

## **City of Cincinnati**

## **CALENDAR**

Council Chambers, Room 300 801 Plum Street Cincinnati, Ohio 45202

## **Cincinnati City Council**

Wednesday, September 2, 2020

2:00 PM

Council Chambers, Room 300

#### ROLL CALL

#### PRAYER AND PLEDGE OF ALLEGIANCE

## BUDGET AND FINANCE COMMITTEE

**1.** 202001379

ORDINANCE (EMERGENCY), submitted by Mayor John Cranley, AUTHORIZING the transfer of \$1,500,000 from the General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Related Events, Other Emergency and One-Time Needs," to the unappropriated surplus of General Fund 050; and AUTHORIZING the transfer of \$1,500,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Fund 759 "Income Tax-Transit" in order to preserve the available balance in Fund 759 "Income Tax Transit."

Recommendation

PASS EMERGENCY

**Sponsors:** Mayor

## LAW & PUBLIC SAFETY COMMITTEE

**2.** 202001436

ORDINANCE (EMERGENCY) AUTHORIZING the transfer and return to the unappropriated surplus of General Fund 050 the sum of up to \$260,000 from the Department of Transportation and Engineering's Fund 455 "Streetcar Operations" non-personnel operating budget account no. 455x236x7200, the exact amount which will be determined by the revenue generated by fares for the Cincinnati Bell Connector collected during Fiscal Year 2021; AUTHORIZING the appropriation of up to \$260,000 from the unappropriated surplus of General Fund 050 to the Cincinnati Police Department's General Fund personnel operating budget account no. 050x222x7100 for the purpose of providing additional police visibility overtime for crime hotspots, the exact amount which will be determined by the revenue generated by fares for the Cincinnati Bell Connector collected during Fiscal Year 2021; and AUTHORIZING the appropriation of the sum of up to \$260,000 from the unappropriated surplus of Fund 455 "Streetcar Operations" to the Department of Transportation and Engineering's non-personnel operating budget account no. 455x236x7200 for the purpose of providing resources to operate and maintain the Cincinnati Bell Connector during Fiscal Year 2021, the exact amount which will be determined by the revenue generated by fares for the Cincinnati Bell Connector during Fiscal Year 2021.

**Recommendation** SECOND READING

**Sponsors:** Mayor

### BUDGET AND FINANCE COMMITTEE

## **3.** <u>202000973</u>

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 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 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. \*\*(VETOED BY MAYOR JOHN CRANLEY ON 08/05/2020).

Recommendation VETOED

Sponsors: Seelbach

## MAJOR PROJECTS & SMART GOVERNMENT COMMITTEE

**4.** 202001387

ORDINANCE (EMERGENCY), submitted by Councilmember Seelbach, dated August 31, 2020, AUTHORIZING the City Manager to take such actions as are necessary to establish fare-free transit service for the Cincinnati Bell Connector beginning on September 2, 2020, which program shall be consistent with the adopted Fiscal Year 2021 streetcar budget; AUTHORIZING the suspension for sixty days of those sections of the Cincinnati Municipal Code that would otherwise require payment of fares by streetcar rides; and DECLARING Council's intent to introduce additional legislation within sixty days to modify the Cincinnati Municipal Code to allow for an ongoing fare-free service option for the Cincinnati Bell Connector. \*\*(VETOED BY MAYOR JOHN CRANLEY ON 9/1/2020)

Recommendation VETOED

Sponsors: Seelbach

Woodward High School Board of Trustees: 3 members: 3 Female; 2 AA/1 W

**5.** 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. (Female/AA)

**Recommendation** CONFIRM

**Sponsors:** Cranley

## Cincinnati Metropolitan Housing Authority Board of Commissioners: 2 member: 1 Female/1 Male 2 AA

**6.** <u>202001081</u> 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. (Female/AA)

**Recommendation** CONFIRM

**Sponsors:** Cranley

## Citizen Complaint Authority: 3 Male/4 Female; 3 AA/3W/1 Hispanic

7. 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. (Male/White)

**Recommendation** CONFIRM

**Sponsors:** Cranley

Board of Health: 6 Male/3 Female; 3 AA/4 W/2 Asian

**8.** 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. (Male/AA)

Recommendation CONFIRM

**Sponsors:** Cranley

#### **OKI Regional Council: 1 Male/White**

**9.** 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. (Male/White)

**Recommendation** CONFIRM

**Sponsors:** Cranley

## Community Action Agency: 1 Male/2 Female; 1 W/2 AA

**10.** 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. (Female/AA)

**Recommendation** CONFIRM

**Sponsors:** Cranley

11. 202001426 RESOLUTION, submitted by Mayor John Cranley, EXPRESSING the Mayor and

Cincinnati City Council's belief that voting should be accessible to all citizens; OPPOSING the Ohio Secretary of State's recent order limiting ballot drop boxes to one per county; and SUPPORTING legal action by the City Solicitor on behalf of the City as the City Solicitor deems appropriate to ensure sufficient numbers of accessible ballot drop boxes will be available for all Cincinnatians in furtherance of

free and fair elections.

**Recommendation PASS** 

**Sponsors:** Cranley

## MRS. KEARNEY

**12.** <u>202001394</u> MOTION, submitted by Councilmember Kearney, WE MOVE for the City

government activities and programs aimed to promoting and enabling homeownership for low-income individuals and families in Cincinnati, along with an update on the impact and effectiveness of these activities. WE FURTHER MOVE

Administration to deliver a report to City Council, outlining all current city

for this report to include a feasibility analysis for providing low-income homeowners with forgivable loans to make necessary repairs and home improvements, such that the loan becomes forgivable (in full, or part) upon five (5) years of residing within the home. If such a program (or set of programs) already exists, we ask that the report outline in detail how to program(s) work, who the program(s) have served (e.g. by income-level, age, household size, and neighborhood), and recommendations for expanding such program(s) to increase

neighborhood), and recommendations for expanding such program(s) to increase impact. WE FURTHER MOVE for the city administration to identify funding sources that could be used to enable either the city, or a city partner organization, to complete small repairs for low-income homeowners, such that homeowners would be liable to pay back the cost of repairs on a sliding scale, depending on level of household income. Most middle-class families cannot come up with a one-time sum of \$20,000 for a new roof, for example, but could very well make important investments in their homes if granted the option to pay back the sum of repairs over time. WE FURTHER MOVE that this report be delivered to City Council within

14 days. (STATEMENT ATTACHED)

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** Kearney

**13.** 202001401 MOTION, submitted by Councilmember Kearney, WE MOVE for the City

Administration to cease adding fines associated with code enforcement violations to the property tax bills of residential property owners. WE FURTHER MOVE that the City Administration provide recommendations to City Council to create a program (or set of programs) similar to what was formerly known as the "Harbor Fund", which provided low-income homeowners with grants to resolve code violations. WE FURTHER MOVE for this report to be delivered within 14 days following passage

of this motion. (STATEMENT ATTACHED)

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** Kearney

#### MR. LANDSMAN

**14.** 202001342

ORDINANCE, submitted by Councilmember Landsman, dated August 27, 2020, AMENDING Section 874-5, "General Obligations of Owners and Persons in Control of Residential Rental Properties," of the Cincinnati Municipal Code to modify the registration information required by owners of residential rental properties, in order to address privacy concerns of business operators of residential rental properties as the city-wide rental registration program is being implemented.

**Recommendation** MAJOR PROJECTS AND SMART GOVERNMENT COMMITTEE

**Sponsors:** Landsman

**15**. 202001433

RESOLUTION, submitted by Councilmember Landsman, RECOGNIZING the month of March as Reading Awareness Month; and PROMOTING awareness of the benefits of reading in the Cincinnati community by joining with organizations such as Read Aloud, Blue Manatee Literacy Project, Cincinnati Children's Hospital Medical Center, Cincinnati Alumnae Chapter of Delta Sigma Theta Sorority, Inc., Cincinnati Public Schools, the Public Library of Cincinnati and Hamilton County, the Literacy Network of Greater Cincinnati and the Central Parkway YMCA to locally recognize Reading Awareness Month as it is nationally recognized.

**Recommendation PASS** 

Sponsors: Landsman

#### MR. MANN

**16.** 202001306

MOTION, submitted by Councilmember Mann, I MOVE that the city administration report on steps taken to date to enforce the provisions of Section 865-15 of the Municipal Code (copy attached) which prohibit operating a short term rental as a nuisance by exceeding the "maximum occupancy levels permitted pursuant to applicable building codes, housing codes, and fire code" or by "incidents of criminal activity." The report should include information as to suspensions or revocations to date under Section 865-25 of the Municipal Code (copy attached) and recommendations for more effective enforcement of these restrictions including additional ordinances. (STATEMENT ATTACHED)

**Recommendation** LAW AND PUBLIC SAFETY COMMITTEE

**Sponsors:** Mann

**17.** 202001346

RESOLUTION, submitted by Councilmember Mann, dated August 27, 2020, URGING Ohio Congressional members Senator Sherrod Brown, Senator Rob Portman, Representative Steve Chabot, and Representative Brad Wenstrup to reverse the decision of the United States Postmaster General to reduce services provided in post office branches.

<u>Recommendation</u> NEIGHBOORHOOD COMMITTEE

Sponsors: Mann

## MR. PASTOR

**18.** 202001339 ORDINANCE (EMERGENCY), submitted by Councilmember Pastor, dated August 20,

2020, DECLARING that Dana Avenue between Victory Parkway and Madison Road shall hereby receive the honorary, secondary name of William J. Keating Way in memory of William J. Keating and in recognition of his many contributions and dedication to the City of Cincinnati.

## **Recommendation** NEIGHBORHOODS COMMITTEE

**Sponsors:** Pastor

**19.** <u>202001341</u> RESOLUTION, submitted by Councilmember Pastor, dated August 27, 2020,

EXPRESSING Cincinnati City Council's belief that the degree to which the Cincinnati Bell Connector succeeds or fails is the responsibility of the City of Cincinnati Administration, the Mayor, and City Council; and ENCOURAGING the City Administration, the Mayor, and this Council to take the necessary steps to ensure the success of and safeguard the taxpayers' investment in the Cincinnati Bell Connector.

**Recommendation** PASS

**Sponsors:** Pastor

**20.** 202001427 RESOLUTION, submitted by Councilmember Pastor, EXPRESSING the City of

Cincinnati's strong support for the creation of Transportation Development Districts ("TDDs") in the State of Ohio; URGING that the Ohio General Assembly pass legislation to enable the creation of TDDs in the State of Ohio; EXPRESSING support for TDDs that may be utilized to fund, promote, plan, design, construct, improve, maintain and operate transportation-related projects; EXPRESSING support for working with projects that include bridges, streets, roads, highways, access roads, interchanges, intersections, signing, signalization, parking lots, bus stops, stations, garages, terminals, hangars, shelters, rest areas, docks, wharfs, lake or river ports, airports, railroads, light rail, other mass transit and any similar or related improvement of infrastructure; EXPRESSING support for forming a board of directors who will possess and exercise all of the district's legislative and executive powers, after qualified district voter approval; EXPRESSING support for TDDs to contract with the Ohio Department of Transportation ("ODOT") or the local transportation authority to receive revenue from the district to apply to project costs; further ENCOURAGING the Ohio General Assembly to create TDDs that have t he necessary authority to implement and fund transportation projects; and REAFFIRMING that the City of Cincinnati is a city that supports robust transportation

**Recommendation** 

**Sponsors:** Pastor

**21.** 202001428 RESOLUTION, submitted by Councilmember Pastor, RECOGNIZING that the practice

infrastructure improvement programs...recommendation

of involuntary servitude of the duly convicted is both heinous and inhumane; and URGING the members of the Ohio General Assembly and the United States Congress to take action to remove the phrase from the United States Constitution.

**Recommendation PASS** 

**Sponsors:** Pastor

## MR. SITTENFELD

## **22.** 202001193

MOTION, submitted by Councilmember Sittenfeld, dated 8/17/2020, WE MOVE that Findlay Playground - which was closed and gated for a period of nearly two years due to safety concerns - should be a flourishing, shared public space that increases safety, quality of life, and recreational opportunities for the surrounding community.

WE FURTHER MOVE that with the recent re-opening of Findlay Playground, in order to ensure a successful, sustainable, equitable future, that the City Council supports and commits to investing in a course of action which includes and accomplishes the following: (BALANCE ON FILE IN CLERK'S OFFICE).

## **Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** Sittenfeld, Young, Seelbach, Kearney and Landsman

## **23.** 202001200

MOTION, submitted by Councilmember Sittenfeld, dated 8/4/2020, WE MOVE that the City Administration prepare and provide a report regarding the feasibility of installing a stop sign on Heekin Avenue at or near the intersection of Heekin Avenue and Bouton Street in Linwood in order to address speeding and vehicular collisions.

WE FURTHER MOVE that the City of Cincinnati make a recommendation on a safe, effective effort, either through the installation of a stop sign, or a different solution that creates a safer environment along Heekin Avenue. (STATEMENT ATTACHED)

#### **Recommendation** NEIGHBORHOOD COMMITTEE

**Sponsors:** Sittenfeld

## **24.** 202001207

MOTION, submitted by Councilmember Sittenfeld, dated 8/4/2020, WE MOVE that the City Administration prepare a report on the feasibility of implementing a Parklet Program utilizing City-controlled right of way for Cincinnati restaurants looking to expand outdoor dining throughout the duration of the pandemic and beyond. Parklets would be procured, owned, and operated by local businesses for enhanced dining operations, and the City would collect revenues associated with the use of the right of way. (STATEMENT ATTACHED)

#### **Recommendation** NEIGHBORHOODS COMMITTEE

Sponsors: Sittenfeld and Landsman

## **25**. 202001343

RESOLUTION, submitted by Councilmember Sittenfeld, dated August 27, 2020, EXPRESSING Cincinnati City Council's belief that the United States Congress must provide the United States Postal Service sufficient funding for operations, and that United States Postal Service Postmaster General Louis DeJoy must reverse disastrous policy and administrative directives designed to delay mail processing and delivery; and further OPPOSING the removal of United States Postal Service boxes from the City of Cincinnati.

..recommendation

**NEIGHBORHOODS COMMITTEE** 

## **Recommendation** NEIGHBORHOODS COMMITTEE

<u>Sponsors:</u> Sittenfeld

#### MR. SMITHERMAN

**26.** <u>202001212</u> COMMUNICATION, submitted by Vice-Mayor Smitherman, from Michael Caporale,

President of North Avondale Business Association, regarding proposed funding for

the Reading Road Bus Only Lane Program.

**Recommendation** EDUCATION, INNOVATION AND GROWTH COMMITTEE

**Sponsors:** Smitherman

#### MRS. SUNDERMANN

**27.** 202001313 MOTION, submitted by Councilmember Sundermann, WE MOVE that in the

upcoming renegotiation of the Collective Bargaining Agreement (CBA) with the Fraternal Order of Police (FOP), the funding to the Cincinnati Police Department

(CPD) not be reduced by the Administration. (STATEMENT ATTACHED).

**Recommendation** LAW AND PUBLIC SAFETY COMMITTEE

**Sponsors:** Sundermann

28. 202001320 MOTION, submitted by Councilmember Sundermann, dated 8/31/2020, WE MOVE

the City Administration direct the Department of Transportation and Engineering (DOTE) to conduct a parking analysis of the Madisonville Neighborhood Business District (generally highlighted area of the attached map). The data should include - as closely as possible - the number of public and private parking spots available in the immediate, walkable area after phase I, II, and III of the Ackerman Group's (developer) project at Madison & Whetsel are completed. (STATEMENT ATTACHED)

**Recommendation** NEIGHBORHOODS COMMITTEE

**Sponsors:** Sundermann

29. 202001327 MOTION, submitted by Councilmember Sundermann, dated 8/31/2020, WE MOVE

the City Administration prioritize the payoff of the \$50 million operating debt for emergency financing which was incurred by the City of Cincinnati for unforeseen and other necessary expenses that have arisen due to the COVID-19 pandemic. Prioritization means earmarking any available closeout monies for the payment of the loan after the Funds Stabilization Policy distributions have been made to the General Fund Carryover Balance and Reserve for Weather and One Time Events per City Council Ordinance, then to the Economic Downturn Reserve Fund, Working

Capital Reserves, and Additional Reserves. (STATEMENT ATTACHED)

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** Sundermann

**30.** 202001431 MOTION, submitted by Councilmember Sundermann, WE MOVE that the City

Administration through the Department of Transportation and Engineering (DOTE) and Department of Community and Economic Development (DCED) explore the street closure and conversion to a pedestrian plaza on Epworth Avenue between

Harrison Avenue and Montana Avenue in the Westwood neighborhood.

(STATEMENT ATTACHED)

**Recommendation** NEIGHBORHOODS COMMITTEE

**Sponsors:** Sundermann

## MR. MANN

#### MRS. SUNDERMANN

**31.** 202001432 MOTION, submitted by Councilmembers Mann and Sundermann, WE MOVE that

the City Administration establish a task force aimed at solving the safety issues around Livingston Avenue. A multi-agency task force should be established, including Police, Building Inspection, Public Services and Engineering and outside agencies like the Port Authority for a comprehensive and sustainable approach.

**Recommendation** LAW AND PUBLIC SAFETY COMMITTEE

**Sponsors:** Mann and Sundermann

MR. SEELBACH

MR. LANDSMAN

MR. YOUNG

MRS. KEARNEY

MR. SITTENFELD

**32.** <u>202001429</u> MOTION, submitted by Councilmembers Seelbach, Kearney, Landsman, Sittenfeld

and Young, WE MOVE that the Administration declare the East Walnut Hills Two-Way Conversion Project a FY22 Capital Priority Project, allowing it to receive full funding in the Capital Budget before it is introduced to Council. The Community has worked with the City for years on this project which has received broad support

and is ready to begin construction as early as next summer.

**Recommendation** BUDGET AND FINANCE COMMITTEE

#### MRS. SUNDERMANN

### MRS. KEARNEY

**33.** 202001430 MOTION, submitted by Councilmembers Sunderman and Kearney, WE MOVE that

the City Administration create guidelines for consulting with community councils when Tax Increment Funding (TIF) funds are requested for development projects within their boundaries. City staff should ensure that appropriate community council representatives have been adequately briefed before a project is presented to City Council for consideration. (STATEMENT ATTACHED)

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** Sundermann and Kearney

MR. YOUNG

MRS. KEARNEY

**34.** 202001435 MOTION, submitted by Councilmembers Young and Kearney, WE MOVE that the

Administration amend the existing CRA agreement with 2347 Reading Road, LLC, an affiliate of Kingsley & Co., for its 2347 Reading Road hotel project to: (1) extend the project completion deadline through December 31, 2024, and (2) extend the outside tax year by which the abatement would commence through 2024.

(STATEMENT ATTACHED)

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** Young and Kearney

## **CITY MANAGER**

**35.** 202001094 REPORT, dated 9/2/2020, submitted by Paula Boggs Muething, Interim City

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

July 2020.

**Recommendation** LAW AND PUBLIC SAFETY COMMITTEE

**Sponsors:** City Manager

**36.** 202001163 REPORT, dated 9/2/2020 submitted by Paula Boggs, Muething, Interim City

Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for Mashed Roots LLC, DBA Mashroots, 5903 Hamilton Avenue, Cincinnati, OH 45224. (#5626289005, D5J, New) [Objections:

None]

**Recommendation** FILE

**Sponsors:** City Manager

**37.** 202001169 REPORT, dated 8/31/2020, submitted by Paula Boggs Muething, Interim City

Manager, regarding Tax Incentive Review Council Status of Property Tax

Agreements Year End 2019.

**Recommendation** BUDGET & FINANCE COMMITTEE

**Sponsors:** City Manager

**38.** 202001174 REPORT, dated 9/2/2020, submitted by Paula Boggs Muething, Interim City

Manager, regarding Feasibility and Cost of Purchasing Land and Building a New

Regional Shooting Range Structure in Hamilton County. REFERENCE DOC

#202000499

**Recommendation** LAW AND PUBLIC SAFETY COMMITTEE

**Sponsors:** City Manager

**39.** 202001189 ORDINANCE, dated 9/2/2020, submitted by Paula Boggs Muething, Interim City

Manager, LEVYING assessments for unpaid costs for necessary sidewalk, sidewalk

area, curb and gutter construction, reconstruction and emergency repairs

conducted at miscellaneous locations by the City of Cincinnati through its Sidewalk Safety Program, made in accordance with Cincinnati Municipal Code Sections

721-149 through 721-169.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**40.** 202001192 REPORT, dated 9/2/2020 submitted by Paula Boggs, Muething, Interim City Manager, on a communication from the State of Ohio, Division of Liquor Control,

advising of a permit application for Ausibelle Holdings LLC, DBA Urban Air

Adventure Park, 3321 Alamo Avenue, Cincinnati, OH 45209. (#0335491, D1, New)

[Objections: None]

Recommendation FILE

**Sponsors:** City Manager

41. 202001240 REPORT, dated 9/2/2020, submitted by Paula Boggs Muething, Interim City

Manager, regarding FY 2019 Single Audit Report and Comprehensive Annual

Financial Report (CAFR).

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

**42.** 202001340 ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim City

Manager, on 9/2/2020, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in an amount of up to \$998,863 from the Ohio Department of Health to support the City's efforts to address COVID-19 by providing funding for contact tracing and case investigations to slow the transmission of COVID-19, minimize morbidity and mortality, preserve healthcare, workforce and infrastructure functions, and minimize social and economic impacts; and AUTHORIZING the Finance Director to deposit the grant funds into Public Health

Research Fund 350.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

**43.** 202001344 ORDINANCE submitted by Paula Boggs Muething, Interim City Manager, on

9/2/2020, **AUTHORIZING** the City Manager to apply for, accept and appropriate a grant in the amount of up to \$3,000,000 from the United States Department of Housing and Urban Development's Healthy Homes Production Grant program for the purpose of helping to remediate properties with lead hazards and for the

promotion and development of Healthy Homes Supplemental funding.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

44. 202001345 ORDINANCE submitted by Paula Boggs Muething, Interim City Manager, on

9/2/2020, **AUTHORIZING** the City Manager to apply for, accept and appropriate a grant in the amount of up to \$200,000 from the America's Healthy Food Financing Initiative Targeted Small Grants program, for the purpose of improving access to healthy foods in underserved areas, creating and preserving quality jobs, and

revitalizing low-income communities.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

**45.** 202001351 ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim City

Manager, on 9/2/2020, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in the amount of \$75,000 from the Greater Cincinnati

Foundation for COVID-19 Pop-Up Testing; and authorizing the Finance Director to

deposit the grant funds into Public Health Research Fund 350.

## **Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

**46.** 202001372 ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim City

Manager, on 9/2/2020, **AUTHORIZING** the City Manager to execute an Amendment to Lease with Cincinnati SMSA Limited Partnership to extend the term of an existing lease pertaining to space on the City-owned water tower located at 701

Covedale Avenue in Delhi Township.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

**47.** 202001373 ORDINANCE (EMERGENCY), submitted by Paula Boggs Muething, Interim

City Manager, on 9/2/2020, **AUTHORIZING** the City Manager to accept an in-kind donation from Compliant Technologies of equipment valued at \$7,769.50 for use by the Cincinnati Police Department's Civil Disturbance

Response Team.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

**48.** 202001374 ORDINANCE (EMERGENCY), submitted by Paula Boggs Muething, Interim City

Manager, on 9/2/2020, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in the amount of up to \$50,000 from the Gary Sinise Foundation First Responders Grant Program for the purchase of CordicoShield, a customized law enforcement wellness app, aimed at strengthening workforce resilience,

well-being, and retention for high-stress professions.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

**49.** 202001375 ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim City

Manager, on 9/2/2020, **AUTHORIZING** the City Manager to execute an Amendment to Lease with New Cingular Wireless PCS, LLC to extend the term of an existing lease pertaining to space on the City-owned water tower located at 6141 Campus

Lane in Mt. Washington neighborhood of Cincinnati.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

**50.** 202001377 ORDINANCE submitted by Paula Boggs Muething, Interim City Manager, on

9/2/2020, **AUTHORIZING** the City Manager to apply for a grant in the amount of up to \$391,950 from the Ohio Environmental Protection Agency's Diesel Mitigation Trust Fund for the purpose of replacing a select number of diesel vehicles within

the City fleet.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

**51.** 202001378 ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim City

Manager, on 9/2/2020, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in an amount up to \$250,000 from the Ohio Department of Public Safety, Office of Criminal Justice Services, FY 2020

Coronavirus Emergency Supplemental Funding Grant (CFDA #16.034) for the purpose of reimbursing the Cincinnati Police Department for overtime expenses related to Coronavirus preparation, prevention and response; and AUTHORIZING the Finance Director to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 20CERF.

