on Statemen ereX) ve Agent  Street er _(	s, state any changes in	your name or addre	ss.	/20РЖ1:1)

Blue Ocean Development
Cincinnati Arts Association
Cincinnati Ballet
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Trinitas Ventures, LLC
UC Health
University of Cincinnati
Uptown Consortium

AMENDED STATEMI pursuant to a dispute re			change in an amount or a filing
YES	⊠ NO		
If yes, you are req	uired to complete onl	y the portion(s) you have a	mended.
TERMINATIONS - Ar	e you still engaged by	y all of the employers listed	on page 1 of this form?
⊠ YES	□NO		
If no, please list th termination.	e name of the Emplo (Attach additional sl		onger engaged and the date of
Employer Name			Date of Termination
ORDINANCES AND I	RESOLUTIONS – Li	st the specific ordinance(s	s) and resolution(s) on which you
actively advocated du	ring this reporting pe	riod.	, , , ,
Employer	Ore	dinance/Resolution#	Description
Blue Ocean Develo	pment 022	28-2020	NWO
CincyTech	018	39-2020	FY21 Budget
Oakley Yards	022	27-2020	PD
Oakley Yards			

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financia	al transaction:	
a.	Name of the public officer, employee, or staff member:	
b.	Brief description of the purpose and nature of the transaction:	
C.	Date the transaction was made or entered into:	
d.	Other pertinent details:	
(Attach	an additional sheet for each public officer, employee, or staff me	ember.)
	(If none, check hereX)	
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	If the foregoing provision is applicable, indicate the date that such	ch information was delivered:
AND D THIS S	FICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT A UE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPAR TATEMENT AND THAT THE CONTENTS ARE TRUE AND AC R HER KNOWLEDGE.	ATION AND COMPLETION OF
	GNATURES MUST BE ORIGINAL AND SIGNED PERSONALL	Y BY THE NAMED
Matthe	w J. Davis	7/24/2020
Type or Pr	int Name of Legislative Agent Signature of Legislative Agent	Date

# **Clerk of Council**

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

Please check ALL that app	oly
Termination(s) of Enga	gement
Change of Address	202001027

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ıll Name of Legislative Agent Matt Da	avis
(First) (Middle)	(Last)
Occupation Government Affairs	
Business Address 255 E 5 <sup>th</sup> Street 1900	
Street Suite Number	
Cincinnati OH 45202	
City State Zip (+4)	
Telephone Number ( 513 ) 977 - 8640	
ENT CHANGE OF NAME OR ADDRESS – Based on your initial Registration State Updated Registration Statement, state any changes in your name or address.  (If none, check hereX)	ment or last
Updated Registration Statement, state any changes in your name or address.	ment or last
Updated Registration Statement, state any changes in your name or address.  (If none, check hereX)	ment or last
(If none, check here X )  Name of Legislative Agent  Address	ment or last

E	Blue Ocean Development
	Cincinnati Arts Association
	Cincinnati Ballet
	Cincinnati Barge & Rail Terminal
(	The Sawyer Place Company)
	Circle Development, LLC
	CincyTech
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F	Paramount Redevelopment Group, LLC
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ι	JC Health
l	University of Cincinnati
	Jptown Consortium

	NT – Is this an Amended Statement (i.e., any oscillation decision of the OCCI.	change in an amount or a filing
☐ YES	⊠ NO	
If yes, you are requ	ired to complete only the portion(s) you have a	mended.
TERMINATIONS – Are	you still engaged by all of the employers listed	on page 1 of this form?
	□ NO	
If no, please list the termination.	e name of the Employers by whom you are no lo (Attach additional sheets if necessary).	onger engaged and the date of
Employer Name		Date of Termination
actively advocated duri	ESOLUTIONS – List the specific ordinance(sing this reporting period.	
actively advocated duri	Ordinance/Resolution#	Description
Employer Blue Ocean Develop	Ordinance/Resolution # ment 0228-2020	Description NWO
actively advocated duri	Ordinance/Resolution#	Description

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a.	Name of the public officer, employee, or staff member:	ne estatui est
b.	Brief description of the purpose and nature of the transaction:	
C.	Date the transaction was made or entered into:	
d.	Other pertinent details:	
	<del></del>	
(Attach	an additional sheet for each public officer, employee, or staff me	ember.)
	(If none, check here X)	
	NOTE: If the Legislative Agent is required to disclose a financial Paragraph F, then the Legislative Agent shall <u>deliver a copy of some such information</u> to the public officer(s) of employee(s) identified before this form is filed with the Clerk of Council.	such paragraph which contains
	If the foregoing provision is applicable, indicate the date that su	ch information was delivered:
CERTII	FICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT A	ALL REASONABLE EFFORTS
	UE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPAR	
THIS S	TATEMENT AND THAT THE CONTENTS ARE TRUE AND AC	CURATE TO THE BEST OF
HIS OF	HER KNOWLEDGE.	
ALL SI	GNATURES MUST BE ORIGINAL AND SIGNED PERSONALL	Y BY THE NAMED
INDIVI		
Matthe	w J. Davis	7/24/2020
Type or Pr	int Name of Legislative Agent Signature of Legislative Agent	Date

# **Clerk of Council**

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

Please check ALL that apply
☐ Termination(s) of Engagement ☐ Change of Address ☐ Amended Statement ☐ CODUCIOSS

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A.	GENERAL II	NFORM	MATION				
Full Na	ame of Legislat	ive Ageı	nt	Matt		Davis	
				(First)	(Middle)	(Last)	
	Occupation	Gover	nment Af	fairs			
	Business Add	dress	255 E 5 <sup>th</sup> Street	Street	1900 Suite Number		
	Cincinnati			ОН	45202		
	City			State	Zip (+4)		
	Telephone N	umber	( 513	) 977 - 8640			
AGENT	Γ CHANGE OF Updated Regis	NAME ( stration S	OR ADDRE	ESS – Based on you	ır initial Registration S n your name or addre	Statement or <u>[as</u> ]군<	OF CO
GENT	Γ CHANGE OF	NAME (stration S	OR ADDRI Statement,	ESS – Based on you	ır initial Registration S n your name or addre	Statement or <u>[as</u> īR≾ ss.	OF CG
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AGENT	CHANGE OF Updated Regis (If none, checon	NAME (stration S	OR ADDRI Statement, X)	ESS – Based on you	n your name or addre	······································	

Blue Ocean Development	
Cincinnati Arts Association	
Cincinnati Ballet	
Cincinnati Barge & Rail Terminal	
(The Sawyer Place Company)	
Circle Development, LLC	
CincyTech	
Madison & Stewart, LLC	****
Oakley Yards Development, LLC	
Paramount Redevelopment Group, LLC	
PayIt	
Transdev North America, INC	
Trinitas Ventures, LLC	
UC Health	
University of Cincinnati	
Uptown Consortium	

(If none, check here □)

		an Amended Statement (i.e., any osion of the OCCI.	change in an amount or a filing
☐ YES	⊠ NO		
If yes, you are	required to comp	plete only the portion(s) you have a	nmended.
TERMINATIONS -	- Are you still eng	gaged by all of the employers listed	d on page 1 of this form?
⊠ YES	□ NO		
If no, please lis termination.		e Employers by whom you are no litional sheets if necessary).	onger engaged and the date of
Employer Na	me		Date of Termination
actively advocated		,	s) and resolution(s) on which you
		,	s) and resolution(s) on which you  Description
actively advocated	during this repo	orting period.	
actively advocated  Employer	during this repo	Ordinance/Resolution #	Description
Employer Blue Ocean Deve	during this repo	Ordinance/Resolution #	Description NWO

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

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

#### D. FINANCIAL TRANSACTIONS

financ	ial transaction:		
a.	Name of the public offi	cer, employee, or staff memb	er:
b.	Brief description of the	purpose and nature of the tra	nsaction:
C.	Date the transaction w	as made or entered into:	
d.	Other pertinent details	:	
(Attacl	h an additional sheet for	each public officer, employee	, or staff member.)
	(If none, check here	X)	
	Paragraph F, then the such information to the	Legislative Agent shall deliver	te a financial transaction described in this a copy of such paragraph which contains (s) identified therein, at least ten (10) days
	If the foregoing provisi	on is applicable, indicate the o	date that such information was delivered:
AND I	DUE DILIGENCE HAVE	BEEN UNDERTAKEN IN TH	ES THAT ALL REASONABLE EFFORTS E PREPARATION AND COMPLETION OF JE AND ACCURATE TO THE BEST OF
INDIV	IGNATURES MUST BE IDUAL. ew J. Davis	ORIGINAL AND SIGNED PE	RSONALLY BY THE NAMED
	Print Name of Legislative Agent	Signature on egislative Agent	Date

uc Kealth

#### Please check ALL that apply Clerk of Council 801 Plum Street, Room 308 Termination(s) of Engagement Cincinnati, Ohio 45202 Change of Address (513) 352-3246 Amended Statement 202001039 LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT This statement must be filed with the Clerk of Council by the last day of January and July, annually. Please read instructions and review Sections 112-1 to 112-17, Cincinnati Municipal Code, prior to filing. There is no fee for this filing. Upon termination of this engagement, there is an affirmative duty to notify the Clerk of Council within thirty (30) days (the form may be obtained from the Clerk.) ANY PERSON WHO KNOWINGLY FILES A FALSE STATEMENT IS GUILTY OF FALSIFICATION UNDER SECTION 2921.13 OF THE OHIO REVISED CODE, WHICH IS A MISDEMEANOR OF THE FIRST DEGREE. Other related prohibitions and penalties are contained in Section 112-99 of the Cincinnati Municipal Code. A. **GENERAL INFORMATION** Full Name of Legislative Agent Matt Davis (Middle) (First) (Last) Occupation Government Affairs **Business Address** 255 E 5<sup>th</sup> Street 1900 Suite Number Cincinnati 45202 City State Zip (+4) CLERK OF COMMON Telephone Number ) 977 - 8640 513 AGENT CHANGE OF NAME OR ADDRESS - Based on your initial Registration Statement or last Updated Registration Statement, state any changes in your name or address. (If none, check here X) 91JUL'20PK1:12 Name of Legislative Agent Address Street Suite Number State Zip (+4) Telephone Number Reporting Period: Statement filed for period covering (check one and fill in year).

☑ January 1 through June 30, **2020** 

July 1 through December 31 2020

**Date of Termination** 

(Report due on or before July 31)

(Report due on or before Jan. 31)

Blue Ocean Development
Cincinnati Arts Association
Cincinnati Ballet
Cincinnati Barge & Rail Terminal
 (The Sawyer Place Company)
Circle Development, LLC
 CincyTech
 Madison & Stewart, LLC
Oakley Yards Development, LLC
Paramount Redevelopment Group, LLC
PayIt
Transdev North America, INC
Trinitas Ventures, LLC
 UC Health
University of Cincinnati
 Uptown Consortium

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d resolution(s) on which you
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21 Budget
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MOTION 202000809 dated 06/24/2020, submitted by Councilmember Landsman, calling on the City Administration to review the recommended neighborhood parking proposal as presenting by CUF community leaders in May of 2020 and provide and plan to fully fund and

implement the proposal

(If none, check here □)

386

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#### D. FINANCIAL TRANSACTIONS

financia	al transaction:		
a.	Name of the public office	er, employee, or staff mem	ber:
b.	Brief description of the	purpose and nature of the ti	ransaction:
	The second secon		
C.	Date the transaction wa	s made or entered into:	
d.	Other pertinent details:		
(Attach	an additional sheet for e	each public officer, employe	ee, or staff member.)
	(If none, check here)		
	Paragraph F, then the I such information to the	egislative Agent shall deliv	ose a financial transaction described in this er a copy of such paragraph which contains te(s) identified therein, at least ten (10) days
	If the foregoing provision	on is applicable, indicate the	e date that such information was delivered:
AND D	UE DILIGENCE HAVE	BEEN UNDERTAKEN IN T	FIES THAT ALL REASONABLE EFFORTS HE PREPARATION AND COMPLETION OI RUE AND ACCURATE TO THE BEST OF
ALL SI		ORIGINAL AND SIGNED F	PERSONALLY BY THE NAMED
	w J. Davis	Mal	7/24/2020
Type or Pri	int Name of Legislative Agent	Signature of Legislative Agent	Date

university of animali

# **Clerk of Council**

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

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

Please check ALL that apply

202001041

### LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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

	GENERAL INFOR	MATION			
ull N	lame of Legislative Age	ent	Matt		Davis
			(First)	(Middle)	(Last)
	Occupation Gove	ernment Af	fairs		
	Business Address	255 E 5 <sup>tt</sup>	<sup>h</sup> Street	1900	
		Street		Suite Number	•
	Cincinnati		ОН	45202	
	City		State	Zip (+4)	
EΝ	Telephone Number  T CHANGE OF NAME  Updated Registration  (If none, check here	Statement,	ESS – Based on yo		
GEN	T CHANGE OF NAME Updated Registration	OR ADDRI Statement,	ESS – Based on yo		Statement or last
GEN	T CHANGE OF NAME Updated Registration (If none, check here	OR ADDRI Statement,	ESS – Based on yo		Statement or last
GEN	T CHANGE OF NAME Updated Registration (If none, check here Name of Legislative	OR ADDRI Statement,	ESS – Based on yo		Statement or last ress.
GEN	T CHANGE OF NAME Updated Registration (If none, check here Name of Legislative Address	Statement,  X ) Agent	ESS – Based on yo state any changes	in your name or add	Statement or last ress.
GEN	T CHANGE OF NAME Updated Registration (If none, check here Name of Legislative	Statement,  X ) Agent	ESS – Based on yo	in your name or add	Statement or last ress.

Blue Ocean Development
Cincinnati Arts Association
Cincinnati Ballet
Cincinnati Barge & Rail Terminal
(The Sawyer Place Company)
Circle Development, LLC
CincyTech
Madison & Stewart, LLC
Oakley Yards Development, LLC
Paramount Redevelopment Group, LLC
Paylt
Transdev North America, INC
Trinitas Ventures, LLC
UC Health
University of Cincinnati
 Uptown Consortium

		cision of the OCCI.		
☐ YES	⊠ NO			
If yes, you are required to complete only the portion(s) you have amended.				
ERMINATIONS -	· Are you still en	gaged by all of the employers listed	on page 1 of this form?	
⊠ YES	□ NO			
If no, please list the name of the Employers by whom you are no longer engaged and the date of termination. (Attach additional sheets if necessary).				
Employer Na	me		Date of Termination	
			Date of Termination	
ORDINANCES AN	D RESOLUTIO	DNS – List the specific ordinance(sorting period.		
ORDINANCES AN actively advocated	D RESOLUTIO	orting period.	s) and resolution(s) on which you	
DRDINANCES AN	D RESOLUTION during this rep	•		
ORDINANCES AN actively advocated	D RESOLUTION during this rep	Ordinance/Resolution #	s) and resolution(s) on which you  Description	

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

•	MOTION 202000809 dated 06/24/2020, submitted by Councilmember Landsman, calling on the City Administration to review the recommended neighborhood parking proposal as presenting by CUF community leaders in May of 2020 and provide and plan to fully fund and implement the proposal
	(If none, check here □)

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

#### D. FINANCIAL TRANSACTIONS

	ublic officer or employee al transaction:	, then the following information	on is required with respect to each such		
a.	Name of the public officer, employee, or staff member:				
b.	Brief description of the purpose and nature of the transaction:				
C.	Date the transaction wa	as made or entered into:			
d.	Other pertinent details:				
	(If none, check here	e Agent is required to disclos Legislative Agent shall deliver public officer(s) of employee with the Clerk of Council.	se a financial transaction described in this a copy of such paragraph which contains (s) identified therein, at least ten (10) days date that such information was delivered:		
AND D THIS S HIS OF	UE DILIGENCE HAVE STATEMENT AND THA R HER KNOWLEDGE.	BEEN UNDERTAKEN IN TH T THE CONTENTS ARE TRU	ES THAT ALL REASONABLE EFFORTS E PREPARATION AND COMPLETION OF JE AND ACCURATE TO THE BEST OF ERSONALLY BY THE NAMED		
INDIVI	DUAL. ew J. Davis	Mal	7/24/2020		
Type or P	rint Name of Legislative Agent	Signature of Legislative Agent	Date		

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# **Clerk of Council**

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

Please check ALL that apply
☐ Termination(s) of Engagement ☐ Change of Address ☐ Amended Statement 202001042

### LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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	me of Legislative Ag					
	Full Name of Legislative Agent _		Matt		Davis	
	_		(First)	(Middle)	(Last)	
	Occupation Gove	ernment Af	fairs			
	Business Address	255 E 5 <sup>th</sup>	Street	1900		
		Street		Suite Number		
	Cincinnati		ОН	45202		
_	City		State	Zip (+4)	CLFR <b>K</b>	OF COUNC
	Telephone Number	( 513	) 977 - 8640		Tage Commission Co. Co. Co.	
	(If none, check here	<u>X</u> )				
	Name of Legislative					
	•	Agent		Suite Number	EN 2 TO 1	1900au 15 15 10
	Name of Legislative			Suite Number	2134	<b>'2</b> 0pm1:12
_	Name of Legislative	Agent	State	Suite Number Zip (+4)	31JUL	<b>'2</b> 0PM1'12
-	Name of Legislative Address	Agent	State		21 <i>J</i> UL	<b>'2</b> 0pm1-12
-	Name of Legislative Address  City Telephone Number	Agent	State riod covering (check o	Zip (+4)	21JUL	<b>'2</b> 0F%1-12

Blue Ocean Development
Cincinnati Arts Association
Cincinnati Ballet
Cincinnati Barge & Rail Terminal
(The Sawyer Place Company)
Circle Development, LLC
CincyTech
Madison & Stewart, LLC
 Oakley Yards Development, LLC
Paramount Redevelopment Group, LLC
Paylt
Transdev North America, INC
Trinitas Ventures, LLC
UC Health
University of Cincinnati
Uptown Consortium

MENDED STATEN oursuant to a dispute		n Amended Statement (i.e., any oion of the OCCI.	change in an amount or a filing	
YES	⊠ NO			
If yes, you are required to complete only the portion(s) you have amended.				
ERMINATIONS – A	re you still enga	aged by all of the employers listed	on page 1 of this form?	
⊠ YES	□ NO			
If no, please list the name of the Employers by whom you are no longer engaged and the date of termination. (Attach additional sheets if necessary).				
Employer Name Da		Date of Termination		
			s) and resolution(s) on which you	
ctively advocated d	•	ang penoa.		
ctively advocated d		Ordinance/Resolution #	Description	
<b>Employer</b>		·	Description NWO	
		Ordinance/Resolution #		

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

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

#### D. FINANCIAL TRANSACTIONS

IIIIaiicia	ar transaction.				
a.	Name of the public officer, employee, or staff member:				
b.	Brief description of the purpose and nature of the transaction:				
C.	Date the transaction was made or entered into:				
d.	Other pertinent details:				
(Attach	an additional sheet for each public officer, employee, or staff me	ember.)			
	(If none, check here X				
	NOTE: If the Legislative Agent is required to disclose a financial Paragraph F, then the Legislative Agent shall <u>deliver a copy of such information to the public officer(s)</u> of employee(s) identified <u>before this form is filed</u> with the Clerk of Council.	such paragraph which contains			
	If the foregoing provision is applicable, indicate the date that such	ch information was delivered:			
AND D THIS S HIS OF	FICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT A UE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPAR TATEMENT AND THAT THE CONTENTS ARE TRUE AND AC R HER KNOWLEDGE.	ATION AND COMPLETION OF CURATE TO THE BEST OF			
ALL SI INDIVII	GNATURES MUST BE ORIGINAL AND SIGNED PERSONALL				
	w J. Davis	7/24/2020			
Type or Pr	int Name of Legislative Agent Signature of Legislative Agent	Date			

The Sawyer place company

### Please check ALL that apply Clerk of Council 801 Plum Street, Room 308 ☐ Termination(s) of Engagement Cincinnati, Ohio 45202 ☐ Change of Address (513) 352-3246 ☐ Amended Statement 202001044 LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT This statement must be filed with the Clerk of Council by the last day of January and July, annually. Please read instructions and review Sections 112-1 to 112-17, Cincinnati Municipal Code, prior to filing. There is no fee for this filing. Upon termination of this engagement, there is an affirmative duty to notify the Clerk of Council within thirty (30) days (the form may be obtained from the Clerk.) ANY PERSON WHO KNOWINGLY FILES A FALSE STATEMENT IS GUILTY OF FALSIFICATION UNDER SECTION 2921.13 OF THE OHIO REVISED CODE, WHICH IS A MISDEMEANOR OF THE FIRST DEGREE. Other related prohibitions and penalties are contained in Section 112-99 of the Cincinnati Municipal Code. **GENERAL INFORMATION** A. Full Name of Legislative Agent Megan Hube (Middle) (Last) Occupation Government Affairs **Business Address** 255 E 5<sup>th</sup> Street 1900 Street Suite Number Cincinnati OHState Telephone Number 513 ) 832 - 5342 AGENT CHANGE OF NAME OR ADDRESS – Based on your initial Registration Statement or last Updated Registration Statement, state any changes in your name or address. (If none, check here X) Name of Legislative Agent \_\_\_\_\_ Address Street Suite Number City State Zip (+4)

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

☐ January 1 through June 30, **2020**☐ July 1 through December 31 2020

Telephone Number

(Report due on or before July 31) (Report due on or before Jan. 31)

Cincinnati Barge & Rail Terminal	
(The Sawyer Place Company)	
Circle Development, LLC	
CincyTech	
Paramount Redevelopment Group, LLC	
Transdev North America, INC	
Trinitas Ventures, LLC	
UC Health	
Uptown Consortium	

## B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

AMENDED STATEME pursuant to a dispute re			change in an amount or a filing	
☐ YES	⊠ NO			
If yes, you are requ	ired to complete or	nly the portion(s) you have a	mended.	
TERMINATIONS – Are	you still engaged	by all of the employers listed	on page 1 of this form?	
⊠ YES	□ NO			
If no, please list the termination.		oyers by whom you are no lessets if necessary).	onger engaged and the date of	
			Date of Termination	
Employer Name				
ORDINANCES AND R actively advocated dur	ing this reporting p	period.	s) and resolution(s) on which you	
ORDINANCES AND Ractively advocated dur	ing this reporting p	period. rdinance/Resolution#	Description	
ORDINANCES AND R actively advocated dur  Employer Blue Ocean Develop	ing this reporting positions of the contract o	rdinance/Resolution# 228-2020	Description NWO	
ORDINANCES AND Ractively advocated dur	onent 01	period. rdinance/Resolution#	Description	

## C. DEFINITIONS

(If none, check here □)

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## D. FINANCIAL TRANSACTIONS

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(Attach a	an additional sheet for each public officer, employee, or staff member)
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	If the foregoing provision is applicable, indicate the date that such information was delivered:
EFFOR COMP TO TH	FICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT ALL REASONABLE RTS AND DUE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARATION AND LETION OF THIS STATEMENT AND THAT THE CONTENTS ARE TRUE AND ACCURATE E BEST OF HIS OR HER KNOWLEDGE.  GNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED
INDIVII	DUAL.
Megan	
Type or Pr	rint Name of Legislative Agent Signature of Legislative Agent Date

Clei	rk of Council			Please check ALL tha	t apply	
	Plum Street, Room 30	8		☐ Termination(s) of B	Engagement	
	nnati, Ohio 45202			☐ Change of Addres		
(513)	352-3246			Amended Stateme		
				0	20200104	5
LEG	ISLATIVE AGEN	T UPDAT	ED REGIS	STRATION STA	TEMENT	
Thio	tatement must be filed with	the Clark of C	aunail bu tha laa	t day of language and hill	, annually Blacca road	_
instruc	ctions and review Sections	112-1 to 112-1	7, Cincinnati Mu	nicipal Code, prior to filir	ng. There is no fee for	
	ling. Upon termination of to (30) days (the form may be					
STAT	EMENT IS GUILTY OF FA	LSIFICATION	UNDER SECTION	ON 2921.13 OF THE OH	IO REVISED CODE,	
	H IS A MISDEMEANOR On 112-99 of the Cincinnati			related prohibitions and	penalties are contained in	
Occilo	on Tiz-55 of the Omenman		<b>.</b>			_
A.	GENERAL INFOR	MATION				_
Full N	Name of Legislative Age	ent	Megan	(84.18.)	Hube	_
	0		(First)	(Middle)	(Last)	
	Occupation Gove	ernment Affa	airs			-
	<b>Business Address</b>	255 E 5 <sup>th</sup>	Street	190	00	
		Street		Suite No	umber	_
	Cincinnati		ОН	45202		
	City		State	Zip (+4)		
	Telephone Number	_(513	) 832 - 53	42	CLERK	<u>C</u> F <b>C</b> OLING:
AGEN	T CHANGE OF NAME					
	Updated Registration	Statement, S	state any chan	ges in your name or	audiess.	
	(If none, check here	Υ )				
	(II Hone, check here					
	Name of Legislative	Agent				
	Address				Sill	_'20PH3:50
		Street		Suite No	umber	_
	City		State	Zip (+4)		_
	Telephone Number	( )				
						-
D	din n Bania de Ctatana an	A file of few man	:	alanda ana ana <b>c</b> iii in a		
керог	ting Period: Statemen	ıı ınea tor per	ioa covering (	check one and till in y	rear).	
$\boxtimes$	January 1 through Ju	ne 30, <b>2020</b>	(F	Report due on or befo	ore July 31)	
	July 1 through Decem			Report due on or befo		

**Date of Termination** 

Cincinnati Barge & Rail Terminal	
(The Sawyer Place Company)	
Circle Development, LLC	
CincyTech	
Paramount Redevelopment Group, LLC	
Transdev North America, INC	
Trinitas Ventures, LLC	
UC Health	
Uptown Consortium	

B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

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

YES NO

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

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

YES NO

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

Employer Name Date of Termination

ORDINANCES AND RESOLUTIONS – List the specific ordinance(s) and resolution(s) on which you

Employer	Ordinance/Resolution #	Description
Blue Ocean Development	0228-2020	NWO
CincyTech	0189-2020	FY21 Budget
Oakley Yards	0227-2020	PD

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

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	the City Administration to review the recommended neighborhood parking proposal as
	presenting by CUF community leaders in May of 2020 and provide and plan to fully fund and
	implement the proposal

(If none,	check	here	
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actively advocated during this reporting period.

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(Attach a	an additional sheet for each public officer, employee, or staff member)
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EFFOR COMP TO TH	FICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT ALL REASONABLE RTS AND DUE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARATION AND LETION OF THIS STATEMENT AND THAT THE CONTENTS ARE TRUE AND ACCURATE E BEST OF HIS OR HER KNOWLEDGE.  GNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED
INDIVI	DUAL.
Megan	
Type or P	rint Name of Legislative Agent Signature of Legislative Agent Date

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

Please check ALL that apply
☐ Termination(s) of Engagement ☐ Change of Address ☐ Amended Statement  202001046

## LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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

GENERAL INFORI	MATION			-
Il Name of Legislative Age	ent	Megan		Hube
		(First)	(Middle)	(Last)
Occupation Gove	rnment Aff	airs		
Business Address	255 E 5 <sup>th</sup>	Street	1900	
	Street		Suite Number	CLERK O
Cincinnati		ОН	45202	0-4100 C
City		State	Zip (+4)	
Telephone Number	( 513	) 832 - 5342		
Updated Registration	Statement, s		r initial Registration St your name or addres	
	Statement, s			
Updated Registration (If none, check here	Statement, s			S.
Updated Registration (If none, check here Name of Legislative	Statement, s			S.
Updated Registration (If none, check here Name of Legislative	Statement, sX) Agent		your name or addres	S.
Updated Registration  (If none, check here  Name of Legislative Address	Statement, sX) Agent	state any changes in	your name or addres	S.
Updated Registration  (If none, check here  Name of Legislative Address  City  Telephone Number	Statement, s  X ) Agent Street	state any changes in	your name or address  Suite Number  Zip (+4)	S.
Updated Registration  (If none, check here  Name of Legislative Address	Statement, s  X ) Agent Street  ( ) t filed for per	State State ciod covering (check	your name or address  Suite Number  Zip (+4)	31.30 <u>1.</u> 2

**Date of Termination** 

Cincinnati Barge & Rail Terminal	
(The Sawyer Place Company)	
Circle Development, LLC	
CincyTech	
Paramount Redevelopment Group, LLC	
Transdev North America, INC	
Trinitas Ventures, LLC	
UC Health	
Uptown Consortium	

B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

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

			· · · · · · · · · · · · · · · · · · ·
	Employer Naı	me	Date of Termination
	If no, please list termination.	t the name of the Employers (Attach additional sheet	by whom you are no longer engaged and the date of s if necessary).
	⊠ YES	□ №	
TE	RMINATIONS -	Are you still engaged by all	of the employers listed on page 1 of this form?
	If yes, you are r	required to complete only the	e portion(s) you have amended.
	☐ YES	⊠ NO	

Employer	Ordinance/Resolution #	Description
Blue Ocean Development	0228-2020	NWO
CincyTech	0189-2020	FY21 Budget
Oakley Yards	0227-2020	PD

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

•	MOTION 202000809 dated 06/24/2020, submitted by Councilmember Landsman, calling on
	the City Administration to review the recommended neighborhood parking proposal as
	presenting by CUF community leaders in May of 2020 and provide and plan to fully fund and
	implement the proposal

#### C. DEFINITIONS

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

#### D. FINANCIAL TRANSACTIONS

a.	Name of the public officer, employee, or staff member:
b.	Brief description of the purpose and nature of the transaction:
C.	Date the transaction was made or entered into:
d.	Other pertinent details:
(Attach a	an additional sheet for each public officer, employee, or staff member)
9	(If none, check here ⊠)
	NOTE: If the Legislative Agent is required to disclose a financial transaction described in this Paragraph F, then the Legislative Agent shall <u>deliver a copy of such paragraph</u> which contains such information to the public office(s) of employee(s) identified therein, <u>at least ten (10) days before this form is filed</u> with the Clerk of Council.
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ALL SI INDIVII	GNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED DUAL.
Megan	Hube 4/30/20
	rint Name of Legislative Agent Signature of Legislative Agent Date

## Clerk of Council 801 Plum Street, Room 308

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

Please check ALL that apply
☐ Termination(s) of Engagement ☐ Change of Address ☐ Amended Statement  202001047

## LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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

GENERAL INFO	PRMATION			
Name of Legislative	Agent	Megan		Hube
		(First)	(Middle)	(Last)
Occupation Go	overnment Affa	airs		
Business Address	255 E 5 <sup>th</sup>	Street	1900	
	Street	···-	Suite Number	
Cincinnati		ОН	45202	
City		State	Zip (+4)	
Telephone Numb	er ( 513	) 832 - 5342		CL FRY
	on Statement, s		initial Registration your name or addre	
Updated Registrati	on Statement, s	tate any changes in	your name or addre	ess.
Updated Registrati	on Statement, s	tate any changes in		ess.
Updated Registrati	on Statement, s ere <u>X</u> ) ve Agent	tate any changes in	your name or addre	ess.
Updated Registrati (If none, check he	on Statement, s	tate any changes in	your name or addre	ess.
Updated Registrati (If none, check he	on Statement, s ere <u>X</u> ) ve Agent	tate any changes in	your name or addre	ess.
Updated Registrati	on Statement, s	tate any changes in	your name or addre	ess.
Updated Registrati  (If none, check he  Name of Legislati  Address	on Statement, s ere <u>X</u> ) ve Agent	tate any changes in	your name or addre	ess.
Updated Registrati (If none, check he Name of Legislati Address	on Statement, sere X )  ve Agent Street	tate any changes in	your name or addre	ess.
Updated Registrati  (If none, check he  Name of Legislati  Address	on Statement, sere X )  ve Agent Street	tate any changes in	your name or addre	ess.
Updated Registrati  (If none, check he Name of Legislati Address  City Telephone Number	on Statement, s ere X ) ve Agent  Street  er ( )	tate any changes in	your name or address Suite Number Zip (+4)	988. 
Updated Registrati  (If none, check he  Name of Legislati  Address	on Statement, sere X )  ve Agent  Street  er ( )  nent filed for peri	State  State  iod covering (check	your name or address Suite Number Zip (+4)	988. 31001

**Date of Termination** 

Cincinnati Barge & Rail Terminal	
(The Sawyer Place Company)	
Circle Development, LLC	
CincyTech	
Paramount Redevelopment Group, LLC	
Transdev North America, INC	
Trinitas Ventures, LLC	
UC Health	
Uptown Consortium	

## B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

		an Amended Statement (i.e., any one sion of the OCCI.	change in an amount or a filing
☐ YES	⊠ NO		
If yes, you are re	equired to comp	plete only the portion(s) you have a	mended.
TERMINATIONS -	Are you still eng	gaged by all of the employers listed	d on page 1 of this form?
⊠ YES	□ NO		
If no, please list termination.		e Employers by whom you are no litional sheets if necessary).	onger engaged and the date of
Employer Nan	ne		Date of Termination
ORDINANCES AND actively advocated of		•	s) and resolution(s) on which you
Employer		Ordinance/Resolution#	Description
Employer Blue Ocean Deve	lopment	Ordinance/Resolution # 0228-2020	Description NWO
	lopment		• • • • • • • • • • • • • • • • • • •
Blue Ocean Deve	lopment	0228-2020	NWO

## C. DEFINITIONS

(If none, check here □)

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

## D. FINANCIAL TRANSACTIONS

a.	Name of the public officer, employee, or staff member:
b.	Brief description of the purpose and nature of the transaction:
c.	Date the transaction was made or entered into:
d.	Other pertinent details:
(Attach	an additional sheet for each public officer, employee, or staff member)
	(If none, check here ⊠)
	NOTE: If the Legislative Agent is required to disclose a financial transaction described in this Paragraph F, then the Legislative Agent shall <u>deliver a copy of such paragraph</u> which contains such information to the public office(s) of employee(s) identified therein, <u>at least ten (10) days before this form is filed</u> with the Clerk of Council.
	If the foregoing provision is applicable, indicate the date that such information was delivered:
EFFOF COMP	FICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT ALL REASONABLE RTS AND DUE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARATION AND LETION OF THIS STATEMENT AND THAT THE CONTENTS ARE TRUE AND ACCURATE E BEST OF HIS OR HER KNOWLEDGE.
ALL SI	GNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED DUAL.
Megan	Hube M Sula 4/20/20
	rint Name of Legislative Agent Signature of Legislative Agent Date

## Please check ALL that apply **Clerk of Council** 801 Plum Street, Room 308 Termination(s) of Engagement Cincinnati. Ohio 45202 Change of Address (513) 352-3246 ☐ Amended Statement 202001048 LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT This statement must be filed with the Clerk of Council by the last day of January and July, annually. Please read instructions and review Sections 112-1 to 112-17, Cincinnati Municipal Code, prior to filing. There is no fee for this filing. Upon termination of this engagement, there is an affirmative duty to notify the Clerk of Council within thirty (30) days (the form may be obtained from the Clerk.) ANY PERSON WHO KNOWINGLY FILES A FALSE STATEMENT IS GUILTY OF FALSIFICATION UNDER SECTION 2921.13 OF THE OHIO REVISED CODE, WHICH IS A MISDEMEANOR OF THE FIRST DEGREE. Other related prohibitions and penalties are contained in Section 112-99 of the Cincinnati Municipal Code. **GENERAL INFORMATION** A. Full Name of Legislative Agent Megan Hube (Middle) (Last) Occupation Government Affairs **Business Address** 255 E 5<sup>th</sup> Street 1900 Suite Number Street Cincinnati OH 45202 City Zip (+4) Telephone Number 513 ) 832 - 5342 AGENT CHANGE OF NAME OR ADDRESS - Based on your initial Registration Statement or last Updated Registration Statement, state any changes in your name or address. (If none, check here X) Name of Legislative Agent 310UE 20PK 8:52 Address Street Suite Number

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

State

✓ January 1 through June 30, 2020✓ July 1 through December 31 2020

Telephone Number

City

(Report due on or before July 31)

Zip (+4)

(Report due on or before Jan. 31)

Date of Termination

Cincinnati Barge & Rail Terminal	
(The Sawyer Place Company)	
Circle Development, LLC	
CincyTech	
Paramount Redevelopment Group, LLC	
Transdev North America, INC	
Trinitas Ventures, LLC	
UC Health	
Uptown Consortium	

## B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

	solution decision	on of the OCCI.	change in an amount or a filing
YES	⊠ NO		
If yes, you are requ	ired to comple	te only the portion(s) you have a	mended.
TERMINATIONS - Are	you still enga	ged by all of the employers listed	on page 1 of this form?
_			
⊠ YES	□ NO		
If no, please list the termination.		Employers by whom you are no longle in the second in the s	onger engaged and the date of
Employer Name			Date of Termination
ORDINANCES AND R		•	s) and resolution(s) on which you
actively advocated duri		ng period.	
actively advocated duri	ing this reporti	ordinance/Resolution#	Description
actively advocated duri	ing this reporti	ng period.	
actively advocated duri  Employer  Blue Ocean Develop	ing this reporti	Ordinance/Resolution #	Description NWO

## C. DEFINITIONS

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	(If none, check here ⊠)
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ALL SI	IGNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED DUAL.
Megan	Hube 4/30/20
Type or Pi	rint Name of Legislative Agent Signature of Legislative Agent Date

**Clerk of Council** 

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

Please check ALL that apply	
☐ Termination(s) of Engagement ☐ Change of Address ☐ Amended Statement	

## LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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ill Ni	ame of Legislative Ager	nt	Magan		Uuba
111 1 110	affic of Legislative Agei		Megan (First)	(Middle)	Hube (Last)
	Occupation Gover	nment Aff	` '	<b>(</b>	(2007)
	Business Address	255 E 5 <sup>th</sup>	Street	1900	-
	-	Street	Olloot	Suite Number	A manage
	Cincinnati		ОН	45202	CLERK
	City		State	Zip (+4)	
	Telephone Number  CHANGE OF NAME ( Updated Registration S  (If none, check here	Statement, s			s.
	CHANGE OF NAME ( Updated Registration S	OR ADDRE	SS – Based on you		
	CHANGE OF NAME (Updated Registration S	OR ADDRE	SS – Based on you		s.
	CHANGE OF NAME ( Updated Registration S  (If none, check here  Name of Legislative A	OR ADDRE	SS – Based on you		s.
	CHANGE OF NAME ( Updated Registration S  (If none, check here  Name of Legislative A	OR ADDRE Statement, sX) Agent	SS – Based on you	your name or addres	s.

**Date of Termination** 

Cincinnati Barge & Rail Terminal	
(The Sawyer Place Company)	
Circle Development, LLC	
CincyTech	
Paramount Redevelopment Group, LLC	
Transdev North America, INC	
Trinitas Ventures, LLC	
UC Health	
Uptown Consortium	

## B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

		Amended Statement (i.e., any con of the OCCI.	change in an amount or a filing
☐ YES	⊠ NO		
If yes, you are req	uired to comple	te only the portion(s) you have a	mended.
TERMINATIONS - Ar	e you still engaç	ged by all of the employers listed	on page 1 of this form?
⊠ YES	□ NO		
If no, please list th termination.		Employers by whom you are no long and sheets if necessary).	onger engaged and the date of
Employer Name			Date of Termination
actively advocated du		ng period.	s) and resolution(s) on which you
actively advocated du	ring this reporti	ng period.  Ordinance/Resolution#	Description
Employer Blue Ocean Develop	ring this reporti	Ordinance/Resolution #	Description NWO
Employer Blue Ocean Develop CincyTech	ring this reporti	ng period.  Ordinance/Resolution#	Description
Employer Blue Ocean Develop	ring this reporti	Ordinance/Resolution #	Description NWO

## C. DEFINITIONS

implement the proposal

(If none, check here □)

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ALL SI	IGNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED DUAL.
Megan	Hube 1/30/20
Type or P	rint Name of Legislative Agent Signature of Legislative Agent Date

## **Clerk of Council**

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

Please	check	ALL	that	apply	

☐ Termination(s) of Engagement ☐ Change of Address

Amended Statement

202001050

## LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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A. GENER	RAL INFOR	MATION				
Full Name of Le	egislative Age	ent	Megan		Hube	
	_		(First)	(Middle)	(Last)	-
Occupa	tion Gove	rnment Aff	airs			-
Busines	ss Address	255 E 5 <sup>th</sup>	Street	1900		_
		Street		Suite Number	ೂ ೯೯೪	EF CELINCE
Cincin	nati		OH	45202		Til Ottonsove
City			State	Zip (+4)		
Telepho	one Number	( 513	) 832 - 5342			
·	e, check here		•			'20РМ8:52
Addres	S					
		Street		Suite Number	****	-
City			State	Zip (+4)		-
Telepho	one Number	_( )				-
Reporting Perio	od: Statement	t filed for per	iod covering (check	one and fill in year).		
	1 through Jur			due on or before July		
☐ July 1 th	rough Decem	ber 31 2020	(Report	due on or before Jan	. 31)	

**Date of Termination** 

Cincinnati Barge & Rail Terminal	
(The Sawyer Place Company)	
Circle Development, LLC	
CincyTech	
Paramount Redevelopment Group, LLC	
Transdev North America, INC	
Trinitas Ventures, LLC	
UC Health	
Uptown Consortium	

## B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

pursuant to a dispute r			change in an amount or a filing
☐ YES	⊠ NO		
If yes, you are req	uired to complete onl	y the portion(s) you have a	mended.
TERMINATIONS - Ar	e you still engaged by	y all of the employers listed	d on page 1 of this form?
⊠ YES	□ NO		
If no, please list the termination.	e name of the Emplo (Attach additional sh		onger engaged and the date of
Employer Name	,		Date of Termination
			s) and resolution(s) on which you
actively advocated du	ring this reporting pe	eriod.	
actively advocated du  Employer	ring this reporting pe	riod. dinance/Resolution#	Description
actively advocated du	ring this reporting pe  Orce pment 022	eriod.	

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

•	MOTION 202000809 dated 06/24/2020, submitted by Councilmember Landsman, calling on
	the City Administration to review the recommended neighborhood parking proposal as
	presenting by CUF community leaders in May of 2020 and provide and plan to fully fund and
	implement the proposal

1	Ίf	none.	check	here	$\Box$

## C. DEFINITIONS

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(Attach a	an additional sheet for each public officer, employee, or staff member)	
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	before this form is filed with the Clerk of Council.	
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CERTIFICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT ALL REASONABLE EFFORTS AND DUE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARATION AND COMPLETION OF THIS STATEMENT AND THAT THE CONTENTS ARE TRUE AND ACCURATE TO THE BEST OF HIS OR HER KNOWLEDGE.		
ALL SI	IGNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED DUAL.	
Magaz	Mdly la 3/20/20	
Megan Type or P	rint Name of Legislative Agent Signature of Legislative Agent Date	

## **Clerk of Council**

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

Please check ALL that apply
☐ Termination(s) of Engagement ☐ Change of Address ☐ Amended Statement  202001051

## LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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ENERAL INFOR	MATION			
e of Legislative Age	ent	Megan		Hube
		(First)	(Middle)	(Last)
Occupation Gove	rnment Affa	airs		
Business Address 255 E		Street	1900	
	Street		Suite Number	
Cincinnati		OH	45202	
ity		State	Zip (+4)	GLERK EF
elephone Number	( 513	) 832 - 5342		
	Statement, s	SS – Based on your		ess.
odated Registration	Statement, s			
odated Registration f none, check here	Statement, s			ess.
odated Registration  f none, check here  lame of Legislative	Statement, s			ess. 3).JUL'20 
odated Registration  f none, check here  lame of Legislative	Statement, sX) Agent		your name or addr	ess. 3).JUL'20 
	ccupation Gove usiness Address incinnati	ccupation Government Afficusiness Address 255 E 5 <sup>th</sup> Street	(First) ccupation Government Affairs usiness Address 255 E 5 <sup>th</sup> Street Street Cincinnati OH State	(First)         (Middle)           ccupation         Government Affairs           usiness Address         255 E 5 <sup>th</sup> Street         1900           Street         Suite Number           Sincinnati         OH         45202           by         State         Zip (+4)

Date of Termination

Cincinnati Barge & Rail Terminal	
(The Sawyer Place Company)	
Circle Development, LLC	
CincyTech	
Paramount Redevelopment Group, LL	C
Transdev North America, INC	
Trinitas Ventures, LLC	
UC Health	
Uptown Consortium	

## B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

ursuant to a dispute		an Amended Statement (i.e., any cision of the OCCI.	change in an amount or a filing			
YES	⊠ NO					
If yes, you are re	If yes, you are required to complete only the portion(s) you have amended.					
ERMINATIONS - A	Are you still en	gaged by all of the employers listed	I on page 1 of this form?			
⊠ YES	□ NO					
If no, please list termination.		e Employers by whom you are no litional sheets if necessary).	onger engaged and the date of			
Employer Name			Date of Termination			
			s) and resolution(s) on which you			
actively advocated d						
	luring this rep	orting period.	s) and resolution(s) on which you  Description  NWO			
actively advocated d  Employer	luring this rep	Ordinance/Resolution #	Description			

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

man, calling on
oposal as
to fully fund and

(If none, check here □)

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

## D. FINANCIAL TRANSACTIONS

a.	Name of the public officer, employee, or staff member:	
b.	Brief description of the purpose and nature of the transaction:	
c.	Date the transaction was made or entered into:	
d.	Other pertinent details:	
(Attach a	an additional sheet for each public officer, employee, or staff member)	
0.70		
	(If none, check here ⊠)	
	NOTE: If the Legislative Agent is required to disclose a financial transaction described in this Paragraph F, then the Legislative Agent shall <u>deliver a copy of such paragraph</u> which contains such information to the public office(s) of employee(s) identified therein, <u>at least ten (10) days before this form is filed</u> with the Clerk of Council.	
	If the foregoing provision is applicable, indicate the date that such information was delivered:	
CERTIFICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT ALL REASONABLE EFFORTS AND DUE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARATION AND COMPLETION OF THIS STATEMENT AND THAT THE CONTENTS ARE TRUE AND ACCURATE TO THE BEST OF HIS OR HER KNOWLEDGE.		
ALL SI INDIVII	GNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED DUAL.	
	$m \in \mathbb{N}$	
Megan		
Type or Pr	rint Name of Legislative Agent Signature of Legislative Agent Date	

Cincinnati Board of Health Resolution No. 2020-0630

## RESOLUTION AMENDING BOARD OF HEALTH REGULATION #00055

# Regulating And Licensing The Operation Of Recreational Vehicle Parks, Recreation Camps, And Combined Park/Camps

A Resolution of the Board of Health of the City of Cincinnati to amend Board of Health Regulation 00055, "Regulating And Licensing The Operation Of Recreational Vehicle Parks, Recreation Camps, And Combined Park/Camps," requiring the payment of a fee for the licensing and inspection of both permanent and temporary recreational vehicle parks, recreation camps, and combined park/camps.

WHEREAS, Ohio Revised Code Section 3729.02 authorizes the Ohio Director of Health to promulgate rules for the regulation and enforcement of the operation of recreational vehicle parks, recreation camps, and combined park/camps, which are codified in Ohio Administrative Code Chapter 3701-26; and

WHEREAS, the Board of Health now wishes to expressly incorporate the Ohio Department of Health's rules for the regulation and enforcement of the operation of recreational vehicle parks, recreation camps, and combined park/camps; and

WHEREAS, under Ohio Revised Code Section 3729.07, the Board of Health may still establish fees for the licensing of for recreational vehicle parks, recreation camps, and combined park/camps; now, therefore,

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

Section 1. That the Board of Health Regulation 00055 is hereby amended to read as follows:

§ 00055 — Regulating And Licensing The Operation Of Recreational Vehicle Parks, Recreation Camps, And Combined Park/Camps

§ 00055-1. - Definitions.

All terms shall have the meaning set forth in Chapter 3701-26, "Recreational Vehicle Parks, Recreation Camps, Combined Park-Camps, and Temporary Park-Camps," of the Ohio Administrative Code.

(A) -"Recreational Vehicle Park" means any tract of land used for parking five or more selfcontained recreational vehicle free of charge or for a fee and includes any roadway,

{00308855-3}

building, structure, vehicle, enclosure, drainage system, sewerage system, water supply system, or electric system used or intended for use as part of the park-facilities and any tract of land which is subdivided for lease or other contract of the individual lots for the express or implied purpose of occupancy by self-contained recreational vehicles.

- (B) "Recreation Camp" means any tract of land used for parking two or more portable camping units either free of charge or for a fee and includes any roadway, building, structure, vehicle, enclosure, drainage system, sewerage system, water supply system, or electric system used or intended for use as part of the facilities of such camp. A tract of land which is subdivided for lease or other contract of the individual lots is a recreation camp if two or more portable camping units are placed thereon for temporary habitation.
- (C) "Combined Park/Camp" means any tract of land-used-for parking a combination of five or more-self-contained-recreational vehicles or portable camping units.
- (D) "Temporary Park-Camp" means any tract of land used for a period not to exceed a total of sixteen (16) days per calendar year for the purpose of parking five (5), but not more than seventy five (75), recreational vehicles, or portable camping units, or any combination thereof, for one or more periods of time that do not exceed four (4) consecutive days or parts thereof.
- (E) "Recreational-Vehicle" has the meaning set forth in Section 4501.01 of the Ohio Revised Code.
- (F) "Self Contained Recreational Vehicle" has the meaning set forth in Section 3729.01 of the Ohio Revised Code.
- (G) "Portable Camping Unit" has the meaning set forth in Section 3729.01 of the Ohio Revised Code.
- (H) "Health Commissioner" shall mean the Commissioner of the Health of the City of Cincinnati, or any of the Commissioner's authorized representatives.

#### § 00055-3. - Fees.

(A) On or after the first day of <u>AprilDecember</u>, but before the first day of <u>MayJanuary of the</u> next year, every person or governmental entity that intends to operate a recreational vehicle park, recreation camp, or combined park-camp shall procure a license from the licensor to operate such a park or camp for said year.

Every person who intends to operate a temporary park-camp shall obtain a license to operate the temporary park-camp from the licensor at any time before the person begins operation of the temporary park-camp during the calendar year.

- (B) License Fees:
  - (1) Less than 50 Sites or fewer.....\$281.00
  - (2) More than 50+ Sites ..... \$281.00 plus \$1.30/site
  - (3) Temporary License .....52.00 , 50 Sites or fewer..... \$281.00
  - (4) Temporary License, more than 50 Sites ..... \$281.00 plus \$1.30/site

- (C) Bacteriological Water Sample .....5.00 \$35.00
- (D) The portion of any fee retained by the Board of Health shall be paid into a special fund and used only for the purpose of administering and enforcing sections 3729.01 to 3729.13 of the Revised Code and the rules adopted thereunder.

## § 00055-5. - Requirements.

- (A) Driveways and Wallaways: Except as otherwise indicated in this regulation, Ohio Revised Code (ORC) Chapter 3729, "Recreational Vehicle Parks, Recreation Camps, Combined Park-Camps, and Temporary Park-Camp," and Ohio Administrative Code (OAC) Chapter 3701-26, "Recreational Vehicle parks, Recreation Camps, Combined Park-Camps, and Temporary Park-Camps," as these Chapters may from time to time be amended, are hereby incorporated by reference as the Cincinnati Board of Health's Operation of Recreational Vehicle Parks, Recreation Camps, and Combined Park/Camps Regulations.
  - (1) No individual lot in a recreational vehicle park, recreation camp, or combined parkcamp shall have a direct accessway for vehicles to the public thoroughfare.
  - (2) Each driveway in a recreational vehicle park, recreation camp, or combined parkeamp-shall have unobstructed access to a public thoroughfare; and all driveways shall be maintained in a passable and reasonably dustproof condition at all times.
  - (3) One parking space alongside and parallel in each space in a recreational vehicle park, recreation camp, or combined park-camp shall be provided for the occupants of the trailer.
  - (4) All entrance and exit two way streets shall have a minimum width of 35 feet exclusive of any median strip. One way entrance or exit streets shall have a minimum width of 20 feet.
  - (5) The operator may permit parking on both sides streets having a minimum width of 35 feet.
  - (6) The operator may permit parking on both sides of streets having a minimum width of 28 feet which have been designated as "one way."
  - (7) The operator may permit parking on one side of a "two-way" street having a minimum width of 28 feet.
  - (8) The operator may permit parking on one side of streets having a minimum width of 20 feet which have been designated as "one way."

## (B) Sites:

(1) The body of a recreational vehicle or portable camping unit must be more than 10 feet from any public roadway, street, or alley and not less than eight feet from the recreational vehicle park, recreation camp, or combined park camp property line. A trailer hitch is not considered a part of a trailer; however, it should not extend out onto the driveway or walkway within the park.

(2) Each individual space shall abut on a driveway within the park and shall have an obstructed frontage width of not less than 25 feet.

## (C) Service Buildings:

- (1) A separate laundry room provided with hot and cold running water at all times and not less than one double laundry tray or one automatic washing machine shall be provided for each recreational park where laundering is permitted. Toilet, lavatory, and path fixtures shall not be located in the laundry room.
- (2) All windows and doors shall be screened during that period of the year when insects are present.
- (3) All buildings shall be rodent proof.
- (D) Domestic Animals:
  - (1)—No domestic animals or house pets may be allowed to run at large.
  - (2) All such animals must be vaccinated against rabies and must otherwise conform to Cincinnati Board of Health requirements.
- (E) Records:
  - (1) The operator shall keep records and make reports as required by the Board of Health.
- (F) Waste Water Disposal Facilities:
  - (1) When waste water disposal facilities are required at a recreational vehicle park, recreation camp, or combined park/eamp, as specified in rule 3701-25-60 of the Administrative Code, the licensee shall ensure that the waste water facilities meet the following requirements:
    - (a) The waste water facility shall be located so that no park or camp site is farther than two hundred (200) feet walking distance from a waste water facility;
    - (b) The waste water facility shall be easily accessible and provided with a sign indicating that the facility is for liquid waste only;
    - (e) The waste water facilities shall be designed and constructed to accept liquid waste and maintained to keep the facility and the area around the facility free from any liquid waste nuisances;
    - (d) Except as provided in paragraphs (e) and (f) of rule, the waste water facility installed in a park or eamp after August 17, 1992, shall consist of one of the following:
      - (1) A plastic or concrete holding tank which is of a water tight design and is capable of holding at least two hundred fifty (250) gallons. The train opening through which waste water is deposited into the holding tank shall be installed in a plastic or concrete riser which shall extend a minimum of twelve (12) inches above the ground surface. The drain opening shall be surrounded by a surface which extends from the opening to the sides of the riser and which slopes to the opening. The drain opening shall be covered by a drain gate and shall be located at least four (4) inches below the top edge of the riser; or
      - (2) Individual site connections; or

- (3) An alternative waste water disposal system approved by the Health Commissioner when it can be demonstrated that the soil conditions are conducive for filtration of liquid waste water.
- (e) A park or camp that is in existence and license by August-17, 1992, is not required to comply with paragraph (d) of this rule unless either of the following is the case:
  - (1) The park or camp is substantially altered or expanded in such a manner that plan approval is required under Rule 3701-25-52 of the Administrative Code; or
  - (2) The licensor determines that any existing waste water disposal facility is causing a nuisance because its location, installation, or design is not in compliance with paragraph (c) of this rule.
- (f) Temporary park/camps shall comply with the requirements of paragraphs (a), (b), and (c) of this rule and shall provide adequate methods for disposal of waste-water from camping units which may include but are not limited to:
  - (1) On site waste water disposal facilities which comply with the requirements of paragraph (d) of this rule; or
  - (2) The services of a sewage or septage hauler that is registered by a local health district.

#### § 00055-7. - Restrictions.

- (A) -- A recreational vehicle shall be licensed as an over-the-road vehicle by the state of permanent-residence.
- (B) Recreational vehicles and portable camping units may not remain at one location in Cincinnati in a recreational vehicle park, recreation camp, or combined park/camp for longer than 90 days.
- (C) A recreational vehicle park, recreation camp, or combined park/camp must comply with all applicable provisions of the Cincinnati Zoning Code, Building Code, Fire Prevention Code, and all other applicable local codes, regulations, or Ordinances.

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

ADOPTED: June 30, 2020

Dr. Philip Lichtenstein

Chairperson

Board of Health of the City of Cincinnati

## Attachment 2

Melba R. Moore, MS, CPHA

Health Commissioner

Board of Health of the City of Cincinnati

New language underscored. Deletions stricken through.



202000832

# **MOTION**

June 14, 2020

We MOVE that the Administration immediately re-join the Ohio Checkbook program, allowing for easy access by the public to all expenses of the City of Cincinnati in a centralized, searchable location.

Jenicola Jenney

Both

B

## **ATTACHMENT A**

# DIRECTOR'S DEED STATE OF OHIO

#### KNOW ALL MEN BY THESE PRESENTS: that

WHEREAS, in connection with the construction of Interstate Route 74, Section 18.00 in Hamilton County in the State of Ohio, the Ohio Department of Transportation in the City of Cincinnati, Ohio acquired by Warranty Deed the following State Parcel(s):

GRANTOR	PAR NO.	VOLUME	PAGE	AUDITOR'S PARCEL(S)
Joleen, Inc	850-WD	12093	2027	195-0029-0171-00

as recorded in the Hamilton County Recorder's Office, and

WHEREAS, the above captioned highway project has been constructed and opened to the traveling public, and

WHEREAS, The City of Cincinnati, Hamilton County, Ohio, has made a formal request to the State of Ohio, Department of Transportation, to transfer the above captioned parcels to The City of Cincinnati for continued public transportation use, and;

WHEREAS, the State of Ohio (Ohio Department of Transportation) finds that the above captioned State Parcel(s) can be transferred to the City of Cincinnati without affecting the integrity of the surrounding highway system, and;

NOW THEREFORE, the State of Ohio, by Jack Marchbanks, Director of Transportation, pursuant to the statutory provisions of Section 5501.45 of the Ohio Revised Code, has determined that the above referenced parcels can be transferred, and that the State of Ohio (Ohio Department of Transportation) does hereby release and forever Quitclaim unto the City of Cincinnati all rights, title and interest the State of Ohio may have in and over the following described real estate:

TO HAVE AND TO HOLD said premises with all privileges and appurtenances thereunto belonging to the City of Cincinnati, its successors and assigns forever.

IN TESTIMONY WHEREOF, I, Tammy Campbell, District Deputy Director, the duly authorized representative of Jack Marchbanks, Director of Transportation, pursuant to the provisions of Section 5501.45 of the Ohio Revised Code, for and in the name of the State of Ohio, have signed this instrument at Lebanon, Ohio, on this the day of nauch , 2020.

THE STATE OF OHIO

JACK MARCHBANKS, DIRECTOR

eck Marchbanks/TKE

BY: Tammy Campbell

STATE OF OHIO, COUNTY OF WARREN SS:

This document

Attorney General

BE IT REMEMBERED, that on this the 4th day of Much, 2020, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Tammy Campbell, the duly authorized representative of Jack Marchbanks, Director of Transportation, who acknowledged the foregoing instrument to be the voluntary act and deed of the State of Ohio, Department of Transportation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC

Stephanie Scheu Notary Public, State of Ohio My Commission expires: My Commission Expires 11/21/2021 Recorded in Butler County

the State of Ohio, Department of Transportation, on forms approved by the

THIS INSTRUMENT WAS PREPARED BY THE OHIO DEPARTMENT OF TRANSPORTATION **505 SOUTH SR-741** LEBANON, OHIO 45036

## DANHIBHT A

**RX 250 WD** 

Page 1 of 2 Rev. 06/09

Ver. Date 1/19/10

PID 82284

# PARCEL. 850-WD HAM-74-18.00 ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE IN THE FOLLOWING DESCRIBED PROPERTY WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

#### Surveyor's description of the premises follows

Situated in Section 28, Township 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Milicreek Township, County of Hamilton, State of Ohio, and being part of that real estate conveyed to Joleen Inc. as recorded in Official Record Volume 5456, Page 52 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Hamilton County Recorder's Office, unless noted otherwise)

Being a parcel of land lying on the right side of the centerline of proposed Colerain Avenue as determined for the Ham-74-18.00 project, made by the Ohio Department of Transportation in Plat Book 423, Pages 98-100, of the records of Hamilton County, and being located within the following described points in the boundary thereof: The stations and offsets of the above description are measured from the proposed centerline of construction of Colerain Avenue, and are depicted in the Ham-74-18.00 construction plans and corresponding centerline plat referenced above.

BEGINNING at a point at an iron pin set at the northwest corner of Lot No. 11 of Byron Kirby Heirs, First Subdivision as the same is recorded in Plat Book 15, Page 26, said point is also located 26.65 feet right of station 205+03.98;

Thence along the south side of Colerain Avenue South 76 deg. 41 min. 54 sec. East for a distance of 195.11 feet to an iron pin set at the northeast corner of Lot No. 7 of said Byron Kirby Heirs First Subdivision, also being located 30.61 feet right of centerline station 207+02.09;

Thence leaving Colerain Avenue, along the proposed south right-of-way of Colerain Avenue, North 83 deg. 50 min. 00 sec. West for a distance of 7.47 feet to an iron pin set in the west line of Lot No. 8 of said Bryon Kirby Heirs First Subdivision located 31.52 feet right of centerline station 206+94.68;

## 

Page 2 of 2 Rev. 06/09

**RX 250 WD** 

Thence North 78 deg. 26 min. 33 sec. West for a distance of 132.78 feet to an iron pin set at a point located 34.88 feet right of centerline station 205+61.94.

Thence North 83 deg. 38 min. 47 sec. West for a distance of 53.89 feet to an iron pin set in the east line of Lot No. 11 of said Byron Kirby Heirs First Subdivision located 38.23 right of centerline station 205+04.17;

Thence leaving the proposed south right-of-way of Colerain Avenue along the east line of said Lot No. 11, North 05 deg. 55 min. 54 sec. East for a distance of 11.58 feet to the TRUE POINT OF BEGINNING.

The above described area contains 0.019 acres of land, more or less, of which the present road occupies 0.000 acres of land, more or less which is part of the Hamilton County Auditor's Permanent Parcel numbers: 195-0029-0051 (0.007 acres), 195-0029-0052 (0.007 acres), 195-0029-0054 (0.001 acres), 195-0063-0019 (0.000 acres) and 195-0063-0059 (0.004 acres).

The stations and offsets of the above description are measured from the proposed centerline of construction of the proposed Colerain Avenue of the I-74, and are depicted in the Ham-74-18.00 construction plans and corresponding centerline plat referenced above.

This description was prepared from a field survey performed by Woolpert, Inc. under the direction of R. Douglas Briggs P.E., P.S. (7366) in February 2008.

Monuments referred to as iron pins set are % inch diameter 30 inch long iron bars with a 1 ½ inch diameter aluminum cap marked "ODOT R/W, Dist 08, Woolpert 7366."

The bearings of this description are based upon ground coordinates from a GPS calibrated site, using control points on the state plane grid, Chio south zone, with horizontal datum of NAD 83 (1995), a vertical datum of NAVD 88, and a the 2003 geoid model. For additional information see the control report performed by Woolpert Inc., and submitted to ODOT for the Ham-75-2.30 project in April 2006.

## Closure Report

## Parcel 850WD: RE11640 RP027 RP026 RP025 RP024 RE11640

RE11640 to RP027: S 76 deg. 41 min. 54 sec. E. Dist. 195.11 RP027 to RP026: N 83 deg. 50 min. 00 sec. W. Dist. 7.47 RP026 to RP025: N 78 deg. 26 min. 33 sec. W. Dist. 132.78 RP025 to RP024: N 83 deg. 38 min. 47 sec. W. Dist. 53.89 RP024 to RE11640: N 05 deg. 55 min. 34 sec. E. Dist. 11.58

Perimeter: 400.83

Area: 843,5 sq. ft., Acres: 0.01936 Error North: -0.00 Error East: -0.00

Error bearing; N 17 deg. 57 min. 46 sec. E Total Dist. Error, 0.00

Error of Closure: 1:101529

Thence S 76 deg. 41 min. 54 sec. E. 195.11 feet at 30.61 feet Right of centerline Station 207+02.09;

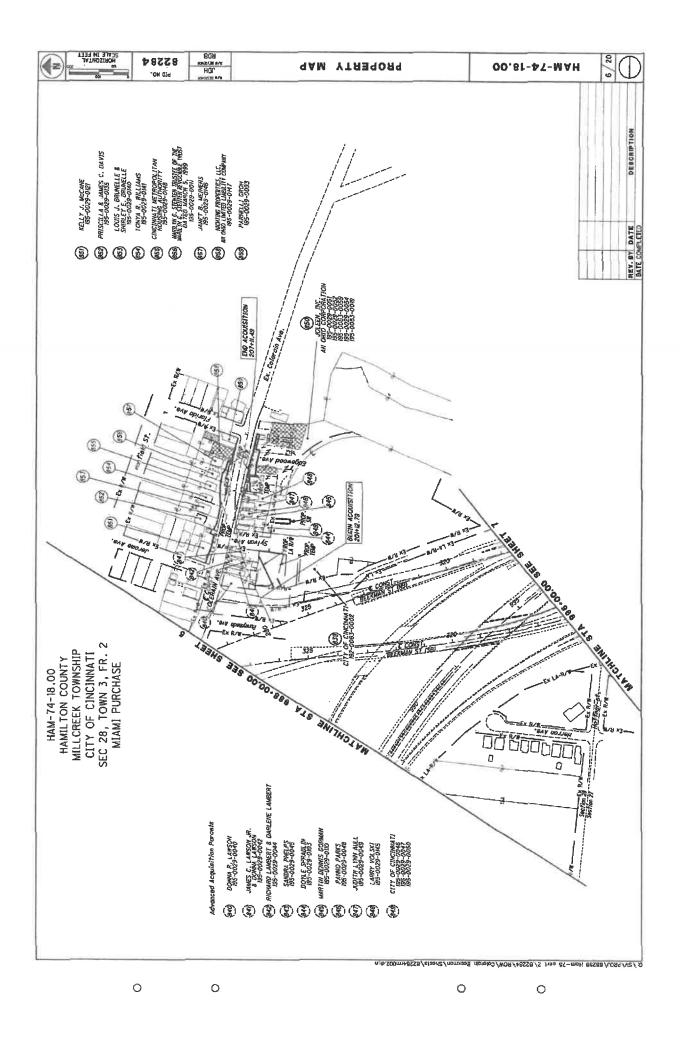
Thence N 83 deg. 50 min. 00 sec. W, 7.47 feet at 31.52 feet Right of centerline. Station 206+94.68;

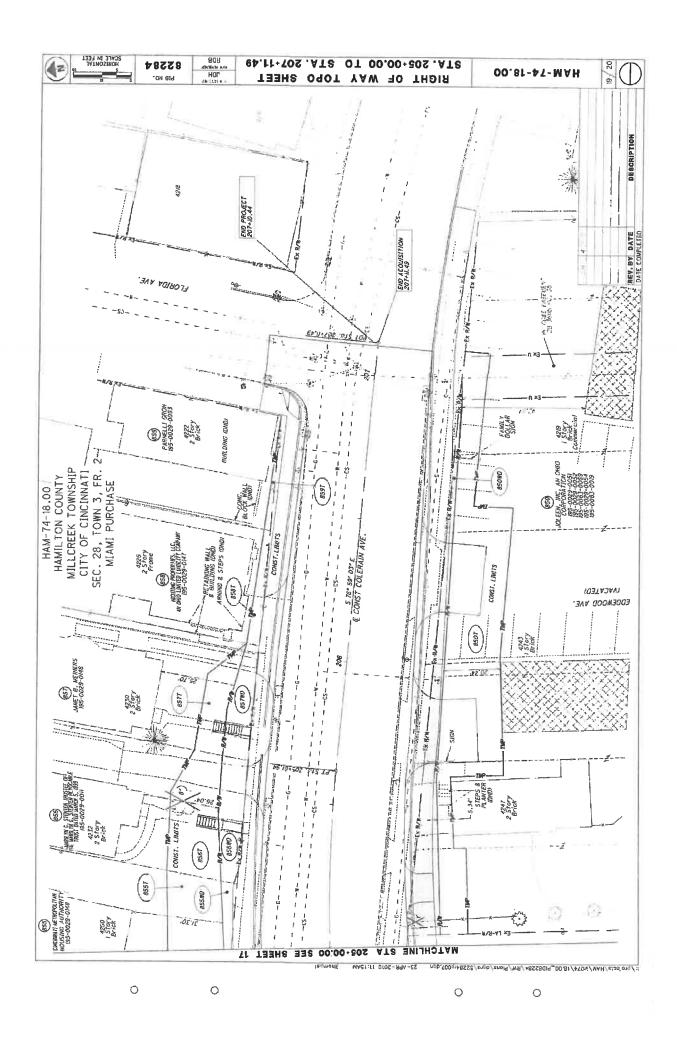
Thence N 78 deg. 26 min. 33 sec. W, 132 78 feet at 34.88 feet Right of centerline Station 205+61.94;

Thence N 83 deg. 38 min. 47 sec. W, 53.89 feet at 38.23 feet Right of centerline Station 205+04.17:

Thence N 05 deg. 55 min 54 sec. E, 11.58 feet to the TRUE POINT OF BEGINNING.

The above described area contains 0.01936 acres of land, more or less, of which the present road occupies 0.000 acres of land, more or less which is part of the County Auditor's Permanent Parcel number.





#### **EMERGENCY**

**CHM** 

- 2020

**ACCEPTING** the conveyance from the State of Ohio, Department of Transportation, of certain real property adjoining Colerain Avenue in the Northside neighborhood of Cincinnati designated as Hamilton County Auditor's Parcel No. 195-0029-0171-00.

WHEREAS, following the completion of the HAM-74-18.00 construction project, the State of Ohio, Department of Transportation ("ODOT") conveyed to the City of Cincinnati by *Director's Deed*, executed March 4, 2020, title to certain real property adjoining Colerain Avenue in Cincinnati designated as Hamilton County Auditor's parcel no. 195-0029-0171-00 (the "ODOT Parcel"); and

WHEREAS, the City Manager in consultation with the City's Department of Transportation and Engineering, recommends the Council to accept the donation of the ODOT Parcel to facilitate the dedication of additional land as public right-of-way to Colerain Avenue in association with the Northside Arterial Improvement Project; now, therefore,

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

Section 1. That the *Director's Deed* from the State of Ohio, Department of Transportation, executed March 4, 2020, attached to this ordinance as Attachment "A," conveying the fee simple title to certain real property located along Colerain Avenue to the City of Cincinnati, as more particularly described as follows, is hereby accepted and confirmed:

Situated in Section 28, Township 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Millcreek Township, County of Hamilton, State of Ohio, and being part of that real estate conveyed to Joleen Inc. as recorded in Official Record Volume 5456, Page 52 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Hamilton County Recorder's Office, unless noted otherwise)

Being a parcel of land lying on the right side of the centerline of proposed Colerain Avenue as determined for the Ham-74-18.00 project, made by the Ohio Department of Transportation in Plat Book 423, Pages 98-100, of the records of Hamilton County, and being located within the following described points in the boundary thereof: The stations and offsets of the above description are measured from the proposed centerline of construction of Colerain Avenue, and are depicted in the Ham-74-18.00 construction plans and corresponding centerline plat referenced above.

BEGINNING at a point at an iron pin set at the northwest comer of Lot No. 11 of Byron Kirby Heirs, First Subdivision as the same is recorded in Plat Book 15, Page 26, said point is also located 26.65 feet right of station 205+03.98;

Thence along the south side of Colerain Avenue South 76 deg. 41 min. 54 sec. East for a distance of 195.11 feet to an iron pin set at the northeast corner of Lot No. 7 of said Byron Kirby Heirs First Subdivision, also being located 30.61 feet right of centerline station 207+02.09;

Thence leaving Colerain Avenue, along the proposed south right-of-way of Colerain Avenue, North 83 deg. 50 min. 00 sec. West for a distance of 7.47 feet to an iron pin set in the west line of Lot No. 8 of said Bryon Kirby Heirs First Subdivision located 31.52 feet right of centerline station 206+94.68;

Thence North 78 deg. 26 min. 33 sec. West for a distance of 132.78 feet to an iron pin set at a point located 34.88 feet right of centerline station 205+61.94;

Thence North 83 deg. 38 min. 47 sec. West for a distance of 53.89 feet to an iron pin set in the east line of Lot No. 11 of said Byron Kirby Heirs First Subdivision located 38.23 right of centerline station 205+04.17;

Thence leaving the proposed south right-of-way of Colerain Avenue along the east line of said Lot No. 11, North 05 deg. 55 min. 54 sec. East for a distance of 11.58 feet to the TRUE POINT OF BEGINNING.

Section 2. That the Clerk of Council is hereby directed to note the Council's acceptance on the *Director's Deed* so that same may be placed of record in the land records of Hamilton County, Ohio.

Section 3. That the City Manager is authorized to do all things necessary to carry out the terms of this ordinance, including, without limitation, executing any and all ancillary agreements, plats, deeds, and all other documents as the City Manager deems necessary or appropriate. That the City Solicitor shall cause an authenticated copy of this ordinance and the Deed to be filed with the Hamilton County, Ohio Auditor's Office, and recorded in the Hamilton County, Ohio Recorder's Office.

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 immediate need to accept and record the conveyance instrument without delay to allow the

City's Department of Transportation and Engin	neering to continue to prepare all necessary
documents to dedicate the property to public use for	or street purposes.
Passed:	020
	John Cranley, Mayor
Attest:	



Date: June 24, 2020

To: Mayor and Members of City Council

From: Patrick A. Duhaney, City Manager

Subject: EMERGENCY ORDINANCE - ACCEPTING ODOT DEED FOR COLERAIN AVENUE RIGHT-OF-WAY

Attached is an emergency ordinance captioned as follows:

**ACCEPTING** the conveyance from the State of Ohio, Department of Transportation, of certain real property adjoining Colerain Avenue in the Northside neighborhood of Cincinnati designated as Hamilton County Auditor's Parcel No. 195-0029-0171-00.

Following completion of the Northside Arterial Improvement Project, the Ohio Department of Transportation (ODOT) conveyed to the City of Cincinnati, by Director's Deed, additional land as public right-of-way to Colerain Avenue.

The City Manager, in consultation with the City's Department of Transportation and Engineering (DOTE), recommends to Council to accept the donation of the ODOT Parcel to facilitate the dedication of additional land as public right-of-way.

The reason for the emergency is the immediate need to accept and record the conveyance without delay to allow DOTE to continue to prepare all necessary documents to dedicate the property to public use for street purposes.

The Administration recommends passage of the attached emergency ordinance.

Attachment I – State of Ohio Director's Deed

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

# Exhibit A Legal Descriptions

#### **Project Parcel No. 26**

Property Address: 2277 Spring Grove Avenue, Cincinnati, Ohio 45214 Auditor's Parcel ID No.: 187-0009-0105-00 (0106 thru 0114 consolidated)

Being all that certain part of Lot Numbered Thirty-Six (36) on the plat of Subdivision of the land of John C. Benkenstein, deceased, by Commissioners in Partition in Case No. 23245, Superior Court of Cincinnati, which plat is a part of the papers in said case as appears in Mutilated Records of the Superior Court Record 10, Page 52, which said part of said lot is bounded and described as follows:

Beginning at a point in the west line of Spring Grove Avenue ten (10) feet north of the point where it is intersected by the south line of said Lot Numbered Thirty-Six (36); thence northwardly with the west line of Spring Grove Avenue thirty (30) feet to a point; thence running westwardly parallel with the south line of said Lot Numbered Thirty-Six (36) a distance of one hundred nineteen and 68/100 (119.68) feet to a point, which is twenty-five (25) feet south of the south line of Queen City Avenue, and also twenty-three and 59/100 (23.59) feet east of the east line of Buck Street; thence southwesterly in a straight line to a point in the east line of Buck Street, which is fifty-five (55) feet south of the south line of Queen City Avenue; thence eastwardly and parallel with the south line of said Lot Numbered Thirty-Six (36) one hundred forty-three and 27/100 (143.27) feet to the west line of said Spring Grove A venue, the point and place of beginning.

Subject to an easement for overhanging eaves of the house next north of said premises, projecting into the yard of the property hereby conveyed.

Prior Deed Reference: Deed Book 4207, page 489, Hamilton County, Ohio records.

## Project Parcel No. 27

Property Address: 2279 Spring Grove Avenue, Cincinnati, Ohio 45214

Auditor's Parcel ID No.: 187-0009-0104-00

That certain lot of ground in the City of Cincinnati, County of Hamilton and State of Ohio, and known as part of Lot No. Thirty-Six (36) on a plat of subdivision made by the Commissioners appointed in Partition Case No. 23245, Superior Court of Cincinnati, said premises hereby conveyed are situated at the Southwest corner of Spring Grove Avenue and Queen City Avenue, formerly Thomas Street, and are more particularly described as follows, to-wit:

Beginning at the Southwest corner of Spring Grove Avenue and Queen City Avenue; thence south along the West line of Spring Grove Avenue Twenty-Five (25) feet to a point; thence West along a line parallel to the South line of Queen City Avenue One Hundred Nineteen and 68/100

(119.68) feet more or less to a point Twenty-Three and 59/100 (23.59) feet East of Buck Street, formerly Brighton Street, at the comer of a lot conveyed to the Cincinnati Union Terminal Company by Deed Recorded in Deed Book 1572, page 544, of the Records of Hamilton County, Ohio; thence Northeasterly on a straight line and along the Easterly line of the lot so conveyed to the Cincinnati Union Terminal Company to a point in the South line of Queen City Avenue Forty-three and 25/100 (43.25) feet East of the East line of said Buck Street; thence East along the South line of Queen City Avenue One Hundred and 02/100 (100.02) feet more or less to the place of beginning.

Prior Deed Reference: Deed Book 3938, page 927, Hamilton County, Ohio records.

#### **EMERGENCY**

**CHM** 

- 2020

**TO APPROPRIATE** to public use property required for the Western Hills Viaduct Replacement Project.

WHEREAS, on February 5, 2020, Council for the City of Cincinnati passed Resolution No. 7-2020 captioned as follows:

**DECLARING** the intent to appropriate to public use property required for the construction of the eastern approach of the Western Hills Viaduct Replacement Project.

WHEREAS, notice of the passage of the Resolution has been served according to law; now, therefore,

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

Section 1. That it is hereby deemed necessary and hereby declared to be the intent of this Council to appropriate to public use for the purpose of the Western Hills Viaduct Replacement Project (ODOT project HAM-WHV Eastern Approach; PID 105315), which project includes the relocation, installation, construction, reconstruction, and improvement of public utility facilities for the construction, reconstruction, maintenance, and improvement of a bridge open to the public without charge, fee simple and leasehold interests in the real property described in Exhibit A attached hereto (collectively, the "Property"), with the owners of record of the Property being as follows:

Project Parcel	<u>Owner</u>	Hamilton Co. Auditor Parcel No.
26	Differential Holding Co. LLC	187-0009-0105 (0106 through 0114 consolidated)
27	Differential Holding Co. LLC	187-0009-0104

Section 2. That the City Solicitor is hereby authorized to commence proceedings in a

proper court by filing a complaint for appropriation of the Property at such time as the City has

met the requirements of Section 163.04 of the Ohio Revised Code.

Section 3. That at any time prior or subsequent to the filing of a complaint or complaints

for appropriation, the City Manager is hereby authorized, with the approval of the City Solicitor,

to acquire by purchase the real property interests described in Section 1 hereof, and in connection

with such acquisition, or for the preparation of court proceedings, to enter into special contracts

for necessary services, expert or otherwise, as the same may be required.

Section 4. That this ordinance shall be an emergency measure necessary for the

preservation of 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 file complaints for appropriation in order that the City may

commence the Western Hills Viaduct Replacement Project, in accordance with the schedules set

forth in the contracts being entered into for this project.

Passed:		, 2020		
			John Cranley, Mayor	
Attest:				
	Clerk			



Date: June 24, 2020

To: Mayor and Members of City Council

From: Patrick A. Duhaney, City Manager

Subject: EMERGENCY ORDINANCE - WHV EASTERN APPROACH APPROPRIATION PARCELS 26&27

Attached is an emergency ordinance captioned as follows:

**TO APPROPRIATE** to public use property required for the Western Hills Viaduct Replacement Project.

It is necessary to appropriate the property listed in the attached ordinance in order to construct the eastern approach to the Western Hills Viaduct Replacement project. On February 5, 2020, Resolution No. 7-2020 was passed declaring the intent to appropriate this property.

The City has received full acquisition authorization from the Ohio Department of Transportation ("ODOT") and the U.S. Department of Transportation's Federal Highway Administration ("FHWA"), both for acquisition of the property and required relocation cost for the properties located at 2277 and 2279 Spring Grove Avenue for the construction of the Western Hills Viaduct.

Funding for the acquisition and subsequent relocation costs consists of eighty (80%) federal grant funding with a twenty (20%) required local match. All such funding has been received and appropriated to the Western Hills Viaduct Project.

The federal funding, administered through ODOT, obligates the City to comply with all applicable laws and with ODOT and FHWA regulations, policies and procedures for property acquisition and relocation assistance.

The property is needed to build a new Duke substation. The current substation is within the alignment of the new viaduct and needs to be removed. This site is needed because of its proximity to the old substation, which is necessary so the connections to the transmission lines across the railroad yard and to underground distribution lines can be made.

The reason for the emergency is the immediate necessity of filing complaints for appropriation in order that the City may commence the Western Hills Viaduct Replacement Project, in accordance with the schedules set forth in the contracts being entered into for this project.

The Administration recommends passage of the attached emergency ordinance.

Attachment I – Exhibit A, Legal Descriptions

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

# ATTACHMENT A

[SPACE ABOVE FOR RECORDER'S USE]
GRANT OF ENCROACHMENT EASEMENTS  (a vault encroachment and aerial encroachment upon Vine Street at 1521 Vine Street)
This Grant of Encroachment Easements is made this day of, 2020 by the CITY OF CINCINNATI, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "City"), in favor of WILLKOMMEN HOLDING, LLC, an Ohio limited liability company, the tax-mailing address of which is 1203 Walnut Street, Cincinnati, OH 45202 ("Grantee").
Recitals:
A. By virtue of a Deed recorded in Official Record, Page Hamilton County, Ohio Recorder's Office, Grantee owns the real property located at 1521 Vine Street, Cincinnati, Ohio, in the Over-the-Rhine neighborhood of Cincinnati, as more particularly described on Exhibit A – (Legal Description – Benefitted Property) hereto (the "Benefitted Property").
B. The City owns the adjoining Vine Street public right-of-way, which is under the management and control of the City's Department of Transportation and Engineering ("DOTE").
C. Grantee has requested two (2) encroachment easements from the City for improvements that encroach upon portions of the Vine Street right-of-way (namely, an encroachment for a utility vault and an aerial encroachment for window projections; collectively, the "Improvements" and each an "Improvement", as applicable).
D. The City Manager, in consultation with DOTE, has determined that the easements will not have an adverse effect on the City's retained interest in the public right-of-way.
E. The City's Real Estate Services Division has determined that the fair market value of the easements, as determined by appraisal, is \$1,520, which has been deposited with the Real Estate Services Division.
F. City Planning Commission, having the authority to approve the change in the use of Cityowned property, approved the easements at its meeting on June 19, 2020.
G. Cincinnati City Council approved the easements by Ordinance No2020, passed on, 2020.
NOW THEREFORE, the parties do hereby agree as follows:
{00315853-1} 1

- Grant of Encroachment Easements. The City does hereby grant to Grantee, on the terms and conditions set forth herein, as an appurtenance to and for the benefit of the Benefitted Property, the following two non-exclusive easements for the maintenance of the Improvements; (i) an encroachment easement for a utility vault and associated facilities and appurtenances that encroach into the Vine Street public right-of-way, as depicted on Exhibit B (Site Survey - Utility Vault Easement) and described on Exhibit C (Legal Description - Utility Vault Easement) hereto (the "Utility Vault Easement"); and, (ii) an aerial encroachment easement for window projections that encroach into the Vine Street right-of-way, as depicted on Exhibit D (Site Survey - Window Projection Easement) and described on Exhibit E (Legal Description - Window Projection Easement) hereto (the "Window Projection Easement" and together with the Utility Vault Easement, the "Encroachment Easements" and each an "Encroachment Easement", as applicable). Grantee shall not make any modifications to the Improvements without the City's prior written consent. Notwithstanding anything herein to the contrary, the Encroachment Easements shall automatically terminate upon (i) the complete demolition of the building; (ii) any permanent alteration of the building that entails the elimination of an Improvement within an easement area such that any Encroachment Easement would be rendered unnecessary; or (iii) upon written notice from the City if the City determines that it needs the Easement Areas or any portions thereof for a municipal purpose or upon DOTE's determination that the Improvements are creating a public safety issue.
- 2. <u>Maintenance and Repairs</u>. Grantee, at no cost to the City, shall at all times maintain the Improvements in a continuous state of good and safe condition and repair. Grantee acknowledges that there may be existing easements, utility lines and related facilities in the vicinity of the easement areas ("Third Party Utility Lines"). In connection with Grantee's activities within the easement areas, Grantee shall not interfere with the access of any relevant utility company to maintain and repair the Third Party Utilities Lines, and shall, at Grantee's expense, promptly repair any and all damage to the Third Party Utility Lines caused by Grantee, its agents, employees or contractors. Any relocation of Third Party Utility Lines necessitated by Grantee's activities shall be handled entirely at Grantee's expense. All work undertaken by Grantee hereunder shall be in compliance with all applicable codes, laws, and other governmental standards, policies, guidelines and requirements.
- 3. <u>Insurance</u>; <u>Indemnification</u>. At all times during which Grantee is undertaking construction activities within the easement areas, and in addition to whatever other insurance and bond requirements as the City may from time to time require, Grantee shall maintain a policy of Commercial General Liability insurance, with an insurance company reasonably acceptable to the City and naming the City as an additional insured, in an amount not less than \$1,000,000 per occurrence, combined single limit/\$1,000,000 aggregate, or in such greater amount as the City may from time to time require. Grantee shall furnish to the City a certificate of insurance evidencing such insurance upon the City's request and, in any event, prior to undertaking any construction activities within the easement areas. Grantee hereby waives all claims and rights of recovery against the City, and on behalf of Grantee's insurers, rights of subrogation, in connection with any damage to the Improvements, no matter how caused. Grantee shall defend (with counsel reasonably acceptable to the City), indemnify, and hold the City harmless from and against any and all claims, actions, losses, costs (including without limitation reasonable attorneys fees), liability and damages suffered or incurred by, or asserted against, the City in connection with the construction, maintenance, repair or other matters associated with the Improvements.
- 4. <u>Covenants Running with the Land</u>. The provisions hereof shall run with the land and shall inure to the benefit of the City and be binding upon Grantee and its successors-in-interest with respect to the Benefitted Property.
- 5. <u>Coordinated Report Conditions (CR #34-2020)</u>. The following additional conditions shall apply:

  (a) <u>DOTE</u>:

{00315853-1}

- (i) The vault shall be flush and not pose a tripping hazard in the sidewalk. If it is vented, the grate must meet ADA requirements.
- (ii) A DOTE street opening permit, obtained by a DOTE licensed street contractor, is required for all private improvements in the public right-of-way. All improvements in the public right-of-way must be built to City standards, policies and guidelines.
- (b) <u>CINCINNATI BELL TELEPHONE</u>: Existing Cincinnati Bell Telephone facilities must remain in place, in service and able to be accessed. Any damage done to the facilities, or any work done to relocate the facilities as a result as a result of this request will be handled entirely at the property owner's expense.
- 6. <u>Exhibits</u>. The following exhibits are attached hereto and made a part hereof:

Exhibit A – Legal Description - Benefitted Property

Exhibit B - Site Survey - Utility Vault Easement

Exhibit C - Legal Description - Utility Vault Easement

Exhibit D - Site Survey - Window Projection Easement

Exhibit E - Legal Description - Window Projection Easement

[Signature Page Follows]

Executed on the date of acknowledgement indicated below.

{00315853-1}

CITY OF CINCINNATI	
Ву:	
By: Patrick A. Duhaney, City Manager	
STATE OF OHIO )	
COUNTY OF HAMILTON ) ss:	
Patrick A. Duhaney, City Manager of the	cnowledged before me this day of, 2020 by City of Cincinnati, an Ohio municipal corporation, on behalf of a certified hereby is an acknowledgement. No oath or affirmation to the notarial act certified to hereby.
	Notary Public My commission expires:
Approved by:	
11.00	
John S. Brazina, Director Department of Transportation and Engine	ering
Approved as to Form by:	
<u></u>	
Assistant City Solicitor	
Acknowledged and Accepted:	
willkommen Holding, LLC, an Ohio limited liability company	
Ву:	
Printed name:	
Title:	
Date:, 2020	
This instrument prepared by: City of Cincinnati Law Department 801 Plum Street, Suite 214 Cincinnati, OH 45202	

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#### **EXHIBIT A**

#### to Grant of Encroachment Easements

#### LEGAL DESCRIPTION—BENEFITTED PROPERTY

#### **PARCEL I:**

Situated in the City of Cincinnati, County of Hamilton and State of Ohio and being further described as follows:

All that certain lot in said City of Cincinnati, commencing on the east side of Republic (formerly Bremen) Street at a point 120 1/2 feet north of 15th Street thence north along the east side of Republic Street 40 feet thence east on a line parallel with 15th Street 74 feet to an alley thence south along the west line of said alley 40 feet thence west 74 feet to Republic Street, the place of beginning.

PPNS: 081-0004-0052-00 and 081-0004-0051-00 Commonly known as 1512 and 1514 Republic Street, Cincinnati, OH

#### PARCEL II:

Situated in the State of Ohio, County of Hamilton and City of Cincinnati, and being a lot of land on the East side of Republic (formerly Bremen) Street, between Fifteenth and Liberty Streets; beginning at the Southwest corner of a lot conveyed by Nicholas Longworth to Frederick Ditmearing by deed recorded in Deed Book 239, Page 207 of the Hamilton County Records; which point is two hundred seventy-two (272) feet South of Liberty Street according to the plat in the office of the Auditor of Hamilton County, Ohio, thence running Southwardly along Republic Street twenty (20) feet and back the same width 70 feet, more or less to an alley, being part of Out Lot No. Forty-three (43), be the same more or less.

PPN: 081-0004-0050-00

Commonly known as 1516 Republic Street, Cincinnati, OH

#### PARCEL III:

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, beginning at a point in the East line of Republic Street (formerly Bremen Street) which said point is the northwest corner of a lot formerly leased by Nicholas Longworth and wife to Henry Goessmyer and being 272 feet south of the southwest corner of Republic and Liberty Streets thence north along the east line of Republic Street 22 feet thence eastwardly at right angles to Republic Street 70 feet more or less to an alley thence southwardly along the east line of said alley 22 feet, thence westwardly 70 feet more or less to the place of beginning.

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PPN: 081-0004-0049-00

Commonly known as 1518 Republic Street, Cincinnati, OH

#### PARCEL IV:

Situated in the City of Cincinnati, County of Hamilton, State of Ohio and being part of out-lot 43 and being more particularly described as follows:

Beginning at a point in the east side of Republic Street 230 feet south of the south side of Liberty Street thence south along the east side of Republic Street 20 feet to a point thence from the first two mentioned points eastwardly at right angles to Republic Street to the west line of an alley being the same width in the rear as in front.

PPN: 081-0004-0048-00

Commonly known as 1520 Republic Street, Cincinnati, OH

#### PARCEL V:

Situate in Cincinnati Hamilton County Ohio, being part of Outlot 43 and more particularly described as follows:

Beginning at a point in the west line of Vine Street 128 feet south of the southwest corner of Liberty and Vine Streets (63.10 feet South of the southwest corner of Liberty and Vine Streets as now constructed) said point being also 276.77 feet north of the northwest corner of Fifteenth and Vine Streets, thence South 16 deg. East 64.35 feet along the west line of Vine Street, thence South 74 deg. 10 west 90 feet to the east line of Parvis Alley, thence North 16 deg. West 64.35 feet along the east line of Parvis Alley thence North 74 deg 10 East 90 feet to the point of beginning.

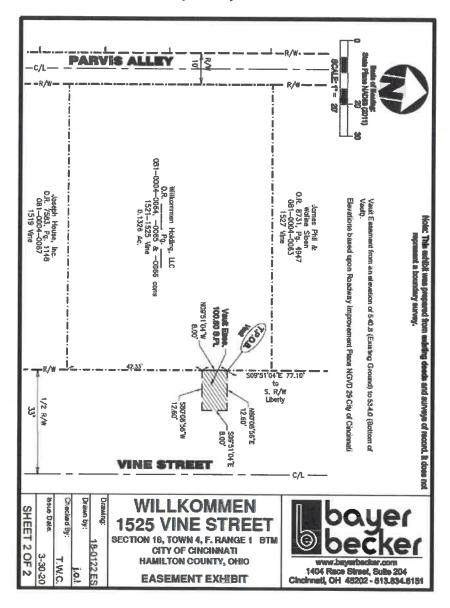
PPN: 081-0004-0064-00 (0064 thru 0066 CONS.)

Commonly known as 1521-1525 Vine Street, Cincinnati, OH

**EXHIBIT B** 

to Grant of Encroachment Easements

Site Survey - Utility Vault Easement



#### **EXHIBIT C**

#### to Grant of Encroachment Easements

#### Legal Description - Utility Vault Easement

Situated in Section 18, Town 4, Fractional Range 1 Between the Miamis, The City of Cincinnati, Hamilton County, Ohio being a Vault Easement from an elevation of 540.8 (Existing Ground) to 534.0 (Bottom of Vault) into the existing 66-foot-wide right-of-way of Vine Street and being further described as follows:

Begin at a point measuring from the intersection of the south right of way of West Liberty Street (Varies) and the west right of way of Vine Street (66'); thence, with the west right of way of said Vine Street, South 09° 51' 04" East, 77.10 feet to the True Point of Beginning;

thence, from the True Point of Beginning, thus found, through the lands of said Vine Street the following three courses: North 80° 08' 56" East 12.60 feet;

thence, South 09° 51' 04" East, 8.00 feet:

thence, South 80° 08' 56" West, 12.60 feet to the west right of way of said Vine Street;

thence, with the west right of way of said Vine Street North 09° 51' 04" West, 8.00 feet to the True Point of Beginning containing 100.80 Square Feet.

The above description was prepared from an easement exhibit made on March 30, 2020 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

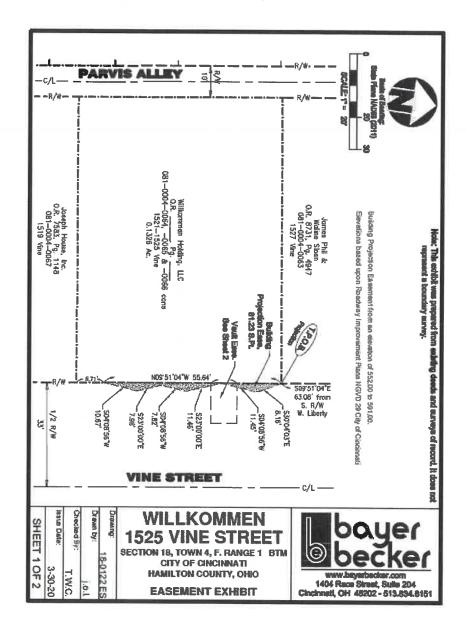
Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

Vertical Elevations based upon Roadway Improvement Plans NGVD 29 City of Cincinnati

**EXHIBIT D** 

to Grant of Encroachment Easements

Site Survey - Window Projection Easement



{00315853-1}

#### **EXHIBIT E**

#### to Grant of Encroachment Easements

#### Legal Description – Window Projection Easement

Situated In Section 18, Town 4, Fractional Range 1 Between the Miamis, The City of Cincinnati, Hamilton County, Ohio being a Building Projection Essement from an elevation of 552.00 to 591.00 into the existing 66-foot-wide right-of-way of Vine Street and being further described as follows:

Begin at a point measuring from the intersection of the south right of way of West Liberty Street (Varies) and the west right of way of Vine Street (66'); thence, with the west right of way of said Vine Street, South 09° 51' 04" East, 63.08' feet to the southeast corner of James Phil & Waline Sloan as recorded in Official Record 8731, Page 4947, said corner being the True Point of Beginning;

thence, from the True Point of Beginning, thus found, departing said James Phil & Waline Sloan and through the lands of said Vine Street the following six courses: South 30° 04' 03" East, 8.16 feet;

thence, South 04° 08' 56" West, 11.45 feet;

thence, South 23° 00' 00" East, 11.46 feet;

thence, South 04° 08' 56" West, 7.82 feet:

thence, South 23° 00' 00" East, 7.98 feet;

thence, South 04° 08' 56" West, 10.67 feet to the west right of way of said Vine Street;

thence, with the west right of way of said Vine Street North 09° 51' 04" West, 55.64 feet to the True Point of Beginning containing 81.23 Square Feet.

The above description was prepared from an easement exhibit made on March 30, 2020 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

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

Vertical Elevations based upon Roadway Improvement Plans NGVD 29 City of Cincinnati.

**AUTHORIZING** the City Manager to execute a *Grant of Encroachment Easements* in favor of Willkommen Holding, LLC pursuant to which the City of Cincinnati will grant encroachment easements for a utility vault and window projections located at 1521-1525 Vine Street that encroach upon portions of the Vine Street public right-of-way in the Over-the-Rhine neighborhood of Cincinnati.

WHEREAS, Willkommen Holding, LLC ("Grantee") owns the property located at 1521-1525 Vine Street in Cincinnati; and

WHEREAS, the City of Cincinnati owns the adjoining Vine Street public right-of-way, which is under the management of the City's Department of Transportation and Engineering ("DOTE"); and

WHEREAS, Grantee has requested encroachment easements from the City, as depicted and described in the *Grant of Encroachment Easements* attached to this ordinance as Attachment A, for a proposed utility vault and proposed window projections to encroach upon portions of the Vine Street public right-of-way; and

WHEREAS, the City Manager, in consultation with DOTE, has determined that granting the easements to Grantee is not adverse to the City's retained interest in the public right-of-way; and

WHEREAS, pursuant to Section 331-5 of the Cincinnati Municipal Code, Council may authorize the encumbrance of City-owned property without competitive bidding in those cases in which it determines that it is in the best interest of the City; and

WHEREAS, the City's Real Estate Services Division has determined by appraisal that the fair market value of the easements is approximately \$1,520, which Grantee has deposited with the City Treasurer; and

WHEREAS, City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the easements at its meeting on June 19, 2020; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a *Grant of Encroachment Easements* in favor of Willkommen Holding, LLC ("Grantee"), owner of the

property located at 1521-1525 Vine Street in Cincinnati, in substantially the form attached to this ordinance as Attachment A, pursuant to which the City of Cincinnati will grant to Grantee two encroachment easements over portions of the Vine Street public right-of-way for a utility vault and associated utility facilities and window projections to encroach upon the public right-of-way.

Section 2. That granting the easements to Grantee is not adverse to the City's retained interest in the Vine Street public right-of-way.

Section 3. That it is in the best interest of the City to grant the easements without competitive bidding because, as a practical matter, no one other than Grantee would have any use for the easements.

Section 4. That the fair market value of the easements, as determined by appraisal by the City's Real Estate Services Division, is approximately \$1,520, which Grantee has deposited with the City Treasurer.

Section 5. That the proceeds from the grant of easements shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City's Real Estate Services Division in connection with the easements, and that the City's Finance Director is hereby authorized to deposit amounts in excess thereof, if any, into Miscellaneous Permanent Improvement Fund 757.

Section 6. That the City's Finance Director is authorized to transfer and appropriate such excess funds from Miscellaneous Permanent Improvement Fund 757 into Capital Improvement Program Project Account No. 980x233x202306, "Street Improvements."

Section 7. That the City Manager and other City officials are authorized to take all necessary and proper actions to carry out the provisions of this ordinance and to fulfill the terms

of the *Grant of Encroachment Easements*, including, without limitation, executing any and all ancillary agreements, plats, and other real estate documents.

Section 8. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed:		, 2020	
			John Cranley, Mayor
Attest:	Clerk		



Date: June 24, 2020

To: Mayor and Members of City Council

From: Patrick A. Duhaney, City Manager

Subject: ORDINANCE – GRANT OF ENCROACHMENT EASEMENT AT 1521-1525 VINE STREET

Attached is an ordinance captioned as follows:

**AUTHORIZING** the City Manager to execute a *Grant of Encroachment Easements* in favor of Willkommen Holding, LLC pursuant to which the City of Cincinnati will grant encroachment easements for a utility vault and window projections located at 1521-1525 Vine Street that encroach upon portions of the Vine Street public right-of-way in the Over-the-Rhine neighborhood of Cincinnati.

This ordinance expresses the City's intent to grant easements to Willkommen Holding, LLC ("Grantee") for a utility vault and window projections located at 1521-1525 Vine Street in Cincinnati.

The Grantee owns property at 1521-1525 Vine Street and has requested the easements that encroach upon portions of Vine Street.

It has been determined that granting the easements is not adverse to the City's retained interest in the public right-of-way.

The fair market value of the easements is approximately \$1,520.00, which Grantee has deposited with the City Treasurer.

The City Planning Commission approved the easements at its meeting on June 19, 2020.

The Administration recommends passage of the attached ordinance.

Attachment I – Grant of Encroachment Easements

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

# ATTACHMENT A

Contract No.	No.	

Property: Panther Court

#### **PROPERTY SALE AGREEMENT**

This Property Sale Agreement (this "Agreement") is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation, the address of which for purposes of this Agreement is 801 Plum Street, Cincinnati, OH 45202 (the "City") and DENNIS M. SCHNURR, ARCHBISHOP OF CINCINNATI, TRUSTEE FOR ARCHBISHOP ELDER HIGH SCHOOL, CINCINNATI, HAMILTON COUNTY, OHIO, whose tax mailing address is 100 East 8th Street, Cincinnati, Ohio 45202 ("Purchaser").

#### Recitals:

- A. The City owns a <u>0.0551</u> acre tract of land dedicated as public right-of-way known as Panther Court in the West Price Hill neighborhood of Cincinnati, Ohio, as depicted on <u>Exhibit A</u> (*Survey Plat*) and described on <u>Exhibit B</u> (*Quitclaim Deed*) hereto (the "**Sale Property**"). The Sale Property is under the management and control of the City's Department of Transportation and Engineering ("**DOTE**").
- B. Purchaser owns the adjoining property that abuts Panther Court, as depicted on Exhibit A hereto ("Purchaser's Property"), which contains the Elder High School campus. Purchaser has petitioned the City to vacate the Sale Property as public right-of-way and seeks to purchase it to facilitate the expansion of the school campus.
- C. Daniel Reitz a reputable attorney practicing in Hamilton County, Ohio, has provided an Attorney's Certificate of Title dated June 10, 2020 certifying that (i) the City and Purchaser is the owner of all the real property abutting the Sale Property, and (ii) the written consent of all necessary Purchaser to the City's vacation and sale of the Sale Property to Purchaser, a copy of which is attached as <a href="Exhibit C">Exhibit C</a> (Attorney's Certificate of Title) hereto.
- D. Pursuant to Ohio Revised Code Chapter 723, the legislative authority of a municipal corporation may convey the fee simple estate or other interest in land used for streets and alleys if it has determined that the property is not needed for municipal purposes.
- E. The City has determined that the Sale Property is not needed for transportation or any other municipal purpose and that the sale of the Sale Property will not be detrimental to the public interest.
- F. The City's Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Sale Property is \$750.00, which Purchaser is willing to pay.
- G. The City has determined that eliminating competitive bidding in connection with the City's sale of the Sale Property is justified because the City has determined that selling the Sale Property to Purchaser because Purchaser owns all of the property abutting the Sale Property and therefore, as a practical matter no one other than Purchaser would have any use for it.
- H. Section 13 of Article VIII of the Ohio Constitution provides that, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political subdivisions to sell, lease, exchange, or otherwise dispose of property within the State of Ohio for industry, commerce, distribution and research.
- I. City Planning Commission, having the authority to approve the change in the use of Cityowned property, approved the sale of the Sale Property to Developer at its meeting on June 19, 2020.

{00315493-1}

J.	Execution	of this	Agreement w	as authorized	by	Cincinnati	City	Council	by O	rdinanc	e No
2020,	passed or		, 2020.		-		•		•		

NOW, THEREFORE, the parties agree as follows:

1. <u>Purchase Price</u>. Subject to the terms and conditions set forth herein, the City hereby agrees to sell the Sale Property to Purchaser, and Purchaser hereby agrees to purchase the Sale Property from the City for \$750 (the "Purchase Price"). Purchaser acknowledges that it is familiar with the condition of the Sale Property and, at Closing (as defined below), the City shall convey the Sale Property to Purchaser in "as is" condition. The City makes no representations or warranties to Purchaser with respect to the condition of the Sale Property and, from and after the Closing, the City shall have no liability of any kind to Purchaser for any defects, adverse environmental condition, or any other matters affecting the Sale Property.

### 2. Closing.

- (A) <u>Conditions</u>. The closing on the City's sale of the Sale Property to Purchaser (the "Closing") shall not occur unless and until the following conditions have been satisfied (the "Conditions"); provided, however, that if the City, in its sole discretion, determines that one or more of the Conditions would be more appropriately handled at Closing or post-Closing, the City may, if appropriate, include such Conditions in the City's Quitclaim Deed to Purchaser or handle such Conditions post-Closing. Purchaser shall perform all work and investigations and shall obtain and prepare all necessary documents pertaining to the satisfaction of the Conditions, at no cost to the City.
  - (i) <u>Title & Survey</u>: Purchaser's approval of title to the Sale Property and, if obtained by Purchaser, an ALTA property survey of the Sale Property;
  - (ii) Inspections, Utilities & Zoning/Building Code Requirements: Purchaser's approval of inspections of the Sale Property, including without limitation environmental assessments and soil assessments, all matters pertaining to utility service for the Sale Property, and all zoning and building code requirements that are applicable to the Sale Property;
  - (iii) Plats and Legal Descriptions: Purchaser shall have provided the City with all plats and legal descriptions as required by DOTE, the City Planning Department, and the Hamilton County Auditor and Recorder in connection with the City's vacation and sale of the Sale Property;
  - (iv) Abutter's Interests: Purchaser shall have provided the City with an attorney's certificate of title certifying that Purchaser and the City are the sole Purchasers to the Sale Property.
  - (v) Coordinated Report Conditions (CR #10-2020):

## (a) **DOTE**:

- (1) The existing utilities must be granted easements or relocated at petitioner's expense.
- (2) Abutting property owners must agree to the sale in writing.
- (3) No Auditor's parcels shall be landlocked by this vacation/sale. If possible, potential landlocked parcels should be consolidated with parcels having legal street frontage.

- (4) The Purchaser is required, at their expense, to provide the City with an acceptable legal description for the sale area that meets the recordable standards of the Hamilton County Recorder's Office.
- (5) A turnaround must be constructed to DOTE standards at the proposed terminius of Panther Court and shall be within the right-of-way.
- (6) All other comments from the Coordinated Site Review process for this project must be met.
- (7) A DOTE street opening permit, obtained by a DOTE licensed street contractor, is required for all private improvements in the public right-of-way. All improvements in the public right-of-way must be built to City standards, policies and guidelines. Application for permits may be made at Room 425, City Hall, 801 Plum Street. Please note that plan drawings (2 sets), to be reviewed by DOTE, must be attached to the permit application.

### (b) MSD:

- (1) An existing 18" and 21" diameter sewer (approximately 8' to 9' deep) provides combined sewer service to the area. A 20' wide minimum permanent easement centered on the existing sewer will be required by MSDGC in the vacationing the ROW portion proposed. Note, an additional 3' on either side of the permanent easement will be required, along with other restrictions, as outlined per MSDGC Rules and Regulations Section 207. No structure which can interfere with the access to the public sewer or can exert loading upon a public sewer per MSDGC Rules and Regulations Section 206.
- (2) A MSDGC Excavation/Fill permit as well as bond will be necessary for any construction, construction traffic, earthwork, or any other construction activity over the existing sewer should the area become part of a construction area. Additional requirements will be established by the MSDGC E/F permit (such as verification and usage of existing or abandoned building services to the combined sewer through dye testing, CCTVing, etc) depending on the final project concept plan and submission of the MSDGC Request for Availability for Sewer Service for the final project. Promptly following the conveyance, Purchaser shall consolidate the Sale Property with Purchaser's adjoining property by filing a Consolidation Plat with the Hamilton County Auditor and Recorder. The Sale Property shall not thereafter be conveyed separately from the cemetery or used for any non-cemetery-related use.

## (c) GCWW:

- (1) The Water Works has no objection to the subject portion vacation/sale of Panther Court contingent upon the completion of the necessary water main abandonment work at the south end section of Panther Court.
- (2) The Water Works has already approved the Purchaser's Preliminary Application and a concept plan (CIN 322-Panther Court), for plugging & abandonment of the existing 6" public water main and the relocation of the public fire hydrant in Panther Court.
- (3) The Purchaser's engineer is required to prepare a survey of existing conditions, which indicates all existing water mains and related appurtenances in the subject area. The engineer must prepare engineering drawings for the Water

Works. Engineering drawings will be subject to review and approval by the Water Works, and Water Works plan review charges will he charged. The Purchaser must hire a contractor to perform all necessary water main abandonment and fire hydrant relocation work. The contractor must submit a letter of intent and contractor's bond for the work to be performed. A Water Works inspector must he present during all phases of water main abandonment work and fire hydrant installation work. Water Works inspection fees will be charged. The contractor must call Mr. Mark Niehe at 591-7870 at least two full working days prior to the start of any work in this area so the location of public water mains and related appurtenances can be marked in the field.

- (4) Any damage done to any public water main or related appurtenance must be repaired entirely at the Purchaser's expense. If in the future, the petitioner or their agents determine the existing water system does not meet their fire and/or domestic water demands, then the petitioner may need to upgrade the water main(s) in their area to meet their future water demands. The Water Works approval of this Coordinated Report for the subject vacation in no way relieves the petitioner of their responsibility to potentially upgrade file water system to meet their future fire and domestic water demands. This work will be performed at the expense of the petitioner and not at the expense of the Water Works.
- (5) All conditions of water service to this property, including the location of attachment to the public water system, and abandonment of any existing water service branches that presently serve the subject premises, will be determined upon submission of final plans and application for service. Water service to this property is subject to all rules, regulations, and current practices and policies of the Cincinnati Water Works.
- (d) <u>Duke Energy</u>: Duke Energy has an overhead primary conductor down the entire length of Panther Court. There is also a gas main the length of Panther Court. Duke Energy also has an easement right at the end of the street into the parking lot around this area. Duke Energy would need to maintain access to everything listed above and need to obtain this easement.
- (e) <u>Cincinnati Bell</u>: Cincinnati Bell has existing underground telephone facilities at this location. Cincinnati Bell can approve this request if the existing facilities remain in place, in service and are able to be accessed. Any damage done to the facilities, or any work done to relocate the facilities as a result as a result of this request will be handled entirely at the property owner's expense
- (B) Right to Terminate. If either party determines, after exercising reasonable good faith efforts, that any of the Conditions are not or cannot be satisfied within a reasonable period of time, such party shall have the right to terminate this Agreement by giving written notice thereof to the other party, whereupon this Agreement and all rights and obligations of the parties hereunder shall terminate. If all of the Conditions have not been satisfied to the satisfaction of both parties or waived in writing and for that reason the Closing has not occurred within **90 days** after the Effective Date, this Agreement and all rights and obligations of the parties hereunder shall automatically terminate.
- (C) <u>Closing Date</u>. Provided the Conditions have been satisfied, the Closing shall take place **30** days after the Effective Date, or on such earlier or later date as the parties may agree upon.
- (D) Closing Costs and Closing Documents. At the Closing, (i) Purchaser shall pay the Purchase Price in full, and (ii) the City shall convey all of its right, title and interest in and to the Sale Property to Purchaser by Quitclaim Deed in the form of Exhibit B. Purchaser shall pay all Hamilton County, Ohio recording fees, transfer tax, and any and all other customary closing costs associated with

the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Purchaser shall pay all real estate taxes and assessments thereafter becoming due. At Closing, the parties shall execute a settlement statement and any and all other customary closing documents that are necessary for the Closing, in such forms as are approved by the City. The City shall not however be required to execute a title affidavit at Closing or other similar documents pertaining to title, it being acknowledged by Purchaser that the City is selling the Property "as is." Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Purchaser shall pay to the City any and all unpaid related and unrelated fines, penalties, judgments, water or other utility charges, and any and all other outstanding amounts owed by Purchaser to the City. The provisions of this Agreement shall survive the City's execution and delivery of the *Quitclaim Deed* and shall not be deemed to have been merged therein.

- 3. Notices. All notices given by the parties hereunder shall be deemed given if personally delivered, delivered by Federal Express, UPS or other recognized overnight courier, or mailed by U.S. regular or certified mail, addressed to the parties at their respective addresses set forth in the introductory paragraph of this Agreement. If Purchaser send a notice to the City alleging that the City is in default under this Agreement, Purchaser shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202. Notices shall be deemed given on the date of receipt.
- 4. Representations, Warranties, and Covenants of Purchaser. Purchaser makes the following representations, warranties and covenants to induce the City to enter into this Agreement:
- (i) Purchaser has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for herein. This Agreement has by proper action been duly authorized, executed and delivered by Purchaser and all actions necessary have been taken to constitute this Agreement, when executed and delivered, valid and binding obligations of Purchaser.
- (ii) Purchaser's execution, delivery and performance of this Agreement and the transaction contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or any mortgage, contract, agreement or other undertaking to which Purchaser is a party or which purports to be binding upon Purchaser or upon any of its assets, nor is Purchaser in violation or default of any of the foregoing.
- (iii) There are no actions, suits, proceedings or governmental investigations pending, or to the knowledge of Purchaser, threatened against or affecting Purchaser, at law or in equity or before or by any governmental authority.
- (iv) Purchaser shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute or governmental proceedings or investigation affecting Purchaser that could reasonably be expected to interfere substantially or materially and adversely affect its financial condition or its purchase of the Sale Property.
- (v) The statements made in the documentation provided by Purchaser to the City have been reviewed by Purchaser and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading.
- (vi) Purchaser does not owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

#### 5. General Provisions.

(A) <u>Entire Agreement</u>. This Agreement (including the exhibits hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior

discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof.

- (B) <u>Amendments</u>. This Agreement may be amended only by a written amendment signed by both parties.
- (C) <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. All actions regarding this Agreement shall be brought in the Hamilton County Court of Common Pleas, and Purchaser agrees that venue in such court is proper. Purchaser hereby waives trial by jury with respect to any and all disputes arising under this Agreement.
- (D) <u>Binding Effect</u>. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and assigns. Purchaser shall not assign its rights or obligations under this Agreement without the prior written consent of the City, which may be withheld in the City's sole discretion, and any attempt to do so without the City's consent shall, at the City's option, render this Agreement null and void.
- (E) <u>Captions</u>. The captions of the various sections and paragraphs of this Agreement are not part of the context hereof and are only guides to assist in locating such sections and paragraphs and shall be ignored in construing this Agreement.
- (F) <u>Severability</u>. If any part of this Agreement is held by a court of law to be void, illegal or unenforceable, such part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.
- (G) <u>No Third Party Beneficiaries</u>. The parties hereby agree that no third party beneficiary rights are intended to be created by this Agreement.
- (H) <u>Brokers</u>. Purchaser represents to the City that Purchaser has not dealt with any real estate brokers and agents in connection with its purchase of the Sale Property.
- (I) Official Capacity. All representations, warranties, covenants, agreements and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements or obligations shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future officer, agent, employee or attorney of the City in other than his or her official capacity.
- (J) <u>Conflict of Interest</u>. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the property sale shall have any personal financial interest, direct or indirect, in the property sale, and Purchaser shall take appropriate steps to assure compliance.
- (K) <u>Administrative Actions</u>. To the extent permitted by applicable laws, and unless otherwise expressly provided in this Agreement, all actions taken or to be taken by the City under this Agreement may be taken by administrative action and shall not require legislative action of the City beyond the legislative action authorizing the execution of this Agreement.
  - 6. <u>Exhibits</u>. The following exhibits are attached hereto and made a part hereof: Exhibit A – Survey Plat Exhibit B – Form of Quit Claim Deeds

[signature page to follow]

{00315493-1}

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

Date:	, 2020	
	[City signatures on the following page]	

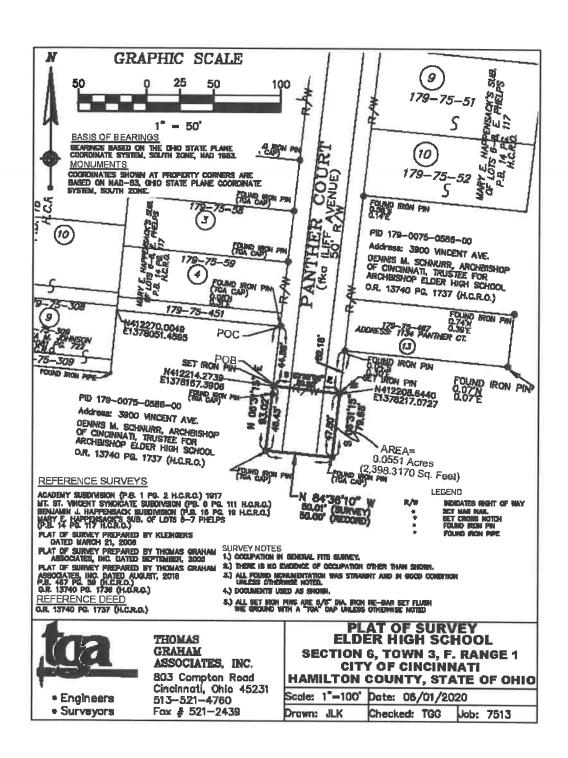
# 

By: \_\_\_\_\_ Karen Alder, City Finance Director

#### **EXHIBIT A**

#### to Property Sale Agreement

## SURVEY PLAT



#### **EXHIBIT B**

to Property Sale Agreement

## FORM OF QUIT CLAIM DEED

5:	space above for recorder	

# **QUITCLAIM DEED**

(Portion of Panther Court)

The CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), for valuable consideration paid, hereby grants and conveys to DENNIS M. SCHNURR, ARCHBISHOP OF CINCINNATI, TRUSTEE FOR ARCHBISHOP ELDER HIGH SCHOOL, CINCINNATI, HAMILTON COUNTY, OHIO, the tax-mailing address of which 100 E. Eighth Street, Cincinnati, OH 45202, ("Grantee"), all of the City's right, title and interest in and to the real property depicted on Exhibit A (Survey Plat) and described on Exhibit B (Legal Description) hereto (the "Property").

Property Address: None; certain portions of former public right-of-way

known as Panther Court.

Auditor's parcels:

None (former public right-of-way)

Prior instrument reference:

None (former public right-of-way)

Pursuant to Ohio Revised Code Chapter 723 and Ordinance No. \_\_\_-2020, passed by City Council on \_\_\_\_\_, 2020, the Property is hereby vacated as public right-of-way by the City.

- (A) <u>Creation of Utility Easement</u>: This conveyance is subject to R.C. Section 723.041 so that any affected public utility, including but not limited to Cincinnati Bell and Duke Energy, shall be deemed to have a permanent easement in such vacated portions of Panther Court for the purpose of maintaining, operating, renewing, reconstructing, and removing said utility facilities and for purposes of access to said facilities.
- (B) <u>Utility Easement for Sanitary Sewers</u>: The City hereby reserves and creates a permanent easement for an existing sanitary sewer line for the operation, maintenance, repair, and replacement of such facilities, including access thereto. Unless otherwise approved by the City in writing, Grantee, its successors and assigns, shall not place or permit to be placed within the easement area any structures or other improvements, except that landscaping, paving and other minor improvements shall be permitted. If the City determines that improvements placed within the easement area interfere with the City's easement rights, the City may remove such improvements at Grantee's expense. Under no circumstances shall the City or its contractors be liable for any damage to improvements placed within the easement area. Following the relocation of any existing sanitary sewers in such vacated portion of the public right-of-way to the satisfaction of the City, upon Grantee's request, the City shall execute and deliver to Grantee a recordable release, for recording in the Hamilton County Recorder's Office, at Grantee's cost.

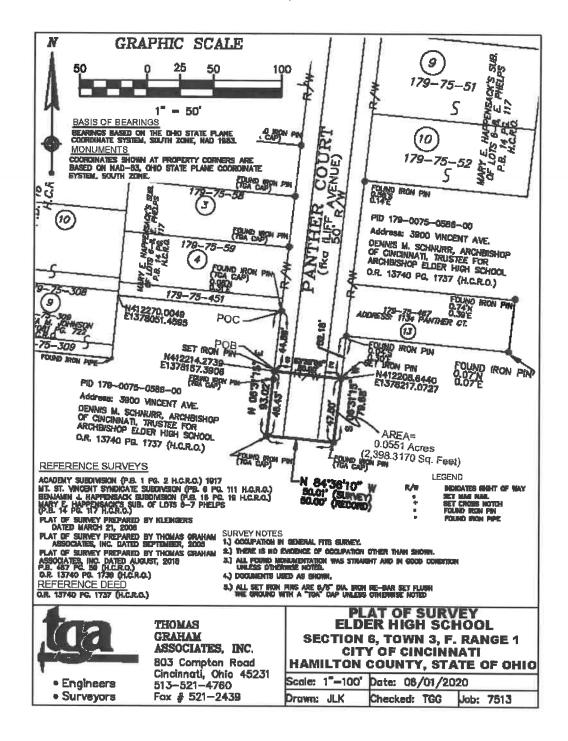
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This conveyance is a transfer between adjoining lot owners made in compliance with Section 711.001, Subsection (B)(1) Ohio Revised Code and does not create an additional building site nor violate any zoning regulation or other public regulation in the parcels hereby conveyed or the balance of the parcels retained by the grantor herein. The parcels hereby conveyed may not hereafter be conveyed separately from Grantee's adjoining parcel nor any structure erected thereon without the prior approval of the authority having jurisdiction of plats.

This conveyance was au, 2020.	thorized by Ordinance	No2020, passed by Cincinnati City Council on
Executed on	, 2020.	
		CITY OF CINCINNATI
		Bv.
		By:Patrick A. Duhaney, City Manager
STATE OF OHIO	) ) SS:	
COUNTY OF HAMILTON	) 33.	
Patrick A. Duhaney, City Mana	ager of the City of Cinci notarial act certified he	before me this day of, 2020 by nnati, an Ohio municipal corporation, on behalf of reby is an acknowledgment. No oath or affirmation al act certified to hereby.
		Notary Public My commission expires:
Approved as to Form:		
Assistant City Solicitor	=	
This instrument prepared by:		
City of Cincinnati Law Department, 801 Plum Street, Suite 214, Cincinnati, Ohio 45202		

{00315493-1}

## Exhibit A to Quitclaim Deed Survey Plat



### Exhibit B

to Quitclaim Deed Legal Description

Situated in Section 6, Town 3, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, being part of the premises conveyed to Dennis M. Schnurr, Archbishop of Cincinnati, Trustee for Archbishop Elder High School by Deed recorded in Official Record 13740, Page 1737 of the Hamilton County Recorder's Office and being more particularly described as follows:

Commencing at a found pin at the Southeast corner of Lot 4 of Mary E. Happensack's Subdivision as recorded in Plat Book 14, Page 117 of the Hamilton County Recorder's Office and the existing West right-of-way of Panther Court, thence departing the said Southeast corner of Lot 4 with the said existing West right-of-way of Panther Court. South 06° 31' 15" West, 44.59 feet to a set iron pin at the proposed south terminus of the existing West right-of-way of Panther Court and the point of beginning; thence with the proposed south right-of-way of Panther Court, South 83° 32' 06" East, 50.00 feet to a set iron pin at the proposed South terminus of the existing East right-of-way of Panther Court; thence South 06° 31' 16" West, 47.50 feet to a found iron pin; thence North 84° 36' 10" West, 50.01 feet to a found mag nail; thence North 06° 31' 15" East, 48.43 feet to the proposed south terminus of the existing West right-of-way of Panther Court and the point of beginning of the tract herein described.

The above described tract contains 0.0551 acres (2,398.3170 Sq. Ft.) of land and is subject to all easements and restrictions of record.

Bearings based on Ohio State Plane Coordinate System, South Zone, NAD 1983.

This description was prepared by Jason L. Kaffenberger, RLS #8428 in Ohio and is based on a survey made by Thomas Graham Associates, Inc. dated August 13th, 2018.

## **EMERGENCY**

CHM

- 2020

**AUTHORIZING** the City Manager to vacate and sell to Dennis M. Schnurr, Archbishop of Cincinnati, Trustee for Archbishop Elder High School, Cincinnati, Hamilton County, Ohio a portion of the public right-of-way known as Panther Court in the West Price Hill neighborhood of Cincinnati to facilitate the expansion of the Elder High School campus.

WHEREAS, the City of Cincinnati owns the public right-of-way known as Panther Court, including an approximately 0.0551 acre portion adjoining the Elder High School campus, as depicted in the *Property Sale Agreement* attached to this ordinance as Attachment A (the "Property"), which is under the management and control of the City's Department of Transportation and Engineering; and

WHEREAS, Dennis M. Schnurr, Archbishop of Cincinnati, Trustee for Archbishop Elder High School, Cincinnati, Hamilton County, Ohio ("Petitioner"), owns the adjoining property, Elder High School campus, and desires to acquire the Property from the City for future expansion of the campus; and

WHEREAS, Daniel Reitz, Esq., a reputable attorney practicing in Hamilton County, Ohio, has certified that Petitioner owns all of the real property abutting the Property; and

WHEREAS, pursuant to Section 723.04, Ohio Revised Code, the City may, upon petition, vacate a street or alley if it has determined that there is good cause for the vacation and that the vacation will not be detrimental to the general interest; and

WHEREAS, pursuant to Section 331-1, Cincinnati Municipal Code, the City may sell real property that is not needed for municipal purposes; and

WHEREAS, pursuant to Section 331-1, Cincinnati Municipal Code, the City's Real Estate Services Division has determined, by professional appraisal, that the approximate fair market value of the Property is \$750, which Petitioner has agreed to pay; and

WHEREAS, pursuant to Section 331-5, Cincinnati Municipal Code, Council may authorize the sale of City-owned real property without competitive bidding in those cases in which it determines that it is in the best interest of the City; and

WHEREAS, City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the vacation and sale of the Property at its meeting on June 19, 2020; now, therefore,

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

Section 1. That the City Manager is hereby authorized to vacate and sell to Dennis M. Schnurr, Archbishop of Cincinnati, Trustee for Archbishop Elder High School, Cincinnati, Hamilton County, Ohio ("Petitioner") an approximately 0.0551 acre portion of the public right-of-way known as Panther Court, in Cincinnati (the "Property"), as described and depicted on the *Property Sale Agreement*, attached to this ordinance as Attachment A.

Section 2. That the Property is not needed for transportation or other municipal purposes, that there is good cause to vacate and sell the Property, and that such vacation and sale will not be detrimental to the general interest.

Section 3. That the fair market value of the Property, as determined by appraisal by the City's Real Estate Services Division, is approximately \$750, which Petitioner is willing to pay.

Section 4. That eliminating competitive bidding in connection with the City's sale of the Property is in the best interest of the City because Petitioner owns all of the abutting property and, as a practical matter, only an abutting property owner would have any practical use for the Property.

Section 5. That the proceeds from the sale of the Property, if any, shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City's Real Estate Services Division in connection with the sale, and that the City's Finance Director is hereby authorized to deposit amounts in excess amount thereof into Miscellaneous Permanent Improvement Fund 757.

Section 6. That the City's Finance Director is authorized to transfer and appropriate such excess funds from Miscellaneous Permanent Improvement Fund 757 into Capital Improvement Program Project Account No. 980x233x202306, "Street Improvements."

Section 7. That, pursuant to Section 723.041, Ohio Revised Code, any affected public utility shall be deemed to have a permanent easement in the Property for the purpose of maintaining, operating, renewing, reconstructing, and removing its utility facilities and for purposes of access to said facilities.

Section 8. That the City Manager and other City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance, including, without limitation, executing any and all other ancillary agreements, deeds, plats, and other documents to facilitate the vacation and sale of the Property to Petitioner, without limitation to the *Property Sale Agreement*, in substantially the form attached to this ordinance as Attachment A.

Section 9. That the City Solicitor shall cause an authenticated copy of this ordinance to be duly recorded in the land records of Hamilton County, Ohio.

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 to enable the City to vacate and sell the Property immediately so that Petitioner may proceed with construction without delay, thereby enabling Petitioner to minimize potential adverse impacts to traffic circulation patterns in and around the West Price Hill neighborhood during the school year.

Passed:		, 2020	
		-	John Cranley, Mayor
Attest:	Clerk		



Date: June 24, 2020

To: Mayor and Members of City Council

From: Patrick A. Duhaney, City Manager

Subject: EMERGENCY ORDINANCE - PANTHER COURT VACATION SALE

Attached is an emergency ordinance captioned as follows:

**AUTHORIZING** the City Manager to vacate and sell to Dennis M. Schnurr, Archbishop of Cincinnati, Trustee for Archbishop Elder High School, Cincinnati, Hamilton County, Ohio a portion of the public right-of-way known as Panther Court in the West Price Hill neighborhood of Cincinnati to facilitate the expansion of the Elder High School campus.

Dennis M Schnurr, Archbishop of Cincinnati, Trustee for Archbishop Elder High School, ("Petitioner") owns property, the Elder High School campus, that adjoins Panther Court in West Price Hill. The Petitioner would like to acquire a 0.0551 portion of Panther Court for future expansion of the Elder High School campus.

It has been determined that there is good cause for the vacation and that the property is not needed for municipal purposes.

The approximate fair market value of the property is \$750, which the Petitioner has agreed to pay.

The City Planning Commission approved the vacation and sale of the property at its meeting on June 29, 2020.

The reason for the emergency is to enable the City to vacate and sell the property immediately so the Petitioner may proceed with construction without delay and minimize potential adverse impacts to traffic circulation patterns in and around the West Price Hill neighborhood during the school year.

The Administration recommends passage of the attached emergency ordinance.

Attachment I – Property Sale Agreement

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



**To:** Budget and Finance Committee

From: Paula Boggs Muething, Interim City Manager

Subject: Emergency Ordinance-Addition of CMC 401-24 Developer Requested Water

Main Replacement

Transmitted herewith is an emergency ordinance captioned as follows.

**MODIFYING** the provisions of Chapter 401, "Water Works," of Title IV, "Public Utilities," of the Cincinnati Municipal Code by ORDAINING new Section 401-24, "Owner Requested Replacement of Existing Water Mains," under Division B, "Water Main Installations," in order to establish conditions and requirements for replacement of existing water mains in public rights-of-way or easements.

The Administration recommends passage of this Emergency Ordinance.

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

## **EMERGENCY**

**AEY** 

- 2020

**MODIFYING** the provisions of Chapter 401, "Water Works," of Title IV, "Public Utilities," of the Cincinnati Municipal Code by ORDAINING new Section 401-24, "Owner Requested Replacement of Existing Water Mains," under Division B, "Water Main Installations," in order to establish conditions and requirements for replacement of existing water mains in public rights-of-way or easements.

WHEREAS, the recent redevelopment of older neighborhoods in the City of Cincinnati, including Over-the-Rhine, the Central Business District, and Pendleton, and the modernization of fire suppression and other building code requirements have created new water distribution demands that may not be supported by the existing water mains, some of which may be over eighty years old; and

WHEREAS, for decades, the City focused its capital project planning on water system expansion to meet suburban development needs, but more recently has prioritized the replacement of aging water mains to address frequent breaks and the removal of lead service branches from the system; and

WHEREAS, water main replacements in older urban neighborhoods are more challenging, expensive, and disruptive to residents and businesses because of existing utilities and improvements and narrower rights-of-way, and a typical water main replacement project may take over two years from initiation to completion; and

WHEREAS, the City and the private sector have made considerable investments to stimulate revitalization of older urban neighborhoods, and the City Administration desires to establish a systematic process to upgrade the water infrastructure to support urban neighborhood revitalization and to make water service economically available to all parcels so development can proceed; and

WHEREAS, in response to Council Motion No. 20190184 dated December 10, 2019, the City Administration provided a report to Council (Doc. 202000251) proposing a long-term solution to the challenges of upgrading the water distribution system to support urban core redevelopment, including possible modifications to the Municipal Code and Greater Cincinnati Water Works rules and regulations to address fair allocation of costs and the timing of requests for water main replacement initiated to meet water needs of a particular development; now, therefore,

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

Section 1. That new Section 401-24, "Owner Requested Replacement of Existing Water Mains," of the Cincinnati Municipal Code is hereby ordained to read as follows:

# Sec. 401-24. Owner Requested Replacement of Existing Water Mains.

When one or more owners propose redevelopment of properties along existing water mains located in public rights-of-way or easements, such owner or owners may request that the director evaluate the sufficiency and capacity of the existing water mains to provide adequate water service to the proposed redevelopment as described in plans provided to the department. If the director determines that an existing water main of 6" or less in diameter cannot meet the requirements for the redevelopment based on review of current requirements, including, without limitation, Chapter 401, the rules and regulations, and applicable building code and fire protection standards, the director may authorize the main to be replaced in accordance with rules and regulations promulgated by the director to implement this section, which may specify allocation of the replacement cost and performance between the department and the owner.

Section 2. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to allow for replacement of existing water mains for upcoming development projects.

Passed:		, 2020			
			John Cranley, Mayor		
Attest:	Clerk				



**To:** Members of the Budget and Finance Committee

From: Paula Boggs Muething, Interim City Manager

Subject: Emergency Ordinance - Ohio EPA DMTF Grant

Attached is an Emergency Ordinance captioned:

AUTHORIZING the establishment of capital improvement program project account number 980x104x211034, "Electric Vehicle Charging Station DMTF Grant", for the purpose of providing resources for the installation of electric vehicle chargers; AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in the amount of up to \$115,000 from the Ohio Environmental Protection Agency's Diesel Mitigation Trust Fund (DMTF) Level 2 Electric Vehicle Charging Station Grant program to the newly established capital improvement program project account number 980x104x211034, "Electric Vehicle Charging Station DMTF Grant" for the purpose of providing resources to install electric vehicle chargers.

This Emergency Ordinance establishes capital project account number 980x104x211034, "Electric Vehicle Charging Station DMTF Grant", to provide resources to install electric vehicle chargers. This Emergency Ordinance also authorizes the City Manager to apply for, accept, and appropriate a grant of up to \$115,000 from the Ohio Environmental Protection Agency's Diesel Mitigation Trust Fund (DMTF) Level 2 Electric Vehicle Charging Station Grant program to newly established capital project, "Electric Vehicle Charging Station DMTF Grant," for the stated purpose.

The DMTF Grant requires no local match or FTEs.

The grant application deadline is September 1, 2020, but the City will not accept any funds without approval of the City Council.

This Emergency Ordinance is in accordance with the "Sustain" goal to "Become a healthier Cincinnati" and strategy to "Create a healthy environment and reduce energy consumption," as described on pages 181-186 of Plan Cincinnati.

The reason for the emergency is to comply with the grant application deadline of September 1, 2020.

The Administration recommends passage of this Emergency Ordinance.

cc: Christopher A. Bigham, Assistant City Manager Karen Alder, Interim Finance Director





# E M E R G E N C Y

**CFG** 

- 2020

**AUTHORIZING** the establishment of capital improvement program project account number 980x104x211034, "Electric Vehicle Charging Station DMTF Grant," for the purpose of providing resources for the installation of electric vehicle chargers; and AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in the amount of up to \$115,000 from the Ohio Environmental Protection Agency's Diesel Mitigation Trust Fund (DMTF) Level 2 Electric Vehicle Charging Station Grant program to the newly established capital improvement program project account number 980x104x211034, "Electric Vehicle Charging Station DMTF Grant," for the purpose of providing resources to install electric vehicle chargers.

WHEREAS, there is a grant available from the Ohio Environmental Protection Agency's Diesel Mitigation Trust Fund (DMTF) Level 2 Electric Vehicle Charging Station Grant program in the amount of up to \$115,000 to provide resources to install electric vehicle chargers; and

WHEREAS, on May 16, 2018, City Council adopted the Green Cincinnati Plan in Motion No. 201800830; and

WHEREAS, installation of electric vehicle chargers supports the goal to "decrease the consumption of fossil fuels, including gas, diesel and natural gas by 20%," and the recommendation to "encourage the use of electric vehicles through city programs that incentivize EV ownership and infrastructure," as described on pages 205-211 of the Green Cincinnati Plan (2018); and

WHEREAS, the DMTF grant requires no local match or FTEs; and

WHEREAS, the grant application deadline is September 1, 2020, but the City will not accept any funds without approval of Council; and

WHEREAS, this Emergency Ordinance is in accordance with the "Sustain" goal to "become a healthier Cincinnati," and strategy to "create a healthy environment and reduce energy consumption," as set forth on pages 181-186 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the establishment of capital improvement program project account number 980x104x211034, "Electric Vehicle Charging Station DMTF Grant," for the purpose of providing resources for installation of electric vehicle chargers, is hereby authorized.

Section 2. That the City Manager is hereby authorized to apply for, accept, and appropriate a grant in an amount of up to \$115,000 from the Ohio Environmental Protection Agency's Diesel Mitigation Trust Fund (DMTF) Level 2 Electric Vehicle Charging Station Grant program to the newly established capital improvement program project account number 980x104x211034, "Electric Vehicle Charging Station DMTF Grant,"

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

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 comply with the grant application deadline of September 1, 2020.

Passed:	, 2020	
	_	John Cranley, Mayor
Attest:Clerk		



**To:** Members of the Budget and Finance Committee

From: Paula Boggs Muething, Interim City Manager

Subject: Emergency Ordinance - Schott Foundation Donation for Youth and

Family Programs

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to accept and deposit a donation in the amount of \$50,000 from the Cincinnati Recreation Foundation on behalf of the Marge & Charles J. Schott Foundation for the purpose of providing funding for various Cincinnati Recreation Commission program activities, and supporting program special events for youth and families; and AUTHORIZING the Finance Director to deposit the donations into Contributions for Recreation Purposes Fund 319.

This Emergency Ordinance authorizes the City Manager to accept and appropriate a donation of \$50,000 from the Cincinnati Recreation Foundation on behalf of the Marge & Charles J. Schott Foundation for the purpose of providing funding for various Cincinnati Recreation Commission program activities and to support program special events for youth and families. This Emergency Ordinance also authorizes the Finance Director to deposit the donations into Contributions for Recreation Purposes Fund 319.

There is no match requirement associated with the acceptance of this donation, and there will be no new FTE associated with the acceptance of this donation.

The reason for the emergency is the immediate need for the donation funds to be made available for program activities and to support program special events for youth and families.

This Emergency Ordinance is in accordance with the "Collaborate" goal to "Work in synergy with the Cincinnati community," as described on page 209 of Plan Cincinnati (2012); now, therefore,

The Administration recommends passage of this Emergency Ordinance.

cc: Christopher A. Bigham, Assistant City Manager Karen Alder, Finance Director

Attachment



## **EMERGENCY**

LES

-2020

**AUTHORIZING** the City Manager to accept and deposit a donation in the amount of \$50,000 from the Cincinnati Recreation Foundation on behalf of the Marge & Charles J. Schott Foundation for the purpose of providing funding for various Cincinnati Recreation Commission program activities, and supporting program special events for youth and families; and AUTHORIZING the Finance Director to deposit the donations into Contributions for Recreation Purposes Fund 319.

WHEREAS, the Marge & Charles J. Schott Foundation has made a donation of \$50,000 to the Cincinnati Recreation Foundation to provide funding for various Cincinnati Recreation Commission program activities and to support program special events for youth and families; and

WHEREAS, no local match is required; and

WHEREAS, there are no new FTEs associated with this donation; and

WHEREAS, this ordinance is in accordance with the "Collaborate" goal to "Work in synergy with the Cincinnati community," as described on page 209 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to accept and appropriate a donation from the Cincinnati Recreation Foundation on behalf of the Marge & Charles J. Schott Foundation in the amount of \$50,000 for the purpose of providing funding for various Cincinnati Recreation Commission program activities and to support program special events for youth and families.

Section 2. That the Director of Finance is hereby authorized to receive and deposit the donation resources into Fund 319, "Contributions for Recreation Purposes."

Section 3. That the proper City officials are authorized to use and expend the sum of \$50,000 in accordance with the terms of the grant and Sections 1 and 2 hereof

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

Attest: Clerk	
	John Cramey, Mayor
	John Cranley, Mayor
Passed:, 2020	
support program special events for youth and families.	
the immediate need for the donation funds to be made	available for program activities and to
of Article II, Section 6 of the Charter, be effective immed	diately. The reason for the emergency is



**To:** Members of the Budget and Finance Committee

From: Paula Boggs Muething, Interim City Manager

Subject: Emergency Ordinance - Findlay Recreation Area Partnership

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the appropriation of \$200,000 from the unappropriated surplus of Recreation Special Activities Fund 323 to the Department of Recreation's non-personnel operating budget account no. 323x199x7200 for the purpose of providing resources for third-party providers to assist the Cincinnati Recreation Commission in providing active and interactive programing opportunities at Findlay Park Recreation Area located at 1823 Vine Street in the Over-the-Rhine neighborhood.

The Findlay Park Recreation Area ("Findlay Park") is a valuable resource in the heart of the Over-the-Rhine neighborhood needing active and interactive programming to serve area residents. Therefore, the Cincinnati Recreation Commission ("CRC") intends to initiate a Request for Proposals (RFP) to solicit applications from third-party providers to establish community-based programming at Findlay Park, which will be facilitated by the creation of individual grant agreements that will detail funding amounts, program goals, and other terms and conditions.

The CRC Board, at its July 21, 2020 meeting, approved the Findlay Recreation Area Partnership Program. A forecast for Fund 323 indicates a sufficient fund balance to allow for the requested transfer given projected revenues and expenditures for FY 2021. Revenues and expenditures in Fund 323 will be closely monitored throughout FY 2021 due to the ongoing effects of the COVID-19 pandemic.

The reason for the emergency is the immediate need to make resources available in time to facilitate late summer and fall programing opportunities.

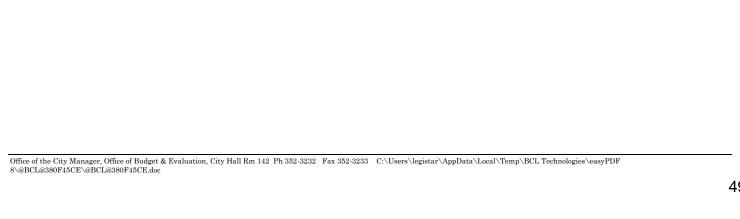
This Emergency Ordinance is in accordance with the "Collaborate" goal to "Work in synergy with the Cincinnati community," as described on page 209 of Plan Cincinnati (2012); now, therefore,

The Administration recommends passage of this Emergency Ordinance.

cc: Christopher A. Bigham, Assistant City Manager Karen Alder, Finance Director

Attachment





## **EMERGENCY**

**KKF** 

- 2020

**AUTHORIZING** the appropriation of \$200,000 from the unappropriated surplus of Recreation Special Activities Fund 323 to the Department of Recreation's non-personnel operating budget account no. 323x199x7200 for the purpose of providing resources for third-party providers to assist the Cincinnati Recreation Commission in providing active and interactive programing opportunities at Findlay Park Recreation Area located at 1823 Vine Street in the Over-the-Rhine neighborhood.

WHEREAS, the Findlay Park Recreation Area ("Findlay Park") is a valuable resource in the heart of the Over-the-Rhine neighborhood that is in need of active and interactive programming to serve area residents; and

WHEREAS, the Cincinnati Recreation Commission ("CRC") intends to initiate a Request for Proposals to solicit applications from third-party providers to establish community-based programming at Findlay Park, which will be facilitated by the creation of individual grant agreements that will detail funding amounts, program goals, and other terms and conditions; and

WHEREAS, the CRC Board approved this program at its meeting on July 21, 2020; and

WHEREAS, a forecast for Fund 323 indicates a sufficient fund balance to allow for the requested transfer given projected revenues and expenditures for FY 2021, and revenues and expenditures in Fund 323 will be closely monitored throughout FY 2021 due to the ongoing effects of the COVID-19 pandemic; and

WHEREAS, this ordinance is in accordance with the "Collaborate" goal to "Work in synergy with the Cincinnati community," as described on page 209 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That appropriation of the sum of \$200,000 from the unappropriated surplus of Recreation Special Activities Fund 323 to the Department of Recreation's non-personnel operating budget account no. 323x199x7200 is hereby authorized for the purpose of providing resources for third-party providers to assist the Cincinnati Recreation Commission in providing active and interactive programing opportunities at Findlay Park Recreation Area located at 1823 Vine Street in the Over-the-Rhine neighborhood.

Section 2. That the proper City officials are authorized to use and expend the sum of \$200,000 according to the terms of Section 1 hereto.

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to make resources available in time to facilitate late summer and fall programing opportunities.

Passed:	, 2020	
		John Cranley, Mayor
Attest:Clerk		



**To:** Members of the Budget and Finance Committee

From: Paula Boggs Muething, Interim City Manager

Subject: Ordinance – Dorothy Dolbey Portrait Donation

Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to accept with gratitude a donation from artist Jennifer Baldwin of a portrait of the City's first female Mayor, Dorothy Dolbey.

This Ordinance authorizes the City Manager to accept a donation of a portrait of Dorothy Dolbey, the first woman to serve as Mayor of the City of Cincinnati, from local artist Jennifer Baldwin. The portrait is valued at approximately \$500.

This donation does not require matching funds, and there are no new FTEs associated with this donation.

The Administration recommends passage of this Ordinance.

cc: Christopher A. Bigham, Assistant City Manager Karen Alder, Finance Director

Attachment

**AUTHORIZING** the City Manager to accept with gratitude a donation from artist Jennifer Baldwin of a portrait of the City's first female Mayor, Dorothy Dolbey.

WHEREAS, local artist Jennifer Baldwin created a portrait of Dorothy Dolbey, the first woman to serve as Mayor of the City of Cincinnati; and

WHEREAS, Ms. Baldwin has generously offered the portrait as a donation to the City, valued at approximately \$500; and

WHEREAS, Council considers acceptance of the donation of the portrait to be in the best interest of the City; now, therefore,

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

Section 1. That the City of Cincinnati hereby accepts the generous donation of this portrait of Dorothy Dolbey, the first woman to serve as Mayor of the Cincinnati, from artist Jennifer Baldwin.

Section 2. That the City Manager is hereby authorized to accept said gift on behalf of the City of Cincinnati on the condition that the City gain full ownership rights over the portrait, including any intellectual property rights or other interests of the artist.

Section 3. That the City, in accepting the donation of the portrait, expressly disclaims any duty to display the portrait or to replace or repair the portrait if it is for any reason damaged or destroyed. The City Manager shall have authority to maintain, remove, or repair the portrait at the City's sole discretion.

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

Section 5. That the City expresses its sincere gratitude to Jennifer Baldwin for this generous donation.

Section 6. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed:	, 2020	
	_	John Cranley, Mayor
Attest:Cle	k	



To: Members of the Budget and Finance Committee

From: Paula Boggs Muething, Interim City Manager

Subject: **Emergency Ordinance - Donations for Youth and Family Programs** 

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to accept and appropriate monetary donations from the Cincinnati Recreation Foundation on behalf of the Haile Foundation in the amount of \$7,500; the Manuel D. & Rhoda Mayerson Foundation in the amount of \$5,000; Interact for Health in the amount of \$7,500; and the Greater Cincinnati Foundation in the amount of \$10,000, for the purpose of providing funding for various Cincinnati Recreation Commission program activities, and supporting program special events for youth and families; and AUTHORIZING the Finance Director to deposit the grant funds in Fund 319, "Contributions for Recreation Purposes."

This Emergency Ordinance authorizes the City Manager to accept and appropriate monetary donations from several community organizations and foundations for the purpose of providing funding for various Cincinnati Recreation Submission program activities and supporting special events for youth and families.

The Haile Foundation has made a donation of \$7,500 to the Cincinnati Recreation Foundation.

The Manuel D. & Rhoda Mayerson Foundation has made a donation of \$5,000 to the Cincinnati Recreation Foundation.

Interact for Health has made a donation of \$7,500 to the Cincinnati Recreation Foundation.

The Greater Cincinnati Foundation has made a donation of \$10,000 to the Cincinnati Recreation Foundation.

This Emergency Ordinance is in accordance with the "Collaborate" goal to "Work in synergy with the Cincinnati community," as described on page 209 of Plan Cincinnati (2012); now, therefore.

The reason for the emergency is the immediate need for the donation funds to be made available for program activities, and supporting program special events for youth and families.

The Administration recommends passage of this Emergency Ordinance.

cc: Christopher A. Bigham, Assistant City Manager

Karen Alder, Finance Director

Attachment



## **EMERGENCY**

LES

- 2020

**AUTHORIZING** the City Manager to accept and appropriate monetary donations from the Cincinnati Recreation Foundation on behalf of the Haile Foundation in the amount of \$7,500; the Manuel D. & Rhoda Mayerson Foundation in the amount of \$5,000; Interact for Health in the amount of \$7,500; and the Greater Cincinnati Foundation in the amount of \$10,000, for the purpose of providing funding for various Cincinnati Recreation Commission program activities, and supporting program special events for youth and families; and AUTHORIZING the Finance Director to deposit the grant funds in Fund 319, "Contributions for Recreation Purposes."

WHEREAS, the Haile Foundation has made a donation of \$7,500 to the Cincinnati Recreation Foundation to provide funding for various Cincinnati Recreation Commission program activities, and supporting program special events for youth and families; and

WHEREAS, the Manuel D. & Rhoda Mayerson Foundation has made a donation of \$5,000 to the Cincinnati Recreation Foundation to provide funding for various Cincinnati Recreation Commission program activities, and supporting program special events for youth and families; and

WHEREAS, Interact for Health has made a donation of \$7,500 to the Cincinnati Recreation Foundation to provide funding for various Cincinnati Recreation Commission program activities, and supporting program special events for youth and families; and

WHEREAS, the Greater Cincinnati Foundation has made a donation of \$10,000 to the Cincinnati Recreation Foundation to provide funding for various Cincinnati Recreation Commission program activities, and supporting program special events for youth and families; and

WHEREAS, donations provided to the Cincinnati Recreation Commission are to be passed through the Cincinnati Recreation Foundation and are to be used to achieve the intended purpose of providing program activities, and supporting program special events for youth and families; and

WHEREAS, there are no new FTEs associated with these donations; and

WHEREAS, no local match is required; and

WHEREAS, acceptance of these donations is in accordance with the "Collaborate" goal to "Work in synergy with the Cincinnati community," as described on page 209 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to accept and appropriate monetary

donations from the Cincinnati Recreation Foundation on behalf of the Haile Foundation in the

amount of \$7,500; the Manuel D. & Rhoda Mayerson Foundation in the amount of \$5,000; Interact

for Health in the amount of \$7,500; and the Greater Cincinnati Foundation in the amount of

\$10,000, for the purpose of providing funding for various Cincinnati Recreation Commission

program activities, and supporting program special events for youth and families.

Section 2. That the Director of Finance is hereby authorized to receive and deposit the

donation resources into Fund 319, "Contributions for Recreation Purposes."

Section 3. That the proper City officials are authorized to use and expend the sum of

\$30,000 in accordance with the terms of the grant and Sections 1 and 2 hereof.

Section 4. That this ordinance shall be an emergency measure necessary for the

preservation of the public peace, health, safety, and general welfare and shall, subject to the terms

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is

the immediate need for the donation funds to be made available for program activities, and

supporting program special events for youth and families.

Passed:		, 2020	
			John Cranley, Mayor
Attest:			
	Clerk		

2020



**To:** Members of the Budget and Finance Committee

From: Paula Boggs Muething, Interim City Manager

Subject: Emergency Ordinance - Recycling Cart Service Center Vehicle

Attached is an Emergency Ordinance captioned:

AUTHORIZING the transfer and return to source of the sum of \$11,230.89 from capital improvement program project account no. 980x104x201005, "Wheeled Recycling Cart Replacement," to Fund 758, "Income Tax Permanent Improvement"; and further AUTHORIZING the transfer and appropriation of \$11,230.89 from the unappropriated surplus of Fund 758, "Income Tax Permanent Improvement," to capital improvement program project account no. 980x981x202505, "Fleet Replacements," for the purpose of providing resources to purchase a box truck needed for the new, City-run recycling cart service center.

This Emergency Ordinance authorizes the transfer and return to source of \$11,230.89 from capital project account no. 980x104x201005, "Wheeled Recycling Cart Replacement," to Fund 758, "Income Tax Permanent Improvement." This Emergency Ordinance also authorizes the transfer and appropriation of \$11,230.89 from the unappropriated surplus of Fund 758 to capital project account no. 980x981x202505, "Fleet Replacements," to provide resources to purchase a box truck for the new, City-run recycling cart service center.

The City is discontinuing the use of the recycling cart service center maintained by Cascade and creating a City-run recycling cart service center as included in the FY 2021 Budget Update. The vehicle used by the Office of Environment and Sustainability (OES) for recycling cart transportation is at the end of its useful life. The Fleet Services Division allocated approximately \$40,000.00 for a replacement vehicle, but a suitable replacement costs \$51,230.89. Resources in the "Wheeled Recycling Cart Replacement" project will be reprogrammed to address the deficit of \$11,230.89.

The recycling cart service center is in accordance with the "Sustain" goal to "Become a healthier Cincinnati" and strategy to "Create a healthy environment and reduce energy consumption," as described on pages 181-186 of Plan Cincinnati.

The reason for the emergency is the immediate need to make resources available to purchase a new box truck for the recycling cart service center before it begins operations in October 2020.

The Administration recommends passage of this Emergency Ordinance.

cc: Christopher A. Bigham, Assistant City Manager Karen Alder, Finance Director

Attachment

#### **EMERGENCY**

**AEP** 

- 2020

**AUTHORIZING** the transfer and return to source of the sum of \$11,230.89 from capital improvement program project account no. 980x104x201005, "Wheeled Recycling Cart Replacement," to Fund 758, "Income Tax Permanent Improvement"; and further AUTHORIZING the transfer and appropriation of \$11,230.89 from the unappropriated surplus of Fund 758, "Income Tax Permanent Improvement," to capital improvement program project account no. 980x981x202505, "Fleet Replacements," for the purpose of providing resources to purchase a box truck needed for the new, City-run recycling cart service center.

WHEREAS, the City is discontinuing use of the recycling cart service center maintained by Cascade and creating a City-run recycling cart service center; and

WHEREAS, the existing vehicle used by the Office of Environment and Sustainability for recycling cart transportation is at the end of its useful life; and

WHEREAS, the Fleet Services Division allocated approximately \$40,000.00 for a replacement recycling cart transportation vehicle, but a suitable replacement costs \$51,230.89; and

WHEREAS, existing program resources available in capital improvement program project account no. 980x104x201005, "Wheeled Recycling Cart Replacement," could be reprogrammed to address the deficit of \$11,230.89 needed to purchase the replacement vehicle; and

WHEREAS, the recycling cart service center is in accordance with the "Sustain" goal to "Become a healthier Cincinnati," and strategy to "Create a healthy environment and reduce energy consumption," as described on pages 181 – 186 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the transfer and return to source of the sum of \$11,230.89 from capital improvement program project account no. 980x104x201005, "Wheeled Recycling Cart Replacement," to Fund 758, "Income Tax Permanent Improvement," is hereby authorized.

Section 2. That the transfer and appropriation of the sum of \$11,230.89 from the unappropriated surplus of Fund 758, "Income Tax Permanent Improvement," to capital improvement program project account no. 980x981x202505, "Fleet Replacements," is hereby

authorized for the purpose of providing resources to purchase a box truck needed for the new City-

run recycling cart service center.

Section 3. That the proper City officials are authorized to do all things necessary and

proper to carry out the terms of Sections 1 and 2 herein.

Section 4. That this ordinance shall be an emergency measure necessary for the

preservation of the public peace, health, safety, and general welfare and shall, subject to the terms

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is

the immediate need to make resources available in order to purchase a new box truck for the

recycling cart service center before it begins operations in October 2020.

Passed:		, 2020	
		_	John Cranley, Mayor
Attest:			
	Clerk		



August 3, 2020

**To:** Members of the Budget and Finance Committee

From: Paula Boggs Muething, Interim City Manager

Subject: Emergency Ordinance - COVID-19 Related PPE Donations

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to solicit and accept in-kind donations of personal protective equipment such as N95 rated masks, surgical and cloth masks, face shields and goggles, gloves, and isolation gowns on an ongoing basis from various organizations, including, but not limited to, Sister Cities, Chambers of Commerce, non-profit organizations, and local businesses for the purpose of protecting frontline workers and first responders working to combat the coronavirus pandemic.

This Emergency Ordinance authorizes the City Manager to solicit and accept in-kind donations of various personal protective equipment (PPE) such as N95 rated masks, surgical and cloth masks, face shields and goggles, gloves, and isolation gowns on an ongoing basis from various organizations. These organization would include Sister Cities, Chambers of Commerce, non-profit organizations, and local businesses. The donated PPE will be utilized to protect frontline workers and first responders who are working to combat the COVID-19 pandemic as they treat patients and interact with the public.

The donations do not require matching funds, and there are no new FTEs associated with this donation.

These donations are in accordance with the "Collaborate" goal to "Work in synergy with the Cincinnati community," as described on page 209 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept the donations in order to maintain a sufficient inventory of PPE for the City.

The Administration recommends passage of this Emergency Ordinance.

cc: Christopher A. Bigham, Assistant City Manager Karen Alder, Finance Director

Attachment



#### **EMERGENCY**

**AEP** 

- 2020

**AUTHORIZING** the City Manager to solicit and accept in-kind donations of personal protective equipment such as N95 rated masks, surgical and cloth masks, face shields and goggles, gloves, and isolation gowns on an ongoing basis from various organizations, including, but not limited to, Sister Cities, Chambers of Commerce, non-profit organizations, and local businesses for the purpose of protecting frontline workers and first responders working to combat the coronavirus pandemic.

WHEREAS, the coronavirus pandemic has depleted the stock of personal protective equipment ("PPE") nationwide; and

WHEREAS, frontline workers and first responders require PPE to protect themselves as they work to treat patients and interact with the public; and

WHEREAS, in-kind donations of PPE are necessary to maintain a sufficient inventory of PPE for the City; and

WHEREAS, the City Manager has requested authority to solicit and accept in-kind donations of PPE for the purpose of protecting frontline workers and first responders; and

WHEREAS, these donations are in accordance with the "Collaborate" goal to "Work in synergy with the Cincinnati community," as described on page 209 of Plan Cincinnati (2012); and

WHEREAS, no matching funds or additional FTEs will be required as a result of these donations; now, therefore,

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

Section 1. That the City Manager is hereby authorized to solicit and accept in-kind donations of personal protective equipment ("PPE") such as N95 rated masks, surgical and cloth masks, face shields and goggles, gloves, and isolation gowns on an ongoing basis from various organizations, including, but not limited to, Sister Cities, Chambers of Commerce, non-profit organizations, and local businesses for the purpose of protecting frontline workers and first responders working to combat the coronavirus pandemic.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accept the donations in order to maintain a sufficient inventory of PPE for the City.

Passed:		, 2020	
			John Cranley, Mayor
Attest:			John Cramey, Mayor
	Clerk		



August 3, 2020

**To:** Members of the Budget and Finance Committee

From: Paula Boggs Muething, Interim City Manager

Subject: Emergency Ordinance - FY 2020 Edward Byrne Memorial

**Justice Assistance Grant** 

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to partner with the HOPE Community Center in applying for and accepting, as a sub-recipient, a grant from the Ohio Department of Public Safety, Office of Criminal Justice Services, FY20 Edward Byrne Memorial Justice Assistance Grant (JAG) (CDFA #16.378), for resiliency training services and supplies for the Cincinnati Police Department, estimated in value at \$18,696, to implement an innovative regional program to educate peer support trainers to monitor initial reactions to triggers and to adapt, using various techniques including Active Constructive Responding, Combat Breathing Technique, Individual Zones for Optimal Functioning, the ABC model, and stacking, for positive emotional and behavioral responses to promote mental well-being.

This Emergency Ordinance would authorize the City Manager to apply for and accept a sub-grant for training services and supplies estimated in value at \$18,696 from the Office of Criminal Justice Services, Edward Byrne Memorial Justice Assistance Grant (JAG) (CDFA # 16.378), delivered through the HOPE Community Center. The HOPE Community Center is the applicant agency. As partner and sub-recipient, the Cincinnati Police Department (CPD) will participate in an innovative regional program to educate peer support trainers to monitor initial reactions to triggers and adapt using various techniques including Active Constructive Responding, Combat Breathing Technique, Individual Zones for Optimal Functioning, the ABC model and stacking, for positive emotional and behavioral responses to promote mental wellbeing. This grant does not require matching funds, and there are no new FTE associated with this grant.

The HOPE Community Center submitted their grant application on June 4, 2020. Should this Emergency Ordinance not be approved, the grant funding for training will not be accepted.

This Emergency Ordinance is in accordance with the "Live" goal to "create a more livable community" as described on page 156 of Plan Cincinnati (2012).

The reason for the emergency is the need to accept the resiliency training services and supplies in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

Christopher A. Bigham, Assistant City Manager cc: Karen Alder, Finance Director

Attachment



#### **EMERGENCY**

**CFG** 

- 2020

**AUTHORIZING** the City Manager to partner with the HOPE Community Center in applying for and accepting, as a sub-recipient, a grant from the Ohio Department of Public Safety, Office of Criminal Justice Services, FY20 Edward Byrne Memorial Justice Assistance Grant (JAG) (CDFA #16.378), for resiliency training services and supplies for the Cincinnati Police Department, estimated in value at \$18,696, to implement an innovative regional program to educate peer support trainers to monitor initial reactions to triggers and to adapt, using various techniques including Active Constructive Responding, Combat Breathing Technique, Individual Zones for Optimal Functioning, the ABC model, and stacking, for positive emotional and behavioral responses to promote mental well-being.

WHEREAS, a grant is available from the Ohio Department of Public Safety, Office of Criminal Justice Services, FY20 Edward Byrne Memorial Justice Assistance Grant (JAG) (CDFA #16.378), for resiliency training services and supplies for the Cincinnati Police Department (CPD), to implement an innovative regional program to educate peer support trainers to monitor initial reactions to triggers and to adapt, using various techniques including Active Constructive Responding, Combat Breathing Technique, Individual Zones for Optimal Functioning, the ABC model, and stacking, for positive emotional and behavioral responses to promote mental well-being; and

WHEREAS, the HOPE Community Center invited CPD to be a grant sub-recipient to receive resiliency training services and supplies, estimated in value at \$18,696.00; and

WHEREAS, the grant requires no local match; and

WHEREAS, accepting these services and supplies as a grant sub-recipient would not require any additional FTEs; and

WHEREAS, in order to meet the grant application deadline of June 4, 2020, the HOPE Community Center has already applied for the grant, but CPD will not accept any resiliency training and supplies should this ordinance not be approved; and

WHEREAS, this ordinance is in accordance with the "Live" goal to "create a more livable community," as described on page 156 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to partner with the HOPE Community Center in applying for and accepting, as a sub-recipient, a grant from the Ohio

Department of Public Safety, Office of Criminal Justice Services, FY20 Edward Byrne Memorial

Justice Assistance Grant (JAG) (CDFA #16.378), for resiliency training services and supplies for

the Cincinnati Police Department, estimated in value at \$18,696, to enable implementation of an

innovative regional program to educate peer support trainers to monitor initial reactions to

triggers and to adapt, using various techniques including Active Constructive Responding,

Combat Breathing Technique, Individual Zones for Optimal Functioning, the ABC model, and

stacking, for positive emotional and behavioral responses to promote mental well-being.

Section 2. That the proper City officials are authorized to do all things necessary and

proper to carry out the terms of the grant application program and Section 1 hereof.

Section 3. That this ordinance shall be an emergency measure necessary for the

preservation of the public peace, health, safety, and general welfare and shall, subject to the

terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the

emergency is the need to accept the resiliency training services and supplies in a timely manner.

assed:		, 2020	
			John Cranley, Mayor
ttest:			
	Clerk	<del> </del>	



August 3, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: PROPERTY SALE AND DEVELOPMENT AGREEMENT FOR 2600

APARTMENT, LLC

Attached is an Emergency Ordinance captioned as follows:

AUTHORIZING the City Manager to execute a *Property Sale and Development Agreement* with 2600 Apartments LLC for the sale, at fair market value, of City-owned real property located at the northeast corner of the intersection of Short Vine and Corry Streets in the Corryville neighborhood of Cincinnati, for assemblage with the purchaser's adjoining property in connection with the construction of a mixed-use commercial and residential development; ESTABLISHING new capital improvement project account no. 980x162x211641, "DCED Property Improvements" for the purpose of providing resources for permanent improvements to vacant buildings and properties controlled or previously controlled by the Department of Community and Economic Development; and further, DECLARING expenditures from capital improvement program project account no. 980x162x211641, "DCED Property Improvements," to be for a public purpose.

#### BACKGROUND/CURRENT CONDITIONS

2600 Apartments, LLC (an affiliate of Uptown Rental Properties) is proposing a split site project along the 2600 Block of Short Vine Street in the Corryville neighborhood. The properties include 2600, 2604, 2622, and 2624-2632 Short Vine ("Property"). 2600-2604 is currently a vacant lot located at the southeast corner of Short Vine Street and East Corry Street. 2622-2632 is a blighted building that has sat vacant for over a decade. This two-story building is one of the last remaining blighted properties in the revitalized Corryville business district. The developer requires a portion of a City-owned parcel located at approximately 4 East Corry Street to create a contiguous, developable site.

Property Sale and Development Agreement 2600 Apartments, LLC Page 2 of 3

#### **DEVELOPER INFORMATION**

2600 Apartments, LLC is an affiliate of Uptown Rental Properties. Uptown Rental Properties has over 25-years of development, construction, and property management experience. Their primary focus has been the revitalization of the Corryville and Mt. Auburn neighborhoods. The developer has continued to value strong partnership with the City and communities in which they work.

#### PROJECT DESCRIPTION

The Developer intends to invest a total of approximately \$7,908,196 to acquire, demolish, and construct new one residential and one mixed-use building to LEED Silver standards ("Project"). The project will include approximately 27 apartments units with a combination of 1 to 5 bedrooms. Rents range from \$1,325-\$2,950. The developer as agreed to keep 1 unit at 80% AMI and not more than one-third of the occupant's income for the duration of the abatement.

The commercial storefront space is intended for a restaurant space that will create two (2) FTEs with an annual payroll of \$90,000. The project will also create forty (40) temporary construction FTEs at a total payroll of \$1,920,000.

In addition to creating jobs and housing, the development will remove activate two the few remaining blighted and/or vacant properties in the Corryville business district.

The Project and the proposed incentive supports the following 'Compete' and 'Live' items within *Plan Cincinnati*: Encourage "small and medium-sized local businesses to locate within centers of activity to help businesses grow and neighborhoods revitalize" ('Compete,' p. 116) and "provide a full spectrum of housing options, and improve housing quality and affordability" ('Live,' p. 164).

#### PROPOSED INCENTIVE

DCED is proposing the sale of City-owned property at fair market value to the developer in order to facilitate the portion of development located at the corner of Short Vine and East Corry Street. The City's appraisal valued the property at \$29,500. The property is necessary for the developer to create a contiguous, developable site. DCED is also proposing a CRA tax abatement through a separate emergency ordinance.

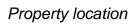
#### RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

Attachment: A. Property location and photographs

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

## **Attachment A: Property Location and Photographs**











# City of Cincinnati

CHM

## An Ordinance No.

- 2020

AUTHORIZING the City Manager to execute a *Property Sale and Development Agreement* with 2600 Apartments LLC for the sale, at fair market value, of City-owned real property located at the northeast corner of the intersection of Short Vine and Corry Streets in the Corryville neighborhood of Cincinnati, for assemblage with the purchaser's adjoining property in connection with the construction of a mixed-use commercial and residential development; ESTABLISHING new capital improvement project account no. 980x162x211641, "DCED Property Improvements" for the purpose of providing resources for permanent improvements to vacant buildings and properties controlled or previously controlled by the Department of Community and Economic Development; and further, DECLARING expenditures from capital improvement program project account no. 980x162x211641, "DCED Property Improvements," to be for a public purpose.

WHEREAS, the City owns approximately 0.0689 acres of undeveloped real property located at the northeast corner of the intersection of Short Vine and Corry Streets, as more particularly described and depicted in the *Property Sale and Development Agreement* attached to this ordinance as Attachment A (the "Sale Property"), which is under the management and control of the City's Department of Community and Economic Development ("DCED"); and

WHEREAS, 2600 Apartments LLC ("Developer") desires to purchase the Sale Property from the City, for consolidation with certain abutting real property that Developer owns or otherwise controls through an affiliate company, on which consolidated site Developer seeks to construct approximately 33,606 square feet of residential rental space, consisting of approximately 27 apartment units, and approximately 2,128 square feet of commercial space at an estimated aggregate construction cost of approximately \$6,357,217 (the "Project"); and

WHEREAS, Section 13 of Article VIII of the Ohio Constitution provides that, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political subdivisions to sell, lease, exchange, or otherwise dispose of property within the State of Ohio for industry, commerce, distribution, and research; and

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

WHEREAS, pursuant to Section 721.01 of the Ohio Revised Code, and Section 331-1 of the Cincinnati Municipal Code, the City may sell real property that is not needed for municipal purposes; and

WHEREAS, the City Manager, being the officer having the custody and control of the Sale Property, and upon consultation with DCED, has determined that the Sale Property is not needed for any municipal purpose; and

WHEREAS, the City's Real Estate Services Division has determined, by professional appraisal, that the approximate fair market value of the Sale Property is \$29,500, which Developer has agreed to pay; and

WHEREAS, pursuant to Section 331-5 of the Cincinnati Municipal Code, Council may authorize the sale of City-owned real property without competitive bidding in those cases in which it determines that it is in the best interest of the City; and

WHEREAS, the appropriation of the proceeds from the sale of the Sale Property to a newly established capital improvement program project account no. 980x162x211641, "DCED Property Improvements," will allow for capital improvements to vacant buildings and properties controlled or previously controlled by the Department of Community and Economic Development; and

WHEREAS, improvements to properties managed by the Department of Community and Economic Development are in accordance with the "Live" goal to "create a more livable community" and strategy to "support and stabilize our neighborhoods" as described on pages 156 and 160-163 of *Plan Cincinnati (2012)*; and

WHEREAS, City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the Sale Property at its meeting on July 17, 2020; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a *Property Sale and Development Agreement* with 2600 Apartments LLC ("Developer"), in substantially the form attached to this ordinance as Attachment A, pursuant to which the City of Cincinnati will sell to Developer approximately 0.0689 acres of City property located at the northeast corner of the intersection of Short Vine and Corry Streets (the "Sale Property"), for assemblage with Developer's adjoining property.

Section 2. That the Sale Property is not needed for any municipal purpose.

Section 3. That the fair market value of the Sale Property, as determined by appraisal by the City's Real Estate Services Division, is approximately \$29,500, which Developer has agreed to pay.

Section 4. That eliminating competitive bidding in connection with the City's sale of the Sale Property is in the best interest of the City because the City desires to sell the Sale Property to Developer to facilitate the development of 33,606 square feet of residential rental space, consisting of approximately 27 apartment units, and approximately 2,128 square feet of commercial space, providing the City with quality housing, jobs, and other economic and non-economic benefits.

Section 5. That the City's Finance Director is hereby authorized to establish new capital improvement program project account no. 980x162x211641, "DCED Property Improvements" for the purpose of providing resources for permanent improvements to vacant buildings and properties controlled or previously controlled by the Department of Community and Economic Development.

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

Section 7. That the City's Finance Director is authorized to transfer and appropriate such excess funds from the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757 to capital improvement program project account no. 980x162x211641, "DCED Property Improvements."

Section 8. That expenditures from capital improvement program project account no. 980x162x211641, "DCED Property Improvements," are hereby declared to be for a public purpose because it will provide local improvements and increase neighborhood vitality.

Section 9. That the City Manager and other City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance and the *Property Sale and Development Agreement*, including, without limitation, executing any and all other ancillary agreements, plats, deeds, easement agreements, affidavits, closing statements, and other documents.

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 to enable the City's sale of the Sale Property to occur as soon as possible so that Developer can promptly move forward with the project, which will result in the stimulation of economic growth in the City of Cincinnati at the earliest possible date, and to create the new capital improvement program project account before the sale of the Sale Property is complete.

Passed:		, 2020	
			John Cranley, Mayor
Attest:	Clerk		

## ATTACHMENT A

J:

Contract No.	
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#### PROPERTY SALE AND DEVELOPMENT AGREEMENT

between the

#### **CITY OF CINCINNATI**

and

#### **2600 APARTMENTS LLC**

Project Name: 4 E. Corry Street and 2604 Short Vine Street

(sale of a vacant land in Corryville for construction of mixed-use project)

#### PROPERTY SALE AND DEVELOPMENT AGREEMENT

This Agreement is made as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, Ohio 45202 (the "City"), and 2600 APARTMENTS LLC, an Ohio limited liability company, with a mailing address of 256 E. University Avenue, Cincinnati, Ohio 45219 ("Developer").

#### Recitals:

- A. The City owns certain real property located at 4 E. Corry Street and 2604 Short Vine Street in the Corryville neighborhood, which properties are more particularly described on <u>Exhibit A</u> (*Legal Description*) and depicted on <u>Exhibit B</u> (*Survey Plat*) hereto (the "City Sale Property"). The City Sale Property is under the management and control of the Department of Community and Economic Development ("DCED") and consists of a vacant lot containing public utility infrastructure and streetscaping.
- B. Developer owns or otherwise controls certain real property adjoining the City Sale Property located at the northeast corner of the intersection of East Corry and Short Vine Streets (the "**Developer's Property**"). Developer seeks the City to sell the City Sale Property to Developer to be consolidated with Developer's Property, thereby creating a property assemblage that will accommodate the construction of a new mixed-use development, as more particularly described on <u>Exhibit C</u> (*Scope of Work*) (the "**Project**").
- C. The City desires to facilitate the Project and is agreeable to sell the City Sale Property to Developer. The City's Real Estate Services Division appraised the City Sale Property and has determined that its fair market value is approximately \$29,500.00, which price Developer has agreed to pay. The City is also cooperating to facilitate a real property tax abatement with respect to the Project pursuant to a Community Reinvestment Area Tax Exemption Agreement (the "CRA Agreement"), subject to passage by City Council of a separate ordinance authorizing such abatement.
- D. Section 13 of Article VIII of the Ohio Constitution provides that, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political subdivisions to sell, lease, exchange, or otherwise dispose of property within the State of Ohio for industry, commerce, distribution and research.
- E. Section 16 of Article VIII of the Ohio Constitution provides that it is in the public interest and a proper public purpose for the City to enhance the availability of adequate housing and to improve the economic and general well-being of the people of the City by providing or assisting in providing housing.
- F. The City has determined that (i) the City Sale Property is not needed for a municipal purpose, and (ii) the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents, and the City's sale of the City Sale Property to Developer to facilitate the Project is consistent with the City's objective of creating good quality housing options within the Corryville neighborhood, thereby contributing to the social and economic viability and stability of the neighborhood.
- G. The City has determined that eliminating competitive bidding in connection with the City's sale of the City Sale Property is justified because the City has determined that the sale of the City Sale Property to Developer will allow Developer to assemble a buildable site to accommodate the construction of the Project, thereby promoting the City's objective of creating good quality housing options in the Corryville neighborhood and enabling currently undeveloped land to be put to its highest and best use, providing the City with jobs and other economic benefits.
- H. City Planning Commission, having the authority to recommend the change in the use of Cityowned property, approved the sale of the City Sale Property to Developer at its meeting on July 17, 2020.

{00316755-2}

I.	Execution	of this	Agreement	was	authorized	by	Cincinnati	City	Council	by	Ordinance	No.
2020,	passed on _		, 2020.									

NOW, THEREFORE, the parties agree as follows:

1. Purchase Price. Subject to the terms and conditions set forth herein, the City hereby agrees to sell the City Sale Property to Developer, and Developer hereby agrees to purchase the City Sale Property from the City, for a purchase price of \$29,500.00 (the "Purchase Price"). Developer acknowledges that it is familiar with the condition of the City Sale Property and, at Closing, the City shall convey the City Sale Property to Developer in "as is" condition. The City makes no representations or warranties to Developer with respect to the condition of the City Sale Property and, from and after the Closing, the City shall have no liability of any kind to Developer for any defects, adverse environmental condition, or any other matters affecting the City Sale Property.

#### 2. Real Estate Closing.

- (A) <u>Surveys and Deeds</u>. The parties shall work cooperatively to accomplish the following steps, in the following order, at no expense to the City (steps (i) and (ii) referred to herein as the "**Pre-Closing Work**":
  - (i) Cut-Up of Existing City Property: Prior to Closing, the City shall file with the Hamilton County Auditor and Recorder a City-to-City Quitclaim Deed and Plat of Survey, in substantially the form attached as <a href="Exhibit D">Exhibit D</a> (Quitclaim Deed City Sale Property Cut Up) hereto, for the purpose of subdividing the existing City property into the City Sale Property and City remainder property.
  - (ii) City's Conveyance of City Sale Property to Developer; Creation of Covenants and Restrictions: At such time as the parties are ready to close (the "Closing"), the City shall execute and deliver to Developer, and Developer shall promptly thereafter file with the Hamilton County Auditor and Recorder, a Quitclaim Deed, in substantially the form attached as Exhibit E (Quitclaim Deed City Sale Property) hereto, pursuant to which:
    - (a) The City shall convey title to the City Sale Property to Developer; and
    - (b) The City shall reserve the right to re-acquire the City Sale Property if Developer fails to obtain all necessary building permits to initiate construction on the Project within the specified time frame provided for herein.
- (B) <u>Closing Conditions</u>. The Closing shall not occur until each of the following conditions ("Closing Conditions") have been satisfied or waived:
  - (i) <u>Pre-Closing Work</u>: Developer and the City have completed all of the Pre-Closing Work;
  - (ii) <u>Coordinated Report Conditions</u>: Developer shall have satisfied all applicable Coordinated Report Conditions (as defined below) in the City's discretion;
  - (iii) <u>Financing</u>: Developer has delivered to the City evidence of a satisfactory loan commitment(s) from Developer's lender(s) evidencing that Developer has secured or will be able to secure all financing necessary to complete the Project;
  - (iv) <u>Other Due Diligence Documentation</u>: Developer has delivered to the City all reasonably requested due diligence documentation related to the City Sale Property

- or Project, and the City has approved the contents and form of all such documentation:
- (v) <u>Construction Schedule</u>: Developer has delivered to the City a projected construction schedule for the Project;
- (vi) <u>Zoning Approval</u>: Evidence that Developer has attained or will attain all zoning approvals that may be required for completion of the Project, including any needed approval to re-zone the Project Site;
- (vii) <u>Building Permit</u>: Evidence that Developer has obtained or is ready to obtain a building permit issued by the City's Department of Buildings and Inspections for the construction of the Project;
- (viii) <u>Project Completion:</u> Based upon all information then available to the City, the City must be reasonably satisfied that the Developer has attained or will attain all approvals and awards necessary to complete the Project; has made no false or misleading claims to the City regarding the Project; and is otherwise prepared, able, and ready to complete the Project in accordance with the requirements of this Agreement; and
- (ix) <u>Continued Compliance</u>: Developer is in compliance with all obligations under this Agreement and that all representations made by Developer under this Agreement or any other document executed between Developer and the City related to the Project continue to be true and accurate.

All of the investigations and documents referred to in this section shall be performed and obtained, as the case may be, at no cost to the City. If Developer desires to enter upon the City Sale Property from time to time to perform surveys or other inspections, the City shall use reasonable efforts to promptly provide Developer with a separate Right-of-Entry for such purposes written on the City's standard form.

- (C) <u>90-Day Due Diligence Period; Right to Terminate</u>. If either party determines, after exercising reasonable good faith efforts, that any of the Closing Conditions are not or cannot be satisfied within <u>90 days</u> after the Effective Date (the "Due Diligence Period"), such party shall have the right to terminate this Agreement by giving written notice thereof to the other party on or prior to the expiration of the Due Diligence Period, whereupon this Agreement and all rights and obligations of the parties hereunder shall terminate. If neither party terminates this Agreement within the Due Diligence Period, the Closing shall occur on the date set forth in paragraph 2(D) below.
- (D) <u>Closing Date</u>. The closing ("**Closing**") shall take place <u>120 days</u> after the Effective Date (<u>i.e.</u>, 90-day Due Diligence Period, plus 30 days to prepare for closing), or on such earlier or later date as the parties may agree upon.
- (E) <u>Closing Costs and Closing Documents</u>. At the Closing, (i) Developer shall pay the Purchase Price in full, and (ii) the City shall convey all of its right, title and interest in and to the City Sale Property to Developer by Quitclaim Deed in the form of <u>Exhibit E</u> hereto. Developer shall pay all Hamilton County, Ohio recording fees and any and all other customary closing costs associated with the Closing such that the City shall not be required to come up with any funds for the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Developer shall pay all real estate taxes and assessments allocable to the City Sale Property thereafter becoming due. The provisions of this Agreement shall survive the City's execution and delivery of the Quitclaim Deed and shall not be deemed to have been merged therein. At Closing, the parties shall execute a closing statement and any and all other customary closing documents that are necessary for the Closing; provided, however, that

the City shall not be required to execute an Affidavit of Title or other similar documents pertaining to title, it being acknowledged by Developer that the City is selling the City Sale Property "as is." Developer shall not sell or transfer title to the City Sale Property or any portion thereof to another developer or anyone else prior to the completion of the Project without the City's prior written consent. Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Developer shall pay to the City any and all unpaid related and unrelated fines, penalties, judgments, water or other utility charges, and any and all other outstanding amounts owed by Developer or any of its affiliated entities to the City.

## 3. <u>Commencement of Project; Re-conveyance of Property to City Upon Failure to Timely Obtain Building Permits.</u>

- (A) <u>Project Commencement Date</u>. Developer shall have obtained all building permits enabling commencement of on-site construction of the Project no later than the Project Commencement Date (as defined below).
- (B) <u>Project Commencement; Repurchase Option</u>. No later than 2 months after the Closing, Developer shall have applied for and received the required building permits from the City's Department of Buildings and Inspections to begin construction of the Project ("Project Commencement Date"). As memorialized in the City's Quitclaim Deed, if Developer has not applied for and received the required building permits from the City's Department of Buildings and Inspections on or before the Project Commencement Date, the City shall have the option to repurchase the City Sale Property for the Purchase Price, as defined in Section 1, above, by limited warranty deed, free and clear of all liens and encumbrances except those, if any, that were in existence as of the date and time of the Closing ("Repurchase Option"), exercisable by giving written notice thereof to Developer at any time after the Project Commencement Date, but prior to the start of on-site construction.
- (C) <u>Plans and Specifications</u>. Developer shall complete the Project in accordance with Cityapproved plans and specifications. Once the City's DCED Director has approved Developer's plans, Developer shall not make any material changes thereto without the Director's prior written consent.
- (D) <u>Contractors and Subcontractors</u>. In performing work on the City Sale Property, Developer shall not solicit bids from any contractors or subcontractors who are identified as being debarred on any lists maintained by the City or by the federal or state governments.
- (E) Applicable Laws. Developer shall obtain, pay for and maintain all necessary building permits and other permits, licenses, and other governmental approvals and shall comply with all applicable federal, state and local laws, codes, ordinances and other governmental requirements applicable to the Project. The City makes no representations or other assurances to Developer that Developer will be able to obtain whatever variances, permits or other approvals from the City's Department of Buildings and Inspections, the City's Department of Transportation and Engineering, other City departments, City Planning Commission, or City Council that may be required in connection with the Project.
- (F) <u>Inspection of Work</u>. During construction at the City Sale Property, the City, its employees and agents shall have the right at all reasonable times to inspect the progress of construction to determine whether Developer is complying with its obligations under this Agreement. If the City determines that the work is not substantially in accordance with the requirements of this Agreement, is not in compliance with all applicable laws, or is not performed in a good and workmanlike manner as compared to normal construction industry standards, the City shall have the right, in its reasonable judgment and after giving Developer reasonable prior written notice thereof, to stop such work and order its replacement at Developer's expense.

- (G) <u>Mechanics Liens</u>. Developer shall not permit any mechanics' liens or other liens to be filed against the City Sale Property during construction. If a mechanics' lien shall at any time be filed, Developer shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record.
- (H) Recognition of City Support. Developer shall acknowledge the support of the City with respect to the Project in all printed materials such as informational releases, pamphlets and brochures, construction signs, project and identification signage, and any publicity such as that appearing on the Internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a participant, Developer shall use either the phrase "Project made possible 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. Developer's obligations under this section shall commence on the Effective Date and shall terminate on the date on which the construction has been completed.

#### 4. Insurance: Indemnification.

- (A) <u>Insurance</u>. Throughout construction, Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$1,000,000 per occurrence, combined single limit/\$1,000,000 aggregate, (ii) builder's risk insurance, insuring the improvements during construction, (iii) worker's compensation insurance in such amount as required by law, (iv) all insurance as may be required by Developer's construction lenders, and (v) such other insurance as may be reasonably required by the City's Division of Risk Management. Developer's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least thirty (30) days prior written notice to the City.
- (B) <u>Waiver of Subrogation</u>. Developer hereby waives all claims and rights of recovery, and on behalf of Developer's insurers, rights of subrogation, against the City, its employees, agents, contractors and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by Developer, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors or subcontractors; it being the agreement of the parties that Developer shall at all times protect against such loss or damage by maintaining adequate insurance. Developer shall cause its property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.
- (C) <u>Indemnity</u>. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, Developer shall defend, indemnify and hold the City, its officers, council members, employees and agents (collectively, the "**Indemnified Parties**") harmless from and against any and all actions, suits, claims, losses, costs (including without limitation attorneys' fees), demands, judgments, liability and damages suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of Developer, its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at the request of Developer in connection with the Project.
- 5. <u>Casualty: Eminent Domain</u>. If any improvements are damaged or destroyed by fire or other casualty during construction, or if any portion of the City Sale Property is taken by exercise of eminent domain (federal, state or local), Developer shall repair and restore the affected property, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which the City Sale Property was in immediately prior to such occurrence. To the extent the City's participation is required, the City and Developer shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. If the proceeds are insufficient to fully repair and restore the City Sale Property, the City shall not be required to make up the deficiency. Developer shall handle all construction in accordance with the applicable requirements set forth herein, including without limitation obtaining the City's approval of the plans and specifications for the improvements if they deviate from the

original City-approved plans. Developer shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the improvements are being repaired or restored.

#### 6. Default; Remedies.

- (A) <u>Default</u>. The occurrence of any of the following shall be an "event of default" under this Agreement:
- (i) The failure of Developer to perform any obligation under this Agreement, and failure by Developer to correct such failure within thirty (30) days after Developer's receipt of written notice thereof from the City; provided, however, that if the nature of the default is such that it cannot reasonably be cured within 30 days, Developer shall not be in default so long as Developer commences to cure the default within such 30-day period and thereafter diligently completes such cure within a reasonable period of time (but not exceeding 90 days) after Developer's receipt of the City's initial notice of default. The foregoing notwithstanding, if Developer's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City, an event of default shall be deemed to have occurred if Developer fails to take corrective action immediately upon discovering such dangerous condition or emergency; or
- (ii) The dissolution of Developer, the filing of any bankruptcy or insolvency proceedings by Developer, or the making by Developer of an assignment for the benefit of creditors;
- (iii) The filing of any bankruptcy or insolvency proceedings against Developer, or the appointment of a receiver (temporary or permanent) for Developer, or the attachment of, levy upon, or seizure by legal process of any of Developer's property, that, in each such event, is not released within 60 days after the filing thereof; or
  - (iv) Any event of default under the CRA Agreement.
- (B) Remedies. Upon the occurrence of an event of default under this Agreement, the City shall be entitled to: (i) demand immediate repayment of all previously disbursed funds if this Agreement provides for City funding, (ii) if the default occurs prior to the Closing, to terminate this Agreement by giving Developer written notice thereof, (iii) take such actions in the way of "self help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of Developer, and (iv) exercise any and all other rights and remedies under this Agreement or otherwise available at law or in equity. Developer shall be liable for all costs and damages, including without limitation attorneys' fees, suffered or incurred by the City as a result of a default of Developer under this Agreement or the City's enforcement or termination of this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy under this Agreement shall not constitute a waiver of the breach of such covenant or of such remedy.
- 7. <u>Notices</u>. All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by UPS, Federal Express or other recognized courier service, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:

City of Cincinnati Dept of Community & Economic Development 805 Central Avenue, Suite 700 Cincinnati, OH 45202 To Developer:

2600 Apartments LLC 256 E. University Avenue Cincinnati, OH 45219 If Developer sends a notice to the City alleging that the City is in default under this Agreement, Developer shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202.

- 8. <u>Representations, Warranties, and Covenants</u>. Developer makes the following representations, warranties and covenants to induce the City to enter into this Agreement:
- (i) Developer is a limited liability company duly organized and validly existing under the laws of the State of Ohio, has properly filed all certificates and reports required to be filed by it under the laws of the State of Ohio, and is not in violation of any laws relevant to the transactions contemplated by this Agreement.
- (ii) Developer has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for herein. This Agreement has by proper action been duly authorized, executed and delivered by Developer and all actions necessary have been taken to constitute this Agreement, when executed and delivered, valid and binding obligations of Developer
- (iii) Developer's execution, delivery and performance of this Agreement and the transactions contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or Developer's organizational documents, or any mortgage, contract, agreement or other undertaking to which Developer is a party or which purports to be binding upon Developer or upon any of its assets, nor is Developer in violation or default of any of the foregoing.
- (iv) There are no actions, suits, proceedings or governmental investigations pending, or to the knowledge of Developer, threatened against or affecting Developer, at law or in equity or before or by any governmental authority.
- (v) Developer shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute or governmental proceedings or investigation affecting Developer that could reasonably be expected to interfere substantially or materially and adversely affect its financial condition or its completion of the Project.
- (vi) The statements made in the documentation provided by Developer to the City that are descriptive of Developer or the Project have been reviewed by Developer and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading.
- (vii) Developer does not owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

#### 9. Reporting Requirements.

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

(B) <u>City's Right to Inspect and Audit</u>. During construction and for a reasonable period of time thereafter, Developer shall permit the City and its designees and auditors to have reasonable access to and to inspect and audit Developer's Records and Reports. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Developer to the City, Developer shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

#### 10. General Provisions.

- (A) <u>Assignment</u>. Developer shall not assign its rights or obligations under this Agreement without the prior written consent of the City, which may be withheld in the City's sole discretion, and any attempt to do so without the City's consent shall, at the City's option, render this Agreement null and void.
- (B) <u>Entire Agreement</u>. This Agreement (including the exhibits hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof.
- (C) <u>Amendments</u>. This Agreement may be amended only by a written amendment signed by both parties.
- (D) <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. All actions regarding this Agreement shall be brought in the Hamilton County Court of Common Pleas, and Developer agrees that venue in such court is proper. Developer hereby waives trial by jury with respect to any and all disputes arising under this Agreement.
- (E) <u>Binding Effect</u>. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and assigns.
- (F) <u>Captions</u>. The captions of the various sections and paragraphs of this Agreement are not part of the context hereof and are only guides to assist in locating such sections and paragraphs and shall be ignored in construing this Agreement.
- (G) <u>Severability</u>. If any part of this Agreement is held by a court of law to be void, illegal or unenforceable, such part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.
  - (H) No Third Party Beneficiaries. No third party beneficiary rights are created by this Agreement.
- (I) <u>Brokers</u>. Developer shall be responsible for payment of any and all commissions and fees payable to brokers and agents who have assisted Developer in its acquisition of the City Sale Property.
- (J) <u>No Recording</u>. This Agreement shall not be recorded in the Hamilton County Recorder's office.
- (K) <u>Time</u>. Time is of the essence with respect to the performance by the parties of their respective obligations under this Agreement.
- (L) Official Capacity. All representations, warranties, covenants, agreements and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements or obligations shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future officer, agent, employee or attorney of the City in other than his or her official capacity.