#### Recommendation

**BUDGET AND FINANCE COMMITTEE** 

Sponsors: City Manager

**52**. 202001380 ORDINANCE submitted by Paula Boggs Muething, Interim City Manager, on

> 9/2/2020, AUTHORIZING the City Manager or her designee to apply for, accept, and appropriate Water Supply Revolving Loan Account loan funding in the approximate amount of \$8,000,000 from the Ohio Environmental Protection Agency and the Ohio Water Development Authority for the purpose of replacing aging water mains as well as planning, designing, and constructing drinking water facilities for Greater

Cincinnati Water Works.

## **Recommendation** BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

53. 202001381 ORDINANCE (EMERGENCY), dated 9/2/2020, submitted by Paula Boggs Muething,

> Interim City Manager, AUTHORIZING the City Manager to vacate and sell to 100 Medpace Way, LLC; 200 Medpace Way, LLC; 300 Medpace Way, LLC; 400 Medpace Way, LLC; and the Port of Greater Cincinnati Development Authority certain portions of the public right-of-way known as Medpace Way in the Madisonville

neighborhood of Cincinnati.

## **Recommendation** BUDGET AND FINANCE COMMITTEE

LEGISLATIVE RESOLUTION, dated 9/2/2020, submitted by Paula Boggs Muething, Interim City Manager, **DECLARING** the intent to appropriate to public use property required for the Auburn Avenue Improvement Project 54. 202001382

#### Recommendation

#### **BUDGET AND FINANCE COMMITTEE**

55. 202001385

ORDINANCE, dated 9/2/2020, submitted by Paula Boggs Muething, Interim City Manager, AUTHORIZING the City Manager to execute a Property Sale Agreement with BMC Vision, LLC for the sale of City-owned real property located at the southeast corner of the intersection of Bloor Avenue and Beechmont Circle in the Linwood neighborhood of Cincinnati

## **Recommendation** BUDGET AND FINANCE COMMITTEE

56. 202001386

ORDINANCE (EMERGENCY), dated 9/2/2020, submitted by Paula Boggs Muething, Interim City Manager, ACCEPTING and confirming the dedication of 0.054 acres of real property in the Avondale neighborhood of Cincinnati to public use for right-of-way purposes as portions of the Harvey Avenue, Burnet Avenue, and East Martin Luther King Jr. Drive rights-of-way.

## **Recommendation** ECONOMIC GROWTH AND ZONING COMMITTEE

#### CLERK OF COUNCIL

57. 202001181 COMMUNICATION, submitted by the Clerk of Council, from various citizens regarding opposition to reduce street parking on East Court Street.

Recommendation FILE

**Sponsors:** Clerk of Council

**58.** 202001188 COMMUNICATION, submitted by the Clerk of Council, from various citizens

regarding opposition to the Bennet Point Development in Pendleton.

Recommendation FILE

**59.** 202001365 COMMUNICATION, dated 8/20/2020, submitted by the Clerk of Council from Sherry

L. Poland, Director, Hamilton County Board of Elections, regarding the signature check of the charter amendment petition regarding the replacement of police with

a Public Safety Department.

Recommendation FILE

**Sponsors:** Clerk of Council

**60.** 202001370 COMMUNICATION, dated 8/26/2020, submitted by the Clerk of Council from Sherry

L. Poland, Director, Hamilton County Board of Elections, regarding the signature check of the charter amendment petition regarding amending and adding Sections

to Articles II and IX.

**Recommendation** FILE

**Sponsors:** Clerk of Council

**61.** <u>202001218</u> REGISTRATION, (UPDATED) submitted by the Clerk of Council from Legislative

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

(INDIANA & OHO RR).

**Recommendation** FILE

<u>Sponsors:</u> Clerk of Council

**62.** <u>202001222</u> REGISTRATION, (UPDATED) submitted by the Clerk of Council from Legislative

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

Recommendation FILE

**Sponsors:** Clerk of Council

**63.** 202001226 REGISTRATION, (UPDATED) submitted by the Clerk of Council from Legislative

Agent Meghan Glynn, Calfee Strategic Solutions, LLC, Principal

Communications and Public Relations, 255 East Fifth Street, Suite 2800,

Cincinnati, Ohio 45202 (Cincinnati NKY International Airport).

Recommendation FILE

**Sponsors:** Clerk of Council

**64.** 202001231 REGISTRATION, (UPDATED) submitted by the Clerk of Council from Legislative

Agent Meghan Glynn, Principal, Communications and Public Affairs, 255 East

Fifth Street, Suite 2800, Cincinnati, Ohio 45202 (Zillow Group, Inc).

Recommendation FILE

**Sponsors:** Clerk of Council

**65.** <u>202001239</u> REGISTRATION, (UPDATED) submitted by the Clerk of Council from Legislative

Agent Charles J. Luken, Attorney/Lobbyist, Calfee, Halter & Griswold LLP, 255 East Fifth Street, Suite 2800, Cincinnati, Ohio 45202 (HDR, Inc).

## Recommendation FILE

**Sponsors:** Clerk of Council

**66.** 202001247 REGISTRATION, (UPDATED) submitted by the Clerk of Council from Legislative

Agent Charles J. Luken, Attorney/Lobbyist, Calfee, Halter & Griswold LLP, 255

East Fifth Street, Suite 2800, Cincinnati, Ohio 45202 (Zillow Group, Inc).

Recommendation FILE

**Sponsors:** Clerk of Council

**67.** 202001253 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Colleen Reynolds, Government Affairs, Director, 255 East Fifth Street, Suite

1900, Cincinnati, Ohio 45202. (PLK COOPER, LLC).

Recommendation FILE

**Sponsors:** Clerk of Council

**68.** <u>202001259</u> REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Megan Hube, Government Affairs, Director, 255 East Fifth Street, Suite 1900,

Cincinnati, Ohio 45202. (PLK COOPER, LLC).

**Recommendation** FILE

**Sponsors:** Clerk of Council

**69.** <u>202001265</u> REGISTRATION, submitted by the Clerk of Council from Legislative Agent Matt

Davis, Government Affairs, President, 255 East Fifth Street, Suite 1900,

Cincinnati, Ohio 45202. (PLK COOPER, LLC).

Recommendation FILE

**Sponsors:** Clerk of Council

**70.** 202001272 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Robert Kellman, Government Relations, Global Head of Policy, 111 North Canal

Street, Suite 9, Chicago, Illinois 60606. (UBER TECHNOLOGIES, INC. AND

AFFILIATES).

Recommendation FILE

**Sponsors:** Clerk of Council

71. 202001278 REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Colleen Reynolds, Government Affairs, Director, 255 East Fifth Street, Suite

1900, Cincinnati, Ohio 45202. (ROSEMARY'S BABIES CO.)

## Recommendation FILE

<u>Sponsors:</u> Clerk of Council

72. 202001282 REGISTRATION, submitted by the Clerk of Council from Legislative Agent Matt

Davis, Government Affairs, President, 255 East Fifth Street, Suite 1900,

Cincinnati, Ohio 45202. (ROSEMARY'S BABIES CO.)

Recommendation FILE

**Sponsors:** Clerk of Council

**73.** <u>202001288</u> REGISTRATION, submitted by the Clerk of Council from Legislative Agent

Megan Hube, Government Affairs, Director, 255 East Fifth Street, Suite 1900,

Cincinnati, Ohio 45202.(DRAGONFLY FOUNDATION).

Recommendation FILE

**Sponsors:** Clerk of Council

74. 202001292 REGISTRATION, submitted by the Clerk of Council from Legislative Agent Matt

Davis, Government Affairs, President, 255 East Fifth Street, Suite 1900,

Cincinnati, Ohio 45202. (DRAGONFLY FOUNDATION).

Recommendation FILE

**Sponsors:** Clerk of Council

**75.** 202001297 REGISTRATION, submitted by the Clerk of Council from Legislative Agent Colleen

Reynolds, Government Affairs, Director, 255 East Fifth Street, Suite 1900, Cincinnati,

Ohio 45202. (DRAGONFLY FOUNDATION).

**Recommendation** FILE

**Sponsors:** Clerk of Council

**76.** 202001328 REGISTRATION (UPDATED), submitted by the Clerk of Council from Legislative

Agent J. Douglas Moormann, Vice President, Development Strategies Group, 700

Walnut Street, Suite 450, Cincinnati, Ohio 45202.

Recommendation FILE

**Sponsors:** Clerk of Council

77. 202001329 REGISTRATION (UPDATED), submitted by the Clerk of Council from Legislative

Agent Alana M. Tucker, Senior Associate, Government Strategies Group, 700 Walnut

Street, Suite 400, Cincinnati, Ohio 45202

Recommendation FILE

**Sponsors:** Clerk of Council

78. 202001331 REGISTRATION (UPDATED), submitted by the Clerk of Council from Legislative

Agent Ali Trianfo, Operations Manager, Government Strategies Group, 700 Walnut

Street, Suite 400, Cincinnati, Ohio 45202.

**Recommendation** FILE

**Sponsors:** Clerk of Council

**79.** 202001332 REGISTRATION (UPDATED), submitted by the Clerk of Council from Legislative

Agent Marilyn Hyland, Lobbyist, 7100 Drake Road, Cincinnati, Ohio 45243. (INDIANA

& OHIO RR) (TERMINATION).

Recommendation FILE

**Sponsors:** Clerk of Council

**80.** 202001333 REGISTRATION (UPDATED), submitted by the Clerk of Council from Legislative

Agent Marilyn Hyland, Lobbyist, 7100 Drake Road, Cincinnati, Ohio 45243. (INDIANA

& OHIO RR).

**Recommendation FILE** 

**Sponsors:** Clerk of Council

**81.** 202001334 REGISTRATION (UPDATED), submitted by the Clerk of Council from Legislative

Agent Charles H. Gerhardt, III, President & CEO, 700 Walnut Street, Suite 450,

Cincinnati, Ohio 45202.

**Recommendation FILE** 

Sponsors: Clerk of Council

**82.** 202001335 REGISTRATION (UPDATED), submitted by the Clerk of Council from Legislative

Agent James T. Benedict, Vice President, Government Strategies Group, 700 Walnut

Street, Cincinnati, Ohio 45202.

Recommendation FILE

**Sponsors:** Clerk of Council

**83.** 202001336 REGISTRATION (UPDATED), submitted by the Clerk of Council from Legislative

Agent Anna Sesler, Consultant, Government Strategies Group, 700 Walnut Street,

Suite 450, Cincinnati, Ohio 45202.

**Recommendation** FILE

**Sponsors:** Clerk of Council

84. 202001408 RESOLUTION, submitted by the Clerk of Council from the Cincinnati Board of

Health, amending Board of Health Regulation 00079, Fees Retail Food

Establishments; Food Service Operations.

Recommendation FILE

**Sponsors:** Clerk of Council

**85.** 202001415 COMMUNICATION, dated August 17, 2020, submitted by the Clerk of Council to

Sherry L. Poland, Director, Hamilton County Board of Elections, receiving petitions from Henry Frondorf for an amendment to the Charter of the City of Cincinnati to be placed on the November 3, 2020 ballot regarding amending and adding Sections to Article II and IX. Requesting verification of the petitions and certify signatures

received.

**Recommendation FILE** 

**Sponsors:** Clerk of Council

**86.** 202001423 COMMUNICATION, dated August 17, 2020, submitted by the Clerk of Council to

Sherry L. Poland, Director, Hamilton County Board of Elections, receiving petitions from Jeremy Schlinder and Dr. Ervin Matthew for an amendment to the Charter of the City of Cincinnati to be placed on the November 3, 2020 ballot regarding the replacement of police with a Public Safety Department. Requesting verification of the petitions and certify signatures received.

#### Recommendation FILE

**Sponsors:** Clerk of Council

**87.** 202001434 NOTICE, submitted by the Clerk of Council, of a Special Session of Cincinnati City

Council on Tuesday, September 1, 2020 at 2:00 p.m. in Cincinnati City Hall Council Chambers. The purpose of the Special Session is to discuss and take action on items related to the reopening of the Streetcar. The meeting has been called by

Councilmembers Seelbach and Landsman.

Recommendation FILE

**Sponsors:** Clerk of Council

## BUDGET AND FINANCE COMMITTEE

**88.** <u>202001164</u> MOTION, submitted by Councilmembers Sittenfeld, Kearney, Young and Landsman,

WE MOVE that the City of Cincinnati commit \$500,000 to help catalyze the Avondale grocery store project. WE FURTHER MOVE that these dollars come from the City Operating or Capital Budget within the next two Fiscal Year budget cycles. WE FURTHER MOVE that these City dollars be contingent on there being a Community Benefits Agreement between the grocery operator and the neighborhood and its longtime partners who have advocated passionately for this outcome, as

represented by the Avondale Community Council, Avondale Community Development Corporation. The Center for Closing the Health Gap and The Urban League in order to ensure that ongoing quality standards for the neighborhood are met; and also be contingent on vetting and due diligence from the City's

Department of Community and Economic Development; and finally, be contingent on a financial match against City dollars from other partners. (STATEMENT

ATTACHED)

**Recommendation ADOPT** 

**Sponsors:** Sittenfeld, Kearney, Young and Landsman

**89.** 202000869

REPORT, dated 08/05/2020, submitted by Paula Boggs Muething, Interim City Manager, regarding Netting Beneath the Western Hills Viaduct. (REF DOCUMENT

#202000050)

<u>Recommendation</u>

APPROVE & FILE

**Sponsors:** City Manager

**90.** 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.

**Recommendation** APPROVE & FILE

**Sponsors:** City Manager

## **91.** 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.

#### Recommendation

**PASS** 

**92.** 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.

#### Recommendation

**PASS** 

## **93.** 202000944

## **Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

**94.** <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.

#### **Recommendation PASS**

**Sponsors:** City Manager

**95.** <u>202001338</u>

ORDINANCE (EMERGENCY), submitted by Mayor John Cranley, dated August 27, 2020, AUTHORIZING the transfer and appropriation of \$100,00 from General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Related Events, Other Emergency and One-Time Needs," to the City Manager's Office General Fund non-personnel operating budget account no. 050x101x2700 for the purpose of providing funds for increased census outreach efforts such as canvassing, rental and landlord outreach, and targeted outreach in the lowest performing Census tracts to ensure that every Greater Cincinnati resident is counted in the 2020 Census; AUTHORIZING the provision of prizes and incentives in the form of gift cards for residents who complete the Census questionnaire as part of the outreach strategy; and DECLARING the use of funds for the purchase of gift cards to be used to encourage census participation to be public purpose.

## **Recommendation** PASS EMERGENCY

**Sponsors:** Mayor

**96.** 202001350

ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim City Manager, on 8/31/2020, **AUTHORIZING** the City Manager to execute a *Property Sale and Development Agreement* between the City of Cincinnati and Kunst Development LLC for the sale of City-owned property at 1623 Pleasant Street, located in the Over-The-Rhine neighborhood of Cincinnati, to be redeveloped as 8 market-rate residential rental units.

## **Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

**97.** 202001353

ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim City Manager, on 8/31/2020, AUTHORIZING the City Manager to execute a Funding Agreement with WHRF Holdings III, LLC and Nassau Avenue Investments, LLC, providing for a forgivable loan of \$1,000,000 to support acquisition, demolition, and development of the former Kroger Site in the neighborhood of Walnut Hills; ESTABLISHING new capital improvement program project account no. 980x164x211635, "Walnut Hills Former Kroger Site," for the purpose of providing resources to facilitate the acquisition, demolition, and development of the former Kroger Site in the neighborhood of Walnut Hills; AUTHORIZING the transfer and return to source Capital Funds 757 and 858 of the sum of \$2,000,000 from various capital improvement program project accounts for the purpose of decreasing certain existing capital improvement program project accounts, according to Section 1 of the attached Schedule of Transfer; AUTHORIZING the transfer and appropriation of the sum of \$2,000,000 from the unappropriated surplus of Capital Funds 757 and 858 to new or existing capital improvement program project accounts for the purpose of providing resources for certain capital improvement program project accounts, according to Section 2 of the attached Schedule of Transfer; and further DECLARING certain herein described projects to be for a public purpose.

## **Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

**98.** 202001356

ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim City Manager, on 8/31/2020, **APPROVING AND AUTHORIZING** the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with OTR Holdings, Inc., or other subsidiary of Cincinnati Center City Development Corporation (3CDC) acceptable to the City thereby authorizing a 12-year tax exemption for 100% of the value of improvements made to real property located at 7-11 E. Court Street in the Central Business District of Cincinnati, in connection with the remodeling of existing first-floor commercial space, at a total construction cost of approximately \$1,098,288.

## **Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

**99.** 202001357

ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim City Manager, on 8/31/2020, **APPROVING AND AUTHORIZING** the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with OTR Holdings, Inc., or other subsidiary of Cincinnati Center City Development Corporation (3CDC) acceptable to the City thereby authorizing a 12-year tax

exemption for 100% of the value of improvements made to real property located at 915 Vine Street in the Central Business District of Cincinnati, in connection with the remodeling of existing first-floor commercial space, at a total construction cost of approximately \$390,512.

## **Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

**100**. 202001358

ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim City Manager, on 8/31/2020, AUTHORIZING the City Manager to execute a Funding Agreement with Court and Vine Holdings, LLC, or other subsidiary of Cincinnati Center City Development Corporation (3CDC) acceptable to the City, providing for a forgivable loan of \$1,500,000 and development of a scattered-site, mixed-use project in the Central Business District of Cincinnati consisting of the construction of approximately twenty-eight market-rate residential condominium units and 8,943 square feet of commercial space; ESTABLISHING new capital improvement program project account no. 980x164x211630, "Court Street Housing Redevelopment - TIF" to provide resources for the acquisition of real property associated with the development; AUTHORIZING the transfer and appropriation of the sum of \$1,500,000 from the unappropriated surplus of Downtown/OTR West Equivalent Fund 482 (Downtown/OTR West TIF District) to the newly-established capital improvement program project account no. 980x164x211630, "Court Street Housing Redevelopment - TIF," to provide resources for the acquisition of property associated with the development in the form of a forgivable loan; and further DECLARING expenditures from such project account serve a public purpose.

#### **Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

**101**. 202001359

ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim City Manager, on 8/31/2020, **APPROVING AND AUTHORIZING** the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with OTR Holdings, Inc., or other subsidiary of Cincinnati Center City Development Corporation (3CDC) acceptable to the City, thereby authorizing a 12-year tax exemption for 100% of the value of improvements made to real property located at 31 E. Court Street in the Central Business District of Cincinnati, in connection with the remodeling of existing first-floor commercial space, at a total construction cost of approximately \$248,919.

#### **Recommendation** PASS EMERGENCY

<u>Sponsors:</u> City Manager

**102.** <u>202001376</u>

ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim City Manager, on 8/31/2020, **AUTHORIZING** the City Manager to execute a *Public Infrastructure Funding Agreement* with OTR Holdings, Inc., an affiliate of Cincinnati Center City Development Corporation (3CDC), pursuant to which the City of Cincinnati will provide funding of up to \$4,000,000 for the design and construction of certain public infrastructure improvements along Court Street in the Central Business District of Cincinnati; ESTABLISHING new capital improvement program project account no. 980x164x211628, "Court Street Public Infrastructure - TIF" for the purpose of providing resources for the design and construction of public

infrastructure improvements associated with the development along Court Street generally between Vine Street and Walnut Street in the Central Business District of Cincinnati; AUTHORIZING the transfer and appropriation of the sum of \$4,000,000 from the unappropriated surplus of Downtown/OTR East Equivalent Fund 483 (Downtown/OTR East TIF District) to newly-established capital improvement program project account no. 980x164x211628, "Court Street Public Infrastructure - TIF," for the purpose of providing resources for the design and construction of the certain public infrastructure improvements along Court Street, including an upgraded streetscape, a new public plaza area, and other public infrastructure improvements associated with the development; and further DECLARING expenditures from such project account to serve a public purpose.

## **Recommendation PASS EMERGENCY**

**Sponsors:** City Manager

**103**. 202001383

RESOLUTION (LEGISLATIVE) (EMERGENCY) submitted by Paula Boggs Muething, Interim City Manager, on 8/31/2020, **APPROVING** the petition for the creation of the Over-the-Rhine South Special Improvement District of Cincinnati, thereby establishing the district; APPROVING the articles of incorporation for Over-the-Rhine South Special Improvement District of Cincinnati, Inc., the nonprofit corporation formed to operate and govern the district; and ADOPTING the 2021-2024 services plan for the district.

## **Recommendation PASS EMERGENCY**

**Sponsors:** City Manager

**104.** 202001384

RESOLUTION (LEGISLATIVE) (EMERGENCY) submitted by Paula Boggs Muething, Interim City Manager, on 8/31/2020, **DECLARING** the necessity of assessing properties in the Over-the-Rhine South Special Improvement District of Cincinnati to implement the 2021-2024 services plan for the district in accordance with Section 727.12 and Chapter 1710 of the Ohio Revised Code.

## **Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

#### NEIGHBORHOODS COMMITTEE

**105**. 202000974

ORDINANCE, (EMERGENCY), submitted by Councilmember Seelbach, from Andrew Garth, Interim City Solicitor, DECLARING that Linn Street at the corner of Linn Street and Chestnut Street shall hereby receive the honorary, secondary name of Donna Pringle Crossing in memory of Donna Pringle and in recognition of her contributions and dedication to the City of Cincinnati.

## **Recommendation** PASS EMERGENCY

Sponsors: Seelbach

## SUPPLEMENTAL ITEMS

### LAW & PUBLIC SAFETY COMMITTEE

**106**. 202001077

MOTION, (AMENDED) 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)

## **Recommendation ADOPT**

Sponsors:

Landsman

**107**. 202001079

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)

## **Recommendation** ADOPT

Sponsors:

Landsman

### **ECONOMIC GROWTH & ZONING COMMITTEE**

**108.** <u>202000945</u>

MOTION, dated 7/28/2020 submitted by Vice Mayor Smitherman and Councilmember Mann, The Property Tax Working Group (PTWG) was created by motion on September 5, 2018 to study trends related to property taxes. Especially important were, rising property taxes in areas experiencing significant levels of development, helping senior citizens remain in their homes and communities and reporting on best practices of other cities and states. (Please see attach motion and vote by Cincinnati City Council).

The Property Tax Working Group had its final meeting on Thursday, July 23, 2020. This group was Chaired by Carol Gibbs, President/CEO Mt. Auburn Community Development Corporation (MACDC) and Vice Mayor Christopher Smitherman. The idea for the PTWG was the brainchild of Mrs. Carol Gibbs.

(Balance of motion on file in the Clerk's Office).

## **Recommendation** ADOPT

Sponsors:

Smitherman

**109**. 202000951

MOTION, dated July 28, 2020 submitted by Vice Mayor Smitherman and Councilmember Mann, The Property Tax Working Group (PTWG) was created by motion on September 5, 2018 to study trends related to property taxes. Especially important were rising property taxes in areas experiencing significant levels of development, helping senior citizens remain in their homes and communities and reporting on best practices of other cities and states. (Please see the attach motion and vote by Cincinnati City Council). The Property Tax Working Group had its final meeting on Thursday, July 23, 2020. This group was Chaired by Carol Gibbs,

President/CEO Mt. Auburn Community Development Corporation (MACDC) and Vice Mayor Christopher Smitherman. The idea for the PTWG was the brainchild of Mrs. Carol Gibbs.