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- (M) <u>Conflict of Interest</u>. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.
- (N) <u>Administrative Actions</u>. To the extent permitted by applicable laws, and unless otherwise expressly provided in this Agreement, all actions taken or to be taken by the City under this Agreement may be taken by administrative action and shall not require legislative action of the City beyond the legislative action authorizing the execution of this Agreement.
- (O) <u>Counterparts and Electronic Signatures</u>. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original. This Agreement may be executed and delivered by electronic signature; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.
- **11.** <u>Coordinated Report Conditions</u>. Per CR #100-2019, Developer shall abide by the following additional conditions:
- (A) <u>Cincinnati Bell</u>: Cincinnati Bell has existing underground telephone facilities at this location. The existing facilities must remain in place, in service, and able to be accessed. Any damage done to the facilities, or any work done to relocate the facilities as a result of this request will be handled entirely at Developer's expense.
  - (B) Buildings and Inspections:
    - (i) The City Sale Property should be rezoned to an appropriate zoning district;
- (ii) The City Sale Property should be merged with Developer's Property by consolidation plat after the sale and before any building permits are issued;
  - (iii) The Project should be subject to the Coordinated Site Review process.
  - 12. <u>Exhibits</u>. The following exhibits are attached hereto and made a part hereof:

Exhibit A - Legal Description

Exhibit B - Survey Plat

Exhibit C - Scope of Work

Exhibit D - Quitclaim Deed - City Sale Property Cut Up

Exhibit E - Quitclaim Deed - City Sale Property

Exhibit F - Additional Requirements

[SIGNATURE PAGE FOLLOWS]

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

CITY OF CINCINNATI	2600 APARTMENTS LLC			
Ву:	Ву:			
Paula Boggs-Muething, Interim City Manager  Date:, 2020	Name:			
Approved as to Form:				
Assistant City Solicitor				
Certified Date: Fund/Code: Amount: By:				
Karen Alder, City Finance Director				

#### **EXHIBIT A**

to Property Sale and Development Agreement

#### Legal Description

Property Address: 2604 Short Vine Street, Cincinnati, Ohio 45219

Berding Surveying



GPS Surveying - 3D Laser Scanning

**Description for: Uptown** 

Location: Short Vine & Corry Street, 0.0574 Acre Plat of Survey

Situated in Section 14, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**COMMENCING** at the intersection of the north line of Corry Street and the east line of Vine Street;

Thence with the east line of said Vine Street, North 06°14'25" East, 50.00 feet to a set cross notch and the **POINT OF BEGINNING**;

Thence continuing with the east line of said Vine Street, North 06°14'25" East, 25.00 feet to a set cross notch at the southwest comer of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528 of the Hamilton County Recorder's Office;

Thence with the south line of said Gaslight Ventures LLC, South 83°55'38" East, 90.00 feet to the southeast corner of said Gaslight Ventures, referenced by an existing iron pin and cap stamped "Abercrombie #6021-7862" at 0.25 feet south;

Thence along a new division line, South 83°55'38" East, 10.00 feet to a set cross notch in the south line of a tract conveyed to City of Cincinnati in Deed Book 3326, Page 240; AND South 06°14'25" West, 25.00 feet to a set cross notch at the northeast corner of a tract conveyed to City of Cincinnati in Deed Book 3450, Page 511;

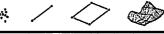
Thence in part with the north line of said City of Cincinnati and the north line of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528, North 83°55'38" West, 100.00 feet to the **POINT OF BEGINNING**.

**CONTAINING 0.0574 ACRES** and being subject to all legal easements and highways of record.

The above described tract being part of the lands conveyed to City of Cincinnati in Deed Book 3326, Page 163 and further identified as part of Hamilton County Auditor's Parcel 092-0002-0177-90.

#### Property Address: 4 East Corry Street, Cincinnati, Ohio 45219





GPS Surveying • 3D Laser Scanning

**Description for: Uptown** 

Location: Short Vine & Corry Street, 0.0115 Acre Plat of Survey

Situated in Section 14, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**COMMENCING** at the intersection of the north line of Corry Street and the east line of Vine Street:

Thence with the north line of said Corry Street, South 83°55'38" East, 90.00 feet to a set cross notch at the southeast corner of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528 of the Hamilton County Recorder's Office and the **POINT OF BEGINNING**.

Thence with the east line of said Gaslight Ventures LLC, North 06°14'25" East, 50.00 feet to a set iron pin in the south line of a tract conveyed to City of Cincinnati in Deed Book 3326, Page 163;

Thence with the south line of said City of Cincinnati, South 83°55'38" East, 10.00 feet to a set cross notch at the northwest corner of a tract conveyed to City of Cincinnati in Deed Book 3392, Page 385;

Thence with the west line of said City of Cincinnati, South 06°14'25" West, 50.00 feet to a a set cross notch in the north line of aforesaid Corry Street;

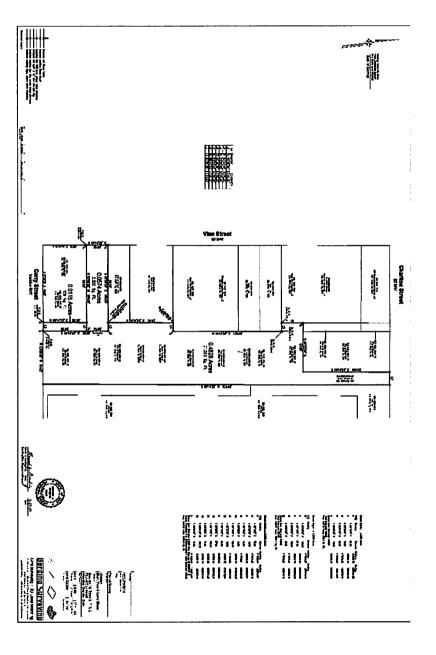
Thence with the north line of said Corry Street, North 83°55'38" West, 10.00 feet to the **POINT OF BEGINNING**.

CONTAINING 0.0115 ACRES and being subject to all legal easements and highways of record.

The above described tract being all of the lands conveyed to City of Cincinnati in Deed Book 3450, Page 511 and further identified as Hamilton County Auditor's Parcel 092-0002-0185-90.

**EXHIBIT B** to Property Sale and Development Agreement

Survey Plat



#### **EXHIBIT C**

to Property Sale and Development Agreement

#### SCOPE OF WORK

Developer intends to construct two structures containing approximately 33,606 square feet of residential rental space, consisting of approximately 27 apartment units, and approximately 2,128 square feet of commercial space at an estimated aggregate cost of approximately \$6,005,180.

#### **EXHIBIT D**

to Property Sale and Development Agreement

#### FORM OF QUITCLAIM DEED - CITY SALE PROPERTY CUT-UP

[SEE ATTACHED]

[SPACE ABOVE FOR RECORDER'S USE ONLY]

Property: 2604 Short Vine Street

(cut-up to create 0.0574 acre parcel (Parcel "A") and 0.4828 acre parcel (Parcel "B")

#### **QUITCLAIM DEED**

(Cut-up)

The **City of Cincinnati**, an Ohio municipal corporation (the "**City**"), hereby grants and conveys to the **City of Cincinnati**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202, all of the City's right, title and interest in and to the real property depicted on <u>Exhibit A</u> (*Plat of Survey*) and described on <u>Exhibit B</u> (*Legal Description – Parcel "A"*) and <u>Exhibit C</u> (*Legal Description – Parcel "B"*) hereto.

	Property Address:	2604 Short Vine Street	, Cincinnati, OH 45219
	Auditor's Parcel No.:	092-0002-0007-90	
grant	This conveyance is pern tor under a deed may also		ed Code Section 5302.18, which provides that a
Cinci	The City's execution of innati City Council on		norized by Ordinance No2020, passed by
	Prior instrument reference	e: Official Record	, Page, Hamilton County, Ohio Records.
	Executed on	, 2020.	
			City of Cincinnati
			Ву:
			Paula Boggs-Muething,
			Interim City Manager

STATE OF OHIO	)		
COUNTY OF HAMILTON	) ss: )		
Paula Boggs-Muething, Interibehalf of the municipal corpo	m City Manager of to ration. The notarial	edged before me this day of the <b>City of Cincinnati</b> , an Ohio muni- act certified hereby is an acknowled egard to the notarial act certified here	cipal corporation, on Igement. No oath or
		Notary Public My commission expires:	
Approved as to Form:			
Assistant City Solicitor			
This instrument prepared by:			
City of Cincinnati Law Depart 801 Plum Street Cincinnati, Ohio 45202	ment		
Exhibits: Exhibit A – Plat of Survey Exhibit B – Legal Description			
Exhibit C - Legal Description	- Parcel "B"		

BEFORE SURVEYING Particular of the control of the con ķ H H 1201 MAR INTERPORTED TO A SAME AND A S Ĭ, 1 Corry Street 122 00115 Acres Charlton Street 47 lb// - Silita ie. 1000 11. 

**Exhibit A** to Quitclaim Deed Plat of Survey

#### **Exhibit B**

to Quitclaim Deed Legal Description – Parcel A

### Location: Short Vine & Corry Street, 0.0574 Acre Plat of Survey

Situated in Section 14, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**COMMENCING** at the intersection of the north line of Corry Street and the east line of Vine Street;

Thence with the east line of said Vine Street, North 06°14'25" East, 50.00 feet to a set cross notch and the **POINT OF BEGINNING**:

Thence continuing with the east line of said Vine Street, North 06°14'25" East, 25.00 feet to a set cross notch at the southwest comer of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528 of the Hamilton County Recorder's Office:

Thence with the south line of said Gaslight Ventures LLC, South 83°55'38" East, 90.00 feet to the southeast corner of said Gaslight Ventures, referenced by an existing iron pin and cap stamped "Abercrombie #6021-7862" at 0.25 feet south;

Thence along a new division line, South 83°55'38" East, 10.00 feet to a set cross notch in the south line of a tract conveyed to City of Cincinnati in Deed Book 3326, Page 240; AND South 06°14'25" West, 25.00 feet to a set cross notch at the northeast corner of a tract conveyed to City of Cincinnati in Deed Book 3450, Page 511;

Thence in part with the north line of said City of Cincinnati and the north line of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528, North 83°55'38" West, 100.00 feet to the **POINT OF BEGINNING**.

CONTAINING 0.0574 ACRES and being subject to all legal easements and highways of record.

The above described tract being part of the lands conveyed to City of Cincinnati in Deed Book 3326, Page 163 and further identified as part of Hamilton County Auditor's Parcel 092-0002-0177-90.

The bearings are based on State Plane Coordinate System Ohio South Zone (NAD83).

All iron pins set are 5/8" X 30" rebar with cap stamped "G.J. BERDING SURVEYING, INC".

Prepared by G.J. BERDING SURVEYING, INC. on January 27, 2020. Based on a Plat of Survey prepared by G.J. BERDING SURVEYING, INC. on January 27, 2020.

#### **Exhibit C**

#### to Quitclaim Deed Legal Description – Parcel B

#### Location: Short Vine & Corry Street, 0.4828 Acre Plat of Survey

Situated in Section 14, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**COMMENCING** at the intersection of the north line of Corry Street and the east line of Vine Street:

Thence with the north line of said Corry Street, South 83°55'38" East, 100.00 feet to a set cross notch at the southeast corner of a tract conveyed to City of Cincinnati in Deed Book 3450, Page 511 of the Hamilton County Recorder's Office and the POINT OF BEGINNING;

Thence in part with the east line of said City of Cincinnati and a new division line, North 06°14'25" East, 75.00 feet to a set cross notch in the north line of a tract conveyed to City of Cincinnati in Deed Book 3326, Page 163;

Thence with the north line of said City of Cincinnati, North 83°55'38" West, 10.00 feet to the southwest corner of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528, referenced by an existing iron pin stamped "Abercrombie #6021-7862" at 0.25 feet south;

Thence with the east line of said Gaslight Ventures LLC and a tract conveyed to 2610 Vine, LLC in Official Record 13590, Page 1344, North 06°14'25" East, 75.00 feet to a point in the south line of a tract conveyed to Short Vine Properties LLC in Official Record 13701, Page 1906, referenced by an existing 1" iron pipe at 0.40 feet South and 1.41 feet West;

Thence with the south line of said Short Vine Properties LLC, South 83°55'38" East, 10.00 feet to a set cross notch at the southeast corner of said Short Vine Properties LLC;

Thence with the east line of said Short Vine Properties LLC, a tract conveyed to University Housing Group, LLC in Official Record 13866, Page 1287, and tracts conveyed to Angiulli, Inc. in Official Record 6745, Page 1338, North 06°14'25" East, 125.00 feet to the northeast corner of said Angiulli, Inc., referenced by an existing cross notch at 0.08 feet North and 0.16 feet West and an existing cross notch at 0.06 feet North and 0.35 feet East;

Thence with the north line of said Angiulli, Inc., North 83°55'38" West, 10.00 feet to the southeast corner of a tract conveyed to Short Vine Properties LLC in Official Record 13701, Page 1906, referenced by an existing cross notch at 0.09 feet North and 0.19 feet West;

Thence with the east line of said Short Vine Properties LLC, North 06°14'25" East, 25.00 feet to a set cross notch at the southeast corner of a tract conveyed to Short Vine Properties LLC in Official Record 13701, Page 1910

Thence in part with the south line of a tract conveyed to City of Cincinnati in Deed Book 3392, Page 391 and a tract conveyed to City of Cincinnati in Deed Book 3297, Page 552, South 83°55'38" East, 57.00 feet to a set MAG nail at the southeast corner of said City of Cincinnati;

Thence with the east line of said City of Cincinnati, North 06°14'25" East, 100.00 feet to a set iron pin in the south line of Charlton Street:

Thence with the south line of said Charlton Street, South 83°55'38" East, 14.82 feet to a set iron pin at the northwest corner of a tract conveyed to VP3 LLC in Official Record 12805, Page 1626:

Thence in part with the west line of said VP3 LLC, South 06°14'25" West, 400.00 feet to a set iron pin in the north line of aforesaid Corry Street;

Thence with the north line of said Corry Street, North 83°55'38" West, 61.82 feet to the POINT OF BEGINNING.

CONTAINING 0.4828 ACRES and being subject to all legal easements and highways of record.

The above described tract being part of the lands conveyed to City of Cincinnati in Deed Book 3297, Page 553, Deed Book 3326, Page 163, Deed Book 3326, Page 240, Deed Book 3360, Page 828, Deed Book 3392, Page 385, Deed Book 3392, Page 735, Deed Book 3396, Page 660, Deed Book 3397, Page 56, and Registered Land Certificate No. 55262 and 56047 in Hamilton County Recorder's Office, further identified as Parcels 092-0002-0007-90, 092-0002-010-90, 092-0002-011-90, 092-0002-0161-90, 092-0002-0177-90, 092-0002-0179-90, 092-0002-0180-90, 092-0002-0181-90, 092-0002-0182-90, 092-0002-0184-90, and 092-0002-0187-90 of the Hamilton County Auditor's Office.

The bearings are based on State Plane Coordinate System Ohio South Zone (NAD83).

All iron pins set are 5/8" X 30" rebar with cap stamped "G.J. BERDING SURVEYING, INC".

Prepared by G.J. BERDING SURVEYING, INC. on January 27, 2020. Based on a Plat of Survey prepared by G.J. BERDING SURVEYING, INC. on January 27, 2020.

## **EXHIBIT D**

to Property Sale and Development Agreement

# FORM OF QUITCLAIM DEED - CITY SALE PROPERTY

[See Attached]

space above for recorder						
QUITCLAIM DEED						
The CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), for valuable consideration paid, hereby grants and conveys to <b>2600 APARTMENTS LLC</b> , an Ohio limited liability company, with a mailing address of 256 E. University Avenue, Cincinnati, OH 45219 ("Grantee"), all of the City's right, title and interest in and to the real property described on Exhibit A hereto (the "Property"):						
Property Address: 4 E. Corry Street and 2604 Short Vine Street, Cincinnati, OH 45219  Auditor's parcel Nos.: & 092-0002-0185-90						
Reconveyance to City upon Failure to Timely Obtain Building Permits: The City and Grantee are parties to a Property Sale and Development Agreement dated						
This conveyance was authorized by Ordinance No2020, passed by Cincinnati City Council on, 2020.						
Prior instrument references: Deed Book 3326, Page 163, & <u>OR</u> , <u>Page</u> , Hamilton County, Ohio Records.						
Executed on, 2020.						
<b>Exhibits</b> . The following exhibits are attached hereto and made a part hereof: Exhibit A - Legal Description						

# 

City of Cincinnati Law Department 801 Plum Street, Suite 214 Cincinnati, Ohio 45202

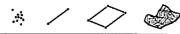
#### **EXHIBIT A**

#### to Quitclaim Deed

#### Legal Description

Auditor's Parcel No.: 0092-0002-0185-90 Property Address: 4 E. Corry Street

# Berding Surveying



GPS Surveying • 3D Laser Scanning

**Description for: Uptown** 

Location: Short Vine & Corry Street, 0.0115 Acre Plat of Survey

Situated in Section 14, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**COMMENCING** at the intersection of the north line of Corry Street and the east line of Vine Street;

Thence with the north line of said Corry Street, South 83°55'38" East, 90.00 feet to a set cross notch at the southeast corner of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528 of the Hamilton County Recorder's Office and the **POINT OF BEGINNING**.

Thence with the east line of said Gaslight Ventures LLC, North 06°14'25" East, 50.00 feet to a set iron pin in the south line of a tract conveyed to City of Cincinnati in Deed Book 3326, Page 163;

Thence with the south line of said City of Cincinnati, South 83°55'38" East, 10.00 feet to a set cross notch at the northwest corner of a tract conveyed to City of Cincinnati in Deed Book 3392, Page 385;

Thence with the west line of said City of Cincinnati, South 06°14'25" West, 50.00 feet to a a set cross notch in the north line of aforesaid Corry Street;

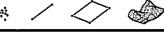
Thence with the north line of said Corry Street, North 83°55'38" West, 10.00 feet to the **POINT OF BEGINNING**.

CONTAINING 0.0115 ACRES and being subject to all legal easements and highways of record.

The above described tract being all of the lands conveyed to City of Cincinnati in Deed Book 3450, Page 511 and further identified as Hamilton County Auditor's Parcel 092-0002-0185-90.

Auditor's Parcel No.: \_\_-\_-\_Property Address: \_\_-\_-\_-2604 Short Vine Street





GPS Surveying • 3D Laser Scanning

**Description for: Uptown** 

Location: Short Vine & Corry Street, 0.0574 Acre Plat of Survey

Situated in Section 14, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**COMMENCING** at the intersection of the north line of Corry Street and the east line of Vine Street;

Thence with the east line of said Vine Street, North 06°14'25" East, 50.00 feet to a set cross notch and the **POINT OF BEGINNING**;

Thence continuing with the east line of said Vine Street, North 06°14'25" East, 25.00 feet to a set cross notch at the southwest comer of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528 of the Hamilton County Recorder's Office;

Thence with the south line of said Gaslight Ventures LLC, South 83°55'38" East, 90.00 feet to the southeast corner of said Gaslight Ventures, referenced by an existing iron pin and cap stamped "Abercrombie #6021-7862" at 0.25 feet south;

Thence along a new division line, South 83°55'38" East, 10.00 feet to a set cross notch in the south line of a tract conveyed to City of Cincinnati in Deed Book 3326, Page 240; AND South 06°14'25" West, 25.00 feet to a set cross notch at the northeast corner of a tract conveyed to City of Cincinnati in Deed Book 3450, Page 511;

Thence in part with the north line of said City of Cincinnati and the north line of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528, North 83°55'38" West, 100.00 feet to the **POINT OF BEGINNING**.

**CONTAINING 0.0574 ACRES** and being subject to all legal easements and highways of record.

The above described tract being part of the lands conveyed to City of Cincinnati in Deed Book 3326, Page 163 and further identified as part of Hamilton County Auditor's Parcel 092-0002-0177-90.

#### **EXHIBIT F**

to Property Sale and Development Agreement

## Additional Requirements

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

#### This Exhibit serves two functions:

- (i) Serving as a Source of Information With Respect to Government Requirements. This Exhibit identifies certain Government Requirements that may be applicable to the Project, Developer, or its contractors and subcontractors. Because this Agreement requires that Developer comply with all applicable laws, regulations, and other Government Requirements (and in certain circumstances to cause others to do so), this Exhibit flags certain Government Requirements that Developers, contractors and subcontractors regularly face in constructing projects or doing business with the City. To the extent a Developer is legally required to comply with a Government Requirement, failure to comply with such a Government Requirement is a violation of the Agreement.
- (ii) Affirmatively Imposing Contractual Obligations. If certain conditions for applicability are met, this Exhibit also affirmatively imposes contractual obligations on Developer, even where such obligations are not imposed on Developer by Government Requirements. As described below, the affirmative obligations imposed hereby are typically a result of policies adopted by City Council which, per Council's directive, are to be furthered by the inclusion of certain specified language in some or all City contracts. The City administration (including the City's Department of Community and Economic Development) is responsible for implementing the policy directives promulgated by Council (which typically takes place via the adoption of motions or resolutions by Council), including, in certain circumstances, by adding specific contractual provisions in City contracts such as this Agreement.

## (A) Construction Workforce.

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

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

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

halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the "Construction Workforce Goals").

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

- (a) "Best Efforts" means substantially complying with all of the following as to any of its employees performing such construction, and requiring that all of its construction subcontractors substantially comply with all of the following: (1) solicitation of Minority Persons as potential employees through advertisements in local minority publications; and (2) contacting government agencies, private agencies, and/or trade unions for the job referral of qualified Minority Persons.
- (b) "Minority Person" means any person who is Black, Asian or Pacific Islander, Hispanic, American Indian or Alaskan Native.
  - (c) "Black" means a person having origin in the black racial group of Africa.
- (d) "Asian or Pacific Islander" means a person having origin in the original people of the Far East or the Pacific Islands, which includes, among others, China, India, Japan, Korea, the Philippine Islands. Malavsia. Hawaii and Samoa.
- (e) "Hispanic" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish cultural origin.
- (f) "American Indian" or "Alaskan Native" means a person having origin in any of the original people of North America and who maintains cultural identification through tribal affiliation.
  - (B) <u>Trade Unions; Subcontracts; Competitive Bidding.</u>
    - (i) Meeting and Conferring with Trade Unions.
- (a) <u>Applicability</u>. Per City of Cincinnati, Ordinance No. 130-2002, this requirement is limited to transactions in which Developer receives City funds or other assistance (including, but not limited to, the City's construction of public improvements to specifically benefit the Project, or the City's sale of real property to Developer at below fair market value).
- (b) Requirement. This Agreement may be subject to the requirements of City of Cincinnati, Ordinance No. 130-2002, as amended or superseded, providing that, if Developer receives City funds or other assistance, Developer and its general contractor, prior to the commencement of construction of the Project and prior to any expenditure of City funds, and with the aim of reaching comprehensive and efficient project agreements covering all work done by Developer or its general contractor, shall meet and confer with: the trade unions representing all of the crafts working on the Project, and minority, female, and locally-owned contractors and suppliers potentially involved with the construction of the Project. At this meeting, Developer and/or its general contractor shall make available copies of the scope of work and if prevailing wage rates apply, the rates pertaining to all proposed work on the Project. Not later than ten (10) days following Developer and/or its general contractor's meet and confer activity, Developer shall provide to the City, in writing, a summary of Developer and/or its general contractor's meet and confer activity.

## (ii) Contracts and Subcontracts; Competitive Bidding.

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

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

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

- (a) <u>Applicability</u>. Pursuant to Ordinance No. 273-2002, the provision in clause (b) below applies solely where the Project receives in \$250,000 or more in direct City funding, and where such funding comprises at least 25% of the Project's budget. For the purposes of this clause (iii), "direct City funding" means a direct subsidy of City funds in the form of cash, including grants and forgivable loans, but not including public improvements, land acquisitions and sales, job creation tax credits, or tax abatements or exemptions.
- (b) <u>Requirement</u>. This Agreement requires that Developer issue an invitation to bid on the construction components of the development by trade craft through public notification and that the bids be read aloud in a public forum. For purposes of this provision, the following terms shall be defined as set forth below:
  - (1) "Bid" means an offer in response to an invitation for bids to provide construction work.
  - (2) "Invitation to Bid" means the solicitation for quoted prices on construction specifications and setting a time, date and place for the submission of and public reading of bids. The place for the public reading of bids shall be chosen at the discretion of Developer; however, the place chosen must be accessible to the public on the date and time of the public reading and must have sufficient room capacity to accommodate the number of respondents to the invitation to bid.
  - (3) "Trade Craft" means (a) general construction work, (b) electrical equipment, (c) plumbing and gas fitting, (d) steam and hot water heating and air conditioning and ventilating apparatus, and steam power plant, (e) elevator work, and (f) fire protection.
  - (4) "Public Notification" means (a) advertisement of an invitation to bid with ACI (Allied Construction Industries) and the Dodge Report, and (b) dissemination of the advertisement (either by mail or electronically) to the South Central Ohio Minority Business Council, Greater Cincinnati Northern Kentucky African-American Chamber of Commerce, and the Hispanic Chamber of Commerce. The advertisement shall include a description of the "scope of work" and any other information reasonably necessary for the preparation of a bid, and it shall be published and disseminated no less than fourteen days prior to the deadline for submission of bids stated in the invitation to bid.

- (5) "Read Aloud in a Public Forum" means all bids shall be read aloud at the time, date and place specified in the invitation for bids, and the bids shall be available for public inspection at the reading.
- (C) <u>City Building Code</u>. All construction work must be performed in compliance with City building code requirements.
- (D) <u>Lead Paint Regulations</u>. All work must be performed in compliance with Chapter 3742 of the Ohio Revised Code, Chapter 3701-32 of the Ohio Administrative Code, and must comply with OSHA's Lead in Construction Regulations and the OEPA's hazardous waste rules. All lead hazard abatement work must be supervised by an Ohio Licensed Lead Abatement Contractor/Supervisor.
- (E) <u>Displacement</u>. If the Project involves the displacement of tenants, Developer shall comply with all Government Requirements in connection with such displacement. If the City shall become obligated to pay any relocation costs or benefits or other sums in connection with the displacement of tenants, under Cincinnati Municipal Code Chapter 740 or otherwise, Developer shall reimburse the City for any and all such amounts paid by the City in connection with such displacement within twenty (20) days after the City's written demand.

#### (F) Small Business Enterprise Program.

- (i) <u>Applicability</u>. The applicability of Municipal Code Chapter 323 (Small Business Enterprise Program) is limited to construction contracts in excess of \$5,000. Municipal Code Chapter 323 defines "contract" as "a contract in excess of \$5,000.00, except types of contracts listed by the City purchasing agent as exempt and approved by the City Manager, for (a) construction, (b) supplies, (c) services, or (d) professional services." It defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than \$4,000 and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority." To the extent Municipal Code Chapter 323 does not apply to this Agreement, Developer is not subject to the various reporting requirements described in this Section (F).
- (ii) Requirement. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises ("SBE"s), which include SBEs owned by minorities and women. Accordingly, subject to clause (i) above, Developer and its general contractor shall use its best efforts and take affirmative steps to assure that SBEs are utilized as sources of supplies, equipment, construction, and services, with the goal of meeting 30% SBE participation for construction contracts and 15% participation for supplies/services and professional services contracts. An SBE means a consultant, supplier, contractor or subcontractor who is certified as an SBE by the City in accordance with Cincinnati Municipal Code ("CMC") Chapter 323. (A list of SBEs may be obtained from the Department of Economic Inclusion or from the City's web page, <a href="http://cincinnati.diversitycompliance.com">http://cincinnati.diversitycompliance.com</a>.) Developer and its general contractor may refer interested firms to the Department of Economic Inclusion for review and possible certification as an SBE, and applications may also be obtained from such web page. If the SBE program is applicable to this Agreement, as described in clause (i) above, Developer agrees to take (or cause its general contractor to take) at least the following affirmative steps:
  - (1) Including qualified SBEs on solicitation lists.
  - (2) Assuring that SBEs are solicited whenever they are potential sources. Contractor must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials or to bid on construction contracts for the Project. Contractor is encouraged to use the internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot be used as substitutes for the above.
  - (3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

- (4) When needs permit, establishing delivery schedules that will encourage participation by SBEs.
- (iii) Subject to clause (i) above, if any subcontracts are to be let, Developer shall require the prime contractor to take the above affirmative steps.
- (iv) Subject to clause (i) above, Developer shall provide to the City, prior to commencement of the Project, a report listing all of the contractors and subcontractors for the Project, including information as to the owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. Developer or its general contractor shall update the report monthly by the 15th. Developer or its general contractor shall enter all reports required in this subsection via the City's web page referred to in clause (i) above or any successor site or system the City uses for this purpose. Upon execution of this Agreement, Developer and its general contractor shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.
- (v) Subject to clause (i) above, Developer and its general contractor shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City shall have the right to review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the affiant pursuant to Section 2921.12, Ohio Revised Code.
- (vi) Subject to clause (i) above, failure of Developer or its general contractor to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach the minimum percentage goals for SBE participation as set forth in Cincinnati Municipal Code Chapter 323, may be construed by the City as failure of Developer to use best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this section.

#### (G) Equal Employment Opportunity.

- (i) Applicability. Chapter 325 of the Cincinnati Municipal Code (Equal Employment Opportunity) applies (a) where the City expends more than \$5,000 under a non-construction contract, or (b) where the City spends or receives over \$5,000 to (1) employ another party to construct public improvements, (2) purchase services, or (3) lease any real or personal property to or from another party. Chapter 325 of the Municipal Code does not apply where the contract is (a) for the purchase of real or personal property to or from another party, (b) for the provision by the City of services to another party, (c) between the City and another governmental agency, or (d) for commodities such as utilities.
- (ii) <u>Requirement</u>. If this Agreement is subject to the provisions of Chapter 325 of the Cincinnati Municipal Code (the City of Cincinnati's Equal Employment Opportunity Program), the provisions thereof are hereby incorporated by reference into this Agreement.
- (H) <u>Prevailing Wage</u>. Developer shall comply, and shall cause all contractors working on the Project to comply, with all any prevailing wage requirements that may be applicable to the Project. In the event that the City is directed by the State of Ohio to make payments to construction workers based on violations of such requirements, Developer shall make such payments or reimburse the City for such payments within twenty (20) days of demand therefor. A copy of the City's prevailing wage determination may be attached to this Exhibit as <u>Addendum I to Additional Requirements Exhibit</u> (*City's Prevailing Wage Determination*) hereto.
- (I) <u>Compliance with the Immigration and Nationality Act</u>. In the performance of its construction obligations under this Agreement, Developer shall comply with the following provisions of the federal Immigration and Nationality Act: 8 U.S.C.A. 1324a(a)(1)(A) and 8 U.S.C.A. 1324a(a)(2). Compliance or noncompliance with those provisions shall be solely determined by final determinations resulting from the

actions by the federal agencies authorized to enforce the Immigration and Nationality Act, or by determinations of the U.S.

- (J) <u>Prompt Payment</u>. The provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System", may apply to this Agreement. Municipal Code Chapter 319 also (i) provides certain requirements for invoices from contractors with respect to the Prompt Payment System, and (ii) obligates contractors to pay subcontractors for satisfactory work in a timely fashion as provided therein.
- (K) <u>Conflict of Interest</u>. Pursuant to Ohio Revised Code 102.03, no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project may have any personal financial interest, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.
- (L) Ohio Means Jobs. If this Agreement constitutes a construction contract (pursuant to the guidance with respect to the definition of that term provided in Section (A) above), then, pursuant to Ordinance No. 238-2010: To the extent allowable by law, Developer and its general contractor shall use its best efforts to post available employment opportunities with Developer, the general contractor's organization, or the organization of any subcontractor working with Developer or its general contractor with the OhioMeansJobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-946-7200.

#### (M) Wage Enforcement.

- (i) <u>Applicability</u>. Council passed Ordinance No. 22-2016 on February 3, 2016, which ordained Chapter 326 (Wage Enforcement) of the Cincinnati Municipal Code (the "**Wage Enforcement Chapter**"). The Wage Enforcement Chapter was then amended by Ordinance No. 96-2017, passed May 17, 2017. As amended, the Wage Enforcement Chapter imposes certain requirements upon persons entering into agreements with the City whereby the City provides an incentive or benefit that is projected to exceed \$25,000, as described more particularly in the Wage Enforcement Chapter. Cincinnati Municipal Code Section 326-5 requires that the language below be included in contracts subject to the Wage Enforcement Chapter.
- (ii) Required Contractual Language. Capitalized terms used, but not defined, in this clause (ii) have the meanings ascribed thereto in the Wage Enforcement Chapter.
- (a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.
- (b) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to include provisions in solicitations and contracts regarding a Development Site that all employers, Contractors or Subcontractors performing or proposing to perform work on a Development Site provide an initial sworn and notarized "Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee and, within 30 days of an Adverse Determination or Complaint of Wage Theft or Payroll Fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee.
- (c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings, {00316755-2}

complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City's request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

- (d) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall include in its contracts with all Contractors language that requires the Contractors to provide the authorizations set forth in subsection (c) above and that further requires each Contractor to include in its contracts with Subcontractors those same obligations for each Subcontractor and each lower tier subcontractor.
- (e) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall post a conspicuous notice on the Development Site throughout the entire period work is being performed pursuant to the Agreement indicating that the work being performed is subject to Cincinnati Municipal Code Chapter 326, Wage Enforcement, as administered by the City of Cincinnati Department of Economic Inclusion. Such notice shall include contact information for the Department of Economic Inclusion as provided by the department.
- (f) Under the Wage Enforcement provisions, the city shall have the authority, under appropriate circumstances, to terminate this contract or to reduce the incentives or subsidies to be provided under this contract and to seek other remedies, including debarment.

## (N) <u>Americans With Disabilities Act; Accessibility</u>.

- (i) <u>Applicability</u>. Cincinnati City Council adopted Motion No. 201600188 on February 3, 2016 (the "Accessibility Motion"). This motion directs City administration, including DCED, to include language specifically requiring compliance with the Americans With Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "ADA"), and imposing certain minimum accessibility standards on City-subsidized projects regardless of whether there are arguably exceptions or reductions in accessibility standards available under the ADA or State law.
- (ii) Requirement. In furtherance of the policy objectives set forth in the Accessibility Motion, (A) the Project shall comply with the ADA, and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then Developer shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "Contractual Minimum Accessibility Requirements" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

#### (O) Electric Vehicle Charging Stations in Garages.

(i) <u>Applicability</u>. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of "qualifying incentives" for projects involving the construction of a parking garage to include a provision requiring the inclusion of certain features in the garage relating to electric vehicles. The ordinance defines "qualifying incentives" as the provision of incentives or support for the construction of a parking garage in the form of (a) the provision of any City monies or monies controlled by the City including, without limitation, the

provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, "qualifying incentives" does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to Ohio Revised Code 3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

- (ii) Requirement. If the applicability criteria of Ordinance No. 89-2017 are met, then the following requirements shall apply to any parking garage included within the Project: (a) at least one percent of parking spaces, rounding up to the nearest integer, shall be fitted with Level 2 minimum 7.2 kilowatt per hour electric car charging stations; provided that if one percent of parking spaces is less than two parking spaces, the minimum number of parking spaces subject to this clause shall be two parking spaces; and (b) the parking garage's electrical raceway to the electrical supply panel serving the garage shall be capable of providing a minimum of 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer, and the electrical room supplying the garage must have the physical space for an electrical supply panel sufficient to provide 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer.
- (P) <u>Certification as to Non-Debarment</u>. Developer represents that neither it nor any of its principals is presently suspended or debarred by any federal, state, or local government agency. In completing the Project, Developer shall not solicit bids from any contractors or subcontractors who are identified as being suspended or debarred by any federal, state, or local government agency. If Developer or any of its principals becomes suspended or debarred by any federal, state, or local government agency during the term of this Agreement, Developer shall be considered in default under this Agreement.

## ADDENDUM I to Additional Requirements Exhibit

# City's Prevailing Wage Determination

SEE ATTACHED

Contract No	
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## PROPERTY SALE AND DEVELOPMENT AGREEMENT

between the

## **CITY OF CINCINNATI**

and

## **2600 APARTMENTS LLC**

Project Name: 4 E. Corry Street and 2604 Short Vine Street

(sale of a vacant land in Corryville for construction of mixed-use project)

#### PROPERTY SALE AND DEVELOPMENT AGREEMENT

This Agreement is made as of the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"), and **2600 APARTMENTS LLC**, an Ohio limited liability company, with a mailing address of 256 E. University Avenue, Cincinnati, Ohio 45219 ("**Developer**").

#### Recitals:

- A. The City owns certain real property located at 4 E. Corry Street and 2604 Short Vine Street in the Corryville neighborhood, which properties are more particularly described on Exhibit A (Legal Description) and depicted on Exhibit B (Survey Plat) hereto (the "City Sale Property"). The City Sale Property is under the management and control of the Department of Community and Economic Development ("DCED") and consists of a vacant lot containing public utility infrastructure and streetscaping.
- B. Developer owns or otherwise controls certain real property adjoining the City Sale Property located at the northeast corner of the intersection of East Corry and Short Vine Streets (the "**Developer's Property**"). Developer seeks the City to sell the City Sale Property to Developer to be consolidated with Developer's Property, thereby creating a property assemblage that will accommodate the construction of a new mixed-use development, as more particularly described on <u>Exhibit C</u> (*Scope of Work*) (the "**Project**").
- C. The City desires to facilitate the Project and is agreeable to sell the City Sale Property to Developer. The City's Real Estate Services Division appraised the City Sale Property and has determined that its fair market value is approximately \$29,500.00, which price Developer has agreed to pay. The City is also cooperating to facilitate a real property tax abatement with respect to the Project pursuant to a Community Reinvestment Area Tax Exemption Agreement (the "CRA Agreement"), subject to passage by City Council of a separate ordinance authorizing such abatement.
- D. Section 13 of Article VIII of the Ohio Constitution provides that, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political subdivisions to sell, lease, exchange, or otherwise dispose of property within the State of Ohio for industry, commerce, distribution and research.
- E. Section 16 of Article VIII of the Ohio Constitution provides that it is in the public interest and a proper public purpose for the City to enhance the availability of adequate housing and to improve the economic and general well-being of the people of the City by providing or assisting in providing housing.
- F. The City has determined that (i) the City Sale Property is not needed for a municipal purpose, and (ii) the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents, and the City's sale of the City Sale Property to Developer to facilitate the Project is consistent with the City's objective of creating good quality housing options within the Corryville neighborhood, thereby contributing to the social and economic viability and stability of the neighborhood.
- G. The City has determined that eliminating competitive bidding in connection with the City's sale of the City Sale Property is justified because the City has determined that the sale of the City Sale Property to Developer will allow Developer to assemble a buildable site to accommodate the construction of the Project, thereby promoting the City's objective of creating good quality housing options in the Corryville neighborhood and enabling currently undeveloped land to be put to its highest and best use, providing the City with jobs and other economic benefits.
- H. City Planning Commission, having the authority to recommend the change in the use of Cityowned property, approved the sale of the City Sale Property to Developer at its meeting on July 17, 2020.

l.	Execution	of this	Agreement	was	authorized	by	Cincinnati	City	Council b	у	Ordinance	No.
2020, p	passed on _		, 2020.									

NOW, THEREFORE, the parties agree as follows:

1. Purchase Price. Subject to the terms and conditions set forth herein, the City hereby agrees to sell the City Sale Property to Developer, and Developer hereby agrees to purchase the City Sale Property from the City, for a purchase price of \$29,500.00 (the "Purchase Price"). Developer acknowledges that it is familiar with the condition of the City Sale Property and, at Closing, the City shall convey the City Sale Property to Developer in "as is" condition. The City makes no representations or warranties to Developer with respect to the condition of the City Sale Property and, from and after the Closing, the City shall have no liability of any kind to Developer for any defects, adverse environmental condition, or any other matters affecting the City Sale Property.

### 2. Real Estate Closing.

- (A) <u>Surveys and Deeds</u>. The parties shall work cooperatively to accomplish the following steps, in the following order, at no expense to the City (steps (i) and (ii) referred to herein as the "**Pre-Closing Work**":
  - (i) Cut-Up of Existing City Property: Prior to Closing, the City shall file with the Hamilton County Auditor and Recorder a City-to-City Quitclaim Deed and Plat of Survey, in substantially the form attached as <a href="Exhibit D">Exhibit D</a> (Quitclaim Deed City Sale Property Cut Up) hereto, for the purpose of subdividing the existing City property into the City Sale Property and City remainder property.
  - (ii) City's Conveyance of City Sale Property to Developer; Creation of Covenants and Restrictions: At such time as the parties are ready to close (the "Closing"), the City shall execute and deliver to Developer, and Developer shall promptly thereafter file with the Hamilton County Auditor and Recorder, a Quitclaim Deed, in substantially the form attached as Exhibit E (Quitclaim Deed City Sale Property) hereto, pursuant to which:
    - (a) The City shall convey title to the City Sale Property to Developer; and
    - (b) The City shall reserve the right to re-acquire the City Sale Property if Developer fails to obtain all necessary building permits to initiate construction on the Project within the specified time frame provided for herein.
- (B) <u>Closing Conditions</u>. The Closing shall not occur until each of the following conditions ("**Closing Conditions**") have been satisfied or waived:
  - (i) <u>Pre-Closing Work:</u> Developer and the City have completed all of the Pre-Closing Work;
  - (ii) <u>Coordinated Report Conditions</u>: Developer shall have satisfied all applicable Coordinated Report Conditions (as defined below) in the City's discretion;
  - (iii) <u>Financing</u>: Developer has delivered to the City evidence of a satisfactory loan commitment(s) from Developer's lender(s) evidencing that Developer has secured or will be able to secure all financing necessary to complete the Project;
  - (iv) <u>Other Due Diligence Documentation</u>: Developer has delivered to the City all reasonably requested due diligence documentation related to the City Sale Property

- or Project, and the City has approved the contents and form of all such documentation;
- (v) <u>Construction Schedule</u>: Developer has delivered to the City a projected construction schedule for the Project;
- (vi) <u>Zoning Approval</u>: Evidence that Developer has attained or will attain all zoning approvals that may be required for completion of the Project, including any needed approval to re-zone the Project Site;
- (vii) <u>Building Permit</u>: Evidence that Developer has obtained or is ready to obtain a building permit issued by the City's Department of Buildings and Inspections for the construction of the Project;
- (viii) <u>Project Completion</u>: Based upon all information then available to the City, the City must be reasonably satisfied that the Developer has attained or will attain all approvals and awards necessary to complete the Project; has made no false or misleading claims to the City regarding the Project; and is otherwise prepared, able, and ready to complete the Project in accordance with the requirements of this Agreement; and
- (ix) <u>Continued Compliance</u>: Developer is in compliance with all obligations under this Agreement and that all representations made by Developer under this Agreement or any other document executed between Developer and the City related to the Project continue to be true and accurate.

All of the investigations and documents referred to in this section shall be performed and obtained, as the case may be, at no cost to the City. If Developer desires to enter upon the City Sale Property from time to time to perform surveys or other inspections, the City shall use reasonable efforts to promptly provide Developer with a separate Right-of-Entry for such purposes written on the City's standard form.

- (C) <u>90-Day Due Diligence Period: Right to Terminate</u>. If either party determines, after exercising reasonable good faith efforts, that any of the Closing Conditions are not or cannot be satisfied within <u>90 days</u> after the Effective Date (the "**Due Diligence Period**"), such party shall have the right to terminate this Agreement by giving written notice thereof to the other party on or prior to the expiration of the Due Diligence Period, whereupon this Agreement and all rights and obligations of the parties hereunder shall terminate. If neither party terminates this Agreement within the Due Diligence Period, the Closing shall occur on the date set forth in paragraph 2(D) below.
- (D) <u>Closing Date</u>. The closing ("**Closing**") shall take place <u>120 days</u> after the Effective Date (<u>i.e.</u>, 90-day Due Diligence Period, plus 30 days to prepare for closing), or on such earlier or later date as the parties may agree upon.
- (E) Closing Costs and Closing Documents. At the Closing, (i) Developer shall pay the Purchase Price in full, and (ii) the City shall convey all of its right, title and interest in and to the City Sale Property to Developer by Quitclaim Deed in the form of Exhibit E hereto. Developer shall pay all Hamilton County, Ohio recording fees and any and all other customary closing costs associated with the Closing such that the City shall not be required to come up with any funds for the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Developer shall pay all real estate taxes and assessments allocable to the City Sale Property thereafter becoming due. The provisions of this Agreement shall survive the City's execution and delivery of the Quitclaim Deed and shall not be deemed to have been merged therein. At Closing, the parties shall execute a closing statement and any and all other customary closing documents that are necessary for the Closing; provided, however, that

the City shall not be required to execute an Affidavit of Title or other similar documents pertaining to title, it being acknowledged by Developer that the City is selling the City Sale Property "as is." Developer shall not sell or transfer title to the City Sale Property or any portion thereof to another developer or anyone else prior to the completion of the Project without the City's prior written consent. Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Developer shall pay to the City any and all unpaid related and unrelated fines, penalties, judgments, water or other utility charges, and any and all other outstanding amounts owed by Developer or any of its affiliated entities to the City.

# 3. <u>Commencement of Project; Re-conveyance of Property to City Upon Failure to Timely Obtain Building Permits.</u>

- (A) <u>Project Commencement Date</u>. Developer shall have obtained all building permits enabling commencement of on-site construction of the Project no later than the Project Commencement Date (as defined below).
- (B) <u>Project Commencement; Repurchase Option</u>. No later than 2 months after the Closing, Developer shall have applied for and received the required building permits from the City's Department of Buildings and Inspections to begin construction of the Project ("**Project Commencement Date**"). As memorialized in the City's Quitclaim Deed, if Developer has not applied for and received the required building permits from the City's Department of Buildings and Inspections on or before the Project Commencement Date, the City shall have the option to repurchase the City Sale Property for the Purchase Price, as defined in Section 1, above, by limited warranty deed, free and clear of all liens and encumbrances except those, if any, that were in existence as of the date and time of the Closing ("**Repurchase Option**"), exercisable by giving written notice thereof to Developer at any time after the Project Commencement Date, but prior to the start of on-site construction.
- (C) <u>Plans and Specifications</u>. Developer shall complete the Project in accordance with Cityapproved plans and specifications. Once the City's DCED Director has approved Developer's plans, Developer shall not make any material changes thereto without the Director's prior written consent.
- (D) <u>Contractors and Subcontractors</u>. In performing work on the City Sale Property, Developer shall not solicit bids from any contractors or subcontractors who are identified as being debarred on any lists maintained by the City or by the federal or state governments.
- (E) Applicable Laws. Developer shall obtain, pay for and maintain all necessary building permits and other permits, licenses, and other governmental approvals and shall comply with all applicable federal, state and local laws, codes, ordinances and other governmental requirements applicable to the Project. The City makes no representations or other assurances to Developer that Developer will be able to obtain whatever variances, permits or other approvals from the City's Department of Buildings and Inspections, the City's Department of Transportation and Engineering, other City departments, City Planning Commission, or City Council that may be required in connection with the Project.
- (F) <u>Inspection of Work</u>. During construction at the City Sale Property, the City, its employees and agents shall have the right at all reasonable times to inspect the progress of construction to determine whether Developer is complying with its obligations under this Agreement. If the City determines that the work is not substantially in accordance with the requirements of this Agreement, is not in compliance with all applicable laws, or is not performed in a good and workmanlike manner as compared to normal construction industry standards, the City shall have the right, in its reasonable judgment and after giving Developer reasonable prior written notice thereof, to stop such work and order its replacement at Developer's expense.

- (G) <u>Mechanics Liens</u>. Developer shall not permit any mechanics' liens or other liens to be filed against the City Sale Property during construction. If a mechanics' lien shall at any time be filed, Developer shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record.
- (H) Recognition of City Support. Developer shall acknowledge the support of the City with respect to the Project in all printed materials such as informational releases, pamphlets and brochures, construction signs, project and identification signage, and any publicity such as that appearing on the Internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a participant, Developer shall use either the phrase "Project made possible 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. Developer's obligations under this section shall commence on the Effective Date and shall terminate on the date on which the construction has been completed.

#### 4. Insurance; Indemnification.

- (A) <u>Insurance</u>. Throughout construction, Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$1,000,000 per occurrence, combined single limit/\$1,000,000 aggregate, (ii) builder's risk insurance, insuring the improvements during construction, (iii) worker's compensation insurance in such amount as required by law, (iv) all insurance as may be required by Developer's construction lenders, and (v) such other insurance as may be reasonably required by the City's Division of Risk Management. Developer's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least thirty (30) days prior written notice to the City.
- (B) <u>Waiver of Subrogation</u>. Developer hereby waives all claims and rights of recovery, and on behalf of Developer's insurers, rights of subrogation, against the City, its employees, agents, contractors and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by Developer, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors or subcontractors; it being the agreement of the parties that Developer shall at all times protect against such loss or damage by maintaining adequate insurance. Developer shall cause its property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.
- (C) <u>Indemnity</u>. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, Developer shall defend, indemnify and hold the City, its officers, council members, employees and agents (collectively, the "**Indemnified Parties**") harmless from and against any and all actions, suits, claims, losses, costs (including without limitation attorneys' fees), demands, judgments, liability and damages suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of Developer, its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at the request of Developer in connection with the Project.
- **5.** Casualty; Eminent Domain. If any improvements are damaged or destroyed by fire or other casualty during construction, or if any portion of the City Sale Property is taken by exercise of eminent domain (federal, state or local), Developer shall repair and restore the affected property, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which the City Sale Property was in immediately prior to such occurrence. To the extent the City's participation is required, the City and Developer shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. If the proceeds are insufficient to fully repair and restore the City Sale Property, the City shall not be required to make up the deficiency. Developer shall handle all construction in accordance with the applicable requirements set forth herein, including without limitation obtaining the City's approval of the plans and specifications for the improvements if they deviate from the

original City-approved plans. Developer shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the improvements are being repaired or restored.

#### 6. Default; Remedies.

- (A) <u>Default</u>. The occurrence of any of the following shall be an "**event of default**" under this Agreement:
- (i) The failure of Developer to perform any obligation under this Agreement, and failure by Developer to correct such failure within thirty (30) days after Developer's receipt of written notice thereof from the City; *provided, however*, that if the nature of the default is such that it cannot reasonably be cured within 30 days, Developer shall not be in default so long as Developer commences to cure the default within such 30-day period and thereafter diligently completes such cure within a reasonable period of time (but not exceeding 90 days) after Developer's receipt of the City's initial notice of default. The foregoing notwithstanding, if Developer's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City, an event of default shall be deemed to have occurred if Developer fails to take corrective action immediately upon discovering such dangerous condition or emergency; or
- (ii) The dissolution of Developer, the filing of any bankruptcy or insolvency proceedings by Developer, or the making by Developer of an assignment for the benefit of creditors;
- (iii) The filing of any bankruptcy or insolvency proceedings against Developer, or the appointment of a receiver (temporary or permanent) for Developer, or the attachment of, levy upon, or seizure by legal process of any of Developer's property, that, in each such event, is not released within 60 days after the filing thereof; or
  - (iv) Any event of default under the CRA Agreement.
- (B) Remedies. Upon the occurrence of an event of default under this Agreement, the City shall be entitled to: (i) demand immediate repayment of all previously disbursed funds if this Agreement provides for City funding, (ii) if the default occurs prior to the Closing, to terminate this Agreement by giving Developer written notice thereof, (iii) take such actions in the way of "self help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of Developer, and (iv) exercise any and all other rights and remedies under this Agreement or otherwise available at law or in equity. Developer shall be liable for all costs and damages, including without limitation attorneys' fees, suffered or incurred by the City as a result of a default of Developer under this Agreement or the City's enforcement or termination of this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy under this Agreement shall not constitute a waiver of the breach of such covenant or of such remedy.
- **7.** <u>Notices</u>. All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by UPS, Federal Express or other recognized courier service, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:

City of Cincinnati Dept of Community & Economic Development 805 Central Avenue, Suite 700 Cincinnati, OH 45202 To Developer:

2600 Apartments LLC 256 E. University Avenue Cincinnati, OH 45219

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

- **8.** Representations, Warranties, and Covenants. Developer makes the following representations, warranties and covenants to induce the City to enter into this Agreement:
- (i) Developer is a limited liability company duly organized and validly existing under the laws of the State of Ohio, has properly filed all certificates and reports required to be filed by it under the laws of the State of Ohio, and is not in violation of any laws relevant to the transactions contemplated by this Agreement.
- (ii) Developer has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for herein. This Agreement has by proper action been duly authorized, executed and delivered by Developer and all actions necessary have been taken to constitute this Agreement, when executed and delivered, valid and binding obligations of Developer
- (iii) Developer's execution, delivery and performance of this Agreement and the transactions contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or Developer's organizational documents, or any mortgage, contract, agreement or other undertaking to which Developer is a party or which purports to be binding upon Developer or upon any of its assets, nor is Developer in violation or default of any of the foregoing.
- (iv) There are no actions, suits, proceedings or governmental investigations pending, or to the knowledge of Developer, threatened against or affecting Developer, at law or in equity or before or by any governmental authority.
- (v) Developer shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute or governmental proceedings or investigation affecting Developer that could reasonably be expected to interfere substantially or materially and adversely affect its financial condition or its completion of the Project.
- (vi) The statements made in the documentation provided by Developer to the City that are descriptive of Developer or the Project have been reviewed by Developer and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading.
- (vii) Developer does not owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

#### 9. Reporting Requirements.

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

(B) <u>City's Right to Inspect and Audit</u>. During construction and for a reasonable period of time thereafter, Developer shall permit the City and its designees and auditors to have reasonable access to and to inspect and audit Developer's Records and Reports. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Developer to the City, Developer shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

#### 10. General Provisions.

- (A) <u>Assignment</u>. Developer shall not assign its rights or obligations under this Agreement without the prior written consent of the City, which may be withheld in the City's sole discretion, and any attempt to do so without the City's consent shall, at the City's option, render this Agreement null and void.
- (B) <u>Entire Agreement</u>. This Agreement (including the exhibits hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof.
- (C) <u>Amendments</u>. This Agreement may be amended only by a written amendment signed by both parties.
- (D) <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. All actions regarding this Agreement shall be brought in the Hamilton County Court of Common Pleas, and Developer agrees that venue in such court is proper. Developer hereby waives trial by jury with respect to any and all disputes arising under this Agreement.
- (E) <u>Binding Effect</u>. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and assigns.
- (F) <u>Captions</u>. The captions of the various sections and paragraphs of this Agreement are not part of the context hereof and are only guides to assist in locating such sections and paragraphs and shall be ignored in construing this Agreement.
- (G) <u>Severability</u>. If any part of this Agreement is held by a court of law to be void, illegal or unenforceable, such part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.
  - (H) No Third Party Beneficiaries. No third party beneficiary rights are created by this Agreement.
- (I) <u>Brokers</u>. Developer shall be responsible for payment of any and all commissions and fees payable to brokers and agents who have assisted Developer in its acquisition of the City Sale Property.
- (J) <u>No Recording</u>. This Agreement shall not be recorded in the Hamilton County Recorder's office.
- (K) <u>Time</u>. Time is of the essence with respect to the performance by the parties of their respective obligations under this Agreement.
- (L) Official Capacity. All representations, warranties, covenants, agreements and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements or obligations shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future officer, agent, employee or attorney of the City in other than his or her official capacity.

- (M) <u>Conflict of Interest</u>. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.
- (N) <u>Administrative Actions</u>. To the extent permitted by applicable laws, and unless otherwise expressly provided in this Agreement, all actions taken or to be taken by the City under this Agreement may be taken by administrative action and shall not require legislative action of the City beyond the legislative action authorizing the execution of this Agreement.
- (O) <u>Counterparts and Electronic Signatures</u>. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original. This Agreement may be executed and delivered by electronic signature; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.
- **11.** <u>Coordinated Report Conditions</u>. Per CR #100-2019, Developer shall abide by the following additional conditions:
- (A) <u>Cincinnati Bell</u>: Cincinnati Bell has existing underground telephone facilities at this location. The existing facilities must remain in place, in service, and able to be accessed. Any damage done to the facilities, or any work done to relocate the facilities as a result of this request will be handled entirely at Developer's expense.
  - (B) Buildings and Inspections:
    - (i) The City Sale Property should be rezoned to an appropriate zoning district;
- (ii) The City Sale Property should be merged with Developer's Property by consolidation plat after the sale and before any building permits are issued;
  - (iii) The Project should be subject to the Coordinated Site Review process.
  - **12. Exhibits.** The following exhibits are attached hereto and made a part hereof:

Exhibit A – Legal Description

Exhibit B – Survey Plat

Exhibit C – Scope of Work

Exhibit D - Quitclaim Deed - City Sale Property Cut Up

Exhibit E – Quitclaim Deed – City Sale Property

Exhibit F – Additional Requirements

[SIGNATURE PAGE FOLLOWS]

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

CITY OF CINCINNATI	2600 APARIMENTS LLC					
By:	Ву:					
Paula Boggs-Muething, Interim City Manager	Name:					
Date:, 2020	Date:, 2020					
Approved as to Form:						
Assistant City Solicitor						
Certified Date:						
Fund/Code:						
Amount:						
By: Karen Alder City Finance Director						
Karen Alder City Finance Director						

#### **EXHIBIT A**

#### to Property Sale and Development Agreement

#### Legal Description

Property Address: 2604 Short Vine Street, Cincinnati, Ohio 45219

Berding Surveying



**Description for: Uptown** 

Location: Short Vine & Corry Street, 0.0574 Acre Plat of Survey

Situated in Section 14, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**COMMENCING** at the intersection of the north line of Corry Street and the east line of Vine Street;

Thence with the east line of said Vine Street, North 06°14'25" East, 50.00 feet to a set cross notch and the **POINT OF BEGINNING**;

Thence continuing with the east line of said Vine Street, North 06°14'25" East, 25.00 feet to a set cross notch at the southwest corner of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528 of the Hamilton County Recorder's Office;

Thence with the south line of said Gaslight Ventures LLC, South 83°55'38" East, 90.00 feet to the southeast corner of said Gaslight Ventures, referenced by an existing iron pin and cap stamped "Abercrombie #6021-7862" at 0.25 feet south;

Thence along a new division line, South 83°55'38" East, 10.00 feet to a set cross notch in the south line of a tract conveyed to City of Cincinnati in Deed Book 3326, Page 240; AND South 06°14'25" West, 25.00 feet to a set cross notch at the northeast corner of a tract conveyed to City of Cincinnati in Deed Book 3450, Page 511;

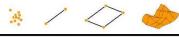
Thence in part with the north line of said City of Cincinnati and the north line of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528, North 83°55'38" West, 100.00 feet to the **POINT OF BEGINNING**.

**CONTAINING 0.0574 ACRES** and being subject to all legal easements and highways of record.

The above described tract being part of the lands conveyed to City of Cincinnati in Deed Book 3326, Page 163 and further identified as part of Hamilton County Auditor's Parcel 092-0002-0177-90.

#### **Property Address**: 4 East Corry Street, Cincinnati, Ohio 45219





GPS Surveying • 3D Laser Scanning

**Description for: Uptown** 

Location: Short Vine & Corry Street, 0.0115 Acre Plat of Survey

Situated in Section 14, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**COMMENCING** at the intersection of the north line of Corry Street and the east line of Vine Street;

Thence with the north line of said Corry Street, South 83°55'38" East, 90.00 feet to a set cross notch at the southeast corner of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528 of the Hamilton County Recorder's Office and the **POINT OF BEGINNING**.

Thence with the east line of said Gaslight Ventures LLC, North 06°14'25" East, 50.00 feet to a set iron pin in the south line of a tract conveyed to City of Cincinnati in Deed Book 3326, Page 163;

Thence with the south line of said City of Cincinnati, South 83°55'38" East, 10.00 feet to a set cross notch at the northwest corner of a tract conveyed to City of Cincinnati in Deed Book 3392, Page 385;

Thence with the west line of said City of Cincinnati, South 06°14'25" West, 50.00 feet to a set cross notch in the north line of aforesaid Corry Street;

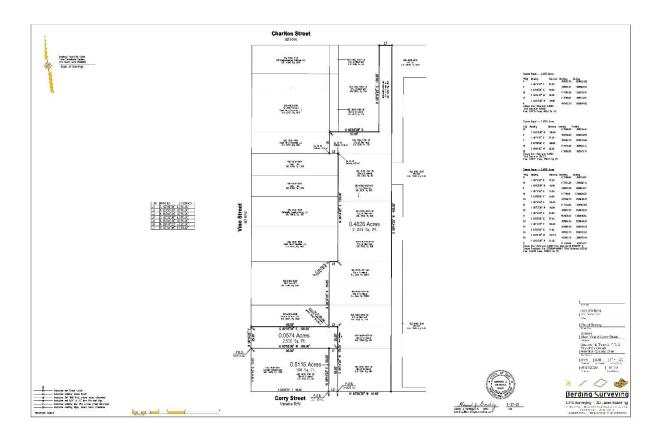
Thence with the north line of said Corry Street, North 83°55'38" West, 10.00 feet to the **POINT OF BEGINNING**.

**CONTAINING 0.0115 ACRES** and being subject to all legal easements and highways of record.

The above described tract being all of the lands conveyed to City of Cincinnati in Deed Book 3450, Page 511 and further identified as Hamilton County Auditor's Parcel 092-0002-0185-90.

**EXHIBIT B** to Property Sale and Development Agreement

# Survey Plat



## **EXHIBIT C**

to Property Sale and Development Agreement

## SCOPE OF WORK

Developer intends to construct two structures containing approximately 33,606 square feet of residential rental space, consisting of approximately 27 apartment units, and approximately 2,128 square feet of commercial space at an estimated aggregate cost of approximately \$6,005,180.

## **EXHIBIT D**

to Property Sale and Development Agreement

# FORM OF QUITCLAIM DEED - CITY SALE PROPERTY CUT-UP

[SEE ATTACHED]

[SPACE ABOVE FOR RECORDER'S USE ONLY]

Property: 2604 Short Vine Street

(cut-up to create 0.0574 acre parcel (Parcel "A") and 0.4828 acre parcel (Parcel "B")

## **QUITCLAIM DEED**

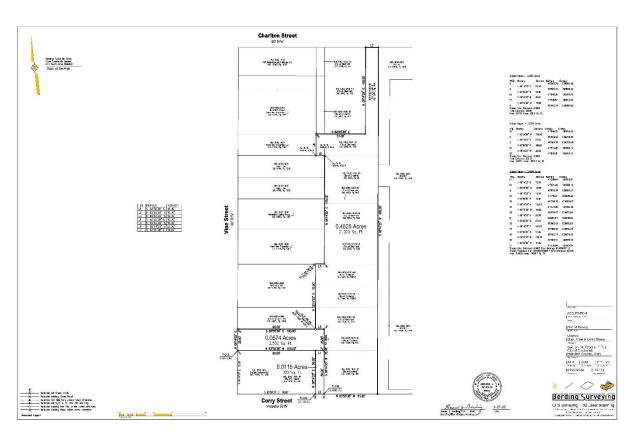
(Cut-up)

The **City of Cincinnati**, an Ohio municipal corporation (the "**City**"), hereby grants and conveys to the **City of Cincinnati**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202, all of the City's right, title and interest in and to the real property depicted on <u>Exhibit A</u> (*Plat of Survey*) and described on <u>Exhibit B</u> (*Legal Description – Parcel "A"*) and <u>Exhibit C</u> (*Legal Description – Parcel "B"*) hereto.

Property Address:	2604 Short Vine Street, Cincinnati, OH 45219
Auditor's Parcel No.:	092-0002-0007-90
This conveyance is pern grantor under a deed may also	itted under Ohio Revised Code Section 5302.18, which provides that a be a grantee.
The City's execution of the Cincinnati City Council on	his instrument was authorized by Ordinance No2020, passed by, 2020.
Prior instrument reference	e: Official Record, Page, Hamilton County, Ohio Records.
Executed on	_, 2020.
	City of Cincinnati
	Ву:
	Paula Boggs-Muething,
	Interim City Manager

STATE OF OHIO	)		
COUNTY OF HAMILTON	) ss: )		
Paula Boggs-Muething, Interim behalf of the municipal corpora	City Manager of the <b>City</b> tion. The notarial act cel	refore me this day of of Cincinnati, an Ohio municipal rtified hereby is an acknowledgem of the notarial act certified hereby.	corporation, on
		Notary Public My commission expires:	
Approved as to Form:			
Assistant City Solicitor	_		
This instrument prepared by:			
City of Cincinnati Law Departme 801 Plum Street Cincinnati, Ohio 45202	ent		
Exhibits: Exhibit A – <i>Plat of Survey</i> Exhibit B – <i>Legal Description</i> – Exhibit C – <i>Legal Description</i> –			

**Exhibit A** to Quitclaim Deed *Plat of Survey* 



#### **Exhibit B**

to Quitclaim Deed Legal Description – Parcel A

# Location: Short Vine & Corry Street, 0.0574 Acre Plat of Survey

Situated in Section 14, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**COMMENCING** at the intersection of the north line of Corry Street and the east line of Vine Street;

Thence with the east line of said Vine Street, North 06°14'25" East, 50.00 feet to a set cross notch and the **POINT OF BEGINNING**;

Thence continuing with the east line of said Vine Street, North 06°14'25" East, 25.00 feet to a set cross notch at the southwest corner of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528 of the Hamilton County Recorder's Office;

Thence with the south line of said Gaslight Ventures LLC, South 83°55'38" East, 90.00 feet to the southeast corner of said Gaslight Ventures, referenced by an existing iron pin and cap stamped "Abercrombie #6021-7862" at 0.25 feet south;

Thence along a new division line, South 83°55'38" East, 10.00 feet to a set cross notch in the south line of a tract conveyed to City of Cincinnati in Deed Book 3326, Page 240; AND South 06°14'25" West, 25.00 feet to a set cross notch at the northeast corner of a tract conveyed to City of Cincinnati in Deed Book 3450, Page 511;

Thence in part with the north line of said City of Cincinnati and the north line of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528, North 83°55'38" West, 100.00 feet to the **POINT OF BEGINNING**.

**CONTAINING 0.0574 ACRES** and being subject to all legal easements and highways of record.

The above described tract being part of the lands conveyed to City of Cincinnati in Deed Book 3326, Page 163 and further identified as part of Hamilton County Auditor's Parcel 092-0002-0177-90.

The bearings are based on State Plane Coordinate System Ohio South Zone (NAD83).

All iron pins set are 5/8" X 30" rebar with cap stamped "G.J. BERDING SURVEYING, INC".

Prepared by G.J. BERDING SURVEYING, INC. on January 27, 2020. Based on a Plat of Survey prepared by G.J. BERDING SURVEYING, INC. on January 27, 2020.

#### **Exhibit C**

# to Quitclaim Deed Legal Description – Parcel B

### Location: Short Vine & Corry Street, 0.4828 Acre Plat of Survey

Situated in Section 14, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**COMMENCING** at the intersection of the north line of Corry Street and the east line of Vine Street:

Thence with the north line of said Corry Street, South 83°55'38" East, 100.00 feet to a set cross notch at the southeast corner of a tract conveyed to City of Cincinnati in Deed Book 3450, Page 511 of the Hamilton County Recorder's Office and the **POINT OF BEGINNING**:

Thence in part with the east line of said City of Cincinnati and a new division line, North 06°14'25" East, 75.00 feet to a set cross notch in the north line of a tract conveyed to City of Cincinnati in Deed Book 3326, Page 163;

Thence with the north line of said City of Cincinnati, North 83°55'38" West, 10.00 feet to the southwest corner of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528, referenced by an existing iron pin stamped "Abercrombie #6021-7862" at 0.25 feet south;

Thence with the east line of said Gaslight Ventures LLC and a tract conveyed to 2610 Vine, LLC in Official Record 13590, Page 1344, North 06°14'25" East, 75.00 feet to a point in the south line of a tract conveyed to Short Vine Properties LLC in Official Record 13701, Page 1906, referenced by an existing 1" iron pipe at 0.40 feet South and 1.41 feet West;

Thence with the south line of said Short Vine Properties LLC, South 83°55'38" East, 10.00 feet to a set cross notch at the southeast corner of said Short Vine Properties LLC;

Thence with the east line of said Short Vine Properties LLC, a tract conveyed to University Housing Group, LLC in Official Record 13866, Page 1287, and tracts conveyed to Angiulli, Inc. in Official Record 6745, Page 1338, North 06°14'25" East, 125.00 feet to the northeast corner of said Angiulli, Inc., referenced by an existing cross notch at 0.08 feet North and 0.16 feet West and an existing cross notch at 0.06 feet North and 0.35 feet East;

Thence with the north line of said Angiulli, Inc., North 83°55'38" West, 10.00 feet to the southeast corner of a tract conveyed to Short Vine Properties LLC in Official Record 13701, Page 1906, referenced by an existing cross notch at 0.09 feet North and 0.19 feet West;

Thence with the east line of said Short Vine Properties LLC, North 06°14'25" East, 25.00 feet to a set cross notch at the southeast corner of a tract conveyed to Short Vine Properties LLC in Official Record 13701, Page 1910

Thence in part with the south line of a tract conveyed to City of Cincinnati in Deed Book 3392, Page 391 and a tract conveyed to City of Cincinnati in Deed Book 3297, Page 552, South 83°55'38" East, 57.00 feet to a set MAG nail at the southeast corner of said City of Cincinnati;

Thence with the east line of said City of Cincinnati, North 06°14'25" East, 100.00 feet to a set iron pin in the south line of Charlton Street;

Thence with the south line of said Charlton Street, South 83°55'38" East, 14.82 feet to a set iron pin at the northwest corner of a tract conveyed to VP3 LLC in Official Record 12805, Page 1626:

Thence in part with the west line of said VP3 LLC, South 06°14'25" West, 400.00 feet to a set iron pin in the north line of aforesaid Corry Street;

Thence with the north line of said Corry Street, North 83°55'38" West, 61.82 feet to the **POINT OF BEGINNING**.

CONTAINING 0.4828 ACRES and being subject to all legal easements and highways of record.

The above described tract being part of the lands conveyed to City of Cincinnati in Deed Book 3297, Page 553, Deed Book 3326, Page 163, Deed Book 3326, Page 240, Deed Book 3360, Page 828, Deed Book 3392, Page 385, Deed Book 3392, Page 735, Deed Book 3396, Page 660, Deed Book 3397, Page 56, and Registered Land Certificate No. 55262 and 56047 in Hamilton County Recorder's Office, further identified as Parcels 092-0002-0007-90, 092-0002-011-90, 092-0002-0161-90, 092-0002-0177-90, 092-0002-0179-90, 092-0002-0180-90, 092-0002-0181-90, 092-0002-0182-90, 092-0002-0184-90, and 092-0002-0187-90 of the Hamilton County Auditor's Office.

The bearings are based on State Plane Coordinate System Ohio South Zone (NAD83).

All iron pins set are 5/8" X 30" rebar with cap stamped "G.J. BERDING SURVEYING, INC".

Prepared by G.J. BERDING SURVEYING, INC. on January 27, 2020. Based on a Plat of Survey prepared by G.J. BERDING SURVEYING, INC. on January 27, 2020.

# **EXHIBIT D**

to Property Sale and Development Agreement

# FORM OF QUITCLAIM DEED - CITY SALE PROPERTY

[See Attached]

space above for recorder
QUITCLAIM DEED
The CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), for valuable consideration paid, hereby grants and conveys to <b>2600 APARTMENTS LLC</b> , an Ohio limited liability company, with a mailing address of 256 E. University Avenue, Cincinnati, OH 45219 ("Grantee"), all of the City's right, title and interest in and to the real property described on <a href="Exhibit A">Exhibit A</a> hereto (the "Property"):
Property Address: 4 E. Corry Street and 2604 Short Vine Street, Cincinnati, OH 45219 Auditor's parcel Nos.: & 092-0002-0185-90
Reconveyance to City upon Failure to Timely Obtain Building Permits: The City and Grantee are parties to a Property Sale and Development Agreement dated, 2020 (the "Agreement") pursuant to which Grantee is required to redevelop the City Sale Property. If Grantee does not obtain all necessary building permits to initiate construction on the City Sale Property on or before the Project Commencement Date specified in the Agreement, the City may require Developer to reconvey the Property to the City as described in the Agreement. At such time as the City no longer has the right to reacquire the City Sale Property under the Agreement, the City, at Grantee's request, shall execute and deliver to Grantee a release of such rights for recording in the Hamilton County, Ohio Records. Until such time as the City Sale Property has been reconveyed to the City or the City has released or waived its rights to reacquire the City Sale Property thereunder, Grantee shall not sell or otherwise transfer title to the City Sale Property or any portion thereof without the prior written consent of the City.
This conveyance was authorized by Ordinance No2020, passed by Cincinnati City Council on, 2020.
Prior instrument references: Deed Book 3326, Page 163, & <u>OR</u> , <u>Page</u> , Hamilton County, Ohio Records.
Executed on, 2020.
<b>Exhibits</b> . The following exhibits are attached hereto and made a part hereof: Exhibit A - Legal Description

	CITY OF CINCINNATI
	By:
	By: Paula Boggs-Muething, Interim City Manager
STATE OF OHIO ) ) SS:	
) SS: COUNTY OF HAMILTON )	
Boggs-Muething, Interim City Manager of th	wledged before me this day of, 2020 by Paula e CITY OF CINCINNATI, an Ohio municipal corporation, on arial act certified hereby is an acknowledgement. No oath or th regard to the notarial act certified hereby.
	Notary Public My commission expires:
Approved as to Form:	
Assistant City Solicitor	
This instrument prepared by:	
City of Cincinnati Law Department 801 Plum Street, Suite 214 Cincinnati, Ohio 45202	

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#### **EXHIBIT A**

#### to Quitclaim Deed

### Legal Description

Auditor's Parcel No.: 0092-0002-0185-90 Property Address: 4 E. Corry Street

# Berding Surveying



GPS Surveying • 3D Laser Scanning

**Description for: Uptown** 

Location: Short Vine & Corry Street, 0.0115 Acre Plat of Survey

Situated in Section 14, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**COMMENCING** at the intersection of the north line of Corry Street and the east line of Vine Street;

Thence with the north line of said Corry Street, South 83°55'38" East, 90.00 feet to a set cross notch at the southeast corner of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528 of the Hamilton County Recorder's Office and the **POINT OF BEGINNING**.

Thence with the east line of said Gaslight Ventures LLC, North 06°14'25" East, 50.00 feet to a set iron pin in the south line of a tract conveyed to City of Cincinnati in Deed Book 3326, Page 163;

Thence with the south line of said City of Cincinnati, South 83°55'38" East, 10.00 feet to a set cross notch at the northwest corner of a tract conveyed to City of Cincinnati in Deed Book 3392, Page 385;

Thence with the west line of said City of Cincinnati, South 06°14'25" West, 50.00 feet to a a set cross notch in the north line of aforesaid Corry Street;

Thence with the north line of said Corry Street, North 83°55'38" West, 10.00 feet to the **POINT OF BEGINNING**.

**CONTAINING 0.0115 ACRES** and being subject to all legal easements and highways of record.

The above described tract being all of the lands conveyed to City of Cincinnati in Deed Book 3450, Page 511 and further identified as Hamilton County Auditor's Parcel 092-0002-0185-90.

# Berding Surveying



GPS Surveying • 3D Laser Scanning

**Description for: Uptown** 

Location: Short Vine & Corry Street, 0.0574 Acre Plat of Survey

Situated in Section 14, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**COMMENCING** at the intersection of the north line of Corry Street and the east line of Vine Street;

Thence with the east line of said Vine Street, North 06°14'25" East, 50.00 feet to a set cross notch and the **POINT OF BEGINNING**;

Thence continuing with the east line of said Vine Street, North 06°14'25" East, 25.00 feet to a set cross notch at the southwest corner of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528 of the Hamilton County Recorder's Office:

Thence with the south line of said Gaslight Ventures LLC, South 83°55'38" East, 90.00 feet to the southeast corner of said Gaslight Ventures, referenced by an existing iron pin and cap stamped "Abercrombie #6021-7862" at 0.25 feet south;

Thence along a new division line, South 83°55'38" East, 10.00 feet to a set cross notch in the south line of a tract conveyed to City of Cincinnati in Deed Book 3326, Page 240; AND South 06°14'25" West, 25.00 feet to a set cross notch at the northeast corner of a tract conveyed to City of Cincinnati in Deed Book 3450, Page 511;

Thence in part with the north line of said City of Cincinnati and the north line of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528, North 83°55'38" West, 100.00 feet to the **POINT OF BEGINNING**.

**CONTAINING 0.0574 ACRES** and being subject to all legal easements and highways of record.

The above described tract being part of the lands conveyed to City of Cincinnati in Deed Book 3326, Page 163 and further identified as part of Hamilton County Auditor's Parcel 092-0002-0177-90.

#### **EXHIBIT F**

to Property Sale and Development Agreement

# Additional Requirements

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

This Exhibit serves two functions:

- (i) Serving as a Source of Information With Respect to Government Requirements. This Exhibit identifies certain Government Requirements that may be applicable to the Project, Developer, or its contractors and subcontractors. Because this Agreement requires that Developer comply with all applicable laws, regulations, and other Government Requirements (and in certain circumstances to cause others to do so), this Exhibit flags certain Government Requirements that Developers, contractors and subcontractors regularly face in constructing projects or doing business with the City. To the extent a Developer is legally required to comply with a Government Requirement, failure to comply with such a Government Requirement is a violation of the Agreement.
- (ii) Affirmatively Imposing Contractual Obligations. If certain conditions for applicability are met, this Exhibit also affirmatively imposes contractual obligations on Developer, even where such obligations are not imposed on Developer by Government Requirements. As described below, the affirmative obligations imposed hereby are typically a result of policies adopted by City Council which, per Council's directive, are to be furthered by the inclusion of certain specified language in some or all City contracts. The City administration (including the City's Department of Community and Economic Development) is responsible for implementing the policy directives promulgated by Council (which typically takes place via the adoption of motions or resolutions by Council), including, in certain circumstances, by adding specific contractual provisions in City contracts such as this Agreement.

#### (A) Construction Workforce.

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

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

(ii) <u>Requirement.</u> In furtherance of the policy enumerated in City Resolutions No. 32-1983 and 21-1998 concerning the inclusion of minorities and women in City construction work, if Developer is performing construction work for the City under a construction contract to which the City is a party, Developer shall use Best Efforts to achieve a standard of no less than 11.8% Minority Persons (as defined below) and 6.9% females (of whom at least one-half shall be Minority Persons) in each craft trade in Developer and its general contractor's aggregate workforce in Hamilton County, to be achieved at least

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halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the "Construction Workforce Goals").

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

- (a) "Best Efforts" means substantially complying with all of the following as to any of its employees performing such construction, and requiring that all of its construction subcontractors substantially comply with all of the following: (1) solicitation of Minority Persons as potential employees through advertisements in local minority publications; and (2) contacting government agencies, private agencies, and/or trade unions for the job referral of qualified Minority Persons.
- (b) "Minority Person" means any person who is Black, Asian or Pacific Islander, Hispanic, American Indian or Alaskan Native.
  - (c) "Black" means a person having origin in the black racial group of Africa.
- (d) "Asian or Pacific Islander" means a person having origin in the original people of the Far East or the Pacific Islands, which includes, among others, China, India, Japan, Korea, the Philippine Islands, Malaysia, Hawaii and Samoa.
- (e) "**Hispanic**" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish cultural origin.
- (f) "American Indian" or "Alaskan Native" means a person having origin in any of the original people of North America and who maintains cultural identification through tribal affiliation.
  - (B) Trade Unions; Subcontracts; Competitive Bidding.
    - (i) Meeting and Conferring with Trade Unions.
- (a) <u>Applicability</u>. Per City of Cincinnati, Ordinance No. 130-2002, this requirement is limited to transactions in which Developer receives City funds or other assistance (including, but not limited to, the City's construction of public improvements to specifically benefit the Project, or the City's sale of real property to Developer at below fair market value).
- (b) Requirement. This Agreement may be subject to the requirements of City of Cincinnati, Ordinance No. 130-2002, as amended or superseded, providing that, if Developer receives City funds or other assistance, Developer and its general contractor, prior to the commencement of construction of the Project and prior to any expenditure of City funds, and with the aim of reaching comprehensive and efficient project agreements covering all work done by Developer or its general contractor, shall meet and confer with: the trade unions representing all of the crafts working on the Project, and minority, female, and locally-owned contractors and suppliers potentially involved with the construction of the Project. At this meeting, Developer and/or its general contractor shall make available copies of the scope of work and if prevailing wage rates apply, the rates pertaining to all proposed work on the Project. Not later than ten (10) days following Developer and/or its general contractor's meet and confer activity, Developer shall provide to the City, in writing, a summary of Developer and/or its general contractor's meet and confer activity.

### (ii) Contracts and Subcontracts; Competitive Bidding.

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

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

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

- (a) Applicability. Pursuant to Ordinance No. 273-2002, the provision in clause (b) below applies solely where the Project receives in \$250,000 or more in direct City funding, and where such funding comprises at least 25% of the Project's budget. For the purposes of this clause (iii), "direct City funding" means a direct subsidy of City funds in the form of cash, including grants and forgivable loans, but not including public improvements, land acquisitions and sales, job creation tax credits, or tax abatements or exemptions.
- (b) Requirement. This Agreement requires that Developer issue an invitation to bid on the construction components of the development by trade craft through public notification and that the bids be read aloud in a public forum. For purposes of this provision, the following terms shall be defined as set forth below:
  - (1) "Bid" means an offer in response to an invitation for bids to provide construction work.
  - (2) "Invitation to Bid" means the solicitation for quoted prices on construction specifications and setting a time, date and place for the submission of and public reading of bids. The place for the public reading of bids shall be chosen at the discretion of Developer; however, the place chosen must be accessible to the public on the date and time of the public reading and must have sufficient room capacity to accommodate the number of respondents to the invitation to bid.
  - (3) "Trade Craft" means (a) general construction work, (b) electrical equipment, (c) plumbing and gas fitting, (d) steam and hot water heating and air conditioning and ventilating apparatus, and steam power plant, (e) elevator work, and (f) fire protection.
  - (4) "Public Notification" means (a) advertisement of an invitation to bid with ACI (Allied Construction Industries) and the Dodge Report, and (b) dissemination of the advertisement (either by mail or electronically) to the South Central Ohio Minority Business Council, Greater Cincinnati Northern Kentucky African-American Chamber of Commerce, and the Hispanic Chamber of Commerce. The advertisement shall include a description of the "scope of work" and any other information reasonably necessary for the preparation of a bid, and it shall be published and disseminated no less than fourteen days prior to the deadline for submission of bids stated in the invitation to bid.

- (5) "Read Aloud in a Public Forum" means all bids shall be read aloud at the time, date and place specified in the invitation for bids, and the bids shall be available for public inspection at the reading.
- (C) <u>City Building Code</u>. All construction work must be performed in compliance with City building code requirements.
- (D) <u>Lead Paint Regulations</u>. All work must be performed in compliance with Chapter 3742 of the Ohio Revised Code, Chapter 3701-32 of the Ohio Administrative Code, and must comply with OSHA's Lead in Construction Regulations and the OEPA's hazardous waste rules. All lead hazard abatement work must be supervised by an Ohio Licensed Lead Abatement Contractor/Supervisor.
- (E) <u>Displacement</u>. If the Project involves the displacement of tenants, Developer shall comply with all Government Requirements in connection with such displacement. If the City shall become obligated to pay any relocation costs or benefits or other sums in connection with the displacement of tenants, under Cincinnati Municipal Code Chapter 740 or otherwise, Developer shall reimburse the City for any and all such amounts paid by the City in connection with such displacement within twenty (20) days after the City's written demand.

## (F) <u>Small Business Enterprise Program.</u>

- (i) <u>Applicability</u>. The applicability of Municipal Code Chapter 323 (Small Business Enterprise Program) is limited to construction contracts in excess of \$5,000. Municipal Code Chapter 323 defines "contract" as "a contract in excess of \$5,000.00, except types of contracts listed by the City purchasing agent as exempt and approved by the City Manager, for (a) construction, (b) supplies, (c) services, or (d) professional services." It defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than \$4,000 and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority." To the extent Municipal Code Chapter 323 does not apply to this Agreement, Developer is not subject to the various reporting requirements described in this Section (F).
- (ii) Requirement. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises ("SBE"s), which include SBEs owned by minorities and women. Accordingly, subject to clause (i) above, Developer and its general contractor shall use its best efforts and take affirmative steps to assure that SBEs are utilized as sources of supplies, equipment, construction, and services, with the goal of meeting 30% SBE participation for construction contracts and 15% participation for supplies/services and professional services contracts. An SBE means a consultant, supplier, contractor or subcontractor who is certified as an SBE by the City in accordance with Cincinnati Municipal Code ("CMC") Chapter 323. (A list of SBEs may be obtained from the Department of Economic Inclusion or from the City's web page, <a href="http://cincinnati.diversitycompliance.com">http://cincinnati.diversitycompliance.com</a>.) Developer and its general contractor may refer interested firms to the Department of Economic Inclusion for review and possible certification as an SBE, and applications may also be obtained from such web page. If the SBE program is applicable to this Agreement, as described in clause (i) above, Developer agrees to take (or cause its general contractor to take) at least the following affirmative steps:
  - (1) Including qualified SBEs on solicitation lists.
  - (2) Assuring that SBEs are solicited whenever they are potential sources. Contractor must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials or to bid on construction contracts for the Project. Contractor is encouraged to use the internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot be used as substitutes for the above.
  - (3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

- (4) When needs permit, establishing delivery schedules that will encourage participation by SBEs.
- (iii) Subject to clause (i) above, if any subcontracts are to be let, Developer shall require the prime contractor to take the above affirmative steps.
- (iv) Subject to clause (i) above, Developer shall provide to the City, prior to commencement of the Project, a report listing all of the contractors and subcontractors for the Project, including information as to the owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. Developer or its general contractor shall update the report monthly by the 15th. Developer or its general contractor shall enter all reports required in this subsection via the City's web page referred to in clause (i) above or any successor site or system the City uses for this purpose. Upon execution of this Agreement, Developer and its general contractor shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.
- (v) Subject to clause (i) above, Developer and its general contractor shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City shall have the right to review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the affiant pursuant to Section 2921.12, Ohio Revised Code.
- (vi) Subject to clause (i) above, failure of Developer or its general contractor to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach the minimum percentage goals for SBE participation as set forth in Cincinnati Municipal Code Chapter 323, may be construed by the City as failure of Developer to use best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this section.

### (G) Equal Employment Opportunity.

- (i) <u>Applicability</u>. Chapter 325 of the Cincinnati Municipal Code (Equal Employment Opportunity) applies (a) where the City expends more than \$5,000 under a non-construction contract, or (b) where the City spends or receives over \$5,000 to (1) employ another party to construct public improvements, (2) purchase services, or (3) lease any real or personal property to or from another party. Chapter 325 of the Municipal Code does not apply where the contract is (a) for the purchase of real or personal property to or from another party, (b) for the provision by the City of services to another party, (c) between the City and another governmental agency, or (d) for commodities such as utilities.
- (ii) <u>Requirement</u>. If this Agreement is subject to the provisions of Chapter 325 of the Cincinnati Municipal Code (the City of Cincinnati's Equal Employment Opportunity Program), the provisions thereof are hereby incorporated by reference into this Agreement.
- (H) <u>Prevailing Wage</u>. Developer shall comply, and shall cause all contractors working on the Project to comply, with all any prevailing wage requirements that may be applicable to the Project. In the event that the City is directed by the State of Ohio to make payments to construction workers based on violations of such requirements, Developer shall make such payments or reimburse the City for such payments within twenty (20) days of demand therefor. A copy of the City's prevailing wage determination may be attached to this Exhibit as <u>Addendum I to Additional Requirements Exhibit</u> (*City's Prevailing Wage Determination*) hereto.
- (I) <u>Compliance with the Immigration and Nationality Act</u>. In the performance of its construction obligations under this Agreement, Developer shall comply with the following provisions of the federal Immigration and Nationality Act: 8 U.S.C.A. 1324a(a)(1)(A) and 8 U.S.C.A. 1324a(a)(2). Compliance or noncompliance with those provisions shall be solely determined by final determinations resulting from the

actions by the federal agencies authorized to enforce the Immigration and Nationality Act, or by determinations of the U.S.

- (J) <u>Prompt Payment</u>. The provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System", may apply to this Agreement. Municipal Code Chapter 319 also (i) provides certain requirements for invoices from contractors with respect to the Prompt Payment System, and (ii) obligates contractors to pay subcontractors for satisfactory work in a timely fashion as provided therein.
- (K) <u>Conflict of Interest</u>. Pursuant to Ohio Revised Code 102.03, no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project may have any personal financial interest, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.
- (L) Ohio Means Jobs. If this Agreement constitutes a construction contract (pursuant to the guidance with respect to the definition of that term provided in Section (A) above), then, pursuant to Ordinance No. 238-2010: To the extent allowable by law, Developer and its general contractor shall use its best efforts to post available employment opportunities with Developer, the general contractor's organization, or the organization of any subcontractor working with Developer or its general contractor with the OhioMeansJobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-946-7200.

#### (M) Wage Enforcement.

- (i) <u>Applicability</u>. Council passed Ordinance No. 22-2016 on February 3, 2016, which ordained Chapter 326 (Wage Enforcement) of the Cincinnati Municipal Code (the "**Wage Enforcement Chapter**"). The Wage Enforcement Chapter was then amended by Ordinance No. 96-2017, passed May 17, 2017. As amended, the Wage Enforcement Chapter imposes certain requirements upon persons entering into agreements with the City whereby the City provides an incentive or benefit that is projected to exceed \$25,000, as described more particularly in the Wage Enforcement Chapter. Cincinnati Municipal Code Section 326-5 requires that the language below be included in contracts subject to the Wage Enforcement Chapter.
- (ii) Required Contractual Language. Capitalized terms used, but not defined, in this clause (ii) have the meanings ascribed thereto in the Wage Enforcement Chapter.
- (a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.
- (b) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to include provisions in solicitations and contracts regarding a Development Site that all employers, Contractors or Subcontractors performing or proposing to perform work on a Development Site provide an initial sworn and notarized "Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee and, within 30 days of an Adverse Determination or Complaint of Wage Theft or Payroll Fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee.
- (c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings, {00316755-2}

complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City's request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

- (d) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall include in its contracts with all Contractors language that requires the Contractors to provide the authorizations set forth in subsection (c) above and that further requires each Contractor to include in its contracts with Subcontractors those same obligations for each Subcontractor and each lower tier subcontractor.
- (e) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall post a conspicuous notice on the Development Site throughout the entire period work is being performed pursuant to the Agreement indicating that the work being performed is subject to Cincinnati Municipal Code Chapter 326, Wage Enforcement, as administered by the City of Cincinnati Department of Economic Inclusion. Such notice shall include contact information for the Department of Economic Inclusion as provided by the department.
- (f) Under the Wage Enforcement provisions, the city shall have the authority, under appropriate circumstances, to terminate this contract or to reduce the incentives or subsidies to be provided under this contract and to seek other remedies, including debarment.

# (N) Americans With Disabilities Act; Accessibility.

- (i) <u>Applicability</u>. Cincinnati City Council adopted Motion No. 201600188 on February 3, 2016 (the "**Accessibility Motion**"). This motion directs City administration, including DCED, to include language specifically requiring compliance with the Americans With Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and imposing certain minimum accessibility standards on City-subsidized projects regardless of whether there are arguably exceptions or reductions in accessibility standards available under the ADA or State law.
- (ii) Requirement. In furtherance of the policy objectives set forth in the Accessibility Motion, (A) the Project shall comply with the ADA, and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then Developer shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "Contractual Minimum Accessibility Requirements" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

#### (O) Electric Vehicle Charging Stations in Garages.

(i) <u>Applicability</u>. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of "qualifying incentives" for projects involving the construction of a parking garage to include a provision requiring the inclusion of certain features in the garage relating to electric vehicles. The ordinance defines "qualifying incentives" as the provision of incentives or support for the construction of a parking garage in the form of (a) the provision of any City monies or monies controlled by the City including, without limitation, the

provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, "qualifying incentives" does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to Ohio Revised Code 3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

- (ii) Requirement. If the applicability criteria of Ordinance No. 89-2017 are met, then the following requirements shall apply to any parking garage included within the Project: (a) at least one percent of parking spaces, rounding up to the nearest integer, shall be fitted with Level 2 minimum 7.2 kilowatt per hour electric car charging stations; provided that if one percent of parking spaces is less than two parking spaces, the minimum number of parking spaces subject to this clause shall be two parking spaces; and (b) the parking garage's electrical raceway to the electrical supply panel serving the garage shall be capable of providing a minimum of 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer, and the electrical room supplying the garage must have the physical space for an electrical supply panel sufficient to provide 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer.
- (P) <u>Certification as to Non-Debarment</u>. Developer represents that neither it nor any of its principals is presently suspended or debarred by any federal, state, or local government agency. In completing the Project, Developer shall not solicit bids from any contractors or subcontractors who are identified as being suspended or debarred by any federal, state, or local government agency. If Developer or any of its principals becomes suspended or debarred by any federal, state, or local government agency during the term of this Agreement, Developer shall be considered in default under this Agreement.

# ADDENDUM I to Additional Requirements Exhibit

# City's Prevailing Wage Determination

SEE ATTACHED



August 3, 2020

**To:** Members of the Budget and Finance Committee

From: Paula Boggs Muething, Interim City Manager

Subject: Emergency Ordinance - Health: \$500 Kroger Gift Card Donation

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to accept an in-kind donation of a \$500 gift card from the Kroger Company for the Cincinnati Health Department.

This Emergency Ordinance authorizes the City Manager to accept an in-kind donation of a \$500 gift card from the Kroger Company for the Cincinnati Health Department to be used for COVID-19 testing. COVID-19 testing lab specimens must be kept on ice while at the testing site and when the specimens are shipped to a lab for testing, and the donation of the \$500 gift card will be used to purchase ice to keep COVID-19 testing lab specimens cold. The donation will also be used to purchase food and drinks for Cincinnati Health Department staff who are manning testing sites.

The Cincinnati Health Department has already received the \$500 gift card from the Kroger Company; however, should this Emergency Ordinance not be approved, the donation will not be accepted.

This donation does not require matching funds, and there are no new FTEs associated with this donation.

The reason for the emergency is the immediate need to accept the donation for COVID-19 testing.

The Administration recommends passage of this Emergency Ordinance.

cc: Christopher A. Bigham, Assistant City Manager Karen Alder, Finance Director

Attachment

# **EMERGENCY**

ZDS

- 2020

**AUTHORIZING** the City Manager to accept an in-kind donation of a \$500 gift card from the Kroger Company for the Cincinnati Health Department.

WHEREAS, COVID-19 testing lab specimens must be kept on ice while at the testing site and when the specimens are shipped to a lab for testing, and the donation of the \$500 gift card will be used to purchase ice for COVID-19 testing lab specimens; and

WHEREAS, the donation will also be used to purchase food and drinks for Cincinnati Health Department staff who are manning testing sites; and

WHEREAS, the Cincinnati Health Department has already received the \$500 gift card from the Kroger Company, however, should this Emergency Ordinance not be approved, the donation will not be accepted; and

WHEREAS, there are no new FTEs associated with this donation, and acceptance of this donation does not require any local matching resources; and

WHEREAS, acceptance of this donation is in accordance with the "Collaborate" goal to "Work in synergy with the Cincinnati community," as described on page 209 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to accept an in-kind donation of a \$500 gift card from the Kroger Company for the Cincinnati Health Department.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of public peace, health, safety, and general welfare and shall, subject to the terms of

Article II, Section 6 of the Cha	rter, be effective immediately.	The reason for the emergency is the
immediate need to accept the d	lonation for COVID-19 testing	
Passed:	, 2020	
		John Cranley, Mayor
Attest:Clerk		



August 3, 2020

**To:** Budget and Finance Committee

From: Paula Boggs Muething, Interim City Manager

Subject: Emergency Ordinance- Lead Service Line Replacement Program Property Tax

Special Assessments

Transmitted herewith is an emergency ordinance captioned as follows.

LEVYING assessments for the unpaid costs of private lead service line replacements undertaken at various locations by the City of Cincinnati's Greater Cincinnati Water Works through its Lead Service Line Replacement Program in accordance with Cincinnati Municipal Code Sections 401-127 through 401-135 and as set forth in the attached Exhibit 1.

In June 2017, the City authorized the Greater Cincinnati Water Works' (GCWW) Lead Service Line Replacement Program, setting a goal of replacing all public and private lead service lines in the GCWW system in 15 years. Since that time, GCWW has replaced 3175 public and private lead service lines.

Since the portion of the lead service line on the private property is the owner's responsibility, affordability of the replacement work is critical. Property owners participating in GCWW's program, receive 40% off (up to \$1500) of the GCWW contractor cost and residents of the City can spread repayment of the remaining amount over 10 years as a semiannual property tax assessment.

This ordinance is to levy the assessments for the unpaid private lead service line replacement costs for owners who have entered into an agreement with the City for the GCWW lead service line replacement work to be certified to the Hamilton County Auditor.

The Administration recommends passage of this Emergency Ordinance.

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

# **EMERGENCY**

**AEY** 

- 2020

**LEVYING** assessments for the unpaid costs of private lead service line replacements undertaken at various locations by the City of Cincinnati's Greater Cincinnati Water Works through its Lead Service Line Replacement Program in accordance with Cincinnati Municipal Code Sections 401-127 through 401-135 and as set forth in the attached Exhibit 1.

WHEREAS, Chapter 401 of the Cincinnati Municipal Code provides that property owners shall be responsible for the cost of replacing the portion of a lead water service line on their private property; and

WHEREAS, in order to assist property owners in financing the cost of private lead service line replacement, the City does not charge interest when the replacement costs are assessed to the property; and

WHEREAS, the owners of the properties listed in the attached Exhibit 1 were either notified by Greater Cincinnati Water Works ("GCWW") that their private lead service lines were required to be replaced pursuant to Chapter 401 of the Cincinnati Municipal Code and Chapter 729 of the Ohio Revised Code or provided a voluntary written waiver of such notice; and

WHEREAS, the owners of the properties listed on Exhibit 1 entered into agreements for the GCWW to perform the replacement work on their private water lines, bill the property owner for the owner's share of the resulting costs, and assess to the property for repayment over ten years (or five years, if selected by the owner) any portion of the owner's share of costs that is unpaid following the bill due date; and

WHEREAS, GCWW has completed lead service line replacements at the properties listed on Exhibit 1, the property owners have been billed for their share of the costs, and the due date for payment (30 days from the billing date) has passed; and

WHEREAS, following the due date of the bill, any unpaid portion of the owner's share of costs shall be assessed against the property to be collected by the County Treasurer in the same manner as real estate taxes pursuant to Cincinnati Municipal Code Chapter 401 and the owners' agreements with the City; now, therefore,

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

Section 1. That in accordance with Cincinnati Municipal Code Sections 401-127 through 401-135, the unpaid costs of private lead service line replacement incurred by the City's Greater Cincinnati Water Works ("GCWW") are hereby levied as assessments upon the real property in

the amounts and at the locations described in the attached Exhibit 1 (the "Assessed Properties") for payment in semi-annual installments for the length of the assessment period indicated on Exhibit 1.

Section 2. That the listed assessments are payable in cash to the City Treasurer within thirty calendar days after the passage of this ordinance or, at the option of each property owner, in semi-annual installments for the indicated assessment period.

Section 3. That assessments not paid in cash within thirty calendar days are to be certified by the City Treasurer to the County Auditor.

Section 4. That for each of the Assessed Properties, GCWW has either provided written notice of the requirement to replace the private lead service line on the property to the property owner pursuant to Ohio Revised Code Chapter 729 and Cincinnati Municipal Code Chapter 401 or obtained a voluntary written waiver of service of such notice from the property owner.

Section 5. That notes and bonds of the City of Cincinnati may be issued in anticipation of the collection of the assessments.

Section 6. That any amount received as a result of the assessments levied herein shall be deposited into GCWW Fund 312, "Private Lead Service Line Replacement."

Section 7. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6, be effective immediately. The reason for the emergency is the immediate

necessity to authorize the Clerk of Counc	ii to certify	the assessments by the Hamilton County
Auditor's September 30, 2020, deadline for	r 2021 asse	ssments to real estate.
Passed:	, 2020	
	_	John Cranley, Mayor
Attest:Clerk		

#### AFFIDAVIT

STATE OF OHIO	)	
	)	SS
COUNTY OF HAMILTON	)	

Re: Certification of Lead Service Line Replacement costs (CMC 401-133 and -135 and ORC 729.06)

Now comes Niranjan Deshpande and after being duly cautioned and sworn, states that that the following is true and based upon his own knowledge and belief:

- 1. I am employed by the City of Cincinnati and served in the position of Interim Lead Program Manager of the Greater Cincinnati Water Works (GCWW) of the City of Cincinnati from August 25, 2019 to May 16, 2020.
- 2. Pursuant to the Cincinnati Municipal Code (CMC) sections 401-133 and -135, the City of Cincinnati, through GCWW has the authority to notify the owner in writing of the requirement to replace the private lead service line.
- 3. Exhibit A, attached hereto and incorporated herein by reference, contains a list of properties and their owners who were either served with notices to replace their private Lead Service Line or who waived such notice and who executed agreements with GCWW to replace the private lead service line on the property and for owner to pay its share of costs incurred by GCWW.
- 4. Pursuant to the agreements and CMC 401-135, GCWW has completed the lead service line replacement work on the properties listed in Exhibit A and billed the property owner for their share of the replacement costs. The due date on the bills for each of the listed properties has passed.
- 5. CMC 401-135 provides, that GCWW shall certify any unpaid amounts to the City Treasurer in an affidavit with the following information as detailed in Exhibit A: the number of tax years over which the amount shall be collected, the amounts to be assessed in each semianual assessment, the date the costs were incurred, the address and parcel number(s) of the property served by the replaced service line and the name of the property owner of record at the time the costs were incurred.
- 6. Following approval of the assessments by ordinance, CMC 401-135 authorizes the Clerk of Council to certify the assessments to the Hamilton County Auditor for placement upon the tax list and duplicate for the relevant property.

7. I hereby certify the amounts and information listed on Exhibit A to the City Treasurer, and request that upon approval of ordinance that the Clerk of Council certify the listed assessments to the Hamilton County Auditor for placement upon the tax list and duplicate.

FURTHER, AFFIANT SAITH NAUGHT.

NIRANJAN DESHPANDE day of

13th

Notary Public - State of Ohio

{00289926-1}



City of Cincinnati L	SL Replace	ements 202	20		
PARCEL		VNER			RES/ORD#
0070002000400	GI	ERWE COLLEE	N C		
1593 MOON VALLEY LN	5 '	Yrs - Semi-Ann	ual Charge		A
Principal	Full Year	Half Year	Future Amount		Year
3999.00	799.80	399.90	3199.20	2021	1
	799.80	399.90	2399.40	2022	2
	799.80	399.90	1599.60	2023	3
	799.80	399.90	799.80	2024	4
	799.80	399.90	0.00	2025	5
PROJECT NAME					
City of Cincinnati L	SL Replace	ements 202	20		
PARCEL	OWNER				RES/ORD#
0200001001300	0200001001300 ROBERT F & ANNE M CAVELLIER				
1048 RICHWOOD AV	5	Yrs - Semi-Ann	ual Charge		
<u>Principal</u>	Full Year	Half Year	Future Amount		Year
1975.80	395.16	197.58	1580.64	2021	1
	395.16		1185.48	2022	2
	395.16		790.32	2023	3
	395.16	197.58	395.16	2024	4
	395.16	197.58	0.00	2025	5
PROJECT NAME					
City of Cincinnati L	SL Replace	ements 202	20		
PARCEL	ov	VNER			RES/ORD#
0340002004300	CH	CHANEY BRITTANY J			
5325 WARD ST	5 1	Yrs - Semi-Ann	ual Charge		
<u>Principal</u>	Full Year	Half Year	Future Amount		Year
2009.40	401.88	200.94	1607.52	2021	1
	401.88		1205.64	2022	2
	401.88	200.94	803.76	2023	3
	401.88	200.94	401.88	2024	4
	401.88	200.94	0.00	2025	5

PROJECT NAME  City of Cincinnati L	SI Renlac	ements 202	20		
PARCEL		WNER .			RES/ORD#
0370005004700		AVIS ALEXAND	ER		
6911 MERWIN AV	5	Yrs - Semi-Ann	ual Charge		
Principal	Full Year	Half Year	Future Amount		Year
1493.40	298.68		1194.72	2021	1
	298.68		896.04	2022	2
	298.68		597.36	2023	3
	298.68		298.68	2024	4
	298.68		0.00	2025	5
PROJECT NAME					
City of Cincinnati L	SL Replac	ements 202	20		
PARCEL		WNER			RES/ORD#
0380A03015600	S	AFFER JAMES	L & ANNA V		
3644 ERIE AVENUE	5	Yrs - Semi-Ann	ual Charge		
<u>Principal</u>	Full Year	Half Year	Future Amount		Year
1500.00	300.00	150.00	1200.00	2021	1
	300.00		900.00	2022	2
	300.00		600.00	2023	3
	300.00	150.00	300.00	2024	4
	300.00	150.00	0.00	2025	5
PROJECT NAME					
City of Cincinnati L	SL Replac	ements 202	20		
PARCEL	0/	WNER			RES/ORD#
0390002017800	R	OBERTS MELV	IN & DANA		
3311 ALICEMONT AVE	5	Yrs - Semi-Ann	ual Charge		
<u>Principal</u>	Full Year	Half Year	Future Amount		Year
1350.00	270.00	100.00	1080.00	2021	1
	270.00	135.00	810.00	2022	2
	270.00	135.00	540.00	2023	3
	270.00		270.00	2024	4
	270.00	135.00	0.00	2025	5

City of C	incinnati L	SL Replace	ements 202	20			
PARCEL			VNER			RES/ORD#	
0530002001	900	W	ARD VINCENT	E & MEGAN A			
2161 EAST	HILL AVENUE	5	rs - Semi-Ann	ual Charge	33741		
	Principal	Full Year	Half Year	Future Amount		Year	
	2500.00	500.00	250.00	2000.00	2021	1	
		500.00	250.00	1500.00	2022	2	
		500.00	250.00	1000.00	2023	3	
		500.00	250.00	500.00	2024	4	
		500.00	250.00	0.00	2025	5	
PROJECT NA			1 000				
PARCEL	incinnati L		ements 202	20		RES/ORD#	
0540001007	7400		WALKER ROOSEVELT III & DONNA G				
			rs - Semi-Ann				
3131 FAIRFIELD AVENUE  Principal Full Yea			Half Year	Future Amount		<u>Year</u>	
	Principal 3000.00	600.00	300.00	2400.00	2021	1	
	3000.00	600.00	300.00	1800.00	2022	2	
		600.00	300.00	1200.00	2023	3	
		600.00	300.00	600.00	2024	4	
		600.00	300.00	0.00	2025	5	
PROJECT NA	ME .						
City of C	incinnati L	SL Replace	ements 202	20			
PARCEL		ov	OWNER				
0540001007	7500	SH	ROYER STUA	RT M & STEPHANI	EA		
3115 FAIRI	FIELD AVENUE	5	rs - Semi-Ann	ual Charge	A N	RELIES.	
	Principal	Full Year	Half Year	Future Amount		Year	
	3000.00	600.00	300.00	2400.00	2021	1	
		600.00	300.00	1800.00	2022	2	
		600.00	300.00	1200.00	2023	3	
		600.00	300.00	600.00	2024	4	
		000.00	300.00	600.00	2024	4	

600.00

2025

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City of Cin	cinnati I (	SI Penlace	mente 202	20			
PARCEL	Cillian L		NER 202	.0		RES/ORD#	
054000101130	0		IDERSON EM	4A I		The state of the s	
1877 FAIRFAX	AVENUE	5 1	5 Yrs - Semi-Annual Charge				
	Principal	Full Year	Half Year	Future Amount		Year	
	420.00	84.00	42.00	336.00	2021	1	
		84.00	42.00	252.00	2022	2	
		84.00	42.00	168.00	2023	3	
		84.00	42.00	84.00	2024	4	
		84.00	42.00	0.00	2025	5	
PROJECT NAME							
	alamati I d	OL Danie		00			
City of Cin	cinnati La			20		· I	
PARCEL		ov	/NER	RES/ORD#			
054000200030	0	RI	LEY DESMON	D & CHERYL			
1917 KINNEY	AVENUE	5 1	rs - Semi-Ann	ual Charge	There's		
	Principal	Full Year	Half Year	Future Amount		Year	
	1800.00	360.00	180.00	1440.00	2021	1	
		360.00	180.00	1080.00	2022	2	
		360.00	180.00	720.00	2023	3	
		360.00	180.00	360.00	2024	4	
		360.00	180.00	0.00	2025	5	
PROJECT NAME							
		OL D. I	1 000	<b>NA</b>			
City of Cin	cinnati L	-		20		RES/ORD#	
PARCEL			OWNER				
054000200140	0	ZC	RN MATTHEV	VE			
1900 FAIRFAX	AVENUE	5	rs - Semi-Ann	ual Charge			
	Principal	Full Year	Half Year	Future Amount		Year	
	1800.00	360.00	180.00	1440.00	2021	1	
		360.00	180.00	1080.00	2022	2	
		360.00	180.00	720.00	2023	3	
		360.00	180.00	360.00	2024	4	
		000.00	100.00	300.00		Company of the Compan	

360.00

2025

City of C	incinnati L	SL Repla	cements 202	20			
PARCEL			OWNER			RES/ORD#	
			RICHARD & KAT				
1934 FAIRI	FAX AVENUE		5 Yrs - Semi-Annual Charge				
	Principal	Full Year	Half Year	Future Amount		Year	
	2100.00	420.0	210.00	1680.00	2021	1	
		420.0	210.00	1260.00	2022	2	
		420.0	210.00	840.00	2023	3	
420.0		210.00	420.00	2024	4		
		420.0	210.00	0.00	2025	5	

		120.00	210.00	0.00	2020	
PROJECT NA	ME .					
City of C	incinnati LS	SL Replace	ements 202	20		
PARCEL			/NER			RES/ORD#
0540002008	100		NAWAY CHRI	STOPHER & AMAN	IDA	
1935 FAIRE	AX AVENUE	5 1	rs - Semi-Ann	ual Charge		
	Principal	Full Year	Half Year	Future Amount		Year
	1470.00	294.00	147.00	1176.00	2021	1
20		294.00	147.00	882.00	2022	2
		294.00	147.00	588.00	2023	3
		294.00	147.00	294.00	2024	4
		294.00	147.00	0.00	2025	5

City of C	Cincinnati LS	SL Replac	ements 202	20			
PARCEL         OWNER           0540002008400         ROCKY TOP			WNER			RES/ORD#	
			ROCKY TOP PROPERTIES LLC				
1943 FAIRFAX AVENUE 5 Yrs - Semi-Annual Charge							
	Principal	Full Year	Half Year	Future Amount		Year	
	2100.00	420.00	210.00	1680.00	2021	1	
		420.00	210.00	1260.00	2022	2	
		420.00	210.00	840.00	2023	3	
		420.00	210.00	420.00	2024	4	
		420.00	210.00	0.00	2025	5	

City of Cin	cinnati I	SI Renlac	ements 202	0				
City of Cincinnati LSL Repla PARCEL 0540002008500			OWNER VESIO-STEINKAMP SUSAN			RES/ORD#		
1947 FAIRFAX	AVENUE	5	5 Yrs - Semi-Annual Charge					
	Principal	Full Year	Half Year	Future Amount		<u>Year</u>		
	2100.00	420.00	210.00	1680.00	2021	1		
		420.00		1260.00	2022	2		
		420.00	210.00	840.00	2023	3		
		420.00	210.00	420.00	2024	4		
		420.00	210.00	0.00	2025	5		
PROJECT NAME								
City of Cin	cinnati L	SL Replac	ements 202	20	13/15			
PARCEL				OWNER				
054000300060	0	W	RIGHT GLORIA	AA				
1911 HEWITT	AVENUE	5	5 Yrs - Semi-Annual Charge					
	Principal	Full Year	Half Year	Future Amount		Year		
	1800.00	360.00	180.00	1440.00	2021	1		
_		360.00	180.00	1080.00	2022	2		
		360.00	180.00	720.00	2023	3		
		360.00	180.00	360.00	2024	4		
		360.00	180.00	0.00	2025	5		
PROJECT NAME								
City of Cin	cinnati L	SL Replac	ements 202	20				
PARCEL			WNER			RES/ORD#		
054000401280	0	L	EWIS JOHN B 8	MARY E				
3236 FAIRFIE	LD AVENUE	5	Yrs - Semi-Ann	ual Charge	G. Lui			
	Principal	Full Year	Half Year	Future Amount		Year		
	1554.00	310.80	155.40	1243.20	2021	1		
		310.80	155.40	932.40	2022	2		
		310.80	155.40	621.60	2023	3		

155.40

310.80

310.80

2024

2025

4

310.80

PROJECT NAM	E						
City of Ci	ncinnati L	SL Replac	ements 202	20		Sur Print	
PARCEL 0540004017400 3318 FAIRFIELD AVENUE			WNER			RES/ORD#	
			LUE CHIP REN	LLC			
			Yrs - Semi-Ann				
	Principal Full Yea		Half Year	Year			
	1800.00	360.00		Future Amount 1440.00	2021	1	
_		360.00		1080.00	2022	2	
		360.00		720.00	2023	3	
		360.00		360.00	2024	4	
		360.00		0.00	2025	5	
PROJECT NAM	E						
		SI Penlac	emente 201	20			
PARCEL	iciiiiati L	ti LSL Replacements 2020					
	00					RES/ORD#	
0540005007000			LVAREZ TORR				
1720 KINNE	Y AVENUE	5	Yrs - Semi-Ann	ual Charge			
	<u>Principal</u>	Full Year	Half Year	Future Amount		Year	
	2500.00	500.00	200.00	2000.00	2021	1	
		500.00		1500.00	2022	2	
		500.00	250.00	1000.00	2023	3	
		500.00		500.00	2024	4	
		500.00	250.00	0.00	2025	5	
PROJECT NAM	E	To a part of the					
		SI Renlac	ements 202	20			
City of Cincinnati LSL Repla			OWNER .			RES/ORD#	
			SMITH LINDA D			1.20/01,0#	
1717 HEWIT		The same of the sa	Yrs - Semi-Ann				
2	Principal	Full Year	Half Year	Future Amount		Year	
	2220.00	444.00		1776.00	2021	1	
		444.00		1332.00	2022	2	
		444.00	222.00	888.00	2023	3	
		444.00		444.00	2024		

2025

0.00

PROJECT NAME  City of Cincinnati LS	SI Renlac	ements 202	20			
PARCEL		WNER 202	RES/ORD#			
0540005007300		RIVENO MARIA				
1725 HEWITT AVENUE	5	Yrs - Semi-Ann	ual Charge			
Principal	Full Year	Half Year	Future Amount		Year	
2220.00	444.00		1776.00	2021	1 1	
	444.00		1332.00	2022	2	
	444.00		888.00	2023	3	
	444.00		444.00	2024	4	
	444.00		0.00	2025	5	
PROJECT NAME						
City of Cincinnati LS	SL Replac	ements 202	20			
PARCEL		WNER	RES/ORD#			
0540005015400	E	ETTER PORTIA E TR			Naget and	
1715 HEWITT AVENUE	5	Yrs - Semi-Ann	ual Charge	Day 15		
<u>Principal</u>	Full Year	Half Year	Future Amount		<u>Year</u>	
1800.00	360.00	180.00	1440.00	2021	1	
•	360.00	180.00	1080.00	2022	2	
	360.00	180.00	720.00	2023	3	
	360.00		360.00	2024	4	
	360.00	180.00	0.00	2025	5	
PROJECT NAME						
City of Cincinnati LS	SL Replac	ements 202	20			
PARCEL	0	WNER	RES/ORD#			
0540006004200	F	LYNN DANIEL	A15 11 11			
1522 RUTH AV	5	Yrs - Semi-Ann	ual Charge	BILLY.		
<u>Principal</u>	Full Year	Half Year	Future Amount		Year	
1875.00	375.0		1500.00	2021	1	
	375.0		1125.00	2022	2	
	375.0		750.00	2023	3	
	375.0		375.00	2024	4	
	375.0	187.50	0.00	2025	5	

PROJECT NAME	CL Danie		0		
City of Cincinnati LS			20		DEG/ODD#
		OWNER			RES/ORD#
0550004001100	F	RAZIER SHIRLE	Y		
3055 HACKBERRY ST	5	Yrs - Semi-Ann	ual Charge	1	A THOUSE
Principal	Full Year	Half Year	Future Amount		Year
1977.60	395.5		1582.08	2021	1
	395.5	197.76	1186.56	2022	2
	395.5	2 197.76	791.04	2023	3
	395.5	197.76	395.52	2024	4
	395.5	197.76	0.00	2025	5
PROJECT NAME		(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)			
City of Cincinnati L	SL Replac	cements 202	20		
PARCEL		WNER			RES/ORD#
0550004002400	K	ELPE JANELLE			
1612 DEXTER AVENUE	5	Yrs - Semi-Ann	ual Charge	distribution.	
<u>Principal</u>	Full Year	Half Year	Future Amount		Year
1800.00	360.0	0 180.00	1440.00	2021	1
	360.0	0 180.00	1080.00	2022	2
	360.0	180.00	720.00	2023	3
	360.0	180.00	360.00	2024	4
	360.0	180.00	0.00	2025	5
PROJECT NAME					
City of Cincinnati LS	SL Replac	cements 202	20	Right.	
PARCEL	0	WNER	RES/ORD#		
0550004003800	V	WARREN MARIE			
1628 DEXTER AVENUE	5	Yrs - Semi-Ann	ual Charge		
<u>Principal</u>	Full Year	Half Year	Future Amount		Year
1800.00	360.0	0 180.00	1440.00	2021	1
	360.0	180.00	1080.00	2022	2
	360.0	180.00	720.00	2023	3
	360.0	0 180.00	360.00	2024	4
	300.0	100.00	500.00	2027	

PROJECT NAME  City of Cincinnati LS	L Replac	ements 202	0			
PARCEL		WNER			RES/ORD#	
0550004008500	N	ILLER STEFAN				
1712 DEXTER AVENUE	5	Yrs - Semi-Ann				
Principal	Full Year	Half Year	Future Amount		Year	
1800.00	360.00		1440.00	2021	1	
	360.00		1080.00	2022	2	
	360.00		720.00	2023	3	
	360.00	100000000000000000000000000000000000000	360.00	2024	4	
	360.00		0.00	2025	5	
PROJECT NAME						
City of Cincinnati LS			20			
PARCEL	0	WNER			RES/ORD#	
0550005002500	J	ONES ANDREW				
2944 FAIRFIELD AVENUE	5	Yrs - Semi-Ann	ual Charge			
<u>Principal</u>	Full Year	Half Year	Future Amount		<u>Year</u>	
2500.00	500.0	250.00	2000.00	2021	1	
	500.0	250.00	1500.00	2022	2	
	500.0	250.00	1000.00	2023	3	
	500.0	250.00	500.00	2024	4	
	500.0	250.00	0.00	2025	5	
PROJECT NAME						
City of Cincinnati LS	SL Replace	cements 202	20		See Fig.	
PARCEL	<u>C</u>	OWNER	RES/ORD#			
0550006003700	E	BEAN WILLIAM				
1717 FERNWOOD STREET		Yrs - Semi-Ann				
<u>Principal</u>	Full Year	<u>Half Year</u>	Future Amount	NEW AND STREET	Year	
1800.00	360.0		1440.00	2021	1	
	360.0		1080.00	2022	2	
	360.0		720.00	2023	3	
	360.0		360.00	2024	4	
	360.0	180.00	0.00	2025	5	

PROJECT NA						
City of C	incinnati LS	SL Replac	cements 202	20		
PARCEL		2	OWNER			RES/ORD#
0550006004	700	E	BATTLE RAYMO	ND		
2936 HACK	BERRY STREE	T 5	Yrs - Semi-Ann	ual Charge		ar a same
	Principal	Full Year	Half Year	Future Amount		Year
	1800.00	360.0	180.00	1440.00	2021	1
		360.0	180.00	1080.00	2022	2
		360.0	180.00	720.00	2023	3
		360.0	180.00	360.00	2024	4
		360.0	180.00	0.00	2025	5
PROJECT NA	<u>ME</u>		10年8月1日 美国			
City of C	incinnati L	SL Replac	cements 202	20		
PARCEL		9	OWNER	AND THE RESERVE OF THE PERSON NAMED IN		RES/ORD#
0550006007100			BEAN WILLIAM			
2916 CLEIN	NVIEW AVENUE		Yrs - Semi-Ann	ual Charge		
	Principal	Full Year	Half Year	Future Amount		Year
	1800.00	360.0	180.00	1440.00	2021	1
		360.0	180.00	1080.00	2022	2
		360.0	180.00	720.00	2023	3
		360.0	180.00	360.00	2024	4
		360.0	180.00	0.00	2025	5
PROJECT NA	<u>ME</u>					
City of C	incinnati L	SL Repla	cements 202	20		
PARCEL		9	OWNER			RES/ORD#
0550006013	3600		HARVEY JEROM	EE		
3007 CLEI	NVIEW AVENUE		Yrs - Semi-Ann	ual Charge		G. A.A.
	Principal Full Ye		<u>Half Year</u>	Future Amount	The state of	<u>Year</u>
	1260.00	252.0	126.00	1008.00	2021	1
		252.0	the same of the sa	756.00	2022	2
		252.0		504.00	2023	3
		252.0		252.00	2024	4
		252.0	126.00	0.00	2025	5

PROJECT NAME  City of Cincinnati L	SI Donlas	omonto 200	00			
PARCEL	•	VNER 202	20	100000	RES/ORD#	
0550006013700		UELLER CARC	L			
1622 DE SALES LN		Yrs - Semi-Ann				
	Full Year				Year	
Principal 1800.00	360.00	Half Year 180.00	Future Amount 1440.00	2021	<u>Year</u>	
1800.00	360.00	180.00	1080.00	2021	2	
	360.00	180.00	720.00	2022	3	
	360.00	180.00	360.00	2023	4	
	360.00	180.00	0.00	2025	5	
PROJECT NAME	A CHICAGO STATE	100.00	5.00			
City of Cincinnati L	SL Replace	ements 202	20			
PARCEL					RES/ORD#	
0570005004800	YA	YARBOROUGH CHERYL J				
3456 HUDSON AVE	5	Yrs - Semi-Ann	ual Charge			
Principal	Full Year	Half Year	Future Amount		Year	
1099.40	219.88	109.94	879.52	2021	1	
	219.88	109.94	659.64	2022	2	
	219.88	109.94	439.76	2023	3	
	219.88	109.94	219.88	2024	4	
	219.88	109.94	0.00	2025	5	
PROJECT NAME						
City of Cincinnati L	SL Replace	ements 202	20		STITISTONY	
PARCEL	ov	VNER			RES/ORD#	
0630002004700	FF	FREDRICK L MARTENS				
2334 UPLAND PLACE	5	Yrs - Semi-Ann	ual Charge			
Principal	Full Year	Half Year	Future Amount		Year	
3500.00	700.00		2800.00	2021	1	
	700.00	000.00	2100.00	2022	2	
	700.00		1400.00	2023	3	
	700.00		700.00	2024	4	
	700.00	350.00	0.00	2025	5	

PROJECT NAME						
City of Cincinnati LS	SL Replac	cements 202	20			
PARCEL	0	WNER			RES/ORD#	
0630003001300	E	BALLARD TOWE	RS LLC			
2407 ASHLAND AVENUE	5	Yrs - Semi-Ann	ual Charge		11188111	
Principal	Full Year	Half Year	Future Amount		Year	
3000.00	600.0		2400.00	2021	1	
	600.0	0 300.00	1800.00	2022	2	
	600.0	0 300.00	1200.00	2023	3	
	600.0	300.00	600.00	2024	4	
	600.0	300.00	0.00	2025	5	
PROJECT NAME						
City of Cincinnati LS	SL Replac	cements 202	20			
PARCEL	0	OWNER			RES/ORD#	
0630004002500	C	hristopher B Sa				
2210 KEMPER LN	5	Yrs - Semi-Ann	ual Charge		231-231	
<u>Principal</u>	Full Year	Half Year	Future Amount		Year	
1199.40	239.8	119.94	959.52	2021	1	
	239.8	119.94	719.64	2022	2	
	239.8	AC	479.76	2023	3	
	239.8	119.94	239.88	2024	4	
	239.8	119.94	0.00	2025	5	
PROJECT NAME		<b>科男人</b> 医亚洲				
City of Cincinnati LS	SL Replace	cements 202	20	THE RES	THE SY	
PARCEL	0	WNER			RES/ORD#	
0860002042700	0	OAMON A & MEL	ISSA B GRAY		1	
438 LIBERTY HILL ST	5	Yrs - Semi-Ann	ual Charge		STATE OF THE STATE OF	
<u>Principal</u>	Full Year	Half Year	Future Amount		Year	
2385.00	477.0		1908.00	2021	1	
	477.0		1431.00	2022	2	
	477.0	238.50	954.00	2023	3	
	477.0		477.00	2024	4	
	477.0	0 238.50	0.00	2025	5	

PROJECT NAME  City of Cincinnati LS	SL Replace	ments 202	0				
PARCEL		NER			RES/ORD#		
0930003006800			INVESTMENTS LL	.c			
103 GAGE ST	5 Y	rs - Semi-Ann	ual Charge		W. Land		
Principal	Full Year	Half Year	Future Amount		Year		
2235.60	447.12	223.56	1788.48	2021	T 1		
	447.12	223.56	1341.36	2022	2		
	447.12	223.56	894.24	2023	3		
	447.12	223.56	447.12	2024	4		
	447.12	223.56	0.00	2025	5		
PROJECT NAME							
City of Cincinnati LS	SL Replace	ments 202	20				
PARCEL	ow	OWNER			RES/ORD#		
0940005007900	GO	GORMAN JOSEPH T					
67 MULBERRY ST	5 Y	rs - Semi-Ann	ual Charge	14 617			
<u>Principal</u>	Full Year	Half Year	Future Amount		<u>Year</u>		
1559.40	311.88	155.94	1247.52	2021	1		
	311.88	155.94	935.64	2022	2		
	311.88	155.94	623.76	2023	3		
	311.88	155.94	311.88	2024	4		
	311.88	155.94	0.00	2025	5		
PROJECT NAME							
City of Cincinnati L	SL Replace	ements 202	20				
PARCEL	ow	NER			RES/ORD#		
1000001003000	LH	MA LLC					
2331 VICTOR ST	5 Y	rs - Semi-Ann	ual Charge				
<u>Principal</u>	Full Year	Half Year	Future Amount		<u>Year</u>		
1199.40	239.88	119.94	959.52	2021	1		
	239.88	119.94	719.64	2022	2		
	239.88	119.94	479.76	2023	3		
	239.88	119.94	239.88	2024	4		
	239.88	119.94	0.00	2025	5		

PROJECT NAME	N D	1 000			
City of Cincinnati LS			20		T-
PARCEL		OWNER			RES/ORD#
1030004003600		VIRAY JECARL	CTR & MIA JTR		
3280 JEFFERSON AVE		5 Yrs - Semi-Ann	ual Charge	CAR .	THEY A
Principal	Full Year	Half Year	Future Amount		Year
2161.80	432.3	216.18	1729.44	2021	1
-	432.3	216.18	1297.08	2022	2
	432.3	216.18	864.72	2023	3
	432.3	216.18	432.36	2024	4
	432.3	216.18	0.00	2025	5
PROJECT NAME		<b>国际工作</b>			
City of Cincinnati LS	SL Repla	cements 202	20		0.34
PARCEL		OWNER			RES/ORD#
1110007000400		KANT KOTAGAL	S & UMA R KOTA	GAL	
4157 PADDOCK RD	:	5 Yrs - Semi-Ann	ual Charge		
Principal	Full Year	Half Year	Future Amount		Year
9499.00	1899.8		7599.20	2021	1
	1899.8	949.90	5699.40	2022	2
	1899.8	949.90	3799.60	2023	3
	1899.8	949.90	1899.80	2024	4
	1899.8	949.90	0.00	2025	5
PROJECT NAME					<b>公共的股票</b>
City of Cincinnati LS	SL Repla	cements 202	20		E BURNING
PARCEL	9	OWNER			RES/ORD#
1150003016400		BRACY RAYMON	ND W JR		
3955 ABINGTON AVENUE		5 Yrs - Semi-Ann	ual Charge		
<u>Principal</u>	Full Year	Half Year	Future Amount		Year
1800.00	360.0	180.00	1440.00	2021	1
	360.0	180.00	1080.00	2022	2
	360.0	180.00	720.00	2023	3
	360.0	180.00	360.00	2024	4
	360.0	180.00	0.00	2025	5

City of Cinci	nnati LS	SL Replace	ements 202	20			
PARCEL		OV	VNER			RES/ORD#	
1210001003500		Н	ONERLAW COL	NNIE S			
2720 SILVERLEA	AF AVENU	E 5	Yrs - Semi-Ann	ual Charge			
P	Principal Full Year			Future Amount		Year	
1	500.00	300.00	150.00	1200.00	2021	1	
		300.00	150.00	900.00	2022	2	
		300.00	150.00	600.00	2023	3	
		300.00	150.00	300.00	2024	4	
		300.00	150.00	0.00	2025	5	
PROJECT NAME							
City of Cinci	nnati LS	SL Replace	ements 202	20			
PARCEL	OWNER				RES/ORD#		
1210001013200			JACOB WESTOVER MAYER & ALYSSA MAYER				
6131 TULANE RE	)		Yrs - Semi-Ann	ual Charge		De Paris	
P	rincipal	Full Year	Half Year	Future Amount		Year	
	919.40	383.88	191.94	1535.52	2021	1	
		383.88	191.94	1151.64	2022	2	
		383.88	191.94	767.76	2023	3	
		383.88	191.94	383.88	2024	4	
		383.88	191.94	0.00	2025	5	
PROJECT NAME							
City of Cinci	nnati LS	SL Replace	ements 202	20			
PARCEL		ov	WNER			RES/ORD#	
1210001027000		BA	ARLION RICHA	RD A & INES ESTA	BRIDIS		
5703 LESTER RE	)	5	Yrs - Semi-Ann	ual Charge			
E	rincipal	Full Year	Half Year	Future Amount	3470000	Year	
	1800.00	360.00	180.00	1440.00	2021	1	
-		360.00	180.00	1080.00	2022	2	
		360.00	180.00	720.00	2023	3	
		360.00	180.00	360.00	2024	4	
		360.00	180.00	0.00	2025	5	

City of Cincinnati LS	SL Replace	ements 202	0			
PARCEL	ow	VNER			RES/ORD#	
1320002002900	LA	RRY & VALER	IE MORRIS		Marie Control	
846 DAYTON ST	5 \	rs - Semi-Ann	ual Charge	The se	11 11 11	
Principal	Full Year	Half Year	Future Amount		Year	
4000.00	800.00	400.00	3200.00	2021	1	
	800.00	400.00	2400.00	2022	2	
	800.00	400.00	1600.00	2023	3	
	800.00	400.00	800.00	2024	4	
	800.00	400.00	0.00	2025	5	
PROJECT NAME						
City of Cincinnati LS	SL Replace	ements 202	0			
PARCEL	OW	OWNER			RES/ORD#	
1320003028400	W	WALKER MONICA L				
451 WHITEMAN ST	5 )	rs - Semi-Ann	ual Charge			
<u>Principal</u>	Full Year	Half Year	Future Amount		Year	
1383.90	276.78	138.39	1107.12	2021	1	
	276.78	138.39	830.34	2022	2	
	276.78	138.39	553.56	2023	3	
	276.78	138.39	276.78	2024	4	
	276.78	138.39	0.00	2025	5	
PROJECT NAME						
City of Cincinnati LS	SL Replace	ements 202	.0			
PARCEL	ov	VNER			RES/ORD#	
1670007001200	BF	REDESTEGE G	EORGE W JR & AN	IGELA J		
7132 FERNBANK AVE	5 1	Yrs - Semi-Ann	ual Charge			
<u>Principal</u>	Full Year	Half Year	Future Amount		Year	
1978.20	395.64	197.82	1582.56	2021	1	
	395.64	197.82	1186.92	2022	2	
	395.64	197.82	791.28	2023	3	
	000.04					
	395.64 395.64	197.82 197.82	395.64 0.00	2024 2025	4	

PROJECT NAME  City of Cincinnati LS	SL Replace	ements 202	0		
PARCEL		VNER			RES/ORD#
1750017009700	CH	HARLES WEAT	HERS		
963 PURCELL AV	5 '	Yrs - Semi-Ann	ual Charge		THE WAR
Principal	Full Year	Half Year	Future Amount		Year
1379.40	275.88	137.94	1103.52	2021	1
	275.88		827.64	2022	2
	275.88		551.76	2023	3
	275.88	137.94	275.88	2024	4
	275.88	137.94	0.00	2025	5
PROJECT NAME					
City of Cincinnati L	SL Replace	ements 202	20		
PARCEL	<u>ov</u>	OWNER			RES/ORD#
1780026000700	HA	AUSMITH LLC			
558 ELBERON AVE	5	Yrs - Semi-Ann	ual Charge		The article
Principal	Full Year	Half Year	Future Amount		Year
2005.20	401.04	200.52	1604.16	2021	1
•	401.04		1203.12	2022	2
	401.04	200.52	802.08	2023	3
	401.04		401.04	2024	4
	401.04	200.52	0.00	2025	5
PROJECT NAME					
City of Cincinnati L	SL Replace	ements 202	20		
PARCEL	ov	WNER			RES/ORD#
1830002011900	HE	EIN JEREMY R			
4943 WESTERN HILLS AV	ENUE 5	Yrs - Semi-Ann	ual Charge	FIRE	Antalan
<u>Principal</u>	Full Year	Half Year	Future Amount		<u>Year</u>
2750.00	550.00		2200.00	2021	1
	550.00		1650.00	2022	2
	550.00		1100.00	2023	3
	550.00		550.00	2024	4
	550.00	275.00	0.00	2025	5

City of Cincinnati L	SL Replace	ements 202	20		MET Y	
PARCEL	ov	VNER			RES/ORD#	
1890022004000			RLES CULLEN &			
		ATHER CALC				
2940 COLERAIN AVE	5	Yrs - Semi-Ann	ual Charge			
<u>Principal</u>	Full Year	Half Year	Future Amount		Year	
1620.00	324.00	162.00	1296.00	2021	1	
	324.00	162.00	972.00	2022	2	
	324.00	162.00	648.00	2023	3	
	324.00	162.00	324.00	2024	4	
	324.00	162.00	0.00	2025	5	
PROJECT NAME			和 医外侧 经产品的			
City of Cincinnati L	SL Replace	ements 202	20			
PARCEL	OV	<u>OWNER</u>				
1890023019200	IN		TON COMMUNITY	BOARD		
3073 HENSHAW AVE		Yrs - Semi-Ann	ual Charge	BUILD IN		
Principal	Full Year	Half Year Future Amount	Future Amount		Year	
1979.40	395.88	197.94	1583.52	2021	1	
-	395.88	197.94	1187.64	2022	2	
	395.88	197.94	791.76	2023	3	
	395.88	197.94	395.88	2024	4	
	395.88	197.94	0.00	2025	5	
PROJECT NAME	<b>国际公司</b>					
City of Cincinnati L	SL Replace	ements 202	20			
PARCEL	ov	VNER			RES/ORD#	
1950028019400	LA	LASNESKI JON A & SARAH E RIESENBERG				
1727 HANFIELD ST	5	Yrs - Semi-Ann	ual Charge		0.55	
Principal	Full Year	Half Year	Future Amount		Year	
2039.40	407.88	203.94	1631.52	2021	1	
-	407.88	203.94	1223.64	2022	2	
	407.88	203.94	815.76	2023	3	
	407.88	203.94	407.88	2024	4	
	407.88	203.94	0.00	2025	5	

PROJECT NAME					
City of Cincinnati LS	SL Replac	cements 202	20		
PARCEL	<u>c</u>	OWNER		Sec. 3	RES/ORD#
1950029010500	E	BECKER GERAL	D J & ANNE B		
1845 HANFIELD ST	5	Yrs - Semi-Ann	ual Charge		Tanakit.
Principal	Full Year	r Half Year Future Amount		Year	
1919.40	383.8		1535.52	2021	1
	383.8		1151.64	2022	2
	383.8		767.76	2023	3
	383.8	8 191.94	383.88	2024	4
	383.8	191.94	0.00	2025	5
PROJECT NAME			<b>以外的一种</b>		
City of Cincinnati LS	SL Replac	cements 202	20		
PARCEL	<u>C</u>	OWNER			
1960023001600		HIMAN SUZANI	MIN N		
4217 BROOKSIDE AVENU	E 5	Yrs - Semi-Ann	ual Charge		
<u>Principal</u>	Full Year	Half Year	Future Amount		Year
1500.00	300.0	150.00	1200.00	2021	1
	300.0	150.00	900.00	2022	2
	300.0		600.00	2023	3
	300.0	150.00	300.00	2024	4
	300.0	150.00	0.00	2025	5
PROJECT NAME					
City of Cincinnati LS	SL Replac	cements 202	20		
PARCEL	<u>c</u>	OWNER			RES/ORD#
1960025005200	N	ORTHSIDE HAI	RDWARE LLC		
4171 HAMILTON AVENUE	5	Yrs - Semi-Ann	ual Charge		
<u>Principal</u>	Full Year	Half Year	Future Amount		Year
1807.80	361.5	6 180.78	1446.24	2021	1
	361.5	6 180.78	1084.68	2022	2
	361.5	6 180.78	723.12	2023	3
	361.5		361.56	2024	4
	361.5	6 180.78	0.00	2025	5

PROJECT NAM	I <u>E</u>						
City of Ci	ncinnati L	SL Replace	ements 202	20			
PARCEL		OW	/NER	<b>在</b> 有限的。		RES/ORD#	
1970037003300			YES STEVEN	J & VICTORIA B			
1551 DONAL	DSON PLACE	5 1	rs - Semi-Ann	ual Charge	12.1		
	Principal	Full Year	Half Year	Future Amount		Year	
	1500.00	300.00	150.00	1200.00	2021	1	
_		300.00	150.00	900.00	2022	2	
		300.00	150.00	600.00	2023	3	
		300.00	150.00	300.00	2024	4	
		300.00	150.00	0.00	2025	5	
PROJECT NAM	E						
		SL Replace	ements 202	20			
PARCEL OWNER					RES/ORD#		
			BARTLETT ETHAN J & JESSICA L SHIELDS				
4568 INNES	AVE	51	5 Yrs - Semi-Annual Charge				
	Principal	Full Year	Half Year	Future Amount	in atta	Year	
	2061.60	412.32	206.16	1649.28	2021	1	
_		412.32	206.16	1236.96	2022	2	
		412.32	206.16	824.64	2023	3	
		412.32	206.16	412.32	2024	4	
		412.32	206.16	0.00	2025	5	
PROJECT NAM	<u>IE</u>			10 Line 20 Lin			
City of Ci	ncinnati L	SL Replace	ements 202	20		deiligi	
PARCEL			<u>VNER</u>	parent second		RES/ORD#	
21000730003	300	cc	DREY ROBINS	ON			
3009 JUNIET	TA AVE	5 1	rs - Semi-Ann	ual Charge		12 to	
	Principal	Full Year	Half Year	Future Amount		Year	
	1918.80	383.76	191.88	1535.04	2021	1	
-		383.76	191.88	1151.28	2022	2	
		383.76	191.88	767.52	2023	3	
		383.76	191.88	383.76	2024	4	

0.00

2025

5

City of Cincinnati L	SL Replace	ments 202	20	1 5 2	
PARCEL		NER .			RES/ORD#
2100077003300	SEI	PPEL TERI A	& DEBRA A JOHNS	SON	
3572 EPWORTH AVE	5 Y	rs - Semi-Ann	ual Charge		English Line
Principal Full Year		Half Year	Future Amount		Year
1919.40	383.88	191.94	1535.52	2021	1
	383.88	191.94	1151.64	2022	2
	383.88	191.94	767.76	2023	3
	383.88	191.94	383.88	2024	4
	383.88	191.94	0.00	2025	5
PROJECT NAME			<b>经控制</b> 等		
City of Cincinnati L	SL Replace	ments 202	20		
PARCEL	ow	OWNER			RES/ORD#
2130001009000	RDINAL RENT	TAL PROPERTIES I	LTD		
2576 ORLAND AVE	5 Y	rs - Semi-Ann	ual Charge		2 3 0
Principal	Full Year	Half Year	Future Amount		Year
1858.80	371.60	185.80	1486.40	2021	1
	371.60	185.80	1114.80	2022	2
	371.60	185.80	743.20	2023	3
	371.60	185.80	371.60	2024	4
	371.60	185.80	0.00	2025	5
PROJECT NAME					
City of Cincinnati L	SL Replace	ments 202	20		
PARCEL	ow	NER			RES/ORD#
2210013004100	VID	OUREK MAR	YB		
4010 GULOW ST	5 Y	rs - Semi-Ann	ual Charge		TORK HOLD
<u>Principal</u>	Full Year	Half Year	Future Amount		Year
1200.00	240.00	120.00	960.00	2021	1
	240.00	120.00	720.00	2022	2
	240.00	120.00	480.00	2023	3
	240.00	120.00	240.00	2024	4
	240.00	120.00	0.00	2025	5

PROJECT NA	ME					
City of C	incinnati L	SL Replac	ements 202	20		Con Tax
PARCEL		0'	WNER		Mary S.	RES/ORD#
0010003006	6700	E	LBISSER CAMI	LL PAUL		Ins Table
1939 MEAR	S AVE	10	) Yrs - Semi-An	nual Charge		
	Principal	Full Year	Half Year	Future Amount		Year
	1250.90	125.10		1125.80	2021	1
	1200.00	125.10		1000.70	2022	2
		125.10		875.60	2023	3
		125.10		750.50	2024	4
		125.10		625.40	2025	5
		125.10		500.30	2026	6
		125.10		375.20	2027	7
		125.10	62.55	250.10	2028	8
		125.10	62.55	125.00	2029	9
		125.00	62.50	0.00	2030	10
City of C	Cincinnati L	SL Replac	ements 202	00		
PARCEL		0	WNER			RES/ORD#
PARCEL 0160001008	8600	<u>O</u>	WNER HOMPSON ERI	СК		RES/ORD#
PARCEL 0160001008	8600 ERN AVE	O T	WNER HOMPSON ERIO O Yrs - Semi-An	CK nual Charge		
PARCEL 0160001008	8600 ERN AVE	0 T 10 Full Year	WNER HOMPSON ERIO O Yrs - Semi-An Half Year	CK nual Charge Future Amount	2021	Year
PARCEL 0160001008	8600 ERN AVE	O T 11 Full Year 440.00	HOMPSON ERIC O Yrs - Semi-An Half Year 220.00	CK nual Charge Future Amount 3960.00	2021	Year 1
PARCEL 0160001008	8600 ERN AVE	O T 11 Full Year 440.00 440.00	WNER HOMPSON ERIC O Yrs - Semi-An Half Year 220.00 220.00	CK nual Charge Future Amount 3960.00 3520.00	2022	<u>Year</u> 1 2
PARCEL 0160001008	8600 ERN AVE	Full Year 440.00 440.00	WNER HOMPSON ERIC O Yrs - Semi-An Half Year 220.00 220.00 220.00	CK nual Charge  Future Amount	2022	<u>Year</u> 1 2 3
PARCEL 0160001008	8600 ERN AVE	O T 11 Full Year 440.00 440.00	WNER HOMPSON ERIC O Yrs - Semi-An Half Year 0 220.00 0 220.00 0 220.00 0 220.00	CK nual Charge  Future Amount 3960.00 3520.00 3080.00 2640.00	2022	<u>Year</u> 1 2
PARCEL 0160001008	8600 ERN AVE	Full Year 440.00 440.00 440.00	WNER HOMPSON ERIC O Yrs - Semi-An Half Year 0 220.00 0 220.00 0 220.00 0 220.00 0 220.00	CK nual Charge  Future Amount 3960.00 3520.00 3080.00 2640.00 2200.00	2022 2023 2024	<u>Year</u> 1 2 3 4
PARCEL 0160001008	8600 ERN AVE	Full Year 440.00 440.00 440.00 440.00	WNER HOMPSON ERIC O Yrs - Semi-An Half Year 0 220.00 0 220.00 0 220.00 0 220.00 0 220.00 0 220.00	CK nual Charge  Future Amount 3960.00 3520.00 3080.00 2640.00	2022 2023 2024 2025	Year 1 2 3 4 5
	8600 ERN AVE	Full Year  440.00  440.00  440.00  440.00  440.00  440.00	WNER HOMPSON ERIO O Yrs - Semi-An	CK nual Charge  Future Amount 3960.00 3520.00 3080.00 2640.00 2200.00 1760.00	2022 2023 2024 2025 2026	<u>Year</u> 1 2 3 4 5 6
PARCEL 0160001008	8600 ERN AVE	Full Year 440.00 440.00 440.00 440.00 440.00 440.00 440.00	WNER HOMPSON ERIO O Yrs - Semi-An	CK nual Charge  Future Amount 3960.00 3520.00 3080.00 2640.00 2200.00 1760.00 1320.00	2022 2023 2024 2025 2026 2027	Year 1 2 3 4 5 6 7

PROJECT NAM	<u>1E</u>					
City of Ci	ncinnati L	SL Replac	ements 202	20		
PARCEL		ov	WNER			RES/ORD#
01900020132	200	FF	RASURE BRUC	E A & JAMEY S		
3343 LOOK	OUT DR	10	Yrs - Semi-An	nual Charge		2 2 2 2 2 2 2 2
1	Principal	Full Year	Half Year	Future Amount		Year
	2499.00	249.90	124.95	2249.10	2021	1
-		249.90	124.95	1999.20	2022	2
		249.90	124.95	1749.30	2023	3
		249.90	124.95	1499.40	2024	4
		249.90	124.95	1249.50	2025	5
		249.90	124.95	999.60	2026	6
		249.90	124.95	749.70	2027	7
		249.90	124.95	499.80	2028	8
		249.90	124.95	249.90	2029	9
		249.90	124.95	0.00	2030	10
City of Ci	ncinnati L		ements 202	20		
PARCEL		OV	VINER			RES/ORD#
PARCEL 02400030159	900		COLE STIENM	AN		RES/ORD#
		NI				RES/ORD#
02400030159		NI	COLE STIENM			Year
02400030159	RN AVE	NI 10 Full Year 168.60	OYrs - Semi-An Half Year 84.30	nual Charge  Future Amount 1517.40	2021	
02400030159	RN AVE Principal	NI 10 Full Year 168.60 168.60	OYrs - Semi-An Half Year 84.30 84.30	nual Charge  Future Amount	2022	Year
02400030159	RN AVE Principal	NI 10 Full Year 168.60	OLE STIENMO Yrs - Semi-An Half Year 84.30 84.30 84.30	nual Charge  Future Amount 1517.40	2022	Year 1
02400030159	RN AVE Principal	Full Year 168.60 168.60 168.60	OLE STIENMO O Yrs - Semi-An Half Year 84.30 84.30 84.30 84.30 84.30	nual Charge  Future Amount 1517.40 1348.80	2022 2023 2024	<u>Year</u> 1 2
02400030159	RN AVE Principal	Full Year 168.60 168.60 168.60 168.60	COLE STIENM  Yrs - Semi-An  Half Year  84.30  84.30  84.30  84.30  84.30  84.30	Future Amount 1517.40 1348.80 1180.20 1011.60 843.00	2022 2023 2024 2025	<u>Year</u> 1 2 3
02400030159	RN AVE Principal	Full Year 168.60 168.60 168.60 168.60 168.60	COLE STIENM  Yrs - Semi-An  Half Year  84.30  84.30  84.30  84.30  84.30  84.30  84.30  84.30	<u>Future Amount</u> 1517.40 1348.80 1180.20 1011.60	2022 2023 2024	<u>Year</u> 1 2 3 4
02400030159	RN AVE Principal	Full Year  168.60  168.60  168.60  168.60  168.60  168.60  168.60	COLE STIENM  Yrs - Semi-An  Half Year  84.30  84.30  84.30  84.30  84.30  84.30  84.30  84.30  84.30	Tuture Amount 1517.40 1348.80 1180.20 1011.60 843.00 674.40 505.80	2022 2023 2024 2025 2026 2027	Year 1 2 3 4 5 6 7
02400030159	RN AVE Principal	Full Year 168.60 168.60 168.60 168.60 168.60 168.60 168.60	COLE STIENM  Yrs - Semi-An  Half Year  84.30  84.30  84.30  84.30  84.30  84.30  84.30  84.30  84.30  84.30	Tuture Amount 1517.40 1348.80 1180.20 1011.60 843.00 674.40 505.80 337.20	2022 2023 2024 2025 2026 2027 2028	Year 1 2 3 4 5 6 6 7 8
02400030159	RN AVE Principal	Full Year  168.60  168.60  168.60  168.60  168.60  168.60  168.60	COLE STIENM  Yrs - Semi-An  Half Year  84.30  84.30  84.30  84.30  84.30  84.30  84.30  84.30  84.30  84.30  84.30  84.30	Tuture Amount 1517.40 1348.80 1180.20 1011.60 843.00 674.40 505.80	2022 2023 2024 2025 2026 2027	Year 1 2 3 4 5 6 7

City Of C	incinnati L	SL Replace	ements 202	20		
PARCEL			VNER			RES/ORD#
0270001008	000	TH	IOMAS M & LIS	SA M GLENNON		
345 TUSCUI	LUM AVE	10	Yrs - Semi-An	nual Charge	12.34	200
	Principal	Full Year	Half Year	Future Amount		Year
	1858.80	185.88	92.94	1672.92	2021	1
		185.88	92.94	1487.04	2022	2
		185.88	92.94	1301.16	2023	3
		185.88	92.94	1115.28	2024	4
		185.88	92.94	929.40	2025	5
		185.88	92.94	743.52	2026	6
		185.88	92.94	557.64	2027	7
		185.88	92.94	371.76	2028	8
		185.88	92.94	185.88	2029	9
		185.88	92.94	0.00	2030	10
City of C	incinnati L		ements 202	20		RES/ORD#
0270003002	500	SH	IAFFER GLOR	IA		Test pos
348 TUSCUL	_UM AVE	10	Yrs - Semi-An	nual Charge		17 480
	Principal	Full Year	Half Year	Future Amount		Year
	2039.40	203.94	101.97	1835.46	2021	1
		203.94	101.97	1631.52	2022	2
,		203.94	101.97	1427.58	2023	3
		00001	101.97	1223.64	2024	4
		203.94	101.07			A STATE OF THE PARTY NAMED IN
		203.94	101.97	1019.70	2025	
		203.94 203.94	101.97 101.97	1019.70 815.76	2025 2026	5
		203.94 203.94 203.94	101.97 101.97 101.97	815.76 611.82	2026 2027	5 6 7
•		203.94 203.94 203.94 203.94	101.97 101.97 101.97 101.97	815.76	2026 2027 2028	5
•		203.94 203.94 203.94	101.97 101.97 101.97	815.76 611.82	2026 2027	5 6 7

	noinneti I (	El Denles	omente 202	0		
	nemnau L		ements 202	U		RES/ORD#
PARCEL			WNER			RES/ORD#
02700030158	000	II.	NDYBEAR LLC			The state of the state of
3815 EASTE	RN AV	1	0 Yrs - Semi-An	nual Charge		
To the second	Principal	Full Year	Half Year	Future Amount		Year
	1979.40	197.94		1781.46	2021	1
_		197.94	98.97	1583.52	2022	2
		197.94	98.97	1385.58	2023	3
		197.94	98.97	1187.64	2024	4
		197.94	98.97	989.70	2025	5
		197.94	98.97	791.76	2026	6
		197.94	98.97	593.82	2027	7
		197.94	98.97	395.88	2028	8
		197.94	98.97	197.94	2029	9
		197.94	98.97	0.00	2030	10
PROJECT NAM	E					
City of Ci	ncinnati L	SL Replac	ements 202	20		
PARCEL		0	WNER			RES/ORD#
03100030057	00	С	HERYL B WINA	NS		
3046 ONON	TA AVENUE	1	0 Yrs - Semi-An	nual Charge		
3046 ONON	Principal	Full Year	0 Yrs - Semi-An Half Year			Year
3046 ONON			Half Year	Future Amount 2250.00	2021	Year 1
3046 ONON	Principal	Full Year	Half Year 125.00	Future Amount	2021	
3046 ONON	Principal	Full Year 250.00	Half Year 125.00 125.00	Future Amount 2250.00		1
3046 ONON	Principal	Full Year 250.00 250.00	Half Year 0 125.00 0 125.00 0 125.00	Future Amount 2250.00 2000.00	2022	1 2
3046 ONON	Principal	Full Year 250.00 250.00 250.00	Half Year 125.00 125.00 125.00 125.00 125.00	Future Amount 2250.00 2000.00 1750.00	2022 2023	1 2 3
3046 ONON	Principal	Full Year 250.00 250.00 250.00 250.00	Half Year 125.00 125.00 125.00 125.00 125.00 125.00 125.00	Future Amount 2250.00 2000.00 1750.00 1500.00	2022 2023 2024	1 2 3 4
3046 ONON	Principal	Full Year 250.00 250.00 250.00 250.00 250.00	Half Year 125.00 125.00 125.00 125.00 125.00 125.00 125.00	Future Amount 2250.00 2000.00 1750.00 1500.00 1250.00	2022 2023 2024 2025	1 2 3 4 5
3046 ONON	Principal	Full Year 250.00 250.00 250.00 250.00 250.00	Half Year 125.00 125.00 125.00 125.00 125.00 125.00 125.00 125.00 125.00	Future Amount 2250.00 2000.00 1750.00 1500.00 1250.00 1000.00	2022 2023 2024 2025 2026	1 2 3 4 5 6
3046 ONON	Principal	Full Year 250.00 250.00 250.00 250.00 250.00 250.00	Half Year 125.00 125.00 125.00 125.00 125.00 125.00 125.00 125.00 125.00 125.00	Future Amount 2250.00 2000.00 1750.00 1500.00 1250.00 1000.00 750.00	2022 2023 2024 2025 2026 2027	1 2 3 4 5 6 7

125.00

250.00

2030

0.00

	Cincinnati L	SI Renlac	ements 202	00		
PARCEL	omoninati E		WNER 202			RES/ORD#
034000300	0900	R	EYES FERMIN	& KARLA LEMUS		
						1
5340 WEL	TNER ST		Yrs - Semi-An			State of the state
	Principal	Full Year	Half Year	Future Amount		Year
	949.00	94.90		854.10	2021	1
		94.90		759.20	2022	2
		94.90	11110	664.30	2023	3
		94.90		569.40	2024	4
		94.90		474.50	2025	5
		94.90		379.60	2026	6
		94.90		284.70	2027	7
		94.90		189.80	2028	8
		94.90		94.90	2029	9
		94.90	47.45	0.00	2030	10
City of (	Cincinnati L		ements 202	20		RES/ORD#
	0500			ST PROPERTIES I	LC	
036000101	8500					
036000101 5554 DUNI			Yrs - Semi-An	nual Charge		Profession
			Yrs - Semi-An	nual Charge  Future Amount		<u>Year</u>
	NING PL	10	Half Year		2021	Year 1
	NING PL  Principal	10 Full Year	Half Year 86.97	Future Amount	2021 2022	
	NING PL  Principal	10 Full Year 173.94	Half Year 86.97 86.97	Future Amount 1565.46		1
	NING PL  Principal	10 Full Year 173.94	Half Year 86.97 86.97 86.97	Future Amount 1565.46 1391.52	2022	1 2
	NING PL  Principal	Full Year 173.94 173.94 173.94	Half Year 86.97 86.97 86.97 86.97	Future Amount 1565.46 1391.52 1217.58	2022	1 2 3
	NING PL  Principal	10 Full Year 173.94 173.94 173.94	Half Year 86.97 86.97 86.97 86.97 86.97	Future Amount 1565.46 1391.52 1217.58 1043.64	2022 2023 2024	1 2 3 4
	NING PL  Principal	10 Full Year 173.94 173.94 173.94 173.94	Half Year 86.97 86.97 86.97 86.97 86.97 86.97	Future Amount 1565.46 1391.52 1217.58 1043.64 869.70	2022 2023 2024 2025	1 2 3 4 5
	NING PL  Principal	10 Full Year 173.94 173.94 173.94 173.94 173.94	Half Year 86.97 86.97 86.97 86.97 86.97 86.97 86.97	Future Amount 1565.46 1391.52 1217.58 1043.64 869.70 695.76	2022 2023 2024 2025 2026	1 2 3 4 5 6
	NING PL  Principal	Full Year 173.94 173.94 173.94 173.94 173.94 173.94	Half Year 86.97 86.97 86.97 86.97 86.97 86.97 86.97 86.97	Future Amount 1565.46 1391.52 1217.58 1043.64 869.70 695.76 521.82	2022 2023 2024 2025 2026 2027	1 2 3 4 5 6 7

PROJECT NAME					
City of Cincinnati LS	SL Replace	ments 202	20		
PARCEL	ow	NER			RES/ORD#
0380A03011400	DE	NO & ROSE P	ROPERTIES LTD		
3500 ERIE AVENUE	10	Yrs - Semi-An	nual Charge		
Principal	Full Year	Half Year	Future Amount		Year
1500.00	150.00	75.00	1350.00	2021	1
Marie Control of the	150.00	75.00	1200.00	2022	2
	150.00	75.00	1050.00	2023	3
	150.00	75.00	900.00	2024	4
	150.00	75.00	750.00	2025	5
	150.00	75.00	600.00	2026	6
	150.00	75.00	450.00	2027	7
	150.00	75.00	300.00	2028	8
	150.00	75.00	150.00	2029	9
	150.00	75.00	0.00	2030	10
PROJECT NAME					
City of Cincinnati L	SL Replace	ments 202	20		
PARCEL	ow	NER			RES/ORD#
0380A03016000	BIF	RK EILEEN			
3628 ERIE AVENUE	10	Yrs - Semi-An	nual Charge		
Principal	Full Year	Half Year	Future Amount		Year
1500.00	150.00	75.00	1350.00	2021	1
	150.00	75.00	1200.00	2022	2
	150.00	75.00	1050.00	2023	3
	150.00	75.00	900.00	2024	4
	150.00	75.00	750.00	2025	5

75.00

75.00

75.00

75.00

600.00

450.00

300.00

150.00

0.00

2026

2027

2028

2029

2030

6

7

8

9

10

150.00

150.00

150.00

150.00

PROJECT NAM	<u>ME</u>			Was a few		
City of Ci	incinnati L	SL Replace	ements 202	20		
PARCEL		ow	NER			RES/ORD#
0380A03016	100	GIA	ANNETTI PETI	ER		
3624 ERIE A	AVENUE	10	Yrs - Semi-An	nual Charge	1431	
	Principal	Full Year	Half Year	Future Amount		Year
1	1500.00	150.00	75.00	1350.00	2021	1
		150.00	75.00	1200.00	2022	2
		150.00	75.00	1050.00	2023	3
		150.00	75.00	900.00	2024	4
		150.00	75.00	750.00	2025	5
		150.00	75.00	600.00	2026	6
		150.00	75.00	450.00	2027	7
		150.00	75.00	300.00	2028	8
		150.00	75.00	150.00	2029	9
		150.00	75.00	0.00	2030	10
City of C	incinnati L		ements 202	20		RES/ORD#
0380A03030	400	KO	NZ M KEVIN 8	& DOLLY S		
3751 AYLES	BORO AV	10	Yrs - Semi-An	nual Charge		SAL LINE
	Principal	Full Year	Half Year	Future Amount		Year
	2322.00	232.20	116.10	2089.80	2021	1
•		232.20	116.10	1857.60	2022	2
		232.20	116.10	1625.40	2023	3
		232.20	116.10	1393.20	2024	4
		232.20	116.10	1161.00	2025	5
					0000	
		232.20	116.10	928.80	2026	6
		232.20 232.20	116.10	928.80 696.60	2027	7
		232.20 232.20 232.20	116.10 116.10	696.60 464.40	2027 2028	7 8
		232.20 232.20	116.10	696.60	2027	7

PROJECT NA	.ME					
City of C	incinnati LS	SL Replac	ements 202	20		
PARCEL		01	WNER			RES/ORD#
0390001008	3800	В	ETSCH JOHN E	& MEGAN		
3443 WELL	STON PL	10	7 Yrs - Semi-An	nual Charge		
	Principal	Full Year	Half Year	Future Amount		Year
	1959.00	195.90		1763.10	2021	1
		195.90		1567.20	2022	2
		195.90		1371.30	2023	3
		195.90		1175.40	2024	4
		195.90		979.50	2025	5
		195.90	97.95	783.60	2026	6
		195.90	97.95	587.70	2027	7
		195.90	97.95	391.80	2028	8
		195.90	97.95	195.90	2029	9
		195.90	97.95	0.00	2030	10
	incinnati L			20		
PARCEL		01	WNER			RES/ORD#
0390001014	4700	E	LLEN D & BRAI	DLEY E PRESLAR		
3428 ST JO	HNS PL	10	0 Yrs - Semi-An	nual Charge		
			11-16 1/	Future Amount		Year
	<u>Principal</u>	Full Year	Half Year	Future Amount		
	<u>Principal</u> 3859.00	<u>Full Year</u> 385.90		3473.10	2021	1
			192.95		2021	
		385.90	192.95 192.95 192.95	3473.10		1
		385.90 385.90	192.95 192.95 192.95	3473.10 3087.20	2022	1 2
		385.90 385.90 385.90	192.95 192.95 192.95 192.95	3473.10 3087.20 2701.30	2022 2023	1 2 3
		385.90 385.90 385.90 385.90	192.95 192.95 192.95 192.95 192.95 192.95	3473.10 3087.20 2701.30 2315.40	2022 2023 2024	1 2 3 4
		385.90 385.90 385.90 385.90 385.90	192.95 192.95 192.95 192.95 192.95 192.95	3473.10 3087.20 2701.30 2315.40 1929.50	2022 2023 2024 2025	1 2 3 4 5
		385.90 385.90 385.90 385.90 385.90	192.95 192.95 192.95 192.95 192.95 192.95 192.95	3473.10 3087.20 2701.30 2315.40 1929.50 1543.60	2022 2023 2024 2025 2026	1 2 3 4 5 6
		385.90 385.90 385.90 385.90 385.90 385.90	192.95 192.95 192.95 192.95 192.95 192.95 192.95 192.95 192.95	3473.10 3087.20 2701.30 2315.40 1929.50 1543.60 1157.70	2022 2023 2024 2025 2026 2027	1 2 3 4 5 6 7

PROJECT NAM	<u>NE</u>					
City of Ci	incinnati L	SL Replac	cements 202	20		
PARCEL			WNER			RES/ORD#
03900030036	600	F	NDERLE LEIGH	I.F.		
3131 MARKE	SREII AV		0 Yrs - Semi-An	nual Charge		
	Principal	Full Year	Half Year	Future Amount		Year
L	1800.00	180.0		1620.00	2021	1
		180.0		1440.00	2022	2
		180.0		1260.00	2023	3
		180.0		1080.00	2024	4
		180.0		900.00	2025	5
		180.0		720.00	2026	6
		180.0		540.00	2027	7
		180.0		360.00	2028	8
		180.0	90.00	180.00	2029	9
		180.0	90.00	0.00	2030	10
City of Ci	incinnati L	SL Replac	cements 202	20		
PARCEL		0	WNER			RES/ORD#
		0				RES/ORD#
PARCEL 03900070043	300	O F	WNER	I M		RES/ORD#
PARCEL 03900070043	300	Full Year	ORGUS KAREN  O Yrs - Semi-An  Half Year	I M		RES/ORD#
PARCEL 03900070043	300 EITH AVE	Full Year 197.70	ORGUS KAREN  O Yrs - Semi-An  Half Year  98.88	I M nual Charge	2021	
PARCEL 03900070043	300 EITH AVE Principal	Full Year 197.70 197.70	ORGUS KAREN  O Yrs - Semi-An  Half Year  6 98.88 6 98.88	nual Charge  Future Amount	2021 2022	Year
PARCEL 03900070043	300 EITH AVE Principal	Full Year 197.70	ORGUS KAREN  O Yrs - Semi-An  Half Year  6 98.88 6 98.88	nual Charge Future Amount 1779.84		Year 1
PARCEL 03900070043	300 EITH AVE Principal	Full Year 197.70 197.70	ORGUS KAREN  O Yrs - Semi-An  Half Year  98.88  98.88  98.88	nual Charge Future Amount 1779.84 1582.08	2022	<u>Year</u> 1 2
PARCEL 03900070043	300 EITH AVE Principal	Full Year 197.70 197.70 197.70	ORGUS KAREN  O Yrs - Semi-An  Half Year  98.88  98.88  98.88  98.88	Future Amount 1779.84 1582.08 1384.32	2022 2023	<u>Year</u> 1 2 3
PARCEL 03900070043	300 EITH AVE Principal	Full Year 197.70 197.70 197.70 197.70 197.70 197.70	ORGUS KAREN  O Yrs - Semi-An  Half Year  6 98.88 6 98.88 6 98.88 6 98.88 6 98.88 6 98.88 6 98.88	Future Amount 1779.84 1582.08 1384.32 1186.56	2022 2023 2024 2025 2026	<u>Year</u> 1 2 3 4
PARCEL 03900070043	300 EITH AVE Principal	Full Year 197.70 197.70 197.70 197.70 197.70	ORGUS KAREN  O Yrs - Semi-An  Half Year  6 98.88 6 98.88 6 98.88 6 98.88 6 98.88 6 98.88 6 98.88	Future Amount 1779.84 1582.08 1384.32 1186.56 988.80	2022 2023 2024 2025 2026 2027	<u>Year</u> 1 2 3 4 5
PARCEL	300 EITH AVE Principal	Full Year 197.70 197.70 197.70 197.70 197.70 197.70 197.70	WNER ORGUS KAREN O Yrs - Semi-An Half Year 6 98.88 6 98.88 6 98.88 6 98.88 6 98.88 6 98.88 6 98.88 6 98.88 6 98.88	Future Amount 1779.84 1582.08 1384.32 1186.56 988.80 791.04	2022 2023 2024 2025 2026 2027 2028	Year 1 2 3 3 4 4 5 6 6
PARCEL 03900070043	300 EITH AVE Principal	Period	WNER ORGUS KAREN O Yrs - Semi-An Half Year 6 98.88 6 98.88 6 98.88 6 98.88 6 98.88 6 98.88 6 98.88 6 98.88 6 98.88 6 98.88	Future Amount 1779.84 1582.08 1384.32 1186.56 988.80 791.04 593.28	2022 2023 2024 2025 2026 2027	Year 1 2 3 4 5 6 7

City of C	<u>ne</u> incinnati L	El Donloce	monto 200	0		
PARCEL	incilliau L		NER 202	.0		RES/ORD#
						RES/ORD#
0390007005	500	VIC	CTORIA L & BI	AKE A CASTRUC	CI	
3590 MONTI	EITH AVE	10	Yrs - Semi-An	nual Charge		Tail Port
	Principal	Full Year	Half Year	Future Amount		Year
	2013.00	201.30	100.65	1811.70	2021	1
•		201.30	100.65	1610.40	2022	2
		201.30	100.65	1409.10	2023	3
		201.30	100.65	1207.80	2024	4
		201.30	100.65	1006.50	2025	5
		201.30	100.65	805.20	2026	6
		201.30	100.65	603.90	2027	7
		201.30	100.65	402.60	2028	8
		201.30	100.65	201.30	2029	9
		201.30	100.65	0.00	2030	10
City of C	incinnati L		ements 202 NER	20		RES/ORD#
0390007011	300	HI	CKS JON & MI	CHELLE ROBOSK	Y	
2861 MINTO	AVE	10	Yrs - Semi-An	nual Charge		T. Lewis
	Principal	Full Year	Half Year	Future Amount		Year
	2191.80	219.18	109.59	1972.62	2021	1
			100 50	1752 11	2022	2
		219.18	109.59	1753.44	2022	_
		219.18	109.59	1534.26	2023	3
		219.18 219.18	109.59 109.59		2023 2024	
		219.18 219.18 219.18	109.59 109.59 109.59	1534.26 1315.08 1095.90	2023 2024 2025	3
		219.18 219.18 219.18 219.18	109.59 109.59 109.59 109.59	1534.26 1315.08 1095.90 876.72	2023 2024 2025 2026	3 4 5 6
		219.18 219.18 219.18 219.18 219.18	109.59 109.59 109.59 109.59 109.59	1534.26 1315.08 1095.90 876.72 657.54	2023 2024 2025 2026 2027	3 4 5 6 7
		219.18 219.18 219.18 219.18 219.18 219.18	109.59 109.59 109.59 109.59 109.59 109.59	1534.26 1315.08 1095.90 876.72 657.54 438.36	2023 2024 2025 2026 2027 2028	3 4 5 6 7 8
		219.18 219.18 219.18 219.18 219.18	109.59 109.59 109.59 109.59 109.59	1534.26 1315.08 1095.90 876.72 657.54	2023 2024 2025 2026 2027	3 4 5 6 7

PROJECT NA	ME .		The second			
City of C	incinnati L	SL Replace	ements 202	20	TO NELS	F
PARCEL	No. of the last of	ow	NER			RES/ORD#
0390A06009	9400	sc	HAULTS THO	MAS W & LINDSAY	A	
3560 PAXTO	ON AV	10	Yrs - Semi-An	nual Charge		JE 57.00
	Principal	Full Year	Half Year	Future Amount		Year
	3535.00	353.50	176.75	3181.50	2021	1
,		353.50	176.75	2828.00	2022	2
		353.50	176.75	2474.50	2023	3
		353.50	176.75	2121.00	2024	4
		353.50	176.75	1767.50	2025	5
		353.50	176.75	1414.00	2026	6
		353.50	176.75	1060.50	2027	7
		353.50	176.75	707.00	2028	8
		353.50	176.75	353.50	2029	9
		353.50	176.75	0.00	2030	10
PARCEL	incinnati L	OW	NER	20		RES/ORD#
0400002004	500	то	DD A GIGAX			Man Av
3803 DRAK	E AVE	10	Yrs - Semi-An	nual Charge		
	<u>Principal</u>	Full Year	Half Year	Future Amount		Year
	2089.80	208.98	104.49	1880.82	2021	1
		208.98	104.49	1671.84	2022	2
		208.98	104.49	1462.86	2023	3
			101 10	1253.88	2024	4
		208.98	104.49			
		208.98	104.49	1044.90	2025	5
		208.98 208.98	104.49 104.49	1044.90 835.92	2026	6
		208.98 208.98 208.98	104.49 104.49 104.49	1044.90 835.92 626.94	2026 2027	6 7
		208.98 208.98 208.98 208.98	104.49 104.49 104.49 104.49	1044.90 835.92 626.94 417.96	2026 2027 2028	6 7 8
		208.98 208.98 208.98	104.49 104.49 104.49	1044.90 835.92 626.94	2026 2027	6 7

City of Cincinnat	i LSL F	Replac	ements 202	20		
PARCEL		01	WNER			RES/ORD#
0400002011400		JE	FFREY A & MA	ARIE R RUSINCOVI	тсн	ma lau
3762 DRAKE AV		10	Yrs - Semi-An	nual Charge		11.66
Principa	<u>I</u> <u>F</u>	ull Year	Half Year	Future Amount		Year
1977.60	)	197.76	98.88	1779.84	2021	1
		197.76	98.88	1582.08	2022	2
		197.76		1384.32	2023	3
	100	197.76		1186.56	2024	4
	11	197.76		988.80	2025	5
	1	197.76		791.04	2026	6
	15	197.76		593.28	2027	7
		197.76		395.52	2028	8
		197.76	98.88	197.76	2029	9
	:101	197.76		0.00	2030	10
City of Cincinnat	i LSL I	Replac	ements 202	20	2030	
City of Cincinnat	i LSL I	Replac	ements 202 WNER NIKEDE SOLO	20 MON	2030	10
City of Cincinnat PARCEL 0410001004900		Replac	ements 202 NNER NIKEDE SOLO O Yrs - Semi-An	MON nual Charge	2030	10
City of Cincinnate PARCEL 0410001004900 3621 MICHIGAN AVE	<u> </u>	Replac O O	ements 202 WNER NIKEDE SOLO O Yrs - Semi-An	20 MON	2030	RES/ORD#
City of Cincinnate PARCEL 0410001004900 3621 MICHIGAN AVE	<u> </u>	Replac O O 10	ements 202  WNER  NIKEDE SOLO  O Yrs - Semi-An  Half Year  98.52	MON nual Charge Future Amount		RES/ORD#
City of Cincinnate PARCEL 0410001004900 3621 MICHIGAN AVE	<u> </u>	Replac ON ON 10 Full Year 197.04	wner NIKEDE SOLO Yrs - Semi-An Half Year 98.52 98.52	MON nual Charge Future Amount 1773.36	2021	RES/ORD#
City of Cincinnate PARCEL 0410001004900 3621 MICHIGAN AVE	<u> </u>	ON 10 10 11 197.04 197.04	wner NIKEDE SOLO Yrs - Semi-An Half Year 98.52 98.52 98.52	MON nual Charge Future Amount 1773.36 1576.32	2021 2022	10
City of Cincinnate PARCEL 0410001004900 3621 MICHIGAN AVE	<u> </u>	Peplac  ON  10  Full Year  197.04  197.04  197.04	wner NIKEDE SOLO Yrs - Semi-An Half Year 98.52 98.52 98.52 98.52	MON  nual Charge  Future Amount  1773.36  1576.32  1379.28	2021 2022 2023	10
City of Cincinnate PARCEL 0410001004900 3621 MICHIGAN AVE	<u> </u>	Peplac  O  10  Full Year  197.04  197.04  197.04  197.04	ements 202  NNER  NIKEDE SOLO  O Yrs - Semi-An  Half Year  98.52  98.52  98.52  98.52  98.52	MON  nual Charge  Future Amount  1773.36  1576.32  1379.28  1182.24	2021 2022 2023 2024	10    RES/ORD#
PARCEL 0410001004900 3621 MICHIGAN AVE Principa	<u> </u>	ON 100 100 100 100 100 100 100 100 100 10	wner voice with the second of	Pular Programme	2021 2022 2023 2024 2025	10
City of Cincinnate PARCEL 0410001004900 3621 MICHIGAN AVE	<u> </u>	ON 100 100 100 100 100 100 100 100 100 10	wner NIKEDE SOLO Yrs - Semi-An Half Year 98.52 98.52 98.52 98.52 98.52 98.52 98.52 98.52	MON nual Charge  Future Amount 1773.36 1576.32 1379.28 1182.24 985.20 788.16	2021 2022 2023 2024 2025 2026	RES/ORD#   Year

0.00

2030

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	incinnati L	SI Renlac	ements 202	20			
PARCEL	Miloniniati E		WNER	MERCHANIC CONTROL OF		RES/ORD#	
0410001005	900			DK IS NANCY D	STOVED		
0410001005	5600	31	SCHULTHEIS MARK J & NANCY B STOVER				
3567 MICHI	GAN AVE	10	10 Yrs - Semi-Annual Charge				
	Principal	Full Year	Half Year	Future Amount		Year	
	2266.00	226.60	113.30	2039.40	2021	1	
		226.60	113.30	1812.80	2022	2	
		226.60		1586.20	2023	3	
		226.60	113.30	1359.60	2024	4	
		226.60		1133.00	2025	5	
		226.60	110100	906.40	2026	6	
		226.60		679.80	2027	7	
		226.60		453.20	2028	8	
		226.60		226.60	2029	9	
		226.60	113.30	0.00	2030	10	
			1 000	•			
PARCEL	incinnati L	01	WNER	<b>的图像是</b>		RES/ORD#	
City of C PARCEL 0420002005	incinnati L	<u>O\</u>	WNER UTLER RYAN 8	ASHLEY		RES/ORD#	
City of C	incinnati LS 5200 H AVE	<u>O\</u>	WNER UTLER RYAN & O Yrs - Semi-An	ASHLEY nual Charge		RES/ORD#	
City of C PARCEL 0420002005	incinnati L	O) B	WNER  UTLER RYAN &  O Yrs - Semi-An  Half Year	ASHLEY	2021		
City of C PARCEL 0420002005	5200 H AVE	B 10 Full Year	WNER UTLER RYAN 8 O Yrs - Semi-An Half Year 95.97	ASHLEY  nual Charge  Future Amount	2021 2022	Year	
City of C PARCEL 0420002005	5200 H AVE	01 B 10 Full Year 191.94	WNER  UTLER RYAN 8  O Yrs - Semi-An  Half Year  95.97  95.97	ASHLEY nual Charge Future Amount 1727.46		Year 1	
City of C PARCEL 0420002005	5200 H AVE	01 B 10 Full Year 191.94 191.94	WNER  UTLER RYAN 8  O Yrs - Semi-An  Half Year  95.97  95.97  95.97	ASHLEY nual Charge Future Amount 1727.46 1535.52	2022	<u>Year</u> 1 2 3	
City of C PARCEL 0420002005	5200 H AVE	Pull Year 191.94 191.94 191.94	WNER  UTLER RYAN &  O Yrs - Semi-An  Half Year  95.97  95.97  95.97  95.97	Future Amount 1727.46 1535.52 1343.58	2022 2023	<u>Year</u> 1 2	
City of C PARCEL 0420002005	5200 H AVE	Full Year 191.94 191.94 191.94	WNER  UTLER RYAN 8  O Yrs - Semi-An  Half Year  95.97  95.97  95.97  95.97  95.97	ASHLEY  nual Charge  Future Amount  1727.46  1535.52  1343.58  1151.64	2022 2023 2024	<u>Year</u> 1 2 3 4	
City of C PARCEL 0420002005	5200 H AVE	Full Year 191.94 191.94 191.94 191.94 191.94	WNER  UTLER RYAN 8  O Yrs - Semi-An  Half Year  95.97  95.97  95.97  95.97  95.97  95.97	Future Amount 1727.46 1535.52 1343.58 1151.64 959.70	2022 2023 2024 2025	Year 1 2 3 4 5 5	
City of C PARCEL 0420002005	5200 H AVE	Full Year 191.94 191.94 191.94 191.94 191.94	WNER  UTLER RYAN 8  O Yrs - Semi-An  Half Year  95.97  95.97  95.97  95.97  95.97  95.97  95.97	Future Amount 1727.46 1535.52 1343.58 1151.64 959.70 767.76	2022 2023 2024 2025 2026 2027 2028	Year 1 2 3 4 5 6 7	
City of C PARCEL 0420002005	5200 H AVE	Full Year 191.94 191.94 191.94 191.94 191.94 191.94	WNER  UTLER RYAN 8  O Yrs - Semi-An  Half Year  95.97  95.97  95.97  95.97  95.97  95.97  95.97  95.97  95.97  95.97	Future Amount 1727.46 1535.52 1343.58 1151.64 959.70 767.76 575.82	2022 2023 2024 2025 2026 2027	Year 1 2 3 3 4 5 6	

011 . 01	<u>NE</u>					
	incinnati L	SL Replac	ements 202	20		
PARCEL		OV	WNER			RES/ORD#
0420A01000	300	DI	EVOE MEREDI			
3667 STETT	INIUS AVE	10	10 Yrs - Semi-Annual Charge			
9.	Principal	Full Year	Half Year	Future Amount		Year
	1725.00	172.50	86.25	1552.50	2021	1
,		172.50		1380.00	2022	2
		172.50	86.25	1207.50	2023	3
		172.50	86.25	1035.00	2024	4
		172.50	86.25	862.50	2025	5
		172.50	86.25	690.00	2026	6
		172.50	86.25	517.50	2027	7
		172.50	86.25	345.00	2028	8
		172.50	86.25	172.50	2029	9
		172.50	86.25	0.00	2030	10
City of C	incinnati L		ements 202	20		RES/ORD#
0420A01008	100	C	ARROLL KEVIN	I W		
3671 STETT	INIUS AVE	10	Yrs - Semi-An	nual Charge		
3671 STETT	INIUS AVE Principal	Full Year	Yrs - Semi-An Half Year	nual Charge  Future Amount		Year
3671 STETT			<u>Half Year</u>		2021	<u>Year</u> 1
3671 STETT	<u>Principal</u>	Full Year	Half Year 93.33	Future Amount	2022	
3671 STETT	<u>Principal</u>	Full Year 186.66	Half Year 93.33 93.33	Future Amount 1679.94	2022 2023	1
3671 STETT	<u>Principal</u>	Full Year 186.66 186.66	93.33 93.33 93.33	Future Amount 1679.94 1493.28	2022	1 2
3671 STETT	<u>Principal</u>	Full Year 186.66 186.66 186.66	93.33 93.33 93.33 93.33 93.33	Future Amount 1679.94 1493.28 1306.62	2022 2023	1 2 3
3671 STETT	<u>Principal</u>	Full Year 186.66 186.66 186.66	93.33 93.33 93.33 93.33 93.33 93.33	Future Amount 1679.94 1493.28 1306.62 1119.96	2022 2023 2024	1 2 3 4
3671 STETT	<u>Principal</u>	Full Year 186.66 186.66 186.66 186.66 186.66 186.66	93.33 93.33 93.33 93.33 93.33 93.33 93.33	Future Amount 1679.94 1493.28 1306.62 1119.96 933.30	2022 2023 2024 2025 2026 2027	1 2 3 4 5
3671 STETT	<u>Principal</u>	Full Year  186.66  186.66  186.66  186.66  186.66  186.66  186.66	93.33 93.33 93.33 93.33 93.33 93.33 93.33 93.33	Future Amount 1679.94 1493.28 1306.62 1119.96 933.30 746.64	2022 2023 2024 2025 2026 2027 2028	1 2 3 4 5 6
3671 STETT	<u>Principal</u>	Full Year 186.66 186.66 186.66 186.66 186.66 186.66	93.33 93.33 93.33 93.33 93.33 93.33 93.33 93.33 93.33	Future Amount 1679.94 1493.28 1306.62 1119.96 933.30 746.64 559.98	2022 2023 2024 2025 2026 2027	1 2 3 4 5 6 7

PARCEL		ow	NER		RES/ORD#	
0430001001	700	PU	PUSATERI ANGELO M			
1234 GRACE AVE		10	10 Yrs - Semi-Annual Charge			
	Principal	Full Year	Half Year	Future Amount		Year
	2240.40	224.04	112.02	2016.36	2021	1
		224.04	112.02	1792.32	2022	2
		224.04	112.02	1568.28	2023	3
		224.04	112.02	1344.24	2024	4
		224.04	112.02	1120.20	2025	5
		224.04	112.02	896.16	2026	6
		224.04	112.02	672.12	2027	7
		224.04	112.02	448.08	2028	8
		224.04	112.02	224.04	2029	9
		224.04	112.02	0.00	2030	10
PROJECT NA	ME					
City of C	incinnati L	SL Replace	ments 202	20		
PARCEL		ow	NER			RES/ORD#
0430002009	1800	SM	ITH NANCY L	ESED		A POLICE OF THE PARTY OF THE PA

PARCEL		ements 202		RES/ORD#	
	The state of the s	MMERMAN CH	KES/ORD#		
0430A01003500		HUBER			
2983 LINWOOD AVE	10	Yrs - Semi-An			
Principal	Full Year	Half Year	Future Amount		Year
1799.40	179.94	89.97	1619.46	2021	1
-	179.94	89.97	1439.52	2022	2
	179.94	89.97	1259.58	2023	3
	179.94	89.97	1079.64	2024	4
	179.94	89.97	899.70	2025	5
	179.94	89.97	719.76	2026	6
	179.94	89.97	539.82	2027	7
	179.94	89.97	359.88	2028	8
	179.94	89.97	179.94	2029	9
	179.94	89.97	0.00	2030	10
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City of Cincinnati L PARCEL 0440006011000	OV PE	WNER ETER & MARY	PHILLIPS		RES/ORD#
City of Cincinnati L PARCEL 0440006011000 3163 NILES ST	OV PE	WNER ETER & MARY O Yrs - Semi-An Half Year	PHILLIPS nual Charge	2021	
City of Cincinnati L PARCEL 0440006011000 3163 NILES ST Principal	Ov Pt 10 Full Year	ETER & MARY O Yrs - Semi-An Half Year 115.00	PHILLIPS  nual Charge  Future Amount	2021 2022	Year
City of Cincinnati L PARCEL 0440006011000 3163 NILES ST Principal	OV PR 10 Full Year 230.00	WNER ETER & MARY O Yrs - Semi-An Half Year 115.00 115.00	PHILLIPS  nual Charge  Future Amount  2070.00		Year 1

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0460A04004000		1	TROY A DEBORD & JENNIFER K			1
2615 ROOKWOOD LN		1	10 Yrs - Semi-Annual Charge			
P	rincipal	Full Year	Half Year	Future Amount		Year
	083.00	308.3	-	2774.70	2021	1
		308.3	154.15	2466.40	2022	2
		308.3	154.15	2158.10	2023	3
		308.3	154.15	1849.80	2024	4
		308.3	154.15	1541.50	2025	5
		308.3	154.15	1233.20	2026	6
		308.3	154.15	924.90	2027	7
		308.3	154.15	616.60	2028	8
		308.3	154.15	308.30	2029	9
		308.3	154.15	0.00	2030	10
PROJECT NAME						
City of Cinci	nnati LS	SL Repla	cements 202	20		
PARCEL		2	OWNER			RES/ORD#
0490003022000			TIMOTHY S MCH	EE		Halley
2724 MARKBREI	TAVE	With the	10 Yrs - Semi-An	nual Charge		
F	rincipal	Full Year	Half Year	Future Amount	NAME:	Year
1	919.40	191.9	95.97	1727.46	2021	1
		191.9	95.97	1535.52	2022	2

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3840 BROA	DVIEW DR	10	Yrs - Semi-An			
	Principal	Full Year	Half Year	Future Amount		Year
	1860.00	186.00	93.00	1674.00	2021	1
		186.00	93.00	1488.00	2022	2
		186.00	93.00	1302.00	2023	3
		186.00	93.00	1116.00	2024	4
		186.00	93.00	930.00	2025	5
		186.00	93.00	744.00	2026	6
		186.00	93.00	558.00	2027	7
		186.00	93.00	372.00	2028	8
		186.00	93.00	186.00	2029	9
		186.00	93.00	0.00	2030	10
		\ D				
PARCEL	incinnati L	OW	/NER			RES/ORD#
City of C PARCEL 0530002002	incinnati LS	OW NE	INER ELY DAWN &	JAMES W JR		RES/ORD#
City of C PARCEL 0530002002	incinnati LS 300 ORD TERRACE	NE 10	NER ELY DAWN & Yrs - Semi-An	JAMES W JR		
City of C PARCEL 0530002002	incinnati LS	OW NE	INER ELY DAWN &	JAMES W JR  nual Charge  Future Amount	2021	RES/ORD#  Year  1
City of C PARCEL 0530002002	incinnati LS 300 ORD TERRACE Principal	0W NE 10 Full Year	NER ELY DAWN & Yrs - Semi-An Half Year	JAMES W JR	2021 2022	<u>Year</u>
City of C PARCEL 0530002002	incinnati LS 300 ORD TERRACE Principal	0W NE 10 10 Full Year 400.00	Yrs - Semi-An Half Year 200.00	JAMES W JR  nual Charge  Future Amount  3600.00		Year 1
City of C PARCEL 0530002002	incinnati LS 300 ORD TERRACE Principal	OW   NE   10   Full Year   400.00   400.00	Yrs - Semi-An Half Year 200.00 200.00	JAMES W JR  nual Charge  Future Amount  3600.00  3200.00	2022	<u>Year</u> 1 2
City of C PARCEL 0530002002	incinnati LS 300 ORD TERRACE Principal	OW NE 10 10 Full Year 400.00 400.00	Yrs - Semi-An Half Year 200.00 200.00	JAMES W JR nual Charge Future Amount 3600.00 3200.00 2800.00	2022 2023	<u>Year</u> 1 2 3
City of C PARCEL 0530002002	incinnati LS 300 ORD TERRACE Principal	OW   NE   10   Full Year   400.00   400.00   400.00   400.00   400.00	Yrs - Semi-An Half Year 200.00 200.00 200.00	JAMES W JR  nual Charge  Future Amount  3600.00  3200.00  2800.00  2400.00	2022 2023 2024	<u>Year</u> 1 2 3 4
City of C PARCEL 0530002002	incinnati LS 300 ORD TERRACE Principal	OW   NE   10     Full Year   400.00   400.00   400.00   400.00   400.00   400.00   400.00   400.00	Yrs - Semi-An Half Year 200.00 200.00 200.00 200.00 200.00	JAMES W JR  nual Charge  Future Amount  3600.00  3200.00  2800.00  2400.00  2000.00	2022 2023 2024 2025	Year 1 2 3 4 5
City of C PARCEL 0530002002	incinnati LS 300 ORD TERRACE Principal	OW   NE   10   Full Year   400.00   4	Yrs - Semi-An Half Year 200.00 200.00 200.00 200.00 200.00 200.00 200.00	JAMES W JR  nual Charge  Future Amount  3600.00  3200.00  2800.00  2400.00  2000.00  1600.00	2022 2023 2024 2025 2026	Year 1 2 3 4 5 6
City of C PARCEL 0530002002	incinnati LS 300 ORD TERRACE Principal	OW   NE   10   Full Year   400.00   4	Yrs - Semi-An Half Year 200.00 200.00 200.00 200.00 200.00 200.00 200.00 200.00	JAMES W JR  nual Charge  Future Amount  3600.00  3200.00  2800.00  2400.00  2000.00  1600.00  1200.00	2022 2023 2024 2025 2026 2027	Year 1 2 3 4 5 6 7

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0530002002	600		CHALMERS BRUCE ALAN & ALICE B				
2229 BEDF	ORD TERRACE		10 Yrs - Semi-Annual Charge				
	Principal	Full Year		Half Year	Future Amount		Year
	4500.00	450.0	00	225.00	4050.00	2021	1
		450.0	00	225.00	3600.00	2022	2
		450.0	00	225.00	3150.00	2023	3
		450.0	00	225.00	2700.00	2024	4
		450.	00	225.00	2250.00	2025	5
		450.0	1000	225.00	1800.00	2026	6
		450.		225.00	1350.00	2027	7
		450.	00	225.00	900.00	2028	8
		450.		225.00	450.00	2029	9
		450.	00	225.00	0.00	2030	10
PARCEL	incinnati L	Salata de la companya	OWN	ER			RES/ORD#
0530002002	700		RHC	ADES GREG	ORY R & ABIGAIL	G	
2210 BEDE	ORD TERRACI		10 Y	rs - Semi-An	nual Charge	19-51	of Contact
	Deinsing	Full Year		Half Year	Future Amount		Year
	<u>Principal</u>					0004	1
	3500.00	350.	00	175.00	3150.00	2021	1
		350. 350.		175.00 175.00	3150.00 2800.00	2021	2
			00			2022 2023	2 3
		350.	00	175.00 175.00 175.00	2800.00 2450.00 2100.00	2022 2023 2024	2 3 4
		350. 350.	00 00 00	175.00 175.00 175.00 175.00	2800.00 2450.00 2100.00 1750.00	2022 2023 2024 2025	2 3 4 5
		350. 350. 350. 350. 350.	00 00 00 00	175.00 175.00 175.00 175.00 175.00	2800.00 2450.00 2100.00 1750.00 1400.00	2022 2023 2024 2025 2026	2 3 4 5 6
		350. 350. 350. 350. 350. 350.	00 00 00 00 00	175.00 175.00 175.00 175.00 175.00 175.00	2800.00 2450.00 2100.00 1750.00 1400.00 1050.00	2022 2023 2024 2025 2026 2027	2 3 4 5 6 7
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PARCEL		•	WNER			RES/ORD#
05300020042	200	s	CHMALZ CHAR			
	ORD TERRACE	1	0 Yrs - Semi-An			
ZZIO DEDI	Principal	Full Year	Half Year	Future Amount		Year
	4000.00	400.0		3600.00	2021	1
		400.0		3200.00	2022	2
		400.0		2800.00	2023	3
		400.0		2400.00	2024	4
		400.0		2000.00	2025	5
		400.0	200.00	1600.00	2026	6
		400.0		1200.00	2027	7
		400.0		800.00	2028	8
		400.0	200.00	400.00	2029	9
		400.0	200.00	0.00	2030	10
PARCEL	ncinnati L		cements 202	20		RES/ORD#
			A CHIEL DANIEL			REGIONO!
05300030013			RACHEL RANDY			ILLO/OND#
	E AVENUE	1	0 Yrs - Semi-An	nual Charge		
05300030013	E AVENUE  Principal	1 Full Year	0 Yrs - Semi-An	nual Charge <u>Future Amount</u>		Year
05300030013	E AVENUE	1 Full Year 180.0	0 Yrs - Semi-An  Half Year  90.00	nual Charge  Future Amount 1620.00	2021	Year 1
05300030013	E AVENUE  Principal	180.0 180.0	0 Yrs - Semi-An  Half Year  90.00  90.00	nual Charge  Future Amount 1620.00 1440.00	2022	<u>Year</u> 1 2
05300030013	E AVENUE  Principal	180.0 180.0 180.0	0 Yrs - Semi-An Half Year 0 90.00 0 90.00 0 90.00	nual Charge  Future Amount  1620.00  1440.00  1260.00	2022 2023	<u>Year</u> 1 2 3
05300030013	E AVENUE  Principal	180.0 180.0 180.0 180.0 180.0	0 Yrs - Semi-An Half Year 0 90.00 0 90.00 0 90.00 0 90.00 0 90.00	nual Charge  Future Amount  1620.00  1440.00  1260.00  1080.00	2022 2023 2024	Year 1 2 3 4
05300030013	E AVENUE  Principal	180.0 180.0 180.0 180.0 180.0 180.0	0 Yrs - Semi-An	Future Amount 1620.00 1440.00 1260.00 1080.00 900.00	2022 2023 2024 2025	Year 1 2 3 4 5 5
05300030013	E AVENUE  Principal	180.0 180.0 180.0 180.0 180.0 180.0	0 Yrs - Semi-An	Future Amount 1620.00 1440.00 1260.00 1080.00 900.00 720.00	2022 2023 2024 2025 2026	Year 1 2 3 4 5 6
05300030013	E AVENUE  Principal	180.0 180.0 180.0 180.0 180.0 180.0 180.0	0 Yrs - Semi-An	Future Amount 1620.00 1440.00 1260.00 1080.00 900.00 720.00 540.00	2022 2023 2024 2025 2026 2027	Year 1 2 3 4 5 6 7
05300030013	E AVENUE  Principal	180.0 180.0 180.0 180.0 180.0 180.0 180.0 180.0	0 Yrs - Semi-An  Half Year 0 90.00 0 90.00 0 90.00 0 90.00 0 90.00 0 90.00 0 90.00 0 90.00 0 90.00	Future Amount 1620.00 1440.00 1260.00 1080.00 900.00 720.00 540.00 360.00	2022 2023 2024 2025 2026 2027 2028	Year 1 2 3 4 5 6 6 7 8
05300030013	E AVENUE  Principal	180.0 180.0 180.0 180.0 180.0 180.0 180.0	0 Yrs - Semi-An	Future Amount 1620.00 1440.00 1260.00 1080.00 900.00 720.00 540.00	2022 2023 2024 2025 2026 2027	Year 1 2 3 4 5 6 7

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PARCEL		ov	VNER			RES/ORD#	
0530003001	400			EAN & STEVEN B			
			GALINGER				
2034 POGU	E AVENUE		10 Yrs - Semi-Annual Charge				
	Principal	Full Year	Half Year	Future Amount		Year	
	1800.00	180.00	90.00	1620.00	2021	1	
		180.00	90.00	1440.00	2022	2	
		180.00	90.00	1260.00	2023	3	
		180.00	90.00	1080.00	2024	4	
		180.00	90.00	900.00	2025	5	
		180.00	90.00	720.00	2026	6	
		180.00	90.00	540.00	2027	7	
		180.00	90.00	360.00	2028	8	
		180.00	90.00	180.00	2029	9	
		180.00	90.00	0.00	2030	10	
City of C	incinnati L		ements 202	20	1	RES/ORD#	
0530003001	500	SE	NIOURS IMOJ	EAN		- ON 10	
		10	Yrs - Semi-An	nual Chargo		C. A. 1848	
2036 POGU	JE AVENUE	10	113 - Ochin-An	nual Charge			
2036 POGU	Principal	Full Year	Half Year	Future Amount		<u>Year</u>	
2036 POGU		Full Year 180.00			2021	Year 1	
2036 POGU	Principal	Full Year	Half Year	Future Amount	2021 2022		
2036 POGU	Principal	Full Year 180.00	Half Year 90.00	Future Amount 1620.00	2022 2023	1	
2036 POGU	Principal	Full Year 180.00 180.00 180.00 180.00	Half Year 90.00 90.00 90.00 90.00	Future Amount 1620.00 1440.00 1260.00 1080.00	2022 2023 2024	1 2	
2036 POGU	Principal	Full Year 180.00 180.00 180.00 180.00 180.00	Half Year 90.00 90.00 90.00	Future Amount 1620.00 1440.00 1260.00 1080.00 900.00	2022 2023 2024 2025	1 2 3	
2036 POGU	Principal	Full Year 180.00 180.00 180.00 180.00 180.00	Half Year 90.00 90.00 90.00 90.00 90.00 90.00	Future Amount 1620.00 1440.00 1260.00 1080.00 900.00 720.00	2022 2023 2024 2025 2026	1 2 3 4 5 6	
2036 POGU	Principal	Full Year 180.00 180.00 180.00 180.00 180.00 180.00	Half Year 90.00 90.00 90.00 90.00 90.00 90.00 90.00	Future Amount 1620.00 1440.00 1260.00 1080.00 900.00	2022 2023 2024 2025 2026 2027	1 2 3 4 5 6 7	
2036 POGU	Principal	Full Year 180.00 180.00 180.00 180.00 180.00 180.00 180.00 180.00	Half Year 90.00 90.00 90.00 90.00 90.00 90.00 90.00 90.00	Future Amount 1620.00 1440.00 1260.00 1080.00 900.00 720.00 540.00 360.00	2022 2023 2024 2025 2026 2027 2028	1 2 3 4 5 6 7	
2036 POGU	Principal	Full Year 180.00 180.00 180.00 180.00 180.00 180.00	Half Year 90.00 90.00 90.00 90.00 90.00 90.00 90.00	Future Amount 1620.00 1440.00 1260.00 1080.00 900.00 720.00 540.00	2022 2023 2024 2025 2026 2027	1 2 3 4 5 6 7	

	ity of Cincinnati LSL Rep					RES/ORD#
PARCEL			OWNER HOUSEWORKS PROPERTY MANAGEMENT			
0530003001600			O LTD			
2100 POGUE AVE	NUE		0 Yrs - Semi-An	a 1 2/19		
Pri	ncipal	Full Year	Half Year	Future Amount		Year
	00.00	180.00		1620.00	2021	1
-		180.00	90.00	1440.00	2022	2
		180.00	90.00	1260.00	2023	3
		180.00	90.00	1080.00	2024	4
		180.00	90.00	900.00	2025	5
		180.00	90.00	720.00	2026	6
		180.00		540.00	2027	7
		180.00		360.00	2028	8
		180.00		180.00	2029	9
		180.00	90.00	0.00	2030	10
PROJECT NAME			<b>建筑器的</b>			
City of Cincin	nati L	SL Replac	ements 202	20		
PARCEL		0	WNER			RES/ORD#
0530004001100		W	HITE JENEA N	ORRIS		
1912 POGUE AVE	NUE	11	0 Yrs - Semi-An	nual Charge		
Pri	ncipal	Full Year	Half Year	Future Amount		Year
14	70.00	147.00		1323.00	2021	1
		147.00	73.50	1176.00	2022	2
		147.00	73.50	1029.00	2023	3
		147.00	73.50	882.00	2024	4
		147.00	10.00	002.00	LULI	CONTRACTOR OF THE PARTY OF THE
		147.00		735.00	2025	5

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August 3, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: LEED-CRA COMMERCIAL TAX EXEMPTION FOR ROOST

**BUILDERS LLC** 

Attached is an Emergency Ordinance captioned as follows:

APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with Roost Builders LLC and Roost Properties LLC, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 3244 Fairfield Avenue in the Evanston neighborhood of Cincinnati, in connection with the remodeling of one existing building into approximately 6,300 square feet of residential space, consisting of 11 residential rental units, and approximately 1,100 square feet of commercial office space, which remodeling shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total remodeling cost of approximately \$780,756.

## BACKGROUND/CURRENT CONDITIONS

3244 Fairfield Avenue ("Property") is a blighted, vacant mixed-use building located at the intersection of Hewitt and Fairfield Avenues in Evanston. This building has contributed to the blighted state of Hewitt Avenue near the Evanston Five Points business district, however the area is seeing signs of public and private investment. The Hamilton County Land Reutilization Corporation ("HCLRC") acquired the Property for the purpose of identifying a developer to renovate it. HCLRC has entered into a purchase and sale agreement with the developers to stabilize and renovate the Property into residential apartments and commercial space.

## **DEVELOPER INFORMATION**

Roost Builders LLC and its affiliate Roost Properties LLC (jointly, "Developer") plan to transform the subject property into a viable mixed-use building for many years to

LEED-CRA Commercial Tax Exemption Roost Builders, LLC Page 2 of 4

come. Roost Builders is a development company that specializes in custom designed, LEED certified homes and modular new construction homes, and also does renovation projects. Roost Builders is also planning a separate project at the subject intersection across the street from the Property where they plan to construct 5 new single family homes on previously blighted and cleared lots.

## PROJECT DESCRIPTION

The Developer intends to invest a total of approximately \$971,755 to acquire, stabilize, and renovate the Property into 11 residential apartments and 1,100 square feet of office space to LEED Silver standards ("Project"). The apartments are planned as small, 1-bedroom apartments averaging just under 600 square feet, as well as one studio apartment. The apartments are proposed to be rented at market rates. There is no affordability requirement for a tax abatement, however the anticipated \$900 rents would be considered affordable for 1- or 2-person households earning 80% of area median income, which is considered moderate income. Such housing is also sometimes referred to as workforce housing.

The commercial storefront space will be leased, fully or in part, to Roost Builders or affiliate(s) for its offices. As a result, the Project is anticipated to create or retain 8 FTE office jobs and \$444,000 of permanent annual payroll in the city of Cincinnati, as well as 3 temporary construction jobs.

In addition to creating jobs and housing, it is hoped that the Project will encourage needed further development in and around the Evanston Five Points district and that it will demonstrate the market feasibility of such apartments and commercial renovations in Evanston.

The Project and the proposed incentive supports the following 'Compete' and 'Live' items within *Plan Cincinnati*: Encourage "small and medium-sized local businesses to locate within centers of activity to help businesses grow and neighborhoods revitalize" ('Compete,' p. 116) and "provide a full spectrum of housing options, and improve housing quality and affordability" ('Live,' p. 164).

## PROPOSED INCENTIVE

DCED is recommending a net 60% commercial tax abatement for a 15-year term.

Under the current tax abatement scorecard established by City Council, the Project would score 7 points based on achieving LEED Silver certification, demonstrating a high level of financial need, and contributing 7% VTICA. However, for the below reasons, DCED considers the project to be an Undercapitalized Project in accordance with Section 3(c) of Ordinance No. 275-2017, as amended, pursuant to City Council's Commercial CRA policy, and so the recommendation is to provide the net 60% abatement notwithstanding the points determination.

In part as a result of years of neglect and recent fire damage and because the Project does not attract other public subsidy, this historic property's full renovation represents a challenging and risky project providing a limited return on investment, and is in a location where the rents required for new construction or renovations have not yet been proven. The Project would not generate sufficient cash flow for the Developer to make the investment without a net 60%, 15-year tax abatement. DCED wishes to encourage developers to undertake such difficult developments that create more and better housing units, including affordable units in keeping with the findings of the Balanced Development Report (Item #201901733), more specifically the City's lack of new housing supply relative to housing demand. The Project also benefits a neighborhood in need of many more jobs and quality housing units. The renovation of this building will enhance the community of Evanston and transform a blighted property. For these reasons, an exception to the points determination is warranted.

SUMMARY	
Forgone Public Benefit if Project Does not Proceed	
,	(¢70 EEO)
CPS PILOT (Forgone New Revenue)	(\$78,559)
VTICA (Forgone New Revenue)	(\$16,664)
Income Tax (Forgone New Revenue)	(\$142,128)
Total Public Benefit Lost	(\$237,351)
Incentive Value	
Annual Net Incentive to Developer	\$9,522
Total Term Incentive to Developer	\$142,834
City's Portion of Property Taxes Forgone	\$30,724
Public Benefit	
CPS PILOT	
Annual CPS Pilot	\$5,237
Total Term CPS PILOT	\$78,559
VTICA	<b>,</b> -,
Annual VTICA	\$1,111
Total Term VTICA	\$16,664
Income Tax (Max)	\$142,128
Total Public Benefit (CPS PILOT/VTICA /Income Tax)	\$237,351
Total Public Benefit ROI*	\$1.66
City's ROI*  *If the project were going to happen regardless of incentive, this is the return of real dollars for	\$7.73

\*If the project were going to happen regardless of incentive, this is the return of real dollars for public benefits as potential future dollars are forgone

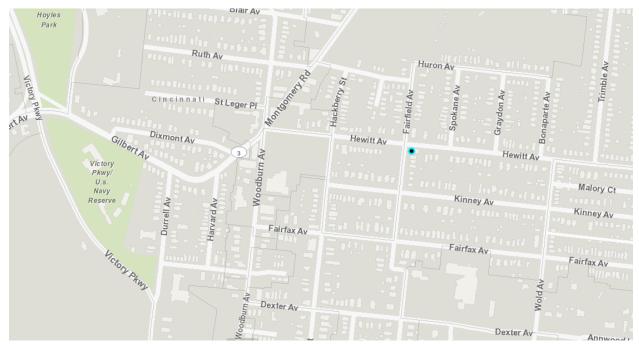
#### RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

Attachment: A. Property location and photographs

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

#### **Attachment A: Property Location and Photographs**



Property location



3244 Fairfield Avenue

#### EMERGENCY

# City of Cincinnati

TJL BWG

## An Ordinance No.

2020

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with Roost Builders LLC and Roost Properties LLC, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 3244 Fairfield Avenue in the Evanston neighborhood of Cincinnati, in connection with the remodeling of one existing building into approximately 6,300 square feet of residential space, consisting of 11 residential rental units, and approximately 1,100 square feet of commercial office space, which remodeling shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total remodeling cost of approximately \$780,756.

WHEREAS, to encourage the development of real property and the acquisition of personal property, the Council of the City of Cincinnati by Ordinance No. 274-2017 passed on September 27, 2017, designated the area within the corporate boundaries of the City of Cincinnati as a "Community Reinvestment Area" pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute"); and

WHEREAS, Ordinance No. 275-2017 passed by this Council on September 27, 2017, as amended by Ordinance No. 339-2018, passed by this Council on October 31, 2018 (as amended, the "Commercial Policy Ordinance"), sets forth certain additional policies, conditions, and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area; and

WHEREAS, to encourage the development of real property in a more environmentally-friendly manner, the Commercial Policy Ordinance incentivizes: (i) construction and remodeling to Leadership in Energy and Environmental Design ("LEED") standards (as defined by the U.S. Green Building Council); and (ii) construction and remodeling that obtains (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the "Energy Petal" of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (collectively, "LBC" standards), all pursuant to the Statute; and

WHEREAS, effective October 23, 2017, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute; and

WHEREAS, Roost Builders LLC (collectively, the "Company") desire to remodel one existing building located on real property at 3244 Fairfield Avenue located within the corporate boundaries of the City of Cincinnati into approximately 6,300 square feet of residential space, consisting of 11 residential rental units and approximately 1,100 square feet of commercial office space consistent with LEED or LBC standards (the "Improvements"), provided that the appropriate development incentives are available to support the economic viability of the Improvements; and

WHEREAS, to provide an appropriate development incentive for the Improvements, the City Manager has recommended a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge), in substantially the form of Attachment A to this ordinance, to authorize a real property tax exemption for the Improvements in accordance with the Statute; and

WHEREAS, the property is located within the Cincinnati City School District of the City of Cincinnati; and

WHEREAS, the Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020 (as may be amended, the "Board of Education Agreement"), has approved exemptions of up to 100% of Community Reinvestment Area projects, waived advance notice and the right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects; and

WHEREAS, pursuant to the Board of Education Agreement, the Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to 33% of the exempt real property taxes; and

WHEREAS, the Company has represented that it has entered into (or will enter into) a voluntary tax incentive contribution agreement with a third-party organization for amounts equal to 7% of the exempt real property taxes, which funds shall be committed by the third-party organization to facilitate permanent improvements and neighborhood services furthering redevelopment in the neighborhood of the Improvements and to support affordable housing on a City-wide basis; and

WHEREAS, the Improvements do not involve relocation of part or all of the Company's operations from another county or municipal corporation in Ohio or, if there is relocation, notice has been given per ORC 3735.673; now, therefore,

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

Section 1. That Council approves a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with Roost Builders LLC (the "Agreement"), thereby authorizing a 15-year tax exemption for 100% of the assessed value of improvements to

be made to real property located at 3244 Fairfield Avenue in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of one existing building into approximately 6,300 square feet of residential space, consisting of 11 residential rental units, and approximately 1,100 square feet of commercial office space to be constructed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council) or Living Building Challenge standards (as described in the Agreement and as determined by the International Living Future Institute and the Cascadia Green Building Council, as applicable) at a total remodeling cost of approximately \$780,756

#### Section 2. That Council authorizes the City Manager:

- (i) to execute the Agreement on behalf of the City in substantially the form of Attachment A to this ordinance; and
- (ii) to forward on behalf of Council a copy of the Agreement, within fifteen (15) days after execution, to the Director of the Ohio Development Services Agency in accordance with Ohio Revised Code Section 3735.671(F); and
- (iii) to submit on behalf of Council annual reports on the Agreement to the Director of the Ohio Development Services Agency and to the Board of Education of the Cincinnati City School District of the City of Cincinnati, in accordance with Ohio Revised Code Section 3735.672; and
- (iv) to take all necessary and proper actions to fulfill the City's obligations under 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 the immediate need to allow the remodeling described in this ordinance and the

welfare to begin at the earliest possible		and the	ochemis i	o the City	s econor	mc
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Passed:	, 2020					
			John C	ranley, Ma	yor	
Attest:						
Clerk						

### ATTACHMENT A

Contract No.	

## Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)

This Community Reinvestment Area Tax Exemption Agreement (this "<u>Agreement</u>") 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 "<u>City</u>"), ROOST BUILDERS LLC, an Ohio limited liability company ("<u>Builders</u>"), and ROOST PROPERTIES LLC, an Ohio limited liability company ("<u>Properties</u>" and collectively with Builders, the "<u>Company</u>").

#### Recitals:

- A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").
- B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.
- C. The Council of the City of Cincinnati has also passed Ordinance No. 275-2017 as of September 27, 2017, as amended by Ordinance No. 339-2018 passed on October 31, 2018 (the "Commercial Policy Ordinance"), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.
- D. Pursuant to the Commercial Policy Ordinance, a project that is constructed or remodeled to (1) Leadership in Energy and Environmental Design ("LEED") Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council), or (2) receives a (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the "Energy Petal" of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (such qualifying remodeling or construction is referred to, collectively, as "LBC" remodeling or construction), may qualify for a longer term and/or greater abatement.
- E. Builders is the sole owner of certain real property within the City, located at 3244 Fairfield Avenue, Cincinnati, Ohio 45207 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Builders intends to convey its fee title in the Property to Properties following the completion of the Project, as more fully described in Recital F. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.
- F. The Company has proposed the remodeling of a building located on the Property to LEED Silver standards, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"); provided that the appropriate development incentives are available to support the economic viability of the Project.

- G. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.
- H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.
- I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as <a href="Exhibit B">Exhibit B</a>, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars (\$750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.
- J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain Tax Incentive Agreement effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- L. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- N. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- O. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- P. The Company acknowledges that the Evanston neighborhood is a rising neighborhood in need of resources for development, neighborhood improvements, amenities, and organizations oriented towards neighborhood services. The Company anticipates that future development, improvements, amenities and organizations will contribute to the quality and vitality of the neighborhood, therefore increasing the value of the Property and directly and indirectly contributing to the Project's success. The Project's success, in turn, will benefit the neighborhood. Although this feedback effect will promote the revitalization and redevelopment of the City, it could also impact the affordability of property in the area. Therefore, in support of the Evanston neighborhood and with the intention of preserving and improving the availability of quality, reliable

affordable housing on a City-wide basis, as a material inducement to the City to enter into this Agreement, the Company hereby represents to the City that it will enter into a voluntary tax incentive contribution agreement ("VTICA") with a City-designated third-party non-profit administrative organization (the "Third-Party Administrator") to contribute to the Third-Party Administrator an amount equal to seven percent (7%) of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"). Half of such VTICA Contribution is to be committed by the Third-Party Administrator to facilitate permanent improvements and neighborhood services furthering urban redevelopment in the Evanston neighborhood and the other half of such VTICA Contribution is to be committed by the Third-Party Administrator in supporting quality affordable housing on a Citywide basis. The Company hereby represents and warrants that it will pay the VTICA Contribution for the full term of the abatement.

Q.	This Agreement has	been authorized by	Ordinance No	2020,	passed by	Cincinnati	City
	Council on	, 2020.					_

R. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

NOW, THEREFORE, pursuant to Ohio Revised Code Section 3735.67(A) and in conformity with the format required under Ohio Revised Code Section 3735.671, in consideration of the mutual covenants contained herein and the benefit to be derived by the parties from the execution hereof, the parties agree as follows:

Project. Upon issuance of the necessary zoning and building approvals, the Section 1. Company agrees to remodel the existing building into approximately 6,300 square feet of residential space, consisting of 11 residential rental units, one of which will be handicap accessible, and approximately 1.100 square feet of office space to be used as the Company's headquarters on the Property (the "Improvements") at an estimated aggregate cost of \$780,756 to commence after the execution of this Agreement and to be completed no later than September 30, 2021; provided, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling shall be in compliance with applicable building code requirements and zoning regulations, as well as complying with the LEED Silver standards. The Company hereby represents that it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver standards. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "ADA"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "Contractual Minimum Accessibility Requirements" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

- Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 15 years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling, (B) the cost of remodeling, (C) the facts asserted in the application for exemption, (D) compliance with LEED standards identified in Section 1, and (E) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to vears in which taxes are billed. No exemption shall commence after tax year 2021 nor extend beyond the earlier of (i) tax year 2035 or (ii) the end of the fifteenth (15th) year of exemption.
- Section 3. <u>Use; Maintenance; Inspections</u>. The Company shall use the Property solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Property throughout the period of tax exemption authorized herein. The Company authorizes the Housing Officer, or the Housing Officer's designees, to enter upon the Property as reasonably required to perform property inspections in accordance with Ohio Revised Code Section 3735.68.
- Section 4. <u>Compliance with Board of Education Agreement</u>. As a condition of the tax exemption authorized under this Agreement, the Company agrees to enter into and comply with its obligation under the Board of Education Agreement.
- Section 5. <u>Duty of Company to Pay Taxes</u>. As required by Ohio Revised Code Section 3735.671(C)(2), the Company shall pay such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and continuing thereafter.
- Section 6. <u>Company Certifications Regarding Non-Delinquency of Tax Obligations.</u> As required by Ohio Revised Code Section 3735.671(C)(3), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.
- Section 7. <u>Covenant of Satisfaction of Tax and Other Obligations</u>. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) 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) the Company

authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company 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 Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

Section 8. <u>City Cooperation</u>. As required by Ohio Revised Code Section 3735.671(C)(4), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. <u>Continuation of Exemptions</u>. As provided in Ohio Revised Code Section 3735.671(C)(5), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

Section 10. <u>City Not Liable</u>. The Company acknowledges that the exemption authorized in this Agreement is subject to approval and implementation by the appropriate state and/or county taxing authorities. The Company acknowledges that the City does not give any guarantee or assurance that the exemption approved in this Agreement will be so approved, and the Company agrees that in no event shall the Company seek to hold the City liable in any way in the event such exemption is not granted or implemented.

#### Section 11. <u>Small Business Enterprise Program</u>. <sup>1</sup>

A. <u>Compliance with Small Business Enterprise Program.</u> The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in Cincinnati Municipal Code ("<u>CMC</u>") Section 323-1-S, "<u>SBEs</u>"). Pursuant to CMC Section 323-11, 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-C4), supplies (as such term is defined in CMC Section 323-1-S) and professional services (as such term is defined in CMC Section 323-1-P2). Accordingly, the Company 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. The Company may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. The Company shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:

- (i) Including qualified SBEs on solicitation lists.
- (ii) Assuring that SBEs are solicited whenever they are potential sources. The Company 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.
- (iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

<sup>&</sup>lt;sup>1</sup> Note: this section will be revised prior to execution due to programmatic changes being implemented by the Department of Community and Economic Development as a result of recent legislation passed by City Council.

- (iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.
- (v) Prior to the commencement of work under any subcontracts, the Company 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. The Company shall update the report monthly.
- (vi) The Company 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. Remedies for Noncompliance with Small Business Enterprise Program. Failure of the Company 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 the Company 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.
- Section 12. <u>Jobs</u>. The Company represents that, as of the date of the execution of this Agreement, the Company has no existing employment at the Property or in the State.

#### Section 13. Job Creation and Retention.

- A. <u>Jobs to be Created by Company</u>. The Company agrees to use its best efforts to create or cause to create (i) 8 full-time permanent jobs and (ii) 3 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with remodeling, and in the case of the other jobs described herein, the job creation period shall begin upon completion of remodeling and shall end three (3) years thereafter.
- B. <u>Company's Estimated Payroll Increase</u>. The above increase in the number of employees will result in approximately (i) \$444,000 of additional annual payroll with respect to the full-time permanent jobs and (ii) \$144,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.
- C. <u>Community Reinvestment Area Employment</u>. The Company shall (i) adopt hiring practices to ensure that at least twenty-five percent (25%) of the new employees shall be residents of the City of Cincinnati and (ii) give preference to residents of the City relative to residents of the State who do not reside in the City when hiring new employees under this Agreement.
- D. <u>Posting Available Employment Opportunities</u>. To the extent allowable by law, the Company shall use its best efforts to post available employment opportunities within the Company's organization or the organization of any subcontractor working with the Company with the Ohio Means Jobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-746-7200.
- Section 14. <u>Equal Employment Opportunity</u>. This Agreement is subject to the City's Equal Employment Opportunity Program contained in CMC Chapter 325. The Equal Employment Opportunity Clause in CMC Section 325-9 is incorporated by reference in this Agreement. The term "Company" is substituted for "Contractor" throughout CMC Section 325-9 in the context of this Agreement.
- Section 15. Compliance with Immigration and Nationality Act. In the performance of its obligations under this Agreement, the Company 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.

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

Section 17. <u>Annual Review and Report</u>. As required by Ohio Revised Code Sections 3735.671(C)(7) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive Review Council (the "<u>Annual Review and Report</u>"). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.

#### Section 18. Revocation.

Generally. Pursuant to Ohio Revised Code Section 3735.68, the housing officer shall make annual inspections of the properties within the community reinvestment area upon which are located structures or remodeling for which an exemption has been granted under Ohio Revised Code Section 3735.67. If the housing officer finds that the property has not been properly maintained or repaired due to the neglect of the Company, the housing officer may revoke the exemption at any time after the first year of exemption. If the Company has materially failed to fulfill its obligations under this Agreement, or if the owner is determined to have violated division (E) of that section (see Section 18(B) of this Agreement). City Council, subject to the terms of the agreement, may revoke the exemption at any time after the first year of exemption. The housing officer or City Council shall notify the county auditor and the Company that the tax exemption no longer applies. If the housing officer or legislative authority revokes a tax exemption, the housing officer shall send a report of the revocation to the community reinvestment area housing council and to the tax incentive review council established pursuant to section 3735.69 or 5709.85 of the Revised Code, containing a statement of the findings as to the maintenance and repair of the property, failure to fulfill obligations under the written agreement, or violation of division (E) of Ohio Revised Code Section 3735.671, and the reason for revoking the exemption.

B. <u>Prior Statutory Violations</u>. The Company represents and warrants to the City that it is not prohibited by Ohio Revised Code Section 3735.671(E) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(C)(9), exemptions from taxation granted or authorized under this Agreement shall be revoked if it is determined that the Company, any successor to the Company or any related member (as those terms are defined in division (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

#### Section 19. False Statements; Penalties; Material Representations.

- A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within thirty (30) days of written demand) and the Company shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Ohio Revised Code Section 9.66(C)(1). Amounts due and not paid under this Section 19 shall bear interest at the rate of twelve percent (12%) per year. Any person who provides a false statement to secure economic development assistance (as defined in Ohio Revised Code Section 9.66) may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six (6) months.
- B. Material Representations - Board of Education Agreement and VTICA. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement or VTICA Contribution shall constitute an event of default for purposes of Section 16 (Default) and the basis for revocation under Section 18 (Revocation). Subject to the terms of the VTICA, if the VTICA is unenforceable for reasons of infeasibility or otherwise, the Company shall enter into alternative arrangements providing for the economic equivalent of the VTICA Contribution. Such arrangements may include, but are not limited to, providing for the economic equivalent of the VTICA Contribution through formation of a special improvement district. For purposes of this Section 19.B. alternative arrangements must result in services substantially similar to those that would have been supported through the VTICA and at a value that is the economic equivalent of the VTICA Contribution, which value shall not be required to exceed the VTICA Contribution amount that would have been payable by the Company. Any determination of infeasibility or mechanism for providing alternative arrangements is subject to approval by the City at its sole discretion. Nothing in this Section 19.B shall operate to limit the City's enforcement authority under this Agreement including, without limitation, Section 16, Section 18, and Section 19.A.
- Section 20. <u>Conflict of Interest</u>. The Company covenants that, to the Company's knowledge, no employee of the City has any personal interest, direct or indirect, in any matters pertaining to the Project, and the Company agrees to take appropriate steps to prevent any employee of the City from obtaining any such interest throughout the term of this Agreement.
- Section 21. <u>Annual Fee.</u> As authorized by Ohio Revised Code Section 3735.671(D), the Company shall pay an annual fee of Five Hundred Dollars (\$500) or one percent (1%) of the annual taxes exempted under this Agreement, whichever is greater, but not to exceed Two Thousand, Five Hundred Dollars (\$2,500) per annum. This fee is due with submission of the information for Annual Review and Report by March 1 of each year.

Section 22. <u>Discontinued Operations</u>. As provided in Ohio Revised Code Section 3735.671(E), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in Section 1 hereof, then the Company, its successors, and any related member shall not enter into an agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

Section 23. <u>Notices</u>. Unless otherwise specified herein, each party shall address written notices, demands and communications in connection with this Agreement to the other party as follows (or to such other address as is communicated in accordance with this Section):

#### To the City:

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

#### To Builders:

Roost Builders LLC Attention: Sarah Kleiner 3125 Lookout Circle Cincinnati, Ohio 45208

#### To Properties:

Roost Properties LLC Attention: Sarah Kleiner 3125 Lookout Circle Cincinnati, Ohio 45208

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

Section 24. <u>Acknowledgment of City Participation</u>. The Company agrees to acknowledge the support of the City on construction signs, project and exhibition signage, and any publicity such as that appearing on the internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a Project partner, the Company shall use either the phrase "Project Assistance by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.

Section 25. <u>Entire Agreement</u>. This Agreement and the Exhibits attached hereto constitute the entire agreement between the City and the Company with respect to the subject matter herein, superseding any prior or contemporaneous agreement with respect thereto.

Section 26. <u>Governing Law</u>. This Agreement is entered into and is to be performed in the State. The City and the Company agree that the law of the State of Ohio shall govern the rights,

obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

- Section 27. <u>Waiver</u>. The City's waiver of any breach by the Company of any provision of this Agreement shall not constitute or operate as a waiver by the City of any other breach of such provision or of any other provisions, nor shall any failure or delay by the City to enforce any provision hereof operate as a waiver of such provision or of any other provision.
- Section 28. <u>Severability</u>. This Agreement shall be severable; if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.
- Section 29. <u>Amendment</u>. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.
- Section 30. <u>Non-Assignment</u>. As required by Ohio Revised Code Section 3735.671(C)(8), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement or VTICA in connection with the Property, the City shall not approve the assignment of this Agreement unless the assignee has assumed the Company's remaining obligations under the Board of Education Agreement and VTICA, as applicable. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement or VTICA upon transfer of the Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.
- Section 31. <u>Recording</u>. At its election, the City may record this Agreement at the City's expense in the Hamilton County Recorder's Office.
- Section 32. <u>Legislative Action Required</u>. As provided in Ohio Revised Code Section 3735.671(C)(10), the Company and the City acknowledge that this Agreement must be approved by formal action of the City Council of the City as a condition for this Agreement to take effect. Notwithstanding anything to the contrary herein, this Agreement shall take effect after the later of the date of such approval or the final date of execution of this Agreement by all parties.
- Section 33. <u>Additional Representations and Warranties of Company</u>. The Company represents and warrants that (a) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its obligations hereunder; (b) no notices to, or consents, authorizations or approvals of, any person are required (other than any already given or obtained) for its due execution, delivery and performance of this Agreement; and (c) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Company.
- Section 34. <u>Certification as to Non-Debarment</u>. The Company represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, the Company shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If the Company or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, the company shall be considered in default under this Agreement.
- Section 35. <u>Appeals.</u> Pursuant to Ohio Revised Code Section 3735.70, a person aggrieved under the Statute or this Agreement may appeal to the community reinvestment area housing council, which shall have the authority to overrule any decision of a housing officer. Appeals may be taken from a decision of the council to the court of common pleas of the county where the area is located.

Section 36. Wage Enforcement.

- (i) <u>Applicability</u>. Council passed Ordinance No. 22-2016 on February 3, 2016, which ordained Chapter 326 (Wage Enforcement) of the Cincinnati Municipal Code (the "<u>Wage Enforcement Chapter</u>"). The Wage Enforcement Chapter was then amended by Ordinance No. 96-2017, passed May 17, 2017. As amended, the Wage Enforcement Chapter imposes certain requirements upon persons entering into agreements with the City whereby the City provides an incentive or benefit that is projected to exceed \$25,000, as described more particularly in the Wage Enforcement Chapter. Cincinnati Municipal Code Section 326-5 requires that the language below be included in contracts subject to the Wage Enforcement Chapter.
- (ii) Required Contractual Language. Capitalized terms used, but not defined, in this clause (ii) have the meanings ascribed thereto in the Wage Enforcement Chapter.
- (a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.
- (b) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to include provisions in solicitations and contracts regarding a Development Site that all employers, Contractors or Subcontractors performing or proposing to perform work on a Development Site provide an initial sworn and notarized "Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee and, within 30 days of an Adverse Determination or Complaint of Wage Theft or Payroll Fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee.
- (c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City's request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.
- (d) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall include in its contracts with all Contractors language that requires the Contractors to provide the authorizations set forth in subsection (c) above and that further requires each Contractor to include in its contracts with Subcontractors those same obligations for each Subcontractor and each lower tier subcontractor.
- (e) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall post a conspicuous notice on the Development Site throughout the entire period work is being performed pursuant to the Agreement indicating that the work being performed is subject to Cincinnati Municipal Code Chapter 326, Wage Enforcement, as administered by the City of Cincinnati Department of Economic Inclusion. Such notice shall include contact information for the Department of Economic Inclusion as provided by the department.

- (f) Under the Wage Enforcement provisions, the City shall have the authority, under appropriate circumstances, to terminate this contract or to reduce the incentives or subsidies to be provided under this contract and to seek other remedies, including debarment.
- Section 37. <u>Legal Requirements</u>. In completing and operating the Project, the Company 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.
- Section 38. <u>Joint and Several</u>. The obligations and liability of Builders and Properties under this Agreement are joint and several. In dealing with said entities, the City shall be entitled to rely upon information, notices, documents and the like received by the City from only one of said entities to the same extent as if the same had been provided to the City by both entities.
- Section 39. <u>Counterparts and Electronic Signatures</u>. 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; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.

Remainder of this page intentionally left blank. Signature page follows.

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

CITY OF CINCINNATI, an Ohio municipal corporation	ROOST BUILDERS LLC, an Ohio limited liability company			
By: Paula Boggs Muething, Interim City Manager  Date:, 2020	By: Printed Name:  Title:, 2020  Authorized by resolution dated			
Approved as to Form:	ROOST PROPERTIES LLC, an Ohio limited liability company  By:  Printed Name:			
Assistant City Solicitor				
Certified Date:	Title:			
Fund/Code:	Date:, 2020			
Amount:	Authorized by resolution dated			
By: Karen Alder, City Finance Director				

#### **Exhibit A to CRA Agreement**

#### **LEGAL DESCRIPTION OF PROPERTY**

Situate in the City of Cincinnati, Hamilton County, Ohio and being known and described as being part of Lots 85 and 86 and the west one-half of Lot 87 of Charles and Lucinda C. Hewitt's First Subdivision of Lots in Section 2, Township 3, Fractional Range 2; Miami Purchase as recorded in Plat Book 6, page 134, Hamilton County, Ohio Plat Records, said parts of said lots together forming a lot fronting 50 feet on the east side of Fairfield Avenue and running back along the south line of Hewitt Avenue, 125 feet; being the southeast corner of Hewitt and Fairfield Avenues.

Property Address: 3244 Fairfield Avenue, Cincinnati, Ohio 45207

Auditor Parcel ID: 054-0004-0178-00

#### **Exhibit B to CRA Agreement**

#### **APPLICATION FOR TAX EXEMPTION**

TO BE ATTACHED

Contract No.	

## Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)

This Community Reinvestment Area Tax Exemption Agreement (this "<u>Agreement</u>") 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 "<u>City</u>"), ROOST BUILDERS LLC, an Ohio limited liability company ("<u>Builders</u>"), and ROOST PROPERTIES LLC, an Ohio limited liability company ("<u>Properties</u>" and collectively with Builders, the "<u>Company</u>").

#### Recitals:

- A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").
- B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.
- C. The Council of the City of Cincinnati has also passed Ordinance No. 275-2017 as of September 27, 2017, as amended by Ordinance No. 339-2018 passed on October 31, 2018 (the "Commercial Policy Ordinance"), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.
- D. Pursuant to the Commercial Policy Ordinance, a project that is constructed or remodeled to (1) Leadership in Energy and Environmental Design ("LEED") Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council), or (2) receives a (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the "Energy Petal" of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (such qualifying remodeling or construction is referred to, collectively, as "LBC" remodeling or construction), may qualify for a longer term and/or greater abatement.
- E. Builders is the sole owner of certain real property within the City, located at 3244 Fairfield Avenue, Cincinnati, Ohio 45207 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Builders intends to convey its fee title in the Property to Properties following the completion of the Project, as more fully described in Recital F. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.
- F. The Company has proposed the remodeling of a building located on the Property to LEED Silver standards, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"); provided that the appropriate development incentives are available to support the economic viability of the Project.

- G. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.
- H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.
- I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars (\$750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.
- J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- L. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- N. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- O. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- P. The Company acknowledges that the Evanston neighborhood is a rising neighborhood in need of resources for development, neighborhood improvements, amenities, and organizations oriented towards neighborhood services. The Company anticipates that future development, improvements, amenities and organizations will contribute to the quality and vitality of the neighborhood, therefore increasing the value of the Property and directly and indirectly contributing to the Project's success. The Project's success, in turn, will benefit the neighborhood. Although this feedback effect will promote the revitalization and redevelopment of the City, it could also impact the affordability of property in the area. Therefore, in support of the Evanston neighborhood and with the intention of preserving and improving the availability of quality, reliable

affordable housing on a City-wide basis, as a material inducement to the City to enter into this Agreement, the Company hereby represents to the City that it will enter into a voluntary tax incentive contribution agreement ("VTICA") with a City-designated third-party non-profit administrative organization (the "Third-Party Administrator") to contribute to the Third-Party Administrator an amount equal to seven percent (7%) of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"). Half of such VTICA Contribution is to be committed by the Third-Party Administrator to facilitate permanent improvements and neighborhood services furthering urban redevelopment in the Evanston neighborhood and the other half of such VTICA Contribution is to be committed by the Third-Party Administrator in supporting quality affordable housing on a Citywide basis. The Company hereby represents and warrants that it will pay the VTICA Contribution for the full term of the abatement.

Q.	This Agreement has	s been authorized by Ordinance	No2020	), passed by	Cincinnati	City
	Council on	, 2020.				

R. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

NOW, THEREFORE, pursuant to Ohio Revised Code Section 3735.67(A) and in conformity with the format required under Ohio Revised Code Section 3735.671, in consideration of the mutual covenants contained herein and the benefit to be derived by the parties from the execution hereof, the parties agree as follows:

Project. Upon issuance of the necessary zoning and building approvals, the Section 1. Company agrees to remodel the existing building into approximately 6,300 square feet of residential space, consisting of 11 residential rental units, one of which will be handicap accessible, and approximately 1,100 square feet of office space to be used as the Company's headquarters on the Property (the "Improvements") at an estimated aggregate cost of \$780,756 to commence after the execution of this Agreement and to be completed no later than September 30, 2021; provided, however. that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling shall be in compliance with applicable building code requirements and zoning regulations, as well as complying with the LEED Silver standards. The Company hereby represents that it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver standards. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "ADA"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "Contractual Minimum Accessibility Requirements" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

- Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 15 years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling, (B) the cost of remodeling, (C) the facts asserted in the application for exemption, (D) compliance with LEED standards identified in Section 1, and (E) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2021 nor extend beyond the earlier of (i) tax year 2035 or (ii) the end of the fifteenth (15th) year of exemption.
- Section 3. <u>Use: Maintenance: Inspections</u>. The Company shall use the Property solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Property throughout the period of tax exemption authorized herein. The Company authorizes the Housing Officer, or the Housing Officer's designees, to enter upon the Property as reasonably required to perform property inspections in accordance with Ohio Revised Code Section 3735.68.
- Section 4. <u>Compliance with Board of Education Agreement</u>. As a condition of the tax exemption authorized under this Agreement, the Company agrees to enter into and comply with its obligation under the Board of Education Agreement.
- Section 5. <u>Duty of Company to Pay Taxes</u>. As required by Ohio Revised Code Section 3735.671(C)(2), the Company shall pay such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and continuing thereafter.
- Section 6. <u>Company Certifications Regarding Non-Delinquency of Tax Obligations.</u> As required by Ohio Revised Code Section 3735.671(C)(3), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.
- Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) 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) the Company

authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company 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 Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

Section 8. <u>City Cooperation</u>. As required by Ohio Revised Code Section 3735.671(C)(4), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. <u>Continuation of Exemptions</u>. As provided in Ohio Revised Code Section 3735.671(C)(5), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

Section 10. <u>City Not Liable</u>. The Company acknowledges that the exemption authorized in this Agreement is subject to approval and implementation by the appropriate state and/or county taxing authorities. The Company acknowledges that the City does not give any guarantee or assurance that the exemption approved in this Agreement will be so approved, and the Company agrees that in no event shall the Company seek to hold the City liable in any way in the event such exemption is not granted or implemented.

#### Section 11. <u>Small Business Enterprise Program</u>. <sup>1</sup>

A. <u>Compliance with Small Business Enterprise Program.</u> The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in Cincinnati Municipal Code ("<u>CMC</u>") Section 323-1-S, "<u>SBEs</u>"). Pursuant to CMC Section 323-11, 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-C4), supplies (as such term is defined in CMC Section 323-1-S) and professional services (as such term is defined in CMC Section 323-1-P2). Accordingly, the Company 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. The Company may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. The Company shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:

- (i) Including qualified SBEs on solicitation lists.
- (ii) Assuring that SBEs are solicited whenever they are potential sources. The Company 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.
- (iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

<sup>&</sup>lt;sup>1</sup> Note: this section will be revised prior to execution due to programmatic changes being implemented by the Department of Community and Economic Development as a result of recent legislation passed by City Council.

- (iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.
- (v) Prior to the commencement of work under any subcontracts, the Company 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. The Company shall update the report monthly.
- (vi) The Company 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. Remedies for Noncompliance with Small Business Enterprise Program. Failure of the Company 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 the Company 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.
- Section 12. <u>Jobs</u>. The Company represents that, as of the date of the execution of this Agreement, the Company has no existing employment at the Property or in the State.

#### Section 13. Job Creation and Retention.

- A. <u>Jobs to be Created by Company</u>. The Company agrees to use its best efforts to create or cause to create (i) 8 full-time permanent jobs and (ii) 3 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with remodeling, and in the case of the other jobs described herein, the job creation period shall begin upon completion of remodeling and shall end three (3) years thereafter.
- B. <u>Company's Estimated Payroll Increase</u>. The above increase in the number of employees will result in approximately (i) \$444,000 of additional annual payroll with respect to the full-time permanent jobs and (ii) \$144,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.
- C. <u>Community Reinvestment Area Employment</u>. The Company shall (i) adopt hiring practices to ensure that at least twenty-five percent (25%) of the new employees shall be residents of the City of Cincinnati and (ii) give preference to residents of the City relative to residents of the State who do not reside in the City when hiring new employees under this Agreement.
- D. <u>Posting Available Employment Opportunities</u>. To the extent allowable by law, the Company shall use its best efforts to post available employment opportunities within the Company's organization or the organization of any subcontractor working with the Company with the Ohio Means Jobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-746-7200.
- Section 14. <u>Equal Employment Opportunity</u>. This Agreement is subject to the City's Equal Employment Opportunity Program contained in CMC Chapter 325. The Equal Employment Opportunity Clause in CMC Section 325-9 is incorporated by reference in this Agreement. The term "Company" is substituted for "Contractor" throughout CMC Section 325-9 in the context of this Agreement.
- Section 15. Compliance with Immigration and Nationality Act. In the performance of its obligations under this Agreement, the Company 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.

Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Section 16. Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

Section 17. <u>Annual Review and Report</u>. As required by Ohio Revised Code Sections 3735.671(C)(7) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive Review Council (the "<u>Annual Review and Report</u>"). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.

#### Section 18. Revocation.

Generally. Pursuant to Ohio Revised Code Section 3735.68, the housing officer shall make annual inspections of the properties within the community reinvestment area upon which are located structures or remodeling for which an exemption has been granted under Ohio Revised Code Section 3735.67. If the housing officer finds that the property has not been properly maintained or repaired due to the neglect of the Company, the housing officer may revoke the exemption at any time after the first year of exemption. If the Company has materially failed to fulfill its obligations under this Agreement, or if the owner is determined to have violated division (E) of that section (see Section 18(B) of this Agreement), City Council, subject to the terms of the agreement, may revoke the exemption at any time after the first year of exemption. The housing officer or City Council shall notify the county auditor and the Company that the tax exemption no longer applies. If the housing officer or legislative authority revokes a tax exemption, the housing officer shall send a report of the revocation to the community reinvestment area housing council and to the tax incentive review council established pursuant to section 3735.69 or 5709.85 of the Revised Code, containing a statement of the findings as to the maintenance and repair of the property, failure to fulfill obligations under the written agreement, or violation of division (E) of Ohio Revised Code Section 3735.671, and the reason for revoking the exemption.

B. <u>Prior Statutory Violations</u>. The Company represents and warrants to the City that it is not prohibited by Ohio Revised Code Section 3735.671(E) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(C)(9), exemptions from taxation granted or authorized under this Agreement shall be revoked if it is determined that the Company, any successor to the Company or any related member (as those terms are defined in division (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

#### Section 19. False Statements; Penalties; Material Representations.

- A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within thirty (30) days of written demand) and the Company shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Ohio Revised Code Section 9.66(C)(1). Amounts due and not paid under this Section 19 shall bear interest at the rate of twelve percent (12%) per year. Any person who provides a false statement to secure economic development assistance (as defined in Ohio Revised Code Section 9.66) may be guilty of falsification, a misdemeanor of the first degree. pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six (6) months.
- Material Representations Board of Education Agreement and VTICA. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement or VTICA Contribution shall constitute an event of default for purposes of Section 16 (Default) and the basis for revocation under Section 18 (Revocation). Subject to the terms of the VTICA, if the VTICA is unenforceable for reasons of infeasibility or otherwise, the Company shall enter into alternative arrangements providing for the economic equivalent of the VTICA Contribution. Such arrangements may include, but are not limited to, providing for the economic equivalent of the VTICA Contribution through formation of a special improvement district. For purposes of this Section 19.B, alternative arrangements must result in services substantially similar to those that would have been supported through the VTICA and at a value that is the economic equivalent of the VTICA Contribution, which value shall not be required to exceed the VTICA Contribution amount that would have been payable by the Company. Any determination of infeasibility or mechanism for providing alternative arrangements is subject to approval by the City at its sole discretion. Nothing in this Section 19.B shall operate to limit the City's enforcement authority under this Agreement including, without limitation, Section 16, Section 18, and Section 19.A.
- Section 20. <u>Conflict of Interest</u>. The Company covenants that, to the Company's knowledge, no employee of the City has any personal interest, direct or indirect, in any matters pertaining to the Project, and the Company agrees to take appropriate steps to prevent any employee of the City from obtaining any such interest throughout the term of this Agreement.
- Section 21. <u>Annual Fee.</u> As authorized by Ohio Revised Code Section 3735.671(D), the Company shall pay an annual fee of Five Hundred Dollars (\$500) or one percent (1%) of the annual taxes exempted under this Agreement, whichever is greater, but not to exceed Two Thousand, Five Hundred Dollars (\$2,500) per annum. This fee is due with submission of the information for Annual Review and Report by March 1 of each year.

Section 22. <u>Discontinued Operations</u>. As provided in Ohio Revised Code Section 3735.671(E), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in Section 1 hereof, then the Company, its successors, and any related member shall not enter into an agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

Section 23. <u>Notices</u>. Unless otherwise specified herein, each party shall address written notices, demands and communications in connection with this Agreement to the other party as follows (or to such other address as is communicated in accordance with this Section):

#### To the City:

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

#### To Builders:

Roost Builders LLC Attention: Sarah Kleiner 3125 Lookout Circle Cincinnati, Ohio 45208

#### To Properties:

Roost Properties LLC Attention: Sarah Kleiner 3125 Lookout Circle Cincinnati, Ohio 45208

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

Section 24. <u>Acknowledgment of City Participation</u>. The Company agrees to acknowledge the support of the City on construction signs, project and exhibition signage, and any publicity such as that appearing on the internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a Project partner, the Company shall use either the phrase "Project Assistance by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.

Section 25. <u>Entire Agreement</u>. This Agreement and the Exhibits attached hereto constitute the entire agreement between the City and the Company with respect to the subject matter herein, superseding any prior or contemporaneous agreement with respect thereto.

Section 26. <u>Governing Law</u>. This Agreement is entered into and is to be performed in the State. The City and the Company agree that the law of the State of Ohio shall govern the rights,

obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

- Section 27. <u>Waiver</u>. The City's waiver of any breach by the Company of any provision of this Agreement shall not constitute or operate as a waiver by the City of any other breach of such provision or of any other provisions, nor shall any failure or delay by the City to enforce any provision hereof operate as a waiver of such provision or of any other provision.
- Section 28. <u>Severability</u>. This Agreement shall be severable; if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.
- Section 29. <u>Amendment</u>. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.
- Section 30. <u>Non-Assignment</u>. As required by Ohio Revised Code Section 3735.671(C)(8), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement or VTICA in connection with the Property, the City shall not approve the assignment of this Agreement unless the assignee has assumed the Company's remaining obligations under the Board of Education Agreement and VTICA, as applicable. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement or VTICA upon transfer of the Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.
- Section 31. <u>Recording</u>. At its election, the City may record this Agreement at the City's expense in the Hamilton County Recorder's Office.
- Section 32. <u>Legislative Action Required</u>. As provided in Ohio Revised Code Section 3735.671(C)(10), the Company and the City acknowledge that this Agreement must be approved by formal action of the City Council of the City as a condition for this Agreement to take effect. Notwithstanding anything to the contrary herein, this Agreement shall take effect after the later of the date of such approval or the final date of execution of this Agreement by all parties.
- Section 33. <u>Additional Representations and Warranties of Company</u>. The Company represents and warrants that (a) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its obligations hereunder; (b) no notices to, or consents, authorizations or approvals of, any person are required (other than any already given or obtained) for its due execution, delivery and performance of this Agreement; and (c) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Company.
- Section 34. <u>Certification as to Non-Debarment</u>. The Company represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, the Company shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If the Company or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, the company shall be considered in default under this Agreement.
- Section 35. <u>Appeals</u>. Pursuant to Ohio Revised Code Section 3735.70, a person aggrieved under the Statute or this Agreement may appeal to the community reinvestment area housing council, which shall have the authority to overrule any decision of a housing officer. Appeals may be taken from a decision of the council to the court of common pleas of the county where the area is located.

#### Section 36. Wage Enforcement.

- (i) <u>Applicability</u>. Council passed Ordinance No. 22-2016 on February 3, 2016, which ordained Chapter 326 (Wage Enforcement) of the Cincinnati Municipal Code (the "<u>Wage Enforcement Chapter</u>"). The Wage Enforcement Chapter was then amended by Ordinance No. 96-2017, passed May 17, 2017. As amended, the Wage Enforcement Chapter imposes certain requirements upon persons entering into agreements with the City whereby the City provides an incentive or benefit that is projected to exceed \$25,000, as described more particularly in the Wage Enforcement Chapter. Cincinnati Municipal Code Section 326-5 requires that the language below be included in contracts subject to the Wage Enforcement Chapter.
- (ii) <u>Required Contractual Language</u>. Capitalized terms used, but not defined, in this clause (ii) have the meanings ascribed thereto in the Wage Enforcement Chapter.
- (a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.
- (b) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to include provisions in solicitations and contracts regarding a Development Site that all employers, Contractors or Subcontractors performing or proposing to perform work on a Development Site provide an initial sworn and notarized "Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee and, within 30 days of an Adverse Determination or Complaint of Wage Theft or Payroll Fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee.
- (c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City's request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.
- (d) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall include in its contracts with all Contractors language that requires the Contractors to provide the authorizations set forth in subsection (c) above and that further requires each Contractor to include in its contracts with Subcontractors those same obligations for each Subcontractor and each lower tier subcontractor.
- (e) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall post a conspicuous notice on the Development Site throughout the entire period work is being performed pursuant to the Agreement indicating that the work being performed is subject to Cincinnati Municipal Code Chapter 326, Wage Enforcement, as administered by the City of Cincinnati Department of Economic Inclusion. Such notice shall include contact information for the Department of Economic Inclusion as provided by the department.

- (f) Under the Wage Enforcement provisions, the City shall have the authority, under appropriate circumstances, to terminate this contract or to reduce the incentives or subsidies to be provided under this contract and to seek other remedies, including debarment.
- Section 37. <u>Legal Requirements</u>. In completing and operating the Project, the Company 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.
- Section 38. <u>Joint and Several</u>. The obligations and liability of Builders and Properties under this Agreement are joint and several. In dealing with said entities, the City shall be entitled to rely upon information, notices, documents and the like received by the City from only one of said entities to the same extent as if the same had been provided to the City by both entities.
- Section 39. <u>Counterparts and Electronic Signatures</u>. 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; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.

Remainder of this page intentionally left blank. Signature page follows.

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

an Ohio municipal corporation	ROOST BUILDERS LLC, an Ohio limited liability company				
By: Paula Boggs Muething, Interim City Manager  Date:, 2020	By: Printed Name:  Title:, 2020  Authorized by resolution dated				
Approved as to Form:	ROOST PROPERTIES LLC, an Ohio limited liability company				
Assistant Oir Out it is	Ву:				
Assistant City Solicitor	Printed Name:				
Certified Date:	Title:				
Fund/Code:	Date:, 2020				
Amount:	Authorized by resolution dated				
By: Karen Alder, City Finance Director					

#### **Exhibit A to CRA Agreement**

#### LEGAL DESCRIPTION OF PROPERTY

Situate in the City of Cincinnati, Hamilton County, Ohio and being known and described as being part of Lots 85 and 86 and the west one-half of Lot 87 of Charles and Lucinda C. Hewitt's First Subdivision of Lots in Section 2, Township 3, Fractional Range 2; Miami Purchase as recorded in Plat Book 6, page 134, Hamilton County, Ohio Plat Records, said parts of said lots together forming a lot fronting 50 feet on the east side of Fairfield Avenue and running back along the south line of Hewitt Avenue, 125 feet; being the southeast corner of Hewitt and Fairfield Avenues.

Property Address: 3244 Fairfield Avenue, Cincinnati, Ohio 45207

Auditor Parcel ID: 054-0004-0178-00

## **Exhibit B to CRA Agreement**

### APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED



August 3, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: LEED-CRA COMMERCIAL TAX EXEMPTION FOR 2600

APARTMENT, LLC

Attached is an Emergency Ordinance captioned as follows:

APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with 2600 Apartments LLC, an affiliate of Uptown Rental Properties LLC, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 2600, 2604, 2622, and 2624-2632 Short Vine Street and 4 E. Corry Street in the Corryville neighborhood of Cincinnati, in connection with the construction of approximately 2,128 square feet of commercial space and approximately 33,606 square feet of residential space, containing 27 rental units including one affordable unit, which Error! Reference source not found. shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total Error! Reference source not found. cost of approximately \$6,357,217.

#### **BACKGROUND/CURRENT CONDITIONS**

2600 Apartments, LLC (an affiliate of Uptown Rental Properties) is proposing a split site project along the 2600 Block of Short Vine Street in the Corryville neighborhood. The properties include 2600, 2604, 2622, and 2624-2632 Short Vine ("Property"). 2600-2604 is currently a vacant lot located at the southeast corner of Short Vine Street and East Corry Street. 2622-2632 is a blighted building that has sat vacant for over a decade. This two-story building is one of the last remaining blighted properties in the revitalized Corryville business district.

#### **DEVELOPER INFORMATION**

LEED-CRA Commercial Tax Exemption 2600 Apartments, LLC Page 2 of 3

2600 Apartments, LLC is an affiliate of Uptown Rental Properties. Uptown Rental Properties has over 25-years of development, construction, and property management experience. Their primary focus has been the revitalization of the Corryville and Mt. Auburn neighborhoods. The developer has continued to value strong partnership with the City and communities in which they work.

#### PROJECT DESCRIPTION

The Developer intends to invest a total of approximately \$7,908,196 to acquire, demolish, and construct new one residential and one mixed-use building to LEED Silver standards ("Project"). The project will include approximately 27 apartments units with a combination of 1 to 5 bedrooms. Rents range from \$1,325-\$2,950. The developer as agreed to keep 1 unit at 80% AMI and not more than one-third of the occupant's income for the duration of the abatement.

The commercial storefront space is intended for a restaurant space that will create two (2) FTEs with an annual payroll of \$90,000. The project will also create forty (40) temporary construction FTEs at a total payroll of \$1,920,000.

In addition to creating jobs and housing, the development will remove activate two the few remaining blighted and/or vacant properties in the Corryville business district.

The Project and the proposed incentive supports the following 'Compete' and 'Live' items within *Plan Cincinnati*: Encourage "small and medium-sized local businesses to locate within centers of activity to help businesses grow and neighborhoods revitalize" ('Compete,' p. 116) and "provide a full spectrum of housing options, and improve housing quality and affordability" ('Live,' p. 164).

#### PROPOSED INCENTIVE

DCED is recommending a net 67% commercial tax abatement for a 15-year term.

Under the current tax abatement scorecard established by City Council, the Project would score 2 points based on achieving LEED Silver certification. However, for the below reasons, DCED considers the project to be an Undercapitalized Project in accordance with Section 3(c) of Ordinance No. 275-2017, as amended, pursuant to City Council's Commercial CRA policy, and so the recommendation is to provide the net 67% abatement notwithstanding the points determination.

The Project would not generate sufficient cash flow for the Developer to make the necessary investment without a net 67%, 15-year tax abatement. DCED wishes to encourage developers to undertake such difficult developments that create more and better housing units, including affordable units in keeping with the findings of the Balanced Development Report (Item #201901733), more specifically the City's lack of new housing supply relative to housing demand. The Project also benefits a neighborhood in need of many more jobs and quality housing units. The construction

of these buildings will enhance the community of Corryville and transform a blighted property. For these reasons, an exception to the points determination is warranted.

SUMMARY	
Forgone Public Benefit if Project Does not Proceed	
CPS PILOT (Forgone New Revenue)	(\$642,210)
VTICA (Forgone New Revenue)	\$0
Income Tax (Forgone New Revenue)	(\$68,670)
Total Public Benefit Lost	(\$710,880)
Incentive Value	
Annual Net Incentive to Developer	\$86,925
Total Term Incentive to Developer	\$1,303,880
City's Portion of Property Taxes Forgone	\$251,165
Public Benefit	
CPS PILOT	
Annual CPS Pilot	\$42,814
Total Term CPS PILOT	\$642,210
VTICA	
Annual VTICA	\$0
Total Term VTICA	\$0
Income Tax (Max)	\$68,670
Total Public Benefit (CPS PILOT/VTICA /Income Tax)	\$710,880
Total Public Benefit ROI*	\$0.55
City's ROI*	\$2.83

### **RECOMMENDATION**

The Administration recommends approval of this Emergency Ordinance.

Attachment: A. Property location and photographs

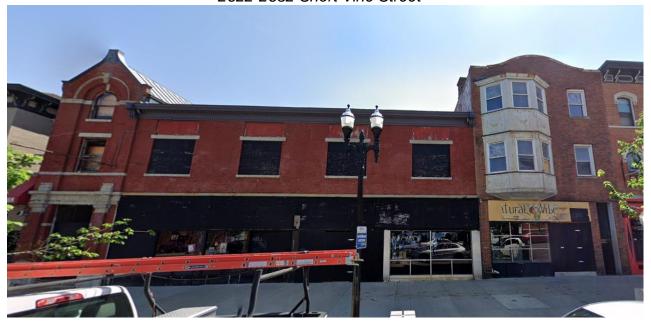
Copy: Markiea Carter, Interim Director, Department of Community & Economic Development

## **Attachment A: Property Location and Photographs**

## Property location



2622-2632 Short Vine Street



#### EMERGENCY

# City of Cincinnati

KMG BWG

## An Ordinance No.

2020

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with 2600 Apartments LLC, an affiliate of Uptown Rental Properties LLC, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 2600, 2604, 2622, and 2624-2632 Short Vine Street and 4 E. Corry Street in the Corryville neighborhood of Cincinnati, in connection with the construction of approximately 2,128 square feet of commercial space and approximately 33,606 square feet of residential space, containing 27 rental units including one affordable unit, which construction shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total construction cost of approximately \$6,357,217.

WHEREAS, to encourage the development of real property and the acquisition of personal property, the Council of the City of Cincinnati by Ordinance No. 274-2017 passed on September 27, 2017, designated the area within the corporate boundaries of the City of Cincinnati as a "Community Reinvestment Area" pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute"); and

WHEREAS, Ordinance No. 275-2017 passed by this Council on September 27, 2017, as amended by Ordinance No. 339-2018, passed by this Council on October 31, 2018 (the "Commercial Policy Ordinance"), sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area; and

WHEREAS, to encourage the development of real property in a more environmentally-friendly manner, the Commercial Policy Ordinance incentivizes: (i) construction and remodeling to Leadership in Energy and Environmental Design ("LEED") standards (as defined by the U.S. Green Building Council); and (ii) construction and remodeling that obtains (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the "Energy Petal" of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (collectively, "LBC" standards), all pursuant to the Statute; and

WHEREAS, effective October 23, 2017, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute; and

WHEREAS, 2600 Apartments LLC, an affiliate of Uptown Rental Properties LLC (the "Company") desires to construct approximately 2,128 square feet of commercial space and approximately 33,606 square feet of residential space, containing 27 rental units including one affordable unit, on real property at 2600, 2604, 2622, and 2624-2632 Short Vine Street and 4 E. Corry Street located within the corporate boundaries of the City of Cincinnati, to LEED or LBC standards (the "Improvements"), provided that the appropriate development incentives are available to support the economic viability of the Improvements; and

WHEREAS, to provide an appropriate development incentive for the Improvements, the City Manager has recommended a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge), in substantially the form of Attachment A to this ordinance, to authorize a real property tax exemption for the Improvements in accordance with the Statute; and

WHEREAS, the property is located within the Cincinnati City School District of the City of Cincinnati; and

WHEREAS, the Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020 (as may be amended, the "Board of Education Agreement"), has approved exemptions of up to 100% of Community Reinvestment Area projects, waived advance notice and the right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects; and

WHEREAS, pursuant to the Board of Education Agreement, the Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to 33% of the exempt real property taxes; and

WHEREAS, the Improvements do not involve relocation of part or all of the Company's operations from another county or municipal corporation in Ohio or, if there is relocation, notice has been given per ORC 3735.673; now, therefore,

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

Section 1. That Council approves a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with 2600 Apartments LLC, an affiliate of Uptown Rental Properties LLC (the "Agreement"), thereby authorizing a 15-year tax exemption for 100% of the assessed value of improvements to be made to real property located at 2600, 2604, 2622, and 2624-2632 Short Vine Street and 4 E. Corry Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the construction of approximately 2,128 square feet of commercial space and approximately 33,606 square feet of residential space,

containing 27 rental units including one affordable unit, to be constructed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council) or Living Building Challenge standards (as described in the Agreement and as determined by the International Living Future Institute and the Cascadia Green Building Council, as applicable) at a total construction cost of approximately \$6,357,217.

Section 2. That Council authorizes the City Manager:

- (i) to execute the Agreement on behalf of the City in substantially the form of Attachment A to this ordinance; and
- (ii) to forward on behalf of Council a copy of the Agreement, within fifteen (15) days after execution, to the Director of the Ohio Development Services Agency in accordance with Ohio Revised Code Section 3735.671(F); and
- (iii) to submit on behalf of Council annual reports on the Agreement to the Director of the Ohio Development Services Agency and to the Board of Education of the Cincinnati City School District of the City of Cincinnati, in accordance with Ohio Revised Code Section 3735.672; and
- (iv) to take all necessary and proper actions to fulfill the City's obligations under 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 the immediate need to allow the construction described in this ordinance and the corresponding revitalization of the City of Cincinnati and the benefits to the City's economic welfare to begin at the earliest possible time.

Passed:		, 2020	
			John Cranley, Mayor
Attest:			
	Clark		

### Attachment A to Ordinance

# Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)

SEE ATTACHED

Contract No.	

## Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)

This Community Reinvestment Area Tax Exemption 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 2600 APARTMENTS LLC, an Ohio limited liability company and affiliate of Uptown Rental Properties LLC (the "Company").

#### Recitals:

- A. The City and the Company are parties to a certain *Property Sale and Development Agreement* dated [\_\_\_\_], 2020 (the "<u>Development Agreement</u>"). Pursuant to the Development Agreement, the City agreed convey a portion of the Property (as defined below) to the Company in support of the Project (as defined below).
- B. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").
- C. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.
- D. The Council of the City of Cincinnati has also passed Ordinance No. 275-2017 as of September 27, 2017, as amended by Ordinance No. 339-2018 passed on October 31, 2018 (the "Commercial Policy Ordinance"), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.
- E. Pursuant to the Commercial Policy Ordinance, a project that is constructed or remodeled to (1) Leadership in Energy and Environmental Design ("LEED") Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council), or (2) receives a (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the "Energy Petal" of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (such qualifying remodeling or construction is referred to, collectively, as "LBC" remodeling or construction), may qualify for a longer term and/or greater abatement.
- F. The Company is the sole owner of certain real property within the City, located at 2600, 2604, 2622, and 2624-2632 Short Vine Street and 4 E. Corry Street, Cincinnati, Ohio 45219 (the "Property"), as further described in <a href="Exhibit A">Exhibit A</a> (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.

- G. The Company has proposed the construction of a building located on the Property to LBC standards or LEED Silver, Gold or Platinum standards, as defined by the U.S. Green Building Council, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"); provided that the appropriate development incentives are available to support the economic viability of the Project.
- H. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.
- I. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.
- J. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars (\$750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.
- K. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- L. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- M. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- N. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- O. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- P. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- Q. The Company acknowledges that the Corryville neighborhood of Cincinnati is in need o assistance in creating and maintaining affordable housing. Therefore, the Company represents and warrants to the City that it will for the term of the abatement pursuant to this Agreement lease at least one unit at the Property to individuals with gross household income at or below 80% of

the Area Median Income ("AMI") as determined annually by the U.S. Department of Housing and Urban Development (the "Affordable Unit"), and individuals residing in such Affordable Unit shall pay no more than 30% of their annual household income for rent and utilities.

- R. This Agreement has been authorized by Ordinance No. \_\_\_\_\_-2020, passed by Cincinnati City Council on \_\_\_\_\_\_, 2020.
- S. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the Affordable Unit, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

NOW, THEREFORE, pursuant to Ohio Revised Code Section 3735.67(A) and in conformity with the format required under Ohio Revised Code Section 3735.671, in consideration of the mutual covenants contained herein and the benefit to be derived by the parties from the execution hereof, the parties agree as follows:

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to construct approximately 2,128 square feet of commercial space and approximately 33,606 square feet of residential space, containing 27 rental units including the Affordable Unit, on the Property (the "Improvements") at an estimated aggregate cost of \$6,357,217 to commence after the execution of this Agreement and to be completed no later than June 30, 2022; provided, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The construction shall be in compliance with applicable building code and zoning regulations, as well as complying with LBC standards or LEED Silver. Gold or Platinum standards, as defined by the U.S. Green Building Council. The Company hereby represents that either or both of the following clauses (a) and (b) are true: (a) it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver, Gold or Platinum standards, or (b) it has registered with the International Living Future Institute and/or the Cascadia Green Building Council with intent to certify compliance with LBC standards. In addition to the foregoing. (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "ADA"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "Contractual Minimum Accessibility Requirements" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 15 years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer and with

such application, submit evidence of the Company's leasing of the Affordable Unit. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of construction, (B) the cost of construction, (C) the facts asserted in the application for exemption, (D) compliance with LBC standards or LEED Silver, Gold or Platinum standards, as defined by the U.S. Green Building Council, and (E) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the construction has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2022 nor extend beyond the earlier of (i) tax year 2036 or (ii) the end of the 15th year of exemption.

- Section 3. <u>Use; Maintenance; Inspections</u>. The Company shall use the Property solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Property throughout the period of tax exemption authorized herein. The Company authorizes the Housing Officer, or the Housing Officer's designees, to enter upon the Property as reasonably required to perform property inspections in accordance with Ohio Revised Code Section 3735.68.
- Section 4. <u>Compliance with Board of Education Agreement; Compliance with Development Agreement.</u> As a condition of the tax exemption authorized under this Agreement, the Company agrees to (a) enter into and comply with its obligation under the Board of Education Agreement and (b) comply with the terms and conditions of the Development Agreement.
- Section 5. <u>Duty of Company to Pay Taxes</u>. As required by Ohio Revised Code Section 3735.671(C)(2), the Company shall pay such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and continuing thereafter.
- Section 6. <u>Company Certifications Regarding Non-Delinquency of Tax Obligations.</u> As required by Ohio Revised Code Section 3735.671(C)(3), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.
- Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) 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) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company 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 Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

Section 8. <u>City Cooperation</u>. As required by Ohio Revised Code Section 3735.671(C)(4), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. <u>Continuation of Exemptions</u>. As provided in Ohio Revised Code Section 3735.671(C)(5), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

Section 10. <u>City Not Liable</u>. The Company acknowledges that the exemption authorized in this Agreement is subject to approval and implementation by the appropriate state and/or county taxing authorities. The Company acknowledges that the City does not give any guarantee or assurance that the exemption approved in this Agreement will be so approved, and the Company agrees that in no event shall the Company seek to hold the City liable in any way in the event such exemption is not granted or implemented.

#### Section 11. <u>Small Business Enterprise Program</u>. <sup>1</sup>

A. <u>Compliance with Small Business Enterprise Program</u>. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in Cincinnati Municipal Code ("CMC") Section 323-1-S, "SBEs"). Pursuant to CMC Section 323-11, 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-C4), supplies (as such term is defined in CMC Section 323-1-S) and professional services (as such term is defined in CMC Section 323-1-P2). Accordingly, the Company 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. The Company may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. The Company shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:

- (i) Including qualified SBEs on solicitation lists.
- (ii) Assuring that SBEs are solicited whenever they are potential sources. The Company 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.
- (iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.
- (iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.
- (v) Prior to the commencement of work under any subcontracts, the Company shall provide to the City a list of such subcontractors, including information as

<sup>&</sup>lt;sup>1</sup> Note: this section will be revised prior to execution due to programmatic changes being implemented by the Department of Community and Economic Development as a result of recent legislation passed by City Council.

to the dollar amount of the subcontracts and such other information as may be requested by the City. The Company shall update the report monthly.

- (vi) The Company 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. Remedies for Noncompliance with Small Business Enterprise Program. Failure of the Company 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 the Company 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.
- Section 12. <u>Jobs</u>. The Company represents that, as of the date of the execution of this Agreement, the Company has no existing employment at the Property or in the State.

#### Section 13. Job Creation and Retention.

- A. <u>Jobs to be Created by Company</u>. The Company agrees to use its best efforts to create (i) two full-time permanent jobs and (ii) 40 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with construction, and in the case of the other jobs described herein, the job creation period shall begin upon completion of construction and shall end three (3) years thereafter.
- B. <u>Company's Estimated Payroll Increase</u>. The Company's increase in the number of employees will result in approximately (i) \$90,000 of additional annual payroll with respect to the full-time permanent jobs and (ii) \$1,920,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.
- C. <u>Community Reinvestment Area Employment</u>. The Company shall (i) adopt hiring practices to ensure that at least twenty-five percent (25%) of the new employees shall be residents of the City of Cincinnati and (ii) give preference to residents of the City relative to residents of the State who do not reside in the City when hiring new employees under this Agreement.
- D. <u>Posting Available Employment Opportunities</u>. To the extent allowable by law, the Company shall use its best efforts to post available employment opportunities within the Company's organization or the organization of any subcontractor working with the Company with the Ohio Means Jobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-746-7200.
- Section 14. <u>Equal Employment Opportunity</u>. This Agreement is subject to the City's Equal Employment Opportunity Program contained in CMC Chapter 325. The Equal Employment Opportunity Clause in CMC Section 325-9 is incorporated by reference in this Agreement. The term "Company" is substituted for "Contractor" throughout CMC Section 325-9 in the context of this Agreement.
- Section 15. <u>Compliance with Immigration and Nationality Act</u>. In the performance of its obligations under this Agreement, the Company 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.

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement (including, without limitation, its obligation to comply with the Development Agreement), or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

#### Section 17. Annual Review and Report

- A. <u>Generally</u>. As required by Ohio Revised Code Sections 3735.671(C)(7) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive Review Council (the "<u>Annual Review and Report</u>"). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.
- B. <u>Affordable Unit Reporting.</u> As part of the Company's submission of the Annual Review and Report, the Company shall also provide the City's Tax Incentive Review Council (or the City Manager if so requested by the City) with an affidavit certifying that it has leased the Affordable Unit for the prior year and any other information requested by the Tax Incentive Review Council or the City Manager to ensure compliance with such Affordable Unit representation.

#### Section 18. Revocation.

A. <u>Generally.</u> Pursuant to Ohio Revised Code Section 3735.68, the housing officer shall make annual inspections of the properties within the community reinvestment area upon which are located structures or remodeling for which an exemption has been granted under Ohio Revised Code Section 3735.67. If the housing officer finds that the property has not been properly maintained or repaired due to the neglect of the Company, the housing officer may revoke the exemption at any time after the first year of exemption. If the Company has materially failed to fulfill its obligations under this Agreement, or if the owner is determined to have violated division (E) of that section (see Section 18(B) of this Agreement), City Council, subject to the terms of the agreement, may revoke the exemption at any time after the first year of exemption. The housing officer or City Council shall notify the county auditor and the Company that the tax exemption no longer applies. If the housing officer or legislative authority revokes a tax exemption, the housing officer shall send a report of the revocation to the community

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reinvestment area housing council and to the tax incentive review council established pursuant to section 3735.69 or 5709.85 of the Revised Code, containing a statement of the findings as to the maintenance and repair of the property, failure to fulfill obligations under the written agreement, or violation of division (E) of Ohio Revised Code Section 3735.671, and the reason for revoking the exemption.

B. <u>Prior Statutory Violations</u>. The Company represents and warrants to the City that it is not prohibited by Ohio Revised Code Section 3735.671(E) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(C)(9), exemptions from taxation granted or authorized under this Agreement shall be revoked if it is determined that the Company, any successor to the Company or any related member (as those terms are defined in division (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

#### Section 19. False Statements: Penalties: Material Representations.

- Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within thirty (30) days of written demand) and the Company shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Ohio Revised Code Section 9.66(C)(1). Amounts due and not paid under this Section 19 shall bear interest at the rate of twelve percent (12%) per year. Any person who provides a false statement to secure economic development assistance (as defined in Ohio Revised Code Section 9.66) may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six (6) months.
- B. <u>Material Representations</u>. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement shall constitute an event of default for purposes of Section 16 (Default) and the basis for revocation under Section 18 (Revocation). Nothing in this Section 19.B shall operate to limit the City's enforcement authority under this Agreement including, without limitation, Section 16, Section 18, and Section 19.A.
- Section 20. <u>Conflict of Interest</u>. The Company covenants that, to the Company's knowledge, no employee of the City has any personal interest, direct or indirect, in any matters pertaining to the Project, and the Company agrees to take appropriate steps to prevent any employee of the City from obtaining any such interest throughout the term of this Agreement.
- Section 21. <u>Annual Fee.</u> As authorized by Ohio Revised Code Section 3735.671(D), the Company shall pay an annual fee of Five Hundred Dollars (\$500) or one percent (1%) of the annual taxes exempted under this Agreement, whichever is greater, but not to exceed Two Thousand, Five Hundred Dollars (\$2,500) per annum. This fee is due with submission of the information for Annual Review and Report by March 1 of each year.
- Section 22. <u>Discontinued Operations</u>. As provided in Ohio Revised Code Section 3735.671(E), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in

Section 1 hereof, then the Company, its successors, and any related member shall not enter into an agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

Section 23. <u>Notices</u>. Unless otherwise specified herein, each party shall address written notices, demands and communications in connection with this Agreement to the other party as follows (or to such other address as is communicated in accordance with this Section):

#### To the City:

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

#### To the Company:

2600 Apartments LLC Attention: Patrice Eby Burke, Development Director 2718 Short Vine Street Cincinnati, Ohio 45219

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

- Section 24. <u>Acknowledgment of City Participation</u>. The Company agrees to acknowledge the support of the City on construction signs, project and exhibition signage, and any publicity such as that appearing on the internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a Project partner, the Company shall use either the phrase "Project Assistance by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.
- Section 25. <u>Entire Agreement</u>. This Agreement and the Exhibits attached hereto constitute the entire agreement between the City and the Company with respect to the subject matter herein, superseding any prior or contemporaneous agreement with respect thereto.
- Section 26. <u>Governing Law.</u> This Agreement is entered into and is to be performed in the State. The City and the Company agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.
- Section 27. <u>Waiver</u>. The City's waiver of any breach by the Company of any provision of this Agreement shall not constitute or operate as a waiver by the City of any other breach of such provision or of any other provisions, nor shall any failure or delay by the City to enforce any provision hereof operate as a waiver of such provision or of any other provision.
- Section 28. <u>Severability</u>. This Agreement shall be severable; if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

- Section 29. <u>Amendment</u>. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.
- Section 30. <u>Non-Assignment</u>. As required by Ohio Revised Code Section 3735.671(C)(8), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement in connection with the Property, the City shall not approve the assignment of this Agreement unless the assignee has assumed the Company's remaining obligations under the Board of Education Agreement. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement upon transfer of the Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.
- Section 31. <u>Recording</u>. At its election, the City may record this Agreement at the City's expense in the Hamilton County Recorder's Office.
- Section 32. <u>Legislative Action Required</u>. As provided in Ohio Revised Code Section 3735.671(C)(10), the Company and the City acknowledge that this Agreement must be approved by formal action of the City Council of the City as a condition for this Agreement to take effect. Notwithstanding anything to the contrary herein, this Agreement shall take effect after the later of the date of such approval or the final date of execution of this Agreement by all parties.
- Section 33. Additional Representations and Warranties of Company. The Company represents and warrants that (a) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its obligations hereunder; (b) no notices to, or consents, authorizations or approvals of, any person are required (other than any already given or obtained) for its due execution, delivery and performance of this Agreement; and (c) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Company.
- Section 34. <u>Certification as to Non-Debarment</u>. The Company represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, the Company shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If the Company or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, the company shall be considered in default under this Agreement.
- Section 35. <u>Appeals.</u> Pursuant to Ohio Revised Code Section 3735.70, a person aggrieved under the Statute or this Agreement may appeal to the community reinvestment area housing council, which shall have the authority to overrule any decision of a housing officer. Appeals may be taken from a decision of the council to the court of common pleas of the county where the area is located.

#### Section 36. Wage Enforcement.

- (i) <u>Applicability</u>. Council passed Ordinance No. 22-2016 on February 3, 2016, which ordained Chapter 326 (Wage Enforcement) of the Cincinnati Municipal Code (the "<u>Wage Enforcement Chapter</u>"). The Wage Enforcement Chapter was then amended by Ordinance No. 96-2017, passed May 17, 2017. As amended, the Wage Enforcement Chapter imposes certain requirements upon persons entering into agreements with the City whereby the City provides an incentive or benefit that is projected to exceed \$25,000, as described more particularly in the Wage Enforcement Chapter. Cincinnati Municipal Code Section 326-5 requires that the language below be included in contracts subject to the Wage Enforcement Chapter.
- (ii) Required Contractual Language. Capitalized terms used, but not defined, in this clause (ii) have the meanings ascribed thereto in the Wage Enforcement Chapter.

- (a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.
- (b) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to include provisions in solicitations and contracts regarding a Development Site that all employers, Contractors or Subcontractors performing or proposing to perform work on a Development Site provide an initial sworn and notarized "Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee and, within 30 days of an Adverse Determination or Complaint of Wage Theft or Payroll Fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee.
- (c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City's request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.
- (d) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall include in its contracts with all Contractors language that requires the Contractors to provide the authorizations set forth in subsection (c) above and that further requires each Contractor to include in its contracts with Subcontractors those same obligations for each Subcontractor and each lower tier subcontractor.
- (e) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall post a conspicuous notice on the Development Site throughout the entire period work is being performed pursuant to the Agreement indicating that the work being performed is subject to Cincinnati Municipal Code Chapter 326, Wage Enforcement, as administered by the City of Cincinnati Department of Economic Inclusion. Such notice shall include contact information for the Department of Economic Inclusion as provided by the department.
- (f) Under the Wage Enforcement provisions, the City shall have the authority, under appropriate circumstances, to terminate this contract or to reduce the incentives or subsidies to be provided under this contract and to seek other remedies, including debarment.
- Section 37. <u>Legal Requirements</u>. In completing and operating the Project, the Company 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.
- Section 38. <u>Counterparts and Electronic Signatures</u>. 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; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.

Remainder of this page intentionally left blank. Signature page follows.

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

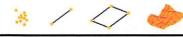
CITY OF CINCINNATI, an Ohio municipal corporation	2600 APARTMENTS LLC, an Ohio limited liability company			
By:	By: Printed Name: Title:, 2020 Authorized by resolution dated			
Approved as to Form:				
Assistant City Solicitor				
Certified Date:				
Fund/Code:				
Amount:				
By: Karen Alder, City Finance Director				

#### **Exhibit A to CRA Agreement**

#### LEGAL DESCRIPTION OF PROPERTY

Auditor's Parcel No.: 0092-0002-0185-90 Property Address: 4 E. Corry Street

## Berding Surveying



GPS Surveying . 3D Laser Scanning

**Description for: Uptown** 

Location: Short Vine & Corry Street, 0.0115 Acre Plat of Survey

Situated in Section 14, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**COMMENCING** at the intersection of the north line of Corry Street and the east line of Vine Street;

Thence with the north line of said Corry Street, South 83°55'38" East, 90.00 feet to a set cross notch at the southeast corner of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528 of the Hamilton County Recorder's Office and the **POINT OF BEGINNING**.

Thence with the east line of said Gaslight Ventures LLC, North 06°14'25" East, 50.00 feet to a set iron pin in the south line of a tract conveyed to City of Cincinnati in Deed Book 3326, Page 163;

Thence with the south line of said City of Cincinnati, South 83°55'38" East, 10.00 feet to a set cross notch at the northwest corner of a tract conveyed to City of Cincinnati in Deed Book 3392, Page 385;

Thence with the west line of said City of Cincinnati, South 06°14'25" West, 50.00 feet to a a set cross notch in the north line of aforesaid Corry Street;

Thence with the north line of said Corry Street, North 83°55'38" West, 10.00 feet to the **POINT OF BEGINNING**.

CONTAINING 0.0115 ACRES and being subject to all legal easements and highways of record.

The above described tract being all of the lands conveyed to City of Cincinnati in Deed Book 3450, Page 511 and further identified as Hamilton County Auditor's Parcel 092-0002-0185-90.

Auditor's Parcel No.: \_ Property Address: \_ 2

2604 Short Vine Street

## Berding Surveying



GPS Surveying • 3D Laser Scanning

**Description for: Uptown** 

Location: Short Vine & Corry Street, 0.0574 Acre Plat of Survey

Situated in Section 14, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**COMMENCING** at the intersection of the north line of Corry Street and the east line of Vine Street;

Thence with the east line of said Vine Street, North 06°14'25" East, 50.00 feet to a set cross notch and the **POINT OF BEGINNING**;

Thence continuing with the east line of said Vine Street, North 06°14'25" East, 25.00 feet to a set cross notch at the southwest comer of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528 of the Hamilton County Recorder's Office:

Thence with the south line of said Gaslight Ventures LLC, South 83°55'38" East, 90.00 feet to the southeast corner of said Gaslight Ventures, referenced by an existing iron pin and cap stamped "Abercrombie #6021-7862" at 0.25 feet south;

Thence along a new division line, South 83°55'38" East, 10.00 feet to a set cross notch in the south line of a tract conveyed to City of Cincinnati in Deed Book 3326, Page 240; AND South 06°14'25" West, 25.00 feet to a set cross notch at the northeast corner of a tract conveyed to City of Cincinnati in Deed Book 3450, Page 511;

Thence in part with the north line of said City of Cincinnati and the north line of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528, North 83°55'38" West, 100.00 feet to the **POINT OF BEGINNING**.

**CONTAINING 0.0574 ACRES** and being subject to all legal easements and highways of record.

The above described tract being part of the lands conveyed to City of Cincinnati in Deed Book 3326, Page 163 and further identified as part of Hamilton County Auditor's Parcel 092-0002-0177-90.

Situated in the City of Cincinnati, County of Hamilton and State of Ohio and being parts of Luts 7 and 8 of Block 15 of the subdivision made by the heirs of William Corry, deceased, as recorded in Deed Book 91, Page 425, Hamilton County Recorder's Office

Beginning at the southeast corner of Vine and Charlton Streets; thence East along the south line of Charlton Street One Hundred (100) feet to a point; thence South parallel with the east line of Vine Street One Hundred (100) feet to a point in the south line of said Lot 7; thence West with the south line of said Lot 7 and on a line parallel with the south line of Charlton Street One Hundred (100) feet to Vine Street; thence North along the east line of Vine Street One Hundred (100) feet to the point of beginning

Excepting therefrom the following described real estate lying and being in Section 14, Township 3, Fractional Range 2, in the City of Cincinnati, County of Hamilton and State of Ohio and being more particularly described as follows:

Beginning at the intersection of the south line of Charlton Street with the east line of Vine Street; thence southwardly along the east line of Vine Street thirty two and 73/100 (32.73) feet; thence eastwardly along the north face of wall of an existing two story building and said wall line produced eastwardly One Hundred (100) feet to a point thirty-two and 84/100 (32.84) feet south of the south line of Charlton Street (measured on a line parallel to Vine Street); thence northwardly parallel with Vine Street thirty-two and 84/100 (32.84) feet to the south line of Charlton Street; thence westwardly along the south line of Charlton Street for a distance of One Hundred (100) feet to the east line of Vine Street, the place of beginning.

And excepting therefrom: Also the following described real estate situate in the City of Cincinnati, County of Hamilton, State of Ohio and more fully described as follows:

Beginning at a point 32.84 feet south of Charlton and 100 feet east of Vine; thence southwardly and parallel to Vine 67.16 feet to a point; thence westwardly and parallel to Charlton 10 feet to a point; thence northwardly and parallel to Vine 67.16 feet to a point; thence eastwardly and parallel to Charlton 10 feet to the place of beginning

Property: 2624-2632 Short Vine Street, Cincinnati, Ohio

Parcel 092-0002-0001, & 2 cons

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Parcel II

Situated in the City of Cincinnati, Hamilton County, Ohio and being in Section 14, Fown 3, Fractional Range 2, Miami Purchase, and being part of Block 15 in the subdivision made by the heirs of William Corey, deceased, recorded in Book 91, page 425, Hamilton County Records and more particularly described as follows:

Beginning on the east side of Vine Street where the same intersects the north line of Lot 6 of the aforesaid subdivision; thence eastwardly along the north line of said Lot 6, 90 feet to a point which is in the west line of property conveyed to the City of Cincinnati by deed recorded in Deed Book 3392, page 375; thence southwardly parallel to the east line of Vine Street, 25 feet to a point, thence westwardly parallel to the north line of said Lot 6, 90 feet to the east line of Vine Street; thence northwardly along the east line of Vine Street, 25 feet to the place of beginning

Property: 2622 Short Vine Street, Cincinnati, Ohio

Parcel 092-0002-0003

{00317065-2}

#### Parcel 1

Situated in the City of Cincinnati, County of Hamilton, State of Ohio, and being more particularly described as follows:

Being in Section 14, Township 3, Fractional Range 2, and being part of Block No. 15 as laid out by Daniel Hosbrook, County Surveyor, for the heirs of William Corry, Deceased, the plat of which is recorded in Deed Book 91, Page 425, Hamilton County, Ohio Records.

Beginning at the point in the northeast corner of Vine and Corry Streets; thence north along the east side of Vine Street fifty (50) feet thence east parallel with Corry Street one hundred (100) feet to a point; thence south parallel with Vine Street fifty (50) feet to Corry Street, thence west along the north side of Corry Street one hundred (100) feet to the place of beginning.

Less and except the following previously conveyed to the City of Cincinnati, to-wit:

Beginning at a point in the north line of Corry Street 90 feet west of Van Street; thence westwardly along the north line of Corry Street 10 feet to a point thence northwardly and parallel to Van Street 50 feet to a point; thence eastwardly and parallel to Corry Street 10 feet to a point; thence southwardly and parallel to Van Street 50 feet to the place of beginning.

Parcel No. 092-0002-0157

Property address: 2600 Short Vine Street

## **Exhibit B to CRA Agreement**

## **APPLICATION FOR TAX EXEMPTION**

TO BE ATTACHED

## Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)

This Community Reinvestment Area Tax Exemption Agreement (this "<u>Agreement</u>") 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 "<u>City</u>"), and 2600 APARTMENTS LLC, an Ohio limited liability company and affiliate of Uptown Rental Properties LLC (the "Company").

#### Recitals:

- A. The City and the Company are parties to a certain *Property Sale and Development Agreement* dated [\_\_\_\_], 2020 (the "<u>Development Agreement</u>"). Pursuant to the Development Agreement, the City agreed convey a portion of the Property (as defined below) to the Company in support of the Project (as defined below).
- B. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").
- C. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.
- D. The Council of the City of Cincinnati has also passed Ordinance No. 275-2017 as of September 27, 2017, as amended by Ordinance No. 339-2018 passed on October 31, 2018 (the "Commercial Policy Ordinance"), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.
- E. Pursuant to the Commercial Policy Ordinance, a project that is constructed or remodeled to (1) Leadership in Energy and Environmental Design ("<u>LEED</u>") Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council), or (2) receives a (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the "Energy Petal" of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (such qualifying remodeling or construction is referred to, collectively, as "<u>LBC</u>" remodeling or construction), may qualify for a longer term and/or greater abatement.
- F. The Company is the sole owner of certain real property within the City, located at 2600, 2604, 2622, and 2624-2632 Short Vine Street and 4 E. Corry Street, Cincinnati, Ohio 45219 (the "Property"), as further described in <a href="Exhibit A">Exhibit A</a> (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.

- G. The Company has proposed the construction of a building located on the Property to LBC standards or LEED Silver, Gold or Platinum standards, as defined by the U.S. Green Building Council, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"); provided that the appropriate development incentives are available to support the economic viability of the Project.
- H. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.
- I. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.
- J. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars (\$750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.
- K. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- L. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- M. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- N. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- O. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- P. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- Q. The Company acknowledges that the Corryville neighborhood of Cincinnati is in need o assistance in creating and maintaining affordable housing. Therefore, the Company represents and warrants to the City that it will for the term of the abatement pursuant to this Agreement lease at least one unit at the Property to individuals with gross household income at or below 80% of

the Area Median Income ("AMI") as determined annually by the U.S. Department of Housing and Urban Development (the "Affordable Unit"), and individuals residing in such Affordable Unit shall pay no more than 30% of their annual household income for rent and utilities.

R.	This Agreement has	been authorized by Ordi	nance No	-2020, passed by	Cincinnati	City
	Council on	, 2020.				-

S. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the Affordable Unit, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

NOW, THEREFORE, pursuant to Ohio Revised Code Section 3735.67(A) and in conformity with the format required under Ohio Revised Code Section 3735.671, in consideration of the mutual covenants contained herein and the benefit to be derived by the parties from the execution hereof, the parties agree as follows:

Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to construct approximately 2,128 square feet of commercial space and approximately 33,606 square feet of residential space, containing 27 rental units including the Affordable Unit, on the Property (the "Improvements") at an estimated aggregate cost of \$6,357,217 to commence after the execution of this Agreement and to be completed no later than June 30, 2022; provided, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The construction shall be in compliance with applicable building code and zoning regulations, as well as complying with LBC standards or LEED Silver, Gold or Platinum standards, as defined by the U.S. Green Building Council. The Company hereby represents that either or both of the following clauses (a) and (b) are true: (a) it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver, Gold or Platinum standards, or (b) it has registered with the International Living Future Institute and/or the Cascadia Green Building Council with intent to certify compliance with LBC standards. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "ADA"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "Contractual Minimum Accessibility Requirements" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 15 years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer and with

such application, submit evidence of the Company's leasing of the Affordable Unit. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of construction. (B) the cost of construction. (C) the facts asserted in the application for exemption. (D) compliance with LBC standards or LEED Silver, Gold or Platinum standards, as defined by the U.S. Green Building Council, and (E) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the construction has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2022 nor extend beyond the earlier of (i) tax year 2036 or (ii) the end of the 15<sup>th</sup> year of exemption.

- Section 3. <u>Use; Maintenance; Inspections</u>. The Company shall use the Property solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Property throughout the period of tax exemption authorized herein. The Company authorizes the Housing Officer, or the Housing Officer's designees, to enter upon the Property as reasonably required to perform property inspections in accordance with Ohio Revised Code Section 3735.68.
- Section 4. <u>Compliance with Board of Education Agreement; Compliance with Development Agreement.</u> As a condition of the tax exemption authorized under this Agreement, the Company agrees to (a) enter into and comply with its obligation under the Board of Education Agreement and (b) comply with the terms and conditions of the Development Agreement.
- Section 5. <u>Duty of Company to Pay Taxes</u>. As required by Ohio Revised Code Section 3735.671(C)(2), the Company shall pay such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and continuing thereafter.
- Section 6. <u>Company Certifications Regarding Non-Delinquency of Tax Obligations.</u> As required by Ohio Revised Code Section 3735.671(C)(3), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.
- Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) 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) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company 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 Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

Section 8. <u>City Cooperation</u>. As required by Ohio Revised Code Section 3735.671(C)(4), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. <u>Continuation of Exemptions</u>. As provided in Ohio Revised Code Section 3735.671(C)(5), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

Section 10. <u>City Not Liable</u>. The Company acknowledges that the exemption authorized in this Agreement is subject to approval and implementation by the appropriate state and/or county taxing authorities. The Company acknowledges that the City does not give any guarantee or assurance that the exemption approved in this Agreement will be so approved, and the Company agrees that in no event shall the Company seek to hold the City liable in any way in the event such exemption is not granted or implemented.

#### Section 11. <u>Small Business Enterprise Program</u>. <sup>1</sup>

- A. <u>Compliance with Small Business Enterprise Program</u>. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in Cincinnati Municipal Code ("<u>CMC</u>") Section 323-1-S, "<u>SBEs</u>"). Pursuant to CMC Section 323-11, 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-C4), supplies (as such term is defined in CMC Section 323-1-S) and professional services (as such term is defined in CMC Section 323-1-P2). Accordingly, the Company 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. The Company may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. The Company shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:
  - (i) Including qualified SBEs on solicitation lists.
  - (ii) Assuring that SBEs are solicited whenever they are potential sources. The Company 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.
  - (iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.
  - (iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.
  - (v) Prior to the commencement of work under any subcontracts, the Company shall provide to the City a list of such subcontractors, including information as

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<sup>&</sup>lt;sup>1</sup> Note: this section will be revised prior to execution due to programmatic changes being implemented by the Department of Community and Economic Development as a result of recent legislation passed by City Council.

to the dollar amount of the subcontracts and such other information as may be requested by the City. The Company shall update the report monthly.

- (vi) The Company 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. Remedies for Noncompliance with Small Business Enterprise Program. Failure of the Company 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 the Company 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.
- Section 12. <u>Jobs</u>. The Company represents that, as of the date of the execution of this Agreement, the Company has no existing employment at the Property or in the State.

#### Section 13. Job Creation and Retention.

- A. <u>Jobs to be Created by Company</u>. The Company agrees to use its best efforts to create (i) two full-time permanent jobs and (ii) 40 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with construction, and in the case of the other jobs described herein, the job creation period shall begin upon completion of construction and shall end three (3) years thereafter.
- B. <u>Company's Estimated Payroll Increase</u>. The Company's increase in the number of employees will result in approximately (i) \$90,000 of additional annual payroll with respect to the full-time permanent jobs and (ii) \$1,920,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.
- C. <u>Community Reinvestment Area Employment</u>. The Company shall (i) adopt hiring practices to ensure that at least twenty-five percent (25%) of the new employees shall be residents of the City of Cincinnati and (ii) give preference to residents of the City relative to residents of the State who do not reside in the City when hiring new employees under this Agreement.
- D. <u>Posting Available Employment Opportunities</u>. To the extent allowable by law, the Company shall use its best efforts to post available employment opportunities within the Company's organization or the organization of any subcontractor working with the Company with the Ohio Means Jobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-746-7200.
- Section 14. <u>Equal Employment Opportunity</u>. This Agreement is subject to the City's Equal Employment Opportunity Program contained in CMC Chapter 325. The Equal Employment Opportunity Clause in CMC Section 325-9 is incorporated by reference in this Agreement. The term "Company" is substituted for "Contractor" throughout CMC Section 325-9 in the context of this Agreement.
- Section 15. <u>Compliance with Immigration and Nationality Act</u>. In the performance of its obligations under this Agreement, the Company 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.

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement (including, without limitation, its obligation to comply with the Development Agreement), or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

#### Section 17. Annual Review and Report

- A. <u>Generally</u>. As required by Ohio Revised Code Sections 3735.671(C)(7) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive Review Council (the "<u>Annual Review and Report</u>"). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.
- B. <u>Affordable Unit Reporting.</u> As part of the Company's submission of the Annual Review and Report, the Company shall also provide the City's Tax Incentive Review Council (or the City Manager if so requested by the City) with an affidavit certifying that it has leased the Affordable Unit for the prior year and any other information requested by the Tax Incentive Review Council or the City Manager to ensure compliance with such Affordable Unit representation.

#### Section 18. Revocation.

A. <u>Generally</u>. Pursuant to Ohio Revised Code Section 3735.68, the housing officer shall make annual inspections of the properties within the community reinvestment area upon which are located structures or remodeling for which an exemption has been granted under Ohio Revised Code Section 3735.67. If the housing officer finds that the property has not been properly maintained or repaired due to the neglect of the Company, the housing officer may revoke the exemption at any time after the first year of exemption. If the Company has materially failed to fulfill its obligations under this Agreement, or if the owner is determined to have violated division (E) of that section (see Section 18(B) of this Agreement), City Council, subject to the terms of the agreement, may revoke the exemption at any time after the first year of exemption. The housing officer or City Council shall notify the county auditor and the Company that the tax exemption no longer applies. If the housing officer or legislative authority revokes a tax exemption, the housing officer shall send a report of the revocation to the community

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reinvestment area housing council and to the tax incentive review council established pursuant to section 3735.69 or 5709.85 of the Revised Code, containing a statement of the findings as to the maintenance and repair of the property, failure to fulfill obligations under the written agreement, or violation of division (E) of Ohio Revised Code Section 3735.671, and the reason for revoking the exemption.

B. <u>Prior Statutory Violations</u>. The Company represents and warrants to the City that it is not prohibited by Ohio Revised Code Section 3735.671(E) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(C)(9), exemptions from taxation granted or authorized under this Agreement shall be revoked if it is determined that the Company, any successor to the Company or any related member (as those terms are defined in division (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

#### Section 19. False Statements; Penalties; Material Representations.

- Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within thirty (30) days of written demand) and the Company shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Ohio Revised Code Section 9.66(C)(1). Amounts due and not paid under this Section 19 shall bear interest at the rate of twelve percent (12%) per year. Any person who provides a false statement to secure economic development assistance (as defined in Ohio Revised Code Section 9.66) may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six (6) months.
- B. <u>Material Representations</u>. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement shall constitute an event of default for purposes of Section 16 (Default) and the basis for revocation under Section 18 (Revocation). Nothing in this Section 19.B shall operate to limit the City's enforcement authority under this Agreement including, without limitation, Section 16, Section 18, and Section 19.A.
- Section 20. <u>Conflict of Interest</u>. The Company covenants that, to the Company's knowledge, no employee of the City has any personal interest, direct or indirect, in any matters pertaining to the Project, and the Company agrees to take appropriate steps to prevent any employee of the City from obtaining any such interest throughout the term of this Agreement.
- Section 21. <u>Annual Fee.</u> As authorized by Ohio Revised Code Section 3735.671(D), the Company shall pay an annual fee of Five Hundred Dollars (\$500) or one percent (1%) of the annual taxes exempted under this Agreement, whichever is greater, but not to exceed Two Thousand, Five Hundred Dollars (\$2,500) per annum. This fee is due with submission of the information for Annual Review and Report by March 1 of each year.
- Section 22. <u>Discontinued Operations</u>. As provided in Ohio Revised Code Section 3735.671(E), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in

Section 1 hereof, then the Company, its successors, and any related member shall not enter into an agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

Section 23. <u>Notices</u>. Unless otherwise specified herein, each party shall address written notices, demands and communications in connection with this Agreement to the other party as follows (or to such other address as is communicated in accordance with this Section):

#### To the City:

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

#### To the Company:

2600 Apartments LLC Attention: Patrice Eby Burke, Development Director 2718 Short Vine Street Cincinnati, Ohio 45219

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

- Section 24. <u>Acknowledgment of City Participation</u>. The Company agrees to acknowledge the support of the City on construction signs, project and exhibition signage, and any publicity such as that appearing on the internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a Project partner, the Company shall use either the phrase "Project Assistance by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.
- Section 25. <u>Entire Agreement</u>. This Agreement and the Exhibits attached hereto constitute the entire agreement between the City and the Company with respect to the subject matter herein, superseding any prior or contemporaneous agreement with respect thereto.
- Section 26. <u>Governing Law.</u> This Agreement is entered into and is to be performed in the State. The City and the Company agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.
- Section 27. <u>Waiver</u>. The City's waiver of any breach by the Company of any provision of this Agreement shall not constitute or operate as a waiver by the City of any other breach of such provision or of any other provisions, nor shall any failure or delay by the City to enforce any provision hereof operate as a waiver of such provision or of any other provision.
- Section 28. <u>Severability</u>. This Agreement shall be severable; if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

- Section 29. <u>Amendment</u>. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.
- Section 30. <u>Non-Assignment</u>. As required by Ohio Revised Code Section 3735.671(C)(8), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement in connection with the Property, the City shall not approve the assignment of this Agreement unless the assignee has assumed the Company's remaining obligations under the Board of Education Agreement. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement upon transfer of the Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.
- Section 31. <u>Recording</u>. At its election, the City may record this Agreement at the City's expense in the Hamilton County Recorder's Office.
- Section 32. <u>Legislative Action Required</u>. As provided in Ohio Revised Code Section 3735.671(C)(10), the Company and the City acknowledge that this Agreement must be approved by formal action of the City Council of the City as a condition for this Agreement to take effect. Notwithstanding anything to the contrary herein, this Agreement shall take effect after the later of the date of such approval or the final date of execution of this Agreement by all parties.
- Section 33. <u>Additional Representations and Warranties of Company</u>. The Company represents and warrants that (a) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its obligations hereunder; (b) no notices to, or consents, authorizations or approvals of, any person are required (other than any already given or obtained) for its due execution, delivery and performance of this Agreement; and (c) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Company.
- Section 34. <u>Certification as to Non-Debarment</u>. The Company represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, the Company shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If the Company or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, the company shall be considered in default under this Agreement.
- Section 35. <u>Appeals</u>. Pursuant to Ohio Revised Code Section 3735.70, a person aggrieved under the Statute or this Agreement may appeal to the community reinvestment area housing council, which shall have the authority to overrule any decision of a housing officer. Appeals may be taken from a decision of the council to the court of common pleas of the county where the area is located.

#### Section 36. Wage Enforcement.

- (i) <u>Applicability</u>. Council passed Ordinance No. 22-2016 on February 3, 2016, which ordained Chapter 326 (Wage Enforcement) of the Cincinnati Municipal Code (the "<u>Wage Enforcement Chapter</u>"). The Wage Enforcement Chapter was then amended by Ordinance No. 96-2017, passed May 17, 2017. As amended, the Wage Enforcement Chapter imposes certain requirements upon persons entering into agreements with the City whereby the City provides an incentive or benefit that is projected to exceed \$25,000, as described more particularly in the Wage Enforcement Chapter. Cincinnati Municipal Code Section 326-5 requires that the language below be included in contracts subject to the Wage Enforcement Chapter.
- (ii) Required Contractual Language. Capitalized terms used, but not defined, in this clause (ii) have the meanings ascribed thereto in the Wage Enforcement Chapter.

- (a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.
- (b) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to include provisions in solicitations and contracts regarding a Development Site that all employers, Contractors or Subcontractors performing or proposing to perform work on a Development Site provide an initial sworn and notarized "Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee and, within 30 days of an Adverse Determination or Complaint of Wage Theft or Payroll Fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee.
- (c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City's request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.
- (d) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall include in its contracts with all Contractors language that requires the Contractors to provide the authorizations set forth in subsection (c) above and that further requires each Contractor to include in its contracts with Subcontractors those same obligations for each Subcontractor and each lower tier subcontractor.
- (e) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall post a conspicuous notice on the Development Site throughout the entire period work is being performed pursuant to the Agreement indicating that the work being performed is subject to Cincinnati Municipal Code Chapter 326, Wage Enforcement, as administered by the City of Cincinnati Department of Economic Inclusion. Such notice shall include contact information for the Department of Economic Inclusion as provided by the department.
- (f) Under the Wage Enforcement provisions, the City shall have the authority, under appropriate circumstances, to terminate this contract or to reduce the incentives or subsidies to be provided under this contract and to seek other remedies, including debarment.
- Section 37. <u>Legal Requirements</u>. In completing and operating the Project, the Company 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.
- Section 38. <u>Counterparts and Electronic Signatures</u>. 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; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.

Remainder of this page intentionally left blank. Signature page follows.

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

CITY OF CINCINNATI, an Ohio municipal corporation	2600 APARTMENTS LLC, an Ohio limited liability company
By:	By: Printed Name:  Title:, 2020  Authorized by resolution dated
Approved as to Form:	
Assistant City Solicitor	
Certified Date:	
Fund/Code:	
Amount:	
By: Karen Alder, City Finance Director	

#### **Exhibit A to CRA Agreement**

#### LEGAL DESCRIPTION OF PROPERTY

Auditor's Parcel No.: 0092-0002-0185-90 Property Address: 4 E. Corry Street

## Berding Surveying



GPS Surveying • 3D Laser Scanning

**Description for: Uptown** 

Location: Short Vine & Corry Street, 0.0115 Acre Plat of Survey

Situated in Section 14, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**COMMENCING** at the intersection of the north line of Corry Street and the east line of Vine Street;

Thence with the north line of said Corry Street, South 83°55'38" East, 90.00 feet to a set cross notch at the southeast corner of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528 of the Hamilton County Recorder's Office and the **POINT OF BEGINNING**.

Thence with the east line of said Gaslight Ventures LLC, North 06°14'25" East, 50.00 feet to a set iron pin in the south line of a tract conveyed to City of Cincinnati in Deed Book 3326, Page 163;

Thence with the south line of said City of Cincinnati, South 83°55'38" East, 10.00 feet to a set cross notch at the northwest corner of a tract conveyed to City of Cincinnati in Deed Book 3392, Page 385;

Thence with the west line of said City of Cincinnati, South 06°14'25" West, 50.00 feet to a set cross notch in the north line of aforesaid Corry Street;

Thence with the north line of said Corry Street, North 83°55'38" West, 10.00 feet to the **POINT OF BEGINNING**.

**CONTAINING 0.0115 ACRES** and being subject to all legal easements and highways of record.

The above described tract being all of the lands conveyed to City of Cincinnati in Deed Book 3450, Page 511 and further identified as Hamilton County Auditor's Parcel 092-0002-0185-90.

## Berding Surveying



GPS Surveying • 3D Laser Scanning

**Description for: Uptown** 

Location: Short Vine & Corry Street, 0.0574 Acre Plat of Survey

Situated in Section 14, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**COMMENCING** at the intersection of the north line of Corry Street and the east line of Vine Street;

Thence with the east line of said Vine Street, North 06°14'25" East, 50.00 feet to a set cross notch and the **POINT OF BEGINNING**;

Thence continuing with the east line of said Vine Street, North 06°14'25" East, 25.00 feet to a set cross notch at the southwest corner of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528 of the Hamilton County Recorder's Office:

Thence with the south line of said Gaslight Ventures LLC, South 83°55'38" East, 90.00 feet to the southeast corner of said Gaslight Ventures, referenced by an existing iron pin and cap stamped "Abercrombie #6021-7862" at 0.25 feet south;

Thence along a new division line, South 83°55'38" East, 10.00 feet to a set cross notch in the south line of a tract conveyed to City of Cincinnati in Deed Book 3326, Page 240; AND South 06°14'25" West, 25.00 feet to a set cross notch at the northeast corner of a tract conveyed to City of Cincinnati in Deed Book 3450, Page 511;

Thence in part with the north line of said City of Cincinnati and the north line of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528, North 83°55'38" West, 100.00 feet to the **POINT OF BEGINNING**.

**CONTAINING 0.0574 ACRES** and being subject to all legal easements and highways of record.

The above described tract being part of the lands conveyed to City of Cincinnati in Deed Book 3326, Page 163 and further identified as part of Hamilton County Auditor's Parcel 092-0002-0177-90.

6-(1 + 2 cuns) 5x

Situated in the City of Cincinnati, County of Hamilton and State of Ohio and being parts of Lots 7 and 8 of Block 15 of the subdivision made by the heirs of William Corry, deceased, as recorded in Deed Book 91, Page 425, Hamilton County Recorder's Office.

Beginning at the southeast corner of Vine and Charlton Streets; thence East along the south line of Charlton Street One Hundred (100) feet to a point; thence South parallel with the east line of Vine Street One Hundred (100) feet to a point in the south line of said Lot 7; thence West with the south line of said Lot 7 and on a line parallel with the south line of Charlton Street One Hundred (100) feet to Vine Street; thence North along the east line of Vine Street One Hundred (100) feet to the point of beginning.

Excepting therefrom the following described real estate lying and being in Section 14, Township 3, Fractional Range 2, in the City of Cincinnati, County of Hamilton and State of Ohio and being more particularly described as follows:

Beginning at the intersection of the south line of Charlton Street with the east line of Vine Street; thence southwardly along the east line of Vine Street thirty-two and 73/100 (32.73) feet; thence eastwardly along the north face of wall of an existing two story building and said wall line produced eastwardly One Hundred (100) feet to a point thirty-two and 84/100 (32.84) feet south of the south line of Charlton Street (measured on a line parallel to Vine Street); thence northwardly parallel with Vine Street thirty-two and 84/100 (32.84) feet to the south line of Charlton Street; thence westwardly along the south line of Charlton Street for a distance of One Hundred (100) feet to the east line of Vine Street, the place of beginning.

And excepting therefrom: Also the following described real estate situate in the City of Cincinnati, County of Hamilton, State of Ohio and more fully described as follows:

Beginning at a point 32.84 feet south of Charlton and 100 feet east of Vine; thence southwardly and parallel to Vine 67.16 feet to a point; thence westwardly and parallel to Charlton 10 feet to a point; thence northwardly and parallel to Vine 67.16 feet to a point; thence eastwardly and parallel to Charlton 10 feet to the place of beginning.

Property: 2624-2632 Short Vine Street, Cincinnati, Ohio

Parcel 092-0002-0001, & 2 cons.

OTION ACCEPTABLE

#### Parcel II

2-2-3 13

Situated in the City of Cincinnati, Hamilton County, Ohio and being in Section 14, Town 3, Fractional Range 2, Miami Purchase, and being part of Block 15 in the subdivision made by the heirs of William Corey, deceased, recorded in Book 91, page 425, Hamilton County Records and more particularly described as follows:

Beginning on the east side of Vine Street where the same intersects the north line of Lot 6 of the aforesaid subdivision; thence eastwardly along the north line of said Lot 6, 90 feet to a point which is in the west line of property conveyed to the City of Cincinnati by deed recorded in Deed Book 3392, page 375; thence southwardly parallel to the east line of Vine Street, 25 feet to a point; thence westwardly parallel to the north line of said Lot 6, 90 feet to the east line of Vine Street; thence northwardly along the east line of Vine Street, 25 feet to the place of beginning.

Property: 2622 Short Vine Street, Cincinnati, Ohio

Parcel 092-0002-0003

DESCRIPTION ACCEPTABLE
HAMILTON COUNTY ENGINEER
Tex Map - 7/2/2018 MS

{00317065-2}

CACIE.

#### Parcel 1

Situated in the City of Cincinnati, County of Hamilton, State of Ohio, and being more particularly described as follows:

Being in Section 14, Township 3, Fractional Range 2, and being part of Block No. 15 as laid out by Daniel Hosbrook, County Surveyor, for the heirs of William Corry, Deceased, the plat of which is recorded in Deed Book 91, Page 425, Hamilton County, Ohio Records.

Beginning at the point in the northeast corner of Vine and Corry Streets; thence north along the east side of Vine Street fifty (50) feet thence east parallel with Corry Street one hundred (100) feet to a point; thence south parallel with Vine Street fifty (50) feet to Corry Street, thence west along the north side of Corry Street one hundred (100) feet to the place of beginning.

Less and except the following previously conveyed to the City of Cincinnati, to-wit:

Beginning at a point in the north line of Corry Street 90 feet west of Van Street; thence westwardly along the north line of Corry Street 10 feet to a point thence northwardly and parallel to Van Street 50 feet to a point; thence eastwardly and parallel to Corry Street 10 feet to a point; thence southwardly and parallel to Van Street 50 feet to the place of beginning.

Parcel No. 092-0002-0157

Property address: 2600 Short Vine Street

## **Exhibit B to CRA Agreement**

## APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

# City of Cincinnati



801 Plum Street, Suite 346B Cincinnati, Ohio 45202

Phone: (513) 352-5232

Email: greg.landsman@cincinnati-oh.gov

Web: www.cincinnati-oh.gov

Greg Landsman

July 27, 2020

#### **MOTION**

### Beating COVID-19 and Helping to Reopen Schools Safely

We have lost 77 Cincinnatians to COVID-19 and our 14-day average of new cases remains close to 50. Many efforts, including a requirement to wear masks, have helped to lower new cases. However, we are not currently beating COVID-19. Cases have spiked before, and we continue to get new cases every day. As a result, more people will lose their lives, our economy cannot fully reopen, and children and teachers cannot go back to school normally.

To change course, and to do so in a way that could help schools reopen safely, we must act now to significantly reduce if not eliminate daily new cases and hospitalizations.

As such, **WE MOVE** that the Administrations work with the Cincinnati Health Department (CHD), Cincinnati Public Schools (CPS), and other regional and state partners to:

- Supporting and Partnering with CPS on Reopening. In an effort to better support the district, attempt to determine what resources the District needs from the city, and what the City's 14-day average of new cases must be in order for CPS parents, teachers, and Administrators to return to school safely. The Mayor and/or Councilmembers could assist in this effort and help support a working group that would tackle this question of new cases as well as issues of Personal Protective Equipment (PPE) and testing and tracing supports that the District may need. We can work together to achieve the lowest possible 14-day average of new cases while helping CPS with health- and safety-related supports, our children and teachers will be more likely to be able to return to school normally and safely.
- Increased Enforcement to Address Non-Compliance. Determine what additional resources CHD will require to increase enforcement of mask requirements and the guidelines and policies relative to indoor gatherings, including bars and restaurants. Administration and CHD should also work with local bar and restaurant owners to determine if additional changes need to be made. The goal should be to focus on problematic and noncompliant locations and strengthen safety guidelines based on data and science. This could help avoid a closure of indoor bars and restaurants while keeping everyone safe.

Working with community partners to develop plans together to address large indoor gatherings, from house parties to weddings. With university students returning to campus this fall, we need a plan to address concerns that house parties will only get worse, not better. If

# City of Cincinnati



801 Plum Street, Suite 346B Cincinnati, Ohio 45202

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Greg Landsman
Councilmember

tracing data suggests that these large gatherings are in fact an issue, how can we afford to continue to ignore them? At the very least, the Administration should provide Council with options to address these private and large (often indoor) gatherings.

- Make it Easier to Open Outdoor Spaces. While Council has already passed legislation on the issue of making it easier for bars and restaurants to open up spaces outdoors, and a great deal of work by the Administration and Mayor has gone into helping many bars and restaurants to have additional outdoor capacity, the Administration should determine if more must be done by Council to reduce or eliminate permitting fees and bureaucracy to increase the number of businesses utilizing outdoor options for their patrons.
- Expand, Coordinate, and Make Public Tracing Efforts. While the Administration and Mayor have been working through this, we need more robust and fully transparent contact tracing efforts and we should do so with our county and state partners. The Administration should work with CHD and the County and the State to determine what additional tracing needs our local public health professionals need, how best to fill existing tracing positions that remain unfilled, develop best practice questionnaires and engagement strategies of those who test positive, and streamline and improve data gathering and analytics to provide policymakers and our community with the best information possible for changes that will help us beat COVID-19.

Considering the urgency of these matter, we ask that the Administrations report to Council on each item within the next 14 days.

Councilmember Greg Landsman



August 3, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: EMERGENCY ORDINANCE- LEVYING SPECIAL ASSESSMENTS

FOR THE PACE ASSESSMENT PROJECT FOR 1614 WALNUT

**STREET** 

Attached is an Emergency Ordinance captioned as follows:

LEVYING special assessments for the purpose of the assessment project at 1614 Walnut Street in the City of Cincinnati involving the City of Cincinnati, Ohio Energy Special Improvement District.

### BACKGROUND/CURRENT CONDITIONS

The Ohio PACE (Property Assessed Clean Energy) program allows commercial property owners to opt in to a special assessment which is added to the property tax bill to access long-term, fixed-rate financing for energy efficiency upgrades. 1614 Walnut LLC has requested to have their property added to the Energy Special Improvement District (ESID) and special assessments levied on the property, for the purpose of accessing PACE financing for energy efficiency upgrades to their planned mixed-use rehab project.

### **DEVELOPER INFORMATION**

The development entity is 1614 Walnut LLC. and are affiliates of North Crown Property whose mission is to foster smart, ethically sound and historically sensitive development and rehabilitation in urban cores. They have also rehabbed buildings at 1618 and 1630 Walnut Street, in proximity to the proposed project in Over-The-Rhine, Cincinnati.

### PROJECT DESCRIPTION

The project will include rehab of a vacant building into a mixed-use development including residential and commercial space in the Over-The-Rhine neighborhood. The

Levying Special Assessments for the PACE Assessment Project 1614 Walnut, LLC.

Page **2** of 2

construction cost is estimated to be \$1,900,000 and the total cost of the PACE eligible improvements is \$222,000. There is also a LEED CRA tax abatement associated with the project.

### PROPOSED INCENTIVE

DCED is recommending that the City amend the Energy Special Improvements District (ESID) boundaries to add this property to the ESID, and levy special assessments on the property. This will allow the developer to access financing for energy efficiency upgrades to the building envelope, HVAC, and lighting systems.

City Council approved the Project Incentive Agreement related to this project on December 4<sup>th</sup>, 2019.

### RECOMMENDATION

The Administration recommends approval of this legislative resolution.

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

#### **EMERGENCY**

## City of Cincinnati

## AWG

## An Ordinance No.\_

- 2020

**LEVYING** special assessments for the purpose of the special assessment project at 1614 Walnut Street in the City of Cincinnati involving the City of Cincinnati, Ohio Energy Special Improvement District.

WHEREAS, this Council duly adopted a legislative resolution declaring the necessity of an assessment project at 1614 Walnut Street in the City of Cincinnati (the "Resolution of Necessity"), which Resolution of Necessity also accepted and approved the Petition (as defined therein) requesting the improvements described in Section 3 of the Resolution of Necessity and an assessment for the cost thereof, all as set forth in the Petition; and

WHEREAS, this Council duly passed an ordinance determining to proceed with the Assessment Project (as defined in the Resolution of Necessity) and adopted the estimated Special Assessments filed with the Clerk of Council and the City's Director of Finance pursuant to the Resolution of Necessity; now, therefore,

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

Section 1. That the recitals hereof are hereby incorporated by reference, and each capitalized term not otherwise defined herein or by reference to another document shall have the meaning assigned to it in the Resolution of Necessity, an unsigned copy of which is attached to this ordinance as Attachment B.

Section 2. That the Special Assessments for the costs and expenses of the Assessment Project, which are set forth in the Petition (a copy of which is attached to the Resolution of Necessity) and are on file with the Clerk of Council and the City's Finance Director, are adopted and confirmed and are assessed against the Assessed Property in the manner and in the number of installments provided in the Resolution of Necessity and the Petition. The Special Assessments are assessed against the Assessed Property commencing in tax year 2022 for collection in 2023 and shall continue through tax year 2046 for collection in 2047. The list of

Special Assessments to be levied and assessed against the Assessed Property and the schedule of the Special Assessments are attached to this ordinance as Attachment A.

Section 3. That this Council hereby finds and determines that the Special Assessments are in proportion to the special benefits received by the Assessed Property as set forth in the Petition and are not in excess of any applicable statutory limitation. The Special Assessments against the Assessed Property shall be payable as set forth in the Resolution of Necessity and the Petition. All Special Assessments shall be certified by the City's Finance Director to the Hamilton County Auditor pursuant to the Petition and Ohio Revised Code Section 727.33, to be placed on the tax list and duplicate and collected with and in the same manner as real property taxes are collected and as set forth in the Petition. This Council hereby appropriates the Special Assessments collected to be used by the City to meet its obligations with respect to the Assessment Project in accordance with the Standing Assignment Agreement and the Addendum.

Section 4. That the Owner of the Assessed Property has waived its right to pay the Special Assessments in cash, and all Special Assessments and installments thereof are to be certified by the City's Finance Director to the Hamilton County Auditor as provided by law to be placed by him or her on the tax list and duplicate and collected with and in the same manner as real property taxes are collected and as set forth in the Petition.

Section 5. That the City's Finance Director is authorized to keep the Special Assessments on file in the office of the Finance Director.

Section 6. That in compliance with Ohio Revised Code Section 319.61, the Clerk of the Council is hereby directed to deliver a certified copy of this ordinance to the Hamilton County Auditor within twenty (20) days after its passage.

Section 7. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Ohio Revised Code Section 121.22.

Section 8. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to ensure that the board of directors of the City of Cincinnati, Ohio Energy Special Improvement District, Inc. may proceed with the Assessment Project as soon as possible so that work thereon may commence or continue without delay.

Passed:	, 2020	
		John Cranley, Mayor
Attest:Clerk	<u> </u>	

### **ATTACHMENT A**

## LIST OF SPECIAL ASSESSMENTS AND SCHEDULE OF SPECIAL ASSESSMENTS

## 1614 WALNUT STREET LIST OF SPECIAL ASSESSMENTS

<u>Name</u>	Assessed Properties <u>Description</u>	Portion of Benefit and Special Assessment	Amount of Special Assessments
1614 Walnut LLC	Hamilton County Parcel Number: 094-0007-0188-00	84%	\$472,268.00
1614 Walnut LLC	Hamilton County Parcel Number: 094-0007-0190-00	16%	\$89,956.00

## Schedule of Special Assessments for 1614 Walnut Street

094-0007-0188-00\*

The following schedule of Special Assessment charges shall be certified for collection in fifty (50) semi-annual installments to be collected with property taxes in calendar years 2023 through 2047:

Special Assessment	Special Assessment
Payment Date**	Installment Amount***
1/31/2023	\$9,445.36
7/31/2023	9,445.36
1/31/2024	9,445.36
7/31/2024	9,445.36
1/31/2025	9,445.36
7/31/2025	9,445.36
1/31/2026	9,445.36
7/31/2026	9,445.36
1/31/2027	9,445.36
7/31/2027	9,445.36
1/31/2028	9,445.36
7/31/2028	9,445.36
1/31/2029	9,445.36
7/31/2029	9,445.36
1/31/2030	9,445.36
7/31/2030	9,445.36
1/31/2031	9,445.36
7/31/2031	9,445.36
1/31/2032	9,445.36
7/31/2032	9,445.36
1/31/2033	9,445.36
7/31/2033	9,445.36
1/31/2034	9,445.36
7/31/2034	9,445.36
1/31/2035	9,445.36
7/31/2035	9,445.36
1/31/2036	9,445.36
7/31/2036	9,445.36
1/31/2037	9,445.36
7/31/2037	9,445.36
1/31/2038	9,445.36
7/31/2038	9,445.36
1/31/2039	9,445.36
7/31/2039	9,445.36

1/31/2040	9,445.36
7/31/2040	9,445.36
1/31/2041	9,445.36
7/31/2041	9,445.36
1/31/2042	9,445.36
7/31/2042	9,445.36
1/31/2043	9,445.36
7/31/2043	9,445.36
1/31/2044	9,445.36
7/31/2044	9,445.36
1/31/2045	9,445.36
7/31/2045	9,445.36
1/31/2046	9,445.36
7/31/2046	9,445.36
1/31/2047	9,445.36
7/31/2047	9,445.36

<sup>\*</sup> As identified in the records of the Auditor of Hamilton County, Ohio as of July 20, 2020.

<sup>\*\*</sup> Pursuant to Ohio Revised Code Chapter 323, the Special Assessment Payment Dates identified in this Schedule of Special Assessments are subject to adjustment by the Auditor of Hamilton County, Ohio, Ohio under certain conditions.

<sup>\*\*\*</sup> The Auditor of Hamilton County, Ohio may impose a special assessment collection fee with respect to each Special Assessment payment. If imposed, this special assessment collection fee will be added by the Auditor of Hamilton County, Ohio to each Special Assessment payment.

## Schedule of Special Assessments for 1614 Walnut Street

094-0007-0190-00\*

The following schedule of Special Assessment charges shall be certified for collection in fifty (50) semi-annual installments to be collected with property taxes in calendar years 2023 through 2047:

Special Assessment	Special Assessment
Payment Date**	Installment Amount***
1/31/2023	\$1,799.12
7/31/2023	1,799.12
1/31/2024	1,799.12
7/31/2024	1,799.12
1/31/2025	1,799.12
7/31/2025	1,799.12
1/31/2026	1,799.12
7/31/2026	1,799.12
1/31/2027	1,799.12
7/31/2027	1,799.12
1/31/2028	1,799.12
7/31/2028	1,799.12
1/31/2029	1,799.12
7/31/2029	1,799.12
1/31/2030	1,799.12
7/31/2030	1,799.12
1/31/2031	1,799.12
7/31/2031	1,799.12
1/31/2032	1,799.12
7/31/2032	1,799.12
1/31/2033	1,799.12
7/31/2033	1,799.12
1/31/2034	1,799.12
7/31/2034	1,799.12
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7/31/2035	1,799.12
1/31/2036	1,799.12
7/31/2036	1,799.12
1/31/2037	1,799.12
7/31/2037	1,799.12
1/31/2038	1,799.12
7/31/2038	1,799.12
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<sup>\*</sup> As identified in the records of the Auditor of Hamilton County, Ohio as of July 20, 2020.

<sup>\*\*</sup> Pursuant to Ohio Revised Code Chapter 323, the Special Assessment Payment Dates identified in this Schedule of Special Assessments are subject to adjustment by the Auditor of Hamilton County, Ohio, Ohio under certain conditions.

<sup>\*\*\*</sup> The Auditor of Hamilton County, Ohio may impose a special assessment collection fee with respect to each Special Assessment payment. If imposed, this special assessment collection fee will be added by the Auditor of Hamilton County, Ohio to each Special Assessment payment.

## **ATTACHMENT B**

## RESOLUTION OF NECESSITY

[See Attached]

### EMERGENCY

## Legislative Resolution

RESOLUTION NO.	- 2020
	_

**DECLARING** by legislative resolution the necessity of the special assessment project at 1614 Walnut Street in the City of Cincinnati, Ohio involving the City of Cincinnati, Ohio Energy Special Improvement District.

WHEREAS, Ohio Revised Code Section 1710.02(F) provides that a political subdivision that has approved a petition for special assessments for public improvements in a special improvement district pursuant to Ohio Revised Code Chapter 1710 shall levy said special assessments pursuant to Ohio Revised Code Chapter 727; and

WHEREAS, pursuant to Resolution No. 28-2014 passed on April 9, 2014, Council approved the Petition for the Creation of the City of Cincinnati, Ohio Energy Special Improvement District, together with the Articles of Incorporation of the City of Cincinnati, Ohio Energy Special Improvement District, Inc. and, following said approvals by Council, on July 23, 2014, the City of Cincinnati, Ohio Energy Special Improvement District, Inc. (hereinafter, the "ESID") was formed as an ESID and is now duly authorized and operating pursuant to Ohio Revised Code Chapter 1710; and

WHEREAS, 1614 Walnut LLC (and together with all future owners of the Project Site, as defined below, the "Owner"), as the owner of one hundred percent (100%) of the lots and lands, including air parcels, to be assessed for the improvements described in this Resolution, has executed and filed with this Council a *Petition for Special Assessments for Special Energy Improvement Projects* dated as of July 21, 2020 (the "Petition"), including a *Supplement to Plan for 1614 Walnut Street Project* (the "Supplemental Plan"), proposing the necessity of special assessments to pay the costs of special energy improvement projects (as more fully identified in the Petition and Supplemental Plan, the "Authorized Improvements") to be located at 1614 Walnut Street in Cincinnati (the "Assessed Property"); and

WHEREAS, the Petition and the Supplemental Plan are on file with the Clerk of Council, and copies thereof are attached to this Resolution as Attachment A; and

WHEREAS, in the Petition, the Owner requests that the Authorized Improvements be paid for by special assessments assessed upon the Assessed Property (the "Special Assessments") in an amount sufficient to pay the costs of the Authorized Improvements and other related costs of financing the Authorized Improvements, which include, without limitation, the payment of principal of, interest on, and financing, credit enhancement, and issuance expenses related to, any bonds, notes, loans, or other financing provided to pay the costs of the Authorized Improvements, and requests that the Authorized Improvements be undertaken cooperatively by the City, the ESID, and the Owner in accordance with the Standing Assignment

Agreement dated as of February 28, 2017 by and among the City, the Port of Greater Cincinnati Development Authority, and the ESID (the "Standing Assignment Agreement"); and

WHEREAS, in order to provide for the assignment and transfer of the Special Assessments, the ESID has requested that the City execute and deliver an Addendum to the Standing Assignment Agreement substantially in the form now on file with the Clerk of Council; and

WHEREAS, (i) the Special Assessments are conducive to the public health, convenience, and welfare of this City and the inhabitants of the City; (ii) the Assessed Property is specially benefited by the Special Assessments; and (iii) the Special Assessments have been petitioned for by the owner of 100% of the Assessed Property; now, therefore,

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

Section 1. That the recitals hereof are hereby incorporated by reference, and each capitalized term not otherwise defined in this Resolution or by reference to another document shall have the meaning assigned to it in the *Petition for Special Assessments for Special Energy Improvement Projects* dated July 21, 2020 (the "Petition"), which Petition, together with a *Supplement to Plan for 1614 Walnut Street Project* (the "Supplemental Plan"), are hereby approved and accepted, and copies of which are attached to this Resolution as Attachment A.

Section 2. That this Council hereby approves and authorizes the City Manager to execute an Addendum to the Standing Assignment Agreement substantially in the form now on file with the Clerk of Council, together with any modifications as may be necessary to effectuate the purpose of the Petition and Ohio Revised Code Chapter 1710, provided that any such modifications shall not, in the judgment of the City Manager, be adverse to the City.

Section 3. That it is hereby declared necessary, and a vital and essential public purpose of the City, to improve the real property located at 1614 Walnut Street, Cincinnati, Ohio (the "Assessed Property"), by providing for special energy improvement projects as more fully identified in the Petition and Supplemental Plan (the "Authorized Improvements") on the

Assessed Property, including any and all costs and expenses in connection with or otherwise related thereto as described in the Petition (collectively, the "Assessment Project"), which Assessment Project is described in the plans, specifications, profiles, and estimates of costs included in the Petition and on file in the office of the Clerk of Council.

Section 4. That the plans and specifications and total cost of the Assessment Project now on file in the office of the Clerk of Council are approved, subject to changes as provided for in the Standing Assignment Agreement among the City, the Port of Greater Cincinnati Development Authority, and the City of Cincinnati, Ohio Energy Special Improvement District, Inc. (the "ESID"), and as permitted by Ohio Revised Code Chapter 727. The Assessment Project shall be made in accordance with the plans, specifications, profiles, and estimates for the Assessment Project.

Section 5. That this Council finds and determines that: (i) the Assessment Project is conducive to the public health, convenience, and welfare of this City and the inhabitants thereof, and that it is an essential and vital public, governmental purpose of the City as a Special Energy Improvement Project as defined in Ohio Revised Code Section 1710.01(I); (ii) the Assessed Property is specially benefited by the Assessment Project; and (iii) the Assessment Project has been petitioned for by the owner of 100% of the Assessed Property. It is hereby determined that the Assessment Project's elements are so situated in relation to each other that in order to complete the acquisition and improvement of the Assessment Project's elements in the most practical and economical manner, they should be acquired and improved at the same time, with the same kind of materials, and in the same manner, and that the Assessment Project's elements shall be treated as a single improvement pursuant to Ohio Revised Code Section 727.09.

Section 6. That pursuant to Ohio Revised Code Section 1710.02(G)(4), Council hereby determines that the Assessment Project is not required to be owned exclusively by the City. Council accordingly hereby authorizes the board of directors of the ESID to act as its agent to sell, transfer, lease, or convey the Assessment Project. The board of directors of the ESID must obtain from any sale, transfer, lease, or conveyance of the Assessment Project any consideration greater than or equal to \$1.00.

Section 7. That the costs of the Assessment Project, as set forth in the Petition, shall be assessed in proportion to the benefits upon the Assessed Property, and the assessment for such purpose (the "Special Assessments") shall be assessed and paid as specified in the Petition. The portion of the costs of the Assessment Project allocable to the City will be 0%. The City does not intend to issue securities in anticipation of the levy of the Special Assessments.

Section 8. That the City's Finance Director and/or her designee is authorized to cause to be prepared and filed in the office of the Clerk of Council the estimated Special Assessments and the cost of the Assessment Project in accordance with the method of assessment set forth in the Petition and this Resolution.

Section 9. That the Special Assessments shall be levied and paid in fifty (50) semi-annual installments pursuant to the list of estimated Special Assessments set forth in the Petition.

1614 Walnut LLC (the "Owner") has waived the right to pay the Special Assessment in cash within thirty (30) days after the first publication of the notice of the assessing ordinance.

Section 10. That the Owner has waived notice of the adoption of this Resolution and the filing of the estimated Special Assessments upon the filing of the estimated Special Assessments with the Clerk of Council under Ohio Revised Code Section 727.13.

Section 11. That pursuant to and subject to the provisions of a valid Petition signed by the Owner, as the owner of one hundred percent (100%) of the Assessed Property, which Petition is hereby accepted, the entire cost of the Assessment Project shall be paid by the Special Assessments levied against the Assessed Property, which is the benefited property.

Section 12. That this Council hereby accepts and approves the waivers contained in the Petition of all further notices, hearings, claims for damages, rights to appeal and other rights of property owners under the law, including, but not limited to, those specified in the Ohio Constitution, Ohio Revised Code Chapter 727, Ohio Revised Code Chapter 1710, and the Charter of the City of Cincinnati, Ohio, and consents to the immediate imposition of the Special Assessments upon the Assessed Property.

Section 13. That the City's Finance Director and/or her designee is authorized, pursuant to Ohio Revised Code Section 727.12, to cause the Special Assessments to be levied and collected at the earliest possible time including, if applicable, prior to the completion of the acquisition and construction of the Assessment Project.

Section 14. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

Section 15. That this resolution shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the

emergency is to ensure that the board of directors of the ESID may proceed with the Assessment		
Project as soon as possible so that work thereon may commence or continue without delay.		
Passed:, 2020		
	John Cranley, Mayor	
Attest:		
Clerk		

## **ATTACHMENT A**

## LIST OF SPECIAL ASSESSMENTS AND SCHEDULE OF SPECIAL ASSESSMENTS

## 1614 WALNUT STREET LIST OF SPECIAL ASSESSMENTS

<u>Name</u>	Assessed Properties Description	Portion of Benefit and Special <u>Assessment</u>	Amount of Special Assessments
1614 Walnut LLC	Hamilton County Parcel Number: 094-0007-0188-00	84%	\$472,268.00
1614 Walnut LLC	Hamilton County Parcel Number: 094-0007-0190-00	16%	\$89,956.00

## Schedule of Special Assessments for 1614 Walnut Street

 $094\text{-}0007\text{-}0188\text{-}00^*$ 

The following schedule of Special Assessment charges shall be certified for collection in fifty (50) semi-annual installments to be collected with property taxes in calendar years 2023 through 2047:

Special Assessment	Special Assessment
Payment Date**	Installment Amount***
1/31/2023	\$9,445.36
7/31/2023	9,445.36
1/31/2024	9,445.36
7/31/2024	9,445.36
1/31/2025	9,445.36
7/31/2025	9,445.36
1/31/2026	9,445.36
7/31/2026	9,445.36
1/31/2027	9,445.36
7/31/2027	9,445.36
1/31/2028	9,445.36
7/31/2028	9,445.36
1/31/2029	9,445.36
7/31/2029	9,445.36
1/31/2030	9,445.36
7/31/2030	9,445.36
1/31/2031	9,445.36
7/31/2031	9,445.36
1/31/2032	9,445.36
7/31/2032	9,445.36
1/31/2033	9,445.36
7/31/2033	9,445.36
1/31/2034	9,445.36
7/31/2034	9,445.36
1/31/2035	9,445.36
7/31/2035	9,445.36
1/31/2036	9,445.36
7/31/2036	9,445.36
1/31/2037	9,445.36
7/31/2037	9,445.36
1/31/2038	9,445.36
7/31/2038	9,445.36
1/31/2039	9,445.36
7/31/2039	9,445.36
1/31/2040	9,445.36

7/31/2040	9,445.36
1/31/2041	9,445.36
7/31/2041	9,445.36
1/31/2042	9,445.36
7/31/2042	9,445.36
1/31/2043	9,445.36
7/31/2043	9,445.36
1/31/2044	9,445.36
7/31/2044	9,445.36
1/31/2045	9,445.36
7/31/2045	9,445.36
1/31/2046	9,445.36
7/31/2046	9,445.36
1/31/2047	9,445.36
7/31/2047	9,445.36

<sup>\*</sup> As identified in the records of the Auditor of Hamilton County, Ohio as of July 20, 2020.

<sup>\*\*</sup> Pursuant to Ohio Revised Code Chapter 323, the Special Assessment Payment Dates identified in this Schedule of Special Assessments are subject to adjustment by the Auditor of Hamilton County, Ohio, Ohio under certain conditions.

<sup>\*\*\*</sup> The Auditor of Hamilton County, Ohio may impose a special assessment collection fee with respect to each Special Assessment payment. If imposed, this special assessment collection fee will be added by the Auditor of Hamilton County, Ohio to each Special Assessment payment.

## Schedule of Special Assessments for 1614 Walnut Street

 $094\text{-}0007\text{-}0190\text{-}00^*$ 

The following schedule of Special Assessment charges shall be certified for collection in fifty (50) semi-annual installments to be collected with property taxes in calendar years 2023 through 2047:

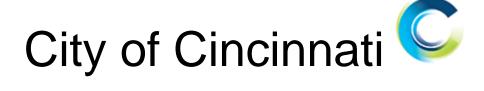
Special Assessment	Special Assessment
Payment Date**	Installment Amount***
1/31/2023	\$1,799.12
7/31/2023	1,799.12
1/31/2024	1,799.12
7/31/2024	1,799.12
1/31/2025	1,799.12
7/31/2025	1,799.12
1/31/2026	1,799.12
7/31/2026	1,799.12
1/31/2027	1,799.12
7/31/2027	1,799.12
1/31/2028	1,799.12
7/31/2028	1,799.12
1/31/2029	1,799.12
7/31/2029	1,799.12
1/31/2030	1,799.12
7/31/2030	1,799.12
1/31/2031	1,799.12
7/31/2031	1,799.12
1/31/2032	1,799.12
7/31/2032	1,799.12
1/31/2033	1,799.12
7/31/2033	1,799.12
1/31/2034	1,799.12
7/31/2034	1,799.12
1/31/2035	1,799.12
7/31/2035	1,799.12
1/31/2036	1,799.12
7/31/2036	1,799.12
1/31/2037	1,799.12
7/31/2037	1,799.12
1/31/2038	1,799.12
7/31/2038	1,799.12
1/31/2039	1,799.12
7/31/2039	1,799.12
1/31/2040	1,799.12

7/31/2040	1,799.12
1/31/2041	1,799.12
7/31/2041	1,799.12
1/31/2042	1,799.12
7/31/2042	1,799.12
1/31/2043	1,799.12
7/31/2043	1,799.12
1/31/2044	1,799.12
7/31/2044	1,799.12
1/31/2045	1,799.12
7/31/2045	1,799.12
1/31/2046	1,799.12
7/31/2046	1,799.12
1/31/2047	1,799.12
7/31/2047	1,799.12

<sup>\*</sup> As identified in the records of the Auditor of Hamilton County, Ohio as of July 20, 2020.

<sup>\*\*</sup> Pursuant to Ohio Revised Code Chapter 323, the Special Assessment Payment Dates identified in this Schedule of Special Assessments are subject to adjustment by the Auditor of Hamilton County, Ohio, Ohio under certain conditions.

<sup>\*\*\*</sup> The Auditor of Hamilton County, Ohio may impose a special assessment collection fee with respect to each Special Assessment payment. If imposed, this special assessment collection fee will be added by the Auditor of Hamilton County, Ohio to each Special Assessment payment.



August 3, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: DECLARING THE NECESSITY - ASSESSMENT PROJECT - 1614

WALNUT STREET - ENERGY SPECIAL IMPROVEMENT

**DISTRICT** 

Attached is an Emergency Legislative Resolution captioned as follows:

DECLARING by legislative resolution the necessity of the assessment project at 1614 Walnut Street in the City of Cincinnati, Ohio involving the City of Cincinnati, Ohio Energy Special Improvement District.

### BACKGROUND/CURRENT CONDITIONS

The Ohio PACE (Property Assessed Clean Energy) program allows commercial property owners to opt in to a special assessment which is added to the property tax bill to access long-term, fixed-rate financing for energy efficiency upgrades. 1614 Walnut LLC has requested to have their property added to the Energy Special Improvement District (ESID) and special assessments levied on the property, for the purpose of accessing PACE financing for energy efficiency upgrades to their planned mixed-use rehab project.

### **DEVELOPER INFORMATION**

The development entity is 1614 Walnut LLC. and are affiliates of North Crown Property whose mission is to foster smart, ethically sound and historically sensitive development and rehabilitation in urban cores. They have also rehabbed buildings at 1618 and 1630 Walnut Street, in proximity to the proposed project in Over-The-Rhine, Cincinnati.

#### PROJECT DESCRIPTION

The project will include rehab of a vacant building into a mixed-use development including residential and commercial space in the Over-The-Rhine neighborhood. The construction cost is estimated to be \$1,900,000, and the total cost of the PACE eligible

Legislative Resolution Declaring the Necessity of the PACE Assessment Project 1614 Walnut, LLC.

Page 2 of 2

improvements is \$222,000. There is also a LEED CRA tax abatement associated with the project.

#### PROPOSED INCENTIVE

DCED is recommending that the City amend the Energy Special Improvements District (ESID) boundaries to add this property to the ESID, and levy special assessments on the property. This will allow the developer to access financing for energy efficiency upgrades to the building envelope, HVAC, and lighting systems.

City Council approved the Project Incentive Agreement related to this project on December 4<sup>th</sup>, 2019.

### RECOMMENDATION

The Administration recommends approval of this legislative resolution.

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

### **EMERGENCY**

## Legislative Resolution

AWG	
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RESOLUTION NO.	- 2020
RESOLUTION NO.	

**DECLARING** by legislative resolution the necessity of the special assessment project at 1614 Walnut Street in the City of Cincinnati, Ohio involving the City of Cincinnati, Ohio Energy Special Improvement District.

WHEREAS, Ohio Revised Code Section 1710.02(F) provides that a political subdivision that has approved a petition for special assessments for public improvements in a special improvement district pursuant to Ohio Revised Code Chapter 1710 shall levy said special assessments pursuant to Ohio Revised Code Chapter 727; and

WHEREAS, pursuant to Resolution No. 28-2014 passed on April 9, 2014, Council approved the Petition for the Creation of the City of Cincinnati, Ohio Energy Special Improvement District, together with the Articles of Incorporation of the City of Cincinnati, Ohio Energy Special Improvement District, Inc. and, following said approvals by Council, on July 23, 2014, the City of Cincinnati, Ohio Energy Special Improvement District, Inc. (hereinafter, the "ESID") was formed as an ESID and is now duly authorized and operating pursuant to Ohio Revised Code Chapter 1710; and

WHEREAS, 1614 Walnut LLC (and together with all future owners of the Project Site, as defined below, the "Owner"), as the owner of one hundred percent (100%) of the lots and lands, including air parcels, to be assessed for the improvements described in this Resolution, has executed and filed with this Council a *Petition for Special Assessments for Special Energy Improvement Projects* dated as of July 21, 2020 (the "Petition"), including a *Supplement to Plan for 1614 Walnut Street Project* (the "Supplemental Plan"), proposing the necessity of special assessments to pay the costs of special energy improvement projects (as more fully identified in the Petition and Supplemental Plan, the "Authorized Improvements") to be located at 1614 Walnut Street in Cincinnati (the "Assessed Property"); and

WHEREAS, the Petition and the Supplemental Plan are on file with the Clerk of Council, and copies thereof are attached to this Resolution as Attachment A; and

WHEREAS, in the Petition, the Owner requests that the Authorized Improvements be paid for by special assessments assessed upon the Assessed Property (the "Special Assessments") in an amount sufficient to pay the costs of the Authorized Improvements and other related costs of financing the Authorized Improvements, which include, without limitation, the payment of principal of, interest on, and financing, credit enhancement, and issuance expenses related to, any bonds, notes, loans, or other financing provided to pay the costs of the Authorized Improvements, and requests that the Authorized Improvements be undertaken cooperatively by the City, the ESID, and the Owner in accordance with the Standing Assignment

Agreement dated as of February 28, 2017 by and among the City, the Port of Greater Cincinnati Development Authority, and the ESID (the "Standing Assignment Agreement"); and

WHEREAS, in order to provide for the assignment and transfer of the Special Assessments, the ESID has requested that the City execute and deliver an Addendum to the Standing Assignment Agreement substantially in the form now on file with the Clerk of Council; and

WHEREAS, (i) the Special Assessments are conducive to the public health, convenience, and welfare of this City and the inhabitants of the City; (ii) the Assessed Property is specially benefited by the Special Assessments; and (iii) the Special Assessments have been petitioned for by the owner of 100% of the Assessed Property; now, therefore,

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

Section 1. That the recitals hereof are hereby incorporated by reference, and each capitalized term not otherwise defined in this Resolution or by reference to another document shall have the meaning assigned to it in the *Petition for Special Assessments for Special Energy Improvement Projects* dated July 21, 2020 (the "Petition"), which Petition, together with a *Supplement to Plan for 1614 Walnut Street Project* (the "Supplemental Plan"), are hereby approved and accepted, and copies of which are attached to this Resolution as Attachment A.

Section 2. That this Council hereby approves and authorizes the City Manager to execute an Addendum to the Standing Assignment Agreement substantially in the form now on file with the Clerk of Council, together with any modifications as may be necessary to effectuate the purpose of the Petition and Ohio Revised Code Chapter 1710, provided that any such modifications shall not, in the judgment of the City Manager, be adverse to the City.

Section 3. That it is hereby declared necessary, and a vital and essential public purpose of the City, to improve the real property located at 1614 Walnut Street, Cincinnati, Ohio (the "Assessed Property"), by providing for special energy improvement projects as more fully identified in the Petition and Supplemental Plan (the "Authorized Improvements") on the

Assessed Property, including any and all costs and expenses in connection with or otherwise related thereto as described in the Petition (collectively, the "Assessment Project"), which Assessment Project is described in the plans, specifications, profiles, and estimates of costs included in the Petition and on file in the office of the Clerk of Council.

Section 4. That the plans and specifications and total cost of the Assessment Project now on file in the office of the Clerk of Council are approved, subject to changes as provided for in the Standing Assignment Agreement among the City, the Port of Greater Cincinnati Development Authority, and the City of Cincinnati, Ohio Energy Special Improvement District, Inc. (the "ESID"), and as permitted by Ohio Revised Code Chapter 727. The Assessment Project shall be made in accordance with the plans, specifications, profiles, and estimates for the Assessment Project.

Section 5. That this Council finds and determines that: (i) the Assessment Project is conducive to the public health, convenience, and welfare of this City and the inhabitants thereof, and that it is an essential and vital public, governmental purpose of the City as a Special Energy Improvement Project as defined in Ohio Revised Code Section 1710.01(I); (ii) the Assessed Property is specially benefited by the Assessment Project; and (iii) the Assessment Project has been petitioned for by the owner of 100% of the Assessed Property. It is hereby determined that the Assessment Project's elements are so situated in relation to each other that in order to complete the acquisition and improvement of the Assessment Project's elements in the most practical and economical manner, they should be acquired and improved at the same time, with the same kind of materials, and in the same manner, and that the Assessment Project's elements shall be treated as a single improvement pursuant to Ohio Revised Code Section 727.09.

Section 6. That pursuant to Ohio Revised Code Section 1710.02(G)(4), Council hereby determines that the Assessment Project is not required to be owned exclusively by the City. Council accordingly hereby authorizes the board of directors of the ESID to act as its agent to sell, transfer, lease, or convey the Assessment Project. The board of directors of the ESID must obtain from any sale, transfer, lease, or conveyance of the Assessment Project any consideration greater than or equal to \$1.00.

Section 7. That the costs of the Assessment Project, as set forth in the Petition, shall be assessed in proportion to the benefits upon the Assessed Property, and the assessment for such purpose (the "Special Assessments") shall be assessed and paid as specified in the Petition. The portion of the costs of the Assessment Project allocable to the City will be 0%. The City does not intend to issue securities in anticipation of the levy of the Special Assessments.

Section 8. That the City's Finance Director and/or her designee is authorized to cause to be prepared and filed in the office of the Clerk of Council the estimated Special Assessments and the cost of the Assessment Project in accordance with the method of assessment set forth in the Petition and this Resolution.

Section 9. That the Special Assessments shall be levied and paid in fifty (50) semi-annual installments pursuant to the list of estimated Special Assessments set forth in the Petition.

1614 Walnut LLC (the "Owner") has waived the right to pay the Special Assessment in cash within thirty (30) days after the first publication of the notice of the assessing ordinance.

Section 10. That the Owner has waived notice of the adoption of this Resolution and the filing of the estimated Special Assessments upon the filing of the estimated Special Assessments with the Clerk of Council under Ohio Revised Code Section 727.13.

Section 11. That pursuant to and subject to the provisions of a valid Petition signed by the Owner, as the owner of one hundred percent (100%) of the Assessed Property, which Petition is hereby accepted, the entire cost of the Assessment Project shall be paid by the Special Assessments levied against the Assessed Property, which is the benefited property.

Section 12. That this Council hereby accepts and approves the waivers contained in the Petition of all further notices, hearings, claims for damages, rights to appeal and other rights of property owners under the law, including, but not limited to, those specified in the Ohio Constitution, Ohio Revised Code Chapter 727, Ohio Revised Code Chapter 1710, and the Charter of the City of Cincinnati, Ohio, and consents to the immediate imposition of the Special Assessments upon the Assessed Property.

Section 13. That the City's Finance Director and/or her designee is authorized, pursuant to Ohio Revised Code Section 727.12, to cause the Special Assessments to be levied and collected at the earliest possible time including, if applicable, prior to the completion of the acquisition and construction of the Assessment Project.

Section 14. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

Section 15. That this resolution shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the

emergency is to ensure that the board of directors of the	e ESID may proceed with the Assessment
Project as soon as possible so that work thereon may co	ommence or continue without delay.
Passed:, 2020	
	John Cranley, Mayor
Attest: Clerk	
CIGIA	

### ATTACHMENT A

# PETITION FOR SPECIAL ASSESSMENTS FOR SPECIAL ENERGY IMPROVEMENT PROJECTS

A PETITION TO THE CITY OF CINCINNATI, OHIO SEEKING THE IMPOSITION OF SPECIAL ASSESSMENTS TO PAY THE COSTS OF VARIOUS SPECIAL ENERGY IMPROVEMENT PROJECTS AGAINST PROPERTY OWNED BY THE PETITIONER AND SPECIALLY BENEFITED THEREBY, INCLUDING A WAIVER OF ALL RIGHTS TO NOTICES, HEARINGS AND APPEALS RESPECTING THE REQUESTED SPECIAL ASSESSMENTS

To: The City Manager and City Council of the City of Cincinnati, Ohio

1614 Walnut LLC, an Ohio limited liability company (the "Petitioner") is the owner of 100% of the property described on **Exhibit A** attached to this Petition (the "Property").

The Board of Directors of the City of Cincinnati, Ohio Energy Special Improvement District, Inc. (the "Corporation"), an Ohio nonprofit corporation formed to govern the City of Cincinnati, Ohio Energy Special Improvement District (the "District"), created within the boundaries of the City of Cincinnati, Ohio (the "City") has approved a plan (the "Program Plan") for the purpose of developing and implementing special energy improvement projects, as defined in Ohio Revised Code Section 1710.01(I). The Program Plan is attached to this Petition as **Exhibit C**.

Pursuant to the Program Plan, the Corporation has caused special energy improvement projects to be provided from time to time. In accordance with Ohio Revised Code Chapter 1710 and the Program Plan, the Program Plan may be amended from time to time by supplemental plans (the "Supplemental Plans") (the Program Plan and every Supplemental Plan together constituting the "Plan") to provide for additional special energy improvement projects, and the District may be enlarged from time to time to include additional property so long as at least one special energy improvement project is designated for each parcel of real property within the additional territory added to the District.

The Board of Directors of the Corporation has received the Supplemental Plan attached to this Petition as **Exhibit B**, including the description of the special energy improvement projects proposed to be constructed or installed on the Property (the "Authorized Improvements"), and related materials in support of the expansion of the District to include the Property.

As required by Ohio Revised Code Section 1710.02, the Petitioner, as the owner of the Property, being 100% of the area proposed to be added to the District and 100% of the area proposed to be assessed for the Authorized Improvements, hereby (a) petitions the City Council to (i) approve the addition of the Property to the District and (ii) approve an amendment and supplement to the Plan by the Supplemental Plan to include the Authorized Improvements and (b) requests that (i) Authorized Improvements be undertaken by the District, and (ii) the total

cost of those Authorized Improvements be assessed on the Property in proportion to the special benefits that will result from the Authorized Improvements.

In connection with this Petition and in furtherance of its purposes, the Petitioner acknowledges that it has reviewed or caused to be reviewed (i) the Plan and the Supplemental Plan, (ii) the plans, specifications and profiles for the Authorized Improvements, (iii) the estimate of cost for the Authorized Improvements included in **Exhibit B** and (iv) the schedule of estimated special assessments to be levied for the Authorized Improvements also included in **Exhibit B**. The Petitioner acknowledges that the estimated special assessment for each parcel is in proportion to the benefits that may result from the Authorized Improvements.

Accordingly, the Petitioner hereby petitions for the construction of the Authorized Improvements identified in this Petition and the Supplemental Plan attached to this Petition as **Exhibit B**, as authorized under Ohio Revised Code Chapter 1710, and for the imposition of the special assessments identified in this Petition and authorized under Ohio Revised Code Chapters 727 and 1710 (the "Special Assessments") to pay the costs of the Authorized Improvements.

In consideration of the City's acceptance of this Petition and the imposition of the requested Special Assessments, the Petitioner consents and agrees that the Property as identified in Exhibit A shall be assessed for all of the costs of the Authorized Improvements, including any and all architectural, engineering, legal, insurance, consulting, energy auditing, planning, acquisition, installation, construction, survey, testing and inspection costs; the amount of any damages resulting from the Authorized Improvements and the interest on such damages amount; the costs incurred in connection with the preparation, levy and collection of the special assessments; the cost of purchasing and otherwise acquiring any real estate or interests in real estate; expenses of legal services; costs of labor and material; trustee fees and other financing costs incurred in connection with the issuance, sale, and servicing of securities to pay costs of the Authorized Improvements in anticipation of the receipt of the special assessments, capitalized interest on, and financing reserve funds for, such securities or other obligations; and any program administration fees or financing servicing fees; together with all other necessary expenditures. The Petitioner agrees to pay the Special Assessments in a timely manner whether or not the Petitioner receives annual and timely notices of the Special Assessments.

Notwithstanding anything to the contrary contained herein, in the event that at any time following the date of this Petition the Property is combined or subdivided into permanent parcels in the records of the County Auditor of Hamilton County, Ohio (the "County Auditor"), the Petitioner hereby requests that the Special Assessments be allocated to Hamilton County Auditor Parcel ID No. 094-0007-0370-00 (the "Assessed Parcel"). The allocation to the resulting Assessed Parcel shall be made such that the Assessed Parcel shall be allocated a total of 100% of the Special Assessments. The Petitioner hereby certifies, represents, and warrants to the District and the City that the portion of the Special Assessments allocated to the Assessed Parcel, as described above, will cause the resulting Assessed Parcel to have Special Assessments allocated to it in proportion to, and not in excess of, the special benefits to be conferred on the resulting parcel by the Authorized Improvements. Immediately upon any subdivision of the Property, (i) any reference to the Property contained herein shall be deemed to be a reference to the Assessed

Parcel; and (ii) the legal description of the Assessed Parcel shall be deemed to replace the legal description of the Property set forth in **Exhibit A**.

In consideration of the Authorized Improvements, the Petitioner, for itself and its grantees and other successors with respect to the Property, agrees to pay promptly all Special Assessments as they become due, and agrees that the determination by Council of the Special Assessments in accordance with the terms hereof will be final, conclusive and binding upon the Petitioner and the Property. In further consideration of the Authorized Improvements, the Petitioner covenants and agrees to disclose, upon the transfer of the Property or any portion of the Property to be assessed for the actual costs of the Authorized Improvements set forth in Exhibit B, in the deed to the transferee or in a separate instrument recorded with respect to the Property the existence of any outstanding Special Assessment for the Authorized Improvements and to require that transferee covenant to disclose the existence of any outstanding Special Assessment for the Authorized Improvements in any subsequent deed or in a separate instrument recorded with respect to the Property at the time of the subsequent transfer so long as the Special Assessments remain unpaid. As a condition to each subsequent transfer while the Special Assessments remain unpaid, the Petitioner further covenants and agrees to provide expressly in the deed to any transferee or in a separate instrument recorded with respect to the Property at the time of the subsequent transfer (i) for the acquisition by the transferee of the Property subject to any outstanding Special Assessment and the transferee's assumption of responsibility for payment thereof and for waiver by the transferee of any rights that the Petitioner has waived pursuant to this Petition, and (ii) the requirement that each transferee from time to time of the Property covenant to include in the deed to any subsequent transferee or in a separate instrument recorded with respect to the Property at the time of the subsequent transfer the conditions described in clause (i) so long as the Special Assessments remain unpaid.

The Petitioner further acknowledges and confirms that the Special Assessments set forth in this Petition and in **Exhibit B** are in proportion to, and do not exceed, the special benefits to be conferred on the Property by the Authorized Improvements. The Petitioner further consents to the levying of the Special Assessment against the Property by the Council. The Petitioner acknowledges that these Special Assessments are fair, just and equitable and being imposed at the Petitioner's specific request.

The Petitioner hereby waives notice and publication of all resolutions, legal notices and hearings provided for in the Ohio Revised Code with respect to the Authorized Improvements and the Special Assessments, particularly those in Ohio Revised Code Chapters 727 and 1710, and consents to proceeding with the Authorized Improvements. Without limiting the foregoing, the Petitioner specifically waives any notices and rights under the following Ohio Revised Code Sections:

- The right to notice of the adoption of the Resolution of Necessity under Ohio Revised Code Sections 727.13 and 727.14;
- The right to limit the amount of the Special Assessments under Ohio Revised Code Sections 727.03 and 727.06, including the right to consider the Special Assessments authorized by this Petition within the limitations contained in Ohio Revised Code

- Sections 727.03 and 727.06 applicable to the Special Assessments and any other special assessments properly levied now or in the future;
- The right to file an objection to the Special Assessments under Ohio Revised Code Section 727.15;
- The right to the establishment of, and any proceedings by and any notice from an Assessment Equalization Board under Ohio Revised Code Sections 727.16 and 727.17;
- The right to file any claim for damages under Ohio Revised Code Sections 727.18 through 727.22 and Ohio Revised Code Section 727.43;
- The right to notice that bids or quotations for the Authorized Improvements may exceed estimates by 15%;
- The right to seek a deferral of payments of Special Assessments under Ohio Revised Code Section 727.251; and
- The right to notice of the passage of the Assessing Ordinance under Ohio Revised Code Section 727.26.

The Petitioner, in accordance with Ohio Revised Code Section 1710.02(A), further agrees that the Property may be included in more than one district formed under Ohio Revised Code Chapter 1710. The Petitioner further agrees not to take any actions, or cause to be taken any actions, to place any of the Property in an agricultural district as provided for in Ohio Revised Code Chapter 929, and if any of the Property is in an agricultural district, the Petitioner, in accordance with Ohio Revised Code Section 929.03, hereby grants permission to collect any Special Assessments levied against such Property.

The Petitioner further agrees and consents to the Council promptly proceeding with all actions necessary to facilitate the acquisition, installation, equipment, and improvement of the Authorized Improvements and to impose the Special Assessments.

The Petitioner acknowledges that the Special Assessments set forth in this Petition and in the Exhibits to this Petition are based upon an estimate of costs, and that the final Special Assessments shall be calculated in the same manner, which, regardless of any statutory limitation on the Special Assessments, may be more or less than the respective estimated Special Assessments for the Authorized Improvements. In the event the final assessments exceed the estimated assessments, the Petitioner, without limitation of the other waivers contained in this Petition, also waives any rights it may now or in the future have to object to those assessments, any notice provided for in Ohio Revised Code Chapters 727 and 1710, and any rights of appeal provided for in such Chapters or otherwise. The Petitioner further acknowledges and represents that the respective final assessments may be levied at such time as determined by the City and regardless of whether or not any of the parts or portions of the Authorized Improvements have been completed.

The Petitioner further acknowledges that the final Special Assessments for the Authorized Improvements, when levied against the Property, will be payable in cash within thirty (30) days from the date of passage of the ordinance confirming and levying the final assessments and that if any of such assessments are not paid in cash they will be certified to the Auditor of the County, as provided by law, to be placed on the tax list and duplicate and collected as other taxes are collected. Notwithstanding the foregoing, however, the Petitioner

hereby waives the right to pay the final assessments for the Authorized Improvements in cash within thirty (30) days from the passage of the ordinance confirming and levying the final assessments and requests that the unpaid final assessments for the Authorized Improvements shall be payable in fifty (50) semi-annual installments.

Pursuant to Ohio Revised Code Section 1710.03(C), the Petitioner hereby appoints as its designee to carry out the rights and responsibilities of District members under Ohio Revised Code Chapter 1710 such representative as may be duly appointed by the Petitioner from time to time, which designation shall not expire unless and until Petitioner shall notify the Secretary of the District that said designation is no longer in effect or that Petitioner has made a new designation to replace said designation.

The Petitioner further waives any and all questions as to the constitutionality of the laws under which the Authorized Improvements shall be acquired, installed, or constructed or the proceedings relating to the acquisition, installation, or construction of the Authorized Improvements, the jurisdiction of the City acting in connection with the acquisition, installation, or construction of the Authorized Improvements, all irregularities, errors and defects, if any, procedural or otherwise, in the levying of the assessments or the undertaking of the Authorized Improvements, and specifically waives any and all rights of appeal, including any right of appeal as provided in Ohio Revised Code Title 7, and specifically but without limitation, Ohio Revised Code Chapters 727 and 1710, as well as all such similar rights under the Constitution of the State of Ohio and the Charter of the City of Cincinnati, Ohio. The Petitioner represents that it will not contest, in a judicial or administrative proceeding, the undertaking of the Authorized Improvements, the estimated assessments, the final assessments, and any Special Assessments levied against the Property for the Authorized Improvements, or any other matters related to the foregoing.

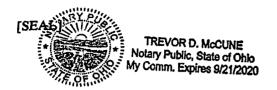
The Petitioner acknowledges and understands that the City and the Corporation will be relying upon this Petition in taking actions pursuant to it and expending resources. This Petition therefore shall be irrevocable and shall be binding upon the Petitioner, any successors or assigns of the Petitioner, the Property, and any grantees, mortgagees, lessees, or transferees of the Property. The Petitioner acknowledges that it has had an opportunity to be represented by legal counsel in this undertaking and has knowingly waived the rights identified in this Petition.

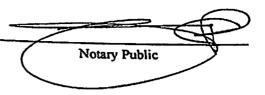
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IN WITNESS WHEREOF, the Petitioner has caused this petition to be executed by its respective undersigned duly authorized signatories.

PETITIONER: 1614 WALNUT LLC	
Authorized Signatory  By:	
Name: Derconich 3 Mars	
Title: Partner	·
Address for notices to Petitioner:	1614 Walnut LLC  131 E. McMechen Ave.  Cincinnati, DH, 45202
	Attention: [Locary More.]
STATE OF) SS: COUNTY OF)	<b>\</b>
for the State of other, who acknowledged the	nally appeared before me, a notary public in and me execution of the foregoing Petition on behalf a free act and deed of such officer and of such
limited liability company. The notarial act certificadministered to the signer with regard to the notarial act certification.	rial act certified to hereby.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.





#### **EXHIBIT A**

#### LEGAL DESCRIPTION OF PROPERTY

The real property subject to this Petition is located at the commonly used mailing address 1614 Walnut Street, Cincinnati, Ohio 45202, having Hamilton County Auditor Parcel ID Nos. 094-0007-0188-00 and 094-0007-0190-00, and the following legal description:

Parcel No. 94-7-370 1614 Walnut Street, Cincinnati, Ohio

Prior Instrument Reference: Official Record Book 14091, Page 1133

Official Record Book 14115, Page 3046

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, the City of Cincinnati, Hamilton County, Ohio, being part of Lot 145 and all of Lots 143 and 144 of Hugh Moore's Subdivision as recorded in Plat Book 2, Page 184 H.C.R.O. and being a tract conveyed to Northcrown Property, LLC, in O.R. 13863, Pg. 2862 and being more particularly described as follows:

Beginning at a building corner at the southwest corner of said Lot 143 and the intersection of the east line of Wahart Street, 60° R/W and the north line of Corwine Street, 40° R/W; thence with the west line of said Wahart Street North 00°25°23" East, 40.00 feet to a building corner; thence with the north line of said Lot 144, South 89°34'37" East, 56.20 feet to a building corner; thence North 00°25'23" East, 20.00 feet to a building corner in the north line of said Lot 145; thence with the north line of said Lot 145, South 89°34'37" East, 33.80 feet to a building corner; thence with the east line of said Lots 145, 144 and 143, South 00°25'23" West, 60.00 feet to a building corner in the north line of said Corwine Street; thence with the north line of said Corwine Street, North 89°34'37" West, 90.00 feet to the Place of Beginning. Containing 4,276 square feet of land more or less (0.098 Acres). Bearings based on Reg. Land Cert. 138289 H.C.R.O.. Subject to all logal highways, casements and restrictions of record.

#### EXHIBIT B

## CITY OF CINCINNATI, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT PROGRAM PLAN

#### SUPPLEMENT TO PLAN FOR 1614 WALNUT STREET PROJECT

As more fully provided by the City of Cincinnati, Ohio Special Improvement District Program Plan (together with all previously approved supplemental plans, the "Plan"), the City of Cincinnati, Ohio Energy Special Improvement District (the "District") has undertaken the administration of a property assessed clean energy ("PACE") program (the "Program"). The Program will provide financing secured by special assessments on real property for special energy improvement projects.

Through a Petition submitted in connection with this Supplemental Plan, 1614 Walnut LLC (the "Property Owner") has requested and consented to certain special assessments by the District with respect to certain real property owned by the Property Owner and located at 1614 Walnut Street, Cincinnati, Ohio 45202, with Hamilton County Auditor Parcel ID Nos. 094-0007-0188-00 and 094-0007-0190-00 (the "Property"). A schedule for special assessments to be assessed against the Property to pay the costs of the Authorized Improvements is attached hereto as Attachment A.

Initially the special assessments shall be allocated among the parcels (each an "Original Parcel" and, collectively, the "Original Parcels") constituting the Property as follows:

Parcel Number	Proportion of Total Special Assessments
094-0007-0188-00	84%
094-0007-0190-00	16%

In the event that at any time following the date of this Supplemental Plan the Property or any Original Parcel is combined or subdivided into permanent parcels in the records of the County Auditor of Hamilton County, Ohio (the "County Auditor"), then the Petitioner hereby requests that the Special Assessments be allocated among only the resulting parcel having Hamilton County Auditor ID Number 094-0007-0370-00 (the "Assessed Parcel"). The allocation among the resulting Assessed Parcel shall be made such that the Assessed Parcel shall be allocated a combined total of 100% of the Special Assessments. The Petitioner hereby certifies, represents, and warrants to the District and the City that the portion of the Special Assessments allocated to the resulting Assessed Parcel, as described above, will cause the resulting Assessed Parcel to have Special Assessments allocated to it in proportion to, and not in excess of, the special benefits to be conferred on the resulting parcel by the Authorized Improvements identified in this Supplemental Plan.

The Authorized Improvements applicable to the Property will include an energy efficient building envelope and related improvements. As required by Ohio Revised Code Section 1710.01(K), said Authorized Improvements are anticipated to reduce or support the reduction of

energy consumption, allow for reduction in demand, or support the production of clean, renewable energy. A detailed description of the Authorized Improvements is attached to this Supplemental Plan as Attachment B.

The Property Owner will cause this Supplemental Plan promptly to be filed with the Board of Directors of the District and with the Clerk of the City Council of Cincinnati, Ohio.

The undersigned owner of real property located within the District acknowledges that the District is subject to Ohio public records laws, including Ohio Revised Code Section 149.43 et seq. The undersigned property owner agrees to the disclosure of certain property owner information by the District to the extent required by law.

BY EXECUTING THIS SUPPLEMENTAL PLAN, THE PROPERTY OWNER IDENTIFIED BELOW HEREBY AUTHORIZES AND CONSENTS TO THIS SUPPLEMENTAL PLAN, AND ALL DISTRICT DOCUMENTS (AS DEFINED IN THE PLAN) AND AGREES TO PERFORM THE OBLIGATIONS OF THE PROPERTY OWNER CONTAINED IN THIS SUPPLEMENTAL PLAN.

Date: 06/12/22 , 2020

PROPERTY OWNER: 1614 WALNUT LLC

Title: Yartner

Address for notices to Property Owner:

Desembly D. Mon

1614 Walnut LLC

131 E. Hillicke Auc

Circinnati, oH, 45202

Attention: [Jerenny Hon.]

#### SUPPLEMENTAL PLAN—ATTACHMENT A

#### **Schedule of Special Assessments**

The Property will be subject to special assessments for the Authorized Improvements in accordance with Ohio Revised Code Chapter 1710.

Total assessment costs: \$562,224.00 Estimated semi-annual special assessments for 25 years: \$11,244.48

Number of semi-annual assessments: 50

First semi-annual installment due: January 31, 2023

The schedule of Special Assessments for the Authorized Improvements is as follows:

Special Assessment	Total Special	Special Assessment	Special Assessment
Payment Date <sup>1</sup>	Assessment	Installment Amount for	Installment Amount for
	Installment Amount	Parcel ID. No.	Parcel ID No.
		$094-0007-0188-00^2$	094-0007-0190-00
1/31/2023	\$11,244.48	\$9,445.36	\$1,799.12
7/31/2023	11,244.48	9,445.36	1,799.12
1/31/2024	11,244.48	9,445.36	1,799.12
7/31/2024	11,244.48	9,445.36	1,799.12
1/31/2025	11,244.48	9,445.36	1,799.12
7/31/2025	11,244.48	9,445.36	1,799.12
1/31/2026	11,244.48	9,445.36	1,799.12
7/31/2026	11,244.48	9,445.36	1,799.12
1/31/2027	11,244.48	9,445.36	1,799.12
7/31/2027	11,244.48	9,445.36	1,799.12
1/31/2028	11,244.48	9,445.36	1,799.12
7/31/2028	11,244.48	9,445.36	1,799.12
1/31/2029	11,244.48	9,445.36	1,799.12
7/31/2029	11,244.48	9,445.36	1,799.12
1/31/2030	11,244.48	9,445.36	1,799.12
7/31/2030	11,244.48	9,445.36	1,799.12
1/31/2031	11,244.48	9,445.36	1,799.12
7/31/2031	11,244.48	9,445.36	1,799.12
1/31/2032	11,244.48	9,445.36	1,799.12
7/31/2032	11,244.48	9,445.36	1,799.12
1/31/2033	11,244.48	9,445.36	1,799.12
7/31/2033	11,244.48	9,445.36	1,799.12

<sup>&</sup>lt;sup>1</sup> Pursuant to Ohio Revised Code Chapter 323, the Special Assessment Payment Dates identified herein are subject to adjustment by the Hamilton County Auditor under certain conditions.

<sup>&</sup>lt;sup>2</sup> Pursuant to Ohio Revised Code Section 727.36, the Hamilton County Auditor may charge and collect a fee in addition to the amounts listed in this Attachment A.

1/31/2034	11,244.48	9,445.36	1,799.12
7/31/2034	11,244.48	9,445.36	1,799.12
1/31/2035	11,244.48	9,445.36	1,799.12
7/31/2035	11,244.48	9,445.36	1,799.12
1/31/2036	11,244.48	9,445.36	1,799.12
7/31/2036	11,244.48	9,445.36	1,799.12
1/31/2037	11,244.48	9,445.36	1,799.12
7/31/2037	11,244.48	9,445.36	1,799.12
1/31/2038	11,244.48	9,445.36	1,799.12
7/31/2038	11,244.48	9,445.36	1,799.12
1/31/2039	11,244.48	9,445.36	1,799.12
7/31/2039	11,244.48	9,445.36	1,799.12
1/31/2040	11,244.48	9,445.36	1,799.12
7/31/2040	11,244.48	9,445.36	1,799.12
1/31/2041	11,244.48	9,445.36	1,799.12
7/31/2041	11,244.48	9,445.36	1,799.12
1/31/2042	11,244.48	9,445.36	1,799.12
7/31/2042	11,244.48	9,445.36	1,799.12
1/31/2043	11,244.48	9,445.36	1,799.12
7/31/2043	11,244.48	9,445.36	1,799.12
1/31/2044	11,244.48	9,445.36	1,799.12
7/31/2044	11,244.48	9,445.36	1,799.12
1/31/2045	11,244.48	9,445.36	1,799.12
7/31/2045	11,244.48	9,445.36	1,799.12
1/31/2046	11,244.48	9,445.36	1,799.12
7/31/2046	11,244.48	9,445.36	1,799.12
1/31/2047	11,244.48	9,445.36	1,799.12
7/31/2047	11,244.48	9,445.36	1,799.12
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#### SUPPLEMENTAL PLAN—ATTACHMENT B

#### **Description of Authorized Improvements**

The Authorized Improvements are expected to consist of the following energy efficiency elements:

The construction, acquisition, installation, equipping, and improving of an energy efficient building envelope and related improvements, each of which is expected to reduce or support the reduction of energy consumption, allow for the reduction in demand, or support the production of clean, renewable energy.

The costs of implementing the Authorized Improvements, exclusive of financing costs such as interest, administrative fees, closing fees, and other related costs, is expected to be approximately \$222,000.00.

### EXHIBIT C

# CITY OF CINCINNATI, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT PROGRAM PLAN

[See Attached]

### CITY OF CINCINNATI, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT PROGRAM PLAN

The City of Cincinnati, Ohio Energy Special Improvement District (the "District") will administer a property assessed clean energy ("PACE") program (the "Program"). The Program will provide financing secured by special assessments on real property for special energy improvement projects. The District authorizes and adopts this plan for the Program (as the same may be amended and supplemented from time to time as provided herein, the "Plan") to provide for the Program's administration and to set forth the terms and conditions of participation in the Program. The Port of Greater Cincinnati Development Authority, as the initial property owner owning real property within the District, as well as in its capacity as a party with interests aligned with the City of Cincinnati (the "City") with respect to the formation of the District, authorizes and consents to this Plan.

The District is established pursuant to the special energy improvement district provisions of Chapter 1710 of the Ohio Revised Code. This Plan refers to Chapter 1710 and any and all future amendments to the special energy improvement district provisions of Chapter 1710 as the "Act." Any specific statutory reference contained in this Plan shall also refer to any succeeding or amending statutory provision.

Participation in the District's Program is limited to property owners who have agreed to add their property to the District and who otherwise meet the Program's terms and conditions. These terms and conditions are addressed in this Plan, and include, without limitation, an application, a petition, a schedule of assessments to be made on included property ("Assessment Schedule"), and the governing documents forming the District. The District's governing documents include its Articles of Incorporation, Code of Regulations, resolutions duly adopted by the board of directors of the District, and the applicable resolutions and ordinances of the participating political subdivision where the real property is located (collectively, the "Governing Documents"). As a condition to participation in the District and the Program, each property owner must review and agree to the Governing Documents and further must review, agree to, and execute this Plan, an application, a petition, and an Assessment Schedule. The Governing Documents, this Plan, the applications, the petitions, and the Assessment Schedules are referred to herein collectively as the "District Documents."

The District Documents establish the terms and conditions of the Program. The Program terms and conditions may be amended from time to time as described in Part X of this Plan. By agreeing to and executing the District Documents, each property owner consents to the terms and conditions of all District Documents.

#### I. Purpose of the Program

The Program is intended to assist property owners, whether private or public, who own real property within participating political subdivisions to obtain financing for special energy

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improvement projects, as that term is defined in the Act (the "Authorized Improvements"). Obligations, including but not limited to special assessment reimbursement agreements, special assessment revenue bonds and revenue notes, loan obligations or other evidences of indebtedness, or nonprofit corporation securities (collectively, the "Program Obligations") may be issued by the District or on behalf of the District by a third party. Program Obligations or the proceeds from the sale of the Program Obligations may be used to finance Authorized Improvements that benefit properties within the District and any costs incurred by the District in connection with the issuance of Program Obligations. Participating political subdivisions shall levy special assessments on real property included in the District, the payment of which may pay the Program Obligations and the costs of administering the Program. Special assessment payments levied to finance Authorized Improvements will be due and payable by property owners at the same time real property taxes are due; provided, that certain Program Obligations may require special assessments to be due and payable by property owners only to the extent that such property owners fail to pay an obligation of the property owner secured by special assessments, such as a loan, in which case special assessments will only be due and payable by property owners if actually levied.

Nothing in this Plan shall be construed as a representation on the part of any participating political subdivision, the District, the Board, or any of the directors, officers, agents, members, independent contractors, or employees of the District or Board that the Program is the best financing option for every situation. Property owners are advised to conduct independent research to determine the best course of action.

### II. The District's Governance, Program Administrator, and Conduit Financing Entity

The District shall be governed, pursuant to the District Documents and the Act, by the Board of Directors ("Board") of the City of Cincinnati, Ohio Energy Special Improvement District, Inc., a nonprofit corporation organized under the laws of the State of Ohio (the "Corporation") to govern the District.

Pursuant to the Act, other Ohio law, and the Code of Regulations of the Corporation, the Board may from time to time, and under such conditions as the Board determines, delegate any or all of the authority contained in this Plan to its sub-committee or to an agent, independent contractor, or employee of the District or the Board.

This Plan specifically contemplates that, as authorized in the Act, Greater Cincinnati Energy Alliance will serve as the District's "Program Administrator" and render program administration services to the District and the Port of Greater Cincinnati Development Authority will serve as the District's "Conduit Financing Entity" and render conduit financing services to the District.

The District is authorized to contract with Greater Cincinnati Energy Alliance for program administration services rendered to the District. The program administration services rendered by the Program Administrator may include, without limitation (i) pursuant to Part III of this Plan, developing and administering eligibility guidelines, creating and administering an application,

setting criteria and developing a list of pre-approved contractors, procuring resources or cooperating with property owners to procure resources, and administering referrals, (ii) pursuant to Part IV of this Plan, marketing, program design, cooperating with property owners to implement Authorized Improvements, and other administrative services, and (iii) the establishment and administration of a revolving loan facility providing financing for certain special energy improvement projects.

The District is authorized to contract with the Port of Greater Cincinnati Development Authority for conduit financing services rendered to the District. The conduit financing services rendered by the Conduit Financing Entity may include, without limitation (i) pursuant to Part III of this Plan, financing Authorized Improvement and cooperating with property owners to obtain financing, (ii) pursuant to Part IV of this Plan, tracking and administering Program Obligations, administering special assessments, budgeting, and conducting or overseeing the audit process, (iii) assistance with marketing efforts relating to the District, and (iv) tracking compliance with respect to the Economic Inclusion Plan established by the Port of Greater Cincinnati Development Authority.

#### III. Program Eligibility, Approvals, Financing, and Procurement

The Board is hereby authorized to create, administer, amend, and abolish a process by which property owners join the Program. The process by which property owners join the Program may include, without limitation, the following requirements:

(A) Eligibility. The Board is hereby authorized to create, administer, amend, and abolish eligibility requirements for the Program. The Board is further authorized to determine, in each individual case, whether property is eligible for participation in the Program.

To be eligible for participation in the Program, each property owner must file a petition with the Board requesting to add its property to the District and requesting the levy of special assessments to be used to pay or secure Program Obligations issued or used to finance Authorized Improvements. Each parcel of real property added to the District must have at least one Authorized Improvement. The petition to add property to the District shall be considered by the District in accordance with this Plan and the other District Documents. If the District approves the petition, it shall submit the petition to the executive officer and legislative body of the participating political subdivision in which the real property is located. A property owner may file more than one petition and may amend or withdraw any petition filed at any time before the petition is approved by the legislative body of the participating political subdivision in which the real property is located. Petitions shall conform to the requirements of Ohio Revised Code Chapter 1710 and any requirements of the Board.

To be eligible for participation in the Program, each property owner must agree to be bound by the terms of this Plan. The Plan for the District may be amended and supplemented from time to time in accordance with its terms, including,

specifically, by supplements to the Plan which identify additional Authorized Improvements within the District to be subject to the Plan or add property to the District and subject such additional property to the Plan. To be eligible for participation in the Program, each property owner must file a supplement to this Plan (the "Plan Supplement") with the Board and the clerk of the legislative body of the participating political subdivision in which the real property is located identifying the Authorized Improvements to be undertaken as part of the Plan applicable to real property within the District or to be added to the district. Plan Supplements shall include such other information as may be required by the Board. Plan Supplements shall conform to the requirements of Ohio Revised Code Chapter 1710 and any requirements of the Board.

To be eligible for participation in the Program, each property owner must agree to and must execute an Affidavit on Facts Relating to Title under Section 5301.252 of the Ohio Revised Code to be recorded with respect to the real property to be added to the District and filed with the clerk of the legislative body of the participating political subdivision in which the real property is located, which Affidavit on Facts Relating to Title shall state that the property owner has consented to include such real property in the District and that the property owner consents to, and will take all actions necessary to place upon such property, any subsequent special improvement district formed under Ohio Revised Code Chapter 1710 that includes such real property as long as the statutory conditions for forming the subsequent special improvement district are otherwise satisfied.

- (B) Application. The Board is hereby authorized to create, administer, amend, and abolish an application, including a pre-application, for participation in the Program. The Board further may set the terms and conditions for the application's use and evaluation.
- (C) Contractors. The Board is hereby authorized to require property owners to complete Authorized Improvements through the work of pre-approved contractors. The Board is further authorized to create criteria for the approval of contractors, including but not limited to compliance with the Economic Inclusion Plan adopted by the Port of Greater Cincinnati Development Authority, and to determine which contractors meet the criteria and are approved. The Board may communicate which contractors have been pre-approved to property owners by any means the Board deems appropriate, and the Board shall determine whether property owners comply with its pre-approved contractor's requirements.

Nothing in this Plan or the District Documents shall be construed to be a recommendation or guarantee of reliability of pre-approved contractors by any participating political subdivision, the District, the Board, or any of the directors, officers, agents, members, independent contractors, or employees of the District or Board.

(D) Procurement and Referrals. The Board is hereby authorized to procure supplies, services, contracts, financing, and other resources related to the completion of Authorized Improvements. The Board is further authorized to refer property owners to suppliers, service providers, contractors, lenders, and the providers of other resources related to the completion of Authorized Improvements and the administration of District activities.

Pursuant to the Act, the Board shall adopt written rules prescribing competitive bidding procedures for the District and for Authorized Improvements undertaken by the District on behalf of property owners, which competitive bidding procedures may differ from competitive bidding procedures applicable to the City or the procedures in Chapter 735 of the Ohio Revised Code and may specify conditions under which competitive bidding is not required. Except as specified in the Act and in this Plan, the District Documents shall not be construed to eliminate or alter the competitive bidding procedures applicable to the City as a participating political subdivision.

(E) Financing. The Board is hereby authorized to finance Authorized Improvements through the use or issuance of Program Obligations. The Board may hire such legal and financial professionals as may be required to successfully finance Authorized Improvements through the use or issuance of Program Obligations.

#### IV. Services Plan

The Board is hereby authorized to provide ongoing services to the District, its property, and the property owners. All services provided under this Plan shall be deemed to be services provided in furtherance of Authorized Improvements provided under this Plan. Such services, without limitation, may include the following:

- (A) Program Design. The Board is hereby authorized to design comprehensive services to establish and maintain the Program's legal and programmatic framework.
- (B) Program Administration. The Board is hereby authorized to educate the public on the Program and its purposes, market the program to the public, process applications, verify aspects of the Authorized Improvements, assure the Program's overall quality and the quality of Authorized Improvements, serve customers, and assist property owners in the origination and closing processes.
- (C) <u>Marketing.</u> The Board is hereby authorized to market the Program and promote the District's image through means such as developing literature and brochures, conducting public relations, collecting data, managing information, cooperating with members, creating electronic and print marketing materials, and holding special events.

- (D) <u>Authorized Improvement Implementation</u>. The Board is hereby authorized to cooperate with property owners for the implementation of Authorized Improvements, including cooperating with property owners for the addition of property to the District and the approval of petitions and Plan Supplements by participating political subdivisions and the Board.
- (E) Tracking and Administration of Program Obligations. The Board is hereby authorized to create, administer, amend, and abolish procedures for the tracking and administration of Program Obligations issued or used to finance Authorized Improvements. Without limitation, the administration of special assessments may include reporting delinquent special assessments, following-up with delinquent property owners, and coordinating with delinquent property owners. The Board may hire such professionals as may be required to successfully track and administer Program Obligations.
- (F) Administering Special Assessments. The Board is hereby authorized to create, administer, amend, and abolish procedures for the administration of special assessments levied pursuant to the District Documents. Without limitation, the administration of special assessments may include calculating the amount of special assessments, preparing certifications of special assessments for the county auditor, billing the special assessments, and considering property owners' claims regarding the calculation or billing of special assessments. The Board may hire such professionals as may be required to successfully administer special assessments.
- (G) <u>Budgeting.</u> The Board shall provide for the production of an annual report describing the District's budget, services delivered, revenues received, expenditures made, and other information about the District's activities. The annual report shall be made available to the Board and to the District's members. The Board may hire such professionals as may be required to successfully account for all District finances.
- (H) Auditing. The Board is hereby authorized to provide for an audit of the District in such manner as the Board deems appropriate. The Board may hire such professionals as may be required to successfully audit the District.
- (I) Other Services. The Board is hereby authorized to provide any other services authorized by the Act.

#### V. Fees

<u>Program Costs.</u> The Board is hereby authorized to charge to property owners, as costs of administering the Program, any costs permitted by the Act. Such costs may include, without limitation, the following:

- (A) The cost of creating and operating the District, including creating and operating City of Cincinnati, Energy Special Improvement District, Inc., hiring employees and professional services, contracting for insurance, and purchasing or leasing office space or office equipment;
- (B) The cost of planning, designing, and implementing Authorized Improvements or services under this Plan, including payment of architectural, engineering, legal, appraisal, insurance, consulting, energy auditing, and planning fees and expenses, and, for services under this Plan, the management, protection, and maintenance costs of public or private facilities;
- (C) Any court costs incurred by the District in implementing this Plan or any Plan Supplements;
- (D) Any damages resulting from implementing the public improvements or public services plan;
- (E) The costs of issuing, monitoring, paying interest on, and redeeming or refunding Program Obligations issued or used to finance Authorized Improvements or services under this Plan; and
- (F) The costs associated with the sale, lease, lease with an option to purchase, conveyance of other interests in, or other contracts for the acquisition, construction, maintenance, repair, furnishing, equipping, operation, or improvement of the District's territory, or between the District and any owner of property in the District on which an Authorized Improvement has been acquired, installed, equipped, or improved.

Pursuant to the Act, such Program costs may be included in the special assessments levied on real property within the District.

Application Fee. The Board is hereby authorized to set and charge an application fee for Program services provided by the District. The application fee may be non-refundable. The application fee may be credited to the cost of Authorized Improvements if the application is approved and an Authorized Improvement is made to the property for which application was made.

### VI. Energy Efficiency and Renewable Energy Regulations and Requirements

Energy Efficiency Reporting Requirements. Ohio Revised Code Section 1710.061 requires the Board to submit a quarterly report to each electric distribution utility ("EDU") with a District Authorized Improvement within the EDU's certified territory. The quarterly report submitted to the EDU must include the total number and a description of each new and ongoing District Authorized Improvement that produces energy efficiency savings or reduction in demand and other additional information that the EDU needs to obtain credit under Ohio Revised Code

Section 4928.66 for energy efficiency savings or reduction in demand from such projects. The Board is hereby authorized to submit quarterly reports due required under Ohio Revised Code Section 1710.061. Property owners shall comply with Board requirements for information gathering and reporting to ensure Board compliance with Ohio Revised Code Section 1710.061.

<u>Energy Efficiency Credits</u>. The Board is hereby authorized to adopt rules governing energy efficiency credits associated with Authorized Improvements financed with Program Obligations or the proceeds of Program Obligations. Property owners shall comply with Board requirements in furtherance of energy efficiency credit programs.

Renewable Energy Credits. The Board is hereby authorized to adopt rules governing renewable energy credits associated with Authorized Improvements financed with Program Obligations or the proceeds of Program Obligations. Property owners shall comply with Board requirements in furtherance of renewable energy credit programs.

Monetizing Other Energy Efficiency or Renewable Energy Attributes. The Board is hereby authorized to adopt rules governing the monetization of any energy efficiency or renewable energy attributes of any Authorized Improvements financed with Program Obligations or the proceeds of Program Obligations. Property owners shall comply with Board requirements in furtherance of the monetization of such attributes.

#### VII. Statutory Requirements

As provided in the District Documents:

- (A) Additional territory may be added to the District in accordance with the Act and the rules established by the Board pursuant to Part III of this Plan.
- (B) The District Documents may be amended or supplemented in accordance with their terms.
- (C) As described in this Plan, the Board is authorized to implement and amend this Plan, any Supplemental Plan, and any other plans for Authorized Improvements, public improvements, and public services, all in accordance with the Act.
- (D) The public improvements to be provided by the District are the Authorized Improvements identified in each petition and Plan Supplement. The area where the Authorized Improvements will be undertaken will be the area identified in each petition requesting formation of the District or requesting addition of real property to the District. The method of assessment shall be in proportion to the special benefits received by each property owner within the District as a result of Authorized Improvements.

(E) For the purpose of levying an assessment, the Board may combine levies for Authorized Improvements and public services into one special assessment to be levied against each specially benefited property in the District.

#### VIII. Changes in State and Federal Law

The ability to issue or use Program Obligations to finance Authorized Improvements is subject to a variety of state and federal laws. If these laws change after property owners have applied to the District for financing, the District may be unable to fulfill its obligations under this Plan. The District shall not be obligated to implement any provision of this Plan which is contrary to state or federal law. The District shall not be liable for any inability to finance Authorized Improvements as a result of state and federal law or any changes in state and federal law which reduce or eliminate the effectiveness of financing Authorized Improvements through the District's Program.

#### IX. Releases and Indemnification

The District has been created with the approval of the City of Cincinnati, Ohio, as a participating political subdivision, for the purposes of implementing this Plan and administering the Program. The District and any participating political subdivision shall be neither responsible nor liable for the installation, operation, financing, refinancing, or maintenance of Authorized Improvements. Property owners will be solely responsible for the installation, operation, financing, refinancing, and maintenance of the Authorized Improvements. Participation in the Program does not in any way obligate the District or any participating political subdivision to ensure the viability of Authorized Improvements. Owners of assessed real property must pay the special assessments regardless of whether the Authorized Improvements are properly installed or operate as expected.