(Balance of motion on file in the Clerk's Office)

#### **Recommendation ADOPT**

**Sponsors:** Smitherman and Mann

**110.** 202000954

MOTION, dated Juy 28, 2020 submitted by Vice Mayor Smitherman and Councilmember Mann, The Property Tax Working Group (PTWG) was created by motion on September 5, 2018 to study trends related to property taxes. Especially important were rising property taxes in areas experiencing significant levels of development, helping senior citizens remain in their homes and communities and reporting on best practices of other cities and states. (Please see the attach motion and vote by Cincinnati City Council).

The Property Tax Working Group had its final meeting on Thursday, July 23, 2020. This group was Chaired by Carol Gibbs, President/CEO Mt. Auburn Community Development Corporation (MACDC) and Vice Mayor Christopher Smitherman. The idea for the PTWG was the brainchild of Mrs. Carol Gibb.

(Motion on file in the Clerk's Office)

## **Recommendation** ADOPT

**Sponsors:** Smitherman and Mann

**111.** 202000990

MOTION, dated 7/31/2020, submitted by Vice Mayor Smitherman and Councilmember Mann, The Property Tax Working Group (PTWG) was created by motion on September 5, 2018 to study trends related to property taxes. Especially important were, rising property taxes in areas experiencing significant levels of development, helping senior citizens remain in their homes and communities, and reporting on best practices of other cities and states.

WE MOVE that the above Tax Abatement Caps be approved by Cincinnati City Council. A previous Cincinnati City Council removed some caps for tax abatements when the national, regional, and local economy was very different than today.

(BALANCE ON MOTION ON FILE IN THE CLERKS OFFICE)

Recommendation ADOPT

**Sponsors:** Smitherman

#### MAJOR PROJECTS & SMART GOVERNMENT COMMITTEE

112. 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.

**Sponsors:** Smitherman

## **113.** 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.

#### Sponsors:

City Manager

### **114.** 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.

#### Sponsors:

City Manager

## **115**. <u>202001348</u>

ORDINANCE (EMERGENCY) (B VERSION), submitted by Vice Mayor Smitherman, dated August 27, 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 the members of City Council by single transferable voting by amending existing Sections 5 and 8 of Article IX of the Charter, and repealing existing Sections 5, 5a, 5b, 6, 7, 8, and 11.

#### Sponsors:

Smitherman

#### **116**. 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

#### Sponsors:

City Manager

## **117.** <u>202001437</u>

ORDINANCE (EMEREGENCY), submitted by Paul Boggs Muething, Interim City Manager, dated 9/1/2020, AUTHORIZING the appropriation of the sum of \$3,000,000 from the unappropriated surplus of Fund 759 "Income Tax-Transit" to the Southwest Ohio Regional Transit Authority ("SORTA") non-personal operating budget account no. 759x081x7200 for the purpose of implementing the provisions of Ordinance No. 0247-2020 which authorized the City Manager to execute an Amendment to the 1973 City-SORTA Agreement for the transfer of funds from Income Tax-Transit Fund 759 to SORTA.

## **Recommendation PASS EMERGENCY**

**Sponsors:** City Manager

#### **118.** 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) \*(AMENDED ON THE FLOOR OF

MAJOR PROJECTS & SMART GOVERNMENT COMMITTEE).

Sponsors: Mann

**ANNOUNCEMENTS** 

**NEW BUSINESS** 

Adjournment

### **EMERGENCY**

# City of Cincinnati An (Prdinance No.\_

**JRS** 

- 2020

AWG

AUTHORIZING the transfer of \$1,500,000 from the General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Related Events, Other Emergency and One-Time Needs," to the unappropriated surplus of General Fund 050; and AUTHORIZING the transfer of \$1,500,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Fund 759 "Income Tax-Transit" in order to preserve the available balance in Fund 759 "Income Tax-Transit."

WHEREAS, in order to preserve the available balance in Fund 759 "Income Tax-Transit," Council desires to transfer funds to Fund 759 "Income Tax-Transit" from the General Fund "Reserve for Weather Related Events, Other Emergency and One-Time Needs" balance sheet reserve account; now, therefore,

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

Section 1. That Council hereby authorizes the transfer of the sum of \$1,500,000 from the General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Related Events, Other Emergency and One-Time Needs," to the unappropriated surplus of General Fund 050.

Section 2. That Council hereby authorizes the transfer of \$1,500,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Fund 759 "Income Tax-Transit."

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 preserve the available balance in Fund 759 "Income Tax-Transit."

, 2020
John Cranley, Mayor

## EMERGENCY

## City of Cincinnati

JRS AW 6

## An Ordinance No.

- 2020

AUTHORIZING the transfer and return to the unappropriated surplus of General Fund 050 the sum of up to \$260,000 from the Department of Transportation and Engineering's Fund 455 "Streetcar Operations" non-personnel operating budget account no. 455x236x7200, the exact amount which will be determined by the revenue generated by fares for the Cincinnati Bell Connector collected during fiscal year 2021; AUTHORIZING the appropriation of up to \$260,000 from the unappropriated surplus of General Fund 050 to the Cincinnati Police Department's General Fund personnel operating budget account no. 050x222x7100 for the purpose of providing additional police visibility overtime for crime hotspots, the exact amount which will be determined by the revenue generated by fares for the Cincinnati Bell Connector collected during fiscal year 2021; and AUTHORIZING the appropriation of the sum of up to \$260,000 from the unappropriated surplus of Fund 455 "Streetcar Operations" to the Department of Transportation and Engineering's non-personnel operating budget account no. 455x236x7200 for the purpose of providing resources to operate and maintain the Cincinnati Bell Connector during Fiscal Year 2021, the exact amount which will be determined by the revenue generated by fares for the Cincinnati Bell Connector collected during Fiscal Year 2021.

WHEREAS, Ordinance No. 0208-2020 approved a \$4,974,320 operations and maintenance budget for the Cincinnati Bell Connector using, in part, \$260,000 from General Fund 050 from the Admission Tax guaranty revenue from FC Cincinnati; and

WHEREAS, Ordinance No. 0208-2020 did not contemplate the collection of any fare revenue in Fiscal Year 2021; and

WHEREAS, the City of Cincinnati Police Department is under increased strain due to an increase in criminal activity in the City which requires additional resources and a visible police presence in areas experiencing the increase in criminal activity; and

WHEREAS, the budget for the Cincinnati Bell Connector does not contemplate the need for any collected fare revenues for operation expenses and as such, those fare revenues could be used to fund needed police overtime and an increase in police visibility in the City, should such fares be collected; now, therefore,

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

Section 1. That Council hereby authorizes the transfer and return to the unappropriated surplus of the General Fund 050 the sum of up to \$260,000 from existing Department of Transportation and Engineering Fund 455 "Streetcar Operations" non-personnel operating budget account no. 455x236x7200, the exact amount which will be determined by the revenue generated

by fares for the Cincinnati Bell Connector collected during fiscal year 2021 ("FY 2021") not exceeding \$260,000.

Section 2. That Council hereby authorizes the appropriation of up to \$260,000 from the unappropriated surplus of General Fund 050 to the Cincinnati Police Department's General Fund personnel operating budget account no. 050x222x7100 for the purpose of providing additional police visibility overtime in crime hotspots, the exact amount which will be determined by the revenue generated by fares for the Cincinnati Bell Connector collected during FY 2021 not exceeding \$260,000.

Section 3. The Council hereby authorizes the appropriation of the sum of up to \$260,000 from the unappropriated surplus of Fund 455 "Streetcar Operations" to the Department of Transportation and Engineering's non-personnel operating budget account no. 455x236x7200 for the purpose of providing resources to operate and maintain the Cincinnati Bell Connector during FY 2021, the exact amount which will be determined by the revenue generated by fares for the Cincinnati Bell Connector collected during FY 2021 not exceeding \$260,000.

Section 4. 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.

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	e need to provide funding for police visibility
overtime to help reduce violent crime in the C	ity.
Passed:	, 2020
	John Cranley, Mayor
Attest:Clerk	_

# 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	n \$ Amount
TRANSFERS SOURCE ACCOUNTS CINCINNATI POLICE DEPARTMENT NEIGHBORHOOD POLICING Subtotal Transfer	050	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	Agency	Appropriation Unit	\$ Amount	INCREASES	Fund	Agency	Appropriation Unit	\$ Amount
TRANSFERS SOURCE ACCOUNTS UNAPPROPRIATED SURPLUS	Subtotal Transfers	050		-			455 s			1,760,000 1,760,000
TOTAL FUND REDUCTIO	)NS			1	1,760,000	TOTAL FUND INCREASES				1,760,000

Exhibit B
FY 2021 SUPPLEMENTAL APPROPRIATIONS

Downtown South/Riverfront Equivalent Fund 481				Downtown South/Riverfront Equivalent Fund 481	481		
REDUCTIONS	Fund Agency	Appropriation Unit	\$ Amount	\$ Amount INCREASES	Fund Agency	 Appropriation Unit	\$ Amount
TRANSFERS SOURCE ACCOUNTS UNAPPROPRIATED SURPLUS Subtotal Transfers	18	•	693,75 <u>0</u> 693,75 <u>0</u>	TRANSFERS USE ACCOUNTS CINCINNATI POLICE DEPARTMENT NEIGHBORHOOD POLICING Subtotal Transfers	481	 7200	693,750 693,750
TOTAL FUND REDUCTIONS			693,750	693,750 TOTAL FUND INCREASES			693,750

Downtown/OTR East Equivalent Fund 483				Downtown/OTR East Equivalent Fund 483				
	,	Appropriation				Ψ	Appropriation	
REDUCTIONS	Fund Agency	Unit	\$ Amount	\$ Amount INCREASES	Fund Agency		Unit	S Amount
TRANSFERS SOURCE ACCOUNTS UNAPPROPRIATED SURPLUS Subtotal Transfers	483	l 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

			Salaries and			Debt	
Department	Fund	Agency	Benefits 7100 and 7500	Non-Personnel 7200-7400	Properties 7600	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		0	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:	erk		



102000973

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

#### EMERGENCY

### City of Cincinnati An Ordinance No.

**AWG** 

AWL

- 2020

**AUTHORIZING** the City Manager to take such actions as are necessary to establish fare-free transit service for the Cincinnati Bell Connector beginning on September 2, 2020, which program shall be consistent with the adopted Fiscal Year 2021 streetcar budget; AUTHORIZING the suspension for sixty days of those sections of the Cincinnati Municipal Code that would otherwise require payment of fares by streetcar riders; and DECLARING Council's intent to introduce additional legislation within sixty days to modify the Cincinnati Municipal Code to allow for an ongoing fare-free service option for the Cincinnati Bell Connector.

WHEREAS, the Council of the City of Cincinnati has enacted an operations and maintenance budget for Fiscal Year 2021 based on collection of zero dollars in fare revenue, which makes it possible for the Cincinnati Bell Connector to move to a fare-free transit system; and

WHEREAS, the City Administration has given the streetcar operator notice to resume service on September 2, 2020; and

WHEREAS, additional legislative and administrative actions must occur in order to fully implement a fare-free transit option for the Cincinnati Bell Connector, which steps cannot be completed prior to the resumption of service on September 2, 2020; and

WHEREAS, Council by this ordinance intends to establish a sixty-day period for fare-free service, starting on September 2, 2020, which period will provide time to review and implement the broader changes necessary to establish an extended, fare-free system for the Cincinnati Bell Connector; and

WHEREAS, the City Administration will work with the Federal Transit Administration, state regulators, and the streetcar operator to take such steps as are needed for temporary and long-term free-fare service including additional legislation, fare-free operating procedures, signage requirements and information changes to station stops, and such other steps as may be necessary to carry out this ordinance; now, therefore,

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

Section 1. That Council hereby authorizes the City Manager to take any and all appropriate steps to establish a sixty-day period for fare-free service, starting on September 2, 2020, which period will provide time to review and implement the broader changes necessary to establish an extended, free-fare system for the Cincinnati Bell Connector. The fare-free system shall be

consistent with enacted streetcar budget ordinances and shall not exceed existing streetcar appropriations for Fiscal Year 2021.

Section 2. That by this ordinance Council authorizes the City Administration to adopt fare-free transit service for the Cincinnati Bell Connector notwithstanding any contrary language or provisions in the Cincinnati Municipal Code including, but not limited to: sections 723-26 - Streetcar Designated Paid Fare Zone; 770-1-D - Designated Paid Fare Zone; 770-3 - Unlawfully Obtaining Streetcar Services; 770-5 (f) - Unlawful Interference with Streetcar Services; 770-7 - Notice of Violation; Exclusion from Streetcar System; Misdemeanor; and 770-9 - Enforcement of Civil Violations. These provisions shall be inapplicable to streetcar operations for sixty days but only to the extent and in such manner as operation of these provisions would conflict with fare-free operations. The above provisions remain in effect to the extent consistent with ongoing streetcar operating policies and non-fare-based enforcement needs.

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 provide for fare-free operations and restart for the Cincinnati Bell Connector on September 2, 2020.

Passed:		, 2020		
			John Cranley, Mayor	
Attest:	Clerk			



**Date:** August 31, 2020

To:

Councilmember Chris Seelbach

From:

Andrew W. Garth, Interim City Solicitor

Subject:

**Emergency Ordinance – Streetcar Free Fare Authorization** 

Transmitted herewith is an ordinance captioned as follows:

AUTHORIZING the City Manager to take such actions as are necessary to establish fare-free transit service for the Cincinnati Bell Connector beginning on September 2, 2020, which program shall be consistent with the adopted Fiscal Year 2021 streetcar budget; AUTHORIZING the suspension for sixty days of those sections of the Cincinnati Municipal Code that would otherwise require payment of fares by streetcar riders; and DECLARING Council's intent to introduce additional legislation within sixty days to modify the Cincinnati Municipal Code to allow for an ongoing fare-free service option for the Cincinnati Bell Connector.

AWG/AWG/(lnk) Attachment 319653



Mayor John Cranley

202001080

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 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

The Control



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

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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

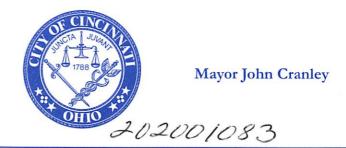
August 2020

### **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

Jr. Carling



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

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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 Conley



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.

Je Culy



**Date:** August 28, 2020

To:

Mayor John Cranley

From:

Andrew W. Garth, Interim City Solicitor

Subject:

Resolution – Against Limiting Ballot Drop Boxes

202001426

Transmitted herewith is a resolution captioned as follows:

**EXPRESSING** the Mayor and Cincinnati City Council's belief that voting should be accessible to all citizens; OPPOSING the Ohio Secretary of State's recent order limiting ballot drop boxes to one per county; and SUPPORTING legal action by the City Solicitor on behalf of the City as the City Solicitor deems appropriate to ensure sufficient numbers of accessible ballot drop boxes will be available for all Cincinnatians in furtherance of free and fair elections.

AWG/JGM/(lnk) Attachment 319609

JGM AWL

#### RESOLUTION NO. \_\_\_\_\_ - 2020

**EXPRESSING** the Mayor and Cincinnati City Council's belief that voting should be accessible to all citizens; OPPOSING the Ohio Secretary of State's recent order limiting ballot drop boxes to one per county; and SUPPORTING legal action by the City Solicitor on behalf of the City as the City Solicitor deems appropriate to ensure sufficient numbers of accessible ballot drop boxes will be available for all Cincinnatians in furtherance of free and fair elections.

WHEREAS, in the past, cities like Cincinnati have been adversely affected by long wait times at polling places; and

WHEREAS, in the midst of the COVID-19 pandemic, secure drop box locations for absentee ballots will play a key role in the 2020 General Election, due to the ongoing concerns related to in-person gathering; and

WHEREAS, Ohio Secretary of State Frank LaRose requested a legal opinion from the Ohio Attorney General about his authority related to ballot drop boxes; and

WHEREAS, before Secretary LaRose received a legal opinion from the Attorney General, he withdrew the request and issued an order forbidding all county boards of election from installing more than one drop box; and

WHEREAS, in typical election cycles, nearly 25 percent of Ohioans choose to cast their ballots via the absentee ballot process, and with the onset of COVID-19 pandemic, those numbers can be expected to be dramatically higher in the 2020 General Election; and

WHEREAS, the one ballot box in Hamilton County is located in Norwood, which is extremely distant from many Cincinnatians, especially if traveling via public transportation; and

WHEREAS, Secretary LaRose's order creates an unjust situation in which Cincinnati, with a population of over 300,000, has the same number of ballot drop boxes as entire counties with populations of under 14,000; now, therefore,

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

Section 1. That the Mayor and City Council express their belief that the county boards of election must provide adequate ballot drop boxes throughout the State of Ohio to meet the needs of voters for the 2020 general election, especially during the COVID-19 pandemic.

Section 2. That the Mayor and City Council oppose Secretary LaRose's order prohibiting more than one drop box per county and demands additional drop boxes within the City of Cincinnati.

Section 3. That the Mayor and City Council hereby express their support for legal action by the City Solicitor on behalf of the City as the City Solicitor deems appropriate to ensure sufficient numbers of accessible ballot drop boxes will be available for all Cincinnatians in furtherance of free and fair elections.

Section 4. That this resolution be spread upon the minutes of Council.

Submitted by Mayor John Cranley

Passed:		, 2020	
			John Cranley, Mayor
Attest:	Clerk		



801 Plum Street, Suite 346-A Cincinnati, Ohio 45202

Phone (513) 352-5205 Email Jan-Michele.Kearney@ cincinnati-oh.gov Web www.cincinnati-oh.gov

Jan-Michele Lemon Kearney

Councilmember

#### **MOTION**

WE MOVE for the City Administration to deliver a report to City Council, outlining all current city government activities and programs aimed at promoting and enabling homeownership for low-income individuals and families in Cincinnati, along with an update on the impact and effectiveness of these activities. WE FURTHER MOVE for this report to include a feasibility analysis for providing low-income homeowners with forgivable loans to make necessary repairs and home improvements, such that the loan becomes forgivable (in full, or part) upon five (5) years of residing within the home. If such a program (or set of programs) already exists, we ask that the report outline in detail how the program(s) work, who the program(s) has served (e.g. by income-level, age, household size, and neighborhood), and recommendations for expanding such program(s) to increase impact. WE FURTHER MOVE for the city administration to identify funding sources that could be used to enable either the city, or a city partner organization, to complete small repairs for low-income homeowners, such that homeowners would be liable to pay back the cost of repairs on a sliding scale, depending on level of household income. Most middle-class families cannot come up with a one-time sum of \$20,000 for a new roof, for example, but could very well make important investments in their homes if granted the option to pay back the sum of repairs over time. WE FURTHER MOVE that this report be delivered to City Council within 14 days.

Councilmember Jan-Michele Kearney

Jan-Michele Lemo Kearney

#### STATEMENT

Homeownership not only is a wealth builder for families, but is linked to improved physical and psychological health, increased community engagement, and even higher educational achievement for children. Cincinnati, with its 38% homeownership rate, lags behind the national average of 62%. In addition, there is a huge racial gap in Cincinnati: Black residents own 29% of owner-occupied units in Cincinnati compared to white residents at 66.4%. Our goal is to put feasible programs in place to increase homeownership, especially with underrepresented populations, in order to strengthen our neighborhoods and our Cincinnati families.



801 Plum Street, Suite 346-A Cincinnati, Ohio 45202

Phone (513) 352-5205 Email Jan-Michele.Kearney@ cincinnati-oh.gov

Web www.cincinnati-oh.gov

Jan-Michele Lemon Kearney

Councilmember

#### MOTION

WE MOVE for the City Administration to cease adding fines associated with code enforcement violations to the property tax bills of residential property owners. WE FURTHER MOVE that the City Administration provide recommendations to City Council to create a program (or set of programs) similar to what was formerly known as the "Harbor Fund", which provided low-income homeowners with grants to resolve code violations.

WE FURTHER MOVE for this report to be delivered within 14 days following passage of this motion.

Councilmember Jan-Michele Kearney

Jan-Michele Lemo Kearney

#### **STATEMENT**

We have become aware that property owners, particularly in low-income neighborhoods, are losing their homes. The process seems to be that housing code violation citations and penalties accrue, and then are added to the property owner's tax bill. When the property owner is unable to pay the tax bill that now includes housing code violation citations and penalties, the property goes into foreclosure. Homeownership in Cincinnati (38%) already is lower than the national average (62%), and even lower for Black, Brown, and low-income communities. Yet, homeownership is a means for families to build wealth, strengthen neighborhoods, and even improve physical and psychological health. My goal is for City Council to increase access to homeownership, including providing opportunities for low-income families. The City must provide financial assistance for homeowners to maintain their property. This motion is a step toward preventing loss of homeownership because further loss exacerbates the existing problem of the low rate of homeownership in Cincinnati.

EEF AWL

### An Ordinance No.

- 2020

**AMENDING** Section 874-5, "General Obligations of Owners and Persons in Control of Residential Rental Properties," of the Cincinnati Municipal Code to modify the registration information required by owners of residential rental properties, in order to address privacy concerns of business operators of residential rental properties as the city-wide rental registration program is being implemented.

WHEREAS, there are approximately 80,000 residential rental units in the City of Cincinnati, which constitutes half of all of the City's housing stock; and

WHEREAS, the actual number of residential rental properties and rental units in the City of Cincinnati is unknown, in part, because owners of residential rental property often fail to register their rental properties; and

WHEREAS, in order to address these concerns, City Council passed Ordinance No. 406-2019 in October 2019, enacting Chapter 874 of the Cincinnati Municipal Code, "Residential Rental Registration," to enhance and update registration requirements for residential rental properties and to increase the penalties for failure to comply with such requirements, which Chapter has an effective date of September 1, 2020; and

WHEREAS, as the provisions of Chapter 874 are being implemented, the City acknowledges the privacy concerns of its residents and business operators and has established policies and procedures consistent with these concerns regarding the information gathered pursuant to this ordinance, which policies and procedures comport with applicable public records laws, which concerns are further addressed by the amendment to Chapter 874 contained herein; now, therefore,

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

Section 1. That Section 874-5, "General Obligations of Owners and Persons in Control of Residential Rental Properties," of Chapter 874, "Residential Rental Registration," of Title VIII, "Business Regulations," of the Cincinnati Municipal Code is hereby amended to read as follows:

### Sec. 874-5. - General Obligations of Owners and Persons in Control of Residential Rental Properties.

(a) The owner or person in control of a Residential Rental Property must file a Residential Rental Property registration with the director within 60 calendar days of the effective

- date of this ordinance or within 60 calendar days of assuming ownership, whichever is later.
- (b) All Residential Rental Property registrations shall be made on forms and in the manner prescribed by the director, and shall include the following information:
  - (1) The name, address, and telephone number of the owner;
  - (2) If the Residential Rental Property is owned by a trust, business trust, estate, partnership, limited partnership, limited liability company, association, corporation, or any other business entity, the name, address, and telephone number of the following:
    - a. A trustee, in the case of a trust or business trust;
    - b. The executor or administrator, in the case of an estate;
    - c. A general partner, in the case of a partnership or a limited partnership;
    - d. A member, manager, or officer, in the case of a limited liability company;
    - e. An associate, in the case of an association;
    - f. An officer, in the case of a corporation;
    - g. A member, manager, or officer, in the case of any other business entity.
  - (3) The name, address, and telephone number for any and all persons in control of the Residential Rental Property, including, but not limited to, a professional property management company or on-site maintenance personnel, who have been designated by the owner as the party responsible for responding to emergency or maintenance issues for the Residential Rental Property and who can be reached 24 hours a day, 7 days a week, 365 days a year. At least one person in control must reside within 100 miles of the registered Residential Rental Property.
  - (4) The street address and permanent parcel number of the residential rental property.
  - (5) The monthly rent charged and the number and size of each rental unit located in each residential rental property, including the number of bedrooms, bathrooms, and approximate square footage of the unit.
- (c) The owner and any designated person in control of a registered Residential Rental Property have a continuing obligation to notify the director in writing of any changes, including, but not limited to:
  - (1) Any change in information on the Residential Rental Property registration form.