By agreeing to and executing this Plan, each owner of real property included in the District (other than any political subdivision that owns real property included in the District) agrees to release, defend, indemnify, and hold harmless the District and the participating political subdivisions, including their directors, officers, members, agents, independent contractors, and employees, from and against any claims, actions, demands, costs, damages or lawsuits, arising out of or connected with participation in the Program. Any political subdivision that owns real property included in the District agrees to release and hold harmless the District and the participating political subdivisions, including their directors, officers, members, agents, independent contractors, and employees, from and against any claims, actions, demands, costs, damages or lawsuits, arising out of or connected with the political subdivision's participation in the Program in its capacity as a property owner.

#### X. Changes in the Program Terms; Severability

Participation in the Program is subject to the District Document terms and conditions in effect from time to time during participation. The District reserves the right to change this Plan and the terms and conditions of the District Documents at any time without notice. No such change will affect a property owner's obligation to pay special assessments as set forth in the District Documents.

If any provision of the District Documents is determined to be unlawful, void, or for any reason unenforceable, that provision shall be severed from these District Documents and shall not affect the validity and enforceability of any remaining provisions.

#### XI. Disclosure of Property Owner Information

The District and any participating political subdivision may disclose information of the District to any agent of the District or to third parties when such disclosure is essential either to the conduct of the District's business or to provide services to property owners, including but not limited to where such disclosure is necessary to (i) comply with the law (ii) enable the District and participating political subdivisions and their agents to provide services or otherwise perform their duties, and (iii) obtain and provide credit reporting information. In order to receive funding for the Program and to enable communication regarding the State of Ohio's energy programs, property owners' names and contact information may be disclosed to their current electric utilities. Property owners' names, contact information, and utility usage data further may be disclosed to the District and its agents for the purpose of conducting surveys and evaluating the Program. The District shall not disclose personal information to third parties for telemarketing, e-mail, or direct mail solicitation unless required to by law or court order.

Each owner of real property located within the District acknowledges that the District is subject to Ohio public records laws, including Ohio Revised Code Section 149.43 et seq. Each property owner that executes this Plan agrees to the disclosure of certain property owner information as stated in this Part.

BY EXECUTING THIS PLAN, THE PROPERTY OWNER IDENTIFIED BELOW HEREBY AUTHORIZES AND CONSENTS TO THIS PLAN AND AGREES TO PERFORM THE OBLIGATIONS OF THE PROPERTY OWNER CONTAINED IN THIS PLAN.

Date: July <u>33</u>, 2014

**Property Owner:** 

PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY

**Authorized Signatory** 

Laura Brunner, as

President and Chief Executive Officer

Address for notices to Property Owner:

Port of Greater Cincinnati Development

Authorit

299 East Sixth Street, Suite 2A

Cincinnati, Ohio 45202

Description of Real Property Subject to this Plan:

The real property subject to this Plan is located at the commonly used mailing address 1682 Seymour Avenue, Cincinnati, Ohio 45237. The front footage of the real property subject to this Plan is 233.00 feet, and its area is 0.418 acres. The Hamilton County Auditor Parcel ID for the real property subject to this Plan is 117-0007-0064-00. The following is the legal description for the real property subject to this Plan:

Parcel One

Situated in the City of Cincinnati, County of Hamilton, State of Ohio in Section 6, Township 3, Fractional Range 2, Millcreek Township and being Lot #1 of Shonae Subdivision, Block A, as recorded in Plat Book 105, Page 44, Hamilton County, Ohio Recorder's records.

Parcel Two

[Property Owner Consent to Plan]

The following described real estate situated in Section 6, Town 3, Fractional Range 2, Miami Purchase, in the City of Cincinnati, Hamilton County, Ohio, being part of Lot 2, Part 1, Block "B", Shonae Subdivision as recorded in Plat Book 120, Pages 49 and 50 of the Hamilton County, Ohio records.

Beginning in the Northwest corner of Block "A", Shonae Subdivision as recorded in Plat Book 105, Page 44 of the Hamilton County, Ohio Recorder's office;

Thence North 1 deg. 15' East, a distance of 21.75 feet; thence South 88 deg. 45' East, a distance of 146.46 feet to the Westerly line of Shona Drive; thence Southwardly along the Westerly line of Shona Drive on a curved line deflecting to the right with a radius of 220 feet a distance of 23.16 feet, chord of said curve bears South 21 deg. 16' 35" West, a distance of 23.14 feet to the Northeast corner of said Block "A", Shonae Subdivision, thence North 68 deg. 45' West, a distance of 138.53 feet to the place of beginning.

These parcels are not to be conveyed separately without prior approval of the governmental authority having jurisdiction.

[Property Owner Consent to Plan]

### ATTACHMENT A

# PETITION FOR SPECIAL ASSESSMENTS FOR SPECIAL ENERGY IMPROVEMENT PROJECTS

A PETITION TO THE CITY OF CINCINNATI, OHIO SEEKING THE IMPOSITION OF SPECIAL ASSESSMENTS TO PAY THE COSTS OF VARIOUS SPECIAL ENERGY IMPROVEMENT PROJECTS AGAINST PROPERTY OWNED BY THE PETITIONER AND SPECIALLY BENEFITED THEREBY, INCLUDING A WAIVER OF ALL RIGHTS TO NOTICES, HEARINGS AND APPEALS RESPECTING THE REQUESTED SPECIAL ASSESSMENTS

To: The City Manager and City Council of the City of Cincinnati, Ohio

1614 Walnut LLC, an Ohio limited liability company (the "Petitioner") is the owner of 100% of the property described on **Exhibit A** attached to this Petition (the "Property").

The Board of Directors of the City of Cincinnati, Ohio Energy Special Improvement District, Inc. (the "Corporation"), an Ohio nonprofit corporation formed to govern the City of Cincinnati, Ohio Energy Special Improvement District (the "District"), created within the boundaries of the City of Cincinnati, Ohio (the "City") has approved a plan (the "Program Plan") for the purpose of developing and implementing special energy improvement projects, as defined in Ohio Revised Code Section 1710.01(I). The Program Plan is attached to this Petition as **Exhibit C**.

Pursuant to the Program Plan, the Corporation has caused special energy improvement projects to be provided from time to time. In accordance with Ohio Revised Code Chapter 1710 and the Program Plan, the Program Plan may be amended from time to time by supplemental plans (the "Supplemental Plans") (the Program Plan and every Supplemental Plan together constituting the "Plan") to provide for additional special energy improvement projects, and the District may be enlarged from time to time to include additional property so long as at least one special energy improvement project is designated for each parcel of real property within the additional territory added to the District.

The Board of Directors of the Corporation has received the Supplemental Plan attached to this Petition as **Exhibit B**, including the description of the special energy improvement projects proposed to be constructed or installed on the Property (the "Authorized Improvements"), and related materials in support of the expansion of the District to include the Property.

As required by Ohio Revised Code Section 1710.02, the Petitioner, as the owner of the Property, being 100% of the area proposed to be added to the District and 100% of the area proposed to be assessed for the Authorized Improvements, hereby (a) petitions the City Council to (i) approve the addition of the Property to the District and (ii) approve an amendment and supplement to the Plan by the Supplemental Plan to include the Authorized Improvements and (b) requests that (i) Authorized Improvements be undertaken by the District, and (ii) the total

cost of those Authorized Improvements be assessed on the Property in proportion to the special benefits that will result from the Authorized Improvements.

In connection with this Petition and in furtherance of its purposes, the Petitioner acknowledges that it has reviewed or caused to be reviewed (i) the Plan and the Supplemental Plan, (ii) the plans, specifications and profiles for the Authorized Improvements, (iii) the estimate of cost for the Authorized Improvements included in **Exhibit B** and (iv) the schedule of estimated special assessments to be levied for the Authorized Improvements also included in **Exhibit B**. The Petitioner acknowledges that the estimated special assessment for each parcel is in proportion to the benefits that may result from the Authorized Improvements.

Accordingly, the Petitioner hereby petitions for the construction of the Authorized Improvements identified in this Petition and the Supplemental Plan attached to this Petition as **Exhibit B**, as authorized under Ohio Revised Code Chapter 1710, and for the imposition of the special assessments identified in this Petition and authorized under Ohio Revised Code Chapters 727 and 1710 (the "Special Assessments") to pay the costs of the Authorized Improvements.

In consideration of the City's acceptance of this Petition and the imposition of the requested Special Assessments, the Petitioner consents and agrees that the Property as identified in Exhibit A shall be assessed for all of the costs of the Authorized Improvements, including any and all architectural, engineering, legal, insurance, consulting, energy auditing, planning, acquisition, installation, construction, survey, testing and inspection costs; the amount of any damages resulting from the Authorized Improvements and the interest on such damages amount; the costs incurred in connection with the preparation, levy and collection of the special assessments; the cost of purchasing and otherwise acquiring any real estate or interests in real estate; expenses of legal services; costs of labor and material; trustee fees and other financing costs incurred in connection with the issuance, sale, and servicing of securities to pay costs of the Authorized Improvements in anticipation of the receipt of the special assessments, capitalized interest on, and financing reserve funds for, such securities or other obligations; and any program administration fees or financing servicing fees; together with all other necessary expenditures. The Petitioner agrees to pay the Special Assessments in a timely manner whether or not the Petitioner receives annual and timely notices of the Special Assessments.

Notwithstanding anything to the contrary contained herein, in the event that at any time following the date of this Petition the Property is combined or subdivided into permanent parcels in the records of the County Auditor of Hamilton County, Ohio (the "County Auditor"), the Petitioner hereby requests that the Special Assessments be allocated to Hamilton County Auditor Parcel ID No. 094-0007-0370-00 (the "Assessed Parcel"). The allocation to the resulting Assessed Parcel shall be made such that the Assessed Parcel shall be allocated a total of 100% of the Special Assessments. The Petitioner hereby certifies, represents, and warrants to the District and the City that the portion of the Special Assessments allocated to the Assessed Parcel, as described above, will cause the resulting Assessed Parcel to have Special Assessments allocated to it in proportion to, and not in excess of, the special benefits to be conferred on the resulting parcel by the Authorized Improvements. Immediately upon any subdivision of the Property, (i) any reference to the Property contained herein shall be deemed to be a reference to the Assessed

Parcel; and (ii) the legal description of the Assessed Parcel shall be deemed to replace the legal description of the Property set forth in **Exhibit A**.

In consideration of the Authorized Improvements, the Petitioner, for itself and its grantees and other successors with respect to the Property, agrees to pay promptly all Special Assessments as they become due, and agrees that the determination by Council of the Special Assessments in accordance with the terms hereof will be final, conclusive and binding upon the Petitioner and the Property. In further consideration of the Authorized Improvements, the Petitioner covenants and agrees to disclose, upon the transfer of the Property or any portion of the Property to be assessed for the actual costs of the Authorized Improvements set forth in Exhibit B, in the deed to the transferee or in a separate instrument recorded with respect to the Property the existence of any outstanding Special Assessment for the Authorized Improvements and to require that transferee covenant to disclose the existence of any outstanding Special Assessment for the Authorized Improvements in any subsequent deed or in a separate instrument recorded with respect to the Property at the time of the subsequent transfer so long as the Special Assessments remain unpaid. As a condition to each subsequent transfer while the Special Assessments remain unpaid, the Petitioner further covenants and agrees to provide expressly in the deed to any transferee or in a separate instrument recorded with respect to the Property at the time of the subsequent transfer (i) for the acquisition by the transferee of the Property subject to any outstanding Special Assessment and the transferee's assumption of responsibility for payment thereof and for waiver by the transferee of any rights that the Petitioner has waived pursuant to this Petition, and (ii) the requirement that each transferee from time to time of the Property covenant to include in the deed to any subsequent transferee or in a separate instrument recorded with respect to the Property at the time of the subsequent transfer the conditions described in clause (i) so long as the Special Assessments remain unpaid.

The Petitioner further acknowledges and confirms that the Special Assessments set forth in this Petition and in **Exhibit B** are in proportion to, and do not exceed, the special benefits to be conferred on the Property by the Authorized Improvements. The Petitioner further consents to the levying of the Special Assessment against the Property by the Council. The Petitioner acknowledges that these Special Assessments are fair, just and equitable and being imposed at the Petitioner's specific request.

The Petitioner hereby waives notice and publication of all resolutions, legal notices and hearings provided for in the Ohio Revised Code with respect to the Authorized Improvements and the Special Assessments, particularly those in Ohio Revised Code Chapters 727 and 1710, and consents to proceeding with the Authorized Improvements. Without limiting the foregoing, the Petitioner specifically waives any notices and rights under the following Ohio Revised Code Sections:

- The right to notice of the adoption of the Resolution of Necessity under Ohio Revised Code Sections 727.13 and 727.14;
- The right to limit the amount of the Special Assessments under Ohio Revised Code Sections 727.03 and 727.06, including the right to consider the Special Assessments authorized by this Petition within the limitations contained in Ohio Revised Code

- Sections 727.03 and 727.06 applicable to the Special Assessments and any other special assessments properly levied now or in the future;
- The right to file an objection to the Special Assessments under Ohio Revised Code Section 727.15;
- The right to the establishment of, and any proceedings by and any notice from an Assessment Equalization Board under Ohio Revised Code Sections 727.16 and 727.17;
- The right to file any claim for damages under Ohio Revised Code Sections 727.18 through 727.22 and Ohio Revised Code Section 727.43;
- The right to notice that bids or quotations for the Authorized Improvements may exceed estimates by 15%;
- The right to seek a deferral of payments of Special Assessments under Ohio Revised Code Section 727.251; and
- The right to notice of the passage of the Assessing Ordinance under Ohio Revised Code Section 727.26.

The Petitioner, in accordance with Ohio Revised Code Section 1710.02(A), further agrees that the Property may be included in more than one district formed under Ohio Revised Code Chapter 1710. The Petitioner further agrees not to take any actions, or cause to be taken any actions, to place any of the Property in an agricultural district as provided for in Ohio Revised Code Chapter 929, and if any of the Property is in an agricultural district, the Petitioner, in accordance with Ohio Revised Code Section 929.03, hereby grants permission to collect any Special Assessments levied against such Property.

The Petitioner further agrees and consents to the Council promptly proceeding with all actions necessary to facilitate the acquisition, installation, equipment, and improvement of the Authorized Improvements and to impose the Special Assessments.

The Petitioner acknowledges that the Special Assessments set forth in this Petition and in the Exhibits to this Petition are based upon an estimate of costs, and that the final Special Assessments shall be calculated in the same manner, which, regardless of any statutory limitation on the Special Assessments, may be more or less than the respective estimated Special Assessments for the Authorized Improvements. In the event the final assessments exceed the estimated assessments, the Petitioner, without limitation of the other waivers contained in this Petition, also waives any rights it may now or in the future have to object to those assessments, any notice provided for in Ohio Revised Code Chapters 727 and 1710, and any rights of appeal provided for in such Chapters or otherwise. The Petitioner further acknowledges and represents that the respective final assessments may be levied at such time as determined by the City and regardless of whether or not any of the parts or portions of the Authorized Improvements have been completed.

The Petitioner further acknowledges that the final Special Assessments for the Authorized Improvements, when levied against the Property, will be payable in cash within thirty (30) days from the date of passage of the ordinance confirming and levying the final assessments and that if any of such assessments are not paid in cash they will be certified to the Auditor of the County, as provided by law, to be placed on the tax list and duplicate and collected as other taxes are collected. Notwithstanding the foregoing, however, the Petitioner

hereby waives the right to pay the final assessments for the Authorized Improvements in cash within thirty (30) days from the passage of the ordinance confirming and levying the final assessments and requests that the unpaid final assessments for the Authorized Improvements shall be payable in fifty (50) semi-annual installments.

Pursuant to Ohio Revised Code Section 1710.03(C), the Petitioner hereby appoints as its designee to carry out the rights and responsibilities of District members under Ohio Revised Code Chapter 1710 such representative as may be duly appointed by the Petitioner from time to time, which designation shall not expire unless and until Petitioner shall notify the Secretary of the District that said designation is no longer in effect or that Petitioner has made a new designation to replace said designation.

The Petitioner further waives any and all questions as to the constitutionality of the laws under which the Authorized Improvements shall be acquired, installed, or constructed or the proceedings relating to the acquisition, installation, or construction of the Authorized Improvements, the jurisdiction of the City acting in connection with the acquisition, installation, or construction of the Authorized Improvements, all irregularities, errors and defects, if any, procedural or otherwise, in the levying of the assessments or the undertaking of the Authorized Improvements, and specifically waives any and all rights of appeal, including any right of appeal as provided in Ohio Revised Code Title 7, and specifically but without limitation, Ohio Revised Code Chapters 727 and 1710, as well as all such similar rights under the Constitution of the State of Ohio and the Charter of the City of Cincinnati, Ohio. The Petitioner represents that it will not contest, in a judicial or administrative proceeding, the undertaking of the Authorized Improvements, the estimated assessments, the final assessments, and any Special Assessments levied against the Property for the Authorized Improvements, or any other matters related to the foregoing.

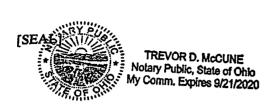
The Petitioner acknowledges and understands that the City and the Corporation will be relying upon this Petition in taking actions pursuant to it and expending resources. This Petition therefore shall be irrevocable and shall be binding upon the Petitioner, any successors or assigns of the Petitioner, the Property, and any grantees, mortgagees, lessees, or transferees of the Property. The Petitioner acknowledges that it has had an opportunity to be represented by legal counsel in this undertaking and has knowingly waived the rights identified in this Petition.

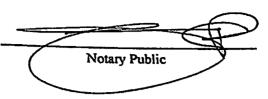
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IN WITNESS WHEREOF, the Petitioner has caused this petition to be executed by its respective undersigned duly authorized signatories.

PETITIONER: 1614 WALNUT LLC	
Authorized Signatory  By:	
Name: Derenich B Man	<del></del>
Title: Partner	
Address for notices to Petitioner:	1614 Walnut LLC
	131 E. McMichen Ave. Cincinnati, OH, 45202
	Attention: [Lorenny Moore_]
STATE OF ) ) SS: COUNTY OF AMUTE )	
On the 12 day of	, 2020
of 1614 Walnut LLC, person of 1614 Walnut LLC and that the same was the limited liability company. The notarial act certification administered to the signer with regard to the notarial content of the notarial act certification.	hally appeared before me, a notary public in and ne execution of the foregoing Petition on behalf of free act and deed of such officer and of such ed hereby is a jurat. An oath or affirmation was

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.





#### **EXHIBIT A**

#### LEGAL DESCRIPTION OF PROPERTY

The real property subject to this Petition is located at the commonly used mailing address 1614 Walnut Street, Cincinnati, Ohio 45202, having Hamilton County Auditor Parcel ID Nos. 094-0007-0188-00 and 094-0007-0190-00, and the following legal description:

Parcel No. 94-7-370 1614 Walnut Street, Cincinnati, Ohio

Prior Instrument Reference: Official Record Book 14091, Page 1133

Official Record Book 14115, Page 3046

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, the City of Cincinnati, Hamilton County, Ohio, being part of Lot 145 and all of Lots 143 and 144 of Hugh Moore's Subdivision as recorded in Plat Book 2, Page 184 H.C.R.O. and being a tract conveyed to Northcrown Property, LLC, in O.R. 13863, Pg. 2862 and being more particularly described as follows:

Beginning at a building corner at the southwest corner of said Lot 143 and the intersection of the east line of Walnut Street, 60° R/W and the north line of Corwine Street, 40° R/W; thence with the west line of said Walnut Street North 00°25°23" East, 40.00 feet to a building corner; thence with the north line of said Lot 144, South 89°34'37" East, 56.20 feet to a building corner; thence North 00°25'23" East, 20.00 feet to a building corner in the north line of said Lot 145; thence with the north line of said Lot 145, South 89°34'37" East, 33.80 feet to a building corner; thence with the east line of said Lots 145, 144 and 143, South 00°25'23" West, 60.00 feet to a building corner in the north line of said Corwine Street; thence with the north line of said Corwine Street, North 89°34'37" West, 90.00 feet to the Place of Beginning. Containing 4,276 square feet of land more or less (0.098 Acres). Bearings based on Reg. Land Cert. 138289 H.C.R.O.. Subject to all legal highways, casements and restrictions of record.

#### EXHIBIT B

## CITY OF CINCINNATI, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT PROGRAM PLAN

#### SUPPLEMENT TO PLAN FOR 1614 WALNUT STREET PROJECT

As more fully provided by the City of Cincinnati, Ohio Special Improvement District Program Plan (together with all previously approved supplemental plans, the "Plan"), the City of Cincinnati, Ohio Energy Special Improvement District (the "District") has undertaken the administration of a property assessed clean energy ("PACE") program (the "Program"). The Program will provide financing secured by special assessments on real property for special energy improvement projects.

Through a Petition submitted in connection with this Supplemental Plan, 1614 Walnut LLC (the "Property Owner") has requested and consented to certain special assessments by the District with respect to certain real property owned by the Property Owner and located at 1614 Walnut Street, Cincinnati, Ohio 45202, with Hamilton County Auditor Parcel ID Nos. 094-0007-0188-00 and 094-0007-0190-00 (the "Property"). A schedule for special assessments to be assessed against the Property to pay the costs of the Authorized Improvements is attached hereto as Attachment A.

Initially the special assessments shall be allocated among the parcels (each an "Original Parcel" and, collectively, the "Original Parcels") constituting the Property as follows:

Parcel Number	Proportion of Total Special Assessments
094-0007-0188-00	84%
094-0007-0190-00	16%

In the event that at any time following the date of this Supplemental Plan the Property or any Original Parcel is combined or subdivided into permanent parcels in the records of the County Auditor of Hamilton County, Ohio (the "County Auditor"), then the Petitioner hereby requests that the Special Assessments be allocated among only the resulting parcel having Hamilton County Auditor ID Number 094-0007-0370-00 (the "Assessed Parcel"). The allocation among the resulting Assessed Parcel shall be made such that the Assessed Parcel shall be allocated a combined total of 100% of the Special Assessments. The Petitioner hereby certifies, represents, and warrants to the District and the City that the portion of the Special Assessments allocated to the resulting Assessed Parcel, as described above, will cause the resulting Assessed Parcel to have Special Assessments allocated to it in proportion to, and not in excess of, the special benefits to be conferred on the resulting parcel by the Authorized Improvements identified in this Supplemental Plan.

The Authorized Improvements applicable to the Property will include an energy efficient building envelope and related improvements. As required by Ohio Revised Code Section 1710.01(K), said Authorized Improvements are anticipated to reduce or support the reduction of

energy consumption, allow for reduction in demand, or support the production of clean, renewable energy. A detailed description of the Authorized Improvements is attached to this Supplemental Plan as Attachment B.

The Property Owner will cause this Supplemental Plan promptly to be filed with the Board of Directors of the District and with the Clerk of the City Council of Cincinnati, Ohio.

The undersigned owner of real property located within the District acknowledges that the District is subject to Ohio public records laws, including Ohio Revised Code Section 149.43 *et seq.* The undersigned property owner agrees to the disclosure of certain property owner information by the District to the extent required by law.

BY EXECUTING THIS SUPPLEMENTAL PLAN, THE PROPERTY OWNER IDENTIFIED BELOW HEREBY AUTHORIZES AND CONSENTS TO THIS SUPPLEMENTAL PLAN, AND ALL DISTRICT DOCUMENTS (AS DEFINED IN THE PLAN) AND AGREES TO PERFORM THE OBLIGATIONS OF THE PROPERTY OWNER CONTAINED IN THIS SUPPLEMENTAL PLAN.

Date:	06/12/22	2020
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PROPERTY OWNER: 1614 WALNUT LLC

Ву:	1h	<i></i>	'
		/	┖

Title: Partur

Address for notices to Property Owner:

1614 Walnut LLC

131 E. H.Miller Auc

Circinnati, OH, 45202

Attention: [Jereny Hon]

#### SUPPLEMENTAL PLAN—ATTACHMENT A

#### **Schedule of Special Assessments**

The Property will be subject to special assessments for the Authorized Improvements in accordance with Ohio Revised Code Chapter 1710.

Total assessment costs: \$562,224.00 Estimated semi-annual special assessments for 25 years: \$11,244.48

Number of semi-annual assessments: 50

First semi-annual installment due: January 31, 2023

The schedule of Special Assessments for the Authorized Improvements is as follows:

Special Assessment	Total Special	Special Assessment	Special Assessment
Payment Date <sup>1</sup>	Assessment	Installment Amount for	Installment Amount for
	Installment Amount	Parcel ID. No.	Parcel ID No.
		$094-0007-0188-00^2$	094-0007-0190-00
1/31/2023	\$11,244.48	\$9,445.36	\$1,799.12
7/31/2023	11,244.48	9,445.36	1,799.12
1/31/2024	11,244.48	9,445.36	1,799.12
7/31/2024	11,244.48	9,445.36	1,799.12
1/31/2025	11,244.48	9,445.36	1,799.12
7/31/2025	11,244.48	9,445.36	1,799.12
1/31/2026	11,244.48	9,445.36	1,799.12
7/31/2026	11,244.48	9,445.36	1,799.12
1/31/2027	11,244.48	9,445.36	1,799.12
7/31/2027	11,244.48	9,445.36	1,799.12
1/31/2028	11,244.48	9,445.36	1,799.12
7/31/2028	11,244.48	9,445.36	1,799.12
1/31/2029	11,244.48	9,445.36	1,799.12
7/31/2029	11,244.48	9,445.36	1,799.12
1/31/2030	11,244.48	9,445.36	1,799.12
7/31/2030	11,244.48	9,445.36	1,799.12
1/31/2031	11,244.48	9,445.36	1,799.12
7/31/2031	11,244.48	9,445.36	1,799.12
1/31/2032	11,244.48	9,445.36	1,799.12
7/31/2032	11,244.48	9,445.36	1,799.12
1/31/2033	11,244.48	9,445.36	1,799.12
7/31/2033	11,244.48	9,445.36	1,799.12

<sup>&</sup>lt;sup>1</sup> Pursuant to Ohio Revised Code Chapter 323, the Special Assessment Payment Dates identified herein are subject to adjustment by the Hamilton County Auditor under certain conditions.

<sup>&</sup>lt;sup>2</sup> Pursuant to Ohio Revised Code Section 727.36, the Hamilton County Auditor may charge and collect a fee in addition to the amounts listed in this Attachment A.

1/31/2034 7/31/2034 1/31/2035	11,244.48 11,244.48	9,445.36 9,445.36	1,799.12
	11,244.48	9 445 36	1 7700 10
1/31/2035		7,110.00	1,799.12
1,51,2000	11,244.48	9,445.36	1,799.12
7/31/2035	11,244.48	9,445.36	1,799.12
1/31/2036	11,244.48	9,445.36	1,799.12
7/31/2036	11,244.48	9,445.36	1,799.12
1/31/2037	11,244.48	9,445.36	1,799.12
7/31/2037	11,244.48	9,445.36	1,799.12
1/31/2038	11,244.48	9,445.36	1,799.12
7/31/2038	11,244.48	9,445.36	1,799.12
1/31/2039	11,244.48	9,445.36	1,799.12
7/31/2039	11,244.48	9,445.36	1,799.12
1/31/2040	11,244.48	9,445.36	1,799.12
7/31/2040	11,244.48	9,445.36	1,799.12
1/31/2041	11,244.48	9,445.36	1,799.12
7/31/2041	11,244.48	9,445.36	1,799.12
1/31/2042	11,244.48	9,445.36	1,799.12
7/31/2042	11,244.48	9,445.36	1,799.12
1/31/2043	11,244.48	9,445.36	1,799.12
7/31/2043	11,244.48	9,445.36	1,799.12
1/31/2044	11,244.48	9,445.36	1,799.12
7/31/2044	11,244.48	9,445.36	1,799.12
1/31/2045	11,244.48	9,445.36	1,799.12
7/31/2045	11,244.48	9,445.36	1,799.12
1/31/2046	11,244.48	9,445.36	1,799.12
7/31/2046	11,244.48	9,445.36	1,799.12
1/31/2047	11,244.48	9,445.36	1,799.12
7/31/2047	11,244.48	9,445.36	1,799.12

#### SUPPLEMENTAL PLAN—ATTACHMENT B

#### **Description of Authorized Improvements**

The Authorized Improvements are expected to consist of the following energy efficiency elements:

The construction, acquisition, installation, equipping, and improving of an energy efficient building envelope and related improvements, each of which is expected to reduce or support the reduction of energy consumption, allow for the reduction in demand, or support the production of clean, renewable energy.

The costs of implementing the Authorized Improvements, exclusive of financing costs such as interest, administrative fees, closing fees, and other related costs, is expected to be approximately \$222,000.00.

## EXHIBIT C

# CITY OF CINCINNATI, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT PROGRAM PLAN

[See Attached]

## CITY OF CINCINNATI, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT PROGRAM PLAN

The City of Cincinnati, Ohio Energy Special Improvement District (the "District") will administer a property assessed clean energy ("PACE") program (the "Program"). The Program will provide financing secured by special assessments on real property for special energy improvement projects. The District authorizes and adopts this plan for the Program (as the same may be amended and supplemented from time to time as provided herein, the "Plan") to provide for the Program's administration and to set forth the terms and conditions of participation in the Program. The Port of Greater Cincinnati Development Authority, as the initial property owner owning real property within the District, as well as in its capacity as a party with interests aligned with the City of Cincinnati (the "City") with respect to the formation of the District, authorizes and consents to this Plan.

The District is established pursuant to the special energy improvement district provisions of Chapter 1710 of the Ohio Revised Code. This Plan refers to Chapter 1710 and any and all future amendments to the special energy improvement district provisions of Chapter 1710 as the "Act." Any specific statutory reference contained in this Plan shall also refer to any succeeding or amending statutory provision.

Participation in the District's Program is limited to property owners who have agreed to add their property to the District and who otherwise meet the Program's terms and conditions. These terms and conditions are addressed in this Plan, and include, without limitation, an application, a petition, a schedule of assessments to be made on included property ("Assessment Schedule"), and the governing documents forming the District. The District's governing documents include its Articles of Incorporation, Code of Regulations, resolutions duly adopted by the board of directors of the District, and the applicable resolutions and ordinances of the participating political subdivision where the real property is located (collectively, the "Governing Documents"). As a condition to participation in the District and the Program, each property owner must review and agree to the Governing Documents and further must review, agree to, and execute this Plan, an application, a petition, and an Assessment Schedule. The Governing Documents, this Plan, the applications, the petitions, and the Assessment Schedules are referred to herein collectively as the "District Documents."

The District Documents establish the terms and conditions of the Program. The Program terms and conditions may be amended from time to time as described in Part X of this Plan. By agreeing to and executing the District Documents, each property owner consents to the terms and conditions of all District Documents.

#### I. Purpose of the Program

The Program is intended to assist property owners, whether private or public, who own real property within participating political subdivisions to obtain financing for special energy

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improvement projects, as that term is defined in the Act (the "Authorized Improvements"). Obligations, including but not limited to special assessment reimbursement agreements, special assessment revenue bonds and revenue notes, loan obligations or other evidences of indebtedness, or nonprofit corporation securities (collectively, the "Program Obligations") may be issued by the District or on behalf of the District by a third party. Program Obligations or the proceeds from the sale of the Program Obligations may be used to finance Authorized Improvements that benefit properties within the District and any costs incurred by the District in connection with the issuance of Program Obligations. Participating political subdivisions shall levy special assessments on real property included in the District, the payment of which may pay the Program Obligations and the costs of administering the Program. Special assessment payments levied to finance Authorized Improvements will be due and payable by property owners at the same time real property taxes are due; provided, that certain Program Obligations may require special assessments to be due and payable by property owners only to the extent that such property owners fail to pay an obligation of the property owner secured by special assessments, such as a loan, in which case special assessments will only be due and payable by property owners if actually levied.

Nothing in this Plan shall be construed as a representation on the part of any participating political subdivision, the District, the Board, or any of the directors, officers, agents, members, independent contractors, or employees of the District or Board that the Program is the best financing option for every situation. Property owners are advised to conduct independent research to determine the best course of action.

## II. The District's Governance, Program Administrator, and Conduit Financing Entity

The District shall be governed, pursuant to the District Documents and the Act, by the Board of Directors ("Board") of the City of Cincinnati, Ohio Energy Special Improvement District, Inc., a nonprofit corporation organized under the laws of the State of Ohio (the "Corporation") to govern the District.

Pursuant to the Act, other Ohio law, and the Code of Regulations of the Corporation, the Board may from time to time, and under such conditions as the Board determines, delegate any or all of the authority contained in this Plan to its sub-committee or to an agent, independent contractor, or employee of the District or the Board.

This Plan specifically contemplates that, as authorized in the Act, Greater Cincinnati Energy Alliance will serve as the District's "Program Administrator" and render program administration services to the District and the Port of Greater Cincinnati Development Authority will serve as the District's "Conduit Financing Entity" and render conduit financing services to the District.

The District is authorized to contract with Greater Cincinnati Energy Alliance for program administration services rendered to the District. The program administration services rendered by the Program Administrator may include, without limitation (i) pursuant to Part III of this Plan, developing and administering eligibility guidelines, creating and administering an application,

setting criteria and developing a list of pre-approved contractors, procuring resources or cooperating with property owners to procure resources, and administering referrals, (ii) pursuant to Part IV of this Plan, marketing, program design, cooperating with property owners to implement Authorized Improvements, and other administrative services, and (iii) the establishment and administration of a revolving loan facility providing financing for certain special energy improvement projects.

The District is authorized to contract with the Port of Greater Cincinnati Development Authority for conduit financing services rendered to the District. The conduit financing services rendered by the Conduit Financing Entity may include, without limitation (i) pursuant to Part III of this Plan, financing Authorized Improvement and cooperating with property owners to obtain financing, (ii) pursuant to Part IV of this Plan, tracking and administering Program Obligations, administering special assessments, budgeting, and conducting or overseeing the audit process, (iii) assistance with marketing efforts relating to the District, and (iv) tracking compliance with respect to the Economic Inclusion Plan established by the Port of Greater Cincinnati Development Authority.

#### III. Program Eligibility, Approvals, Financing, and Procurement

The Board is hereby authorized to create, administer, amend, and abolish a process by which property owners join the Program. The process by which property owners join the Program may include, without limitation, the following requirements:

(A) <u>Eligibility</u>. The Board is hereby authorized to create, administer, amend, and abolish eligibility requirements for the Program. The Board is further authorized to determine, in each individual case, whether property is eligible for participation in the Program.

To be eligible for participation in the Program, each property owner must file a petition with the Board requesting to add its property to the District and requesting the levy of special assessments to be used to pay or secure Program Obligations issued or used to finance Authorized Improvements. Each parcel of real property added to the District must have at least one Authorized Improvement. The petition to add property to the District shall be considered by the District in accordance with this Plan and the other District Documents. If the District approves the petition, it shall submit the petition to the executive officer and legislative body of the participating political subdivision in which the real property is located. A property owner may file more than one petition and may amend or withdraw any petition filed at any time before the petition is approved by the legislative body of the participating political subdivision in which the real property is located. Petitions shall conform to the requirements of Ohio Revised Code Chapter 1710 and any requirements of the Board.

To be eligible for participation in the Program, each property owner must agree to be bound by the terms of this Plan. The Plan for the District may be amended and supplemented from time to time in accordance with its terms, including,

specifically, by supplements to the Plan which identify additional Authorized Improvements within the District to be subject to the Plan or add property to the District and subject such additional property to the Plan. To be eligible for participation in the Program, each property owner must file a supplement to this Plan (the "Plan Supplement") with the Board and the clerk of the legislative body of the participating political subdivision in which the real property is located identifying the Authorized Improvements to be undertaken as part of the Plan applicable to real property within the District or to be added to the district. Plan Supplements shall include such other information as may be required by the Board. Plan Supplements shall conform to the requirements of Ohio Revised Code Chapter 1710 and any requirements of the Board.

To be eligible for participation in the Program, each property owner must agree to and must execute an Affidavit on Facts Relating to Title under Section 5301.252 of the Ohio Revised Code to be recorded with respect to the real property to be added to the District and filed with the clerk of the legislative body of the participating political subdivision in which the real property is located, which Affidavit on Facts Relating to Title shall state that the property owner has consented to include such real property in the District and that the property owner consents to, and will take all actions necessary to place upon such property, any subsequent special improvement district formed under Ohio Revised Code Chapter 1710 that includes such real property as long as the statutory conditions for forming the subsequent special improvement district are otherwise satisfied.

- (B) Application. The Board is hereby authorized to create, administer, amend, and abolish an application, including a pre-application, for participation in the Program. The Board further may set the terms and conditions for the application's use and evaluation.
- (C) Contractors. The Board is hereby authorized to require property owners to complete Authorized Improvements through the work of pre-approved contractors. The Board is further authorized to create criteria for the approval of contractors, including but not limited to compliance with the Economic Inclusion Plan adopted by the Port of Greater Cincinnati Development Authority, and to determine which contractors meet the criteria and are approved. The Board may communicate which contractors have been pre-approved to property owners by any means the Board deems appropriate, and the Board shall determine whether property owners comply with its pre-approved contractor's requirements.

Nothing in this Plan or the District Documents shall be construed to be a recommendation or guarantee of reliability of pre-approved contractors by any participating political subdivision, the District, the Board, or any of the directors, officers, agents, members, independent contractors, or employees of the District or Board.

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(D) Procurement and Referrals. The Board is hereby authorized to procure supplies, services, contracts, financing, and other resources related to the completion of Authorized Improvements. The Board is further authorized to refer property owners to suppliers, service providers, contractors, lenders, and the providers of other resources related to the completion of Authorized Improvements and the administration of District activities.

Pursuant to the Act, the Board shall adopt written rules prescribing competitive bidding procedures for the District and for Authorized Improvements undertaken by the District on behalf of property owners, which competitive bidding procedures may differ from competitive bidding procedures applicable to the City or the procedures in Chapter 735 of the Ohio Revised Code and may specify conditions under which competitive bidding is not required. Except as specified in the Act and in this Plan, the District Documents shall not be construed to eliminate or alter the competitive bidding procedures applicable to the City as a participating political subdivision.

(E) Financing. The Board is hereby authorized to finance Authorized Improvements through the use or issuance of Program Obligations. The Board may hire such legal and financial professionals as may be required to successfully finance Authorized Improvements through the use or issuance of Program Obligations.

#### IV. Services Plan

The Board is hereby authorized to provide ongoing services to the District, its property, and the property owners. All services provided under this Plan shall be deemed to be services provided in furtherance of Authorized Improvements provided under this Plan. Such services, without limitation, may include the following:

- (A) Program Design. The Board is hereby authorized to design comprehensive services to establish and maintain the Program's legal and programmatic framework.
- (B) Program Administration. The Board is hereby authorized to educate the public on the Program and its purposes, market the program to the public, process applications, verify aspects of the Authorized Improvements, assure the Program's overall quality and the quality of Authorized Improvements, serve customers, and assist property owners in the origination and closing processes.
- (C) Marketing. The Board is hereby authorized to market the Program and promote the District's image through means such as developing literature and brochures, conducting public relations, collecting data, managing information, cooperating with members, creating electronic and print marketing materials, and holding special events.

- (D) <u>Authorized Improvement Implementation.</u> The Board is hereby authorized to cooperate with property owners for the implementation of Authorized Improvements, including cooperating with property owners for the addition of property to the District and the approval of petitions and Plan Supplements by participating political subdivisions and the Board.
- (E) Tracking and Administration of Program Obligations. The Board is hereby authorized to create, administer, amend, and abolish procedures for the tracking and administration of Program Obligations issued or used to finance Authorized Improvements. Without limitation, the administration of special assessments may include reporting delinquent special assessments, following-up with delinquent property owners, and coordinating with delinquent property owners. The Board may hire such professionals as may be required to successfully track and administer Program Obligations.
- (F) Administering Special Assessments. The Board is hereby authorized to create, administer, amend, and abolish procedures for the administration of special assessments levied pursuant to the District Documents. Without limitation, the administration of special assessments may include calculating the amount of special assessments, preparing certifications of special assessments for the county auditor, billing the special assessments, and considering property owners' claims regarding the calculation or billing of special assessments. The Board may hire such professionals as may be required to successfully administer special assessments.
- (G) <u>Budgeting.</u> The Board shall provide for the production of an annual report describing the District's budget, services delivered, revenues received, expenditures made, and other information about the District's activities. The annual report shall be made available to the Board and to the District's members. The Board may hire such professionals as may be required to successfully account for all District finances.
- (H) Auditing. The Board is hereby authorized to provide for an audit of the District in such manner as the Board deems appropriate. The Board may hire such professionals as may be required to successfully audit the District.
- Other Services. The Board is hereby authorized to provide any other services authorized by the Act.

#### V. Fees

<u>Program Costs.</u> The Board is hereby authorized to charge to property owners, as costs of administering the Program, any costs permitted by the Act. Such costs may include, without limitation, the following:

- (A) The cost of creating and operating the District, including creating and operating City of Cincinnati, Energy Special Improvement District, Inc., hiring employees and professional services, contracting for insurance, and purchasing or leasing office space or office equipment;
- (B) The cost of planning, designing, and implementing Authorized Improvements or services under this Plan, including payment of architectural, engineering, legal, appraisal, insurance, consulting, energy auditing, and planning fees and expenses, and, for services under this Plan, the management, protection, and maintenance costs of public or private facilities;
- (C) Any court costs incurred by the District in implementing this Plan or any Plan Supplements;
- (D) Any damages resulting from implementing the public improvements or public services plan;
- (E) The costs of issuing, monitoring, paying interest on, and redeeming or refunding Program Obligations issued or used to finance Authorized Improvements or services under this Plan; and
- (F) The costs associated with the sale, lease, lease with an option to purchase, conveyance of other interests in, or other contracts for the acquisition, construction, maintenance, repair, furnishing, equipping, operation, or improvement of the District's territory, or between the District and any owner of property in the District on which an Authorized Improvement has been acquired, installed, equipped, or improved.

Pursuant to the Act, such Program costs may be included in the special assessments levied on real property within the District.

Application Fee. The Board is hereby authorized to set and charge an application fee for Program services provided by the District. The application fee may be non-refundable. The application fee may be credited to the cost of Authorized Improvements if the application is approved and an Authorized Improvement is made to the property for which application was made.

## VI. Energy Efficiency and Renewable Energy Regulations and Requirements

Energy Efficiency Reporting Requirements. Ohio Revised Code Section 1710.061 requires the Board to submit a quarterly report to each electric distribution utility ("EDU") with a District Authorized Improvement within the EDU's certified territory. The quarterly report submitted to the EDU must include the total number and a description of each new and ongoing District Authorized Improvement that produces energy efficiency savings or reduction in demand and other additional information that the EDU needs to obtain credit under Ohio Revised Code

Section 4928.66 for energy efficiency savings or reduction in demand from such projects. The Board is hereby authorized to submit quarterly reports due required under Ohio Revised Code Section 1710.061. Property owners shall comply with Board requirements for information gathering and reporting to ensure Board compliance with Ohio Revised Code Section 1710.061.

<u>Energy Efficiency Credits</u>. The Board is hereby authorized to adopt rules governing energy efficiency credits associated with Authorized Improvements financed with Program Obligations or the proceeds of Program Obligations. Property owners shall comply with Board requirements in furtherance of energy efficiency credit programs.

Renewable Energy Credits. The Board is hereby authorized to adopt rules governing renewable energy credits associated with Authorized Improvements financed with Program Obligations or the proceeds of Program Obligations. Property owners shall comply with Board requirements in furtherance of renewable energy credit programs.

Monetizing Other Energy Efficiency or Renewable Energy Attributes. The Board is hereby authorized to adopt rules governing the monetization of any energy efficiency or renewable energy attributes of any Authorized Improvements financed with Program Obligations or the proceeds of Program Obligations. Property owners shall comply with Board requirements in furtherance of the monetization of such attributes.

#### VII. Statutory Requirements

As provided in the District Documents:

- (A) Additional territory may be added to the District in accordance with the Act and the rules established by the Board pursuant to Part III of this Plan.
- (B) The District Documents may be amended or supplemented in accordance with their terms.
- (C) As described in this Plan, the Board is authorized to implement and amend this Plan, any Supplemental Plan, and any other plans for Authorized Improvements, public improvements, and public services, all in accordance with the Act.
- (D) The public improvements to be provided by the District are the Authorized Improvements identified in each petition and Plan Supplement. The area where the Authorized Improvements will be undertaken will be the area identified in each petition requesting formation of the District or requesting addition of real property to the District. The method of assessment shall be in proportion to the special benefits received by each property owner within the District as a result of Authorized Improvements.

(E) For the purpose of levying an assessment, the Board may combine levies for Authorized Improvements and public services into one special assessment to be levied against each specially benefited property in the District.

#### VIII. Changes in State and Federal Law

The ability to issue or use Program Obligations to finance Authorized Improvements is subject to a variety of state and federal laws. If these laws change after property owners have applied to the District for financing, the District may be unable to fulfill its obligations under this Plan. The District shall not be obligated to implement any provision of this Plan which is contrary to state or federal law. The District shall not be liable for any inability to finance Authorized Improvements as a result of state and federal law or any changes in state and federal law which reduce or eliminate the effectiveness of financing Authorized Improvements through the District's Program.

#### IX. Releases and Indemnification

The District has been created with the approval of the City of Cincinnati, Ohio, as a participating political subdivision, for the purposes of implementing this Plan and administering the Program. The District and any participating political subdivision shall be neither responsible nor liable for the installation, operation, financing, refinancing, or maintenance of Authorized Improvements. Property owners will be solely responsible for the installation, operation, financing, refinancing, and maintenance of the Authorized Improvements. Participation in the Program does not in any way obligate the District or any participating political subdivision to ensure the viability of Authorized Improvements. Owners of assessed real property must pay the special assessments regardless of whether the Authorized Improvements are properly installed or operate as expected.

By agreeing to and executing this Plan, each owner of real property included in the District (other than any political subdivision that owns real property included in the District) agrees to release, defend, indemnify, and hold harmless the District and the participating political subdivisions, including their directors, officers, members, agents, independent contractors, and employees, from and against any claims, actions, demands, costs, damages or lawsuits, arising out of or connected with participation in the Program. Any political subdivision that owns real property included in the District agrees to release and hold harmless the District and the participating political subdivisions, including their directors, officers, members, agents, independent contractors, and employees, from and against any claims, actions, demands, costs, damages or lawsuits, arising out of or connected with the political subdivision's participation in the Program in its capacity as a property owner.

#### X. Changes in the Program Terms; Severability

Participation in the Program is subject to the District Document terms and conditions in effect from time to time during participation. The District reserves the right to change this Plan and the

terms and conditions of the District Documents at any time without notice. No such change will affect a property owner's obligation to pay special assessments as set forth in the District Documents.

If any provision of the District Documents is determined to be unlawful, void, or for any reason unenforceable, that provision shall be severed from these District Documents and shall not affect the validity and enforceability of any remaining provisions.

#### XI. Disclosure of Property Owner Information

The District and any participating political subdivision may disclose information of the District to any agent of the District or to third parties when such disclosure is essential either to the conduct of the District's business or to provide services to property owners, including but not limited to where such disclosure is necessary to (i) comply with the law (ii) enable the District and participating political subdivisions and their agents to provide services or otherwise perform their duties, and (iii) obtain and provide credit reporting information. In order to receive funding for the Program and to enable communication regarding the State of Ohio's energy programs, property owners' names and contact information may be disclosed to their current electric utilities. Property owners' names, contact information, and utility usage data further may be disclosed to the District and its agents for the purpose of conducting surveys and evaluating the Program. The District shall not disclose personal information to third parties for telemarketing, e-mail, or direct mail solicitation unless required to by law or court order.

Each owner of real property located within the District acknowledges that the District is subject to Ohio public records laws, including Ohio Revised Code Section 149.43 et seq. Each property owner that executes this Plan agrees to the disclosure of certain property owner information as stated in this Part.

BY EXECUTING THIS PLAN, THE PROPERTY OWNER IDENTIFIED BELOW HEREBY AUTHORIZES AND CONSENTS TO THIS PLAN AND AGREES TO PERFORM THE OBLIGATIONS OF THE PROPERTY OWNER CONTAINED IN THIS PLAN.

Date: July <u>33</u>, 2014

**Property Owner:** 

PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY

**Authorized Signatory** 

Laura Brunner, a

President and Chief Executive Officer

Address for notices to Property Owner: Port

Port of Greater Cincinnati Development

Authority

299 East Sixth Street, Suite 2A

Cincinnati, Ohio 45202

Description of Real Property Subject to this Plan:

The real property subject to this Plan is located at the commonly used mailing address 1682 Seymour Avenue, Cincinnati, Ohio 45237. The front footage of the real property subject to this Plan is 233.00 feet, and its area is 0.418 acres. The Hamilton County Auditor Parcel ID for the real property subject to this Plan is 117-0007-0064-00. The following is the legal description for the real property subject to this Plan:

Parcel One

Situated in the City of Cincinnati, County of Hamilton, State of Ohio in Section 6, Township 3, Fractional Range 2, Millcreek Township and being Lot #1 of Shonae Subdivision, Block A, as recorded in Plat Book 105, Page 44, Hamilton County, Ohio Recorder's records.

Parcel Two

[Property Owner Consent to Plan]

The following described real estate situated in Section 6, Town 3, Fractional Range 2, Miami Purchase, in the City of Cincinnati, Hamilton County, Ohio, being part of Lot 2, Part 1, Block "B", Shonae Subdivision as recorded in Plat Book 120, Pages 49 and 50 of the Hamilton County, Ohio records.

Beginning in the Northwest corner of Block "A", Shonae Subdivision as recorded in Plat Book 105, Page 44 of the Hamilton County, Ohio Recorder's office;

Thence North 1 deg. 15' East, a distance of 21.75 feet; thence South 88 deg. 45' East, a distance of 146.46 feet to the Westerly line of Shona Drive; thence Southwardly along the Westerly line of Shona Drive on a curved line deflecting to the right with a radius of 220 feet a distance of 23.16 feet, chord of said curve bears South 21 deg. 16' 35" West, a distance of 23.14 feet to the Northeast corner of said Block "A", Shonae Subdivision, thence North 68 deg. 45' West, a distance of 138.53 feet to the place of beginning.

These parcels are not to be conveyed separately without prior approval of the governmental authority having jurisdiction.

[Property Owner Consent to Plan]



August 3, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: EMERGENCY ORDINANCE- DETERMINING TO PROCEED

WITH THE PACE ASSESSMENT PROJECT FOR 1614 WALNUT

**STREET** 

Attached is an Emergency Ordinance captioned as follows:

DETERMINING to proceed with the assessment project at 1614 Walnut in the City of Cincinnati involving the City of Cincinnati, Ohio Energy Special Improvement District.

#### BACKGROUND/CURRENT CONDITIONS

The Ohio PACE (Property Assessed Clean Energy) program allows commercial property owners to opt in to a special assessment which is added to the property tax bill to access long-term, fixed-rate financing for energy efficiency upgrades. 1614 Walnut LLC, has requested to have their property added to the Energy Special Improvement District (ESID) and special assessments levied on the property, for the purpose of accessing PACE financing for energy efficiency upgrades to their planned mixed-use rehab project.

#### **DEVELOPER INFORMATION**

The development entity is 1614 Walnut LLC. and are affiliates of North Crown Property whose mission is to foster smart, ethically sound and historically sensitive development and rehabilitation in urban cores. They have also rehabbed buildings at 1618 and 1630 Walnut Street, in proximity to the proposed project in Over-The-Rhine, Cincinnati.

#### PROJECT DESCRIPTION

The project will include rehab of a vacant building into a mixed-use development including residential and commercial space in the Over-The-Rhine neighborhood. The

Determining to Proceed with the PACE Assessment Project 1614 Walnut, LLC.

Page 2 of 2

construction cost is estimated to be \$1,900,000, and the total cost of the PACE eligible improvements is \$222,000. There is also a LEED CRA tax abatement associated with the project.

#### PROPOSED INCENTIVE

DCED is recommending that the City amend the Energy Special Improvements District (ESID) boundaries to add this property to the ESID, and levy special assessments on the property. This will allow the developer to access financing for energy efficiency upgrades to the building envelope, HVAC, and lighting systems.

City Council approved the Project Incentive Agreement related to this project on December 4<sup>th</sup>, 2019.

#### RECOMMENDATION

The Administration recommends approval of this emergency ordinance.

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

#### **EMERGENCY**

# City of Cincinnati

# AWG

# An Ordinance No.

- 2020

**DETERMINING** to proceed with the special assessment project at 1614 Walnut Street in the City of Cincinnati involving the City of Cincinnati, Ohio Energy Special Improvement District.

WHEREAS, prior to the passage of this ordinance, this Council duly adopted a resolution declaring the necessity of the assessment project at 1614 Walnut Street in the City of Cincinnati (the "Resolution of Necessity"), which provides for the levying and collection of special assessments to be assessed on such property sufficient to pay the costs of the Authorized Improvements (as defined in the Resolution of Necessity); and

WHEREAS, all statutory procedural requirements for the imposition of special assessments on the assessed property, including, without limitation, the right to make claims for damages alleged to result from and objections to the Assessment Project (as defined in the Resolution of Necessity), have been waived by the owner of 100% of the affected property; now, therefore,

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

Section 1. That the recitals hereof are hereby incorporated by reference, and each capitalized term not otherwise defined herein or by reference to another document shall have the meaning assigned to it in the Resolution of Necessity, an unsigned copy of which is attached to this ordinance as Attachment A.

Section 2. That it is hereby determined to proceed with the Assessment Project described in the Resolution of Necessity. The Assessment Project shall be made in accordance with the provisions of the Resolution of Necessity, the Petition (a copy of which is attached to the Resolution of Necessity), and the plans, specifications, profiles, and estimates of cost previously approved and now on file with the Clerk of Council.

Section 3. That the assessment of the Special Assessments to pay costs of the Assessment Project shall be assessed against the Assessed Property in the manner and in the number of installments provided in the Petition. The Special Assessments shall be assessed

against the Assessed Property commencing in tax year 2022 for collection in 2023 and shall continue through tax year 2046 for collection in 2047.

Section 4. That the estimated Special Assessments for costs of the Assessment Project prepared and filed in the office of the Clerk of Council and in the office of the City's Director of Finance, in accordance with the Resolution of Necessity, are hereby adopted.

Section 5. That all contracts for the construction of the Assessment Project will be let in the manner provided by law, subject to the provisions of the Ohio Revised Code and the Standing Assignment Agreement among the City, the Port of Greater Cincinnati Development Authority, and the City of Cincinnati, Ohio Energy Special Improvement District, Inc., and the costs of the Assessment Project shall be financed as provided in the Resolution of Necessity.

Section 6. That in compliance with Ohio Revised Code Section 319.61, the Clerk of Council is hereby directed to deliver a certified copy of this ordinance to the Hamilton County Auditor within fifteen (15) days after the date of passage.

Section 7. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Ohio Revised Code Section 121.22.

Section 8. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to ensure that the board of directors of the City of Cincinnati, Ohio Energy Special

improvement District, inc. may proceed v	vini the Assessment Project as soon as possible so that
work thereon may commence or continue	without delay.
Passed	_, 2020
	John Cranley, Mayor
Attest:Clerk	_

## ATTACHMENT A

### RESOLUTION OF NECESSITY

[See Attached]

#### **EMERGENCY**

## Legislative Resolution

RESOLUTIO	N NO.	 - 2020

**DECLARING** by legislative resolution the necessity of the special assessment project at 1614 Walnut Street in the City of Cincinnati, Ohio involving the City of Cincinnati, Ohio Energy Special Improvement District.

WHEREAS, Ohio Revised Code Section 1710.02(F) provides that a political subdivision that has approved a petition for special assessments for public improvements in a special improvement district pursuant to Ohio Revised Code Chapter 1710 shall levy said special assessments pursuant to Ohio Revised Code Chapter 727; and

WHEREAS, pursuant to Resolution No. 28-2014 passed on April 9, 2014, Council approved the Petition for the Creation of the City of Cincinnati, Ohio Energy Special Improvement District, together with the Articles of Incorporation of the City of Cincinnati, Ohio Energy Special Improvement District, Inc. and, following said approvals by Council, on July 23, 2014, the City of Cincinnati, Ohio Energy Special Improvement District, Inc. (hereinafter, the "ESID") was formed as an ESID and is now duly authorized and operating pursuant to Ohio Revised Code Chapter 1710; and

WHEREAS, 1614 Walnut LLC (and together with all future owners of the Project Site, as defined below, the "Owner"), as the owner of one hundred percent (100%) of the lots and lands, including air parcels, to be assessed for the improvements described in this Resolution, has executed and filed with this Council a *Petition for Special Assessments for Special Energy Improvement Projects* dated as of July 21, 2020 (the "Petition"), including a *Supplement to Plan for 1614 Walnut Street Project* (the "Supplemental Plan"), proposing the necessity of special assessments to pay the costs of special energy improvement projects (as more fully identified in the Petition and Supplemental Plan, the "Authorized Improvements") to be located at 1614 Walnut Street in Cincinnati (the "Assessed Property"); and

WHEREAS, the Petition and the Supplemental Plan are on file with the Clerk of Council, and copies thereof are attached to this Resolution as Attachment A; and

WHEREAS, in the Petition, the Owner requests that the Authorized Improvements be paid for by special assessments assessed upon the Assessed Property (the "Special Assessments") in an amount sufficient to pay the costs of the Authorized Improvements and other related costs of financing the Authorized Improvements, which include, without limitation, the payment of principal of, interest on, and financing, credit enhancement, and issuance expenses related to, any bonds, notes, loans, or other financing provided to pay the costs of the Authorized Improvements, and requests that the Authorized Improvements be undertaken cooperatively by the City, the ESID, and the Owner in accordance with the Standing Assignment

Agreement dated as of February 28, 2017 by and among the City, the Port of Greater Cincinnati Development Authority, and the ESID (the "Standing Assignment Agreement"); and

WHEREAS, in order to provide for the assignment and transfer of the Special Assessments, the ESID has requested that the City execute and deliver an Addendum to the Standing Assignment Agreement substantially in the form now on file with the Clerk of Council; and

WHEREAS, (i) the Special Assessments are conducive to the public health, convenience, and welfare of this City and the inhabitants of the City; (ii) the Assessed Property is specially benefited by the Special Assessments; and (iii) the Special Assessments have been petitioned for by the owner of 100% of the Assessed Property; now, therefore,

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

Section 1. That the recitals hereof are hereby incorporated by reference, and each capitalized term not otherwise defined in this Resolution or by reference to another document shall have the meaning assigned to it in the *Petition for Special Assessments for Special Energy Improvement Projects* dated July 21, 2020 (the "Petition"), which Petition, together with a *Supplement to Plan for 1614 Walnut Street Project* (the "Supplemental Plan"), are hereby approved and accepted, and copies of which are attached to this Resolution as Attachment A.

Section 2. That this Council hereby approves and authorizes the City Manager to execute an Addendum to the Standing Assignment Agreement substantially in the form now on file with the Clerk of Council, together with any modifications as may be necessary to effectuate the purpose of the Petition and Ohio Revised Code Chapter 1710, provided that any such modifications shall not, in the judgment of the City Manager, be adverse to the City.

Section 3. That it is hereby declared necessary, and a vital and essential public purpose of the City, to improve the real property located at 1614 Walnut Street, Cincinnati, Ohio (the "Assessed Property"), by providing for special energy improvement projects as more fully identified in the Petition and Supplemental Plan (the "Authorized Improvements") on the

Assessed Property, including any and all costs and expenses in connection with or otherwise related thereto as described in the Petition (collectively, the "Assessment Project"), which Assessment Project is described in the plans, specifications, profiles, and estimates of costs included in the Petition and on file in the office of the Clerk of Council.

Section 4. That the plans and specifications and total cost of the Assessment Project now on file in the office of the Clerk of Council are approved, subject to changes as provided for in the Standing Assignment Agreement among the City, the Port of Greater Cincinnati Development Authority, and the City of Cincinnati, Ohio Energy Special Improvement District, Inc. (the "ESID"), and as permitted by Ohio Revised Code Chapter 727. The Assessment Project shall be made in accordance with the plans, specifications, profiles, and estimates for the Assessment Project.

Section 5. That this Council finds and determines that: (i) the Assessment Project is conducive to the public health, convenience, and welfare of this City and the inhabitants thereof, and that it is an essential and vital public, governmental purpose of the City as a Special Energy Improvement Project as defined in Ohio Revised Code Section 1710.01(I); (ii) the Assessed Property is specially benefited by the Assessment Project; and (iii) the Assessment Project has been petitioned for by the owner of 100% of the Assessed Property. It is hereby determined that the Assessment Project's elements are so situated in relation to each other that in order to complete the acquisition and improvement of the Assessment Project's elements in the most practical and economical manner, they should be acquired and improved at the same time, with the same kind of materials, and in the same manner, and that the Assessment Project's elements shall be treated as a single improvement pursuant to Ohio Revised Code Section 727.09.

Section 6. That pursuant to Ohio Revised Code Section 1710.02(G)(4), Council hereby determines that the Assessment Project is not required to be owned exclusively by the City. Council accordingly hereby authorizes the board of directors of the ESID to act as its agent to sell, transfer, lease, or convey the Assessment Project. The board of directors of the ESID must obtain from any sale, transfer, lease, or conveyance of the Assessment Project any consideration greater than or equal to \$1.00.

Section 7. That the costs of the Assessment Project, as set forth in the Petition, shall be assessed in proportion to the benefits upon the Assessed Property, and the assessment for such purpose (the "Special Assessments") shall be assessed and paid as specified in the Petition. The portion of the costs of the Assessment Project allocable to the City will be 0%. The City does not intend to issue securities in anticipation of the levy of the Special Assessments.

Section 8. That the City's Finance Director and/or her designee is authorized to cause to be prepared and filed in the office of the Clerk of Council the estimated Special Assessments and the cost of the Assessment Project in accordance with the method of assessment set forth in the Petition and this Resolution.

Section 9. That the Special Assessments shall be levied and paid in fifty (50) semi-annual installments pursuant to the list of estimated Special Assessments set forth in the Petition.

1614 Walnut LLC (the "Owner") has waived the right to pay the Special Assessment in cash within thirty (30) days after the first publication of the notice of the assessing ordinance.

Section 10. That the Owner has waived notice of the adoption of this Resolution and the filing of the estimated Special Assessments upon the filing of the estimated Special Assessments with the Clerk of Council under Ohio Revised Code Section 727.13.

Section 11. That pursuant to and subject to the provisions of a valid Petition signed by the Owner, as the owner of one hundred percent (100%) of the Assessed Property, which Petition is hereby accepted, the entire cost of the Assessment Project shall be paid by the Special Assessments levied against the Assessed Property, which is the benefited property.

Section 12. That this Council hereby accepts and approves the waivers contained in the Petition of all further notices, hearings, claims for damages, rights to appeal and other rights of property owners under the law, including, but not limited to, those specified in the Ohio Constitution, Ohio Revised Code Chapter 727, Ohio Revised Code Chapter 1710, and the Charter of the City of Cincinnati, Ohio, and consents to the immediate imposition of the Special Assessments upon the Assessed Property.

Section 13. That the City's Finance Director and/or her designee is authorized, pursuant to Ohio Revised Code Section 727.12, to cause the Special Assessments to be levied and collected at the earliest possible time including, if applicable, prior to the completion of the acquisition and construction of the Assessment Project.

Section 14. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

Section 15. That this resolution shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the

emergency is to ensure that the board of directors of t	he ESID may proceed with the Assessment
Project as soon as possible so that work thereon may o	commence or continue without delay.
	·
Passed:, 2020	
	John Cranley, Mayor
	<b>3</b> , <b>3</b>
Attest:	
Clerk	



August 3, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: FOURTH AMENDMENT TO FUNDING, ACQUISTION AND

DEVELOPMENT AGREEMENT WITH ACKERMANN

ENTERPRISES, INC.

Attached is an Emergency Ordinance captioned as follows:

**AUTHORIZING** the City Manager to execute a Fourth Amendment to Funding, Acquisition and Development Agreement with Madisonville Phase I LLC, Madisonville Phase II LLC, Madisonville Phase III LLC, and Ackermann Enterprises, Inc., in order to facilitate the companies' multi-phased mixed-use redevelopment of the property; ESTABLISHING new capital improvement program project account 980x164x211631, "Madison & Whetsel Phase IIB Public Improvements," for the purpose of providing resources to facilitate the construction of various public improvements associated with a portion of the development; **AUTHORIZING** the transfer and appropriation of \$950,000 from the unappropriated surplus of Madisonville District Equivalent Fund 498 (Madisonville TIF District) to the newly established capital improvement program project account "Madison Whetsel Phase 980x164x211631. & IIB Public Improvements"; and DECLARING expenditures from such project account to be for a public purpose.

#### BACKGROUND/CURRENT CONDITIONS

The Department of Community and Economic Development (DCED) issued a Request for Qualifications (RFQ) from developers in April 2014 for 6.25 acres of assembled land surrounding the intersection of Madison Road and Whetsel Avenue in the center of the Madisonville neighborhood. A selection committee, in partnership with neighborhood stakeholders, selected Ackermann Group to complete a final development proposal for the site.

In June 2016, City Council approved Ordinance No. 241-2016, which authorized the Funding, Acquisition and Development Agreement (FADA) between Ackermann

 $4^{
m th}$  Amendment to Funding Acquisition and Development Agreement Ackermann Enterprises, Inc.

Page 2 of 4

Enterprises, Inc. ("Developer") and the City. The FADA contemplated the Phase I project to generally include the Southwest, Northwest, and Northeast blocks of the Madison and Whetsel intersection and a potential Phase II project on the Southeast block.

In June 2018, City Council approved Ordinance No. 161-2018, which authorized the First Amendment to the FADA, which finalized the scope of Phase I project to include 106 new residential units, 5,000 SF of new retail space, 13,500 SF of new office space, in addition to retail improvements to the Madison Center and public infrastructure improvements on the Southwest and Northwest blocks and a potential Phase II project included the Northeast and Southeast blocks.

In September 2019, City Council approved Ordinance No. 341-2019, which authorized the Second Amendment to the FADA, which split the Phase II project into a Phase IIA project and Phase IIB project. The scope of the Phase IIA project included 120 new residential units, 7,892 SF of new retail space, 120 surface parking spaces, and supporting public ROW improvements on the Northeast block. The potential Phase IIB project would be on the Southeast block and after an extension for time in the Third Amendment to the FADA in July 2020, the Developer has until September 30, 2020 to exercise its purchase option.

The Developer is nearing the completion of construction of the Phase I project and has commenced construction on the Phase IIA project. The Developer has also submitted a new financial assistance application to support the Phase IIB project. The proposed fourth amendment contemplates a Phase IIB project including only the Southeast block and a potential future phase on several City owned parcels directly north of the Northeast block.

A site plan showing the blocks described above can be found in Attachment A.

## DEVELOPER INFORMATION

Ackermann Group is a local property management and development firm led by Dobbs Ackermann. The company has been involved with large mixed-use projects including the ongoing Phase I and Phase IIA projects at Madison & Whetsel as well the completed University Station Project located near the Dana Avenue and Montgomery Road intersection in the neighborhood of Evanston and City of Norwood.

## PROJECT DESCRIPTION

The proposed Phase IIB project will cover the entire Southeast block. This area includes ten City owned parcels and one parcel owned by the Developer. The acquisition of the Developer owned parcel was funded by the City and the City retains a repurchase option for these parcels in the event the project does not occur.

4<sup>th</sup> Amendment to Funding Acquisition and Development Agreement *Ackermann Enterprises, Inc.* 

Page 3 of 4

The scope of the new construction project includes the following:

- Approximately 92 market rate residential rental units (studio and 1-bedroom units). Rents are estimated to range from \$971 to \$1,778.
- Approximately 18,900 SF of commercial space
- Approximately 94 surface parking spaces
- Approximately 15 public parking spaces on Prentice Street
- ROW infrastructure improvements to support the private development including streetscaping, water main, a public plaza, and roadway maintenance

The public plaza included as part of the ROW infrastructure improvements will extend along Whetsel Avenue from Madison Road to Prentice Street. The public plaza will measure 0.8 acres. Five percent of the proposed Project TIF service payments will be retained by the City and will go towards the maintenance and programming of the public plaza. A centrally located public space for community events has been a focal point for Madisonville residents.

The total project cost is estimated to be \$24.0MM, including \$16.3MM in private investment. The Developer is committing to cause the creation of 88 FTE permanent jobs and \$4.9MM in annual payroll as a result of the project as well as 124 construction jobs with \$6.8MM in one-time payroll.

The Developer has presented and discussed the Phase IIB project at several Madisonville Community Council (MCC) meetings. The Developer has also formed a committee comprised of MCC, Madisonville Community Urban Redevelopment Corporation (MCURC), as well as other stakeholders to review and vote on design considerations for the project. Members of the community have communicated to City Council that there are concerns for this Phase IIB project and the development as a whole in terms of affordable housing, provision of parking to support commercial space and apartments, use of District TIF funds, and others.

# PROPOSED INCENTIVE

DCED is recommending the following incentive package for the Phase IIB project:

**TIF District Grant:** The City will provide a grant on a reimbursement basis of up to \$950,000 from the Madisonville TIF District Fund for the eligible ROW infrastructure improvement expenses that support the Phase IIB project. This Emergency Ordinance authorizes the establishment of new capital improvement program project account no. 980x164x211631 "Madison & Whetsel Phase IIB Public Improvements."

**Project TIF:** The City will create a 30-year, 70% net rate project-based TIF exemption for the Phase II project site to fund public infrastructure debt to be issued by the Port Authority.

SUMMARY – 30 Year Term of Incentive	
Incentive Value	
Annual Net Incentive to Developer	\$225,942
Total Term Incentive to Developer	\$6,778,260
City's Portion of Property Taxes Forgone	\$1,249,729
Public Benefit	
CPS PILOT	
Annual CPS Pilot	\$80,694
Total Term CPS PILOT	\$2,420,807
Public Plaza Operation & Maintenance Fund	
Annual	\$16,139
Total Term	\$484,161
Income Tax (Max)	\$3,276,000
Total Public Benefit (CPS PILOT/VTICA/Income Tax)	\$6,180,968
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Total Public Benefit ROI*	\$0.91
City's ROI*	\$4.95

# **RECOMMENDATION**

The Administration recommends approval of this Emergency Ordinance.

Attachment: A. Site Plan

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

# Attachment A: Site Plan



Red: Phase I (Under construction)
Yellow: Phase IIA (Under construction)

Green: Phase IIB (Proposed)

Blue: North Sierra Project (Potential)

# AN CINCINIA PI

# EMERGENCY

# City of Cincinnati



# An Ordinance No.

- 2020

AUTHORIZING the City Manager to execute a Fourth Amendment to Funding, Acquisition and Development Agreement with Madisonville Phase I LLC, Madisonville Phase II LLC, Madisonville Phase III LLC, and Ackermann Enterprises, Inc., in order to facilitate the companies' multi-phased mixed-use redevelopment of the property; ESTABLISHING new capital improvement program project account no. 980x164x211631, "Madison & Whetsel Phase IIB Public Improvements," for the purpose of providing resources to facilitate the construction of various public improvements associated with a portion of the development; AUTHORIZING the transfer and appropriation of \$950,000 from the unappropriated surplus of Madisonville District Equivalent Fund 498 (Madisonville TIF District) to the newly established capital improvement program project account 980x164x211631, "Madison & Whetsel Phase IIB Public Improvements"; and DECLARING expenditures from such project account to be for a public purpose.

WHEREAS, Ackermann Enterprises, Inc. ("Developer") and the City are parties to a Funding, Acquisition and Development Agreement dated October 6, 2016, as authorized by Ordinance No. 241-2016, passed by Council on June 29, 2016, as amended by (i) a First Amendment to Funding, Acquisition and Development Agreement dated September 25, 2018, as authorized by Ordinance No. 161-2018, passed by Council on June 20, 2018; (ii) a Second Amendment to Funding, Acquisition and Development Agreement dated September 30, 2019, as authorized by Ordinance No. 341-2019, passed by Council on September 11, 2019; and (iii) a Third Amendment to Funding, Acquisition and Development Agreement dated July 28, 2020 (as amended, the "Agreement"), pursuant to which, among other things, the City and Developer agreed to a plan for the redevelopment of the area surrounding the intersection of Madison Road and Whetsel Avenue (as defined in the Agreement, the "Project Site"), and Developer assigned its rights and obligations related to the redevelopment of a portion of the Project Site (the "Project") to Madisonville Phase I LLC and Madisonville Phase II LLC; and

WHEREAS, the Agreement currently provides for a three-phase development, the first phase of which is the Project, the second phase of which is the "Phase IIA Project", and the third phase of which is the "Phase IIB Project"; and

WHEREAS, the parties now desire to enter into a Fourth Amendment to Funding, Acquisition and Development Agreement, in accordance with the material terms and conditions in the form attached as Attachment A to this ordinance (the "Fourth Amendment"; the Agreement, as proposed to be amended by the Fourth Amendment, is hereinafter referred to as the "Proposed Agreement"), which, among other things, divides the Phase IIB Project into two sub-phases:

(i) the first sub-phase consists of the redevelopment of the Phase IIB Property (as defined below) by Developer, which will be assigned to Madisonville Phase III

LLC ("Phase IIB Developer") in accordance with the Proposed Agreement, including Developer's design and construction of (a) at an aggregate project cost of approximately \$24,030,095, (1) approximately 92 market rate apartments (containing in aggregate approximately 73,900 square feet of residential rental space), (2) approximately 18,900 square feet of ground floor commercial space, (3) approximately 94 surface parking spaces and (4) approximately 15 public parking spaces on Prentice Street; and (b) public infrastructure improvements benefitting the Phase IIB Property, including a public plaza (collectively, the "Phase IIB Project"); and

(ii) the remaining sub-phase consists of the potential redevelopment of certain properties north of Sierra Street, as depicted on Exhibit A-3 to the Fourth Amendment and labeled "North Sierra Properties" thereon (the "North Sierra Properties"), or some portion thereof, by Developer (or an affiliate of Developer), the description and total aggregate project cost of which will be determined at the time of Developer's (or Developer's affiliate's) submission of a proposal for the North Sierra Properties; and

WHEREAS, in accordance with the Proposed Agreement, Developer now desires to assign all of its rights and obligations related to the development of the Phase IIB Project, and Phase IIB Developer desires to (i) assume all of Developer's rights and obligations related to the development of the Phase IIB Project, and (ii) proceed with the Phase IIB Project, which will be situated on certain real property located within the SE Block (as defined in the Agreement), as depicted on Exhibit A-3 to the Fourth Amendment and labeled "Phase IIB Property" thereon (the "Phase IIB Property"); and

WHEREAS, the City has granted to Developer a purchase option on the Phase IIB Property and the North Sierra Properties, and pursuant to the terms of the Proposed Agreement, the City and Developer desire to bifurcate that purchase option so that Developer may exercise the purchase option with respect to the City-owned portion of the Phase IIB Property and retain a purchase option on the North Sierra Properties, as more particularly described in the Proposed Agreement (the "North Sierra Purchase Option"); and

WHEREAS, pursuant to Ordinance No. 495-2019, passed by this Council on December 11, 2019, a thirty-year real property tax exemption pursuant to Ohio Revised Code Section 5709.41 was established on the Phase IIB Property (the "Phase IIB Project TIF Ordinance"); and

WHEREAS, in furtherance of the revitalization of the Madisonville neighborhood and the City's urban redevelopment goals, in addition to the assistance the City previously provided to Developer pursuant to the Agreement, the City anticipates providing the following assistance to the Phase IIB Project, as more particularly described in, and subject to the terms and conditions of the Proposed Agreement:

(i) contributing a grant not to exceed \$950,000 to the Phase IIB Project from Incentive District No. 19, commonly known as the Madisonville TIF District, from Fund 498 to reimburse Developer, or upon the assignment contemplated in

the Fourth Amendment, its assignee Phase IIB Developer, for the cost of constructing certain public infrastructure improvements in the vicinity of the Phase IIB Property and the related public plaza;

- (ii) conveying certain real property owned by the City located within the Phase IIB Property (as described in the Proposed Agreement, the "City Phase IIB Property");
- (iii) extending the period through which Developer can exercise the North Sierra Purchase Option through March 31, 2021;
- (iv) providing the payments in lieu of taxes collected pursuant to the Phase IIB Project TIF Ordinance in accordance with the Fourth Amendment and any related documents; and

WHEREAS, at closing, the City will convey the City Phase IIB Property to Phase IIB Developer; and

WHEREAS, the City and Phase IIB Developer intend to execute a Service Agreement pursuant to which Phase IIB Developer will make service payments in lieu of property taxes; and

WHEREAS, the Proposed Agreement provides that the service payments in lieu of taxes will be used: (i) to make payments to the Board of Education of the City School District of the City of Cincinnati (the "School Board") under the City's Agreement with the School Board dated July 2, 1999, as amended; (ii) as assigned to the Port of Greater Cincinnati Development Authority (the "Port Authority") to enable the Port Authority to obtain bond financing for the Phase IIB Project; and (iii) to reimburse for maintenance and programming costs related to the public plaza, in each case in the manner and in the respective amounts set forth in the Proposed Agreement; and

WHEREAS, the majority of the Project Site is located within District 19 – Madisonville Incentive District established pursuant to Ordinance No. 414-2005, passed by City Council on November 2, 2005; and

WHEREAS, as contemplated in the Agreement, (i) the City Phase IIB Property is not needed for a municipal purpose, and (ii) eliminating competitive bidding in connection with the City's conveyance of the City Phase IIB Property is appropriate because the City believes that the use of the Phase IIB Property for the Phase IIB Project is the highest and best use for the site and will contribute to the revitalization of the City's Madisonville neighborhood; and

WHEREAS, as of September 5, 2019, the City's Real Estate Services Division has determined that the fair market value of the City Phase IIB Property is \$735,000; however, the City is willing to sell the City Phase IIB Property for less than fair market value, namely, for \$0.00, pursuant to the terms and conditions of the Proposed Agreement, because the City will receive economic and non-economic benefits equal to or exceeding the fair market value thereof,

including the creation of jobs and the redevelopment of the Phase IIB Property and the Madisonville neighborhood more generally; and

WHEREAS, Section 13 of Article VIII of the Ohio Constitution provides that, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political subdivisions to lend aid or credit for industry, commerce distribution and research; and

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

WHEREAS, the City believes that the Phase IIB Project is in the vital and best interests of the City and the health, safety, and welfare of its residents and is in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements; and

WHEREAS, this ordinance is in accordance with the "Live" strategy to "Become more walkable" as described on pages 156-159 of Plan Cincinnati (2012), as well as the "Compete" strategy to "Target investment in geographic areas where there is already economic activity" as described on pages 115-117 of Plan Cincinnati (2012); and

WHEREAS, the City Planning Commission, having the authority to approve the change in use of City-owned property, approved the conveyances described in the Proposed Agreement at its meeting on June 3, 2016; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a Fourth Amendment to Funding, Acquisition and Development Agreement with Ackermann Enterprises, Inc. ("Developer"), Madisonville Phase I LLC, Madisonville Phase II LLC, and Madisonville Phase III LLC ("Phase IIB Developer"), in accordance with the material terms and conditions in the form attached as Attachment A to this ordinance (the "Fourth Amendment"), which amends the Funding, Acquisition and Development Agreement between the City and Developer dated October 6, 2016, as amended by the First Amendment to Funding, Acquisition and Development Agreement dated September 25, 2018, the Second Amendment to Funding, Acquisition and Development Agreement dated September 30, 2019, and the Third Amendment to Funding,

Acquisition and Development Agreement dated July 28, 2020 (as amended, the "Agreement"; the Agreement, as proposed to be amended by the Fourth Amendment, is hereinafter referred to as the "Proposed Agreement"), and pertains to Developer's development and construction of a mixed-use residential and commercial project located in the southeast quadrant of the intersection of Madison Road and Whetsel Avenue, as more particularly depicted on Exhibit A-3 of the Fourth Amendment and labeled Phase IIB Property (the "Phase IIB Property"), including (i) at an aggregate project cost of approximately \$24,030,095 (a) approximately 92 market rate apartments, (b) approximately 18,900 square feet of commercial space, (c) approximately 94 surface parking spaces, and (d) approximately 15 public parking spaces on Prentice Street; and (ii) public infrastructure improvements benefitting the Phase IIB Property, including a public plaza (the "Phase IIB Project"), which rights and obligations will be assigned to Phase IIB Developer in accordance with the terms and conditions of the Proposed Agreement.

Section 2. That the City Manager is hereby authorized to execute (i) the *Service Agreement* in accordance with the material terms and conditions in the form attached to the Proposed Agreement as an exhibit; (ii) a future *Cooperative Agreement* between the City, Phase IIB Developer, the Port of Greater Cincinnati Development Authority and any other necessary parties thereto; and (iii) any other applicable agreement (together with the Service Agreement and the Cooperative Agreement, the "Supplemental Agreements") to be entered into with respect to the Phase IIB Project to memorialize the financing arrangement contemplated in the Proposed Agreement.

Section 3. That the property interests to be conveyed by the City pursuant to the Proposed Agreement are not needed for a municipal purpose.

Section 4. That it is in the best interest of the City to eliminate competitive bidding in connection with the conveyance of the portion of the Phase IIB Property currently owned by the City to Phase IIB Developer pursuant to the Proposed Agreement (the "City Phase IIB Property") because the City believes that the development of the Phase IIB Property as part of the Phase IIB Project is the highest and best use for the Phase IIB Property and will create jobs and will contribute to the revitalization of Madisonville.

Section 5. That the fair market value of the City Phase IIB Property, as determined by the City's Real Estate Services Division, is approximately \$735,000; however, the City is agreeable to selling the City Phase IIB Property to Phase IIB Developer for less than fair market value, namely, for \$0.00, because the City will receive economic and non-economic benefits exceeding the fair market value thereof in connection with the Phase IIB Project, including the creation of jobs and the redevelopment of the Phase IIB Property and the Madisonville neighborhood generally.

Section 6. That, pursuant to the Proposed Agreement, Council authorizes the City to convey the City Phase IIB Property to Phase IIB Developer for \$0.00.

Section 7. That the Director of Finance is authorized to establish new capital improvement program project account no. 980x164x211631, "Madison & Whetsel Phase IIB Public Improvements," for the purpose of providing resources to facilitate the construction of various public improvements that will support the Phase IIB Project, as allowable by Ohio law.

Section 8. That the transfer and appropriation of \$950,000 from the unappropriated surplus of Madisonville District Equivalent Fund 498 to capital improvement program project account no. 980x164x211631, "Madison & Whetsel Phase IIB Public Improvements," is hereby

authorized for the purpose of providing resources to facilitate the construction of various public improvements that will support the Phase IIB Project, as allowable by Ohio law.

Section 9. That the public improvements, including the public plaza, associated with the Phase IIB Project are hereby declared to serve a public purpose and constitute "Public Infrastructure Improvements," as defined in Ohio Revised Code Section 5709.40(A)(8) and pursuant to this ordinance.

Section 10. That Council authorizes the appropriate City officials to take all necessary and proper actions to fulfill the terms of this ordinance, the Proposed Agreement, the Supplemental Agreements, and any and all ancillary agreements (including those referenced in the Proposed Agreement, attached thereto as exhibits, or referenced in such exhibits), amendments, deeds (including any reservations of easements contemplated therein), plats, and other documents, including without limitation executing amendments to such agreements and executing documents to create new encumbrances and release existing encumbrances on the title to the Phase IIB Property, as deemed necessary or appropriate by the City Manager.

Section 11. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to enable Developer, and upon the assignment contemplated in the Proposed Agreement, Phase IIB Developer, to commence the Phase IIB Project as soon as possible,

growth of the Cit	y at the earliest poss	sible date.	
Passed:		, 2020	
		-	John Cranley, Mayor
Attest:	Clerk		

therefore resulting in the revitalization of the Madisonville neighborhood and the economic

# ATTACHMENT A

Original Contract No.: 75x2017-091

# FOURTH AMENDMENT TO FUNDING, ACQUISITION AND DEVELOPMENT AGREEMENT (Madison & Whetsel Redevelopment – Phase IIB)

This Fourth Amendment to Funding, Acquisition and Development Agreement (this "Amendment") is made and entered into effective as of the Effective Date (as defined herein) by and among the City of Cincinnati, an Ohio municipal corporation (the "City"), Madisonville Phase I LLC, an Ohio limited liability company ("Phase I Developer"), Madisonville Phase II LLC, an Ohio limited liability company ("Phase IIB Developer"), and Ackermann Enterprises, Inc., an Ohio corporation ("Developer", together with Phase I Developer, Phase IIA Developer, and Phase IIB Developer, each a "Company" and collectively, the "Companies").

## Recitals:

- A. The City and Developer are parties to a Funding, Acquisition and Development Agreement dated October 6, 2016 (the "Original Agreement"), as amended by a First Amendment to Funding, Acquisition and Development Agreement (the "First Amendment") dated September 25, 2018, a Second Amendment to Funding, Acquisition and Development Agreement (the "Second Amendment") dated September 30, 2019, and a Third Amendment to Funding, Acquisition and Development Agreement (the "Third Amendment") dated July 28, 2020 (the Original Agreement as amended by the First Amendment, the Second Amendment, the Third Amendment and this Amendment, the "Agreement"), pursuant to which, among other things, the City and Developer agreed to a plan for the redevelopment of the area surrounding the intersection of Madison Road and Whetsel Avenue (as described in the Original Agreement, the "Project Site"). Developer subsequently assigned its rights and obligations to (i) the Project (as defined in the First Amendment) to Phase I Developer and (ii) Phase IIA Project (as defined in the Second Amendment) to Phase IIA Developer. Capitalized terms used, but not defined, herein have the meanings ascribed thereto in the Agreement, the First Amendment, or the Third Amendment as applicable.
- B. Since the execution of the First Amendment, (i) the Initial Closing (as defined in the First Amendment) has occurred and Phase I Developer has commenced construction of the Project (as defined in the First Amendment) and (ii) the Second Closing (as defined in the Second Amendment) has occurred and Phase IIA Developer commenced construction of the Phase IIA Project (as defined in the Second Amendment). Developer, through its Eligible Affiliate (as defined in the Original Agreement), Phase IIB Developer, has submitted to the City's Department of Community and Economic Development ("DCED") a development proposal with respect to a portion of the Phase IIB Property (as defined in the Second Amendment) that DCED desires to accept and memorialize as part of this Amendment.
- C. The Agreement currently (prior to giving effect to this Amendment) provides for a three-phase development, the first phase of which is defined in the First Amendment as the "**Project**", the second phase of which is defined in the Second Amendment as the "**Phase IIB Project**", and the third phase of which is defined in the Second Amendment as the "**Phase IIB Project**". However, Developer and the City desire to bifurcate the Phase IIB Project into two discrete projects. The effect of this Amendment, among other things, will be the division of the development described as the Phase IIB Project in the Agreement into the Phase IIB Project and the North Sierra Project (each as defined below), and the division of the Phase IIB Property into the Phase IIB Property (as defined below) and the North Sierra Properties.
- D. As used herein, and for purposes of the Agreement, (i) the term "Phase IIB Project" means (a) Developer's, or upon assignment Phase IIB Developer's, redevelopment of a portion of the Phase IIB Property (as previously defined in the Second Amendment) as depicted in Exhibit A-3 (Amended Site Plan Breakdown of Project Property, Phase IIA Property, Phase IIB Property, and North Sierra Properties) and labeled "Phase IIB Property" (redefined as the "Phase IIB Property") into approximately 92 market rate residential rental units (approximately 73,900 square feet in the aggregate), approximately 18,900 square feet of ground floor commercial space, approximately 94 surface parking spaces, and approximately 15 public

parking spaces on Prentice Street at an aggregate project cost of approximately \$24,030,095, and (b) Developer's, or upon assignment Phase IIB Developer's, construction of Right-of Way Public Infrastructure Public Improvements benefitting the Phase IIB Property, including the Public Plaza (as defined below) (the "Phase IIB Right-of-Way Public Infrastructure Improvements"), in each case as more fully described in Exhibit B-3 (Phase IIB Project Scope of Work – Phase IIB Right-of-Way Public Infrastructure Improvements; Private Improvements) and (ii) the term "North Sierra Project" means Developer's (or its Eligible Affiliate's) potential redevelopment of the North Sierra Properties, or some portion thereof, into such structures and uses as proposed by Developer (or its Eligible Affiliate) and approved by DCED, all at a total aggregate project cost as agreed upon by the applicable parties at the time of such approval. All references to Exhibit B of the Original Agreement are hereby amended to be references to Exhibit B-1 of the First Amendment, Exhibit B-2 of the Second Amendment, and Exhibit B-3 hereto collectively.

- E. The Phase IIB Project will be situated on the Phase IIB Property. The Phase IIB Property shall include those parcels within the Phase IIB Property owned as of the date hereof by the City (the "City Phase IIB Property"). The North Sierra Project will be situated on such real property, or some portion or combination thereof, which is identified as the "North Sierra Properties" in Exhibit A-3. All references to Exhibit A, Exhibit A-1, and Exhibit A-2 in the Agreement are hereby amended to be references to Exhibit A-3 hereto.
- F. The City and the Companies wish to enter into this Amendment to provide an additional grant of \$950,000 to complete the Phase IIB Right-of-Way Public Infrastructure Improvements associated with the Phase IIB Project; to amend the scope of the Phase IIB Project; to bifurcate the Phase IIB Project into distinct elements, namely the Phase IIB Project and the North Sierra Project; to provide for the Developer's exclusive right to submit a proposal or proposals to DCED with respect to the development of the North Sierra Project on the North Sierra Properties, subject to the review and approval of such proposal or proposals and upon satisfaction of the terms and conditions of this Amendment; to provide for the Developer's right to acquire the North Sierra Properties on or before March 31, 2021, in furtherance of the North Sierra Project; and to allow the Developer to consummate a financial closing with respect to the Phase IIB Project as expeditiously as possible.
  - G. More particularly, this Amendment will, among other things:
    - (i) Bifurcate the Optional Third Closing (as defined in the Second Amendment) into the Third Closing and the Optional Fourth Closing (in each case as defined herein) in order to (a) account for the occurrence of the Initial Closing (as defined in the First Amendment) prior to the date hereof, (b) account for the occurrence of the Second Closing (as defined in the Second Amendment) prior to the date hereof, (c) facilitate the conveyance by the City of the City Phase IIB Property to the Phase IIB Developer, (d) provide for the future conveyance of the North Sierra Properties, or some portion thereof, in connection with the Optional Fourth Closing for the purpose of facilitating the development of the North Sierra Properties by the Developer or its Eligible Affiliate as assignee, to the extent that Developer or its Eligible Affiliate wishes to pursue such Optional Fourth Closing and meets certain conditions subject to the approval of DCED;
    - (i) Bifurcate the Phase IIB Project into the Phase IIB Project to be undertaken upon the Phase IIB Property, and the North Sierra Project to be undertaken upon the North Sierra Properties, if undertaken;
    - (ii) acknowledge that on December 11, 2019, pursuant to Ordinance No. 495-2019, City Council approved the Third TIF Ordinance notwithstanding that the Third Closing did not occur yet:
    - (iii) provide an additional grant of \$950,000 from the TIF District Fund (the "Phase IIB Grant");
    - (iv) modify the terms and conditions by which Developer may exercise its purchase option with respect to the North Sierra Properties;
    - (v) modify the Developer's rights with respect to submitting a North Sierra Project proposal and acquiring the North Sierra Properties, or some portion thereof;

- (vi) amend and restate the Phase II Note (as defined in the Second Amendment) (the "Phase IIA Note"), a form of such Amended and Restated Note is attached hereto as <a href="Exhibit F-4"><u>Exhibit F-4</u></a> (Form of Phase IIA Amended and Restated Promissory Note) and execute an additional Phase IIB Amended and Restated Promissory Note with respect to the Phase IIB Project and the North Sierra Project, a form of which is attached hereto as <a href="Exhibit F-3"><u>Exhibit F-3</u></a> (Form of Phase IIB Amended and Restated Promissory Note) (the "Phase IIB Note");
- (vii) establish certain terms and conditions regarding the Port Authority's involvement in the Phase IIB Project's financing;
- (viii) provide that the obligations, duties and liabilities under the Agreement, as amended hereby, with respect to the Project, the Phase IIA Project, the Phase IIB Project, and the North Sierra Project (if any) are not cross-defaulted; and
- (ix) contemplate a public plaza on the SE Block of Madison and Whetsel and provide the funding mechanism for such plaza.
- H. Prior to the Effective Date, the City's Real Estate Services Division has determined by appraisal that the fair market value of the SE Block is <u>\$735,000</u>, and the North Sierra Properties is <u>\$121,500</u>. DCED, in accordance with the terms of the Agreement and this Amendment, is willing to convey the Phase IIB Property for below fair market value (namely, \$0.00).
- I. The City's Planning Commission, having the authority to approve the change in use of Cityowned property, approved the transactions contemplated herein at its meeting on June 3, 2016.
- J. This Amendment was authorized by Cincinnati City Council Ordinance No. [\_\_\_], passed [\_\_\_], Ordinance No. 341-2019, passed September 11, 2019, as well as by Ordinance Nos. 241-2016 and 161-2018, passed June 29, 2016, and on June 20, 2018, respectively, which authorized the execution and administration of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

#### 1. REVISIONS TO RECITALS INCLUDING REVISING TERMS.

- (A) Recital D of the Agreement is hereby replaced in its entirety with the following:
- After commencing the Project (as defined in the First Amendment as defined below, the "Project"), Developer may construct a second phase of development, in two or more subphases, located on the Phase II Property or some portion thereof, consisting of a market-driven mix of: (i) market-rate multi-family housing, (ii) additional retail storefronts, (iii) office space, and (iv) related improvements thereto, or such other structures and uses as proposed by Developer and approved by DCED, all at a total aggregate project cost to be determined at the time of such proposal (collectively, the "Phase II Project"). The specific details regarding the manner and time in which Developer may potentially pursue such Phase Il Project and potentially acquire such Phase Il Property are more fully described in the First Amendment to Funding, Acquisition and Development Agreement (the "First Amendment") dated September 25, 2018, the Second Amendment to Funding, Acquisition and Development Agreement (the "Second Amendment") dated September 30, 2019, the Third Amendment to Funding, Acquisition and Development Agreement (the "Third Amendment"), dated July 28, 2020, and the Fourth Amendment to Funding, Acquisition and Development Agreement (the "Fourth Amendment") dated , 2020; to the extent the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment govern, for the purposes of this Agreement (the following terms shall have the meanings ascribed to them in the Fourth Amendment, "Phase IIB Property", "Phase IIB Project", "North Sierra Project", and "City Phase IIB Property").
- (B) Recital F (i) of the Agreement is hereby replaced in its entirety with the following:

(i) contributing up to \$4,200,000 to the Project, up to \$500,000 to the Phase IIA Project, and up to \$950,000 from Incentive District No. 19, commonly known as the Madisonville TIF District (the "TIF District"), from Fund 498 (the "TIF District Fund"), as follows: (a) a grant not to exceed \$2,000,000 to reimburse Developer for the cost of constructing the Right-of-Way Public Infrastructure Improvements (as defined herein) benefiting the Project Site, (b) a grant not to exceed \$500,000 to reimburse Developer for the costs of constructing the Phase IIA Right-of-Way Public Infrastructure Improvements (as defined in the Second Amendment, the "Phase IIA Right-of-Way Public Infrastructure Improvements"; the Phase IIA Right-of-Way Public Infrastructure Improvements constitute a portion of the Public Infrastructure Improvements (as defined below)), (c) a grant not to exceed \$950,000 to reimburse Developer for the costs of constructing the Phase IIB Right-of-Way Public Infrastructure Improvements (as defined in the Fourth Amendment, the "Phase IIB Right-of-Way Public Infrastructure Improvements"), and (d) a potentially forgivable cash-flow loan not to exceed \$2,200,000 to reimburse Developer for the cost of constructing Non-Right-of-Way Public Infrastructure Improvements (as defined herein) benefiting the Project Site and for the acquisition of Developer Option Properties and the demolition of structures thereon;

# 2. GENERALLY; PROJECT DESCRIPTION AND DUE DILIGENCE.

- (A) <u>Bifurcation of Phase IIB Project and Corresponding Definition of the Phase IIB Project</u>. All references to <u>Exhibit B</u> of the Original Agreement are hereby amended to be references to <u>Exhibit B-1</u> of the First Amendment, <u>Exhibit B-2</u> of the Second Amendment, and <u>Exhibit B-3</u> of this Amendment collectively. All references to <u>Exhibit C</u> in the Original Agreement are hereby amended to be references to <u>Exhibit C-1</u> of the First Amendment, <u>Exhibit C-2</u> of the Second Amendment, and <u>Exhibit C-3</u> hereto collectively. All references to <u>Exhibit G</u> of the Original Agreement and <u>Exhibit G-1</u> of the Second Amendment are hereby amended to be references to <u>Exhibit G-2</u> (*Revised Disbursement of Funds*) hereto. Recital C of the Agreement is hereby deleted and the following is inserted in its place:
  - The Project Site's redevelopment will initially involve: (i) the retention and improvement of the approximately 24,542 square foot retail facility in the NW Block (the "Madison Center Facility"), (ii) the addition of approximately 7,543 square feet of new retail store front and an additional approximately 5,000 square feet of residential amenity space, (iii) the construction of approximately 24,850 square feet of office space, (iv) the construction of approximately 185 units of residential apartments, and (v) the construction of approximately 440 on-site surface parking spaces, in each case as revised and more comprehensively described in Exhibit B-1 (Project Scope of Work - Public Infrastructure Improvements; Private Improvements) to the First Amendment. The improvements listed immediately above and as revised and more comprehensively described in Exhibit B-1 to the First Amendment constitute the "Project", which shall be undertaken solely upon the Project Property, as defined in the First Amendment. The aggregate construction and acquisition cost of the Project is anticipated to equal approximately \$29,000,000, as is more fully described in Exhibit C-1 (Revised Budget and Sources of Funds) to the First Amendment. The second phase of the Project Site's redevelopment will initially involve (i) the construction of approximately 120 market rate residential rental units (approximately 77,471 square feet in the aggregate), (ii) the construction of approximately 7,892 square feet of ground floor commercial space, (iii) the construction of approximately 120 on-site surface parking spaces, and (iv) construction of all of the Phase IIA Right-of-Way Public Infrastructure Improvements, in each case as more comprehensively described in Exhibit B-2 (Phase IIA Project Scope of Work - Phase IIA Right-of-Way Public Infrastructure Improvements; Private Improvements) to the Second Amendment. The improvements listed

immediately above and as revised and more comprehensively described in Exhibit B-2 to the Second Amendment constitute the "Phase IIA Project" which shall be undertaken solely upon the Phase IIA Property, as defined in the Second Amendment. The aggregate construction and acquisition costs of the Phase IIA Project is anticipated to equal approximately \$20,240,000, as is more fully described in Exhibit C-2 (Phase IIA Budget and Sources of Funds) to the Second Amendment. The remainder of the second phase of the redevelopment of the Project Site will involve the construction of (i) approximately 92 market rate residential rental units (approximately 73,900 square feet in the aggregate), (ii) approximately 18,900 square feet of ground floor commercial space, (iii) approximately 94 surface parking spaces, (iv) approximately 15 public parking spaces on Prentice Street, and (v) all of the Phase IIB Right-of-Way Public Infrastructure Improvements. The improvements listed immediately above and as revised and more comprehensively described in Exhibit B-3 to the Second Amendment constitute the "Phase IIB Project" which shall be undertaken solely upon the Phase IIB Property, as defined in the Fourth Amendment. The aggregate construction costs of the Phase IIB Project is anticipated to equal approximately \$[24,030,095], as is more fully described in Exhibit C-3 (Phase IIB Budget and Sources of Funds) to the Fourth Amendment. All references to Exhibit C in the Agreement are hereby amended to be references collectively to Exhibit C-1 to the First Amendment, Exhibit C-2 to the Second Amendment, and Exhibit C-3 to the Fourth Amendment. As described herein, with respect to each of the Project, the Phase IIA Project, and the Phase IIB Project, all (a) individuals and entities providing guaranties with respect to Developer's, or Developer's Eligible Affiliates' private financing (but excluding Phase I Developer as to the Phase IIA Project and the Phase IIB Project and excluding Phase IIA Developer as to the Project and the Phase IIB Project), or (b) if there are not guaranties provided in respect of Developer's private financing, one or more individuals or entities with net worth deemed reasonably adequate by the City (whether one or more than one, collectively, with respect to the Project, the "Initial Guarantor", with respect to the Phase IIA Project, the "Phase IIA Guarantor", and with respect to the Phase IIB Project, the "Phase IIB Guarantor") will provide a guaranty (or guaranties) of completion in favor of the City with respect to the construction of each the Project, the Phase IIA Project and the Phase IIB Project in substantially the form of Exhibit D (Form of Completion Guaranty) hereto, whether one or more than one, collectively, with respect to the Project, the "Initial Completion Guaranty", with respect to the Phase IIA Project, the "Phase IIA Completion Guaranty", and in substantially the form of Exhibit D-1 (Form of Phase IIB Completion Guaranty) with respect to the Phase IIB Project, the "Phase IIB Completion Guaranty". If this Agreement, or any rights or obligations arising under this Agreement in connection with the development of any portion of the Project Site, is assigned to an Eligible Affiliate (as defined below) in accordance with Section 12(A)(iii), then Ackermann Enterprises, Inc. will also execute a guaranty of completion in the form of Exhibit D or Exhibit D-1, as applicable, in addition to each of the Initial Completion Guaranty to be executed by Initial Guarantor, the Phase IIA Completion Guaranty to be executed by the Phase IIA Guarantor, and the Phase IIB Completion Guaranty to be executed by the Phase IIB Guarantor. The term "Guarantor" shall refer to each of, and collectively, Initial Guarantor, the Phase IIA Guarantor, or the Phase IIB Guarantor, as applicable, and Ackermann Enterprises, Inc., if applicable. With respect to the Phase IIA Project and the Phase IIB Project, "Guarantor" shall include Ackermann Enterprises, Inc. The term "Completion Guaranty" shall refer to (i) with respect to the Project, each of, and collectively, the Initial Completion Guaranty and the guaranty of completion executed by Ackermann Enterprises, Inc., if applicable, (ii) with respect to the Phase IIA Project, each of, and collectively, the Phase IIA Completion Guaranty and the guaranty of completion executed by Ackermann Enterprises, Inc., and (iii) with respect to the Phase IIB Project, each of, and collectively, the Phase IIB Completion Guaranty and the guaranty of completion executed by Ackermann Enterprises, Inc. Additionally, pursuant to the terms of the Agreement as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment, should Developer obtain approval to pursue the North Sierra Project, Developer's financing of the same shall be subject to the same guaranty conditions described immediately above

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(provided that Madisonville Phase I LLC, Madisonville Phase II LLC, and Madisonville Phase III LLC shall not provide a guaranty for the North Sierra Project), and in the event of assignment to an Eligible Affiliate in accordance with Section 12(A)(iii), the same terms regarding the execution of an additional guaranty substantially in the form of Exhibit D by Ackermann Enterprises, Inc. and the use of the terms "Guarantor" and "Completion Guaranty" with respect to such event shall be equally required and used in connection with the North Sierra Project in a like manner as they are described above in connection with the completion of the Project, the Phase IIA Project, and the Phase IIB Project. Notwithstanding anything in this Agreement, the First Amendment, the Second Amendment, the Third Amendment, or the Fourth Amendment to the contrary, in no event shall the obligations of, or a default by, any Guarantor, with respect to a Guaranty for a particular phase of the Project Site be deemed to apply to, or cause a default with respect to, any other phase of the Project Site.

- Bifurcation of Due Diligence Investigations Regarding Third Closing and Optional Fourth Closing. Notwithstanding anything to the contrary in Section 1(A) of the Original Agreement, Section 2(B) of the First Amendment, and Section 2(B) of the Second Amendment, the City and Developer agree that the delivery of satisfactory due diligence materials described therein as conditions to the Closing shall be deemed, as applicable, conditions to the Third Closing (as hereinafter defined) (with such due diligence pertaining to the Phase IIB Property only) and the Optional Fourth Closing (with such due diligence items pertaining to the North Sierra Properties only), as applicable, provided that, the City and Developer agree that the financial closing with respect to the Phase IIB Project will occur not later than 60 calendar days after the conveyance from the City to Developer or its Eligible Affiliate (the "Financial Closing"), Phase IIB Developer, of the Phase IIB Property. For example, (i) for purposes of the Third Closing, Section 1(A)(v) of the Original Agreement shall be understood to impose, as a condition of the Third Closing, the requirement that Developer will obtain financing sufficient to complete the Phase IIB Project no later than the date that is 60 calendar days after the Third Closing Date, as memorialized at the time of the Third Closing in a term sheet acceptable to the City, and (ii) for purposes of the Optional Fourth Closing, Section 1(A)(v) of the Agreement shall be understood to impose, as a condition of the Optional Fourth Closing, the requirement that Developer has obtained the financing contemplated in such clause with respect to the North Sierra Project, as approved of by DCED. To the extent it is ambiguous whether a condition or requirement applies to the Third Closing or the Optional Fourth Closing, or both, the ambiguity may be resolved by the Director of DCED in his discretion, exercised in good faith.
- (C) <u>Bifurcation of Contingency for City's Satisfaction with Due Diligence Investigations</u>. Section 1(B) of the Agreement is hereby deleted and the following is hereby inserted in its place:
  - Contingency for City's Satisfaction with Due Diligence Investigations. All reports and the like obtained by Developer from third parties and delivered to the City shall be recent (i.e., prepared or updated, as the case may be, within three (3) months preceding the date that the item is delivered to the City) and shall be prepared by properly licensed and qualified companies or individuals acceptable to the City. In addition to the above due diligence items, Developer and the City may conduct whatever additional investigations concerning the Project, the Phase IIA Project, and the Phase IIB Project as they deem necessary, including without limitation investigations into the feasibility and likelihood of Developer obtaining all building, zoning and other approvals from the Department of Buildings and Inspections, the City Planning Commission, and any other applicable City departments, agencies or boards. If, during or at the conclusion of the due diligence investigations, either party determines, in good faith and based upon its due diligence, that the Project, the Phase IIA Project, or the Phase IIB Project, as applicable (but not, for the avoidance of doubt, the North Sierra Project) is not feasible or desirable, or if Developer has been unable to obtain the items in Section 1(A) above or satisfy itself that it will obtain all permits or approvals for the Project, the Phase IIA Project, or the Phase IIB Project, as applicable (but not, for the avoidance of doubt, the North Sierra Project), approval of the Initial TIF Ordinance, the Second TIF Ordinance, or the Third TIF Ordinance, as applicable, or approval of plans or specifications for the Project, the Phase IIA Project, the Phase IIB Project, as applicable (but not, for the avoidance of doubt, the North Sierra Project), then,

notwithstanding anything in this Agreement to the contrary, such party may terminate this Agreement by giving the other party written notice thereof, whereupon this Agreement shall terminate and neither party shall thereafter have any rights or obligations hereunder; provided, for the avoidance of doubt, that Developer shall, if requested by the City in writing and accompanied by the City's agreement to pay the sum of \$212,621.87 for such reconveyance (representing Developer's unreimbursed out-of-pocket acquisition costs and expenses for the acquisition of such property), convey to the City the property at 5911-5913 Madison Road by limited warranty deed. Notwithstanding Section 9 hereof, unless otherwise directed by the DCED Director, Developer shall deliver all due diligence materials to be provided by Developer to the City under this Agreement to the DCED Director (for review by DCED and other City departments as deemed necessary or appropriate by DCED) and shall generally coordinate all aspects of the Project (as they relate to the City) through DCED. Upon the Third Closing, the termination rights of the parties under this paragraph 1(B) shall automatically terminate and cease.

- Note in the Agreement are hereby amended to include the Phase IIA Note and the Phase IIB Note and the term Phase II Note in the Second Amendment is hereby amended and restated to the Phase IIA Note and the Phase IIB Note. Notwithstanding anything to the contrary in the Agreement, the parties agree that references to the "Service Agreement" in the Agreement shall collectively refer to (i) a Service Agreement pertaining to the Project Property (other than 5900 Madison and the 5105 Whetsel Avenue Parking Property) pursuant to the Initial TIF Ordinance to be executed by Developer's Eligible Affiliate and assignee Madisonville Phase I LLC in substantially the form of Exhibit N (Form of Project Service Agreement) to the First Amendment, (ii) a Service Agreement pertaining to the Phase IIA Property pursuant to the Second TIF Ordinance to be executed by Developer's Eligible Affiliate and assignee Madisonville Phase II LLC in substantially the form of Exhibit N-1 (Form of Phase IIB Property in accordance with the Third TIF Ordinance to be executed by Developer's Eligible Affiliate and assignee Madisonville Phase III LLC in substantially the form of Exhibit N-2 (Form of Phase IIB Project Service Agreement) hereto. As of the Effective Date, the parties do not anticipate any tax increment financing related to the North Sierra Project.
- Participation of Port Authority. To facilitate the financing of a portion of the costs of the Phase IIB Project, the Port Authority may issue one or more series of bonds (the "Phase IIB Bonds") secured by a portion of the Service Payments actually received by the City pursuant to the Third TIF Ordinance and the applicable Service Agreement (all of such Service Payments, the "Phase IIB Service Payments") and, to the extent Phase IIB Service Payments are insufficient to pay principal, interest and administrative fees and expenses on the Phase IIB Bonds, minimum service payments (the "Phase IIB Minimum Service Payments"). The Phase IIB Project Service Agreement will memorialize the obligation to pay the Phase IIB Service Payments, and the Phase IIB Minimum Service Payments will be secured by a mortgage and declaration of covenants and restrictions made by the Phase IIB Developer on behalf of itself and future owners of the Phase IIB Property (the "Phase IIB Declaration"). The lien of the Phase IIB Declaration will be a first priority lien with priority over the liens of the Phase IIB Senior Mortgages (as hereinafter defined) as well as the City's Phase IIB Mortgage (defined herein). In addition to issuing the Phase IIB Bonds, the Port Authority will cooperate with the Phase IIB Developer or its designee to undertake a capital lease transaction pursuant to which the Port Authority will (i) enter into a ground lease for the Phase IIB Property with the Phase IIB Developer, (ii) enter into a project lease and construction manager at-risk agreement with the Phase IIB Developer pursuant to which the Phase IIB Developer will construct the Phase IIB Project on the Phase IIB Property, and (iii) issue one or more series of lease revenue bonds to finance a portion of the costs of the Phase IIB Project (collectively, the "Phase IIB Port Lease Bond Transaction"). The City hereby consents to the Phase IIB Port Lease Bond Transaction and acknowledges that the Phase IIB Port Lease Bond Transaction is not the transaction contemplated by Section 12(A)(i) of the Original Agreement and is not subject to the terms thereof, regardless of any of the provisions of the Agreement, as amended by this Amendment, to the contrary.
- 3. <u>INITIAL CLOSING, SECOND CLOSING, THIRD CLOSING AND OPTIONAL FOURTH CLOSING.</u> Notwithstanding anything to the contrary in Section 2 (*Closing*) of the Original Agreement and Section 3 of the First Amendment and the Second Amendment, the term "Closing" in the Agreement shall

refer (i) to the "Initial Closing" with respect to the Project to be developed upon the Project Property, (ii) to the "Second Closing" with respect to the Phase IIA Project to be developed upon the Phase IIA Property, (iii) to the "Third Closing" with respect to the Phase IIB Project to be developed upon the Phase IIB Property, and (iv) to the extent that the "Optional Fourth Closing" does occur with respect to the North Sierra Properties and the yet to be determined scope, if any, of the Phase IIB Project upon such Phase IIB Property, the term "Closing" shall refer to such Optional Third Closing, and shall proceed as follows:

(A) <u>Initial Closing and Second Closing</u>. As of the Effective Date, the Initial Closing and the Second Closing occurred in accordance with the terms and conditions in the Agreement.

## (B) Third Closing.

- (i) <u>Generally</u>. Provided that Developer has complied with all terms and conditions of the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, this Amendment and the other Project Documents and the Agreement has not been terminated in accordance with Section 1(B) of the Agreement, the closing of the transactions described in this Section 3(B) (the "**Third Closing**") shall take place on such date as the parties agree upon, provided that such date shall be no later than September 30, 2020 (the "**Third Closing Date**").
- (ii) <u>Contingencies</u>. The occurrence of the Third Closing is subject to (a) the parties' satisfaction with the various due diligence matters described in this Amendment, and the Agreement with respect to the Phase IIB Project and the Phase IIB Property and (b) the execution and delivery of the Phase IIA Note, the Phase IIB Completion Guaranty, the Phase IIB Note, a Mortgage applicable to the Phase IIB Property securing the Phase IIB Note, the City Phase IIB Quitclaim Deed (as defined below) to Phase IIB Developer with respect to the City Phase IIB Property, the Indemnity Agreement (except that if subsequent indemnity agreements would be required under the terms of the Agreement as a result of additional guarantor entities with respect to the financing of the Phase IIB Project, such additional agreements are not required to be executed prior to the Third Closing), in each case on or prior to the Third Closing Date.
- Third Closing Transactions. On the Third Closing Date, (a) the City shall convey all City Phase IIB Property that it owns to Phase IIB Developer by a Quitclaim Deed in the form required by the Agreement for \$0.00 (provided that since there is no Repurchase Property, the paragraph in the form deed relating to Repurchase Property shall be deleted), and (b) Phase IIB Developer shall execute and deliver a Mortgage securing the Phase IIB Note (the "City's Phase IIB Mortgage") with respect to all the Phase IIB Property it owns to the City. On or prior to the Third Closing Date, and notwithstanding anything to the contrary in the Agreement, Developer represents and warrants to the City that no mortgages or other security instruments with respect to the Phase IIB Property will be recorded prior to the City's Phase IIB Mortgage, including, the Phase IIB Declaration, any mortgage which may be required by the Port Authority pursuant to its involvement in this transaction with respect to the issuance of the Phase IIB Bonds to finance Phase IIB Project, any mortgage securing any loan funded through a new market tax credit structure, and the First Financial Bank's mortgage filed to secure First Financial Bank's financing for the Phase IIB Project. which mortgage shall also secure the repayment of the Port Authority's lease revenue bonds (collectively. the "Phase IIB Senior Mortgages"). To the extent the Third Closing Date occurs prior to the closing date for the senior financing and the Phase IIB Bonds (the "Phase IIB Senior Financing Closing Date"), on the Phase IIB Senior Financing Closing Date, the City agrees to enter into a subordination agreement subordinating the lien of the City's Phase IIB Mortgage to the liens of the Service Agreement, Phase IIB Declaration and the Phase IIB Senior Mortgages; provided however, if the Phase IIB Senior Financing Closing Date occurs simultaneously with the Third Closing Date, the City agrees to record the City's Phase IIB Mortgage on the Phase IIB Property subsequent to the Service Agreement, Phase IIB Declaration and the Phase IIB Senior Mortgages. Developer shall provide the City with the fully executed Phase I Note and the First Amendment to Mortgage (each as defined in the Second Amendment) no later than the Phase IIB Senior Financing Closing Date. On the Phase IIB Senior Financing Closing Date, the City will release all of its repurchase rights and interests in the instrument filed in OR 13547, Page 2242 et seq. in the Hamilton County, Ohio Records.

#### (C) Optional Fourth Closing.

- (i) <u>Generally.</u> Provided that Developer has complied with all terms and conditions of the Agreement, as amended hereby, and the other Project Documents, and specifically subject to the terms and conditions of Section 2(F) of the Agreement, as amended by this Amendment, the closing of the transactions described in this Section 3(C) (the "Optional Fourth Closing") shall take place no later than March 31, 2021 (the "Optional Fourth Closing Date"). It is the intention of the parties that all of the transactions contemplated by this Section 3(C) will occur on the same date in as immediate of a sequence as is possible on the Optional Fourth Closing Date. Should the Optional Fourth Closing not occur by the Optional Fourth Closing Date, the City shall thereafter no longer be obligated to convey the North Sierra Properties, or any portion thereof, to Developer. Additionally, to the extent that the Optional Fourth Closing does occur with respect to only a portion of the North Sierra Properties, the City shall thereafter no longer be obligated to convey the North Sierra Properties, or any portion thereof, to Developer.
- (ii) <u>Contingencies</u>. The occurrence of the Optional Fourth Closing is subject to (a) the parties' satisfaction with the various due diligence matters described in the Agreement, as amended hereby, with respect to the North Sierra Project and the North Sierra Properties, (b) the City's review and approval of detailed plans and specifications with respect to the North Sierra Project, and the parties' negotiation and execution of a binding written agreement or agreements, or Amendment or Addendum to the Agreement (with such terms and conditions as the City and Developer mutually agree) providing for the completion of the North Sierra Project, (c) the execution and delivery of the applicable Guaranty, and (d) the occurrence of Developer's closing with its Lender, on or prior to the Optional Fourth Closing Date, on financing that is sufficient to complete the North Sierra Project.
- (iii) Optional Fourth Closing Transactions. On the Optional Fourth Closing Date, the City shall convey all North Sierra Properties that it owns, or such portion thereof as negotiated with Developer and as to be include in the North Sierra Project, to Developer by a *Quitclaim Deed* in the form required by the Agreement for \$0.00.
- (D) <u>Closings Generally</u>. All terms and conditions of the Original Agreement, the First Amendment, the Second Amendment and the Third Amendment applicable to the Closing (including, without limitation, Developer's obligation to pay all closing costs) remain in full force and effect, except as expressly amended hereby or inconsistent with the provisions herein.
- 4. <u>DEVELOPER'S RIGHT TO SUBMIT DEVELOPMENT PROPOSAL FOR NORTH SIERRA</u>

  <u>PROJECT.</u> Section 2(F) of the Agreement is hereby amended and restated in its entirety as follows:
  - (F) <u>Developer's Right to Submit Phase IIB Project Proposal for Future Development of Phase IIB Property and North Sierra Project Proposal for Future Development on North Sierra Properties.</u>
  - (i) Developer has submitted a development proposal with respect to the Phase IIB Property that the City desires to accept and that the parties have memorialized in the Fourth Amendment. The Closing with respect to the Phase IIB Project will take place in accordance with the terms and conditions of this Agreement and the Fourth Amendment.
  - (ii) The parties acknowledge that Developer is also interested in acquiring and developing the North Sierra Properties. Provided that (a) the Third Closing occurs on or before September 30, 2020, (b) the Financial Closing occurs on or before the date that is 60 days after the Third Closing Date, and (c) Developer commences construction of the Phase IIB Project within thirty (30) days of the date of the Financial Closing (as evidenced by both (1) the City's Department of Buildings and Inspections issuing a cut and fill permit on or before such date for the entire Phase IIB Project, and (2) commencement of on-site construction of the Phase IIB Project and the related recordation of the applicable Notice of Commencement), for so long as Developer is not in default under this Agreement, the First Amendment, the Second Amendment, the Third Amendment, or the Fourth

Amendment, after the giving of any notice and the expiration of any cure period, the City agrees that, for a period starting on the date hereof and ending on March 31, 2021 (the "Option Period"), the City will not sell the North Sierra Properties to a third party and will entertain, in good faith, a development proposal from Developer. If, prior to March 1, 2021, Developer timely submits a detailed development proposal for the North Sierra Properties, or some portion thereof, to DCED which DCED determines to be feasible, including without limitation a Site Plan, Budget, Scope of Work, and evidence of financing, and such other materials as DCED may require (the "Development Proposal"), and DCED, in its sole discretion, approves of the same, the City agrees to sell the North Sierra Properties to Developer, for a purchase price of \$0.00. The closing on such North Sierra Properties shall take place in accordance with the terms described herein, and also in accordance with such terms described in a future agreement between the City and Developer memorializing the terms and conditions related to the North Sierra Project, no later than March 31, 2021. Should the Optional Fourth Closing not occur by the end of the Option Period, the City shall thereafter no longer be obligated to convey the North Sierra Properties, or any portion thereof, to Developer. Additionally, to the extent that the Optional Fourth Closing does occur prior to the end of the Option Period with respect to only a portion of the North Sierra Properties, the City shall thereafter no longer be obligated to convey the remainder of such North Sierra Properties, or any portion thereof, to Developer. At the Closing, the City shall convey title to the North Sierra Properties, or the relevant portion thereof, to Developer by recordable quit claim deed, which shall create necessary utility easements and address the other conditions of such sale, if any, as set forth in the applicable Coordinated Report. The Closing shall take place at City Hall. Developer shall pay all costs associated with the Closing, including without limitation all transfer and recording fees, settlement fees, and the cost of title work obtained by Developer. There shall be no proration of real estate taxes or any other prorations as of the date of Closing, and from and after the Closing, Developer shall be solely responsible for the payment of all real estate tax bills, utility bills and all other bills for operating costs associated with the North Sierra Properties that become due following the date of Closing, regardless of the period to which such bills relate. The City shall not be obligated to pay or incur any costs of any kind associated with the Closing. At the Closing, the parties shall execute a customary settlement statement and other customary closing documents; provided however that the City shall not be required to execute a title affidavit or the like. To the extent the terms of this clause and the terms of the Optional Fourth Closing are in conflict, the terms of this clause shall control.

- 5. <u>CITY'S FUNDING ASSISTANCE; CITY ASSISTANCE</u>. Section 6(B) of the Agreement is hereby replaced in its entirety with the following:
  - Grant of TIF District Funds for Right-of-Way Public Infrastructure Improvements. Provided that Developer is not in breach of any Project Document, the City shall provide a grant to Developer (the Phase I Grant, the Phase IIA Grant, the Phase IIB Grant (each as defined below) are collectively, the "Grant"; and, together with the Loan, collectively the "Funds"), up to (i) an amount of \$2,000,000 from the TIF District Fund (the "Phase I Grant"), on a reimbursement basis, concurrently with the construction of the Right-of-Way Public Infrastructure Improvements, with respect to hard costs and expenses actually incurred and paid by Developer in respect of the Right-of-Way Public Infrastructure Improvements, and only for such costs that are eligible for reimbursement pursuant to Ohio law, so long as the Closing with respect to the Project has occurred, (ii) an amount of \$500,000 from the TIF District Fund (the "Phase IIA Grant"), on a reimbursement basis, concurrently with the construction of the Phase IIA Right-of-Way Public Infrastructure Improvements, with respect to hard costs and expenses actually incurred and paid by Developer in respect of such Phase IIA Right-of-Way Public Infrastructure Improvements and only for such costs that are eligible for reimbursement pursuant to Ohio law, so long as the Closing with respect to the Phase IIA Project has occurred, and (iii) an amount of \$950,000 from the TIF District Fund (the "Phase IIB Grant"), on a reimbursement basis, concurrently with the construction of the Phase IIB Right-of-Way Public Infrastructure

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Improvements, with respect to costs and expenses as identified on <a href="Exhibit C-3"><u>Exhibit C-3</u></a> to the Fourth Amendment actually incurred and paid by Developer in respect of such Phase IIB Right-of-Way Public Infrastructure Improvements and only for such costs that are eligible for reimbursement pursuant to Ohio law, so long as the Closing with respect to the Phase IIB Project has occurred. The Phase I Grant, the Phase IIA Grant, and the Phase IIB Grant shall be disbursed in accordance with <a href="Exhibit G-2"><u>Exhibit G-2</u></a>. For the avoidance of doubt, if Developer is in breach of any of the Project Documents but cures such breach within any applicable cure periods, Developer shall be entitled to any disbursements of the Grant it would otherwise be entitled to hereunder following such cure.

- PREPARATION OF PLANS AND SPECIFICATIONS; OBTAINING AND APPROVING 6. CONSTRUCTION BIDS; CONSTRUCTION. It is understood and acknowledged that all deadlines applicable to the "Project" determined with reference to the "Closing" in Sections 3, 4 and 5 of the Original Agreement shall be deemed to apply to the Project, determined with respect to the Initial Closing, the Phase IIA Project, determined with respect to the Second Closing, the Phase IIB Project, determined with respect to the Third Closing, and the North Sierra Project, determined with respect to the Optional Fourth Closing. For example, Section 5's requirement that Developer commence construction of the Project within 3 months of the Closing Date shall be understood to mean that (i) Developer shall commence construction of the Project within 3 months following the Initial Closing Date (which has occurred), (ii) Developer shall commence construction of the Phase IIA Project within 3 months following the Second Closing Date (which has occurred), (iii) Developer shall commence construction of the Phase IIB Project within 3 months following the Third Closing Date, and so forth. Notwithstanding the foregoing, in order to exercise right to purchase the North Sierra Properties contemplated in Section 2(F) of the Agreement, as amended by this Amendment, Developer must commence construction on the Phase IIB Project in accordance with the terms of Section 2(F) of the Agreement, as amended by this Amendment. For the avoidance of doubt, the Phase IIA Right-of-Way Public Infrastructure Improvements and the Phase IIB Right-of-Way Public Infrastructure Improvements constitute "Right-of-Way Public Infrastructure Improvements" and "Public Infrastructure Improvements" for the purposes of the Agreement.
- 7. <u>LENDER</u>. For purposes of Section 12(A)(v)(a) and (b) of the Agreement, (i) the Port Authority and the trustee for the Phase IIB Bonds (the "Phase IIB Trustee") shall have all rights of a Lender thereunder with respect to the Phase IIB Declaration and (ii) First Financial Bank shall have all rights of Lender thereunder with respect to its mortgage related to the financing for the Phase IIB Project.
- PHASE IIB PROJECT TIF. During the thirty (30) year exemption period granted pursuant to the Third TIF Ordinance (the "Phase IIB Project TIF Exemption"), the City will assign up to seventy percent (70%) of the Phase IIB Service Payments it actually receives from the Hamilton County Treasurer to the Port Authority to secure the Phase IIB Bonds (such assigned amount representing the Service Payments paid by the owners of the Phase IIB Property net of auditor's fees, less (i) School Board compensation payments and (ii) City Retained Service Payments (defined below), the "Phase IIB Assigned Service Payments"). During the term of the Phase IIB Bonds, the City will transfer all or a portion of the Phase IIB Assigned Service Payments as Scheduled Transfer Amounts (defined below) semiannually to the Phase IIB Trustee in an amount equal to (i) the principal, interest and administrative fees and expenses on the Phase IIB Bonds and (ii) the amount, if any, necessary to replenish any debt service reserve fund created under the applicable indenture (together, items (i) and (ii) shall constitute "Phase IIB Scheduled Transfer Amounts"); provided that any Phase IIB Scheduled Transfer Amounts transferred to the Phase IIB Trustee and not used for the foregoing purposes shall be returned to the City and used by the City for any lawful purpose under the Ohio Revised Code; and provided further that, with respect to the total payments of Phase IIB Scheduled Transfer Amounts made by the City in any calendar year, the City shall in no event be required to transfer as Phase IIB Scheduled Transfer Amounts an amount greater than the aggregate amount of (i) Phase IIB Assigned Service Payments, and (ii) Phase IIB Minimum Service Payments received by the City, if any, in such calendar year. During the Phase IIB Project TIF Exemption, the City will retain 5% of the Phase IIB Service Payments (the "City Retained Service Payments"). The City will use such City Retained Service Payments to fund the ongoing maintenance and programming of the public plaza in the SE Block (the "Public Plaza") and intends to enter into a management agreement with a third-party non-profit, Developer, Phase IIB Developer, and Phase IIB Guarantor for the management and maintenance of the Public Plaza (the "Public Plaza Management Agreement"). The parties will execute the Public Plaza Management Agreement no later than March 1, 2022.

25% of the Phase IIB Service Payments shall be paid to the School Board. The City's funding commitment pursuant to this Section shall be subject to and contingent upon, without limitation, the execution and continued effectiveness of this Amendment, a Cooperative Agreement by and among the City, the Port Authority, and Phase IIB Developer or other affiliate of the Developer, and acknowledged by the Phase IIB Trustee (the "Phase IIB Cooperative Agreement"), and the applicable Service Agreement. To the extent the amount of Phase IIB Service Payments available to be transferred as Scheduled Transfer Amounts are insufficient to pay principal, interest and administrative fees and expenses on the Phase IIB Bonds, such shortfall shall be the sole responsibility of Developer, or Phase IIB Developer upon assignment to Phase IIB Developer. As between the City and Developer, and except for the City's agreement to assign the Phase IIB Service Payments to the Port Authority and the Phase IIB Grant, Developer, or Phase IIB Developer upon assignment to Phase IIB Developer, shall be solely responsible for all costs associated with the Phase IIB Project.

- 9. CHANGES TO CITY FUNDING. Other than as described in Sections 5 and 8 of this Amendment, nothing in this Amendment does, or is intended to, modify the financial support and other assistance the City is providing as described in Section 5 (City's Funding Commitment; Other City Assistance) of the Agreement. Prior to the Effective Date, the City passed the Third TIF Ordinance and intends to enter into, subject to the will and approval of City Council, a separate Service Agreement and Cooperative Agreement with respect to the Third TIF Ordinance so as to facilitate separate financing arrangements for the Phase IIB Project. The City and Developer acknowledge and agree, as of the Effective Date, the parties do not intend to pursue a tax increment financing exemption for the North Sierra Properties. The City acknowledges that Developer intends to undertake the Phase IIB Right-of-Way Public Infrastructure Improvements as a part of, and on the same timeline as, the Phase IIB Project, and the City is agreeable to the same. Nonetheless, consistent with Exhibit G-2 (Revised Disbursement of Funds) of the Agreement, the City shall not be obligated to release the retainage with respect to the Phase IIB Grant until the entire Phase IIB Project, including the Phase IIB Right-of-Way Public Infrastructure Improvements, are completed.
- PUBLIC PLAZA. As part of the Phase IIB Project, Developer, or upon the assignment contemplated hereunder, Phase IIB Developer, is constructing the Public Plaza. The Public Plaza will remain open to the public during the period of the Phase IIB Project TIF upon completion of its construction and the construction of the Phase IIB Project. The City's Deed for the conveyance of the Phase IIB Property will memorialize a permanent, non-exclusive easement for the general public's access to the Public Plaza and for the future manager pursuant to the Public Plaza Management Agreement to maintain and program the Public Plaza, in addition to any necessary Coordinated Report conditions (the "City Phase IIB Quitclaim Deed"). The form of the City Phase IIB Quitclaim Deed is attached hereto as Exhibit I-3 (Form of City Phase IIB Quitclaim Deed). Any reference to the City Deed shall be deemed to include a reference to the City Phase IIB Quitclaim Deed, as applicable. The City will contribute to Developer, Phase IIB Developer, and Phase IIB Guarantor, as applicable, the City Retained Service Payments prior to the execution of the Public Plaza Management Agreement, on a reimbursement basis following written request and invoices substantiating such costs. Following the execution of the Public Plaza Management Agreement, the City will provide the City Retained Service Payments in accordance with such Public Plaza Management Agreement. Until such time as the Public Plaza Management Agreement is executed, (i) Developer, Phase IIB Developer, and Phase IIB Guarantor are solely responsible for the maintenance and management of the Public Plaza in accordance with the terms of the Phase IIB Completion Guaranty and this Amendment, (ii) in the event that the maintenance costs related to the Public Plaza exceed the City Retained Service Payments, Developer, Phase IIB Developer and Phase IIB Guarantor are solely responsible for any such excess cost and the City will not provide any additional funding beyond the City Retained Service Payments for any costs, and (iii) no public events shall be held on the Public Plaza. Upon the execution of the Public Plaza Management Agreement, the Public Plaza Management Agreement constitutes a Project Document for the purposes of the Agreement. Developer and Phase IIB Developer, as applicable, each further acknowledges and agrees that the City's obligation to make any payment of Phase IIB Grant hereunder for the costs of the Public Plaza is conditional upon the legality of the same, and that the City shall be under no obligation to make payments of Phase IIB Grant in respect of the TIF District that are otherwise eligible to be reimbursed hereunder if the Public Plaza does not constitute "public infrastructure improvements" as defined in Ohio Revised Code § 5709.40. Phase IIB Developer is permitted to convey the Public Plaza to an Eligible Affiliate provided that (a) the City review and approve the form of deed to convey the Public Plaza to ensure it does not interfere with any of the City's rights pursuant to the City Phase

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IIB Quitclaim Deed and (ii) Phase IIB Developer assigns and the Eligible Affiliate assumes any and all rights and obligations of Phase IIB Developer to maintain and program the Public Plaza.

- NO CROSS DEFAULTS; TRANSFERS. (A) Notwithstanding anything to the contrary in the 11. Agreement, as amended hereby, (i) Phase I Developer shall only be responsible under the Agreement, as amended hereby, for the obligations pertaining to the Project and the Project Property and is in no event responsible for the Phase II Project or the Phase II Property, (ii) Phase IIA Developer shall only be responsible under the Agreement, as amended hereby, for the obligations pertaining to the Phase IIA Project and the Phase IIA Property and is in no event responsible for the Project, the Phase IIB Project, the North Sierra Project, the Project Property, the Phase IIB Property, or the North Sierra Properties, and (iii) after giving effect to the assignment contemplated hereunder. Developer shall only be responsible under the Agreement, as amended hereby, for the obligations pertaining to the Phase IIB Project and the Phase IIB Property and is in no event responsible for the Project, the Phase IIA Project, the Project Property or the Phase IIB Property. For the avoidance of doubt, (a) no event of default under the Agreement, as amended hereby, by Phase I Developer. Phase IIA Developer, Phase IIB Developer or Developer which relates to the Project, the Phase IIA Project or the Phase IIB Project, shall impact the rights and interests of the Companies with respect to the Project, the Phase IIA Project or the Phase IIB Project to which the event of default does not relate, and (b) to the extent that Developer in its capacity as Guarantor executes a guaranty with respect to the Project, the Phase IIA Project, and/or the Phase IIB Project, Developer is obligated with respect to the Project, the Phase IIA Project. and/or the Phase IIB Project only to the extent of the terms of the Initial Completion Guaranty, the Phase IIA Completion Guaranty, and the Phase IIB Completion Guaranty.
- (B) In the event the City consents to a transfer in accordance with Section 12(a)(iv) of the Original Agreement, the City will (i) take such steps as reasonably necessary to memorialize such consent and (ii) execute an estoppel certificate in form and substance acceptable to the City, Developer (or any of its Eligible Affiliates, as applicable) and the proposed transferee.
- 12. PREVAILING WAGE DETERMINATION. The prevailing wage determination attached as Addendum I to Exhibit M of the Agreement is hereby supplemented with the prevailing wage determination attached hereto with respect to the Phase IIB Project as Phase IIB Addendum I to Exhibit M (Phase IIB Project Prevailing Wage Determination).
- 13. ENTIRE AGREEMENT; INCONSISTENCIES. This Amendment, the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, and the other Project Documents contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof. In the event of any conflicts or inconsistencies between this Amendment and the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, or any other Project Document, the applicable terms and conditions of this Amendment shall control.
- 14. REPRESENTATIONS AND WARRANTIES. Each of Developer, Phase I Developer, Phase IIA Developer, and Phase IIB Developer hereby (i) represents and warrants to the City that no circumstance which would, through the passage of time, the provision of notice, or otherwise, constitute an event of default has occurred or is continuing under the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, or this Amendment, and (ii) remakes each and every representation and warranty to the City in the Original Agreement, the First Amendment, the Second Amendment, and the Third Amendment as of the Effective Date of this Amendment.
- 15. <u>REAFFIRMATION.</u> The Companies hereby expressly reaffirm all terms and conditions (except as amended by this Amendment) of the Original Agreement, the First Amendment, the Second Amendment, and the Third Amendment, which remain in full force and effect in all respects.
- 16. <u>WAIVER</u>. In consideration of the City's execution of this Amendment, the Companies hereby waive any and all defaults or failures on the part of the City to observe or perform the City's obligations under the Original Agreement, the First Amendment, the Second Amendment, or the Third

Amendment to the extent any such default or failure occurred on or prior to the Effective Date of this Amendment.

- 17. PARTIAL ASSIGNMENT. Without limiting the terms of Section 12(A)(iii) of the Agreement, the City acknowledges and consents to Developer assigning its rights and interests under the Agreement, as amended hereby relating to the Phase IIB Project, to the Phase IIB Developer, an Eligible Affiliate, pursuant to an assignment in the form of Schedule 12, attached hereto and made a part hereof. Additionally, without otherwise limiting the terms of Section 12(A)(iii) of the Agreement, for purposes of interpreting such section and for those purposes only, the term Closing as found in such section shall be interpreted to apply separately to each the Project, the Phase IIA Project, the Phase IIB Project, and the North Sierra Project such that Developer retains the same rights regarding assignment to an Eligible Affiliate, in accordance with the terms of the Agreement, as amended, and pursuant to Schedule 12 (Form of Phase IIB Assignment) attached hereto, prior to the Optional Fourth Closing on the North Sierra Property. The parties acknowledge that all rights, title, interests, obligations, and duties of Developer to the Project were assigned to Phase IIA Developer.
- **18. EXHIBITS**. The following exhibits are hereby incorporated by reference and made a part hereof:

Exhibit A-3 - Amended Site Plan – Breakdown of Project Property, Phase IIA Property, Phase IIB Property, and North Sierra Properties

Exhibit B-3 - Phase IIB Project Scope of Work - Phase IIB Right-of-Way Public Infrastructure Improvements; Private Improvements

Exhibit C-3 - Phase IIB Budget and Sources of Funds

Exhibit D-1 - Form of Phase IIB Completion Guaranty

Exhibit F-4 - Form of Phase IIA Amended and Restated Promissory Note

Exhibit F-5 - Form of Phase IIB Amended and Restated Promissory Note

Exhibit G-2 - Revised Disbursement of Funds

Exhibit I-3 - Form of City Phase IIB Quitclaim Deed

Phase IIB Addendum I to Exhibit M - Phase IIB Project Prevailing Wage Determination

Exhibit N-2 - Form of Phase IIB Project Service Agreement

Schedule 12 - Form of Phase IIB Assignment

[Signature Page Follows]

This Amendment is executed by the parties on the dates indicated below, to be effective as of the Effective Date.

ACKERMANN ENTERPRISES, INC.
By:
Printed name:
Title:
Date:, 2020
MADISONVILLE PHASE I LLC
Printed name:
Title:
Date:, 2020
MADISONVILLE PHASE II LLC
By:
By: Printed name:
Printed name:

# **CITY OF CINCINNATI**

By:
By: Paula Boggs Muething, Interim City Manager
Date:, 2020
Approved as to Form:
Assistant City Solicitor
Certified Date:
Fund/Code:
Amount:
By:
By: Karen Alder, City Finance Director

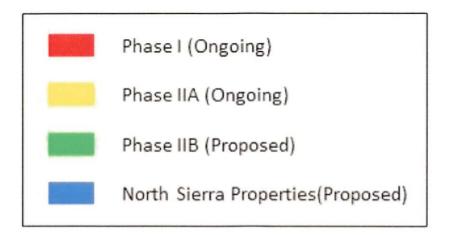
# Exhibit A-3

to

Fourth Amendment to Funding, Acquisition and Development Agreement

# Amended Site Plan – Breakdown of Project Property, Phase IIA Property, Phase IIB Property, and North Sierra Properties





#### Exhibit B-3

to

Fourth Amendment to Funding, Acquisition and Development Agreement

#### **Phase IIB Private Improvements**

The Private Improvements included in the Phase IIB Project will include the following:

#### Residential

- Approximately 92 Residential Apartments including a mix of Studio and One-Bedroom units
- Approximately 94 Car Surface Parking Lot
- 1,000 square feet Apartment Lobby

#### Commercial

 Approximately 18,900 leasable square feet of new construction commercial/office including tenant improvements

## Site Improvements

All site improvements beyond what may be funded by public TIF dollars

## Phase IIB Right-of-Way Public Infrastructure Improvements

Public streetscape improvements for the block area of Madison Road, Whetsel Avenue, Prentice Street & Ward Street including, but not limited to:

- Curbs and sidewalks, as necessary
- Storm drainage and other public utility improvements, as necessary
- Paving resurfacing, as necessary
- Street trees
- Street lighting, including decorative post lighting
- Site furnishings
- Public Plaza

The Phase IIB Right-of-Way Public Infrastructure Improvements do not include, as determined by the City in good faith, (i) any improvements unrelated to the right-of-way or the Public Plaza, (ii) any improvements that primarily benefit the Project Property, and (iii) any improvements that are ineligible for reimbursement pursuant to Ohio Revised Code Section 5709.40

Exhibit C-3

to

# Fourth Amendment to Funding, Acquisition and Development Agreement Phase IIB Budget and Sources of Funds

Funding Sources		
Sponsor Equity		3,500,000
OZ Fund Preferred Equity		1
Mortgage		12,800,000
District TIF (Public Improvements)		950,000
Federal NMTC Equity		2,589,600
State NMTC Equity		650,000
Project TIF		3,508,497
Gap Financing		31,997
Total Sources		24,030,095
Uses of Funds		
Land Acquisition		
Construction Costs		17,381,785
Public Use Costs		
Civil/Engineering	17,500	
Landscape Design	15,000	
Mobilization and General Condition	10,000	
Whetsel Plaza	235,719	
Electric - Plaza Lighting & Design	30,000	
Prentice Curb and Walk	60,000	
Prentice Angled Parking	88,000	
Ward Curb and Walk	90,000	
Ward Water Main	175,000	
Bond Cost	20,400	
<b>Erosion Control and Maintenance</b>	1,000	
Landscaping	15,000	
Permit & Fees Allowance	10,000	
Public FF&E	50,000	
Construction Fee - 6.56%	50,174	
Contingency - 10%	82,207	950,000
Development Soft Costs		5,698,310
Total Uses		24,030,095

# Exhibit D-1

to

Fourth Amendment to Funding, Acquisition and Development Agreement [TO BE ATTACHED TO EXECUTION VERSION]

#### Exhibit F-4

to

Fourth Amendment to Funding, Acquisition and Development Agreement

# Form of Phase IIA Amended and Restated Promissory Note

<b>\$</b> [187,502.78]	Date:,	2020
	(the "Effective	Date"
	Cincinnati	Ohio

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to the order of the CITY OF CINCINNATI, an Ohio municipal corporation, the address of which for purposes of this Note is 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202; Attention: Director, Department of Community and Economic Development (the "City"), the sum specified below together with interest thereon and upon the following terms and conditions. This Phase IIA Amended and Restated Promissory Note (this "Note") evidences Developer's obligation to repay the Loan, as defined in that certain Funding, Acquisition and Development Agreement entered into by and between the City and Borrower as of October 6, 2016, as amended (the "Development Agreement"). Capitalized terms used, but not defined, herein shall have the meanings ascribed thereto in the Development Agreement.

- 1. <u>Amount</u>. [The maximum principal amount of the Loan is One Hundred Eighty-Seven Thousand Five Hundred Two and 78/100 Dollars (\$187,502.78). The actual principal amount of the loan evidenced hereby shall equal the sum of \$182,500 representing the fair market value of the Phase IIA Property as of the date of the Original Note that the City has agreed to convey to Developer and \$5,002.78 representing a portion of the holding and legal costs related to the Phase IIA Property, pursuant to the terms of the Development Agreement (collectively, the "Principal Amount")].
- 2. <u>Interest Rate</u>. Interest shall accrue on the Principal Amount at a fixed rate of <u>1.50</u>% per annum. Interest on the Principal Amount shall commence on the date of disbursement.
- 3. <u>Payments: Late Charge: Maturity Date</u>. The Principal Amount, together with interest on the unpaid principal balance at the rate described above, compounded annually, shall be repayable as follows:
  - (i) Annual Payments; Sale Payment.
    - a. Beginning with the first April 1 following completion of construction (as evidenced by the issuance of a certificate of occupancy with respect to any portion of the Project) (the "Commencement Date"), and thereafter on each April 1 (or the first succeeding business day thereafter) through, and including, the Maturity Date (as defined below), Borrower shall make annual loan payments of principal and interest, in arrears, in amounts equal to the Annual Payment Amount (as defined below). To the extent the Annual Payment Amount for an applicable calendar year is less than the amount of interest accrued in such year, such accrued interest shall capitalize and be added to the Principal Amount. Any dispute regarding the calculation of the determination of the Annual Payment Amount or Sale Payment Amount (as defined below) in any given year shall be resolved by the written determination of the Director (as defined below), made in good faith, which determination shall be binding and conclusive unless it is determined by a binding, non-appealable adjudication by a court of law with subject matter jurisdiction that the Director's determination is manifestly contrary to the definitions contained in

- clause (ii) below. Subject to any limitations herein, the Director shall have full discretion to resolve any ambiguities with respect to clause (ii) below in favor of the City, and Borrower expressly waives any canons of contractual interpretation to the contrary.
- b. Concurrently with the closing of a sale of the Project Site (or the portion of the Project Site owned by Borrower and its affiliates), Borrower shall pay the Sale Payment Amount to the order of the City. Borrower shall provide at least 30 days' prior written notice before the closing of such a sale, together with any and all documentation required hereunder or the Development Agreement with respect to the determination of the Sale Payment Amount. Borrower shall promptly provide any additional documentation requested by the City in order to determine the Sale Payment Amount in accordance with clause (iv) below. Borrower acknowledges that the Development Agreement prohibits the sale of all or any portion of the Project Site owned by Borrower and its affiliates without the City's consent (provided in accordance with the Development Agreement).

#### (ii) <u>Definitions</u>. As used herein:

- a. "Annual Payment Amount" means (1) the amount by which Net Cash Flow in an applicable calendar year exceeds the amount of Net Cash Flow that would be necessary (if received on an annualized basis) to enable Developer, or its private equity investors, as applicable, to achieve a Cash on Cash Rate of Return of 12%, multiplied by (2) 25%. By way of example of this definition, the Net Cash Flow required to achieve a 12% Cash on Cash Rate of Return would be calculated by 0.12 (Cash on Cash Rate of Return) x \$3,599,035 (the Equity Contribution) or \$431,884.20. If the Net Cash Flow in Year 2 is \$450,000 then the Annual Payment Amount would be (\$450,000 \$431,884.20) x 25% or \$4,528.95.
- b. "Cash on Cash Rate of Return" shall mean the ratio of Net Cash Flow to the Equity Contributions expressed as a percentage.
- c. "Equity Contributions" shall mean the initial equity contribution related to the Phase IIA Project of \$3,599,035, and shall exclude any future equity contributions.
- d. "Equity Distributions" shall mean any and all equity distributions made as a result of or in connection with the Phase IIA Project, including, for the avoidance of doubt, any equity distributions made as a result of or in connection with any refinancing of the Phase IIA Project.
- e. "Internal Rate of Return" means, as of the date of any given repayment, the monthly compounded rate at which the present value of all Equity Contributions equals the present value of all Equity Distributions. Internal Rate of Return shall be calculated using the Microsoft Excel XIRR function (or if such program is no longer available, such other similar software program specified by the Director). Borrower shall provide the excel document used to calculate XIRR to the City for review.
- f. "Net Cash Flow" means (1) Net Operating Income in a calendar year, minus (2) any payments of principal and interest with respect to Borrower's construction loan facilities and bank lenders in such calendar year related to the Phase IIA Project.
- g. "Net Operating Income" means, for the applicable calendar year, collected Phase IIA Project revenue minus, in each case with respect to the Phase IIA Project, (1) reasonable and customary expenses relating to salaries, insurance, taxes (including Service Payments), utilities, management fees, administration,

marketing, contract services, repairs, maintenance expenses, replacement reserves (which shall equal a minimum of \$250 per apartment per year and \$0.50 per square foot of commercial/office space per year), capital expenses that exceed available replacement reserves (provided that Borrower may demonstrate annual contributions of at least the minimum amount referred to above to such reserves), and payments of the deferred developer fee included in the final budget for the Phase IIA Project, and (2) other expenses as may be deemed appropriately deducted as determined by the Director of DCED (the "Director") in his discretion, exercised in good faith.

- h. "Sale Payment Amount" means (1) the amount by which Sale Proceeds in an applicable calendar year exceeds the amount of Sale Proceeds that would be necessary to enable Developer, or its private equity investors, as applicable, to achieve an Internal Rate of Return of 20%, multiplied by (2) 25%. By way of example of this definition, the Sale Payment Amount required to achieve a 20% Internal Rate of Return would be calculated by setting up an excel sheet where the Equity Contributions are expressed as a negative number in year 0 and all of the Net Cash Flows (less any Annual Payment Amounts) derived by the Developer and any Sale Proceeds previously received by Developer from a partial sale of the Project Site are listed as positive numbers in subsequent years along with the Sale Proceeds in the year in which the Project Site or a portion thereof is sold.
- i. "Sale Proceeds" means the purchase price and any other consideration paid by or on behalf of a purchaser in connection with a sale of all or any portion of the Project Site, less the reasonable, documented expenses of such a sale.
- (iii) <u>Late Charges</u>. A late payment fee equal to five percent (5%) of the annual loan payment, or \$2,500, whichever is greater, shall be due if a required annual payment and corresponding Annual Report (as defined in the Development Agreement) are not received on the due date. If any amount remains unpaid for longer than thirty (30) days past the due date, interest shall accrue on such past due amount at a default rate of 12% per annum. Time is of the essence.
- (iv) <u>Documentation</u>. In addition to the Annual Report described in the Development Agreement, Borrower shall submit such information and documentation as is requested by the City in order to determine the Annual Payment Amount or Sale Payment Amount (including, without limitation, any information and documentation sufficient to calculate Net Operating Income, Net Cash Flow, Sale Proceeds, Internal Rate of Return, and Cash on Cash Rate of Return).
- (v) Forgiveness Prior to Maturity Date. If a sale of the entire (or entire remainder of the) Project Site owned by Borrower or its affiliates (it being understood that the Madison Center Facility is not owned by Borrower or its affiliates for the purposes of this sentence) occurs following Closing, and if Borrower pays to the City the Sale Payment Amount upon the closing of such sale, then any and all outstanding principal and interest hereunder (the "Remaining P&I Obligations") shall be forgiven effective as of the time of the City's receipt of the Sale Payment Amount; provided, however, that to the extent any fees owed to the City under this Note or any other Project Document remain outstanding, such fees shall not be forgiven and shall be immediately due and payable as of the closing of such sale. For the avoidance of doubt, a partial sale of the Project Site will not trigger forgiveness prior to the Maturity Date.
- (vi) <u>Maturity Date; Forgiveness.</u> The Remaining P&I Obligations, together with any outstanding fees, shall be due and payable on the 30<sup>th</sup> anniversary of the Commencement Date (or the next succeeding business day) (the "**Maturity Date**"); *provided, however* that the Remaining P&I Obligations shall not be due and payable and shall instead be forgiven on

the Maturity Date if, and only if, (a) Borrower has promptly and fully made all payments hereunder which were due and owing prior to the Maturity Date (or has remedied any such failures to the satisfaction of the City prior to the Maturity Date in accordance with the Project Documents) and (b) is not otherwise in default under the Development Agreement or any other Project Document. Notwithstanding the foregoing, to the extent any fees remain outstanding, such fees shall not be forgiven even if the Remaining P&I Obligations are forgiven, and any outstanding fees shall be immediately due and payable as of the Maturity Date.

- 4. <u>Due on Transfer or Sale</u>. Notwithstanding the Maturity Date, the remaining principal balance and all accrued but unpaid interest shall become due and payable upon written notice by the City upon Borrower's sale or other transfer of the Project Site or any portion thereof if such sale or transfer occurs prior to the Maturity Date and without the City's consent (as described in Section 12(A)(iv) of the Development Agreement).
- 5. <u>Place of Payment</u>. Payments shall be made to the City at the address set forth in the introductory paragraph of this Note or such other place as the Note holder may designate in writing from time to time. Borrower acknowledges that the City may designate a third party to service the loan.
- 6. <u>Prepayment</u>. Prepayment of the principal due under this Note may be made in whole or in part at any time without premium or penalty. Any such prepayments shall be applied first to late charges, if any, then to accrued interest then due and owing, and then to principal. The making of a prepayment shall not operate to satisfy or waive Borrower's obligation to make annual payments for any particular year under Section 3(i) hereof (including, without limitation, the obligation to make an annual payment with respect to the year in which a prepayment is made).
- 7. <u>Default</u>. Upon any default in the payment of any installment of interest, principal or any other sum when due under this Note after written notice by the City to Borrower and failure to cure by Borrower within 5 days thereafter, the entire principal sum hereof and accrued but unpaid interest hereon may, at the sole option of the holder hereof, be declared to be immediately due and payable, time being of the essence. Failure of the holder hereof to exercise this option in the event of default shall not constitute a waiver of the right of the holder to exercise the same in the event of a subsequent default.
- 8. General Provisions. This Note and any other Project Documents constitute the entire agreement of the parties with respect to the matters described herein and supersede any and all prior communications and agreements between the parties. This Note may be amended only by a written amendment signed by Borrower and the Note holder. This Note shall be governed by the laws of the City of Cincinnati and the State of Ohio. This Note shall be binding upon Borrower and its successors and assigns. If any provision of this Note is determined to be in violation of any applicable local, state or federal law, such provision shall be severed from this Note and the remainder of this Note shall remain in full force and effect. All notices given under this Note shall be sent by regular or certified U.S. mail to Borrower at its address set forth below and to the Note holder at the address where loan payments are made. Any action or proceeding arising under this Note shall be brought only in the Hamilton County Court of Common Pleas. Presentment, notice of dishonor, protest and notice of protest are hereby waived.
- 9. Amendment and Restatement. The Promissory Note made by Madisonville Phase I LLC ("Original Borrower") payable to the City in the original principal amount of \$3,773,000 (the "Original Note") and the debt thereunder was (i) split into two separate loans, one is in the original principal amount of \$1,343,350.66 evidenced by that certain Phase II Amended and Restated Promissory Note dated October 3, 2019 made by Borrower (the "Phase II Note") and one is in the original principal amount of \$2,429,649.34 evidenced by that certain Amended and Restated Promissory Note made by Original Borrower payable to the City, and (ii) the portion of the Original Note and the Phase II Note attributable to the Phase IIA Project is amended and restated by this Note. The debt evidenced by the Original Note and the Phase II Note and not previously forgiven by the City is continuing

indebtedness and nothing contained herein shall be deemed to constitute payment, settlement or a novation of the Original Note or the Phase II Note.

10. Security. This Note is secured by the following (check all that apply):

 Mortgage on the Phase IIA Property.

 Security interest in all business assets/other collateral as described in a certain Security Agreement & UCC-1 Financing Statements

 Guaranty

The officer or representative of Borrower subscribing below represents that (s)he has full power, authority and legal right to execute and deliver this Note and that the debt hereunder constitutes a valid and binding obligation of Borrower.

[Signature Page Follows]

Executed by the undersigned on the date first above written.

# Madisonville Phase II LLC, an Ohio limited liability company

By:
Printed Name:
Title:
Borrower's Mailing Address: 4030 Smith Road, Suite 130 Cincinnati, Ohio 45209
Contact No.:
Approved as to Form:
Assistant City Solicitor

#### Exhibit F-5

to

Fourth Amendment to Funding, Acquisition and Development Agreement

#### Form of Phase IIB Amended and Restated Promissory Note

\$[1,155,847.88 <u>]</u>	Date:, 20	)20
	(the " <b>Effective Da</b>	te")
	Cincinnati. C	)hio

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to the order of the CITY OF CINCINNATI, an Ohio municipal corporation, the address of which for purposes of this Note is 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202; Attention: Director, Department of Community and Economic Development (the "City"), the sum specified below together with interest thereon and upon the following terms and conditions. This Phase IIB Amended and Restated Promissory Note (this "Note") evidences Developer's obligation to repay the Loan, as defined in that certain Funding, Acquisition and Development Agreement entered into by and between the City and Borrower as of October 6, 2016, as amended (the "Development Agreement"). Capitalized terms used, but not defined, herein shall have the meanings ascribed thereto in the Development Agreement.

- 1. Amount. [The maximum principal amount of the Loan is One Million One Hundred Fifty-Five Thousand Eight Hundred Forty-Seven and 88/100 Dollars (\$1,155,847.88). The actual principal amount of the loan evidenced hereby shall equal the sum of (i) the amount disbursed to Developer in connection with the Phase IIB Project as a Loan pursuant to the Development Agreement, the maximum amount of which is \$789,347.88, and (ii) \$366,500.00, representing the fair market value of the Phase IIB Property and the North Sierra Properties as of the date of the Original Note (as defined below) that the City has agreed to convey to Developer, pursuant to the terms of the Development Agreement (collectively, the "Principal Amount").]
- 2. <u>Interest Rate</u>. Interest shall accrue on the Principal Amount at a fixed rate of <u>1.50</u>% per annum. Interest on the Principal Amount shall commence on the date of disbursement.
- 3. <u>Payments; Late Charge; Maturity Date</u>. The Principal Amount, together with interest on the unpaid principal balance at the rate described above, compounded annually, shall be repayable as follows:
  - (i) Annual Payments; Sale Payment.
    - a. Beginning with the first April 1 following completion of construction (as evidenced by the issuance of a certificate of occupancy with respect to any portion of the Phase IIB Project) (the "Commencement Date"), and thereafter on each April 1 (or the first succeeding business day thereafter) through, and including, the Maturity Date (as defined below), Borrower shall make annual loan payments of principal and interest, in arrears, in amounts equal to the Annual Payment Amount (as defined below). To the extent the Annual Payment Amount for an applicable calendar year is less than the amount of interest accrued in such year, such accrued interest shall capitalize and be added to the Principal Amount. Any dispute regarding the calculation of the determination of the Annual Payment Amount or Sale Payment Amount (as defined below) in any given year shall be resolved by the written determination of the Director (as defined below), made in good faith, which determination shall be binding and conclusive unless it is determined by a binding, non-appealable adjudication by a court of law with subject matter

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jurisdiction that the Director's determination is manifestly contrary to the definitions contained in clause (ii) below. Subject to any limitations herein, the Director shall have full discretion to resolve any ambiguities with respect to clause (ii) below in favor of the City, and Borrower expressly waives any canons of contractual interpretation to the contrary.

- b. Concurrently with the closing of a sale of the Project Site (or the portion of the Project Site owned by Borrower and its affiliates), Borrower shall pay the Sale Payment Amount to the order of the City. Borrower shall provide at least 30 days' prior written notice before the closing of such a sale, together with any and all documentation required hereunder or the Development Agreement with respect to the determination of the Sale Payment Amount. Borrower shall promptly provide any additional documentation requested by the City in order to determine the Sale Payment Amount in accordance with clause (iv) below. Borrower acknowledges that the Development Agreement prohibits the sale of all or any portion of the Project Site owned by Borrower and its affiliates without the City's consent (provided in accordance with the Development Agreement).
- c. Notwithstanding the foregoing or anything else herein to the contrary, in the event Borrower is obligated to make payment hereunder in an amount equal to the Annual Payment Amount on or after the Repurchase Closing (as defined in the Development Agreement), Borrower shall be entitled to offset against any such amounts due hereunder from time to time in an amount up to an amount equal to the Repurchase Property Price owed by the City to Borrower (as defined in the Development Agreement) until the aggregate amount offset hereunder is equal to such Repurchase Property Price.

#### (ii) Definitions. As used herein:

- a. "Annual Payment Amount" means (1) the amount by which Net Cash Flow in an applicable calendar year exceeds the amount of Net Cash Flow that would be necessary (if received on an annualized basis) to enable Developer, or its private equity investors, as applicable, to achieve a Cash on Cash Rate of Return of 12%, multiplied by (2) 25%. By way of example of this definition, the Net Cash Flow required to achieve a 12% Cash on Cash Rate of Return would be calculated by 0.12 (Cash on Cash Rate of Return) x \$3,500,000 (the Equity Contribution) or \$420,000. If the Net Cash Flow in Year 2 is \$450,000 then the Annual Payment Amount would be (\$450,000 \$420,000) x 25% or \$7,500.
- b. "Cash on Cash Rate of Return" shall mean the ratio of Net Cash Flow to the Equity Contributions expressed as a percentage.
- c. "Equity Contributions" shall mean the initial equity contribution related to the Phase IIB Project of \$3,500,000, and shall exclude any future equity contributions.
- d. "Equity Distributions" shall mean any and all equity distributions made as a result of or in connection with the Phase IIB Project, including, for the avoidance of doubt, any equity distributions made as a result of or in connection with any refinancing of the Phase IIB Project.
- e. "Internal Rate of Return" means, as of the date of any given repayment, the monthly compounded rate at which the present value of all Equity Contributions equals the present value of all Equity Distributions. Internal Rate of Return shall be calculated using the Microsoft Excel XIRR function (or if such program is no

longer available, such other similar software program specified by the Director). Borrower shall provide the excel document used to calculate XIRR to the City for review.

- f. "Net Cash Flow" means (1) Net Operating Income in a calendar year, minus (2) any payments of principal and interest with respect to Borrower's construction loan facilities New Market Tax Credit Lenders and bank lenders in such calendar year related to the Phase IIB Project.
- g. "Net Operating Income" means, for the applicable calendar year, collected Phase IIB Project revenue minus, in each case with respect to the Phase IIB Project, (1) reasonable and customary expenses relating to salaries, insurance, taxes (including Service Payments), utilities, management fees, administration, marketing, contract services, repairs, maintenance expenses, replacement reserves (which shall equal a minimum of \$250 per apartment per year and \$0.50 per square foot of commercial/office space per year), capital expenses that exceed available replacement reserves (provided that Borrower may demonstrate annual contributions of at least the minimum amount referred to above to such reserves), and payments of the deferred developer fee included in the final budget for the Phase IIB Project, and (2) other expenses as may be deemed appropriately deducted as determined by the Director of DCED (the "Director") in his discretion, exercised in good faith.
- h. "Sale Payment Amount" means (1) the amount by which Sale Proceeds in an applicable calendar year exceeds the amount of Sale Proceeds that would be necessary to enable Developer, or its private equity investors, as applicable, to achieve an Internal Rate of Return of 20%, multiplied by (2) 25%. By way of example of this definition, the Sale Payment Amount required to achieve a 20% Internal Rate of Return would be calculated by setting up an excel sheet where the Equity Contributions are expressed as a negative number in year 0 and all of the Net Cash Flows (less any Annual Payment Amounts) derived by the Developer and any Sale Proceeds previously received by Developer from a partial sale of the Project Site are listed as positive numbers in subsequent years along with the Sale Proceeds in the year in which the Project Site or a portion thereof is sold.
- i. "Sale Proceeds" means the purchase price and any other consideration paid by or on behalf of a purchaser in connection with a sale of all or any portion of the Project Site, less the reasonable, documented expenses of such a sale.
- (iii) <u>Late Charges</u>. A late payment fee equal to five percent (5%) of the annual loan payment, or \$2,500, whichever is greater, shall be due if a required annual payment and corresponding Annual Report (as defined in the Development Agreement) are not received on the due date. If any amount remains unpaid for longer than thirty (30) days past the due date, interest shall accrue on such past due amount at a default rate of 12% per annum. Time is of the essence.

- (iv) <u>Documentation</u>. In addition to the Annual Report described in the Development Agreement, Borrower shall submit such information and documentation as is requested by the City in order to determine the Annual Payment Amount or Sale Payment Amount (including, without limitation, any information and documentation sufficient to calculate Net Operating Income, Net Cash Flow, Sale Proceeds, Internal Rate of Return, and Cash on Cash Rate of Return).
- (v) Forgiveness Prior to Maturity Date. If a sale of the entire (or entire remainder of the) Project Site owned by Borrower or its affiliates (it being understood that the Madison Center Facility is not owned by Borrower or its affiliates for the purposes of this sentence) occurs following Closing, and if Borrower pays to the City the Sale Payment Amount upon the closing of such sale, then any and all outstanding principal and interest hereunder (the "Remaining P&I Obligations") shall be forgiven effective as of the time of the City's receipt of the Sale Payment Amount; provided, however, that to the extent any fees owed to the City under this Note or any other Project Document remain outstanding, such fees shall not be forgiven and shall be immediately due and payable as of the closing of such sale. For the avoidance of doubt, a partial sale of the Project Site will not trigger forgiveness prior to the Maturity Date.
- (vi) Maturity Date; Forgiveness. The Remaining P&I Obligations, together with any outstanding fees, shall be due and payable on the 30th anniversary of the Commencement Date (or the next succeeding business day) (the "Maturity Date"); provided, however that the Remaining P&I Obligations shall not be due and payable and shall instead be forgiven on the Maturity Date if, and only if, (a) Borrower has promptly and fully made all payments hereunder which were due and owing prior to the Maturity Date (or has remedied any such failures to the satisfaction of the City prior to the Maturity Date in accordance with the Project Documents) and (b) is not otherwise in default under the Development Agreement or any other Project Document. Notwithstanding the foregoing, to the extent any fees remain outstanding, such fees shall not be forgiven even if the Remaining P&I Obligations are forgiven, and any outstanding fees shall be immediately due and payable as of the Maturity Date.
- 4. <u>Due on Transfer or Sale</u>. Notwithstanding the Maturity Date, the remaining principal balance and all accrued but unpaid interest shall become due and payable upon written notice by the City upon Borrower's sale or other transfer of the Project Site or any portion thereof if such sale or transfer occurs prior to the Maturity Date and without the City's consent (as described in Section 12(A)(iv) of the Development Agreement).
- 5. <u>Place of Payment</u>. Payments shall be made to the City at the address set forth in the introductory paragraph of this Note or such other place as the Note holder may designate in writing from time to time. Borrower acknowledges that the City may designate a third party to service the loan.
- 6. <u>Prepayment</u>. Prepayment of the principal due under this Note may be made in whole or in part at any time without premium or penalty. Any such prepayments shall be applied first to late charges, if any, then to accrued interest then due and owing, and then to principal. The making of a prepayment shall not operate to satisfy or waive Borrower's obligation to make annual payments for any particular year under Section 3(i) hereof (including, without limitation, the obligation to make an annual payment with respect to the year in which a prepayment is made).
- 7. <u>Default</u>. Upon any default in the payment of any installment of interest, principal or any other sum when due under this Note after written notice by the City to Borrower and failure to cure by Borrower within 5 days thereafter, the entire principal sum hereof and accrued but unpaid interest hereon may, at the sole option of the holder hereof, be declared to be immediately due and payable, time being of the essence. Failure of the holder hereof to exercise this option in the event of default

shall not constitute a waiver of the right of the holder to exercise the same in the event of a subsequent default.

- 8. General Provisions. This Note and any other Project Documents constitute the entire agreement of the parties with respect to the matters described herein and supersede any and all prior communications and agreements between the parties. This Note may be amended only by a written amendment signed by Borrower and the Note holder. This Note shall be governed by the laws of the City of Cincinnati and the State of Ohio. This Note shall be binding upon Borrower and its successors and assigns. If any provision of this Note is determined to be in violation of any applicable local, state or federal law, such provision shall be severed from this Note and the remainder of this Note shall remain in full force and effect. All notices given under this Note shall be sent by regular or certified U.S. mail to Borrower at its address set forth below and to the Note holder at the address where loan payments are made. Any action or proceeding arising under this Note shall be brought only in the Hamilton County Court of Common Pleas. Presentment, notice of dishonor, protest and notice of protest are hereby waived.
- 9. [Reduction of the Principal Amount Pursuant to some or all of the North Sierra Properties not being Acquired by Borrower per the Development Agreement. As defined above, the Principal Amount of the Loan is One Million One Hundred Fifty-Five Thousand Eight Hundred Forty-Seven and 88/100 Dollars (\$1,155,847.88), consisting of (i) the amount disbursed to Developer as a Loan pursuant to the Development Agreement, the maximum amount of which is \$789,347.88, and (ii) \$366,500, representing the fair market value of the Phase IIB Property and the North Sierra Properties as of the date of the Original Note that the City has agreed to convey to Developer, pursuant to the terms of the Development Agreement. Given that Developer may not, pursuant to the terms of the Development Agreement, ultimately acquire the North Sierra Properties, which at the time of the Original Note (as defined below) had a fair market value of \$77,500, or some portion thereof, the Principal Amount shall be reduced in such event, and at such time as the disposition of the North Sierra Properties becomes final under the Development Agreement, and the same shall be memorialized pursuant to an Amendment to this Note.]
- 10. Amendment and Restatement. The Promissory Note made by Madisonville Phase I LLC ("Original Borrower") payable to the City in the original principal amount of \$3,773,000 (the "Original Note") and the debt thereunder was (i) split into two separate loans, one is in the original principal amount of \$1,343,350.66 evidenced by that certain Phase II Amended and Restated Promissory Note dated October 3, 2019 made by Borrower (the "Phase II Note") and one is in the original principal amount of \$2,429,649.34 evidenced by that certain Amended and Restated Promissory Note made by Original Borrower payable to the City, and (ii) the portion of the Original Note and the Phase II Note attributable to the Phase IIB Project is amended and restated by this Note. The debt evidenced by the Original Note and the Phase II Note and not previously forgiven by the City is continuing indebtedness and nothing contained herein shall be deemed to constitute payment, settlement or a novation of the Original Note or the Phase II Note.

1. <u>Security</u> . This Note is secured by the following (check all that apply):					
	$\boxtimes$	Mortgage on Borrower's real property located at Phase IIB Property.			
		Security interest in all business assets/other collateral as described in a certain Security Agreement & UCC-1 Financing Statements			
		Guaranty			

The officer or representative of Borrower subscribing below represents that (s)he has full power, authority and legal right to execute and deliver this Note and that the debt hereunder constitutes a valid and binding obligation of Borrower.

[Signature Page Follows]

Executed by the undersigned on the date first above written.

Madisonville Phase III LLC, an Ohio limited liability company			
Ву:			
Printed Name:			
Title:			
Borrower's Mailing Address:			
4030 Smith Road, Suite 130 Cincinnati, Ohio 45209			
Contact No.:			
Approved as to Form:			
Assistant City Solicitor			

#### Exhibit G-2

to

Fourth Amendment to Funding, Acquisition and Development Agreement

#### **Revised Disbursement of Funds**

- (A) <u>Conditions to be Satisfied Prior to Disbursement of Phase I Grant and Loan</u>. The City shall be under no obligation to disburse the Phase I Grant and the Loan (collectively, the "**Phase I Funds**") until the following conditions are satisfied:
  - (i) Developer shall have executed and delivered the Phase I Note (as defined in the Second Amendment) to the City;
  - (ii) Developer shall have provided the City with evidence of insurance required for the Project under this Agreement;
  - (iii) Developer shall have provided the City with evidence that it has obtained all licenses, permits, governmental approvals and the like necessary for the construction work for the Project;
  - (iv) If reimbursement is being sought for construction, remodeling, or demolition, then such construction, remodeling or demolition shall have commenced and be proceeding in accordance with the City-approved plans and specifications, budget, and construction schedule;
  - (v) Developer shall have delivered any required bonds for the Project under this Agreement to the City;
  - (vi) Developer shall have provided the City with such other documents, reports and information relating to the Project as the City may reasonably request; and
    - (vii) Developer shall not be in default under this Agreement.
- (B) <u>Conditions to be Satisfied Prior to Disbursement of Phase IIA Grant</u>. The City shall be under no obligation to disburse the Phase IIA Grant until the following conditions are satisfied:
  - (i) Developer shall have executed and delivered the Phase IIA Note (as defined in the Fourth Amendment) to the City;
  - (ii) Developer shall have provided the City with evidence of insurance required for the Phase IIA Project under this Agreement;
  - (iii) Developer shall have provided the City with evidence that it has obtained all licenses, permits, governmental approvals and the like necessary for the construction work for the Phase IIA Project:
  - (iv) If reimbursement is being sought for construction, remodeling, or demolition, then such construction, remodeling or demolition shall have commenced and be proceeding in accordance with the City-approved plans and specifications, budget, and construction schedule;
  - (v) Developer shall have delivered any required bonds for the Phase IIA Project under this Agreement to the City;

- (vi) Developer shall have provided the City with such other documents, reports and information relating to the Phase IIA Project as the City may reasonably request; and
  - (viii) Developer shall not be in default under this Agreement.
- (C) <u>Conditions to be Satisfied Prior to Disbursement of Phase IIB Grant</u>. The City shall be under no obligation to disburse the Phase IIB Grant until the following conditions are satisfied:
  - (i) Developer shall have executed and delivered the Phase IIB Note (as defined in the Fourth Amendment) to the City;
  - (ii) Developer shall have provided the City with evidence of insurance required for the Phase IIB Project under this Agreement;
  - (iii) Developer shall have provided the City with evidence that it has obtained all licenses, permits, governmental approvals and the like necessary for the construction work for the Phase IIB Project;
  - (iv) If reimbursement is being sought for construction, remodeling, or demolition, then such construction, remodeling or demolition shall have commenced and be proceeding in accordance with the City-approved plans and specifications, budget, and construction schedule;
  - (v) Developer shall have delivered any required bonds for the Phase IIB Project under this Agreement to the City;
  - (vi) Developer shall have provided the City with such other documents, reports and information relating to the Phase IIB Project as the City may reasonably request; and
    - (vii) Developer shall not be in default under this Agreement.
- Disbursement of Funds. Provided all of the requirements for disbursement of the Funds shall have been satisfied, the City shall disburse the Funds to Developer. The City shall disburse the Funds on a reimbursement basis and pro-rata with all other construction loan funds being utilized by Developer for the Project, the Phase IIA Project, or the Phase IIB Project, as applicable (i.e., the City's Funds shall not be first in; provided that the City acknowledges that the Funds may be first in with respect to reimbursement of construction of certain of the Public Infrastructure Improvements and pre-Closing acquisition and demolition on the Developer Option Properties, with respect to which there may be no sources of reimbursement for such expenses other than the City). Developer shall not be entitled to a disbursement of Funds to pay for costs incurred prior to the Effective Date. Developer shall request the Phase I Funds and shall use the Phase I Funds solely to pay for the following uses and for no other purpose: (i) construction of the applicable Public Infrastructure Improvements, (ii) acquisition of Developer Option Properties, and (iii) demolition on Developer Option Properties, in each case as described in this Agreement. Developer shall request the Phase IIA Grant and shall use the Phase IIA Grant solely to pay for the Phase IIA Rightof-Way Public Infrastructure Improvements. Developer shall request the Phase IIB Grant and shall use the Phase IIB Grant solely to pay for the Phase IIB Right-of-Way Public Infrastructure Improvements. Nothing in this Agreement shall permit, or shall be construed to permit, the expenditure of Funds for the acquisition of supplies or inventory, or for the purpose of purchasing materials not used in the construction, or for establishing a working capital fund, or for any other purpose expressly disapproved by the City. Developer shall not request a disbursement of Funds for any expenditure that is not itemized on or contemplated by the approved budget or if the costs for which the disbursement is being requested exceeds the applicable line item in the budget; however, such entity may request, in writing, that funds be transferred between line items, with the City's approval thereof not to be unreasonably withheld. Disbursements shall be limited to an amount equal to the actual cost of the work, materials and labor incorporated in the work up to the amount of such items as set forth in Developer's request for payment. Anything contained in this Agreement to the contrary notwithstanding, the City shall not be obligated to make or authorize any disbursements from the project account if the City determines, in its reasonable discretion, that the amounts remaining

from all funding sources with respect to the Project, the Phase IIA Project, or the Phase IIB Project, as applicable, are not sufficient to pay for all the costs to complete construction. Developer acknowledges that the obligation of the City to disburse the Funds to such entities for construction shall be limited to the Funds to be made available by the City under this Agreement. Developer shall provide all additional funds from other resources to complete the Project, the Phase IIA Project, and the Phase IIB Project. Notwithstanding anything in this Agreement to the contrary, the City's obligation to make the Funds available to Developer, to the extent such Funds have not been disbursed, shall terminate (i) with respect to the Project and the Phase I Funds, on September 30, 2020, and (ii) with respect to the Phase IIA Project and the Phase IIB Project, ninety (90) days following completion of construction of (x) the Phase IIA Project with respect to the Phase IIB Grant.

#### (E) <u>Draw Procedure</u>

- (i) <u>Frequency</u>. Developer may make disbursement requests no more frequently than once in any thirty (30) day period.
- (ii) <u>Documentation</u>. Each disbursement request shall include the following: For construction costs shown on the approved budget, Developer shall submit a draw request form provided by the City, with the following attachments: (a) an AIA G-702-703 Form (AIA) or such other similar form acceptable to the City, (b) sworn affidavits and/or unconditional lien waivers (together with invoices, contracts, or other supporting data) from all contractors, subcontractors and materialmen covering all work, labor and materials for the work through the date of the disbursement and establishing that all such work, labor and materials have been paid for in full, (c) waivers or disclaimers from suppliers of fixtures or equipment who may claim a security interest therein, and (d) such other documentation or information requested by the City that a prudent construction lender might request. All affidavits and lien waivers shall be signed, fully-executed originals.
- Phase I Funds Retainage. After review and approval of a disbursement request, then the City shall disburse (i) prior to 50% completion of the Public Infrastructure Improvements, ninety percent (90%) of the amount requested (with retainage of 10%), and (ii) on and after the 50% completion point of the Public Infrastructure Improvements, ninety-five percent (95%) of the amount requested (with retainage of 5%). The retained amount shall be disbursed when (a) construction of the Project (including the Private Improvements) has been completed (as evidenced by a certificate of occupancy for all buildings with respect to the Private Improvements, and as determined by the City with respect to the applicable Public Infrastructure Improvements), (b) the City has obtained final lien waivers and all other conditions to payment set forth in this Agreement have been satisfied with respect to such payment, (c) Developer has provided the City with a complete set of "as built" drawings for the Project if required by the City, and (d) Developer has complied with all of its other obligations under this Agreement as determined by the City in its sole discretion. Notwithstanding anything in this clause (F) to the contrary, with respect to acquisition and demolition costs approved by the City with respect to each Developer Option Property, the City shall disburse the entirety of the amount requested upon the transfer of title to the Developer Option Property to the City with no retainage so long as (1) there is no event of default caused by Developer under the Agreement, (2) the City has received and is satisfied with all applicable due diligence documentation provided in the Agreement with respect to the applicable Developer Option Property, and (3) Developer has otherwise complied with this Exhibit G-2 in terms of materials, documentation and other information provided to the City (e.g., AIA forms, lien waivers, and so forth) with respect to such acquisition and demolition costs for which reimbursement is sought.
- (G) Phase IIA Grant Retainage. After review and approval of a disbursement request, then the City shall disburse (i) prior to 50% completion of the Phase IIA Right-of-Way Public Infrastructure Improvements, ninety percent (90%) of the amount requested (with retainage of 10%), and (ii) on and after the 50% completion point of the Phase IIA Right-of-Way Public Infrastructure Improvements, ninety-five percent (95%) of the amount requested (with retainage of 5%). The retained amount shall be disbursed when (a) construction of the Phase IIA Project (including the Private Improvements) has been completed (as evidenced by a certificate of occupancy for all buildings with respect to the Private Improvements, and as determined by the City with respect to the applicable Public Infrastructure Improvements), (b) the City

has obtained final lien waivers and all other conditions to payment set forth in this Agreement have been satisfied with respect to such payment, (c) Developer has provided the City with a complete set of "as built" drawings for the Phase IIA Project if required by the City, and (d) Developer has complied with all of its other obligations under this Agreement as determined by the City in its sole discretion.

- (H) Phase IIB Grant Retainage. After review and approval of a disbursement request, then the City shall disburse (i) prior to 50% completion of the Phase IIB Right-of-Way Public Infrastructure Improvements, ninety percent (90%) of the amount requested (with retainage of 10%), and (ii) on and after the 50% completion point of the Phase IIB Right-of-Way Public Infrastructure Improvements, ninety-five percent (95%) of the amount requested (with retainage of 5%). The retained amount shall be disbursed when (a) construction of the Phase IIB Project (including the Private Improvements) has been completed (as evidenced by a certificate of occupancy for all buildings with respect to the Private Improvements, and as determined by the City with respect to the applicable Public Infrastructure Improvements), (b) the City has obtained final lien waivers and all other conditions to payment set forth in this Agreement have been satisfied with respect to such payment, (c) Developer has provided the City with a complete set of "as built" drawings for the Phase IIB Project if required by the City, and (d) Developer has complied with all of its other obligations under this Agreement as determined by the City in its sole discretion.
- (I) <u>Estoppel Certification</u>. A request for the disbursement of Funds shall, unless otherwise indicated in writing at the time Developer makes such request, be deemed as a representation and certification by such entity that (i) that all work done and materials supplied to date are in accordance with the Final Plans and in strict compliance with all legal requirements as of the date of the request, (ii) the Project, the Phase IIA Project, and the Phase IIB Project, as applicable, is being completed in accordance with the Final Plans, and (iii) such entity and the City have complied with all of their respective obligations under this Agreement. If Developer alleges that the City has been or is then in default under this Agreement at the time such entity makes such request, and if the City disputes such allegation, the City shall not be obligated to make or authorize such disbursement until the alleged default has been resolved.

## Exhibit I-3 to

# Fourth Amendment to Funding, Acquisition and Development Agreement Form of City Phase IIB Quitclaim Deed

[TO BE ATTACHED TO EXECUTION VERSION]

# <u>Phase IIB Addendum I to Exhibit M</u> to Fourth Amendment to Funding, Acquisition and Development Agreement

## **Phase IIB Project Prevailing Wage Determination**

[TO BE ATTACHED TO EXECUTION VERSION]

#### Exhibit N-2

to

Fourth Amendment to Funding, Acquisition and Development Agreement

#### Form of Phase IIB Project Service Agreement

space above for Hamilton County Recorder			
SERVICE AGREEMENT			
(Madison and Whetsel Project Phase IIB)			
This Service Agreement (this "Agreement") is made and entered into as of [	mited (the		

#### Recitals:

- A. The City and Ackermann Enterprises, Inc., an Ohio corporation ("Ackermann Enterprises"), have entered into a Funding, Acquisition and Development Agreement between the City and the Company dated October 6, 2017 (the "Original Development Agreement"), as amended by a First Amendment to Funding, Acquisition and Development Agreement (the "First Amendment") dated September 25, 2018, the Second Amendment to Funding, Acquisition and Development Agreement (the "Second Amendment") dated September 30, 2019, the Third Amendment to Funding, Acquisition and Development Agreement (the "Third Amendment"), dated July \_\_\_\_\_, 2020, and the Fourth Amendment to Funding, Acquisition and Development Agreement (the "Fourth Amendment") dated \_\_\_\_\_\_, 2020, (the Original Development Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and as it may be further amended from time to time, the "Development Agreement").
- B. Ackermann Enterprises has assigned certain of its rights under the Development Agreement to the Company, in which Ackermann Enterprises is indirectly a member, with respect to certain real property generally located in the block to the southeast of the corner of Madison Road and Whetsel Avenue, all as described on <a href="Exhibit A">Exhibit A</a> (Legal Description) hereto (the "Phase IIB Property"). As described more particularly in the Development Agreement as the "Phase IIB Project", the Company will construct a mixed-use development upon the Phase IIB Property. Capitalized terms used, but not defined, herein have the meanings ascribed thereto in the Development Agreement.
  - C. The Company has acquired fee simple title to the entirety of the Phase IIB Property.
- D. The City believes that the Phase IIB Project is in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements.
- E. In furtherance of the public purpose and to facilitate the Phase IIB Project, and as authorized by Ordinance No. 495-2019 passed by City Council on December 11, 2019 (the "TIF Ordinance"), the City has established a so-called project-based TIF for the Phase IIB Property under Section 5709.41, Ohio Revised Code ("ORC").

- F. Under the TIF Ordinance and in accordance with ORC Section 5709.41, et seq., the increase in the assessed value of the Phase IIB Property after passage of the TIF Ordinance (such increase referred to herein as the "Improvement") shall be exempt from real property taxes, and all present and future owners of the Phase IIB Property, or any portion thereof, shall be required to make service payments in lieu of taxes, in semi-annual installments, in an amount equal to the amount of real property taxes that would have been paid on the Improvement had an exemption not been granted ("Statutory Service Payments").
- G. Pursuant that certain Mortgage and Declaration of Covenants and Conditions Relative to Service Payments in Lieu of Taxes, Minimum Service Payments and Other Matters of even date herewith (the "Mortgage and Declaration") given by the Company in favor of the Port of Greater Cincinnati Development Authority (the "Port Authority") and the trustee for the Series 2020 Bonds (the "Trustee"), the Company has agreed to pay minimum service payments (the "Minimum Service Payments") to the Trustee to the extent required to pay principal, interest and administrative fees and expenses on the Port Authority's Taxable Development Revenue Bonds issued to pay a portion of the costs of the Phase IIB Project (the "Series 2020 Bonds"). Pursuant to the Mortgage and Declaration, the obligation of the Company and future owners of the Phase IIB Property to pay Minimum Service Payments shall be a covenant running with the land and the Mortgage and Declaration shall be recorded with the Hamilton County, Ohio Recorder after only this Agreement and prior to any other mortgages or security instruments affecting the Phase IIB Property.
- H. The Phase IIB Property is located within the City School District of the City of Cincinnati, and the Board of Education of the City School District of the City of Cincinnati ("Board of Education") has, by resolution adopted on October 11, 1999, and by an agreement entered into with the City dated July 2, 1999, approved an exemption of 100% of the assessed valuation of the Improvement for thirty (30) years (subject to the obligation of the City to make, or cause to be made, payments to the Board of Education as provided in Section II.C.2 of that agreement).
- I. In accordance with the Fourth Amendment, the City intends to use the Statutory Service Payments actually received (e.g., for the avoidance of doubt, exclusive of any fees paid or withholdings from the Statutory Service Payments to or by the Hamilton County Auditor) by the City with respect to the Phase IIB Property (i) to satisfy its obligation to make payments to the Board of Education, (ii) to assign to the Port Authority to be applied towards debt service on the Series 2020 Bonds, as described more particularly in the Cooperative Agreement dated as of [\_\_\_\_], by and among the City, the Port, and the Company, and acknowledged by the Trustee, (iii) to maintain and program the Public Plaza, and (iv) in the event Statutory Service Payments are received in excess of the aforementioned obligations, for any other lawful purpose.
- J. The parties intend that this Agreement, as amended and supplemented from time to time, shall constitute the agreement contemplated by ORC Section 5709.42, et seq. and shall define the obligations of the Company and future owner or owners of the Phase IIB Property, or any portion thereof, with respect to the Statutory Service Payments.
  - K. Execution of this Agreement has been authorized by City Council by the TIF Ordinance.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the City and the Company agree as follows:

#### 1. CONSTRUCTION OF PHASE IIB PROJECT.

The Company shall cause the Phase IIB Project to be constructed in accordance with the terms of the Development Agreement. The Company shall use, develop and redevelop the Phase IIB Project with respect to the Phase IIB Property in accordance with the Development Agreement throughout the Exemption Period (as hereinafter defined). Failure to use and operate the Phase IIB Project as required under the Development Agreement shall not relieve the Company of its obligations to make Statutory Service Payments as required hereunder. During the Exemption Period, the Company shall not change

the principal use of the Phase IIB Project (which are commercial and multi-family apartment units) without the City's prior written consent.

#### 2. OBLIGATION TO MAKE PAYMENTS.

- A. <u>Declaration that Improvement is a Public Purpose</u>. The City hereby confirms that, pursuant to ORC Chapter 5709.41, et seq. and the TIF Ordinance, the City declared that 100% of the Improvement is a public purpose and exempt from real property taxes for a period of thirty (30) years commencing on the effective date of the TIF Ordinance (the "Exemption Period").
- B. <u>Commencement of Statutory Service Payments</u>. The Company shall commence paying Statutory Service Payments no later than the final date for payment (the last day that payment can be made without penalty or interest) of the first semi-annual installment of real property taxes in the first calendar year after the first tax year in which any Improvement appears on the Hamilton County Auditor's tax duplicate. (For example, if any Improvement first appears on the tax rolls on January 1, 2021, the Company's first semi-annual tax payment will be for the tax bill for the First Half 2021, which will become due and payable to the County Treasurer on or about January 2022.) The Company shall pay Statutory Service Payments in semi-annual installments (i) on the earlier of such final date for payment of the first semi-annual installment of real property taxes, or February 1, in each year, and (ii) on the earlier of such final date for payment of the second semi-annual installment of real property taxes, or August 1, in each year (each such final date for payment is referred to herein as a "Service Payment Date"). The Company shall continue to make Statutory Service Payments until such time as the Company has paid the final Statutory Service Payment applicable to the Exemption Period.
- C. Amount of Statutory Service Payments. Each Statutory Service Payment shall be paid to the Hamilton County Treasurer in an amount equal to one-half (½) of the annual amount that would have been payable in that year as real property taxes with respect to the Improvements had an exemption not been granted. (However, if after the first semi-annual Statutory Service Payment has been determined and paid, the total annual amount for that year is adjusted by the taxing authorities, the amount of the second semi-annual Statutory Service Payment shall be adjusted accordingly.) The Statutory Service Payments shall vary as the assessed value of the Improvement varies from time to time.
- D. <u>Estimation</u>. If, as of the date any Statutory Service Payment is due, the amount of the real property taxes that would have been payable on the Improvement (if not exempt) cannot be or has not been finally determined, the amount of such taxes shall be estimated by the Hamilton County Auditor or by the City (even though such taxes may be subject to contest, later determination, or adjustment because of revaluation of the Improvements) for the applicable tax year. If the sum of Statutory Service Payments so calculated and paid in any year is subsequently determined not to be equal to the total amount of real property taxes that would have been paid in that year with respect to the Improvement (if not exempt), the Company or the City shall promptly pay or repay any deficiency or excess, as appropriate, to the other within thirty (30) days after written demand; provided, however, that nothing in this sentence shall be construed to require the City to repay to the Company any amount that would reduce the total payments in any year to an amount less than the Statutory Service Payments required to be paid in that year.
- E. <u>Late Payment</u>. If any Statutory Service Payment, or any installment thereof, is not paid when due, then, to the extent that Hamilton County does not impose a late fee or delinquency charge, the Company shall pay to the City, as a late payment charge, the amount of the charges for late payment of real property taxes, including penalty and interest, that would have been payable pursuant to ORC Section 323.121 on the delinquent amount.

#### 3. PAYMENT OBLIGATIONS TO HAVE LIEN PRIORITY.

The Statutory Service Payments shall be treated as a tax lien in the same manner as real property taxes and will have the same lien, rights and priority as all other real property taxes. Such a lien shall attach, and may be perfected, collected and enforced as provided by law, including enforcement by foreclosure upon such lien pursuant to the procedures and requirements of Ohio law relating to mortgages, liens, and delinquent real estate taxes. The Company hereby agrees that the obligation of the Company to

make Statutory Service Payments shall have the same priority as the obligation to pay real estate taxes in the event of any bankruptcy or other like proceeding instituted by or against the Company. The Company agrees not to contest the lien, rights or priority of the Statutory Service Payments with respect to the Phase IIB Project or the Phase IIB Property.

#### 4. RECORDING; OBLIGATIONS TO RUN WITH THE LAND; ASSIGNMENT.

- A. <u>Recording.</u> Promptly after the execution of this Agreement, the Company shall cause this Agreement to be recorded in the Hamilton County, Ohio Recorder's Office, at its expense, prior to any mortgage, assignment or other conveyance of any part of the Phase IIB Project or the Phase IIB Property. All instruments of conveyance of the Phase IIB Project or the Phase IIB Property or the Company's ownership of the same (or portions thereof) to subsequent mortgagees, successors, assigns or transferees shall be subject to this Agreement, and the Company shall cause all instruments of conveyance of interests in all or any portion of the Phase IIB Property to subsequent mortgagees, successors, lessees, assigns or other transferees to be made expressly subject to this Agreement.
- В. Covenants Running with the Land. The obligation to perform and observe the agreements on the Company's part contained herein shall be covenants running with the land and, in any event and without regard to technical classification or designation, legal or otherwise, shall be binding and enforceable by the City against the Company and its successors-in-interest and transferees as owners of the fee simple interest in the Phase IIB Property, without regard to whether the City has at any time been, remains or is an owner of any land or interest therein to, or in favor of, which these covenants relate. The Company shall not assign its interests or obligations under this Agreement to a third party except in connection with a simultaneous conveyance by the Company of its interests in the Phase IIB Property and Phase IIB Project. The foregoing, however, shall not be construed as prohibiting the Company from assigning its interests under this Agreement, as collateral security, to the lender(s) or other parties that will be providing financing for the Phase IIB Project or other financial incentives. If the Company shall sell, convey, or otherwise transfer its interest in the Phase IIB Property or any part thereof, it shall automatically be released and relieved of and from all other and further obligations and liabilities under this Agreement which arise, mature, or relate to any period from and after the date of such sale, conveyance or transfer, but not prior thereto, it being intended hereby that the covenants and obligations on the part of the Company and each such successor shall be binding upon and enforceable against the Company and their respective successors and assigns only in respect of their respective periods of ownership in the Phase IIB Property (or portion thereof). The provisions of this paragraph are not intended to, and shall not be construed to, release or modify any covenant created hereunder that is intended to run with the land.
- C. <u>Obligations are Absolute and Unconditional</u>. The obligations of the Company to make Statutory Service Payments under this Agreement will not be terminated for any cause including, without limitation, failure to commence or complete the Phase IIB Project; any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Phase IIB Project; commercial frustration of purpose; or any change in the constitution, tax or other laws or judicial decisions or administrative rulings of or administrative actions by or under authority of the United States of America or of the State or any political subdivision thereof.

### 5. PAYMENT OF TAXES; TAX CONTESTS.

A. <u>Payment of Taxes</u>. With respect to real property taxes that are not exempted under this Agreement, the Company shall pay or cause to be paid, as the same become due, (i) all such taxes, assessments, whether general or special, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Phase IIB Property and/or the non-exempt improvements or any personal property or fixtures of the Company installed or brought thereon (including, without limitation, any taxes levied against the Company with respect to income or profits from operations at the Phase IIB Property and which, if not paid, may become or be made a lien on the Phase IIB Property or the Phase IIB Project), and (ii) all utility and other charges incurred in the operation, maintenance, use and occupancy of the Phase IIB Property and the Phase IIB Project.

B. <u>No Tax Contests</u>. The Company, its successors, assigns and transferees hereby agree that, during the term of this Agreement, (a) it will not contest or appeal the real property valuation assigned to the Phase IIB Property by the County Auditor so as to reduce such valuation for real property tax purposes below the valuation initially assigned to the Phase IIB Property by the County Auditor upon completion of the Phase IIB Project, and (b) it will not seek any other real property tax exemption or abatement for the Phase IIB Property, during the term of this Agreement.

#### 6. INSURANCE COVERAGE AND PROCEEDS.

- A. <u>Coverage</u>. The Company shall provide and maintain, or cause to be provided and maintained, special form (formerly known as "all risk") full replacement cost property insurance on the Phase IIB Project and other improvements on the Phase IIB Property or any replacements or substitutions therefor (to the extent the same are owned by the Company) from an insurer that is financially responsible, of recognized standing, and authorized to write insurance in the State. Such insurance policy shall be in such form and with such provisions as are generally considered reasonable and appropriate for the type of insurance involved and shall prohibit cancellation or modification by the insurer without at least thirty days' prior written notice to the City and the Company.
- B. <u>Proceeds</u>. Upon written request, the Company shall furnish to the City such evidence or confirmation of the insurance required under this section. The Company shall give immediate notice to the City of any final settlement or compromise in connection with any claims for or collection of insurance proceeds. The City shall have fifteen (15) days in which it may disapprove of any such settlement or compromise, which shall be deemed approved if not so disapproved. Proof of loss under any applicable insurance policy may be made by the City in the event the Company fails to take such action in a timely manner. The proceeds of any insurance recovery shall be used by the Company to restore, replace and/or rebuild the Phase IIB Property and Phase IIB Project, excluding the Company's furniture, fixtures and equipment. Any excess over the amounts required for such purposes shall be the property of the Company or other person or entity to whom the insurance proceeds are payable. The Company acknowledges that application of the property insurance proceeds hereunder shall be superior to the rights of any and all mortgagees of the Phase IIB Property and Phase IIB Project.

#### 7. CONDEMNATION PROCEEDS.

In the event any portion of the Phase IIB Property or Phase IIB Project shall be taken as a result of the exercise of the power of eminent domain by any governmental entity or other person, association or corporation possessing the right to exercise the power of eminent domain, unless otherwise agreed to by the City, the proceeds of such eminent domain award received by the Company shall be used for the same purposes specified with respect to insurance proceeds in Section 6 above.

#### 8. NOTICES.

All notices or other communications under this Agreement shall be deemed given on receipt when personally delivered, or forty eight (48) hours after being mailed by U.S. registered or certified mail, postage prepaid, addressed to the City at 801 Plum Street, Cincinnati, Ohio 45202, Attention: City Manager, with a copy to the Director of the Department of Community and Economic Development, City of Cincinnati, 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202; and to the Company at its address set forth in the introductory paragraph hereof. The City and the Company may, by notice given under this Agreement, designate any further or different addresses to which subsequent notices or other communications shall be sent.

#### 9. COVENANTS AND REPRESENTATIONS.

The Company represents that it is a duly organized and existing Ohio entity as identified in the introductory paragraph of this Agreement, that it is in good standing under the laws of the State of Ohio, and that it is qualified to do business in the State of Ohio. The Company covenants that it will remain in existence and so qualified as long as it is required to make Statutory Service Payments hereunder.

#### 10. EXEMPTION APPLICATION.

Pursuant to ORC Section 5709.911(A), the Company or its legal counsel shall prepare, submit to the City for review and approval, and file, at its sole cost and expense, such applications, documents and other information with the appropriate officials of the State of Ohio and Hamilton County, or other public body as may be required to effect and maintain during the Exemption Period as described in ORC Chapter 5709.41 the exemption from real property taxation as contemplated hereby. The Company and the City expect that such exemption from real property taxation shall apply initially to the [\_\_\_\_] tax year, i.e., the first year in which the Improvement is expected to appear on the tax rolls. The Company shall continuously use due diligence and employ commercially reasonable efforts to keep such exemption in force, not permitting the same to lapse or be suspended or revoked for any reason within the Company's control. This provision shall not be construed and is not intended to constitute the Company's consent to the City's filing for the exemption under ORC Section 5709.911(B).

#### 11. <u>DEFAULTS AND REMEDIES</u>.

If the Company fails to make any Statutory Service Payment when due (time being of the essence), or if the Company fails to observe or perform any other obligation hereunder (including the Company's obligation to comply with the terms of the Development Agreement) and such other failure continues for more than thirty (30) days after the City notifies the Company in writing thereof, the City shall be entitled to exercise and pursue any and all rights and remedies available to it hereunder, at law or in equity, including, without limitation, (i) foreclosing on the lien created hereby, and (ii) terminating the Company's rights under this Agreement without modifying or abrogating the Company's obligation to make Statutory Service Payments; provided, however, that if the nature of the default (other than a payment default, with respect to which there is no cure period) is such that it cannot reasonably be cured during an applicable cure period, the Company shall not be in default under this Agreement so long as the Company commences to cure the default within such cure period and thereafter diligently completes such cure within a reasonable time period (but not exceeding 90 days) after the Company's receipt of the City's initial notice of default. The Company shall pay to the City upon demand an amount equal to all costs and damages suffered or incurred by the City in connection with such default, including, without limitation, attorneys' fees. Waiver by the City of any default shall not be deemed to extend to any subsequent or other default under this Agreement. All rights and remedies hereunder are cumulative.

## 12. **DURATION OF AGREEMENT**.

This Agreement shall become effective on the Effective Date and, with reference to Section 2(B) (pertaining to Statutory Service Payments), shall expire on the day following the date of payment of the final Statutory Service Payment applicable to the Exemption Period under Section 2(B) hereof. This Agreement shall survive any foreclosures, bankruptcy, or lien enforcement proceedings. Upon such expiration, the City shall deliver to the Company such documents and instruments as the Company may reasonably request to evidence such expiration.

## 13. **GENERAL PROVISIONS**.

- A. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same Agreement.
- B. <u>Captions</u>. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.
- C. <u>Governing Law and Choice of Forum</u>. This Agreement shall be governed by the laws of the State of Ohio and shall be interpreted and enforced in accordance with the laws of this State without regard to the principles of conflicts of laws. All unresolved claims and other matters in question between the City and the Company shall be decided in the Hamilton County Court of Common Pleas. The parties hereby waive trial by jury.
- D. <u>Severability</u>. If any provision of this Agreement is determined to be illegal, invalid or unenforceable, it is the intention of the parties that the remainder of this Agreement shall not be affected thereby, and in lieu of each provision that is illegal, invalid or unenforceable, there shall be added as a

part of this Agreement provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

- E. <u>Additional Documents</u>. The City and the Company agree to execute any further agreements, documents or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement to the extent permitted by this Agreement and in compliance with all laws and ordinances controlling this Agreement.
- F. <u>Entire Agreement; Amendments</u>. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements of the parties. This Agreement may be amended only by a written amendment signed by all parties.

[Signature Page Follows]

This Service Agreement is executed by the City and the Company by their duly-authorized officers or representatives as of the Effective Date.

## **CITY OF CINCINNATI**

## **MADISONVILLE PHASE III LLC**

By: Paula Boggs Muething, Interim City Manager		By: Printed name:	
		Title:	
Approved by:			
Karen Alder, City Finance Direct	or		
Approved as to Form:			
Assistant City Solicitor	<del></del>		
STATE OF OHIO	) ) SS:		
COUNTY OF HAMILTON	)		
The foregoing instrument was a Boggs Muething, Interim City Ma behalf of the corporation.	acknowledged before me anager of the CITY OF C	this day of, 2020, by Paula INCINNATI, an Ohio municipal corporation, on	
		Notary Public My commission expires:	
STATE OF OHIO	) ) SS:		
COUNTY OF HAMILTON	)		
The foregoing instrument was a	acknowledged before me	this day of, 2020, by  f [], an	
[], on I	pehalf of the [	].	
		Notary Public My commission expires:	
		·	
This instrument prepared by:	Kaitlyn Geiger, Esq.; Cit Street, Room 214; Cinci	y of Cincinnati, Office of the City Solicitor; 801 Plum Innati. Ohio 45202	

## EXHIBIT A TO SERVICE AGREEMENT

## LEGAL DESCRIPTION

[TO BE PROVIDED BY DEVELOPER]

#### **SCHEDULE 12**

TO

### Fourth Amendment to Funding, Acquisition and Development Agreement

#### Form of Assignment Agreement of Developer's Rights

#### **Assignment**

The undersigned, Ackermann Enterprises, Inc., an Ohio corporation ("Assignor"), hereby assigns to Madisonville Phase III LLC, an Ohio limited liability company ("Assignee"), all of its right, title and interest under that certain Funding, Acquisition and Development Agreement dated October 6, 2016, as amended by that certain First Amendment to Funding, Acquisition and Development Agreement dated September 25, 2018, as amended by that certain Second Amendment to Funding, Acquisition and Development Agreement dated September 30, 2019, as amended by that certain Third Amendment to Funding, Acquisition, and Development Agreement dated July , 2020, and as amended by that certain Fourth Amendment to Funding, Acquisition, and Development Agreement dated as of even date herewith (collectively, the "Agreement"), as it relates to the Phase IIB Project (as defined in the Agreement). Assignee accepts such assignment and assumes all of Assignor's duties, obligations and liabilities under the Agreement with respect to the Phase IIB Project as of this \_\_\_\_day of \_\_\_\_\_, 2020. MADISONVILLE PHASE III LLC. ACKERMANN ENTERPRISES, INC. an Ohio corporation an Ohio limited liability company By: Ackermann Madisonville Phase II LLC, By: \_\_\_\_\_\_ Name: \_\_\_\_\_ an Ohio limited liability company, its Manager Title: \_\_\_\_\_ John Wendt, Vice President

Original Contract No.: 75x2017-091

## FOURTH AMENDMENT TO FUNDING, ACQUISITION AND DEVELOPMENT AGREEMENT

(Madison & Whetsel Redevelopment - Phase IIB)

This Fourth Amendment to Funding, Acquisition and Development Agreement (this "Amendment") is made and entered into effective as of the Effective Date (as defined herein) by and among the City of Cincinnati, an Ohio municipal corporation (the "City"), Madisonville Phase I LLC, an Ohio limited liability company ("Phase I Developer"), Madisonville Phase II LLC, an Ohio limited liability company ("Phase IIB Developer"), and Ackermann Enterprises, Inc., an Ohio corporation ("Developer", together with Phase I Developer, Phase IIA Developer, and Phase IIB Developer, each a "Company" and collectively, the "Companies").

#### Recitals:

- A. The City and Developer are parties to a *Funding, Acquisition and Development Agreement* dated October 6, 2016 (the "**Original Agreement**"), as amended by a *First Amendment to Funding, Acquisition and Development Agreement* (the "**First Amendment**") dated September 25, 2018, a *Second Amendment to Funding, Acquisition and Development Agreement* (the "**Second Amendment**") dated September 30, 2019, and a *Third Amendment to Funding, Acquisition and Development Agreement* (the "**Third Amendment**") dated July 28, 2020 (the Original Agreement as amended by the First Amendment, the Second Amendment, the Third Amendment and this Amendment, the "**Agreement**"), pursuant to which, among other things, the City and Developer agreed to a plan for the redevelopment of the area surrounding the intersection of Madison Road and Whetsel Avenue (as described in the Original Agreement, the "**Project Site**"). Developer subsequently assigned its rights and obligations to (i) the Project (as defined in the First Amendment) to Phase I Developer and (ii) Phase IIA Project (as defined in the Second Amendment) to Phase IIA Developer. Capitalized terms used, but not defined, herein have the meanings ascribed thereto in the Agreement, the First Amendment, or the Third Amendment as applicable.
- B. Since the execution of the First Amendment, (i) the Initial Closing (as defined in the First Amendment) has occurred and Phase I Developer has commenced construction of the Project (as defined in the First Amendment) and (ii) the Second Closing (as defined in the Second Amendment) has occurred and Phase IIA Developer commenced construction of the Phase IIA Project (as defined in the Second Amendment). Developer, through its Eligible Affiliate (as defined in the Original Agreement), Phase IIB Developer, has submitted to the City's Department of Community and Economic Development ("DCED") a development proposal with respect to a portion of the Phase IIB Property (as defined in the Second Amendment) that DCED desires to accept and memorialize as part of this Amendment.
- C. The Agreement currently (prior to giving effect to this Amendment) provides for a three-phase development, the first phase of which is defined in the First Amendment as the "**Project**", the second phase of which is defined in the Second Amendment as the "**Phase IIA Project**", and the third phase of which is defined in the Second Amendment as the "**Phase IIB Project**". However, Developer and the City desire to bifurcate the Phase IIB Project into two discrete projects. The effect of this Amendment, among other things, will be the division of the development described as the Phase IIB Project in the Agreement into the Phase IIB Project and the North Sierra Project (each as defined below), and the division of the Phase IIB Property into the Phase IIB Property (as defined below) and the North Sierra Properties.
- D. As used herein, and for purposes of the Agreement, (i) the term "Phase IIB Project" means (a) Developer's, or upon assignment Phase IIB Developer's, redevelopment of a portion of the Phase IIB Property (as previously defined in the Second Amendment) as depicted in Exhibit A-3 (Amended Site Plan Breakdown of Project Property, Phase IIA Property, Phase IIB Property, and North Sierra Properties) and labeled "Phase IIB Property" (redefined as the "Phase IIB Property") into approximately 92 market rate residential rental units (approximately 73,900 square feet in the aggregate), approximately 18,900 square feet of ground floor commercial space, approximately 94 surface parking spaces, and approximately 15 public

parking spaces on Prentice Street at an aggregate project cost of approximately \$24,030,095, and (b) Developer's, or upon assignment Phase IIB Developer's, construction of Right-of Way Public Infrastructure Public Improvements benefitting the Phase IIB Property, including the Public Plaza (as defined below) (the "Phase IIB Right-of-Way Public Infrastructure Improvements"), in each case as more fully described in Exhibit B-3 (Phase IIB Project Scope of Work – Phase IIB Right-of-Way Public Infrastructure Improvements; Private Improvements) and (ii) the term "North Sierra Project" means Developer's (or its Eligible Affiliate's) potential redevelopment of the North Sierra Properties, or some portion thereof, into such structures and uses as proposed by Developer (or its Eligible Affiliate) and approved by DCED, all at a total aggregate project cost as agreed upon by the applicable parties at the time of such approval. All references to Exhibit B of the Original Agreement are hereby amended to be references to Exhibit B-1 of the First Amendment, Exhibit B-2 of the Second Amendment, and Exhibit B-3 hereto collectively.

- E. The Phase IIB Project will be situated on the Phase IIB Property. The Phase IIB Property shall include those parcels within the Phase IIB Property owned as of the date hereof by the City (the "City Phase IIB Property"). The North Sierra Project will be situated on such real property, or some portion or combination thereof, which is identified as the "North Sierra Properties" in Exhibit A-3. All references to Exhibit A, Exhibit A-1, and Exhibit A-2 in the Agreement are hereby amended to be references to Exhibit A-3 hereto.
- F. The City and the Companies wish to enter into this Amendment to provide an additional grant of \$950,000 to complete the Phase IIB Right-of-Way Public Infrastructure Improvements associated with the Phase IIB Project; to amend the scope of the Phase IIB Project; to bifurcate the Phase IIB Project into distinct elements, namely the Phase IIB Project and the North Sierra Project; to provide for the Developer's exclusive right to submit a proposal or proposals to DCED with respect to the development of the North Sierra Project on the North Sierra Properties, subject to the review and approval of such proposal or proposals and upon satisfaction of the terms and conditions of this Amendment; to provide for the Developer's right to acquire the North Sierra Properties on or before March 31, 2021, in furtherance of the North Sierra Project; and to allow the Developer to consummate a financial closing with respect to the Phase IIB Project as expeditiously as possible.
  - G. More particularly, this Amendment will, among other things:
    - (i) Bifurcate the Optional Third Closing (as defined in the Second Amendment) into the Third Closing and the Optional Fourth Closing (in each case as defined herein) in order to (a) account for the occurrence of the Initial Closing (as defined in the First Amendment) prior to the date hereof, (b) account for the occurrence of the Second Closing (as defined in the Second Amendment) prior to the date hereof, (c) facilitate the conveyance by the City of the City Phase IIB Property to the Phase IIB Developer, (d) provide for the future conveyance of the North Sierra Properties, or some portion thereof, in connection with the Optional Fourth Closing for the purpose of facilitating the development of the North Sierra Properties by the Developer or its Eligible Affiliate as assignee, to the extent that Developer or its Eligible Affiliate wishes to pursue such Optional Fourth Closing and meets certain conditions subject to the approval of DCED:
    - (i) Bifurcate the Phase IIB Project into the Phase IIB Project to be undertaken upon the Phase IIB Property, and the North Sierra Project to be undertaken upon the North Sierra Properties, if undertaken;
    - (ii) acknowledge that on December 11, 2019, pursuant to Ordinance No. 495-2019, City Council approved the Third TIF Ordinance notwithstanding that the Third Closing did not occur yet;
    - (iii) provide an additional grant of \$950,000 from the TIF District Fund (the "**Phase IIB Grant**");
    - (iv) modify the terms and conditions by which Developer may exercise its purchase option with respect to the North Sierra Properties;
    - (v) modify the Developer's rights with respect to submitting a North Sierra Project proposal and acquiring the North Sierra Properties, or some portion thereof;

- (vi) amend and restate the Phase II Note (as defined in the Second Amendment) (the "Phase IIA Note"), a form of such Amended and Restated Note is attached hereto as <a href="Exhibit F-4"><u>Exhibit F-4</u></a> (Form of Phase IIA Amended and Restated Promissory Note) and execute an additional Phase IIB Amended and Restated Promissory Note with respect to the Phase IIB Project and the North Sierra Project, a form of which is attached hereto as <a href="Exhibit F-3"><u>Exhibit F-3</u></a> (Form of Phase IIB Amended and Restated Promissory Note) (the "Phase IIB Note");
- (vii) establish certain terms and conditions regarding the Port Authority's involvement in the Phase IIB Project's financing;
- (viii) provide that the obligations, duties and liabilities under the Agreement, as amended hereby, with respect to the Project, the Phase IIA Project, the Phase IIB Project, and the North Sierra Project (if any) are not cross-defaulted; and
- (ix) contemplate a public plaza on the SE Block of Madison and Whetsel and provide the funding mechanism for such plaza.
- H. Prior to the Effective Date, the City's Real Estate Services Division has determined by appraisal that the fair market value of the SE Block is <u>\$735,000</u>, and the North Sierra Properties is <u>\$121,500</u>. DCED, in accordance with the terms of the Agreement and this Amendment, is willing to convey the Phase IIB Property for below fair market value (namely, \$0.00).
- I. The City's Planning Commission, having the authority to approve the change in use of Cityowned property, approved the transactions contemplated herein at its meeting on June 3, 2016.
- J. This Amendment was authorized by Cincinnati City Council Ordinance No. [\_\_\_\_], passed [\_\_\_\_\_], Ordinance No. 341-2019, passed September 11, 2019, as well as by Ordinance Nos. 241-2016 and 161-2018, passed June 29, 2016, and on June 20, 2018, respectively, which authorized the execution and administration of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

#### 1. REVISIONS TO RECITALS INCLUDING REVISING TERMS.

- (A) Recital D of the Agreement is hereby replaced in its entirety with the following:
- After commencing the Project (as defined in the First Amendment as defined below, the "Project"), Developer may construct a second phase of development, in two or more subphases, located on the Phase II Property or some portion thereof, consisting of a market-driven mix of: (i) market-rate multi-family housing, (ii) additional retail storefronts, (iii) office space, and (iv) related improvements thereto, or such other structures and uses as proposed by Developer and approved by DCED, all at a total aggregate project cost to be determined at the time of such proposal (collectively, the "Phase II Project"). The specific details regarding the manner and time in which Developer may potentially pursue such Phase Il Project and potentially acquire such Phase II Property are more fully described in the First Amendment to Funding, Acquisition and Development Agreement (the "First Amendment") dated September 25, 2018, the Second Amendment to Funding, Acquisition and Development Agreement (the "Second Amendment") dated September 30, 2019, the Third Amendment to Funding, Acquisition and Development Agreement (the "Third Amendment"), dated July 28, 2020, and the Fourth Amendment to Funding, Acquisition and Development Agreement (the "Fourth Amendment") dated \_, 2020; to the extent the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment govern, for the purposes of this Agreement (the following terms shall have the meanings ascribed to them in the Fourth Amendment, "Phase IIB Property", "Phase IIB Project", "North Sierra Project", and "City Phase IIB Property").
- (B) Recital F (i) of the Agreement is hereby replaced in its entirety with the following:

(i) contributing up to \$4,200,000 to the Project, up to \$500,000 to the Phase IIA Project, and up to \$950,000 from Incentive District No. 19, commonly known as the Madisonville TIF District (the "TIF District"), from Fund 498 (the "TIF District Fund"), as follows: (a) a grant not to exceed \$2,000,000 to reimburse Developer for the cost of constructing the Right-of-Way Public Infrastructure Improvements (as defined herein) benefiting the Project Site, (b) a grant not to exceed \$500,000 to reimburse Developer for the costs of constructing the Phase IIA Right-of-Way Public Infrastructure Improvements (as defined in the Second Amendment, the "Phase IIA Right-of-Way Public Infrastructure Improvements"; the Phase IIA Right-of-Way Public Infrastructure Improvements constitute a portion of the Public Infrastructure Improvements (as defined below)), (c) a grant not to exceed \$950,000 to reimburse Developer for the costs of constructing the Phase IIB Right-of-Way Public Infrastructure Improvements (as defined in the Fourth Amendment, the "Phase IIB Right-of-Way Public Infrastructure Improvements"), and (d) a potentially forgivable cash-flow loan not to exceed \$2,200,000 to reimburse Developer for the cost of constructing Non-Right-of-Way Public Infrastructure Improvements (as defined herein) benefiting the Project Site and for the acquisition of Developer Option Properties and the demolition of structures thereon;

#### 2. GENERALLY; PROJECT DESCRIPTION AND DUE DILIGENCE.

- (A) Bifurcation of Phase IIB Project and Corresponding Definition of the Phase IIB Project. All references to Exhibit B of the Original Agreement are hereby amended to be references to Exhibit B-1 of the First Amendment, Exhibit B-2 of the Second Amendment, and Exhibit B-3 of this Amendment collectively. All references to Exhibit C in the Original Agreement are hereby amended to be references to Exhibit C-1 of the First Amendment, Exhibit C-2 of the Second Amendment, and Exhibit C-3 hereto collectively. All references to Exhibit G of the Original Agreement and Exhibit G-1 of the Second Amendment are hereby amended to be references to Exhibit G-2 (Revised Disbursement of Funds) hereto. Recital C of the Agreement is hereby deleted and the following is inserted in its place:
  - C. The Project Site's redevelopment will initially involve: (i) the retention and improvement of the approximately 24,542 square foot retail facility in the NW Block (the "Madison Center Facility"), (ii) the addition of approximately 7,543 square feet of new retail store front and an additional approximately 5,000 square feet of residential amenity space, (iii) the construction of approximately 24,850 square feet of office space, (iv) the construction of approximately 185 units of residential apartments, and (v) the construction of approximately 440 on-site surface parking spaces, in each case as revised and more comprehensively described in Exhibit B-1 (Project Scope of Work - Public Infrastructure Improvements; Private Improvements) to the First Amendment. The improvements listed immediately above and as revised and more comprehensively described in Exhibit B-1 to the First Amendment constitute the "Project", which shall be undertaken solely upon the Project Property, as defined in the First Amendment. The aggregate construction and acquisition cost of the Project is anticipated to equal approximately \$29,000,000, as is more fully described in Exhibit C-1 (Revised Budget and Sources of Funds) to the First Amendment. The second phase of the Project Site's redevelopment will initially involve (i) the construction of approximately 120 market rate residential rental units (approximately 77,471 square feet in the aggregate), (ii) the construction of approximately 7,892 square feet of ground floor commercial space, (iii) the construction of approximately 120 on-site surface parking spaces, and (iv) construction of all of the Phase IIA Right-of-Way Public Infrastructure Improvements, in each case as more comprehensively described in Exhibit B-2 (Phase IIA Project Scope of Work - Phase IIA Right-of-Way Public Infrastructure Improvements; Private Improvements) to the Second Amendment. The improvements listed

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immediately above and as revised and more comprehensively described in Exhibit B-2 to the Second Amendment constitute the "Phase IIA Project" which shall be undertaken solely upon the Phase IIA Property, as defined in the Second Amendment. The aggregate construction and acquisition costs of the Phase IIA Project is anticipated to equal approximately \$20,240,000, as is more fully described in Exhibit C-2 (Phase IIA Budget and Sources of Funds) to the Second Amendment. The remainder of the second phase of the redevelopment of the Project Site will involve the construction of (i) approximately 92 market rate residential rental units (approximately 73,900 square feet in the aggregate), (ii) approximately 18,900 square feet of ground floor commercial space, (iii) approximately 94 surface parking spaces, (iv) approximately 15 public parking spaces on Prentice Street, and (v) all of the Phase IIB Right-of-Way Public Infrastructure Improvements. The improvements listed immediately above and as revised and more comprehensively described in Exhibit B-3 to the Second Amendment constitute the "Phase IIB Project" which shall be undertaken solely upon the Phase IIB Property, as defined in the Fourth Amendment. The aggregate construction costs of the Phase IIB Project is anticipated to equal approximately \$[24,030,095], as is more fully described in Exhibit C-3 (Phase IIB Budget and Sources of Funds) to the Fourth Amendment. All references to Exhibit C in the Agreement are hereby amended to be references collectively to Exhibit C-1 to the First Amendment, Exhibit C-2 to the Second Amendment, and Exhibit C-3 to the Fourth Amendment. As described herein, with respect to each of the Project, the Phase IIA Project, and the Phase IIB Project, all (a) individuals and entities providing guaranties with respect to Developer's, or Developer's Eligible Affiliates' private financing (but excluding Phase I Developer as to the Phase IIA Project and the Phase IIB Project and excluding Phase IIA Developer as to the Project and the Phase IIB Project), or (b) if there are not guaranties provided in respect of Developer's private financing, one or more individuals or entities with net worth deemed reasonably adequate by the City (whether one or more than one, collectively, with respect to the Project, the "Initial Guarantor", with respect to the Phase IIA Project, the "Phase **IIA Guarantor**", and with respect to the Phase IIB Project, the "Phase IIB Guarantor") will provide a guaranty (or guaranties) of completion in favor of the City with respect to the construction of each the Project, the Phase IIA Project and the Phase IIB Project in substantially the form of Exhibit D (Form of Completion Guaranty) hereto, whether one or more than one, collectively, with respect to the Project, the "Initial Completion Guaranty", with respect to the Phase IIA Project, the "Phase IIA Completion Guaranty", and in substantially the form of Exhibit D-1 (Form of Phase IIB Completion Guaranty) with respect to the Phase IIB Project, the "Phase IIB Completion Guaranty". If this Agreement, or any rights or obligations arising under this Agreement in connection with the development of any portion of the Project Site, is assigned to an Eligible Affiliate (as defined below) in accordance with Section 12(A)(iii), then Ackermann Enterprises, Inc. will also execute a guaranty of completion in the form of Exhibit D or Exhibit D-1, as applicable, in addition to each of the Initial Completion Guaranty to be executed by Initial Guarantor, the Phase IIA Completion Guaranty to be executed by the Phase IIA Guarantor, and the Phase IIB Completion Guaranty to be executed by the Phase IIB Guarantor. The term "Guarantor" shall refer to each of, and collectively, Initial Guarantor, the Phase IIA Guarantor, or the Phase IIB Guarantor, as applicable, and Ackermann Enterprises, Inc., if applicable. With respect to the Phase IIA Project and the Phase IIB Project, "Guarantor" shall include Ackermann Enterprises, Inc. The term "Completion Guaranty" shall refer to (i) with respect to the Project, each of, and collectively, the Initial Completion Guaranty and the guaranty of completion executed by Ackermann Enterprises, Inc., if applicable, (ii) with respect to the Phase IIA Project, each of, and collectively, the Phase IIA Completion Guaranty and the quaranty of completion executed by Ackermann Enterprises, Inc., and (iii) with respect to the Phase IIB Project, each of, and collectively, the Phase IIB Completion Guaranty and the guaranty of completion executed by Ackermann Enterprises, Inc. Additionally, pursuant to the terms of the Agreement as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment, should Developer obtain approval to pursue the North Sierra Project, Developer's financing of the same shall be subject to the same guaranty conditions described immediately above

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(provided that Madisonville Phase I LLC, Madisonville Phase II LLC, and Madisonville Phase III LLC shall not provide a guaranty for the North Sierra Project), and in the event of assignment to an Eligible Affiliate in accordance with Section 12(A)(iii), the same terms regarding the execution of an additional guaranty substantially in the form of Exhibit D by Ackermann Enterprises, Inc. and the use of the terms "Guarantor" and "Completion Guaranty" with respect to such event shall be equally required and used in connection with the North Sierra Project in a like manner as they are described above in connection with the completion of the Project, the Phase IIA Project, and the Phase IIB Project. Notwithstanding anything in this Agreement, the First Amendment, the Second Amendment, the Third Amendment, or the Fourth Amendment to the contrary, in no event shall the obligations of, or a default by, any Guarantor, with respect to a Guaranty for a particular phase of the Project Site be deemed to apply to, or cause a default with respect to, any other phase of the Project Site.

- Bifurcation of Due Diligence Investigations Regarding Third Closing and Optional Fourth (B) Closing. Notwithstanding anything to the contrary in Section 1(A) of the Original Agreement, Section 2(B) of the First Amendment, and Section 2(B) of the Second Amendment, the City and Developer agree that the delivery of satisfactory due diligence materials described therein as conditions to the Closing shall be deemed, as applicable, conditions to the Third Closing (as hereinafter defined) (with such due diligence pertaining to the Phase IIB Property only) and the Optional Fourth Closing (with such due diligence items pertaining to the North Sierra Properties only), as applicable, provided that, the City and Developer agree that the financial closing with respect to the Phase IIB Project will occur not later than 60 calendar days after the conveyance from the City to Developer or its Eligible Affiliate (the "Financial Closing"), Phase IIB Developer, of the Phase IIB Property. For example, (i) for purposes of the Third Closing, Section 1(A)(v) of the Original Agreement shall be understood to impose, as a condition of the Third Closing, the requirement that Developer will obtain financing sufficient to complete the Phase IIB Project no later than the date that is 60 calendar days after the Third Closing Date, as memorialized at the time of the Third Closing in a term sheet acceptable to the City, and (ii) for purposes of the Optional Fourth Closing, Section 1(A)(v) of the Agreement shall be understood to impose, as a condition of the Optional Fourth Closing, the requirement that Developer has obtained the financing contemplated in such clause with respect to the North Sierra Project, as approved of by DCED. To the extent it is ambiguous whether a condition or requirement applies to the Third Closing or the Optional Fourth Closing, or both, the ambiguity may be resolved by the Director of DCED in his discretion, exercised in good faith.
- (C) <u>Bifurcation of Contingency for City's Satisfaction with Due Diligence Investigations</u>. Section 1(B) of the Agreement is hereby deleted and the following is hereby inserted in its place:
  - Contingency for City's Satisfaction with Due Diligence Investigations. All B. reports and the like obtained by Developer from third parties and delivered to the City shall be recent (i.e., prepared or updated, as the case may be, within three (3) months preceding the date that the item is delivered to the City) and shall be prepared by properly licensed and qualified companies or individuals acceptable to the City. In addition to the above due diligence items, Developer and the City may conduct whatever additional investigations concerning the Project, the Phase IIA Project, and the Phase IIB Project as they deem necessary, including without limitation investigations into the feasibility and likelihood of Developer obtaining all building, zoning and other approvals from the Department of Buildings and Inspections, the City Planning Commission, and any other applicable City departments, agencies or boards. If, during or at the conclusion of the due diligence investigations, either party determines, in good faith and based upon its due diligence, that the Project, the Phase IIA Project, or the Phase IIB Project, as applicable (but not, for the avoidance of doubt, the North Sierra Project) is not feasible or desirable, or if Developer has been unable to obtain the items in Section 1(A) above or satisfy itself that it will obtain all permits or approvals for the Project, the Phase IIA Project, or the Phase IIB Project, as applicable (but not, for the avoidance of doubt, the North Sierra Project), approval of the Initial TIF Ordinance, the Second TIF Ordinance, or the Third TIF Ordinance, as applicable, or approval of plans or specifications for the Project, the Phase IIA Project, the Phase IIB Project, as applicable (but not, for the avoidance of doubt, the North Sierra Project), then,

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notwithstanding anything in this Agreement to the contrary, such party may terminate this Agreement by giving the other party written notice thereof, whereupon this Agreement shall terminate and neither party shall thereafter have any rights or obligations hereunder; provided, for the avoidance of doubt, that Developer shall, if requested by the City in writing and accompanied by the City's agreement to pay the sum of \$212,621.87 for such reconveyance (representing Developer's unreimbursed out-of-pocket acquisition costs and expenses for the acquisition of such property), convey to the City the property at 5911-5913 Madison Road by limited warranty deed. Notwithstanding Section 9 hereof, unless otherwise directed by the DCED Director, Developer shall deliver all due diligence materials to be provided by Developer to the City under this Agreement to the DCED Director (for review by DCED and other City departments as deemed necessary or appropriate by DCED) and shall generally coordinate all aspects of the Project (as they relate to the City) through DCED. Upon the Third Closing, the termination rights of the parties under this paragraph 1(B) shall automatically terminate and cease.

- Note in the Agreement are hereby amended to include the Phase IIA Note and the Phase IIB Note and the term Phase II Note in the Second Amendment is hereby amended and restated to the Phase IIA Note and the Phase IIB Note. Notwithstanding anything to the contrary in the Agreement, the parties agree that references to the "Service Agreement" in the Agreement shall collectively refer to (i) a Service Agreement pertaining to the Project Property (other than 5900 Madison and the 5105 Whetsel Avenue Parking Property) pursuant to the Initial TIF Ordinance to be executed by Developer's Eligible Affiliate and assignee Madisonville Phase I LLC in substantially the form of Exhibit N (Form of Project Service Agreement) to the First Amendment, (ii) a Service Agreement pertaining to the Phase IIA Property pursuant to the Second TIF Ordinance to be executed by Developer's Eligible Affiliate and assignee Madisonville Phase II LLC in substantially the form of Exhibit N-1 (Form of Phase IIA Project Service Agreement) to the Second Amendment, and (iii) a Service Agreement pertaining to the Phase IIB Property in accordance with the Third TIF Ordinance to be executed by Developer's Eligible Affiliate and assignee Madisonville Phase III LLC in substantially the form of Exhibit N-2 (Form of Phase IIB Project Service Agreement) hereto. As of the Effective Date, the parties do not anticipate any tax increment financing related to the North Sierra Project.
- Participation of Port Authority. To facilitate the financing of a portion of the costs of the Phase IIB Project, the Port Authority may issue one or more series of bonds (the "Phase IIB Bonds") secured by a portion of the Service Payments actually received by the City pursuant to the Third TIF Ordinance and the applicable Service Agreement (all of such Service Payments, the "Phase IIB Service Payments") and, to the extent Phase IIB Service Payments are insufficient to pay principal, interest and administrative fees and expenses on the Phase IIB Bonds, minimum service payments (the "Phase IIB Minimum Service Payments"). The Phase IIB Project Service Agreement will memorialize the obligation to pay the Phase IIB Service Payments, and the Phase IIB Minimum Service Payments will be secured by a mortgage and declaration of covenants and restrictions made by the Phase IIB Developer on behalf of itself and future owners of the Phase IIB Property (the "Phase IIB Declaration"). The lien of the Phase IIB Declaration will be a first priority lien with priority over the liens of the Phase IIB Senior Mortgages (as hereinafter defined) as well as the City's Phase IIB Mortgage (defined herein). In addition to issuing the Phase IIB Bonds, the Port Authority will cooperate with the Phase IIB Developer or its designee to undertake a capital lease transaction pursuant to which the Port Authority will (i) enter into a ground lease for the Phase IIB Property with the Phase IIB Developer, (ii) enter into a project lease and construction manager at-risk agreement with the Phase IIB Developer pursuant to which the Phase IIB Developer will construct the Phase IIB Project on the Phase IIB Property, and (iii) issue one or more series of lease revenue bonds to finance a portion of the costs of the Phase IIB Project (collectively, the "Phase IIB Port Lease Bond Transaction"). The City hereby consents to the Phase IIB Port Lease Bond Transaction and acknowledges that the Phase IIB Port Lease Bond Transaction is not the transaction contemplated by Section 12(A)(i) of the Original Agreement and is not subject to the terms thereof, regardless of any of the provisions of the Agreement, as amended by this Amendment, to the contrary.
- 3. <u>INITIAL CLOSING, SECOND CLOSING, THIRD CLOSING AND OPTIONAL FOURTH</u>

  <u>CLOSING.</u> Notwithstanding anything to the contrary in Section 2 (*Closing*) of the Original Agreement and Section 3 of the First Amendment and the Second Amendment, the term "Closing" in the Agreement shall

refer (i) to the "Initial Closing" with respect to the Project to be developed upon the Project Property, (ii) to the "Second Closing" with respect to the Phase IIA Project to be developed upon the Phase IIA Property, (iii) to the "Third Closing" with respect to the Phase IIB Project to be developed upon the Phase IIB Property, and (iv) to the extent that the "Optional Fourth Closing" does occur with respect to the North Sierra Properties and the yet to be determined scope, if any, of the Phase IIB Project upon such Phase IIB Property, the term "Closing" shall refer to such Optional Third Closing, and shall proceed as follows:

(A) <u>Initial Closing and Second Closing</u>. As of the Effective Date, the Initial Closing and the Second Closing occurred in accordance with the terms and conditions in the Agreement.

#### (B) Third Closing.

- (i) <u>Generally</u>. Provided that Developer has complied with all terms and conditions of the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, this Amendment and the other Project Documents and the Agreement has not been terminated in accordance with Section 1(B) of the Agreement, the closing of the transactions described in this Section 3(B) (the "**Third Closing**") shall take place on such date as the parties agree upon, provided that such date shall be no later than September 30, 2020 (the "**Third Closing Date**").
- (ii) <u>Contingencies</u>. The occurrence of the Third Closing is subject to (a) the parties' satisfaction with the various due diligence matters described in this Amendment, and the Agreement with respect to the Phase IIB Project and the Phase IIB Property and (b) the execution and delivery of the Phase IIA Note, the Phase IIB Completion Guaranty, the Phase IIB Note, a Mortgage applicable to the Phase IIB Property securing the Phase IIB Note, the City Phase IIB Quitclaim Deed (as defined below) to Phase IIB Developer with respect to the City Phase IIB Property, the Indemnity Agreement (except that if subsequent indemnity agreements would be required under the terms of the Agreement as a result of additional guarantor entities with respect to the financing of the Phase IIB Project, such additional agreements are not required to be executed prior to the Third Closing), in each case on or prior to the Third Closing Date.
- Third Closing Transactions. On the Third Closing Date, (a) the City shall convey all City Phase IIB Property that it owns to Phase IIB Developer by a Quitclaim Deed in the form required by the Agreement for \$0.00 (provided that since there is no Repurchase Property, the paragraph in the form deed relating to Repurchase Property shall be deleted), and (b) Phase IIB Developer shall execute and deliver a Mortgage securing the Phase IIB Note (the "City's Phase IIB Mortgage") with respect to all the Phase IIB Property it owns to the City. On or prior to the Third Closing Date, and notwithstanding anything to the contrary in the Agreement, Developer represents and warrants to the City that no mortgages or other security instruments with respect to the Phase IIB Property will be recorded prior to the City's Phase IIB Mortgage, including, the Phase IIB Declaration, any mortgage which may be required by the Port Authority pursuant to its involvement in this transaction with respect to the issuance of the Phase IIB Bonds to finance Phase IIB Project, any mortgage securing any loan funded through a new market tax credit structure, and the First Financial Bank's mortgage filed to secure First Financial Bank's financing for the Phase IIB Project, which mortgage shall also secure the repayment of the Port Authority's lease revenue bonds (collectively, the "Phase IIB Senior Mortgages"). To the extent the Third Closing Date occurs prior to the closing date for the senior financing and the Phase IIB Bonds (the "Phase IIB Senior Financing Closing Date"), on the Phase IIB Senior Financing Closing Date, the City agrees to enter into a subordination agreement subordinating the lien of the City's Phase IIB Mortgage to the liens of the Service Agreement, Phase IIB Declaration and the Phase IIB Senior Mortgages; provided however, if the Phase IIB Senior Financing Closing Date occurs simultaneously with the Third Closing Date, the City agrees to record the City's Phase IIB Mortgage on the Phase IIB Property subsequent to the Service Agreement, Phase IIB Declaration and the Phase IIB Senior Mortgages. Developer shall provide the City with the fully executed Phase I Note and the First Amendment to Mortgage (each as defined in the Second Amendment) no later than the Phase IIB Senior Financing Closing Date. On the Phase IIB Senior Financing Closing Date, the City will release all of its repurchase rights and interests in the instrument filed in OR 13547, Page 2242 et seq. in the Hamilton County, Ohio Records.

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## (C) Optional Fourth Closing.

- (i) <u>Generally.</u> Provided that Developer has complied with all terms and conditions of the Agreement, as amended hereby, and the other Project Documents, and specifically subject to the terms and conditions of Section 2(F) of the Agreement, as amended by this Amendment, the closing of the transactions described in this Section 3(C) (the "Optional Fourth Closing") shall take place no later than March 31, 2021 (the "Optional Fourth Closing Date"). It is the intention of the parties that all of the transactions contemplated by this Section 3(C) will occur on the same date in as immediate of a sequence as is possible on the Optional Fourth Closing Date. Should the Optional Fourth Closing not occur by the Optional Fourth Closing Date, the City shall thereafter no longer be obligated to convey the North Sierra Properties, or any portion thereof, to Developer. Additionally, to the extent that the Optional Fourth Closing does occur with respect to only a portion of the North Sierra Properties, the City shall thereafter no longer be obligated to convey the North Sierra Properties, or any portion thereof, to Developer.
- (ii) <u>Contingencies</u>. The occurrence of the Optional Fourth Closing is subject to (a) the parties' satisfaction with the various due diligence matters described in the Agreement, as amended hereby, with respect to the North Sierra Project and the North Sierra Properties, (b) the City's review and approval of detailed plans and specifications with respect to the North Sierra Project, and the parties' negotiation and execution of a binding written agreement or agreements, or Amendment or Addendum to the Agreement (with such terms and conditions as the City and Developer mutually agree) providing for the completion of the North Sierra Project, (c) the execution and delivery of the applicable Guaranty, and (d) the occurrence of Developer's closing with its Lender, on or prior to the Optional Fourth Closing Date, on financing that is sufficient to complete the North Sierra Project.
- (iii) Optional Fourth Closing Transactions. On the Optional Fourth Closing Date, the City shall convey all North Sierra Properties that it owns, or such portion thereof as negotiated with Developer and as to be include in the North Sierra Project, to Developer by a *Quitclaim Deed* in the form required by the Agreement for \$0.00.
- (D) <u>Closings Generally</u>. All terms and conditions of the Original Agreement, the First Amendment, the Second Amendment and the Third Amendment applicable to the Closing (including, without limitation, Developer's obligation to pay all closing costs) remain in full force and effect, except as expressly amended hereby or inconsistent with the provisions herein.
- **4.** <u>DEVELOPER'S RIGHT TO SUBMIT DEVELOPMENT PROPOSAL FOR NORTH SIERRA</u> <u>PROJECT</u>. Section 2(F) of the Agreement is hereby amended and restated in its entirety as follows:
  - (F) <u>Developer's Right to Submit Phase IIB Project Proposal for Future Development of Phase IIB Property and North Sierra Project Proposal for Future Development on North Sierra Properties.</u>
  - (i) Developer has submitted a development proposal with respect to the Phase IIB Property that the City desires to accept and that the parties have memorialized in the Fourth Amendment. The Closing with respect to the Phase IIB Project will take place in accordance with the terms and conditions of this Agreement and the Fourth Amendment.
  - (ii) The parties acknowledge that Developer is also interested in acquiring and developing the North Sierra Properties. Provided that (a) the Third Closing occurs on or before September 30, 2020, (b) the Financial Closing occurs on or before the date that is 60 days after the Third Closing Date, and (c) Developer commences construction of the Phase IIB Project within thirty (30) days of the date of the Financial Closing (as evidenced by both (1) the City's Department of Buildings and Inspections issuing a cut and fill permit on or before such date for the entire Phase IIB Project, and (2) commencement of on-site construction of the Phase IIB Project and the related recordation of the applicable Notice of Commencement), for so long as Developer is not in default under this Agreement, the First Amendment, the Second Amendment, the Third Amendment, or the Fourth

Amendment, after the giving of any notice and the expiration of any cure period, the City agrees that, for a period starting on the date hereof and ending on March 31, 2021 (the "Option Period"), the City will not sell the North Sierra Properties to a third party and will entertain, in good faith, a development proposal from Developer. If, prior to March 1, 2021, Developer timely submits a detailed development proposal for the North Sierra Properties. or some portion thereof, to DCED which DCED determines to be feasible, including without limitation a Site Plan, Budget, Scope of Work, and evidence of financing, and such other materials as DCED may require (the "Development Proposal"), and DCED, in its sole discretion, approves of the same, the City agrees to sell the North Sierra Properties to Developer, for a purchase price of \$0.00. The closing on such North Sierra Properties shall take place in accordance with the terms described herein, and also in accordance with such terms described in a future agreement between the City and Developer memorializing the terms and conditions related to the North Sierra Project, no later than March 31, 2021. Should the Optional Fourth Closing not occur by the end of the Option Period, the City shall thereafter no longer be obligated to convey the North Sierra Properties, or any portion thereof, to Developer. Additionally, to the extent that the Optional Fourth Closing does occur prior to the end of the Option Period with respect to only a portion of the North Sierra Properties, the City shall thereafter no longer be obligated to convey the remainder of such North Sierra Properties, or any portion thereof, to Developer. At the Closing, the City shall convey title to the North Sierra Properties, or the relevant portion thereof, to Developer by recordable quit claim deed, which shall create necessary utility easements and address the other conditions of such sale, if any, as set forth in the applicable Coordinated Report. The Closing shall take place at City Hall. Developer shall pay all costs associated with the Closing, including without limitation all transfer and recording fees, settlement fees, and the cost of title work obtained by Developer. There shall be no proration of real estate taxes or any other prorations as of the date of Closing, and from and after the Closing, Developer shall be solely responsible for the payment of all real estate tax bills, utility bills and all other bills for operating costs associated with the North Sierra Properties that become due following the date of Closing, regardless of the period to which such bills relate. The City shall not be obligated to pay or incur any costs of any kind associated with the Closing. At the Closing, the parties shall execute a customary settlement statement and other customary closing documents; provided however that the City shall not be required to execute a title affidavit or the like. To the extent the terms of this clause and the terms of the Optional Fourth Closing are in conflict, the terms of this clause shall control.

- **5.** <u>CITY'S FUNDING ASSISTANCE</u>; <u>CITY ASSISTANCE</u>. Section 6(B) of the Agreement is hereby replaced in its entirety with the following:
  - (B) Grant of TIF District Funds for Right-of-Way Public Infrastructure Improvements. Provided that Developer is not in breach of any Project Document, the City shall provide a grant to Developer (the Phase I Grant, the Phase IIA Grant, the Phase IIB Grant (each as defined below) are collectively, the "Grant"; and, together with the Loan, collectively the "Funds"), up to (i) an amount of \$2,000,000 from the TIF District Fund (the "Phase I Grant"), on a reimbursement basis, concurrently with the construction of the Right-of-Way Public Infrastructure Improvements, with respect to hard costs and expenses actually incurred and paid by Developer in respect of the Right-of-Way Public Infrastructure Improvements, and only for such costs that are eligible for reimbursement pursuant to Ohio law, so long as the Closing with respect to the Project has occurred, (ii) an amount of \$500,000 from the TIF District Fund (the "Phase IIA Grant"), on a reimbursement basis, concurrently with the construction of the Phase IIA Right-of-Way Public Infrastructure Improvements, with respect to hard costs and expenses actually incurred and paid by Developer in respect of such Phase IIA Right-of-Way Public Infrastructure Improvements and only for such costs that are eligible for reimbursement pursuant to Ohio law, so long as the Closing with respect to the Phase IIA Project has occurred, and (iii) an amount of \$950,000 from the TIF District Fund (the "Phase IIB Grant"), on a reimbursement basis, concurrently with the construction of the Phase IIB Right-of-Way Public Infrastructure

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Improvements, with respect to costs and expenses as identified on <u>Exhibit C-3</u> to the Fourth Amendment actually incurred and paid by Developer in respect of such Phase IIB Right-of-Way Public Infrastructure Improvements and only for such costs that are eligible for reimbursement pursuant to Ohio law, so long as the Closing with respect to the Phase IIB Project has occurred. The Phase I Grant, the Phase IIA Grant, and the Phase IIB Grant shall be disbursed in accordance with <u>Exhibit G-2</u>. For the avoidance of doubt, if Developer is in breach of any of the Project Documents but cures such breach within any applicable cure periods, Developer shall be entitled to any disbursements of the Grant it would otherwise be entitled to hereunder following such cure.

- PREPARATION OF PLANS AND SPECIFICATIONS; OBTAINING AND APPROVING CONSTRUCTION BIDS; CONSTRUCTION. It is understood and acknowledged that all deadlines applicable to the "Project" determined with reference to the "Closing" in Sections 3, 4 and 5 of the Original Agreement shall be deemed to apply to the Project, determined with respect to the Initial Closing, the Phase IIA Project, determined with respect to the Second Closing, the Phase IIB Project, determined with respect to the Third Closing, and the North Sierra Project, determined with respect to the Optional Fourth Closing. For example, Section 5's requirement that Developer commence construction of the Project within 3 months of the Closing Date shall be understood to mean that (i) Developer shall commence construction of the Project within 3 months following the Initial Closing Date (which has occurred), (ii) Developer shall commence construction of the Phase IIA Project within 3 months following the Second Closing Date (which has occurred), (iii) Developer shall commence construction of the Phase IIB Project within 3 months following the Third Closing Date, and so forth. Notwithstanding the foregoing, in order to exercise right to purchase the North Sierra Properties contemplated in Section 2(F) of the Agreement, as amended by this Amendment, Developer must commence construction on the Phase IIB Project in accordance with the terms of Section 2(F) of the Agreement, as amended by this Amendment. For the avoidance of doubt, the Phase IIA Right-of-Way Public Infrastructure Improvements and the Phase IIB Right-of-Way Public Infrastructure Improvements constitute "Right-of-Way Public Infrastructure Improvements" and "Public Infrastructure Improvements" for the purposes of the Agreement.
- 7. <u>LENDER</u>. For purposes of Section 12(A)(v)(a) and (b) of the Agreement, (i) the Port Authority and the trustee for the Phase IIB Bonds (the "**Phase IIB Trustee**") shall have all rights of a Lender thereunder with respect to the Phase IIB Declaration and (ii) First Financial Bank shall have all rights of Lender thereunder with respect to its mortgage related to the financing for the Phase IIB Project.
- PHASE IIB PROJECT TIF. During the thirty (30) year exemption period granted pursuant to the Third TIF Ordinance (the "Phase IIB Project TIF Exemption"), the City will assign up to seventy percent (70%) of the Phase IIB Service Payments it actually receives from the Hamilton County Treasurer to the Port Authority to secure the Phase IIB Bonds (such assigned amount representing the Service Payments paid by the owners of the Phase IIB Property net of auditor's fees, less (i) School Board compensation payments and (ii) City Retained Service Payments (defined below), the "Phase IIB Assigned Service Payments"). During the term of the Phase IIB Bonds, the City will transfer all or a portion of the Phase IIB Assigned Service Payments as Scheduled Transfer Amounts (defined below) semiannually to the Phase IIB Trustee in an amount equal to (i) the principal, interest and administrative fees and expenses on the Phase IIB Bonds and (ii) the amount, if any, necessary to replenish any debt service reserve fund created under the applicable indenture (together, items (i) and (ii) shall constitute "Phase IIB Scheduled Transfer Amounts"); provided that any Phase IIB Scheduled Transfer Amounts transferred to the Phase IIB Trustee and not used for the foregoing purposes shall be returned to the City and used by the City for any lawful purpose under the Ohio Revised Code; and provided further that, with respect to the total payments of Phase IIB Scheduled Transfer Amounts made by the City in any calendar year, the City shall in no event be required to transfer as Phase IIB Scheduled Transfer Amounts an amount greater than the aggregate amount of (i) Phase IIB Assigned Service Payments, and (ii) Phase IIB Minimum Service Payments received by the City, if any, in such calendar year. During the Phase IIB Project TIF Exemption, the City will retain 5% of the Phase IIB Service Payments (the "City Retained Service Payments"). The City will use such City Retained Service Payments to fund the ongoing maintenance and programming of the public plaza in the SE Block (the "Public Plaza") and intends to enter into a management agreement with a third-party non-profit, Developer, Phase IIB Developer, and Phase IIB Guarantor for the management and maintenance of the Public Plaza (the "Public Plaza Management Agreement"). The parties will execute the Public Plaza Management Agreement no later than March 1, 2022.

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25% of the Phase IIB Service Payments shall be paid to the School Board. The City's funding commitment pursuant to this Section shall be subject to and contingent upon, without limitation, the execution and continued effectiveness of this Amendment, a Cooperative Agreement by and among the City, the Port Authority, and Phase IIB Developer or other affiliate of the Developer, and acknowledged by the Phase IIB Trustee (the "Phase IIB Cooperative Agreement"), and the applicable Service Agreement. To the extent the amount of Phase IIB Service Payments available to be transferred as Scheduled Transfer Amounts are insufficient to pay principal, interest and administrative fees and expenses on the Phase IIB Bonds, such shortfall shall be the sole responsibility of Developer, or Phase IIB Developer upon assignment to Phase IIB Developer. As between the City and Developer, and except for the City's agreement to assign the Phase IIB Service Payments to the Port Authority and the Phase IIB Grant, Developer, or Phase IIB Developer upon assignment to Phase IIB Developer, shall be solely responsible for all costs associated with the Phase IIB Project.

- 9. CHANGES TO CITY FUNDING. Other than as described in Sections 5 and 8 of this Amendment, nothing in this Amendment does, or is intended to, modify the financial support and other assistance the City is providing as described in Section 5 (City's Funding Commitment; Other City Assistance) of the Agreement. Prior to the Effective Date, the City passed the Third TIF Ordinance and intends to enter into, subject to the will and approval of City Council, a separate Service Agreement and Cooperative Agreement with respect to the Third TIF Ordinance so as to facilitate separate financing arrangements for the Phase IIB Project. The City and Developer acknowledge and agree, as of the Effective Date, the parties do not intend to pursue a tax increment financing exemption for the North Sierra Properties. The City acknowledges that Developer intends to undertake the Phase IIB Right-of-Way Public Infrastructure Improvements as a part of, and on the same timeline as, the Phase IIB Project, and the City is agreeable to the same. Nonetheless, consistent with Exhibit G-2 (Revised Disbursement of Funds) of the Agreement, the City shall not be obligated to release the retainage with respect to the Phase IIB Grant until the entire Phase IIB Project, including the Phase IIB Right-of-Way Public Infrastructure Improvements, are completed.
- PUBLIC PLAZA. As part of the Phase IIB Project, Developer, or upon the assignment contemplated hereunder, Phase IIB Developer, is constructing the Public Plaza. The Public Plaza will remain open to the public during the period of the Phase IIB Project TIF upon completion of its construction and the construction of the Phase IIB Project. The City's Deed for the conveyance of the Phase IIB Property will memorialize a permanent, non-exclusive easement for the general public's access to the Public Plaza and for the future manager pursuant to the Public Plaza Management Agreement to maintain and program the Public Plaza, in addition to any necessary Coordinated Report conditions (the "City Phase IIB Quitclaim Deed"). The form of the City Phase IIB Quitclaim Deed is attached hereto as Exhibit I-3 (Form of City Phase IIB Quitclaim Deed). Any reference to the City Deed shall be deemed to include a reference to the City Phase IIB Quitclaim Deed, as applicable. The City will contribute to Developer, Phase IIB Developer, and Phase IIB Guarantor, as applicable, the City Retained Service Payments prior to the execution of the Public Plaza Management Agreement, on a reimbursement basis following written request and invoices substantiating such costs. Following the execution of the Public Plaza Management Agreement, the City will provide the City Retained Service Payments in accordance with such Public Plaza Management Agreement. Until such time as the Public Plaza Management Agreement is executed, (i) Developer, Phase IIB Developer, and Phase IIB Guarantor are solely responsible for the maintenance and management of the Public Plaza in accordance with the terms of the Phase IIB Completion Guaranty and this Amendment, (ii) in the event that the maintenance costs related to the Public Plaza exceed the City Retained Service Payments, Developer, Phase IIB Developer and Phase IIB Guarantor are solely responsible for any such excess cost and the City will not provide any additional funding beyond the City Retained Service Payments for any costs, and (iii) no public events shall be held on the Public Plaza. Upon the execution of the Public Plaza Management Agreement, the Public Plaza Management Agreement constitutes a Project Document for the purposes of the Agreement. Developer and Phase IIB Developer, as applicable, each further acknowledges and agrees that the City's obligation to make any payment of Phase IIB Grant hereunder for the costs of the Public Plaza is conditional upon the legality of the same, and that the City shall be under no obligation to make payments of Phase IIB Grant in respect of the TIF District that are otherwise eligible to be reimbursed hereunder if the Public Plaza does not constitute "public infrastructure improvements" as defined in Ohio Revised Code § 5709.40. Phase IIB Developer is permitted to convey the Public Plaza to an Eligible Affiliate provided that (a) the City review and approve the form of deed to convey the Public Plaza to ensure it does not interfere with any of the City's rights pursuant to the City Phase

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IIB Quitclaim Deed and (ii) Phase IIB Developer assigns and the Eligible Affiliate assumes any and all rights and obligations of Phase IIB Developer to maintain and program the Public Plaza.

- NO CROSS DEFAULTS; TRANSFERS. (A) Notwithstanding anything to the contrary in the 11. Agreement, as amended hereby, (i) Phase I Developer shall only be responsible under the Agreement, as amended hereby, for the obligations pertaining to the Project and the Project Property and is in no event responsible for the Phase II Project or the Phase II Property, (ii) Phase IIA Developer shall only be responsible under the Agreement, as amended hereby, for the obligations pertaining to the Phase IIA Project and the Phase IIA Property and is in no event responsible for the Project, the Phase IIB Project, the North Sierra Project, the Project Property, the Phase IIB Property, or the North Sierra Properties, and (iii) after giving effect to the assignment contemplated hereunder, Developer shall only be responsible under the Agreement, as amended hereby, for the obligations pertaining to the Phase IIB Project and the Phase IIB Property and is in no event responsible for the Project, the Phase IIA Project, the Project Property or the Phase IIB Property. For the avoidance of doubt. (a) no event of default under the Agreement, as amended hereby, by Phase I Developer. Phase IIA Developer, Phase IIB Developer or Developer which relates to the Project, the Phase IIA Project or the Phase IIB Project, shall impact the rights and interests of the Companies with respect to the Project, the Phase IIA Project or the Phase IIB Project to which the event of default does not relate, and (b) to the extent that Developer in its capacity as Guarantor executes a guaranty with respect to the Project, the Phase IIA Project, and/or the Phase IIB Project, Developer is obligated with respect to the Project, the Phase IIA Project, and/or the Phase IIB Project only to the extent of the Initial Completion Guaranty, the Phase IIA Completion Guaranty, and the Phase IIB Completion Guaranty.
- (B) In the event the City consents to a transfer in accordance with Section 12(a)(iv) of the Original Agreement, the City will (i) take such steps as reasonably necessary to memorialize such consent and (ii) execute an estoppel certificate in form and substance acceptable to the City, Developer (or any of its Eligible Affiliates, as applicable) and the proposed transferee.
- 12. PREVAILING WAGE DETERMINATION. The prevailing wage determination attached as Addendum I to Exhibit M of the Agreement is hereby supplemented with the prevailing wage determination attached hereto with respect to the Phase IIB Project as Phase IIB Addendum I to Exhibit M (Phase IIB Project Prevailing Wage Determination).
- 13. ENTIRE AGREEMENT; INCONSISTENCIES. This Amendment, the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, and the other Project Documents contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof. In the event of any conflicts or inconsistencies between this Amendment and the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, or any other Project Document, the applicable terms and conditions of this Amendment shall control.
- 14. <u>REPRESENTATIONS AND WARRANTIES</u>. Each of Developer, Phase I Developer, Phase IIA Developer, and Phase IIB Developer hereby (i) represents and warrants to the City that no circumstance which would, through the passage of time, the provision of notice, or otherwise, constitute an event of default has occurred or is continuing under the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, or this Amendment, and (ii) remakes each and every representation and warranty to the City in the Original Agreement, the First Amendment, the Second Amendment, and the Third Amendment as of the Effective Date of this Amendment.
- **15. REAFFIRMATION.** The Companies hereby expressly reaffirm all terms and conditions (except as amended by this Amendment) of the Original Agreement, the First Amendment, the Second Amendment, and the Third Amendment, which remain in full force and effect in all respects.
- **16.** <u>WAIVER</u>. In consideration of the City's execution of this Amendment, the Companies hereby waive any and all defaults or failures on the part of the City to observe or perform the City's obligations under the Original Agreement, the First Amendment, the Second Amendment, or the Third

Amendment to the extent any such default or failure occurred on or prior to the Effective Date of this Amendment.

- 17. PARTIAL ASSIGNMENT. Without limiting the terms of Section 12(A)(iii) of the Agreement, the City acknowledges and consents to Developer assigning its rights and interests under the Agreement, as amended hereby relating to the Phase IIB Project, to the Phase IIB Developer, an Eligible Affiliate, pursuant to an assignment in the form of Schedule 12, attached hereto and made a part hereof. Additionally, without otherwise limiting the terms of Section 12(A)(iii) of the Agreement, for purposes of interpreting such section and for those purposes only, the term Closing as found in such section shall be interpreted to apply separately to each the Project, the Phase IIA Project, the Phase IIB Project, and the North Sierra Project such that Developer retains the same rights regarding assignment to an Eligible Affiliate, in accordance with the terms of the Agreement, as amended, and pursuant to Schedule 12 (Form of Phase IIB Assignment) attached hereto, prior to the Optional Fourth Closing on the North Sierra Property. The parties acknowledge that all rights, title, interests, obligations, and duties of Developer to the Project were assigned to Phase II Developer.
- **18. EXHIBITS**. The following exhibits are hereby incorporated by reference and made a part hereof:

<u>Exhibit A-3</u> - Amended Site Plan – Breakdown of Project Property, Phase IIA Property, Phase IIB Property, and North Sierra Properties

<u>Exhibit B-3</u> - Phase IIB Project Scope of Work – Phase IIB Right-of-Way Public Infrastructure Improvements; Private Improvements

Exhibit C-3 - Phase IIB Budget and Sources of Funds

Exhibit D-1 - Form of Phase IIB Completion Guaranty

Exhibit F-4 - Form of Phase IIA Amended and Restated Promissory Note

Exhibit F-5 - Form of Phase IIB Amended and Restated Promissory Note

Exhibit G-2 - Revised Disbursement of Funds

Exhibit I-3 - Form of City Phase IIB Quitclaim Deed

Phase IIB Addendum I to Exhibit M - Phase IIB Project Prevailing Wage Determination

Exhibit N-2 - Form of Phase IIB Project Service Agreement

Schedule 12 - Form of Phase IIB Assignment

[Signature Page Follows]

This Amendment is executed by the parties on the dates indicated below, to be effective as of the Effective Date.

ACKERMANN ENTERPRISES, INC.		
By:		
Printed name:		
Title:		
Date:, 2020		
MADISONVILLE PHASE I LLC		
By:		
Printed name:		
Title:		
Date:, 2020		
MADISONVILLE PHASE II LLC		
By:		
Printed name:		
Title:		
Date:, 2020		
MADISONVILLE PHASE III LLC		
By:		
Printed name:		
Title:		
Date: 2020		

# **CITY OF CINCINNATI**

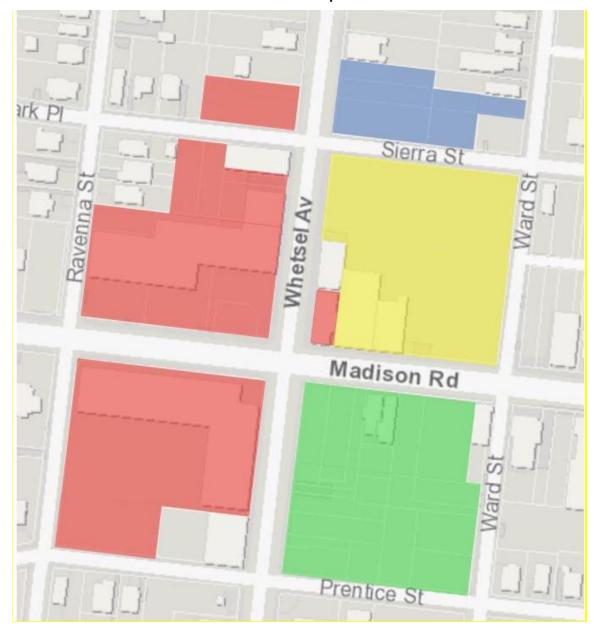
Ву:
Paula Boggs Muething, Interim City Manager
Date:, 2020
Approved as to Form:
Assistant City Solicitor
Certified Date:
Fund/Code:
Amount:
Ву:
Karen Alder, City Finance Director

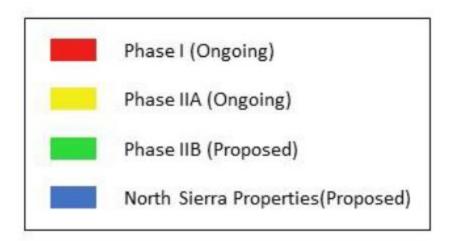
# Exhibit A-3

to

Fourth Amendment to Funding, Acquisition and Development Agreement

# Amended Site Plan – Breakdown of Project Property, Phase IIA Property, Phase IIB Property, and North Sierra Properties





## Exhibit B-3

to

Fourth Amendment to Funding, Acquisition and Development Agreement

## **Phase IIB Private Improvements**

The Private Improvements included in the Phase IIB Project will include the following:

#### Residential

- Approximately 92 Residential Apartments including a mix of Studio and One-Bedroom units
- Approximately 94 Car Surface Parking Lot
- 1,000 square feet Apartment Lobby

#### Commercial

 Approximately 18,900 leasable square feet of new construction commercial/office including tenant improvements

### Site Improvements

All site improvements beyond what may be funded by public TIF dollars

## Phase IIB Right-of-Way Public Infrastructure Improvements

Public streetscape improvements for the block area of Madison Road, Whetsel Avenue, Prentice Street & Ward Street including, but not limited to:

- Curbs and sidewalks, as necessary
- Storm drainage and other public utility improvements, as necessary
- Paving resurfacing, as necessary
- Street trees
- Street lighting, including decorative post lighting
- Site furnishings
- Public Plaza

The Phase IIB Right-of-Way Public Infrastructure Improvements do not include, as determined by the City in good faith, (i) any improvements unrelated to the right-of-way or the Public Plaza, (ii) any improvements that primarily benefit the Project Property, and (iii) any improvements that are ineligible for reimbursement pursuant to Ohio Revised Code Section 5709.40

Exhibit C-3

to

# Fourth Amendment to Funding, Acquisition and Development Agreement Phase IIB Budget and Sources of Funds

Funding Sources		
Sponsor Equity		3,500,000
OZ Fund Preferred Equity		1
Mortgage		12,800,000
District TIF (Public Improvements)		950,000
Federal NMTC Equity		2,589,600
State NMTC Equity		650,000
Project TIF		3,508,497
Gap Financing		31,997
Total Sources		24,030,095
Uses of Funds		
Land Acquisition		-
Construction Costs		17,381,785
Public Use Costs		
Civil/Engineering	17,500	
Landscape Design	15,000	
Mobilization and General Conditior	10,000	
Whetsel Plaza	235,719	
Electric - Plaza Lighting & Design	30,000	
Prentice Curb and Walk	60,000	
Prentice Angled Parking	88,000	
Ward Curb and Walk	90,000	
Ward Water Main	175,000	
Bond Cost	20,400	
Erosion Control and Maintenance	1,000	
Landscaping	15,000	
Permit & Fees Allowance	10,000	
Public FF&E	50,000	
Construction Fee - 6.56%	50,174	
Contingency - 10%	82,207	950,000
Development Soft Costs		5,698,310
Total Uses		24,030,095

# Exhibit D-1

to

Fourth Amendment to Funding, Acquisition and Development Agreement [TO BE ATTACHED TO EXECUTION VERSION]

### Exhibit F-4

tc

Fourth Amendment to Funding, Acquisition and Development Agreement

## Form of Phase IIA Amended and Restated Promissory Note

\$[187,502.78]	Date:, 202	20
	(the "Effective Date	e"
	Cincinnati Oh	٦ic

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to the order of the CITY OF CINCINNATI, an Ohio municipal corporation, the address of which for purposes of this Note is 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202; Attention: Director, Department of Community and Economic Development (the "City"), the sum specified below together with interest thereon and upon the following terms and conditions. This Phase IIA Amended and Restated Promissory Note (this "Note") evidences Developer's obligation to repay the Loan, as defined in that certain Funding, Acquisition and Development Agreement entered into by and between the City and Borrower as of October 6, 2016, as amended (the "Development Agreement"). Capitalized terms used, but not defined, herein shall have the meanings ascribed thereto in the Development Agreement.

- 1. Amount. [The maximum principal amount of the Loan is One Hundred Eighty-Seven Thousand Five Hundred Two and 78/100 Dollars (\$187,502.78). The actual principal amount of the loan evidenced hereby shall equal the sum of \$182,500 representing the fair market value of the Phase IIA Property as of the date of the Original Note that the City has agreed to convey to Developer and \$5,002.78 representing a portion of the holding and legal costs related to the Phase IIA Property, pursuant to the terms of the Development Agreement (collectively, the "**Principal Amount**")].
- 2. <u>Interest Rate</u>. Interest shall accrue on the Principal Amount at a fixed rate of <u>1.50</u>% per annum. Interest on the Principal Amount shall commence on the date of disbursement.
- 3. <u>Payments; Late Charge; Maturity Date</u>. The Principal Amount, together with interest on the unpaid principal balance at the rate described above, compounded annually, shall be repayable as follows:
  - (i) Annual Payments; Sale Payment.
    - a. Beginning with the first April 1 following completion of construction (as evidenced by the issuance of a certificate of occupancy with respect to any portion of the Project) (the "Commencement Date"), and thereafter on each April 1 (or the first succeeding business day thereafter) through, and including, the Maturity Date (as defined below), Borrower shall make annual loan payments of principal and interest, in arrears, in amounts equal to the Annual Payment Amount (as defined below). To the extent the Annual Payment Amount for an applicable calendar year is less than the amount of interest accrued in such year, such accrued interest shall capitalize and be added to the Principal Amount. Any dispute regarding the calculation of the determination of the Annual Payment Amount or Sale Payment Amount (as defined below) in any given year shall be resolved by the written determination of the Director (as defined below), made in good faith, which determination shall be binding and conclusive unless it is determined by a binding, non-appealable adjudication by a court of law with subject matter jurisdiction that the Director's determination is manifestly contrary to the definitions contained in

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- clause (ii) below. Subject to any limitations herein, the Director shall have full discretion to resolve any ambiguities with respect to clause (ii) below in favor of the City, and Borrower expressly waives any canons of contractual interpretation to the contrary.
- b. Concurrently with the closing of a sale of the Project Site (or the portion of the Project Site owned by Borrower and its affiliates), Borrower shall pay the Sale Payment Amount to the order of the City. Borrower shall provide at least 30 days' prior written notice before the closing of such a sale, together with any and all documentation required hereunder or the Development Agreement with respect to the determination of the Sale Payment Amount. Borrower shall promptly provide any additional documentation requested by the City in order to determine the Sale Payment Amount in accordance with clause (iv) below. Borrower acknowledges that the Development Agreement prohibits the sale of all or any portion of the Project Site owned by Borrower and its affiliates without the City's consent (provided in accordance with the Development Agreement).

# (ii) <u>Definitions</u>. As used herein:

- a. "Annual Payment Amount" means (1) the amount by which Net Cash Flow in an applicable calendar year exceeds the amount of Net Cash Flow that would be necessary (if received on an annualized basis) to enable Developer, or its private equity investors, as applicable, to achieve a Cash on Cash Rate of Return of 12%, multiplied by (2) 25%. By way of example of this definition, the Net Cash Flow required to achieve a 12% Cash on Cash Rate of Return would be calculated by 0.12 (Cash on Cash Rate of Return) x \$3,599,035 (the Equity Contribution) or \$431,884.20. If the Net Cash Flow in Year 2 is \$450,000 then the Annual Payment Amount would be (\$450,000 \$431,884.20) x 25% or \$4,528.95.
- b. "Cash on Cash Rate of Return" shall mean the ratio of Net Cash Flow to the Equity Contributions expressed as a percentage.
- c. "**Equity Contributions**" shall mean the initial equity contribution related to the Phase IIA Project of \$3,599,035, and shall exclude any future equity contributions.
- d. "Equity Distributions" shall mean any and all equity distributions made as a result of or in connection with the Phase IIA Project, including, for the avoidance of doubt, any equity distributions made as a result of or in connection with any refinancing of the Phase IIA Project.
- e. "Internal Rate of Return" means, as of the date of any given repayment, the monthly compounded rate at which the present value of all Equity Contributions equals the present value of all Equity Distributions. Internal Rate of Return shall be calculated using the Microsoft Excel XIRR function (or if such program is no longer available, such other similar software program specified by the Director). Borrower shall provide the excel document used to calculate XIRR to the City for review.
- f. "Net Cash Flow" means (1) Net Operating Income in a calendar year, minus (2) any payments of principal and interest with respect to Borrower's construction loan facilities and bank lenders in such calendar year related to the Phase IIA Project.
- g. "Net Operating Income" means, for the applicable calendar year, collected Phase IIA Project revenue minus, in each case with respect to the Phase IIA Project, (1) reasonable and customary expenses relating to salaries, insurance, taxes (including Service Payments), utilities, management fees, administration,

marketing, contract services, repairs, maintenance expenses, replacement reserves (which shall equal a minimum of \$250 per apartment per year and \$0.50 per square foot of commercial/office space per year), capital expenses that exceed available replacement reserves (provided that Borrower may demonstrate annual contributions of at least the minimum amount referred to above to such reserves), and payments of the deferred developer fee included in the final budget for the Phase IIA Project, and (2) other expenses as may be deemed appropriately deducted as determined by the Director of DCED (the "**Director**") in his discretion, exercised in good faith.

- h. "Sale Payment Amount" means (1) the amount by which Sale Proceeds in an applicable calendar year exceeds the amount of Sale Proceeds that would be necessary to enable Developer, or its private equity investors, as applicable, to achieve an Internal Rate of Return of 20%, multiplied by (2) 25%. By way of example of this definition, the Sale Payment Amount required to achieve a 20% Internal Rate of Return would be calculated by setting up an excel sheet where the Equity Contributions are expressed as a negative number in year 0 and all of the Net Cash Flows (less any Annual Payment Amounts) derived by the Developer and any Sale Proceeds previously received by Developer from a partial sale of the Project Site are listed as positive numbers in subsequent years along with the Sale Proceeds in the year in which the Project Site or a portion thereof is sold.
- i. "Sale Proceeds" means the purchase price and any other consideration paid by or on behalf of a purchaser in connection with a sale of all or any portion of the Project Site, less the reasonable, documented expenses of such a sale.
- (iii) <u>Late Charges</u>. A late payment fee equal to five percent (5%) of the annual loan payment, or \$2,500, whichever is greater, shall be due if a required annual payment and corresponding Annual Report (as defined in the Development Agreement) are not received on the due date. If any amount remains unpaid for longer than thirty (30) days past the due date, interest shall accrue on such past due amount at a default rate of 12% per annum. Time is of the essence.
- (iv) <u>Documentation</u>. In addition to the Annual Report described in the Development Agreement, Borrower shall submit such information and documentation as is requested by the City in order to determine the Annual Payment Amount or Sale Payment Amount (including, without limitation, any information and documentation sufficient to calculate Net Operating Income, Net Cash Flow, Sale Proceeds, Internal Rate of Return, and Cash on Cash Rate of Return).
- (v) Forgiveness Prior to Maturity Date. If a sale of the entire (or entire remainder of the) Project Site owned by Borrower or its affiliates (it being understood that the Madison Center Facility is not owned by Borrower or its affiliates for the purposes of this sentence) occurs following Closing, and if Borrower pays to the City the Sale Payment Amount upon the closing of such sale, then any and all outstanding principal and interest hereunder (the "Remaining P&I Obligations") shall be forgiven effective as of the time of the City's receipt of the Sale Payment Amount; provided, however, that to the extent any fees owed to the City under this Note or any other Project Document remain outstanding, such fees shall not be forgiven and shall be immediately due and payable as of the closing of such sale. For the avoidance of doubt, a partial sale of the Project Site will not trigger forgiveness prior to the Maturity Date.
- (vi) <u>Maturity Date; Forgiveness.</u> The Remaining P&I Obligations, together with any outstanding fees, shall be due and payable on the 30<sup>th</sup> anniversary of the Commencement Date (or the next succeeding business day) (the "**Maturity Date**"); *provided, however* that the Remaining P&I Obligations shall not be due and payable and shall instead be forgiven on

the Maturity Date if, and only if, (a) Borrower has promptly and fully made all payments hereunder which were due and owing prior to the Maturity Date (or has remedied any such failures to the satisfaction of the City prior to the Maturity Date in accordance with the Project Documents) and (b) is not otherwise in default under the Development Agreement or any other Project Document. Notwithstanding the foregoing, to the extent any fees remain outstanding, such fees shall not be forgiven even if the Remaining P&I Obligations are forgiven, and any outstanding fees shall be immediately due and payable as of the Maturity Date.

- 4. <u>Due on Transfer or Sale</u>. Notwithstanding the Maturity Date, the remaining principal balance and all accrued but unpaid interest shall become due and payable upon written notice by the City upon Borrower's sale or other transfer of the Project Site or any portion thereof if such sale or transfer occurs prior to the Maturity Date and without the City's consent (as described in Section 12(A)(iv) of the Development Agreement).
- 5. <u>Place of Payment</u>. Payments shall be made to the City at the address set forth in the introductory paragraph of this Note or such other place as the Note holder may designate in writing from time to time. Borrower acknowledges that the City may designate a third party to service the loan.
- 6. <u>Prepayment</u>. Prepayment of the principal due under this Note may be made in whole or in part at any time without premium or penalty. Any such prepayments shall be applied first to late charges, if any, then to accrued interest then due and owing, and then to principal. The making of a prepayment shall not operate to satisfy or waive Borrower's obligation to make annual payments for any particular year under Section 3(i) hereof (including, without limitation, the obligation to make an annual payment with respect to the year in which a prepayment is made).
- 7. <u>Default</u>. Upon any default in the payment of any installment of interest, principal or any other sum when due under this Note after written notice by the City to Borrower and failure to cure by Borrower within 5 days thereafter, the entire principal sum hereof and accrued but unpaid interest hereon may, at the sole option of the holder hereof, be declared to be immediately due and payable, time being of the essence. Failure of the holder hereof to exercise this option in the event of default shall not constitute a waiver of the right of the holder to exercise the same in the event of a subsequent default.
- 8. General Provisions. This Note and any other Project Documents constitute the entire agreement of the parties with respect to the matters described herein and supersede any and all prior communications and agreements between the parties. This Note may be amended only by a written amendment signed by Borrower and the Note holder. This Note shall be governed by the laws of the City of Cincinnati and the State of Ohio. This Note shall be binding upon Borrower and its successors and assigns. If any provision of this Note is determined to be in violation of any applicable local, state or federal law, such provision shall be severed from this Note and the remainder of this Note shall remain in full force and effect. All notices given under this Note shall be sent by regular or certified U.S. mail to Borrower at its address set forth below and to the Note holder at the address where loan payments are made. Any action or proceeding arising under this Note shall be brought only in the Hamilton County Court of Common Pleas. Presentment, notice of dishonor, protest and notice of protest are hereby waived.
- 9. Amendment and Restatement. The Promissory Note made by Madisonville Phase I LLC ("Original Borrower") payable to the City in the original principal amount of \$3,773,000 (the "Original Note") and the debt thereunder was (i) split into two separate loans, one is in the original principal amount of \$1,343,350.66 evidenced by that certain Phase II Amended and Restated Promissory Note dated October 3, 2019 made by Borrower (the "Phase II Note") and one is in the original principal amount of \$2,429,649.34 evidenced by that certain Amended and Restated Promissory Note made by Original Borrower payable to the City, and (ii) the portion of the Original Note and the Phase II Note attributable to the Phase IIA Project is amended and restated by this Note. The debt evidenced by the Original Note and the Phase II Note and not previously forgiven by the City is continuing

indebtedness and nothing contained herein shall be deemed to constitute payment, settlement or a novation of the Original Note or the Phase II Note.

10. Security	Υ. This Note is secured by the following (check all that apply):
$\boxtimes$	Mortgage on the Phase IIA Property.
	Security interest in all business assets/other collateral as described in a certain Security Agreement & UCC-1 Financing Statements
	Guaranty

The officer or representative of Borrower subscribing below represents that (s)he has full power, authority and legal right to execute and deliver this Note and that the debt hereunder constitutes a valid and binding obligation of Borrower.

[Signature Page Follows]

Executed by the undersigned on the date first above written.

# Madisonville Phase II LLC, an Ohio limited liability company

Ву:
Printed Name:
Title:
Borrower's Mailing Address: 4030 Smith Road, Suite 130 Cincinnati, Ohio 45209
Contact No.:
Approved as to Form:
Assistant City Solicitor

### Exhibit F-5

to

Fourth Amendment to Funding, Acquisition and Development Agreement

## Form of Phase IIB Amended and Restated Promissory Note

\$[1,155,847.88]	Date:, 2020
	(the "Effective Date"
	Cincinnati Ohio

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to the order of the CITY OF CINCINNATI, an Ohio municipal corporation, the address of which for purposes of this Note is 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202; Attention: Director, Department of Community and Economic Development (the "City"), the sum specified below together with interest thereon and upon the following terms and conditions. This Phase IIB Amended and Restated Promissory Note (this "Note") evidences Developer's obligation to repay the Loan, as defined in that certain Funding, Acquisition and Development Agreement entered into by and between the City and Borrower as of October 6, 2016, as amended (the "Development Agreement"). Capitalized terms used, but not defined, herein shall have the meanings ascribed thereto in the Development Agreement.

- 1. Amount. [The maximum principal amount of the Loan is One Million One Hundred Fifty-Five Thousand Eight Hundred Forty-Seven and 88/100 Dollars (\$1,155,847.88). The actual principal amount of the loan evidenced hereby shall equal the sum of (i) the amount disbursed to Developer in connection with the Phase IIB Project as a Loan pursuant to the Development Agreement, the maximum amount of which is \$789,347.88, and (ii) \$366,500.00, representing the fair market value of the Phase IIB Property and the North Sierra Properties as of the date of the Original Note (as defined below) that the City has agreed to convey to Developer, pursuant to the terms of the Development Agreement (collectively, the "Principal Amount").]
- 2. <u>Interest Rate</u>. Interest shall accrue on the Principal Amount at a fixed rate of <u>1.50</u>% per annum. Interest on the Principal Amount shall commence on the date of disbursement.
- 3. <u>Payments; Late Charge; Maturity Date</u>. The Principal Amount, together with interest on the unpaid principal balance at the rate described above, compounded annually, shall be repayable as follows:
  - (i) Annual Payments; Sale Payment.
    - a. Beginning with the first April 1 following completion of construction (as evidenced by the issuance of a certificate of occupancy with respect to any portion of the Phase IIB Project) (the "Commencement Date"), and thereafter on each April 1 (or the first succeeding business day thereafter) through, and including, the Maturity Date (as defined below), Borrower shall make annual loan payments of principal and interest, in arrears, in amounts equal to the Annual Payment Amount (as defined below). To the extent the Annual Payment Amount for an applicable calendar year is less than the amount of interest accrued in such year, such accrued interest shall capitalize and be added to the Principal Amount. Any dispute regarding the calculation of the determination of the Annual Payment Amount or Sale Payment Amount (as defined below) in any given year shall be resolved by the written determination of the Director (as defined below), made in good faith, which determination shall be binding and conclusive unless it is determined by a binding, non-appealable adjudication by a court of law with subject matter

jurisdiction that the Director's determination is manifestly contrary to the definitions contained in clause (ii) below. Subject to any limitations herein, the Director shall have full discretion to resolve any ambiguities with respect to clause (ii) below in favor of the City, and Borrower expressly waives any canons of contractual interpretation to the contrary.

- b. Concurrently with the closing of a sale of the Project Site (or the portion of the Project Site owned by Borrower and its affiliates), Borrower shall pay the Sale Payment Amount to the order of the City. Borrower shall provide at least 30 days' prior written notice before the closing of such a sale, together with any and all documentation required hereunder or the Development Agreement with respect to the determination of the Sale Payment Amount. Borrower shall promptly provide any additional documentation requested by the City in order to determine the Sale Payment Amount in accordance with clause (iv) below. Borrower acknowledges that the Development Agreement prohibits the sale of all or any portion of the Project Site owned by Borrower and its affiliates without the City's consent (provided in accordance with the Development Agreement).
- c. Notwithstanding the foregoing or anything else herein to the contrary, in the event Borrower is obligated to make payment hereunder in an amount equal to the Annual Payment Amount on or after the Repurchase Closing (as defined in the Development Agreement), Borrower shall be entitled to offset against any such amounts due hereunder from time to time in an amount up to an amount equal to the Repurchase Property Price owed by the City to Borrower (as defined in the Development Agreement) until the aggregate amount offset hereunder is equal to such Repurchase Property Price.

## (ii) <u>Definitions</u>. As used herein:

- a. "Annual Payment Amount" means (1) the amount by which Net Cash Flow in an applicable calendar year exceeds the amount of Net Cash Flow that would be necessary (if received on an annualized basis) to enable Developer, or its private equity investors, as applicable, to achieve a Cash on Cash Rate of Return of 12%, multiplied by (2) 25%. By way of example of this definition, the Net Cash Flow required to achieve a 12% Cash on Cash Rate of Return would be calculated by 0.12 (Cash on Cash Rate of Return) x \$3,500,000 (the Equity Contribution) or \$420,000. If the Net Cash Flow in Year 2 is \$450,000 then the Annual Payment Amount would be (\$450,000 \$420,000) x 25% or \$7,500.
- b. "Cash on Cash Rate of Return" shall mean the ratio of Net Cash Flow to the Equity Contributions expressed as a percentage.
- c. "**Equity Contributions**" shall mean the initial equity contribution related to the Phase IIB Project of \$3,500,000, and shall exclude any future equity contributions.
- d. "Equity Distributions" shall mean any and all equity distributions made as a result of or in connection with the Phase IIB Project, including, for the avoidance of doubt, any equity distributions made as a result of or in connection with any refinancing of the Phase IIB Project.
- e. "Internal Rate of Return" means, as of the date of any given repayment, the monthly compounded rate at which the present value of all Equity Contributions equals the present value of all Equity Distributions. Internal Rate of Return shall be calculated using the Microsoft Excel XIRR function (or if such program is no

longer available, such other similar software program specified by the Director). Borrower shall provide the excel document used to calculate XIRR to the City for review.

- f. "Net Cash Flow" means (1) Net Operating Income in a calendar year, minus (2) any payments of principal and interest with respect to Borrower's construction loan facilities New Market Tax Credit Lenders and bank lenders in such calendar year related to the Phase IIB Project.
- g. "Net Operating Income" means, for the applicable calendar year, collected Phase IIB Project revenue minus, in each case with respect to the Phase IIB Project, (1) reasonable and customary expenses relating to salaries, insurance, taxes (including Service Payments), utilities, management fees, administration, marketing, contract services, repairs, maintenance expenses, replacement reserves (which shall equal a minimum of \$250 per apartment per year and \$0.50 per square foot of commercial/office space per year), capital expenses that exceed available replacement reserves (provided that Borrower may demonstrate annual contributions of at least the minimum amount referred to above to such reserves), and payments of the deferred developer fee included in the final budget for the Phase IIB Project, and (2) other expenses as may be deemed appropriately deducted as determined by the Director of DCED (the "Director") in his discretion, exercised in good faith.
- h. "Sale Payment Amount" means (1) the amount by which Sale Proceeds in an applicable calendar year exceeds the amount of Sale Proceeds that would be necessary to enable Developer, or its private equity investors, as applicable, to achieve an Internal Rate of Return of 20%, multiplied by (2) 25%. By way of example of this definition, the Sale Payment Amount required to achieve a 20% Internal Rate of Return would be calculated by setting up an excel sheet where the Equity Contributions are expressed as a negative number in year 0 and all of the Net Cash Flows (less any Annual Payment Amounts) derived by the Developer and any Sale Proceeds previously received by Developer from a partial sale of the Project Site are listed as positive numbers in subsequent years along with the Sale Proceeds in the year in which the Project Site or a portion thereof is sold.
- i. "Sale Proceeds" means the purchase price and any other consideration paid by or on behalf of a purchaser in connection with a sale of all or any portion of the Project Site, less the reasonable, documented expenses of such a sale.
- (iii) <u>Late Charges</u>. A late payment fee equal to five percent (5%) of the annual loan payment, or \$2,500, whichever is greater, shall be due if a required annual payment and corresponding Annual Report (as defined in the Development Agreement) are not received on the due date. If any amount remains unpaid for longer than thirty (30) days past the due date, interest shall accrue on such past due amount at a default rate of 12% per annum. Time is of the essence.

- (iv) <u>Documentation</u>. In addition to the Annual Report described in the Development Agreement, Borrower shall submit such information and documentation as is requested by the City in order to determine the Annual Payment Amount or Sale Payment Amount (including, without limitation, any information and documentation sufficient to calculate Net Operating Income, Net Cash Flow, Sale Proceeds, Internal Rate of Return, and Cash on Cash Rate of Return).
- (v) Forgiveness Prior to Maturity Date. If a sale of the entire (or entire remainder of the) Project Site owned by Borrower or its affiliates (it being understood that the Madison Center Facility is not owned by Borrower or its affiliates for the purposes of this sentence) occurs following Closing, and if Borrower pays to the City the Sale Payment Amount upon the closing of such sale, then any and all outstanding principal and interest hereunder (the "Remaining P&I Obligations") shall be forgiven effective as of the time of the City's receipt of the Sale Payment Amount; provided, however, that to the extent any fees owed to the City under this Note or any other Project Document remain outstanding, such fees shall not be forgiven and shall be immediately due and payable as of the closing of such sale. For the avoidance of doubt, a partial sale of the Project Site will not trigger forgiveness prior to the Maturity Date.
- (vi) Maturity Date; Forgiveness. The Remaining P&I Obligations, together with any outstanding fees, shall be due and payable on the 30th anniversary of the Commencement Date (or the next succeeding business day) (the "Maturity Date"); provided, however that the Remaining P&I Obligations shall not be due and payable and shall instead be forgiven on the Maturity Date if, and only if, (a) Borrower has promptly and fully made all payments hereunder which were due and owing prior to the Maturity Date (or has remedied any such failures to the satisfaction of the City prior to the Maturity Date in accordance with the Project Documents) and (b) is not otherwise in default under the Development Agreement or any other Project Document. Notwithstanding the foregoing, to the extent any fees remain outstanding, such fees shall not be forgiven even if the Remaining P&I Obligations are forgiven, and any outstanding fees shall be immediately due and payable as of the Maturity Date.
- 4. <u>Due on Transfer or Sale</u>. Notwithstanding the Maturity Date, the remaining principal balance and all accrued but unpaid interest shall become due and payable upon written notice by the City upon Borrower's sale or other transfer of the Project Site or any portion thereof if such sale or transfer occurs prior to the Maturity Date and without the City's consent (as described in Section 12(A)(iv) of the Development Agreement).
- 5. <u>Place of Payment</u>. Payments shall be made to the City at the address set forth in the introductory paragraph of this Note or such other place as the Note holder may designate in writing from time to time. Borrower acknowledges that the City may designate a third party to service the loan.
- 6. <u>Prepayment</u>. Prepayment of the principal due under this Note may be made in whole or in part at any time without premium or penalty. Any such prepayments shall be applied first to late charges, if any, then to accrued interest then due and owing, and then to principal. The making of a prepayment shall not operate to satisfy or waive Borrower's obligation to make annual payments for any particular year under Section 3(i) hereof (including, without limitation, the obligation to make an annual payment with respect to the year in which a prepayment is made).
- 7. <u>Default</u>. Upon any default in the payment of any installment of interest, principal or any other sum when due under this Note after written notice by the City to Borrower and failure to cure by Borrower within 5 days thereafter, the entire principal sum hereof and accrued but unpaid interest hereon may, at the sole option of the holder hereof, be declared to be immediately due and payable, time being of the essence. Failure of the holder hereof to exercise this option in the event of default

- shall not constitute a waiver of the right of the holder to exercise the same in the event of a subsequent default.
- 8. General Provisions. This Note and any other Project Documents constitute the entire agreement of the parties with respect to the matters described herein and supersede any and all prior communications and agreements between the parties. This Note may be amended only by a written amendment signed by Borrower and the Note holder. This Note shall be governed by the laws of the City of Cincinnati and the State of Ohio. This Note shall be binding upon Borrower and its successors and assigns. If any provision of this Note is determined to be in violation of any applicable local, state or federal law, such provision shall be severed from this Note and the remainder of this Note shall remain in full force and effect. All notices given under this Note shall be sent by regular or certified U.S. mail to Borrower at its address set forth below and to the Note holder at the address where loan payments are made. Any action or proceeding arising under this Note shall be brought only in the Hamilton County Court of Common Pleas. Presentment, notice of dishonor, protest and notice of protest are hereby waived.
- 9. [Reduction of the Principal Amount Pursuant to some or all of the North Sierra Properties not being Acquired by Borrower per the Development Agreement. As defined above, the Principal Amount of the Loan is One Million One Hundred Fifty-Five Thousand Eight Hundred Forty-Seven and 88/100 Dollars (\$1,155,847.88), consisting of (i) the amount disbursed to Developer as a Loan pursuant to the Development Agreement, the maximum amount of which is \$789,347.88, and (ii) \$366,500, representing the fair market value of the Phase IIB Property and the North Sierra Properties as of the date of the Original Note that the City has agreed to convey to Developer, pursuant to the terms of the Development Agreement. Given that Developer may not, pursuant to the terms of the Development Agreement, ultimately acquire the North Sierra Properties, which at the time of the Original Note (as defined below) had a fair market value of \$77,500, or some portion thereof, the Principal Amount shall be reduced in such event, and at such time as the disposition of the North Sierra Properties becomes final under the Development Agreement, and the same shall be memorialized pursuant to an Amendment to this Note.]
- 10. Amendment and Restatement. The Promissory Note made by Madisonville Phase I LLC ("Original Borrower") payable to the City in the original principal amount of \$3,773,000 (the "Original Note") and the debt thereunder was (i) split into two separate loans, one is in the original principal amount of \$1,343,350.66 evidenced by that certain Phase II Amended and Restated Promissory Note dated October 3, 2019 made by Borrower (the "Phase II Note") and one is in the original principal amount of \$2,429,649.34 evidenced by that certain Amended and Restated Promissory Note made by Original Borrower payable to the City, and (ii) the portion of the Original Note and the Phase II Note attributable to the Phase IIB Project is amended and restated by this Note. The debt evidenced by the Original Note and the Phase II Note and not previously forgiven by the City is continuing indebtedness and nothing contained herein shall be deemed to constitute payment, settlement or a novation of the Original Note or the Phase II Note.

11.	Security	This Note is secured by the following (check all that apply):
	$\boxtimes$	Mortgage on Borrower's real property located at Phase IIB Property.
		Security interest in all business assets/other collateral as described in a certain Security Agreement & UCC-1 Financing Statements
		Guaranty

The officer or representative of Borrower subscribing below represents that (s)he has full power, authority and legal right to execute and deliver this Note and that the debt hereunder constitutes a valid and binding obligation of Borrower.

[Signature Page Follows]

Executed by the undersigned on the date first above written.

Ву:
Printed Name:
Title:
Borrower's Mailing Address:
4030 Smith Road, Suite 130 Cincinnati, Ohio 45209
Contact No.:
Approved as to Form:
Assistant City Solicitor

Madisonville Phase III LLC, an Ohio limited liability company

#### Exhibit G-2

to

Fourth Amendment to Funding, Acquisition and Development Agreement

#### **Revised Disbursement of Funds**

- (A) <u>Conditions to be Satisfied Prior to Disbursement of Phase I Grant and Loan</u>. The City shall be under no obligation to disburse the Phase I Grant and the Loan (collectively, the "**Phase I Funds**") until the following conditions are satisfied:
  - (i) Developer shall have executed and delivered the Phase I Note (as defined in the Second Amendment) to the City;
  - (ii) Developer shall have provided the City with evidence of insurance required for the Project under this Agreement;
  - (iii) Developer shall have provided the City with evidence that it has obtained all licenses, permits, governmental approvals and the like necessary for the construction work for the Project;
  - (iv) If reimbursement is being sought for construction, remodeling, or demolition, then such construction, remodeling or demolition shall have commenced and be proceeding in accordance with the City-approved plans and specifications, budget, and construction schedule;
  - (v) Developer shall have delivered any required bonds for the Project under this Agreement to the City;
  - (vi) Developer shall have provided the City with such other documents, reports and information relating to the Project as the City may reasonably request; and
    - (vii) Developer shall not be in default under this Agreement.
- (B) <u>Conditions to be Satisfied Prior to Disbursement of Phase IIA Grant</u>. The City shall be under no obligation to disburse the Phase IIA Grant until the following conditions are satisfied:
  - (i) Developer shall have executed and delivered the Phase IIA Note (as defined in the Fourth Amendment) to the City;
  - (ii) Developer shall have provided the City with evidence of insurance required for the Phase IIA Project under this Agreement;
  - (iii) Developer shall have provided the City with evidence that it has obtained all licenses, permits, governmental approvals and the like necessary for the construction work for the Phase IIA Project;
  - (iv) If reimbursement is being sought for construction, remodeling, or demolition, then such construction, remodeling or demolition shall have commenced and be proceeding in accordance with the City-approved plans and specifications, budget, and construction schedule;
  - (v) Developer shall have delivered any required bonds for the Phase IIA Project under this Agreement to the City;

- (vi) Developer shall have provided the City with such other documents, reports and information relating to the Phase IIA Project as the City may reasonably request; and
  - (viii) Developer shall not be in default under this Agreement.
- (C) <u>Conditions to be Satisfied Prior to Disbursement of Phase IIB Grant</u>. The City shall be under no obligation to disburse the Phase IIB Grant until the following conditions are satisfied:
  - (i) Developer shall have executed and delivered the Phase IIB Note (as defined in the Fourth Amendment) to the City;
  - (ii) Developer shall have provided the City with evidence of insurance required for the Phase IIB Project under this Agreement;
  - (iii) Developer shall have provided the City with evidence that it has obtained all licenses, permits, governmental approvals and the like necessary for the construction work for the Phase IIB Project;
  - (iv) If reimbursement is being sought for construction, remodeling, or demolition, then such construction, remodeling or demolition shall have commenced and be proceeding in accordance with the City-approved plans and specifications, budget, and construction schedule;
  - (v) Developer shall have delivered any required bonds for the Phase IIB Project under this Agreement to the City;
  - (vi) Developer shall have provided the City with such other documents, reports and information relating to the Phase IIB Project as the City may reasonably request; and
    - (vii) Developer shall not be in default under this Agreement.
- <u>Disbursement of Funds</u>. Provided all of the requirements for disbursement of the Funds shall have been satisfied, the City shall disburse the Funds to Developer. The City shall disburse the Funds on a reimbursement basis and pro-rata with all other construction loan funds being utilized by Developer for the Project, the Phase IIA Project, or the Phase IIB Project, as applicable (i.e., the City's Funds shall not be first in; provided that the City acknowledges that the Funds may be first in with respect to reimbursement of construction of certain of the Public Infrastructure Improvements and pre-Closing acquisition and demolition on the Developer Option Properties, with respect to which there may be no sources of reimbursement for such expenses other than the City). Developer shall not be entitled to a disbursement of Funds to pay for costs incurred prior to the Effective Date. Developer shall request the Phase I Funds and shall use the Phase I Funds solely to pay for the following uses and for no other purpose: (i) construction of the applicable Public Infrastructure Improvements, (ii) acquisition of Developer Option Properties, and (iii) demolition on Developer Option Properties, in each case as described in this Agreement. Developer shall request the Phase IIA Grant and shall use the Phase IIA Grant solely to pay for the Phase IIA Rightof-Way Public Infrastructure Improvements. Developer shall request the Phase IIB Grant and shall use the Phase IIB Grant solely to pay for the Phase IIB Right-of-Way Public Infrastructure Improvements. Nothing in this Agreement shall permit, or shall be construed to permit, the expenditure of Funds for the acquisition of supplies or inventory, or for the purpose of purchasing materials not used in the construction, or for establishing a working capital fund, or for any other purpose expressly disapproved by the City. Developer shall not request a disbursement of Funds for any expenditure that is not itemized on or contemplated by the approved budget or if the costs for which the disbursement is being requested exceeds the applicable line item in the budget; however, such entity may request, in writing, that funds be transferred between line items, with the City's approval thereof not to be unreasonably withheld. Disbursements shall be limited to an amount equal to the actual cost of the work, materials and labor incorporated in the work up to the amount of such items as set forth in Developer's request for payment. Anything contained in this Agreement to the contrary notwithstanding, the City shall not be obligated to make or authorize any disbursements from the project account if the City determines, in its reasonable discretion, that the amounts remaining

from all funding sources with respect to the Project, the Phase IIA Project, or the Phase IIB Project, as applicable, are not sufficient to pay for all the costs to complete construction. Developer acknowledges that the obligation of the City to disburse the Funds to such entities for construction shall be limited to the Funds to be made available by the City under this Agreement. Developer shall provide all additional funds from other resources to complete the Project, the Phase IIA Project, and the Phase IIB Project. Notwithstanding anything in this Agreement to the contrary, the City's obligation to make the Funds available to Developer, to the extent such Funds have not been disbursed, shall terminate (i) with respect to the Project and the Phase I Funds, on September 30, 2020, and (ii) with respect to the Phase IIA Project and the Phase IIB Project, ninety (90) days following completion of construction of (x) the Phase IIB Grant.

## (E) Draw Procedure

- (i) <u>Frequency</u>. Developer may make disbursement requests no more frequently than once in any thirty (30) day period.
- (ii) <u>Documentation</u>. Each disbursement request shall include the following: For construction costs shown on the approved budget, Developer shall submit a draw request form provided by the City, with the following attachments: (a) an AIA G-702-703 Form (AIA) or such other similar form acceptable to the City, (b) sworn affidavits and/or unconditional lien waivers (together with invoices, contracts, or other supporting data) from all contractors, subcontractors and materialmen covering all work, labor and materials for the work through the date of the disbursement and establishing that all such work, labor and materials have been paid for in full, (c) waivers or disclaimers from suppliers of fixtures or equipment who may claim a security interest therein, and (d) such other documentation or information requested by the City that a prudent construction lender might request. All affidavits and lien waivers shall be signed, fully-executed originals.
- Phase I Funds Retainage. After review and approval of a disbursement request, then the City shall disburse (i) prior to 50% completion of the Public Infrastructure Improvements, ninety percent (90%) of the amount requested (with retainage of 10%), and (ii) on and after the 50% completion point of the Public Infrastructure Improvements, ninety-five percent (95%) of the amount requested (with retainage of 5%). The retained amount shall be disbursed when (a) construction of the Project (including the Private Improvements) has been completed (as evidenced by a certificate of occupancy for all buildings with respect to the Private Improvements, and as determined by the City with respect to the applicable Public Infrastructure Improvements), (b) the City has obtained final lien waivers and all other conditions to payment set forth in this Agreement have been satisfied with respect to such payment, (c) Developer has provided the City with a complete set of "as built" drawings for the Project if required by the City, and (d) Developer has complied with all of its other obligations under this Agreement as determined by the City in its sole discretion. Notwithstanding anything in this clause (F) to the contrary, with respect to acquisition and demolition costs approved by the City with respect to each Developer Option Property, the City shall disburse the entirety of the amount requested upon the transfer of title to the Developer Option Property to the City with no retainage so long as (1) there is no event of default caused by Developer under the Agreement, (2) the City has received and is satisfied with all applicable due diligence documentation provided in the Agreement with respect to the applicable Developer Option Property, and (3) Developer has otherwise complied with this Exhibit G-2 in terms of materials, documentation and other information provided to the City (e.g., AIA forms, lien waivers, and so forth) with respect to such acquisition and demolition costs for which reimbursement is sought.
- (G) Phase IIA Grant Retainage. After review and approval of a disbursement request, then the City shall disburse (i) prior to 50% completion of the Phase IIA Right-of-Way Public Infrastructure Improvements, ninety percent (90%) of the amount requested (with retainage of 10%), and (ii) on and after the 50% completion point of the Phase IIA Right-of-Way Public Infrastructure Improvements, ninety-five percent (95%) of the amount requested (with retainage of 5%). The retained amount shall be disbursed when (a) construction of the Phase IIA Project (including the Private Improvements) has been completed (as evidenced by a certificate of occupancy for all buildings with respect to the Private Improvements, and as determined by the City with respect to the applicable Public Infrastructure Improvements), (b) the City

has obtained final lien waivers and all other conditions to payment set forth in this Agreement have been satisfied with respect to such payment, (c) Developer has provided the City with a complete set of "as built" drawings for the Phase IIA Project if required by the City, and (d) Developer has complied with all of its other obligations under this Agreement as determined by the City in its sole discretion.

- (H) Phase IIB Grant Retainage. After review and approval of a disbursement request, then the City shall disburse (i) prior to 50% completion of the Phase IIB Right-of-Way Public Infrastructure Improvements, ninety percent (90%) of the amount requested (with retainage of 10%), and (ii) on and after the 50% completion point of the Phase IIB Right-of-Way Public Infrastructure Improvements, ninety-five percent (95%) of the amount requested (with retainage of 5%). The retained amount shall be disbursed when (a) construction of the Phase IIB Project (including the Private Improvements) has been completed (as evidenced by a certificate of occupancy for all buildings with respect to the Private Improvements, and as determined by the City with respect to the applicable Public Infrastructure Improvements), (b) the City has obtained final lien waivers and all other conditions to payment set forth in this Agreement have been satisfied with respect to such payment, (c) Developer has provided the City with a complete set of "as built" drawings for the Phase IIB Project if required by the City, and (d) Developer has complied with all of its other obligations under this Agreement as determined by the City in its sole discretion.
- (I) <u>Estoppel Certification</u>. A request for the disbursement of Funds shall, unless otherwise indicated in writing at the time Developer makes such request, be deemed as a representation and certification by such entity that (i) that all work done and materials supplied to date are in accordance with the Final Plans and in strict compliance with all legal requirements as of the date of the request, (ii) the Project, the Phase IIA Project, and the Phase IIB Project, as applicable, is being completed in accordance with the Final Plans, and (iii) such entity and the City have complied with all of their respective obligations under this Agreement. If Developer alleges that the City has been or is then in default under this Agreement at the time such entity makes such request, and if the City disputes such allegation, the City shall not be obligated to make or authorize such disbursement until the alleged default has been resolved.

# Exhibit I-3 to

# Fourth Amendment to Funding, Acquisition and Development Agreement

# Form of City Phase IIB Quitclaim Deed

[TO BE ATTACHED TO EXECUTION VERSION]

# Phase IIB Addendum I to Exhibit M to Fourth Amendment to Funding, Acquisition and Development Agreement

# **Phase IIB Project Prevailing Wage Determination**

[TO BE ATTACHED TO EXECUTION VERSION]

## Exhibit N-2

to

Fourth Amendment to Funding, Acquisition and Development Agreement

# Form of Phase IIB Project Service Agreement

space above for	Hamilton County Recorder
SERVIC	E AGREEMENT
(Madison and W	hetsel Project Phase IIB)
301 Plum Street, Cincinnati, Ohio 45202 (the " <b>Cit</b> iability company, having an address of 4030	nt") is made and entered into as of [] e CITY OF CINCINNATI, an Ohio municipal corporation (y"), and MADISONVILLE PHASE III LLC, an Ohio limited Smith Road, Suite 130, Cincinnati, Ohio 45209 (the orises, Inc., pursuant to the Development Agreement (as

#### Recitals:

- A. The City and Ackermann Enterprises, Inc., an Ohio corporation ("Ackermann Enterprises"), have entered into a Funding, Acquisition and Development Agreement between the City and the Company dated October 6, 2017 (the "Original Development Agreement"), as amended by a First Amendment to Funding, Acquisition and Development Agreement (the "First Amendment") dated September 25, 2018, the Second Amendment to Funding, Acquisition and Development Agreement (the "Second Amendment") dated September 30, 2019, the Third Amendment to Funding, Acquisition and Development Agreement (the "Third Amendment"), dated July \_\_\_\_\_, 2020, and the Fourth Amendment to Funding, Acquisition and Development Agreement (the "Fourth Amendment") dated \_\_\_\_\_\_\_, 2020, (the Original Development Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and as it may be further amended from time to time, the "Development Agreement").
- B. Ackermann Enterprises has assigned certain of its rights under the Development Agreement to the Company, in which Ackermann Enterprises is indirectly a member, with respect to certain real property generally located in the block to the southeast of the corner of Madison Road and Whetsel Avenue, all as described on <a href="Exhibit A">Exhibit A</a> (Legal Description) hereto (the "Phase IIB Property"). As described more particularly in the Development Agreement as the "Phase IIB Project", the Company will construct a mixed-use development upon the Phase IIB Property. Capitalized terms used, but not defined, herein have the meanings ascribed thereto in the Development Agreement.
  - C. The Company has acquired fee simple title to the entirety of the Phase IIB Property.
- D. The City believes that the Phase IIB Project is in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements.
- E. In furtherance of the public purpose and to facilitate the Phase IIB Project, and as authorized by Ordinance No. 495-2019 passed by City Council on December 11, 2019 (the "TIF Ordinance"), the City has established a so-called project-based TIF for the Phase IIB Property under Section 5709.41, Ohio Revised Code ("ORC").

- F. Under the TIF Ordinance and in accordance with ORC Section 5709.41, et seq., the increase in the assessed value of the Phase IIB Property after passage of the TIF Ordinance (such increase referred to herein as the "Improvement") shall be exempt from real property taxes, and all present and future owners of the Phase IIB Property, or any portion thereof, shall be required to make service payments in lieu of taxes, in semi-annual installments, in an amount equal to the amount of real property taxes that would have been paid on the Improvement had an exemption not been granted ("Statutory Service Payments").
- G. Pursuant that certain Mortgage and Declaration of Covenants and Conditions Relative to Service Payments in Lieu of Taxes, Minimum Service Payments and Other Matters of even date herewith (the "Mortgage and Declaration") given by the Company in favor of the Port of Greater Cincinnati Development Authority (the "Port Authority") and the trustee for the Series 2020 Bonds (the "Trustee"), the Company has agreed to pay minimum service payments (the "Minimum Service Payments") to the Trustee to the extent required to pay principal, interest and administrative fees and expenses on the Port Authority's Taxable Development Revenue Bonds issued to pay a portion of the costs of the Phase IIB Project (the "Series 2020 Bonds"). Pursuant to the Mortgage and Declaration, the obligation of the Company and future owners of the Phase IIB Property to pay Minimum Service Payments shall be a covenant running with the land and the Mortgage and Declaration shall be recorded with the Hamilton County, Ohio Recorder after only this Agreement and prior to any other mortgages or security instruments affecting the Phase IIB Property.
- H. The Phase IIB Property is located within the City School District of the City of Cincinnati, and the Board of Education of the City School District of the City of Cincinnati ("Board of Education") has, by resolution adopted on October 11, 1999, and by an agreement entered into with the City dated July 2, 1999, approved an exemption of 100% of the assessed valuation of the Improvement for thirty (30) years (subject to the obligation of the City to make, or cause to be made, payments to the Board of Education as provided in Section II.C.2 of that agreement).
- I. In accordance with the Fourth Amendment, the City intends to use the Statutory Service Payments actually received (e.g., for the avoidance of doubt, exclusive of any fees paid or withholdings from the Statutory Service Payments to or by the Hamilton County Auditor) by the City with respect to the Phase IIB Property (i) to satisfy its obligation to make payments to the Board of Education, (ii) to assign to the Port Authority to be applied towards debt service on the Series 2020 Bonds, as described more particularly in the Cooperative Agreement dated as of [\_\_\_\_], by and among the City, the Port, and the Company, and acknowledged by the Trustee, (iii) to maintain and program the Public Plaza, and (iv) in the event Statutory Service Payments are received in excess of the aforementioned obligations, for any other lawful purpose.
- J. The parties intend that this Agreement, as amended and supplemented from time to time, shall constitute the agreement contemplated by ORC Section 5709.42, et seq. and shall define the obligations of the Company and future owner or owners of the Phase IIB Property, or any portion thereof, with respect to the Statutory Service Payments.
  - K. Execution of this Agreement has been authorized by City Council by the TIF Ordinance.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the City and the Company agree as follows:

# 1. CONSTRUCTION OF PHASE IIB PROJECT.

The Company shall cause the Phase IIB Project to be constructed in accordance with the terms of the Development Agreement. The Company shall use, develop and redevelop the Phase IIB Project with respect to the Phase IIB Property in accordance with the Development Agreement throughout the Exemption Period (as hereinafter defined). Failure to use and operate the Phase IIB Project as required under the Development Agreement shall not relieve the Company of its obligations to make Statutory Service Payments as required hereunder. During the Exemption Period, the Company shall not change

the principal use of the Phase IIB Project (which are commercial and multi-family apartment units) without the City's prior written consent.

# 2. OBLIGATION TO MAKE PAYMENTS.

- A. <u>Declaration that Improvement is a Public Purpose</u>. The City hereby confirms that, pursuant to ORC Chapter 5709.41, et seq. and the TIF Ordinance, the City declared that 100% of the Improvement is a public purpose and exempt from real property taxes for a period of thirty (30) years commencing on the effective date of the TIF Ordinance (the "**Exemption Period**").
- B. Commencement of Statutory Service Payments. The Company shall commence paying Statutory Service Payments no later than the final date for payment (the last day that payment can be made without penalty or interest) of the first semi-annual installment of real property taxes in the first calendar year after the first tax year in which any Improvement appears on the Hamilton County Auditor's tax duplicate. (For example, if any Improvement first appears on the tax rolls on January 1, 2021, the Company's first semi-annual tax payment will be for the tax bill for the First Half 2021, which will become due and payable to the County Treasurer on or about January 2022.) The Company shall pay Statutory Service Payments in semi-annual installments (i) on the earlier of such final date for payment of the first semi-annual installment of real property taxes, or February 1, in each year, and (ii) on the earlier of such final date for payment of the second semi-annual installment of real property taxes, or August 1, in each year (each such final date for payment is referred to herein as a "Service Payment Date"). The Company shall continue to make Statutory Service Payments until such time as the Company has paid the final Statutory Service Payment applicable to the Exemption Period.
- C. Amount of Statutory Service Payments. Each Statutory Service Payment shall be paid to the Hamilton County Treasurer in an amount equal to one-half (½) of the annual amount that would have been payable in that year as real property taxes with respect to the Improvements had an exemption not been granted. (However, if after the first semi-annual Statutory Service Payment has been determined and paid, the total annual amount for that year is adjusted by the taxing authorities, the amount of the second semi-annual Statutory Service Payment shall be adjusted accordingly.) The Statutory Service Payments shall vary as the assessed value of the Improvement varies from time to time.
- D. <u>Estimation</u>. If, as of the date any Statutory Service Payment is due, the amount of the real property taxes that would have been payable on the Improvement (if not exempt) cannot be or has not been finally determined, the amount of such taxes shall be estimated by the Hamilton County Auditor or by the City (even though such taxes may be subject to contest, later determination, or adjustment because of revaluation of the Improvements) for the applicable tax year. If the sum of Statutory Service Payments so calculated and paid in any year is subsequently determined not to be equal to the total amount of real property taxes that would have been paid in that year with respect to the Improvement (if not exempt), the Company or the City shall promptly pay or repay any deficiency or excess, as appropriate, to the other within thirty (30) days after written demand; provided, however, that nothing in this sentence shall be construed to require the City to repay to the Company any amount that would reduce the total payments in any year to an amount less than the Statutory Service Payments required to be paid in that year.
- E. <u>Late Payment</u>. If any Statutory Service Payment, or any installment thereof, is not paid when due, then, to the extent that Hamilton County does not impose a late fee or delinquency charge, the Company shall pay to the City, as a late payment charge, the amount of the charges for late payment of real property taxes, including penalty and interest, that would have been payable pursuant to ORC Section 323.121 on the delinquent amount.

## 3. PAYMENT OBLIGATIONS TO HAVE LIEN PRIORITY.

The Statutory Service Payments shall be treated as a tax lien in the same manner as real property taxes and will have the same lien, rights and priority as all other real property taxes. Such a lien shall attach, and may be perfected, collected and enforced as provided by law, including enforcement by foreclosure upon such lien pursuant to the procedures and requirements of Ohio law relating to mortgages, liens, and delinquent real estate taxes. The Company hereby agrees that the obligation of the Company to

make Statutory Service Payments shall have the same priority as the obligation to pay real estate taxes in the event of any bankruptcy or other like proceeding instituted by or against the Company. The Company agrees not to contest the lien, rights or priority of the Statutory Service Payments with respect to the Phase IIB Project or the Phase IIB Property.

# 4. RECORDING; OBLIGATIONS TO RUN WITH THE LAND; ASSIGNMENT.

- A. <u>Recording.</u> Promptly after the execution of this Agreement, the Company shall cause this Agreement to be recorded in the Hamilton County, Ohio Recorder's Office, at its expense, prior to any mortgage, assignment or other conveyance of any part of the Phase IIB Project or the Phase IIB Property. All instruments of conveyance of the Phase IIB Project or the Phase IIB Property or the Company's ownership of the same (or portions thereof) to subsequent mortgagees, successors, assigns or transferees shall be subject to this Agreement, and the Company shall cause all instruments of conveyance of interests in all or any portion of the Phase IIB Property to subsequent mortgagees, successors, lessees, assigns or other transferees to be made expressly subject to this Agreement.
- Covenants Running with the Land. The obligation to perform and observe the agreements on the Company's part contained herein shall be covenants running with the land and, in any event and without regard to technical classification or designation, legal or otherwise, shall be binding and enforceable by the City against the Company and its successors-in-interest and transferees as owners of the fee simple interest in the Phase IIB Property, without regard to whether the City has at any time been, remains or is an owner of any land or interest therein to, or in favor of, which these covenants relate. The Company shall not assign its interests or obligations under this Agreement to a third party except in connection with a simultaneous conveyance by the Company of its interests in the Phase IIB Property and Phase IIB Project. The foregoing, however, shall not be construed as prohibiting the Company from assigning its interests under this Agreement, as collateral security, to the lender(s) or other parties that will be providing financing for the Phase IIB Project or other financial incentives. If the Company shall sell, convey, or otherwise transfer its interest in the Phase IIB Property or any part thereof, it shall automatically be released and relieved of and from all other and further obligations and liabilities under this Agreement which arise, mature, or relate to any period from and after the date of such sale, conveyance or transfer, but not prior thereto, it being intended hereby that the covenants and obligations on the part of the Company and each such successor shall be binding upon and enforceable against the Company and their respective successors and assigns only in respect of their respective periods of ownership in the Phase IIB Property (or portion thereof). The provisions of this paragraph are not intended to, and shall not be construed to, release or modify any covenant created hereunder that is intended to run with the land.
- C. <u>Obligations are Absolute and Unconditional</u>. The obligations of the Company to make Statutory Service Payments under this Agreement will not be terminated for any cause including, without limitation, failure to commence or complete the Phase IIB Project; any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Phase IIB Project; commercial frustration of purpose; or any change in the constitution, tax or other laws or judicial decisions or administrative rulings of or administrative actions by or under authority of the United States of America or of the State or any political subdivision thereof.

# 5. PAYMENT OF TAXES; TAX CONTESTS.

A. <u>Payment of Taxes</u>. With respect to real property taxes that are not exempted under this Agreement, the Company shall pay or cause to be paid, as the same become due, (i) all such taxes, assessments, whether general or special, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Phase IIB Property and/or the non-exempt improvements or any personal property or fixtures of the Company installed or brought thereon (including, without limitation, any taxes levied against the Company with respect to income or profits from operations at the Phase IIB Property and which, if not paid, may become or be made a lien on the Phase IIB Property or the Phase IIB Project), and (ii) all utility and other charges incurred in the operation, maintenance, use and occupancy of the Phase IIB Property and the Phase IIB Project.

B. <u>No Tax Contests.</u> The Company, its successors, assigns and transferees hereby agree that, during the term of this Agreement, (a) it will not contest or appeal the real property valuation assigned to the Phase IIB Property by the County Auditor so as to reduce such valuation for real property tax purposes below the valuation initially assigned to the Phase IIB Property by the County Auditor upon completion of the Phase IIB Project, and (b) it will not seek any other real property tax exemption or abatement for the Phase IIB Property, during the term of this Agreement.

## 6. INSURANCE COVERAGE AND PROCEEDS.

- A. <u>Coverage</u>. The Company shall provide and maintain, or cause to be provided and maintained, special form (formerly known as "all risk") full replacement cost property insurance on the Phase IIB Project and other improvements on the Phase IIB Property or any replacements or substitutions therefor (to the extent the same are owned by the Company) from an insurer that is financially responsible, of recognized standing, and authorized to write insurance in the State. Such insurance policy shall be in such form and with such provisions as are generally considered reasonable and appropriate for the type of insurance involved and shall prohibit cancellation or modification by the insurer without at least thirty days' prior written notice to the City and the Company.
- B. <u>Proceeds</u>. Upon written request, the Company shall furnish to the City such evidence or confirmation of the insurance required under this section. The Company shall give immediate notice to the City of any final settlement or compromise in connection with any claims for or collection of insurance proceeds. The City shall have fifteen (15) days in which it may disapprove of any such settlement or compromise, which shall be deemed approved if not so disapproved. Proof of loss under any applicable insurance policy may be made by the City in the event the Company fails to take such action in a timely manner. The proceeds of any insurance recovery shall be used by the Company to restore, replace and/or rebuild the Phase IIB Property and Phase IIB Project, excluding the Company's furniture, fixtures and equipment. Any excess over the amounts required for such purposes shall be the property of the Company or other person or entity to whom the insurance proceeds are payable. The Company acknowledges that application of the property insurance proceeds hereunder shall be superior to the rights of any and all mortgagees of the Phase IIB Property and Phase IIB Project.

## 7. CONDEMNATION PROCEEDS.

In the event any portion of the Phase IIB Property or Phase IIB Project shall be taken as a result of the exercise of the power of eminent domain by any governmental entity or other person, association or corporation possessing the right to exercise the power of eminent domain, unless otherwise agreed to by the City, the proceeds of such eminent domain award received by the Company shall be used for the same purposes specified with respect to insurance proceeds in Section 6 above.

### 8. NOTICES.

All notices or other communications under this Agreement shall be deemed given on receipt when personally delivered, or forty eight (48) hours after being mailed by U.S. registered or certified mail, postage prepaid, addressed to the City at 801 Plum Street, Cincinnati, Ohio 45202, Attention: City Manager, with a copy to the Director of the Department of Community and Economic Development, City of Cincinnati, 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202; and to the Company at its address set forth in the introductory paragraph hereof. The City and the Company may, by notice given under this Agreement, designate any further or different addresses to which subsequent notices or other communications shall be sent.

# 9. <u>COVENANTS AND REPRESENTATIONS</u>.

The Company represents that it is a duly organized and existing Ohio entity as identified in the introductory paragraph of this Agreement, that it is in good standing under the laws of the State of Ohio, and that it is qualified to do business in the State of Ohio. The Company covenants that it will remain in existence and so qualified as long as it is required to make Statutory Service Payments hereunder.

## 10. <u>EXEMPTION APPLICATION</u>.

Pursuant to ORC Section 5709.911(A), the Company or its legal counsel shall prepare, submit to the City for review and approval, and file, at its sole cost and expense, such applications, documents and other information with the appropriate officials of the State of Ohio and Hamilton County, or other public body as may be required to effect and maintain during the Exemption Period as described in ORC Chapter 5709.41 the exemption from real property taxation as contemplated hereby. The Company and the City expect that such exemption from real property taxation shall apply initially to the [\_\_\_\_] tax year, i.e., the first year in which the Improvement is expected to appear on the tax rolls. The Company shall continuously use due diligence and employ commercially reasonable efforts to keep such exemption in force, not permitting the same to lapse or be suspended or revoked for any reason within the Company's control. This provision shall not be construed and is not intended to constitute the Company's consent to the City's filling for the exemption under ORC Section 5709.911(B).

#### 11. <u>DEFAULTS AND REMEDIES.</u>

If the Company fails to make any Statutory Service Payment when due (time being of the essence), or if the Company fails to observe or perform any other obligation hereunder (including the Company's obligation to comply with the terms of the Development Agreement) and such other failure continues for more than thirty (30) days after the City notifies the Company in writing thereof, the City shall be entitled to exercise and pursue any and all rights and remedies available to it hereunder, at law or in equity, including, without limitation, (i) foreclosing on the lien created hereby, and (ii) terminating the Company's rights under this Agreement without modifying or abrogating the Company's obligation to make Statutory Service Payments; provided, however, that if the nature of the default (other than a payment default, with respect to which there is no cure period) is such that it cannot reasonably be cured during an applicable cure period, the Company shall not be in default under this Agreement so long as the Company commences to cure the default within such cure period and thereafter diligently completes such cure within a reasonable time period (but not exceeding 90 days) after the Company's receipt of the City's initial notice of default. The Company shall pay to the City upon demand an amount equal to all costs and damages suffered or incurred by the City in connection with such default, including, without limitation, attorneys' fees. Waiver by the City of any default shall not be deemed to extend to any subsequent or other default under this Agreement. All rights and remedies hereunder are cumulative.

#### 12. <u>DURATION OF AGREEMENT</u>.

This Agreement shall become effective on the Effective Date and, with reference to Section 2(B) (pertaining to Statutory Service Payments), shall expire on the day following the date of payment of the final Statutory Service Payment applicable to the Exemption Period under Section 2(B) hereof. This Agreement shall survive any foreclosures, bankruptcy, or lien enforcement proceedings. Upon such expiration, the City shall deliver to the Company such documents and instruments as the Company may reasonably request to evidence such expiration.

#### 13. GENERAL PROVISIONS.

- A. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same Agreement.
- B. <u>Captions</u>. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.
- C. <u>Governing Law and Choice of Forum</u>. This Agreement shall be governed by the laws of the State of Ohio and shall be interpreted and enforced in accordance with the laws of this State without regard to the principles of conflicts of laws. All unresolved claims and other matters in question between the City and the Company shall be decided in the Hamilton County Court of Common Pleas. The parties hereby waive trial by jury.
- D. <u>Severability</u>. If any provision of this Agreement is determined to be illegal, invalid or unenforceable, it is the intention of the parties that the remainder of this Agreement shall not be affected thereby, and in lieu of each provision that is illegal, invalid or unenforceable, there shall be added as a

part of this Agreement provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

- E. <u>Additional Documents</u>. The City and the Company agree to execute any further agreements, documents or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement to the extent permitted by this Agreement and in compliance with all laws and ordinances controlling this Agreement.
- F. <u>Entire Agreement; Amendments</u>. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements of the parties. This Agreement may be amended only by a written amendment signed by all parties.

[Signature Page Follows]

This Service Agreement is executed by the City and the Company by their duly-authorized officers or representatives as of the Effective Date.

#### **CITY OF CINCINNATI**

#### **MADISONVILLE PHASE III LLC**

Ву:		Ву:
By: Paula Boggs Muething, Inte	rim City Manager	Printed name:
		Title:
Approved by:		
Karen Alder, City Finance Direc	tor	
Approved as to Form:		
Assistant City Solicitor		
STATE OF OHIO	) ) SS:	
COUNTY OF HAMILTON	)	
The foregoing instrument was Boggs Muething, Interim City Nuehalf of the corporation.	acknowledged before m lanager of the CITY OF	ne this day of, 2020, by Paula CINCINNATI, an Ohio municipal corporation, on
		Notary Public My commission expires:
STATE OF OHIO	) ) SS:	
COUNTY OF HAMILTON	)	
The foregoing instrument was, the 1. on	acknowledged before m	ne this day of, 2020, by of [], an].
<u>,                                     </u>		
		Notary Public My commission expires:
This instrument prepared by:	Kaitlyn Geiger, Esq.; (	City of Cincinnati, Office of the City Solicitor; 801 Plum

#### EXHIBIT A TO SERVICE AGREEMENT

# LEGAL DESCRIPTION

[TO BE PROVIDED BY DEVELOPER]

#### SCHEDULE 12

TO

Fourth Amendment to Funding, Acquisition and Development Agreement

Form of Assignment Agreement of Developer's Rights

#### Assignment

The undersigned, Ackermann Enterprises, Inc., an Ohio corporation ("Assignor"), hereby assigns to Madisonville Phase III LLC, an Ohio limited liability company ("Assignee"), all of its right, title and interest under that certain Funding, Acquisition and Development Agreement dated October 6, 2016, as amended by that certain First Amendment to Funding, Acquisition and Development Agreement dated September 25, 2018, as amended by that certain Second Amendment to Funding, Acquisition and Development Agreement dated September 30, 2019, as amended by that certain Third Amendment to Funding, Acquisition, and Development Agreement dated July \_\_\_, 2020, and as amended by that certain Fourth Amendment to Funding, Acquisition, and Development Agreement dated as of even date herewith (collectively, the "Agreement"), as it relates to the Phase IIB Project (as defined in the Agreement). Assignee accepts such assignment and assumes all of Assignor's duties, obligations and liabilities under the Agreement with respect to the Phase IIB Project as of this \_\_\_\_day of \_\_\_\_\_, 2020. MADISONVILLE PHASE III LLC. ACKERMANN ENTERPRISES, INC. an Ohio corporation an Ohio limited liability company By: \_\_\_\_\_ Name: \_\_\_\_\_ By: Ackermann Madisonville Phase II LLC, an Ohio limited liability company, its Manager Title: \_\_\_\_\_ John Wendt, Vice President



August 3, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: EMERGENCY ORDINANCE FOR OAKLEY STATION - 2019

UPDATE TO SPECIAL ASSESSMENT

Attached is an Emergency Ordinance captioned as follows:

**AMENDING** Ordinance No. 228-2012 passed by City Council on June 20, 2012, as previously amended by Ordinance No. 246-2013, Ordinance No. 179-2014, Ordinance No. 272-2015, Ordinance No. 268-2016, Ordinance No. 213-2017, Ordinance No. 244-2018, and Ordinance No. 321-2019, for the purpose of reducing those special assessments levied and to be collected in 2021 (with tax year 2020 property taxes) based upon a report of the administrator for bonds issued by the Port of Greater Cincinnati Development Authority related to the Oakley Station development project.

#### BACKGROUND/CURRENT CONDITIONS

The Public Infrastructure Improvements for the Oakley Station project were funded by special obligation bonds issued against future revenue streams from a Project Tax Increment Financing (TIF) District put in place on the project site and back-stopped by a Special Assessment levied on the properties within the project site. Each year, the Port Authority, as the TIF and Special Assessment Administrator, issues an annual report determining the appropriate level of Special Assessments to be certified to the properties in the coming tax year.

#### **DEVELOPMENT ENTITY**

The Port of Greater Cincinnati Development Authority disbursed the bonds and serves as the TIF and Special Assessment Administrator. The Developer for Oakley Station is USS Realty, LLC.

#### PROJECT DESCRIPTION

The 2020 Administrator's Report determined that actual TIF revenues and projected TIF revenues for the 2020 (collect 2021) tax year are adequate to cover all bond

Oakley Station Special Assessment Page **2** of 2

obligations and have additional reserves on hand, so the Special Assessment for this year may be lowered to \$0.00.

#### RECOMMENDATION

The Administration recommends passage of this Emergency Ordinance to reduce the Special Assessment amounts, as recommended based on the annual Administrator's Report.

The reason for the emergency is to allow the reduced Special Assessment amounts to be certified to the Hamilton County Auditor by September.

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

#### **EMERGENCY**

# City of Cincinnati

WPW AWG

# An Ordinance No.

- 2020

**AMENDING** Ordinance No. 228-2012 passed by City Council on June 20, 2012, as previously amended by Ordinance No. 246-2013, Ordinance No. 179-2014, Ordinance No. 272-2015, Ordinance No. 268-2016, Ordinance No. 213-2017, Ordinance No. 244-2018, and Ordinance No. 321-2019, for the purpose of reducing those special assessments levied and to be collected in 2021 (with tax year 2020 property taxes) based upon a report of the administrator for bonds issued by the Port of Greater Cincinnati Development Authority related to the Oakley Station development project.

WHEREAS, on June 20, 2012, this Council adopted Resolution No. 38-2012 declaring the necessity of (i) constructing various public infrastructure improvements ("Public Infrastructure Improvements") related to the Oakley Station development project generally located at 4701 Marburg Avenue in Cincinnati, and (ii) assessing lands for the costs of the Public Infrastructure Improvements as petitioned by the owners of 100% of such property (the "Petition") in accordance with Chapter 727 of the Ohio Revised Code; and

WHEREAS, on June 20, 2012, Council passed Ordinance No. 228-2012 levying Special Assessments (as defined in the Cooperative Agreement, as defined below) to pay for the costs of constructing the Public Infrastructure Improvements; and

WHEREAS, Ordinance No. 228-2012 and the Petition contemplate that the Special Assessments will be reapportioned in accordance with the Petition upon the subdivision (or consolidation) of any parcels included within the assessed lands; and

WHEREAS, Ordinance No. 228-2012 and that certain *Cooperative Special District Financing and Redevelopment Agreement* dated July 31, 2012 (the "Cooperative Agreement") among the City of Cincinnati, the Port of Greater Cincinnati Development Authority (the "Port Authority"), and USS Realty, LLC each contemplate that Council may reduce or abate the Certified Annual Installments (as defined in the Cooperative Agreement) of the Special Assessments based upon a report of an administrator (the "Administrator") appointed by the Port Authority for bonds issued by the Port Authority and secured by an assignment of the Special Assessments; and

WHEREAS, pursuant to Ordinance No. 246-2013 passed by Council on August 7, 2013, based upon and consistent with a report of the Administrator, the Certified Annual Installments of the Special Assessments were reapportioned among Hamilton County Parcel Numbers 051-0001-0001, 051-0001-0063, and 051-0001-0064 and the Certified Annual Installments to be collected in 2014, as reapportioned, were reduced and certified for collection; and

WHEREAS, pursuant to Ordinance No. 179-2014 passed by Council on June 25, 2014, based upon and consistent with a report of the Administrator, the Certified Annual Installments of

the Special Assessments apportioned to Hamilton County Auditor Parcel Number 051-0001-0001 (in 2013) were reapportioned among Hamilton County Auditor Parcel Numbers 051-0001-0070, 051-0001-0071, 051-0001-0072, 051-0001-0074, and 051-0001-0075 and the Certified Annual Installments of the Special Assessments to be collected in 2015, as apportioned and reapportioned, were reduced and certified for collection; and

WHEREAS, pursuant to Ordinance No. 272-2015 passed by Council on August 5, 2015, based upon and consistent with a report of the Administrator, the Certified Annual Installments of the Special Assessments to be collected in 2016, as previously apportioned among Hamilton County Auditor Parcel Numbers 051-0001-0063, 051-0001-0064, 051-0001-0070, 051-0001-0071, 051-0001-0072, 051-0001-0074, and 051-0001-0075, were reduced and certified for collection; and

WHEREAS, pursuant to Ordinance No. 268-2016 passed by Council on August 3, 2016, based upon and consistent with a report of the Administrator (the "2016 Report"), as a result of further subdivisions of Hamilton County Auditor Parcel Numbers 051-0001-0071, 051-0001-0072, and 051-0001-0074 (twice), the Certified Annual Installments of the Special Assessments apportioned to Hamilton County Auditor Parcel Numbers 051-0001-0071, 051-0001-0072, and 051-0001-0074 were reapportioned among Hamilton County Auditor Parcel Numbers 051-0001-0071, 051-0001-0074, 051-0001-0078, 051-0001-0079, 051-0001-0080, 051-0001-0081, 051-0001-0082, 051-0001-0083, 051-0001-0084, 051-0001-0085, 051-0001-0086, 051-0001-0087, 051-0001-0088, and 051-0001-0089 and the Certified Annual Installments of the Special Assessments to be collected in 2017, as apportioned and reapportioned, were reduced consistent with the 2016 Report, the Special Assessment Roll for the Special Assessments (Exhibit A to Ordinance No. 228-2012 as amended in Section 1 of Ordinance No. 179-2014) was further amended and restated in Section 1 of Ordinance No. 268-2016, and the Certified Annual Installments of the Special Assessments, as apportioned and reapportioned in Exhibit D to Ordinance No. 228-2012, as amended in Section 2 of Ordinance No. 179-2014, were further amended in Section 2 of Ordinance No. 268-2016; and

WHEREAS, pursuant to Ordinance No. 213-2017 passed by Council on August 9, 2017, based upon and consistent with a report of the Administrator (the "2017 Report"), as a result of further subdivision of Hamilton County Auditor Parcel Number 051-0001-0075, the Certified Annual Installments of the Special Assessments apportioned to Hamilton County Auditor Parcel Numbers 051-0001-0075 were reapportioned among Hamilton County Auditor Parcel Numbers 051-0001-0090 and 051-0001-0091, all prior reapportionments were confirmed, the Certified Annual Installments of the Special Assessments to be collected in 2018, as apportioned and reapportioned, were reduced consistent with the 2017 Report, the Special Assessment Roll for the Special Assessments (Exhibit A to Ordinance No. 228-2012 as most recently amended in Section 1 of Ordinance No. 268-2016) was further amended and restated in Section 1 of Ordinance No. 213-2017, and the Certified Annual Installments of the Special Assessments, as apportioned and reapportioned in Exhibit D to Ordinance No. 228-2012 (as most recently amended in Section 2 of Ordinance No. 268-2016), were further amended in Section 2 of Ordinance No. 213-2017; and

WHEREAS, pursuant to Ordinance No. 244-2018 passed by Council on August 1, 2018, based upon and consistent with a report of the Administrator, the Certified Annual Installments of the Special Assessments to be collected in 2019, as previously apportioned among Hamilton

County Auditor Parcel Numbers 051-0001-0063, 051-0001-0064, 051-0001-0070, 051-0001-0071, 051-0001-0074, 051-0001-0078, 051-0001-0079, 051-0001-0080, 051-0001-0081, 051-0001-0082, 051-0001-0083, 051-0001-0084, 051-0001-0085, 051-0001-0086, 051-0001-0087, 051-0001-0088, 051-0001-0089, 051-0001-0090, and 051-0001-0091, were reduced to zero and that reduction, and the amount to be collected with respect to each such parcel (\$0.00), were certified to the County Auditor; and

WHEREAS, pursuant to Ordinance No. 321-2019 passed by Council on August 7, 2019, based upon and consistent with a report of the Administrator, the Certified Annual Installments of the Special Assessments to be collected in 2020, as previously apportioned among Hamilton County Auditor Parcel Numbers 051-0001-0063, 051-0001-0064, 051-0001-0070, 051-0001-0071, 051-0001-0074, 051-0001-0078, 051-0001-0079, 051-0001-0080, 051-0001-0081, 051-0001-0082, 051-0001-0083, 051-0001-0084, 051-0001-0085, 051-0001-0086, 051-0001-0087, 051-0001-0088, 051-0001-0089, 051-0001-0090, and 051-0001-0091, were reduced to zero and that reduction, and the amount to be collected with respect to each such parcel (\$0.00), were certified to the County Auditor; and

WHEREAS, the City has received a report of the Administrator for the current year (the "Administrator's Report") determining, among other things, that:

- (i) There have been no parcel splits or consolidations since the 2017 Report (and the passage of Ordinance No. 213-2017) and none of the Special Assessments should be reapportioned at this time;
- (ii) the Special Assessment Roll for the Special Assessments, referenced in Exhibit A to Ordinance No. 228-2012, as most recently amended in Section 1 of Ordinance No. 213-2017, should not be amended and restated at this time;
- (iii) the Certified Annual Installments of the Special Assessments, as apportioned and reapportioned in Exhibit D to Ordinance No. 228-2012, as most recently amended in Section 2 of Ordinance No. 213-2017, should not be amended and restated at this time;
- (iv) the aggregate Annual Service Payment Credits (as defined in the Cooperative Agreement) for the current year (tax year 2020 and collection year 2021) are \$653,265.00, and such Annual Service Payment Credits are to be apportioned to each of the parcels included in the assessed lands in the same proportion as the Special Assessments; and
- (v) the required Certified Annual Installments of the Special Assessments to be certified by the City to the Hamilton County, Ohio Auditor and collected by the Hamilton County, Ohio Treasurer in 2021 (with 2020 taxes) (i.e., the applicable Certified Annual Installments after applying the Annual Service Payment Credits, as allocated in accordance with the Administrator's Report), is \$0.00, requiring the annual Special Assessments for tax year 2020 to be reduced from the current aggregate Certified Annual Installments amount of \$653,265.00 to \$0.00 consistent with the Administrator's Report; now, therefore,

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

Section 1. That pursuant to the Cooperative Agreement (that term and any other term used but not defined herein being used as defined in the recitals to this ordinance), and based upon the Administrator's Report: (i) the aggregate Annual Service Payment Credits for collection year 2021 shall be \$653,265.00; (ii) such Annual Service Payment Credits shall be apportioned to each of the parcels included in the assessed lands in the same proportion as the Special Assessments; and (iii) the aggregate required Certified Annual Installments of the Special Assessments to be certified by the City to the Hamilton County, Ohio Auditor and collected by the Hamilton County, Ohio Treasurer in 2021 (with tax year 2020 taxes) shall be reduced from \$653,265.00 to \$0.00, all as shown in the following table:

Assessed Lands (Parcel Number)	Current Year Certified Annual <u>Installment</u>	Current Year Annual Service Payment Credit	Special Assessments to be Certified for Collection in 2021
051-0001-0063	\$ 63,195.01	\$ 63,195.01	\$0.00
051-0001-0064	97,840.73	97,840.73	\$0.00
051-0001-0070	133,713.06	133,713.06	\$0.00
051-0001-0071	37,132.59	37,132.59	\$0.00
051-0001-0074	15,066.95	15,066.95	\$0.00
051-0001-0078	14,776.69	14,776.69	\$0.00
051-0001-0079	41,211.71	41,211.71	\$0.00
051-0001-0080	21,643.15	21,643.15	\$0.00
051-0001-0081	31,855.51	31,855.51	\$0.00
051-0001-0082	35,894.13	35,894.13	\$0.00
051-0001-0083	12,314.08	12,314.08	\$0.00
051-0001-0084	12,727.06	12,727.06	\$0.00
051-0001-0085	11,802.97	11,802.97	\$0.00
051-0001-0086	13,096.91	13,096.91	\$0.00
051-0001-0087	10,166.17	10,166.17	\$0.00
051-0001-0088	13,902.46	13,902.46	\$0.00
051-0001-0089	67,161.62	67,161.62	\$0.00
051-0001-0090	13,622.20	13,622.20	\$0.00
051-0001-0091	<u>6,142.01</u>	<u>6,142.01</u>	<u>\$0.00</u>
Total	\$653,265.00	\$653,265.00	\$0.00

Section 2. That all existing provisions of Ordinance No. 228-2012 passed by City Council on June 20, 2012, as previously amended by Ordinance No. 246-2013, Ordinance No. 179-2014, Ordinance No. 272-2015, Ordinance No. 268-2016, Ordinance No. 213-2017, Ordinance No. 244-

2018, and Ordinance No. 321-2019, not amended hereby and not inconsistent with this ordinance shall remain in full force and effect.

Section 3. That the Clerk of Council is hereby directed to deliver a certified copy of this ordinance to the Hamilton County, Ohio Auditor within fifteen (15) days after its adoption or, if earlier, within the time required by law for the certification of assessments to be collected in 2021 (with tax year 2020 taxes).

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to certify the revised Special Assessments to the Hamilton County, Ohio Auditor by the certification deadline of September 14, 2020.

Passed:	, 2020	
		John Cranley, Mayor
Attest:Cler		

#### THE PORT

\$6,835,000

# PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY

SPECIAL OBLIGATION DEVELOPMENT REVENUE BONDS
(TAX INCREMENT AND SPECIAL ASSESSMENT REVENUE FINANCING)
(CINCINNATI OAKLEY STATION PUBLIC INFRASTRUCTURE PROJECT)
DATED AUGUST 1, 2012

#### ANNUAL ADMINISTRATOR'S REPORT

June 23, 2020



Prepared By:



100 South Third Street Columbus, Ohio 43215 614.227.4888

# ANNUAL ADMINISTRATOR'S REPORT

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### INTRODUCTION

The Port of Greater Cincinnati Development Authority, an Ohio port authority now doing business as The Port (the **Port**) issued its \$6,835,000 Special Obligation Development Revenue Bonds (Tax Increment and Special Assessment Revenue Financing) (Cincinnati Oakley Station Public Infrastructure Project) (the **Bonds**), pursuant to the terms of (i) a Cooperative Special District Financing and Redevelopment Agreement dated July 31, 2012 (the **Cooperative Agreement**) by and among the City of Cincinnati, Ohio (the **City**), the Port and USS Realty, LLC (the **Developer**), and (ii) a Trust Indenture dated as of August 1, 2012 (the **Trust Indenture**) between the Port and The Bank of New York Mellon Trust Company, N.A., as trustee (the **Trustee**).

The Bonds were issued to finance the costs of certain public infrastructure improvements (the **Project**), which serve the properties then generally located at 4701 Marburg Avenue (now including various properties with addresses on Disney Street, Factory Colony Lane, Marburg Avenue, Oakley Mill Lane, Oakley Station Boulevard and Vandercar Way) in the Oakley neighborhood of the City and within the territory served by the Port (the **Development Site**).

The City established a tax increment financing district (the **District**) originally covering 72.3306 acres, including the Development Site, in order to finance the Project. Under Ohio law, certain improvements to properties in the District are exempt from real property taxes for a period of up to 30 years (the **TIF Exemption**). Unless subject to another tax exemption with priority over the TIF Exemption, the owners of properties in the District are to make service payments in lieu of taxes to the City (the **Service Payments**) in amounts equal to the taxes that would have been paid had no such exemption been granted. In addition, to pay or provide for costs of the Project, the City levied special assessments on the properties in the District specially benefited by the Project (the **Assessments** or **Special Assessments**). To provide for and secure payments of debt service and administrative expenses on the Bonds (the **Bond Payments**), the City assigned a portion of the Service Payments (the **Assigned Service Payments**) and all of the Special Assessments to the Port under the Cooperative Agreement.

The Bonds are special, limited obligations of the Port, which are payable solely from (a) City Contributions to be made to the Port, including (i) a portion of the Service Payments distributed to the City, and (ii) Special Assessments collected (generally to be certified by the City for collection annually to the extent that the Service Payments and other available amounts are estimated to be insufficient to cover Bond Payments); and (b) monies in certain funds and accounts held by the Trustee.

The Special Assessments have been levied by the City on the properties in the District pursuant to a Petition of 100% of the property owners within the District (the **Petition**) and, after acceptance of the Petition by City Council, pursuant to Ordinance No. 228-2012 passed by the City Council on June 20, 2012 (as amended from time to time, the **Assessing Ordinance**). After being reduced by application of certain credits authorized by the Petition and the Assessing Ordinance, the annual installments of the Assessments (as reduced, the **Certified Annual Installments**) were certified to the Hamilton County Auditor (the **Auditor**) for collection annually or semiannually for a period of 24 years.

At the time of passage of the Assessing Ordinance and certification of the Certified Annual Installments, the Development Site consisted of a single real estate parcel identified as Hamilton County Auditor Parcel #051-0001-0001 (the **Original Parcel**). The Petition provides for the methodology for apportioning the Special Assessments upon the subdivision of the Original Parcel (and any subsequent subdivisions of the resulting parcels), and also provides for the exclusion of certain parcels that may be created from the Original Parcel (the **Excluded Parcels**). The parcels resulting from the subdivisions of the Original Parcel, exclusive of any Excluded Parcels, may be referred to herein as the **Subject Parcels** or the **Assessed Lands**.



Each of the Certified Annual Installments of Assessments may be further reduced annually, in accordance with the Assessing Ordinance, the Cooperative Agreement and the Petition, by the amount referred to in the Petition as the **Annual Service Payment Credit** to the amount necessary to pay annual Bond Payments, after taking into consideration the Service Payments and other funds available for that purpose (the **Aggregate Annual Required Assessments**).

Pursuant to the Trust Indenture and related agreements, Argus Growth Consultants, Ltd., the Administrator for the Bonds (the **Administrator**), is to, among other things, (i) determine any necessary amendments to the Special Assessment rolls and document and propose those amendments to the City (including apportionment and/or any reapportionment of the Special Assessments based upon the subdivision or consolidation of any of the Subject Parcels in accordance with the Petition), (ii) annually calculate and allocate the Aggregate Annual Required Assessments required to be certified for collection by the City and collected by the Hamilton County Treasurer, (iii) determine and resolve any claimed calculation or other determination errors relating to the Special Assessments, and (iv) under certain circumstances described in the Cooperative Agreement, direct the City as to the amount of the Assigned Service Payments to be transferred to the Trustee for the account of the Port. The Administrator has prepared this report (the **Report**) for those purposes for the Assessments to be collected in 2021 (with tax year 2020 taxes) and for the Assigned Service Payments remaining to be collected in 2020 (with tax year 2019 taxes). Any questions regarding this Report should be directed to:

Argus Growth Consultants, Ltd.

ATTN: Christiane W. Schmenk, President 100 South Third Street Columbus, Ohio 43215 (614) 227-2323



### I. SPECIAL ASSESSMENT ROLL AMENDMENTS

Pursuant to the Petition, the Assessing Ordinance and the Cooperative Agreement, the Special Assessments were initially levied on the Original Parcel and certified by the City to the Auditor, including the Certified Annual Installment of \$653,265.00 to be collected in 2021 (with tax year 2020 taxes). In each year following passage of the Assessing Ordinance, the Administrator has determined whether any events have taken place to require the reapportionment and reallocation of the Special Assessments (and related Certified Annual Installments and Annual Service Payment Credits) and the Annual Installment of the Special Assessments in a given tax year for collection the following year. City Council may then pass an ordinance, in which it determines and directs such reallocation and reapportionment to take place (and approves any credits applicable to the particular Annual Installment). The City then certifies the ordinance to the Auditor to collect and distribute the Special Assessments in the following year with real property taxes.

Following the 2013 annual report of the Administrator, City Council passed Ordinance No. 246-2013 on August 7, 2013, which apportioned (or reapportioned) and allocated (or reallocated) the Special Assessments (and related Certified Annual Installments and Annual Service Payment Credits) and the Annual Installment of the Special Assessments to be collected in 2014 to the respective identified Subject Parcels shown in **Exhibit B**. The Special Assessments for tax year 2013 were collected and distributed in 2014 consistent with the allocations directed by and the credits approved in Ordinance No. 246-2013.

Following the 2014 annual report of the Administrator, City Council passed Ordinance No. 179-2014 on June 25, 2014, which apportioned (or reapportioned) and allocated (or reallocated) the Special Assessments (and related Certified Annual Installments and Annual Service Payment Credits) and the Annual Installment of the Special Assessments to be collected in 2015 to the respective identified Subject Parcels shown in **Exhibit B**. The Special Assessments for tax year 2014 were collected and distributed in 2015 consistent with the allocations directed by and the credits approved in Ordinance No. 179-2014.

Following the 2015 annual report of the Administrator, City Council passed Ordinance No. 272-2015 on August 5, 2015. The apportionment and allocation of the Special Assessments (and related Certified Annual Installments and Annual Service Payment Credits) and the Annual Installment of the Special Assessments to be collected in 2016 remained the same as the previous year as shown in **Exhibit B**. The Special Assessments for tax year 2015 were collected and distributed in 2016 consistent with the allocations directed by and the credits approved in Ordinance No. 272-2015.

Following the 2016 annual report of the Administrator, City Council passed Ordinance No. 268-2016 on August 3, 2016 (the 2016 Ordinance), which apportioned (or reapportioned) and allocated (or reallocated) the Special Assessments (and related Certified Annual Installments and Annual Service Payment Credits) and the Annual Installment of the Special Assessments to be collected in 2017 to the respective identified Subject Parcels shown in Exhibit B. Although City Council passed the 2016 Ordinance, the 2016 Ordinance was not certified to the County Auditor. In 2017, the County Auditor collected Special Assessments on only two parcels (Hamilton County Parcel Numbers 051-0001-0063 and 051-0001-0064 (herein Parcels 63 and 64)) and did so without regard to the reductions approved in the 2016 Ordinance. As a result, the Special Assessments collected in 2017 on Parcels 63 and 64 far exceeded the amounts apportioned and allocated to those parcels under the 2016 Ordinance. Based on the authority of the Cooperative Agreement and the Petition, and on its determinations that errors were made with respect to the determination and collection of the Annual Installment of Special Assessments for the 2017 collection year, the Administrator determined to resolve and correct those errors in the 2017 annual report of the Administrator (2017 Annual Report), and did so through a combination of credits and refunds described in the 2017 Annual Report and in subsequent annual reports of the Administrator, with the last such refunds, as described in the 2019 annual report of the Administrator (2019 Annual Report), made on August 2, 2019. As a result of the actions so described and taken, the Administrator has determined that all necessary actions have been taken to resolve and correct the errors made with respect to the determination and collection of the Annual Installment of Special Assessments for the 2017 collection year.



Following the 2017 Annual Report, City Council passed Ordinance No. 213-2017 on August 9, 2017 (2017 Ordinance), which apportioned (or reapportioned) and allocated (or reallocated) the Special Assessments (and related Certified Annual Installments and Annual Service Payment Credits) and the Annual Installment of the Special Assessments to be collected in 2018 to the respective identified Subject Parcels shown in Exhibit B. The Special Assessments for tax year 2017 were billed, collected and distributed in 2018 consistent with the allocations directed by and the credits approved in the 2017 Ordinance except that (i) Special Assessments from two parcels were billed and collected without regard to the reductions approved in the 2017 Ordinance and were overpaid, and (ii) one parcel was appropriately billed but did not timely pay. The City retained those "overpaid" Special Assessments and the Administrator understands that the County Treasurer refunded those Special Assessments directly to the respective Owners and the County Auditor then made appropriate adjustments in the amounts of subsequent distributions to the City.

Following the 2018 annual report of the Administrator, City Council passed Ordinance 244-2018 on August 1, 2018 (**2018 Ordinance**). The apportionment and allocation of the Special Assessments (and related Certified Annual Installments and Annual Service Payment Credits) and the Annual Installment of the Special Assessments to be collected in 2019 remained the same as the previous year as shown in **Exhibit B**; however, consistent with the credits approved in the 2018 Ordinance, no Special Assessments (for tax year 2018) were collected for distribution in 2019.

Following the 2019 Annual Report, City Council passed Ordinance 321-2019 on August 7, 2019 (2019 Ordinance). The apportionment and allocation of the Special Assessments (and related Certified Annual Installments and Annual Service Payment Credits) and the Annual Installment of the Special Assessments to be collected in 2020 remained the same as the previous year as shown in **Exhibit B**; however, consistent with the credits approved in the 2019 Ordinance, no Special Assessments (for tax year 2019) were collected for distribution in 2020.

The Administrator has concluded that there have been no parcel splits or consolidations since the 2017 Annual Report and that, as indicated in **Exhibit B**, the Special Assessment Roll should again remain unchanged from the Special Assessment Roll for the 2017 through 2019 tax years. Accordingly, the Special Assessments should not be further reapportioned at this time when determining the allocation of the Certified Annual Installments, the Annual Service Payment Credits, and the Aggregate Required Annual Assessment for 2020 (for collection year 2021).

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The current Special Assessment Roll is set forth below:

#### SPECIAL ASSESSMENT ROLL

Assessed Lands (Parcel Number)	Assessable Cost <sup>(1)</sup>	Percentage of Benefit <sup>(2)</sup>	Percentage of Assessments	Special Assessments <sup>(1)</sup>
051-0001-0063	\$ 661,198.60	9.6737%	9.6737%	\$ 661,198.60
051-0001-0064	1,023,690.79	14.9772%	14.9772%	1,023,690.79
051-0001-0070	1,399,016.92	20.4684%	20.4684%	1,399,016.92
051-0001-0071	388,511.92	5.6841%	5.6841%	388,511.92
051-0001-0074	157,642.92	2.3064%	2.3064%	157,642.92
051-0001-0078	154,606.02	2.2620%	2.2620%	154,606.02
051-0001-0079	431,191.03	6.3086%	6.3086%	431,191.03
051-0001-0080	226,448.62	3.3131%	3.3131%	226,448.62
051-0001-0081	333,298.71	4.8763%	4.8763%	333,298.71
051-0001-0082	375,554.12	5.4946%	5.4946%	375,554.12
051-0001-0083	128,840.06	1.8850%	1.8850%	128,840.06
051-0001-0084	133,161.06	1.9482%	1.9482%	133,161.06
051-0001-0085	123,492.41	1.8068%	1.8068%	123,492.41
051-0001-0086	137,030.77	2.0048%	2.0048%	137,030.77
051-0001-0087	106,366.87	1.5562%	1.5562%	106,366.87
051-0001-0088	145,459.06	2.1282%	2.1282%	145,459.06
051-0001-0089	702,700.50	10.2809%	10.2809%	702,700.50
051-0001-0090	142,526.77	2.0852%	2.0852%	142,526.77
051-0001-0091	64,262.85	0.9403%	0.9403%	64,262.85
Totals	\$6,835,000.00	100.0000%	100.0000%	\$6,835,000.00

- (1) Exclusive of interest thereon and administrative expenses with respect thereto.
- (2) Determined in accordance with the Assessing Ordinance and the Petition, with rounding.

### II. CERTIFIED ANNUAL INSTALLMENTS OF ASSESSMENTS

The Administrator has determined that the Certified Annual Installments of Assessments should be apportioned and allocated consistent with the determinations made and described in Part I above (and, as described therein, should not be changed from the corresponding amounts stated in the 2017 Annual Report). The chart of the Certified Annual Installments of Assessments (all amounts rounded to the nearest \$0.01) is included in **Exhibit A** of this Report, incorporated herein by this reference, as approved and adopted by City Council in the 2017 Ordinance and certified to and filed with the County Auditor, replacing all prior certifications and charts of Certified Annual Installments of Assessments with respect to the Special Assessments.

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# III. AGGREGATE ANNUAL REQUIRED ASSESSMENTS

Below is the Administrator's calculation of the Aggregate Annual Required Assessments due in 2021 (with tax year 2020 taxes). Terms used but not defined herein shall have the meanings set forth in the Trust Indenture and other financing documents relating to the Bonds. Appropriate representations of the financial analysis, the basis therefor and an explanation of the methodology employed to calculate the Aggregate Annual Required Assessments can be found in Sections IV, V, and VI of this Report.

A.	Annual Bond Payments (Through 02/01/2021)	Amount
	Bond Service Charges – Principal	\$ 130,000.00
	Bond Service Charges – Interest	480,993.75
	Administrative Expenses	38,300.00
	Replenishment of Reserve Requirement	0.00
	Deferred Bond Payments	0.00
	Total of A	\$ 649,293.75
В.	Projected Annual Bond Payments (From 02/02/2021 to 02/01/2022)	Amount
	Bond Service Charges – Principal	\$ 140,000.00
	Bond Service Charges – Interest	470,857.50
	Administrative Expenses	35,475.00
	Replenishment of Reserve Requirement	0.00
	Deferred Bond Payments	0.00
	Total of B	\$ 646,332.50
C.	Aggregate Annual Available Amounts	Amount
	Bond Fund	\$ 5,617.73
	Administrative Expense Fund	7,336.71
	Surplus Fund	0.00
	Special Assessment Account	354,565.40
	Special Assessments	0.00
	Service Payment Account	85.08
	Reserve Fund Excess	1,821.96
	Annual Service Payments (Received BY 2020 and Limited Based on Direction to City as Provided Herein)	582,809.01
	Projected Annual Service Payments (BY 2021)	1,073,851.15
	Total of C	\$2,026,087.04

D. Aggregate Annual Required Assessments (A + B - C)



\$ (730,460.79)

# Aggregate Annual Service Payment Credit Amount and Special Assessment Abatement Percentage

Because the Aggregate Annual Required Assessments are less than zero, the annual Special Assessments to be collected in 2021 (with tax year 2020 taxes) should be reduced from \$653,265.00 to \$0.00 resulting in an Aggregate Annual Service Payment Credit Amount of \$653,265.00 and a Special Assessment Abatement Percentage of 100%. Accordingly, the annual Special Assessments to be certified to the County Auditor for collection in 2021 (with tax year 2020 taxes) should be reduced to \$0.00, as shown under Allocated Annual Required Assessments below.

# Apportionment of Certified Annual Installments of Assessments

As stated above, the Special Assessments were initially levied against the Original Parcel. Since the time of the original certification of the Certified Annual Installments of Assessments, the Original Parcel was subdivided into three parcels, and several of the resulting parcels were further subdivided, resulting in new parcels being created by the Auditor. In accordance with the Assessing Ordinance, the Petition and the Cooperative Agreement, the Special Assessments and the Certified Annual Installments thereof should be apportioned among the resulting Subject Parcels as further described in Parts I and II above and **Exhibit B** attached hereto and incorporated herein by reference. As further described in Part II above (and shown in **Exhibit A** hereto), the Certified Annual Installments of Assessments to be collected in 2021 (with tax year 2020 taxes) are apportioned as follows (subject to the credits hereinafter described):

		% of	Certified Annual Installments of
Parcel #	Acreage	Assessments	Assessments
051-0001-0063	6.9970	9.6737%	\$ 63,195.01
051-0001-0064	10.8115	14.9772	97,840.73
051-0001-0070	12.4008	20.4684	133,713.06
051-0001-0071	3.4437	5.6841	37,132.59
051-0001-0074	1.3973	2.3064	15,066.95
051-0001-0078	1.3704	2.2620	14,776.69
051-0001-0079	3.8220	6.3086	41,211.71
051-0001-0080	2.0072	3.3131	21,643.15
051-0001-0081	2.9543	4.8763	31,855.51
051-0001-0082	3.3288	5.4946	35,894.13
051-0001-0083	1.1420	1.8850	12,314.08
051-0001-0084	1.1803	1.9482	12,727.06
051-0001-0085	1.0946	1.8068	11,802.97
051-0001-0086	1.2146	2.0048	13,096.91
051-0001-0087	0.9428	1.5562	10,166.17
051-0001-0088	1.2893	2.1282	13,902.46
051-0001-0089	6.2285	10.2809	67,161.62
051-0001-0090	1.2633	2.0852	13,622.20
051-0001-0091	0.5696	0.9403	6,142.01
Totals	63.4580	100.0000%	\$653,265.00

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# **Allocated Annual Service Payment Credits**

In accordance with the Petition, the Cooperative Agreement and the Trust Indenture, the Administrator has determined that the Allocated Annual Service Payment Credits for each Subject Parcel are as follows:

Parcel #	% of Annual Service Payment Credits	Allocated Annual Service Payment Credits
051-0001-0063	9.6737%	\$ 63,195.01
051-0001-0064	14.9772	97,840.73
051-0001-0070	20.4684	133,713.06
051-0001-0071	5.6841	37,132.59
051-0001-0074	2.3064	15,066.95
051-0001-0078	2.2620	14,776.69
051-0001-0079	6.3086	41,211.71
051-0001-0080	3.3131	21,643.15
051-0001-0081	4.8763	31,855.51
051-0001-0082	5.4946	35,894.13
051-0001-0083	1.8850	12,314.08
051-0001-0084	1.9482	12,727.06
051-0001-0085	1.8068	11,802.97
051-0001-0086	2.0048	13,096.91
051-0001-0087	1.5562	10,166.17
051-0001-0088	2.1282	13,902.46
051-0001-0089	10.2809	67,161.62
051-0001-0090	2.0852	13,622.20
051-0001-0091	0.9403	6,142.01
Totals	100.0000%	\$653,265.00

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#### **Allocated Annual Required Assessments**

Based on the required apportionments of the \$653,265.00 Certified Annual Installment of Assessments to be collected in 2021 (with tax year 2020 taxes) described above, and on the Allocated Annual Service Payment Credits, all determined as described above, the Administrator has calculated the Allocated Annual Required Assessments to be certified for collection in 2020 for each of the Subject Parcels, as shown in the table on the following page:

	Certified Annual Installments of	Allocated Annual Service Payment	Allocated Annual Required
Parcel #	Assessments	Credits	Assessments <sup>1</sup>
051-0001-0063	\$ 63,195.01	\$ 63,195.01	\$0.00
051-0001-0064	97,840.73	97,840.73	0.00
051-0001-0070	133,713.06	133,713.06	0.00
051-0001-0071	37,132.59	37,132.59	0.00
051-0001-0074	15,066.95	15,066.95	0.00
051-0001-0078	14,776.69	14,776.69	0.00
051-0001-0079	41,211.71	41,211.71	0.00
051-0001-0080	21,643.15	21,643.15	0.00
051-0001-0081	31,855.51	31,855.51	0.00
051-0001-0082	35,894.13	35,894.13	0.00
051-0001-0083	12,314.08	12,314.08	0.00
051-0001-0084	12,727.06	12,727.06	0.00
051-0001-0085	11,802.97	11,802.97	0.00
051-0001-0086	13,096.91	13,096.91	0.00
051-0001-0087	10,166.17	10,166.17	0.00
051-0001-0088	13,902.46	13,902.46	0.00
051-0001-0089	67,161.62	67,161.62	0.00
051-0001-0090	13,622.20	13,622.20	0.00
051-0001-0091	6,142.01	6,142.01	0.00
Total	\$653,265.00	\$653,265.00	\$0.00
<sup>1</sup> Allocated Annual Installments to be certified to the County Auditor for collection in 2021.			

## IV. CURRENT YEAR ANNUAL BOND PAYMENTS

The following information provides the details of all expected Annual Bond Payments to be made from the date of this Report through February 1, 2021 (Bond Year 2020).

#### **Bond Service Charges**

Bond Service Charges on the Bonds through February 1, 2021 are as follows:

Date	Principal	Interest	Total
August 1, 2020	\$ 65,000.00	\$241,740.00	\$306,740.00
February 1, 2021	65,000.00	239,253.75	304,253.75
Total	\$130,000.00	\$480,993.75	\$610,993.75



#### **Administrative Expenses**

Administrative expenses include the Port's annual fee, the annual fees of the Trustee and the Administrator, and other administration fees. The annual fee of the Port is equal to 0.25% of the principal amount of the Bonds outstanding (at the beginning of the applicable Bond Year). The annual Trustee fee is \$2,500, the annual Administrator fee is generally estimated at \$10,000, payable monthly, and based on the actual time required to perform its duties at hourly rates as set forth in the Agreement for Administrative Services, and based on advice from The Port as to current activity and its expectations, the Administrator estimates that other administration fees and expenses will be approximately \$10,000.

Bond Year 2020 Administrative Expenses that remain payable through February 1, 2021 are estimated as follows:

Administrative Expense Description	Amount
Port Fee (\$6,320,000 X 0.25%)	\$15,800.00
Trustee Fee	2,500.00
Administrator Fee	10,000.00
Other Administration Fees	10,000.00
Total	\$38,300.00

## V. PROJECTED ANNUAL BOND PAYMENTS

The following information provides the details of all expected Annual Bond Payments to be made from February 2, 2021 through February 1, 2022 (**Bond Year 2021**).

#### **Bond Service Charges**

Bond Service Charges on the Bonds from February 2, 2021 through February 1, 2022 are estimated as follows:

Date	Principal	Interest	Total
August 1, 2021	\$ 70,000.00	\$236,767.50	\$306,767.50
February 1, 2022	70,000.00	234,090.00	304,090.00
Total	\$140,000.00	\$470,857.50	\$610,857.50

#### **Administrative Expenses**

Administrative Expenses payable from February 2, 2021 through February 1, 2022 are estimated as follows (based on the same elements as for the current year except that estimated "other administrative" expenses are reduced by 25%):

Administrative Expense Description	Amount
Port Fee (\$6,190,000 X 0.25%)	\$15,475.00
Trustee Fee	2,500.00
Administrator Fee	10,000.00
Other Administration Fees	7,500.00
Total	\$35,475.00



#### VI. AGGREGATE ANNUAL AVAILABLE AMOUNT

The following information provides the details of all sources of revenues and funds available to pay the Annual Bond Payments and the Projected Bond Payments detailed in Sections IV and V of this Report.

#### **Bond Fund**

As of April 30, 2020, the balance in the Bond Fund was \$5,617.73.

#### Administrative Expense Fund

As of April 30, 2020, the balance in the Administrative Expense Fund was \$7,336.71.

#### Surplus Fund

As of April 30, 2020, the balance in the Surplus Fund was \$0.00.

#### **Special Assessment Account**

As of April 30, 2020, the balance in the Assessment Collection Account of the Revenue Fund was \$354,565.40; however, under Section 5.03(d) of the Trust Indenture, all moneys in the Assessment Collection Account are required to be used first, before any amounts are used from the Service Payment Account of the Revenue Fund for the transfers therefrom. Since there were no Special Assessments collected and transferred to the Trustee in 2019 or 2020, the Administrator has determined that the balance in the Assessment Collection Account in fact represents Assigned Service Payments and should be immediately transferred to the Service Payment Account of the Revenue Fund and the Administrator hereby directs the Trustee to forthwith make such transfer.

#### **Service Payment Account**

As of April 30, 2020, the balance in the Service Payment Account of the Revenue Fund was \$85.08; however, as indicated above, the entire balance in the Assessment Collection Account of the Revenue Fund is to be transferred to the Service Payment Account and used for the purposes thereof.

#### Reserve Fund

As of April 30, 2020, the balance in the Reserve Fund was \$615,290.71. Amounts in the Reserve Fund are not generally available to pay the Annual Bond Payments in the absence of a shortfall in the City Contributions; however the amount in excess of the Reserve Requirement of \$613,468.75 (that excess being \$1,821.96) represents investment earnings on the original Reserve Fund deposit and such earnings, if not needed to reinstate the Reserve Fund to the Reserve Requirement, are to be transferred, upon receipt, to the Service Payment Account of the Revenue Fund and the Trustee is hereby directed to forthwith transfer such excess to the Service Payment Account for the purposes thereof.

#### **Estimated 2020 City Contributions**

As of the date of this Report, the Administrator understands that the City received \$582,809.01 in Assigned Service Payments from the Hamilton County Auditor with distributions of first-half 2019 taxes and



will transfer such amount to the Trustee for deposit in the Service Payment Account of the Revenue Fund, and that such amount was or will be so credited to such fund thereafter. Accordingly, the City will transfer a total of \$582,809.01 to the Trustee from distributions received with first-half 2019 taxes.

No Special Assessments are expected to be collected or distributed to the City in 2020, but the Administrator does expect the City to receive a substantial amount of Assigned Service Payments in 2020 with distributions of second-half 2019 taxes. However, as further described below, the Administrator has, pursuant to the Cooperative Agreement, determined that the first-half transfers to the Trustee of Assigned Service Payments (\$582,809.01), together with the amounts (aggregating \$369,426.88) currently on deposit with the Trustee and available to make Annual Bond Payments (without reducing the Reserve Fund below the Reserve Requirement), will be sufficient to provide for all amounts reasonably expected to be payable therefrom, and has directed the City not to transfer any further Assigned Service Payments received for the 2019 tax year to the Trustee. Therefore the 2020 City Contributions are estimated at \$582,809.01.

Below (on the following page) is a table showing the current TIF assessed valuations and the expected Service Payments for the current Bond Year. The school district compensation and the Assigned Service Payments are both net of the annual fee charged by the County to administer the TIF. When distributed to the Trustee, such amounts are to be deposited into the Service Payment Account and used for the purposes thereof (after depletion of any amounts deposited into the Assessment Collection Account).

#### Assigned Service Payments Bond Year 2020

	Incremental Assessed		Net School District Compensation	Net Assigned Service	First Half Net Assigned Service
Parcel #	Valuation	Millage	(25% of PILOTS)	Payments	Payments to Port
051-0001-0063	\$ 2,388,838	96.465895	\$ 56,996.81	\$ 170,990.44	\$ 85,494.95
051-0001-0064(1)	709,779	96.465895	16,935.08	50,805.23	25,402.65
051-0001-0070(2)	846,496	96.465895	20,197.08	60,591.25	30,184.60
051-0001-0071	187,730	96.465895	4,462.72	13,388.16	6,694.10
051-0001-0074	646,580	96.465895	15,370.54	46,111.62	23,055.83
051-0001-0078(4)	-	96.465895	ī	-	-
051-0001-0079(3)	205,454	96.465895	4,884.06	14,652.17	7,325.96
051-0001-0080(3)	346,539	96.465895	8,237.94	24,713.82	24,713.94
051-0001-0081	2,277,737	96.465895	54,146.55	162,439.65	98,354.31
051-0001-0082	1,693,797	96.465895	40,265.08	120,795.24	60,291.95
051-0001-0083	599,508	96.465895	14,251.55	42,754.66	42,754.09
051-0001-0084	623,014	96.465895	14,810.34	44,431.02	22,215.72
051-0001-0085	448,956	96.465895	10,672.61	32,017.82	16,009.07
051-0001-0086(5)	904,572	96.465895	Unpaid	Unpaid	Unpaid
051-0001-00876	980,137	96.465895	23,299.88	69,899.65	34,949.95
051-0001-0088	452,480	96.465895	10,756.39	32,269.17	16,134.58
051-0001-0089	535,245	96.465895	12,723.88	38,171.63	19,085.65
051-0001-0090	767,746	96.465895	18,250.92	54,752.76	54,752.33
051-0001-0091	431,578	96.465895	10,259.51	30,778.52	15,389.34
Totals	\$15,046,182		\$336,520.95	\$1,009,562.84	\$582,809.01

<sup>(1)</sup> Parcel subject to a 15-year CRA exemption for collection years 2015-2029. Incremental Assessed Valuation shown not subject to the CRA exemption.

<sup>(2)</sup> Parcel subject to a 15-year CRA exemption for collection years 2017-2031. Incremental Assessed Valuation shown not subject to the CRA exemption.



- (3) Parcel subject to a 15-year CRA exemption for collection years 2018-2032. Incremental Assessed Valuation shown not subject to the CRA exemption.
- (4) Parcel contains a public parking garage and was conveyed to the City pursuant to Ordinance 219-2015. On September 26, 2018, the County Auditor changed the taxation status of the land and improvements on the parcel to Exempt Property for tax years beginning 2017.
- (5) Parcel owner has not paid the first-half installment of collection year 2020 taxes, Service Payments and Special Assessments as of the date of this report. For purposes of this Report, the Administrator has assumed no collections in the current year given the delinquency.
- (6) Parcel subject to a 12-year CRA exemption of 75% of the value of the improvements for collection years 2018-2029. Incremental Assessed Valuation shown not subject to the CRA exemption.
- (7) First Half Net Assigned Service Payments for this parcel include delinquent payments collected in 2019.

#### **Projected Service Payments for 2021**

As of the date of this Report, all of the Subject Parcels have applied for and been granted a TIF exemption with the resulting requirement to pay Service Payments with respect to the exempted "improvement" value (i) except for one City-owned parcel declared exempt, with such exemption treated as having priority over the TIF Exemption and (ii) except to the extent that a CRA exemption is granted with respect to that value. While each such CRA exemption takes precedence over a TIF exemption for the applicable Subject Parcel, the Subject Parcel may still have an obligation to make Service Payments if, for instance, the increase in value on the parcel is attributed by the Auditor to the land or to a non-new construction improvement. This Report projects Service Payments from all of the Subject Parcels based on data currently available to the Administrator from the Auditor.

Subject Parcel 051-0001-0064 was approved for a 15-year CRA exemption for tax collection years 2015-2029, which takes precedence over the TIF exemption in those years. However, the Auditor's records show incremental taxable value for collection year 2020 of \$709,779 on the Subject Parcel that is not subject to the CRA exemption and is subject to the TIF exemption. The property owner is making Service Payments on this incremental value as shown above.

Subject Parcel 051-0001-0070 was approved for a 15-year CRA exemption for tax collection years 2017-2031, which takes precedence over the TIF exemption in those years. However, the Auditor's records show incremental taxable value for collection year 2020 of \$846,496 on the Subject Parcel that is not subject to the CRA exemption and is subject to the TIF exemption. The property owner is making Service Payments on this incremental value as shown above.

Two Subject Parcels (051-0001-0079 and 051-0001-0080) were each approved for a 15-year CRA exemption for tax collection years 2018-2032, which takes precedence over the TIF exemption in those years. The Auditor's records show incremental taxable value for collection year 2020 of \$205,454 and \$346,539, respectively, on these Subject Parcels that is not subject to the CRA exemption and is subject to the TIF exemption. The property owners are making Service Payments on these incremental values as shown above.

Subject Parcel 051-0001-0087 was approved for a 12-year CRA exemption for 75% of the value of the improvements on the Subject Parcel for tax collection years 2018-2029, which takes precedence over the TIF exemption in those years (and for that portion of the incremental improvement value). The Auditor's records show incremental taxable value for collection year 2020 of \$980,137 on the Subject Parcel that is not subject to the CRA exemption and is subject to the TIF exemption. The property owner is making Service Payments on this incremental value as shown above.

Upon application of the City, as property owner, for the period beginning in tax year 2017, one Subject Parcel (051-0001-0078) was determined to be exempt property, in its entirety, and the County Auditor's office has treated that determination as having priority over the TIF exemption for so long as the Subject Parcel remains so exempted. Accordingly, the Administrator assumes that no Service Payments will be made with respect to that parcel.



While development continues, and while not entirely without uncertainty, based on the current stage of development of the Subject Parcels, the current valuations and the existing collection patterns relating to Service Payments produced by Subject Parcels that have a completed development project, the Administrator believes it is justified in projecting that the Assigned Service Payments will continue in amounts that bear some relationship to those being collected currently. Accordingly, the Administrator is projecting Assigned Service Payments for Bond Year 2021 to be approximately \$1,073,851.15.

As a result of the current and expected collections of Service Payments from the Subject Parcels, the Administrator has determined that no Special Assessments were or are to be collected during 2019, 2020, or 2021. In that context, the Cooperative Agreement provides that: "If there are no Special Assessments being collected in a particular year, the City Contribution shall be the amounts of the Assigned Service Payments directed in the applicable Annual Report to be transferred to the Trustee, and the City shall not be required to transfer any of the Assigned Service Payments in excess of the amounts so directed in the applicable Annual Report". As further provided in the following Section, the Administrator has determined that the Assigned Service Payments to be transferred to the Trustee in 2020 shall be in the amount received by the City with the distribution of first-half 2019 taxes (\$582,809.01) and the City shall not be required to transfer any Assigned Service Payments received by the City with the distribution of second-half 2019 taxes regardless of the amount received (so long as such amounts do not include prepayments for any future tax years, including tax year 2020).

#### VII. DIRECTION REGARDING 2020 ASSIGNED SERVICE PAYMENTS

As indicated above, the Cooperative Agreement (Article VII, Section F) states that if there are no Special Assessments being collected in a particular year, the City Contribution shall be the amounts of the Assigned Service Payments directed in the applicable Annual Report to be transferred to the Trustee. And Article VII, Section A, indicates that if "the Annual Service Payment Credits are, for any collection year during the Special Assessment Period, greater than or equal to the Certified Annual Installments of the Special Assessments for that tax collection year . . . the Assigned Service Payments to be transferred to the Trustee shall be established in the applicable Annual Report of the Administrator". Because no Special Assessments are being collected during the current collection year (or are expected to be collected in 2021), the Administrator is required to determine and direct the City as to the amount of Assigned Service Payments to be transferred to the Trustee in 2020.

That determination is informed by Article VI, Section D of the Cooperative Agreement, regarding the determination of Annual Service Payment Credits and the related amounts of Special Assessment Collections that may be required for any period, which states that, "the Annual Service Payment Credits shall be determined such that the aggregate amounts of the anticipated Special Assessment Collections will be sufficient during each tax collection year of the Special Assessment Period, together with other amounts available or anticipated to be available, including from estimated Assigned Service Payments, to pay all Bond Payments due in or with respect to the Bond Year ending on the Bond Year End-Date immediately following the end of such collection year, and for the period following that Bond Year End-Date and before the next anticipated receipt of Assigned Revenues, including Bond Service Charges, the Authority Annual Fee, all other estimated administrative expenses and any additional amounts required to reinstate the Reserve Fund to the Reserve Requirement". As described above, the City has transferred a total of \$582,809.01 to the Trustee from amounts received in 2020 with first-half 2019 taxes (First-Half City Contribution).

The Administrator has determined that the First-Half City Contribution is sufficient, when added to the amounts already on deposit with the Trustee (\$369,426.88) to pay all Bond Payments due in or with respect to the Bond Year ending on the Bond Year End-Date immediately following the end of this collection year, and any such amounts reasonably expected to be needed for such purposes for the period following that Bond Year End-Date and before the next anticipated receipt of Assigned Revenues, including Bond Service Charges, the Authority Annual Fee, all other estimated administrative expenses, there being no



additional amounts required to reinstate the Reserve Fund to the Reserve Requirement, all without the need for any Assigned Service Payments resulting from the second half tax year 2019 tax bills.

Specifically, such amounts (aggregating \$952,235.89) will be sufficient to pay all estimated Annual Bond Payments due on or prior to February 1, 2021 (such amount, as set forth in Section IV of this Administrator's Report, being approximately \$649,293.75), and leave enough remaining with the Trustee to cover substantially all first-half Annual Bond Payments (including approximately \$302,949.14 out of \$306,767.50 of principal and interest) due following that Bond Year End-Date and before the next anticipated receipt of Assigned Revenues (even if such receipt is unexpectedly delayed). Notwithstanding any uncertainties that remain with respect to future collections, the Administrator believes that is a sufficient and prudent amount to cover required amounts.

Therefore, pursuant to the Cooperative Agreement, the Administrator has determined that the Assigned Service Payments to be transferred by the City to the Trustee for this tax collection year shall be limited to the amount (\$582,809.01) received and transferred as part of the First-Half City Contribution, and it is hereby directed that the City shall not be required to transfer to the Trustee any further Assigned Service Payments received by the City in 2020 for the 2019 tax year.



# EXHIBIT A

## CERTIFIED ANNUAL INSTALLMENTS OF ASSESSMENTS

	V e	Certified Annual	D1N 051	Parcel No. 051-	Parcel No. 051	D1N- 051	D1N 051	DIN- 051	Parcel No. 051-	D1N 051	DIN. 051	Parcel No. 051-	D1N- 051	D1 N - 051	D1 N 051	D 1 No. 051	DIN- 051	DIN- 051	D1N- 051	Parcel No. 051-	D1N- 051	D1N- 051	D1N- 051	D1 N- 051	
Tax Year	Year of Collection	Installments of Assessments	Parcel No. 051- 0001-0001	0001-0063	0001-0064	0001-0070	0001-0071	0001-0072	0001-0074	0001-0075	Parcel No. 051- 0001-0078	0001-0079	0001-0080	0001-0081	0001-0082	0001-0083	0001-0084	Parcel No. 051- 0001-0085	0001-0086	0001-0087	Parcel No. 051- 0001-0088	0001-0089	Parcel No. 051- 0001-0090	Parcel No. 051- 0001-0091	Total
2012	2013		\$52,087.50	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$52,087.50
2013	2014		353,499.33	45,384.13	70,265.29	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$469,148.75
2014	2015	654,740.00		63,337.70	98,061.64	134,014.97	146,950.70	91,436.23	101,129.92	19,808.84	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$654,740.00
2015	2016	652,617.50	-	63,132.37	97,743.75	133,580.53	146,474.32	91,139.82	100,802.08	19,744.63	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$652,617.50
2016	2017	655,087.50		63,371.32	98,113.68	134,086.10	37,236.18		15,108.98	19,819.35	14,817.92	41,326.68	21,703.53	31,944.38	35,994.27	12,348.43	12,762.57	11,835.89	13,133.45	10,194.53	13,941.25	67,348.99	n/a	n/a	\$655,087.48
2017	2018	651,780.00	-	63,051.36	97,618.32	133,409.11	37,048.18	-	15,032.70		14,743.10	41,118.02	21,593.96	31,783.09	35,812.53	12,286.08	12,698.13	11,776.14	13,067.14	10,143.06	13,870.86	67,008.94	13,591.24	6,128.05	\$651,780.00
2018	2019	653,065.00	-	63,175.66	97,810.77	133,672.13	37,121.22		15,062.34	-	14,772.17	41,199.09	21,636.53	31,845.75	35,883.14	12,310.31	12,723.16	11,799.35	13,092.90	10,163.05	13,898.20	67,141.05	13,618.03	6,140.13	\$653,065.00
2019	2020	653,560.00	-	63,223.55	97,884.91	133,773.45	37,149.36	-	15,073.75		14,783.37	41,230.32	21,652.93	31,869.89	35,910.34	12,319.64	12,732.81	11,808.30	13,102.83	10,170.76	13,908.74	67,191.94	13,628.35	6,144.79	\$653,560.00
2020	2021	653,265.00	-	63,195.01	97,840.73	133,713.06	37,132.59		15,066.95	-	14,776.69	41,211.71	21,643.15	31,855.51	35,894.13	12,314.08	12,727.06	11,802.97	13,096.91	10,166.17	13,902.46	67,161.62	13,622.20	6,142.01	\$653,265.00
2021	2022	652,180.00	-	63,090.05	97,678.22	133,490.98	37,070.91	-	15,041.93	-	14,752.15	41,143.26	21,607.21	31,802.60	35,834.51	12,293.62	12,705.92	11,783.36	13,075.16	10,149.28	13,879.37	67,050.07	13,599.58	6,131.81	\$652,180.00
2022	2023	655,292.50		63,391.15	98,144.39	134,128.06	37,247.83		15,113.71	-	14,822.55	41,339.61	21,710.33	31,954.37	36,005.53	12,352.29	12,766.56	11,839.60	13,137.56	10,197.72	13,945.61	67,370.06	13,664.48	6,161.08	\$655,292.50
2023	2024	652,232.50	-	63,095.13	97,686.09	133,501.73	37,073.90	-	15,043.14	-	14,753.34	41,146.57	21,608.95	31,805.16	35,837.40	12,294.61	12,706.94	11,784.31	13,076.21	10,150.10	13,880.49	67,055.46	13,600.67	6,132.31	\$652,232.50
2024	2025	653,370.00	-	63,205.17	97,856.45	133,734.56	37,138.56	-	15,069.37	-	14,779.07	41,218.33	21,646.63	31,860.63	35,899.90	12,316.05	12,729.11	11,804.86	13,099.02	10,167.80	13,904.69	67,172.41	13,624.39	6,143.00	\$653,370.00
2025	2026	653,322.50	-	63,200.57	97,849.34	133,724.83	37,135.86	-	15,068.28	-	14,777.99	41,215.33	21,645.06	31,858.31	35,897.29	12,315.16	12,728.18	11,804.00	13,098.07	10,167.06	13,903.68	67,167.53	13,623.40	6,142.55	\$653,322.50
2026	2027	652,090.00	-	63,081.35	97,664.74	133,472.56	37,065.80	-	15,039.85	-	14,750.12	41,137.58	21,604.23	31,798.21	35,829.57	12,291.93	12,704.17	11,781.74	13,073.36	10,147.88	13,877.45	67,040.81	13,597.70	6,130.97	\$652,090.00
2027	2028	649,672.50	-	62,847.48	97,302.67	132,977.74	36,928.38	-	14,984.09	-	14,695.43	40,985.07	21,524.13	31,680.32	35,696.73	12,246.36	12,657.07	11,738.06	13,024.89	10,110.26	13,826.01	66,792.27	13,547.29	6,108.24	\$649,672.50
2028	2029	651,057.50	-	62,981.46	97,510.11	133,261.22	37,007.11	-	15,016.04		14,726.76	41,072.44	21,570.02	31,747.86	35,772.83	12,272.46	12,684.05	11,763.08	13,052.66	10,131.81	13,855.48	66,934.66	13,576.17	6,121.26	\$651,057.50
2029	2030	645,875.00	-	62,480.12	96,733.91	132,200.45	36,712.53		14,896.51	-	14,609.53	40,745.50	21,398.32	31,495.14	35,488.08	12,174.77	12,583.09	11,669.45	12,948.76	10,051.16	13,745.19	66,401.86	13,468.10	6,072.53	\$645,875.00
2030	2031	649,482.50		62,829.10	97,274.21	132,938.85	36,917.58		14,979.71		14,691.13	40,973.08	21,517.84	31,671.06	35,686.30	12,242.77	12,653.37	11,734.62	13,021.08	10,107.30	13,821.96	66,772.74	13,543.33	6,106.45	\$649,482.50
2031	2032	646,127.50	-	62,504.55	96,771.73	132,252.13	36,726.88	-	14,902.33	-	14,615.24	40,761.43	21,406.68	31,507.46	35,501.95	12,179.53	12,588.01	11,674.01	12,953.82	10,055.09	13,750.56	66,427.82	13,473.37	6,074.91	\$646,127.50
2032	2033	646,180.00		62,509.63	96,779.59	132,262.88	36,729.87		14,903.54	-	14,616.43	40,764.74	21,408.42	31,510.02	35,504.84	12,180.52	12,589.03	11,674.96	12,954.87	10,055.91	13,751.68	66,433.21	13,474.46	6,075.40	\$646,180.00
2033	2034	644,257.50	-	62,323.65	96,491.66	131,869.37	36,620.59	-	14,859.20	-	14,572.95	40,643.46	21,344.73	31,416.27	35,399.20	12,144.28	12,551.57	11,640.22	12,916.33	10,025.99	13,710.77	66,235.56	13,434.37	6,057.33	\$644,257.50
2034	2035	645,347.50	-	62,429.10	96,654.91	132,092.48	36,682.55	-	14,884.34	-	14,597.60	40,712.22	21,380.84	31,469.42	35,459.09	12,164.83	12,572.81	11,659.91	12,938.18	10,042.95	13,733.96	66,347.62	13,457.10	6,067.57	\$645,347.50
2035	2036	644,067.50	-	62,305.27	96,463.20	131,830.48	36,609.79	-	14,854.82	-	14,568.65	40,631.47	21,338.43	31,407.00	35,388.76	12,140.70	12,547.87	11,636.79	12,912.52	10,023.03	13,706.72	66,216.03	13,430.41	6,055.54	\$644,067.50
Aggregate Annual In																									
of Asse	ssments	\$14,314,670.00	\$405,586.83	\$1,430,144.89	\$2,214,200.31	\$2,929,987.65	\$1,032,780.68	\$182,576.05	\$501,933.58	59,372.82	294,222.20	820,575.93	430,941.91	634,282.44	714,696.38	245,188.44	253,411.48	235,011.61	260,775.72	202,420.93	276,815.13	1,337,270.66	257,574.65	116,135.93	\$14,835,906.23



# EXHIBIT B

# Special Assessment Reapportions and Reallocations 2013-2019

#### <u>2013</u>

Subdivision of 051-0001-0001 and Final for 2013

<u>Parcel</u>	<u>Acreage</u>	Percentage
051-0001-0001	54.5008	75.3491%
051-0001-0063	6.9970	9.6737%
051-0001-0064	10.8328	14.9772%
	72.3306	100 0000%

## <u>2014</u>

Subdivision of 051-0001-0001			Final for 2		
<u>Parcel</u>	<u>Acreage</u>	<u>Percentage</u>	<u>Parcel</u>	<u>Acreage</u>	Percentage
051-0001-0070	12.4008	20.4684%	051-0001-0063	6.9970	9.6737%
051-0001-0071	13.5976	22.4441%	051-0001-0064	10.8115	14.9772%
051-0001-0072	8.4606	13.9653%	051-0001-0070	12.4008	20.4684%
051-0001-0074	9.3576	15.4458%	051-0001-0071	13.5976	22.4441%
051-0001-0075	1.8329	3.0255%	051-0001-0072	8.4606	13.9653%
	45.6495	75.3491%	051-0001-0074	9.3576	15.4458%
Subdivision	of 051-000	1-0064	051-0001-0075	1.8329	3.0255%
051-0001-0065	0.0213	0.0000%		63.4580	100.0000%
051-0001-0064	<u>10.8115</u>	14.9772%			
	10.8328	14.9772%			

# <u>2015</u>

Same apportionment and allocation as 2014.