- (2) Any change in ownership.
- (3) Any change in use of the Residential Rental Property, including, but not limited, to the property becoming and remaining vacant for a period of sixty days or more.
- (d) All Residential Rental Registrations shall be accompanied by the applicable fee necessary to recover the cost and expense of the administering the registry, which fee shall not exceed \$1.00 per registered rental unit.

Section 2. That existing Section 875-5 is hereby repealed.

Section 3. That this ordinance shall be an emergency 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 modify the current provisions of the city-wide rental registration program, Chapter 874, "Residential Rental Registration," which has an effective date of September 1, 2020, in order to include the amended language to address privacy concerns of business operators of residential rental properties as this program is being implemented.

Passed:	, 2020	
		John Cranley, Mayor
Attest:Clerk		
Clork		
Deleted language indicated by	strikethrough	



Date: August 27, 2020

To:

Councilmember Greg Landsman

From:

Andrew Garth, Interim City Solicitor

Subject:

Ordinance – Amending Section 874-5 Residential Rental Registration

Criteria Modification

Transmitted herewith is an ordinance captioned as follows:

**AMENDING** Section 874-5, "General Obligations of Owners and Persons in Control of Residential Rental Properties," of the Cincinnati Municipal Code to modify the registration information required by owners of residential rental properties, in order to address privacy concerns of business operators of residential rental properties as the city-wide rental registration program is being implemented.

AWG/EEF/(lnk) Attachment 319316



**Date:** March 9, 2020

To:

Councilmember Greg Landsman

From:

Paula Boggs Muething, City Solicitor PBM/AN6

Subject:

Resolution – Reading Awareness Month

202001433

Transmitted herewith is a resolution captioned as follows:

**RECOGNIZING** the month of March as Reading Awareness Month; and PROMOTING awareness of the benefits of reading in the Cincinnati community by joining with organizations such as Read Aloud, Blue Manatee Literacy Project, Cincinnati Children's Hospital Medical Center, Cincinnati Alumnae Chapter of Delta Sigma Theta Sorority, Inc., Cincinnati Public Schools, the Public Library of Cincinnati and Hamilton County, the Literacy Network of Greater Cincinnati, and the Central Parkway YMCA to locally recognize Reading Awareness Month as it is nationally recognized.

PBM/KMB/(lnk) Attachment 308418

RESOLUTION NO.	-2020

**RECOGNIZING** the month of March as Reading Awareness Month; and PROMOTING awareness of the benefits of reading in the Cincinnati community by joining with organizations such as Read Aloud, Blue Manatee Literacy Project, Cincinnati Children's Hospital Medical Center, Cincinnati Alumnae Chapter of Delta Sigma Theta Sorority, Inc., Cincinnati Public Schools, the Public Library of Cincinnati and Hamilton County, the Literacy Network of Greater Cincinnati, and the Central Parkway YMCA to locally recognize Reading Awareness Month as it is nationally recognized.

WHEREAS, Read Aloud is a non-profit organization that aims to engage partners across the nation with the goal of encouraging parents to read to their children for at least 15 minutes per day; and

WHEREAS, 5 to 12% of school-age children are diagnosed with reading difficulties, which can result in deficits in identifying speech sounds, the recall of the conventional spelling system, executive functions (such as attention, working memory, inhibition), and secondary deficits in reading comprehension; and

WHEREAS, reading difficulties can be attributed to many medical and/or environmental sources and some reading difficulties are due to inadequate resources or lack of stimulation in the home reading environment; and

WHEREAS, studies have shown that low income children are at risk of hearing 32 million fewer words than their high-income peers by age four, which can significantly impact later reading ability; and

WHEREAS, a healthy home literacy environment consists of access to literacy resources and the frequency of shared or quality reading between the parent and child, which can aid in overcoming limitations that could be imposed by aspects of a child's socioeconomic status; and

WHEREAS, research conducted by Dr. John Hutton, a pediatrician at Cincinnati Children's Hospital, has shown positive associations between a home literacy environment and the activation of regions within the developing brain that support mental imagery and the comprehension of stories; and

WHEREAS, children's books are integral in promoting language and brain growth; and

WHEREAS, during the month of March, representatives of Cincinnati Children's Hospital Medical Center, Dr. John Hutton and Paige Greenwood, Neuroscience Doctoral Candidate, plan to hold a seminar on reading and its relationship to brain development with strategies for parents on how to utilize literacy resources for their children; and

WHEREAS, Ms. Greenwood is also planning a drive with the help of local organizations such as Blue Manatee Literacy Project, the Public Library of Cincinnati and Hamilton County, the Literacy Network of Greater Cincinnati, Cincinnati Alumnae Chapter of Delta Sigma Theta Sorority, Inc., Read Aloud, and the Central Parkway YMCA for children at College Hill Fundamental Academy, a Cincinnati Public School; and

WHEREAS, Ms. Greenwood plans to engage 6<sup>th</sup> grade students at College Hill Fundamental Academy by hosting a reading competition, where students would track the books they read for potential prizes; and

WHEREAS, City Council encourages parents in the Greater Cincinnati region to participate in the 21-day reading challenge with Read Aloud which encourages them to read to their children and post to social media; and

WHEREAS, the support of the Cincinnati City Council will be beneficial in promoting Reading Awareness Month at a local level; now, therefore,

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

Section 1. That the Mayor and City Council hereby join with organizations such as Read Aloud, Blue Manatee Literacy Project, Cincinnati Children's Hospital Medical Center, Cincinnati Alumnae Chapter of Delta Sigma Theta Sorority, Inc., Cincinnati Public Schools, the Public Library of Cincinnati and Hamilton County, the Literacy Network of Greater Cincinnati, and the Central Parkway YMCA to recognize and promote Reading Awareness Month in Cincinnati as it is nationally recognized in the month of March.

Section 2. That a	opy of this resolution be spread upon the minutes of Council and the	ıat a
copy be provided to: Ms. l	aige Greenwood through the office of Councilmember Greg Landsn	nan.
Passed:	, 2020	
	John Cranley, Mayor	
Attest:		
Cle	k	

Submitted by Councilmember Greg Landsman



202001304

801 Plum Street, Suite 356 Cincinnati, Ohio 45202

Phone (513) 352-4610

Email david.mann@cincinnati-oh.gov Web www.cincinnati-oh.gov

David S. Mann

Vice Mayor / Councilmember

#### **MOTION**

I move that the city administration report on steps taken to date to enforce the provisions of Section 865-15 of the Municipal Code (copy attached) which prohibit operating a short term rental as a nuisance by exceeding the "maximum occupancy levels permitted pursuant to applicable building codes, housing codes, and fire codes" or by "incidents of criminal activity." The report should include information as to suspensions or revocations to date under Section 865-25 of the Municipal Code (copy attached) and recommendations for more effective enforcement of these restrictions including additional ordinances.

STATEMENT

As with much of the country, short term rentals in Cincinnati have been the scene of violence and parties which violate, not just COVID 19 guidelines, but the occupancy caps under city ordinances.

As the author of the city's short term rental registration laws, I am happy to report that the city has the tools, where needed, to revoke the permission which we grant to allow a short term rental even to operate.

We do not have to wait for Airbnb and other national companies to take action against guests who have violated the rules of these companies. We can proceed directly against the property owner if the property owner is complicit in the violations. The registration to operate can be revoked.

Sec. 856-15. - Avoidance of Nuisances.

No short term rental may be operated within the city so as to cause a nuisance. For the purposes of this section, three or more written citations or notices of violation for one or more of the following behaviors by transient guests of the short term rental in and around the vicinity of the short term rental in any one-year period shall establish a rebuttable presumption that a short term rental has been operated in a manner that causes a nuisance:

- (a) Incidents constituting a nuisance as defined by Cincinnati Municipal Code Section 761-1-N.
- (b) Incidents of failure to maintain noise standards per Cincinnati Municipal Code <u>Chapter 909</u>, "Community Noise."
- (c) Incidents of exceeding the maximum occupancy levels permitted pursuant to applicable building codes, housing codes, and fire codes.
- (d) Incidents of illegal parking of vehicles on private property.
- (e) Incidents of failure to abide by the requirements of Cincinnati Municipal Code Title XVI, "Neighborhood Quality of Life Uniform Code."
- (f) Incidents of criminal activity, including littering, trespass, public intoxication, overdose, vandalism, and lewd and lascivious behavior, including one or more of the criminal activities listed in <u>Section 856-13</u>.

(Ordained by Ord. No. 0125-2019, eff. July 1, 2019)

Sec. 856-25. - Suspension, Revocation, and Penalties.

- (a) Failure to comply with the conditions of operating a short term rental established in <u>Section 856-9</u> of this chapter, existence of any of the grounds for denial of application established in <u>Section 856-13</u>(a) and (b) of this chapter, or allowing a nuisance to exist at the short term rental as described and defined in <u>Section 856-15</u> of this chapter, may result in the suspension or revocation of a short term rental registration as follows:
  - (1) The city manager may suspend a registration if an operator fails to bring its short term rental into compliance with this chapter within fifteen days following the issuance of written notice of a violation. An operator may not operate the short term rental associated with the registration or hold it out for rent during a period of suspension.
  - (2) The city manager or his or her designee shall reinstate a suspended registration once the operator restores its short term rental to compliance with the provisions of this chapter and pays a reinstatement fee as necessary to recover the cost and expense of administering the city's short term rental program registry.
  - (3) The city manager may revoke a registration if an operator fails to bring its short term rental into compliance with the conditions established in this chapter within thirty days following the issuance of written notice of a violation. An operator may not operate the short term rental associated with the registration or hold it out for rental during a period of revocation.
  - (4) Prior to or following a suspension or revocation, an operator may provide proof to the city manager or

- his or her designee establishing to the satisfaction of the city manager or his or her designee that the short term rental did not operate in violation of the provisions of this chapter cited as the reason for the suspension or revocation, in which case the registration shall be reinstated without the payment of a reinstatement fee.
- (5) Prior to or following a suspension or revocation, an operator may provide a plan to the city manager or his or her designee to achieve substantial compliance with a provision of this chapter when achieving strict compliance with the provision would impose practical difficulties. If the city manager or his or her designee determines the plan is viable and accomplishes the spirt and intent of the provision it is designed to address, then the execution of the plan shall constitute compliance with the provision at issue.
- (6) Except as provided in subsection (a)(4), a registration may not be reinstated for twelve months following its revocation date, and the short term rental associated with a revoked registration may not be operated as a short term rental during the twelve-month waiting period. In addition, no operator associated with a revoked registration and no natural person with authority to exercise control over the operator or holding an ownership interest or beneficial interest in the operator may apply for a new registration for a short term rental during the same twelve-month period.
- (b) Failure to obtain a short term rental registration prior to holding a short term rental out for rent to the public or operating a short term rental shall constitute a Class C civil offense on the first day, and having once been notified under CMC <u>Section 1501-13</u>, "Notice of Civil Offense and Civil Fine; Procedures," each additional day that the dwelling unit is operated, or held out to the public, as a short term rental shall constitute a separate, subsequent Class D civil offense.
- (c) Operation of a short term rental in violation of the limitations on short term rentals established in <u>Section 856-15</u> or the limitations on owners and operators of short term rentals established in <u>Section 856-17</u> of this chapter shall constitute a Class D civil offense and may result in the revocation of the short term rental registration for the applicable properties.
- (d) Failure to provide the active registration number associated with a short term rental on any listing advertising or soliciting the unit shall constitute a Class A civil offense on the first day, and having once been notified under CMC Section 1501-13, "Notice of Civil Offense and Civil Fine; Procedures," each additional day that an operator fails to provide the active registration number associated with the short term rental on any listing through which the unit is held out for rent to the public shall constitute a separate, subsequent Class A civil offense.
- (e) Failure of a hosting platform to comply with <u>Section 856-23</u>, "Short Term Rental Platform Obligations," of this chapter shall constitute a Class C civil offense on the first day, and having once been notified under CMC\_Section 1501-13, "Notice of Civil Offense and Civil Fine; Procedures," each additional day that the short term rental is operated or held out to the public for rental shall constitute a separate, subsequent Class D civil offense.

(Ordained by Ord. No. 0125-2019, eff. July 1, 2019)

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Date: August 27, 2020

To:

Councilmember Mann

From:

Andrew W. Garth, Interim City Solicitor

Subject:

Resolution - Reverse United States Postmaster General Reduction of

Services in Branches

Transmitted herewith is a resolution captioned as follows:

URGING Ohio Congressional members Senator Sherrod Brown, Senator Rob Portman, Representative Steve Chabot, and Representative Brad Wenstrup to reverse the decision of the United States Postmaster General to reduce services provided in post office branches.

AWG/CFG/(lnk) Attachment 318643

RESOLUTION NO.	- 2020

**URGING** Ohio Congressional members Senator Sherrod Brown, Senator Rob Portman, Representative Steve Chabot, and Representative Brad Wenstrup to reverse the decision of the United States Postmaster General to reduce services provided in post office branches.

WHEREAS, the United States Postal Service ("Postal Service") has recently announced drastic reductions in hours of operation for numerous post office branches in the City of Cincinnati; and

WHEREAS, the following post office branches are located in the City of Cincinnati: Avondale; Burnet Woods; Cincinnati (Main Branch); College Hill; Corryville; Donald L. Marrs; Hyde Park; Lockland; Main Office Finance Station; Mount Healthy; Mount Washington; Murray; Oakley; Price Hill; Queen City; Roselawn; Sayler Park; Walnut Hills; Western Hills; and Westwood; and

WHEREAS, these reductions in hours greatly inconvenience the use of the Postal Service by the City's citizens and businesses, resulting in the self-fulfilling prophecy that post offices lack sufficient business volume; and

WHEREAS, the City is also affected as many citizens use the Postal Service to transact business with the City, and satisfy their financial obligations; and

WHEREAS, local post office branches report that they are not being adequately supplied to meet service needs, resulting in customers avoiding use of the branches and thus creating the self-fulfilling prophecy that post office branches lack sufficient business to remain open; and

WHEREAS, voting by mail is a safe method for exercise of the duty to vote, especially during a time of pandemic when the City's elderly citizens are at greatest risk of contracting COVID-19; and

WHEREAS, in times of isolation, the City's elderly citizens have limited options for communication, and local post office branches fulfill essential social and well-being functions; now, therefore,

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

Section 1. That the Mayor and this Council urge Ohio Congressional members Senator Sherrod Brown, Senator Rob Portman, Representative Steve Chabot, and Representative Brad Wenstrup to reverse the decision of the United States Postmaster General to reduce services in post office branches.

Section 2. That a copy of this resolution be spread upon the minutes of Council and that a copy be delivered to Senator Sherrod Brown, 425 Walnut Street, Suite 2310, Cincinnati, Ohio 45202; Senator Rob Portman, 312 Walnut Street, Suite 3425, Cincinnati, Ohio 45202; Representative Steve Chabot, 441 Vine Street, Suite 3003, Cincinnati, Ohio 45202; and Representative Brad Wenstrup, 7954 Beechmont Avenue, Suite 200, Cincinnati, Ohio 45255.

, 2020		
	Mayor	
<del></del>		

Submitted by Councilmember David Mann

#### EMERGENCY

## City of Cincinnati An Ordinance No.

KKF AWL

- 2020

**DECLARING** that Dana Avenue between Victory Parkway and Madison Road shall hereby receive the honorary, secondary name of William J. Keating Way in memory of William J. Keating and in recognition of his many contributions and dedication to the City of Cincinnati.

WHEREAS, William J. Keating was born in Cincinnati in 1927 to parents Charles and Adele Keating; and

WHEREAS, William J. Keating attended local St. Xavier High School where he was an All-American swimmer, and he attended the University of Cincinnati for both his undergraduate degree and law school; and

WHEREAS, Mr. Keating served in the United States Navy during World War II; and

WHEREAS, Mr. Keating served as a Cincinnati Councilmember, a United States Congressman for the First District from 1967-1970, and a judge for both the Cincinnati Municipal Court and the Hamilton County Court of Common Pleas; and

WHEREAS, Mr. Keating was a founder of the venerable Keating, Muething & Klekamp law firm; and

WHEREAS, Mr. Keating was the owner and CEO of the Cincinnati Enquirer, the leading newspaper and news outlet in Cincinnati for decades, and he held executive positions with the Associated Press and Gannett Co., Inc.'s newspaper division; and

WHEREAS, in 2001, Mr. Keating was named a Great Living Cincinnatian, and in 2009 was inducted into the Greater Cincinnati & Northern Kentucky Business Hall of Fame; and

WHEREAS, Mr. Keating passed away on May 20, 2020; now, therefore,

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

Section 1. That Dana Avenue between Victory Parkway and Madison Road shall hereby receive the honorary, secondary name of William J. Keating Way by legislative action of the Mayor and City Council in memory of William J. Keating and in recognition of his many contributions and dedication to the City of Cincinnati and its citizens.

Section 2. That the appropriate City officials are hereby authorized to do all things necessary and proper to implement the provisions of Section 1 herein, including the generation and installation of appropriate secondary street signage, which shall designate Dana Avenue between Victory Parkway and Madison Road as William J. Keating Way in accordance with the Department of Transportation and Engineering's procedures relating to street designation and related signage.

Section 3. That a copy of this ordinance be sent to the family of William J. Keating via the office of Councilmember Jeff Pastor.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to allow the Department of Transportation and Engineering to move forward with the administrative requirements needed to construct and implement the secondary signage at the designated location.

Passed:	, 2020	
		John Cranley, Mayor
Attest:	<del></del>	



**Date:** August 20, 2020

To:

Councilmember Jeff Pastor

From:

Andrew W. Garth, Interim City Solicitor

Subject:

Emergency Ordinance - Honorary Street Name William J. Keating Way

Transmitted herewith is an ordinance captioned as follows:

**DECLARING** that Dana Avenue between Victory Parkway and Madison Road shall hereby receive the honorary, secondary name of William J. Keating Way in memory of William J. Keating and in recognition of his many contributions and dedication to the City of Cincinnati.

AWG/KKF/(lnk) Attachment 315715



Date: August 27, 2020

To:

Councilmember Jeff Pastor

From:

Andrew W. Garth, Interim City Solicitor

Subject:

Resolution - Cincinnati Bell Connector Success Responsibility

Transmitted herewith is a resolution captioned as follows:

**EXPRESSING** Cincinnati City Council's belief that the degree to which the Cincinnati Bell Connector succeeds or fails is the responsibility of the City of Cincinnati Administration, the Mayor, and City Council; and ENCOURAGING the City Administration, the Mayor, and this Council to take the necessary steps to ensure the success of and safeguard the taxpayers' investment in the Cincinnati Bell Connector.

AWG/CFG(lnk) Attachment 319417

CFG BWL

RESOLUTION NO.	-2020

**EXPRESSING** Cincinnati City Council's belief that the degree to which the Cincinnati Bell Connector succeeds or fails is the responsibility of the City of Cincinnati Administration, the Mayor, and City Council; and ENCOURAGING the City Administration, the Mayor, and this Council to take the necessary steps to ensure the success of and safeguard the taxpayers' investment in the Cincinnati Bell Connector.

WHEREAS, the success or failure of the Cincinnati Bell Connector is the responsibility of the City of Cincinnati Administration, the City Manager, the Mayor, and the City Council; and

WHEREAS, Council wishes to encourage the City Administration to take necessary actions to study and possibly implement steps to ensure the success of, and protect taxpayer investment in, the Cincinnati Bell Connector, such as by establishing a board to run the Cincinnati Bell Connector, finding an independent funding source, and improving and expanding the service of the Cincinnati Bell Connector; now, therefore,

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

Section 1. That this Council hereby expresses its belief that the degree to which the Cincinnati Bell Connector succeeds or fails is the responsibility of the City Administration, the Mayor, and City Council.

Section 2. That this Council hereby encourages the City Administration, the Mayor, and its members to take the necessary actions to study and possibly implement the following steps in order to ensure the success of and safeguard the taxpayers' investment in the Cincinnati Bell Connector:

- Remove politics by forming a nonprofit board to run the Cincinnati Bell Connector using best practices;
- Identify an independent funding source approved by voters of the area directly served by the Cincinnati Bell Connector;

- 3. Speed up service to make the Cincinnati Bell Connector a transportation option of choice; and
- 4. Expand the system beyond downtown and Over-the-Rhine in order to fulfill this body's commitment to connecting and growing Cincinnati.

Section 3. That this resolution be spread upon the minutes of Council.

Passed:		, 2020	
			John Cranley, Mayor
Attest:		-	
C	lerk		

Submitted by Councilmember Jeff Pastor



**Date:** August 31, 2020

202001427

To: Councilmember Jeff Pastor

From: Andrew W. Garth, Interim City Solicitor

**Subject:** Resolution – Creation of Transportation Development Districts

Transmitted herewith is a resolution captioned as follows:

**EXPRESSING** the City of Cincinnati's strong support for the creation of Transportation Development Districts ("TDDs") in the State of Ohio; URGING that the Ohio General Assembly pass legislation to enable the creation of TDDs in the State of Ohio; EXPRESSING support for TDDs that may be utilized to fund, promote, plan, design, construct, improve, maintain, and operate transportationrelated projects; EXPRESSING support for working with projects that include bridges, streets, roads, highways, access roads, interchanges, intersections, signing, signalization, parking lots, bus stops, stations, garages, terminals, hangars, shelters, rest areas, docks, wharfs, lake or river ports, airports, railroads, light rail, other mass transit and any similar or related improvement of infrastructure; EXPRESSING support for forming a board of directors who will possess and exercise all of the district's legislative and executive powers, after qualified district voter approval; EXPRESSING support for TDDs to contract with the Ohio Department of Transportation ("ODOT") or the local transportation authority to receive revenue from the district to apply to project costs; further ENCOURAGING the Ohio General Assembly to create TDDs that have the necessary authority to implement and fund transportation projects; and REAFFIRMING that the City of Cincinnati is a city that supports robust transportation infrastructure improvement programs.

AWG/KMB(lnk) Attachment 319530



RESOLUTION NO.	- 2020
KESOLUTION NO.	- 2020

EXPRESSING the City of Cincinnati's strong support for the creation of Transportation Development Districts ("TDDs") in the State of Ohio; URGING that the Ohio General Assembly pass legislation to enable the creation of TDDs in the State of Ohio; EXPRESSING support for TDDs that may be utilized to fund, promote, plan, design, construct, improve, maintain, and operate transportation-related projects; EXPRESSING support for working with projects that include bridges, streets, roads, highways, access roads, interchanges, intersections, signing, signalization, parking lots, bus stops, stations, garages, terminals, hangars, shelters, rest areas, docks, wharfs, lake or river ports, airports, railroads, light rail, other mass transit and any similar or related improvement of infrastructure; EXPRESSING support for forming a board of directors who will possess and exercise all of the district's legislative and executive powers, after qualified district voter approval; EXPRESSING support for TDDs to contract with the Ohio Department of Transportation ("ODOT") or the local transportation authority to receive revenue from the district to apply to project costs; further ENCOURAGING the Ohio General Assembly to create TDDs that have the necessary authority to implement and fund transportation projects; and REAFFIRMING that the City of Cincinnati is a city that supports robust transportation infrastructure improvement programs.

WHEREAS, transportation systems are central to the movement of people, goods and services within the State of Ohio; and

WHEREAS, demands for transportation improvements have greatly outpaced the funds available to meet them; and

WHEREAS, in response to this demand, the Ohio General Assembly and Ohio Department of Transportation have established various mechanisms for successful public-public and public-private partnerships; and

WHEREAS, the Ohio General Assembly authorized the creation of Transportation Improvement Districts ("TIDs") through Ohio Revised Code Chapter 5540 as a mechanism to raise revenue for the repair of roads, highways, and bridges within a defined geographic area; and

WHEREAS, these TIDs are public-public and public-private partnerships that expand financing options for transportation projects that serve a public purpose, including highway and rail projects, transit equipment, air and water transportation facilities, and elderly and/or handicapped vehicles; and

WHEREAS, Transportation Development Districts ("TDDs") are a separate political subdivision of the state that may be created for the purpose of issuing bonds, levying taxes, and applying special assessments or tolls to finance transportation-related improvement projects that would not interfere with a TID; and

WHEREAS, the benefits to a project assisted by these TDD partnerships may include inflation cost savings, early economic and public benefits, financing tailored to the project's needs, and a reduced cost of project financing; now, therefore,

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

Section 1. That the Mayor and this Council strongly support the creation of Transportation Development Districts ("TDDs") in the State of Ohio to fund, promote, plan, design, construct, improve, maintain, and operate transportation-related projects.

Section 2. That the Mayor and this Council support TDDs to work with projects that include bridges, streets, roads, highways, access roads, interchanges, intersections, signing, signalization, parking lots, bus stops, stations, garages, terminals, hangars, shelters, rest areas, docks, wharfs, lake or river ports, airports, railroads, light rail, other mass transit and any similar or related improvement of transportation infrastructure.

Section 3. That the Mayor and this Council encourage the Ohio General Assembly to empower the TDDs to: fund, promote, plan, design, construct, improve, maintain, and operate one or more projects or assist in doing so and be a political subdivision of the state; work with projects that include bridges, streets, roads, highways, access roads, interchanges, intersections, signing, signalization, parking lots, bus stops, stations, garages, terminals, hangars, shelters, rest areas, docks, wharfs, lake or river ports, airports, railroads, light rail, other mass transit, and any similar or related improvement of infrastructure; form a board of directors who will possess and exercise all of the district's legislative and executive powers, after qualified district voter approval; contract with the Ohio Department of Transportation ("ODOT") or the local transportation authority to receive revenue from the district to apply to project costs; increase or decrease the number of projects it is authorized to complete, subject to voter approval, or modify a project subject to ODOT or local transportation authority approval; levy special assessments,

after qualified district voter approval; impose a property tax of 10 cents/\$100 assessed valuation, after district voter approval; impose a sales tax not to exceed one percent (1%), after qualified district voter approval; collect tolls or fees on appropriate highways and roads, following qualified district voter approval; incur contract and liabilities appropriate to its purpose; purchase land or receive contribution of land and cash for project right-of-way; limit and control access from adjacent property to a district project; sell and convey excess right-of-way for fair market value to any person or entity; contract with a federal agency, state agency, political subdivisions of the state, ODOT, a local transportation authority, a corporation, partnership, or individual regarding funding, promotion, planning, designing, constructing, improving, maintaining or operating a project; contract with ODOT or a local transportation authority to transfer the project to them free of cost; sue and be sued in its name, and receive service of process; fix compensation of its employees and contractors, with competitive bidding practices for contracts in excess of \$5,000, and award contracts based on lowest and best standards; purchase property necessary or convenient for its activities, with competitive bidding practices for purchases in excess of \$1,000, and award purchases based on lowest and best standards; collect and disburse funds for its activities; condemn land for a project, upon prior approval by ODOT or the local transportation authority, per the Ohio Revised Code; obtain insurance, the cost of which will be charged to the project, to protect itself, its officers and its employees, against loss of real or personal property of any kind; require contractors to obtain liability insurance, also naming the district, its directors and employees as insured; self-insure if economically unfeasible to purchase insurance or if it has sufficient funds to cover anticipated judgments; pay for costs of an audit by the state auditor, occurring no less than once every three years; and exercise other powers necessary or convenient for the district to accomplish its purposes.

Section 4. That the Mayor and this Council reaffirm that the City of Cincinnati is a city that supports and encourages transportation infrastructure improvement programs.

Section 5. That this resolution be spread upon the minutes of Council and copies sent to Governor Mike DeWine; Speaker of the Ohio House of Representatives Robert R. Cupp; Ohio Senate President Larry Obhof; all of the members of the Cincinnati delegation of the Ohio General Assembly; and the Ohio Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223.

Passed:	, 2020	
		John Cranley, Mayor
Attest:	Clerk	

Submitted by Councilmember Jeff Pastor



**Date:** August 31, 2020

To:

Councilmember Jeff Pastor

From:

Andrew W. Garth, Interim City Solicitor

Subject:

Resolution - 13th Amendment

20201428

Transmitted herewith is a resolution captioned as follows:

**RECOGNIZING** that the practice of involuntary servitude of the duly convicted is both heinous and inhumane; and URGING the members of the Ohio General Assembly and the United States Congress to take action to remove the phrase from the United States Constitution.

AWG/LES(lnk) Attachment 319442

## 

**RECOGNIZING** that the practice of involuntary servitude of the duly convicted is both heinous and inhumane; and URGING the members of the Ohio General Assembly and the United States Congress to take action to remove the phrase from the United States Constitution.

WHEREAS, the Thirteenth Amendment to the United States Constitution states that "Neither slavery nor involuntary servitude, except as a punishment for crime whereof the party shall have been duly convicted, shall exist within the United States, or any place subject to their jurisdiction"; and

WHEREAS, the phrase "except as a punishment for crime whereof the party shall have been duly convicted" has allowed the practice of involuntary servitude to continue since the passage of the Thirteenth Amendment in 1865; and

WHEREAS, the practice of involuntary servitude of the duly convicted is both heinous and inhumane; now, therefore,

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

Section 1. That the Mayor and Council of the City of Cincinnati expresses their support for the removal of the phrase "except as a punishment for crime whereof the party shall have been duly convicted" from the Thirteenth Amendment to the United States Constitution.

Section 2. That the Mayor and Council urge the members of the Ohio General Assembly and the United States Congress to take action to remove the phrase from the United States Constitution.

Section 3. That this resolution be spread upon the minutes of Council and that copies be sent to Governor Mike DeWine; Lieutenant Governor Jon Husted; Speaker of the Ohio House of Representatives Robert R. Cupp; Senate President Larry Obhof; Senate Minority Leader Kenny Yuko; State Senator Steve Wilson; State Senator Cecil Thomas; State Senator Lou Terhar; House Minority Leader Emilia Sykes; State Representative Bill Seitz; State Representative Catherine Ingram; State Representative Thomas Brinkman; State Representative Brigid Kelly; State

Representative Sedrick Denson; State Representative	e Jessica Miranda, U.S. Representative Steve
Chabot; and U.S. Representative Brad Wenstrup.	
Passed, 2020	
	John Cranley, Mayor
Attest:	
Submitted by Councilmember Jeff Pastor	



801 Plum Street, Suite 354 Cincinnati, Ohio 45202

Phone (513) 352-5270 Fax (513) 352-5287

Email pg.sittenteld@cincinnari-oh.gov

Web www.cincinnati-ob.gov

P.G. Sittenfeld

Conneilmember

August 17, 2020

#### MOTION

**WE MOVE** that Findlay Playground - which was closed and gated for a period of nearly two years due to safety concerns - should be a flourishing, shared public space that increases safety, quality of life, and recreational opportunities for the surrounding community.

**WE FURTHER MOVE** that with the recent re-opening of Findlay Playground, in order to ensure a successful, sustainable, equitable future, that the City Council supports and commits to investing in a course of action which includes and accomplishes the following:

- Uses Downtown/OTR TIF dollars leveraged against other funds, including new market tax credits and private philanthropy to repair, revitalize, and upgrade the park portion of the Findlay Playground property
- Prioritizes in addition to Findlay Playground a new, improved Over-the-Rhine Recreation Center and a revitalized Grant Park
- Establishes a plan for programming these vital public spaces (while recognizing that TIF dollars are not eligible for operating expenses)
- Creates an agreement between the Cincinnati Recreation Commission and a development manager to execute the project (including its financial, design, construction, and tax credit components)
- Ensures an outcome that is equitable and that reflects a community-driven vision by establishing a diverse, inclusive Steering Committee comprised of representatives from each of the following groups:
- Over-the-Rhine Community Council (2)
- Residents from immediately around Findlay Playground and Grant Park, with a focus on longtime residents (2)
- Cincinnati Recreation Commission (1)

#### COMMITTEES



801 Plum Street, Suite 354 Cincinnati, Ohio 45202

Phone (513) 352-5270 Fax (513) 352-5287

Email pg.sittenfeld@cincinnati-oh.pov Web www.cincinnati-oh.gov

#### P.G. Sittenfeld

Conneilmember

- Cincinnati City Council (1)
- City of Cincinnati Administration (1)
- Downtown Residents Council (1)
- Cincinnati Health Commission (1)
- Our Daily Bread (1)
- Affordable Housing Organization (1)
- Developer with deep experience in and connection to the neighborhood (1)
- Over-the-Rhine Chamber of Commerce (1)
- Findlay Market (1)

Council Member P.G. Sittenfeld

PG Sitterfold

COMMITTEES



801 Plum Street, Suite 354 Cincinnati, Ohio 45202

Phone (513) 352-5270 Fax (513) 352-5287

Email pg.sittenfeld@cincinnati-oh.gov Web www.cincinnati-oh.gov

202001200

P.G. Sittenfeld
Councilmember

August 4, 2020

#### MOTION

**WE MOVE** that the City Administration prepare and provide a report regarding the feasibility of installing a stop sign on Heekin Avenue at or near the intersection of Heekin Avenue and Bouton Street in Linwood in order to address speeding and vehicular collisions.

**WE FURTHER MOVE** that the City Administration make a recommendation on a safe, effective mitigation effort, either through the installation of a stop sign, or a different solution that creates a safer environment along Heekin Avenue.

Council N	Member P.G. Sittenfeld
	·

#### **STATEMENT**

Residents of the Linwood along and near Heekin Avenue have expressed concerns regarding dangerous traffic conditions that have led to numerous vehicular collisions. City Council is committed to policies, as well as infrastructure and engineering techniques, that ensure safe vehicular traffic travel that protects residents, pedestrians, and vehicular drivers and passengers. While stop signs may not be appropriate in all circumstances, it is imperative that the City Administration examine all avenues to addressing dangerous vehicular traffic travel - and City Council is supportive of the use of stop signs in such situations where it is determined to appropriately address these concerns.

Cal-Referrel

Neishborhoods Committee

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801 Plum Street, Suite 354 Cincinnati, Ohio 45202

Phone (513) 352-5270 Fax (513) 352-5287

Email pg.sittenfeld@cincinnati-oh.gov Web www.cincinnati-oh.gov

P.G. Sittenfeld

Councilmember

August 4, 2020

#### **MOTION**

WE MOVE that the City Administration prepare a report on the feasibility of implementing a Parklet Program utilizing City-controlled right of way for Cincinnati restaurants looking to expand outdoor dining throughout the duration of the pandemic and beyond. Parklets would be procured, owned, and operated by local businesses for enhanced dining operations, and the City would collect revenue associated with the use of the right of way.

_	Council Member 1	P.G. Sittenfeld	
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#### **STATEMENT**

As a result of restrictions required due to the COVID-19 pandemic, the City of Cincinnati and local restaurants have implemented creative solutions to ensure ongoing operations for our city's beloved restaurant scene, mostly recently with the Reignite Cincy: Temporary Outdoor Dining program. As part of an ongoing effort to reimage the use of the public right of ways for public use, implementing a Parklet Program modeled after those in Portland, Maine and New York City - would assist local restaurants, enhance the streetscape, and dedicate more public space that is currently reserved for vehicular traffic.

Cal-Reformal
Neighborhoods Committee
Celle

Examples of Parklets in New York City and Portland, Maine





Cal-Reform

Veighborhoods committee

Clay



Date: August 27, 2020

To:

Councilmember P.G. Sittenfeld

From:

Andrew W. Garth, Interim City Solicitor

Subject:

Resolution - Supporting United States Postal Service

Transmitted herewith is a resolution captioned as follows:

**EXPRESSING** Cincinnati City Council's belief that the United States Congress must provide the United States Postal Service sufficient funding for operations, and that United States Postal Service Postmaster General Louis DeJoy must reverse disastrous policy and administrative directives designed to delay mail processing and delivery; and further OPPOSING the removal of United States Postal Service boxes from the City of Cincinnati.

AWG/ZDS/(lnk) Attachment 319240



RESOLUTION NO.	- 2020

**EXPRESSING** Cincinnati City Council's belief that the United States Congress must provide the United States Postal Service sufficient funding for operations, and that United States Postal Service Postmaster General Louis DeJoy must reverse disastrous policy and administrative directives designed to delay mail processing and delivery; and further OPPOSING the removal of United States Postal Service boxes from the City of Cincinnati.

WHEREAS, the United States Postal Service's mission is to "provide the nation with reliable, affordable, universal mail service"; and

WHEREAS, for over 200 years the United States Postal Service has executed that mission diligently; and

WHEREAS, over 600,000 United States Postal Service employees work every day to ensure our nation's mail is delivered safely, securely, and efficiently; and

WHEREAS, the United States Postal Service is a key partner for families, businesses, nonprofits, and local governments in delivering letters, goods, medicine, paychecks, and social security checks; and

WHEREAS, the United States Postal Service has historically ensured Americans have an opportunity to participate in the electoral process, by receiving and delivering absentee ballot applications and absentee ballots; and

WHEREAS, in the midst of the COVID-19 pandemic, the United States Postal Service will play an enhanced role in facilitating the safe and timely casting of ballots during the 2020 General Election, due to the ongoing concerns related to in-person gathering; and

WHEREAS, in typical election cycles, nearly 25 percent of Ohioans choose to cast their ballots via the absentee ballot process, and with the onset of COVID-19 pandemic, those numbers can be expected to be dramatically higher in the 2020 General Election; and

WHEREAS, United States Postal Service Postmaster General Louis DeJoy has implemented new policy and administrative directives causing significant delays in mail processing and delivery, including the shutdown of mail processing equipment, the understaffing of USPS personnel, and removal of postal drop boxes in communities across the country; and

WHEREAS, if the United States Congress fails to sufficiently fund United States Postal Service operations, and Postmaster General DeJoy refuses to reverse disastrous policy measures, voters in Cincinnati may be disenfranchised in the 2020 General Election, and the continued delay

of letters, goods, and medicine will further harm the health and well-being of Cincinnatians; now, therefore,

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

Section 1. That City Council expresses its belief that the United States Congress must provide the United States Postal Service sufficient funding for operations, and that United States Postal Service Postmaster General Louis DeJoy must reverse draconian policy measures designed to delay mail processing and delivery.

Section 2. That City Council opposes the removal of United States Postal Service boxes within the City of Cincinnati.

Section 3. That this resolution be spread upon the minutes of Council and that the office of Councilmember P.G. Sittenfeld will transmit copies of this resolution to Senator Rob Portman, Senator Sherrod Brown, Representative Steve Chabot, Representative Brad Wenstrup, and the Consumer Affairs Division of the United States Postal Service.

Passed:		, 2020		
		_	John Cranley, Mayor	
Attest:	Clerk	<del></del>		

Submitted by Councilmember P.G. Sittenfeld

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.

#### To City of Cincinnati Council Members:

It has come to my attention that the city has passed a resolution expanding funding for the Reading Road Bus Only Lane Program as proposed by P.G. Sittenfeld as referenced above. The North Avondale Neighborhood Association and the North Avondale Business Association were not informed of your intentions, plans, surveys, meetings and/or proceedings in this regard, and have therefore been denied a chance to participate in the decision to alter traffic patterns in our neighborhood.

We in North Avondale are currently active in a North Avondale Reading Road Urban Design Plan that impacts our business district traffic patterns and specifically the problematic intersection of Paddock and Reading. Any changes to the traffic patterns resulting from a Bus Only Lane would need to be considered carefully in our plans and we therefore request to be included in future meetings to provide neighborhood input regarding proposed changes.

#### Respectfully

Michael Caporale, President NABA North Avondale Business Association.



Phone (513) 352-3640

Betsy.Sundermann@cincinnati-oh.gov

### **Betsy Sundermann**

Cincinnati City Councilmember

### August 31, 2020

#### MOTION

**WE MOVE** that in the upcoming renegotiation of the Collective Bargaining Agreement (CBA) with the Fraternal Order of Police (FOP), the funding to the Cincinnati Police Department (CPD) not be reduced by the Administration.

Betsy Sundermann

#### STATEMENT

The CPD has been one of the leading police departments in the country in adapting and adopting practices to best suit the needs of the communities it serves. The Collaborative Agreement (CA) and the community policing policies they have adapted have led to a decrease in crime rates throughout the city, and in fact the city had consecutive years of the lowest violent crime rates on record in 2018 and 2019 (per Law and Safety Committee Violent Crime Update January 1 – July 31, 2020, presented by Lieutenant Colonel Paul Neudigate). According to the RAND Corporation (2007) and the 8 Can't Wait project by Zero Campaign (2020), both independent organizations, CPD has been achieving the goal of minimalizing racial bias in policing is a perfect 8/8 on policies designed to "reduce killings and save lives", with only Denver, St. Louis, San Francisco achieving those same goals.

As the COVID-19 pandemic has set in, CPD needs their resources and funding more than ever. Having had to quickly adapt to the new circumstances and rapidly implement innovative procedures to effectively police throughout the duration of the pandemic, as well as maintain safety as best as possible for the city and its citizens during the riots, now is certainly not the time to be cutting back on their funding.

The CPD has, for the last 19 years, shown time and time again their commitment to transparency, cooperation with communities, and fair policing and those results have been independently tested and verified. Barring the unpredictable COVID-19 outbreak and a year that has seen increased violence across the country and particularly in Cincinnati, there had been a clear and caused decline in violence in our city. Voting yes is supporting the efforts of our city police to make our communities demonstrably safer and shows our commitment to supporting these downward trends they have instigated.



Phone (513) 352-3640 Email Betsy.Sunderma

Betsy.Sundermann@cincinnati-oh.gov

## **Betsy Sundermann**

Cincinnati City Councilmember

## August 31, 2020

#### MOTION

**WE MOVE** the City Administration direct the Department of Transportation and Engineering (DOTE) to conduct a parking analysis of the Madisonville Neighborhood Business District (generally highlighted area of the attached map). The data should include – as closely as possible – the number of public and private parking spots available in the immediate, walkable area after phases I, II, and III of the Ackerman Group's (developer) project at Madison & Whetsel are completed.

Betsy Sundamann
Betsy Sundermann

#### STATEMENT

As this development has progressed, parking has become a primary issue of contention between the developer and the community's expectations. Many community members have voiced their concerns about a lack of parking in their developing business district upon the completion of the multi-phase project, and how the effected walkability/drivability could impact the ability of the businesses in the area to succeed and flourish. The addition of 306 residential housing units, through all phases, comes with the addition of only 313 private parking spaces and 15 public parking spaces (reference council document #202000373 report – *Madison and Whetsel Development Status*). As such, community members are concerned that residential parking overflow and increased traffic to the area will result in a lack of open parking for local businesses and a lack of parking turnover, as new residents could be using public parking spots.

This analysis should ascertain what constitutes adequate and plentiful parking for the area in order to ensure the local businesses are given the opportunity to succeed and grow, without worrying about the accessibility of their establishments. The parking analysis should also produce estimations of the necessary parking in order to be compared to the final plans of the development to determine if the parking will be sufficient or if more will be needed, based on current and projected parking usage.





Phone (513) 352-3640

mail Betsy.Sundermann@cincinnati-oh.gov

## **Betsy Sundermann**

Cincinnati City Councilmember

### August 31, 2020

#### MOTION

**WE MOVE** the City Administration prioritize the payoff of the \$50 million operating debt for emergency financing which was incurred by the City of Cincinnati for unforeseen and other necessary expenses that have arisen due to the COVID-19 pandemic.

Prioritization means earmarking any available closeout monies for the payment of the loan after the Funds Stabilization Policy distributions have been made to the General Fund Carryover Balance and Reserve for Weather and One Time Events per City Council Ordinance, then to the Economic Downturn Reserve Fund, Working Capital Reserves, and Additional Reserves.

STATEMENT

In previous years, Council has been able to use closeout monies for a variety of special and worthy one-time projects that were not necessarily funded in the budget. Since the budget has been devastated by the COVID-19 pandemic, it is most prudent for Council to establish a stabilization plan to secure a strong financial foundation for the City of Cincinnati going forward.

The City's Stabilization Funds Policy via Ordinance 0213-2019 established a Government Finance Officers Association (GFOA), which recommended a goal of 16.7% of general operating revenues to be set aside as reserves by FY2020, the actual reserve funding (i.e. Fund Balance) has hovered in the 10%-12% range during the past five years. Fund Balance is arguably the single most important financial metric to the Bond Rating Agencies and being able to show progress towards this policy goal is a critical factor for the City's credit ratings. It is reasonable to expect that a trend of decreasing fund balance will be a credit negative for the Rating Agencies and could lead to a downgrade. It is also reasonable to expect that an inability to make progress towards the City's policy could lead to negative credit pressure. Negative credit pressure - or a full downgrade - will increase the cost of funding for the City's entire capital program and decrease the City's capacity to fund capital in the future.

Although City Council adopted an amended Funds Stabilization Policy as noted above that adjusted the percentages of various components of the City's reserve accounts, the FY2020 projected fund balance was approximately 11.32%. This meets the minimum reserve of 10.0% that bond rating agencies expect but falls below the Funds Stabilization Policy of 16.7%.

The APPROVED FY2021 Budget Update is not structurally balanced as one-time sources were used to address the revenue shortfall due to the COVID-19 pandemic. Some one-time sources came from State and County CARES dollars. The other one-time source of revenue was a \$10.2 million emergency loan (the balance of \$39.8 million remaining in cash from the \$50 million line of credit) which is scheduled to be paid back using proceeds from the lease of the Cincinnati Southern Railway (CSR). Currently, the CSR revenue is utilized to finance critical capital and infrastructure restoration projects such as roads, city buildings, city parks, recreation and health facilities, sidewalks, and pedestrian safety improvements. The first projected interest payment in the amount of \$1,271,458.33 is scheduled to be paid on June 21, 2021 as part of the FY 2021 budget. If we pay off the \$50 million loan, we will have no other interest payments for these emergency funds.

(513) 352-3640

Betsy.Sundermann@cincinnati-oh.gov

## **Betsy Sundermann**

Cincinnati City Councilmember

202001431

August 31, 2020

#### MOTION

WE MOVE that the City Administration through the Department of Transportation and Engineering (DOTE) and Department of Community and Economic Development (DCED) explore the street closure and conversion to a pedestrian plaza on Epworth Avenue between Harrison Avenue and Montana Avenue in the Westwood neighborhood.

#### STATEMENT

With the recent renovation of the Westwood Town Hall Park, the Westwood neighborhood has been energized around the town square and the business district in the vicinity. The area is seeing much more programming and activation that is regularly drawing residents to events on site or nearby businesses like Madcap Education Center, West Side Brewing, Henke Winery and the soon-to-be Nation Kitchen + Bar.

A pedestrian plaza could also lower the cost incurred by community groups when hosting events like Westwood Second Saturday because it would not require them to secure permits to close streets and possibly fewer police officers would need to be detailed to the events. The plaza could also consider removable bollards at the ends of the street that would allow food trucks to be pulled in and parked for events while maintaining access for pedestrians, tents or booths.

Community engagement has already begun by Westwood Works and should continue by DOTE and DCED to ensure adequate access to and parking availability for Nation and Henke, as well as traffic patterns for streets that intersect Epworth.