## <u>2016</u>

Subdivision of 051-0001-0074			Final fo		
<u>Parcel</u>	<u>Acreage</u>	<u>Percentage</u>	<u>Parcel</u>	Acreage	<u>Percentage</u>
051-0001-0082	3.3288	5.4946%	051-0001-0063	6.9970	9.6737%
051-0001-0083	1.1420	1.8850%	051-0001-0064	10.8115	14.9772%
051-0001-0084	1.1803	1.9482%	051-0001-0070	12.4008	20.4684%
051-0001-0074	1.3973	2.3064%	051-0001-0071	3.4437	5.6842%
051-0001-0085	1.0946	1.8068%	051-0001-0074	1.3973	2.3064%
051-0001-0086	1.2146	2.0048%	051-0001-0075	1.8329	3.0255%
	9.3576	15.4458%	051-0001-0078	1.3704	2.2620%
Subdivision	of 051-000	1-0071	051-0001-0080	2.0072	3.3131%
051-0001-0071	3.4437	5.6842%	051-0001-0081	2.9543	4.8764%
051-0001-0078	1.3704	2.2620%	051-0001-0082	3.3288	5.4946%
051-0001-0079	3.8220	6.3086%	051-0001-0083	1.1420	1.8850%



051-0001-0080	2.0072	3.3131%	051-0001-0084	1.1803	1.9482%
051-0001-0081	2.9543	4.8764%	051-0001-0085	1.0946	1.8068%
	13.5976	22.4441%	051-0001-0086	1.2146	2.0048%
Subdivision of	of 051-000	1-0072	051-0001-0087	0.9428	1.5562%
051-0001-0087	0.9428	1.5562%	051-0001-0088	1.2893	2.1282%
051-0001-0088	1.2893	2.1282%	051-0001-0089	6.2285	10.2809%
051-0001-0089	6.2285	10.2809%		63.4580	100.0000%
	8.4606	13.9653%			

## <u>2017</u>

Subdivision	Final fo	Final for 2017			
<u>Parcel</u>	Acreage	Percentage	<u>Parcel</u>	Acreage	Percentage
051-0001-0090	1.2633	2.0852%	051-0001-0063	6.9970	9.6737%
051-0001-0091	0.5696	0.9403%	051-0001-0064	10.8115	14.9772%
	1.8329	3.0255%	051-0001-0070	12.4008	20.4684%
			051-0001-0071	3.4437	5.6842%
			051-0001-0074	1.3973	2.3064%
			051-0001-0078	1.3704	2.2620%
			051-0001-0079	3.822	6.3086%
			051-0001-0080	2.0072	3.3131%
			051-0001-0081	2.9543	4.8764%
			051-0001-0082	3.3288	5.4946%
			051-0001-0083	1.1420	1.8850%
			051-0001-0084	1.1803	1.9482%
			051-0001-0085	1.0946	1.8068%
			051-0001-0086	1.2146	2.0048%
			051-0001-0087	0.9428	1.5562%
			051-0001-0088	1.2893	2.1282%
			051-0001-0089	6.2285	10.2809%
			051-0001-0090	1.2633	2.0852%
			051-0001-0091	0.5696	0.9402%
				63.4580	100.0000%

# <u>2018</u>

Same apportionment and allocation as 2017.

### <u>2019</u>

Same apportionment and allocation as 2017.

## <u>2020</u>

Same apportionment and allocation as 2017.



**AUTHORIZING** the City Manager to apply for, accept, and appropriate a Selective Traffic Enforcement Program Grant of up to \$45,000 from the State of Ohio Department of Public Safety, Office of Criminal Justice Services for the purpose of funding a program to reduce deaths and injuries resulting from vehicular accidents due to speeding, loss of control, restraint violations, operating a vehicle under the influence, and commercial and motorcycle safety infractions.

WHEREAS, a Selective Traffic Enforcement Program (STEP) Grant is available from the United States Department of Transportation through the Ohio Department of Public Safety, Ohio Traffic Safety Office, in an amount up to \$45,000; and

WHEREAS, STEP aims to reduce deaths and injuries resulting from vehicular accidents due to speeding, loss of control, restraint violations, operating a vehicle under the influence, and commercial and motorcycle safety infractions; and

WHEREAS, the grant does not require matching funds; and

WHEREAS, there are no new FTEs associated with this grant; and

WHEREAS, acceptance of this grant is in accordance with the "Live" goal to "Create a more livable community" as described on page 156 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to apply for, accept, and appropriate a Selective Traffic Enforcement Program Grant of up to \$45,000 from the State of Ohio Department of Public Safety, Office of Criminal Justice Services for the purpose of funding a program to reduce deaths and injuries resulting from vehicular accidents due to speeding, loss of control, restraint violations, operating a vehicle under the influence, and commercial and motorcycle safety infractions.

Section 2. That the Finance Director is hereby authorized to deposit the grant funds received by the City of Cincinnati into Law Enforcement Grant Fund 368, Project Account no. 20STEP.

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

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

Passed:		, 2020	
			John Cranley, Mayor
Attest:	Clerk		



May 13, 2020

**To:** Members of the Budget and Finance Committee

From: Patrick A. Duhaney, City Manager

**Subject:** Ordinance – FY 2021 Selective Traffic Enforcement Program (STEP) Grant

Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a Selective Traffic Enforcement Program Grant of up to \$45,000.00 from the State of Ohio Department of Public Safety, Office of Criminal Justice Services for the purpose of funding a program to reduce deaths and injuries resulting from vehicular accidents due to speeding, loss of control, restraint violations, operating a vehicle under the influence, and commercial and motorcycle safety infractions.

This Ordinance would authorize the City Manager to apply for, accept, and appropriate a grant in an amount up to \$45,000 from the State of Ohio Department of Public Safety (ODPS), Office of Criminal Justice Services (OCJS) for the purpose of funding the Selective Traffic Enforcement Program (STEP). This program aims to reduce deaths and injuries resulting from vehicular accidents due to OVI (Operating Vehicle Under Influence), speed, loss of control, restraint violations, and commercial and motorcycle safety infractions. This Ordinance would also authorize the Finance Director to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 20STEP.

There are no new FTE associated with this grant, and it has no local match requirement. The grant application deadline is October 25, 2020.

This Ordinance is in accordance with the "Collaborate" goal to "cooperate internally and externally to improve service efficiency" as described on page 225 of Plan Cincinnati.

The Administration recommends passage of this Ordinance.

cc: Christopher A. Bigham, Assistant City Manager Karen Alder, Finance Director

Attachment



**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in the amount of up to \$60,000 from the Ohio Department of Public Safety, Office Of Criminal Justice Services, for the purpose of providing funds for the FY 2021 Impaired Driving Enforcement Program.

WHEREAS, a grant in the amount of up to \$60,000 is available from the Ohio Department of Public Safety, Office of Criminal Justice Services, to fund the FY 2021 Impaired Driving Enforcement Program; and

WHEREAS, this program reduces deaths and injuries resulting from vehicular accidents due to OVI (Operating Vehicle Under Influence), speed, loss of control, restraint violations, and commercial and motorcycle safety infractions; and

WHEREAS, the grant does not require matching funds; and

WHEREAS, no new FTEs are associated with the grant; and

WHEREAS, the grant application deadline is May 25, 2020, and the City intends to apply before this date, but no grant funds will be accepted before approval by City Council; and

WHEREAS, this ordinance is in keeping with the "Collaborate" goal to "cooperate internally and externally to improve service efficiency" as set forth at page 217 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 an Impaired Driving Enforcement Program Grant of up to \$60,000 from the Ohio Department of Public Safety, Office of Criminal Justice Services, for reduction of deaths and injuries resulting from vehicular accidents due to OVI (Operating Vehicle Under Influence), speed, loss of control, restraint violations, and commercial and motorcycle safety infractions.

Section 2. That the Finance Director is hereby authorized to deposit the grant funds received by the City of Cincinnati into Law Enforcement Grant Fund 368, Project Account No. 20IDEP.

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

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

Passed:		, 2020	
			John Cranley, Mayor
Attest:	Clerk		



May 13, 2020

To: Members of the Budget and Finance Committee

From: Patrick A. Duhaney, City Manager

**Subject:** Ordinance - FY 2021 Impaired Driving Enforcement Program (IDEP) Grant

Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in the amount of up to \$60,000 from the Ohio Department of Public Safety, Office Of Criminal Justice Services, for the purpose of providing funds for the FY 2021 Impaired Driving Enforcement Program (IDEP).

This Ordinance would authorize the City Manager to apply for, accept, and appropriate a grant in an amount up to \$60,000 from the State of Ohio Department of Public Safety, Office of Criminal Justice Services for the purpose of funding the Impaired Driving Enforcement Program (IDEP). These programs aim to reduce deaths and injuries resulting from vehicular accidents due to OVI (Operating Vehicle Under Influence), speed, loss of control, restraint violations, and commercial and motorcycle safety infractions. This ordinance would also authorize the Finance Director to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 20IDEP.

There are no new FTE associated with this grant, and it has no local match requirement. The grant application deadline is May 25.

This Ordinance is in accordance with the "Collaborate" goal to "cooperate internally and externally to improve service efficiency" as described on page 225 of Plan Cincinnati.

The Administration recommends passage of this Ordinance.

Christopher A. Bigham, Assistant City Manager cc: Karen Alder, Finance Director

Attachment



**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in an amount up to \$14,000 from the State of Ohio Department of Public Safety, Office of Criminal Justice Services to fund the Drugged Driving Enforcement Program 2021 to reduce the number of drugged driving fatal crashes through targeted high-visibility enforcement.

WHEREAS, a grant is available from the Ohio Department of Public Safety, Office of Criminal Justice Services in an amount up to \$14,000; and

WHEREAS, the Cincinnati Police Department conducts targeted high-visibility traffic enforcement as a means to improve community safety and reduce fatal vehicular crashes; and

WHEREAS, the grant will provide resources for the Cincinnati Police Department to conduct a Drugged Driving Enforcement Program 2021 to reduce the number of drugged driving fatal crashes by conducting high-visibility drugged driving enforcement in locations and at times that have the greatest impact in reducing drugged driving fatal crashes; and

WHEREAS, the grant does not require matching funds; and

WHEREAS, there are no new FTEs associated with this grant; and

WHEREAS, the grant application deadline is May 25, 2020, and the Cincinnati Police Department intends to apply before this date, but funding will not be accepted unless the grant acceptance is approved by City Council; and

WHEREAS, this ordinance is in accordance with the "Live" goal to "Create a more livable community" as described on page 156 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 in an amount up to \$14,000 from the Ohio Department of Public Safety, Office of Criminal Justice Services to fund the Drugged Driving Enforcement Program 2021 to reduce the number of drugged driving fatal crashes through targeted high-visibility enforcement.

Section 2. That the Finance Director is hereby authorized to deposit the grant funds received by the City of Cincinnati into Law Enforcement Grant Fund 368, Project Account No. 20DDEP.

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

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

Passed:	
	John Cranley, Mayor
Attest:Cler	



May 13, 2020

To: Members of Budget and Finance Committee

From: Patrick A. Duhaney, City Manager

**Subject:** Ordinance - FY 2021 Drugged Driving Enforcement Program (DDEP) Grant

Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in an amount up to \$14,000 from the State of Ohio Department of Public Safety, Office of Criminal Justice Services to fund the Drugged Driving Enforcement Program 2021 to reduce the number of drugged driving fatal crashes through targeted high-visibility enforcement.

This Ordinance would authorize the City Manager to apply for, accept, and appropriate a grant in an amount up to \$14,000 from the State of Ohio Department of Public Safety, Office of Criminal Justice Services for the purpose of funding the Drugged Driving Enforcement Program (DDEP) 2021. This program aims to reduce the number of drugged driving fatal crashes in the state by conducting high visibility drugged driving enforcement in locations and at times that will have the greatest impact in reducing drugged driving fatal crashes. This Ordinance will also authorize the Finance Director to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 20DDEP.

There are no new FTE associated with this grant, and it has no local match requirement. The grant application deadline is May 25, 2020.

This Ordinance is in accordance with the "Collaborate" goal to "cooperate internally and externally to improve service efficiency" as described on page 225 of Plan Cincinnati.

The Administration recommends passage of this Ordinance.

Christopher A. Bigham, Assistant City Manager cc: Karen Alder, Finance Director

Attachment



# City of Cincinnati



Mayor John Cranley

Office of Mayor John Cranley

August 3, 2020

801 Plum Street, Suite 150 Cincinnati, Ohio 45202 Phone (513) 352-3250 Fax (513) 352-5201 Email: John.Cranley@cincinnati-oh.gov

## **MOTION**

WE MOVE that the City Manager take all steps necessary to ensure the swift commencement of construction of the City-owned park on Lot 23, and to feel free to take any or all of the following steps:

- a) negotiate with the County on terms that protect the City;
- b) accept assignment or renegotiation of the County contracts with Messer, THP, or any subcontractors;
- c) procure the construction of the City park by the City itself.

WE FURTHER MOVE that 3CDC be asked to advise the City on the development of Lots 1 and 13.



August 4, 2020

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

From: Paula Boggs Muething, Interim City Manager

**Subject:** Ordinance – 2980 Disney Street Zone Change in Oakley

#### Transmitted is an Ordinance captioned:

**AMENDING** the official zoning map of the City of Cincinnati to rezone certain real property located in the Oakley neighborhood and commonly known as 2980 Disney Street from the CG-A, "Commercial General Auto-Oriented," zoning district to Planned Development District No. 89, "Graphite Oakley."

#### **Summary**

cc:

Local Oakley LLC owns the entirety of the former Cast-Fab site in Oakley, consisting of 28.0001 acres. The Oakley Mills Subdivision Improvement Plan (SIP) was previously approved by the City Planning Commission on June 7, 2019. The Oakley Mills subdivision created eight new parcels and a new future public street, which has been referenced to as Local Oakley Drive. The final street name will be selected when the Oakley Mills SIP comes back before the City Planning Commission as a Final Plat review.

The area requested to be rezoned consists of four vacant parcels measuring approximately 8.1 acres in size that was created as part of the Oakley Mills subdivision. Hills Properties, the petitioner for the zone change, has an option to purchase the 8.1 acre site from Local Oakley LLC. The agent for the petitioner, Anne McBride, has submitted a proposed zone change to Planned Development, Concept Plan and Development Program Statement for Hills Properties to develop and maintain 316 residential units in five buildings.

On July 17, 2020, the City Planning Commission recommended the following to City Council:

- 1) ACCEPT the Concept Plan and Development Program Statement as submitted;
- 2) ADOPT the Department of City Planning Findings as detailed on page 8 of the staff report; and
- 3) **APPROVE** the proposed zone change from CG-A (Commercial General Auto-Oriented) to PD (Planned Development) including the Concept Plan and Development Program Statement for 2980 Disney Street in Oakley. with the following condition:
  - a. The subject development must follow the additional requirements listed in the Coordinated Site Review Committee letter (Exhibit J) to ensure that the Planned Development (PD) meets the requirements of all departments as they apply for all permits.

Katherine Keough-Jurs, AICP, Director, Department of City Planning

**AMENDING** the official zoning map of the City of Cincinnati to rezone certain real property located in the Oakley neighborhood and commonly known as 2980 Disney Street from the CG-A, "Commercial General Auto-Oriented," zoning district to Planned Development District No. 89, "Graphite Oakley."

WHEREAS, Hills Properties ("Petitioner") has obtained an option to purchase certain real property in the Oakley neighborhood commonly known as 2980 Disney Street ("Property"), which property contains approximately 8.1 acres excluding right-of-way; and

WHEREAS, the Property is the site of a former factory and is currently considered a brownfield site; and

WHEREAS, Petitioner seeks to develop the Property into a residential community containing five multi-family buildings consisting of up to approximately 316 residential rental units in the aggregate and 565 off-street parking spaces ("Project"); and

WHEREAS, the Petitioner has sufficient control over the Property to effect the proposed plan and has petitioned the City to rezone the Property from the CG-A, "Commercial General Auto-Oriented," zoning district to Planned Development District No. 89, "Graphite Oakley," to permit the construction of the Project; and

WHEREAS, the Petitioner has submitted a concept plan and development program statement for the Project, which concept plan and development program statement describe the land use and development regulations that will govern the Project and which documents otherwise meet the requirements of Cincinnati Municipal Code Section 1429-09; and

WHEREAS, on July 17, 2020, the City Planning Commission approved the rezoning of the Property from the CG-A, "Commercial General Auto-Oriented," zoning district to a planned development upon a finding that: (i) the Petitioner's concept plan and development program statement are consistent with applicable plans and policies and are compatible with surrounding development; (ii) the concept plan and development program enhance the potential for superior urban design in comparison with the development under the base district regulations that would apply if the plan were not approved; (iii) deviations from the base district regulations applicable to the property at the time of the Petitioner's application are justified by compensating benefits of the concept plan and development program statement; and (iv) the concept plan and development program statement include adequate provisions for utility services, refuse collection, open space, landscaping and buffering, pedestrian circulation, traffic circulation, building design, and building location; and

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

WHEREAS, the Project is consistent with the "Live" Initiative Area of *Plan Cincinnati* (2012), which has a goal to "provide a full spectrum of housing options, and to improve housing quality and affordability," (page 156) and to "provide a full spectrum of housing options and improve housing quality and affordability," (page 164) and to "improve the quality and number of moderate to high-income rental and homeowner units," (page 165); and

WHEREAS, the Project is further consistent with the *Oakley Master Plan* (2019), including its goal to "ensure that future growth is guided by zoning and planning that will preserve Oakley as a thriving, unique, and pedestrian-scaled urban neighborhood," (page 80) and to "evaluate the appropriateness of the existing zoning map for vacant and underutilized properties," (page 67); and

WHEREAS, Council considers the establishment of Planned Development District No. 89, "Graphite Oakley," to be in the best interests of the City and the general public's health, safety, morals, and welfare; now, therefore,

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

Section 1. That the Council hereby adopts as its own independent findings the Department of City Planning's and the Cincinnati Planning Commission's findings that the planned development proposed by Hills Properties for the real property in the Oakley neighborhood commonly known as 2980 Disney Street ("Property") conforms to the requirements of Cincinnati Municipal Code Sections 1429-05, 1429-09, and 1429-11.

Section 2. That the shape and area of the City's official zoning map in the location of the Property, which real property is identified on the map attached hereto as Exhibit "A" and made a part hereof, and which real property is more particularly described on Exhibit "B," attached hereto and made a part hereof, is hereby amended from the CG-A, "Commercial General Auto-Oriented," zoning district to Planned Development District No. 89, "Graphite Oakley."

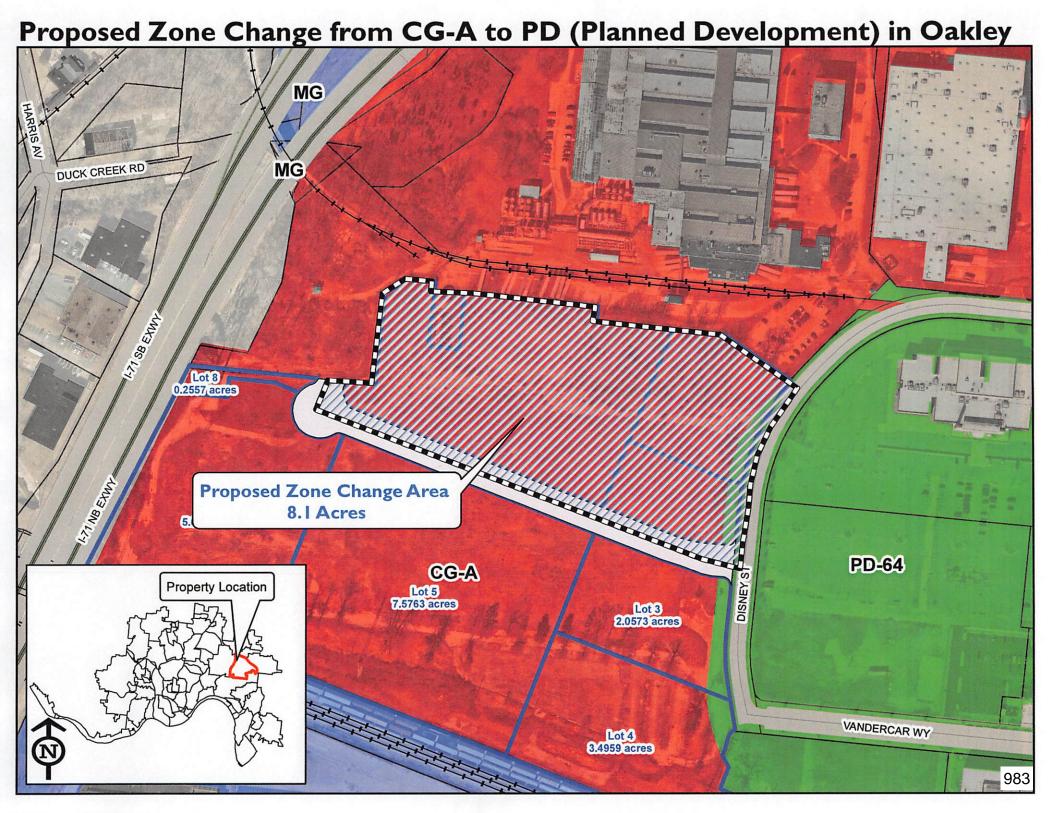
Section 3. That the development program statement, attached hereto as Exhibit "C" and made a part hereof, and the concept plan, attached hereto as Exhibit "D" and made a part hereof,

are hereby approved. The approved development program statement and concept plan shall govern the use and development of the Property during the effective period of the Planned Development District No. 89, "Graphite Oakley."

Section 4. That, should Planned Development District No. 89, "Graphite Oakley" lapse pursuant to provisions of Cincinnati Municipal Code Chapter 1429, "Planned Development Districts," the Property shall revert to the CG-A, "Commercial General Auto-Oriented," zoning district in effect immediately prior to the effective date of Planned Development District No. 89, "Graphite Oakley."

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

Passed:	, 2020	
		John Cranley, Mayor
Attest:	 Clerk	



**EXHIBIT B** 

DESCRIPTION FOR:

PROPOSED ZONING RECLASSIFICATION TO PD PLANNED DEVELOPMENT DISTRICT

LOCATION:

9.1317 ACRES AT THE NORTHWEST CORNER OF DISNEY STREET AND LOCAL OAKLEY DRIVE

Situate in Section 28, Town 4, Range 2, City of Cincinnati, Hamilton County, Ohio, being all of Lot 1 (Parcel No. 052-0001-0022), Lot 2 (Parcel No. 052-0001-0023), and Lot 6 (Parcel No. 052-0001-0027), of the Cast Fab Subdivision as recorded in Plat Book 473, Pages 49-50 of the Plat of Records of Hamilton County as conveyed to Local Oakley, LLC in O.R. 13820, Page 1995 in the Hamilton County recorder's office, and being a 0.1986 Acre Tract (Parcel No. 052-0002-0025) conveyed to Local Oakley, LLC in Hamilton County, Ohio recorded in O.R. 14032, Page 2815 in said Hamilton County Ohio, recorder's office, being further described as follows;

Beginning at a point in the centerline intersection of Disney Street (R.O.W. varies) and Local Oakley Drive (R.O.W. varies);

Thence, with a proposed zoning line and the centerline of said of Local Oakley Drive, along the following four (4) courses:

- 1) North 84°04'23" West, 99.10 feet to a point;
- On curve to the right having a radius of 300.00 feet, an arc distance of 82.58 feet, a delta angle of 15°11'16", the Chord bears, North 76°11'16" West, 82.32 feet to a point;
- 3) North 68°18'08" West, 842.71 feet to a point;
- 4) North 21°41'39" East, 73.86 feet to a point in the proposed zoning line and a line of a 5.3184 Acre Tract as conveyed to Milacron, LLC, in O.R. 11233, Page 1847 in the Hamilton County Ohio, recorder's office Ohio;

Thence, along the proposed zoning line, and with the southerly line of said 5.3184 Acre Tract, along the following ten (10)

- 1) South 84°08'04" East, 97.69 feet to a point;
- 2) North 06°22'53" East, 207.07 feet to a point;
- 3) North 57°50'53" East, 62.64 feet to a point;
- 4) South 83°37'07" East, 61.15 feet to a point;
- 5) South 05°38'31" West, 22.27 feet to a point;
- 6) South 87°05'09" East, 67.60 feet to a point;

McGill Smith Punshon, Inc.

3700 Park 42 Drive = Suite 190B = Cincinnati, Ohio = 45241-2097 513.759.0004 = Fax 513.563.7099 = www.mcgillsmithpunshon.com



- 7) South 84°19'07" East, 302.37 feet to a point;
- 8) South 05°40'53" West, 36.00 feet to a point;
- 9) South 84°19'07" East, 288.92 feet to a point;
- 10) South 55°11'32" East, 211.90 feet to a point in the centerline of said Disney Street; Thence with the proposed zoning line and the centerline of said Disney Street, along the following two(2) courses and distances:
  - 1) On curve to the left having a radius of 501.48 feet, an arc distance of 294.43 feet, a delta angle of 33°38'23", the chord bears, South 22°35'03" West, 290.22 feet to a point;
  - South 05°45'54" West, 124.16 feet to the POINT of BEGINNING.

Containing 9.1317 acres of land more or less.

The above description was prepared from a Zoning Plat by McGill Smith Punshon, Inc. dated 05/10/20. The bearings in the above description are based Plat Book 473, Pages 49-50, Hamilton County, Ohio Recorder's Office.

I hereby certify that the above description is a complete, proper and legal description of the property to be re-classified herein. The above description is based on existing deeds and plats of record and is not based on an actual field survey. Said description is to be used for the purpose of re-classification only, and is not to be used for the transfer of property.

Louis J Hanser P.S. #7843

Prepared by: McGill Smith Punshon, Inc.

Date: 05/13/20

19652.003-LEG-ZON.docx

2 of 2



## **EXHIBIT C**

# Graphite Oakley Program Statement

Hills Properties has acquired an option to purchase 8.1 +/- acres of vacant property located at the northwest corner of Disney Street and Local Oakley Drive in Oakley. The site, which is part of the former Cast-Fab development, is zoned "CG-A" Commercial General – Auto Oriented District. A total of four parcels, currently owned by Local Oakley LLC, make up the development site.

A zone map amendment is being requested to reclassify the property to the "PD" Planned Development District. The "PD" District would allow for the property to be redeveloped as a residential community with 316 units in five buildings. Accessed from both Disney Street and Local Oakley Drive, the development will feature both garage and surface parking. Graphite Oakley will have a density of 39.25 units to the acre and feature 35.7% of the site as open space. The development would be a mixture of one and two bedroom residences, many of which will also feature a den. Units will have either 1½ or 2½ baths. The residences will be similar to other Hills Properties developments in Blue Ash (49 Hundred) and West Chester (The Savoy), and will feature granite countertops, stainless-steel appliances, outdoor living areas, washer and dryers, valet trash service, and other upscale features. The residential units will be located in five buildings each of which will have five stories. The ground floor of each structure will be devoted to resident parking providing a total of 262 parking spaces, as well as storage for bikes. Another 303 surface spaces are located on the site for a total of 565 parking spaces within the development. Parking spaces (31) are proposed along Disney Street and Local Oakley Drive. The Graphite Oakley community will offer a host of amenities for residents including a pool. social deck, fire pits, clubhouse with fitness center, outdoor gathering spots, and game area.

In creating a number of these communities, Hills Properties, which has been in business since 1958, finds that the average resident is an empty-nester or young professional. The buildings within the Graphite Oakley community feature a modern design that offer a mixture of quality building materials in a natural color palette. Constructed primarily of brick veneer and hardie panel, the elevations use color and design elements to create interest and provide scale to the buildings. All roof mounted equipment will be screened by parapet walls. The perimeter and campus of Graphite Oakley will be landscaped with a variety of larger size plants, many of which are native to Ohio.

The Graphite Oakley, developed as a Planned Development, will allow for the coordinated development of the parcels as a residential community. This is consistent with many of the goals contained in "Plan Cincinnati" such as:

"Offer housing options of varied sizes and types for residents at all stages of life."

"Improve the quality and number of moderate to high-income rental and homeowner units."

"Increase the stock of quality moderate and upper income housing to help increase population and expand our tax base."



Additionally, the Graphite Oakley is also consistent with a number of the goals of the recently adopted Oakley Master Plan, including:

"Strategy #2" "Encourage bicycling in Oakley":

The proposed development will contain bike storage areas for residents' use, as it is expected many of the Graphite residents will take advantage of the development's location and bike to activities in Oakley.

• "Connecting our Neighborhood":

The Graphite Oakley will be developed adjacent to Local Oakley Drive and Disney Street, both of which have/will have public sidewalks. The development will have multiple pedestrian connections to the public sidewalks and pedestrian pathways within the community.

• "Investing in our Business":

Residents of The Graphite Oakley will most surely take advantage of and support the numerous local dining, entertainment, and shopping options available in Oakley.

"Increase Green Space in Oakley":

With 2.87 acres / 35% of site remaining as open space, The Graphite Oakley will contribute to this goal.

• "Ensure that new developments do not allow parking between building and streets and encourage parking behind buildings".

The proposed parking for Graphite Oakley exceeds that required by Section 1425.03, and will all, with the exception of six spaces, be located under or behind buildings.

• "Encourage developers to create green space and improve sustainability. Plant a mix of tree sizes in parking lot and along parking lot edges".

The Graphite Oakley has 35.7% of the 8.1 acres as open spaces. A variety of trees, many of which are native species, are being used at sizes ranging from 6' - 7' and  $2\frac{1}{2}$ " -  $3\frac{1}{2}$ ".

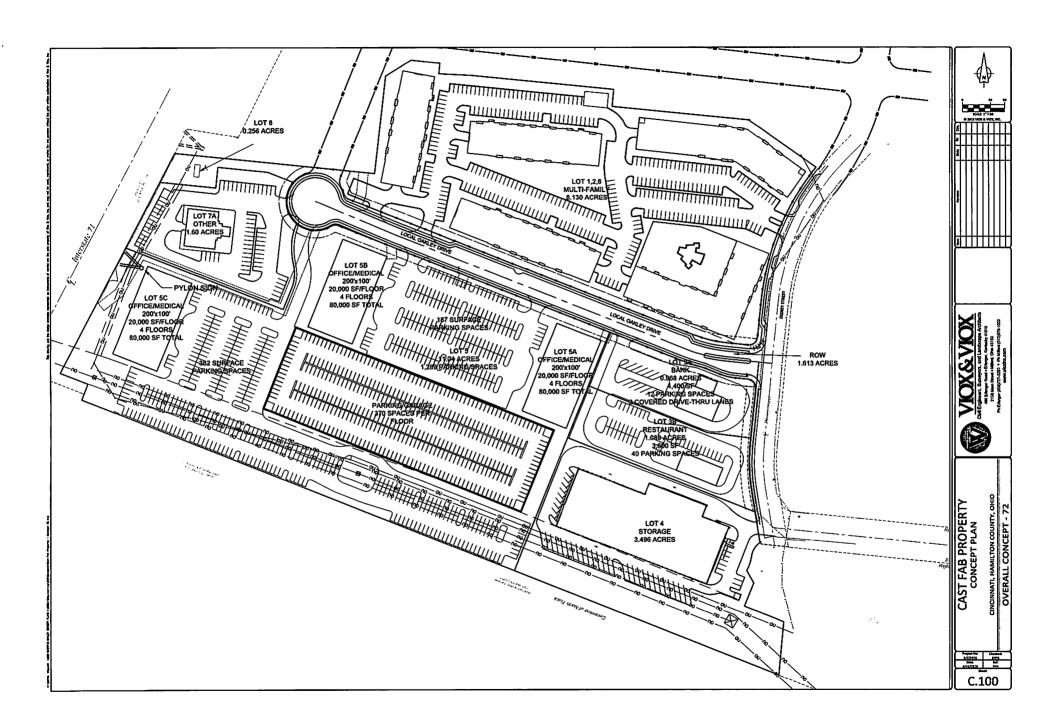
Hills Properties has met with the Oakley Community Council on a number of occasions. The Community Council, at their March 3, 2020 meeting voted to support the "PD" request that will allow Graphite Oakley to move forward. If approved, Hills Properties would begin construction this fall, and would anticipate that residents could begin moving in late 2021 or early 2022. The entire development will be constructed at one time.

We believe that the proposed development will create a high quality residential community that will offer another housing opportunity for Oakley residents and those wishing to be a part of the community. Graphite Oakley will transition a long vacant former industrial site into a community that will not only increase the tax base for the City but provide additional residential options within Oakley and support for local businesses.

MDC #4368



# **EXHIBIT D**



# City of Cincinnati



Date: August 4, 2020

To: Nicole Crawford, Office of the Clerk of Council

From: Katherine Keough-Jurs, AICP, Director, Department of City Planning

Copies to: Andy Juengling, AICP, Senior City Planner, Department of City Planning

Subject: **AMENDING** the official zoning map of the City of Cincinnati to rezone certain

real property located in the Oakley neighborhood and commonly known as 2980 Disney Street from the CG-A, "Commercial General Auto-Oriented," zoning

district to Planned Development District No. 89, "Graphite Oakley."

The above referenced Ordinance is requested to be placed on a Council Committee meeting agenda following a required 14-day notification period by mail and in the City Bulletin.

Included in this submission are the following items:

- 1) The transmittal letter to the Mayor and City Council;
- 2) A copy of the City Planning Commission staff report dated July 17, 2020;
- 3) The Ordinance Amending the Official Zoning Map of the City of Cincinnati;
- 4) Mailing labels for the notice of the public hearing at a Council Committee; and
- 5) A copy of the mailing labels for your file.

August 4, 2020

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

Dear Members of Council:

We are transmitting herewith an Ordinance captioned as follows:

**AMENDING** the official zoning map of the City of Cincinnati to rezone certain real property located in the Oakley neighborhood and commonly known as 2980 Disney Street from the CG-A, "Commercial General Auto-Oriented," zoning district to Planned Development District No. 89, "Graphite Oakley."

#### **Summary**

Local Oakley LLC owns the entirety of the former Cast-Fab site in Oakley, consisting of 28.0001 acres. The Oakley Mills Subdivision Improvement Plan (SIP) was previously approved by the City Planning Commission on June 7, 2019. The Oakley Mills subdivision created eight new parcels and a new future public street, which has been referenced to as Local Oakley Drive. The final street name will be selected when the Oakley Mills SIP comes back before the City Planning Commission as a Final Plat review.

The area requested to be rezoned consists of four vacant parcels measuring approximately 8.1 acres in size that was created as part of the Oakley Mills subdivision. Hills Properties, the petitioner for the zone change, has an option to purchase the 8.1 acre site from Local Oakley LLC. The agent for the petitioner, Anne McBride, has submitted a proposed zone change to Planned Development, Concept Plan and Development Program Statement for Hills Properties to develop and maintain 316 residential units in five buildings.

On July 17, 2020, the City Planning Commission recommended the following to City Council:

- 1) ACCEPT the Concept Plan and Development Program Statement as submitted;
- 2) ADOPT the Department of City Planning Findings as detailed on page 8 of the staff report; and
- 3) APPROVE the proposed zone change from CG-A (Commercial General Auto-Oriented) to PD (Planned Development) including the Concept Plan and Development Program Statement for 2980 Disney Street in Oakley, with the following condition:
  - a. The subject development must follow the additional requirements listed in the Coordinated Site Review Committee letter (Exhibit J) to ensure that the Planned Development (PD) meets the requirements of all departments as they apply for all permits.

Motion to Approve: Mr. Juech Ayes: Mr. Juech Seconded: Mr. Samad

Mr. Samad Mr. Eby

Mr. Stallworth

THE CITY PLANNING COMMISSION

Katherine Keough-Jurs, AICP, Director Department of City Planning

**Honorable City Planning Commission Cincinnati, Ohio** 

July 17, 2020

**SUBJECT:** 

A report and recommendation on a proposed zone change from CG-A (Commercial General Auto-Oriented) to PD (Planned Development) including the Concept Plan and Development Program Statement for 2980 Disney Street in Oakley.

### **GENERAL INFORMATION:**

Location: Four parcels, including 2980 Disney Street and three parcels generally bound

by Disney Street to the east and the proposed Local Oakley Drive to the south.

(Exhibit A)

**Petitioner:** Hills Properties

9901 Hunt Road #300 Cincinnati, OH 45242

**Agent:** Anne McBride, McBride Dale Clarion

5720 Dragon Way Suite 300

Cincinnati, OH 45227

Owner: Local Oakley LLC

7755 Montgomery Road Cincinnati, OH 45236

Request: To change the zoning of the property from CG-A (Commercial General Auto-

Oriented) to PD (Planned Development) to facilitate the development of 316

multi-family residential units.

#### **ATTACHMENTS:**

Provided in addition to this report are the following attachments:

•	Exhibit A	Zoning Map
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• Exhibit B Petition for Zone Change

Exhibit C Zone Change PlatExhibit D Legal Description

• Exhibit E Development Program Statement

• Exhibit F Site Plan

• Exhibit G Preliminary Site Renderings

• Exhibit H Layout Plan

• Exhibit I Grading, Infrastructure, and Landscaping Plans

• Exhibit J Coordinated Site Review Application and Letter (CPRE 200048)

Exhibit K Letter of Support from Oakley Community Council

#### **BACKGROUND:**

Local Oakley LLC owns the entirety of the former Cast-Fab site in Oakley, consisting of 28.0001 acres. The Oakley Mills Subdivision Improvement Plan (SIP) was previously approved by the City Planning Commission on June 7, 2019. The Oakley Mills subdivision created eight new parcels and a new future public street, which has been referenced to as Local Oakley Drive. The final street name will be selected when the Oakley Mills SIP comes back before the City Planning Commission as a Final Plat review.

The area requested to be rezoned consists of four vacant parcels of approximately 8.1 acres in size that was created as part of the Oakley Mills subdivision. Hills Properties, the petitioner for the zone change, has an option to purchase the 8.1 acre site from Local Oakley LLC. The agent for the petitioner, Anne McBride, has submitted a proposed zone change to Planned Development, Concept Plan and Development Program Statement for Hills Properties to develop and maintain 316 residential units in five buildings.

As the site is a former factory brownfield, the developer chose to construct multi-family units in order to minimize the required site remediation as addressed in the Coordinated Site Review (CSR) letter (Exhibit J). Hills Properties has chosen to name the development Graphite Oakley.

#### **ADJACENT LAND USE AND ZONING:**

The property is currently zoned CG-A (Commercial General Auto-Oriented). The existing zoning and land use surrounding the subject site is as follows:

North:

Zoning:

Commercial General Auto-Oriented (CG-A)

Existing Use:

Manufacturing, owned by the former Cincinnati Milacron

East:

Zoning:

Planned Development (PD-64, Oakley Station)

Existing Use:

Cinemark movie theater with surface parking lot

South:

Zoning:

Commercial General Auto-Oriented (CG-A)

Existing Use:

Vacant undeveloped parcels

West:

Zoning:

Commercial General Auto-Oriented (CG-A)

Existing Use:

Vacant, owned by the former Cincinnati Milacron, Interstate 71

#### PROPOSED DEVELOPMENT:

Anne McBride, the agent for the petitioner, has requested the zone change to Planned Development (PD) to allow Hills Properties to coordinate the development 316 multi-family residential units within five buildings.

#### **Buildings and Structures**

The development plan includes five multi-family unit buildings. Each building is proposed to be five stories in height. The ground floor of each building will be used for resident parking, providing a total of 262 parking spaces as well as storage for bikes. Additional structures include a pool, deck, clubhouse, and a maintenance building. Site plans can be seen in Exhibit F.

#### Street Rights-of-Way and Circulation

The Oakley Mills Subdivision Improvement Plan (SIP) included the creation of a new public street, currently known as Local Oakley Drive. Both Disney Street and Local Oakley Drive will provide access to the proposed development. Additional right -of-way along Disney Street has been requested in order to facilitate additional on-street parking spaces. More detailed road plans, as requested by the Department of Transportation (DOTE) in the CSR report (Exhibit J), will be addressed with the Final Plat for the overall Oakley Mills subdivision site. DOTE has no immediate requirements to move the project forward. The Layout Plan (Exhibit H) shows the exact points of ingress and egress for the proposed development.

#### **Parking**

A total of 565 parking spaces within the development will be provided. The ground floor of each building will provide residents with a total of 262 parking spaces, with surface parking adding another 303 spaces. An additional 31 on-street parking spaces will be provided along Disney Street and Local Oakley Drive. The Layout Plan (Exhibit H) shows the configuration of all proposed parking spaces on-street and within the proposed development.

#### **Building Heights**

The five proposed multi-family unit buildings will be five stories high, with the first (ground level) floor devoted to parking. Building design will be used to screen the first floor parking. Preliminary Site Renderings show elevation and design integrated screening (Exhibit G).

#### Proposed Topography, Drainage, Landscaping, and Buffer Plantings

The proposed zone change request area was once a highly developed industrial area. The site is relatively flat but will require grading for construction and infrastructure installation. Landscaping will also be installed at the perimeter of all five buildings and within parking lot medians. There are planned buffer areas along the northern boundary of the property that is closest to Interstate 71. A storm water drainage system will be constructed to collect, manage, and convey stormwater to the existing sewer system surrounding the proposed development. Exhibit I illustrates site grading and proposed infrastructure installation plans.

#### **Ownership**

Local Oakley LLC is the sole owner of the entire Oakley Mills subdivision site. Hills Properties has an option to purchase the 8.1 acre subject property site contingent upon approval of this proposal.

#### Schedule

The applicant/developer has stated that contingent upon approval by the City Planning Commission and City Council, construction would begin in fall of 2020. It is anticipated that residents could begin moving in as soon as late 2021 or early 2022. The entire development would be constructed at one time, with no phasing. It may become necessary for the applicant/developer to adjust the existing schedule due to the COVID-19 pandemic.

#### Waste Management

Trash and recycling facilities will be provided on-site. Enclosed collection areas will be provided for pickup and handling of waste by the City of Cincinnati Department of Public Services.

#### **Density and Open Space Calculations**

It is estimated that 35.7% or 2.87 acres of the entire site will be dedicated to open space. This includes the pool and deck area as well as landscape buffers.

#### **BASIC REQUIREMENTS OF A PLANNED DEVELOPMENT DISTRICT:**

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

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

The proposed zone change area is an approximately 8.1 acres in size distributed among four adjacent parcels.

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

The applicant, Hills Properties, has the option to purchase the subject property from Local Oakley LLC contingent upon approval of the proposal.

c. Multiple buildings on a lot – More than one building is permitted on a lot.

Five separate multi-family residential units as well as a maintenance building are proposed to be constructed on one parcel once parcel consolidation is complete.

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

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

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

No portion of the site is located within a Hillside Overlay District.

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

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

#### **CONCEPT PLAN AND DEVELOPMENT PROGRAM STATEMENT:**

According to §1429-09 of the Cincinnati Zoning Code, Concept Plan and Development Program Statement, a petition to rezone a property to PD must include a Concept Plan and Development Program Statement (Exhibit 5). The purpose is to describe the proposed use or uses to be conducted in the PD District. The Concept Plan and Development Program Statement must include text or diagrams that specify:

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

The petitioner has submitted a Development Program Statement (Exhibit E) that includes sufficient information regarding proposed uses, building locations, street access, and open space and landscaping. Grading, infrastructure, and landscaping plans are included as Exhibit I.

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

Local Oakley LLC owns the entire Oakley Mills subdivision site. The applicant, Hills Properties, has the option to purchase the subject property from Local Oakley LLC contingent upon approval of the proposal.

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

The applicant/developer has stated that construction would begin in fall of 2020. It is anticipated that residents could begin moving in as soon as late 2021 or early 2022. The entire development would be constructed at one time, with no phasing. It may become necessary for the applicant/developer to adjust the existing schedule due to the COVID-19 pandemic.

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

The petitioner has been in contact with the City's Department of Transportation and Engineering (DOTE), Metropolitan Sewer District (MSD), Stormwater Management Utility (SMU), and Greater Cincinnati Water Works (GCWW). The project has also gone through a Development Design Review as part of the City's Coordinated Site Review Process.

e. **Density and Open Space** – Any other information requested by the Director of City Planning or the City Planning Commission

The Development Program Statement states that 35.7% or 2.87 acres of the entire site will be dedicated to open space. This includes the pool and deck area as well as landscape buffers.

#### FINAL DEVELOPMENT PLAN:

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

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

#### **COORDINATED SITE REVIEW:**

The entire Oakley Mills subdivision site was reviewed as a Development Plan and Subdivision Improvement Plan (SIP) through the CSR process on May 17, 2019. The proposed zone change and Concept Plan was reviewed by the CSR team on June 19, 2020. A conference call with the agent was held on June 23, 2020 to allow the petitioner the opportunity to understand the comments outlined by each of the Departments. Some of the comments in the CSR letter, such as those from DOTE, are in regard to the entire Oakley Mills subdivision site and not necessarily the proposed zone change site. No objections were voiced regarding the zone change or Concept Plan, however, additional requirements will need to be met before permits are obtained. The full letter is attached as Exhibit J.

The petitioner received a copy of the comments from each of the Departments and is aware of the additional requirements needed before obtaining permits. The applicant and the development team have been working with the respective departments to resolve these requirements.

#### **PUBLIC COMMENT:**

Staff attended the February 2, 2020 meeting of the Oakley Community Council (OCC) to provide a brief general summary of the PD (Planned Development) process. At the same meeting, Hills Properties presented their development plan proposal but did not ask for a vote of support at that time. At the March 3, 2020 OC meeting, Hills Properties asked for and received a unanimous vote of support from the OCC. The OCC letter is included as Exhibit K.

A virtual public staff conference was held on Thursday, June 25, 2020. The only attendees were the agent for the applicant and the development team. Mailed notice of the City Planning Commission meeting was sent out on July 2, 2020. No correspondence has been received to date.

#### **CONSISTENCY WITH PLANS:**

Plan Cincinnati (2012)

The zone change request is consistent with the Goals in the Live Initiative Area of *Plan Cincinnati* (2012) to "Create a more livable community" (page 156) and to "Provide a full spectrum of housing options, and improve housing quality and affordability" (page 164).

It is also consistent with the Strategies of the Live Initiative Area to "Support and stabilize our neighborhoods" (page 160) and to "Offer housing options of varied sizes and types for residents at all stages of life" (page 165) and additionally to "Improve the quality and number of moderate to high-income rental and homeowner units" (page 165). The proposed project will develop vacant and underutilized brownfield site into a new residential multi-family development.

Oakley Master Plan (2019)

The zone change request and subsequent proposed development is consistent with the *Oakley Master Plan*, particularly with the Managing our Future Growth Focus Area and Goal 1 to "Assure that future growth is guided by zoning and planning that will preserve Oakley as a thriving, unique, and pedestrian-scaled urban neighborhood" (page 80) and Strategy #1, Action Step to 'Evaluate the appropriateness of the existing zoning map for vacant and underutilized properties" (page 80), and Strategy #2 to Identify neighborhood development goals for the Robertson Avenue, Forrer Street, and Disney Avenue sites..." (page 84). The Oakley Mills subdivision is located on the previous Forrer Street site and the zone change request and proposed development are part of the overall Oakley Mills development. The proposed development would move toward fulfilling the goal of development for the Forrer Street site.

#### **CITY PLANNING COMMISSION ACTION:**

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

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

The proposed residential use is compatible with similar multi-family units that are part of the adjacent Planned Development (PD-64, Oakley Station). Additionally, the *Oakley Master Plan* (2019) specifically identifies the Forrer Street site as an area included to "Identify neighborhood development goals..." (page 84) and also as a potential zone change area as identified by the Zoning Workshop held on December 18, 2018 as part of the *Oakley Master Plan* planning process (page 34).

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

The proposed Planned Development would permit a coordinated residential development effort, including new construction and new public infrastructure. Additionally, the residential development's proximity to Oakley Station would allow for increased pedestrian connectivity.

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

The proposed land use for this property provides a productive use on what is currently an abandoned former factory site. The proposed development would not be permitted or appropriate under the existing CG-A (Commercial General Auto-Oriented) zoning designation. The PD zoning district allows the developer to be innovative in site development combining quality site and building design, open space dedication, and increased community involvement through the Planned Development process as shown by the willingness to work with the Oakley Community Council.

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

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

#### **ANALYSIS:**

The parcels located at 2980 Disney Street were part of a former factory (Cast-Fab) site that has ceased operation. The proposed development will reactivate and remediate a mostly vacant and underutilized site into a residential multi-family development with a host of community amenities, including a pool, clubhouse, and social deck. A Planned Development allows for the coordinated development of the five multi-family unit buildings and the construction and installation of new infrastructure. This multi-family housing will be available for existing residents and neighborhood stakeholders as well as for those living outside of Oakley. It is also meant to attract suburban "empty nesters" and retirees who may be wishing to downsize their living arrangements. In addition to providing new housing opportunities, the proposed development will devote 2.87 acres or about 35.7 percent of the development site as open space. There will also be landscape buffering on the north and west sides of the proposed development area, as well as streetscaping, landscaping, and surface parking area median landscaping.

As the site was a former factory use, the zone change request area is now a brownfield site which will require site remediation. Comments concerning site remediation and other environmental concerns were addressed during the Coordinated Site Review (CSR) Advisory Team meeting by the Office of Environment and Sustainability (OES). Comments from OES include a notation that the site "is included in the larger Oakley Mills development project and is part of the former Cast Fab Technologies property Ohio EAP Voluntary Action Program (VAP) site, which is in the process of obtaining an No further Action (NFA)/Covenant Not-to-Sue (CNS) status". In addition, the construction of at-grade multi-family residential units does not require the same degree of site remediation that a single-family residential home would require. The full comments from OES are included with the CSR Final Recommendations as Exhibit L.

The petitioner has worked to engage with the Oakley neighborhood and various City Departments to address concerns and improve the quality of the development. While there are additional requirements identified in the CSR Final Recommendations, the agent for the petitioner and development team remains committed to working with the appropriate City Departments as the Concept Plan moves to the Final Development Plan, which will be reviewed by the City Planning Commission. The Department of City Planning believes that a Planned Development is an appropriate zoning designation for this site as it allows for continued public engagement through all phases of the development. A Planned Development also provides assurance to the City and the community of the intended uses and scale for the site, and any significant modification to this would constitute as a Major Amendment to the Concept Plan and require public engagement and a public hearing process.

#### **FINDINGS:**

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

#### **CONCLUSIONS:**

The staff of the Department of City Planning supports the proposed zone change from CG-A (Commercial General Auto-Oriented) to Planned Development (PD) including the Concept Plan and Development Program Statement to allow for a multi-family residential development for the following reasons:

- 1. It is consistent with the Goals in the Live Initiative Area of Plan Cincinnati to "Create a more livable community" (page 156) and to "Provide a full spectrum of housing options and improve housing quality and affordability" (page 164).
  - It is also consistent with the Strategies of the Live Initiative Area to "Support and stabilize our neighborhoods" (page 160) and to "Offer housing options of varied sizes and types for residents at all stages of life" (page 165) and additionally to "Improve the quality and number of moderate to high-income rental and homeowner units" (page 165).
- 2. The PD zoning is appropriate in this area as the proposed development does not conform with existing zoning. The zone change and Concept Plan are necessary to establish a PD that allows for the construction of 316 multi-family residential units within five buildings.
- 3. The PD zoning district requires a more extensive public process than a regular zone change, which will allow community members to have additional opportunities to be heard during the Final Development Plan for the proposal.

#### **RECOMMENDATION:**

The staff of the Department of City Planning recommends the City Planning Commission take the following actions:

- 1) ACCEPT the Concept Plan and Development Program Statement as submitted;
- 2) ADOPT the Department of City Planning Findings as detailed on page 8 of this report; and
- 3) APPROVE the proposed zone change from CG-A (Commercial General Auto-Oriented) to PD (Planned Development) including the Concept Plan and Development Program Statement for 2980 Disney Street in Oakley. with the following condition:
  - a. The subject development must follow the additional requirements listed in the Coordinated Site Review Committee letter (Exhibit J) to ensure that the Planned Development (PD) meets the requirements of all departments as they apply for all permits.

Respectfully submitted,

Alex Peppers, AICP, Supervising City Planner Department of City Planning

Katherine Keough-Jurs, AICP, Director

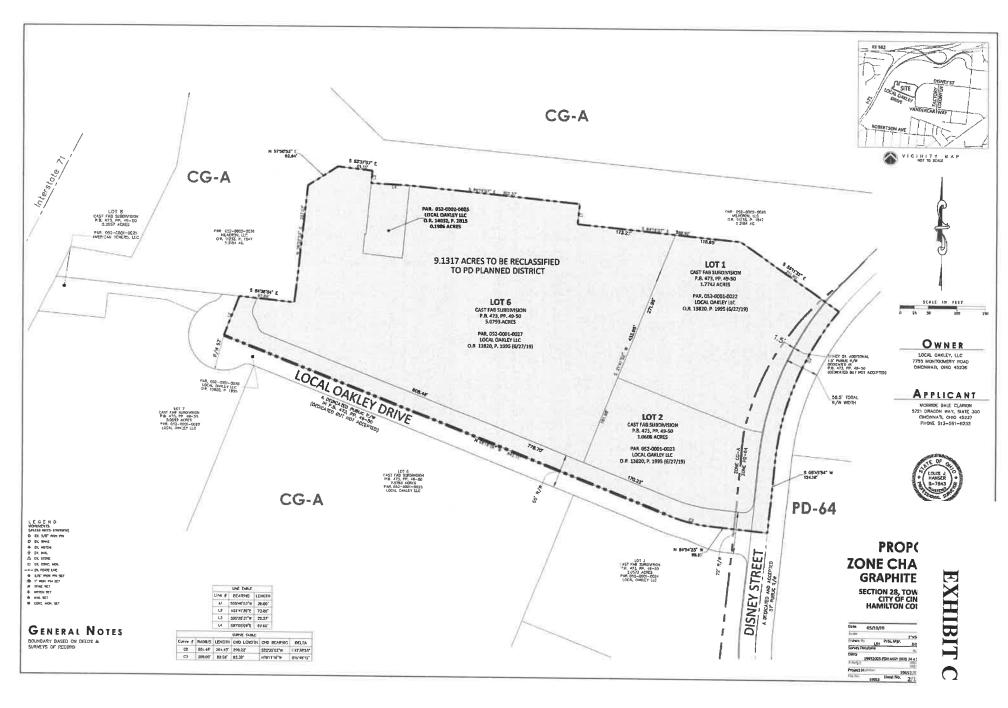
Department of City Planning

Approved:

Proposed Zone Change from CG-A to PD (Planned Development) in Oakley MG DUCK CREEK RD MG Lot 8 0.2557 acres **Proposed Zone Change Area** 8.I Acres PD-64 CG-A **Property Location** Lot 5 7.5763 acres Lot 3 2.0573 acres EXHIBIT VANDERCAR WY Lot 4 3.4959 acres

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

io: The Honorable Council of the City of Cincinnati	Date:				
I hereby request your Honorable Body to amend the Zoning M	lap of the City of Cincinnati by				
changing the area described in the attached legal documentat	ion and depicted on the				
attached plat from the <u>"CG-A"</u> Zone District to the _	"PD" Zone District.				
Location of Property (Street Address): 2980 Disney Street					
Area Contained in Property (Excluding Streets): 8.1 Acres					
Present Use of Property: Vacant					
Proposed Use of Property & Reason for Change: To allow for the	development of a 316 unit Multi-family				
Residential Community.					
Property Owner's Signature:	n Hi Jun				
Name Typed: Local Oakley, LLC.					
Address: 7775 Montgomery Road, #190, Cincinnati, OH 45236 Phone:					
Agent Signature: H, 13_0					
Name Typed: McBride Dale Clarion					
Address: 5721 Dragon Way, Suite 300, Cincinnati, OH 45227 Phone:	513-561-6232				
Please Check if the Following Items are Attached					
Application Fee X Copies of Plat X Copies	es of Metes and Bounds <u>X</u>				



**DESCRIPTION FOR:** 

PROPOSED ZONING RECLASSIFICATION TO PD PLANNED DEVELOPMENT DISTRICT

LOCATION:

9.1317 ACRES AT THE NORTHWEST CORNER OF DISNEY STREET AND LOCAL OAKLEY DRIVE

Situate in Section 28, Town 4, Range 2, City of Cincinnati, Hamilton County, Ohio, being all of Lot 1 (Parcel No. 052-0001-0022), Lot 2 (Parcel No. 052-0001-0023), and Lot 6 (Parcel No. 052-0001-0027), of the Cast Fab Subdivision as recorded in Plat Book 473, Pages 49-50 of the Plat of Records of Hamilton County as conveyed to Local Oakley, LLC in O.R. 13820, Page 1995 in the Hamilton County recorder's office, and being a 0.1986 Acre Tract (Parcel No. 052-0002-0025) conveyed to Local Oakley, LLC in Hamilton County, Ohio recorded in O.R. 14032, Page 2815 in said Hamilton County Ohio, recorder's office, being further described as follows;

Beginning at a point in the centerline intersection of Disney Street (R.O.W. varies) and Local Oakley Drive (R.O.W. varies);

Thence, with a proposed zoning line and the centerline of said of Local Oakley Drive, along the following four (4) courses:

- 1) North 84°04'23" West, 99.10 feet to a point;
- 2) On curve to the right having a radius of 300.00 feet, an arc distance of 82.58 feet, a delta angle of 15°11'16", the Chord bears, North 76°11'16" West, 82.32 feet to a point;
- 3) North 68°18'08" West, 842.71 feet to a point;
- 4) North 21°41'39" East, 73.86 feet to a point in the proposed zoning line and a line of a 5.3184 Acre Tract as conveyed to Milacron, LLC, in O.R. 11233, Page 1847 in the Hamilton County Ohio, recorder's office Ohio:

Thence, along the proposed zoning line, and with the southerly line of said 5.3184 Acre Tract, along the following ten (10)

- 1) South 84°08'04" East, 97.69 feet to a point;
- 2) North 06°22'53" East, 207.07 feet to a point;
- 3) North 57°50'53" East, 62.64 feet to a point;
- 4) South 83°37'07" East, 61.15 feet to a point;
- 5) South 05°38'31" West, 22.27 feet to a point;
- 6) South 87°05'09" East, 67.60 feet to a point;

McGill Smith Punshon, Inc. 3700 Park 42 Drive = Suite 1908 = Cincinnati, Ohio = 45241-2097 513.759.0004 = Fax 513.563.7099 = www.mcgillsmithpunshon.com



- 7) South 84°19'07" East, 302.37 feet to a point;
- 8) South 05°40'53" West, 36.00 feet to a point;
- 9) South 84°19'07" East, 288.92 feet to a point;
- 10) South 55°11'32" East, 211.90 feet to a point in the centerline of said Disney Street; Thence with the proposed zoning line and the centerline of said Disney Street, along the following two(2) courses and distances:
  - 1) On curve to the left having a radius of 501.48 feet, an arc distance of 294.43 feet, a delta angle of 33°38'23", the chord bears, South 22°35'03" West, 290.22 feet to a point;

 South 05°45'54" West, 124.16 feet to the POINT of BEGINNING.

Containing 9.1317 acres of land more or less.

The above description was prepared from a Zoning Plat by McGill Smith Punshon, Inc. dated 05/10/20. The bearings in the above description are based Plat Book 473, Pages 49-50, Hamilton County, Ohio Recorder's Office.

I hereby certify that the above description is a complete, proper and legal description of the property to be re-classified herein. The above description is based on existing deeds and plats of record and is not based on an actual field survey. Said description is to be used for the purpose of re-classification only, and is not to be used for the transfer of property.

Louis J Hanser P.S. #7843

McGill Smith Punshon, Inc.

3700 Park 42 Drive = Suite 1908 = Cincinnati, Ohio = 45241-2097 513.759.0004 = Fax 513.563.7099 = www.mcgillsmithpunshon.com

Prepared by:

McGill Smith Punshon, Inc.

Date:

05/13/20

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### Graphite Oakley Program Statement

Hills Properties has acquired an option to purchase 8.1 +/- acres of vacant property located at the northwest corner of Disney Street and Local Oakley Drive in Oakley. The site, which is part of the former Cast-Fab development, is zoned "CG-A" Commercial General — Auto Oriented District. A total of four parcels, currently owned by Local Oakley LLC, make up the development site.

A zone map amendment is being requested to reclassify the property to the "PD" Planned Development District. The "PD" District would allow for the property to be redeveloped as a residential community with 316 units in five buildings. Accessed from both Disney Street and Local Oakley Drive, the development will feature both garage and surface parking. Graphite Oakley will have a density of 39.25 units to the acre and feature 35.7% of the site as open space. The development would be a mixture of one and two bedroom residences, many of which will also feature a den. Units will have either 1½ or 2½ baths. The residences will be similar to other Hills Properties developments in Blue Ash (49 Hundred) and West Chester (The Savoy), and will feature granite countertops, stainless-steel appliances, outdoor living areas, washer and dryers, valet trash service, and other upscale features. The residential units will be located in five buildings each of which will have five stories. The ground floor of each structure will be devoted to resident parking providing a total of 262 parking spaces, as well as storage for bikes. Another 303 surface spaces are located on the site for a total of 565 parking spaces within the development. Parking spaces (31) are proposed along Disney Street and Local Oakley Drive. The Graphite Oakley community will offer a host of amenities for residents including a pool, social deck, fire pits, clubhouse with fitness center, outdoor gathering spots, and game area.

In creating a number of these communities, Hills Properties, which has been in business since 1958, finds that the average resident is an empty-nester or young professional. The buildings within the Graphite Oakley community feature a modern design that offer a mixture of quality building materials in a natural color palette. Constructed primarily of brick veneer and hardie panel, the elevations use color and design elements to create interest and provide scale to the buildings. All roof mounted equipment will be screened by parapet walls. The perimeter and campus of Graphite Oakley will be landscaped with a variety of larger size plants, many of which are native to Ohio.

The Graphite Oakley, developed as a Planned Development, will allow for the coordinated development of the parcels as a residential community. This is consistent with many of the goals contained in "Plan Cincinnati" such as:

"Offer housing options of varied sizes and types for residents at all stages of life."

"Improve the quality and number of moderate to high-income rental and homeowner units."

"Increase the stock of quality moderate and upper income housing to help increase population and expand our tax base."



Additionally, the Graphite Oakley is also consistent with a number of the goals of the recently adopted Oakley Master Plan, including:

• "Strategy #2" "Encourage bicycling in Oakley":

The proposed development will contain bike storage areas for residents' use, as it is expected many of the Graphite residents will take advantage of the development's location and bike to activities in Oakley.

"Connecting our Neighborhood":

The Graphite Oakley will be developed adjacent to Local Oakley Drive and Disney Street, both of which have/will have public sidewalks. The development will have multiple pedestrian connections to the public sidewalks and pedestrian pathways within the community.

"Investing in our Business":

Residents of The Graphite Oakley will most surely take advantage of and support the numerous local dining, entertainment, and shopping options available in Oakley.

· "Increase Green Space in Oakley":

With 2.87 acres / 35% of site remaining as open space, The Graphite Oakley will contribute to this goal.

 "Ensure that new developments do not allow parking between building and streets and encourage parking behind buildings".

The proposed parking for Graphite Oakley exceeds that required by Section 1425.03, and will all, with the exception of six spaces, be located under or behind buildings.

• "Encourage developers to create green space and improve sustainability. Plant a mix of tree sizes in parking lot and along parking lot edges".

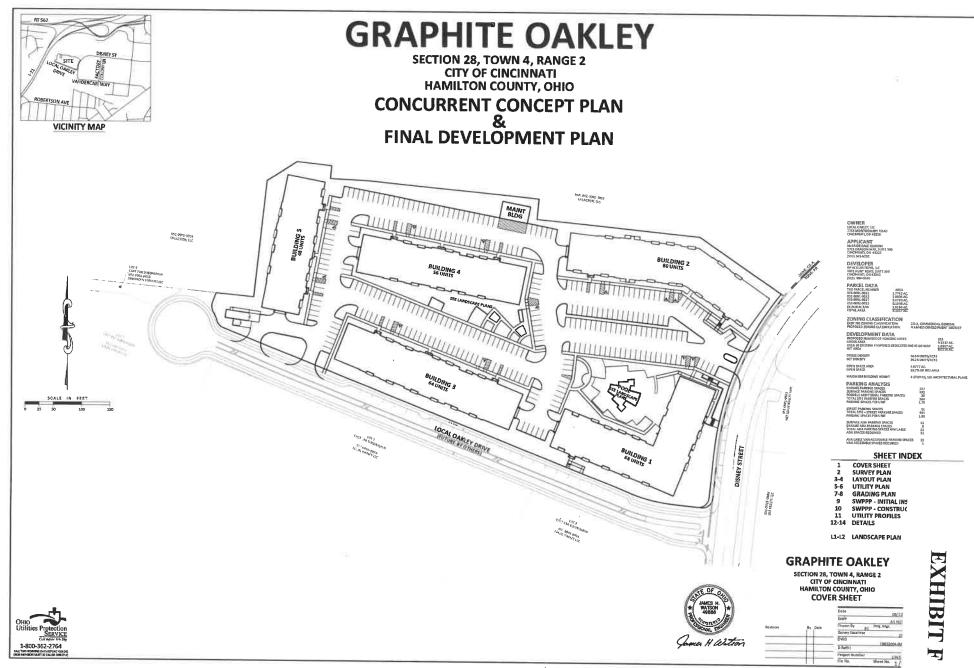
The Graphite Oakley has 35.7% of the 8.1 acres as open spaces. A variety of trees, many of which are native species, are being used at sizes ranging from 6' - 7' and  $2\frac{1}{2}$ " -  $3\frac{1}{2}$ ".

Hills Properties has met with the Oakley Community Council on a number of occasions. The Community Council, at their March 3, 2020 meeting voted to support the "PD" request that will allow Graphite Oakley to move forward. If approved, Hills Properties would begin construction this fall, and would anticipate that residents could begin moving in late 2021 or early 2022. The entire development will be constructed at one time.

We believe that the proposed development will create a high quality residential community that will offer another housing opportunity for Oakley residents and those wishing to be a part of the community. Graphite Oakley will transition a long vacant former industrial site into a community that will not only increase the tax base for the City but provide additional residential options within Oakley and support for local businesses.

MDC #4368









**CAST-FAB SITE** 





**CAST-FAB SITE** 





**BRICK VENEER** 



**BRICK VENEER** 



HARDIE PANEL



HARDIE PANEL



**SPANDRELS** 



**ARCHITECTURAL BRACKETS** 



**DOWNSPOUTS** KYNAR FINISH



**CASTSTONE HEADER & SILLS** 



RAILING ALUMINA CLASSIC STYLE BLACK



**BUILDING ENTRY DOOR SYSTEM** 

The drawings presented are illustrative of character and design intent only and are subject to change based upon final design considerations (i.e. applicable codes, structural and MEP design requirements, unit plan/floor plan changes, etc.).



# **Materials & Color Palette**

**CAST-FAB SITE** 



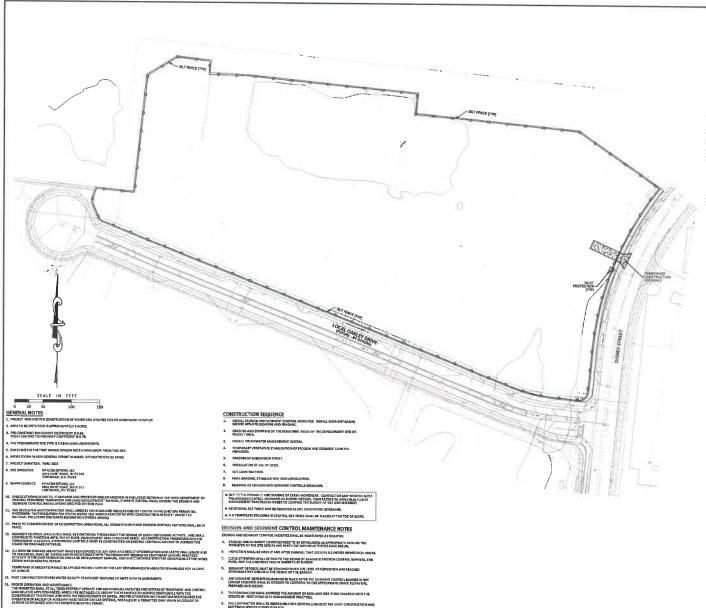


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REQUIRITIONS, INCLUDING PROVISIONS PREMITTING WASTE DISPOSAL BY OPEN BURNING AND SHALL PROVINCE FOR THE PROPER DISPOSAL OF CONTINUOUS IDEA
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YID GROUND WATER CONFROL THE ME SHALL BE NO TURBUID DECEMBER TO SURFACE WATERS OF THE STATE RESULTING FROM DEWATERING ACTIVITIES, IF TRENCH ON WITES CONTRINGS SECREMENT, IT WASTE PARSON THOSON A RESULTED FORM OF SECTION FOR OND ON CONFIRENCE SECTION FOR THE STATE RESULTING FROM DEWATERING ACTIVITIES, IF TRENCH OR WATER SECREMENT SECTION FOR THE SECTION OF SECTI DISCHARGES FROM THE CONSTRUCTION SEE, ALEFENTHERY,
SERMINERT MAY BE ELECTRONICED SET TO BE THE SERVICE OF THE SERVICE SERVICE SERVICE WHITE THE SERVICE SERVIC

- PUMPING RUNDIF INTO A SANTARY SEWER (WITH PRIOR APPROVAL OF THE SANITARY SEWER OF ERATOR) OR INTO A CONTAINER FOR TRANSPORT TO AS TREATMENT/DEPOSAL FACULTY: AND
- COVERING AREAS OF CONFAMINATION WITH TAKES OR CITHER METHODS THAT PREVENTS IDEAL WATER FROM COMING INTO CONTACT WITH THE MATERIAL OPERATORS
  SHOULD CONSULT WITH ONLO EPA DIVISION OF SURFACE WATER PRIDATO SERVING FRANCE COVERAGE.

MARTCHARCE, ALL TEMPORARY AND PRIMARIEST CONTROL PRACTICES SHALL BE MARTCHARD AND REPAIR TO AS NEEDED TO ENQUINE CONTINUED PERF INTERIORS PRINCEDED. ALL STORMEDS CONTROL PRACTICES MAIST BE MARTCHARD BY A





#### **GRAPHITE OAKLEY**

SECTION 28, TOWN 4, RANGE 2 CITY OF CINCINNATI HAMILTON COUNTY, OHIO STORM WATER POLLUTION PREVENTION PLAN INITIAL INSTALLATION

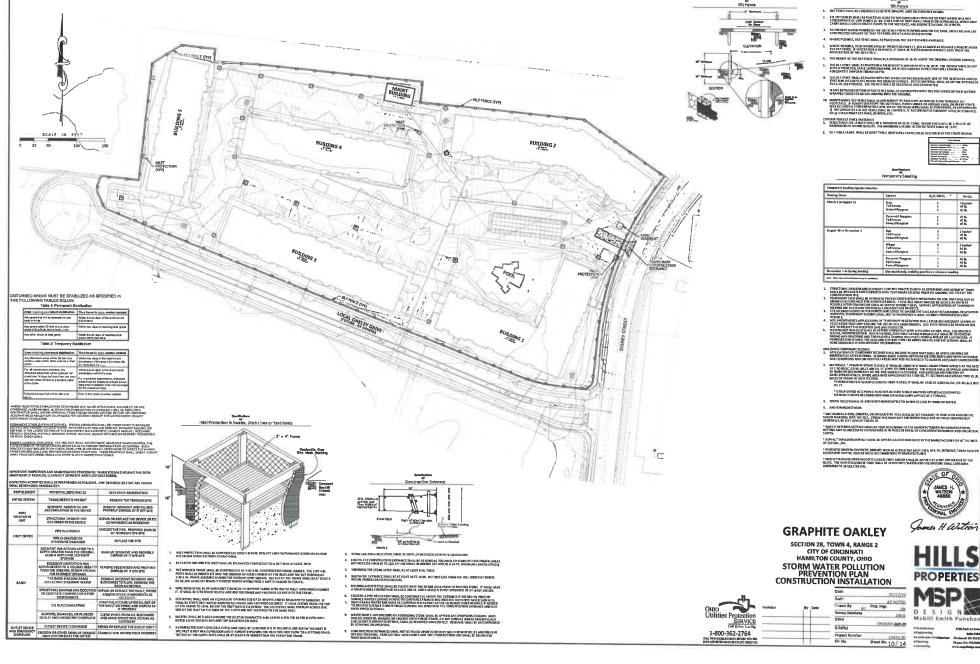
Utilities Protection

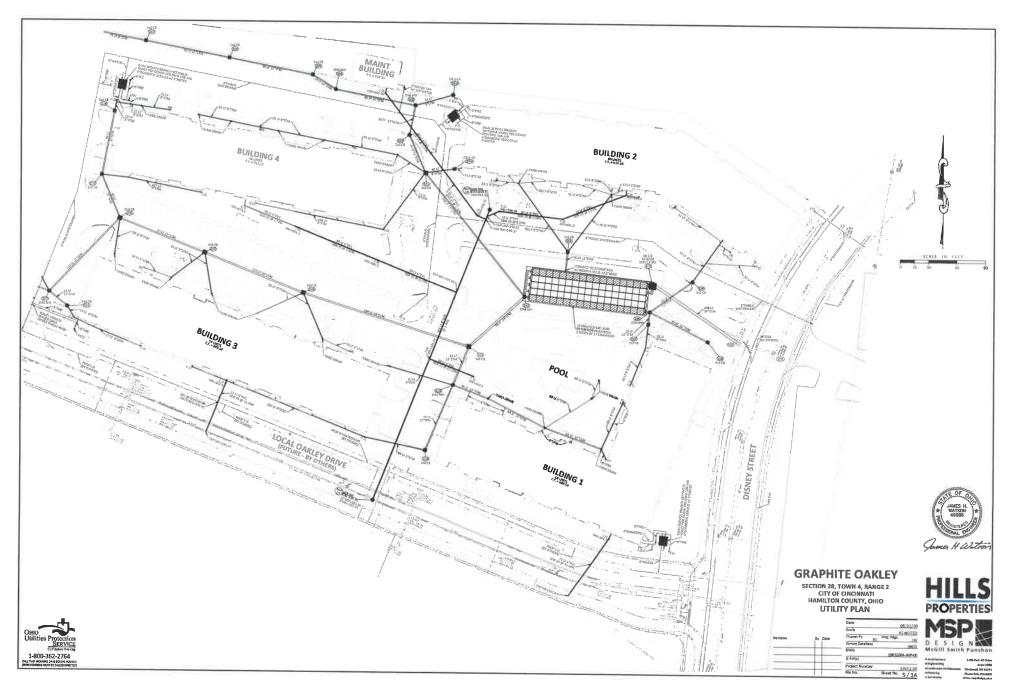
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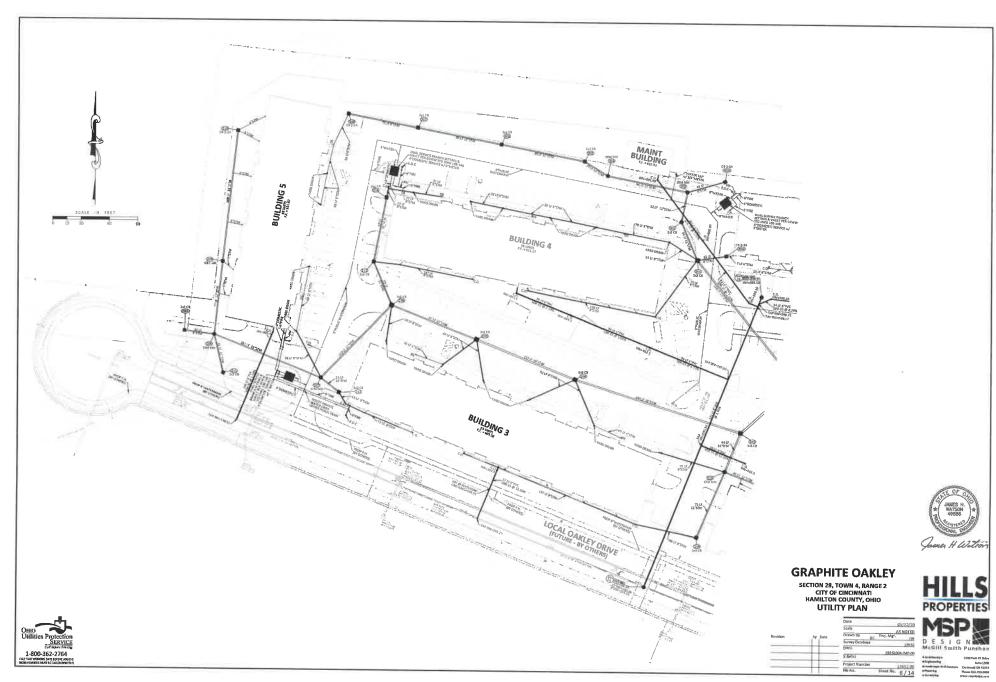


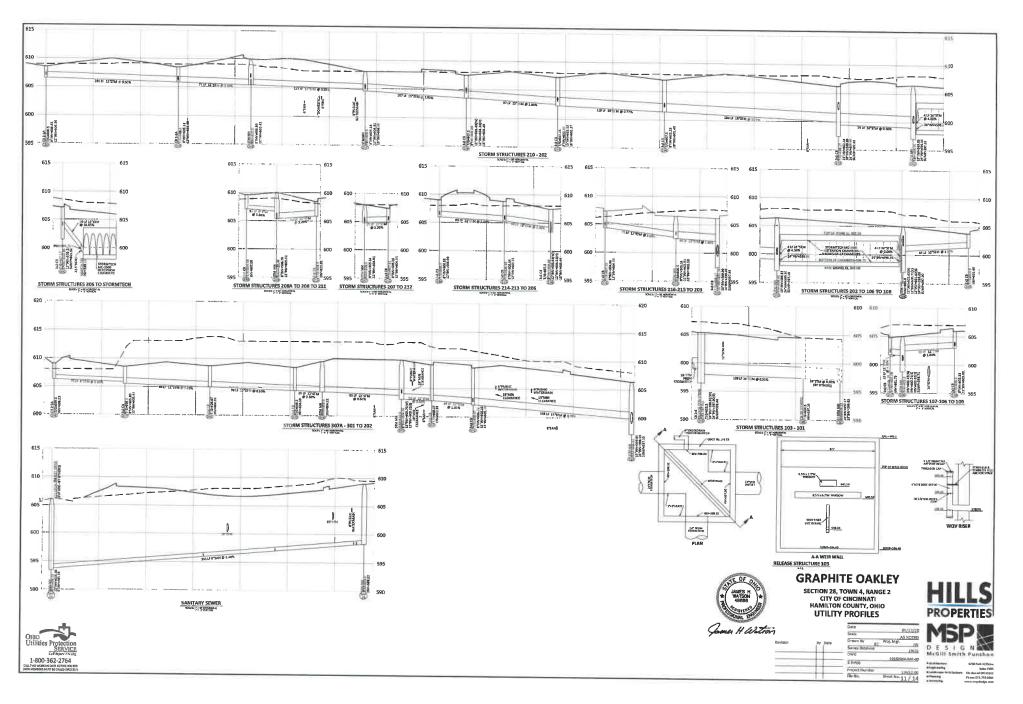












APPROPRIATE UTILITY COMPANIES SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO BREWING GROUND FOR THE PURPOSE OF UDRIPTING, BY RELD BESPECTION, THE EXACT LOCATION OF UNDERGROUND UTILITIES.

TE BENCH MAAK: VERTICAL CONTROL WAS ESTABLISHED BY REAL EINEMATIC GPS USING ONTCVERTUAL REFERENCE STATION VIA CELL PHONE HORSONTAL CONTROL IN WAD 52 (REPS 2007) OF LSP.CS. NORTH ZONE U.S. FEET VERTICAL CONTROL IN MOVO 36 - U.S. FEET. ITEM 614 - MAINTAINING TRAFFIC DURING UTILITY CONSTRUCTION

PHILES GTHERWISE SPECIFICALLY ADDRESSED IN THE APPLICABLE PLAN SHEET(S), DURING THE CONSTRUCTION OF THE PROPERTY OF THE CONSTRUCTION OF THE PROPERTY AND THE MAINTS, STORM SEWERS, ETC., THE CONTRACTOR AND EXPLANCED THE PROPERTY AND THE PROPERTY AT ALL TRIBLES. DURING THE COURSE OF THE INDIMMAL WORKING DAY, THE CONTRACTOR SHALL INSURE THE EMPETY OF THE MURIC OF INFORMORA SUPPLICIENT NUMBER OF FLAGMENT DIASSIST THE TRAFFIC FLOW THROUGHTHE COURSE CLORED MERS. IF, AT THE COUNTED ON OF THE MORRIAN MORRISH DAY, ANT TRESCH TICH THE UPD I RECEDIT AREA IF, AT THE EDIMPIE DID DITTE NO MAJASTI KINI TAMPET PLOY FINDOLOGIST THE DOMESTIC CONTROL OF THE MODERN CONTROL O

ARTICULAR ATTENTION SHALL BE GIVEN TO PROVIDING AN UNHHIBITED AND FREE FLOW TO EMERGENCY, POSTAL OR SCHOOL VEHICLES AND TO THE SAFETY OF PEDESTRIANS WALKING THEOLOGY THE PROJECT LIMITS THE CONTRACTOR SHALL ALSO YARKA LINAAMSHA NECESSAR TO DAMARTIAN HERDEN THE FIRST SHALL AND THE STATE AND THE CONTRACTOR SHALL ALSO YARKA LINAAMSHA NECESSAR TO DAMARTIAN HERDEN THAFFE, PER DITE HOTEL CONTRACTOR SHALL ALSO YARKA LINAAMSHA NECESSAR TO DAMARTIAN HERDEN THAFFE, WHILE SO PREVIOUS AND THAFFE OF THE CONTRACTOR OF THE SHALL AND THAFFE OF THE CONTRACTOR OF THE SHALL AND THAFFE OF THE CONTRACTOR OF THE SHALL AND THAFFE OF THE SHALL AND THAFFE OF THE SHALL AND THAFFE OF THE COST OF THAFFE OF THE SHALL AND THE SHALL AND THAFFE OF THAF

AT ALL TENES, THE CONTRACTOR SHALL A DEQUATELY MARK, THROUGH THE USE OF EMERILS, FLASHING USHITS, FORWARD GATES AND/ORD THRE RENVICES APPROVED BY THE SHAILINGS, THE LIMITS OF THE PROFILE AREA AND THOSE AREAS OF THE STREET AND THE TRADITALITY COLORED TO TRACE!

FACES OF CONSTRUCTION SIGNS, BARRICADES, VERTICAL PARIELS AND DRIVER BANDS SHALL BE REFLECTOR GED WITH TYPE "G" SHEUTING, COMPLYING WITH THE REQUIREMENTS OF THE PERTINENT SECTIONS OF THE CAMES. THE CONTRACTOR SHALL ALSO CONTINUALLY MONITOR ALL PAVEMENT SURFACES USED FOR THE MAINTENANCE OF TRAFFIC TO KEEP IT CLEAR OF DIRT, DUST AND DERMS.

AS DETERMINED BY THE ENGINEER, THE CONTRACTOR MAY SE REQUIRED TO PRESENT AT THE PRECONSTRUCTION MEETING, A PLANTINAT DETAILS HOW THE REQUIREMENTS FOR MAINTAINING LOCAL TRAFFIC WILL SEE MIT.

STORMTECH SYSTEM INSPECTION & MAINTENANCE

THE SYSTEM SHALL BE INTEALLY INSPECTED IMMEDIATELY AFTER COMPLETION OF SHE CONSTRUCTION AND DESCRIPTION OF SHE CONSTRUCTION AND DESCRIPTION OF SHE CONSTRUCTION OF SHE SHARM AND DESCRIPTION OF SHE SHARM AND SHARM AND SHARM AND SHE SHARM AND SH

JETVAC NAVINTERNIKE IS BEEDMININDED IF SEDMENT HAS BEEN COLLECTED TO AN AVERAGE DEPTH OF A INCLUDING STRUCK OF A SECRETARY OF

#### STORM STRUCTURE SUMP MAINTENANCE

STANDAY TRACELLEG E. M. M. TO SEE A SECTION OF THE CONTROL OF THE MAN AND A SECTION OF THE SECTI

#### GENERAL UTILITY NOTES

. ALL WORK SHALL BE IN ACCORDANCE WITH CITY OF CINCINNATI SPECIFICATIONS AND THE LATEST EDITION
"STATE OF OHIC DEPARTMENT OF TRANSPORTATION, CONSTRUCTION AND MATERIAL SPECIFICATIONS,"
AND "STANDALD DIAMINIST.

- CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL ORDINANCES.
- . CONTRACTOR SHALL RE FAMILIAR WITH THE EXISTING UTILITIES AND EASEMENTS IN THE CONSTRUCTION AREA AND SNALL BE HELD RESPONSIBLE FOR THE EXAMAGE OF DISTING UTILITIES DURING CONSTRUCTION.
- CONTRACTOR SHALL FIELD VENEY ALL DICATIONS AND INVESTS OF EXSSING UTGATES AND INNECDATELY MOTHEY THE ENGINEER IF EXISTING UTLATES AND INNECDATELY SHIP THE PROPOSED UTLATES AND INNECDATE OF EXISTING UTCATES AND INNECDATE OF EXISTING UTCATES.
- PERFORM ALL EXCAVATION TO INSTALL UNDERGROUND UTILITIES AS INDICATED ON THE PLANS. EXCAVATION SHALL BE IN ACCORDANCE WITH 03HA AND OTHER REGULATORY AGRICUST.
- SERVICE UTILITY MATERIALS SHALL BE PER THE APPROPRIATE UTILITY COMPANY OCSION CRITERY
- THE CONTRACTOR SHALL CLEAN THE STREETS OF MUD. AND DEBRIS GENERATED BY CONSTRUCTION ACTIVITIES, MEETING THE REQUIREMENTS OF THE CITY OF CINCINNATIAND O. D.D.T.
- . ALL SAINTARY SEWER AND/OR WATERLINES AND APPLIETEMANCES SHALL BE CONSTRUCTED ACCORDING TO THE METROPOLITAM SEWER DISTRICT (INSIG) SPECIFICATIONS IN EFFECT AT THE FILMS OF
- CLEANOUT STRUCTURES SHALL BE TWO-WAY CLEANOUTS PER MISO ACC. No. 49047,
- . IF LOWEST LEVEL ELEVATION IS BELOW RIM ELEVATION OF THE UPSTREAM MAKHOLE, SEWER TAP INJUST INCLUDE BACKFLOW PREVENTION OR MUST BE PUMPED TO GRAWITY.
- STORM SEVER CONSTRUCTION AND MATERIALS SHALL BE AS SPECIFIED IN THE LATEST EDITION OF THE STATE OF OWNED TREPARTMENT OF TRANSPORTATION CONSTRUCTION AND MATERIAL SPECIFICATIONS AND THE OWN DEPARTMENT OF TRANSPORTATION STANDARD CONSTRUCTION DRAININGS.
- CONTROLLED DENSITY FILL (CDF) IS REQUIRED AS BACKFILL IN ALL TRENCHES LOCATED WITHIN THE PUBLIC BIGHT-OF-WAY.
- GRANULAR BACKREL IS REQUIRED IN ALL PIPE TRONCHES LOCATED UNDER PAYELIERT OR SIDEMALIS OUTSUIC OF THE PUBLIC RISHT-OF-MAY, BACKRE, SHALL BE COMPACTED TO 109K STANDARD PROCTOR DEPORTY AND TESTED BY APPROVED AGENT, UNLESS NOTICE OF DIFFERENCE.
- STORM SEWER PIREBEDDING SHALL BE CLASS "B" PER ODOT 603.06, BACKFILLING SHALL CONFORM WITH ODOT 603.10 AND 603.11.
- STORM SEWER PIPE SHALL BE TYPE "C" CONDUIT CONFORMING WITH DOOT 708,02, ASINFORCED CONCRETE CLASS M, 0007 TOJ. 13, CONFUGATED POLYET-MUENE SMOOTH LINED PPE OR 0000T 707.42, PPC CONFORMING WITH ASINF PAPE.
- PAYC CONFORMING WITH ASTAL 1949.

  DOWNSPOUT COLLECTOR SPINGS SHALL MEET FIS REQUIREMENTS OF DOOT 787.73, 707.42 (ASTM 1948)

  DOWNSPOUT COLLECTOR SPINGS SHALL BE INSTALLED WITH WATERTISHT CONSECTIONS. A SUITABLE OF THE WATER SHALL BE INSTALLED WITH WATERTISHT CONSECTION SPIL CUCAMOUT STALL THE WATER SHALL SHALL BE INSTALLED BEING WITH REASTN SCORES AS CONSECURING WITH CUCAMOUT STALLED WITH SHALL BE IN WITH SHALL BE IN THE WATER SHALL BE IN THE BEINGO.
- ALL CATCH BASINS B. MANHOLES IN THE PAY EMENT AREAS SHALL BE CONSTRUCTED WITH TRAFFIC OUTY
  FRAMES AND GRATES.
- ROOF DRABIS, FOUNDATION DRAIRS, CODILING WATER, SWIMMING POOL WATER OR OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER SYSTEM ARE PROHIBITED.
- SEE ARCHITECTURAL PLANS BY OTHERS FOR EXACT LOCATIONS AND DETAILS OF UTILITY CONNECTIONS AT THE BUILDING. COORDINATE FINAL UTILITY LOCATIONS OF GAS, ELECTRIC, TELEPIECINE AND CARSE WITH THE UTILITY EMPLOYERS AND ARCHITECT.

#### SANITARY SEWER NOTES

- ALL PLUS AND CONCENTRACION WE HAN HANDLY COUNTY SHALL COMPAY WHITE THE MAKES EPHONE OF THE TRACE AND ADMINISTRATION OF THE TRACE AND ADMINISTRATION AND ADMINISTRATION AND ADMINISTRATION AND ADMINISTRATION ADMINISTRAT
- EMBORLER, MOIC.
  THE OWNERS OF ALL PROPERTIES SHOWN ON THISTAPROVEMENT PLAN SHALL BE SUBJECT TO ALL APPLICABLE SEWER SERVICE CHARGES, ASSESSMENTS, TAP-BIC CHARGES OR FEES WHICH HAVE BEEN OR MAY BE ESTABLISHED BY THE CRAND OF COUNTY COMMISSIONED.
- APPROPRIATE UTILITY COMPANIES SHALL BE NOTIFIED A LEGISLATE ARE HOURS PRIOR TO BREADING GROUND FOR THE PURPOSE OF UTILITYING BY RELD IN EPICTION THE EXACT LICIATION OF UNDERGROUND ALL SANDARY SEWER MPE SHALL BE PVC, SDR3S, ASTMID-3034 IN ACCORDANCE WITH MISD RULES AND REGULATIONS. EXCEPT WHERE MOTED.
- ALL MANHOLES ON SANITARY SEWERS SHALL BE TYPE "S" MISD ACCESSION NO. 49037.
- SANIFARY MARRICLES SHALL BE TEMPORARRY CONSTRUCTED TO AN ELEVATION OF TWO FEET ABOVE THE SURADLINDING GRADE BY MEANS OF AN ADDITIONAL MANKOLE SECTION OR BRICK MASONRY ON TOY OF THE COME.
- SAIRTARY BUILDING SEWES FOR PUBLIC AND PRIVATE SEWERS SHALL NOT BE EXTENDED MORE THAN TEN [10] FEET BEYOND THE PROPOSED RIGHT-OF-WAY URIE, EASEMENT UNE OIL, BY CASES OF PRIVATE SEWERS, NO MORE THAN TEN [LIG) FEET BEYOND THE MAIN UNE SEWER PRIOR TO ISSUANCE OF TAP PERMITS.
- PENNITS.

  TWO-WAY CLEANOUTS SHALL BE INSTALLED AT THE RIGHT-OF-WAY UNE DR SANITARY SEWER EASEMENT, WHERE APPLICANCE, IN ACCORDANCE TO MISD ACCESSION NO. 61979.
- WHERE WIPELANDE, IN ACCOLONGE TO MAD ACCOLONGE HIS OFFI ACL LOWEST PRINCIPLE TO MAD ELECTRONIC SHALL BE AT LEATE 38 BROWLES AROUT THE CHEWING OF THE ACCOLONGE WITHOUT THE CHEMIST SUPPLIES AND ACCOLONGE WITH THE CHEMIST SHAPE ACCOLONGE WITH CHEMIST SUPPLIES AND ACCOLONGE WITH THE CHEMIST SHAPE ACCOLONGE WITH CHEMIST SHAPE ACCOLONGE WITH THE CHEMIST SHAPE ACCOLONGE WITH THE CHEMIST SHAPE ACCOLONGE WITH ACCOLONGE WITH SHAPE ACCOLONGE WITH THE CHEMIST SHAPE ACCOLONGE WITH THE CHEMIST SHAPE ACCOLONGE WITH ACCOLONGE WITH SHAPE ACCOLONGE WITH THE CHEMIST S
- CONTRACTOR'S LICENSE. ALL WORK DONE ON SANITARY AND/OR COMBINED SEWERS WITHIN THE UNBORNING OF THE METROPOLITAR SEWER DISTRICT MUST BE DONE BY A CONTRACTOR WHO IS AN 39 PROVED SEWER TAPPER PROPERLY LICENSEED BY THE DEPARTMENT, AND BONDOLS. SANITATY BUILDING SEWERS SMALL BE CONNECTED TO THE MAIN LIME WITH WAYES. THE FITTINGS ARE TO BE USED ONLY WHERE SHOWN ON THE APPROVED PLAN.
- A TAP PERMIT IS REQUIRED FOR EACH BUREDING, BOND OR FINAL APPROVAL OF THE MAIN LINE IS REQUIRED PRIOR TO ESSUANCE OF A TAP PERMIT.
- PROGRAMMENT FROM THE DOLLARKE CER TAP FERMIN.

  SANTAMY SERVE CONSTRUCTION MUST COMMENTE WITHIN 11 MONTHS AND RE COMPLETE WITHIN 36 MONTHS OF THE DATE OF A APPROVAL SHOWN HEREON DO. THESE FLANDS RECOME YOUR.

  PER SANTAMY SERVE MANIBURILES CONSTRUCTED BY A RANDON OLOT, THE REM RECATION SHALL BE 1° HID ME THAN THE SUBSCHIMMENT OF AND AND THE MANIFECT OF A RANDON OF THE PROPERTY OF T
- REPRESENTANT MARRICUST CONSTRUCTED IN GRASS AREAS, THE RIMELEVATION SHALL BE 8" NIGHER THAN THE BURROUNDING GRADE, AND THE FILL SHALL BE FEATHERED AWAY FROM THE BAANNOLE RIM
  AT A GRADULUS LODE.
- AT A GRADUAL SCIPPE.

  ROOF DRAINS, FOUNDATION DRAINS, COCUING WATER, SWIMMING POOL WATER DRIDTHER CLEAN WATER CONNECTIONS TO THE SANITARY SERVER SYSTEM ARE PROHIBITED. TO ASSURE THAT STORMWATER DOES NOT ENTIRE THE SAME ANALYZED SYSTEM, A SOMEMATIC PLAN OF THE FOOTING AND FOUNDATION DISTINACE SYSTEM, INCLUDING THE POINT OF DECHARGE, IS MERCECARD.
- THE COURT AND POLISONED MANAGES THE ALL PROPERTY IN EXCHANGE THE COURT OF INCOMENCE AND THE COURT OF THE COUR
- INSTALLATION OF A PRIVATE FORCE MAIN REQUIRES A PERMIT FROM THE HAMILTON COUNTY BURKED OF HEALTH, CONTACT HE BOARD OF HEALTH AT 946-252 REGLARDING FEMILT AND HERECTION.

#### RESTRICTIONS ON SANITARY SEWER EASEMENTS

HE STRUCT FOR OF ANY TISD WITH SECURITY REPORTS TO SAID PUBLIC SEWER SHALL BE PLACED IN OF HOME AS REMANDED WE SHALL BE SHALL BE SHALL SHALL SHALL SHALL SHALL SHALL BE PLACED AREAS FOR PARKING LOTS, DISCRIMATED OF THE SURFICE SHALL SHALL

ANY OFFICE ADMINISTRAÇÃO, POR VINTA MATINES, DERIVER META SANCTION DE LA MONOCAPIO DE PROPERTO DE LA MONOCAPIO DE LA MONOCAPIO

ANY STRUCTURE CONSTRUCTED ON SAID PROPERTY IN WHICH SAID PERMANENT SAVER EASEMENT DISTS.
SMALL BE REPT NOT LESS THAN THERE BY REIT OUTSIDE THE PERMANENT SEVER EASEMENT LINE HEARIST
THE STE OF THE PROPOSED STRUCTURE, EXCEPT THAT THIS RESTRICTION IS NOT APPLICABLE TO ALL STORM
OFFICE REMAINDER.

AW O EVIATION FROM THE AFOREBAID RESTRICTION SHALL BE PETITIONED BY WHITTEN REQUEST TO THE GRANNESS OR THERE ASSISMS. EACH BUICH BROUKET SHALL BE CONSIDERED ON AN INDIVIDUAL BASIS WITH APPROVAL NOT SERVE UNRESCHOOLS WITH WRILD.

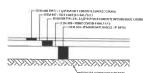
TRESPONDE BLOTTE: CAR AND CHEET V. SERVEY, INC. S. ALTELEPHONE, ELECTLIC, GAS AND CABLE T.V.
SOWICE MISS SHALL BE ALTED INSERVED STREET, INC. S. ALTELEPHONE, ELECTLIC, GAS AND CABLE T.V.
CONDUTES OF CABLES SHALL BE PLACED WITHER LEATHER SHAPE THE SERVEY MASK. ALL HIS
WINCE-WILL HOT CONFILIC WITH TO THE MEDIC INCREMENT SHAPE AND SAVET, ALL SHAPE THE MEDICAL BLOTTERS AND SHAPE TO AND SHAPE TO THE MEDICAL SHAPE TO THE SHAPE THE SHAPE THE SHAPE THE MEDICAL SHAPE THE SHAPE THE SHAPE THE SHAPE OF THE MEDICAL SHAPE TH

#### SMU STANDARD PLAN NOTES

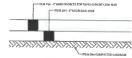
- THE DOLUMENT SAME SHARE COMPACTED TO EXPERIMENTS WALL COMPAT WITH CHAPTER 22D OF ADMINISTRATION OF THE STATE OF THE STATE
- TEMPORARY ENDSION CONTROL MEASURES SHOWN ON THE PLANS SHALL BE INSTALLED AS EARLY AS POSSIBLE AND BE MAINTAINED THROUGHOUT THE PROJECT.
- A NATIONAL POLLUTANT DESCHARGE BUNINATION SYSTEM (INFOSYMUNCIPAL SEPARATE STORM SEWER SYSTEM (MASA) PERRAT IS REQUIRED IF THE TOTAL LAND DISTURBANCE WILL BE DOUGL TO OR GREATER THAN ONE ACRE IN A STORM ONLY SEWER AND/OR IT BUSHAGGING TO A CREEK, A COPY OF THE PERMIT BUST ACCOMPANY THE REQUEST FOR APPROVIAL OF THE PLAN.
- SMILITIDES NOT ALLOW TWO PIECE CASTINGS OR SLAB TOP MANHOLES AND UNIX REINFORCED CONCRET MPE (RCP) OR DUCTHE BIOINPIPE (DIP) IS PERBITTED WITHIN AN EXCEMENT OR RIGHT-OF-WAY. S. SMU DOES NOT ALLOW DRABBAGE STRUCTURES WITHIN 5 DESTRUCT A PRINCIPAL OF
- . ALL PUBLIC STORM DRAWINGE CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH LATEST EDITION OF THE ONEO DEPARTMENT OF TRANSPORTATION (ODDOT), CONSTRUCTION AND MATERIAL SPECIFICATIONS, AND WITH THE LATEST EDITION OF THE CITY OF CIRCLINNATS SIPPLEMENT TO THE ODDT CONSTRUCTION AND MATERIAL SPECIFICATIONS.
- THE OWNERS OF ALL PROPERTIES SHOWN ON THIS IMPROVEMENT PLAN SMALL BE SUBJECT TO ALL
  APPLICABLE SEVER HAN HUNE INSPECTION 1825, SERVICE CHARGES, ASSESSMENTS, TAN-BIC CHARGES OF
  OTHER 1825, WHICH HAVE BERE STANLISSED SPICIFIC COUNCIL, CITY OF CHICKIPALY.
- ALL WORK DONE ON STORMWATER INFRASERUCTURE WITHEN THE CITY OF CANDINHATI MUST BE DONE BY A CONTRACTOR WHO IS AN APPROVED SEWEN TAPPER, PROPERLY LICENSED AND BONDED THROUGH THE MET ROPOLITAN SEWER ORSTROCT OF GREATER CHICHMARY.
- A STORMWATER TAP PERMIT'S REQUIRED FOR EACH BUILDING. BOND OR FINAL ACCEPTANCE OF THE BANN BUILD HER PROBLEM FOR TO ISSUANCE OF A TAP PERMIT. A SECTEM SHALL BE SUBMATTED BY THE PLUMBER, WHICH SHALL SHOW THE ELEVATION AND LOCATION OF THE STORMWATER TAP WITH RESPECT TO THE READEST STORM MANHOUS, A REQUISIT FOR APPLICATION CAY BE SENT TO STORMWATERINAMEDIAN EMPLORMED HAND CONTROL TO THE SENT TO
- EO, ALL PUBLIC STORMWATER INFRASTRUCTURE THAT IS BEING TAPPED INTO MUST BE CORED, AND INSPECTED AS PART OF THE TAP PERMIT PROCESS.
- 11. ALL STORMWATER INFRASTRUCTURE WITHIN THE DEVELOPMENT IS TO BE PROVATE AND IMARITAINED BY THE OWNERS.
- 12. STO PRAMATER INFRASTRUCTURE CONSTRUCTION MESS CEDAMENCE WITHIN 12 MONTHS AND BE COMMERCED WITHIN 36 MONTHS OF THE DATE OF APPROVAL SHOWN HEREON OR THESE PLANS 8 BOOME VOID.
- 13. YEAR THE COMPLETION OF WORK OR ALL STORMWATER IMPRASTRUCTURE, THE COMPLETION OF WORK OR ALL STORMWATER INPRASTRUCTURE, THE COMPLETION OF THE COMPLETION
- 4. FINAL ACCEPTANCE: IN ORDER FOR SMUTD GRANT PHAL ACCEPTANCE THE FOLLOWING MUST BE SUPPLIED: UPPLEO:

  A. ACHURT DRAWINGS WITH ACCURATE LOCATIONS, DESCRIPTIONS, AIRC QUARTIFIES OF THE RESTALLED MATERIALS

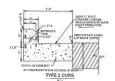
  B. FIRAL CLEARING AND REPURCTIONBY THE OWNER OF THE BRIFAST ELECTURE BAUST BE COMPLETED AND WITHOUT CONFUCTS.
- 15. SMU RESERVES THE RIGHT TO REFUSE OWNERSHIP ON BEHALF OF THE CITY.

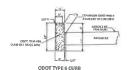


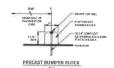
TYPICAL FLEXIBLE PAVEMENT SECTION



DUMPSTER PAD PAVING SECTION



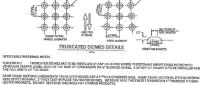




Faterer was







USE MANUFACTURER'S WRITTEN INSTRUCTIONS FOR INSTALLING WEEP HOLES, SETTING 650 AND GROUTING METHOD ADGRESSION TRUNCATED DOMES SHOULD BE AURISTO WITH THE FRIMARY GRECTION OF PEDETRAM TRUVE. AS SHOWN ON THE ONE COUNTRY OF THE 15 TERP SHAWLY THE PRODUCT OF THE STATE AND THE SECOND COUNTRY OF THE 15 TERP SHAWLY THE PRODUCT OF THE SHAWLY OF T

VENUAL CONTRASE: COLOR OF THE TEURCATED DOMES SHOULD CONTRAST WITH SURROUNDERNY CORRETE WALK AND RAMP, USE OF A RED BLENU IS RECOMMENDED FOR CONCRETE QUES RUMPS. BLACK IS NOT AN ACCEPTABLE COLOR. PRODUCTS: INSTALL PRODUCTS AS PER MANUFACTURER'S PRINTED INSTALLCT ONS

ALL CONCRETE SHALL CONFORM TO DOOT ITEM 499 CLASS GCL OF QC MISC WITH A 28-DAY EXIMPRESSIVE STRENGTH OF 4000 PSI, MINIMUM. CONCRETE SHALL CONTAIN AN ADMOSTURE THAT WILL RESULT TRANS ARE ENTRANMENT OF 2 2%. ALL CORCRETE SHALL BE CURILD CURING SHALL CONGRET OF THE APPLICATION OF A LICIDO MEMBRANE CURING AND SEALING COMPRISION THAT MEETS OR EVERT EXCENT HE RECOVER MONTHS OF A STATE 255, MAS A REIROMANN 30% SOLUBED AND WILL HOT YELLOW WHERE EXPOSED TO SHALLOW, A RELIGIOUS WILL SHALLOW HAVE EXPOSED TO SHALLOW AND A SHALLOW AS RELIGIOUS WILL SHALLOW HAVE THE APPLICATION AND A SHALLOW AS RELIGIOUS WILL SHALLOW HAVE A SHALLOW AS RELIGIOUS WILL SHALLOW AND A SHALLOW AS RESERVED. STEEL OR WOOD FORMS SHALL BE SUITABLY SECURE AGAINST ANY MOVEMENT DURING CASTING AND SHALL PROVIDE STRAIGHT OR UNIFORMLY CURVED EDGES AS THE DESON REQUIRES.

CONCRETE SIDEWALKS SHALL BE'S INCHES THICK AND SHALL HAVE A CROSS SLOPE AT X INCH PER FOOT OF WINTH. TOOL DIC CONTROL DURIS SHALL BE SPACED AT \$-FOOT PREPANDS. If HE WINDHAMSER HALL DIR RECOVER SHALL BOUT DI AN COM-BIRDISCON, HE DON'T SHADING HALL AT ADMITTION PROMPHASES OF TIMES PROPAGATION OF HE PITEM WITHIN TO PIE COME. BEULTS, A TOOLING CONTROL ONT TAKAS BE PLACED IN SECTION WAY ACT TO DEFINE A SHALL WHO! CURP PLACED TO THE COME. THE THROUGHEST OF THE SLAN AND TO A WOMEN OF A PROPAGATION TO BE THE CONTROL THROUGH A CHILD LESS FOR THE CONTROL OF THE CONTROL FROM THE ALL OF THE THROUGH OF CONTROL.

EXPANSION JOINTS SHALL BE PLACED AT INTERVALS OF SO FEET AND SHALL HAVE TOOLED EDGES, INSTALL N-INON THICK EXPANSION JOINT BY IT

SIDEWALK EDGES SHALL BE TOOLED AND RADIUSED LIA INCL. ALL FIRS SHALL BE REMOVED. A BROOM FIRST SHALL BE APPLIED PERPENDICULAR TO THE DIRECTION OF FOOT TRAFFIC PRIOR TO TOOLING JOINTS. NO RETAKING IN THE RIGHT OF WAY.

WITH A THANK READAN, A MUCH.

WHERE CLERA BACKERS AND CHEESES IN BOT CONSTITUTION INTO ALL WITH, OR TED TO, THE BACK OR PAREMENT,
CONSTRUCT LAR-BICH WED CONTRACTED, MORE AN IN-POOT INTERNAL STREET STEEL SEPAN TOO IN-FAIL, A CENTRY WIS TOOL, OR A SAW ACCORDING TO TEACH S. FOR ECOMPANION CLERA AND STREET, OCCUPRENT THE SIZE OFF THAN A MARKET AND THE STREET, A CENTRY OF THE FIRST CHEESES AND THE FOR CURB, A CONTRACT THE STREET AND THE STREET STREET, A CENTRY OF THE STREET, A CENTRY OF LEAVE CURB PORMS IN PLACE UNTIL THEIR REMOVAL WILL NOT CRACK, SHATTER, OR OTHERWISE INTURE THE CONCRETE, DO NOT SEAL TRANSPERSE JOINTS IN CAST-IN-PLACE CONCRETE CURB AND COMBINATION CURB AND GUTTER.

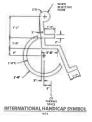
IF CURRS ARE TO LATER SERVE AS A SUPPORT FOR A FINCHING MACHINE IN THE PRACING OF A SURFACE COURSE, AUGH SUPPORTING EDGES SO THAT THE DISTANCE BETWEEN THE CURRS IS WITHIN 572 INCH FROM THAT SPECIFIED.

The production of the producti

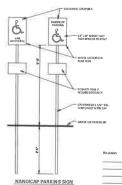
20. PRESIDENT, METHODET, ANDENS EXTER AND THE FOR OF THE CURB TO THIS OUTDINESS TO SHARE CONSISTER AND PRODUCES, ASSOCIATION AND DESIRED FOR THE SHARED THE FOREIGN OF THE SHARED. AND THE FOREIGN OF THE SHARED. THE SHARED THE SHARED THE SHARED THE SHARED THE SHARED THE SHARED. THE SHARED THE SHARE

AMPIGE. PROTECTION OF THE CONTRICT OF THE CONT

THE ABOVE REQUIREMENTS FOR CURRING ARE MINIMALIA REQUIREMENTS ONLY. REPAIR OR REPLACEALL CONCRETE SHOWING INQUIRY OR DAMANGE OUT TO NORCOMPLIANCE TO CURRING REQUIREMENTS AT NO ADDITIONAL COST TO THE DWINER.











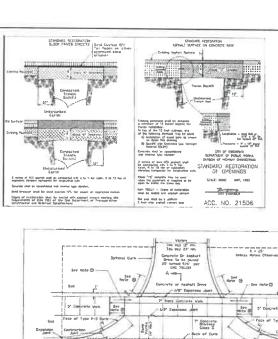


PROPERTIES



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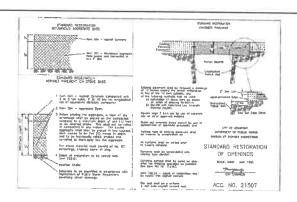
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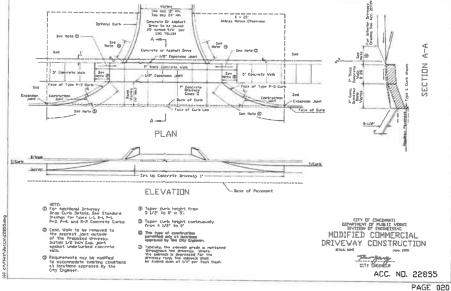


4° PERSORATED PVC W/SOCK 18° ED RS EACH SIDE OF INLET BACKFEE W/ No 57 EINESTONS

Φ

2'x2' INLET

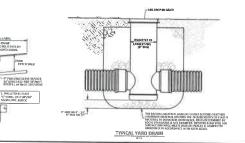




Φ

CLASS TO CONCERT

3'x3' INLET





#### **GRAPHITE OAKLEY**

SECTION 28, TOWN 4, RANGE 2 CITY OF CINCINNATI HAMILTON COUNTY, OHIO **NOTES & DETAILS** 







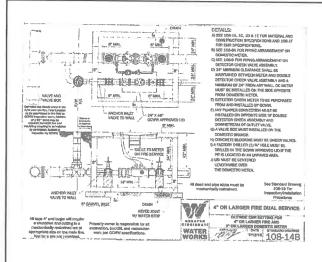
OHIO Utilities Protection SERVICE

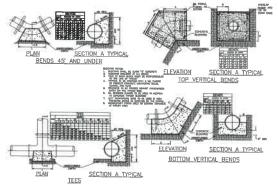
1-800-362-2764

COLUMN TEL FIRE DEPT. CONN. DETAIL

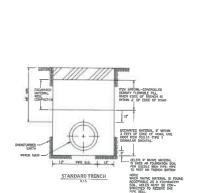
B, FOCKING CONDITING

HYDRANT SECTION DETAIL





CONCRETE BLOCKING FOR PIPE FITTINGS ON WATER MAINS



BRING SPACE OF NOT LESS THAN 36 INCHES IN WIETH, 36 INCHES IN DIPTH AND 78

HORIZONTAL  LENGTH OF PIPE TO BE RESTRAINED IN EACH DIRECTION FROM CENTERLINE OF BENCY, EXCHIN AS NOTED BELOW		VERTICAL		
		LENGTH OF PIPITO BE RESTRAINED IN EACH DERECTION FROM CENTERINE OF BEND, EXCLAS NOTED BELOW		
DESCRIPTION B*		DESCRIPTION	81	
90° BENID	57"	LI LIK* UP REMI	41	
45° BEND	24"	13 L/4" DOWN BEND	*	
11 L/2" 8 (76)	13'	22 L/T * I PRI III D	121	
LIEW BEND	7	12 LG " DOWN BEND	16'	
B. Y B. AEE	37' BRANCH	AS" UP BEND	24"	
		45° DOW'N NEND	34"	
		DEAD END	61'	

#### PIPE RESTRAINTS SCHEDULE FOR JOINTS

BENDS ON FIRE LINES SHALL HAVE BLOCKING PURSUANT TO THE DETAILS SHOWN HEREIN.

PRIVATE WATERLINE PIPE MATERIAL SHALL BE PVC C900 DR 14

PRIVATE WATERLINE AND APPURTENANCES DESIGNED IN ACCORDANCE WITH 2016 NFPA 13 AND 24

#### BRANCH APPLICATION PLAN VERITY DISCLAIMER

THIS PLAN PLAT/SHEET HAS BEEN PREPARED BY THE APPLICANT FOR WATER SERVICE.

ALL EXISTING UILLITY AND RECORD INFORMATION DEPICTED ON THE DRAWING; INCLUDING BUILDING PROOF BRIT PHYRICH MUTI SHOW MAY ENGROAC RMAINTS INTO THE PUBLIC REGISTRANCE AND RESULTING THE PUBLIC REGISTRANCE AND RESULTING THE RESULT OF RESULT AND RESULTED AND RESULT OF RE

ANY AND ALL DAMAGES OR NEED FOR ADDITIONAL WORK: RESULTING FROM INACCURACY ON THE PART OF THE APPLICANT IS THE APPLICANT'S SOLE FINANCIAL BESPONSIBILITY.



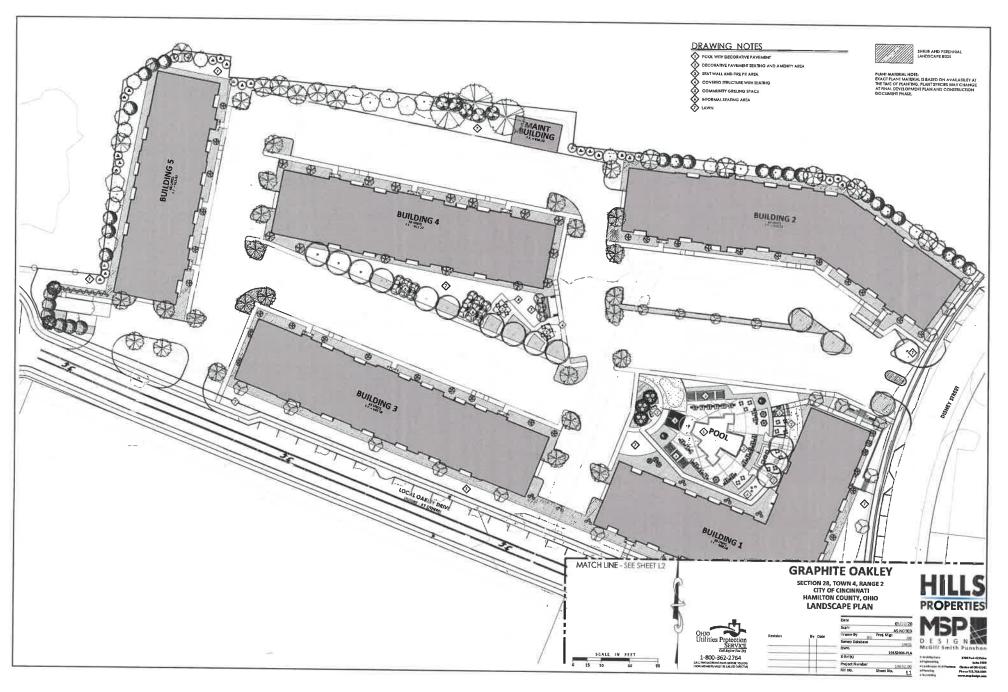
#### **GRAPHITE OAKLEY**

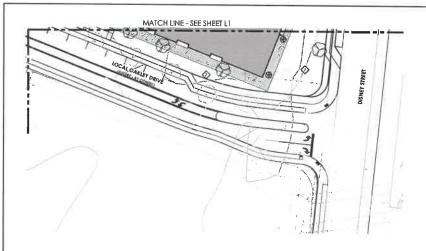
SECTION 28, TOWN 4, RANGE 2 CITY OF CINCINNATI HAMILTON COUNTY, OHIO PRIVATE WATERLINE DETAILS

	Date	01/22/20
	Scale	01 NOTES
by Date	Drawn By BC	Proj. Mgr.
	Survey Database	79617
	DWG	19652004-IMP-00
	X-R=(s)	1965ZUJE-IMP-QC
	Project Number	11632.00

	Date	05/22/20
	Scale	120, 2000
rte	Drewn Nr.	Proj. Mgr.
	Survey Database	77657
	DWG	
	X-R=(s)	19652004-IMP-00
	Project Number	1002270
	Frie No.	Sheet No. 14 / 14







DRAWING NOTES

POOL WITH DECORATIVE PAVEMENT

DECORATIVE PAVEMENT SEATING AND AMENITY AREA

3 SEAT WALL AND FIRE PIT AREA
COVERED STRUCTURE WITH SEATING

COMMUNITY GRILLING SPACE
INFORMAL SEATING AREA
LAWN

FLANT MATERIAL NOTE: EXACT PLANT MATERIAL IS BASED ON AVAILABILITY AT THE TIME OF PLANTING, PLANT SPECES MAY CHANGE AT FINAL OPENOPMENT PLAN AND CONSTRUCTION DOCUMENT PHASE.

#### PLANT SCHEDULE

I B II II O GITI	JOULE		
EVERGREEN TREES	BOTANICALNAME	COMMON NAME	SIZE
	Cryptomeria japonica "Yoshino"	Yöshino Japanese Cryptomeda	6'-7' 8&B
)	Picea ables	Norway Spruce	6'-7' B&B
	x Cupressocyparis leyland%	Leyland Cypress	6'-7' B&B
ORNAMENTAL TREES	BOTANICALNAME	COMMON NAME	SIZE
<b>D</b>	Amelanchier grandifilora "Autumn Britiance"	'Autumn Brilliance' Serviceberry	6'-7" B&B
1	Malus x 'Radiani'	Radiani Crab Apple	6'-7' B&B
	Syringa reticulata 'Ivory SIk'	hory SIIk Japanese Tree Lilac	Z" - 2 1/2" CAL B&B
SHADE TREES	<u>EQTANICAL NAME</u>	COMMON NAME	SIRE
	Acer treamant "Autumn Blaze"	Autumn Blaze Maple	2 1/2" - 3" CAL B&B
9	Acer saccharum "Green Mountain" TM	Green Mountain Sugar Maple	2 1/2 - 3" CAL B&B
<b>B</b>	Carpinus betulus 'Franz Fontaine'	Franz Fontaine Hombeam	2 1/2" - 3" CAL B&B
)	Glediista triacanthos var, thermis "Skycole" TM	Skyline Honey Locust	21/2-3 CAL 888
<b>8</b>	Uquidambar styraciliua 'Siender Silhouette'	Columnar Sweet Gum	21/2" - 3" CAL B&B
)	Nysia sylvatica	Sour Gum	2 1/2" - 3" CAL BAB
	Quereus Impricario	Shingle Ook	21/2" - 3" CAL 8&B
<b>3</b>	Quercus macrocarpa "Urban Pinnacia"	Urban Pinnacie Oak	2 1/2" - 3" CAL 888
₩	Quercus x warel 'Nadler' TM	Kindred Spitil Oak	2 1/Z" - 3" CAL B&8
EVERGREEN SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE
<b>(3</b> -	Chamaeoyparts obtusa "Aurea"	Golden Hinoki Cypress	4'-5' BAB
<b>(</b>	Thuja occidentalis 'Green Clarit'	Green Glant Arborvilde	6°-7" B&B
0	Thuja occidentats 'Smaragd'	Emerald Green Arborvitae	6'-7' B&B

# 1-800-362-2764 CALTINO WORKING CHIEF CROCKE COULDS (NOW WERE CON MUST BE CAULED DRESS TO

**GRAPHITE OAKLEY** 

SECTION 28, TOWN 4, RANGE 2 CITY OF CINCINNATI HAMILTON COUNTY, OHIO LANDSCAPE PLAN

		Date
		Scele 05/2))
levision	By Date	Drawn By Proj. Mgr.
	- 11	Survey Database
		DWG 196520064
		X-Ref(s)
		Project Number 19657
		Elle No. Si eet No.



# **EXHIBIT J**



805 CENTRAL AVE, SUITE 500 CINCINNATI OHIO 45202 P 513 352 4847 F 513 352 2579 WWW.CINCINNATI-OH.GOV CAGIS.HAMILTON-CO.ORG

Review Application				
INITIALIZED BY				

Part A - Identification	
Address of Project Location (Please print in blue or black ink only)	oject Name
lass as a second	raphite Oakley
Applicant - Name (Print - Required) Address City / State / Zip Code	
McBride Dale Clarion 5721 Dragon Way, Suite 300 Cincinnati, OH 45227	513-561-6232 / 513-561-1615
Contact Person - Name (Print - Required) Phone No	E-mail Address
Anne F. McBride, FAICP 513-561-6232	amcbride@mcbridedale.com
Design Company - Name (Print)  Address  City / State / Zip Code  McGill Smith Punshon  3700 Park 42 Drive, #190 B  Cincinnati, OH 4524	
McGill Smith Punshon 3700 Park 42 Drive, #190 B Cincinnati, OH 4524  Design Professional - Name (Print - Required) Phone No	11 513-759-0004 E-mail Address
	@mcgillsmithpunshon.com
.Developer - Name (Print) Address City / State / Zip Code	
Hills Properties 9901 Hunt Road, #300 Cincinnati, OH 4524	
Part B - Review Type (Please Check One)	
	[7]
Preliminary Design Review Development Design Review	✓ Technical Design Review
Part C - Description of Work (Please Check All That Apply)	-
Project Components Private Road New/Modification Hillside D	Pevelopment
Public Road New/Modification	- Complitude
Floodplain Development City Fund	ded Project/Aquisition of City Land
Utility Creation/Extension/ Replace (Public or Private) Subdivision/Vertical Lot CRD Dev	alammant.
CBD Devi	elopment
✓ Planned Development/Zone Change Historic Project Other_	
Project Type: Single Family / Multi-Family	Office
Commercial/Mixed Use Industrial	Other
Work Type: ✓ New Addition	Other
	Other
Mixed , Alteration	
Project Description:	
Development of 316 units of multi-family housing with garage and surface parking located	in five buildings, each with
four living levels over garages.	•
Nauk Pa - Asabba automati anno	
Part D - Authorizations	5
Submit your documents to the Business Development Service Manager by email at DEV.Se In-person (For Technical Design Review Only)	rvices@cincinnati-oh.gov or
I / saumam annihi netinii Amili	
0 1. 20	
Applicant's Signature	Date 5/22/2020
FOR OFFICE USE ONLY	
Reviewed By:	
Business Development Services Manager Date	

REVISED 06/18 DLNM



June 19, 2020

Mrs. Anne F. McBride McBride Dale Clarion 5721 Dragon Way, Suite 300 Cincinnati, OH 45227

Re: Graphite Oakley (T) - (CPRE200048) Final Recommendations

Dear Mrs. McBride

This letter is to inform you that our CSR Advisory-TEAM and CSPRO Committee has reviewed your proposed revisions for your project at <u>2980 Disney Street</u> in the Community of Oakley. The information provided is the recommendations of the City of Cincinnati and must be followed as you move forward with your project. As a reminder, we will have a follow-up **conference call meeting** with you on <u>June 23, 2020 @ 10 am</u> to discuss our revised information from your resubmittal for this project. Please see the feedback listed below. Thank you for developing within the City of Cincinnati.

#### **City Planning Department**

#### Immediate Requirements to move the project forward:

Applicant has submitted this project as a PD to be reviewed at all levels concurrently. The
zone change Concept Plan, Development Program Statement, and Final Development
Plan will need to be reviewed by the City Planning Commission and City Council (only for
the zone change and Concept Plan).

#### Requirements to obtain permits:

None

#### Recommendations:

- 1. Applicant is encouraged to continue engagement with the Oakley Community Council **Contact:** 
  - Jared Ellis | City Planning |513-352-4843 | jared.ellis@cincinnati-oh.gov

#### **Buildings & Inspections - Zoning**

#### Immediate Requirements to move the project forward:

- CG-A District does not allow residential uses A Zone Change or Use Variance will be required. The applicant has noted their intent to apply for a Planned Development (PD). The Zoning review below is based on the existing CG-A Zoning.
- 2. Multiple buildings are not permitted on single parcel Variances, lot splits, or a Zone Change to a PD will be required.
- 3. Accessory structures must be located in rear yard Proposed Maintenance Building in the side yard will require variance under the existing CG-A Zoning.
- 4. Individual ground or wall signs shall follow §1427-37 under current CG-A Zoning. Signage is only permitted on elevations with street frontage (East elevation fronting Disney and South elevation fronting Local Oakley)



#### Requirements to obtain permits:

- 1. 3' Perimeter Landscaping is required around all parking areas
- 2. 1 tree planting is required for every 10 parking spaces

#### Recommendations:

- Strong Buffer Yards on the north and west property lines should be provided to buffer the adjacent CG-A district and highway. The existing Milacron site to the north will remain industrial in nature adjacent to this project.
- The existing Milacron site to the north is considering subdividing their parcel for redevelopment, with the main industrial facility remaining in the center and new parcels created to the north and west connecting with the cul-de-sac at the west end of Local Oakley Drive.

#### Contact:

Douglas Owen | B&I Zoning | 513-352-2441 | douglas.owen@cincinnati-oh.gov

#### Metropolitan Sewer District (MSD)

#### Immediate Requirements to move the project forward:

None

#### Requirements to obtain permits:

- 1. A PTI from the OEPA will be required for sewer extension. Please contact Steve Parker at 513-244-1351 or steven.parker@cincinnati-oh.gov for assistance.
- Your project may change flow to a sewer overflow. Please complete the Request for Availability of Sewer Service Form online. The link to the online form can be found at http://www.msdgc.org/customer\_care/development\_services/index.html

#### Recommendations:

None

#### Contact:

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

#### Stormwater Management Utility (SMU)

#### Immediate Requirements to move the project forward:

None

#### Requirements to obtain permits:

- 1. Detention requirements:
- 2. Submit Stormwater report. Show calculations, drainage maps and detention shop drawing. Site is located in separated sewers area therefore design calculations must follow SMU rules. See link https://www.cincinnati-oh.gov/stormwater/assets/File/smu\_rules\_and\_regs(1).pdf.
- 3. Storm system outlet: clarify that pipe 102-101 is proposed, does not physically exist.
- 4. Submit an approved NOI from the OHIO EPA.
- 5. Pipes materials requirements:
  - Label all storm pipes materials.



- All pipes in the public R/W must be RCP or DIP. Label all proposed storm pipes.
   See SMU policies for accepted pipe materials.
- All storm pipes crossing property lines must be accompanied with recorded drainage easements (lots1, 2 and 6).
- Include SMU's Standard Plan Notes (https://cincinnati-oh.gov/stormwater/constructionand-design/standards/standard-plan-notes-updated-july-2017/).

#### Recommendation:

None

#### Contact:

• Saidou Wane | SMU | 513-591-7746 | Saidou.wane@cincinnati-oh.gov

#### **Water Works**

#### Immediate Requirements to move the project forward:

- Greater Cincinnati Water Works will not permit a public water main within the development per Greater Cincinnati Water Works Project Number CIN-323. For more information, please contact Shawn Wagner, Water Works, 513-591-7877, Shawn.Wagner@gcww.cincinnati-oh.gov
- 2. New water service branch(es) connections can be connected to the new public water main in Local Oakley Drive (CIN-315) or the existing 12-inch public water main in Disney Street.

#### Requirements to obtain permits:

- Greater Cincinnati Water Works will not approve water service branch(es) connection on Local Oakley Drive until the new public water main is in Local Oakley Drive (CIN-315) is installed.
- Any existing water service branch not to be used for this development, must be properly
  disconnected at the owner's / developer's expense. Owner would be required to fill out the
  online FOD form at https://www.cincinnati-oh.gov/water/engineering-construction/formsspecifications/fod/ authorizing removal of the existing water service branch before any new
  water service can be sold.

#### Recommendations:

- 1. Recommendations:
- 2. 1. Owner(s)/Developer(s) will need to hire a Greater Cincinnati Water Works certified licensed and bonded fire protection company and plumber to perform new private water service branch design work and installation.
- Owner(s)/Developer(s) must have a licensed fire protection company and plumber that
  is bonded and certified with Greater Cincinnati Water Works and fill out the Online Branch
  application https://www.cincinnati-oh.gov/water/engineering-construction/formsspecifications/ for water service. Please contact the Greater Cincinnati Water Works
  Branch Service Section for any questions on the Online Forms at 513-591-7837.

#### Contact:

- Shawn Wagner | WaterWorks | 513-591-7877 | shawn.wagner@gcww.cincinnati-oh.gov
- Bill Morris | WaterWorks | 513-591-7858 | bill.morrisr@gcww.cincinnati-oh.gov



#### Fire Department

#### Immediate Requirements to move forward with project:

- 1. Confirm that the closest two hydrants have fire flows of at least 1000 GPM at 20 PSI Requirements to obtain Permits:
  - 1. For such structures confirm that there are at least two fire hydrants that are within 400' from all parts of each structure.
  - 2. Closest hydrants are located at 3001 Disney St, 2941 Disney St, 2901 Disney St and 3050 Vandercar Way.
  - 3. Hydrants and FDC placement are not to block fire apparatus access to the structures.
  - 4. Confirm that the Fire Department Connection is within 50'of a fire hydrant, two Fire Department Connections will be required for High-rise structures.
  - 5. Access Streets, Roadways or Driveways. (b) The surface shall be of sufficient strength and type to adequately support any fire division apparatus under any weather conditions. The weight of our apparatus as well as the turning radius for each is as follow:

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

- 6. Bidirectional antenna for fire department communication maybe required for the structures.
- 7. Post indicator valves cannot be more than 40 feet from the building it services.

#### Recommendations:

1. Due to the size of the structures a second Fire Department Connection is recommended for each building.

#### Contact:

• Fred Prather | Fire Dept. | 513-357-7595 | fred.prather@cincinnati-oh.gov



#### Office of Environment and Sustainability (OES)

#### Immediate Requirements to move forward with project:

None

#### Requirements to obtain permits:

- 1. If this project will include City qualified incentives, then it must receive environmental approval.
- 2. If this project will need to include a new City public right-of-way and/or permanent utility easement (i.e., water and/or sewer), then these must receive environmental approvals as per Administrative Regulation 30.
- 3. If offsite sourced fill is to be placed onsite, then it must receive environmental approval when it exceeds 500 cubic yards in a residentially zoned district or 1,000 cubic yards in any other zoned district (City Municipal Code Chapter 1031).
- 4. If this project will receive City qualified incentives, then the parking garage must include electric vehicle charging stations (City Ordinance 89-2017). If not, then electric vehicle charging stations are otherwise recommended.
- 5. Bike rack areas must be included in the parking garage design (Municipal Code Section 413-16).

#### Recommendations:

- This site is included in the larger Oakley Mills development project and is part of the former Cast Fab Technologies property Ohio EAP Voluntary Action Program (VAP) site, which is in the process of obtaining an No further Action (NFA)/Covenant Not-to-Sue (CNS) status. The site must follow the engineering controls, operations and maintenance plan Agreement, and activity and use limitations in the environmental covenant.
- 2. The proposed new residential site buildings in this development appear to be within 500 feet of Interstate 71. All new residential site buildings within 500 feet of the interstate should include a pre-development assessment of the air quality and include design elements that assure healthy indoor air quality is maintained.
- 3. The development goal should be to earn at a minimum the LEED Certified rating level.
- 4. Solar should be considered in the design as a renewable energy source.
- 5. Site areas designated for trash dumpsters or carts should also have at least equal space designated for recycling dumpsters or carts in the design.
- 6. The use of trees in the landscape design should be included to enhance urban forestry.
- 7. The use of pervious surfaces should be maximized to the extent practical in the design.

#### Contact:

Matt Mullin | OES | 513-352-5344 | matt.mullin@cincinnati-oh.gov

#### **Police Department**

#### Immediate Requirements to move the project forward:

None currently.

#### Requirements to obtain permits:

No Comments.

#### Recommendations:

• None

#### Contact:

• Katalin Howard | Police Dept. | 513-352-3298 | katalin.howard@cincinnati-oh.gov



- Brandon Kyle | Police Dept. | 513-564-1870 | brandon.kyle@cincinnati-oh.gov
- Shannon Heine | Police Dept. | 513-352-2556 | shannon.heine@cincinnati-oh.gov

#### **Health Department**

#### Immediate Requirements to move the project forward:

None

#### Requirements to obtain permits:

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

#### Recommendations:

None

#### Contact:

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

#### <u>Department of Transportation & Engineering (DOTE)</u>

#### Immediate Requirements to move the project forward:

None.

#### Requirements to obtain permits:

- 1. The drive to Disney should be a modified commercial drive. The ones on the new road can be either standard or modified commercial.
- 2. As noted on the drawing, additional R/W along Disney is required for the parking lane.
- 3. The new road states "By Others". Who is doing the roadway work along Disney?
  - DOTE is okay with the allowing parking on both the new road and Disney.
     However, the details as shown, are not approved. The random bump-outs seem odd.
- 4. More detailed plans of the work in the R/W should be submitted to DOTE for review.
- 5. Provide minimum of 5' tree lawn, 5' concrete walk.
- 6. A DOTE permit is needed for all work in the right of way.
- 7. Please contact DTEaddress@cincinnati-oh.gov for addressing.

#### Recommendations:

1. None.

#### Contact:

Morgan Kolks | DOTE | 513-352-5285 | morgan.kolks@cincinnati-oh.gov

#### **Buildings & Inspections – Buildings**

#### Immediate Requirements to move the project forward:

None

#### Requirements to obtain permits:

- 1. Separate permit applications are required for each building.
- The pool will require the state permit issuance before application is made for a building permit.

#### Recommendations:

None.

#### Contact:

• Robert Martin | B&I Plans Exam | 513-352-2456 | robert.martin@cincinnati-oh.gov



### Department of Community & Economic Development (DCED)

Immediate Requirements to move the project forward:

None

#### Requirements to obtain permits:

None

#### Recommendations:

 DCED recommends that the Multi-family Developer and Master Developer work with DCED to discuss the layering of the requested tax incentives. The Master Developer intends to utilize a project TIF for the public infrastructure improvements. An abatement on the multi-family portion will impact the value of the Master Developer's incentive. Developers should keep in mind that all City agreements must be executed prior to the commencement of construction.

#### Contact:

Brian Ogawa | DCED | 513-352-6139 | brian.ogawa@cincinnati-oh.gov

#### Law Department

Immediate Requirements to move the project forward:

No comments at this time.

#### Requirements to obtain permits:

None

#### Recommendations:

1. Dedication of additional right-of-way will require City Planning Commission approval.

#### Contact:

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

FINAL ACTION: The CSR Advisory-TEAM and CSPRO Committee believes that the proposed project plans are moving in the appropriate direction and recommends that the project move forward to City Planning Commission subject to the following condition.

- The subject development must follow the requirements listed above to ensure that the development meets the requirements of all agencies as they apply for all permits.
- Information submitted to the City Planning Department for the zone change request must also match the information that the CSR TEAM has reviewed as part of this process.

Sincerely,

Art Dahlberg,

Director of Buildings and Inspections Department

l 1ben

& CSPRO Committee Chair

AD:RDR:hs

Rodney D. Ringer,

**Development Manager** 

#### **EXHIBIT K**



oakleynow.com

April 6, 2020

Ms. Katherine Keough-Juris, AICP
Planning Director
Department of City Planning
City of Cincinnati
Two Centennial Plaza
805 Central Avenue, Suite 700
Cincinnati, Ohio 45202
katherine.keough-jurs@cincinnati-oh.gov

RE: Hills Properties' Requested Zone Change from CG-A to PD at 2980 Disney Avenue

Dear Ms. Keough-Juris:

At the March 3, 2020 meeting of the Oakley Community Council, representatives of Hills Properties were present to provide an update to the Trustees and members regarding Hills' plans for development of 316 multifamily units at 2980 Disney Avenue in Oakley. The Trustees were advised that a Zone map amendment from CG-A to PD was required for the development. Mr. Michael Copfer made a request of the Board of Trustees for a Letter of Support for such zone map change.

The following motion was made at the March 3, 2020 OCC meeting: "[m]otion to provide a letter of support for the zone map amendment requested by Hills to rezone 8.1 acres at 2980 Disney Avenue from "CG-A" To "PD" for the development of 316 multifamily units as presented at the February 4, 2020 OCC meeting and updated at the March 3, 2020 OCC meeting." As per the enclosed copy meeting minutes, the motion passed unanimously, with one abstention.

Thank you for your cooperation and assistance. If you need any further information or have any questions, I can be reached at <a href="mailto:seth.shaifer@oakleynow.com">seth.shaifer@oakleynow.com</a>

Sincerely,

Seth Shaifer

Seth Shaifer Zoning Committee Chair OCC Trustee

Attachment

CC: OCC File

Hills Properties



August 4, 2020

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

From: Paula Boggs Muething, Interim City Manager

**Subject:** Emergency Ordinance – PD-69 Major Amendment to the Concept Plan

Transmitted is an Ordinance captioned:

**APPROVING** a major amendment to the concept plan and development program statement governing Planned Development No. 69 to include certain adjacent properties, thereby approving the rezoning of those properties from the CN-P, "Commercial Neighborhood-Pedestrian," zoning district to Planned Development District No. 69, in order to facilitate the construction of a new multi-family building and a new mixed-used building.

The City Planning Commission recommended approval of the amendment at its July 17, 2020 meeting.

#### **Summary:**

The petitioner, McBride Dale Clarion, on behalf of the owners, Uptown Rental Properties, is requesting a zone change from Commercial Neighborhood-Pedestrian (CN-P) to Planned Development #69 (PD-69) for properties located west of the current VP3 site at 2600, 2622, and 2624-2632 Short Vine Street and a Major Amendment to the Concept Plan for PD-69 to incorporated two proposed buildings on those subject properties. The existing PD is a multi-family development with a parking garage and parking lot. These properties are located within the Corryville Neighborhood Business District and Urban Design Overlay District #6.

The City Planning Commission recommended the following on July 17, 2020 to City Council:

- 1. **APPROVE** the proposed change in zoning at 2600, 2622, and 2624-2632 Short Vine Street from CN-P (Commercial Neighborhood-Pedestrian) to PD-69 (Planned Development #69);
- 2. **APPROVE** the Major Amendment to the Concept Plan and Development Program Statement for Planned Development #69, VP3, as specified on pages 2-3 of the staff report; and
- 3. **ADOPT** the Department of City Planning Findings as detailed on page 5 of the staff report.

cc: Katherine Keough-Jurs, AICP, Director, Department of City Planning

#### **EMERGENCY**

**DBS** 

- 2020

**APPROVING** a major amendment to the concept plan and development program statement governing Planned Development No. 69 to include certain adjacent properties, thereby approving the rezoning of those properties from the CN-P, "Commercial Neighborhood-Pedestrian," zoning district to Planned Development District No. 69, in order to facilitate the construction of a new multi-family building and a new mixed-used building.

WHEREAS, Uptown Rental Properties (or an affiliate thereof) ("Uptown") owns or controls certain real property in the Corryville neighborhood within the block generally bound by E. Corry Street, Short Vine Street, E. Charlton Street, and Euclid Avenue, which property is zoned Planned Development District No. 69 ("PD-69") pursuant to Ordinance No. 262-2013; and

WHEREAS, the current concept plan and development program statement for PD-69 provides for the construction of a 149-unit multi-family development, a parking garage, and a surface parking lot; and

WHEREAS, Uptown owns or controls certain real property adjacent to PD-69 and located within the same block as PD-69 ("PD-69 Expansion Properties"), which property is currently located in the CN-P, "Commercial Neighborhood-Pedestrian," zoning district; and

WHEREAS, Uptown has petitioned the City to approve a major amendment to the PD-69 concept plan and development program statement to enlarge PD-69 to include the PD-69 Expansion Properties, and to provide for the construction of a new multi-family building and a new mixed-used building on those properties; and

WHEREAS, the enlargement of PD-69 will enhance the planned development by replacing existing underutilized buildings with complimentary residential and mixed-use development; and

WHEREAS, at a special meeting on July 17, 2020, the City Planning Commission recommended approval of the enlargement of PD-69 and the related major amendment to the PD-69 concept plan and development program statement; and

WHEREAS, a committee of Council held a public hearing on the enlargement of PD-69 and the related major amendment to the PD-69 concept plan and development program statement following due and proper notice pursuant to Cincinnati Municipal Code Section 111-1, and the committee approved the enlargement and major amendment, finding it in the interest of the general public's health, safety, morals, and general welfare; and

WHEREAS, the enlargement of PD-69 and the proposed amendment to the PD-69 concept plan and development program statement are consistent with *Plan Cincinnati* (2012), including its "Compete" goals to "[t]arget investment to geographic areas where there is already economic

activity," (p. 115) and to "[p]rovide a full spectrum of housing options and improve housing quality and affordability" (p. 164); and

WHEREAS, the enlargement of PD-69 and the proposed amendment to the PD-69 concept plan and development program statement are consistent with Goal 1 of the Housing and Neighborhood Conditions Initiative within the *University Impact Area Solutions Study* (2016) to "[d]evelop and maintain quality housing" (p. 54) and the Vision Plan statement of the *University Village Urban Renewal Plan* (2005) to "[c]ontinue to promote private reinvestment into the neighborhood housing stock as a means to increase the economic diversity with the primary trade area population" (p. 61); and

WHEREAS, Council considers the enlargement of PD-69 and the related major amendment to the PD-69 concept plan and development program statement to be in the best interest of the City and the public's health, safety, morals, and general welfare; now, therefore,

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

Section 1. That the shape and area of the City of Cincinnati's official zoning map in the location of the real property commonly known as 2600, 2604, 2622, and 2624-2632 Short Vine Street and 4 Corry Street in the block generally bounded by E. Corry Street to the south, Short Vine Street to the west, E. Charlton Street to the north, and Euclid Avenue to the east (collectively, "PD-69 Expansion Property"), depicted on the map attached hereto as Exhibit "A" and incorporated by reference, and being more particularly described on the legal description contained in Exhibit "B" attached hereto and incorporated by reference, is hereby amended from the CN-P, "Commercial Neighborhood-Pedestrian," zoning district to Planned Development District No. 69 ("PD-69").

Section 2. That the concept plan for PD-69 is hereby amended to incorporate the PD-69 Expansion Property, as depicted on the plans attached hereto as Exhibit "C" and incorporated herein by reference.

Section 3. That the development program statement for PD-69 is hereby amended by appending to it the "2600 and 2630 Program Statement," attached hereto as Exhibit "D" and incorporated herein by reference.

Section 4. That to the extent the concept plan and development program statement for PD-

69 are not amended herein, they shall remain in full force and effect.

Section 5. That the use and development of the real property designated PD-69, including

the PD-69 Expansion Property, shall be governed by the concept plan and development program

statement for PD-69, as amended herein, for so long as PD-69 remains effective.

Section 6. That should the approval of PD-69 lapse pursuant to Cincinnati Municipal Code

Chapter 1429, "Planned Development Districts," the PD-69 Expansion Property shall revert to the

CN-P, "Commercial Neighborhood-Pedestrian," zoning district in effect immediately prior to the

effective date of this ordinance.

Section 7. That this ordinance shall be an emergency measure necessary for the

preservation of the public peace, health, safety, and general welfare and shall, subject to the terms

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is

the immediate need to provide for the continued development of residential and mixed-use

buildings to meet student demand from the University of Cincinnati and account for the delays in

construction, permitting, and predevelopment activities that have been impacted by the ongoing

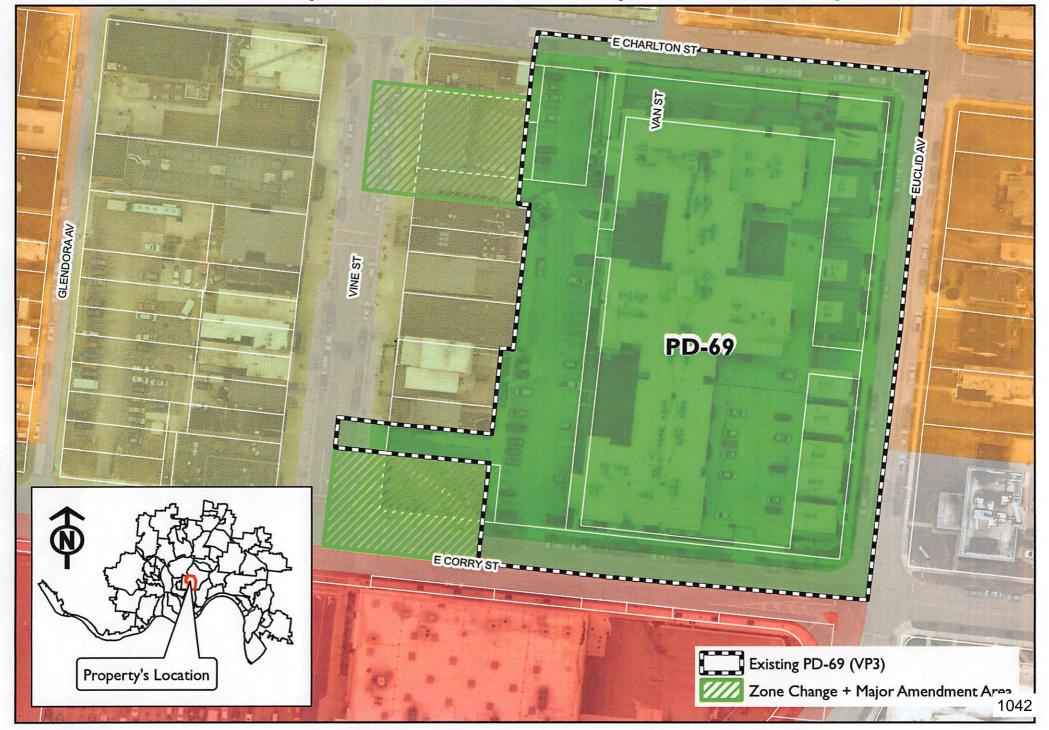
COVID-19 pandemic.

Clerk

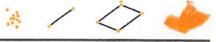
Passed:	
	 John Cranley, Mayor
Attest:	

# EXHIBIT A

# Proposed Zone Change from CN-P to PD-69 and Major Amendment to the Concept Plan for Planned Development #69 in Corryville



# EXHIBIT B



GPS Surveying . 3D Laser Scanning

#### 0.3678 Acres - Area to be Reclassified

Situated in City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**BEGINNING** at the intersection of the centerline of Corry Street and the centerline of Short Vine Street.

Thence with the centerline of Short Vine Street, North 06°14'25" East, 110.50 feet;

Thence South 83°55'38" East, 145.00 feet;

Thence South 06°14'25" West, 110.50 feet;

Thence North 83°55'38" West, 145.00 feet to the POINT OF BEGINNING.

**CONTAINING 0.3678 Acres** to be reclassified, of which 0.1956 acres is located within the public right-of-way of Short Vine Street and Corry Street.

Being all of Hamilton County Auditor's parcel 092-0002-0157 as conveyed to Short Vine Properties, LLC in Official Record 14160, Page 1408. Being all of Hamilton County Auditor's parcel 092-0002-0185-90 as conveyed to the City of Cincinnati in Deed Book 3450, Page 511. Being part of Hamilton County Auditor's parcel 092-0002-0177-90 as conveyed to the City of Cincinnati in Deed Book 3326, Page 163 of the Hamilton County Recorder's Office.

Bearings are based on State Plane Coordinate System Ohio South Zone NAD83.

Prepared by G.J. BERDING SURVEYING, INC. on May 27, 2020. Based on a Zone Change Plat prepared by G.J. BERDING SURVEYING, INC. on May 27, 2020.

Secard J. Berding, P.S. - 6880

6-1-2020 Date

G.J. Berding Surveying, Inc.

741 Main Street • Milford, OH 45150 • 513 831 5505 tel • 513 831 6761 fax • www.berdingsurveying.com



GPS Surveying . 3D Laser Scanning

#### 0.2859 Acres - Area to be Reclassified

Situated in City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**COMMENCING** at the intersection of the centerline of Corry Street and the centerline of Short Vine Street; Thence with the centerline of Short Vine Street, North 06°14'25" East, 310.50 feet to the **POINT OF BEGINNING**.

Thence North 06°14'25" East, 92.33 feet;

Thence South 83°51'26" East, 135.00 feet;

Thence South 06°14'25" West, 92.16 feet;

Thence North 83°55'38" West, 135.00 feet to the POINT OF BEGINNING.

CONTAINING 0.2859 Acres to be reclassified.

Being all of Hamilton County Auditor's parcels 092-0002-0001 & 092-0002-0003 as conveyed to Short Vine Properties, LLC in Official Record 13701, Page 1910 & Official Record 13701, Page 1906 of the Hamilton County Recorder's Office.

Bearings are based on State Plane Coordinate System Ohio South Zone NAD83.

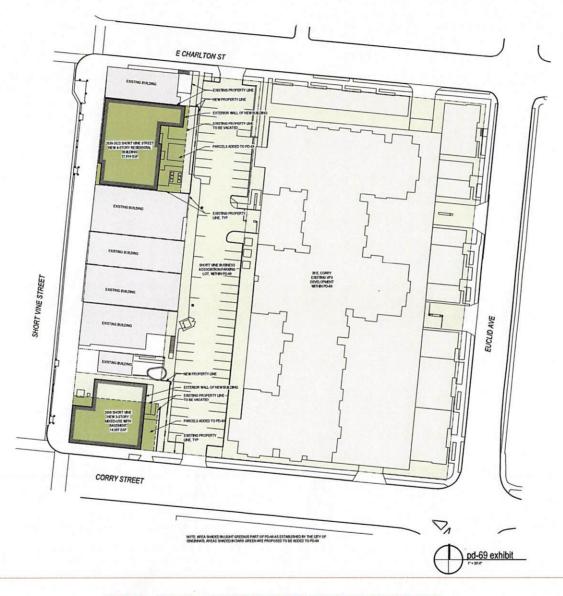
Prepared by G.J. BERDING SURVEYING, INC. on May 27, 2020. Based on a Zone Change Plat prepared by G.J. BERDING SURVEYING, INC. on May 27, 2020.

Gerard J. Berding P.S. - 6880

5-27-2020 Date G.J. Berding Surveying, Inc.

741 Main Street • Milford, OH 45150 • 513 831 5505 tel • 513 831 6761 fax • www.berdingsurveying.com

# EXHIBIT C







2600, 2630-2622 SHORT VINE STREET

PD-69 EXHIBIT

2019.428 05/22/20 20.0

# EXHIBIT D

## 2600 and 2630 Short Vine Program Statement

Uptown Rental Properties, through Gas Light Ventures LLC and Short Vine Properties LLC, own approximately 0.6537 acres (Gross) of property contained in Auditors Parcels 092-0002-0157, 0003 and 0001. The parcels are all zoned "CN-P" Commercial Neighborhood — Pedestrian Oriented District and are located within Urban Design Overlay District #6. A zone map amendment is being requested to allow these parcels to become part of "PD-69" Planned Development District, which is immediately adjacent to the east. Final Development Plan approval is also being requested for the two development areas.

The northeast corner of Corry Street and Short Vine (2600 Short Vine – Parcel 0157) is currently vacant land and would be consolidated with two City owned parcels (Parcels 092-0002-0185 and 0007) which are already a part of "PD-69".



2600 Short Vine Street - Front View



2600 Short Vine Street - Corry Street View

This 0.3678 acres (Gross) would be developed with eight residential units (5 five bedroom units and 3 two bedroom units). Also included on the first floor would be 2,241 square feet of restaurant/retail space. The building would be three stories on the Short Vine Street elevation and have a partial lower walkout level on the east elevation. The building is located on the Corry Street sidewalk with a clipped corner entrance to the restaurant/retail space at the intersection. The building is located adjacent to the Short Vine sidewalk on the southern portion of the building, however, due to the location of a large transformer, the northern portion of the building is set back off the sidewalk but features a landscaped garden space to accommodate the transformers. The inclusion of the 0.37 acres (Gross) into "PD-69" will allow the corner to establish a presence as the south end of the Short Vine Business District and will complement the VP-3 development to the east, the recent Kroger/Walgreens to the south, and the established Short Vine business district to the west and north.

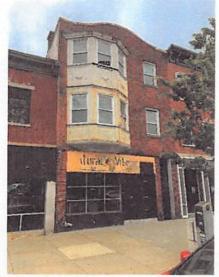
Further north on Short Vine Street is the 0.2859 acres (Gross) of property located at 2622 – 2632 Short Vine Street (Parcels 092-0002-0001 and 0003). These properties are also zoned "CN-P" Commercial Neighborhood – Pedestrian District and are located within Urban Design Overlay District #6. The properties have been offered for sale over the last several years without any significant interest and are in poor condition.



2624-2632 Short Vine Street - Front Elevation



2624-2632 Short Vine Street - Rear Elevation



2622 Short Vine Street - Front Elevation



2622 Short Vine Street - Rear Elevation

The properties are currently beyond repair, and a request is being made to allow for their demolition. The 0.2859 acres (Gross) would be redeveloped as a 19 unit residential development. The 19 units would be a mix of one bedroom (1 unit), two bedroom (9 units), three bedroom (4 units), four bedroom (1 unit), and two level five bedroom (4 units) residences. With a four-story presence on Short Vine and five stories to the west, the building will complement adjacent properties while being built to the Short Vine Street sidewalk with two recess points. Parking for the 27 residential units and the restaurant/retail space will be provided in the public parking lot, directly to the east within "PD-69" or within the VP-3 parking garage, which is also in "PD-69". The surface parking lot to the immediate east of the development is owned by the City and contains approximately 59 parking spaces and has access from both Corry and Charlton Streets. The VP-3 garage, in addition to providing 233 spaces for residents, also features 203 public parking spaces that can be accessed from Euclid or the adjacent City parking lot.

Relative to the new buildings being located in Urban Design District #6, the new buildings are compatible with their surroundings in terms of architectural style, massing, scale, and form. Both buildings respond to the pattern of window placement in the district and have an articulated rhythm of windows as they relate to the structural bay creating an appropriate articulation. As they are windows into apartment units, the ground floor windows in 2630 are not open storefront windows as the UD regulations encourage, however, the entries are recessed and covered.

The proposed inclusion of the two redevelopments into "PD-69" represents a \$7,000,000.00 investment in the Short Vine Business District. Provided approvals are obtained in a timely manner, Uptown would begin construction this fall making new residential units and key retail space available for occupancy in August 2021. The development of the mixed use building at 2600 Short Vine and the residential building at 2630 Short Vine are consistent with many of the goals of adopted plans, including:

#### "Plan Cincinnati"

- Build on the recommendation of the Plan Cincinnati Policy to help maintain Short Vine as a "Neighborhood of Choice".
- Implement the Policy of Plan Cincinnati to strengthen community organizations in recognizing the Corryville Community Council and the Short Vine Association support of the proposed development.
- Continue to focus revitalization on "Centers of Activity" which includes Corryville.
- Maintaining a walkable neighborhood center with structures addressing the street in a consistent pattern with parking consolidated to the rear.
- Integrate more housing into our neighborhood business districts and increase pedestrian activity.
- "Support and stabilize neighborhoods". "Reduce the supply of functionally obsolete 2 4 unit apartment buildings through conversion or demolition".
- "Increase the stock of quality moderate and upper income housing to help increase population and expand our tax base".
- "Improve the quality and number of moderate to high-income rental and homeowner units".
- "Offer housing options of varied sizes and types for residents at all stages of life".
- "Increase the supply of townhomes and multi-family living options around centers of activity and along transit corridors".

 The proposed redevelopment locations, consistent with the sustainability and healthier environment goals, are easily accessible to walk-to colleges and employment centers and are within a short walk to a new urban Kroger providing fresh, healthy foods.

#### University Village Urban Renewal Plan:

- "Future housing should provide higher density to complement the commercial district and provide a transition to housing to the east".
- "New homes should be comprised of townhomes, condos and apartments".
- "Preserve the rear lots behind the existing buildings for surface and structured parking to support local retailers on Vine Street".
- "Continue to promote private reinvestment into the neighborhood housing stock as a means to increase the economic diversity within the primary trade area population.

The proposed redevelopment of these two portions of Short Vine will fill voids in the existing streetscape, creating new residences, opportunities for new business development and support for existing businesses. Uptown has been working with the Corryville Community Council, and they explicitly support amending "PD-69" to include the new construction. Further, the Community Council believes they are aligned with Uptown Rental Properties in their priority of improving and populating Corryville's largest business district. The Short Vine Association also supports the request to include these properties in "PD-69" and believes that they share with Uptown the priority of improving and populating the Short Vine Business District and supporting its merchants. Consistent with support of the Corryville Community Council and the Short Vine Association, we would ask that these two development areas be consolidated into "PD-69" and Final Development Plan be approved to allow Uptown's redevelopment and revitalization work in the Short Vine area to continue.



August 4, 2020

To:

Nicole Crawford, Office of the Clerk of Council

From:

Katherine Keough-Jurs, AICP, Director, Department of City Planning

LUS

Copies to:

Samantha McLean, City Planner, Department of City Planning

Subject:

Scheduling of Emergency Ordinance - Approving a Major Amendment to the Concept

Plan for PD-69 in Corryville

The above referenced Ordinance is to be scheduled for the August 4, 2020, Economic Growth and Zoning Committee. This item has been requested to be placed on the next available Economic Growth and Zoning Committee meeting following the required two-week notification period.

Included in this submission are the following items:

1) The transmittal letter to the Mayor and City Council;

- 2) A copy of the City Planning Commission staff report dated July 17, 2020;
- 3) Additional Attachments
- 4) The Ordinance amending the official zoning map;
- 5) Mailing labels for the notice of the public hearing at the Economic Growth and Zoning Committee; and
- 6) A copy of the mailing labels for your file.

August 4, 2020



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

Dear Members of Council:

We are transmitting herewith an Emergency Ordinance captioned as follows:

**APPROVING** a major amendment to the concept plan and development program statement governing Planned Development No. 69 to include certain adjacent properties, thereby approving the rezoning of those properties from the CN-P, "Commercial Neighborhood-Pedestrian," zoning district to Planned Development District No. 69, in order to facilitate the construction of a new multi-family building and a new mixed-used building.

#### Summary:

The petitioner, McBride Dale Clarion, on behalf of the owners, Uptown Rental Properties, is requesting a zone change from Commercial Neighborhood-Pedestrian (CN-P) to Planned Development #69 (PD-69) for properties located west of the current VP3 site at 2600, 2622, and 2624-2632 Short Vine Street and a Major Amendment to the Concept Plan for PD-69 to incorporated two proposed buildings on those subject properties. The existing PD is a multi-family development with a parking garage and parking lot. These properties are located within the Corryville Neighborhood Business District and Urban Design Overlay District #6.

The City Planning Commission recommended the following on July 17, 2020 to City Council:

- 1. **APPROVE** the proposed change in zoning at 2600, 2622, and 2624-2632 Short Vine Street from CN-P (Commercial Neighborhood-Pedestrian) to PD-69 (Planned Development #69);
- 2. **APPROVE** the Major Amendment to the Concept Plan and Development Program Statement for Planned Development #69, VP3, as specified on pages 2-3 of the staff report; and
- 3. ADOPT the Department of City Planning Findings as detailed on page 5 of the staff report.

Motion to Approve:

Ms. Sesler

Ayes:

Mr. Eby

Seconded:

Mr. Samad

Mr. Juech Mr. Samad

Ms. Sesler Mr. Stallworth

THE CITY PLANNING COMMISSION

Katherine Keough-Jurs, AICP, Director

Department of City Planning

# Honorable City Planning Commission Cincinnati, Ohio

<u>SUBJECT:</u> A report and recommendation on a proposed zone change and Major Amendment to the Concept Plan and Development Program Statement for Planned Development #69 (PD-69), VP3, in Corryville.

## **GENERAL INFORMATION:**

**Location:** 2600, 2604, 2622, 2624-2632 Short Vine Street and 4 Corry Street

Petitioner: McBride Dale Clarion

Anne F. McBride, FAICP 5725 Dragon Way, Suite 220 Cincinnati, Ohio 45227

Owner: Uptown Rental Properties

(through Gas Light Ventures LLC and Short Vine Ventures LLC)

2718 Short Vine Street Cincinnati, OH 45219

Request: The City Planning Commission will review a proposed zone change and a Major

Amendment to the Concept Plan and Development Program Statement for Planned Development #69 (PD-69), VP3, in Corryville. The proposal adds an additional 0.6537 acres into PD-69 along Short Vine Street. A Final Development Plan was submitted concurrently

for the subject properties.

#### **ATTACHMENTS:**

Provided in addition to this report are:

- Exhibit A Location Map
- Exhibit B Application and Development Program Statement
- Exhibit C Zone Change Plat
- Exhibit D 2600 Short Vine Street Plans
- Exhibit E 2630 Short Vine Street Plans
- Exhibit F Letters of Support from Corryville Community Council and Short Vine Association
- Exhibit G Coordinated Site Review Letter (Preliminary Design 2600 Short Vine Street)
- Exhibit H Coordinated Site Review Letter (Preliminary Design 2630 Short Vine Street)
- Exhibit I Coordinated Site Review Letter (Technical Design)

### **BACKGROUND:**

In 2013, the City Planning Commission recommended approval of a change in zoning on the block bounded by Charlton Street, Euclid Avenue, Corry Street and the Van Street parking lot to create Planned Development District #69 (PD-69), known as VP3. The zone change ordinance was approved by City Council on August 7, 2013. In September and December 2013, the City Planning Commission approved the Final Development Plans for Phase I and Phase II of the VP3 development.

The VP3 development currently consists of three components:

- 1. A residential development of 149 units, including townhomes fronting along Euclid Avenue and Charlton Street with 31 units and a three- to four-story multi-family building internal to the site with 118 units.
- 2. A parking garage incorporated into the multi-family building with a total of 436 spaces, 233 spaces for residents and 203 spaces for the public.
- 3. A City-owned parking lot with 59 spaces accessed by Corry and Charlton streets and a pedestrian walkway located at 2604 Short Vine Street.

The petitioner is requesting a zone change from Commercial Neighborhood-Pedestrian (CN-P) to Planned Development #69 (PD-69) for properties located west of the current VP3 site at 2600, 2622, and 2624-2632 Short Vine Street and a Major Amendment to the Concept Plan for PD-69 to incorporated two proposed buildings on those subject properties. 2600 Short Vine Street is located at the intersection of Short Vine Street and Corry Street, just north of the Kroger. 2622 and 2624-2632 Short Vine Street are located near the corner of Short Vine Street and Charlton Street. These properties are located within the Corryville Neighborhood Business District and Urban Design Overlay District #6.

# **DESCRIPTION OF PROJECT AND PROPOSED CHANGES TO CONCEPT PLAN:**

The approved Concept Plan and Development Program Statement for PD-69 consists of a 149-unit multifamily development, a parking garage, and a surface parking lot as outlined in the "Background" section of this report. The current PD-69 site is 2.75 acres in size.

The proposed Major Amendment to the Concept Plan would expand the Planned Development by 0.6537 acres to include a 0.3678-acre site at 2600 Short Vine Street and a 0.2859-acre site at 2630 Short Vine Street. The residential units, parking garage, and public parking lot would not be altered by the Major Amendment. The proposed Major Amendment includes the following development plans:

## **2600 Short Vine Street**

2600 Short Vine Street is currently zoned CN-P and is proposed to be rezoned as PD-69 and consolidated with 2604 Short Vine Street and 4 Corry Street. 2604 Short Vine Street and 4 Corry Street are currently zoned PD-69 and are owned by the City of Cincinnati. The owner is proposing to purchase these properties from the City. 4 Corry Street is currently vacant and 2604 Short Vine Street is being used a pedestrian walkway from Short Vine Street to the City-owned parking lot.

Once consolidated, the 0.3678-acre site, known as "2600 Short Vine Street" in the plan, is the proposed site for a mixed-use building with eight residential units, five five-bedroom units and three two-bedroom units, and 2,241 square feet of restaurant or retail space on the ground floor. The building is proposed to be three stories along Short Vine Street with a partial lower level on the east elevation. The southern portion of the building is adjacent to the sidewalk along Short Vine Street and Corry Street. The northern portion of the building will be set back from the sidewalk to accommodate an existing transformer on the property. Landscaped garden space will be incorporated in this area.

### 2630 Short Vine Street

2622 and 2624-2632 Short Vine Street are proposed to be rezoned from CN-P to PD-69 and consolidated into a 0.2859-acre site. There are currently two existing structures, one at 2622 Short Vine Street and one at 2624-2632 Short Vine Street. The owner has attempted to sell these properties without success. The existing buildings are in poor condition, so the Major Amendment is proposing the demolition of these existing buildings and the new construction of a 19-unit multi-family building with one one-bedroom unit,

nine two-bedroom units, four three-bedroom units, one four-bedroom unit, and four two-level, five-bedroom units. The proposed building would be four-stories along Short Vine Street and five-stories on the east elevation.

Parking for these properties is proposed to be in the surface parking lot behind the buildings or in the VP3 parking garage. The owner aims to begin construction during Fall 2020 with occupancy of the residential and commercial space in August 2021 in time for the 2021-2022 academic year.

#### **CODE REQUIREMENTS:**

## § 1429-12 MAJOR AMENDMENT:

The Cincinnati Zoning Code (§ 1429-12) allows for amendments to the Concept Plan. Major Amendments must be approved by the City Planning Commission and City Council. A Major Amendment to the Concept Plan has been requested as the applicant wishes to increase the size of the PD by 0.6537 acres of land and introduce two additional buildings into the Planned Development. The Major Amendment includes:

- A change in zoning of two areas west of the existing PD-69 site at 2600 Short Vine Street and 2622 and 2624-2632 Short Vine Street within the Commercial Neighborhood-Pedestrian (CN-P) zoning district. The properties are proposed to be rezoned Planned Development #69 (PD-69).
- The proposed plan for the additional area to be added to PD-69 as a Major Amendment to the Concept Plan and Development Program Statement for PD-69. This plan includes a three-story, mixed-use building at 2600 Short Vine Street with 2,241 square feet of ground-floor commercial space and eight residential units, and a four-story, multi-family building with 19 units at 2632 Short Vine Street.

#### § 1429-13 FINAL DEVELOPMENT PLAN:

Pursuant to §1429-13 Final Development Plan, a Final Development Plan and Program Statement must be submitted to City Planning Commission after approval of the Concept Plan and Planned Development (PD) designation by City Council. Pursuant to §1429-16 Concurrent Approval of Concept Plan, Development Program Statement and Final Development Plan, the City Planning Commission may review and approve the Concept Plan, Development Program Statement, and Final Development Plan concurrently. The petitioner submitted a Final Development Plan for the two proposed new buildings. A report and recommendation on the proposed Final Development Plan is included as Item 20 in the July 17, 2020, City Planning Commission packet.

## **PUBLIC COMMENT AND NOTIFICATION:**

The Department of City Planning held a virtual public staff conference on this proposed zone change and Major Amendment on June 23, 2020. Notices were sent to property owners within a 400-foot radius of the subject properties and the Corryville Community Council. The petitioner and members of the project team were present at the meeting. No community members attended the meeting.

All property owners within a 400-foot radius of the subject properties and the Corryville Community Council were notified of the City Planning Commission meeting scheduled for July 17, 2020. Both the Corryville Community Council and Short Vine Association submitted letters of support (Exhibit H). Both organizations cited that the proposed project would revitalize currently vacant and blighted properties.

#### **COORDINATED SITE REVIEW:**

The petitioner originally submitted their proposed project for Coordinated Site Review as two separate Preliminary Design Reviews in March 2020. The proposed mixed-use building at 2600 Short Vine Street was reviewed as CPRE200022 (Exhibit G) and the proposed multi-family building at 2630 Short Vine Street was reviewed as CPRE200030 (Exhibit H). During the review of these projects, the Department of City Planning identified the need for a zone change from CN-P to PD-69 and Major Amendment to the Concept Plan for PD-69. The complete project, encompassing all the subject properties, 2600, 2604, 2622, 2624-2632 Short Vine Street and 4 Corry Street, was reviewed by the Coordinated Site Review team in June 2020 as a Technical Design Review (Exhibit I). City departments provided feedback and requirements moving forth with the project but did not report major concerns about the proposed project.

# **CONSISTENCY WITH PLANS:**

Plan Cincinnati (2012)

The proposed Major Amendment to the Concept Plan is consistent with both the Compete Initiative Area and Live Initiative Area of *Plan Cincinnati*. Within the Compete Initiative Area, the proposed ground-floor commercial space at 2600 Short Vine Street is consistent with the Strategy to "Target investment to geographic areas where there is already economic activity" (p. 115). The proposed commercial space is located within the Corryville Neighborhood Business District. Within the Live Initiative Area, the proposed Major Amendment is consistent with the Goal to "Provide a full spectrum of housing options and improve housing quality and affordability" (p. 164). The proposed Major Amendment would add a total of 27 units of housing to the neighborhood. It is also consistent with the Strategy to "Support and stabilize our neighborhoods" (p. 160). The proposed Major Amendment would permit the construction of a mixed-use building on a currently vacant lot and a multi-family building on the current site of two dilapidated buildings in the heart of the Corryville Neighborhood Business District.

# University Impact Area Solutions Study (2016)

The proposed Major Amendment to the Concept Plan is consistent with the Housing and Neighborhood Conditions Initiative within the *University Impact Area Solutions Study*, the most recent plan encompassing this area. It is consistent with Goal 1 in the Housing and Neighborhood Conditions Initiative to "Develop and maintain quality housing" (p. 54). The proposed Major Amendment would permit the construction of two buildings with a total of 27 units of housing.

# University Village Urban Renewal Plan (2005)

The University Village Urban Renewal Plan is the urban design plan for the area. The proposed Major Amendment is consistent with the Vision Plan statement to "Continue to promote private reinvestment into the neighborhood housing stock as a means to increase the economic diversity with the primary trade area population" (p. 61) and the Future Housing Goal that "Future housing should provide higher density to complement the commercial district and provide a transition in scale to the single-family and attached housing" (p. 78).

#### **ANALYSIS:**

The proposed zone change would rezone 0.6537 acres of land from CN-P to PD-69, expanding the existing Planned Development. The proposed Major Amendment would introduce two additional buildings to the VP3 development with a total of 27 units of housing and 2,241 square feet of commercial space. The proposed development represents a \$7,000,000 investment in the area.

The subject properties are within the Corryville Neighborhood Business District. The proposed new construction would reactivate a currently vacant lot and blighted lot creating continuity and increased walkability along Short Vine Street from the Kroger development into the heart of the business district. The proposed mixed-use building and multi-family building would increase housing opportunities and introduce a business opportunity in an employment center area and adjacent to the University of Cincinnati.

The proposed development is within Urban Design Overlay District #6 and consistent with §1437-09 Development Standards in UD Overlay Districts. The proposed new construction is compatible with the surrounding area in terms of architectural style, massing, scale, and form. The window placement follows the pattern in the district and creates an articulated rhythm. The demolition of the existing structures is being proposed following the good faith endeavor of the owner to sell the properties. The proposed demolition would remove blight and allow for new construction which is in line with the urban design plan for the area.

Lastly, the petitioner demonstrated that the owner has engaged both the Corryville Community Council and the Short Vine Association on the proposal. Both organizations found that the proposed Major Amendment would help further their goals of adding population and supporting the neighborhood business district.

#### **FINDINGS:**

It is the opinion of the staff of the Department of City Planning that the Major Amendment to the Concept Plan is in compliance with §1429-12 of the Cincinnati Zoning Code, *Amendments to a Planned Development Concept Plan*, as outlined on pages 2 and 3 of this report. The proposal is consistent with the purpose of the Planned Development District Regulations. The applicant has successfully met all basic requirements of the Planned Development District. The Major Amendment will not negatively impact the existing character of the surrounding area.

## **RECOMMENDATION:**

The staff of the Department of City Planning recommends that the City Planning Commission take the following actions:

- 1. **APPROVE** the proposed change in zoning at 2600, 2622, and 2624-2632 Short Vine Street from CN-P (Commercial Neighborhood-Pedestrian) to PD-69 (Planned Development #69);
- 2. **APPROVE** the Major Amendment to the Concept Plan and Development Program Statement for Planned Development #69, VP3, as specified on pages 2-3 of this report; and

Approved:

3. ADOPT the Department of City Planning Findings as detailed on page 5 of this report.

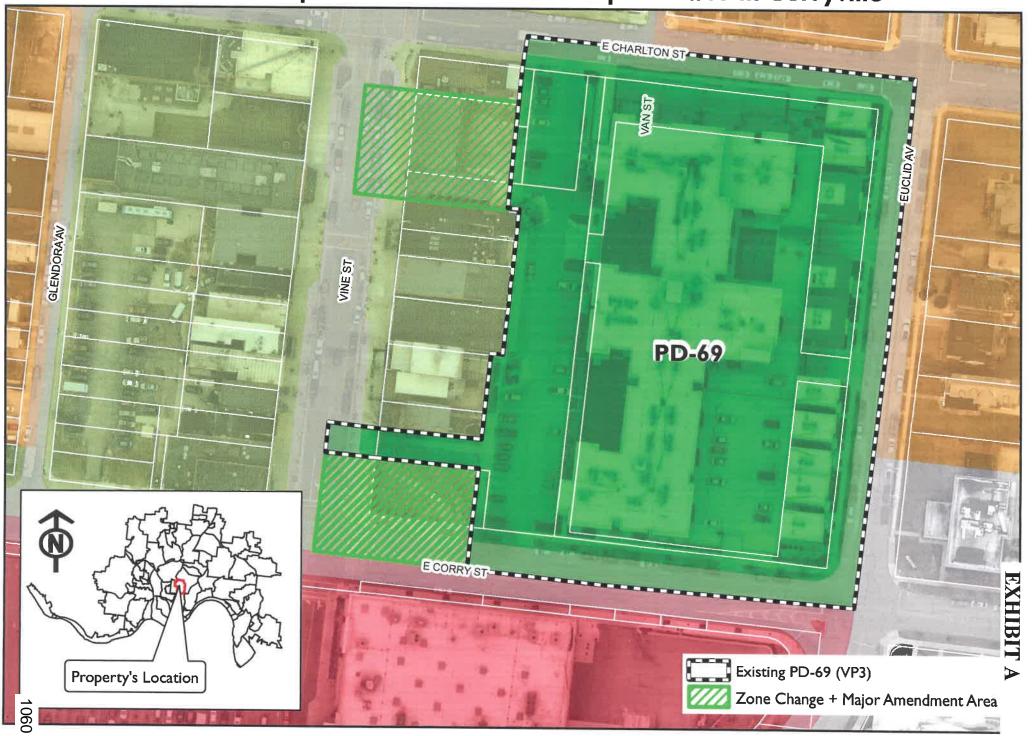
Respectfully submitted:

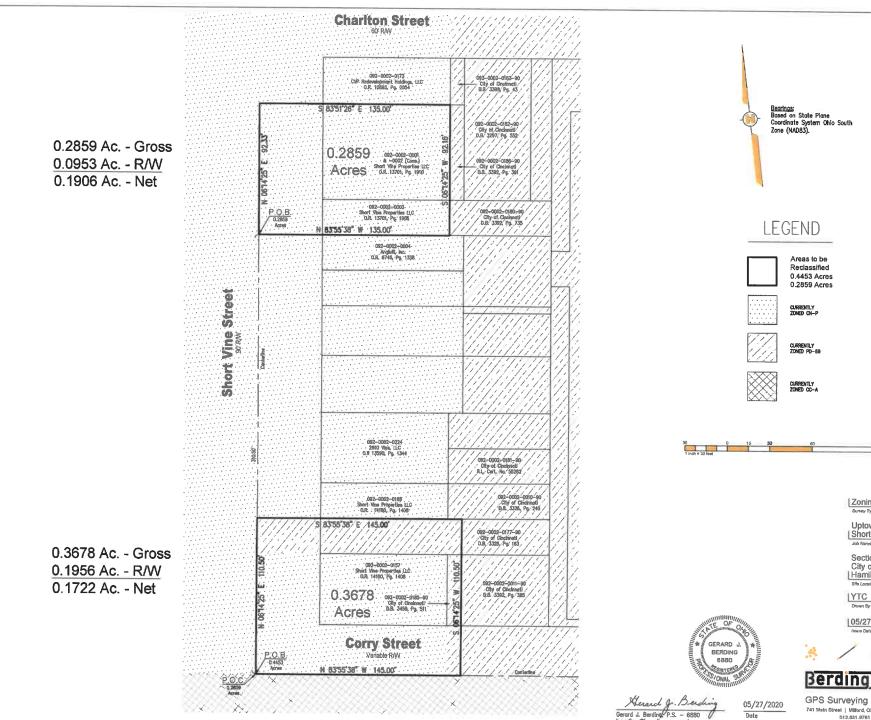
Samantha McLean, City Planner Department of City Planning

Katherine Keough-Jurs, AICP, Director Department of City Planning

5

# Proposed Zone Change from CN-P to PD-69 and Major Amendment to the Concept Plan for Planned Development #69 in Corryville





Zoning Change Plat Uptown Short Vine Street

Section 14, Town 3, F.R. 2

City of Cincinnati | Hamilton County, Ohio

YTC | GJB | 1" = 30' Checked By Drawing Scale

05/27/2020

19178



Date

berding@berdingsurveying.com





GPS Surveying • 3D Laser Scann 741 Main Street | Milliord, OH 45150 | www.bordingsurveyin. 513.831.8761 fax | 513.831.5505 tal Copyright © 2020 G. J. Berding Surveying, Inc. All rights rose



May 28, 2020

Ms. Samantha McLean
City Planner
Planning Department
City of Cincinnati
Two Centennial Plaza
805 Central Avenue, Seventh Floor
Cincinnati, OH 45202

#### Via Hand Delivered

RE: 2600 and 2630 Short Vine

#### Dear Samantha:

As we have discussed, Uptown Rental Properties has acquired the properties located at 2600, 2622, and 2630 Short Vine Street in Corryville. All of the properties are currently zoned "CN-P" Commercial Neighborhood – Pedestrian District and are within "UD #6" Urban Design District. The three parcels are directly adjacent to the west of Planned Development District #69, which was developed by Uptown as a residential community. Although the property at 2600 is vacant ground, Uptown is requesting approval to demolish the two dilapidated structures at 2622 and 2630 Short Vine and rezone all three parcels into "PD-69". This would allow for the development of 19 new residences at "2632 Short Vine" and 8 new residences and 2,241 square feet of retail/restaurant space at "2600 Short Vine". Concept and Final Development Plan review and approval is also sought for these parcels, along with a portion of 2604 Short Vine, which is already included in "PD-69".

Per the requirements of the City, I am enclosing the following information:

- 1) Petition for Change of Zoning;
- 2) Zoning Plat;
- 3) Metes and Bounds Descriptions of the 0.2859 and 0.3678 acre (Gross) areas;
- 4) "PD-69" Exhibit;
- 5) Existing Conditions and Demolition Plan;
- 6) Concept/Final Development Site Plan;
- 7) Concept/Final Development Utility Plan;
- 8) Concept/Final Development Grading Plan;
- 9) Concept/Final Development Construction Details;
- 10) Concept/Final Development Landscape Plan;

Planning • Zoning • Development Services

- 11) Building Floor Plans;
- 12) Building Elevations with material notes;
- 13) Program Statement;
- 14) Letter of Support from Corryville Community Council;
- 15) Letter of Support from the Short Vine Association; and
- 16) Application fee of \$6,000.00.

The proposed development has received Preliminary Design Review comments and has been submitted for Technical Design Review. Please let me know if you have any questions or need additional information prior to scheduling the Public Staff Conference.

Sincerely,

Anne F. McBride, FAICP

P. M. Bie

AFM/ss

**Enclosures** 

cc: Uptown Rental Properties

MDC #4366

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

To: The Honorable Council of the City of Cincinnati	Date: <u>5/28/2020</u>
I hereby request your Honorable Body to amend the Zoning	Map of the City of Cincinnati by
changing the area described in the attached legal documenta	ation and depicted on the
attached plat from the <u>"CN-P"</u> Zone District to the	"PD 69" Zone District.
Location of Property (Street Address): 2600, 2622, and 2624 - 26	32 Vine Street.
Area Contained in Property (Excluding Streets): 0.6537 acres (G	ross) / 0.3628 acres (Net)
Present Use of Property: Vacant land and vacant retail/multi-family l	ouilding.
Proposed Use of Property & Reason for Change: To develop a b	uilding with 8 multi-family units and
Property Owner's Signature: See attached	
Name Typed: See attached	
Address: See attached Phone:	See attached
Agent Signature:	
Name Typed: Anne F. McBride, FAICP	
Address: 5721 Dragon Way, Suite 300, Cincinnati, OH 45227 Phone	: _513-561-6232
Please Check if the Following Items are Attached	
Application Fee X Copies of Plat X Cop	ies of Metes and Bounds X

# **Property Owners Signatures**

2600 Short Vine Street

Hamilton County Auditors

092-0002-0157-00

Gaslight Ventures LLC

2718 Short Vine Street

Cincinnati, OH 45219

513-861-9394

Gaslight Ventures LLC

2622 Short Vine Street

Hamilton County Auditors

092-0002-0003-00

Short Vine Properties LLC

2718 Short Vine Street

Cincinnati, OH 45219

513-861-9394

Short Vine Properties LLC

2624 - 2632 Short Vine Street

**Hamilton County Auditors** 092-0002-0001-00

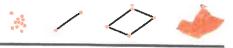
Short Vine Properties LLC 2718 Short Vine Street

Cincinnati, OH 45219

513-861-9394

#4366

Planning . Zoning . Development Services



GPS Surveying • 3D Laser Scanning

#### 0.3678 Acres - Area to be Reclassified

Situated in City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**BEGINNING** at the intersection of the centerline of Corry Street and the centerline of Short Vine Street.

Thence with the centerline of Short Vine Street, North 06°14'25" East, 110.50 feet:

Thence South 83°55'38" East, 145.00 feet;

Thence South 06°14'25" West, 110.50 feet;

Thence North 83°55'38" West, 145.00 feet to the POINT OF BEGINNING.

**CONTAINING 0.3678 Acres** to be reclassified, of which 0.1956 acres is located within the public right-of-way of Short Vine Street and Corry Street.

Being all of Hamilton County Auditor's parcel 092-0002-0157 as conveyed to Short Vine Properties, LLC in Official Record 14160, Page 1408. Being all of Hamilton County Auditor's parcel 092-0002-0185-90 as conveyed to the City of Cincinnati in Deed Book 3450, Page 511. Being part of Hamilton County Auditor's parcel 092-0002-0177-90 as conveyed to the City of Cincinnati in Deed Book 3326, Page 163 of the Hamilton County Recorder's Office.

Bearings are based on State Plane Coordinate System Ohio South Zone NAD83.

Prepared by G.J. BERDING SURVEYING, INC. on May 27, 2020. Based on a Zone Change Plat prepared by G.J. BERDING SURVEYING, INC. on May 27, 2020.

Gerard J. Berding, P.S. - 6880

6-1-2020 Date

G.J. Berding Surveying, Inc.

741 Main Street - Milford, OH 45150 - 513 831 5505 tel - 513 831 6761 fax - www.berdingsurveying.com



GPS Surveying • 3D Laser Scanning

#### 0.2859 Acres - Area to be Reclassified

Situated in City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**COMMENCING** at the intersection of the centerline of Corry Street and the centerline of Short Vine Street; Thence with the centerline of Short Vine Street, North 06°14'25" East, 310.50 feet to the **POINT OF BEGINNING**.

Thence North 06°14'25" East, 92.33 feet;

Thence South 83°51'26" East, 135.00 feet;

Thence South 06°14'25" West, 92.16 feet:

Thence North 83°55'38" West, 135.00 feet to the POINT OF BEGINNING.

CONTAINING 0.2859 Acres to be reclassified.

Being all of Hamilton County Auditor's parcels 092-0002-0001 & 092-0002-0003 as conveyed to Short Vine Properties, LLC in Official Record 13701, Page 1910 & Official Record 13701, Page 1906 of the Hamilton County Recorder's Office.

Bearings are based on State Plane Coordinate System Ohio South Zone NAD83.

Prepared by G.J. BERDING SURVEYING, INC. on May 27, 2020. Based on a Zone Change Plat prepared by G.J. BERDING SURVEYING, INC. on May 27, 2020.

Gerard J. Berding P.S. - 6880

5-27-2020 Date



G.J. Berding Surveying, Inc.

741 Main Street • Milford, OH 45150 • 513 831 5505 tel • 513 831 6761 fax • www.berdingsurveying.com

# 2600 and 2630 Short Vine Program Statement

Uptown Rental Properties, through Gas Light Ventures LLC and Short Vine Properties LLC, own approximately 0.6537 acres (Gross) of property contained in Auditors Parcels 092-0002-0157, 0003 and 0001. The parcels are all zoned "CN-P" Commercial Neighborhood – Pedestrian Oriented District and are located within Urban Design Overlay District #6. A zone map amendment is being requested to allow these parcels to become part of "PD-69" Planned Development District, which is immediately adjacent to the east. Final Development Plan approval is also being requested for the two development areas.

The northeast corner of Corry Street and Short Vine (2600 Short Vine – Parcel 0157) is currently vacant land and would be consolidated with two City owned parcels (Parcels 092-0002-0185 and 0007) which are already a part of "PD-69".



2600 Short Vine Street - Front View



2600 Short Vine Street - Corry Street View

This 0.3678 acres (Gross) would be developed with eight residential units (5 five bedroom units and 3 two bedroom units). Also included on the first floor would be 2,241 square feet of restaurant/retail space. The building would be three stories on the Short Vine Street elevation and have a partial lower walkout level on the east elevation. The building is located on the Corry Street sidewalk with a clipped corner entrance to the restaurant/retail space at the intersection. The building is located adjacent to the Short Vine sidewalk on the southern portion of the building, however, due to the location of a large transformer, the northern portion of the building is set back off the sidewalk but features a landscaped garden space to accommodate the transformers. The inclusion of the 0.37 acres (Gross) into "PD-69" will allow the corner to establish a presence as the south end of the Short Vine Business District and will complement the VP-3 development to the east, the recent Kroger/Walgreens to the south, and the established Short Vine business district to the west and north.

Further north on Short Vine Street is the 0.2859 acres (Gross) of property located at 2622 – 2632 Short Vine Street (Parcels 092-0002-0001 and 0003). These properties are also zoned "CN-P" Commercial Neighborhood – Pedestrian District and are located within Urban Design Overlay District #6. The properties have been offered for sale over the last several years without any significant interest and are in poor condition.



2624-2632 Short Vine Street - Front Elevation



2624-2632 Short Vine Street - Rear Elevation



2622 Short Vine Street - Front Elevation



2622 Short Vine Street - Rear Elevation

The properties are currently beyond repair, and a request is being made to allow for their demolition. The 0.2859 acres (Gross) would be redeveloped as a 19 unit residential development. The 19 units would be a mix of one bedroom (1 unit), two bedroom (9 units), three bedroom (4 units), four bedroom (1 unit), and two level five bedroom (4 units) residences. With a four-story presence on Short Vine and five stories to the west, the building will complement adjacent properties while being built to the Short Vine Street sidewalk with two recess points. Parking for the 27 residential units and the restaurant/retail space will be provided in the public parking lot, directly to the east within "PD-69" or within the VP-3 parking garage, which is also in "PD-69". The surface parking lot to the immediate east of the development is owned by the City and contains approximately 59 parking spaces and has access from both Corry and Charlton Streets. The VP-3 garage, in addition to providing 233 spaces for residents, also features 203 public parking spaces that can be accessed from Euclid or the adjacent City parking lot.

Relative to the new buildings being located in Urban Design District #6, the new buildings are compatible with their surroundings in terms of architectural style, massing, scale, and form. Both buildings respond to the pattern of window placement in the district and have an articulated rhythm of windows as they relate to the structural bay creating an appropriate articulation. As they are windows into apartment units, the ground floor windows in 2630 are not open storefront windows as the UD regulations encourage, however, the entries are recessed and covered.

The proposed inclusion of the two redevelopments into "PD-69" represents a \$7,000,000.00 investment in the Short Vine Business District. Provided approvals are obtained in a timely manner, Uptown would begin construction this fall making new residential units and key retail space available for occupancy in August 2021. The development of the mixed use building at 2600 Short Vine and the residential building at 2630 Short Vine are consistent with many of the goals of adopted plans, including:

#### "Plan Cincinnati"

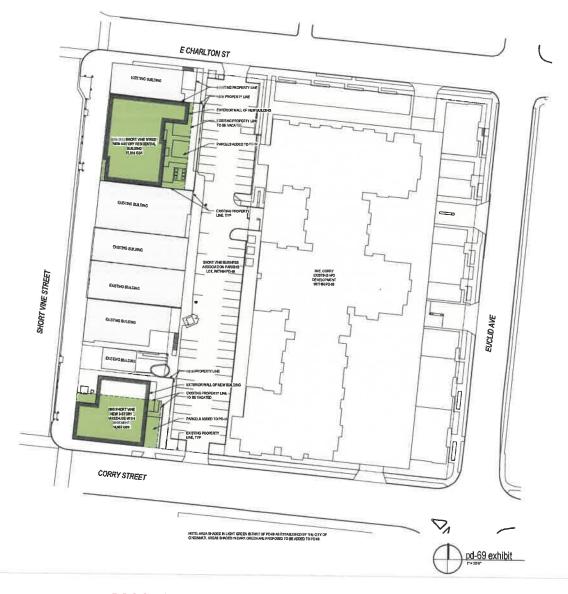
- Build on the recommendation of the Plan Cincinnati Policy to help maintain Short Vine as a "Neighborhood of Choice".
- Implement the Policy of Plan Cincinnati to strengthen community organizations in recognizing the Corryville Community Council and the Short Vine Association support of the proposed development.
- Continue to focus revitalization on "Centers of Activity" which includes Corryville.
- Maintaining a walkable neighborhood center with structures addressing the street in a consistent pattern with parking consolidated to the rear.
- Integrate more housing into our neighborhood business districts and increase pedestrian activity.
- "Support and stabilize neighborhoods". "Reduce the supply of functionally obsolete 2 – 4 unit apartment buildings through conversion or demolition".
- "Increase the stock of quality moderate and upper income housing to help increase population and expand our tax base".
- "Improve the quality and number of moderate to high-income rental and homeowner units".
- "Offer housing options of varied sizes and types for residents at all stages of life".
- "Increase the supply of townhomes and multi-family living options around centers of activity and along transit corridors".

 The proposed redevelopment locations, consistent with the sustainability and healthier environment goals, are easily accessible to walk-to colleges and employment centers and are within a short walk to a new urban Kroger providing fresh, healthy foods.

## University Village Urban Renewal Plan:

- "Future housing should provide higher density to complement the commercial district and provide a transition to housing to the east".
- "New homes should be comprised of townhomes, condos and apartments".
- "Preserve the rear lots behind the existing buildings for surface and structured parking to support local retailers on Vine Street".
- "Continue to promote private reinvestment into the neighborhood housing stock as a means to increase the economic diversity within the primary trade area population.

The proposed redevelopment of these two portions of Short Vine will fill voids in the existing streetscape, creating new residences, opportunities for new business development and support for existing businesses. Uptown has been working with the Corryville Community Council, and they explicitly support amending "PD-69" to include the new construction. Further, the Community Council believes they are aligned with Uptown Rental Properties in their priority of improving and populating Corryville's largest business district. The Short Vine Association also supports the request to include these properties in "PD-69" and believes that they share with Uptown the priority of improving and populating the Short Vine Business District and supporting its merchants. Consistent with support of the Corryville Community Council and the Short Vine Association, we would ask that these two development areas be consolidated into "PD-69" and Final Development Plan be approved to allow Uptown's redevelopment and revitalization work in the Short Vine area to continue.