DM- Calendar

181733432



801 Plam Street, Suite 349 Cincinnari, Ohio 45202

Phone (513) 352-4610.

1-mail david.maim@cincinnati-oh.gov

Web www.cmcmnati-oh.gov

202001432

David S. Mann

August 24, 2020

#### **MOTION**

**WE MOVE** that the City administration establish a task force aimed at solving the safety issues around Livingston Avenue. A multi-agency task force should be established, including Police, Building Inspection, Public Services, and Engineering, and outside agencies like the Port Authority for a comprehensive and sustainable approach.

Councilmember David Mann	Betsy Sundamann Councilmember Betsy Sundermann

### **Statement**

The area on Livingston, West of Linn Street has recently experienced many safety challenges including prostitution, drug dealing and violence that normal police operation cannot control because a solution must involve a multi-agency response. Some of the solutions may include:

- Divert Livingston Street traffic from Linn Street to Baymiller
- Consider PVO officer to observe Livingston/Linn Street camera for several months
- Add camera at Warner/Livingtston Streets
- Investigate citations for vacant building owners that are in disrepair
- Consider fencing off all building stoops to discourage loitering
- Consider blocking alley off Warner Street
- Ask Port Authority to release property they own for sale/renovation
- Ask city to remove all trash and non-city trash cans and replace with city cans
- Increase patrol of Livingston/Baymiller Streets
- Increase litter patrol and cleanup of streets and alleys.

General hees



202001429

## **MOTION**

August 31, 2020

We MOVE that the Administration declare the East Walnut Hills Two-way Conversion Project a FY22 Capital Priority Project, allowing it to receive full funding in the Capital Budget before it is introduced to Council.

The Community has worked with the City for years on this project which has received broad support and is ready to begin construction as early as next summer.

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w de la company	

Jan Harmon

109

City Hall, Room 348 801 Plum Street Cincinnati, Ohio 45202

Phone

(513) 352-3640

Betsy.Sundermann@cincinnati-oh.gov

202001430

# **Betsy Sundermann**

Cincinnati City Councilmember

August 31, 2020

# MOTION

**WE MOVE** that the City Administration create guidelines for consulting with community councils when Tax Increment Financing (TIF) funds are requested for development projects within their boundaries. City staff should ensure that appropriate community council representatives have been adequately briefed before a project is presented to City Council for consideration.

Betsy Sundermann

Jan-Michele Kearney

#### STATEMENT

Tax Increment Financing (TIF) districts often provide strategic gap funding for development projects throughout the City of Cincinnati. With the recent addition of TIF districts in most of Cincinnati's 52 neighborhoods, it's critical that community councils be granted an appropriate level of participation through city staff briefings and the option for expressing support or opposition in proposals which could use a portion of their district's funds.

# City of Cincinnati



Wendell Young
Councilman

202001435

August 31, 2020

#### MOTION

WE MOVE that the Administration amend the existing CRA agreement with 2347 Reading Road, LLC, an affiliate of Kingsley + Co., for its 2347 Reading Road hotel project to: (1) extend the project completion deadline through December 31, 2024, and (2) extend the outside tax year by which the abatement would commence through 2024.

Councilmember Wendell Young

Janidele Marney





#### **BACKGROUND**

Kingsley + Co., LLC, through <u>2347 Reading Road</u>, was awarded a CRA, ordinance No. 352-2018 on November 15, 2018. This CRA relates to the construction of a 113 room hotel at <u>2347 Reading Road</u> in Mt. Auburn for a new 73,450 square foot Comfort Inn at a construction cost of \$8,393,194.

Under the terms of this CRA Kingsley + Co., LLC, agreed to three special provisions in addition to the agreement with CPS. First, Kingsley + Co., LLC, agreed to a 50% VTICA one half of which would be designated for urban redevelopment in Mt. Auburn and the other half to affordable housing city wide. Second, Kingsley + Co., LLC, agreed to financially support a youth wellness program at William Howard Taft Elementary School. And third, Kingsley + Co., LLC, agreed that 64% of the new full-time employees would be paid at no less than \$15 per hour. Relative to overall employment, Kingsley + Co., LLC, committed to 17 new full-time employees at the hotel with a total annual payroll of \$550,000, five part time employees at a total payroll of \$140,000 and 120 construction jobs at a payroll of \$7.5 Million.

Under the terms of the CRA, this project was to be completed by September 31, 2019. The focus of the requested amendment is to address a new completion date necessitated by the challenges of Covid 19.



September 2, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: Marijuana-Only Warnings/Citations/Arrests Monthly Report, July 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 July 2020. A total of 17 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 Monthly Warnings

CC: Colonel Eliot K. Isaac, Police Chief

	July 2020, CMC 910-23; Marijuana Ordinance Violations														
	AGE BREAKDOWN					RACE	<u>NWO</u>								
	Α	В	С	D	1				В	W	0				
<u>District</u>	<u>18-25</u>	<u>26-35</u>	<u>36-45</u>	<u>46+</u>	Totals per District:			<u>White</u>	<u>Other</u>	Totals by Race:					
CBS					0					0					
Dst. 1	3	1			4		4			4					
Dst. 2		1			1		1			1					
Dst. 3		1		1	2		1	1		2					
Dst. 4	2	3	3		8		6	2		8					
Dst. 5		1		1	2			2		2					
All	5	7	3	2	17		12	5	0	17					



Date: September 02, 2020

To: Mayor and Members of City Council

From: Paula Boggs-Muething, Interim City Manager

Subject: Liquor License - New

#### FINAL RECOMMENDATION REPORT

OBJECTIONS: None

This is a report on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for the following:

APPLICATION: 5626289005

PERMIT TYPE: NEW CLASS: D5J

NAME: MASHED ROOTS LLC

DBA: MASHROOTS

5903 HAMILTON AV CINCINNATI, OH 45224

The City of Cincinnati Police Department, Department of Buildings & Inspections, Health Department, Cincinnati Recreation Commission, and Park Board have completed their investigations regarding this application and have not responded as of today's date.

Police Department Approval

David M. Laing, Assistant City Prosecutor

Law Department - Recommendation

Objection

No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: September 3, 2020



August 31, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: TAX INCENTIVE REVIEW COUNCIL STATUS OF PROPERTY TAX

AGREEMENTS YEAR END 2019

#### **BACKGROUND:**

The Tax Incentive Review Council (TIRC) held its annual meeting on June 25, 2020 to review the 2019 Period performance of companies granted property tax exemptions under Section 5709.85, 725, and 3735.672 of the Ohio Revised Code (ORC). The TIRC review determines whether businesses have complied with the terms of their agreement related to project investment and job retention/creation. The tax exemption agreements typically allow the company three years to achieve investment and job goals.

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

Attachment I reflects the minutes of the TIRC's 2020 Annual Meeting. Attachment II represents details of the 2019 year-end status of TIF Districts and TIF Projects. Attachment III represents details of the ORC 725 tax exemptions. Attachments IV, V, and VI reflect details of the 2019 CRA Tax Abatements.

#### PERFORMANCE OF TIF DISTRICTS AND TIF PROJECTS:

The TIRC is required to review Tax Incentive Financing Agreements created after 1994 including TIF Districts and TIF Projects. Attachment II entitled TIF Report to TIRC 2019 provides summary information on the 35 District TIFs and 56 Project TIFs. All companies with TIFs are in compliance with required service payments and these agreements are recommended for continuation.

#### PERFORMANCE OF URBAN RENEWAL TAX EXEMPTIONS (ORC 725):

The City Administration reported on tax exemptions authorized by ORC Chapter 725 and related to bonds for projects within defined Urban Renewal Areas. Like other TIF exemptions, these agreements authorize real property tax exemptions on improvements constructed and require the owner to make payments in lieu of taxes to the municipality. The municipality can use those payments to pay debt service on Chapter 725 bonds and for related expenses. The City has created

Tax Incentive Review Council Status of Property Tax Agreements Year End 2019 Page 2

32 separate Urban Renewal Plans in order to undertake Urban Renewal efforts under ORC 725 within these areas.

In 2019, the City had eight active Urban Renewal agreements for projects undertaken in Urban Renewal Areas within Downtown, East End, and West End. These companies are compliant with their agreements and are recommended for continuation.

#### PERFORMANCE OF COMMERCIAL CRA AGREEMENTS:

During the 2019 period there were 315 active Commercial CRA agreements. A breakdown of the 2019 review and performance is outlined below and is also detailed in Attachments I and IV, V, and VI:

- 254 agreements are recommended for **continuation**.
- Thirty (30) agreements are recommended for **modification**. In all 30 cases the issue is late construction completion of the project, and developers are either still working on their completion applications to submit to the City or they have requested extensions of their construction completion dates. Amendments are being drafted for agreements where a letter from the Department Director is not sufficient.
- Three companies are in default and are recommended for termination should the default not be remedied. One company has requested termination of its CRA Agreement due to changes in their development plans for the property. This Agreement was recommended for termination. Note that some of these exemptions have commenced so should the default not be remedied, DCED will submit a subsequent ordinance to City Council to repeal the exemptions.
- Three agreements have expired and the projects have been closed.

#### Termination by Request of Company

o Children's Hospital Medical Center

#### Termination as a Result of Default

- o Elm Street Ventures, LLC
- o CCM Realty Holding Company (Clifton Market)
- o 100 Findlay, LLC

#### Agreements that Expired in 2019

- o 4021 Eastern Avenue, LLC
- o Race, Republic & Green, LLC
- o Red Bank Crossing II, LLC
- Meyer Tool, Inc. (Expired in 2018) There is the potential for Ratification of the Agreement for an adjacent property which may require City Council approval.

#### **RECOMMENDATION:**

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

Attachments: I. 2020 TIRC Meeting Minutes and Summary

II. TIRC Meeting Packet

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



# Tax Incentive Review Council

2020 Annual Meeting June 25, 2020 at 3:00 p.m. Two Centennial Plaza, 805 Central Avenue, 7<sup>th</sup> Floor Griesel Conference Room Cincinnati, Ohio 45202

#### Members & Designees (Attendees are Checked)

Attendee	Designation	Affiliation
✓ Greg Jarvis, Chair	For Dusty Rhodes	Hamilton County Auditor
✓ John Juech	For Patrick Duhaney	City of Cincinnati (Manager)
✓ Kathleen Colley	For Karen Alder	City of Cincinnati (Finance)
✓ Nathan Tyahur	For Jennifer Wagner	Cincinnati Public Schools

Other Attendees	Affiliation
✓ Michael Banish	City Staff – DCED
✓ Dan Bower	City Staff – DCED
✓ Kaitlyn Geiger	City Staff – Law
✓ Kira Palmer	City Staff - Planning

#### MINUTES OF THE 2019 TIRC MEETING

Mr. Jarvis called the meeting to order at 3:05pm and asked everyone to introduce themselves.

Mr. Jarvis praised City staff for the well-organized and detailed report provided in advance of the meeting.

Mr. Jarvis asked Michael Banish to review the TIRC's Purpose.

Michael Banish reviewed the Purpose and then introduced Dan Bower, Deputy Director, Department of Community and Economic Development.

Dan Bower reviewed the Tax Increment Financing Exemptions (ORC 5709.40 & 5709.41) and presented recommendations to continue all exemptions.

TIRC Recommendations – Motion by Ms. Colley, second by Mr. Tyahur, to approve recommendations for the Tax Increment Financing Exemptions. Motion carried unanimously.

{00316113-1}

Dan Bower reviewed the Urban Renewal Tax Exemptions (ORC 725) and presented recommendations to continue all ORC 725 Agreements.

TIRC Recommendations – Motion by Mr. Tyahur, second by Ms. Colley, to continue all Urban Renewal (ORC 725) tax exemptions. Motion carried unanimously.

Michael Banish reviewed the information about the Community Reinvestment Area (CRA) Program, results of recommendations made by the TIRC on the CRA Agreements in 2019, and recommendations for 2020. He also reviewed the CRA Agreements that expired in 2019, and the new Agreements that were approved by City Council in 2019 but have not yet been executed.

TIRC Recommendations – Motion by Mr. Tyahur, second by Ms. Colley, to accept the recommendations of the Administration on the active CRA Agreements. Motion carried unanimously.

Motion to adjourn made by Mr. Juech, second by Ms. Colley. Unanimous. Meeting adjourned at 3:35pm.

## Purpose of the Tax Incentive Review Council

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

#### TIRC REPORT NARRATIVE

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

### A. Program Overview

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

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

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

**How Is It Used?** To initiate the process, a developer applies to the City for a TIF designation prior to the commencement of any construction activities. Next, the Department of Community & Economic Development reviews submitted information and requests additional information as required to determine whether debt must be issued to construct the public improvements and may refer the developer to the Port

Authority to underwrite the debt issuance. Finally, a recommendation is made to City Council for the designation of the Project as a TIF as well as any related legislation and legal agreements, such as a Development Agreement (governing the developer's construction of their project), Cooperative Agreement (when debt is to be issued through the Port), debt agreements (when the City issues the debt) and other related documents (i.e., letter of credit and service agreements). Depending on the timeline of a project's infrastructure needs, the City creates a Project TIF or District TIF and either: 1) waits until the revenues derived from the TIF are sufficient to pay for the costs of the infrastructure, or 2) issues debt for the construction of the infrastructure with such bonds being backed by the future TIF revenues. The decision of whether or not to issue debt depends solely on the immediacy of the project's infrastructure needs. The City frequently utilizes the Port Authority for the issuance of debt of TIF projects.

#### B. Staff Review of TIF Districts and Project TIFs

In 2019, the City of Cincinnati added 15 new TIF Districts for a total of 35. The initial 20 TIF Districts received a total of \$34,767,336 in statutory service payments and made expenditures totaling \$30,564,343.

The City had 58 Project TIFs in 2019, including 24 new Project TIFs approved by City Council in 2019, as authorized under Ohio Revised Code (ORC) Section 5709.40 and 5709.41. For the 21 Project TIFs receiving and distributing payments, there was a total of \$19,611,803 in revenue and \$14,442,623 in expenditure.

For the 43 TIFs with numbers at the time of legislation, the projects in aggregate project a total of \$1.5 billion in real estate investment, 2,057 retained jobs, and 5,245 created jobs. Through 2019, the City has received reports and estimates for 40 Project TIFs with an actual real estate investment of \$1,465,600,713 and a total number of jobs retained of 22 and a total number of jobs created of 5,879. (Note: These aggregate figures are based on both company reports and department estimates. The company-reported data is highlighted in green on the attached TIF Report spreadsheet. The City will continue to request data from these companies throughout the year.)

#### C. TIRC Recommendations on TIF Exemptions

Staff recommends all current TIF exemptions be continued.

### Urban Renewal Debt (ORC 725)

#### A. Program Overview

Under Ohio Revised Code Chapter 725, a municipality can enter into a development agreement with a developer of land in an urban renewal project and can authorize a real property tax exemption with respect to the improvements constructed and

require the owner to make payments in lieu of taxes to the municipality. The municipality can use those payments to pay debt service on Chapter 725 bonds and for related expenses. The City has created 32 separate Urban Renewal Plans in order to undertake Urban Renewal efforts under ORC 725 within these areas.

#### B. Staff Review of Agreement ORC 725 Exemption Statuses

In 2019, the City had eight active Urban Renewal agreements for projects undertaken in Downtown, the East End and the West End. These agreements are compliant with their requirements to make service payments and minimum service payments to pay urban renewal project debt.

#### C. TIRC Recommendations on ORC 725 Exemptions

Staff recommends all current Urban Renewal Exemptions be continued.

#### Community Reinvestment Area Property Tax Abatement Program

#### A. Program Overview

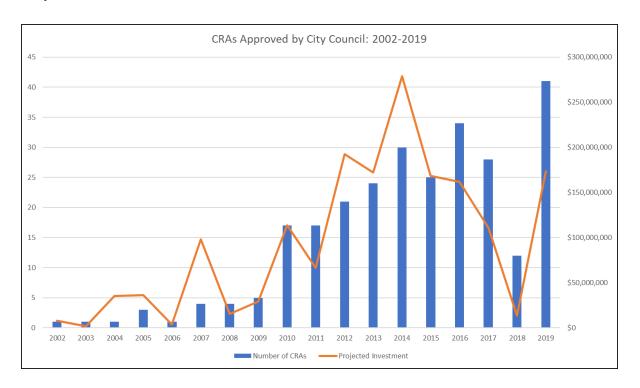
The City of Cincinnati offers a Community Reinvestment Area (CRA) tax abatement program to developers building or renovating a multi-family residential, commercial, industrial, or mixed-use facility. The following steps outline the process of approving a CRA and putting the tax abatement into effect:

- 1. The Company submits an initial CRA application.
- 2. The City of Cincinnati's Department of Community Economic Development (DCED) reviews the application, negotiates an agreement, and makes a recommendation to City Council.
- 3. City Council passes an ordinance to authorize the recommended property tax exemption and a CRA agreement is executed by the City Manager.
- 4. The Company begins construction of the improvements to the property.
- 5. The Company enters into a Payment in Lieu of Taxes (PILOT) agreement with Cincinnati Public Schools (CPS) and registers the agreement with Ohio Development Services Agency (ODSA).
- 6. The Company submits a completion application to DCED once construction is completed. (Companies with LEED CRA Agreements can submit their Completion Application without the LEED documentation and the City will hold the Application until the LEED documents are submitted.)
- 7. DCED sends all agreement materials to the Hamilton County Auditor.
- 8. Hamilton County Auditor assesses improvements and starts the abatement.
- 9. The Company submits annual reports and fees during the term of the abatement.

10. DCED submits an annual report on all agreements to ODSA in March and presents the information to the TIRC in June and City Council in September.

At the end of 2019, the City of Cincinnati had 315 active Commercial CRA agreements that had been approved by City Council, including 41 new agreements that were approved in 2019. Eighteen of the 2019 CRAs are in the process of being registered with the State and were not accounted for in the state report.

The following chart reflects the 315 CRA Agreements that are currently active and approved by City Council. These CRA Agreements reflect over \$1.9 billion in Projected Investment.



There have been no CRA Agreements approved by City Council so far in 2020.

#### B. Actions Taken on 2019 TIRC Recommendations

The following tables reflect actions taken by the City Administration based on TIRC recommendations from its 2019 meeting.

Table: 2019 Modifications Recommended and Actions Taken

Project Name	Organization Legal Name	2019 Status	Resolution
1725 Vine Street	Kauffman Vine, LLC	Extension Needed	Amendment Pending
Film Center	Film Center, LLC	Annual Report Delinquent	Report Submitted
Custom Pro Logistics	Custom Pro Logistics, LLC	Pending Completion Issues	Issues Pending
1301 Walnut- Commercial	Azeotropic Partners, LLC	Extension Needed	Amendment Pending
1209 Jackson Street	TINC, LLC	Extension Needed	Extension Letter Signed
1505 Vine Street	OTR Holdings, LLC	Pending Completion	Completion App Received
Stratford Apartments II	Stratford Court Apts. II	Extension Needed	Extension Letter Signed
Jet Machine Expansion	Wulfeck Family Partnership	Pending Completion	Submitted; Abatement Started
131 W. 15 <sup>th</sup>	OTR Holdings, LLC	Pending Completion	Submitted; Abatement Started
1607 Main Street	3MG Properties	Pending Completion	Completion App Requested
Williams YMCA	1228 McMillan, LLC	Extension Needed	Extension Letter Signed
1526 Blair Avenue	1526 Blair, LLC	Pending Completion	Submitted; Abatement Started
Strietmann Building	Grandin Company	Extension Needed	Amendment Executed
2415 Maplewood	Maplewood & Kinsey, LLC	Extension Needed	Amendment Executed
106 W. 7 <sup>th</sup> Street	Shihasi West 7, LLC	Extension Needed	Determined Unnecessary
111 Wellington Place	Wellington APT, LLC	New Owner	Assignment Executed
Clifton Market	CCM Realty Holding Company	Change in ownership; Delinquent Report, Fees and PILOT delinquency	New Owner Identified; Fees paid; Assignment pending PILOT payment

Table: 2019 Terminations Recommended and Actions Taken

Project Name	Organization Legal Name	2019 Status	Action
Q-Labs-1920 Radcliff Dr.	Radcliffe Holdings, LLC	Termination Requested	Terminated

#### C. 2019 Annual Reports and Fees

Annual Reports are due from each company every year of the CRA Agreement starting with the year the Agreement is executed. Of the 315 active agreements, 283 annual reports have been submitted. Twelve of the active agreements were executed in 2020 so no 2019 Annual Report was due. One of the agreements is an historical CRA and no annual report is required. Two of the agreements are pending terminations (see below).

The department has contacted the companies representing the remaining 17 agreements about submitting the annual reports. Several have requested extensions due to the pandemic, and others have simply not responded. We will continue to

attempt to collect these reports for the remainder of the year. The department is allowing that the pandemic may be preventing some companies from accessing the data or resources needed to complete and submit their reports.

Annual Fees are also due every year and are calculated as 1% of the forgone taxes (taxes exempted by the Agreement), or \$500 minimum and \$2,500 maximum. As of this writing, 253 2019 Annual Fee payments have been made. Of the remaining 62 outstanding, twelve are new (executed in 2020) and do not pay the 2019 Annual Fee. One is historical and no fee is required. Two are terminations (see below).

As with the annual reports, the department will continue to attempt to collect the remaining 17 annual fees due. The department is allowing that the pandemic may be keeping companies from being able to make these payments.

No terminations are recommended this year solely as a result of outstanding 2019 Annual Reports or Annual Fees.

#### D. Staff Review of Agreement Statuses for 2019

There were 230 completed projects representing a total estimated expenditure of \$1,510,552,550 and a company-reported expenditure of \$1,628,549,129, or 108% of the total estimated. Of the 25 projects completed in 2019, 19 were above 80% of their projected investment commitment. Expenditures for 11 projects were more than 100% of the estimated investment commitment.

There are 85 projects that are not completed as of this writing, representing a total estimated expenditure (projected investment) of \$401,132,056. Of these, 23 projects were expected to be completed by the end of 2019. One of these is a termination, nine have requested extensions, and the remaining 13 are working on their completion applications. All 85 projects are subject to the City's Wage Enforcement requirements for construction. There are no pending wage Enforcement complaints related to these projects.

The total new jobs commitment from the 315 active CRA Agreements is 8,834 jobs created. Companies with active CRA Agreements reported approximately 11,118 jobs created in 2019, with the largest jobs created figures reported by Fifth and Race, LLC; General Electric; and Medpace.

There are 4 companies in 2019 that are past their ramp-up period and have not met their job creation commitments by at least 80%. This reflects a total of 581 jobs not being created out of 2,168 created jobs committed by these companies. All four companies have suggested that market issues have affected their ability to hire the

number of people that they committed to hire. These market factors include construction delays, internal reorganizations, and a lack of tenants.

#### E. Staff Recommendations for 2019 Active CRA Agreements

The following table represents the staff recommendations for the 315 active CRA Agreements as of the end of 2019.

Recommendation	Status	Agreements
Cantinua Canaliant	Pending Completion	52
Continue-Compliant	Complete	202
C ti N C li t	Pending Completion	4
Continue-Non-Compliant	Complete	19
M 1:6	Completion App Pending	17
Modify	Extension Request Pending	13
m. · · · ·	At company request	1
Terminate	In default	3
Expired	Expired in 2019	4
TOTAL		315

#### **Continuations**

Recommendations for Continue include 254 active agreements with companies that are compliant with the CRA Agreement. These recommendations also include 23 agreements whose companies are not compliant as a result of a delay in submitting 2019 Annual Reports or paying 2019 Annual Fees. Given the circumstances related to the pandemic, the department is allowing these 23 companies to Continue as noncompliant.

#### **Modifications**

Recommendations to Modify agreements reflect either late completion applications that have been requested by the City and are pending issues (e.g., the issuance of the Certificate of Occupancy, lack of LEED documentation, etc.) or requests from the company for an extension. Delays in submitting the completion application may result in the need for an extension. Extensions can be in the form of a letter from the Director of the Department of Community and Economic Development or by Amendment, depending on what the agreement permits.