2600, 2630-2622 SHORT VINE STREET

PD-69 EXHIBIT



2019.428 05/22/20 Z0.0

#### GENERAL NOTES:

THE OHIO DEPARTMENT OF TRANSPORTATION "CONSTRUCTION AND MATERIAL, SPECIFICATIONS", CLARENT EDITION. AND THE CURRENT FALLES AND REQULATIONS" OF THE CITY OF ORIGINAL SHALL GOVERN ALL CONSTRUCTION (TEAS ON THIS PLAN, UNLESS OTHERMES NOTE).

THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PER LOCAL, STATE, AND FEDERAL REQUIREMENTS.

WHERE PLANS REFER TO CONTRACTOR, IT MAY MEAN SUBCONTRACTOR AT THE GENERAL CONTRACTOR'S DISCRETION.

ALL WORK IN THE SHORT VINE / CORRY ST., RIGHT OF WAY, INCLUDING UTILITY CUTS/TAPS WILL NEED A PERMIT FROM THE CITY OF CINCHINATI.

THE CONTRACTOR SHALL BE SOLLY RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE FEBERAL STATE AND LOCAL SAFETY REQUIREMENTS TOCKNER WITH EXPRESSING PRECAUTIONS AT ALL TIMES FOR THE PROTECTION OF PERSONS AND PROCESSEY. IT IS ALSO THE RESPONSIBLIT OF THE CONTRACTOR AND SUP-CONTRACTOR(S) TO INITIATE, MAINTAIN AND SUPERNIZE ALL SAFETY REQUIREMENTS AND SUPERNIZE ALL SAFETY REQUIREMENTS.

ITEM 201: CLEARING AND GRUBBING: THIS WORK CONSISTS OF CLEARING, GRUBBING, SCALPING, REMOVING TREES AND STULIPS, AND EXIOUNDS ALL YEGSTATION AND CONSTRUCTION DEBYS FROM THE LIMITS SHOWN ON THE PLANS, EXCEPT SUCIO GRECTS THAT ARE TO REMAIN OF ARE TO BE REMOVED ACCORDING TO OTHER TIEMS OF WORK.

USE REMOVED OR EXCAVATED MATERIALS IN THE WORK WHEN THE MATERIAL CONFORMS TO THE SPECIFICATIONS IF NOT THEN RECYCLE, OR DISPOSE OF THE MATERIAL ACCORDING TO 105.18 AND 105.17.

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ALL ERUSION AND SEDIMENT CONTROL SHALL RE IN ACCORDANCE WITH THE SHIPPP PLAN AND LOCAL AND OND EPA RESULATIONS. THE CONTRACTOR IS RESPONSIBLE FOR ALL INSPECTIONS AND REPORTING AS ROOMED BY THE 64MB EPA FOR THE NATIONAL PULLIFIANT DISCHARGE ELIMINATION (IMPES) PERMIT. CONTRACTOR SHALL PROMDE WOTTEN REPORTS TO THE OWNER AND KEEP COPY OF FILE.

THE LOCATIONS AND ELEVATIONS OF ENSTRING UTILITIES SHOWN ON THIS PLAN HAVE BEEN OFTENDED THROUGH BY COMMITTON PROVIDED BY THE VARIOUS UTILITY OWNERS AND BY TRID DESIGNATION FROM THE VARIOUS UTILITY OWNERS AND ENTRIED BY TRID RESPONSIBILITY OF THE CONTRINCTOR FROM TO CONSTRUCTION. TO DETERMINE THE ACTUAL PRED LOCATIONS AND ELEVATIONS OF ALL DESTING UTILITIES IMPACTING HIS MORE BY LAW, THE CONTRIGUENT OF ALL TRIDITY OF THE CONTRIGUENT OF ALL THE OFTEN HAVE THE OWNERS OF THE O

THE LOCATION, SUPPORT, PROTECTION AND RESTORATION OF ALL EXISTING UTILITIES AND APPLICITEDANCES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE INCLUDED IN THE UNIT PRICE GIRD FOR THE VARIOUS ITEMS.

THE DESIGN ENGINEER ASSUMES NO RESPONSIBILITY FOR THE MEANS, METHODS, PROCEDURES, TECHNOLIS, OR SQUENCES OF OPERATIONS OF THE CONTRACTOR, MOR FOR SAFETY ON THE JOB STEE OR THE CONTRACTOR'S FALLINE TO COMPLETE THE WORK AS SEPECHED ON THIS PLAN.

THE CONTRACTOR IS RESPONSIBLE FOR PROMDING ALL SURVEYING AND CONSTRUCTION STAKING REQUIRED FOR STEWORK IN THIS PACKAGE AT THE CONTRACTOR'S EXPENSE.

ACCESS TO ADJOINING PROPERTIES SHALL BE MAINTAINED AT ALL TIMES.

ANY STORM PIPES DAMAGED DURING CONSTRUCTION SHALL EITHER BE RESTORED TO ITS CREGINAL CONDITION OR CONNECTED TO THE STORM SEWER SYSTEM AS DIRECTED BY THE FINGUISTE.

THE CONTRACTOR SHALL DISPOSE OF ALL SURPLUS EXCAVATION AS DIRECTED OR APPROVED BY THE OWNER.

ALL TRENCHES SHALL BE BACKFILLED OR SECURELY PLATED DURING NON-WORKING HOURS.

ALL MAINHOLES, FIRE HYDRANTS AND VALVE BOXES SHALL BE ADJUSTED TO FINAL GRADE AT THE CONTRACTOR'S EXPENSE.

CRANILAR BACKPIL SHALL BE REQUIRED IN ALL TRENCHED IN AREAS OF EXISTING PAVEMENT. FILL IN PROPOSED PAVEMENT OR BUILDING PAD AREAS SHALL BE COMPACTED TO THE PROJECT'S GEOTECHNICAL ENGINEER'S RECOMMENDATIONS AND FIELD PERSONELL APPROVAL.

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USE TYPE 2 BEDDING FOR TYPES A. B. C. AND D CONDUITS EXCEPT FOR LONG SPAN STRUCTURES AND FOR CONDUITS THAT REQUIRE TYPE 3 BEDDING.

COMPACTED FILES SHALL BE MADE TO A MENIMUM OF THREE FEET ABOVE THE CRUIM OF ANY PROPOSED SENSE PRIDER TO TREACHING FOR PLACEDINY OF SENSER. ALL FILES SHALL BE RESPECTED AND APPROVED BY THE PROJECT'S GEDICANICAL ENGINEER, OF PER COVERING

CATCH BASINS AND/OR MANHOLES OVER 4 FEET SHALL BE FURNISHED WITH STEPS, MEETING DOOT ITEM 708.13, 711.13, 711.30, OR 711.31. CATCH BASINS LOCATED IN PAVEMENT AREAS SHALL HAVE FINGER DRAINS, (SEE DETAIL SHEET)

DISTANCES LISTED ON THE PLANS ARE FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.

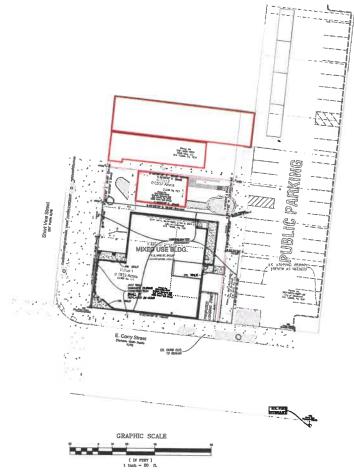
SITE BUILDING PAD EXCAVATION AND EMBANKMENT SHALL BE PER THE GEGTECHNICAL ENGINEER'S



PLANS FOR THE CONSTRUCTION OF A NEW MULTI-FAMILY RESIDENTIAL BUILDING KNOWN AS:

# 2600 SHORT VINE MIXED USE

2600 SHORT VINE ST., CITY OF CINCINNATI, HAMILTON COUNTY, OHIO MAY, 2020



#### DEPARTMENT/ UTILITY TABLE:

CITY OF CRICINNATI BUILDINGS AND INSPECTION AND PERMIT CENTRE (BULLDING & ZONING) 805 CENTRAL AVE; 5th FLOOR CINCINNATI, OHIO 513—352—4845

DUKE ENERGY (ELECTRIC) BRIAN BACON TEL: 513-419-1547

GREATER CINCINNATI WATER WORKS 4747 SPRING CROVE AVE. CINCINNATI, OHIO 45232 TEL: 513-581-7837

DUKE ENERGY (GAS) CLAY ASHCRAFT TEL: 513-979-5432

METROPOLITAN SEWER DISTRICT OF GREATER CINCINNATI (MSD-SANITARY) 1600 GEST ST. CINCINNATI, OHIO 45204 TEL: 513-244-1530

CTY OF CINCINNATI STORMWATER MANAGEMENT UTILITY (SMU) 4747 SPRING GROVE AVENUE CINCINNATI, OHGO 45232 TEL: 513-591-5050

CITY OF CINCINNATI DEPARTMENT OF TRANSPORTATION AND ENGINEERING (DOTE) 801 PLUM ST., ROOM 450 CINCINNATI, DHIO 45202 \$13-352-3424

CITY OF CINCINNATI FIRE PREVENTION BUREAU 430 CENTRAL AVE. CINCINNATI, CHIO 45202 FRED PRATHER 513—352—1685



OWNER: GASLIGHT VENTURES LLC 2718 SHORT VINE CINCINNATI OH 45219

CIVIL ENGINEERING: EVANS ENGINEERING 4240 ARPORT RD., SUITE 211 CINCINNATI, OHIO 45226 (513)—321—2188 JONATHAN R. EVANS, P.E.

SURVEYING: BERDING SURVEYING 741 MAIN STREET MILFORD, OHIO 45:50 (513) 831-5505 GERRY BERDING, P.S.

#### INDEX:

TITLE SHEET & GENERAL NOTES
SITE CONSTRUCTION DETAILS
EXISTING CONDITIONS & DEMO PLAN
SITE DIMENSION PLAN
UTILITY SERVICE PLAN
GRADING PLAN
STORMWATER POLLUTION PREVENTION

PLAN (SWPPP), NOTES

#### STANDARD DRAWINGS:

THE FOLLOWING COOT AND LOCAL STANDARD DRAWINGS SHALL BE CONSIDERED A PART OF THIS PLAN:

C8 1.1 (7-19-2019) CATCH BASINS NOW 2-2A & B C8 1.2 (1-15-2016) CATCH BASINS NOW 2-3 & 2-4 C8 2.2 (7-20-2016) CATCH BASIN NO. 3A MH 1.2 (1-15-2016) MANGUE NO. 3 P8-7.1 (7-20-2016) NEW CURB RAMPS WITH TRUNCATED DOMES

CONSTRUCTION SEQUENCE:

- CLEARING AND GRUBBING FOR THOSE AREAS NECESSARY FOR THE INSTALLATION OF EROSION AND SEDIMENT PERIMETER CONTROL MEASURES.
- 2. INSTALL EROSION AND SEDIMENT CONTROL MEASURES.
- GRADING AND STRIPPING OF THE REMAINING AREAS OF THE DEVELOPMENT SITE OR PROJECT AREA.
- DEMOLITION OF EXISTING FEATURES. (DEMOLITION UNDER SEP. PERMIT)
- 5. INSTALL STORMWATER MANAGEMENT SYSTEMS.
- TEMPORARY VEGETATIVE STABILIZATION OR EROSION AND SEDIMENT CONTROL MEASURES.
- 7. SITE CONSTRUCTION.
- 8. FINAL GRADING, STABILIZATION, AND LANDSCAPING.
- 9. REMOVAL OF EROSION AND SEDIMENT CONTROL MEASURES.

PRE INTHARY

ENGINEERING PORT ROAD, SUITE 211 II, OHIO 45226 òg EVANS E 4240 AIRPO CINCINNATI (513) 321-21

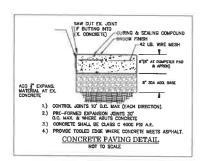


OHIO T VINE MOKED USE SHEET & VINE ST., COUNTY, ZEOO SHORT VINE A TYPLE SHE GENERAL P 2800 SHORT I

SCALE HORIZ. VERT. 1"=20" N/A

ok No. 16-193 Jun. 1, 2020 SHEET NO.

C-1



TO SCALE

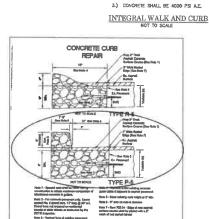
(2) ITEM 448 - VARIED THICKNESS ASPHALT INTERMEDIATE COURSE (ONLY AS NEEDED)

(DEXISTING GRAVEL OR ASPHALT DRIVE (THICKNESS VARIES)

- FXISTING SURGRADE

RESURFACING ASPHALT PAVING DETAIL
NOT TO SCALE

DITEM 448 - 1" ASPHALT SURFACE COURSE



6x6 W1.4 x W1.4 W.W.F.

4 AGOREGATE BASE -

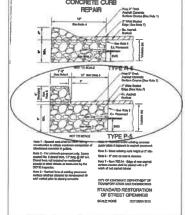
SEE CONCRETE WALK SECTION FOR LOCATION OF JOINTS.

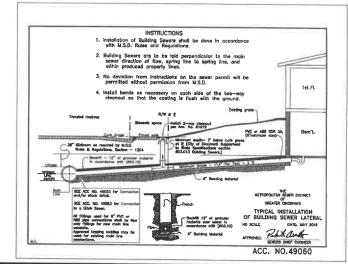
FULL DEPTH SEPARATORS ARE NOT PERMITTED EXCEPT AT EXP. JTS.

VARIES UNLESS OTHERWISE NOTED (LEE PLAN)

TOOLED CONTRACTION JT. 1/4° WIDE x 1 1/2 DEPTH (MIN)







JOINTS SHALL BE CUT WITH A JOINTER HAVING A RADIUS OF 1/4"

NOTE: 1.) CONTROL JOINTS 5' O.C. MAX.

CONCRETE WALK DETAIL NOT TO SCALE

2.) EXPANSION JOINTS 30' O.C. MAX.

3.) CONCRETE SHALL BE 4000 PSI AE

ACCRECATE HAVE

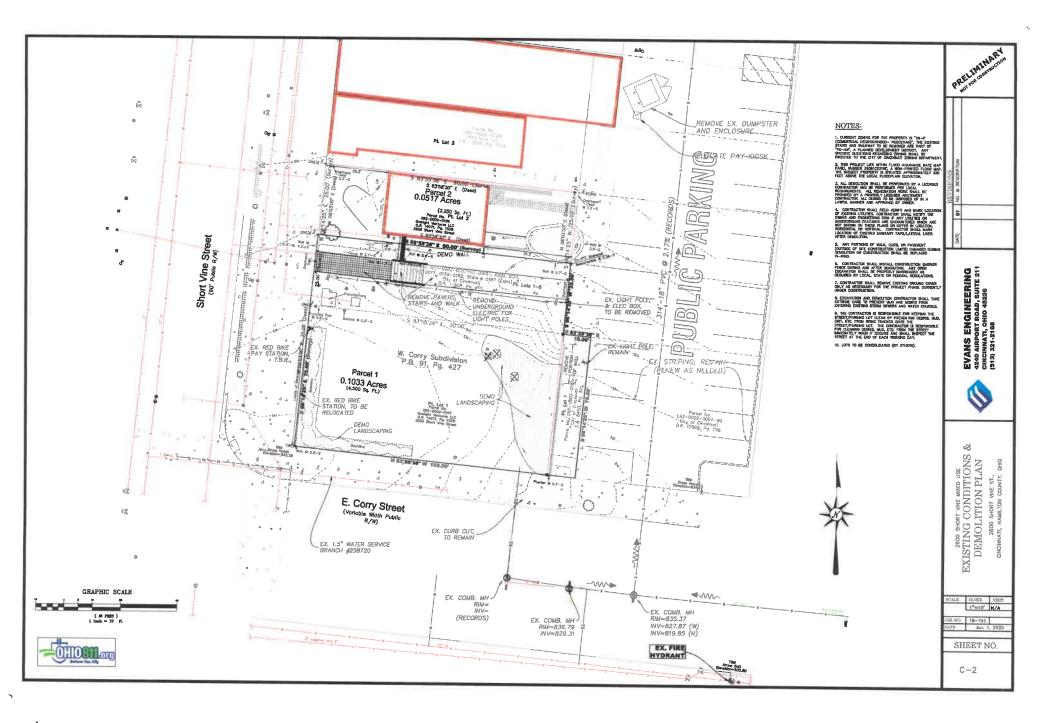
CURING & SEALING

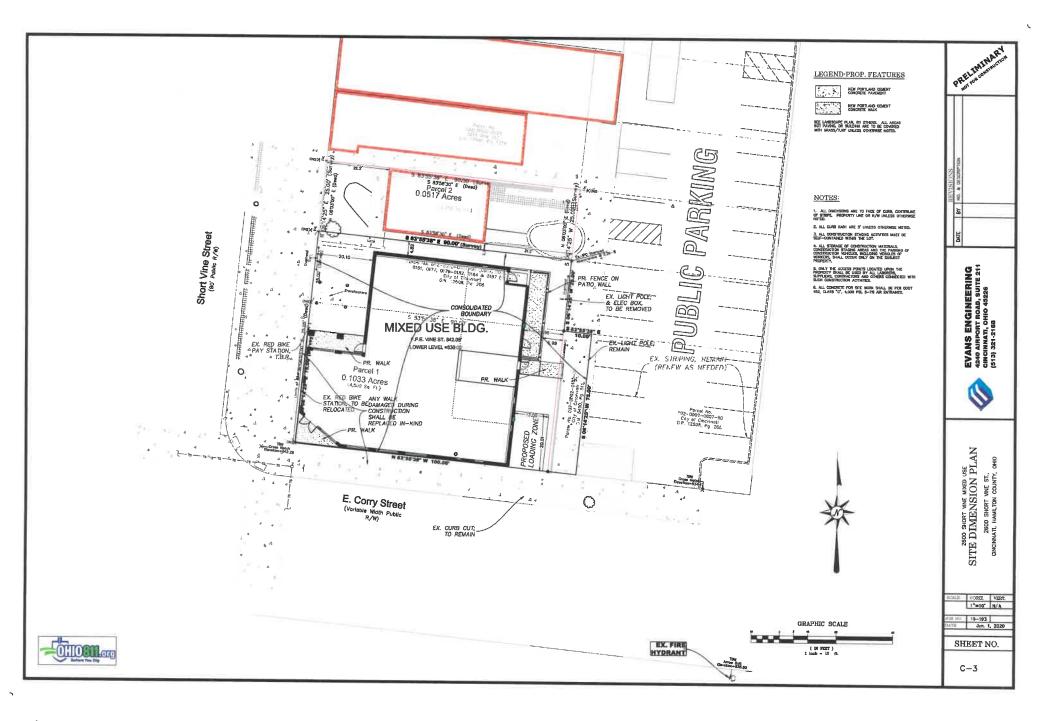
BROOM FINISH

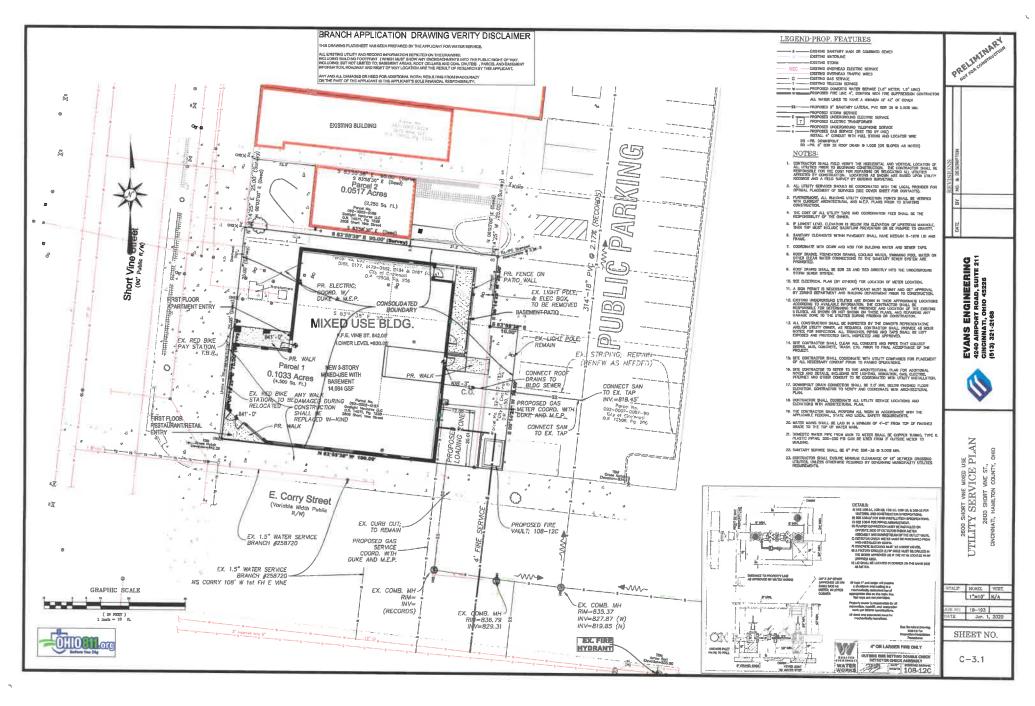


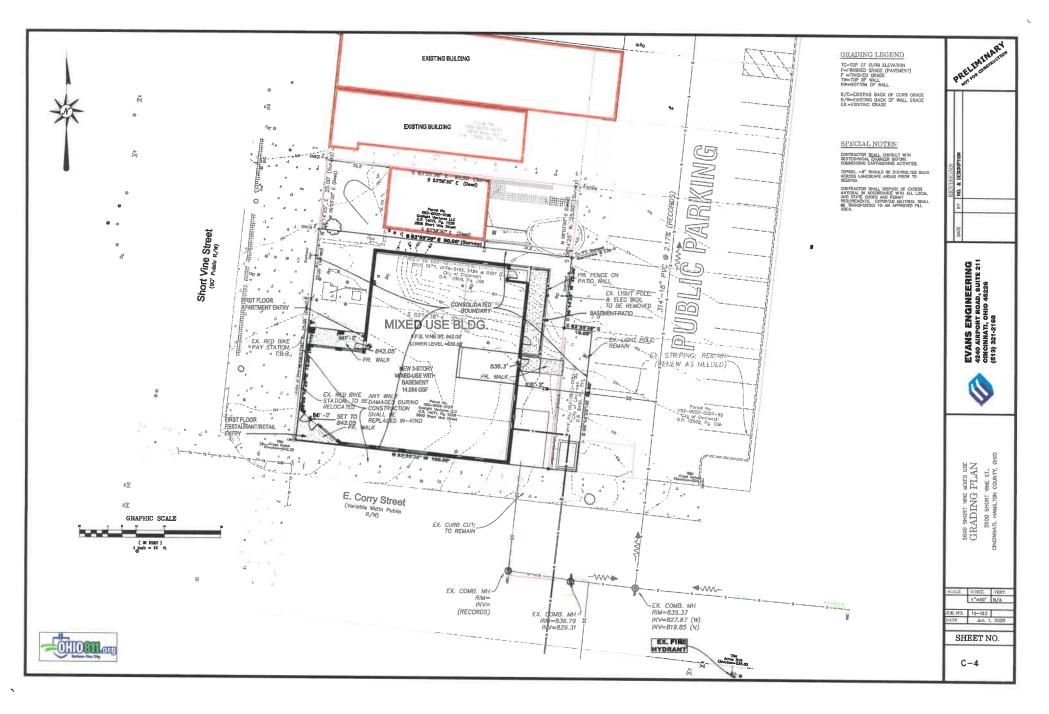


C-1.1











1. THE CONTRACTOR SHALL NOTIFY THE HAMBLION COUNTY ENGINEER AT LEAST FIVE (8) DAYS BEFORE COMBENCING MAY LAND DISTURBING ACTIVATIES AND, LINLESS WANCED BY THE LOCAL AUTHORITY, WILL BE ROCURED TO HOLD A PRE-CONSTRUCTION MEETING RETWEST PROJECT REPRESENTATIVES FROM THE LOCAL

THE CONTRACTOR SHALL NOTIFY LOCAL AUTHORITY BY TELEPHONE AT THE

A COPY OF THE APPROVED SEDMENT AND ENOSION CONTROL PLAN MUST BE MALABLE AT THE PROJECT SITE AT ALL TIMES.

A 156 CONTINUATION MIST GOTAIN APPROVAL FROM THE LOCAL AUTHORITY BEFORE ANY CHANGES TO THE SERBORY CONTINO. PLAN AND/OR SOCIOLOGY OF CONTINUATION AND BENCHMENT DURINGS MEMCHANE AND MIST OF MINISTRATION IN RECESSARY. IN THE SERBORY TO LINEAR AND ADMINISTRATION OF THE MANAGEMENT OF THE PROPERTY OF THE P

IL STOCKPILE SLOPES SHALL NOT BE STEEPER THAN 2:1.

12. THE CONTRACTOR SHALL PROTEST ALL POINTS OF CONSTRUCTION DIGRESS AND CEMESS TO PREVENT THE OPPOSTOOL OF MATERIALS CONTO PUBLIC ROADS, ALL MATERIALS CONTO PUBLIC ROADS, ALL MATERIALS CONTO PUBLIC ROADS SHALL BE REMOVED BENEFORT IN USING A STREET TREEPER OF SCHAPER, CERRICAL SHALL BOOK OR WASHED OFF PAVED ASSEMBLY STREET, CERRICAL SHALL BOOK OR WASHED OFF PAVED ASSEMBLY STREET, CERRICAL SHALL BOOK OR WASHED OFF PAVED.

14. SEDMENT TRAPS OR BASINS ARE NOT PERMITTED WITHIN TWENTY (20) FEET OR AND EXISTING OR PROPOSED POLINOATION OR TRAFFIC AREA. NO STRUCTURE MAY 9E CONSTRUCTED WITHIN TWENTY (20) FEET OF AN ACTIVE SEDMENT TRAP OR

15. SEDIMENT TRAPS AND BASINS MUST HAVE STABLE INFLOW AND OUTFLOW POINTS SO THAT WATER CAN DISCHARGE WITHOUT CAUSING EROSION.

18. SECHIENT BASINS/TRAPS SHALL NOT BE GREATER THAN FOUR (4) FEET IN

IS, WHEN PLAPPING SEXMENT LADEN WATER, THE DISCHARCE BUST OF DIRECTED TO A SEDBIENT TRUPPING DEMOE PRIOR TO DISCHARCE TO A PUNCTIONAL STORM DRAIN STITIBLE, STRUED GROUND SAFFACE, OR RELEASE PROM THE STEE

RARY & PERMANENT STABILIZATION:

26. WHEN THE PROPERTY IS BROUGHT TO FRISHED CRADE DURBNA THE MONTHS OF NOVEMBER THROUGH FERRILARY, AND POSMANDHT STABULATION IS FOUND TO BE REPLACED, AT POPEMBER STABULATION OF SHALL BE APPLIED TO ALL STATISTICS AREAS. THE FRIAL PURMANENT STABLEATION OF SHALL PROPERTY SHALL BE APPLIED TO MAKEN THE ADMINISTRATION OF SHALL PROPERTY SHALL BE APPLIED TO MAKEN THE ADMINISTRATION OF SHALL PROPERTY SHALL BE APPLIED TO MAKEN THE ADMINISTRATION OF SHALL PROPERTY SHALL BE APPLIED TO MAKEN THE ADMINISTRATION OF SHALL PROPERTY SHALL BE APPLIED TO MAKEN THE ADMINISTRATION OF SHALL PROPERTY SHALL BE APPLIED TO MAKEN THE ADMINISTRATION OF SHALL PROPERTY SHALL BE APPLIED TO MAKEN THE ADMINISTRATION OF SHALL PROPERTY SHALL BE APPLIED TO MAKEN THE ADMINISTRATION OF SHALL PROPERTY SHALL BE APPLIED TO MAKEN THE ADMINISTRATION OF SHALL PROPERTY SHALL BE APPLIED TO MAKEN THE ADMINISTRATION OF SHALL PROPERTY SHALL BE APPLIED TO MAKEN THE ADMINISTRATION OF SHALL PROPERTY SHALL BE APPLIED TO MAKEN THE ADMINISTRATION OF SHALL PROPERTY SHALL BE APPLIED TO MAKEN THE ADMINISTRATION OF SHALL PROPERTY SHALL BE APPLIED TO MAKEN THE ADMINISTRATION OF SHALL PROPERTY SHALL BE APPLIED TO MAKEN THE ADMINISTRATION OF SHALL PROPERTY SHALL BE APPLIED TO MAKEN THE ADMINISTRATION OF SHALL PROPERTY SHALL BE APPLIED TO MAKEN THE ADMINISTRATION OF SHALL PROPERTY S

20. STURMMATER MANAGEMENT STRUCTURES, USED TEMPORABILY FOR SEXONE CONTROL, SHALL BE CONVENTED TO THE PERMANENT CONFIGURATION THRETY CALENDAR DAYS FOLLOWING EXTABLISAMENT OF PERMANENT STABILIZATION IN CONTRIBUTION OF THE MANAGE.

20. FOR PHISHED GRADING, THE CONTRACTOR SHALL PROVIDE ADEDIANE GRADIENTS TO PREVIOUS WALTER FROM PICKORG FOR MORE THAN THENTY FORM (23) HOUSE AFER THE DIG OF A RAPPALL LEVEL FORM. DRAWNED CHARGES AND SHALE FORM AREA BLAY TAKE AS LICHE AS FORTY SIGHT (44) HOUSE AFER THE DIG OF A RAPPALL DIGHT OF DRAW, AREA DESARDED TO DAVE STREAMS WATCH (22, RETENTION POINT) DO NOT HANK TO MEET THE REQUIRED.

31. ALL WASTE AND BORROW AREAS OFF-SITE MUST BE PROTECTED BY SEEMENT CONTROL MEASURES AND STABILIZED. OTHER:

33. Sediment must be cleaned from SLT Fences and Mulch Weines When accidinglation reaches a height of Half-Way up to the top

35. ALL SLOPES STEEPER THAN 3:1 RECURRED GRADE RECTIMENT, BITHER STARK-STEP GRADING, GROOWING, FURROWING, OR TRACKING IF THEY ARE TO BE STABLIZED WITH VEGETATION.

38. AFEAS WITH CRADES LESS STEEP THAN 2:1 SKOULD HAVE THE SOUL SURFACE LIGHTLY ROUGHERED AND LOOSE TO A DEPTH OF TWO (2) TO FOUR (4) INCHES PRIOR TO SECOND.

### ADDITIONAL STORMWATER POLLUTION PREVENTION NOTES:

THE DEVELOPER AND CONTRACTOR SHALL ABOVE BY THE RULES AND RECALLABORES AS FROM HE THE CHOIC DRA PEDIAT NO. OCCORDON—"A UNIDERCATION FOR STORM WATER DESCAMPLES ASSOCIATED WITH CONTRIBUTION ACTIVITY UNDER SE MAILDRAF, POLLUTANT DESCAMPLE DEMONATION ASSOCIATED (HPCES)."

CONTRACTOR SHALL REMOVE EXISTING GROUND COVER ONLY AS REPERSARY FOR THE PROJECT PHASE CURRENTLY UNDER CONSTRUCTION

NICESSAY TOR THE PROBLET PRIVACE LIMITATES THESE TRACES OF THE PROBLET PRIVACE LIMITATES THAT THE PROBLET PRIVACE STATEMENT TO CHARGE OF JANTH DESIRERS ACTIVITY. SERVED REALIZED THE PROBLET ASSESSAY THAT ASSESSAY ASSESSAY OF THE PROBLET PROBLET PROBLET ASSESSAY OF THE PROBLET P

THE CONTRACTOR IS RESPONSIBLE FOR KEEPING THE STREET/PARKING LOT CLEAN BY PREVENTING DEEPING, MUD, DAYL FOR, FOR BEING TRACKED ON THE STREET/PARKING LOT. HE CONTRACTOR IS STREET HAND SHOWN THE CONTRACTOR IS THE STREET HAND SHATLY WEST IT COCURS AND SHALL HEFFOLT WE STREET AT THE BID OF EACH MORROW DAY.

DUMPSTERS AND PORT-C-LETS ARE NOT TO BE CLOSER THAN 20' FROM THE PROPERTY LINES. SPECIAL NOTES:

L CURNO CONSTRUCTION, THE PROPERTY MAST HAVE A MINIMUM TRENTY (20) FOOT MODE CONSTRUCTION ENTRANCE MAINTAINED OF STORE MATERIAL.

S. DURNIG CONSTRUCTION, DESPES MUST BE REMOVED AS APPROPRIATE, BUT AT

4. DURING CONSTRUCTION, EROSION CONTROL MUST BE MANUARIE ON THE PROPERTY INCLUDING PORMETER CONTROL, E.G. STRAW BALE BARRIERS, PROBON TRANSMIC.



#### TEMPORARY AND PERMANENT SEEDING:

B. FEATLLESS (IN LIES OF A SOLIS TEST RECOMMENDATION) SHALL BE APPLIED AT A RATE OF 12-15 PORNES (12 POLINOS FOR PERMANDICT SEEDING) POR 1008 SF OF 10-10-10 OF 12-12-12-13 MAILYSIS OR SEMANUALITY.

1.2 9000199

1, DATS 2. PERDL RYECKASS 3. TALL FEBRUSE t. PERENL EYEGRASS Z. RYE 3. WHEAT 4. TALL FERENCE

2. PERSONENT SEEDING MICTURE SEXTRAC POROD RATE (1000 SF)

1. CREEFING RED FESCUE O.5 LBS
COMESTIC RYDOLASS 0.25 LBS
RESTRUCKY BLUEGRASS 0.25 LBS
2. TALL FESCUE
3. DRAFF FESCUE
1 LBS 2-1 SEEDING FOR STEEP BANKS ON CUTS 1. TALL FESCUE 2. CHOMMETCH TALL FESCUE 3. FLATIFIA TALL FESCUE

Z-Z SEEDING FOR WATERWAYS AND ROAD SITURES SPIRAG, SLAMER 1. TALL PERSON AND FALL

C. CHEN SEEDING SPECIES MAY BE SURSTRAINED FOR THEW MOTHERS

E. THERE SECOND PLATES HELD TO BE INCREASED THAT TO THERE THEY IF THEY ARE TO BY USED AS A LAW. S. DORNANT SEPERAL

A. MILCH SHALL CONSIST OF SMALL GRAIN STRAY (PREFEMALLY WHEAT OR RYC) AND SMALL BE APPLED AT THE MATE OF THE TONS PEN ACRE OR 100 POUNDS PER 1000

B. SPECIAL THE MILLOH UNFERRILY BY HAND OR MEDIAMICALLY BO THE SOL SURFACE OF DOWNER.

SUPPLY NEW SEEDLINGS WITH ADEQUATE WATER FOR PLANT CROWN UNTIL THEY ARE FROM Y ESTABLISHED.

#### STABILIZATION:

DISTURBED AREAS MUST BE STABILIZED AS FOLLOWS:

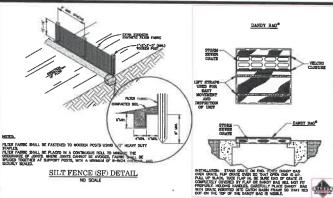
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and sales become delicated	Two from in tank order	
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try debated group with 10 km, or written with 25 to date 10 km, or first pasts	
Delayer over the set to the our	Prior to the copyl of whiter product

CONSTRUCTION SEQUENCE:
THE CONSTRUCTION SEQUENCING FOR SITE WORK SHOULD BE SMILLER IN MATLIKE TO THE FOLLOWING:

L. CELANDO AND DIRIGINA FOR THOSE AREAS RECOGNAT FOR THE LICENSING. MICHAEL PRINCIPLE AND DIRECT CONTROL MICHIES TO. MICHAEL PRINCIPLE AND SERVICE CONTROL MICHIES TO. MICHAEL PRINCIPLE AND SERVICE CONTROL MICHIES TO. MICHAEL PRINCIPLE AND SERVICE CONTROL MICHIES TO. MICHIES AND THE RECOGNITION OF THE SERVICE SHALL BE CONTROL WITH THE CONTROL MICHIES AND DIRECT CONTROL WITH THE CONTROL MICHIES AND DIRECT CONTROL MICHIES AND

B. FINAL GRADING, STABILIZATION, AND LANDSCAPING, I.G. REMOVAL OF EROSION AND SEDIMENT DONTROL MEASURES



GRAPHIC SCALE



0

EX. COME. HH RMI-635.37 974-827.87 (W)



EROSION CONTROL LEGEND

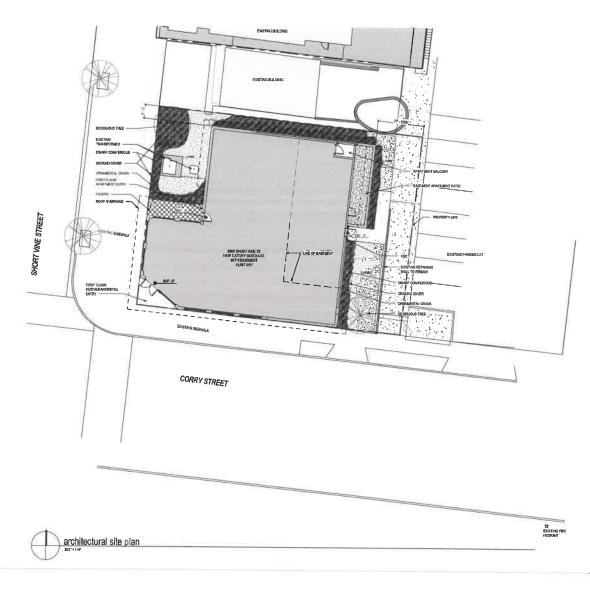






CALE HOREZ VERT. 1"=20" N/A OR 349 19-193 SHEET NO.

C-5





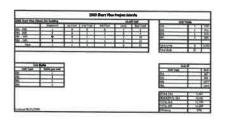


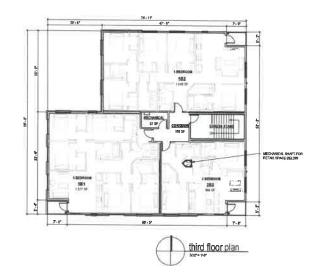
**2600 SHORT VINE** 

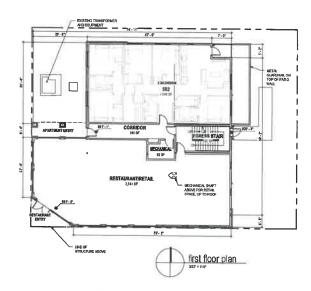
ARCHITECTURAL SITE PLAN

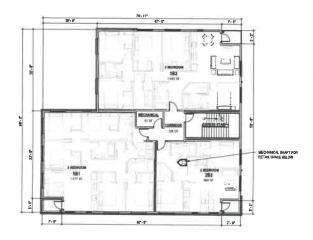
m a architects

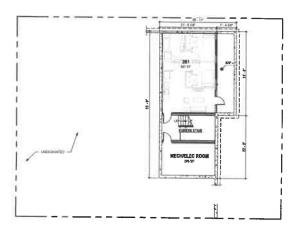
2019.428 05/22/20 Z1.0



















2600 SHORT VINE

FLOOR PLANS

ma architects

2019,428 05/22/20 Z2.0



north elevation



east (rear) elevation



south elevation



west (front) elevation

2000 V\*A.Arrikele ) affate Baltinber unig-nei be paraesette

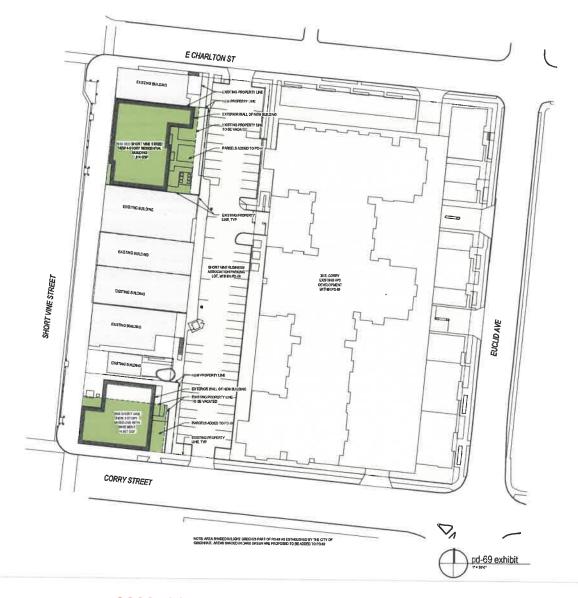




2600 SHORT VINE EXTERIOR ELEVATIONS

architects

2019.428 05/22/20 Z3.0







2600, 2630-2622 SHORT VINE STREET

PD-69 EXHIBIT

mia architects

2019.428 05/22/20 Z0.0

#### GENERAL NOTES:

THE OHID DEPARTMENT OF TRANSPORTATION "CONSTRUCTION AND MATERIAL SPECIFICATIONS", CURRENT EXITION, AND THE CURRENT FRULES AND REQULATIONS" OF THE LITY OF CHICANNAT SHALL CONSTRUCTION TEXES OR THIS PLAN, UNLESS OTHER SHALL CONSTRUCTION TEXES OR THIS PLAN, UNLESS OTHER SHALL CONSTRUCTION TEXES.

THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PER LOCAL, STATE, AND

WHERE PLANS REFER TO CONTRACTOR, IT MAY MEAN SUBCONTRACTOR AT THE GENERAL CONTRACTOR'S DISCRETION.

ALL WORK IN THE SHORT WINE, RIGHT OF WAY, INCLUDING UTILITY CUTS/TAPS WILL NEED A PERMIT FROM THE CITY OF CHICINNATI.

THE CONTRACTOR SHALL BE SOLLLY RESPONSIBLE FOR COMPLYIND WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL SAFETY RECORDING TOCKTHER WITH EXCROSING PRECAUTIONS AT ALL THISE TOR THE PROTECTION OF PERSONA AND PROPERTY. IT IS ALSO THE SEMPONSIBLITY OF THE CONTRACTOR AND SUB-CONTRACTOR'S) TO INITIATE MAINTAIN AND SUPERVISE ALL SAFETY REQUIREMENTS, PRECAUTIONS AND PROPERTY.

ITEM 201: CLEARING AND GRUBBING: THIS WORK CONSISTS OF CLEARING, GRUBBING, SCILIPING, REMOVING TREES AND STLMPS, AND REMOVING ALL VIGETATION AND CONSTRUCTION DEBRIS FROM THE LIMITS SHOWN ON THE PLANS, EXCEPT SLICH GRACTIS THAT ARE TO REMAIN OR ARE TO BE REMOVED ACCORDING TO OTHER ITEMS OF WORK.

USE REMOVED OR EXCAVATED MATERIALS IN THE WORK WHEN THE MATERIAL CONFORMS TO THE SPECIFICATIONS; IF NOT THEN RECYCLE, OR DISPOSE OF THE MATERIAL ACCORDING TO 100.15 AND

ALL ERCISION AND SEDMENT CONTROL SHALL BE IN ACCORDANCE WITH THE SUPPLY PLAN AND LOCAL AND OHO EPA REGULATIONS. THE CONTRACTOR IS RESENCISED FOR ALL INSPECTIONS AND REPORTING AS REQUIRED BY THE GOOD EPA FOR THE NATIONAL POLITICATE DISCHARGE ELEMENTED (UPDES) PERMIT, CONTRACTOR SHALL PROVIDE WRITTEN REPORTS TO THE OWNER AND KEEP COPY ON FILE.

DE LOCATIONS AND ELEVATIONS OF COSTING UITLITES SHOWN ON THIS PLAN HAVE BEEN DETERMINED THROUGH INFORMATION PROVIDED BY THE WINDOW DETERMINED THROUGH AND BY FIRD DETERMINED THROUGH HAVE BEEN COMMITTED THE WINDOW DETERMINED AND BY FIRD SERVICESHETT OF THE CONTRICTION OF COMMITTED THROUGH AND SHOPE IN THE LIFE LICATIONS AND ELEVATIONS OF ALL DESTROY UNITED THROUGH AND SHOPE IN THE CONTRICTION AND ADMINISTRATION OF ALL DESTROY OF ALL DESTROY OF THROUGH AND SHOPE IN THE CONTRICTION AND ADMINISTRATION OF A CHARGE THROUGH AND THROU

THE LOCATION, SUPPORT, PROTECTION AND RESTORATION OF ALL EXISTING UTILITIES AND APPARTENANCES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE INCLIDED IN THE UNIT PRICE BID FOR THE VARIOUS IELES.

THE DESIGN ENGINEER ASSUMES NO RESPONSIBILITY FOR THE MEANS, METHODS, PROCEDURES, TECHNOLIS, OR SOCIETIONS OF THE CONTRACTION, NOR FOR SAFETY ON THE JOS STEE OR THE CONTRACTION'S FAULURE TO COMPLETE THE WORK AS SEPCIFIED ON THIS PLAN.

THE CONTRACTOR SHALL RESTRICT ALL CONSTRUCTION ACTIVITIES TO THE PROJECT STE AND EXISTING RICHTS-OF-WAY, CONSTRUCTION AND PERMANENT EASEMENTS AND SHALL NOT TRESPASS UPON OTHER PROPERTY WITHOUT WRITTEN CONSENT OF THE PROPERTY OWNER.

ACCESS TO ADJOINING PROPERTIES SHALL BE MAINTAINED AT ALL TIMES.

ANY STORM PIPES DAMAGED DURING CONSTRUCTION SHALL EITHER BS RESTORED TO ITS ORIGINAL CONDITION OR CONNECTED TO THE STORM SEWER SYSTEM AS DIRECTED BY THE ENGINEER.

THE CONTRACTOR SHALL DISPOSE OF ALL SURPLUS EXCAVATION AS DIRECTED OR APPROVED BY THE DIRECT.

ALL TRENCHES SHALL BE BACKFILLED OR SECURELY PLATED DURING NON-WORKING HOURS.

ALL MANHOLES, FIRE HYDRANTS AND VALVE BOXES SHALL BE ADJUSTED TO FINAL GRADE AT THE CONTRACTOR'S EXPENSE.

ALL PROPOSES DESCRIBERATIONS SERVERS AND STRUCTURES ARE PRIVATE AND SHALL BE MANTANED BY THE OWNER, SUPPLY PIEC OF the ECOUNED SECT OF ONE SEE LANGER, PROPOSED STORM SCHEDE TOP, SEE SHALL BE THE PROPOSED STORM SCHEDE TOP, SEE SHALL BE THE SHALL BE THE SEE SHALL BE THE SEE SHALL BE THE SHALL BE TH BILOS BEDDONG THE BEDDONG CONSISTS OF STREETCHARL BACKEL EXTREMING AT LEAST 6 NOISES (150 MB) BELDWIR THE BOTTOM OF THE CONDUTT FOR THE FULL WIDTH OF THE TRENCH. COMPACT THE BODTOM ACCORDING TO \$11.00. USE THE 1 BEDDONG FOR 708.05, OR 708.051 MID 708.052 ON SLAB BOTTOMS, OR CORRUGATED INNERT PLATES.

PRINCIPALISA.

THE 2 BERNON CONSISTS OF STRUCTURAL BACCHILL EXTENDED AT LEAST 3 INCHES (73 MM) FOR PRINCIPAL BACCHILL EXTENDED AT LEAST 3 INCHES (73 MM) FOR PRINCIPAL BACCHILL BACCHIL

USE TYPE 2 BEDDING FOR TYPES A, B, C, AND D CONDUITS EXCEPT FOR LONG SPAN STRUCTURES AND FOR CONDUITS THAT REQUIRE TYPE 3 BEDDING.

COMPACTED FILLS SHALL BE MADE TO A MINIMUM OF THREE FEET ABOVE THE CROWN OF ANY PROPOSED SEMEN PRIOR TO TRENCHING FOR PLACEMENT OF SEMEN. ALL SILLS SHALL BE MISSECIED AND APPROVED BY THE PROJECT'S DEDIECHNICAL ENGINEER, OR PER COVERNING AGOICES APPROVAL.

CATCH BASINS AND/OR MANHOLES OVER 4 FEET SHALL BE FURNISHED WITH STEPS, MEETING COOTITEM 706.13, 711.13, 711.30, OR 711.51. CATCH BASINS LOCATED IN PAVEMENT AREAS SHALL HAVE FINGER DRAINS, (SEE DETAIL SHEET).

DISTANCES LISTED ON THE PLANS ARE FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.

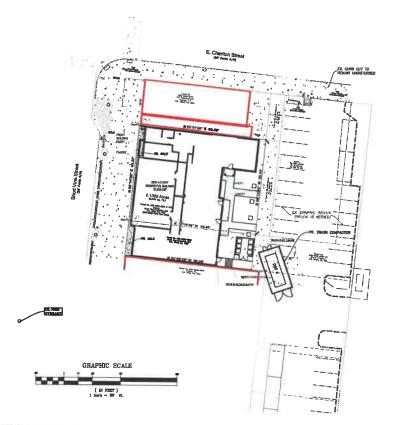
SITE BUILDING PAD EXCAVATION AND EMBANKMENT SHALL BE PER THE GEDTECHNICAL ENGINEER'S



PLANS FOR THE CONSTRUCTION OF A NEW MULTI-FAMILY RESIDENTIAL BUILDING KNOWN AS:

# 2630 SHORT VINE RESIDENTIAL

2630 SHORT VINE ST., HAMILTON COUNTY, OHIO MAY, 2020



#### DEPARTMENT/UTILITY TABLE:

CITY OF CINCINNATI BUILDINGS AND INSPECTION AND PERMIT CENTER (BUILDING & ZONING) 805 CENTRAL AVE; 5th FLOOR

DUKE ENERGY (ELECTRIC) BRIAN BACON TEL: 513-419-1547

GREATER CINCINNATI (MSD-SANITARY) 1600 CEST ST. CINCINATI, OHIO 45204 TEL: 513-244-1330

CITY OF CINCINNATI STORMWATER MANAGEMENT UTILITY (SMU) 4747 SPRING CROYE AVENUE CINCINNATI, OHIO 45233 TEL: \$13-591-5050

CITY OF CINCINNATI
DEPARTMENT OF TRANSPORTATION
AND ENGINEERING (DOTE)
801 PLUM ST., ROOM 450

CITY OF CINCINNATI FIRE PREVENTION BUREAU 430 CENTRAL AVE. CINCINNATI, OHIO 45202 FRED PRATHER 513-352-1685



OWNER: SHORT VINE PROPERTIES LLC 2718 SHORT VINE ST CINCINNATI OH 45219

CIVIL ENGINEERING: EVANS ENGINEERING 4240 AIRPORT RD., SUITE 211 CINCINNATI, OHIO 45226

SURVEYING: BERDING SURVEYING 741 MAIN STREET MILFORD, OHID 45150 (513) 831-5505 GERRY BERDING, P.S.

LOCATION MAP

#### INDEX:

TITLE SHEET & GENERAL NOTES
SITE CONSTRUCTION DETAILS
EXISTING CONDITIONS & DEMO PLAN
SITE DIMENSION PLAN
UTILITY SERVICE PLAN
GRADING PLAN
STORMWATER POLLUTION PREVENTION

#### STANDARD DRAWINGS:

THE FOLLOWING GOOT AND LOCAL STANDARD DRAWINGS SHALL BE CONSIDERED A PART OF THIS PLAN:

C8 1.1 (7-19-2019) CATCH BASINS NO® 2-2A & B C8 1.2 (1-15-2016) CATCH BASINS NO® 2-3 & 2-4 C8 2.7 (7-2016) CATCH BASIN NO. 3A MH 1.2 (1-15-2016) MAHRIEL NO. 3 PS-7.1 (7-20-2016) NEW OURS RAMPS WITH TRUNCATED DOMES



## CONSTRUCTION SEQUENCE:

THE CONSTRUCTION SEQUENCING FOR SITE WORK SHOULD BE SIMILAR IN NATURE TO THE FOLLOWING:

- 2. INSTALL EROSION AND SEQUENT CONTROL NEASURES.
- GRADING AND STRIPPING OF THE REMAINING AREAS OF THE DEVELOPMENT SITE OR PROJECT AREA.
- DEMOLITION OF EXISTING FEATURES. (DEMOLITION UNDER
- 5. INSTALL STORMWATER MANAGEMENT SYSTEMS.
- TEMPORARY VEGETATIVE STABILIZATION OR ERCSION AND SEDIMENT CONTROL MEASURES.
- 7. SITE CONSTRUCTION.
- 8. FINAL GRADING, STABILIZATION, AND LANDSCAPING
- 9. REMOVAL OF EROSION AND SEDIMENT CONTROL MEASURES

S ENGINEERING RPORT ROAD, SUITE 211 IATI, OHIO 45228 1-2168 EVANS I 4240 AIRPO CINCINNATI (513) 321-21



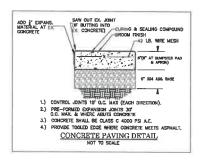
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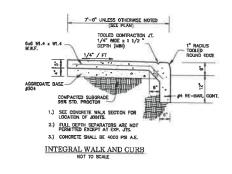
2630 SHORT WHE RESIDENTIAL TITLE SHEET & GENERAL NOTES MNE ST., COUNTY, 2630 SHORT CINCINNATI, HAMILTON

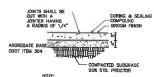
SCALE: HORIZ. VERT. 1"=20" N/A 08.NO. 19-194 OATE May. 22, 2020

SHEET NO.

C-1





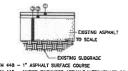


NOTE: 1.) CONTROL JOINTS 5' O.C. MAX.

2.) EXPANSION JOINTS 30' O.C. MAX.

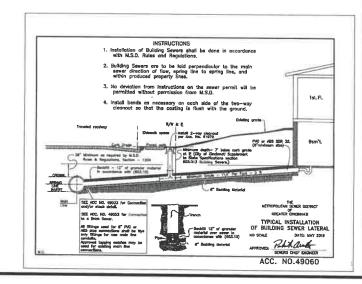
3.) CONCRETE SHALL BE 4000 PSI AE

CONCRETE WALK DETAIL
NOT TO SCALE



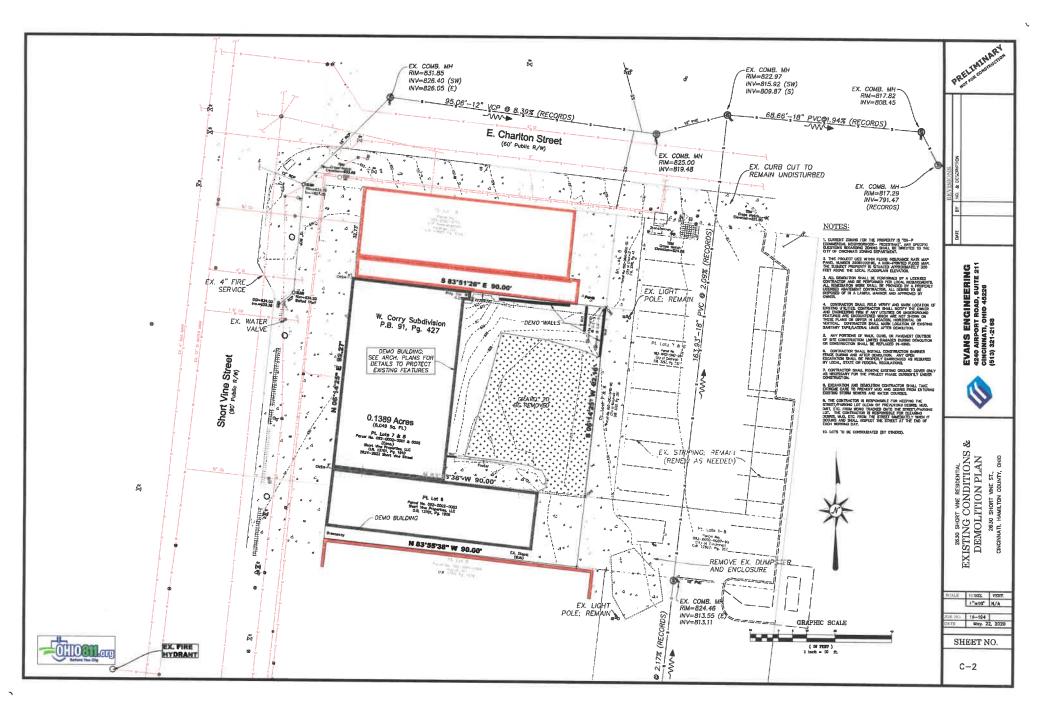
(D)TEM 448 - 1" ASPHALT SURFACE COURSE (D)TEM 448 - VARIED THICKNESS ASPHALT INTERMEDIATE COURSE (ONLY AS NEEDED) (D)EXISTING GRAVEL OR ASPHALT DRIVE (THICKNESS VARIES)

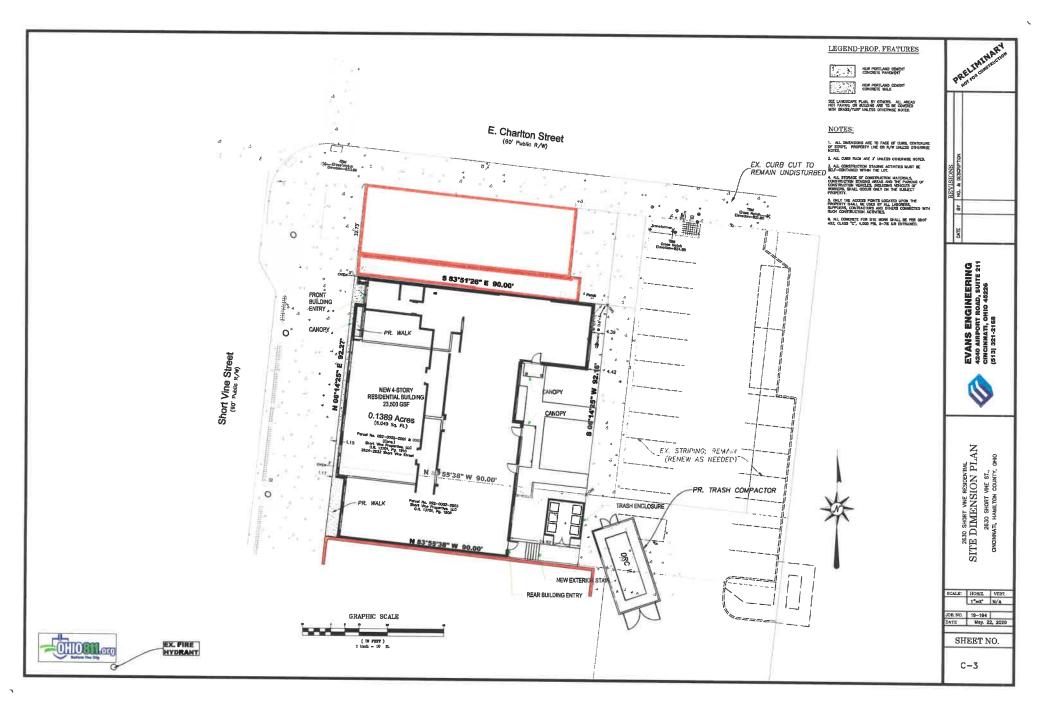
RESURFACING ASPHALT PAVING DETAIL NOT TO SCALE

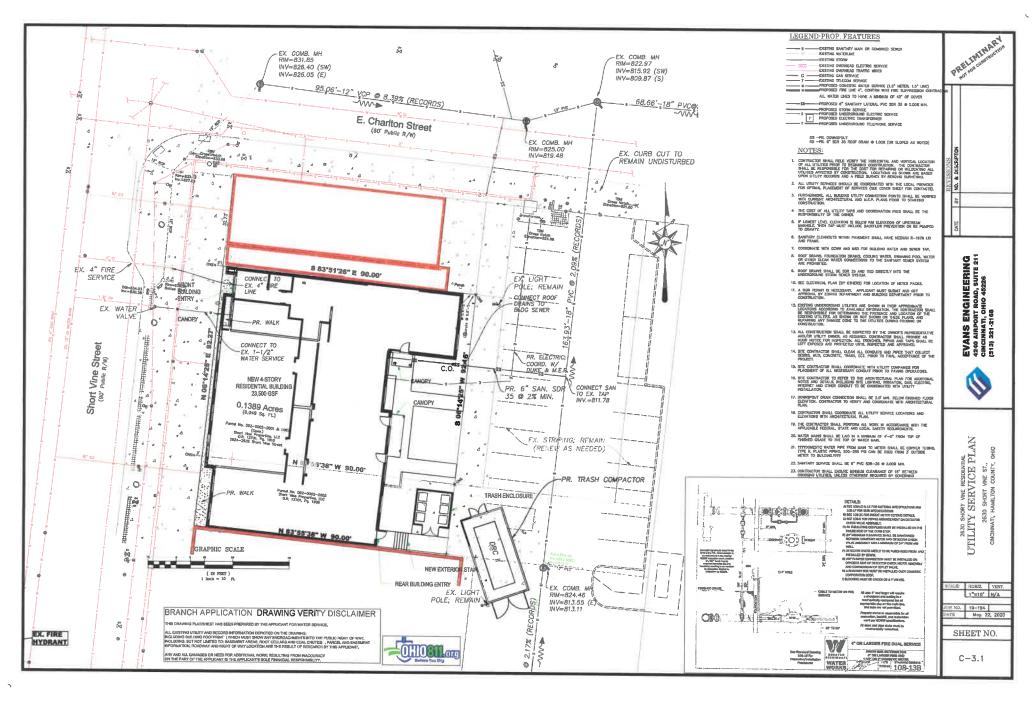


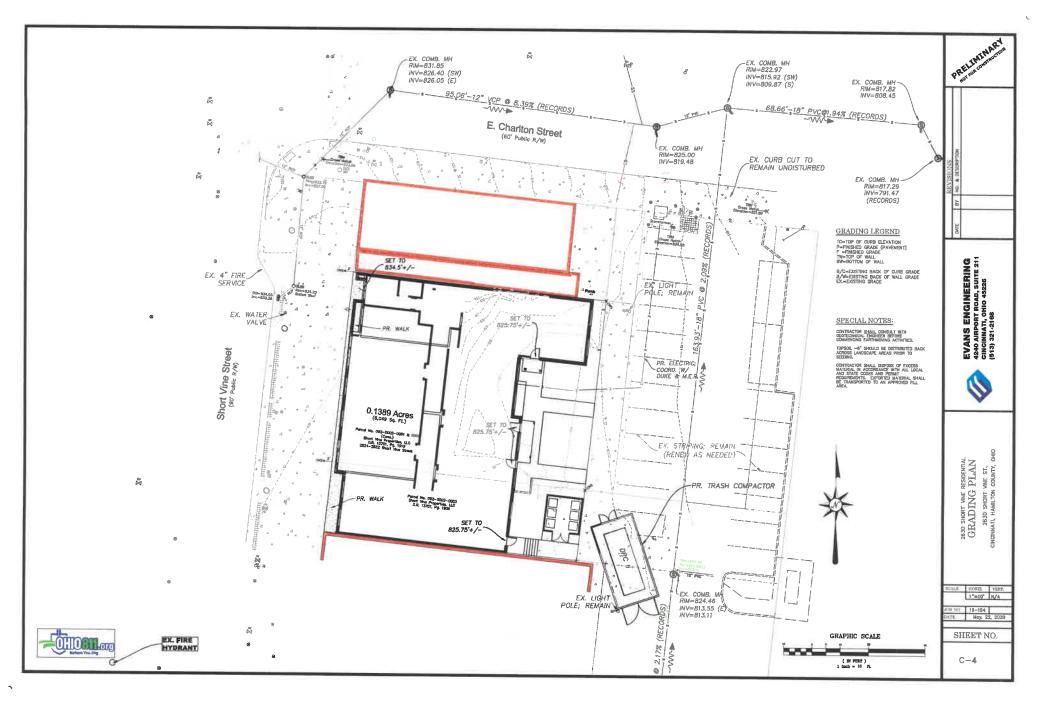












I. THE CONTRACTOR SHALL NOTIFY THE HAMALTON COUNTY ENGINEER AT LEAST FIVE (5) DAYS BEFORE COMMENCING ANY LAND DISTURBING ACTUMIES AND, UMLESS RAYAD BY THE LOCAL AUTHORITY, NALL BE REQUIRED TO HOLD A PRE-CONSTRUCTION MEETING BETWEEN PROJECT REPRESENTATIVES FROM THE LOCAL

L THE CONTRACTOR SHALL NOTIFY LOCAL AUTHORITY BY TELEPHONE AT THE

WING POINTS:

A. THE REQUIRED PRE-CONSTRUCTION MEETING.

B. TOLLOWING INSTALLATION OF SEDMENT CONTROL MEASURES.

C. PROOR TO REMOVAL OR MODIFICATION OF ANY SEDMENT CON

A COPY OF THE APPROVED SEENIENT AND EROSION CONTROL PLAN MUST BE VALABLE AT THE PROJECT SITE AT ALL TRAPS. 4. THE CONTRACTOR SHALL CONSTRUCT ALL EXCISION AND SEDIMENT CONTROL MEASURES PER THE APPROVED PLAN AND CONSTRUCTION SEQUENCE AND SHALL HAVE THEM INSPECTED AND APPROVED BY A LOCAL AUTHORITY REPRESENTATIVE PROR TO BEGINNING ANY OTHER LAND DISTRIBUANCES.

. THE CONTRACTOR SHALL ENSURE THAT ALL RUNOFF FROM DISTURBED AREAS IS RECTED TO THE SEDMENT CONTROL DEMOES AND SHALL NOT ROMOVE AN EROSION R SEDMENT CONTROL MEASURE WITHOUT PROF PERMISSION FROM A LOCAL WITHOUT TREPERENTATIVE.

B. THE CONTRACTOR MUST OBTAIN APPROVAL FROM THE LOCAL AUTHORITY GEFORE MY CHANGES TO THE SEMENT CONTROL FLAM MAYOR SEQUENCE OF CARRY CHANGES TO THE SEMENT CONTROL FLAM MAYOR SEQUENCE OF THE SEMENT CHANGES SHALL INCLUDED APPROPARED ESTS MAMORDISH FRANCISCO FRANCISCO TO ELEMANTE THE POTENTIAL FOR ADDICATABLE ENGINE MAYOR SEMENTET POLLUTION.

T. THE CONTRACTOR SHALL REPECT DALLY AND MAINTAIN DONTRINGUEST IN AN OFFICE CONTRACTOR SHALL REPECT DALLY AND MAINTAIN DONTRINGUEST IN AN UNIT, SUCH TIMES AN THEY ARE RESIDENCE WITH PRIOR PERSESSION FORM A LOCAL AND PROPERTY OF THE PROPER

#### SAFETY:

8. THE LOCAL AUTHORITY SITE REPRESENTATIVE ALWAYS HAS THE OPTION OF REQUIRING ADDITIONAL SAFETY OR SCIENCY CONTROL MEASURES IF DEEDED

MEDISANT, A WHICH DIS SENDENCH BY THE DIMENSI OF ROPEITURE, BASINS AND THAT WHICH DIS SENDENCH BY THE DIMENSI AND THAT WHICH DIS SENDENCH BY AN APPROPRIA BY THE PRODUCTION OF THE DIMENSI AND STREAMENS. HIS DESCRIPTION OF THE DIMENSI AND STREAMENS. HIS DESCRIPTION OF THE DIMENSI AND STREAMENS AND THE DIMENSI AND STREAMENS. HIS DESCRIPTION OF THE DIMENSI AND STREAMENS AND AND STREAME

10. STORM DRUM SHIETS IN MON-SLAP AREAS SHALL HAVE TEMPORARY ASPHALT PADS CONSTRUCTED AT THE TIME OF BASE PANIES TO DREET CUTTER FLOW INTO THE MLET'S TO AYOUT SURPOURCING AND OVERFLOW OF INLETS IN SLAP AREAS

II. STOCKPILE SLOPES SHALL NOT BE STEEPER THAN 2:1,

#### STABILIZED CONSTRUCTION PHIRANCES

12. THE CONTRACTOR SHALL PROTECT ALL POINTS OF CONSTRUCTION INCRESS AND EXCESS TO PREVENT THE DEPOSTOR OF MATERIALS ONTO PUBLIC ROADS, ALL MATERIALS GOOSTED ONTO PUBLIC ROADS SHALL BUT RETAINED IMPORTATION USING A STREET STREETER OF SOMPTE. CERRS SHALL BUT BY WASHED OFF PANED SHAVELD BY HIS STROM CAUSE.

13. CONSTRUCTION ENTRANCES SHOULD NOT BE RELIED UPON TO REMOVE MUD FROM VENICLES. VENICLES THAT ENTER AND LEAKE THE SITE SHALL BE RESTRICTED FROM MIDDLY AREAS OR CLEAKED BEFORE LEAVING SITE. ECHENT TRAPS AND BASINS

4. Sediment traps or basins are not permitted within therity (20) feet or No Dasting or proposed foundation or trapsic area. No structure may RE Constructed within therity (20) feet of an active sediment trap or

5. SEDIMENT TRAPS AND BASINS MUST HAVE STABLE MELDW AND OUTFLOW POINTS TO THAT WATER CAM DISCHARGE WITHOUT CAUSING ERGS ON.

18. SEDIMENT BASRIS/TRAPS SHALL HOT BE GREATER THAN FOUR (4) FEET IN

SEDGMENT MUST BE CLEANED, AND THE TRAP/BASIN RESTORED TO ITS ORIGINAL DISENSIONS, WHICH ACCUMULATION REACHES A HEIGHT HALF—WAY UP TO THE TOP OF THE DESIGNED HALDING AREA.

18. SEDIMENT REMOVED FROM TRAPS AND BASRIS SHALL BE PLACED AND STABLIZED BY APPROVED AREAS, BUT NOT WITHIN A PLOCOPLAN, WETLAND OR VEGETATION PRESERVATION AREA.

19. WHEN PLANNO SECURENT LADEN WATER, THE DISCHARGE MUST BE DIRECTED TO A SCOMMENT TRAPPING DEVICE PRIOR TO DISCHARGE TO A PLANCITIONAL STORM DRIAN SYSTEM, STABLE GROUND SURFACE, OR RELEASE FROM THE STE.

TEMPORARY & PERMANENT STARRIZATION

23. ALL AREAS NOT DRAWING TO A FUNCTIONING SEDMENT BASIN MUST BE FINAL GRADED AND STABILIZED WITH SOO OR SEED WITHIN SEVEN (7) CALENDAR DAYS OF ACHEMING PINAL CRADE.

24, ALL AREAS WITHIN FIFTY (50) FEET OF A STREAM MUST BE STABILIZED WITHIN TWO (2) CALENDAR DAYS OF ACHIEVING FINAL GRADE.

26. WIGH THE PROPERTY IS BROUGHT TO PRESED DRADE DURING THE MONTHS OF NOVEMBER THROUGH FLEWART, AND PERMANENT STABLIZATION IS FOUND TO BE MOVEMBER THROUGH FLEWART, AND PERMANENT STABLIZATION IS FOUND TO BE MOVEMBER THROUGH SHALL BE APPLIED TO MAKE THE FIRM PERMANENT STABLIZATION OF SUCH PROPERTY SHALL BE APPLIED THROUGH SHALL BE APPLIED TO MAKE IT SO OF MEMBER OF EXCHAING AND MAKE PART CONTINUES ALLIES APPLIED THROUGH SHALL BE APPLIED TO MAKE ITS OF CONTINUES ALLIES.

28. STORMMATER MANAGEMENT STRUCTURES, USED TEMPORATELY FOR SCIONDAY CONTROL, SHALL BE CONVEXTED TO THE PERMANENT CONFIGURATION THRITY (30) CAUSING DAYS FOLLOWING ESTABLISHMENT OF PERMANENT STABULZATION BY ALL CONTRIBUTION

30. POR PINSHED GRADING, THE CONTRACTOR SHALL PROVIDE ADEDIANE GRADELISE TO PROVIDE IN METER PROM PONDING FOR MORE BANK THENTY PROVIDE (A)4 HOURS WITH THE DOOR OF A RAMPALL POST). DORANGE COURSES AND SHALE ROOM RELEAS BANK THAT AS LIGHE AS FORTY BORT (4)4 HOURS HERE THE BIRD OF A RAMPALL PONT DO DRAMA. RESEARCH CONTRACT BORTOM PONT OF THE PROVIDED OF THE PROVIDED

31. ALL WASTE AND BORROW AREAS OFF-SITE MUST BE PROTECTED BY SEDMENT CONTROL MEASURES AND STABUSED. OTHER:

32. NO BOLID OF LIGHD WASTE, INCLUDING BULDING MATERIALS, SMALL BE OBSTANDED. THE CONTRACTOR MUST REMOVED, THE CONTRACTOR MUST REPLECTED IN CONTRACTOR MUST DESCRIPT THE OBSTANCE OF POLILITARIST TO THE DRAWAGE SYSTEM OF THE STIE OR SMAYOR WASTE WITH DISCONSISTING SHALL CONCRETE TRICOS WAST OUT DRECKT, WITH A DRAWAGE CHANNE, STORM SEWER OR SERVICE WASTE OUT DRECKT, WITH A DRAWAGE CHANNE, STORM SEWER OR

AS SEDIMENT MUST BE CLEANED FROM SLT FENCES AND MILLOH BERMS WHEN ACCUMULATION REACHES A HEIGHT OF HALF-WAY UP TO THE TOP

35. ALL SLOPES STEEPER THAN 3:1 REQUIRED GRADE TREATMENT, ETHER STAR-STEP GRADBIOL GROOVING, FURROWING, OR TRACKING IF THEY ARE TO BE STABILDED WITH YEOGYATION.

38. AREAS WITH GRADES LESS STEEP THAN 3:1 SHOULD HAVE THE SOIL SURFACE LIBHTLY ROUGHENED AND LIDGSE TO A DEPTH OF TWO (2) TO FOUR (4) INCHES PRIOR TO SEEDING.

37. CONSTRUCTION AND DEMOLITION DEBRES MUST BE DISPOSED OF IN ACCORDANCE WITH LOCAL AND STATE STATUTES.

ADDITIONAL STORMWATER POLLUTION PREVENTION NOTES:

UALESE OTHERWISE MOTED, STANDARDS AND SPECIFICATIONS ESTABLISHED IN THE LATEST EDITION OF THE DIED DEPARTMENT OF NATUREA. RESOLUCES TRANSMETER AND A UNIVERSITY OF THE COSTON AND SEDIMENT CONTROL DISTRICT, SHALL COVERN THE EROSION AND SEDIMENT CONTROL MISTALLATIONS SPECIFIED ON THIS PLAN.

THE DEVELOPER AND CONTRACTOR SHALL ASIDE BY THE RULES AND REGULATIONS SET FORTH IN THE CHIC EPA PERMIT NO. CHCOCOCCH—"AUTHORIZATION FOR STORM WATER CISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (HPDES)."

CONTRACTOR SHALL REMOVE EXISTING CROUND COVER ONLY AS NECESSARY FOR THE PROJECT PHASE CURRENTLY UNDER CONSTRUCTION

SEMBOY COMPRE. STRUCTURES SHALL BE PRINCIPOLAR. THROUGHOUT THE COURSE OF EARTH DISTARBING ACTIVITY. SEMBOYS MADE SHALL BE RESERVED FORCES SHALL BE RESERVED FORCES TO ALL BE RESERVED FORCES TO ALL BE RESERVED FORCES TO THE SHALL CONTINUE TO PRINCIPOLAR THE RESERVED FORCES AND ALL BE TO THROUGH WITH. THE UP SLOPE DEVELOPMENT MESA. IS RESTARBULED. AS CONSTRUCTION FORCESSES AND USE TOPOGRAPHIC IS ALIESCE, APPROPRIATE CONTINUES ALIESCE, ALIESCE, APPROPRIATE CONTINUES ALIESCE, A

SOIL STOCKPILED MUST BE STABLIZED AND PROTECTED WITH SEDIMENT TRAPPING TO PREVENT ZOIL LOSS.

SLT FENCES AND "NUET FILTERS" ARE TO BE CONTINUOUSLY MAINTAINED BY THE DEVELOPER AND/OR CONTRACTOR UNIT, ALL DANCER OF EROSPON/SEDMENTATION OCCURRING HAS BEEN ELBINATED.

ALL CYCLING SURFACE AREAS THAT HAVE BEEN EXPOSED OR LEFT BANS AS A RESULT OF CONSTRUCTION AND ARE TO FINAL CRADE AND ARE TO ROMAN 83, SANLL BE SEEDED AND MALCHES HAS SOON AS PRACTICAL, IN ACCORDANCE WITH STATE OF ORIO SPECIFICATION (TIM 558, AND PER TABLE LISTED ON THIS SHEET TSTARIJEZADON.)

EXCAVATION CONTRACTOR SHALL TAKE EXTREME CARE TO PREVENT MUD AND DEBRIS FROM ENTERING EXISTING STORM SEVERS AND MATER COMPRESS

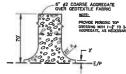
THE CONTRACTOR IS RESPONSIBLE FOR KEEPING THE STREET/MARKING LOT CLEAN BY PREMIATING CREMES, MAD, BITY, ETC. PROMISENS BONG READED BY THE STREET/MARKING LOT. HIT CONTRACTOR IS THE CONTRACTOR IS A READED BY THE STREET AT THE BOY OF LICH WORKING LOT.

DUMPSTERS AND PORT-O-LETS ARE NOT TO BE CLOSER THAN 20' FROM SPECIAL NOTES:

1. DURNO CONSTRUCTION, THE PROPERTY MUST HAVE A MEDIUM PROPEY (20) FOOT NON CONSTRUCTION ENTRANCE MARYANCE OF STONE MATERIAL.

3. DURING CONSTRUCTION, DURING MUST BE REMOVED AS APPROPRIATE, BUT AT

A. CLERKO CONSTRUCTION, ERCEGO CONTROL MUST BE MAINTAINED ON THE PROPERTY HOLLOUIS PERMITER CONTROL, E.G. STRAW BALE BARRIERS, ERCEGON FORDING, ETC.



STABILIZED CONSTRUCTION ENTRANCE (ONLY IF MICESSARY)

#### TEMPORARY AND PERMANENT SEEDING:

B. PERTUZER (N. LIEU OF A SIGLE TEST RECOMMUNICATION) SHALL BE APPLIED AT A RATE OF 12-15 FOUNDS (28 POINTS FOR PERSONNET SECOND) PER 1000 BF OF 10-10-10 ON 12-12-12 ANALYSIS OR SOUTHWARMS. 1.2 SETTING

1. DATE 2. PERSAL RYTORAGE 3. TALL PERSON 1. PÉREN. RYEGRASII 2. RYE 3. INFERT 4. TALL FESQUE 1 LBS 3 LBS 3 LBS 1 LBS

1. PERMANENT SEZONG MEXTURE SECURIO PORCO TYPE 1. CREDING RED PERCUE O.S LES DOMESTIC RYDONAIS (1.29 LES REDITUCKY BLUEDA-SI (1.29 LES 1. TALL PERCUE : LES 3. CREMP PERCUE : LES 2-1 SEEDING FOR STEEP BANKS OR CLITS

1. TALL FEBRUE 2. CROMOVETCH TALL FEBRUE 3. FLATIFEA TALL FEBRUE 2-2 SECURIO FOR WATERWAYS AND ROAD DITCHES

SPERIC, SEAMER 1. YALL FESCIE AND FAIL 1 (88 a. APPLY THE SIZED INSTIDUCT, WITH A CYCLONG SERENT, CHELL, CHATTPACKUR SEZIES, CH PACKURSERS (SLEEPS MAY INCLUDE SEZE AND FERTILIZED) PREFERENCY ON A FINAL ANSIS SEZEDIOS. SIZED SEZES OF RYE NO DECEMBER THAN ONE (1) NOS. SIZED SYCETAMES NO DECEMBER THAN ONE (2) NOS. SIZED SYCETAMES (1) OF AND SIZED.

TEMPOLARY, AND PERSONNERT SEEDING CONT.) C. WICH FEASURE, EXCEPT WHERE A CULTPACKER TYPE SESSER IS USED, THE SESSERALD BE FRANCE FELLOWING SECOND OPERATIONS WITH A CULTPACKER, ROLLER, OR LIGHT LAND SECOND OPERATIONS WHILE BE ON THE CONTIDUE.

D. OTHER SEXURE SPECIES MAY BE SURSTITUTED FOR THESE MAYDINGS.

C. THESE SEEDING PARTES HEED TO BE INCREASED TWO TO BAREE TIMES IF THEY ARE TO BE USED AS A CAME.

2. DOMENT SOTONS

3. 16.6 (319)

A. TEMPORARY SEEDING-AFTER NOVEMBER 1, USE MULCH DILY.

R. PERMANENT SEEDING— SEEDINGS ENGLED NOT BE PLANED FROM OCTOBER 1 THROUGH HOVEMBER 20. THE FOLLOWING METHODS MAY BE USED TO MAKE A

2: FROM MOV. 30 THROUGH MARCH 13, WHIN BOX, CONDITIONS PARMY, PREPARE SEDICED, LIME AND PERTILIZE, APPLY THE SELECTED SEED MOCKINE, AND MALCH AND ANGROE. INCREASE THE SECOND RATES BY SOM FOR THIS YIVE OF

A. MEACH SHALL CONSIST OF SHALL GRAIN STRAIT (PREFEDRALLY INHEAT OR RYC) AND SHALL BE APPLIED AT THE RATE OF THIS TORS PER ACRE OR TOO POLICES PER 1000

B. SPIEAD THE MELCH UNFORMLY BY HAND ON MICHARICALLY SO THE SOL SURFACE IS COVERED.

C. MELON MICHORIAN MICHORIA SERVICE CREMENTS, OR SMALLAR TYPE TOOL SET STRAIGHT TO PARAGE OF AN ADMINISTRATION OF A MACHINETY SERVICE AND A MACHINETY

SUPPLY NEW SEEDLINGS WITH ADEQUATE WATER FOR PLANT CROWTH LIMIT, THEY ARE FIRST RESTAULISHED.

#### STABILIZATION:

DISTURBED AREAS MUST BE STABLIZED AS FOLLOWS:

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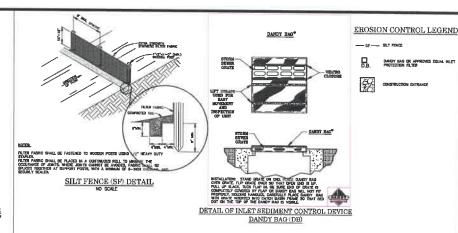
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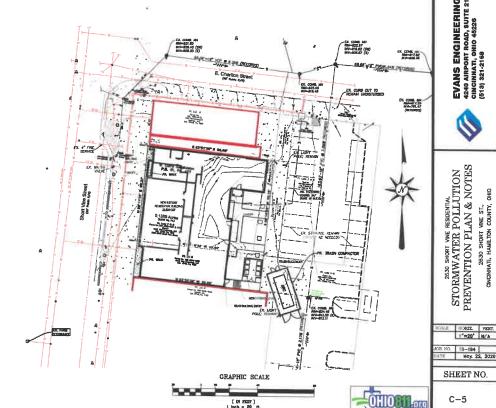


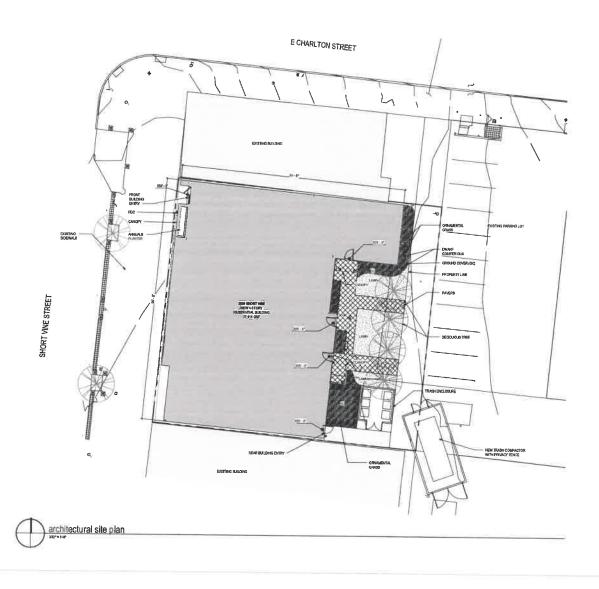
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ENGINEERING ORT ROAD, SUITE 211 TI, OHIO 45226 2168

EVANS E 4240 AIRPO CINCINNATI (513) 321-21

1"=20" N/A







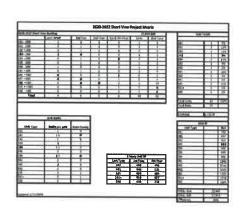


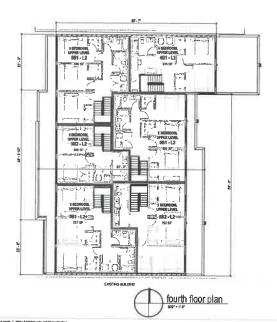
# 2630-2622 SHORT VINE STREET

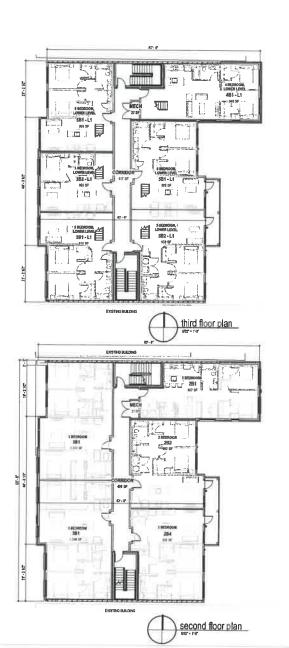
ARCHITECTURAL SITE PLAN

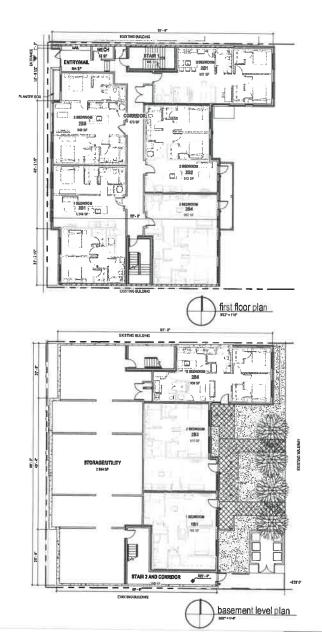


2019,428 05/22/20 Z1.0













2630-2622 SHORT VINE STREET

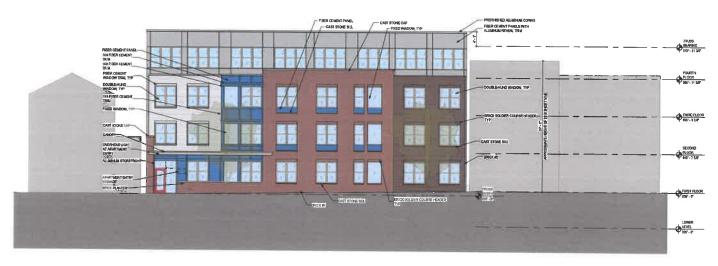
FLOOR PLANS

m architects

2019,428 05/22/20 Z2.0



east elevation



west elevation





2630-2622 SHORT VINE STREET ELEVATIONS

ma architects

2019.428 05/22/20 Z3.0



# Corryville Community Council, Inc.

May 12th, 2020

To: Mr. Byron Stallworth, Chair, Cincinnati Planning Commission

RE: Corryville Community Council Support for Short Vine Developments

Dear Mr. Stallworth,

The Corryville Community Council submits this letter of support for Uptown Rental Properties' major amendment to Planned Development (PD) District 69. The Uptown Rental Properties team has presented this pair of projects to both the Board and General Membership. Throughout their engagement, they have highlighted the historical challenges to this project, which is why we explicitly support amending the VP3 Planned Development (PD-69) to include new construction on the following parcels:

- 2600-2604 Short Vine & 4 E Corry (Corner building)
- 2622-2632 Short Vine (Mid-Block building)

We additionally support the intended uses of the new construction—a restaurant space and 27 units of student housing—to revitalize these currently vacant, blighted properties.

The Community Council and Uptown Rental Properties are aligned in their priority of improving and populating Corryville's largest business district, which is why we support the aforementioned changes and uses.

Sincerely,

Leah Hollstein

Secretary

Corryville Community Council

eal Hollstein



May 12th, 2020

To: Mr. Byron Stallworth, Chair, Cincinnati Planning Commission

RE: Short Vine Association Support for Short Vine Developments

Mr. Stallworth,

The Short Vine Association submits this letter of support for Uptown Rental Properties' major amendment to Planned Development (PD) District 69. The Uptown Rental Properties team has presented this pair of projects to both the Board and General Membership. Throughout their engagement, they have highlighted the logistical challenges to this project, which is why we explicitly support amending the VP3 Planned Development (PD-69) to include new construction on the following parcels:

- 2600-2604 Short Vine & 4 E Corry (Corner building)
- 2622-2632 Short Vine (Mid-Block building)

We additionally support the intended uses of the new construction—a restaurant space and 27 units of student housing—to revitalize these currently vacant, blighted properties.

The Short Vine Association and Uptown Rental Properties are aligned in their priority of improving and populating the Short Vine business district and supporting our merchants, which is why we endorse a major amendment and accompanying uses.

Sincerely,

Vice President, Short Vine Association



March 11, 2020

Mrs. Anne F. McBride McBride Dale Clarion 5721 Dragon Way, Suite 300 Cincinnati, Ohio 45227

Re: 2600 & 2604 Short Vine Street and 4 Corry Street | 2600 Vine Mixed-Use (P) – (CPRE200022) Initial Comments and Recommendations

Dear Mrs. McBride.

This Preliminary Design Review letter informs you that our Advisory-TEAM has reviewed your proposed project at <u>2600 & 2604 Short Vine Street and 4 Corey Street</u> in the Community of Corryville. We hope that the information provided below will help you move forward with your project. Please see our initial feedback listed below. We strongly recommend that you return to us for either a Development Design Review or Technical Design Review before you get ready for permitting. Thank you for developing within the City of Cincinnati.

## **City Planning Department**

## Immediate Requirements to move forward with project:

 2600 Short Vine Street is zoned CN-P. 2604 Short Vine Street and 4 Corry Street are zoned PD-69 (VP3). A zone changes from CN-P to PD is necessary and would be considered a Major Amendment to the Concept Plan for PD-69.

## Requirements to obtain Permits:

- 1. Consolidation Plat required to be recorded with Hamilton County.
- 2. It appears that a subdivision of land would be required to divide the portion of the parcel fronting Short Vine from the existing parking lot.
- 3. Any sale of City-owned property will require review by the City Planning Commission.

## **Recommendations:**

1. It is advised that the applicant engage with the Corryville Community Council.

#### Contact:

• Samantha McLean | City Planning |513-352-4886 | samantha.mclean@cincinnation.gov

## **Buildings & Inspections - Zoning**

## Immediate Requirements to move forward with project:

- Assuming the site is re-zoned to a PD, the urban design, facade articulation, building placement, setbacks, parking and density would be reviewed and coordinated by the City Planning Department.
- The zoning code definition of family limits the number of unrelated people living in the same unit to four people and thus each unit could have a maximum of four bedrooms assuming one person per bedroom and thus the design of the units should reflect a maximum of four bedrooms per unit.
- 3. Parcel consolidation prior to building permit.



## Requirements to obtain Permits:

1. None.

#### Recommendations:

None

#### Contact:

Weston Munzel | Zoning | 513-352-2442 | weston.munzel@cincinnati-oh.gov

## Metropolitan Sewer District (MSD)

Immediate Requirements to move forward with project:

None

## Requirements to obtain Permits:

1. An approved site utility plan will be required to receive approved permit.

2. Your project may change flow to a sewer overflow. Please complete the Request for Availability of Sewer Service Form online. The link to the online form can be found at <a href="http://www.msdgc.org/customer\_care/development\_services/index.html">http://www.msdgc.org/customer\_care/development\_services/index.html</a>

 Your project will require a grease trap review. The application and instructions can be found at http://msdgc.org/customer\_care/permits\_and\_records/index.html. Submit the application, plans, and menu to SewerUseApplications@cincinnati-oh.gov

#### Recommendations:

None

#### Contact:

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

## Stormwater Management Utility (SMU)

Immediate requirements to move forward with project:

None

#### Requirements to obtain Permits:

1. Detention requirements:

- Show C value composites for pre and post construction conditions. If post C-value shows an increase of 20% or more, SMU will require a detention system.
   See chapter 12 of SMU rules & regulations https://www.cincinnati-oh.gov/stormwater/assets/File/smu\_rules\_and\_regs(1).pdf.
- o If detention is required, submit calculations, drainage map, section drawing of detention control structure and detention shop drawings. Site is located in combination sewers area; therefore, design calculations may follow MSD rules.
- 2. Pipes in the R/W must be RCP or DIP (RCP for covers 3' > only). Show profiles for all Stormwater pipes in public R/W.
- 3. Roof drainage: show downspouts connections to sewer system. Add note on site plan: "All downspouts to connect to sewer system."

4. Submit an approved Erosion/Sediment control plan for the entire site

Add SMU Standard Plan Notes (https://cincinnati-oh.gov/stormwater/construction-and-design/standards/standard-plan-notes-updated-july-2017/)

## Recommendation:

None

#### Contact:



• Saidou Wane | SMU | 513-591-7746 | saidou.wane@cincinnati-oh.gov

## **Water Works**

## Immediate requirements to move forward with project:

None

## Requirements to obtain Permits:

- 1. The subject development property is receiving water service from an existing 1-1/2-inch water service branch (H-258720) connected to the 12-inch public water main in Short Vine Street.
- 2. Any existing water service branch not to be used for this development, must be properly disconnected at the owner's / developer's expense. Owner would be required to fill out the online FOD form at https://www.cincinnati-oh.gov/water/engineering-construction/forms-specifications/fod/ authorizing removal of the existing water service branch before any new water service can be sold.
- 3. All new water service branches can be connected to the existing 12-inch public water main in Short Vine Street or the 12-inch public water main in E. Corry Street.

#### Recommendations:

- 1. Owner(s)/Developer(s) will need to hire a Greater Cincinnati Water Works certified licensed and bonded fire protection company and plumber to perform the private water service branch design work and installation.
- Owner(s)/Developer(s) must have a licensed fire protection company and plumber that is bonded and certified with GCWW and fill out the Online Branch application https://www.cincinnati-oh.gov/water/engineering-construction/forms-specifications/ for water service.

#### Contact:

Bill Morris | WaterWorks | 513-591-7858 | bill.morris@gcww.cincinnati-oh.gov

## **Fire Department**

## Immediate Requirements to move forward with project:

1. Confirm that the closest two hydrants have fire flows of at least 1000 GPM at 20 PSI.

#### Requirements to obtain Permits:

- 1. For this structure confirm that there are at least two fire hydrants that are within 400' from all parts of each structure.
- 2. Closest hydrants are located at 2617 Short Vine Street, 1 W. Corry St. and 1 E. Corry
- 3. Confirm that the Fire Department Connection is within 50'of a fire hydrant.
- 4. Use of Hydrants and FDC placement are not to block fire apparatus access to the structures.

## Recommendations:

None

#### Contact:

Fred Prather | Fire Dept. | 513-357-7595 | fred.prather@cincinnati-oh.gov



## Office of Environmental Sustainability (OES)

Immediate Requirements to move forward with project:

None

## Requirements to obtain permits:

None

#### Recommendations:

- 1. The development goal should be to earn at a minimum the LEED Certified rating level.
- 2. Rooftop solar should be considered in the design as a renewable energy source.
- 3. Site areas designated for trash dumpsters or carts should also have at least equal space designated for recycling dumpsters or carts in the design.
- 4. The use of trees in the landscape design should be included to enhance urban forestry.
- 5. The use of non-impervious surfaces should be maximized to the extent practical in the design.

#### Contact:

Howard Miller | OES | 513-352-6999 | howard.miller@cincinnati-oh.gov

## **Police Department**

Immediate Requirements to move forward with project:

None at this time.

## Requirements to obtain Permits:

No Comments.

#### Recommendations:

None

#### Contact:

- Matt Hammer | Police Dept. | 513-478-2257 | matt.hammer@cincinnati-oh.gov
- Brandon Kyle | Police Dept. | brandon.kyle@cincinnati-oh.gov

## **Health Department**

Immediate Requirements to move forward with project:

None

## Requirements to obtain Permits:

- A food facility plan review by the Cincinnati Health Department (CHD) will be required if
  future or current space (or tenant) is licensable (or is currently licensed) as a food
  service operation (FSO) or retail food establishment (RFE). If licensable, plumbing will
  not issue permits until CHD has completed the food facility review and approved the
  project.
- 2. Recommendations:

#### Recommendations:

1. For assistance in determining whether facility is licensable as an FSO/RFE or not, please contact Trisha Blake.

#### Contact:

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



## **Department of Transportation & Engineering (DOTE)**

Immediate Requirements to move forward with project:

None

## Requirements to obtain Permits:

- 1. Work with Duke on the property transfer and the existing easement.
- 2. An easement is needed for the overhang of the building.
- 3. Work with Jason Barron (513-621-2453) on the location of the Red Bike station.
- 4. The 2 arches for the walkway need to be returned to the owner.
- 5. The City light poles on the City property along the walkway need to be returned. Contact Curtis Hines to coordinate at 352-3462.
- 6. Remove old driveway apron and restore to meet City Standards.
- 7. All work in the right of way requires a DOTE permit.
- 8. Addressing has been assigned as: 2600 Short Vine St for the commercial space; 2602 Short Vine St for the apartments. Please contact DTEaddress@cincinnati-oh.gov with any questions.

#### Recommendations:

None

## Contact:

Morgan Kolks | DOTE | 513-352-5285 | morgan.kolks@cincinnati-oh.gov

## Buildings & Inspections - Buildings

## Immediate Requirements to move forward with project:

1. Plans lack information to enable a response.

## Requirements to obtain Permits:

• None at this time.

#### **Recommendations:**

None

#### Contact:

Robert Martin | B&I Plans Exam | 513-352-2456 | robert.martin@cincinnati-oh.gov

## Department of Community & Economic Development (DCED)

Immediate Requirements to move forward with project:

None

## Requirements to obtain Permits:

None

#### Recommendations:

DCED intends to sell City property to facilitate this project. However, before the sale can
occur, we are recommending that the developer work with DCED, Planning, and DOTE
to outline the steps necessary to complete a zone change, lot split, and sale of the City
parcel.

## Contact:

Bob Bertsch | DCED | 513-352-7373 | bob.bertsch@cincinnati-oh.gov



## **Law Department**

Immediate Requirements to move forward with project:

None

## Requirements to obtain Permits:

None

## Recommendations:

- 1. Submit plans that show property lines.
- 2. The proposed plan shows construction on a City-owned parcel that abuts 2600 Short Vine to the north.
- 3. The sale of city-owned property requires:
  - o Coordinated Report
  - o Appraisal
  - o City Planning Commission approval
  - o City Council approval.

## Contact:

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

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

Sincerely

Rodney D. Ringer

Development Manager

RDR: rdr

## **EXHIBIT H**



March 17, 2020

Mrs. Anne F. McBride McBride Dale Clarion 5721 Dragon Way, Suite 300 Cincinnati, Ohio 45227

Re: 2622-2630 Short Vine Street | Multi-family (P) – (CPRE200030) Initial Comments and Recommendations

Dear Mrs. McBride.

This Preliminary Design Review letter informs you that our Advisory-TEAM has reviewed your proposed project at <u>2622-2630 Short Vine Street</u> in the Community of Corryville. We hope that the information provided below will help you move forward with your project. Please see our initial feedback listed below. This project will need to return to us for either a Development Design Review or Technical Design Review before you get ready for your zone change submittal and permitting. Thank you for developing within the City of Cincinnati.

## **City Planning Department**

## Immediate Requirements to move forward with project:

1. None. No subdivision appears to be proposed.

## Requirements to obtain Permits:

1. Both properties (2622 and 2630 Short Vine Street) are zoned CN-P which allows multifamily development with some limitations. A zone change from CN-P to PD-69 which adjoins the property on the east is necessary in order to address proposed demolition and variances to setbacks etc. Hence a Major Amendment to the Concept Plan for PD-69 need to be undertaken by the City's Department of City Planning.

#### Recommendations:

1. The Department of City Planning recommends that the applicant engage with the Corryville Community Council to discuss the proposed plans for the site.

#### Contact:

• Felix Bere | City Planning |513-352-4846 | felix.bere@cincinnati-oh.gov

## **Buildings & Inspections – Zoning**

## Immediate Requirements to move forward with project:

- Assuming the site is re-zoned to a PD, the urban design, facade articulation, building placement, setbacks, parking and density would be reviewed and coordinated by the City Planning Department.
- The zoning code definition of family limits the number of unrelated people living in the same unit to four people and thus each unit could have a maximum of four bedrooms assuming one person per bedroom and thus the design of the units should reflect a maximum of four bedrooms per unit.



3. More info on parking is needed; 0.5 spaces per bed if rented by the bed; 1 space per unit if rented by the unit.

## Requirements to obtain Permits:

None

#### Recommendations:

None

#### Contact:

Weston Munzel | ZPE | 513-352-2442 | weston.munzel@cincinnati-oh.gov

## **Metropolitan Sewer District (MSD)**

Immediate Requirements to move forward with project:

None

## Requirements to obtain Permits:

- Detention will be reviewed by Jeff Chen at jeff.chen@cincinnati-oh.gov or 513-244-1357 per Section 303 of the MSD Rules and Regulations.
- 2. An approved site utility plan will be required for each residence to receive approved permit.
- 3. Your project may change flow to a sewer overflow. Please complete the Request for Availability of Sewer Service Form online. The link to the online form can be found at http://www.msdgc.org/customer\_care/development\_services/index.html

#### Recommendations:

None

## Contact:

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

## Stormwater Management Utility (SMU)

## Immediate requirements to move forward with project:

None

## Requirements to obtain Permits:

Site Plan, add note: "All downspouts to connect to underground sewer system."

#### Recommendation:

None

#### Contact:

Saidou Wane | SMU | 513-591-7746 | saidou.wane@cincinnati-oh.gov

#### Water Works

## Immediate requirements to move forward with project:

None

#### Requirements to obtain Permits:

 The subject development property is receiving water service from existing 3/4-inch water service branch (H- 18424), 1-1/2-inch water service branch (H-57691), and a 4-inch Fire Branch (H-286561) which are connected to existing 12-inch public water main in Short Vine Street.



- 2. Any existing water service branch not to be used for this development, must be properly disconnected at the owner's / developer's expense. Owner would be required to fill out the online FOD form at https://www.cincinnati-oh.gov/water/engineering-construction/forms-specifications/fod/ authorizing removal of the existing water service branch before any new water service can be sold.
- 3. Please note the 3/4-inch and 1-1/2-inch water service branches, according to Water Works records indicate the existing private side of the water service line (H-18424) and (H-57691) at this site are a Lead Service line. In accordance with CMC Chapter 401 Division M, must be replaced with copper service line. Please contact the GCWW Lead Service Line Replacement Coordinator Kathleen Frey at (513) 591-5068 Please call 513-651-5323 and/or refer to http://www.cincinnati-oh.gov/water/lead-information/.

#### Recommendations:

- 1. Owner(s)/Developer(s) will need to hire a Greater Cincinnati Water Works certified licensed and bonded plumber to perform the private water service branch design work and installation.
- 2. Owner(s)/Developer(s) must have a licensed plumber that is bonded and certified with GCWW and fill out the Online Branch application https://www.cincinnatioh.gov/water/engineering-construction/forms-specifications/ for water service.

## Contact:

• Bill Morris | WaterWorks | 513-591-7858 | bill.morris@gcww.cincinnati-oh.gov

#### **Fire Department**

## Immediate Requirements to move forward with project:

1. Confirm that the closest two hydrants have fire flows of at least 1000 GPM at 20 PSI.

#### Requirements to obtain Permits:

- 1. Confirm that there are at least two fire hydrants that are within 400' from all parts of the structure.
- 2. Closest hydrants are located at 2617 Sort Vine Street, 21 E. Charlton St and 2715 Sort Vine Street,
- 3. Hydrants and FDC placement are not to block fire apparatus access to the structures.
- 4. Sec. 1229-5. Location of Buildings and Structures.
- 5. Confirm that the Fire Department Connection is within 50'of a fire hydrant.
- 6. If the structure is greater than four stories the owner is to use Siamese connections for his FDC/s.
- 7. Bidirectional antenna for fire department communication maybe required for the structures
- 8. Post indicator valves cannot be more than 40 feet from the building it services.

#### Recommendations:

For larger structures it is strongly recommended that the owner install a second Fire
Department Connection on the structure, such connections should be remote from the
other Fire Department Connection. This recommendation is based on the size and
location of the structure.



#### Contact:

Fred Prather | Fire Dept. | 513-357-7595 | fred.prather@cincinnati-oh.gov

## Office of Environmental Sustainability (OES)

Immediate Requirements to move forward with project:

None

## Requirements to obtain permits:

None

#### **Recommendations:**

- 1. Due to the age of the existing buildings, asbestos, lead based paint, and other hazardous building materials should be surveyed and, if needed, abatement should be conducted following all applicable regulations prior to their demolition.
- 2. The development goal should be to earn at a minimum the LEED Certified rating level.
- 3. Rooftop solar should be considered in the design as a renewable energy source.
- 4. Site areas designated for trash dumpsters or carts should also have at least equal space designated for recycling dumpsters or carts in the design.
- 5. The use of trees in the landscape design should be included to enhance urban forestry.
- 6. The use of non-impervious surfaces should be maximized to the extent practical in the design.

#### Contact:

• Howard Miller | OES | 513-352-6999 | howard.miller@cincinnati-oh.gov

#### **Police Department**

Immediate Requirements to move forward with project:

None at this time.

#### Requirements to obtain Permits:

No Comments.

## Recommendations:

None

#### Contact:

- Matt Hammer | Police Dept. | 513-478-2257 | matt.hammer@cincinnati-oh.gov
- Brandon Kyle | Police Dept. | <u>brandon.kyle@cincinnati-oh.gov</u>

## **Health Department**

Immediate Requirements to move forward with project:

None

## Requirements to obtain Permits:

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

## Recommendations:

None

#### **Contact:**

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



## **Department of Transportation & Engineering (DOTE)**

## Immediate Requirements to move forward with project:

None

## Requirements to obtain Permits:

- 1. Restore the streetscape to match the existing.
- 2. A DOTE permit is needed for all work in the right of way.
- 3. Final addresses to be assigned by DTEaddress@cincinnati-oh.gov. Please contact.

#### Recommendations:

None

#### Contact:

Morgan Kolks | DOTE | 513-352-5285 | morgan.kolks@cincinnati-oh.gov

## **Buildings & Inspections – Buildings**

## Immediate Requirements to move forward with project:

None

## Requirements to obtain Permits:

- 1. Show location of property lines.
- 2. Exterior walls must comply with OBC Table 602
- 3. Openings in exterior walls must comply with OBC Table 705.8
- 4. Show that building will be accessible per OBC Chapter 11
- 5. Show that building exits have access to the public-way per OBC 1028.5
- Without easements Building construction shall not project beyond property lines of the site. OBC Table 705.5.

## Recommendations:

None

#### Contact:

• John Schueler | B&I Plans Exam | 513-352-2481 | john.schueler@cincinnati-oh.gov

## **Department of Community & Economic Development (DCED)**

Immediate Requirements to move forward with project:

None

## Requirements to obtain Permits:

None

## **Recommendations:**

None

#### Contact:

Roy Hackworth | DCED | 513-352-6119 | roy.hackworth@cincinnati-oh.gov



## **Law Department**

## Immediate Requirements to move forward with project:

1. No comments at this time.

## Requirements to obtain Permits:

None

#### Recommendations:

None

## Contact:

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

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

sincerely,

Rodney D. Ringer Development Manager

RDR: rdr

2609 VINE LLC	2610 VINE LLC	2701 VINE LLC
5 W 8TH AVE	1443 NORTH HIGH ST	383 N FRONT ST
COLUMBUS OH 43201	COLUMBUS OH 43201	COLUMBUS OH 43215
2703 VINE STREET LLC	2717 VINE LLC	A P & ASSOCIATES LTD
431 WARNER ST	3808 LINCOLN RD	24602 MELDON BLVD
CINCINNATI OH 45219	CINCINNATI OH 45247	BEACHWOOD OH 44122-2338
AMEER PROPERTIES INC 2607 VINE ST CINCINNATI OH 45219	ANCHOR CORRYVILLE GROCERY LLC 128 E SECOND ST COVINGTON KY 41011	ANCHOR CORRYVILLE PHARMACY PHARMACY LLC 128 E 2ND ST COVINGTON KY 41011
ANGIULLI INC 2618 VINE ST CINCINNATI OH 45219	APYAN ALEXANDER C & PAUL M 2628 JEFFERSON AVE #5 CINCINNATI OH 45219	BAUER RICHARD A & LINDA J 2700 EUCLID AVE CINCINNATI OH 45219-2113
BRICHACEK JOSHUA A	CHURI RAHAMIM & GAYLE	CJR ISLAND HOLDINGS LLC
2614 EUCLID AVE	PO BOX 19272	2582 GRANDIN ROAD
CINCINNATI OH 45219	CINCINNATI OH 45219	CINCINNATI OH 45208
CORRYVILLE PROPERTIES LLC 129 FOREST AVE CINCINNATI OH 45219	CUTIE PIE PROPERTIES I LLC 2864 CRESCENT SPRINGS PK ERLANGER KY 41018	CVP REDEVELOPMENT HOLDINGS LLC 629 OAK ST UPTOWN CONSORTIUM INC STE 306 CINCINNATI OH 45206
DALLAS DAVID E & MELISSA D	DAMENE EGIGAYEHU	DAOUD FAHID S & LEILA F
3515 HEEKIN AVE	2704 EUCLID AVE	650 LUNKEN PARK DR
CINCINNATI OH 45208	CINCINNATI OH 45219	CINCINNATI OH 45226
DAOUD REALTY LLC	DAVIS STEPHEN R & RENEE A	DEERING PROPERTIES II LLC
8124 WYCLIFFE RD	2815 INVERNESS PLACE	3427 MANOR HILL DR
CINCINNATI OH 45244	CINCINNATI OH 45209	CINCINNATI OH 45220
DUVALL LOIS TR & DON TR	EDEN CORRY LLC	EDEN CORRY LLC
5334 WINDBROOK TRL	310 OAK ST	PO BOX 8713
WEST CHESTER OH 45069	CINCINNATI OH 45219	CINCINNATI OH 45208
EDEN CORRY LLC	EDENU LLC	EJP GROUP LLC
2619 EDEN AVE	359 RESOR AVE	6899 NORFOLK DR
CINCINNATI OH 45219	CINCINNATI OH 45220	WEST CHESTER OH 45069

ESIA LAND LLC 2606 JEFFERSON AVE CINCINNATI OH 45219	EXCLUSIVE PROPERTY REALTORS INC 2720 VINE ST CINCINNATI OH 45219	FLUEGEMAN VERNETTA S & MARCIA LEE SMITH 4130 W UNIVERSITY AVE MUNCIE IN 47304
FORTMAN ROBERT J & KATHRYN M	GASLIGHT VENTURES LLC	GASLIGHT VENTURES LLC
2632 JEFFERSON AVE	2718 VINE STREET	2718 SHORT VINE
CINCINNATI OH 45219	CINCINNATI OH 45219	CINCINNATI OH 45219
GODFREY RALPH JR & LANORA	GREGORY STEWART C & KATHLEEN D	HEDLESTEN ROBERT C TR & SUSAN TR
3414 FITZGERALD WAY	2526 MADISON RD	3905 BEECH ST
MAINEVILLE OH 45039	CINCINNATI OH 45208	CINCINNATI OH 45227
HF RENTALS LLC	HOVIOUS DARRELL N	HUTCIENDA LLC
529 WINDINGS CT	21 W CHARLTON ST	8655 REMINGTON RD
CINCINNATI OH 45220	CINCINNATI OH 45219-2056	CINCINNATI OH 45242
J F ROWLEY COMPANY OF	JEFFERSON VIEW PROPERTIES LLC	JOHNSON DAROLD & TOM KOETTER
2729 VINE ST	10124 CLIFFWOOD CT	10049 SONYA LN
CINCINNATI OH 45219	CINCINNATI OH 45241	WEST CHESTER OH 45069
KING HIGHLAND COMMUNITY URBAN REDEVELOPMENT CORPOR 260 STETSON AVE STE E CINCINNATI OH 45219	KJR REAL ESTATE LLC 4633 LAMBS FERRY RD COVINGTON KY 41015	KRAUSE KIMBERLY G & CAROLYN 110 HOSEA AVE CINCINNATI OH 45220
LEE DOLLEEN JUANITA	LYLE CHRISTOPHER	MASFI JAMES
2716 EUCLID AVE	2616 JEFFERSON AVE	PO BOX 230285
CINCINNATI OH 45219-2113	CINCINNATI OH 45219	LAS VEGAS NV 89150
MCC ON NJ LLC 4821 READING RD UNIT 11 CINCINNATI OH 45237	MORRIS SHERMAN 163 COMPTON RD CINCINNATI OH 45215	MOSS ANNE M 2709 EUCLID AVE CINCINNATI OH 45219-2112
MOUNT AUBURN PRESBYTERIAN CHURCH 103 WILLIAM HOWARD TAFT RD CINCINNATI OH 45219	NAZCA PROPERATIES LLC PO BOX 198010 CINCINNATI OH 45219	NAZCA PROPERTIES LLC P O BOX 332 BATAVIA OH 45103
P J C INC	PENNINGTON RONALD L	PLATINUM PAR INVESTMENTS LLC
1829 CAREW TOWER	2622 EUCLID	4221 S SHORE DR
CINCINNATI OH 45202	CINCINNATI OH 45219	MASON OH 45040

PRASAD LAKSHMI 2605 EDEN AVE #4 CINCINNATI OH 45219	RICE ROBERT C 2612 EUCLID AVE CINCINNATI OH 45219-2102	ROGERS DAVID F & LISA P 30 SILVER AVE FT MITCHELL KY 41017
S SQUARED PROPERTIES LLC	SAFI WALID & NAILA	SHORT VINE INVESTMENTS LLC
2600 EUCLID AVE	10741 SEDCO DR	9402 TOWNE SQUARE AVE STE C
CINCINNATI OH 45219	UNION KY 41091	CINCINNATI OH 45242
SHORT VINE PROPERTIES LLC 2718 SHORT VINE ST CINCINNATI OH 45219	SHOWERS PARKER & AMY CLINE 2610 JEFFERSON AVE APT 1 CINCINNATI OH 45219	SNELL LEONARD J 2892 OVERDALE DR CINCINNATI OH 45251
SOHI SEAN & PARNEET S	SPENCER SHEELAH @3	SWIGERT ROGER
2624 JEFFERSON	3354 EVANSTON AVE	117 WILLIAM H TAFT RD
CINCINNATI OH 45219	CINCINNATI OH 45207	CINCINNATI OH 45219
TAYLOR GARRY L & KAREN S 114 E CHARLTON ST CINCINNATI OH 45219-2109	TAYLOR RICHARD P JR & ROBERT M PO BOX 19037 CINCINNATI OH 45219	TOWER LEASING LLC 1418 CENTRAL PARKWAY # 201 CINCINNATI OH 45202
UHL MARK	VINE CHARLTON LLC	VP3 LLC
114 EAST CORRY ST	P O BOX 19967	2718 VINE ST
CINCINNATI OH 45219	CINCINNATI OH 45219	CINCINNATI OH 45219
VP4 LLC @ 2	WANG JIANG & YING	WEBER WILLIAM G
260 E UNIVERSITY AVE	3589 CARPENTERS GREEN LN	110 E CORRY ST
CINCINNATI OH 45219	CINCINNATI OH 45241	CINCINNATI OH 45219
WELLS HANNAH RUTH	WELLS HANNAH RUTH	WYNN GAYLE DENICE
2714 EUCLID AVE	2708 EUCLID AVE	2721 EDEN AVE
CINCINNATI OH 45219	CINCINNATI OH 45219-2113	CINCINNATI OH 45219-2201
ZHANG ENQI 2634 JEFFERSON AVE CINCINNATI OH 45219	CORRYVILLE COMMUNITY COUNTIL 260 Stetson Street, Suite E CINCINNATI OH 45219	MCBRIDE DALE CLARION 5821 DRAGON WAY SUITE 300 CINCINNATI OH 45227



August 4, 2020

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

**From:** Paula Boggs Muething, Interim City Manager

**Subject:** Emergency Ordinance - IDC 87, Summit Road in Roselawn

Transmitted is an Emergency Ordinance captioned:

EXTENDING Interim Development Control District No. 87, "Summit Road in Roselawn," in the Roselawn neighborhood as an interim development control district for a period of six months pursuant to Chapter 1431, "Interim Development Control Overlay Districts," of the Cincinnati Zoning Code.

## **Summary**

On July 3, 2019, City Manager Patrick A. Duhaney forwarded a request from Vice Mayor Christopher Smitherman requesting the Department of City Planning to place an IDC Overlay District in Roselawn on Summit Road west of the Roselawn Neighborhood Business District.

The subject area for the IDC Overlay District is for multi-family properties fronting along Summit Road from the Roselawn Neighborhood Business District to 1581 Summit Road, the Summit East Apartment Complex. The properties are currently zoned Residential Multi-Family (RM-2.0 and RM-0.7).

Pursuant to Section 1431-01 of the Cincinnati Zoning Code, the purpose of the Interim Development Control (IDC) Overlay District is to temporarily regulate the establishment of uses, construction of new buildings and demolition or alteration of existing structures in areas where potential development could be detrimental or have adverse impacts on the implementation of approved amendments to the Cincinnati Zoning Code, approved or adopted plans, or current planning, land use or zoning studies.

The three-month IDC was approved by City Council on August 7, 2019. A nine-month extension of the IDC was approved by City Council on October 16, 2019 and will expire on August 7, 2020. The zoning study is complete, but due to COVID-19 there has not been adequate time to discuss or implement any potential changes from the study. The City Planning Commission recommended approval of a six-month extension of the IDC at their July 17, 2020 meeting.

The emergency measure is necessary due to the IDC being set to expire before a standard ordinance would take effect.

The Administration recommends Approval of this Ordinance.

cc: Katherine Keough-Jurs, AICP, Director Department of City Planning

## **EMERGENCY**

**DBS** 

- 2020

**EXTENDING** Interim Development Control District No. 87, "Summit Road in Roselawn," in the Roselawn neighborhood as an interim development control district for a period of six months pursuant to Chapter 1431, "Interim Development Control Overlay Districts," of the Cincinnati Zoning Code.

WHEREAS, the City Planning Commission and the Department of City Planning are conducting a zoning study of certain portions of the Roselawn neighborhood to address concerns about the potential for new land development with the potential to impact adversely the health and general welfare of the area; and

WHEREAS, the Council established Interim Development Control District No. 87, "Summit Road in Roselawn" ("IDC District No. 87") effective as of August 7, 2019, and continuing for a period of three months thereafter, in order to protect the area while the City Planning Commission and the Department of City Planning conduct their study and consider proposed changes that would affect the allowable land uses within the district; and

WHEREAS, the Council subsequently extended IDC District No. 87 for a period of nine months, and it expires on August 7, 2020; and

WHEREAS, although the City Planning Commission and the Department of City Planning have concluded their initial study, the Department of City Planning is still in the process of working with Roselawn stakeholders to develop proposed changes that would effect the allowable land uses within the district based on their initial findings; and

WHEREAS, the City Planning Commission, at its regularly scheduled meeting on July 17, 2020, recommended the extension of IDC District No. 87 for an additional period of six months upon finding that the criteria in Cincinnati Municipal Code Section 1431-13 have been satisfied; and

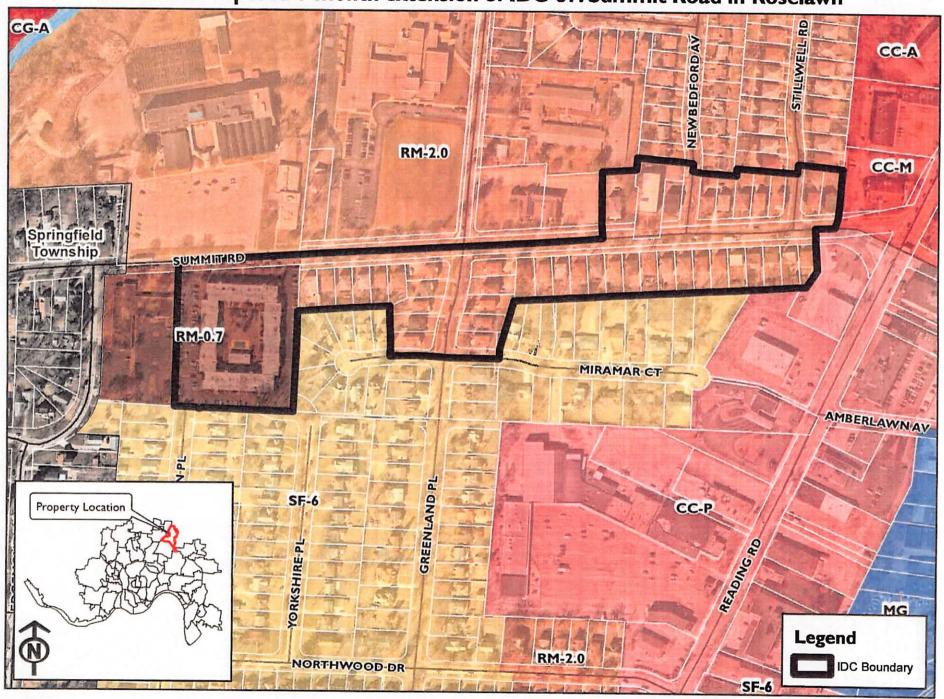
WHEREAS, a committee of Council held a public hearing on the proposed extension of IDC District No. 87, following due and proper notice pursuant to Cincinnati Municipal Code Sections 111-1 and 1431-13, and the committee approved the extension, finding it in the interest of the general public's health, safety, morals, and welfare; and

WHEREAS, Council considers the extension of IDC District No. 87 to be in the best interests of the City and the general public's health, safety, morals, and welfare; now, therefore,

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

Section 1. That Council makes the following findings:

Exhibit A: Proposed 6-month extension of IDC-87: Summit Road in Roselawn



## EXHIBIT B

# Regulations and Application Review Guidelines for Interim Development Control Overlay District No. 87, Summit Road in Roselawn and Designation of Administrative Reviewer

## Section I. Applications Subject to Review:

1. Building permits for new construction, demolition of existing structures, exterior alterations or additions to existing structures and changes in use.

## Section II. Designated Administrative Reviewer:

Council designates the Department of City Planning as the staff reviewing authority for Interim Development Control Overlay District No. 87, Summit Road in Roselawn.

## Section III. Application Review Guidelines:

In addition to any other necessary reviews and approvals as required by the Cincinnati Zoning Code and any other applicable laws, any application subject to review in Section I above shall be reviewed by the City Planning Commission to determine whether the application conforms to all applicable laws, ordinances, and regulations and is in the public interest.

In determining whether the application is in the public interest, the City Planning Commission shall consider those factors listed below that are relevant to the application. The application's failure to conform to any single factor is not necessarily a sufficient basis for denial.

- a) Zoning. The proposed work conforms to the underlying zone district regulations and is in harmony with the general purposes and intent of the Cincinnati Zoning Code.
- b) Guidelines. The proposed work conforms to any guidelines adopted or approved by Council for the district in which the proposed work is located.
- c) Plans. The proposed work conforms to a comprehensive plan, any applicable urban design or other plan officially adopted by Council, and any applicable community plan approved by the City Planning Commission.
- d) Traffic. Streets or other means of access to the proposed development are suitable and adequate to carry anticipated traffic and will not overload the adjacent streets and the internal circulation system is properly designed.
- e) Buffering. Appropriate buffering is provided to protect adjacent uses or properties from light, noise and visual impacts.

- f) Landscaping. Landscaping meets the requirements of the Cincinnati Zoning Code.
- g) Hours of Operation. Operating hours are compatible with adjacent land uses.
- h) Neighborhood Compatibility. The proposed work is compatible with the predominant or prevailing land use, building and structure patterns of the neighborhood surrounding the proposed development and will not have a material net cumulative adverse impact on the neighborhood.
- i) Proposed Zoning Amendments. The proposed work is consistent with any proposed amendment to the zoning code then under consideration by the City Planning Commission or Council.
- j) Adverse Effects. Any adverse effect on the access to the property by fire, police, or other public services; access to light and air from adjoining properties; traffic conditions; or the development, usefulness or value of neighboring land and buildings.
- k) Blight. The elimination or avoidance of blight.
- 1) Economic Benefits. The promotion of the Cincinnati economy.
- m) Job Creation. The creation of jobs both permanently and during construction.
- n) Tax Valuation. Any increase in the real property tax duplicate.
- o) Private Benefits. The economic and other private benefits to the owner or applicant.
- p) Public Benefits. The public peace, health, safety or general welfare.



August 4, 2020

To:

Nicole Crawford, Office of the Clerk of Council

From:

Katherine Keough-Jurs, AICP, Director, Department of City Planning



Copies to:

James Weaver, AICP, Senior City Planner

Subject:

Emergency Ordinance - Extending IDC No. 87, "Summit Road in Roselawn"

The above referenced emergency ordinance is ready to be scheduled for Committee. We are requesting that this item be scheduled for the Tuesday August 4th meeting of the Economic Growth & Zoning Committee. This item requires a public hearing and notice in the City Bulletin 14 days before the public hearing,

Included in this submission are the following items:

- 1) The transmittal letter to the Economic Growth & Zoning Committee;
- 2) A copy of the Planning Commission staff report dated July 17, 2020;
- 3) The Emergency Ordinance extending IDC No. 87, Summit Road in Roselawn:
- 4) The mailing labels for notification of all property owners within the IDC
- 5) A copy of the mailing labels for your records

August 4, 2020

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



Dear Members of Council:

We are transmitting herewith an Emergency Ordinance captioned as follows:

EXTENDING Interim Development Control District No. 87, "Summit Road in Roselawn," in the Roselawn neighborhood as an interim development control district for a period of six months pursuant to Chapter 1431, "Interim Development Control Overlay Districts," of the Cincinnati Zoning Code.

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On July 3, 2019, City Manager Patrick A. Duhaney forwarded a request from Vice Mayor Christopher Smitherman requesting the Department of City Planning to place an IDC Overlay District in Roselawn on Summit Road west of the Roselawn Neighborhood Business District.

The subject area for the IDC Overlay District is for multi-family properties fronting along Summit Road from the Roselawn Neighborhood Business District to 1581 Summit Road, the Summit East Apartment Complex. The properties are currently zoned Residential Multi-Family (RM-2.0 and RM-0.7).

Pursuant to Section 1431-01 of the Cincinnati Zoning Code, the purpose of the Interim Development Control (IDC) Overlay District is to temporarily regulate the establishment of uses, construction of new buildings and demolition or alteration of existing structures in areas where potential development could be detrimental or have adverse impacts on the implementation of approved amendments to the Cincinnati Zoning Code, approved or adopted plans, or current planning, land use or zoning studies.

The three-month IDC was approved by City Council on August 7, 2019. A nine-month extension of the IDC was approved by City Council on October 16, 2019 and will expire on August 7, 2020. The zoning study is complete, but due to COVID-19 there has not been adequate time to discuss or implement any potential changes from the study. The City Planning Commission recommended approval of a six-month extension of the IDC at their July 17, 2020 meeting. The emergency measure is necessary due to the IDC being set to expire before a standard ordinance would take effect.

Motion to Approve:

Ms. Sesler

Ayes:

Mr. Juech

Seconded:

Mr. Samad

Mr. Samad Ms. Sesler

Mr. Eby

Mr. Stallworth

THE CITY PLANNING COMMISSION

Katherine Keough-Jurs, AICP, Director Department of City Planning

KKJ: jmw

Encl.: Staff Report, Ordinance

# Honorable City Planning Commission Cincinnati, Ohio

SUBJECT: A report and recommendation on the extension of Interim Development Control (IDC) Overlay District No. 87, Summit Road for a period of six months.

#### **BACKGROUND:**

On July 3, 2019, City Manager Patrick A. Duhaney forwarded a request from Vice Mayor Christopher Smitherman requesting the Department of City Planning to place an IDC Overlay District in Roselawn on Summit Road west of the Roselawn Neighborhood Business District.

Pursuant to Section 1431-01 of the Cincinnati Zoning Code, the purpose of the Interim Development Control (IDC) Overlay District is to temporarily regulate the establishment of uses, construction of new buildings and demolition or alteration of existing structures in areas where potential development could be detrimental or have adverse impacts on the implementation of approved amendments to the Cincinnati Zoning Code, approved or adopted plans, or current planning, land use or zoning studies.

The City Planning Commission recommended approval of an emergency three-month IDC to Cincinnati City Council on August 2, 2019. Cincinnati City Council approved the establishment of IDC No. 87 on August 7, 2019. The City Planning Commission recommended approval of a nine-month extension of the IDC to Cincinnati City Council on September 20, 2019. Cincinnati City Council approved the nine-month extension of IDC No. 87 on October 16, 2019. The approved IDC No. 87 allows for the review of building permits for new construction, demolition of existing structures, exterior or interior alterations or additions to existing structures, and changes in use by the Department of City Planning and the City Planning Commission while the IDC is in place.

The subject area for the IDC Overlay District is along Summit Road from the Roselawn Neighborhood Business District to Summit East Apartments at 1581 Summit Road. The properties are currently zoned Residential Multi-Family (RM-2.0 and RM-0.7). In the RM-0.7 zoning district, there is one property containing a 143-unit structure (Summit East Apartments). In the RM-2.0 zoning district, there are 15 two-family structures, 23 four-family structures, two five-unit structures, one six-unit structure, one 15-unit structure (the former Chabad House), and one office building which is a legal non-conforming use in the district. Two of the four-unit properties and one 15-unit property are classified by the Hamilton County Auditor as "Charities, Hospitals, & Retirement Homes". Another four-unit building is owned by the Hamilton County Mental Health Board.

#### ATTACHMENTS:

Provided in addition to this report are:

- Exhibit A Location Map
- Exhibit B IDC Review Criteria
- Exhibit C Existing Conditions Map
- Exhibit D Results of the Zoning Study and Potential Options

### CRITERIA FOR EXTENDING AN IDC OVERLAY DISTRICT

Pursuant to Section 1431-13 of the Cincinnati Zoning Code, Council may extend the duration of an IDC Overlay District by an additional six months, provided that an IDC Overlay District may not remain in effect for more than two years from the date it was first established if notice has been given and a public hearing held in accordance with Section 111-1, Hearings on Zoning Amendments, of the Municipal Code and on finding that:

(a) Complex Study. The study of the proposed amendment to the Cincinnati Zoning Code or map that would affect the allowable land uses within the IDC Overlay District has proven to be extraordinarily complex by reason of unusual geographic, physical or social conditions in the district;

- (b) Study Incomplete. The City Planning Commission has not yet completed the consideration of the proposed Cincinnati Zoning Code map amendments that would affect the allowable land uses within the IDC Overlay District; and
- (c) Inconsistent Uses. There is a prospect of change in use, construction of new structures or alteration or demolition of existing structures that would be inconsistent with preliminary objectives or findings for the area approved by the City Planning Commission.

# REGULATIONS AND GUIDELINES FOR THE IDC:

The area within the boundary of IDC Overlay District No. 87 is the officially recognized boundary of the zoning study in Roselawn as shown on the attached map in Exhibit A.

According to §1431-15, the City Planning Commission has the duty to review applications in an established IDC Overlay District and has been designated as the administrative reviewer for the IDC Overlay District.

The following permits are subject to review by the City Planning Commission:

• Building permits for new construction, demolition of existing structures, exterior or interior alterations or additions to existing structures, and changes in use.

## **ANALYSIS:**

The IDC is currently set to expire on August 7, 2020 unless City Council approves an extension of IDC Overlay District No. 87 for an additional six months before that time expires. In order to do so, City Council must receive an affirmative recommendation from the City Planning Commission to make this extension. An additional six months would leave IDC Overlay District No. 87 in effect until March 7, 2021 (if approved by City Council).

As described in the above section, Criteria for Extension of an IDC Overlay District, City Council may extend an IDC Overlay District for a period of six months if the City Planning Commission gives them an affirmative recommendation on the finding that:

- a) Complex Study. The City Planning Commission is studying proposed Cincinnati Zoning Code or map amendments that would affect the area within the IDC District;

  The study may result in proposed amendments to the City's Zoning Code and/or Zoning Map. A Zoning Map amendment would only affect the area within the boundary of the IDC Overlay District while a Zoning Code amendment would make changes city-wide. Any changes to the City's Zoning Code and/or Zoning Map need to be requested by the community. A Zoning Code/Zoning Map amendment is typically a three-to-six-month process due to notification requirements. This process was interrupted by COVID-19, which affected implementation of any potential action based on the results of the study.
- b) Study Incomplete. The study is not yet completed, but may reasonably be expected to be completed and Cincinnati Zoning Code amendments enacted within the six-month extension; and The initial study is complete, but the Department of City Planning staff is still in the process of working with Roselawn on any proposed changes, which was interrupted by measures required due to COVID-19. If approved, the six-month extension would allow for more time for additional conversations with Roselawn leadership and to implement any next steps.

c) Inconsistent Uses. There is a prospect of changes in use, construction of new structures or alteration or demolition of existing structures that would be inconsistent with preliminary objectives or findings for the area approved by the City Planning Commission.

The primary reason the IDC Overlay District was initially established was to study potential new construction, demolition of existing structures, exterior or interior alterations or additions to existing structures, and changes in use. Any changes to the Zoning Code or Zoning Map are expected to be completed if the IDC Overlay District if extended for an additional six-months. To date, staff has not received any permits within this IDC Overlay District for review.

The Department of City Planning will continue to work with Roselawn to study the appropriate land uses for this area and if any changes to the City's Zoning Code and/or Zoning Map are necessary. Changes to the Zoning Map would only affect the area within the IDC, while changes to the Zoning Code would require additional notification and review from every city neighborhood.

## **PUBLIC COMMENT:**

Department of City Planning staff reached out to Roselawn leadership in March of 2020 and again in June of 2020 to discuss potential outcomes based on the results of the study. Department of City Planning staff sent notice of the proposed extension to all affected property owners of record within the boundary of the IDC Overlay District as well as to the Roselawn Community Council on July 1, 2020. Staff has not received any correspondence to-date.

# **CONSISTENCY WITH PLANS:**

Plan Cincinnati (2012) does not specifically address the concerns related to the establishment of IDC Overlay District No. 87, Summit Road in Roselawn, but conducting a zoning study is consistent with an Action Step within the Live Initiative Area to "Support and stabilize our neighborhoods" (page 160).

#### **RECOMMENDATION:**

The staff of the Department of City Planning recommends that the City Planning Commission take the following actions:

- 1) ADOPT the Department of City Planning's staff findings that the proposed IDC Overlay District is in compliance with Cincinnati Zoning Code Section 1431-13, Extension of IDC Overlay Districts, as discussed on pages 2 3 of this report; and,
- 2) **RECOMMEND** that City Council extend Interim Development Control (IDC) Overlay District No. 87 Summit Road in Roselawn, for a period of six months, finding it to be in the interest of the general public's health, safety, and welfare during the course of the Department of City Planning's study.

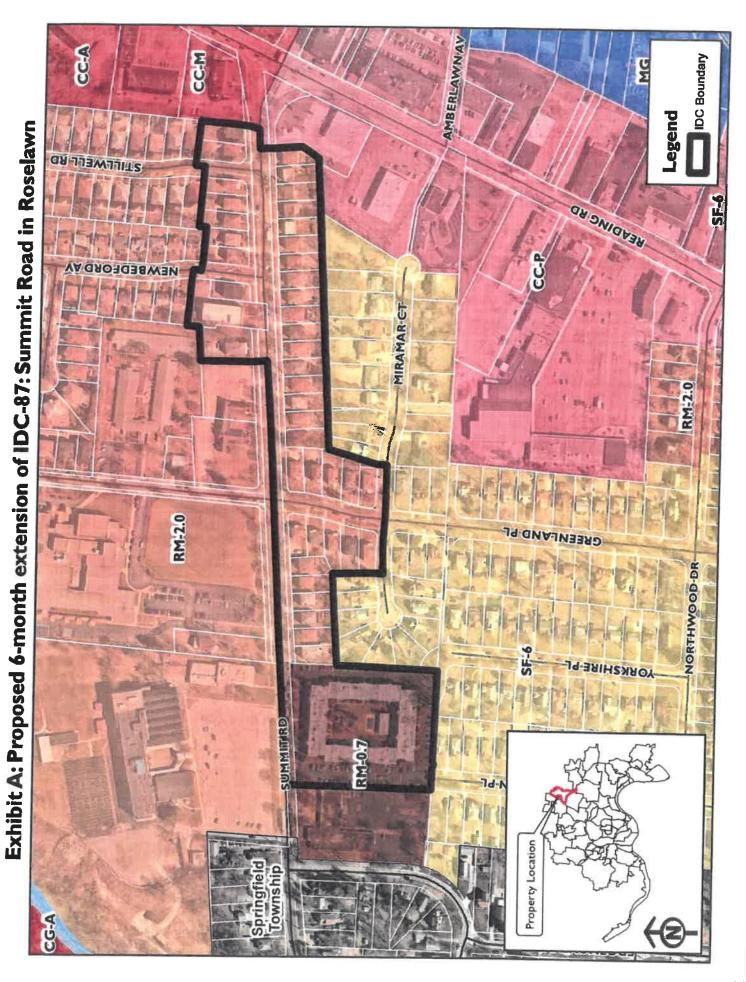
Respectfully submitted:

James Weaver, AICP, Senior City Planner

Department of City Planning

Approved:

Katherine Keough-Jurs, AICP, Director Department of City Planning



#### EXHIBIT B

# Regulations and Application Review Guidelines for Interim Development Control Overlay District No. 87, Summit Road in Roselawn and Designation of Administrative Reviewer

# Section I. Applications Subject to Review:

1. Building permits for new construction, demolition of existing structures, exterior alterations or additions to existing structures and changes in use.

# Section II. Designated Administrative Reviewer:

Council designates the Department of City Planning as the staff reviewing authority for Interim Development Control Overlay District No. 87, Summit Road in Roselawn.

# Section III. Application Review Guidelines:

In addition to any other necessary reviews and approvals as required by the Cincinnati Zoning Code and any other applicable laws, any application subject to review in Section I above shall be reviewed by the City Planning Commission to determine whether the application conforms to all applicable laws, ordinances, and regulations and is in the public interest.

In determining whether the application is in the public interest, the City Planning Commission shall consider those factors listed below that are relevant to the application. The application's failure to conform to any single factor is not necessarily a sufficient basis for denial.

- a) Zoning. The proposed work conforms to the underlying zone district regulations and is in harmony with the general purposes and intent of the Cincinnati Zoning Code.
- b) Guidelines. The proposed work conforms to any guidelines adopted or approved by Council for the district in which the proposed work is located.
- c) Plans. The proposed work conforms to a comprehensive plan, any applicable urban design or other plan officially adopted by Council, and any applicable community plan approved by the City Planning Commission.
- d) Traffic. Streets or other means of access to the proposed development are suitable and adequate to carry anticipated traffic and will not overload the adjacent streets and the internal circulation system is properly designed.
- e) Buffering. Appropriate buffering is provided to protect adjacent uses or properties from light, noise and visual impacts.

- f) Landscaping. Landscaping meets the requirements of the Cincinnati Zoning Code.
- g) Hours of Operation. Operating hours are compatible with adjacent land uses.
- h) Neighborhood Compatibility. The proposed work is compatible with the predominant or prevailing land use, building and structure patterns of the neighborhood surrounding the proposed development and will not have a material net cumulative adverse impact on the neighborhood.
- i) Proposed Zoning Amendments. The proposed work is consistent with any proposed amendment to the zoning code then under consideration by the City Planning Commission or Council.
- j) Adverse Effects. Any adverse effect on the access to the property by fire, police, or other public services; access to light and air from adjoining properties; traffic conditions; or the development, usefulness or value of neighboring land and buildings.
- k) Blight. The elimination or avoidance of blight.
- 1) Economic Benefits. The promotion of the Cincinnati economy.
- m) Job Creation. The creation of jobs both permanently and during construction.
- n) Tax Valuation. Any increase in the real property tax duplicate.
- o) Private Benefits. The economic and other private benefits to the owner or applicant.
- p) Public Benefits. The public peace, health, safety or general welfare.

DINGRD STILLWELL'RD Exhibit C: Existing Land Uses within IDC-87: Summit Road in Roselawn 1648 1652 APARTMENTS - 4 TO 19 UNITS
APARTMENTS - 4 TO 19 UNITS
CHARITIES, HOSPITALS & RETIREMENT HOMES 1643/1649 1607 1609 1611 1613 1618 1619 1623 1627 1631 1635 1639 TWO FAMILY DWELLINGS
APARTMENTS - 4 TO 19 UNITS
TWO FAMILY DWELLINGS APARTMENTS - 4 TO 19 UNITS TWO FAMELY DWELLINGS APARTMENTS - 4 TO 19 UNITS NEWBEDFORD AV TWO FAMILY DWELLINGS 77.07 9098 AMILTON COUNTY COMMUNITY MENTAL HEALTH BOARD AMELTON COUNTY LAND REUTILIZATION CORPORATION A DINITIATIVE INC THE LUE TIDE PARTNERS HAMILTON LLC JERT SERVICES INCORPORATED THESTAR NETWORK LLC RANK G & MICHELLE & STEPIC LANK H & GAYLE B CLEMONS ASPER PROPERTIES LLC RIC W THATCHER IOR LURYE HILLIP & EDITH ROBERTS ARLES E HUNN 2077 1595 1591 1589 Charities, Hospitals & Retirement Homes JA BRIHSNAC Apartments - 4 to 19 Units Apartments - 40+ Units 1681 Two Family Dwellings Office (1 to 2 Stories) SUMMIT, RD Hamilton County IDC Boundary Legend

#### Exhibit D

#### Weaver, James

From:

Weaver, James

Sent: To: Wednesday, March 18, 2020 9:03 AM Carol Smith (iams3141@gmail.com)

Cc:

Kevin Laudat: rlm44@fuse.net

Subject:

Summit Road IDC

Attachments:

IDC 87 Zoning Study.pdf; Summit IDC Zoning Map 8-1-19.pdf

#### Carol,

I wanted to talk to you about the Summit Road IDC. Most of the area is zoned low-density multi-family (RM-2.0 and light brown) with the Summit East Apartments zoned high density multi-family (RM-0.7 and dark brown).

We've done a zoning study on the property based on the existing land uses that are out there, which is the "IDC 87 Zoning Study" attachment. Based on the existing uses, the zoning is probably appropriate for this area if we don't want to make anything non-conforming.

If you're looking to limit institutional uses, such as Talbert House on a smaller scale, rezoning the property to RMX (residential mix of 1-3 family homes) is an option. Rezoning the light brown area currently zoned RM-2.0 to RMX would make everything but the yellow parcels on the IDC 87 Zoning Study Map a nonconforming use. This means that these existing uses and buildings could continue as they are indefinitely, but any new uses in this area would have to be 1-3 family residential. This could potentially be a fight with these property owners, as you probably know. If I remember correctly there were very few land uses that became nonconforming (besides the Valley and a gas station) when we rezoned your business district to CC-P from an auto-oriented zoning district.

Think about it and let me know what the RCC wants to do and let me know if you have any questions or thoughts.

Stay healthy and safe out there.

James Weaver, AICP | Senior City Planner

City of Cincinnati | Department of City Planning Two Centennial Plaza | 805 Central Avenue, Suite 720 | Cincinnati, OH 45202 513-352-4882 (p) | 513-352-4853 (f) | www.cincinnati-oh.gov



The 2020 Census opens on March 12th! It's EASY, IMPORTANT, and SAFE. Find out more and take the pledge to participate: <a href="https://www.greatercincycounts.com/pledge">www.greatercincycounts.com/pledge</a>

# EMERGENCY

# City of Cincinnati

DBS AWG

# An Ordinance No.

- 2020

**EXTENDING** Interim Development Control District No. 87, "Summit Road in Roselawn," in the Roselawn neighborhood as an interim development control district for a period of six months pursuant to Chapter 1431, "Interim Development Control Overlay Districts," of the Cincinnati Zoning Code.

WHEREAS, the City Planning Commission and the Department of City Planning are conducting a zoning study of certain portions of the Roselawn neighborhood to address concerns about the potential for new land development with the potential to impact adversely the health and general welfare of the area; and

WHEREAS, the Council established Interim Development Control District No. 87, "Summit Road in Roselawn" ("IDC District No. 87") effective as of August 7, 2019, and continuing for a period of three months thereafter, in order to protect the area while the City Planning Commission and the Department of City Planning conduct their study and consider proposed changes that would affect the allowable land uses within the district; and

WHEREAS, the Council subsequently extended IDC District No. 87 for a period of nine months, and it expires on August 7, 2020; and

WHEREAS, although the City Planning Commission and the Department of City Planning have concluded their initial study, the Department of City Planning is still in the process of working with Roselawn stakeholders to develop proposed changes that would effect the allowable land uses within the district based on their initial findings; and

WHEREAS, the City Planning Commission, at its regularly scheduled meeting on July 17, 2020, recommended the extension of IDC District No. 87 for an additional period of six months upon finding that the criteria in Cincinnati Municipal Code Section 1431-13 have been satisfied; and

WHEREAS, a committee of Council held a public hearing on the proposed extension of IDC District No. 87, following due and proper notice pursuant to Cincinnati Municipal Code Sections 111-1 and 1431-13, and the committee approved the extension, finding it in the interest of the general public's health, safety, morals, and welfare; and

WHEREAS, Council considers the extension of IDC District No. 87 to be in the best interests of the City and the general public's health, safety, morals, and welfare; now, therefore,

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

Section 1. That Council makes the following findings:

- (a) At its regularly scheduled meeting on July 17, 2020, the City Planning Commission affirmatively recommended that Council extend Interim Development Control District No. 87, "Summit Road" ("IDC District No. 87"), for a period of six months.
- (b) The City Planning Commission and the Department of City Planning require further consideration of proposed changes that would affect the allowable land uses within IDC District No. 87 because the study of the area has proven to be extraordinarily complex due to COVID-19 complications and social conditions in the district. The complexity results from the number and diversity of stakeholders affected by the proposed changes, the need to engage all of the stakeholders, and the difficulty associated with developing consensus around many issues concerned in the study.
- (c) The City Planning Commission has not yet completed its consideration of the zoning map amendments and text amendments that would affect the allowable land uses within the IDC District No. 87. Effecting an amendment to the zoning code or zoning map amendment is typically a three-to-six-month process that requires public notification and engagement. This process was interrupted by COVID-19, and it affected the implementation of any proposals resulting from this process.
- (d) There is a prospect of change in use, construction of new structures, or alteration of existing structures in IDC District No. 87 that would be inconsistent with preliminary objectives or findings for the area approved by the City Planning Commission, which include zoning text and map amendments, as well as other policies, programs, and administrative changes.

Section 2. That IDC District No. 87, as depicted on the map attached as "Exhibit A" to Ordinance No. 300-2019 and incorporated herein by reference, is extended throughout the area designated on the map as the interim development control district.

Section 3. That, pursuant to Cincinnati Municipal Code Section 1431-07, Section 1431-15, and Ordinance No. 300-2019, the Council adopted Application Review Guidelines for IDC District No. 87. The Application Review Guidelines, attached as "Exhibit B" to Ordinance No. 300-2019, and incorporated herein by reference, shall remain in effect for the duration of IDC District No. 87 and be used by the City Planning Commission in its review of applications for the use of property within IDC District No. 87.

Section 4. That pursuant to Section 1431-13 of the Cincinnati Zoning Code, IDC District No. 87 shall remain in effect for an additional period of six months, up to and including March 7, 2021.

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 prevent the interim development controls established under IDC District No. 87 from expiring prior to the completion of the zoning study and review by the City Planning Commission and the Department of City Planning.

Passed:	, 2020	
		John Cranley, Mayor
Attest:	erk	

CITY PLANTING COMMISSION

while of p

A10 HOLDINGS LLC 24 E UNIVERSITY AVE CINCINNATI OH 45219

BLUE TIDE PARTNERS HAMILTON LLC 812 RUSSELL ST COVINGTON KY 41011

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DAVIS TERRELL ANGELA 7701 GREENLAND PL CINCINNATI OH 45237-2711

DOZIER GERRIE & WESLEY ELLIS 4518 COLLINS AVE ATLANTA GA 30342

> GUNN SHEILA R 7716 GREENLAND PL CINCINNATI OH 45237

HIX SHAUN 7236 GREENFARMS DR CINCINNATI OH 45224

JASPER PROPERTIES LLC 6731 SPRING ARBOR DR MASON OH 45040

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EDDINS JAMES JR 7709 GREENLAND PL CINCINNATI OH 45237

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PICKEL STEVEN F@3 1825 LARCHWOOD PL CINCINNATI OH 45237

<sub>0919</sub>

ROBERTS PHILLIP & EDITH 18616 N 99TH AVE # 1084 SUN CITY AZ 85373

SCHERNBECK SHERRY D 7708 GREENLAND PL CINCINNATI OH 45237-2712

TALBERT SERVICES INCORPORATED 2600 VICTORY PKWY CINCINNATI OH 45206

> VILLAGER PROPERTIES LLC PO BOX 371029 CINCINNATI OH 45222

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STEPHENS HENRY 7704 GREENLAND PL CINCINNATI OH 45237-2712

THATCHER ERIC W 7653 GREENLAND PL CINCINNATI OH 45237

WEYBRIDGE PROPETIES LLC 7672 MONTGOMERY RD SUITE 211 CINCINNATI OH 45236 RS PROFESSIONAL SERVICESLLC 6404 THORNBERRY CT SUITE # 430 MASON OH 45040

STEPIC FRANK G & MICHELLE L 1593 SUMMIT RD CINCINNATI OH 45237

UNDER THE SEA CHILD CARE LLC 12185 HUNTERGREEN DR CINCINNATI OH 45251

WILLIAMS JEFF @2 PO BOX 53466 CINCINNATI OH 45253-0466



August 4, 2020

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

**From:** Paula Boggs Muething, Interim City Manager

**Subject:** Emergency Ordinance - IDC 87, Summit Road in Roselawn

Transmitted is an Emergency Ordinance captioned:

EXTENDING Interim Development Control District No. 87, "Summit Road in Roselawn," in the Roselawn neighborhood as an interim development control district for a period of six months pursuant to Chapter 1431, "Interim Development Control Overlay Districts," of the Cincinnati Zoning Code.

#### **Summary**

On July 3, 2019, City Manager Patrick A. Duhaney forwarded a request from Vice Mayor Christopher Smitherman requesting the Department of City Planning to place an IDC Overlay District in Roselawn on Summit Road west of the Roselawn Neighborhood Business District.

The subject area for the IDC Overlay District is for multi-family properties fronting along Summit Road from the Roselawn Neighborhood Business District to 1581 Summit Road, the Summit East Apartment Complex. The properties are currently zoned Residential Multi-Family (RM-2.0 and RM-0.7).

Pursuant to Section 1431-01 of the Cincinnati Zoning Code, the purpose of the Interim Development Control (IDC) Overlay District is to temporarily regulate the establishment of uses, construction of new buildings and demolition or alteration of existing structures in areas where potential development could be detrimental or have adverse impacts on the implementation of approved amendments to the Cincinnati Zoning Code, approved or adopted plans, or current planning, land use or zoning studies.

The three-month IDC was approved by City Council on August 7, 2019. A nine-month extension of the IDC was approved by City Council on October 16, 2019 and will expire on August 7, 2020. The zoning study is complete, but due to COVID-19 there has not been adequate time to discuss or implement any potential changes from the study. The City Planning Commission recommended approval of a six-month extension of the IDC at their July 17, 2020 meeting.

The emergency measure is necessary due to the IDC being set to expire before a standard ordinance would take effect.

The Administration recommends Approval of this Ordinance.

cc: Katherine Keough-Jurs, AICP, Director Department of City Planning

## **EMERGENCY**

**DBS** 

- 2020

**EXTENDING** Interim Development Control District No. 86, "Auburn Avenue in Mt. Auburn," in the Mt. Auburn neighborhood as an interim development control district for a period of six months pursuant to Chapter 1431, "Interim Development Control Overlay Districts," of the Cincinnati Zoning Code.

WHEREAS, the City Planning Commission and the Department of City Planning have studied the possibility of updating the zoning designation for the Mt. Auburn neighborhood's main corridor to determine if other zoning designations are appropriate for the area in light of recent and anticipated development; and

WHEREAS, the Council established Interim Development Control District No. 86, "Auburn Avenue in Mt. Auburn" ("IDC District No. 86") effective as of August 7, 2019, and continuing for a period of three months thereafter, in order to protect the area while the City Planning Commission and the Department of City Planning conduct their study and consider proposed changes that would affect the allowable land uses within the district; and

WHEREAS, the Council subsequently extended IDC District No. 86 for a period of nine months, and it expires on August 7, 2020; and

WHEREAS, although the City Planning Commission and the Department of City Planning have concluded their initial study, the Department of City Planning is still in the process of working with Mt. Auburn stakeholders to develop proposed changes that would effect the allowable land uses within the district based on their initial findings; and

WHEREAS, the City Planning Commission, at its regularly scheduled meeting on July 17, 2020, recommended the extension of IDC District No. 86 for an additional period of six months upon finding that the criteria in Cincinnati Municipal Code Section 1431-13 have been satisfied; and

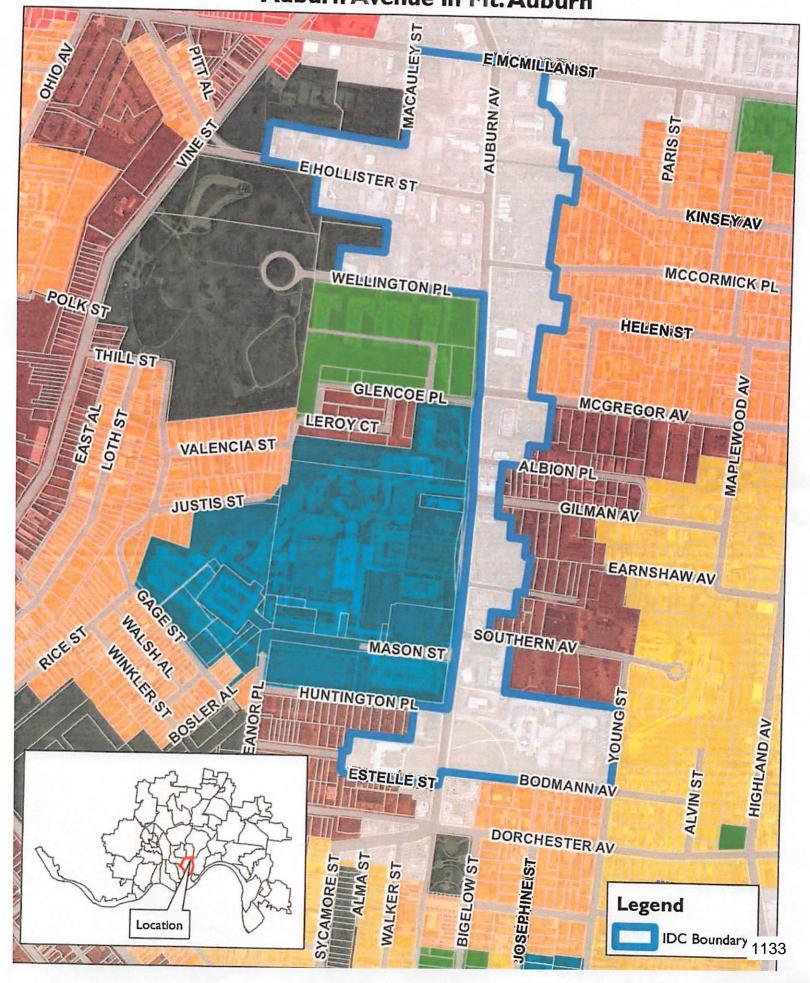
WHEREAS, a committee of Council held a public hearing on the proposed extension of IDC District No. 86, following due and proper notice pursuant to Cincinnati Municipal Code Sections 111-1 and 1431-13, and the committee approved the extension, finding it in the interest of the general public's health, safety, morals, and welfare; and

WHEREAS, Council considers the extension of IDC District No. 86 to be in the best interests of the City and the general public's health, safety, morals, and welfare; now, therefore,

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

Section 1. That Council makes the following findings:

# Exhibit A: Proposed 6-month extension of IDC-86, Auburn Avenue in Mt. Auburn



## EXHIBIT B

# Regulations and Application Review Guidelines for Interim Development Control Overlay District No. 86, Auburn Avenue in Mt. Auburn

#### and

# **Designation of Administrative Reviewer**

# Section I. Applications Subject to Review:

 Building permit applications resulting in a change of use or occupancy under the Ohio Building Code or Cincinnati Municipal Code.

# Section II. Designated Administrative Reviewer:

Council designates the Department of City Planning as the staff reviewing authority for Interim Development Control Overlay District No. 86, Auburn Avenue in Mt. Auburn.

# Section III. Application Review Guidelines:

In addition to any other necessary reviews and approvals as required by the Cincinnati Zoning Code and any other applicable laws, any application subject to review in Section I above shall be reviewed by the City Planning Commission to determine whether the application conforms to all applicable laws, ordinances, and regulations and is in the public interest.

In determining whether the application is in the public interest, the City Planning Commission shall consider those factors listed below that are relevant to the application. The application's failure to conform to any single factor is not necessarily a sufficient basis for denial.

- a) Zoning. The proposed work conforms to the underlying zone district regulations and is in harmony with the general purposes and intent of the Cincinnati Zoning Code.
- b) Guidelines. The proposed work conforms to any guidelines adopted or approved by Council for the district in which the proposed work is located.
- c) Plans. The proposed work conforms to a comprehensive plan, any applicable urban design or other plan officially adopted by Council, and any applicable community plan approved by the City Planning Commission.
- d) Traffic. Streets or other means of access to the proposed development are suitable and adequate to carry anticipated traffic and will not overload the adjacent streets and the internal circulation system is properly designed.
- e) Buffering. Appropriate buffering is provided to protect adjacent uses or properties from light, noise and visual impacts.

- f) Landscaping. Landscaping meets the requirements of the Cincinnati Zoning Code.
- g) Hours of Operation. Operating hours are compatible with adjacent land uses.
- h) Neighborhood Compatibility. The proposed work is compatible with the predominant or prevailing land use, building and structure patterns of the neighborhood surrounding the proposed development and will not have a material net cumulative adverse impact on the neighborhood.
- Proposed Zoning Amendments. The proposed work is consistent with any proposed amendment to the zoning code then under consideration by the City Planning Commission or Council.
- j) Adverse Effects. Any adverse effect on the access to the property by fire, police, or other public services; access to light and air from adjoining properties; traffic conditions; or the development, usefulness or value of neighboring land and buildings.
- k) Blight. The elimination or avoidance of blight.
- 1) Economic Benefits. The promotion of the Cincinnati economy.
- m) Job Creation. The creation of jobs both permanently and during construction.
- n) Tax Valuation. Any increase in the real property tax duplicate.
- o) Private Benefits. The economic and other private benefits to the owner or applicant.
- p) Public Benefits. The public peace, health, safety or general welfare.



August 4, 2020

To:

Nicole Crawford, Office of the Clerk of Council

From:

Katherine Keough-Jurs, AICP, Director, Department of City Planning

Copies to:

Stacey Hoffman, Senior City Planner

Subject:

Emergency Ordinance - Extending IDC No. 86, "Auburn Avenue in Mt.

Auburn"

The above referenced emergency ordinance is ready to be scheduled for Committee. We are requesting that this item be scheduled for the **Tuesday August 4<sup>th</sup> meeting** of the Economic Growth & Zoning Committee. This item requires a public hearing and notice in the City Bulletin 14 days before the public hearing,

Included in this submission are the following items:

- 1) The transmittal letter to the Economic Growth & Zoning Committee;
- 2) A copy of the Planning Commission staff report dated July 17, 2020;
- 3) The Emergency Ordinance extending IDC No. 86, Auburn Avenue in Mt. Auburn;
- 4) The mailing labels for notification of all property owners within the IDC
- 5) A copy of the mailing labels for your records



August 4, 2020

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

Dear Members of Council:

We are transmitting herewith an Emergency Ordinance captioned as follows:

**EXTENDING** Interim Development Control District No. 86, "Auburn Avenue in Mt. Auburn," in the Mt. Auburn neighborhood as an interim development control district for a period of six months pursuant to Chapter 1431, "Interim Development Control Overlay Districts," of the Cincinnati Zoning Code.

#### Summary:

On June 26, 2019, City Manager Patrick A. Duhaney forwarded a request from Vice Mayor Christopher Smitherman requesting the Department of City Planning to place an IDC Overlay District in Mt. Auburn along the Auburn Avenue corridor.

On June 24, 2019, Vice Mayor Christopher Smitherman raised concerns with City Manager Patrick A. Duhaney regarding the redevelopment of the properties located at the corner of Auburn Avenue and McMillan Street in Mt. Auburn. This intersection serves as the northern gateway to the neighborhood and Auburn Avenue. All properties located along Auburn Avenue between McMillan Street and Wellington Place are currently zoned Office General (OG). As such, City Planning staff created the proposed IDC Overlay District boundary by selecting all properties zoned OG along Auburn Avenue between McMillan Street and Bodmann Avenue (on the east) and Estelle Street (on the west).

Pursuant to Section 1431-01 of the Cincinnati Zoning Code, the purpose of the IDC Overlay District is to temporarily regulate the establishment of uses, construction of new buildings and demolition or alteration of existing structures in the areas where potential development could be detrimental or have adverse impacts on the implementation of approved amendments to the Cincinnati Zoning Code, approved or adopted plans, or current planning, land use or zoning studies.

The three-month IDC was approved by City Council on August 7, 2019. A nine-month extension of the IDC was approved by City Council on October 16, 2019 and will expire on August 7, 2020. The zoning study is complete, but due to COVID-19 there has not been adequate time to discuss or implement any potential changes from the study. The City Planning Commission recommended approval of a six-month extension of the IDC at their July 17, 2020 meeting. The emergency measure is necessary due to the IDC being set to expire before a standard ordinance would take effect.

Motion to Approve:

Ms. Sesler

Aves:

Mr. Eby

Seconded:

Mr. Samad

Mr. Juech Mr. Samad

Ms. Sesler

Mr. Stallworth

THE CITY PLANNING COMMISSION

Katherine Keough-Jurs, AICP, Director

Department of City Planning

KKJ: slh

Encl.: Staff Report, Ordinance

# **Honorable City Planning Commission Cincinnati, Ohio**

July 17, 2020

SUBJECT: A report and recommendation on the extension of Interim Development Control (IDC) Overlay District No. 86, Auburn Avenue for a period of six months.

## **BACKGROUND:**

On June 26, 2019, City Manager Patrick A. Duhaney forwarded a request from Vice Mayor Christopher Smitherman requesting the Department of City Planning to place an IDC Overlay District in Mt. Auburn along the Auburn Avenue corridor.

Pursuant to Section 1431-01 of the Cincinnati Zoning Code, the purpose of the IDC Overlay District is to temporarily regulate the establishment of uses, construction of new buildings and demolition or alteration of existing structures in the areas where potential development could be detrimental or have adverse impacts on the implementation of approved amendments to the Cincinnati Zoning Code, approved or adopted plans, or current planning, land use or zoning studies.

The City Planning Commission recommended approval of an emergency three-month IDC to Cincinnati City Council on August 2, 2019. Cincinnati City Council approved the establishment of IDC No. 86 on August 7, 2019. The approved IDC No. 86 allows for the review of building permit applications resulting in a change of use or occupancy under the Ohio Building Code or Cincinnati Municipal Code by the Department of City Planning and the City Planning Commission while the IDC is in place.

The subject area for the IDC Overlay District is along Auburn Avenue between McMillan Street and Wellington Place and continues down the east side of Auburn Avenue to Bodmann Avenue, crossing back to the west side of Auburn Avenue between Huntington Place and Estelle Street. The IDC Overlay District includes all properties zoned OG along Auburn Avenue between McMillan Street and Bodmann Avenue (on the east) and Estelle Street (on the west).

#### **ATTACHMENTS:**

Provided in addition to this report are:

- Exhibit A Location Map
- Exhibit B IDC Review Criteria
- Exhibit C Existing Conditions

# CRITERIA FOR EXTENDING AN IDC OVERLAY DISTRICT

Pursuant to Section 1431-13 of the Cincinnati Zoning Code, Council may extend the duration of an IDC Overlay District by an additional six months, provided that an IDC Overlay District may not remain in effect for more than two years from the date it was first established if notice has been given and a public hearing held in accordance with Section 111-1, Hearings on Zoning Amendments, of the Municipal Code and on finding that:

- (a) Complex Study. The study of the proposed amendment to the Cincinnati Zoning Code or map that would affect the allowable land uses within the IDC Overlay District has proven to be extraordinarily complex by reason of unusual geographic, physical or social conditions in the district;
- (b) Study Incomplete. The City Planning Commission has not yet completed the consideration of the proposed Cincinnati Zoning Code map amendments that would affect the allowable land uses within the IDC Overlay District; and

(c) Inconsistent Uses. There is a prospect of change in use, construction of new structures or alteration or demolition of existing structures that would be inconsistent with preliminary objectives or findings for the area approved by the City Planning Commission.

# REGULATIONS AND GUIDELINES FOR THE IDC:

The area within the boundary of IDC Overlay District No. 86 is the officially recognized boundary of the zoning study in Mt. Auburn as shown on the attached map in Exhibit A.

According to §1431-15, the City Planning Commission has the duty to review applications in an established IDC Overlay District and has been designated as the administrative reviewer for the IDC Overlay District.

The following permits are subject to review by the City Planning Commission:

 Building permit applications resulting in a change of use or occupancy under the Ohio Building Code or Cincinnati Municipal.

#### **ANALYSIS:**

The IDC is currently set to expire on August 7, 2020 unless City Council approves an extension of IDC Overlay District No. 86 for an additional six months before that time expires. In order to do so, City Council must receive an affirmative recommendation from the City Planning Commission to make this extension. An additional six months would leave IDC Overlay District No. 86 in effect until March 7, 2021 (if approved by City Council).

As described in the above section, Criteria for Extension of an IDC Overlay District, City Council may extend an IDC Overlay District for a period of six months if the City Planning Commission gives them an affirmative recommendation on the finding that:

- a) Complex Study. The City Planning Commission is studying proposed Cincinnati Zoning Code or map amendments that would affect the area within the IDC District;

  The study may result in proposed amendments to the City's Zoning Map. A Zoning Map amendment would only affect the area within the boundary of the IDC Overlay District. Any changes to the City's Zoning Map need to be requested by the community. A Zoning Map amendment is typically a three-to-six-month process due to notification requirements. This process was interrupted by COVID-19, which affected implementation of any potential action based on the results of the study.
- b) Study Incomplete. The study is not yet completed, but may reasonably be expected to be completed and Cincinnati Zoning Code amendments enacted within the six-month extension; and The initial study is complete, but the Department of City Planning staff is still in the process of working with Mt. Auburn on any proposed changes, which was interrupted by measures required due to COVID-19. If approved, the six-month extension would allow for more time for additional conversations with Mt. Auburn leadership and to implement any next steps.
- c) Inconsistent Uses. There is a prospect of changes in use, construction of new structures or alteration or demolition of existing structures that would be inconsistent with preliminary objectives or findings for the area approved by the City Planning Commission.

The primary reason the IDC Overlay District was initially established was to study the Office General (OG) zoning designation along the neighborhood's main corridor and determine if it is the most appropriate zoning district. Any changes to the Zoning Code or Zoning Map are expected to be completed if the IDC Overlay District if extended for an additional six-months. To date, staff has not received any permits within this IDC Overlay District for review.

The Department of City Planning will continue to work with Mt. Auburn to study the appropriate land uses for this area and if any changes to the City's Zoning Map are necessary. Changes to the Zoning Map would only affect the area within the IDC.

### **PUBLIC COMMENT:**

Department of City Planning staff has worked with Mt. Auburn leadership to discuss potential outcomes based on the results of the study. Department of City Planning staff sent notice of the proposed extension to all affected property owners of record within the boundary of the IDC Overlay District as well as to the Mt. Auburn Community Council on July 2, 2020. Staff has not received any correspondence to-date.

## **CONSISTENCY WITH PLANS:**

Plan Cincinnati (2012) does not specifically address the concerns related to the establishment of IDC Overlay District No. 86, Auburn Avenue in Mt. Auburn, but conducting a zoning study is consistent with an Action Step within the Live Initiative Area to "Support and stabilize our neighborhoods" (page 160).

The proposal is consistent with the *Auburn Avenue Corridor Study* (2017) that seeks to transform the corridor into a neighborhood serving business district. The plan specifically calls out the need to identify opportunities for businesses that support a Neighborhood Business District, to address pedestrian enhancements along Auburn Avenue, and to explore opportunities to expand connectivity to adjacent neighborhoods and to strengthen gateways into the corridor (pages 32, 33, and 35).

#### **RECOMMENDATION:**

The staff of the Department of City Planning recommends that the City Planning Commission take the following actions:

- 1) **ADOPT** the Department of City Planning's staff findings that the proposed IDC Overlay District is in compliance with Cincinnati Zoning Code Section 1431-13, Extension of IDC Overlay Districts, as discussed on pages 2 3 of this report; and,
- 2) **RECOMMEND** that City Council extend Interim Development Control (IDC) Overlay District No. 86 Auburn Avenue in Mt. Auburn, for a period of six months, finding it to be in the interest of the general public's health, safety, and welfare during the course of the Department of City Planning's study.

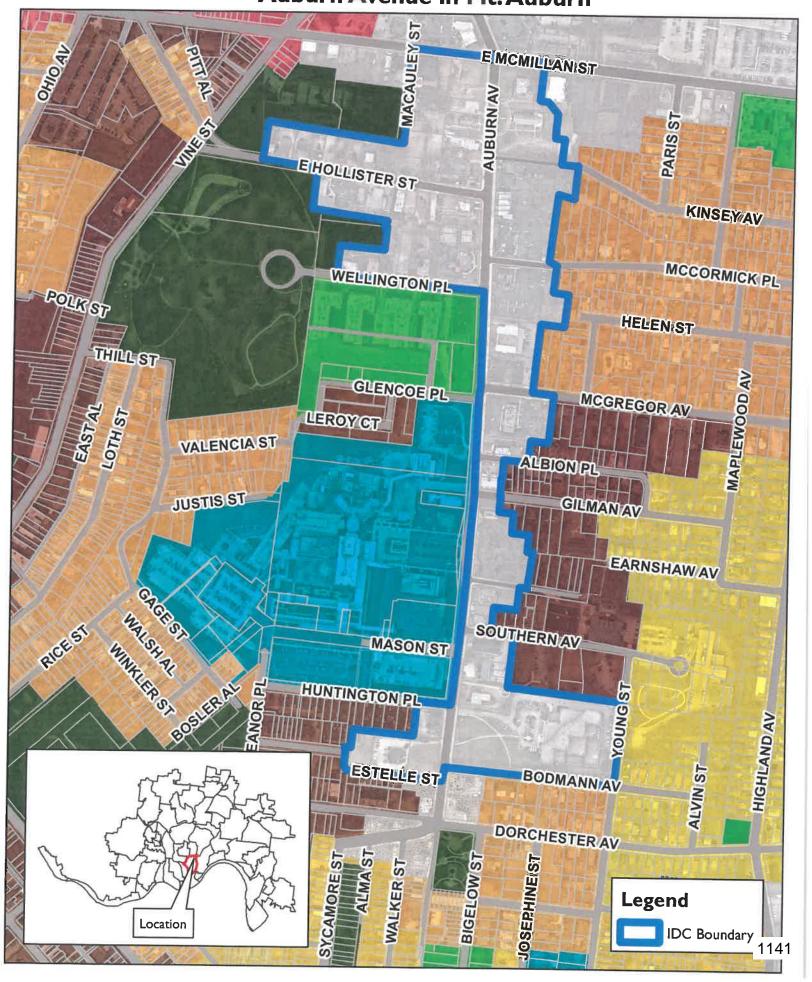
Approved:

Respectfully submitted:

Stacey Hoffman, Senior City Planner Department of City Planning Katherine Keough-Jurs, AICP, Director

Department of City Planning

# Exhibit A: Proposed 6-month extension of IDC-86, Auburn Avenue in Mt. Auburn



### **EXHIBIT B**

# Regulations and Application Review Guidelines for Interim Development Control Overlay District No. 86, Auburn Avenue in Mt. Auburn and

# **Designation of Administrative Reviewer**

# Section I. Applications Subject to Review:

1. Building permit applications resulting in a change of use or occupancy under the Ohio Building Code or Cincinnati Municipal Code.

# Section II. Designated Administrative Reviewer:

Council designates the Department of City Planning as the staff reviewing authority for Interim Development Control Overlay District No. 86, Auburn Avenue in Mt. Auburn.

# Section III. Application Review Guidelines:

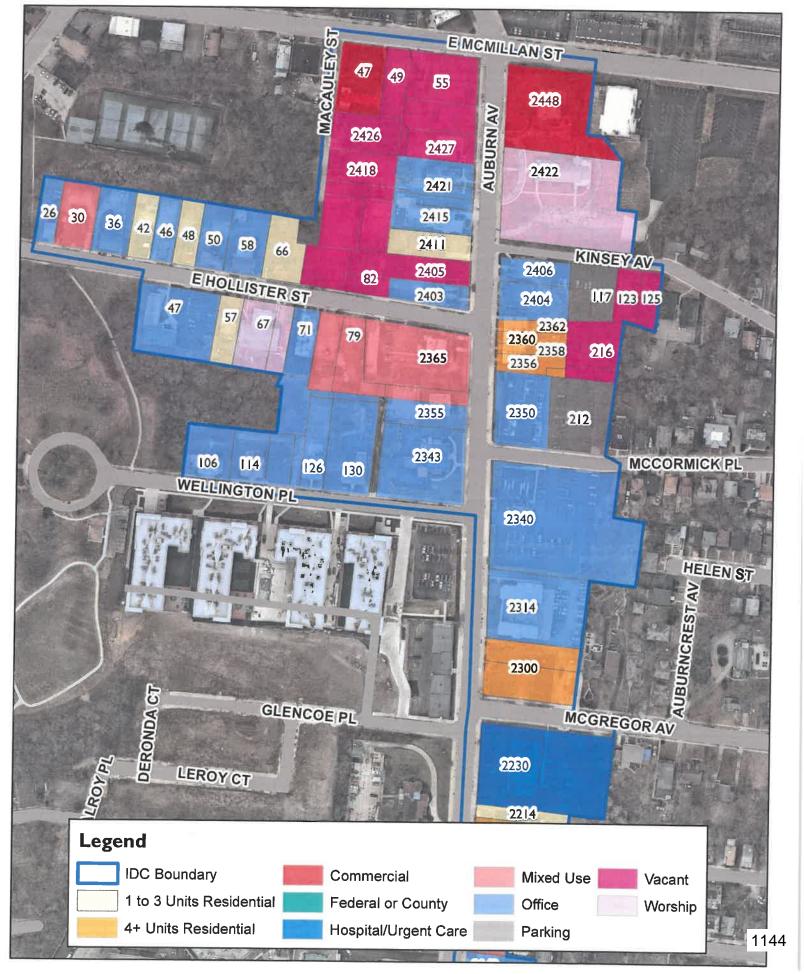
In addition to any other necessary reviews and approvals as required by the Cincinnati Zoning Code and any other applicable laws, any application subject to review in Section I above shall be reviewed by the City Planning Commission to determine whether the application conforms to all applicable laws, ordinances, and regulations and is in the public interest.

In determining whether the application is in the public interest, the City Planning Commission shall consider those factors listed below that are relevant to the application. The application's failure to conform to any single factor is not necessarily a sufficient basis for denial.

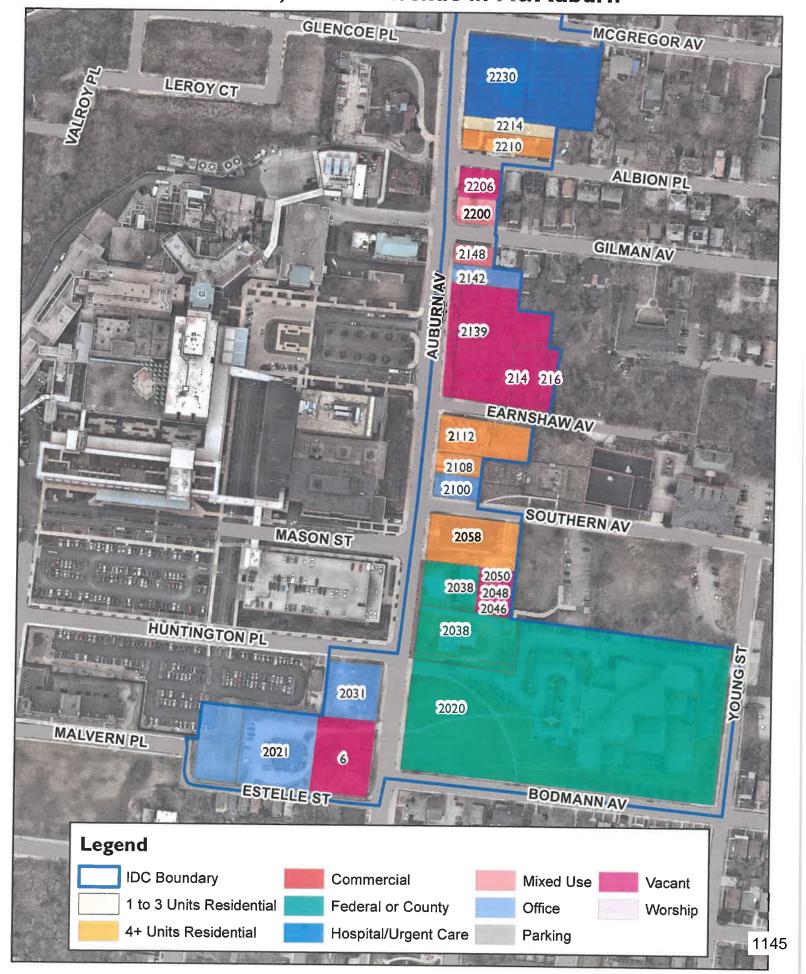
- a) Zoning. The proposed work conforms to the underlying zone district regulations and is in harmony with the general purposes and intent of the Cincinnati Zoning Code.
- b) Guidelines. The proposed work conforms to any guidelines adopted or approved by Council for the district in which the proposed work is located.
- c) *Plans*. The proposed work conforms to a comprehensive plan, any applicable urban design or other plan officially adopted by Council, and any applicable community plan approved by the City Planning Commission.
- d) *Traffic*. Streets or other means of access to the proposed development are suitable and adequate to carry anticipated traffic and will not overload the adjacent streets and the internal circulation system is properly designed.
- e) Buffering. Appropriate buffering is provided to protect adjacent uses or properties from light, noise and visual impacts.

- f) Landscaping. Landscaping meets the requirements of the Cincinnati Zoning Code.
- g) Hours of Operation. Operating hours are compatible with adjacent land uses.
- h) Neighborhood Compatibility. The proposed work is compatible with the predominant or prevailing land use, building and structure patterns of the neighborhood surrounding the proposed development and will not have a material net cumulative adverse impact on the neighborhood.
- i) Proposed Zoning Amendments. The proposed work is consistent with any proposed amendment to the zoning code then under consideration by the City Planning Commission or Council.
- j) Adverse Effects. Any adverse effect on the access to the property by fire, police, or other public services; access to light and air from adjoining properties; traffic conditions; or the development, usefulness or value of neighboring land and buildings.
- k) Blight. The elimination or avoidance of blight.
- 1) Economic Benefits. The promotion of the Cincinnati economy.
- m) Job Creation. The creation of jobs both permanently and during construction.
- n) Tax Valuation. Any increase in the real property tax duplicate.
- o) Private Benefits. The economic and other private benefits to the owner or applicant.
- p) Public Benefits. The public peace, health, safety or general welfare.

# Exhibit C: Existing Conditions Map (North) IDC-86, Auburn Avenue in Mt. Auburn



# Exhibit C: Existing Conditions Map (South) IDC-86, Auburn Avenue in Mt. Auburn



# Exhibit C: Existing Conditions, IDC #86, Auburn Avenue

ADDRESS	OWNER(S)	AUDITOR DESCRIPTION	VISUAL DESCRIPTION
2020 AUBURN AVE	HAMILTON COUNTY BOARD OF COMMISSIONERS	HAMILTON COUNTY	HAMILTON COUNTY BUILDING
2021 AUBURN AVE	MEDULLA OBLONGATA PROPERTY HOLDINGS LLC	DWELLING USED AS OFFICE	DWELLING USED AS OFFICE
2031 AUBURN AVE	CILO PROPERTIES LLC	PUBLIC WORSHIP	OFFICE
2038 AUBURN AVE	UNITED STATES DEPT OF THE INTERIOR-NATL PARK SERVICE	FEDERAL	FEDERAL SITE
2038 AUBURN AVE	UNITED STATES DEPT OF THE INTERIOR-NATL PARK SERVICE	FEDERAL	
2046 AUBURN AVE	SHABBAT SHALOM LLC	VACANT LAND (COMMERCIAL)	FEDERAL SITE
2048 AUBURN AVE	SHABBAT SHALOM LLC	VACANT LAND (COMMERCIAL)	VACANT
2050 AUBURN AVE	SHABBAT SHALOM LLC	VACANT LAND (COMMERCIAL)	VACANT
2058 AUBURN AVE	SHABBAT SHALOM LLC	APARTMENTS - 20 TO 39 UNITS	VACANT
2100 AUBURN AVE	WDC LLC	DWELLING USED AS OFFICE	4+ UNIT RESIDENTIAL
2108 AUBURN AVE	MERK HOLDINGS OH 1 LLC	APARTMENTS - 4 TO 19 UNITS	DWELLING USED AS OFFICE
2112 AUBURN AVE	MERK HOLDINGS OH 1 LLC	APARTMENTS - 4 TO 19 UNITS	4+ UNIT RESIDENTIAL
2139 AUBURN AVE	THE CHRIST HOSPITAL	CHARITIES, HOSPITALS & RETIREMENT HOMES	4+ UNIT RESIDENTIAL
2142 AUBURN AVE	THE CHRIST HOSPITAL	CHARITIES, HOSPITALS & RETIREMENT HOMES	VACANT
2148 AUBURN AVE	HALL, JOANNE (C/O APARTMENT FINDERS)	RETAIL - APARTMENTS OVER	DWELLING USED AS OFFICE
2200 AUBURN AVE	2200 AUBURN AVENUE LLC	RETAIL - APARTMENTS OVER	MIXED USE
2206 AUBURN AVE	2200 AUBURN AVENUE LLC	VACANT LAND (RESIDENTIAL)	MIXED USE
2210 AUBURN AVE	VINA HEIGHT LLC	APARTMENTS - 4 TO 19 UNITS	VACANT
2214 AUBURN AVE	HALL, JOANNE (C/O APARTMENT FINDERS)	THREE FAMILY DWELLINGS	4+ UNIT RESIDENTIAL
2230 AUBURN AVE	CLIFTON INVESTMENT COMPANY LTD	CONDOMINIUM OFFICE BUILDING	3 UNIT RESIDENTIAL
2300 AUBURN AVE	THE AUBURN COMPANY	APARTMENTS - 40+ UNITS	CHARITIES, HOSPITALS & RETIREMENT HOME
2314 AUBURN AVE	EMC AUBURN HOLDINGS LLC	CHARITIES, HOSPITALS & RETIREMENT HOMES	4+ UNIT RESIDENTIAL
340 AUBURN AVE	HAMILTON COUNTY COMMUNITY MENTAL HEALTH BOARD	CHARITIES, HOSPITALS & RETIREMENT HOMES	OFFICE
343 AUBURN AVE	ISAAC GRAVESON LIMITED	DWELLING USED AS OFFICE	OFFICE
350 AUBURN AVE	HAMILTON COUNTY COMMUNITY MENTAL HEALTH BOARD	HAMILTON COUNTY	DWELLING USED AS OFFICE
355 AUBURN AVE	BARRISTER BUILDING LLC	DWELLING USED AS OFFICE	OFFICE
356 AUBURN AVE	DEERING PROPERTIES IV LLC	APARTMENTS - 4 TO 19 UNITS	DWELLING USED AS OFFICE
358 AUBURN AVE	DEERING PROPERTIES IV LLC	APARTMENTS - 4 TO 19 UNITS	4+ UNIT RESIDENTIAL
360 AUBURN AVE	DEERING PROPERTIES IV LLC	APARTMENTS - 4 TO 19 UNITS	4+ UNIT RESIDENTIAL
362 AUBURN AVE	DEERING PROPERTIES IV LLC	APARTMENTS - 4 TO 19 UNITS	4+ UNIT RESIDENTIAL
365 AUBURN AVE	APRIL 08 PROPERTIES LLC	OFFICE - APARTMENTS OVER	4+ UNIT RESIDENTIAL
403 AUBURN AVE	EXCEL DEVELOPMENT CO INC		MIXED USE
404 AUBURN AVE	DORNA, HOLLY	CHARITIES, HOSPITALS & RETIREMENT HOMES	DWELLING USED AS OFFICE
405 AUBURN AVE	EXCEL DEVELOPMENT CO INC	OFFICE BUILDINGS	DWELLING USED AS OFFICE
406 AUBURN AVE	BAKST, JEFFREY	CHARITIES, HOSPITALS & RETIREMENT HOMES	VACANT
411 AUBURN AVE	GREINER, A LEE	OFFICE BUILDINGS SINGLE FAMILY	DWELLING USED AS OFFICE
415 AUBURN AVE	LIFE FORWARD AUBURN CENTER LLC	PUBLIC WORSHIP	1 UNIT RESIDENTIAL
421 AUBURN AVE	AUBURN LAND HOLDINGS LLC	PARKING GARAGES / LOTS	OFFICE

# Exhibit C: Existing Conditions, IDC #86, Auburn Avenue

ADDRESS	OWNER(S)	AUDITOR DESCRIPTION	VISUAL DESCRIPTION
2422 AUBURN AVE	ARCHBISHOP OF CINCINNATI TR	PUBLIC WORSHIP	PUBLIC WORSHIP
2427 AUBURN AVE	AUBURN LAND HOLDINGS LLC	VACANT LAND (COMMERCIAL)	VACANT
2448 AUBURN AVE	HARDY, CHRISTOPHER	OTHER STRUCTURES (COMMERCIAL)	COMMERCIAL
214 EARNSHAW AVE	THE CHRIST HOSPITAL	CHARITIES, HOSPITALS & RETIREMENT HOMES	VACANT
216 EARNSHAW AVE	THE CHRIST HOSPITAL	CHARITIES, HOSPITALS & RETIREMENT HOMES	
6 ESTELLE ST	MEDULLA OBLONGATA PROPERTY HOLDINGS LLC	VACANT LAND (COMMERCIAL)	VACANT
26 HOLLISTER ST	NOVAK VENTURES LLC	DWELLING USED AS OFFICE	VACANT DAGGLES AS OFFICE
30 HOLLISTER ST	UC OZ LLC	OFFICE - APARTMENTS OVER	DWELLING USED AS OFFICE
36 HOLLISTER ST	IONIC REAL ESTATE LLC	OFFICE BUILDINGS	MIXED USE
42 HOLLISTER ST	VENUS-1 PROPERTY LLC	TWO FAMILY DWELLINGS	OFFICE
46 HOLLISTER ST	GREENHUB PROPERTIES LLC	MEDICAL CLINICS & OFFICES	2 UNIT RESIDENTIAL
47 HOLLISTER ST	NEW LIFE PROPERTIES INC	MEDICAL CLINICS & OFFICES  MEDICAL CLINICS & OFFICES	DWELLING USED AS OFFICE
48 HOLLISTER ST	DIADEM REALTY INC	SINGLE FAMILY	OFFICE A LINUX DECIDENCE
50 HOLLISTER ST	T GERSHANOVICH TR	OFFICE BUILDINGS	1 UNIT RESIDENTIAL
57 HOLLISTER ST	GUGGER, GREGORY & CYNTHIA	THREE FAMILY DWELLINGS	DWELLING USED AS OFFICE
58 HOLLISTER ST	HOLLISTER REALTY ASSOCIATES LLC	MEDICAL CLINICS & OFFICES	3 UNIT RESIDENTIAL
66 HOLLISTER ST	HUNT, MARSHALL	TWO FAMILY DWELLINGS	OFFICE
67 HOLLISTER ST	THE CHURCH OF OUR SAVIOR	PUBLIC WORSHIP	2 UNIT RESIDENTIAL
71 HOLLISTER ST	MOLLY KATZ MD LLC	MEDICAL CLINICS & OFFICES	PUBLIC WORSHIP
79 HOLLISTER ST	SEAN S PROPERTIES LLC	OFFICE - APARTMENTS OVER	OFFICE
32 HOLLISTER ST	EXCEL DEVELOPMENT CO INC		MIXED USE
117 KINSEY AVE	BAKST, JEFFREY	CHARITIES, HOSPITALS & RETIREMENT HOMES	VACANT
L23 KINSEY AVE	BAKST, JEFFREY	PARKING GARAGES / LOTS	PARKING
L25 KINSEY AVE	BAKST, JEFFREY	VACANT LAND (COMMERCIAL)	VACANT
2418 MACAULEY ST	AUBURN LAND HOLDINGS LLC	VACANT LAND (RESIDENTIAL)	VACANT
2426 MACAULEY ST	45 WHT LLC	CHARITIES, HOSPITALS & RETIREMENT HOMES	VACANT
212 MCCORMICK PL	HAMILTON COUNTY COMMUNITY MENTAL HEALTH BOARD	BANKS HAMILTON COUNTY	VACANT
16 MCCORMICK PL	DEERING PROPERTIES IV LLC		PARKING
7 MCMILLAN AVE	45 WHT LLC	VACANT LAND (COMMERCIAL) BANKS	VACANT
9 MCMILLAN AVE	AUBURN LAND HOLDINGS LLC		COMMERCIAL
5 MCMILLAN AVE	AUBURN LAND HOLDINGS LLC	VACANT LAND (COMMERCIAL)	VACANT
06 WELLINGTON PL	106 WELLINGTON PLACE AN OHIO PTNSHP	VACANT LAND (COMMERCIAL)	VACANT
14 WELLINGTON PL	114 WELLINGTON PLACE	DWELLING USED AS OFFICE	DWELLING USED AS OFFICE
	114 WELLINGTON PLACE LLC	DWELLING USED AS OFFICE	DWELLING USED AS OFFICE
	LAURENS PROPERTY MANAGEMENT LLC	OTHER STRUCTURES (COMMERCIAL)	DWELLING USED AS OFFICE
	TO THE PROPERTY OF THE PROPERT	DWELLING USED AS OFFICE	DWELLING USED AS OFFICE

106 WELLINGTON PLACE, AN OHIO PTNSHP 106 WELLINGTON PL CINCINNATI, OH 45219	114 WELLINGTON PLACE 114 WELLINGTON PL CINCINNATI, OH 45219	114 WELLINGTON PLACE LLC 114 WELLINGTON PL CINCINNATI, OH 45219
2200 AUBURN AVENUE LLC	45 WHT LLC	APRIL 08 PROPERTIES LLC
2200 AUBRUN AVE	2718 VINE ST	2718 VINE ST
CINCINNATI, OH 45219	CINCINNATI, OH 45219	CINCINNATI, OH 45219
ARCHBISHOP OF CINCINNATI TR	THE AUBURN COMPANY	AUBURN LAND HOLDINGS LLC
2422 AUBURN AVE	2300 AUBURN AVE, #115	2718 VINE ST
CINCINNATI, OH 45219	CINCINNATI, OH 45219	CINCINNATI, OH 45219
BAKST, JEFFREY SCOTT	BAKST, JEFFREY SCOTT TR	BARRISTER BUILDING LLC
2406 AUBURN AVE	900 ADAMS CROSSING, #1200	2355 AUBURN AVE
CINCINNATI, OH 45219	CINCINNATI, OH 45202	CINCINNATI, OH 45219
THE CHRIST HOSPITAL	THE CHURCH OF OUR SAVIOR	CILO PROPERTIES LLC
2139 AUBURN AVE	65 HOLLISTER ST	2031 AUBURN AVE
CINCINNATI, OH 45219	CINCINNATI, OH 45219	CINCINNATI, OH 45219
CLIFTON INVESTMENT CO LTD	DEERING PROPERTIES IV LLC	DIADEM REALTY INC
669 OHIO PIKE	3427 MANOR HILL DR	48 E HOLLISTER ST
CINCINNATI, OH 45245	CINCINNATI, OH 45220	CINCINNATI, OH 45219-1704
DORNA HOLLY D TR	EMC AUBURN HOLDINGS LLC	EXCEL DEVELOPMENT CO INC
2404 AUBURN AVE	2314 AUBURN AVE	2403 AUBURN AVE
CINCINNATI, OH 45219	CINCINNATI, OH 45219-2882	CINCINNATI, OH 45219
GREENHUB PROPERTIES LLC	GREINER, A LEE TR	GUGGER, GREGORY & CYNTHIA
3430 STETTINIUS AVE	2411 AUBURN AVE	2240 FLOMAR CT
CINCINNATI, OH 45208	CINCINNATI, OH 45219	CINCINNATI, OH 45233
HALL, JOANNE C/O APARTMENT FINDERS 2300 AUBURN AVE, #115 CINCINNATI, OH 45219	HALLAM PROPERTIES LLC 126 WELLINGTON PL CINCINNATI, OH 45219	HAMILTON COUNTY BOARD OF COMMISSIONERS 138 E COURT ST, ROOM 603 CINCINNATI, OH 45202
HAMILTON COUNTY COMMUNITY MENTAL HEALTH BOARD 2350 AUBURN AVE CINCINNATI, OH 45219	HARDY, CHRISTOPHER J TR 5829 WINDSONG CT CINCINNATI, OH 45243	HOLLISTER REALTY ASSOC LLC 58 E HOLLISTER ST CINCINNATI, OH 45219

HUNT, MARSHALL	IONIC REAL ESTATE LLC	ISAAC GRAVESON LIMITED
66 EAST HOLLISTER ST	36 HOLLISTER ST	786 OLD LUDLOW AVE
CINCINNATI, OH 45219	CINCINNATI, OH 45219	CINCINNATI, OH 45220
		·
LAURENS PROPERTY	LIFE FORWARD	MEDULLA OBLONGATA
MANAGEMENT LLC	AUBURN CENTER LLC	PROPERTY HOLDINGS LLC
4240 HUNT RD	2415 AUBURN AVE	2021 AUBURN AVE
CINCINNATI, OH 45242	CINCINNATI, OH 45219	CINCINNATI, OH 45219
MERK HOLDINGS OH 1 LLC	MOLLY KATZ MD LLC	NEW LIFE PROPERTIES INC
914 CANTERBURY TRAIL	71 E HOLLISTER ST	401 E MCMILLAN ST
RICHMOND, IN 47374	CINCINNATI, OH 45219	CINCINNATI, OH 45206
NOVAK VENTURES LLC	SEAN S PROPERTIES LLC	SHABBAT SHALOM LLC
26 EAST HOLLISTER STREET	5 CAMRAGO CANYON	24 E UNIVERSITY AVE
CINCINNATI, OH 45219	CINCINNATI, OH 45243	CINCINNATI, OH 45219
Circinta (ii), Cir 13213		ententiati, en 13213
T GERSHANOVICH TR	UC OZ LLC	UNITED STATES DEPT OF THE INTERIOR,
50 E HOLLISTER ST	2200 W 5TH AVE, SUITE 120	NATIONAL PARK SERVICE
	•	2038 AUBURN AVE
CINCINNATI, OH 45219	COLUMBUS, OH 43215	CINCINNATI, OH 45219
		S
VENUS-1 PROPERTY LLC	VINA HEIGHT LLC	WDC LLC
42 EAST HOLLISTER ST	P O BOX 32183	P O BOX 1573
CINCINNATI, OH 45219	CINCINNATI, OH 45232	NEWPORT, KY 41072-1573
Chromata, on 43213	Chremwith, On 43232	142 WI ONI, NI 710/2 13/3

# EMAIL Mt. Auburn Community Council

mtauburncincinnati@gmail.com



August 4, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: Ordinance – 644-664 Crown Street Zone Change (B Version)

Transmitted is an Ordinance captioned:

**AMENDING** the official zoning map of the City of Cincinnati to rezone certain real property commonly known as 644-664 Crown Street in the Walnut Hills neighborhood from the T4N.SF, "Transect Zone 4 Neighborhood Small Footprint," zoning district to the T5N.LS-O, "Transect Zone 5 Neighborhood Large Setback, Open Sub-Zone," zoning district to allow for the construction of a four-story multi-family building and public parking lot.

#### **Summary:**

cc:

The petitioner, Samir Kulkarni of Investing for Good, is requesting a zone change at 644-664 Crown Street in Walnut Hills from T4N.SF (Transect Zone 4 Neighborhood Small Footprint) to T5N.LS-O (Transect Zone 5 Neighborhood Large Setback, Open Sub-Zone) to permit the construction of a four-story, multi-family residential building with 78 units and public parking lot. The proposed zone change is for the second phase in the May Square development in Walnut Hills.

The City Planning Commission recommended the following on June 19, 2020 to City Council:

APPROVE the proposed zone change from T4N.SF (Transect Zone 4 Neighborhood Small Footprint) to T5N.LS-O (Transect Zone 5 Neighborhood Large Setback, Open Sub-Zone) located at 644-664 Crown Street in Walnut Hills.

Katherine Keough-Jurs, AICP, Director, Department of City Planning

## **EMERGENCY**

DBS/B

- 2020

**AMENDING** the official zoning map of the City of Cincinnati to rezone certain real property commonly known as 644-664 Crown Street in the Walnut Hills neighborhood from the T4N.SF, "Transect Zone 4 Neighborhood Small Footprint," zoning district to the T5N.LS-O, "Transect Zone 5 Neighborhood Large Setback, Open Sub-Zone," zoning district to allow for the construction of a four-story multi-family building and public parking lot.

WHEREAS, Investing for Good, LLC ("Owner") owns certain real property in the Walnut Hills neighborhood commonly known as 644-664 Crown Street ("Property"), which property comprises approximately 1.460 acres and is presently located in the T4N.SF, "Transect Zone 4 Neighborhood Small Footprint," zoning district; and

WHEREAS, the T4N.SF, "Transect Zone 4 Neighborhood Small Footprint," zoning district prohibits the construction of four-story buildings and public parking lots; and

WHEREAS, the Owner wishes to rezone the Property to the T5N.LS-O, "Transect Zone 5 Neighborhood Large Setback, Open Sub-Zone," zoning district to allow for a more diverse mix of construction types, including the construction of a four-story multi-family building and a public parking lot; and

WHEREAS, the City seeks to amend the official zoning map to rezone the Property from the T4N.SF, "Transect Zone 4 Neighborhood Small Footprint," zoning district to the T5N.LS-O, "Transect Zone 5 Neighborhood Large Setback, Open Sub-Zone," zoning district to allow the Property to be developed in a manner that is consistent with existing adjacent and abutting land uses; and

WHEREAS, the proposed zone change is consistent with the goals of the *Walnut Hills Reinvestment Plan* (2017) to "target investment and development in the Peebles Corner area" (page 54), the Action Step to "Invest in People, Homes, and Places" (page 42), and the call for "[b]ulk to shield interstate" (page 43); and

WHEREAS, the proposed zone change is consistent with *Plan Cincinnati* (2012), specifically the goal to "[p]rovide a full spectrum of housing options, and improve housing quality and affordability" (page 164), as well as the strategy to "[o]ffer housing options of varied sizes and types for residents at all stages of life" (page 169); and

WHEREAS, at a special meeting held on June 19, 2020, the City Planning Commission determined that the proposed zone change is in the interest of the public's health, safety, morals, and general welfare, and it recommended rezoning the Property from the T4N.SF, "Transect Zone

4 Neighborhood Small Footprint," zoning district to the T5N.LS-O, "Transect Zone 5 Neighborhood Large Setback, Open Sub-Zone," zoning district; and

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

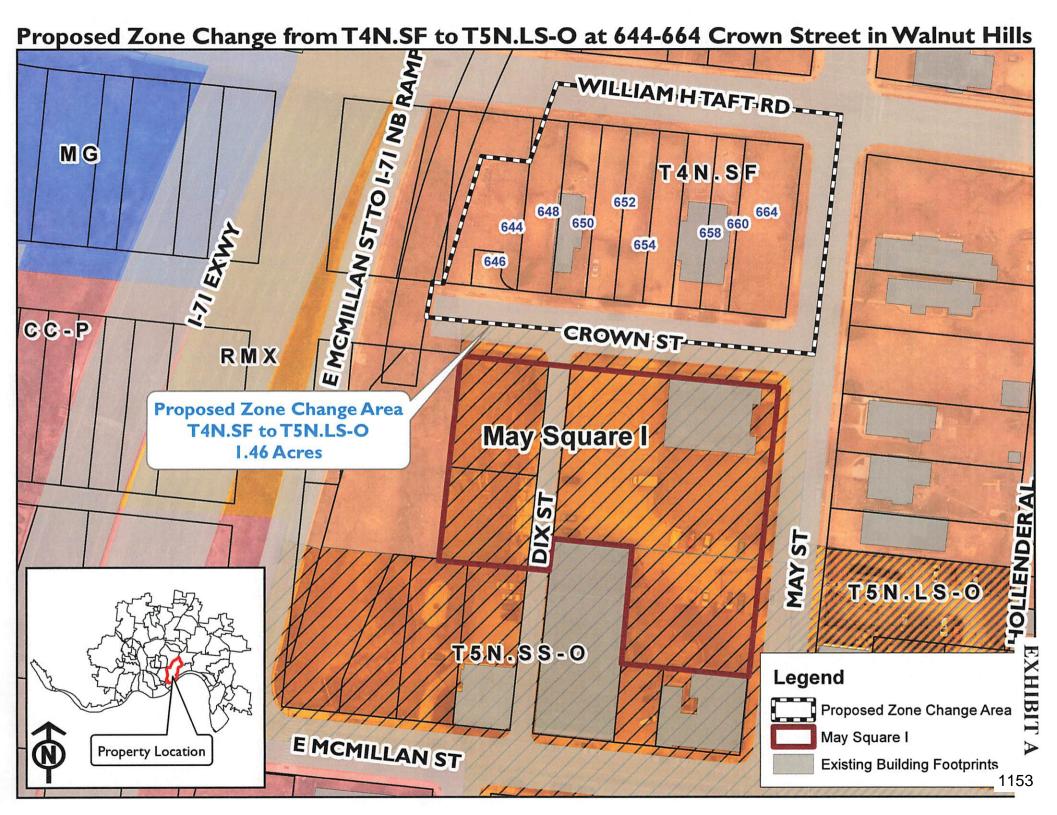
WHEREAS, the Council resolves to rezone the Property from the T4N.SF, "Transect Zone 4 Neighborhood Small Footprint," zoning district to the T5N.LS-O, "Transect Zone 5 Neighborhood Large Setback, Open Sub-Zone," zoning district, finding it to be in the interest of the public's health, safety, morals, and general welfare; now, therefore,

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

Section 1. That the shape and area of the City of Cincinnati's official zoning map in the location of the real property commonly known as 644-664 Crown Street in the Walnut Hills neighborhood, shown on the map attached hereto as Exhibit "A" and incorporated herein by reference, and being more particularly described on the legal description contained in Exhibit "B" attached hereto and incorporated herein by reference, is hereby amended from the T4N.SF, "Transect Zone 4 Neighborhood Small Footprint," zoning district to the T5N.LS-O, "Transect Zone 5 Neighborhood Large Setback, Open Sub-Zone," zoning district.

Section 2. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need for the developer to finalize its plans for the property and make application for local and federal funding sources to implement those plans.

Passed:	, 2020	
		John Cranley, Mayor
Attest:	erk	



### EXHIBIT B

### LEGAL DESCRIPTION 1.460 ACRE

Situated in Section 8, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, being part of Arnd Katterhorn's Subdivision as recorded in P.B. 3 Pg. 313, the boundary of which being more particularly described as follows:

BEGINNING at the intersection of the centerlines of Crown Street and May Street;

Thence along the centerline of Crown Street, North 83°56'07" West a distance of 346.50 feet to a point in the east right of way line of Interstate 71;

Thence along said right of way line the following five (5) courses:

- 1. North 19°20'43" East a distance of 30.82 feet:
- 2. South 83°56'07" East a distance of 9.00 feet;
- 3. North 17°25'36" East a distance of 114.76 feet;
- 4. South 83°56'10" East a distance of 42.00 feet;
- 5. North 20°37'19" East a distance of 70.26 feet to the centerline of William Howard Taft Road;

Thence along said centerline, South 83°56'07" East a distance of 247.44 feet to the centerline of May Street:

Thence along the centerline of May Street South 05°52'16" West a distance of 210.51 feet to the POINT OF BEGINNING.

Said parcel contains 1.460 acres, more or less.

The bearings of this description are based on State Plane Coordinates, Ohio South Zone, NAD 83.

This legal description was based on a field survey under the direction of Daniel K. York, Ohio Professional Surveyor Number S-8729 in December of 2018.

# City of Cincinnati



801 Plum Street, Suite 346A Cincinnati, Ohio 45202

Phone (513) 352-5243

Email jeff.pastor@cincinnati-oh.gov Web www.cincinnati-oh.gov

202000732

Jeff Pastor
Councilmember

May 21, 2020

#### **MOTION**

We MOVE that Dana Avenue between Victory Parkway and Madison Road shall receive the secondary, honorary name of William J. Keating for his contributions to the City of Cincinnati.

Councilmember Jeff Pastor

#### **STATEMENT**

Mr. Keating was a former Cincinnati City Councilmember, US Congressman, Judge, the publisher of the Cincinnati Enquirer, and a founder of the Keating, Muething, & Klekamp law firm. In 2007, he was named a Great Living Cincinnatian. He attended St. Xavier High School and the University of Cincinnati. He served in the U.S. Naval Corps during World War II.



#### Interdepartmental Correspondence Sheet

TO: Mayor and Members of City Council August 5, 2020

**FROM:** Paula Boggs Muething, Interim City Manager

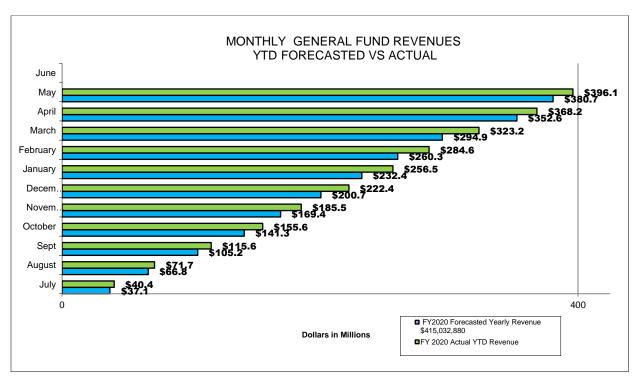
**SUBJECT:** Department of Finance Reports for the Month Ended May 31, 2020

#### MAY 2020 MONTHLY FINANCIAL REPORTS

The following report provides an update on the City of Cincinnati's financial condition as of the month ending May 31, 2020. Variances are based on current year estimates and prior year activity in attached schedules. The revenues reported in this month's report reflect the effects of the COVID-19 pandemic. With stores, bars, restaurants, conventions, hotel cancellations and other economic activity closed through April and operating a limited capacity in May, the City's local tax revenue has declined, and continued decline is expected for the remainder of the fiscal year.

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

The chart below portrays the performance of actual General Fund revenue collected against the forecasted revenue collected through May 31, 2020 and shows that actual General Fund revenues of \$396.1 million were above forecasted revenues of \$380.7 million by \$15.4 million.



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

#### GENERAL FUND REVENUE SOURCES

	FAVORABLE	(UNFAVORABLE)
	VARIANCE	VARIANCE
General Property Tax	\$714,671	
City Income Tax	\$14,436,185	
Admission Tax		(\$587,840)
Short Term Rental Excise Tax		(\$257,683)
Licenses & Permits	\$1,169,148	
Fines, Forfeitures, & Penalties		(\$1,291,915)
Investment Income	\$834,231	
Local Government		(442,902)
Casino	\$300,028	
Police		(\$359,370)
Buildings and Inspections	\$652,664	
Fire	\$596,449	
Parking Meter		(\$1,044,580)
Other	\$661,899	
	\$19,365,275	(\$3,984,291)
Difference	\$15,380,984	

**General Fund (favorable variance) is \$15.4 million** above the amount forecasted through May in the FY2020 budget. What follows is an explanation of significant variances of individual General Fund revenue components.

**General Property Tax (favorable variance) is \$715K**. The City received the final settlement for FY2020 in April. Revenue is slightly higher than projected as a result of slightly higher assessed property values utilized by the County Auditor.

**City Income Tax (favorable variance) is \$14.4 million** above the forecasted amount. City Income Tax revenue still exceeds projections due to higher than expected collections in the first half of FY2020. The income tax component represents 70% of the total General Fund percentage and is expected to meet the annual projection for the fiscal year.

**Short Term Rental Excise Tax (unfavorable variance) is down \$258K.** The Short Term Rental Program began on October 1, 2019. The number of properties registered for the program is short of projections. It is anticipated that the revenue projections will not be met this fiscal year.

**License & Permits (favorable variance) are up \$1.2 million**. The favorable variance is the result of several large projects currently under construction that were permitted earlier in the fiscal year.

**Fines, Forfeitures & Penalties (unfavorable variance) are down \$1.3 million.** Parking fine collections, which is the major driver of this negative variance, are below estimate due to reduced enforcement and less economic activity. This trend is expected to continue for the remainder of the 4<sup>th</sup> quarter.

Investment Income (favorable variance) is up \$834K. The favorable variance is due to higher than

anticipated interest rates during the year and it is anticipated that investment income will exceed the revenue projections for the fiscal year. Investment income is recognized quarterly in September, December, March and June of each fiscal year.

**Local Government (unfavorable variance) is down \$443K.** This unfavorable variance is the result of decreased revenue collection from the State of Ohio General Revenue tax sources.

**Casino (favorable variance) is up \$300K.** Payments are received July, October, January and April of each fiscal year. All FY2020 payments have been received resulting in this positive variance for the fiscal year.

**Police (unfavorable variance) is down \$359K**. This revenue variance is unfavorable because bills for alarm fines are not being sent and off-duty details have been cancelled due to the pandemic. This has resulted in less alarm fine revenue and a reduced amount of detail charges collected.

**Buildings and Inspections (favorable variance) are up \$653K.** This variance is due to an increase in permits early in the fiscal year. Revenue may be less than projected due to the impact of the COVID-19 pandemic for the remainder of the fiscal year but is expected to be above the estimate for the year.

**Fire (favorable variance) is up \$596K.** Emergency Medical Services (EMS) revenue exceeds the budget for the fiscal year as the result of a new billing vendor which utilized a more comprehensive billing process.

**Parking Meter (unfavorable variance) is down \$1 million** due to unanticipated closures, delays of the implementation of the valet program and the COVID-19 pandemic. In addition, transfers from the Restricted Fund to the General Fund have not occurred resulting in the negative variance.

**Other (favorable variance) is up \$662K.** This category is made up of many small sources of revenue that fluctuate from time to time. Finance will continue to monitor these various revenue sources.

#### **Restricted Funds:**

**Water Works Fund (favorable variance) is up \$1.1 million.** Metered water revenue was over projections from November through early March. Toward the end of March, the revenue started to decline and is not expected to meet projections in the 4<sup>th</sup> quarter. This shortage is offset by the renewal of several billing contracts which resulted in revenues higher than budget as well as investment income was higher than budget through the 3<sup>rd</sup> quarter. The department is confident that the current positive variance will be enough to offset any shortfall in metered water revenue for the remainder of the year and allow the fund to end the year at or above budget.

**Duke Energy Convention Center (favorable variance) is up \$263K.** The Duke Energy Center budgets according to bookings that occur annually or are known at the time the budget is prepared. As the year progresses, additional events are booked and account for the favorable variance. This favorable variance will be used to offset the bookings that have been cancelled for the remainder of the fiscal year due to the COVID-19 pandemic.

**Parking Meter (unfavorable variance) is down \$604K**. The unfavorable variance increased since last month due to less enforcement and reduced economic activity as a result of the COVID-19 pandemic. The annual revenue is not anticipated to meet projections by the fiscal year end.

**Stormwater Management (unfavorable variance) is down \$500K.** The fund is below the estimate through May primarily due to the COVID-19 shutdowns of businesses and a dramatic increase in unemployment which has resulted in a decrease/delay in revenue.

**Recreation Special (favorable variance) is up \$655K.** Cincinnati Recreation Commission has seen positive revenue numbers this fiscal year to date due to the timing of lagged recognition of revenues. This

positive variance will be used to offset lost revenue due to the cancellation of recreation center programs as a result of the pandemic.

**CAGIS (unfavorable variance) is down \$592K.** The unfavorable variance is due to the continued timing of billing and receipt of revenue. The department carefully watches the fund expenses to ensure they do not exceed revenues in a given fiscal year.

**CLEAR (unfavorable variance) is down \$1.8 million**. The department monitors the fund to ensure that expenditures do not exceed revenue in the fiscal year.

Submitted herewith are the following Department of Finance reports:

- 1. Comparative Statement of Revenue and Expenditures (Actual, Forecast and Prior Year) as of May 31, 2020.
- 2. Graph as of May 31, 2020 presenting the General Fund's Revenue, Expenditures and Encumbrances.
- 3. Audit of the City Treasurer's Report for the month ended April 30, 2020
- 4. Statement of Balances Analysis as of May 31, 2020.
- 5. Statement of Balances in the various funds as of May 31, 2020.

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

c: Christopher A. Bigham, Assistant City Manager Karen Alder, Finance Director

				<b>Current Year Actual vs. Forecast</b>			Current Year Actual vs. Prior Year Actual		
	Budgeted	Actual This Month	A Actual YTD	B Forecast YTD	A/B Actual vs. Forecast %	A-B Actual vs. Forecast \$Fav(Unfav)	C Actual Prior YTD	A/C Actual YTD vs. Prior YTD %	A-C Actual YTD vs. Prior YTD \$Fav(Unfav)
GENERAL FUND - #050									
Revenue									
Taxes									
General Property Tax	28,988,000.00		29,702,671.39	28,988,000.00	2.47%	714,671.39	29,008,456.27	2.39%	694,215.12
City Income Tax	289,500,000.00	22,851,701.70	276,943,205.33	262,507,020.00	5.50%	14,436,185.33	260,125,036.94	6.47%	16,818,168.39
Admissions Taxes	6,007,600.00	37,546.61	4,821,403.09	5,409,243.04	-10.87%	(587,839.95)	5,419,315.12	-11.03%	(597,912.03)
Short Term Rental Excise Tax	611,000.00	(6,255.17)	353,316.46	611,000.00	-42.17%	(257,683.54)			353,316.46
Licenses & Permits	22,077,720.00	2,199,261.73	22,171,682.55	21,002,535.04	5.57%	1,169,147.51	19,570,501.63	13.29%	2,601,180.92
Courts & Use of Money & Property									
Fines, Forfeitures, & Penalties	6,600,000.00	49,186.10	4,735,864.91	6,027,780.00	-21.43%	(1,291,915.09)	6,266,109.40	-24.42%	(1,530,244.49)
Investment Income	5,000,000.00		4,159,230.58	3,325,000.00	25.09%	834,230.58	2,949,624.70	41.01%	1,209,605.88
General Concessions, Rents, & Commission	485,000.00	3,813.03	46,639.34	432,911.00	-89.23%	(386,271.66)	147,004.34	-68.27%	(100,365.00)
Revenue from Other Agencies									
Local Government	13,300,000.00	846,554.78	11,676,457.23	12,119,359.00	-3.65%	(442,901.77)	11,488,518.43	1.64%	187,938.80
Estate Tax							348.04	-100.00%	(348.04)
Other	733,500.00	2,044.32	738,284.16	725,651.55	1.74%	12,632.61	62,112.51	1088.62%	676,171.65
Casino	8,000,000.00		8,300,028.27	8,000,000.00	3.75%	300,028.27	8,289,205.05	0.13%	10,823.22
<b>Charges for Current Services</b>									
General Government	10,505,500.00	54,124.94	10,977,581.54	10,321,653.75	6.35%	655,927.79	10,326,488.92	6.31%	651,092.62
Police	3,012,000.00	161,379.81	2,569,799.64	2,929,170.00	-12.27%	(359,370.36)	3,495,631.05	-26.49%	(925,831.41)
<b>Buildings and Inspections</b>	4,224,320.00	276,767.33	4,493,838.52	3,841,174.18	16.99%	652,664.34	4,016,241.72	11.89%	477,596.80
Miscellaneous Charges	880,000.00	342,902.46	588,623.73	837,584.00	-29.72%	(248,960.27)	1,236,910.81	-52.41%	(648,287.08)
Fire	8,927,000.00	1,018,826.91	8,780,722.37	8,184,273.60	7.29%	596,448.77	8,461,547.44	3.77%	319,174.93
Parking Meter	4,031,600.00		2,651,188.00	3,695,767.72	-28.26%	(1,044,579.72)	3,588,600.00	-26.12%	(937,412.00)
Miscellaneous Revenue	2,149,560.00	71,099.35	2,410,340.43	1,781,770.28	35.28%	628,570.15	3,541,574.70	-31.94%	(1,131,234.27)
TOTAL GENERAL FUND REVENUE	415,032,800.00	27,908,953.90	396,120,877.54	380,739,893.16	4.04%	15,380,984.38	377,993,227.07	4.80%	18,127,650.47
Appropriated Surplus	1,783,485.00		1,783,485.00				5,352,561.00	-66.68%	(3,569,076.00)
Unappropriated Surplus	8,740,524.07 (a)	614,249.72	8,740,524.07				4,434,255.85	97.11%	4,306,268.22
Expenditures	403,011,638.00	26,675,043.29	347,892,626.63				355,468,362.27	-2.13%	(7,575,735.64)
Encumbrances			8,055,852.61				9,350,368.49	-13.84%	(1,294,515.88)
•						,			

a) \$ 1,739,701 Prior year cancelled encumbrances \$ 16,558,040 Transferred to Fund 416 \$

<sup>\$ 524,000</sup> Net transferred from Weather Reserve

<sup>\$ 5,893,295</sup> Net Additional Appropriations Reserve

<sup>\$ 3,240,000</sup> Transferred to Economic Downturn

<sup>\$ 3,145,000</sup> Transferred to Fund 754 Working Capital Reserve 501,670 Transferred to Fund 455

<sup>200,000</sup> transferred to Fund 445

<sup>121,000</sup> Transferred in from Capital \$

<sup>338,587</sup> To be transferred to fund 151

			Current Year Actual vs. Forecast			Current Year Actual vs. Prior Year Actual			
	Budgeted	Actual This Month	A Actual YTD	B Forecast YTD	A/B Actual vs. Forecast %	A-B Actual vs. Forecast \$Fav(Unfav)	C Actual Prior YTD	A/C Actual YTD vs. Prior YTD %	A-C Actual YTD vs. Prior YTD \$Fav(Unfav)
WATER WORKS - #101									
Revenue	171,000,000.00	11,523,869.27	158,095,070.53	156,995,100.00	0.70%	1,099,970.53	152,203,059.72	3.87%	5,892,010.81
Unappropriated Surplus	57,634,123.49 (b)	93,909.26	57,634,123.49				46,542,916.30	23.83%	11,091,207.19
Expenditures	149,331,418.00	9,195,035.63	111,147,944.66				109,809,391.09	1.22%	1,338,553.57
Encumbrances			8,457,986.63				8,397,274.96	0.72%	60,711.67
PARKING FACILITIES - #102									
Revenue	7,901,500.00	385,873.97	6,258,334.63	7,153,227.95	-12.51%	(894,893.32)	10,532,222.72	-40.58%	(4,273,888.09)
Appropriated Surplus	0.00		0.00				1,047,909.00	-100.00%	(1,047,909.00)
Unappropriated Surplus	9,737,970.33 c)	(270,802.00)	9,737,970.33				7,843,091.74	24.16%	1,894,878.59
Expenditures	8,172,302.00	164,310.77	6,181,258.19				9,905,891.25	-37.60%	(3,724,633.06)
Encumbrances			1,083,778.57				478,026.00	126.72%	605,752.57
<b>CONVENTION CENTER - #103</b>									
Revenue	9,027,970.00	73,958.90	8,312,858.34	8,049,338.05	3.27%	263,520.29	9,585,101.60	-13.27%	(1,272,243.26)
Appropriated Surplus	1,359,180.00		1,359,180.00				860,470.00	57.96%	498,710.00
Unappropriated Surplus	3,375,409.46 (d)	0.00	3,375,409.46				2,855,912.28	18.19%	519,497.18
Expenditures	10,387,150.00	594,548.26	7,361,163.31				8,998,078.47	-18.19%	(1,636,915.16)
Encumbrances			1,743,433.56				53,080.65	3184.50%	1,690,352.91
LUNKEN AIRPORT - #104									
Revenue	2,090,500.00	158,065.40	1,982,769.05	1,946,046.45	1.89%	36,722.60	2,030,583.25	-2.35%	(47,814.20)
Appropriated Surplus	89,740.00		89,740.00				9,219.00	873.42%	80,521.00
Unappropriated Surplus	2,928,044.12 (e)	(81,406.00)	2,928,044.12				1,463,260.75	100.10%	1,464,783.37
Expenditures	2,261,646.00	115,402.25	1,841,643.03				1,585,109.00	16.18%	256,534.03
Encumbrances			55,109.82				152,956.03	-63.97%	(97,846.21)
MUNCIPAL GOLF - #105									
Revenue	5,900,000.00	672,762.65	4,080,726.53	4,950,100.00	-17.56%	(869,373.47)	4,681,656.34	-12.84%	(600,929.81)
Appropriated Surplus							399,800.00	-100.00%	(399,800.00)
Unappropriated Surplus	837,785.95 (f)	0.00	837,785.95				894,744.44	-6.37%	(56,958.49)
Expenditures	5,560,760.00	451,760.59	4,493,399.68				5,129,389.06	-12.40%	(635,989.38)
Encumbrances			42,607.74				551,487.05	-92.27%	(508,879.31)

b) \$24,032,000 Transferred to Capital

\$4,200,000 transferred to Lead Fund 312 \$82,552 reduction

to Appropriations

c) \$103,500 Transferred to Capital \$720,932 Additional Appropriations

d) \$230,000 Transferred to Capital \$13,751 Transferred to Fund 151 \$230,258 Transferred from Fund 715 \$750.000 Reduction to Appropriations

e) \$592,000 Transferred to Capital  $\quad\$929$  Transferred to Fund 151  $\quad\$81,406$  Additional Appropriation

f) \$1,500 Transfer to Capital

				<b>Current Year Actual vs. Forecast</b>			Current Year Actual vs. Prior Year Actual		
	Budgeted	Actual This Month	A Actual YTD	B Forecast YTD	A/B Actual vs. Forecast %	A-B Actual vs. Forecast \$Fav(Unfav)	C Actual Prior YTD	A/C Actual YTD vs. Prior YTD %	A-C Actual YTD vs. Prior YTD \$Fav(Unfav)
STORMWATER MANAGEMENT - #1	107								
Revenue	23,622,700.00	2,101,510.41	20,855,127.11	21,354,920.80	-2.34%	(499,793.69)	14,379,649.64	45.03%	6,475,477.47
Appropriated Surplus	164,410.00		164,410.00				1,272,464.00	-87.08%	(1,108,054.00)
Unappropriated Surplus	4,032,085.04 (g)	(50,350.00)	4,032,085.04				6,827,171.15	-40.94%	(2,795,086.11)
Expenditures	23,837,460.00	1,081,763.93	19,935,082.57				15,443,280.38	29.09%	4,491,802.19
Encumbrances			1,014,229.42				958,692.08	5.79%	55,537.34
STREET CONSTRUCTION - #301									
Revenue	15,420,490.00	996,972.91	13,095,897.85	13,716,525.86	-4.52%	(620,628.00)	9,711,879.31	34.84%	3,384,018.54
Appropriated Surplus	422,750.00		422,750.00				2,757,871.00	-84.67%	(2,335,121.00)
Unappropriated Surplus	2,034,520.33 (h)	(29,471.36)	2,034,520.33				1,099,895.19	84.97%	934,625.14
Expenditures	15,843,436.00	1,586,246.86	11,575,743.01				10,970,376.74	5.52%	605,366.27
Encumbrances			1,092,202.40				473,146.12	130.84%	619,056.28
INCOME TAX - INFRASTRUCTURE	- #302								
Revenue	18,677,420.00	1,418,207.74	18,238,826.11	16,836,947.03	8.33%	1,401,879.08	17,342,817.72	5.17%	896,008.39
Appropriated Surplus	1,704,690.00		1,704,690.00				2,078,716.00	-17.99%	(374,026.00)
Unappropriated Surplus	5,652,565.40 (i)	(129,360.94)	5,652,565.40				5,803,402.52	-2.60%	(150,837.12)
Expenditures	20,382,110.00	997,558.43	17,835,134.30				16,886,216.44	5.62%	948,917.86
Encumbrances			285,401.30				584,400.42	-51.16%	(298,999.12)
PARKING METER - #303									
Revenue	4,520,000.00	46,916.20	3,537,809.09	4,141,676.00	-14.58%	(603,866.91)			3,537,809.09
Unappropriated Surplus	0.00 (j)	0.00	0.00				0.00		
Expenditures	4,493,440.00	26,656.37	3,514,511.05						3,514,511.05
Encumbrances			285,475.57						285,475.57
MOTOR VEHICLE - #306									
Revenue	3,200,000.00	91,412.93	2,467,724.11	2,923,520.00	-15.59%	(455,795.89)	2,620,717.25	-5.84%	(152,993.14)
Appropriated Surplus	521,810.00		521,810.00				1,185,920.00	-56.00%	(664,110.00)
Unappropriated Surplus	653,740.79 (k)	(10,768.50)	653,740.79				824,456.41	-20.71%	(170,715.62)
Expenditures	3,721,810.00	149,525.29	2,627,750.26				2,373,572.28	10.71%	254,177.98
Encumbrances			19,926.77				152,684.08	-86.95%	(132,757.31)

g) \$1,307,613 Transferred to Capital \$50,350 Additional Appropriations

h) \$112,660.36 Transferred to Fund 151

i) \$879,909 Transferred to Fund 151

j) \$39,682 Transferred to Fund 151

				Current Year Act	ual vs. Forecast	;	Current Year Actual vs. Prior Year Actual		
	Budgeted	Actual This Month	A Actual YTD	B Forecast YTD	A/B Actual vs. Forecast	A-B Actual vs. Forecast \$Fav(Unfav)	C Actual Prior YTD	A/C Actual YTD vs. Prior YTD %	A-C Actual YTD vs. Prior YTD \$Fav(Unfav)
SAWYER POINT - #318									
Revenue	867,500.00	12,401.90	781,675.37	747,091.00	4.63%	34,584.37	691,534.77	13.03%	90,140.60
Appropriated Surplus	709,140.00		709,140.00				677,570.00	4.66%	31,570.00
Unappropriated Surplus	1,621,042.32 (1)	0.00	1,621,042.32				1,737,780.94	-6.72%	(116,738.62)
Expenditures	1,576,640.00	12,127.70	841,412.70				723,226.15	16.34%	118,186.55
Encumbrances			111,756.05				207,348.33	-46.10%	(95,592.28)
<b>RECREATION SPECIAL - #323</b>									
Revenue	4,900,000.00	78,182.09	5,076,608.93	4,421,270.00	14.82%	655,338.93	4,784,855.77	6.10%	291,753.16
Appropriated Surplus	1,313,490.00		1,313,490.00				340,632.00	285.60%	972,858.00
Unappropriated Surplus	1,447,739.61 m)	2,500.00	1,447,739.61				1,777,345.92	-18.54%	(329,606.31)
Expenditures	6,213,490.00	234,110.70	3,799,141.51				3,613,385.29	5.14%	185,756.22
Encumbrances			143,143.97				207,971.72	-31.17%	(64,827.75)
RIVERFRONT PARK - #329									
Revenue	1,143,000.00	199,588.84	1,019,836.91	983,437.20	3.70%	36,399.71	665,991.89	53.13%	353,845.02
Appropriated Surplus							134,311.00	-100.00%	(134,311.00)
Unappropriated Surplus	3,594,476.30 (n)	0.00	3,594,476.30				2,924,242.80	22.92%	670,233.50
Expenditures	1,013,880.00	88,724.06	579,675.62				220,364.03	163.05%	359,311.59
Encumbrances			71,096.41				123,241.81	-42.31%	(52,145.40)
HAZARD ABATEMENT - #347									
Revenue	915,000.00	40,278.50	592,560.60	811,971.00	-27.02%	(219,410.40)	1,065,008.61	-44.36%	(472,448.01)
Appropriated Surplus	413,710.00		413,710.00				378,950.00	9.17%	34,760.00
Unappropriated Surplus	2,223,227.49 (o)	482.22	2,223,227.49				1,847,106.96	20.36%	376,120.53
Expenditures	1,328,710.00	26,703.38	157,762.04				308,190.94	-48.81%	(150,428.90)
Encumbrances			15,627.75				397,759.12	-96.07%	(382,131.37)

o) \$295,100 Additional Appropriations

			AS OF IM	A1 31, 2020					
				<b>Current Year Actual vs. Forecast</b>				r Actual vs. Prio	r Year Actual
	Budgeted	Actual This Month	A Actual YTD	B Forecast YTD	A/B Actual vs. Forecast %	A-B Actual vs. Forecast \$Fav(Unfav)	C Actual Prior YTD	A/C Actual YTD vs. Prior YTD %	A-C Actual YTD vs. Prior YTD \$Fav(Unfav)
BOND HILL ROSELAWN STAB #358	3								
Appropriated Surplus							200,000.00	-100.00%	(200,000.00)
Unappropriated Surplus	501,467.53 (p)	0.00	501,467.53				400,000.00	25.37%	101,467.53
Expenditures	200,000.00		122,140.36				174,010.40	-29.81%	(51,870.04)
Encumbrances			77,859.64				25,989.60	199.58%	51,870.04
9-1-1 CELL PHONE FEES - #364									
Revenue	1,300,000.00		1,107,392.60	1,043,250.00	6.15%	64,142.60	865,112.10	28.01%	242,280.50
Appropriated Surplus	47,090.00		47,090.00				450,110.00	-89.54%	(403,020.00)
Unappropriated Surplus	621,439.85 (q)	0.00	621,439.85				327,711.86	89.63%	293,727.99
Expenditures	1,347,090.00	60,232.02	1,017,104.38				392,196.91	159.34%	624,907.47
Encumbrances			77,130.00				159,508.20	-51.65%	(82,378.20)
SAFE AND CLEAN - #377									
Revenue	50,000.00	7,967.84	46,437.08	48,100.00	-3.46%	(1,662.92)	48,099.51	-3.46%	(1,662.43)
Appropriated Surplus	500.00		500.00						500.00
Unappropriated Surplus	69,597.10 r	0.00	69,597.10				14,847.17	368.76%	54,749.93
Expenditures	50,500.00	842.01	10,000.00				7,396.84	35.19%	2,603.16
Encumbrances			40,500.00				42,603.16	-4.94%	(2,103.16)
HEALTH SERVICES - #395									
Revenue	23,174,000.00	3,909,198.47	19,200,282.49	21,836,860.20	-12.07%	(2,636,577.71)	19,422,962.81	-1.15%	(222,680.32)
Appropriated Surplus	1,405,400.00		1,405,400.00				1,625,548.00	-13.54%	(220,148.00)
Unappropriated Surplus	304,872.40 (s)	0.00	304,872.40				2,238,625.54	-86.38%	(1,933,753.14)
Expenditures	24,579,400.00	3,412,474.19	19,606,991.77				20,039,756.99	-2.16%	(432,765.22)
Encumbrances			1,377,048.93				1,336,186.16	3.06%	40,862.77

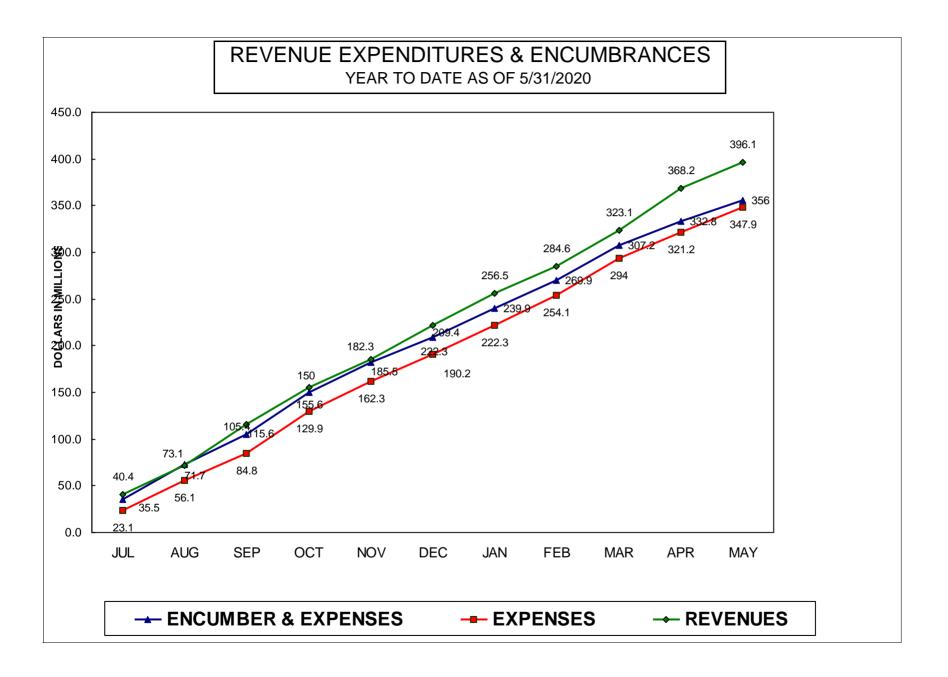
				71 01, 2020							
				Current Year Act	tual vs. Forecast	t	Current Year	Current Year Actual vs. Prior Year Actual			
	Budgeted	Actual This Month	A Actual YTD	B Forecast YTD	A/B Actual vs. Forecast %	A-B Actual vs. Forecast \$Fav(Unfav)	C Actual Prior YTD	A/C Actual YTD vs. Prior YTD %	A-C Actual YTD vs. Prior YTD \$Fav(Unfav)		
CINCINNATI HEALTH DISTRICT	- #416										
Revenue	615,000.00	36,019.05	547,168.49	562,602.00	-2.74%	(15,433.51)			547,168.49		
Appropriated Surplus	16,930,982.68		16,930,982.68						16,930,982.68		
Unappropriated Surplus	0.00 (t)	0.00	0.00								
Expenditures	17,545,982.68	1,304,932.86	15,079,837.00						15,079,837.00		
Encumbrances			151,707.14						151,707.14		
CAGIS - #449											
Revenue	4,491,030.00	302,168.08	3,879,237.28	4,471,269.47	-13.24%	(592,032.19)	4,176,649.49	-7.12%	(297,412.21)		
Appropriated Surplus	209,750.00		209,750.00				288,440.00	-27.28%	(78,690.00)		
Unappropriated Surplus	950,082.22 (u)	368.19	950,082.22				(2,472.34)	-38528.46%	952,554.56		
Expenditures	4,700,780.00	189,086.45	2,941,437.33				3,147,321.66	-6.54%	(205,884.33)		
Encumbrances			118,241.24				56,825.19	108.08%	61,416.05		
STREETCAR OPERATIONS - #455											
Revenue	3,000,000.00	13,019.59	2,573,367.15	2,843,700.00	-9.51%	(270,332.85)	2,275,224.07	13.10%	298,143.08		
Appropriated Surplus	1,037,670.00		1,037,670.00				635,458.00	63.29%	402,212.00		
Unappropriated Surplus	371,537.73 (v)	84,694.70	371,537.73				706,657.89	-47.42%	(335,120.16)		
Expenditures	4,037,670.00	(17,401.87)	2,905,172.19				2,004,558.09	44.93%	900,614.10		
Encumbrances			660,734.74				772,487.83	-14.47%	(111,753.09)		
CLEAR - #457											
Revenue	5,188,280.00		2,835,865.14	4,677,753.25	-39.38%	(1,841,888.11)	3,357,847.69	-15.55%	(521,982.55)		
Appropriated Surplus	165,860.00		165,860.00				173,242.00	-4.26%	(7,382.00)		
Unappropriated Surplus	880,862.53 w)	(4,851.42)	880,862.53				481,676.32	82.87%	399,186.21		
Expenditures	5,354,140.00	227,457.70	3,067,272.41				2,915,955.32	5.19%	151,317.09		
Encumbrances			328,014.43				445,818.35	-26.42%	(117,803.92)		
INCOME TAX - TRANSIT - #759											
Revenue	56,157,260.00	4,422,953.05	53,712,162.91	50,623,523.60	6.10%	3,088,639.31	50,444,693.29	6.48%	3,267,469.62		
Appropriated Surplus							2,217,809.00	-100.00%	(2,217,809.00)		
Unappropriated Surplus	8,304,856.87 (x)	0.00	8,304,856.87				5,913,542.74	40.44%	2,391,314.13		
Expenditures	55,989,340.00	4,419,861.94	55,801,188.75				56,484,520.92	-1.21%	(683,332.17)		
Encumbrances			8,500.00				8,000.00	6.25%	500.00		

<sup>(</sup>x) \$ 100,000 Transferred to Capital

w) 14,529 Transferred to Fund 151

<sup>(</sup>v) \$ 501,670 Tranfer in from 050

<sup>(</sup>t) \$10,169,443 Net transfer in from 050





#### Interdepartmental Correspondence Sheet

May 28, 2020

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

**FROM:** Karen Alder, Finance Director

**SUBJECT:** Audit of the City Treasurer's Report for the Month Ended April 30, 2020

In accordance with Article IX, Section 5, of the Administrative Code of the City of Cincinnati, the Finance Director has examined the Statement of the City Treasurer for the month ended April 30, 2020 and has found it to be correct.

We have on file certifications from banking institutions showing the amounts on deposit as of April 30, 2020.

Certified US Bank Balance	\$7,399,833.67	
Certified Fifth Third Bank Balance	\$98,398,035.31_	
General Account Bank Balance Total		\$105,797,868.98

Adjusted for:

Outstanding Checks (\$3,639,490.40)

Net Deposits in Transit \$1,416,462.27

Reconciling Items \$509,212.25 (\$1,713,815.88)

City of Cincinnati Treasurer's Balance \$104,084,053.10

#### **Parking System Facilities**

Certified Fifth Third Bank Balance \$11,366.56

Adjusted for:

 Net Deposits in Transit
 \$364.51

 Outstanding Checks
 \$0.00

 Interest
 (\$283.25)

 Reconciling Items
 (\$1,889.39)
 (\$1,808.13)

City of Cincinnati Treasurer's Balance \$9,558.43

#### **Retirement System**

Certified US Bank Balance \$20,524,096.43

Adjustment for:

**Outstanding Checks** (\$89,839.26) Net Deposit in Transit \$1,115,925.32

\$390.51

**Reconciling Items** \$1,026,476.57

City of Cincinnati Treasurer's Balance \$21,550,573.00

### **CITY OF CINCINNATI**

#### **Statement of Balances Analysis**

May 2018, 2019, 2020

<b>Fund</b> 050		Appropriat	ions	Expenditures Year-to-Date					
	2018	2019	2020	2018	%	2019	%	2020	%
City Council	2,058,050	2,152,505	2,025,717	1,826,502	88.7%	1,908,487	88.7%	1,840,083	90.8%
Mayor	725,516	838,422	881,445	646,415	89.1%	680,024	81.1%	668,890	75.9%
Clerk of Council	685,011	661,767	646,706	533,513	77.9%	542,508	82.0%	551,418	85.3%
ETS	5,433,103	6,261,346	6,191,170	4,944,441	91.0%	5,296,177	84.6%	5,712,989	92.3%
City Manager	19,902,065	19,834,830	24,086,934	16,900,994	84.9%	15,498,333	78.1%	17,050,506	70.8%
Law	6,993,696	7,550,317	7,343,030	6,072,743	86.8%	6,496,236	86.0%	6,616,416	90.1%
<b>Human Resources</b>	1,780,012	1,775,595	1,956,106	1,556,235	87.4%	1,392,668	78.4%	1,516,250	77.5%
Finance	7,029,003	6,977,302	6,873,998	5,390,912	76.7%	5,687,757	81.5%	5,099,284	74.2%
Comm. Development	8,503,252	9,363,499	8,582,257	6,135,546	72.2%	5,976,143	63.8%	6,140,608	71.6%
City Planning	735,137	639,781	521,680	664,221	90.4%	504,802	78.9%	460,779	88.3%
Citizen's Complaint Authority	647,107	652,442	624,531	505,968	78.2%	565,676	86.7%	536,088	85.8%
Recreation	15,445,458	16,120,435	15,414,894	12,679,679	82.1%	13,417,588	83.2%	13,793,417	89.5%
Parks	9,113,624	8,662,985	8,810,785	7,739,163	84.9%	7,317,834	84.5%	6,553,011	74.4%
<b>Buildings &amp; Inspections</b>	9,763,531	9,914,665	9,649,007	7,818,778	80.1%	8,551,413	86.3%	8,774,027	90.9%
Police	139,082,503	148,358,323	154,580,167	124,955,857	89.8%	134,498,468	90.7%	139,644,499	90.3%
Transportation/Engineering	3,135,315	2,864,735	2,291,450	2,576,418	82.2%	2,465,028	86.0%	1,701,102	74.2%
<b>Public Services</b>	17,083,045	15,517,462	14,573,134	14,218,542	83.2%	13,643,339	87.9%	12,023,157	82.5%
Public Health	16,928,292	16,553,513	0	14,997,032	88.6%	14,753,039	89.1%	0	#Num!
Fire	113,140,789	119,885,292	122,255,436	101,295,314	89.5%	105,371,468	87.9%	107,651,722	88.1%
<b>Economic Inclusion</b>	1,096,500	971,235	857,654	983,137	89.7%	890,882	91.7%	799,703	93.2%
Departmental	379,281,009	395,556,451	388,166,101	332,441,411	87.7%	345,457,870	87.3%	337,133,949	86.9%
Non-Departmental	18,622,200	13,833,890	14,845,537	15,384,032	82.6%	10,010,492	72.4%	10,758,678	72.5%
Total	397,903,209	409,390,341	403,011,638	347,825,443	87.4%	355,468,362	86.8%	347,892,627	86.3%
Encumbrances				10,884,708		9,350,368		8,055,853	
Total commitments				358,710,152		364,818,731		355,948,479	

Friday, June 12, 2020 1170

**Comments on Expenditures:** 



August 5, 2020

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

From: Paula Boggs Muething, Interim City Manager

Subject: Ordinance - Ohio Department of Public Safety COVID-19 Grant

Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$1,500 from the Ohio Department of Public Safety, Division of Emergency Medical Services to provide reimbursement of COVID-19 personal protective equipment and supplies.

Approval of this Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant of up to \$1,500 from the Ohio Department of Public Safety, Division of Emergency Medical Services to provide reimbursement of COVID-19 personal protective equipment and supplies. The Director of Finance is authorized to deposit the grant funds into Fire Grants Fund 472.

This grant does not require additional FTE or matching funds.

This Ordinance is in accordance with the "Live" goal to "create a more livable community" as described on page 156 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

cc: Christopher A. Bigham, Assistant City Manager Karen Alder, Finance Director

Attachment



**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$1,500 from the Ohio Department of Public Safety, Division of Emergency Medical Services to provide reimbursement of COVID-19 personal protective equipment and supplies.

WHEREAS, a grant of up to \$1,500 is available from the Ohio Department of Public Safety, Division of Emergency Medical Services to provide reimbursement of COVID-19 personal protective equipment and supplies; and

WHEREAS, this grant does not require an FTE increase or any matching funds; and

WHEREAS, this ordinance is in accordance with the "Live" goal to "create a more livable community" as described on page 156 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to apply for, accept, and appropriate a grant of up to \$1,500 from the Ohio Department of Public Safety, Division of Emergency Medical Services to provide reimbursement of COVID-19 personal protective equipment and supplies.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Fire Grants Fund 472.

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

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

Passed:	, 2020	
		John Cranley, Mayor
Attest:		
Cle	rk	



August 3, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: PROPERTY SALE AND DEVELOPMENT AGREEMENT FOR 2600

APARTMENT, LLC

Attached is an Emergency Ordinance captioned as follows:

AUTHORIZING the City Manager to execute a *Property Sale and Development Agreement* with 2600 Apartments LLC for the sale, at fair market value, of City-owned real property located at the northeast corner of the intersection of Short Vine and Corry Streets in the Corryville neighborhood of Cincinnati, for assemblage with the purchaser's adjoining property in connection with the construction of a mixed-use commercial and residential development; ESTABLISHING new capital improvement project account no. 980x162x211641, "DCED Property Improvements" for the purpose of providing resources for permanent improvements to vacant buildings and properties controlled or previously controlled by the Department of Community and Economic Development; and further, DECLARING expenditures from capital improvement program project account no. 980x162x211641, "DCED Property Improvements," to be for a public purpose.

#### BACKGROUND/CURRENT CONDITIONS

2600 Apartments, LLC (an affiliate of Uptown Rental Properties) is proposing a split site project along the 2600 Block of Short Vine Street in the Corryville neighborhood. The properties include 2600, 2604, 2622, and 2624-2632 Short Vine ("Property"). 2600-2604 is currently a vacant lot located at the southeast corner of Short Vine Street and East Corry Street. 2622-2632 is a blighted building that has sat vacant for over a decade. This two-story building is one of the last remaining blighted properties in the revitalized Corryville business district. The developer requires a portion of a City-owned parcel located at approximately 4 East Corry Street to create a contiguous, developable site.

Property Sale and Development Agreement 2600 Apartments, LLC Page 2 of 3

#### **DEVELOPER INFORMATION**

2600 Apartments, LLC is an affiliate of Uptown Rental Properties. Uptown Rental Properties has over 25-years of development, construction, and property management experience. Their primary focus has been the revitalization of the Corryville and Mt. Auburn neighborhoods. The developer has continued to value strong partnership with the City and communities in which they work.

#### PROJECT DESCRIPTION

The Developer intends to invest a total of approximately \$7,908,196 to acquire, demolish, and construct new one residential and one mixed-use building to LEED Silver standards ("Project"). The project will include approximately 27 apartments units with a combination of 1 to 5 bedrooms. Rents range from \$1,325-\$2,950. The developer as agreed to keep 1 unit at 80% AMI and not more than one-third of the occupant's income for the duration of the abatement.

The commercial storefront space is intended for a restaurant space that will create two (2) FTEs with an annual payroll of \$90,000. The project will also create forty (40) temporary construction FTEs at a total payroll of \$1,920,000.

In addition to creating jobs and housing, the development will remove activate two the few remaining blighted and/or vacant properties in the Corryville business district.

The Project and the proposed incentive supports the following 'Compete' and 'Live' items within *Plan Cincinnati*: Encourage "small and medium-sized local businesses to locate within centers of activity to help businesses grow and neighborhoods revitalize" ('Compete,' p. 116) and "provide a full spectrum of housing options, and improve housing quality and affordability" ('Live,' p. 164).

#### PROPOSED INCENTIVE

DCED is proposing the sale of City-owned property at fair market value to the developer in order to facilitate the portion of development located at the corner of Short Vine and East Corry Street. The City's appraisal valued the property at \$29,500. The property is necessary for the developer to create a contiguous, developable site. DCED is also proposing a CRA tax abatement through a separate emergency ordinance.

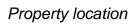
#### RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

Attachment: A. Property location and photographs

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

### **Attachment A: Property Location and Photographs**











# City of Cincinnati

CHM

## An Ordinance No.

- 2020

AUTHORIZING the City Manager to execute a *Property Sale and Development Agreement* with 2600 Apartments LLC for the sale, at fair market value, of City-owned real property located at the northeast corner of the intersection of Short Vine and Corry Streets in the Corryville neighborhood of Cincinnati, for assemblage with the purchaser's adjoining property in connection with the construction of a mixed-use commercial and residential development; ESTABLISHING new capital improvement project account no. 980x162x211641, "DCED Property Improvements" for the purpose of providing resources for permanent improvements to vacant buildings and properties controlled or previously controlled by the Department of Community and Economic Development; and further, DECLARING expenditures from capital improvement program project account no. 980x162x211641, "DCED Property Improvements," to be for a public purpose.

WHEREAS, the City owns approximately 0.0689 acres of undeveloped real property located at the northeast corner of the intersection of Short Vine and Corry Streets, as more particularly described and depicted in the *Property Sale and Development Agreement* attached to this ordinance as Attachment A (the "Sale Property"), which is under the management and control of the City's Department of Community and Economic Development ("DCED"); and

WHEREAS, 2600 Apartments LLC ("Developer") desires to purchase the Sale Property from the City, for consolidation with certain abutting real property that Developer owns or otherwise controls through an affiliate company, on which consolidated site Developer seeks to construct approximately 33,606 square feet of residential rental space, consisting of approximately 27 apartment units, and approximately 2,128 square feet of commercial space at an estimated aggregate construction cost of approximately \$6,357,217 (the "Project"); and

WHEREAS, Section 13 of Article VIII of the Ohio Constitution provides that, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political subdivisions to sell, lease, exchange, or otherwise dispose of property within the State of Ohio for industry, commerce, distribution, and research; and

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

WHEREAS, pursuant to Section 721.01 of the Ohio Revised Code, and Section 331-1 of the Cincinnati Municipal Code, the City may sell real property that is not needed for municipal purposes; and

WHEREAS, the City Manager, being the officer having the custody and control of the Sale Property, and upon consultation with DCED, has determined that the Sale Property is not needed for any municipal purpose; and

WHEREAS, the City's Real Estate Services Division has determined, by professional appraisal, that the approximate fair market value of the Sale Property is \$29,500, which Developer has agreed to pay; and

WHEREAS, pursuant to Section 331-5 of the Cincinnati Municipal Code, Council may authorize the sale of City-owned real property without competitive bidding in those cases in which it determines that it is in the best interest of the City; and

WHEREAS, the appropriation of the proceeds from the sale of the Sale Property to a newly established capital improvement program project account no. 980x162x211641, "DCED Property Improvements," will allow for capital improvements to vacant buildings and properties controlled or previously controlled by the Department of Community and Economic Development; and

WHEREAS, improvements to properties managed by the Department of Community and Economic Development are in accordance with the "Live" goal to "create a more livable community" and strategy to "support and stabilize our neighborhoods" as described on pages 156 and 160-163 of *Plan Cincinnati (2012)*; and

WHEREAS, City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the Sale Property at its meeting on July 17, 2020; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a *Property Sale and Development Agreement* with 2600 Apartments LLC ("Developer"), in substantially the form attached to this ordinance as Attachment A, pursuant to which the City of Cincinnati will sell to Developer approximately 0.0689 acres of City property located at the northeast corner of the intersection of Short Vine and Corry Streets (the "Sale Property"), for assemblage with Developer's adjoining property.

Section 2. That the Sale Property is not needed for any municipal purpose.

Section 3. That the fair market value of the Sale Property, as determined by appraisal by the City's Real Estate Services Division, is approximately \$29,500, which Developer has agreed to pay.

Section 4. That eliminating competitive bidding in connection with the City's sale of the Sale Property is in the best interest of the City because the City desires to sell the Sale Property to Developer to facilitate the development of 33,606 square feet of residential rental space, consisting of approximately 27 apartment units, and approximately 2,128 square feet of commercial space, providing the City with quality housing, jobs, and other economic and non-economic benefits.

Section 5. That the City's Finance Director is hereby authorized to establish new capital improvement program project account no. 980x162x211641, "DCED Property Improvements" for the purpose of providing resources for permanent improvements to vacant buildings and properties controlled or previously controlled by the Department of Community and Economic Development.

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

Section 7. That the City's Finance Director is authorized to transfer and appropriate such excess funds from the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757 to capital improvement program project account no. 980x162x211641, "DCED Property Improvements."

Section 8. That expenditures from capital improvement program project account no. 980x162x211641, "DCED Property Improvements," are hereby declared to be for a public purpose because it will provide local improvements and increase neighborhood vitality.

Section 9. That the City Manager and other City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance and the *Property Sale and Development Agreement*, including, without limitation, executing any and all other ancillary agreements, plats, deeds, easement agreements, affidavits, closing statements, and other documents.

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 to enable the City's sale of the Sale Property to occur as soon as possible so that Developer can promptly move forward with the project, which will result in the stimulation of economic growth in the City of Cincinnati at the earliest possible date, and to create the new capital improvement program project account before the sale of the Sale Property is complete.

Passed:		, 2020	
			John Cranley, Mayor
Attest:	Clerk		

### ATTACHMENT A

 $J^{\perp}$ 

Contract No.	
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#### PROPERTY SALE AND DEVELOPMENT AGREEMENT

between the

#### **CITY OF CINCINNATI**

and

#### **2600 APARTMENTS LLC**

Project Name: 4 E. Corry Street and 2604 Short Vine Street

(sale of a vacant land in Corryville for construction of mixed-use project)

#### PROPERTY SALE AND DEVELOPMENT AGREEMENT

This Agreement is made as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, Ohio 45202 (the "City"), and 2600 APARTMENTS LLC, an Ohio limited liability company, with a mailing address of 256 E. University Avenue, Cincinnati, Ohio 45219 ("Developer").

#### Recitals:

- A. The City owns certain real property located at 4 E. Corry Street and 2604 Short Vine Street in the Corryville neighborhood, which properties are more particularly described on <u>Exhibit A</u> (*Legal Description*) and depicted on <u>Exhibit B</u> (*Survey Plat*) hereto (the "City Sale Property"). The City Sale Property is under the management and control of the Department of Community and Economic Development ("DCED") and consists of a vacant lot containing public utility infrastructure and streetscaping.
- B. Developer owns or otherwise controls certain real property adjoining the City Sale Property located at the northeast corner of the intersection of East Corry and Short Vine Streets (the "**Developer's Property**"). Developer seeks the City to sell the City Sale Property to Developer to be consolidated with Developer's Property, thereby creating a property assemblage that will accommodate the construction of a new mixed-use development, as more particularly described on <u>Exhibit C</u> (*Scope of Work*) (the "**Project**").
- C. The City desires to facilitate the Project and is agreeable to sell the City Sale Property to Developer. The City's Real Estate Services Division appraised the City Sale Property and has determined that its fair market value is approximately \$29,500.00, which price Developer has agreed to pay. The City is also cooperating to facilitate a real property tax abatement with respect to the Project pursuant to a Community Reinvestment Area Tax Exemption Agreement (the "CRA Agreement"), subject to passage by City Council of a separate ordinance authorizing such abatement.
- D. Section 13 of Article VIII of the Ohio Constitution provides that, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political subdivisions to sell, lease, exchange, or otherwise dispose of property within the State of Ohio for industry, commerce, distribution and research.
- E. Section 16 of Article VIII of the Ohio Constitution provides that it is in the public interest and a proper public purpose for the City to enhance the availability of adequate housing and to improve the economic and general well-being of the people of the City by providing or assisting in providing housing.
- F. The City has determined that (i) the City Sale Property is not needed for a municipal purpose, and (ii) the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents, and the City's sale of the City Sale Property to Developer to facilitate the Project is consistent with the City's objective of creating good quality housing options within the Corryville neighborhood, thereby contributing to the social and economic viability and stability of the neighborhood.
- G. The City has determined that eliminating competitive bidding in connection with the City's sale of the City Sale Property is justified because the City has determined that the sale of the City Sale Property to Developer will allow Developer to assemble a buildable site to accommodate the construction of the Project, thereby promoting the City's objective of creating good quality housing options in the Corryville neighborhood and enabling currently undeveloped land to be put to its highest and best use, providing the City with jobs and other economic benefits.
- H. City Planning Commission, having the authority to recommend the change in the use of Cityowned property, approved the sale of the City Sale Property to Developer at its meeting on July 17, 2020.

{00316755-2}

I.	Execution	of this	Agreement	was	authorized	by	Cincinnati	City	Council	by	Ordinance	No.
2020,	passed on _		, 2020.									

NOW, THEREFORE, the parties agree as follows:

1. Purchase Price. Subject to the terms and conditions set forth herein, the City hereby agrees to sell the City Sale Property to Developer, and Developer hereby agrees to purchase the City Sale Property from the City, for a purchase price of \$29,500.00 (the "Purchase Price"). Developer acknowledges that it is familiar with the condition of the City Sale Property and, at Closing, the City shall convey the City Sale Property to Developer in "as is" condition. The City makes no representations or warranties to Developer with respect to the condition of the City Sale Property and, from and after the Closing, the City shall have no liability of any kind to Developer for any defects, adverse environmental condition, or any other matters affecting the City Sale Property.

#### 2. Real Estate Closing.

- (A) <u>Surveys and Deeds</u>. The parties shall work cooperatively to accomplish the following steps, in the following order, at no expense to the City (steps (i) and (ii) referred to herein as the "**Pre-Closing Work**":
  - (i) Cut-Up of Existing City Property: Prior to Closing, the City shall file with the Hamilton County Auditor and Recorder a City-to-City Quitclaim Deed and Plat of Survey, in substantially the form attached as <a href="Exhibit D">Exhibit D</a> (Quitclaim Deed City Sale Property Cut Up) hereto, for the purpose of subdividing the existing City property into the City Sale Property and City remainder property.
  - (ii) City's Conveyance of City Sale Property to Developer; Creation of Covenants and Restrictions: At such time as the parties are ready to close (the "Closing"), the City shall execute and deliver to Developer, and Developer shall promptly thereafter file with the Hamilton County Auditor and Recorder, a Quitclaim Deed, in substantially the form attached as Exhibit E (Quitclaim Deed City Sale Property) hereto, pursuant to which:
    - (a) The City shall convey title to the City Sale Property to Developer; and
    - (b) The City shall reserve the right to re-acquire the City Sale Property if Developer fails to obtain all necessary building permits to initiate construction on the Project within the specified time frame provided for herein.
- (B) <u>Closing Conditions</u>. The Closing shall not occur until each of the following conditions ("Closing Conditions") have been satisfied or waived:
  - (i) <u>Pre-Closing Work</u>: Developer and the City have completed all of the Pre-Closing Work;
  - (ii) <u>Coordinated Report Conditions</u>: Developer shall have satisfied all applicable Coordinated Report Conditions (as defined below) in the City's discretion;
  - (iii) <u>Financing</u>: Developer has delivered to the City evidence of a satisfactory loan commitment(s) from Developer's lender(s) evidencing that Developer has secured or will be able to secure all financing necessary to complete the Project;
  - (iv) <u>Other Due Diligence Documentation</u>: Developer has delivered to the City all reasonably requested due diligence documentation related to the City Sale Property

- or Project, and the City has approved the contents and form of all such documentation;
- (v) <u>Construction Schedule</u>: Developer has delivered to the City a projected construction schedule for the Project;
- (vi) <u>Zoning Approval</u>: Evidence that Developer has attained or will attain all zoning approvals that may be required for completion of the Project, including any needed approval to re-zone the Project Site;
- (vii) <u>Building Permit</u>: Evidence that Developer has obtained or is ready to obtain a building permit issued by the City's Department of Buildings and Inspections for the construction of the Project;
- (viii) <u>Project Completion:</u> Based upon all information then available to the City, the City must be reasonably satisfied that the Developer has attained or will attain all approvals and awards necessary to complete the Project; has made no false or misleading claims to the City regarding the Project; and is otherwise prepared, able, and ready to complete the Project in accordance with the requirements of this Agreement; and
- (ix) <u>Continued Compliance</u>: Developer is in compliance with all obligations under this Agreement and that all representations made by Developer under this Agreement or any other document executed between Developer and the City related to the Project continue to be true and accurate.

All of the investigations and documents referred to in this section shall be performed and obtained, as the case may be, at no cost to the City. If Developer desires to enter upon the City Sale Property from time to time to perform surveys or other inspections, the City shall use reasonable efforts to promptly provide Developer with a separate Right-of-Entry for such purposes written on the City's standard form.

- (C) <u>90-Day Due Diligence Period; Right to Terminate</u>. If either party determines, after exercising reasonable good faith efforts, that any of the Closing Conditions are not or cannot be satisfied within <u>90 days</u> after the Effective Date (the "Due Diligence Period"), such party shall have the right to terminate this Agreement by giving written notice thereof to the other party on or prior to the expiration of the Due Diligence Period, whereupon this Agreement and all rights and obligations of the parties hereunder shall terminate. If neither party terminates this Agreement within the Due Diligence Period, the Closing shall occur on the date set forth in paragraph 2(D) below.
- (D) <u>Closing Date</u>. The closing ("**Closing**") shall take place <u>120 days</u> after the Effective Date (<u>i.e.</u>, 90-day Due Diligence Period, plus 30 days to prepare for closing), or on such earlier or later date as the parties may agree upon.
- (E) <u>Closing Costs and Closing Documents.</u> At the Closing, (i) Developer shall pay the Purchase Price in full, and (ii) the City shall convey all of its right, title and interest in and to the City Sale Property to Developer by Quitclaim Deed in the form of <u>Exhibit E</u> hereto. Developer shall pay all Hamilton County, Ohio recording fees and any and all other customary closing costs associated with the Closing such that the City shall not be required to come up with any funds for the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Developer shall pay all real estate taxes and assessments allocable to the City Sale Property thereafter becoming due. The provisions of this Agreement shall survive the City's execution and delivery of the Quitclaim Deed and shall not be deemed to have been merged therein. At Closing, the parties shall execute a closing statement and any and all other customary closing documents that are necessary for the Closing; provided, however, that

the City shall not be required to execute an Affidavit of Title or other similar documents pertaining to title, it being acknowledged by Developer that the City is selling the City Sale Property "as is." Developer shall not sell or transfer title to the City Sale Property or any portion thereof to another developer or anyone else prior to the completion of the Project without the City's prior written consent. Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Developer shall pay to the City any and all unpaid related and unrelated fines, penalties, judgments, water or other utility charges, and any and all other outstanding amounts owed by Developer or any of its affiliated entities to the City.

### 3. <u>Commencement of Project; Re-conveyance of Property to City Upon Failure to Timely</u> Obtain Building Permits.

- (A) <u>Project Commencement Date</u>. Developer shall have obtained all building permits enabling commencement of on-site construction of the Project no later than the Project Commencement Date (as defined below).
- (B) <u>Project Commencement; Repurchase Option</u>. No later than 2 months after the Closing, Developer shall have applied for and received the required building permits from the City's Department of Buildings and Inspections to begin construction of the Project ("Project Commencement Date"). As memorialized in the City's Quitclaim Deed, if Developer has not applied for and received the required building permits from the City's Department of Buildings and Inspections on or before the Project Commencement Date, the City shall have the option to repurchase the City Sale Property for the Purchase Price, as defined in Section 1, above, by limited warranty deed, free and clear of all liens and encumbrances except those, if any, that were in existence as of the date and time of the Closing ("Repurchase Option"), exercisable by giving written notice thereof to Developer at any time after the Project Commencement Date, but prior to the start of on-site construction.
- (C) <u>Plans and Specifications</u>. Developer shall complete the Project in accordance with Cityapproved plans and specifications. Once the City's DCED Director has approved Developer's plans, Developer shall not make any material changes thereto without the Director's prior written consent.
- (D) <u>Contractors and Subcontractors</u>. In performing work on the City Sale Property, Developer shall not solicit bids from any contractors or subcontractors who are identified as being debarred on any lists maintained by the City or by the federal or state governments.
- (E) <u>Applicable Laws</u>. Developer shall obtain, pay for and maintain all necessary building permits and other permits, licenses, and other governmental approvals and shall comply with all applicable federal, state and local laws, codes, ordinances and other governmental requirements applicable to the Project. The City makes no representations or other assurances to Developer that Developer will be able to obtain whatever variances, permits or other approvals from the City's Department of Buildings and Inspections, the City's Department of Transportation and Engineering, other City departments, City Planning Commission, or City Council that may be required in connection with the Project.
- (F) <u>Inspection of Work</u>. During construction at the City Sale Property, the City, its employees and agents shall have the right at all reasonable times to inspect the progress of construction to determine whether Developer is complying with its obligations under this Agreement. If the City determines that the work is not substantially in accordance with the requirements of this Agreement, is not in compliance with all applicable laws, or is not performed in a good and workmanlike manner as compared to normal construction industry standards, the City shall have the right, in its reasonable judgment and after giving Developer reasonable prior written notice thereof, to stop such work and order its replacement at Developer's expense.

- (G) <u>Mechanics Liens</u>. Developer shall not permit any mechanics' liens or other liens to be filed against the City Sale Property during construction. If a mechanics' lien shall at any time be filed, Developer shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record.
- (H) Recognition of City Support. Developer shall acknowledge the support of the City with respect to the Project in all printed materials such as informational releases, pamphlets and brochures, construction signs, project and identification signage, and any publicity such as that appearing on the Internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a participant, Developer shall use either the phrase "Project made possible 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. Developer's obligations under this section shall commence on the Effective Date and shall terminate on the date on which the construction has been completed.

#### 4. <u>Insurance; Indemnification</u>.

- (A) <u>Insurance</u>. Throughout construction, Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$1,000,000 per occurrence, combined single limit/\$1,000,000 aggregate, (ii) builder's risk insurance, insuring the improvements during construction, (iii) worker's compensation insurance in such amount as required by law, (iv) all insurance as may be required by Developer's construction lenders, and (v) such other insurance as may be reasonably required by the City's Division of Risk Management. Developer's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least thirty (30) days prior written notice to the City.
- (B) <u>Waiver of Subrogation</u>. Developer hereby waives all claims and rights of recovery, and on behalf of Developer's insurers, rights of subrogation, against the City, its employees, agents, contractors and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by Developer, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors or subcontractors; it being the agreement of the parties that Developer shall at all times protect against such loss or damage by maintaining adequate insurance. Developer shall cause its property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.
- (C) <u>Indemnity</u>. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, Developer shall defend, indemnify and hold the City, its officers, council members, employees and agents (collectively, the "**Indemnified Parties**") harmless from and against any and all actions, suits, claims, losses, costs (including without limitation attorneys' fees), demands, judgments, liability and damages suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of Developer, its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at the request of Developer in connection with the Project.
- 5. Casualty: Eminent Domain. If any improvements are damaged or destroyed by fire or other casualty during construction, or if any portion of the City Sale Property is taken by exercise of eminent domain (federal, state or local), Developer shall repair and restore the affected property, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which the City Sale Property was in immediately prior to such occurrence. To the extent the City's participation is required, the City and Developer shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. If the proceeds are insufficient to fully repair and restore the City Sale Property, the City shall not be required to make up the deficiency. Developer shall handle all construction in accordance with the applicable requirements set forth herein, including without limitation obtaining the City's approval of the plans and specifications for the improvements if they deviate from the

original City-approved plans. Developer shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the improvements are being repaired or restored.

#### 6. Default; Remedies.

- (A) <u>Default</u>. The occurrence of any of the following shall be an "event of default" under this Agreement:
- (i) The failure of Developer to perform any obligation under this Agreement, and failure by Developer to correct such failure within thirty (30) days after Developer's receipt of written notice thereof from the City; provided, however, that if the nature of the default is such that it cannot reasonably be cured within 30 days, Developer shall not be in default so long as Developer commences to cure the default within such 30-day period and thereafter diligently completes such cure within a reasonable period of time (but not exceeding 90 days) after Developer's receipt of the City's initial notice of default. The foregoing notwithstanding, if Developer's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City, an event of default shall be deemed to have occurred if Developer fails to take corrective action immediately upon discovering such dangerous condition or emergency; or
- (ii) The dissolution of Developer, the filing of any bankruptcy or insolvency proceedings by Developer, or the making by Developer of an assignment for the benefit of creditors;
- (iii) The filing of any bankruptcy or insolvency proceedings against Developer, or the appointment of a receiver (temporary or permanent) for Developer, or the attachment of, levy upon, or seizure by legal process of any of Developer's property, that, in each such event, is not released within 60 days after the filing thereof; or
  - (iv) Any event of default under the CRA Agreement.
- (B) Remedies. Upon the occurrence of an event of default under this Agreement, the City shall be entitled to: (i) demand immediate repayment of all previously disbursed funds if this Agreement provides for City funding, (ii) if the default occurs prior to the Closing, to terminate this Agreement by giving Developer written notice thereof, (iii) take such actions in the way of "self help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of Developer, and (iv) exercise any and all other rights and remedies under this Agreement or otherwise available at law or in equity. Developer shall be liable for all costs and damages, including without limitation attorneys' fees, suffered or incurred by the City as a result of a default of Developer under this Agreement or the City's enforcement or termination of this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy under this Agreement shall not constitute a waiver of the breach of such covenant or of such remedy.
- 7. <u>Notices</u>. All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by UPS, Federal Express or other recognized courier service, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:

City of Cincinnati Dept of Community & Economic Development 805 Central Avenue, Suite 700 Cincinnati, OH 45202 To Developer:

2600 Apartments LLC 256 E. University Avenue Cincinnati, OH 45219 If Developer sends a notice to the City alleging that the City is in default under this Agreement, Developer shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202.

- 8. <u>Representations, Warranties, and Covenants</u>. Developer makes the following representations, warranties and covenants to induce the City to enter into this Agreement:
- (i) Developer is a limited liability company duly organized and validly existing under the laws of the State of Ohio, has properly filed all certificates and reports required to be filed by it under the laws of the State of Ohio, and is not in violation of any laws relevant to the transactions contemplated by this Agreement.
- (ii) Developer has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for herein. This Agreement has by proper action been duly authorized, executed and delivered by Developer and all actions necessary have been taken to constitute this Agreement, when executed and delivered, valid and binding obligations of Developer
- (iii) Developer's execution, delivery and performance of this Agreement and the transactions contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or Developer's organizational documents, or any mortgage, contract, agreement or other undertaking to which Developer is a party or which purports to be binding upon Developer or upon any of its assets, nor is Developer in violation or default of any of the foregoing.
- (iv) There are no actions, suits, proceedings or governmental investigations pending, or to the knowledge of Developer, threatened against or affecting Developer, at law or in equity or before or by any governmental authority.
- (v) Developer shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute or governmental proceedings or investigation affecting Developer that could reasonably be expected to interfere substantially or materially and adversely affect its financial condition or its completion of the Project.
- (vi) The statements made in the documentation provided by Developer to the City that are descriptive of Developer or the Project have been reviewed by Developer and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading.
- (vii) Developer does not owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

### 9. Reporting Requirements.

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

(B) <u>City's Right to Inspect and Audit</u>. During construction and for a reasonable period of time thereafter, Developer shall permit the City and its designees and auditors to have reasonable access to and to inspect and audit Developer's Records and Reports. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Developer to the City, Developer shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

#### 10. General Provisions.

- (A) <u>Assignment</u>. Developer shall not assign its rights or obligations under this Agreement without the prior written consent of the City, which may be withheld in the City's sole discretion, and any attempt to do so without the City's consent shall, at the City's option, render this Agreement null and void.
- (B) <u>Entire Agreement</u>. This Agreement (including the exhibits hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof.
- (C) <u>Amendments</u>. This Agreement may be amended only by a written amendment signed by both parties.
- (D) <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. All actions regarding this Agreement shall be brought in the Hamilton County Court of Common Pleas, and Developer agrees that venue in such court is proper. Developer hereby waives trial by jury with respect to any and all disputes arising under this Agreement.
- (E) <u>Binding Effect</u>. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and assigns.
- (F) <u>Captions</u>. The captions of the various sections and paragraphs of this Agreement are not part of the context hereof and are only guides to assist in locating such sections and paragraphs and shall be ignored in construing this Agreement.
- (G) <u>Severability</u>. If any part of this Agreement is held by a court of law to be void, illegal or unenforceable, such part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.
  - (H) No Third Party Beneficiaries. No third party beneficiary rights are created by this Agreement.
- (I) <u>Brokers</u>. Developer shall be responsible for payment of any and all commissions and fees payable to brokers and agents who have assisted Developer in its acquisition of the City Sale Property.
- (J) <u>No Recording</u>. This Agreement shall not be recorded in the Hamilton County Recorder's office.
- (K) <u>Time</u>. Time is of the essence with respect to the performance by the parties of their respective obligations under this Agreement.
- (L) Official Capacity. All representations, warranties, covenants, agreements and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements or obligations shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future officer, agent, employee or attorney of the City in other than his or her official capacity.

{00316755-2}

- (M) <u>Conflict of Interest</u>. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.
- (N) <u>Administrative Actions</u>. To the extent permitted by applicable laws, and unless otherwise expressly provided in this Agreement, all actions taken or to be taken by the City under this Agreement may be taken by administrative action and shall not require legislative action of the City beyond the legislative action authorizing the execution of this Agreement.
- (O) <u>Counterparts and Electronic Signatures</u>. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original. This Agreement may be executed and delivered by electronic signature; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.
- **11.** <u>Coordinated Report Conditions</u>. Per CR #100-2019, Developer shall abide by the following additional conditions:
- (A) <u>Cincinnati Bell</u>: Cincinnati Bell has existing underground telephone facilities at this location. The existing facilities must remain in place, in service, and able to be accessed. Any damage done to the facilities, or any work done to relocate the facilities as a result of this request will be handled entirely at Developer's expense.
  - (B) Buildings and Inspections:
    - (i) The City Sale Property should be rezoned to an appropriate zoning district;
- (ii) The City Sale Property should be merged with Developer's Property by consolidation plat after the sale and before any building permits are issued;
  - (iii) The Project should be subject to the Coordinated Site Review process.
  - 12. <u>Exhibits</u>. The following exhibits are attached hereto and made a part hereof:

Exhibit A - Legal Description

Exhibit B - Survey Plat

Exhibit C - Scope of Work

Exhibit D - Quitclaim Deed - City Sale Property Cut Up

Exhibit E - Quitclaim Deed - City Sale Property

Exhibit F - Additional Requirements

[SIGNATURE PAGE FOLLOWS]

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

CITY OF CINCINNATI	2600 APARTMENTS LLC						
Ву:	Ву:						
Paula Boggs-Muething, Interim City Manager  Date:, 2020	Name:						
Approved as to Form:							
Assistant City Solicitor							
Certified Date: Fund/Code: Amount: By:							
Karen Alder, City Finance Director							

#### **EXHIBIT A**

to Property Sale and Development Agreement

#### Legal Description

Property Address: 2604 Short Vine Street, Cincinnati, Ohio 45219

Berding Surveying



GPS Surveying - 3D Laser Scanning

**Description for: Uptown** 

Location: Short Vine & Corry Street, 0.0574 Acre Plat of Survey

Situated in Section 14, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**COMMENCING** at the intersection of the north line of Corry Street and the east line of Vine Street;

Thence with the east line of said Vine Street, North 06°14'25" East, 50.00 feet to a set cross notch and the **POINT OF BEGINNING**;

Thence continuing with the east line of said Vine Street, North 06°14'25" East, 25.00 feet to a set cross notch at the southwest comer of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528 of the Hamilton County Recorder's Office;

Thence with the south line of said Gaslight Ventures LLC, South 83°55'38" East, 90.00 feet to the southeast corner of said Gaslight Ventures, referenced by an existing iron pin and cap stamped "Abercrombie #6021-7862" at 0.25 feet south;

Thence along a new division line, South 83°55'38" East, 10.00 feet to a set cross notch in the south line of a tract conveyed to City of Cincinnati in Deed Book 3326, Page 240; AND South 06°14'25" West, 25.00 feet to a set cross notch at the northeast corner of a tract conveyed to City of Cincinnati in Deed Book 3450, Page 511;

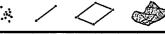
Thence in part with the north line of said City of Cincinnati and the north line of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528, North 83°55'38" West, 100.00 feet to the **POINT OF BEGINNING**.

**CONTAINING 0.0574 ACRES** and being subject to all legal easements and highways of record.

The above described tract being part of the lands conveyed to City of Cincinnati in Deed Book 3326, Page 163 and further identified as part of Hamilton County Auditor's Parcel 092-0002-0177-90.

# Property Address: 4 East Corry Street, Cincinnati, Ohio 45219

# Berding Surveying



GPS Surveying • 3D Laser Scanning

**Description for: Uptown** 

Location: Short Vine & Corry Street, 0.0115 Acre Plat of Survey

Situated in Section 14, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**COMMENCING** at the intersection of the north line of Corry Street and the east line of Vine Street:

Thence with the north line of said Corry Street, South 83°55'38" East, 90.00 feet to a set cross notch at the southeast corner of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528 of the Hamilton County Recorder's Office and the **POINT OF BEGINNING**.

Thence with the east line of said Gaslight Ventures LLC, North 06°14'25" East, 50.00 feet to a set iron pin in the south line of a tract conveyed to City of Cincinnati in Deed Book 3326, Page 163;

Thence with the south line of said City of Cincinnati, South 83°55'38" East, 10.00 feet to a set cross notch at the northwest corner of a tract conveyed to City of Cincinnati in Deed Book 3392, Page 385;

Thence with the west line of said City of Cincinnati, South 06°14'25" West, 50.00 feet to a a set cross notch in the north line of aforesaid Corry Street;

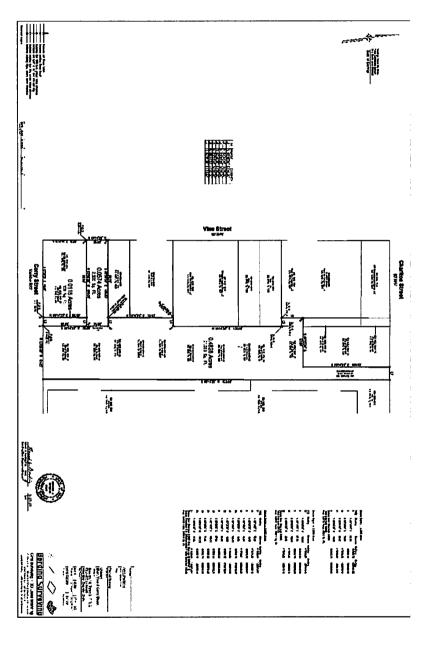
Thence with the north line of said Corry Street, North 83°55'38" West, 10.00 feet to the **POINT OF BEGINNING**.

**CONTAINING 0.0115 ACRES** and being subject to all legal easements and highways of record.

The above described tract being all of the lands conveyed to City of Cincinnati in Deed Book 3450, Page 511 and further identified as Hamilton County Auditor's Parcel 092-0002-0185-90.

**EXHIBIT B** to Property Sale and Development Agreement

Survey Plat



1195

## **EXHIBIT C**

to Property Sale and Development Agreement

## SCOPE OF WORK

Developer intends to construct two structures containing approximately 33,606 square feet of residential rental space, consisting of approximately 27 apartment units, and approximately 2,128 square feet of commercial space at an estimated aggregate cost of approximately \$6,005,180.

# **EXHIBIT D**

to Property Sale and Development Agreement

# FORM OF QUITCLAIM DEED - CITY SALE PROPERTY CUT-UP

[SEE ATTACHED]

[SPACE ABOVE FOR RECORDER'S USE ONLY]

Property: 2604 Short Vine Street

(cut-up to create 0.0574 acre parcel (Parcel "A") and 0.4828 acre parcel (Parcel "B")

## **QUITCLAIM DEED**

(Cut-up)

The **City of Cincinnati**, an Ohio municipal corporation (the "**City**"), hereby grants and conveys to the **City of Cincinnati**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202, all of the City's right, title and interest in and to the real property depicted on <u>Exhibit A</u> (*Plat of Survey*) and described on <u>Exhibit B</u> (*Legal Description – Parcel "A"*) and <u>Exhibit C</u> (*Legal Description – Parcel "B"*) hereto.

	Property Address:	2604 Short Vine Street, Cincinnati, OH 45219								
	Auditor's Parcel No.:	092-0002-0007-90								
gran	This conveyance is pern tor under a deed may also		d Code Section 5302.18, which pro	ovides that a						
Cinc	The City's execution of innati City Council on		orized by Ordinance No2020	0, passed by						
	Prior instrument reference	e: Official Record	Page, Hamilton County, Oh	io Records.						
	Executed on	, 2020.								
			City of Cincinnati							
			Ву:							
			Paula Boggs-Muething,							
			Interim City Manager							

STATE OF OHIO	)		
COUNTY OF HAMILTON	) ss: )		
Paula Boggs-Muething, Interibehalf of the municipal corpo	m City Manager of ration. The notaria	edged before me this day of _ the City of Cincinnati, an Ohio m I act certified hereby is an acknow egard to the notarial act certified he	unicipal corporation, on ledgement. No oath or
		Notary Public My commission expires:	
Approved as to Form:			
Assistant City Solicitor	<del></del>		
This instrument prepared by:			
City of Cincinnati Law Depart 801 Plum Street Cincinnati, Ohio 45202	ment		
Exhibits: Exhibit A – Plat of Survey	Da		
Exhibit B – Legal Description Exhibit C – Legal Description			

GET OF STATES OF Particular of the control of the con H ķ 2222 1 Charlton Street 47 lb// - Silita -1000 11. ig. 

**Exhibit A** to Quitclaim Deed *Plat of Survey* 

#### **Exhibit B**

to Quitclaim Deed Legal Description – Parcel A

# Location: Short Vine & Corry Street, 0.0574 Acre Plat of Survey

Situated in Section 14, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**COMMENCING** at the intersection of the north line of Corry Street and the east line of Vine Street;

Thence with the east line of said Vine Street, North 06°14'25" East, 50.00 feet to a set cross notch and the **POINT OF BEGINNING**:

Thence continuing with the east line of said Vine Street, North 06°14'25" East, 25.00 feet to a set cross notch at the southwest comer of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528 of the Hamilton County Recorder's Office:

Thence with the south line of said Gaslight Ventures LLC, South 83°55'38" East, 90.00 feet to the southeast corner of said Gaslight Ventures, referenced by an existing iron pin and cap stamped "Abercrombie #6021-7862" at 0.25 feet south;

Thence along a new division line, South 83°55'38" East, 10.00 feet to a set cross notch in the south line of a tract conveyed to City of Cincinnati in Deed Book 3326, Page 240; AND South 06°14'25" West, 25.00 feet to a set cross notch at the northeast corner of a tract conveyed to City of Cincinnati in Deed Book 3450, Page 511;

Thence in part with the north line of said City of Cincinnati and the north line of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528, North 83°55'38" West, 100.00 feet to the **POINT OF BEGINNING**.

CONTAINING 0.0574 ACRES and being subject to all legal easements and highways of record.

The above described tract being part of the lands conveyed to City of Cincinnati in Deed Book 3326, Page 163 and further identified as part of Hamilton County Auditor's Parcel 092-0002-0177-90.

The bearings are based on State Plane Coordinate System Ohio South Zone (NAD83).

All iron pins set are 5/8" X 30" rebar with cap stamped "G.J. BERDING SURVEYING, INC".

Prepared by G.J. BERDING SURVEYING, INC. on January 27, 2020. Based on a Plat of Survey prepared by G.J. BERDING SURVEYING, INC. on January 27, 2020.

#### **Exhibit C**

#### to Quitclaim Deed Legal Description – Parcel B

#### Location: Short Vine & Corry Street, 0.4828 Acre Plat of Survey

Situated in Section 14, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**COMMENCING** at the intersection of the north line of Corry Street and the east line of Vine Street:

Thence with the north line of said Corry Street, South 83°55'38" East, 100.00 feet to a set cross notch at the southeast corner of a tract conveyed to City of Cincinnati in Deed Book 3450, Page 511 of the Hamilton County Recorder's Office and the POINT OF BEGINNING;

Thence in part with the east line of said City of Cincinnati and a new division line, North 06°14'25" East, 75.00 feet to a set cross notch in the north line of a tract conveyed to City of Cincinnati in Deed Book 3326, Page 163;

Thence with the north line of said City of Cincinnati, North 83°55'38" West, 10.00 feet to the southwest corner of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528, referenced by an existing iron pin stamped "Abercrombie #6021-7862" at 0.25 feet south;

Thence with the east line of said Gaslight Ventures LLC and a tract conveyed to 2610 Vine, LLC in Official Record 13590, Page 1344, North 06°14'25" East, 75.00 feet to a point in the south line of a tract conveyed to Short Vine Properties LLC in Official Record 13701, Page 1906, referenced by an existing 1" iron pipe at 0.40 feet South and 1.41 feet West;

Thence with the south line of said Short Vine Properties LLC, South 83°55'38" East, 10.00 feet to a set cross notch at the southeast corner of said Short Vine Properties LLC;

Thence with the east line of said Short Vine Properties LLC, a tract conveyed to University Housing Group, LLC in Official Record 13866, Page 1287, and tracts conveyed to Angiulli, Inc. in Official Record 6745, Page 1338, North 06°14'25" East, 125.00 feet to the northeast corner of said Angiulli, Inc., referenced by an existing cross notch at 0.08 feet North and 0.16 feet West and an existing cross notch at 0.06 feet North and 0.35 feet East;

Thence with the north line of said Angiulli, Inc., North 83°55'38" West, 10.00 feet to the southeast corner of a tract conveyed to Short Vine Properties LLC in Official Record 13701, Page 1906, referenced by an existing cross notch at 0.09 feet North and 0.19 feet West;

Thence with the east line of said Short Vine Properties LLC, North 06°14'25" East, 25.00 feet to a set cross notch at the southeast corner of a tract conveyed to Short Vine Properties LLC in Official Record 13701, Page 1910

Thence in part with the south line of a tract conveyed to City of Cincinnati in Deed Book 3392, Page 391 and a tract conveyed to City of Cincinnati in Deed Book 3297, Page 552, South 83°55'38" East, 57.00 feet to a set MAG nail at the southeast corner of said City of Cincinnati;

Thence with the east line of said City of Cincinnati, North 06°14'25" East, 100.00 feet to a set iron pin in the south line of Charlton Street:

Thence with the south line of said Charlton Street, South 83°55'38" East, 14.82 feet to a set iron pin at the northwest corner of a tract conveyed to VP3 LLC in Official Record 12805, Page 1626:

Thence in part with the west line of said VP3 LLC, South 06°14'25" West, 400.00 feet to a set iron pin in the north line of aforesaid Corry Street;

Thence with the north line of said Corry Street, North 83°55'38" West, 61.82 feet to the POINT OF BEGINNING.

CONTAINING 0.4828 ACRES and being subject to all legal easements and highways of record.

The above described tract being part of the lands conveyed to City of Cincinnati in Deed Book 3297, Page 553, Deed Book 3326, Page 163, Deed Book 3326, Page 240, Deed Book 3360, Page 828, Deed Book 3392, Page 385, Deed Book 3392, Page 735, Deed Book 3396, Page 660, Deed Book 3397, Page 56, and Registered Land Certificate No. 55262 and 56047 in Hamilton County Recorder's Office, further identified as Parcels 092-0002-0007-90, 092-0002-010-90, 092-0002-011-90, 092-0002-0161-90, 092-0002-0177-90, 092-0002-0179-90, 092-0002-0180-90, 092-0002-0181-90, 092-0002-0184-90, and 092-0002-0187-90 of the Hamilton County Auditor's Office.

The bearings are based on State Plane Coordinate System Ohio South Zone (NAD83).

All iron pins set are 5/8" X 30" rebar with cap stamped "G.J. BERDING SURVEYING, INC".

Prepared by G.J. BERDING SURVEYING, INC. on January 27, 2020. Based on a Plat of Survey prepared by G.J. BERDING SURVEYING, INC. on January 27, 2020.

# **EXHIBIT D**

to Property Sale and Development Agreement

# FORM OF QUITCLAIM DEED - CITY SALE PROPERTY

[See Attached]

space above for recorder
QUITCLAIM DEED
The CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), for valuable consideration paid, hereby grants and conveys to <b>2600 APARTMENTS LLC</b> , an Ohio limited liability company, with a mailing address of 256 E. University Avenue, Cincinnati, OH 45219 ("Grantee"), all of the City's right, title and interest in and to the real property described on <a href="Exhibit A">Exhibit A</a> hereto (the " <b>Property</b> "):
Property Address: 4 E. Corry Street and 2604 Short Vine Street, Cincinnati, OH 45219 Auditor's parcel Nos.: 4 E. Corry Street and 2604 Short Vine Street, Cincinnati, OH 45219
Reconveyance to City upon Failure to Timely Obtain Building Permits: The City and Grantee are parties to a Property Sale and Development Agreement dated
This conveyance was authorized by Ordinance No2020, passed by Cincinnati City Council on, 2020.
Prior instrument references: Deed Book 3326, Page 163, & <u>OR</u> , <u>Page</u> , Hamilton County, Ohio Records.
Executed on, 2020.
<u>Exhibits</u> . The following exhibits are attached hereto and made a part hereof: Exhibit A - Legal Description

# 

801 Plum Street, Suite 214 Cincinnati, Ohio 45202

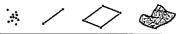
#### **EXHIBIT A**

#### to Quitclaim Deed

#### Legal Description

Auditor's Parcel No.: 0092-0002-0185-90 Property Address: 4 E. Corry Street

# Berding Surveying



GPS Surveying • 3D Laser Scanning

**Description for: Uptown** 

Location: Short Vine & Corry Street, 0.0115 Acre Plat of Survey

Situated in Section 14, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**COMMENCING** at the intersection of the north line of Corry Street and the east line of Vine Street;

Thence with the north line of said Corry Street, South 83°55'38" East, 90.00 feet to a set cross notch at the southeast corner of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528 of the Hamilton County Recorder's Office and the **POINT OF BEGINNING**.

Thence with the east line of said Gaslight Ventures LLC, North 06°14'25" East, 50.00 feet to a set iron pin in the south line of a tract conveyed to City of Cincinnati in Deed Book 3326, Page 163;

Thence with the south line of said City of Cincinnati, South 83°55'38" East, 10.00 feet to a set cross notch at the northwest corner of a tract conveyed to City of Cincinnati in Deed Book 3392, Page 385;

Thence with the west line of said City of Cincinnati, South 06°14'25" West, 50.00 feet to a a set cross notch in the north line of aforesaid Corry Street;

Thence with the north line of said Corry Street, North 83°55'38" West, 10.00 feet to the **POINT OF BEGINNING**.

CONTAINING 0.0115 ACRES and being subject to all legal easements and highways of record.

The above described tract being all of the lands conveyed to City of Cincinnati in Deed Book 3450, Page 511 and further identified as Hamilton County Auditor's Parcel 092-0002-0185-90.

Auditor's Parcel No.: \_\_-\_-\_Property Address: \_\_-\_-\_-2604 Short Vine Street





GPS Surveying • 3D Laser Scanning

**Description for: Uptown** 

Location: Short Vine & Corry Street, 0.0574 Acre Plat of Survey

Situated in Section 14, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**COMMENCING** at the intersection of the north line of Corry Street and the east line of Vine Street;

Thence with the east line of said Vine Street, North 06°14'25" East, 50.00 feet to a set cross notch and the **POINT OF BEGINNING**;

Thence continuing with the east line of said Vine Street, North 06°14'25" East, 25.00 feet to a set cross notch at the southwest comer of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528 of the Hamilton County Recorder's Office;

Thence with the south line of said Gaslight Ventures LLC, South 83°55'38" East, 90.00 feet to the southeast corner of said Gaslight Ventures, referenced by an existing iron pin and cap stamped "Abercrombie #6021-7862" at 0.25 feet south;

Thence along a new division line, South 83°55'38" East, 10.00 feet to a set cross notch in the south line of a tract conveyed to City of Cincinnati in Deed Book 3326, Page 240; AND South 06°14'25" West, 25.00 feet to a set cross notch at the northeast corner of a tract conveyed to City of Cincinnati in Deed Book 3450, Page 511;

Thence in part with the north line of said City of Cincinnati and the north line of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528, North 83°55'38" West, 100.00 feet to the **POINT OF BEGINNING**.

**CONTAINING 0.0574 ACRES** and being subject to all legal easements and highways of record.

The above described tract being part of the lands conveyed to City of Cincinnati in Deed Book 3326, Page 163 and further identified as part of Hamilton County Auditor's Parcel 092-0002-0177-90.

#### **EXHIBIT F**

to Property Sale and Development Agreement

## Additional Requirements

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

#### This Exhibit serves two functions:

- (i) Serving as a Source of Information With Respect to Government Requirements. This Exhibit identifies certain Government Requirements that may be applicable to the Project, Developer, or its contractors and subcontractors. Because this Agreement requires that Developer comply with all applicable laws, regulations, and other Government Requirements (and in certain circumstances to cause others to do so), this Exhibit flags certain Government Requirements that Developers, contractors and subcontractors regularly face in constructing projects or doing business with the City. To the extent a Developer is legally required to comply with a Government Requirement, failure to comply with such a Government Requirement is a violation of the Agreement.
- (ii) Affirmatively Imposing Contractual Obligations. If certain conditions for applicability are met, this Exhibit also affirmatively imposes contractual obligations on Developer, even where such obligations are not imposed on Developer by Government Requirements. As described below, the affirmative obligations imposed hereby are typically a result of policies adopted by City Council which, per Council's directive, are to be furthered by the inclusion of certain specified language in some or all City contracts. The City administration (including the City's Department of Community and Economic Development) is responsible for implementing the policy directives promulgated by Council (which typically takes place via the adoption of motions or resolutions by Council), including, in certain circumstances, by adding specific contractual provisions in City contracts such as this Agreement.

## (A) Construction Workforce.

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

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

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

{00316755-2}

halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the "Construction Workforce Goals").

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

- (a) "Best Efforts" means substantially complying with all of the following as to any of its employees performing such construction, and requiring that all of its construction subcontractors substantially comply with all of the following: (1) solicitation of Minority Persons as potential employees through advertisements in local minority publications; and (2) contacting government agencies, private agencies, and/or trade unions for the job referral of qualified Minority Persons.
- (b) "Minority Person" means any person who is Black, Asian or Pacific Islander, Hispanic, American Indian or Alaskan Native.
  - (c) "Black" means a person having origin in the black racial group of Africa.
- (d) "Asian or Pacific Islander" means a person having origin in the original people of the Far East or the Pacific Islands, which includes, among others, China, India, Japan, Korea, the Philippine Islands, Malaysia, Hawaii and Samoa.
- (e) "Hispanic" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish cultural origin.
- (f) "American Indian" or "Alaskan Native" means a person having origin in any of the original people of North America and who maintains cultural identification through tribal affiliation.
  - (B) <u>Trade Unions; Subcontracts; Competitive Bidding.</u>
    - (i) Meeting and Conferring with Trade Unions.
- (a) <u>Applicability</u>. Per City of Cincinnati, Ordinance No. 130-2002, this requirement is limited to transactions in which Developer receives City funds or other assistance (including, but not limited to, the City's construction of public improvements to specifically benefit the Project, or the City's sale of real property to Developer at below fair market value).
- (b) Requirement. This Agreement may be subject to the requirements of City of Cincinnati, Ordinance No. 130-2002, as amended or superseded, providing that, if Developer receives City funds or other assistance, Developer and its general contractor, prior to the commencement of construction of the Project and prior to any expenditure of City funds, and with the aim of reaching comprehensive and efficient project agreements covering all work done by Developer or its general contractor, shall meet and confer with: the trade unions representing all of the crafts working on the Project, and minority, female, and locally-owned contractors and suppliers potentially involved with the construction of the Project. At this meeting, Developer and/or its general contractor shall make available copies of the scope of work and if prevailing wage rates apply, the rates pertaining to all proposed work on the Project. Not later than ten (10) days following Developer and/or its general contractor's meet and confer activity, Developer shall provide to the City, in writing, a summary of Developer and/or its general contractor's meet and confer activity.

# (ii) Contracts and Subcontracts; Competitive Bidding.

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

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

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

- (a) <u>Applicability</u>. Pursuant to Ordinance No. 273-2002, the provision in clause (b) below applies solely where the Project receives in \$250,000 or more in direct City funding, and where such funding comprises at least 25% of the Project's budget. For the purposes of this clause (iii), "direct City funding" means a direct subsidy of City funds in the form of cash, including grants and forgivable loans, but not including public improvements, land acquisitions and sales, job creation tax credits, or tax abatements or exemptions.
- (b) <u>Requirement</u>. This Agreement requires that Developer issue an invitation to bid on the construction components of the development by trade craft through public notification and that the bids be read aloud in a public forum. For purposes of this provision, the following terms shall be defined as set forth below:
  - (1) "Bid" means an offer in response to an invitation for bids to provide construction work.
  - (2) "Invitation to Bid" means the solicitation for quoted prices on construction specifications and setting a time, date and place for the submission of and public reading of bids. The place for the public reading of bids shall be chosen at the discretion of Developer; however, the place chosen must be accessible to the public on the date and time of the public reading and must have sufficient room capacity to accommodate the number of respondents to the invitation to bid.
  - (3) "Trade Craft" means (a) general construction work, (b) electrical equipment, (c) plumbing and gas fitting, (d) steam and hot water heating and air conditioning and ventilating apparatus, and steam power plant, (e) elevator work, and (f) fire protection.
  - (4) "Public Notification" means (a) advertisement of an invitation to bid with ACI (Allied Construction Industries) and the Dodge Report, and (b) dissemination of the advertisement (either by mail or electronically) to the South Central Ohio Minority Business Council, Greater Cincinnati Northern Kentucky African-American Chamber of Commerce, and the Hispanic Chamber of Commerce. The advertisement shall include a description of the "scope of work" and any other information reasonably necessary for the preparation of a bid, and it shall be published and disseminated no less than fourteen days prior to the deadline for submission of bids stated in the invitation to bid.

- (5) "Read Aloud in a Public Forum" means all bids shall be read aloud at the time, date and place specified in the invitation for bids, and the bids shall be available for public inspection at the reading.
- (C) <u>City Building Code</u>. All construction work must be performed in compliance with City building code requirements.
- (D) <u>Lead Paint Regulations</u>. All work must be performed in compliance with Chapter 3742 of the Ohio Revised Code, Chapter 3701-32 of the Ohio Administrative Code, and must comply with OSHA's Lead in Construction Regulations and the OEPA's hazardous waste rules. All lead hazard abatement work must be supervised by an Ohio Licensed Lead Abatement Contractor/Supervisor.
- (E) <u>Displacement</u>. If the Project involves the displacement of tenants, Developer shall comply with all Government Requirements in connection with such displacement. If the City shall become obligated to pay any relocation costs or benefits or other sums in connection with the displacement of tenants, under Cincinnati Municipal Code Chapter 740 or otherwise, Developer shall reimburse the City for any and all such amounts paid by the City in connection with such displacement within twenty (20) days after the City's written demand.

#### (F) Small Business Enterprise Program.

- (i) <u>Applicability</u>. The applicability of Municipal Code Chapter 323 (Small Business Enterprise Program) is limited to construction contracts in excess of \$5,000. Municipal Code Chapter 323 defines "contract" as "a contract in excess of \$5,000.00, except types of contracts listed by the City purchasing agent as exempt and approved by the City Manager, for (a) construction, (b) supplies, (c) services, or (d) professional services." It defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than \$4,000 and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority." To the extent Municipal Code Chapter 323 does not apply to this Agreement, Developer is not subject to the various reporting requirements described in this Section (F).
- (ii) Requirement. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises ("SBE"s), which include SBEs owned by minorities and women. Accordingly, subject to clause (i) above, Developer and its general contractor shall use its best efforts and take affirmative steps to assure that SBEs are utilized as sources of supplies, equipment, construction, and services, with the goal of meeting 30% SBE participation for construction contracts and 15% participation for supplies/services and professional services contracts. An SBE means a consultant, supplier, contractor or subcontractor who is certified as an SBE by the City in accordance with Cincinnati Municipal Code ("CMC") Chapter 323. (A list of SBEs may be obtained from the Department of Economic Inclusion or from the City's web page, <a href="http://cincinnati.diversitycompliance.com">http://cincinnati.diversitycompliance.com</a>.) Developer and its general contractor may refer interested firms to the Department of Economic Inclusion for review and possible certification as an SBE, and applications may also be obtained from such web page. If the SBE program is applicable to this Agreement, as described in clause (i) above, Developer agrees to take (or cause its general contractor to take) at least the following affirmative steps:
  - (1) Including qualified SBEs on solicitation lists.
  - (2) Assuring that SBEs are solicited whenever they are potential sources. Contractor must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials or to bid on construction contracts for the Project. Contractor is encouraged to use the internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot be used as substitutes for the above.
  - (3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

- (4) When needs permit, establishing delivery schedules that will encourage participation by SBEs.
- (iii) Subject to clause (i) above, if any subcontracts are to be let, Developer shall require the prime contractor to take the above affirmative steps.
- (iv) Subject to clause (i) above, Developer shall provide to the City, prior to commencement of the Project, a report listing all of the contractors and subcontractors for the Project, including information as to the owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. Developer or its general contractor shall update the report monthly by the 15th. Developer or its general contractor shall enter all reports required in this subsection via the City's web page referred to in clause (i) above or any successor site or system the City uses for this purpose. Upon execution of this Agreement, Developer and its general contractor shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.
- (v) Subject to clause (i) above, Developer and its general contractor shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City shall have the right to review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the affiant pursuant to Section 2921.12, Ohio Revised Code.
- (vi) Subject to clause (i) above, failure of Developer or its general contractor to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach the minimum percentage goals for SBE participation as set forth in Cincinnati Municipal Code Chapter 323, may be construed by the City as failure of Developer to use best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this section.

#### (G) Equal Employment Opportunity.

- (i) Applicability. Chapter 325 of the Cincinnati Municipal Code (Equal Employment Opportunity) applies (a) where the City expends more than \$5,000 under a non-construction contract, or (b) where the City spends or receives over \$5,000 to (1) employ another party to construct public improvements, (2) purchase services, or (3) lease any real or personal property to or from another party. Chapter 325 of the Municipal Code does not apply where the contract is (a) for the purchase of real or personal property to or from another party, (b) for the provision by the City of services to another party, (c) between the City and another governmental agency, or (d) for commodities such as utilities.
- (ii) <u>Requirement</u>. If this Agreement is subject to the provisions of Chapter 325 of the Cincinnati Municipal Code (the City of Cincinnati's Equal Employment Opportunity Program), the provisions thereof are hereby incorporated by reference into this Agreement.
- (H) <u>Prevailing Wage</u>. Developer shall comply, and shall cause all contractors working on the Project to comply, with all any prevailing wage requirements that may be applicable to the Project. In the event that the City is directed by the State of Ohio to make payments to construction workers based on violations of such requirements, Developer shall make such payments or reimburse the City for such payments within twenty (20) days of demand therefor. A copy of the City's prevailing wage determination may be attached to this Exhibit as <u>Addendum I to Additional Requirements Exhibit</u> (*City's Prevailing Wage Determination*) hereto.
- (I) <u>Compliance with the Immigration and Nationality Act</u>. In the performance of its construction obligations under this Agreement, Developer shall comply with the following provisions of the federal Immigration and Nationality Act: 8 U.S.C.A. 1324a(a)(1)(A) and 8 U.S.C.A. 1324a(a)(2). Compliance or noncompliance with those provisions shall be solely determined by final determinations resulting from the

actions by the federal agencies authorized to enforce the Immigration and Nationality Act, or by determinations of the U.S.

- (J) <u>Prompt Payment</u>. The provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System", may apply to this Agreement. Municipal Code Chapter 319 also (i) provides certain requirements for invoices from contractors with respect to the Prompt Payment System, and (ii) obligates contractors to pay subcontractors for satisfactory work in a timely fashion as provided therein.
- (K) <u>Conflict of Interest</u>. Pursuant to Ohio Revised Code 102.03, no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project may have any personal financial interest, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.
- (L) Ohio Means Jobs. If this Agreement constitutes a construction contract (pursuant to the guidance with respect to the definition of that term provided in Section (A) above), then, pursuant to Ordinance No. 238-2010: To the extent allowable by law, Developer and its general contractor shall use its best efforts to post available employment opportunities with Developer, the general contractor's organization, or the organization of any subcontractor working with Developer or its general contractor with the OhioMeansJobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-946-7200.

#### (M) Wage Enforcement.

- (i) <u>Applicability</u>. Council passed Ordinance No. 22-2016 on February 3, 2016, which ordained Chapter 326 (Wage Enforcement) of the Cincinnati Municipal Code (the "**Wage Enforcement Chapter**"). The Wage Enforcement Chapter was then amended by Ordinance No. 96-2017, passed May 17, 2017. As amended, the Wage Enforcement Chapter imposes certain requirements upon persons entering into agreements with the City whereby the City provides an incentive or benefit that is projected to exceed \$25,000, as described more particularly in the Wage Enforcement Chapter. Cincinnati Municipal Code Section 326-5 requires that the language below be included in contracts subject to the Wage Enforcement Chapter.
- (ii) Required Contractual Language. Capitalized terms used, but not defined, in this clause (ii) have the meanings ascribed thereto in the Wage Enforcement Chapter.
- (a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.
- (b) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to include provisions in solicitations and contracts regarding a Development Site that all employers, Contractors or Subcontractors performing or proposing to perform work on a Development Site provide an initial sworn and notarized "Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee and, within 30 days of an Adverse Determination or Complaint of Wage Theft or Payroll Fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee.
- (c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings, {00316755-2}

complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City's request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

- (d) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall include in its contracts with all Contractors language that requires the Contractors to provide the authorizations set forth in subsection (c) above and that further requires each Contractor to include in its contracts with Subcontractors those same obligations for each Subcontractor and each lower tier subcontractor.
- (e) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall post a conspicuous notice on the Development Site throughout the entire period work is being performed pursuant to the Agreement indicating that the work being performed is subject to Cincinnati Municipal Code Chapter 326, Wage Enforcement, as administered by the City of Cincinnati Department of Economic Inclusion. Such notice shall include contact information for the Department of Economic Inclusion as provided by the department.
- (f) Under the Wage Enforcement provisions, the city shall have the authority, under appropriate circumstances, to terminate this contract or to reduce the incentives or subsidies to be provided under this contract and to seek other remedies, including debarment.

#### (N) Americans With Disabilities Act; Accessibility.

- (i) <u>Applicability</u>. Cincinnati City Council adopted Motion No. 201600188 on February 3, 2016 (the "Accessibility Motion"). This motion directs City administration, including DCED, to include language specifically requiring compliance with the Americans With Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "ADA"), and imposing certain minimum accessibility standards on City-subsidized projects regardless of whether there are arguably exceptions or reductions in accessibility standards available under the ADA or State law.
- (ii) Requirement. In furtherance of the policy objectives set forth in the Accessibility Motion, (A) the Project shall comply with the ADA, and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then Developer shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "Contractual Minimum Accessibility Requirements" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

#### (O) Electric Vehicle Charging Stations in Garages.

(i) <u>Applicability</u>. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of "qualifying incentives" for projects involving the construction of a parking garage to include a provision requiring the inclusion of certain features in the garage relating to electric vehicles. The ordinance defines "qualifying incentives" as the provision of incentives or support for the construction of a parking garage in the form of (a) the provision of any City monies or monies controlled by the City including, without limitation, the

provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, "qualifying incentives" does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to Ohio Revised Code 3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

- (ii) Requirement. If the applicability criteria of Ordinance No. 89-2017 are met, then the following requirements shall apply to any parking garage included within the Project: (a) at least one percent of parking spaces, rounding up to the nearest integer, shall be fitted with Level 2 minimum 7.2 kilowatt per hour electric car charging stations; provided that if one percent of parking spaces is less than two parking spaces, the minimum number of parking spaces subject to this clause shall be two parking spaces; and (b) the parking garage's electrical raceway to the electrical supply panel serving the garage shall be capable of providing a minimum of 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer, and the electrical room supplying the garage must have the physical space for an electrical supply panel sufficient to provide 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer.
- (P) <u>Certification as to Non-Debarment</u>. Developer represents that neither it nor any of its principals is presently suspended or debarred by any federal, state, or local government agency. In completing the Project, Developer shall not solicit bids from any contractors or subcontractors who are identified as being suspended or debarred by any federal, state, or local government agency. If Developer or any of its principals becomes suspended or debarred by any federal, state, or local government agency during the term of this Agreement, Developer shall be considered in default under this Agreement.

# ADDENDUM I to Additional Requirements Exhibit

# City's Prevailing Wage Determination

SEE ATTACHED

Contract No	
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## PROPERTY SALE AND DEVELOPMENT AGREEMENT

between the

# **CITY OF CINCINNATI**

and

## **2600 APARTMENTS LLC**

Project Name: 4 E. Corry Street and 2604 Short Vine Street

(sale of a vacant land in Corryville for construction of mixed-use project)

#### PROPERTY SALE AND DEVELOPMENT AGREEMENT

This Agreement is made as of the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"), and **2600 APARTMENTS LLC**, an Ohio limited liability company, with a mailing address of 256 E. University Avenue, Cincinnati, Ohio 45219 ("**Developer**").

#### Recitals:

- A. The City owns certain real property located at 4 E. Corry Street and 2604 Short Vine Street in the Corryville neighborhood, which properties are more particularly described on Exhibit A (Legal Description) and depicted on Exhibit B (Survey Plat) hereto (the "City Sale Property"). The City Sale Property is under the management and control of the Department of Community and Economic Development ("DCED") and consists of a vacant lot containing public utility infrastructure and streetscaping.
- B. Developer owns or otherwise controls certain real property adjoining the City Sale Property located at the northeast corner of the intersection of East Corry and Short Vine Streets (the "**Developer's Property**"). Developer seeks the City to sell the City Sale Property to Developer to be consolidated with Developer's Property, thereby creating a property assemblage that will accommodate the construction of a new mixed-use development, as more particularly described on <u>Exhibit C</u> (*Scope of Work*) (the "**Project**").
- C. The City desires to facilitate the Project and is agreeable to sell the City Sale Property to Developer. The City's Real Estate Services Division appraised the City Sale Property and has determined that its fair market value is approximately \$29,500.00, which price Developer has agreed to pay. The City is also cooperating to facilitate a real property tax abatement with respect to the Project pursuant to a Community Reinvestment Area Tax Exemption Agreement (the "CRA Agreement"), subject to passage by City Council of a separate ordinance authorizing such abatement.
- D. Section 13 of Article VIII of the Ohio Constitution provides that, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political subdivisions to sell, lease, exchange, or otherwise dispose of property within the State of Ohio for industry, commerce, distribution and research.
- E. Section 16 of Article VIII of the Ohio Constitution provides that it is in the public interest and a proper public purpose for the City to enhance the availability of adequate housing and to improve the economic and general well-being of the people of the City by providing or assisting in providing housing.
- F. The City has determined that (i) the City Sale Property is not needed for a municipal purpose, and (ii) the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents, and the City's sale of the City Sale Property to Developer to facilitate the Project is consistent with the City's objective of creating good quality housing options within the Corryville neighborhood, thereby contributing to the social and economic viability and stability of the neighborhood.
- G. The City has determined that eliminating competitive bidding in connection with the City's sale of the City Sale Property is justified because the City has determined that the sale of the City Sale Property to Developer will allow Developer to assemble a buildable site to accommodate the construction of the Project, thereby promoting the City's objective of creating good quality housing options in the Corryville neighborhood and enabling currently undeveloped land to be put to its highest and best use, providing the City with jobs and other economic benefits.
- H. City Planning Commission, having the authority to recommend the change in the use of Cityowned property, approved the sale of the City Sale Property to Developer at its meeting on July 17, 2020.

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l.	Execution	of this	Agreement	was	authorized	by	Cincinnati	City	Council b	у	Ordinance	No.
2020, p	passed on _		, 2020.									

NOW, THEREFORE, the parties agree as follows:

1. Purchase Price. Subject to the terms and conditions set forth herein, the City hereby agrees to sell the City Sale Property to Developer, and Developer hereby agrees to purchase the City Sale Property from the City, for a purchase price of \$29,500.00 (the "Purchase Price"). Developer acknowledges that it is familiar with the condition of the City Sale Property and, at Closing, the City shall convey the City Sale Property to Developer in "as is" condition. The City makes no representations or warranties to Developer with respect to the condition of the City Sale Property and, from and after the Closing, the City shall have no liability of any kind to Developer for any defects, adverse environmental condition, or any other matters affecting the City Sale Property.

### 2. Real Estate Closing.

- (A) <u>Surveys and Deeds</u>. The parties shall work cooperatively to accomplish the following steps, in the following order, at no expense to the City (steps (i) and (ii) referred to herein as the "**Pre-Closing Work**":
  - (i) Cut-Up of Existing City Property: Prior to Closing, the City shall file with the Hamilton County Auditor and Recorder a City-to-City Quitclaim Deed and Plat of Survey, in substantially the form attached as <a href="Exhibit D">Exhibit D</a> (Quitclaim Deed City Sale Property Cut Up) hereto, for the purpose of subdividing the existing City property into the City Sale Property and City remainder property.
  - (ii) City's Conveyance of City Sale Property to Developer; Creation of Covenants and Restrictions: At such time as the parties are ready to close (the "Closing"), the City shall execute and deliver to Developer, and Developer shall promptly thereafter file with the Hamilton County Auditor and Recorder, a Quitclaim Deed, in substantially the form attached as Exhibit E (Quitclaim Deed City Sale Property) hereto, pursuant to which:
    - (a) The City shall convey title to the City Sale Property to Developer; and
    - (b) The City shall reserve the right to re-acquire the City Sale Property if Developer fails to obtain all necessary building permits to initiate construction on the Project within the specified time frame provided for herein.
- (B) <u>Closing Conditions</u>. The Closing shall not occur until each of the following conditions ("**Closing Conditions**") have been satisfied or waived:
  - (i) <u>Pre-Closing Work:</u> Developer and the City have completed all of the Pre-Closing Work;
  - (ii) <u>Coordinated Report Conditions</u>: Developer shall have satisfied all applicable Coordinated Report Conditions (as defined below) in the City's discretion;
  - (iii) <u>Financing</u>: Developer has delivered to the City evidence of a satisfactory loan commitment(s) from Developer's lender(s) evidencing that Developer has secured or will be able to secure all financing necessary to complete the Project;
  - (iv) <u>Other Due Diligence Documentation</u>: Developer has delivered to the City all reasonably requested due diligence documentation related to the City Sale Property

- or Project, and the City has approved the contents and form of all such documentation;
- (v) <u>Construction Schedule</u>: Developer has delivered to the City a projected construction schedule for the Project;
- (vi) <u>Zoning Approval</u>: Evidence that Developer has attained or will attain all zoning approvals that may be required for completion of the Project, including any needed approval to re-zone the Project Site;
- (vii) <u>Building Permit</u>: Evidence that Developer has obtained or is ready to obtain a building permit issued by the City's Department of Buildings and Inspections for the construction of the Project;
- (viii) <u>Project Completion</u>: Based upon all information then available to the City, the City must be reasonably satisfied that the Developer has attained or will attain all approvals and awards necessary to complete the Project; has made no false or misleading claims to the City regarding the Project; and is otherwise prepared, able, and ready to complete the Project in accordance with the requirements of this Agreement; and
- (ix) <u>Continued Compliance</u>: Developer is in compliance with all obligations under this Agreement and that all representations made by Developer under this Agreement or any other document executed between Developer and the City related to the Project continue to be true and accurate.

All of the investigations and documents referred to in this section shall be performed and obtained, as the case may be, at no cost to the City. If Developer desires to enter upon the City Sale Property from time to time to perform surveys or other inspections, the City shall use reasonable efforts to promptly provide Developer with a separate Right-of-Entry for such purposes written on the City's standard form.

- (C) <u>90-Day Due Diligence Period; Right to Terminate</u>. If either party determines, after exercising reasonable good faith efforts, that any of the Closing Conditions are not or cannot be satisfied within <u>90 days</u> after the Effective Date (the "**Due Diligence Period**"), such party shall have the right to terminate this Agreement by giving written notice thereof to the other party on or prior to the expiration of the Due Diligence Period, whereupon this Agreement and all rights and obligations of the parties hereunder shall terminate. If neither party terminates this Agreement within the Due Diligence Period, the Closing shall occur on the date set forth in paragraph 2(D) below.
- (D) <u>Closing Date</u>. The closing ("**Closing**") shall take place <u>120 days</u> after the Effective Date (<u>i.e.</u>, 90-day Due Diligence Period, plus 30 days to prepare for closing), or on such earlier or later date as the parties may agree upon.
- (E) Closing Costs and Closing Documents. At the Closing, (i) Developer shall pay the Purchase Price in full, and (ii) the City shall convey all of its right, title and interest in and to the City Sale Property to Developer by Quitclaim Deed in the form of Exhibit E hereto. Developer shall pay all Hamilton County, Ohio recording fees and any and all other customary closing costs associated with the Closing such that the City shall not be required to come up with any funds for the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Developer shall pay all real estate taxes and assessments allocable to the City Sale Property thereafter becoming due. The provisions of this Agreement shall survive the City's execution and delivery of the Quitclaim Deed and shall not be deemed to have been merged therein. At Closing, the parties shall execute a closing statement and any and all other customary closing documents that are necessary for the Closing; provided, however, that

the City shall not be required to execute an Affidavit of Title or other similar documents pertaining to title, it being acknowledged by Developer that the City is selling the City Sale Property "as is." Developer shall not sell or transfer title to the City Sale Property or any portion thereof to another developer or anyone else prior to the completion of the Project without the City's prior written consent. Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Developer shall pay to the City any and all unpaid related and unrelated fines, penalties, judgments, water or other utility charges, and any and all other outstanding amounts owed by Developer or any of its affiliated entities to the City.

# 3. <u>Commencement of Project; Re-conveyance of Property to City Upon Failure to Timely Obtain Building Permits.</u>

- (A) <u>Project Commencement Date</u>. Developer shall have obtained all building permits enabling commencement of on-site construction of the Project no later than the Project Commencement Date (as defined below).
- (B) Project Commencement; Repurchase Option. No later than 2 months after the Closing, Developer shall have applied for and received the required building permits from the City's Department of Buildings and Inspections to begin construction of the Project ("Project Commencement Date"). As memorialized in the City's Quitclaim Deed, if Developer has not applied for and received the required building permits from the City's Department of Buildings and Inspections on or before the Project Commencement Date, the City shall have the option to repurchase the City Sale Property for the Purchase Price, as defined in Section 1, above, by limited warranty deed, free and clear of all liens and encumbrances except those, if any, that were in existence as of the date and time of the Closing ("Repurchase Option"), exercisable by giving written notice thereof to Developer at any time after the Project Commencement Date, but prior to the start of on-site construction.
- (C) <u>Plans and Specifications</u>. Developer shall complete the Project in accordance with Cityapproved plans and specifications. Once the City's DCED Director has approved Developer's plans, Developer shall not make any material changes thereto without the Director's prior written consent.
- (D) <u>Contractors and Subcontractors</u>. In performing work on the City Sale Property, Developer shall not solicit bids from any contractors or subcontractors who are identified as being debarred on any lists maintained by the City or by the federal or state governments.
- (E) Applicable Laws. Developer shall obtain, pay for and maintain all necessary building permits and other permits, licenses, and other governmental approvals and shall comply with all applicable federal, state and local laws, codes, ordinances and other governmental requirements applicable to the Project. The City makes no representations or other assurances to Developer that Developer will be able to obtain whatever variances, permits or other approvals from the City's Department of Buildings and Inspections, the City's Department of Transportation and Engineering, other City departments, City Planning Commission, or City Council that may be required in connection with the Project.
- (F) Inspection of Work. During construction at the City Sale Property, the City, its employees and agents shall have the right at all reasonable times to inspect the progress of construction to determine whether Developer is complying with its obligations under this Agreement. If the City determines that the work is not substantially in accordance with the requirements of this Agreement, is not in compliance with all applicable laws, or is not performed in a good and workmanlike manner as compared to normal construction industry standards, the City shall have the right, in its reasonable judgment and after giving Developer reasonable prior written notice thereof, to stop such work and order its replacement at Developer's expense.

- (G) <u>Mechanics Liens</u>. Developer shall not permit any mechanics' liens or other liens to be filed against the City Sale Property during construction. If a mechanics' lien shall at any time be filed, Developer shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record.
- (H) Recognition of City Support. Developer shall acknowledge the support of the City with respect to the Project in all printed materials such as informational releases, pamphlets and brochures, construction signs, project and identification signage, and any publicity such as that appearing on the Internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a participant, Developer shall use either the phrase "Project made possible 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. Developer's obligations under this section shall commence on the Effective Date and shall terminate on the date on which the construction has been completed.

#### 4. Insurance; Indemnification.

- (A) <u>Insurance</u>. Throughout construction, Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$1,000,000 per occurrence, combined single limit/\$1,000,000 aggregate, (ii) builder's risk insurance, insuring the improvements during construction, (iii) worker's compensation insurance in such amount as required by law, (iv) all insurance as may be required by Developer's construction lenders, and (v) such other insurance as may be reasonably required by the City's Division of Risk Management. Developer's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least thirty (30) days prior written notice to the City.
- (B) <u>Waiver of Subrogation</u>. Developer hereby waives all claims and rights of recovery, and on behalf of Developer's insurers, rights of subrogation, against the City, its employees, agents, contractors and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by Developer, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors or subcontractors; it being the agreement of the parties that Developer shall at all times protect against such loss or damage by maintaining adequate insurance. Developer shall cause its property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.
- (C) <u>Indemnity</u>. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, Developer shall defend, indemnify and hold the City, its officers, council members, employees and agents (collectively, the "**Indemnified Parties**") harmless from and against any and all actions, suits, claims, losses, costs (including without limitation attorneys' fees), demands, judgments, liability and damages suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of Developer, its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at the request of Developer in connection with the Project.
- **5.** Casualty; Eminent Domain. If any improvements are damaged or destroyed by fire or other casualty during construction, or if any portion of the City Sale Property is taken by exercise of eminent domain (federal, state or local), Developer shall repair and restore the affected property, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which the City Sale Property was in immediately prior to such occurrence. To the extent the City's participation is required, the City and Developer shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. If the proceeds are insufficient to fully repair and restore the City Sale Property, the City shall not be required to make up the deficiency. Developer shall handle all construction in accordance with the applicable requirements set forth herein, including without limitation obtaining the City's approval of the plans and specifications for the improvements if they deviate from the

original City-approved plans. Developer shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the improvements are being repaired or restored.

#### 6. <u>Default; Remedies</u>.

- (A) <u>Default</u>. The occurrence of any of the following shall be an "**event of default**" under this Agreement:
- (i) The failure of Developer to perform any obligation under this Agreement, and failure by Developer to correct such failure within thirty (30) days after Developer's receipt of written notice thereof from the City; *provided, however*, that if the nature of the default is such that it cannot reasonably be cured within 30 days, Developer shall not be in default so long as Developer commences to cure the default within such 30-day period and thereafter diligently completes such cure within a reasonable period of time (but not exceeding 90 days) after Developer's receipt of the City's initial notice of default. The foregoing notwithstanding, if Developer's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City, an event of default shall be deemed to have occurred if Developer fails to take corrective action immediately upon discovering such dangerous condition or emergency; or
- (ii) The dissolution of Developer, the filing of any bankruptcy or insolvency proceedings by Developer, or the making by Developer of an assignment for the benefit of creditors;
- (iii) The filing of any bankruptcy or insolvency proceedings against Developer, or the appointment of a receiver (temporary or permanent) for Developer, or the attachment of, levy upon, or seizure by legal process of any of Developer's property, that, in each such event, is not released within 60 days after the filing thereof; or
  - (iv) Any event of default under the CRA Agreement.
- (B) Remedies. Upon the occurrence of an event of default under this Agreement, the City shall be entitled to: (i) demand immediate repayment of all previously disbursed funds if this Agreement provides for City funding, (ii) if the default occurs prior to the Closing, to terminate this Agreement by giving Developer written notice thereof, (iii) take such actions in the way of "self help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of Developer, and (iv) exercise any and all other rights and remedies under this Agreement or otherwise available at law or in equity. Developer shall be liable for all costs and damages, including without limitation attorneys' fees, suffered or incurred by the City as a result of a default of Developer under this Agreement or the City's enforcement or termination of this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy under this Agreement shall not constitute a waiver of the breach of such covenant or of such remedy.
- **7.** <u>Notices</u>. All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by UPS, Federal Express or other recognized courier service, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:

City of Cincinnati Dept of Community & Economic Development 805 Central Avenue, Suite 700 Cincinnati, OH 45202 To Developer:

2600 Apartments LLC 256 E. University Avenue Cincinnati, OH 45219

{00316755-2}

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

- **8.** Representations, Warranties, and Covenants. Developer makes the following representations, warranties and covenants to induce the City to enter into this Agreement:
- (i) Developer is a limited liability company duly organized and validly existing under the laws of the State of Ohio, has properly filed all certificates and reports required to be filed by it under the laws of the State of Ohio, and is not in violation of any laws relevant to the transactions contemplated by this Agreement.
- (ii) Developer has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for herein. This Agreement has by proper action been duly authorized, executed and delivered by Developer and all actions necessary have been taken to constitute this Agreement, when executed and delivered, valid and binding obligations of Developer
- (iii) Developer's execution, delivery and performance of this Agreement and the transactions contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or Developer's organizational documents, or any mortgage, contract, agreement or other undertaking to which Developer is a party or which purports to be binding upon Developer or upon any of its assets, nor is Developer in violation or default of any of the foregoing.
- (iv) There are no actions, suits, proceedings or governmental investigations pending, or to the knowledge of Developer, threatened against or affecting Developer, at law or in equity or before or by any governmental authority.
- (v) Developer shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute or governmental proceedings or investigation affecting Developer that could reasonably be expected to interfere substantially or materially and adversely affect its financial condition or its completion of the Project.
- (vi) The statements made in the documentation provided by Developer to the City that are descriptive of Developer or the Project have been reviewed by Developer and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading.
- (vii) Developer does not owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

#### 9. Reporting Requirements.

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

{00316755-2}

(B) <u>City's Right to Inspect and Audit</u>. During construction and for a reasonable period of time thereafter, Developer shall permit the City and its designees and auditors to have reasonable access to and to inspect and audit Developer's Records and Reports. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Developer to the City, Developer shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

#### 10. General Provisions.

- (A) <u>Assignment</u>. Developer shall not assign its rights or obligations under this Agreement without the prior written consent of the City, which may be withheld in the City's sole discretion, and any attempt to do so without the City's consent shall, at the City's option, render this Agreement null and void.
- (B) <u>Entire Agreement</u>. This Agreement (including the exhibits hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof.
- (C) <u>Amendments</u>. This Agreement may be amended only by a written amendment signed by both parties.
- (D) <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. All actions regarding this Agreement shall be brought in the Hamilton County Court of Common Pleas, and Developer agrees that venue in such court is proper. Developer hereby waives trial by jury with respect to any and all disputes arising under this Agreement.
- (E) <u>Binding Effect</u>. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and assigns.
- (F) <u>Captions</u>. The captions of the various sections and paragraphs of this Agreement are not part of the context hereof and are only guides to assist in locating such sections and paragraphs and shall be ignored in construing this Agreement.
- (G) <u>Severability</u>. If any part of this Agreement is held by a court of law to be void, illegal or unenforceable, such part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.
  - (H) No Third Party Beneficiaries. No third party beneficiary rights are created by this Agreement.
- (I) <u>Brokers</u>. Developer shall be responsible for payment of any and all commissions and fees payable to brokers and agents who have assisted Developer in its acquisition of the City Sale Property.
- (J) <u>No Recording</u>. This Agreement shall not be recorded in the Hamilton County Recorder's office.
- (K) <u>Time</u>. Time is of the essence with respect to the performance by the parties of their respective obligations under this Agreement.
- (L) Official Capacity. All representations, warranties, covenants, agreements and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements or obligations shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future officer, agent, employee or attorney of the City in other than his or her official capacity.

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- (M) <u>Conflict of Interest</u>. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.
- (N) <u>Administrative Actions</u>. To the extent permitted by applicable laws, and unless otherwise expressly provided in this Agreement, all actions taken or to be taken by the City under this Agreement may be taken by administrative action and shall not require legislative action of the City beyond the legislative action authorizing the execution of this Agreement.
- (O) <u>Counterparts and Electronic Signatures</u>. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original. This Agreement may be executed and delivered by electronic signature; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.
- **11.** <u>Coordinated Report Conditions</u>. Per CR #100-2019, Developer shall abide by the following additional conditions:
- (A) <u>Cincinnati Bell</u>: Cincinnati Bell has existing underground telephone facilities at this location. The existing facilities must remain in place, in service, and able to be accessed. Any damage done to the facilities, or any work done to relocate the facilities as a result of this request will be handled entirely at Developer's expense.
  - (B) Buildings and Inspections:
    - (i) The City Sale Property should be rezoned to an appropriate zoning district;
- (ii) The City Sale Property should be merged with Developer's Property by consolidation plat after the sale and before any building permits are issued;
  - (iii) The Project should be subject to the Coordinated Site Review process.
  - **12. Exhibits.** The following exhibits are attached hereto and made a part hereof:

Exhibit A – Legal Description

Exhibit B – Survey Plat

Exhibit C – Scope of Work

Exhibit D – Quitclaim Deed – City Sale Property Cut Up

Exhibit E – Quitclaim Deed – City Sale Property

Exhibit F – Additional Requirements

[SIGNATURE PAGE FOLLOWS]

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

CITY OF CINCINNATI	2600 APARTMENTS LLC
Ву:	Ву:
Paula Boggs-Muething, Interim City Manager  Date:, 2020	Name:
, 2020	Date:, 2020
Approved as to Form:	
Assistant City Solicitor	
Certified Date:	
Fund/Code:	
Amount:	
Ву:	
Karen Alder, City Finance Director	

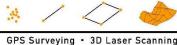
#### **EXHIBIT A**

#### to Property Sale and Development Agreement

#### Legal Description

Property Address: 2604 Short Vine Street, Cincinnati, Ohio 45219

Berding Surveying



**Description for: Uptown** 

Location: Short Vine & Corry Street, 0.0574 Acre Plat of Survey

Situated in Section 14, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**COMMENCING** at the intersection of the north line of Corry Street and the east line of Vine Street;

Thence with the east line of said Vine Street, North 06°14'25" East, 50.00 feet to a set cross notch and the **POINT OF BEGINNING**;

Thence continuing with the east line of said Vine Street, North 06°14'25" East, 25.00 feet to a set cross notch at the southwest corner of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528 of the Hamilton County Recorder's Office;

Thence with the south line of said Gaslight Ventures LLC, South 83°55'38" East, 90.00 feet to the southeast corner of said Gaslight Ventures, referenced by an existing iron pin and cap stamped "Abercrombie #6021-7862" at 0.25 feet south;

Thence along a new division line, South 83°55'38" East, 10.00 feet to a set cross notch in the south line of a tract conveyed to City of Cincinnati in Deed Book 3326, Page 240; AND South 06°14'25" West, 25.00 feet to a set cross notch at the northeast corner of a tract conveyed to City of Cincinnati in Deed Book 3450, Page 511;

Thence in part with the north line of said City of Cincinnati and the north line of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528, North 83°55'38" West, 100.00 feet to the **POINT OF BEGINNING**.

**CONTAINING 0.0574 ACRES** and being subject to all legal easements and highways of record.

The above described tract being part of the lands conveyed to City of Cincinnati in Deed Book 3326, Page 163 and further identified as part of Hamilton County Auditor's Parcel 092-0002-0177-90.

#### **Property Address**: 4 East Corry Street, Cincinnati, Ohio 45219





GPS Surveying • 3D Laser Scanning

**Description for: Uptown** 

Location: Short Vine & Corry Street, 0.0115 Acre Plat of Survey

Situated in Section 14, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**COMMENCING** at the intersection of the north line of Corry Street and the east line of Vine Street;

Thence with the north line of said Corry Street, South 83°55'38" East, 90.00 feet to a set cross notch at the southeast corner of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528 of the Hamilton County Recorder's Office and the **POINT OF BEGINNING**.

Thence with the east line of said Gaslight Ventures LLC, North 06°14'25" East, 50.00 feet to a set iron pin in the south line of a tract conveyed to City of Cincinnati in Deed Book 3326, Page 163;

Thence with the south line of said City of Cincinnati, South 83°55'38" East, 10.00 feet to a set cross notch at the northwest corner of a tract conveyed to City of Cincinnati in Deed Book 3392, Page 385;

Thence with the west line of said City of Cincinnati, South 06°14'25" West, 50.00 feet to a set cross notch in the north line of aforesaid Corry Street;

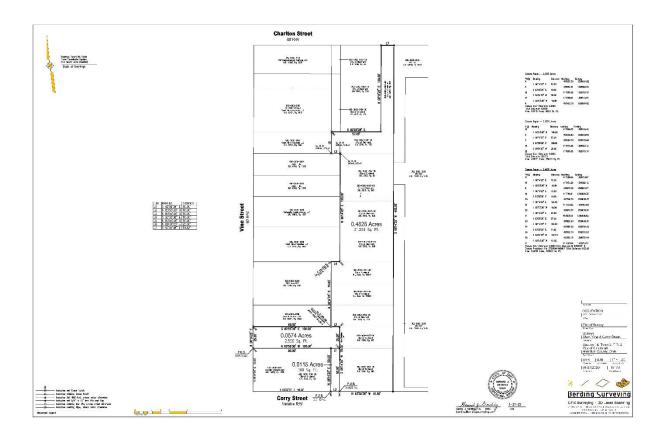
Thence with the north line of said Corry Street, North 83°55'38" West, 10.00 feet to the **POINT OF BEGINNING**.

**CONTAINING 0.0115 ACRES** and being subject to all legal easements and highways of record.

The above described tract being all of the lands conveyed to City of Cincinnati in Deed Book 3450, Page 511 and further identified as Hamilton County Auditor's Parcel 092-0002-0185-90.

**EXHIBIT B** to Property Sale and Development Agreement

## Survey Plat



#### **EXHIBIT C**

to Property Sale and Development Agreement

#### SCOPE OF WORK

Developer intends to construct two structures containing approximately 33,606 square feet of residential rental space, consisting of approximately 27 apartment units, and approximately 2,128 square feet of commercial space at an estimated aggregate cost of approximately \$6,005,180.

#### **EXHIBIT D**

to Property Sale and Development Agreement

# FORM OF QUITCLAIM DEED - CITY SALE PROPERTY CUT-UP

[SEE ATTACHED]

[SPACE ABOVE FOR RECORDER'S USE ONLY]

Property: 2604 Short Vine Street

(cut-up to create 0.0574 acre parcel (Parcel "A") and 0.4828 acre parcel (Parcel "B")

#### **QUITCLAIM DEED**

(Cut-up)

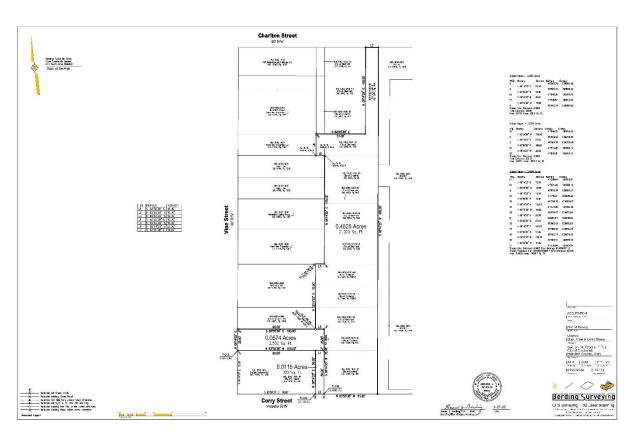
The **City of Cincinnati**, an Ohio municipal corporation (the "**City**"), hereby grants and conveys to the **City of Cincinnati**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202, all of the City's right, title and interest in and to the real property depicted on <u>Exhibit A</u> (*Plat of Survey*) and described on <u>Exhibit B</u> (*Legal Description – Parcel "A"*) and <u>Exhibit C</u> (*Legal Description – Parcel "B"*) hereto.

	Property Address:	2604 Short Vine Street	t, Cincinnati, OH 45219	
	Auditor's Parcel No.:	092-0002-0007-90		
grant	This conveyance is permitted under Ohio Revised Code Section 5302.18, which provides that grantor under a deed may also be a grantee.			
Cinci	The City's execution of t		horized by Ordinance No2020, passed by	
	Prior instrument reference	e: Official Record	_, Page, Hamilton County, Ohio Records.	
	Executed on	, 2020.		
			City of Cincinnati	
			Ву:	
			Paula Boggs-Muething, Interim City Manager	
			intenin City Manager	

{00316755-2}

STATE OF OHIO	)		
COUNTY OF HAMILTON	) ss: )		
Paula Boggs-Muething, Interim behalf of the municipal corpora	City Manager of the <b>City</b> tion. The notarial act cel	refore me this day of of Cincinnati, an Ohio municipal rtified hereby is an acknowledgem of the notarial act certified hereby.	corporation, on
		Notary Public My commission expires:	
Approved as to Form:			
Assistant City Solicitor	_		
This instrument prepared by:			
City of Cincinnati Law Departme 801 Plum Street Cincinnati, Ohio 45202	ent		
Exhibits: Exhibit A – <i>Plat of Survey</i> Exhibit B – <i>Legal Description</i> – Exhibit C – <i>Legal Description</i> –			

**Exhibit A** to Quitclaim Deed *Plat of Survey* 



#### **Exhibit B**

to Quitclaim Deed Legal Description – Parcel A

#### Location: Short Vine & Corry Street, 0.0574 Acre Plat of Survey

Situated in Section 14, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**COMMENCING** at the intersection of the north line of Corry Street and the east line of Vine Street;

Thence with the east line of said Vine Street, North 06°14'25" East, 50.00 feet to a set cross notch and the **POINT OF BEGINNING**;

Thence continuing with the east line of said Vine Street, North 06°14'25" East, 25.00 feet to a set cross notch at the southwest corner of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528 of the Hamilton County Recorder's Office;

Thence with the south line of said Gaslight Ventures LLC, South 83°55'38" East, 90.00 feet to the southeast corner of said Gaslight Ventures, referenced by an existing iron pin and cap stamped "Abercrombie #6021-7862" at 0.25 feet south;

Thence along a new division line, South 83°55'38" East, 10.00 feet to a set cross notch in the south line of a tract conveyed to City of Cincinnati in Deed Book 3326, Page 240; AND South 06°14'25" West, 25.00 feet to a set cross notch at the northeast corner of a tract conveyed to City of Cincinnati in Deed Book 3450, Page 511;

Thence in part with the north line of said City of Cincinnati and the north line of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528, North 83°55'38" West, 100.00 feet to the **POINT OF BEGINNING**.

**CONTAINING 0.0574 ACRES** and being subject to all legal easements and highways of record.

The above described tract being part of the lands conveyed to City of Cincinnati in Deed Book 3326, Page 163 and further identified as part of Hamilton County Auditor's Parcel 092-0002-0177-90.

The bearings are based on State Plane Coordinate System Ohio South Zone (NAD83).

All iron pins set are 5/8" X 30" rebar with cap stamped "G.J. BERDING SURVEYING, INC".

Prepared by G.J. BERDING SURVEYING, INC. on January 27, 2020. Based on a Plat of Survey prepared by G.J. BERDING SURVEYING, INC. on January 27, 2020.

#### **Exhibit C**

#### to Quitclaim Deed Legal Description – Parcel B

#### Location: Short Vine & Corry Street, 0.4828 Acre Plat of Survey

Situated in Section 14, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**COMMENCING** at the intersection of the north line of Corry Street and the east line of Vine Street:

Thence with the north line of said Corry Street, South 83°55'38" East, 100.00 feet to a set cross notch at the southeast corner of a tract conveyed to City of Cincinnati in Deed Book 3450, Page 511 of the Hamilton County Recorder's Office and the **POINT OF BEGINNING**:

Thence in part with the east line of said City of Cincinnati and a new division line, North 06°14'25" East, 75.00 feet to a set cross notch in the north line of a tract conveyed to City of Cincinnati in Deed Book 3326, Page 163;

Thence with the north line of said City of Cincinnati, North 83°55'38" West, 10.00 feet to the southwest corner of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528, referenced by an existing iron pin stamped "Abercrombie #6021-7862" at 0.25 feet south;

Thence with the east line of said Gaslight Ventures LLC and a tract conveyed to 2610 Vine, LLC in Official Record 13590, Page 1344, North 06°14'25" East, 75.00 feet to a point in the south line of a tract conveyed to Short Vine Properties LLC in Official Record 13701, Page 1906, referenced by an existing 1" iron pipe at 0.40 feet South and 1.41 feet West;

Thence with the south line of said Short Vine Properties LLC, South 83°55'38" East, 10.00 feet to a set cross notch at the southeast corner of said Short Vine Properties LLC;

Thence with the east line of said Short Vine Properties LLC, a tract conveyed to University Housing Group, LLC in Official Record 13866, Page 1287, and tracts conveyed to Angiulli, Inc. in Official Record 6745, Page 1338, North 06°14'25" East, 125.00 feet to the northeast corner of said Angiulli, Inc., referenced by an existing cross notch at 0.08 feet North and 0.16 feet West and an existing cross notch at 0.06 feet North and 0.35 feet East;

Thence with the north line of said Angiulli, Inc., North 83°55'38" West, 10.00 feet to the southeast corner of a tract conveyed to Short Vine Properties LLC in Official Record 13701, Page 1906, referenced by an existing cross notch at 0.09 feet North and 0.19 feet West;

Thence with the east line of said Short Vine Properties LLC, North 06°14'25" East, 25.00 feet to a set cross notch at the southeast corner of a tract conveyed to Short Vine Properties LLC in Official Record 13701, Page 1910

Thence in part with the south line of a tract conveyed to City of Cincinnati in Deed Book 3392, Page 391 and a tract conveyed to City of Cincinnati in Deed Book 3297, Page 552, South 83°55'38" East, 57.00 feet to a set MAG nail at the southeast corner of said City of Cincinnati;

Thence with the east line of said City of Cincinnati, North 06°14'25" East, 100.00 feet to a set iron pin in the south line of Charlton Street;

Thence with the south line of said Charlton Street, South 83°55'38" East, 14.82 feet to a set iron pin at the northwest corner of a tract conveyed to VP3 LLC in Official Record 12805, Page 1626:

Thence in part with the west line of said VP3 LLC, South 06°14'25" West, 400.00 feet to a set iron pin in the north line of aforesaid Corry Street;

Thence with the north line of said Corry Street, North 83°55'38" West, 61.82 feet to the **POINT OF BEGINNING**.

CONTAINING 0.4828 ACRES and being subject to all legal easements and highways of record.

The above described tract being part of the lands conveyed to City of Cincinnati in Deed Book 3297, Page 553, Deed Book 3326, Page 163, Deed Book 3326, Page 240, Deed Book 3360, Page 828, Deed Book 3392, Page 385, Deed Book 3392, Page 735, Deed Book 3396, Page 660, Deed Book 3397, Page 56, and Registered Land Certificate No. 55262 and 56047 in Hamilton County Recorder's Office, further identified as Parcels 092-0002-0007-90, 092-0002-011-90, 092-0002-0161-90, 092-0002-0177-90, 092-0002-0179-90, 092-0002-0180-90, 092-0002-0181-90, 092-0002-0182-90, 092-0002-0184-90, and 092-0002-0187-90 of the Hamilton County Auditor's Office.

The bearings are based on State Plane Coordinate System Ohio South Zone (NAD83).

All iron pins set are 5/8" X 30" rebar with cap stamped "G.J. BERDING SURVEYING, INC".

Prepared by G.J. BERDING SURVEYING, INC. on January 27, 2020. Based on a Plat of Survey prepared by G.J. BERDING SURVEYING, INC. on January 27, 2020.

## **EXHIBIT D**

to Property Sale and Development Agreement

# FORM OF QUITCLAIM DEED - CITY SALE PROPERTY

[See Attached]

space above for recorder
QUITCLAIM DEED
The CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), for valuable consideration paid, hereby grants and conveys to <b>2600 APARTMENTS LLC</b> , an Ohio limited liability company, with a mailing address of 256 E. University Avenue, Cincinnati, OH 45219 ("Grantee"), all of the City's right, title and interest in and to the real property described on <a href="Exhibit A">Exhibit A</a> hereto (the "Property"):
Property Address: 4 E. Corry Street and 2604 Short Vine Street, Cincinnati, OH 45219 Auditor's parcel Nos.: & 092-0002-0185-90
Reconveyance to City upon Failure to Timely Obtain Building Permits: The City and Grantee are parties to a Property Sale and Development Agreement dated, 2020 (the "Agreement") pursuant to which Grantee is required to redevelop the City Sale Property. If Grantee does not obtain all necessary building permits to initiate construction on the City Sale Property on or before the Project Commencement Date specified in the Agreement, the City may require Developer to reconvey the Property to the City as described in the Agreement. At such time as the City no longer has the right to reacquire the City Sale Property under the Agreement, the City, at Grantee's request, shall execute and deliver to Grantee a release of such rights for recording in the Hamilton County, Ohio Records. Until such time as the City Sale Property has been reconveyed to the City or the City has released or waived its rights to reacquire the City Sale Property thereunder, Grantee shall not sell or otherwise transfer title to the City Sale Property or any portion thereof without the prior written consent of the City.
This conveyance was authorized by Ordinance No2020, passed by Cincinnati City Council on, 2020.
Prior instrument references: Deed Book 3326, Page 163, & <u>OR</u> , <u>Page</u> , Hamilton County, Ohio Records.
Executed on, 2020.
<b>Exhibits</b> . The following exhibits are attached hereto and made a part hereof: Exhibit A - Legal Description

	CITY OF CINCINNATI
	Ву:
	By: Paula Boggs-Muething, Interim City Manager
STATE OF OHIO ) ) SS:	
) SS: COUNTY OF HAMILTON )	
Boggs-Muething, Interim City Manager of th	wledged before me this day of, 2020 by Paula e CITY OF CINCINNATI, an Ohio municipal corporation, on arial act certified hereby is an acknowledgement. No oath or th regard to the notarial act certified hereby.
	Notary Public My commission expires:
Approved as to Form:	
Assistant City Solicitor	
This instrument prepared by:	
City of Cincinnati Law Department 801 Plum Street, Suite 214 Cincinnati, Ohio 45202	

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#### **EXHIBIT A**

#### to Quitclaim Deed

#### Legal Description

Auditor's Parcel No.: 0092-0002-0185-90 Property Address: 4 E. Corry Street

# Berding Surveying



GPS Surveying • 3D Laser Scanning

**Description for: Uptown** 

Location: Short Vine & Corry Street, 0.0115 Acre Plat of Survey

Situated in Section 14, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**COMMENCING** at the intersection of the north line of Corry Street and the east line of Vine Street;

Thence with the north line of said Corry Street, South 83°55'38" East, 90.00 feet to a set cross notch at the southeast corner of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528 of the Hamilton County Recorder's Office and the **POINT OF BEGINNING**.

Thence with the east line of said Gaslight Ventures LLC, North 06°14'25" East, 50.00 feet to a set iron pin in the south line of a tract conveyed to City of Cincinnati in Deed Book 3326, Page 163:

Thence with the south line of said City of Cincinnati, South 83°55'38" East, 10.00 feet to a set cross notch at the northwest corner of a tract conveyed to City of Cincinnati in Deed Book 3392, Page 385;

Thence with the west line of said City of Cincinnati, South 06°14'25" West, 50.00 feet to a set cross notch in the north line of aforesaid Corry Street;

Thence with the north line of said Corry Street, North 83°55'38" West, 10.00 feet to the **POINT OF BEGINNING**.

**CONTAINING 0.0115 ACRES** and being subject to all legal easements and highways of record.

The above described tract being all of the lands conveyed to City of Cincinnati in Deed Book 3450, Page 511 and further identified as Hamilton County Auditor's Parcel 092-0002-0185-90.

# Berding Surveying



GPS Surveying • 3D Laser Scanning

Description for: Uptown

Location: Short Vine & Corry Street, 0.0574 Acre Plat of Survey

Situated in Section 14, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**COMMENCING** at the intersection of the north line of Corry Street and the east line of Vine Street;

Thence with the east line of said Vine Street, North 06°14'25" East, 50.00 feet to a set cross notch and the **POINT OF BEGINNING**;

Thence continuing with the east line of said Vine Street, North 06°14'25" East, 25.00 feet to a set cross notch at the southwest corner of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528 of the Hamilton County Recorder's Office:

Thence with the south line of said Gaslight Ventures LLC, South 83°55'38" East, 90.00 feet to the southeast corner of said Gaslight Ventures, referenced by an existing iron pin and cap stamped "Abercrombie #6021-7862" at 0.25 feet south;

Thence along a new division line, South 83°55'38" East, 10.00 feet to a set cross notch in the south line of a tract conveyed to City of Cincinnati in Deed Book 3326, Page 240; AND South 06°14'25" West, 25.00 feet to a set cross notch at the northeast corner of a tract conveyed to City of Cincinnati in Deed Book 3450, Page 511;

Thence in part with the north line of said City of Cincinnati and the north line of a tract conveyed to Gaslight Ventures LLC in Official Record 14071, Page 1528, North 83°55'38" West, 100.00 feet to the **POINT OF BEGINNING**.

**CONTAINING 0.0574 ACRES** and being subject to all legal easements and highways of record.

The above described tract being part of the lands conveyed to City of Cincinnati in Deed Book 3326, Page 163 and further identified as part of Hamilton County Auditor's Parcel 092-0002-0177-90.

#### **EXHIBIT F**

to Property Sale and Development Agreement

#### Additional Requirements

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

This Exhibit serves two functions:

- (i) Serving as a Source of Information With Respect to Government Requirements. This Exhibit identifies certain Government Requirements that may be applicable to the Project, Developer, or its contractors and subcontractors. Because this Agreement requires that Developer comply with all applicable laws, regulations, and other Government Requirements (and in certain circumstances to cause others to do so), this Exhibit flags certain Government Requirements that Developers, contractors and subcontractors regularly face in constructing projects or doing business with the City. To the extent a Developer is legally required to comply with a Government Requirement, failure to comply with such a Government Requirement is a violation of the Agreement.
- (ii) Affirmatively Imposing Contractual Obligations. If certain conditions for applicability are met, this Exhibit also affirmatively imposes contractual obligations on Developer, even where such obligations are not imposed on Developer by Government Requirements. As described below, the affirmative obligations imposed hereby are typically a result of policies adopted by City Council which, per Council's directive, are to be furthered by the inclusion of certain specified language in some or all City contracts. The City administration (including the City's Department of Community and Economic Development) is responsible for implementing the policy directives promulgated by Council (which typically takes place via the adoption of motions or resolutions by Council), including, in certain circumstances, by adding specific contractual provisions in City contracts such as this Agreement.

#### (A) Construction Workforce.

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

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

(ii) <u>Requirement.</u> In furtherance of the policy enumerated in City Resolutions No. 32-1983 and 21-1998 concerning the inclusion of minorities and women in City construction work, if Developer is performing construction work for the City under a construction contract to which the City is a party, Developer shall use Best Efforts to achieve a standard of no less than 11.8% Minority Persons (as defined below) and 6.9% females (of whom at least one-half shall be Minority Persons) in each craft trade in Developer and its general contractor's aggregate workforce in Hamilton County, to be achieved at least

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halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the "Construction Workforce Goals").

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

- (a) "Best Efforts" means substantially complying with all of the following as to any of its employees performing such construction, and requiring that all of its construction subcontractors substantially comply with all of the following: (1) solicitation of Minority Persons as potential employees through advertisements in local minority publications; and (2) contacting government agencies, private agencies, and/or trade unions for the job referral of qualified Minority Persons.
- (b) "Minority Person" means any person who is Black, Asian or Pacific Islander, Hispanic, American Indian or Alaskan Native.
  - (c) "Black" means a person having origin in the black racial group of Africa.
- (d) "Asian or Pacific Islander" means a person having origin in the original people of the Far East or the Pacific Islands, which includes, among others, China, India, Japan, Korea, the Philippine Islands, Malaysia, Hawaii and Samoa.
- (e) "**Hispanic**" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish cultural origin.
- (f) "American Indian" or "Alaskan Native" means a person having origin in any of the original people of North America and who maintains cultural identification through tribal affiliation.
  - (B) Trade Unions; Subcontracts; Competitive Bidding.
    - (i) Meeting and Conferring with Trade Unions.
- (a) <u>Applicability</u>. Per City of Cincinnati, Ordinance No. 130-2002, this requirement is limited to transactions in which Developer receives City funds or other assistance (including, but not limited to, the City's construction of public improvements to specifically benefit the Project, or the City's sale of real property to Developer at below fair market value).
- (b) Requirement. This Agreement may be subject to the requirements of City of Cincinnati, Ordinance No. 130-2002, as amended or superseded, providing that, if Developer receives City funds or other assistance, Developer and its general contractor, prior to the commencement of construction of the Project and prior to any expenditure of City funds, and with the aim of reaching comprehensive and efficient project agreements covering all work done by Developer or its general contractor, shall meet and confer with: the trade unions representing all of the crafts working on the Project, and minority, female, and locally-owned contractors and suppliers potentially involved with the construction of the Project. At this meeting, Developer and/or its general contractor shall make available copies of the scope of work and if prevailing wage rates apply, the rates pertaining to all proposed work on the Project. Not later than ten (10) days following Developer and/or its general contractor's meet and confer activity, Developer shall provide to the City, in writing, a summary of Developer and/or its general contractor's meet and confer activity.

#### (ii) Contracts and Subcontracts; Competitive Bidding.

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

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

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

- (a) Applicability. Pursuant to Ordinance No. 273-2002, the provision in clause (b) below applies solely where the Project receives in \$250,000 or more in direct City funding, and where such funding comprises at least 25% of the Project's budget. For the purposes of this clause (iii), "direct City funding" means a direct subsidy of City funds in the form of cash, including grants and forgivable loans, but not including public improvements, land acquisitions and sales, job creation tax credits, or tax abatements or exemptions.
- (b) Requirement. This Agreement requires that Developer issue an invitation to bid on the construction components of the development by trade craft through public notification and that the bids be read aloud in a public forum. For purposes of this provision, the following terms shall be defined as set forth below:
  - (1) "Bid" means an offer in response to an invitation for bids to provide construction work.
  - (2) "Invitation to Bid" means the solicitation for quoted prices on construction specifications and setting a time, date and place for the submission of and public reading of bids. The place for the public reading of bids shall be chosen at the discretion of Developer; however, the place chosen must be accessible to the public on the date and time of the public reading and must have sufficient room capacity to accommodate the number of respondents to the invitation to bid.
  - (3) "Trade Craft" means (a) general construction work, (b) electrical equipment, (c) plumbing and gas fitting, (d) steam and hot water heating and air conditioning and ventilating apparatus, and steam power plant, (e) elevator work, and (f) fire protection.
  - (4) "Public Notification" means (a) advertisement of an invitation to bid with ACI (Allied Construction Industries) and the Dodge Report, and (b) dissemination of the advertisement (either by mail or electronically) to the South Central Ohio Minority Business Council, Greater Cincinnati Northern Kentucky African-American Chamber of Commerce, and the Hispanic Chamber of Commerce. The advertisement shall include a description of the "scope of work" and any other information reasonably necessary for the preparation of a bid, and it shall be published and disseminated no less than fourteen days prior to the deadline for submission of bids stated in the invitation to bid.

- (5) "Read Aloud in a Public Forum" means all bids shall be read aloud at the time, date and place specified in the invitation for bids, and the bids shall be available for public inspection at the reading.
- (C) <u>City Building Code</u>. All construction work must be performed in compliance with City building code requirements.
- (D) <u>Lead Paint Regulations</u>. All work must be performed in compliance with Chapter 3742 of the Ohio Revised Code, Chapter 3701-32 of the Ohio Administrative Code, and must comply with OSHA's Lead in Construction Regulations and the OEPA's hazardous waste rules. All lead hazard abatement work must be supervised by an Ohio Licensed Lead Abatement Contractor/Supervisor.
- (E) <u>Displacement</u>. If the Project involves the displacement of tenants, Developer shall comply with all Government Requirements in connection with such displacement. If the City shall become obligated to pay any relocation costs or benefits or other sums in connection with the displacement of tenants, under Cincinnati Municipal Code Chapter 740 or otherwise, Developer shall reimburse the City for any and all such amounts paid by the City in connection with such displacement within twenty (20) days after the City's written demand.

#### (F) <u>Small Business Enterprise Program.</u>

- (i) <u>Applicability</u>. The applicability of Municipal Code Chapter 323 (Small Business Enterprise Program) is limited to construction contracts in excess of \$5,000. Municipal Code Chapter 323 defines "contract" as "a contract in excess of \$5,000.00, except types of contracts listed by the City purchasing agent as exempt and approved by the City Manager, for (a) construction, (b) supplies, (c) services, or (d) professional services." It defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than \$4,000 and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority." To the extent Municipal Code Chapter 323 does not apply to this Agreement, Developer is not subject to the various reporting requirements described in this Section (F).
- (ii) Requirement. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises ("SBE"s), which include SBEs owned by minorities and women. Accordingly, subject to clause (i) above, Developer and its general contractor shall use its best efforts and take affirmative steps to assure that SBEs are utilized as sources of supplies, equipment, construction, and services, with the goal of meeting 30% SBE participation for construction contracts and 15% participation for supplies/services and professional services contracts. An SBE means a consultant, supplier, contractor or subcontractor who is certified as an SBE by the City in accordance with Cincinnati Municipal Code ("CMC") Chapter 323. (A list of SBEs may be obtained from the Department of Economic Inclusion or from the City's web page, <a href="http://cincinnati.diversitycompliance.com">http://cincinnati.diversitycompliance.com</a>.) Developer and its general contractor may refer interested firms to the Department of Economic Inclusion for review and possible certification as an SBE, and applications may also be obtained from such web page. If the SBE program is applicable to this Agreement, as described in clause (i) above, Developer agrees to take (or cause its general contractor to take) at least the following affirmative steps:
  - (1) Including qualified SBEs on solicitation lists.
  - (2) Assuring that SBEs are solicited whenever they are potential sources. Contractor must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials or to bid on construction contracts for the Project. Contractor is encouraged to use the internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot be used as substitutes for the above.
  - (3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

- (4) When needs permit, establishing delivery schedules that will encourage participation by SBEs.
- (iii) Subject to clause (i) above, if any subcontracts are to be let, Developer shall require the prime contractor to take the above affirmative steps.
- (iv) Subject to clause (i) above, Developer shall provide to the City, prior to commencement of the Project, a report listing all of the contractors and subcontractors for the Project, including information as to the owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. Developer or its general contractor shall update the report monthly by the 15th. Developer or its general contractor shall enter all reports required in this subsection via the City's web page referred to in clause (i) above or any successor site or system the City uses for this purpose. Upon execution of this Agreement, Developer and its general contractor shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.
- (v) Subject to clause (i) above, Developer and its general contractor shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City shall have the right to review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the affiant pursuant to Section 2921.12, Ohio Revised Code.
- (vi) Subject to clause (i) above, failure of Developer or its general contractor to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach the minimum percentage goals for SBE participation as set forth in Cincinnati Municipal Code Chapter 323, may be construed by the City as failure of Developer to use best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this section.

#### (G) Equal Employment Opportunity.

- (i) <u>Applicability</u>. Chapter 325 of the Cincinnati Municipal Code (Equal Employment Opportunity) applies (a) where the City expends more than \$5,000 under a non-construction contract, or (b) where the City spends or receives over \$5,000 to (1) employ another party to construct public improvements, (2) purchase services, or (3) lease any real or personal property to or from another party. Chapter 325 of the Municipal Code does not apply where the contract is (a) for the purchase of real or personal property to or from another party, (b) for the provision by the City of services to another party, (c) between the City and another governmental agency, or (d) for commodities such as utilities.
- (ii) <u>Requirement</u>. If this Agreement is subject to the provisions of Chapter 325 of the Cincinnati Municipal Code (the City of Cincinnati's Equal Employment Opportunity Program), the provisions thereof are hereby incorporated by reference into this Agreement.
- (H) <u>Prevailing Wage</u>. Developer shall comply, and shall cause all contractors working on the Project to comply, with all any prevailing wage requirements that may be applicable to the Project. In the event that the City is directed by the State of Ohio to make payments to construction workers based on violations of such requirements, Developer shall make such payments or reimburse the City for such payments within twenty (20) days of demand therefor. A copy of the City's prevailing wage determination may be attached to this Exhibit as <u>Addendum I to Additional Requirements Exhibit</u> (*City's Prevailing Wage Determination*) hereto.
- (I) <u>Compliance with the Immigration and Nationality Act</u>. In the performance of its construction obligations under this Agreement, Developer shall comply with the following provisions of the federal Immigration and Nationality Act: 8 U.S.C.A. 1324a(a)(1)(A) and 8 U.S.C.A. 1324a(a)(2). Compliance or noncompliance with those provisions shall be solely determined by final determinations resulting from the

actions by the federal agencies authorized to enforce the Immigration and Nationality Act, or by determinations of the U.S.

- (J) <u>Prompt Payment</u>. The provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System", may apply to this Agreement. Municipal Code Chapter 319 also (i) provides certain requirements for invoices from contractors with respect to the Prompt Payment System, and (ii) obligates contractors to pay subcontractors for satisfactory work in a timely fashion as provided therein.
- (K) <u>Conflict of Interest</u>. Pursuant to Ohio Revised Code 102.03, no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project may have any personal financial interest, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.
- (L) Ohio Means Jobs. If this Agreement constitutes a construction contract (pursuant to the guidance with respect to the definition of that term provided in Section (A) above), then, pursuant to Ordinance No. 238-2010: To the extent allowable by law, Developer and its general contractor shall use its best efforts to post available employment opportunities with Developer, the general contractor's organization, or the organization of any subcontractor working with Developer or its general contractor with the OhioMeansJobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-946-7200.

#### (M) Wage Enforcement.

- (i) <u>Applicability</u>. Council passed Ordinance No. 22-2016 on February 3, 2016, which ordained Chapter 326 (Wage Enforcement) of the Cincinnati Municipal Code (the "**Wage Enforcement Chapter**"). The Wage Enforcement Chapter was then amended by Ordinance No. 96-2017, passed May 17, 2017. As amended, the Wage Enforcement Chapter imposes certain requirements upon persons entering into agreements with the City whereby the City provides an incentive or benefit that is projected to exceed \$25,000, as described more particularly in the Wage Enforcement Chapter. Cincinnati Municipal Code Section 326-5 requires that the language below be included in contracts subject to the Wage Enforcement Chapter.
- (ii) Required Contractual Language. Capitalized terms used, but not defined, in this clause (ii) have the meanings ascribed thereto in the Wage Enforcement Chapter.
- (a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.
- (b) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to include provisions in solicitations and contracts regarding a Development Site that all employers, Contractors or Subcontractors performing or proposing to perform work on a Development Site provide an initial sworn and notarized "Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee and, within 30 days of an Adverse Determination or Complaint of Wage Theft or Payroll Fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee.
- (c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings, {00316755-2}

complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City's request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

- (d) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall include in its contracts with all Contractors language that requires the Contractors to provide the authorizations set forth in subsection (c) above and that further requires each Contractor to include in its contracts with Subcontractors those same obligations for each Subcontractor and each lower tier subcontractor.
- (e) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall post a conspicuous notice on the Development Site throughout the entire period work is being performed pursuant to the Agreement indicating that the work being performed is subject to Cincinnati Municipal Code Chapter 326, Wage Enforcement, as administered by the City of Cincinnati Department of Economic Inclusion. Such notice shall include contact information for the Department of Economic Inclusion as provided by the department.
- (f) Under the Wage Enforcement provisions, the city shall have the authority, under appropriate circumstances, to terminate this contract or to reduce the incentives or subsidies to be provided under this contract and to seek other remedies, including debarment.

#### (N) Americans With Disabilities Act; Accessibility.

- (i) <u>Applicability</u>. Cincinnati City Council adopted Motion No. 201600188 on February 3, 2016 (the "**Accessibility Motion**"). This motion directs City administration, including DCED, to include language specifically requiring compliance with the Americans With Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and imposing certain minimum accessibility standards on City-subsidized projects regardless of whether there are arguably exceptions or reductions in accessibility standards available under the ADA or State law.
- (ii) Requirement. In furtherance of the policy objectives set forth in the Accessibility Motion, (A) the Project shall comply with the ADA, and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then Developer shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "Contractual Minimum Accessibility Requirements" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

#### (O) Electric Vehicle Charging Stations in Garages.

(i) <u>Applicability</u>. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of "qualifying incentives" for projects involving the construction of a parking garage to include a provision requiring the inclusion of certain features in the garage relating to electric vehicles. The ordinance defines "qualifying incentives" as the provision of incentives or support for the construction of a parking garage in the form of (a) the provision of any City monies or monies controlled by the City including, without limitation, the

provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, "qualifying incentives" does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to Ohio Revised Code 3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

- (ii) Requirement. If the applicability criteria of Ordinance No. 89-2017 are met, then the following requirements shall apply to any parking garage included within the Project: (a) at least one percent of parking spaces, rounding up to the nearest integer, shall be fitted with Level 2 minimum 7.2 kilowatt per hour electric car charging stations; provided that if one percent of parking spaces is less than two parking spaces, the minimum number of parking spaces subject to this clause shall be two parking spaces; and (b) the parking garage's electrical raceway to the electrical supply panel serving the garage shall be capable of providing a minimum of 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer, and the electrical room supplying the garage must have the physical space for an electrical supply panel sufficient to provide 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer.
- (P) <u>Certification as to Non-Debarment</u>. Developer represents that neither it nor any of its principals is presently suspended or debarred by any federal, state, or local government agency. In completing the Project, Developer shall not solicit bids from any contractors or subcontractors who are identified as being suspended or debarred by any federal, state, or local government agency. If Developer or any of its principals becomes suspended or debarred by any federal, state, or local government agency during the term of this Agreement, Developer shall be considered in default under this Agreement.

### ADDENDUM I to Additional Requirements Exhibit

# City's Prevailing Wage Determination

SEE ATTACHED



BWG

Date: July 31, 2020

To:

Councilmember P.G. Sittenfeld

From:

Andrew W. Garth, Interim City Solicitor

Subject:

**Emergency Ordinance – Racial Equity Task Force** 

Transmitted herewith is an emergency ordinance captioned as follows:

**ESTABLISHING** the Racial Equity In Policy Task Force ("Task Force"), a joint effort of the City of Cincinnati and the Cincinnati Health Department, which shall have the mission of making recommendations to the Mayor and City Council regarding policy recommendations for the dismantling of systemic and institutional racism, and determining how best to promote racial equity throughout the City of Cincinnati; and DETERMINING that the Task Force shall recommend to the Mayor and City Council policy proposals addressing minority health inequities, including using a systematic and data-driven focus on poverty, economic mobility, and other factors that impact the social determinants of health impacting racial inequities in our community.

AWG/KKF/(lnk) Attachment 318811

# A CINCINIVATION

#### **EMERGENCY**

# City of Cincinnati

KKF

BWG

# An Ordinance No.

- 2020

ESTABLISHING the Racial Equity In Policy Task Force ("Task Force"), a joint effort of the City of Cincinnati and the Cincinnati Health Department, which shall have the mission of making recommendations to the Mayor and City Council regarding policy recommendations for the dismantling of systemic and institutional racism, and determining how best to promote racial equity throughout the City of Cincinnati; and DETERMINING that the Task Force shall recommend to the Mayor and City Council policy proposals addressing minority health inequities, including using a systematic and data-driven focus on poverty, economic mobility, and other factors that impact the social determinants of health impacting racial inequities in our community.

WHEREAS, the goal of the Racial Equity In Policy Task Force ("Task Force") is to recommend to the Mayor and City Council policy proposals addressing minority health inequities, including using a systematic and data-driven focus on poverty, economic mobility, and other factors that impact the social determinants of health impacting inequities in many areas, including but not limited to crime, social capital, education, transportation, employment, food access, health behaviors, socioeconomic status, environmental exposure, access to health services, housing, and public safety; and

WHEREAS, the membership of the Task Force shall by appointed by City Council and consist of at least 13 members and shall include the Cincinnati Health Commissioner, Ms. Renee Mahaffey Harris, and one representative from each of the following entities: African American Chamber of Commerce; All In Coalition; National Action Network; Southern Christian Leadership Conference; Community Economic Advancement Initiative; Cincinnati Medical Association; Sentinel Police Association; Cincinnati African American Firefighters Association; Black Nurses Association of Greater Cincinnati; Cincinnati NAACP; Urban League of Greater Southwestern Ohio; and at City Council's own discretion, other persons or representatives from additional entities; and

WHEREAS, the Task Force shall make specific recommendations in the following areas: new investments in group prenatal care; mandatory lead-testing and lead-abatement of residential properties at the time of property transfer; conversion of vacant or available property for urban farming and agriculture to eradicate food deserts; and other areas at the Task Force's own discretion consistent with its mission; and

WHEREAS, the Task Force shall create a publicly accessible glossary of terms and definitions concerning racism and health equity; and

WHEREAS, the establishment of the Task Force is in accordance with the "Live" goal to "provide a full spectrum of housing options, and improve housing quality and affordability" as

described on pages 164-168 of Plan Cincinnati (2012); the "Collaborate" goal to "work in synergy with the Cincinnati community" as well as the strategy to "unite our communities" as described on pages 209-212 of Plan Cincinnati (2012); the "Sustain" goal to "become a healthier Cincinnati" and the strategies to "decrease mortality and chronic and acute diseases" and "make sustainable access to fresh, healthy food a priority in all neighborhoods" as described on pages 181-186 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That City Council hereby establishes the Racial Equity In Policy Task Force ("Task Force"), a joint effort of the City of Cincinnati and the Cincinnati Health Department, which shall have the mission of making recommendations to the Mayor and City Council regarding policy recommendations for the dismantling of systemic and institutional racism.

Section 2. That the goal of the Task Force is to recommend to the Mayor and City Council policy proposals addressing minority health inequities, including a using a systematic and data-driven focus on poverty, economic mobility, and other factors that impact the social determinants of health impacting racial inequities.

Section 3. That the Task Force shall consist of at least 13 members appointed by City Council representing the community at large who have knowledge and/or experience in as many of the following fields as possible: racial equality, human rights, crime, social capital, education, transportation, employment, food access, health behaviors, socioeconomic status, environmental exposure, access to health services, housing, and public safety.

Section 4. That the membership of the Task Force shall include the Cincinnati Health Commissioner, with the consent of the Board of Health, and one named representative from each of the following entities: African American Chamber of Commerce; All In Coalition; National Action Network; Southern Christian Leadership Conference; Community Economic Advancement Initiative; Cincinnati Medical Association; Sentinel Police Association; Cincinnati African American Firefighters Association; Black Nurses Association of Greater Cincinnati;

Cincinnati NAACP; Urban League of Greater Southwestern Ohio; and at and at City Council's own discretion, other persons or representatives from additional entities.

Section 5. That the initial appointment of the Task Force shall include Ms. Renee Mahaffey Harris as a member to serve a term of two years.

Section 6. That for the initial appointment of the Task Force, seven members shall serve an initial term of two years, and the remaining members shall serve an initial term of one year, commencing with their date of appointment. After the expiration of their initial term all members shall serve two-year terms so terms are staggered. Members shall serve on the Task Force until a replacement is appointed by Council, even if a member serves beyond the end of a term.

Section 7. That the Task Force shall make specific recommendations in the following areas: new investments in group prenatal care; mandatory lead-testing and lead-abatement of residential properties at the time of property transfer; conversion of vacant or available property to be used for urban farming and agriculture to eradicate food deserts; and other areas at the Task Force's discretion consistent with its mission.

Section 8. That the Task Force shall convene no later than 90 days after the effective date of this ordinance and the approval of all initial appointments, and shall report back to the Mayor and City Council within six months of its initial meeting to present a status report and any recommendations. The Task Force should present a report recommending policy and budget priorities, implementation, and monitoring to Council at least annually.

Section 9. That the Task Force shall create a publicly accessible glossary of terms and definitions concerning racism and health equity.

Section 10. That the City Manager is hereby authorized to take all appropriate steps to ensure that City departments provide appropriate support to the Task Force, including carrying out such legislative policies as Council enacts based on the recommendations of the Task Force.

Section 11. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to ensure that the formation and implementation of the Racial Equity Task Force can take place as quickly as possible.

Passed:	, 2020	
		John Cranley, Mayor
Attest:Cle	erk	



Date: July 30, 2020

To:

Councilmember P.G. Sittenfeld, Jan-Michele Kearney, and Wendell Young

From:

Andrew W. Garth, Interim City Solicitor

Subject:

Resolution - Racism as a Public Health Crisis

Transmitted herewith is a resolution captioned as follows:

**EXPRESSING** Cincinnati City Council's belief that racism is a public health crisis in the City of Cincinnati; and further EXPRESSING City Council's commitment to improving the quality of life and health of the City's minority residents.

AWG/CZM/(lnk) Attachment 317386



RESOLUTION NO.	- 2020
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**EXPRESSING** Cincinnati City Council's belief that racism is a public health crisis in the City of Cincinnati; and further EXPRESSING City Council's commitment to improving the quality of life and health of the City's minority residents.

WHEREAS, racism is a social power system, with no biological basis, and acts on systemic, institutional, and interpersonal levels, and the impact of this power system is that racism grants social advantages to some while stripping those advantages from others; and

WHEREAS, the Centers for Disease Control, the U.S. Office of Disease Prevention, the American Medical Association, the American Academy of Pediatrics, the American Public Health Association, the Health Policy Institute of Ohio, the American Anthropological Association, the American Psychological Association, Cradle Cincinnati, and virtually all evidence-based organizations assert that racism in America negatively impacts the public health outcomes of minority citizens; and

WHEREAS, systemic racism causes and perpetuates institutional and interpersonal discrimination and disparate outcomes in many areas of life, including housing, education, employment, transportation, health, and criminal justice; and

WHEREAS, racism not only disadvantages minority communities, it is well documented that racism weakens society as a whole as the collective success of our entire community is detrimentally limited when Black communities in particular, and also Brown and Immigrant communities, are left out of the opportunities available to others; and

WHEREAS, the Urban League of Southwestern Ohio highlights the historical inequities that have been and continue to be driven by racism in its "Tale of Two Cities" report, stating that "Cincinnati's Black residents experience dramatically higher unemployment rates, have lower average household income, are more likely to live in neighborhoods with low performing schools and experience disproportionately higher incarceration rates"; and

WHEREAS, the Centers for Disease Control has stated that "The conditions in which people are born, grow, work, live, and age, and the wider set of forces and systems shaping the conditions of daily life, including economic policies and systems, development agendas, social norms, social policies, and political systems" and these social determinants of health are all affected by racism in our local community and beyond; and

WHEREAS, data from the Cincinnati Health Department documents the average life expectancy can vary dramatically for minority residents in comparison to white residents, and infant mortality rates are double for Black residents in comparison to white residents; and

WHEREAS, Cradle Cincinnati has clearly documented that "a Black baby born today has nearly the same chance of survival as a White baby born 50 years ago, despite five decades of technological advancement"; and

WHEREAS, Cradle Cincinnati has further articulated, "We will not be successful in lowering the Hamilton County infant mortality rate without a broader fight for racial equity"; and

WHEREAS, a public health crisis may encompass three key criteria: an exigent situation, calamitous anticipated or potential harm, and harm that cannot be avoided through ordinary procedures; and

WHEREAS, the City of Cincinnati has committed itself to fighting and addressing inequities within its own system, by adopting a "Health in All Policies" framework; instituting minority business inclusion requirements; implementing ongoing reforms to police-community relations; changing its bail practices for offenses prosecuted by the City of Cincinnati's Law Department; providing financial support for minority-owned businesses; and repealing outdated criminalization of drug offenses; and more -- but also recognizes that much more action is critically necessary; and

WHEREAS, City Council stands with the residents of Cincinnati, and its partners at the Cincinnati Health Department and the Center for Closing the Health Gap, in their declaration of racism as a public health crisis; now, therefore,

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

Section 1. That City Council asserts that racism is a public health crisis affecting our entire City.

Section 2. That City Council seeks to promote equity through all legislative policies enacted by City Council; is committed to addressing and dismantling racism and how it affects the delivery of human and social services, economic development, and public safety; and will work to solidify alliances and partnerships with external partners that confront racism and will encourage other local, state, regional, and national entities to recognize racism as a public health crisis.

Section 3. That City Council expresses its commitment to honestly and directly addressing minority health inequities, including implementing a systematic, data-driven focus on poverty, economic mobility, and other factors that impact the social determinants of health impacting inequities in many areas, including but not limited to crime, social capital, education,

transportation, employment, food access, health behaviors, socioeconomic status, environmental exposure, access to health services, housing, and public safety.

Section 4. That City Council will take action to establish a task force made up of community leaders and health professionals whose mission is dismantling systemic and institutional racism and determining how best to promote racial equity throughout the City of Cincinnati, and that such task force would provide guidance to City Council on health-equity focused policy proposals such as: new investments in group prenatal care; mandatory lead-testing and lead-abatement of residential properties at time of property transfer; conversion of vacant or available property for urban farming and agriculture to eradicate food deserts; and the creation of a publicly accessible glossary of terms and definitions concerning racism and health equity.

Section 5. That City Council expresses its intention to expand and strengthen City policies that promote community engagement; to provide tools for City systems to engage actively and authentically with communities of color; to support continuing to work to build alliances with organizations that have a legacy and track record of confronting racism; and to engage community partners and stakeholders in the education, employment, housing, and criminal justice and safety areas to recognize racism as a public health crisis.

Section 6. That City Council expresses its support for using a racial equity lens to assess City policies and practices, including in contexts such as hiring, promotion, leadership appointments, and funding, to the extent legally permissible.

Section 7. That this resolution be spread upon the minutes of Council and that the offices of Councilmember P.G. Sittenfeld, Councilmember Jan-Michele Kearney, and Councilmember Wendell Young will transmit copies of this resolution to the Cincinnati NAACP, the Urban League of Southwestern Ohio, United Way of Greater Cincinnati, Cradle Cincinnati, the Center for

Departm	ent l	Board of He	alth, Cii	ncin	nati Childrei	ı's H	ospital, U	niversity of	Cincinna	ati Medi	cal
Center,	the	Cincinnati	Board	of	Education,	the	YWCA,	Hamilton	County	Board	of
Commis	sione	ers, and All-l	In Cincin	ınati	i.						

Passed:	, 2020	
		John Cranley, Mayor
Attest:Cle	 erk	

Submitted by Councilmembers Sittenfeld, Kearney, and Young



202000831

## MOTION

June 14, 2020

We MOVE that the Administration implement a complete review of CPD non-lethal and less-than lethal use of force techniques with the stated goal of ending the use of OC gas or CS smoke in various forms including in the use of pepperballs as a means of crowd or riot control.

We FURTHER MOVE that the report be returned to Council in by the August 5 meeting for referral to a committee.

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202000468

# **MOTION**

March 10, 2020

We MOVE that the Administration report back to City	Council on the feasibility of adding an ADA
door activation switch to one of the doorways of Council Char	mbers to increase accessibility to the chambers
by mobility impaired citizens.	
Melle	

RESOLUTION NO.	- 2020
REBUELLOITIO.	- AUAU

URGING all entities with spending authorization to provide priority funding to the Reading Road Bus-Only Lane Program expansion from newly-available resources through the Hamilton County Integrating Committee as a result of the passage of Issue 7 by voters in Spring 2020, in order to create a truly integrated, connected, and effective bus service in Cincinnati and Hamilton County.

WHEREAS, in 2018, City Council passed legislation creating the City's first-ever Bus-Only Lane Program on Main Street in Downtown, a corridor through which nearly 650 Metro buses travel each day; and

WHEREAS, Metro currently operates under a hub-and-spoke model, where a significant portion of Metro's fleet passes through Downtown, creating delays across the system if Downtown traffic congestion slows bus operations along Main Street; and

WHEREAS, the Main Street bus-only lane allows for expedited travel for buses through this busy corridor, ensuring passengers are able to get to and from work, school, and medical appointments in a more efficient manner; and

WHEREAS, Cincinnati City Council supports pursuing the expansion of the Bus-Only Lane Program to the Reading Road corridor, specifically the stretch running from William Howard Taft Road to Paddock Road, utilizing resources available as a result of the passage of Issue 7; and

WHEREAS, expanding the Bus-Only Lane Program to the Reading Road corridor will require significant planning, technical expertise, community engagement, and collaboration between the City of Cincinnati, Hamilton County, SORTA, and other stakeholders; and

WHEREAS, the expansion of the Bus-Only Lane Program will be an investment in our people, our workforce, and our region's ability to enhance connectivity to jobs, healthcare, educational, and recreational opportunities, and aligns with Plan Cincinnati (2012), the City of Cincinnati's comprehensive planning road-map for the future of our city; now, therefore,

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

Section 1. That City Council hereby urges all entities with spending authorization to provide priority funding to the Reading Road Bus-Only Lane Program expansion from newly-

available resources through the Hamilton County Integrating Committee as a result of the passage of Issue 7 by voters in Spring 2020, in order to create a truly integrated, connected, and effective bus service in Cincinnati and Hamilton County.

Section 2. That City Council will support the expansion of the project through necessary legislative and administrative processes.

Section 3. That this resolution be spread upon the minutes of Council and that the Clerk of Council will transmit copies of this resolution to the executive leadership and Board of SORTA, the Hamilton County Board of Commissioners, and the Hamilton County Integrating Committee.

Passed:		, 2020	
			John Cranley, Mayor
Attest:	Clerk		
	O.G.R		
Submitted by Co	uncilmember Sittenfe	<u></u>	



2020 00986

Date: July 30, 2020

To:

Councilmembers P.G. Sittenfeld

From:

Andrew W. Garth, Interim City Solicitor

Subject:

Resolution - Reading Bus-Only Lane Program

Transmitted herewith is a resolution captioned as follows:

**URGING** all entities with spending authorization to provide priority funding to the Reading Road Bus-Only Lane Program expansion from newly-available resources through the Hamilton County Integrating Committee as a result of the passage of Issue 7 by voters in Spring 2020, in order to create a truly integrated, connected, and effective bus service in Cincinnati and Hamilton County.

AWG/AEP/(lnk) Attachment 317746

### FINANCIAL DISCLOSURE STATEMENT



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Source:	Skyview Storage LLC (self-storage- 20% owner)
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List all ir your spersona interest	ouse, or any dependent family member has any beneficial interest other than your primary residence. List by address or other description and include the nature of the

#### AT

I a material changes may occur, and that I am under an obligation to advise my superior(s) or areas where the potential for conflict of interest may arise in the performance of my responsibilities.

I further acknowledge that a false filing of this statement may be grounds for removal from my office or dismissal from my employment.

I swear or affirm that this statement and any attachments thereto, have been prepared or carefully reviewed by me and constitute a complete, truthful, and correct disclosure of all information required therein.

7/7/2020 Signature: Kya Wehn

Date

2,70L 20 2:180.

## FINANCIAL DISCLOSURE STATEMENT

202000861

Name:	'Neill	Margaret (P	eggy)		Α
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	e disclosure or information concerning deposits or withdrawable share accounts in banks, s and loans, credit unions, or other similar financial institutions.
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#### **ATTESTATION**

I acknowledge that I have a continuing duty to supplement the information provided herein as any material changes may occur, and that I am under an obligation to advise my superior(s) or areas where the potential for conflict of interest may arise in the performance of my responsibilities.

I further acknowledge that a false filing of this statement may be grounds for removal from my office or dismissal from my employment.

I swear or affirm that this statement and any attachments thereto, have been prepared or carefully reviewed by me and constitute a complete, truthful, and correct disclosure of all information required therein.

Signature:

Date

## FINANCIAL DISCLOSURE STATEMENT

202000881

Name: Home Address: Department/Job Title: 1. List the names of members of your immediate family including your spouse and any dependent children. 2. List all name under which you or members of your immediate family do business. 3. List the names of any person or organizations, other than the City, for whom you do work as an employee. 4. List each source from which your spouse or any dependent child received income of more than \$5,000 during the previous calendar year, with the exception of your City employment. Sources of income which are reportable for Ohio and/or federal income tax purposes should be included whether such income is derived from outside employment, business operations, or investment. Although you are required to list each source of income, you are not required to disclose any dollar amounts. If you received income from a business or profession, name only the source of ERK OF COUNCIL income, such as the name of the business and not individual accounts, clients, or customers for the business or profession. Attorneys, doctors and psychologists should not list their clients or patients. For each source of income listed, give a brief description of the nature of the income (e.g. investment, law practice).

	Source:
· ·	List the name of each corporation incorporated or authorized to do business in Cincinnati, Ohio and each business trust, partnership, or association transacting business in Cincinnati, Ohio in which you, your spouse, or any dependent family member had an interest of more than 5% during the preceding calendar year, or in which you, your spouse, or dependent family member holds an office or has a fiduciary relationship (regardless or monetary investment). This section does not require disclosure or information concerning deposits or withdrawable share accounts in banks, savings and loans, credit unions, or other similar financial institutions.
	List all interest in real estate located in Cincinnati, Ohio to which you hold legal title or in which, your spouse, or any dependent family member has any beneficial interest other than your personal primary residence. List by address or other description and include the nature of the interest held.

#### **ATTESTATION**

I acknowledge that I have a continuing duty to supplement the information provided herein as any material changes may occur, and that I am under an obligation to advise my superior(s) or areas where the potential for conflict of interest may arise in the performance of my responsibilities.

I further acknowledge that a false filing of this statement may be grounds for removal from my office or dismissal from my employment.

I swear or affirm that this statement and any attachments thereto, have been prepared or carefully reviewed by me and constitute a complete, truthful, and correct disclosure of all information required therein.

Signature:

Date

# City of Cincinnati



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Email david.mann@cincinnati-oh.gov Web www.cincinnati-oh.gov

202000936

David S. Mann
Wice Mayor/Councilmember

Pursuant to the Rules of Council I request appointment as a member of the Law and Public Safety Committee and hereby resign as a member of the Equity, Inclusion, Youth and Arts Committee.

David Mann