#### **Terminations**

The following CRA Agreements are recommended for Termination:

- Children's Hospital Medical Center (Requested by Company) The company changed its plans for the development of this property.
- Elm Street Ventures (In Default) The company has not submitted 2019 Annual Report or Annual Fee and is past due 90+ days on the School Board PILOT payment. Several requests have been made for these obligations in the past year and there has been no response.
- CCM Realty Holding Company/Clifton Market (In Default) Ownership transferred in 2018; new owner has not paid past due School Board PILOT payments and no assignment has been made as a result.
- 100 Findlay, LLC (In Default) The company has not executed a School Board PILOT Agreement, has not paid the \$750 Ohio application fee, and completion is over a year late. Several attempts have been made over the past year to collect on these obligations. Promises have been made by the company to complete these requirements, but they are not kept.

#### **Expirations**

The following CRA Agreements expired at the end of 2019. No action from the TIRC is needed.

- 4021 Eastern Avenue, LLC (Expired in 2019)
- Race, Republic & Green, LLC (Expired in 2019)
- Red Bank Crossing II, LLC (Expired in 2019)
- Meyer Tool, Inc. (Expired in 2018) There is the potential for Ratification of the Agreement for an adjacent property which may require City Council approval.



# **Tax Incentive Review Council**

2020 Annual Meeting
June 25, 2020 at 3:00 p.m.
Two Centennial Plaza, 805 Central Avenue, 7<sup>th</sup> Floor
Griesel Conference Room
Cincinnati, Ohio 45202

#### **Members & Designees**

Member	Designee	Affiliation
Auditor Dusty Rhodes, Chair	Greg Jarvis	Hamilton County Auditor
Patrick Duhaney	John Juech	City of Cincinnati (Manager)
Councilmember	Vacant	City of Cincinnati (Council)
Karen Alder	Kathleen Colley	City of Cincinnati (Finance)
Jennifer Wagner	Nathan Tyahur	Cincinnati Public Schools
Steve Armsey	N/A	Citizen Member
Vacant	N/A	Citizen Member

#### **Agenda**

- I. Introductions
- II. Overview of Meeting and Duties of Tax Incentive Review Council (TIRC)
- III. Tax Increment Financing Exemptions (ORC 5709.40 & 5709.41)
  - a. Program Overview
  - b. Staff Review of TIF Districts and Project TIFs
  - c. TIRC Recommendations on TIF Exemptions
- IV. Urban Renewal Debt (ORC 725)
  - a. Program Overview
  - b. Staff Review of ORC 725 Exemption Statuses
  - c. TIRC Recommendations on ORC 725 Exemptions
- V. Community Reinvestment Area (CRA) Program
  - a. Program Overview
  - b. Actions Taken on 2019 TIRC Recommendations
  - c. 2019 Annual Reports and Fees
  - d. Staff Review of Agreement Statuses in 2019
  - e. Staff Recommendations for 2019 Active CRA Agreements
- VI. Adjournment

#### Purpose of the Tax Incentive Review Council

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

#### TIRC REPORT NARRATIVE

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

#### A. Program Overview

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

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

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

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

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

#### B. Staff Review of TIF Districts and Project TIFs

In 2019, the City of Cincinnati added 15 new TIF Districts for a total of 35. The initial 20 TIF Districts received a total of \$34,767,336 in statutory service payments and made expenditures totaling \$30,564,343.

The City had 58 Project TIFs in 2019, including 24 new Project TIFs approved by City Council in 2019, as authorized under Ohio Revised Code (ORC) Section 5709.40 and 5709.41. For the 21 Project TIFs receiving and distributing payments, there was a total of \$19,611,803 in revenue and \$14,442,623 in expenditure.

For the 43 TIFs with numbers at the time of legislation, the projects in aggregate project a total of \$1.5 billion in real estate investment, 2,057 retained jobs, and 5,245 created jobs. Through 2019, the City has received reports and estimates for 40 Project TIFs with an actual real estate investment of \$1,465,600,713 and a total number of jobs retained of 22 and a total number of jobs created of 5,879. (Note: These aggregate figures are based on both company reports and department estimates. The company-reported data is highlighted in green on the attached TIF Report spreadsheet. The City will continue to request data from these companies throughout the year.)

#### C. TIRC Recommendations on TIF Exemptions

Staff recommends all current TIF exemptions be continued.

#### Urban Renewal Debt (ORC 725)

#### A. Program Overview

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

#### B. Staff Review of Agreement ORC 725 Exemption Statuses

In 2019, the City had eight active Urban Renewal agreements for projects undertaken in Downtown, the East End and the West End. These agreements are compliant with their requirements to make service payments and minimum service payments to pay urban renewal project debt.

#### C. TIRC Recommendations on ORC 725 Exemptions

Staff recommends all current Urban Renewal Exemptions be continued.

#### Community Reinvestment Area Property Tax Abatement Program

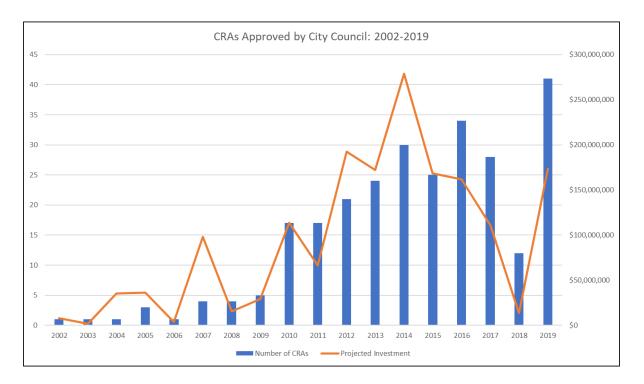
#### A. Program Overview

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

- 1. The Company submits an initial CRA application.
- 2. The City of Cincinnati's Department of Community Economic Development (DCED) reviews the application, negotiates an agreement, and makes a recommendation to City Council.
- 3. City Council passes an ordinance to authorize the recommended property tax exemption and a CRA agreement is executed by the City Manager.
- 4. The Company begins construction of the improvements to the property.
- 5. The Company enters into a Payment in Lieu of Taxes (PILOT) agreement with Cincinnati Public Schools (CPS) and registers the agreement with Ohio Development Services Agency (ODSA).
- The Company submits a completion application to DCED once construction is completed. (Companies with LEED CRA Agreements can submit their Completion Application without the LEED documentation and the City will hold the Application until the LEED documents are submitted.)
- 7. DCED sends all agreement materials to the Hamilton County Auditor.
- 8. Hamilton County Auditor assesses improvements and starts the abatement.
- 9. The Company submits annual reports and fees during the term of the abatement.
- 10. DCED submits an annual report on all agreements to ODSA in March and presents the information to the TIRC in June and City Council in September.

At the end of 2019, the City of Cincinnati had 315 active Commercial CRA agreements that had been approved by City Council, including 41 new agreements that were approved in 2019. Eighteen of the 2019 CRAs are in the process of being registered with the State and were not accounted for in the state report.

The following chart reflects the 315 CRA Agreements that are currently active and approved by City Council. These CRA Agreements reflect over \$1.9 billion in Projected Investment.



There have been no CRA Agreements approved by City Council so far in 2020.

#### B. Actions Taken on 2019 TIRC Recommendations

The following tables reflect actions taken by the City Administration based on TIRC recommendations from its 2019 meeting.

**Table: 2019 Modifications Recommended and Actions Taken** 

Project Name	Organization Legal Name	2019 Status	Resolution
1725 Vine Street	Kauffman Vine, LLC	Extension Needed	Amendment Pending
Film Center	Film Center, LLC	Annual Report Delinquent	Report Submitted
Custom Pro Logistics	Custom Pro Logistics, LLC	Pending Completion Issues	Issues Pending
1301 Walnut-Commercial	Azeotropic Partners, LLC	Extension Needed	Amendment Pending
1209 Jackson Street	TINC, LLC	Extension Needed	Extension Letter Signed
1505 Vine Street	OTR Holdings, LLC	Pending Completion	Completion App Received
Stratford Apartments II	Stratford Court Apts. II	Extension Needed	Extension Letter Signed
Jet Machine Expansion	Wulfeck Family Partnership	Pending Completion	Submitted; Abatement Started
131 W. 15 <sup>th</sup>	OTR Holdings, LLC	Pending Completion	Submitted; Abatement Started
1607 Main Street	3MG Properties	Pending Completion	Completion App Requested
Williams YMCA	1228 McMillan, LLC	Extension Needed	Extension Letter Signed
1526 Blair Avenue	1526 Blair, LLC	Pending Completion	Submitted; Abatement Started
Strietmann Building	Grandin Company	Extension Needed	Amendment Executed
2415 Maplewood	Maplewood & Kinsey, LLC	Extension Needed	Amendment Executed
106 W. 7 <sup>th</sup> Street	Shihasi West 7, LLC	Extension Needed	Determined Unnecessary
111 Wellington Place	Wellington APT, LLC	New Owner	Assignment Executed
Clifton Market	CCM Realty Holding Company	Change in ownership; Delinquent Report, Fees and PILOT delinquency	New Owner Identified; Fees paid; Assignment pending PILOT payment

Table: 2019 Terminations Recommended and Actions Taken

Project Name	Organization Legal Name	2019 Status	Action
Q-Labs-1920 Radcliff Dr.	Radcliffe Holdings, LLC	Termination Requested	Terminated

#### C. 2019 Annual Reports and Fees

Annual Reports are due from each company every year of the CRA Agreement starting with the year the Agreement is executed. Of the 315 active agreements, 283 annual reports have been submitted. Twelve of the active agreements were executed in 2020 so no 2019 Annual Report was due. One of the agreements is an historical CRA and no annual report is required. Two of the agreements are pending terminations (see below).

The department has contacted the companies representing the remaining 17 agreements about submitting the annual reports. Several have requested extensions due to the pandemic, and others have simply not responded. We will continue to attempt to collect these reports for the remainder of the year. The department is allowing that the pandemic may be preventing some companies from accessing the data or resources needed to complete and submit their reports.

Annual Fees are also due every year and are calculated as 1% of the forgone taxes (taxes exempted by the Agreement), or \$500 minimum and \$2,500 maximum. As of this writing, 253 2019 Annual Fee payments have been made. Of the remaining 62 outstanding, twelve are new

(executed in 2020) and do not pay the 2019 Annual Fee. One is historical and no fee is required. Two are terminations (see below).

As with the annual reports, the department will continue to attempt to collect the remaining 17 annual fees due. The department is allowing that the pandemic may be keeping companies from being able to make these payments.

No terminations are recommended this year solely as a result of outstanding 2019 Annual Reports or Annual Fees.

### D. Staff Review of Agreement Statuses for 2019

There were 230 completed projects representing a total estimated expenditure of \$1,510,552,550 and a company-reported expenditure of \$1,628,549,129, or 108% of the total estimated. Of the 25 projects completed in 2019, 19 were above 80% of their projected investment commitment. Expenditures for 11 projects were more than 100% of the estimated investment commitment.

There are 85 projects that are not completed as of this writing, representing a total estimated expenditure (projected investment) of \$401,132,056. Of these, 23 projects were expected to be completed by the end of 2019. One of these is a termination, nine have requested extensions, and the remaining 13 are working on their completion applications. All 85 projects are subject to the City's Wage Enforcement requirements for construction. There are no pending wage Enforcement complaints related to these projects.

The total new jobs commitment from the 315 active CRA Agreements is 8,834 jobs created. Companies with active CRA Agreements reported approximately 11,118 jobs created in 2019, with the largest jobs created figures reported by Fifth and Race, LLC; General Electric; and Medpace.

There are 4 companies in 2019 that are past their ramp-up period and have not met their job creation commitments by at least 80%. This reflects a total of 581 jobs not being created out of 2,168 created jobs committed by these companies. All four companies have suggested that market issues have affected their ability to hire the number of people that they committed to hire. These market factors include construction delays, internal reorganizations, and a lack of tenants.

#### E. Staff Recommendations for 2019 Active CRA Agreements

The following table represents the staff recommendations for the 315 active CRA Agreements as of the end of 2019.

Recommendation	Status	Agreements
Continue Compliant	Pending Completion	52
Continue-Compliant	Complete	202
Cantinua Nan Camaliant	Pending Completion	4
Continue-Non-Compliant	Complete	19
Modify	Completion App Pending	17
ividuity	Extension Request Pending	13
Terminate	At company request	1
Terminate	In default	3
Expired	Expired in 2019	4
TOTAL		315

#### **Continuations**

Recommendations for Continue include 254 active agreements with companies that are compliant with the CRA Agreement. These recommendations also include 23 agreements whose companies are not compliant as a result of a delay in submitting 2019 Annual Reports or paying 2019 Annual Fees. Given the circumstances related to the pandemic, the department is allowing these 23 companies to Continue as non-compliant.

#### <u>Modifications</u>

Recommendations to Modify agreements reflect either late completion applications that have been requested by the City and are pending issues (e.g., the issuance of the Certificate of Occupancy, lack of LEED documentation, etc.) or requests from the company for an extension. Delays in submitting the completion application may result in the need for an extension. Extensions can be in the form of a letter from the Director of the Department of Community and Economic Development or by Amendment, depending on what the agreement permits.

#### **Terminations**

The following CRA Agreements are recommended for Termination:

- Children's Hospital Medical Center (Requested by Company) The company changed its plans for the development of this property.
- Elm Street Ventures (In Default) The company has not submitted 2019 Annual Report or Annual Fee and is past due 90+ days on the School Board PILOT payment. Several requests have been made for these obligations in the past year and there has been no response.
- CCM Realty Holding Company/Clifton Market (In Default) Ownership transferred in 2018; new owner has not paid past due School Board PILOT payments and no assignment has been made as a result.
- 100 Findlay, LLC (In Default) The company has not executed a School Board PILOT Agreement, has not paid the \$750 Ohio application fee, and completion is over a year late.

Several attempts have been made over the past year to collect on these obligations. Promises have been made by the company to complete these requirements, but they are not kept.

## **Expirations**

The following CRA Agreements expired at the end of 2019. No action from the TIRC is needed.

- 4021 Eastern Avenue, LLC (Expired in 2019)
- Race, Republic & Green, LLC (Expired in 2019)
- Red Bank Crossing II, LLC (Expired in 2019)
- Meyer Tool, Inc. (Expired in 2018) There is the potential for Ratification of the Agreement for an adjacent property which may require City Council approval.

2019\_\_\_\_\_ TIF REPORT TO TIRC: 2019 Year:

THE ICE OF TO THE C. 2013		TIF Revenue TIF Expenditures					Proje	ect Inv	restment	Employment Information					
			IIF Keve	THE Nevellue		TIF Expenditures		Real Property			Reta		Create	d	
District/Project	Date Created	Expiration Date	In Calendar Year 2019	First paid	In Calend		First paid	Projected (at tim	e of	Actual (as of 12/31/19)	Projected (at time of legislation)	Actual (as of 12/31/19)	Projected (at time of legislation)	Actual (as of 12/31/19)	
District 1-Queensgate	12/18/02	12/31/33	\$ 470,880.2	2004	\$ 219	9,239.88	2004			\$ -	0	0	0	0	
District 2-Downtown South/Riverfront	12/18/02	12/31/33	\$ 5,456,009.9	1 2004	\$ 6,25	7,435.00	2004			\$ 129,400,000.00	0	0	0	0	
District 3-Downtown/OTR West	12/18/02	12/31/33	\$ 5,287,953.3	2 2004	\$ 4,549	9,990.46	2004		$\neg$	\$ -	0	0	0	0	
District 4-Downtown/OTR East	12/18/02	12/31/33	\$ 10,153,100.8	1 2004	\$ 7,010	6,862.93	2004			\$ 211,826,926.00	0	0	11	0	
District 5-Center Hill - Carthage	12/18/02	12/31/33	\$ 31,720.1	3 2006	\$ 9	9,200.70	2006			\$ -	0	0	0	0	
District 6-Walnut Hills	12/18/02	12/31/33	\$ 1,131,161.1	2004	\$ 1,22	7,299.89	2005		$\neg$	\$ 27,491,761.00	0	0	0	0	
District 7-East Walnut Hills	12/18/02	12/31/33	\$ 1,712,804.4	2005	\$ 86	3,672.71	2005			\$ 10,500,000.00	0	0	0	50	
District 8-Clifton/University Heights	12/18/02	12/31/33	\$ 2,798,424.3	2004	\$ 1,20	5,903.30	2004			\$ 33,660,000.00	0	0	0	0	
District 9-Corryville	12/18/02	12/31/33	\$ 2,849,019.8	2 2005	\$ 2,04	7,013.03	2005			\$ 36,000,000.00	0	600	0	400	
District 10-Bond Hill	12/18/02	12/31/33	\$ 395,132.8	3 2006	\$ 12	1,603.51	2006		$\neg$	\$ 10,000,000.00	0	0	0	100	
District 11-Evanston	12/18/02	12/31/33	\$ 249,956.0	2005	\$ 18	7,598.34	2005			\$ -	0	0	0	0	
District 13-West Price Hill	11/2/05	12/31/36	\$ 38,128.4		\$ 20	0,676.97	2008			\$ -	0	0	0	0	
District 14-Price Hill	11/2/05	12/31/36	\$ 58,797.3	1 2008	\$ 17	7,448.01	2008		一	\$ -	0	0	0	0	
District 15-East Price Hill	11/2/05	12/31/36	\$ 263,798.1			2,824.16	2008		$\neg$	\$ 10,000,000.00	0	0	0	0	
District 16-Lower Price Hill	11/2/05	12/31/36	\$ 47,904.3		\$ 14	4,496.85	2009			\$ -	0	0	0		
District 17-Westwood 1	11/2/05	12/31/36	\$ 66,507.4	7 2009	\$ 19	9,297.98	2009			\$ -	0	0	0	0	
District 18-Westwood 2	11/2/05	12/31/36	\$ 58,107.7	2008	\$ 60	0,605.84	2008			\$ -	0	0	0	0	
District 19-Madisonville	11/2/05	12/31/36	\$ 2,046,827.9	5 2009	\$ 5,690	0,917.57	2009			\$ 33,000,000.00	0	0	0	600	
District 20-Oakley	11/2/05	12/31/36	\$ 1,124,779.0	1 2009	\$ 51	5,088.68	2009		$\neg$	\$ 15,400,000.00	0	0	0	91	
District 21-Avondale	11/2/05	12/31/36	\$ 526,323.0			7,167.31	2009		_	\$ -	0	0	0	0	
District 22-West End	12/18/2019	12/31/2049									-		-		
District 23-Pleasant Ridge	12/18/2019	12/31/2049													
District 24-Mount Auburn	12/18/2019	12/31/2049							_						
District 25-Northside	12/18/2019	12/31/2049													
District 26-Eastern River	12/18/2019	12/31/2049													
District 27-College Hill	12/18/2019	12/31/2049							_						
District 28-Roselawn	12/18/2019	12/31/2049													
District 29-Westwood Boudinot	12/18/2019	12/31/2049													
District 30-Mount Airy	12/18/2019	12/31/2049							_						
District 31-Camp Washington	12/18/2019	12/31/2049													
District 32-Spring Grove Village	12/18/2019	12/31/2049													
District 33-South Fairmount	12/18/2019	12/31/2049													
District 34-South Cumminsville	12/18/2019	12/31/2049													
District 35-Riverside	12/18/2019	12/31/2049													
District 36-North Fairmount	12/18/2019	12/31/2049							$\dashv$						
TOTALS for DISTRICT TIFS			\$ 34,767,336.5	7	\$ 30,564	4,343.12		\$	-	\$ 517,278,687.00	0	600	11	1,241	
Fountain Square West (153-1994)	5/11/94	12/31/19	\$ 236,275.9			2,269.44	1996	\$ 42,200,00	$\overline{}$		0	0	0	0	
Center of Cincinnati (Milicron) (336-2001)	10/24/01	12/31/32	\$ 819,123.7			1,557.09	2003	\$	_	\$ 6,100,000.00	0	0	0	0	
Center of Cincinnati (Oakley N.) (245-2002)	6/26/02	12/31/33	\$ 935,170.5			0,931.63	2004	\$	_	\$ 6,100,000.00	0	0	0	0	
Columbia Square (232-2003)	6/25/03	12/31/34	\$ 295,964.4			9,138.80	2007	\$ 18,656,00		\$ 11,192,630.00	0	0	280	514	
Baldwin 300 (240-2007)	6/20/07	12/31/38	\$ 1,378,685.4			1,441.38	2009	\$ 19,950,00		\$ 18,380,479.00	554	0	300	21	
Keystone (13-2008)	1/26/08	12/31/39	\$ 314,152.2			6,824.73	2010	\$ 15,000,00	-	\$ 15,000,000.00	0	0	0	200	
Oakley Station (22-2012)	6/20/12	12/31/43	\$ 1,016,858.93	2015		1,917.09	2015	\$ 120,000,00	-	\$ 80,000,000.00	0		1700	300	
Keystone Parke Phase II (22-2012)	3/5/14	12/31/46	\$ 704,009.1	1 2017	\$ 524	4,500.99	2017	\$ 22,000,00	0.00	\$ 5,087,800.79	0	0	200		
Collegevue Place/Gershom Grove (299-2015)	9/16/15	12/31/37	\$ -	n/a	\$	-	n/a	\$ 1,000,00	0.00	\$ 11,253,467.50	0	0	0	0	
Centennial (361-2014)	12/17/14	12/31/45	\$ 53,733.1	2 2018	\$ 13	3,862.60	2018				0	0	0	0	
Mercy Health - 1788 Tennessee (0321-2014)	11/13/14							\$ 77,000,00	0.00	\$ 74,343,566.00	400	0	650	0	

Page 1 of 3 138 6/19/2020

5311 Hetzel-Holiday Inn (222-2016)	9/6/15						\$ -		0		0	
The Banks Lot 2A (134-2014)	6/11/14	12/31/45						\$ 125,000.00		0		0
The Banks Lot 2B (356-2014)	12/17/14						\$ -	\$ 57,103.00	0	0	0	1463
Gateway West Redevelopment (362-2014)	12/17/14						\$ -		0	0	0	0
RBM Medpace Phase 2B (157-2018)	6/20/18						\$ 71,000,000.00	\$ 63,000,000.00	0	0	700	0
DeSales 3001 Woodburn (278-2017)	9/27/17						\$ 17,300,000.00	\$ 13,471,715.00	0	0	3	3
Baldwin 200 & Garage/Land (44-2016	2/18/16						\$ -	\$ 21,344,625.00	0	0	0	0
Vernon Manor Phase II (18-2016)	1/21/16		\$ 1,342,016.32	2019	\$ 659,337.07	2019	\$ 41,394,465.00	\$ 10,638,000.00	650	0	0	843
RBM Development Phase 2(A) (47-2016)	3/2/16		\$ 383,260.46	2019	\$ 383,260.46	2019	\$ 24,500,000.00	\$ 85,477,000.00	0	0	0	65
Keystone Park Phase III (9-2016)	1/6/16		\$ 125,096.74	2019	\$ 125,096.74	2019	\$ 20,845,920.00		0		49	
MLK Reading SE (189-2019)	6/12/19							\$ 17,985,847.00		0		0
Straight St - Trinitas (445-2019)	11/14/19											
27 Calhoun/Vine - Milhaus (488-2019)	12/11/19											
MLK Reading NE (489-2019)	12/11/19											
1744 Dana/Montgomery (475-2019)	12/11/19											
2950 Robertston / Oakley Yards (493-2019)	12/11/19						\$ -		0		0	
2439 Spring Grove / Kao Brands (536-2019)	12/18/19						\$ -		0		0	
Walworth / East End Homearama (540-2019)	12/18/19						\$ -		0		0	
505 Vine St / Fountain Place (544-2019)	12/18/19						\$ 59,000,000.00		0		0	
303 Broadway (198-2004)	6/9/04	12/31/35	\$ 1,362,313.10	2005	\$ 1,533,774.69	2005	\$ 40,333,000.00	\$ 42,500,000.00	0		600	750
Queen City Tower (203-2008)	6/11/08	12/31/39	\$ 7,886,238.32	2010	\$ 5,439,404.77	2010	\$ 322,500,000.00	\$ 322,500,000.00	0	0	0	0
dunnhumby USA (95-2013)	4/17/13	12/31/44	\$ 229,599.00	2014	\$ -	2014	\$ 44,780,301.00	\$ 73,185,221.00	n/a	0	606	0
Messer HQ	11/8/06	12/31/36	\$ 230,782.27	n/a	\$ 230,782.27	n/a	\$ 12,000,000.00	\$ 14,427,160.00	116	0	40	124
New Windsor	2/10/16	12/31/46	\$ 198,980.45	n/a	\$ 198,980.45	n/a	\$ 10,588,408.00	\$ 11,157,800.00	0	0	0	2
CSCPA Renassance/ Alumni Lofts	6/24/15	12/31/45	\$ 613,588.64	n/a	\$ 613,588.64	n/a	\$ 24,000,000.00	\$ 22,036,300.00		0	24	4
309 Vine Street (33-2016)	2/10/16		\$ 423,231.92		\$ 423,231.92		\$ 70,000,000.00	\$ 76,728,366.00	0	0	7	12
625 Eden Park Drive (300-2017)	5/24/17		\$ 1,062,722.80		\$ 1,062,722.80		\$ 2,000,000.00	\$ 71,356,255.00	310	0	0	414
Court & Walnut (268-2017)	9/27/17						\$ 73,797,443.00	\$ 37,700,119.00	0	0	65	0
Firehouse ROW (215-2018)	6/27/18						\$ 18,218,351.00	\$ 12,716,492.00	0	0	3	114
Baldwin Complex- Grand Baldwin (379-2015)	12/5/15						\$ 37,300,000.00	\$ 42,744,593.00	0	0	0	5
Madison & Whetsel Phase I SW Block (134-2018)	6/6/18						\$ 36,345,068.00	\$ 16,243,843.00	0	0	0	0
Riverside Yards (289-2018)	9/19/18						\$ 6,000,000.00		0	0	0	0
711-721 Main NAP (329-2018)	10/17/18						\$ 28,106,564.00	\$ 12,985,340.00	0	0	2	96
1351 WHT E Walnut Hills (286-2019)	6/26/19						\$ 48,355,000.00	\$ -	0	0	5	0
1118 Sycamore (354-2019)	9/25/19							\$ 817,759.00		0		15
601 E Pete Rose (253-2019)	6/26/19						\$ 3,267,248.00	\$ 3,267,348.00		0		7
Fourth & Race Residential (177-2019)	6/12/19							\$ 36,511,923.00		0		193
Madison & Whetsel Phase II NE Block (365-2019)	10/2/19							\$ 869,961.00		0		0
College Hill Hamilton North Bend (441-2019)	11/14/19							\$ -		0		0
1-9 W Fourth/PNC Tower (425-2019)	11/14/19							\$ 16,000,000.00		0		0
137 W 7th Street (472-2019)	12/4/19											
1712 Logan St (476-2019)	12/11/19											
Convention Place Mall (491-2019)	12/11/19											
Madison & Whetsel Phase III SE Block (495-2019)	12/11/19						\$ 19,000,000.00		0		0	
3261 Spring Grove / William Powell Company (534-2	12/18/19						\$ 4,250,000.00		27			

TOTALS for Project TIFs \$ 19,611,803.46 \$ 14,442,623.56 \$ 1,350,687,768.00 \$ 1,291,300,713.29 2,057 0 5,234 5,145

LEGEND
New in 2019
Expired
Actuals reported in 2019

6/19/2020 Page 2 of 3 139

Project	Date Created	Expiration Date	Construction Completed (Yes/No)	Compliant with Agreement Terms	Notes
255 E Fifth Street	8/21/90	12/31/21	Yes	Yes	Compliant for 2019
312 Walnut	10/31/90	12/31/21	Yes	Yes	Compliant for 2019
Adams Landing	10/24/91	12/31/22	Yes	Yes	Compliant for 2019
312 Elm	10/24/91	12/31/22	Yes	Yes	Compliant for 2019
Race Street Development	1/26/01	12/31/32	Yes	Yes	Compliant for 2019
City West (366-2001)	8/15/01	12/31/32	Yes	Yes	Compliant for 2019
21C Hotel Project	4/13/02	12/31/33	Yes	Yes	Compliant for 2019
Adams Landing- Village D	12/4/03	12/31/34	Yes	Yes	Compliant for 2019
Adams Landing- Village A	10/13/05	12/31/36	Yes	Yes	Compliant for 2019
Adams Landing- Village B	1/10/06	12/31/37	Yes	Yes	Compliant for 2019
Shillito Lofts	10/27/09	12/31/40	Yes	Yes	Compliant for 2019

6/19/2020 Page 3 of 3 140

Current Year TIRC	Organization Legal Name	Project Name	Program	Approved by	Agreement Executed	ODSA Master	ODSA	Rate	Term	Start	End Date
Disposition		·	Туре	City Council	by Company & City		Individual			Year	
CONTINUE	Corryville Community Development Corporation	Stetson Square (University Village) CRA	CRA	9/9/2004	1/1/2005	061-15000-09	16-006	100	15	2006	12/31/2020
CONTINUE	Machine Flats, LLC	3301 Colerain - Middle Earth	CRA - HIST	3/23/2005	4/18/2005	061-15000-06	05-001	100	8	2015	12/31/2023
CONTINUE	Uptown Rental Properties LLC	260 East University CRA	CRA	4/13/2005	5/16/2005	061-15000-06	05-002	100	15	2006	12/31/2020
CONTINUE	Wooster Park Office Condominium Association	Wooster Park office condos CRA	CRA	9/13/2006	10/4/2006	061-15000-06	06-001	100	15	2008	12/31/2022
CONTINUE	RD America Inc.	Restaurant Depot CRA	CRA	1/31/2007	3/23/2007	061-15000-06	07-001	100	15	2008	12/31/2022
CONTINUE	Stratford Companies	Senior Star - Assisted Living CRA	CRA	2/28/2007	10/26/2007	061-15000-09	07-001	100	15	2010	12/31/2025
CONTINUE	2718 Observatory Partners LLC	2718 Observatory Avenue CRA	CRA	6/27/2007	7/12/2007	061-00865-06	07-001	100	15	2009	12/31/2023
CONTINUE	KMS Realty, LTD	Skyline Chili CRA (Walnut Hills)	CRA	12/5/2007	1/29/2008	061-15000-09	08-001	100	15	2008	12/31/2022
CONTINUE	Towne Properties	DeSales Apartments II CRA	LEED CRA	11/5/2008	11/19/2008	061-15000-09	08-004	100	15	2010	12/31/2024
CONTINUE	Burke Inc.	Burke, Inc.	LEED CRA	1/1/2009	5/7/2009	061-15000-09	09-001	100	12	2010	12/31/2021
CONTINUE	La Caisse, Inc.	KZF Design Relocation to 700 Broadway	LEED CRA	1/1/2009	9/30/2009	061-15000-09	09-003	100	12	2011	12/31/2022
CONTINUE	DeVotie Hall Association	DeVotie Hall Renovation and Addition	LEED CRA	6/17/2009	12/28/2017	061-15000-09	19-038	100	15	2012	12/31/2026
CONTINUE	Medpace Inc.	RBM Dev/ 100 Medpace Way	LEED CRA	11/18/2009	12/14/2009	061-15000-09	16-014	100	15	2011	12/31/2025
CONTINUE	Forest Square Apartments Limited Partnership	Forest Square Senior Apartments	LEED CRA	12/16/2009	1/29/2010	061-15000-09	10-009	100	15	2011	12/31/2025
CONTINUE	MTK, Inc.	Q Laboratories Expansion CRA	CRA	12/16/2009	1/26/2010	061-15000-09	10-013	100	15	2011	12/31/2025
CONTINUE	Christian Moerlein Brewing Co.	Christian Moerlein at The Banks	LEED CRA	1/1/2010	9/10/2010	061-15000-09	10-003	100	12	2012	12/31/2023
CONTINUE	Links Unlimited	Links Unlimited	LEED CRA	1/1/2010	9/7/2010	061-15000-09	10-014	100	15	2012	12/31/2026
CONTINUE	Gamma Xi 21, Inc.	Delta Tau Delta Fraternity House	LEED CRA	1/1/2010	5/14/2010	061-15000-09	10-008	100	15	2011	12/31/2025
CONTINUE	1415 Vine, LLC	Gateway IV	CRA	1/1/2010	8/20/2010	061-15000-09	10-006	100	12	2011	12/31/2022
CONTINUE	1400 Race, LLC	1400 Race Street	CRA	1/1/2010	8/23/2010	061-15000-09	10-007	100	12	2012	12/31/2023
CONTINUE	Fay Limited Partnership	Wallick-Stern-Hendy Properties -Fay Apts	CRA	1/1/2010	9/17/2010	061-15000-09	10-011	100	8	2014	12/31/2021
CONTINUE	Eagle Realty Group, LLC	Phelps Apt Convrsn to Courtyard Marriot	CRA	1/27/2010	2/2/2010	061-15000-09	10-001	100	12	2011	12/31/2022
CONTINUE	65 West LLC	65 West-LEED CRA	LEED CRA	6/3/2010	1/20/2010	061-15000-09	10-010	100	15	2012	12/31/2026
CONTINUE	Bluerock Lofts, LLC	Northside American Can/Factory Square	CRA	6/10/2010	6/15/2010	061-15000-09	10-012	100	15	2012	12/31/2026
CONTINUE	Highland MOB, LLC	Highland MOB, LLC	LEED CRA	6/16/2010	8/16/2010	061-15000-09	15-122	100	15	2011	12/31/2025
CONTINUE	Urban Sites	9487 Dry Fork Rd, LLC	LEED CRA	6/30/2010	6/14/2011	061-15000-09	11-013	100	12	2012	12/31/2023
CONTINUE	Sky Lofts LLC	The Edge	LEED CRA	9/9/2010	9/13/2010	061-15000-09	10-002	100	12	2016	12/31/2027
CONTINUE	Aegis Protective Services	3033 Robertson Ave.	CRA	12/1/2010	1/11/2011	061-15000-09	11-001	100	12	2012	1/31/2023
CONTINUE	ACG Federal Reserve, LLC	The Reserve	LEED CRA	12/8/2010	3/30/2011	061-15000-09	11-003	100	12	2012	12/31/2023
CONTINUE	Jefferson Ventures, LLC	Jefferson Ventures	CRA	12/10/2010	12/31/2011	061-15000-09	11-009	100	15	2012	12/31/2026
CONTINUE	CBD Holdings	114-118 E 6th Street	LEED CRA	1/1/2011	5/24/2011	061-15000-09	11-007	100	12	2014	12/31/2025
CONTINUE	CBD Holdings	122 E 6th Street	LEED CRA	1/1/2011	5/24/2011	061-15000-09	11-008	100	12	2013	12/31/2024
CONTINUE	Woodburn Pointe, LLC	Woodburn Pointe	LEED CRA	1/1/2011	4/8/2011	061-15000-09	16-001	100	12	2012	12/31/2023
CONTINUE	5011 Kenwood, LLC	Camargo Capital Renovation	LEED CRA	1/1/2011	11/8/2011	061-15000-09	11-012	100	12	2013	3/1/2024
CONTINUE	OTR Predevelopment LLC	Color Building CRA	CRA	1/1/2011	11/10/2011	061-15000-09	11-010	100	12	2013	12/31/2024
CONTINUE	Electronic Ark, LLC	222 East 14th Street	CRA	2/16/2011	4/12/2011	061-15000-09	16-012	100	12	2013	12/31/2025
CONTINUE	Elberon Senior Apartments	Elberon	LEED CRA	3/2/2011	4/8/2011	061-15000-09	16-002	100	12	2013	12/31/2024
CONTINUE	Daffin Investments Ohio, LLC	Youthland on Glenway Avenue	LEED CRA	5/25/2011	8/30/2011	061-15000-09	18-027	100	15	2013	12/31/2024
CONTINUE	Medpace Inc.	200 Medpace Way - Bldg 2	LEED CRA	6/2/2011	6/9/2011	061-15000-09	11-005	100	15	2012	12/31/2026
	· ·		LEED CRA				11-005	100	15	2012	12/31/2026
CONTINUE	Medpace Inc.	300 Medpace Way - Bldg 3		6/2/2011	6/9/2011	061-15000-09		_		2012	
CONTINUE	Hallmark Student Housing Cincinnati, LLC	University Edge Cincinnati I LEED-CRA	LEED CRA	6/11/2011	6/15/2011	061-15000-09	16-003	100	15		12/31/2027
CONTINUE	SV Apartments, LLC	Benchmark and Euclid Square Apartments	LEED CRA	6/15/2011	7/22/2011	061-15000-09	16-000	100	15	2013	12/31/2027
CONTINUE	Hallmark Student Housing Cincinnati II, LLC	University Edge Cincinnati II, LEED CRA	LEED CRA	6/22/2011	10/11/2012	061-15000-09	12-004	100	15	2013	12/31/2027

Printed on 6/22/2020 Pa{ 141

Current Year TIRC Disposition	Organization Legal Name	Project Name	Program Type	Approved by City Council	Agreement Executed by Company & City	ODSA Master	ODSA Individual	Rate	Term	Start Year	End Date
CONTINUE	Superior Automotive dba Superior Honda	4777 Spring Grove, LLC	CRA	8/3/2011	8/30/2011	061-15000-09	15-109	100	8	2013	12/31/2020
CONTINUE	North Rhine Heights Limited Partnership	North Rhine Heights LEED-CRA	LEED CRA	9/21/2011	10/11/2011	061-15000-09	11-011	100	12	2012	12/31/2023
CONTINUE	HCII-237 William Howard Taft Road, LLC	Taft Offices, LLC - LEED-CRA	LEED CRA	1/11/2012	1/12/2012	061-15000-09	12-001	100	12	2013	12/31/2024
CONTINUE	Spring Grove Holdings, LLC	Mercer Supply Relocation	CRA	1/11/2012	2/12/2012	061-15000-09	19-046	75	12	2013	12/31/2024
CONTINUE	St. Paul Village II Limited Partnership	Saint Paul Village II	CRA	2/9/2012	2/21/2012	061-15000-09	16-022	100	15	2013	12/31/2024
CONTINUE	Usquare, LLC	CUF U-Square @ The Loop	LEED CRA	2/23/2012	10/6/2011	061-15000-09	16-005	100	15	2013	12/31/2027
CONTINUE	BAM Realty Group, LLC	4426 Brazee Street	LEED CRA	2/23/2012	3/26/2012		99-000	100	12	2010	12/31/2021
CONTINUE	4138 Hamilton Avenue, LLC	Caracole Relocation (CRA)	CRA	2/29/2012	5/10/2012	061-15000-09	12-100	100	12	2014	12/31/2025
CONTINUE	dunnhumby USA LLC	dunnhumbyUSA PIR	LEED CRA	3/19/2012	3/21/2012	061-15000-09	17-003	100	15	2015	12/31/2029
CONTINUE	F&C Development, Inc.	Oakley Station Apartments (LEED-CRA)	LEED CRA	3/28/2012	11/7/2012	061-15000-09	16-026	100	15	2014	12/31/2028
CONTINUE	Stratford Court Apartments, LLC	Stratford Court Apartments	LEED CRA	4/25/2012	6/13/2012	061-15000-09	16-018	100	15	2014	12/31/2028
CONTINUE	Crown Building, LLC	Crown Building, LLC	LEED CRA	5/2/2012	12/10/2013	061-15000-09	12-102	100	12	2014	12/31/2025
CONTINUE	Schiel	Schiel, LLC LEED CRA	LEED CRA	5/31/2012	6/4/2012	061-15000-09	12-002	100	15	2014	12/31/2028
CONTINUE	OTR Holdings, Inc.	Mercer Commons, LP Garage CRA	CRA	5/31/2012	2/19/2013	061-15000-09	15-102	100	8	2014	12/31/2021
CONTINUE	Mercer Commons OTR, LLC	Mercer Commons OTR, LLC	CRA	5/31/2012	2/19/2013	061-15000-09	15-103	100	12	2013	12/31/2024
CONTINUE	Columbia Delta Apartments, LLC	Columbia Delta Apartments, LLC	LEED CRA	6/26/2012	11/21/2012	061-15000-09	12-003	100	15	2015	12/31/2029
CONTINUE	MREIC Cincinnati OH, LLC	Rough Brothers Expansion - Land Sale/CRA	CRA	7/3/2012	7/24/2012	061-15000-09	14-102	85	10	2015	12/31/2024
CONTINUE	SREE Hotels	Enquirer Building Redevelopment	LEED CRA	7/30/2012	9/19/2012	061-15000-09	14-001	100	12	2015	12/31/2026
CONTINUE	Abigail Apartments Limited Partnership	Abigail Apartments LEED - CRA	LEED CRA	8/1/2012	12/10/2013	061-15000-09	12-101	100	12	2015	12/31/2025
CONTINUE	BSG2, LLC	BSG2, LLC (1404 Walnut)	CRA	8/1/2012	8/3/2016	061-15000-09	16-041	100	8	2014	12/31/2021
CONTINUE	Alston Park Limited Partnership	Alston Park LEED CRA	LEED CRA	9/19/2012	11/1/2012	061-15000-09	15-124	100	12	2014	12/31/2025
CONTINUE	Mercer Commons Commercial 2, LLC	Mercer Commons 2 (Commercial)	CRA	10/24/2012	3/8/2013	061-15000-09	15-104	100	12	2014	12/31/2025
CONTINUE	B-Side Landlord, LLC	B-Side Landlord, LLC	CRA	10/24/2012	2/19/2013	061-15000-09	16-015	100	8	2014	12/31/2021
CONTINUE	G&A Paxton, LLC	Pediatricians of Hyde Park Relocation	CRA	1/23/2013	2/26/2013	061-15000-09	15-106	100	15	2014	12/31/2028
CONTINUE	3117 Southside Realty LLC	Peter Cremer Expansion	LEED CRA	1/23/2013	7/25/2013	061-15000-09	13-005	100	15	2014	12/31/2028
CONTINUE	BSG2, LLC	BSG2, LLC (24 E 15th)	CRA	2/6/2013	12/10/2013	061-15000-09	13-100	100	12	2016	12/31/2027
CONTINUE	TMG Investment Group	Broadway Square, Phase I	LEED CRA	3/11/2013	11/4/2013	061-15000-09	13-007	100	12	2014	12/31/2025
CONTINUE	Bartlett Building LTD	Bartlett - Renaissance Hotel	LEED CRA	5/13/2013	7/25/2013	061-15000-09	14-100	100	12	2014	3/1/2025
CONTINUE	233 Gilman, LLC	CRA - 233 Gilman Ave	LEED CRA	5/15/2013	7/1/2013	061-15000-09	13-003	100	12	2015	12/31/2026
CONTINUE	Losantiville Evanston, LLC	Losantiville-Evanston Affordable Rental	LEED CRA	5/30/2013	9/25/2012	061-15000-09	14-007	100	12	2015	12/31/2026
CONTINUE	Losantiville Evanston, LLC	Losantiville-Evanston Affordable Rental	LEED CRA	5/30/2013	9/25/2012	061-15000-09	14-008	100	12	2015	12/31/2026
CONTINUE	Gantry Apartments, LLC	Gantry	LEED CRA	6/12/2013	5/12/2014	061-15000-09	14-006	100	15	2014	12/31/2028
CONTINUE	Hale-Justis Lofts, LP	Hale-Justis Lofts, LP	CRA - HIST	6/12/2013	6/12/2013	061-15000-09	18-028	100	22	2001	12/31/2022
CONTINUE	Grandin Company LTD	1308 Race Street	CRA	8/7/2013	9/6/2013	061-15000-09	13-006	100	10	2014	12/31/2023
CONTINUE	Losantiville Buildings, LLC	CRA - 3257 Gilbert Ave.	LEED CRA	8/7/2013	8/27/2013	061-15000-09	13-012	100	15	2015	12/31/2029
CONTINUE	Black Iron Capital LLC	Schwartz Building Renovation - 906 Main St	LEED CRA	8/7/2013	11/6/2013	061-15000-09	13-010	100	12	2015	12/31/2026
CONTINUE	Broadway Development 2001 LTD	Seventh & Broadway Tower	LEED CRA	8/7/2013	10/21/2013	061-15000-09	14-101	100	15	2015	12/31/2029
CONTINUE	Riverbanks Phase II-A Owner, LLC	The Banks Phase II - Residential	CRA	8/7/2013	2/20/2014	061-15000-09	14-004	100	15	2016	12/31/2030
CONTINUE	Cintrifuse Innovation Hub, LLC	Cintrifuse	LEED CRA	8/7/2013	8/7/2013	061-15000-09	13-101	100	12	2016	12/31/2027
CONTINUE	FC16, LLC	McMillan Firehouse Row - Phase I	CRA	9/25/2013	10/2/2013	061-15000-09	13-009	100	8	2015	12/31/2022
CONTINUE	TINC, LLC	CRA - 1209 Jackson Street	CRA	10/9/2013	11/12/2013	061-15000-09	13-008	100	8		
CONTINUE	VP3 LLC	VP3 New Multifamily LEED CRA	LEED CRA	11/14/2013	12/17/2013	061-15000-09	13-013	100	15	2015	12/31/2029

Printed on 6/22/2020 Pag 142

Current Year TIRC Disposition	Organization Legal Name	Project Name	Program Type	Approved by City Council	Agreement Executed by Company & City	ODSA Master	ODSA Individual	Rate	Term	Start Year	End Date
CONTINUE	Eurostampa North America; Inc.	Eurostampa Expansion	CRA	11/14/2013	12/23/2013	061-15000-09	14-003	100	12	2015	12/31/2026
CONTINUE	Gantry Apartments, LLC	1518 Knowlton Street (Gantry Phase Two)	LEED CRA	5/14/2014	6/9/2014	061-15000-09	14-104	100	15	2014	12/31/2028
CONTINUE	Oakley Housing Partners, LLC	Oakley Housing Partners	LEED CRA	6/11/2014	7/3/2014	061-15000-09	16-004	100	15	2016	12/31/2030
CONTINUE	Ohio Theta House Corporation of Sigma Phi Epsilon	Sigma Phi Epsilon Fraternity House	LEED CRA	6/11/2014	8/4/2014	061-15000-09	14-110	100	12	2015	12/31/2026
CONTINUE	Kirby Lofts, LLC	Kirby Lofts	CRA	6/11/2014	9/12/2014	061-15000-09	14-108	100	8	2017	12/31/2024
CONTINUE	Kroger Company	Oakley Kroger LEED-CRA	LEED CRA	6/25/2014	8/4/2014	061-15000-09	14-103	100	15	2016	12/30/2030
CONTINUE	Cincinnati Development I, LLC	580 Walnut Street/ @580 2nd Amendment	CRA	8/6/2014	9/30/2013	061-15000-09	17-013	100	12	2016	12/31/2027
CONTINUE	1527 Madison, LLC	Relocation of Bloomfield/Schon & AGE	CRA	8/6/2014	9/15/2014	061-15000-09	14-105	100	12	2016	12/31/2027
CONTINUE	1201 Walnut, LLC	1201 Walnut	CRA	8/6/2014	9/15/2014	061-15000-09	15-105	100	12	2015	12/31/2026
CONTINUE	5th and Race, LLC	Fifth and Race Retail Dev	LEED CRA	8/6/2014	10/7/2014	061-15000-09	14-113	100	15	2015	12/31/2029
CONTINUE	Urban Legacy VIII, LLC	18 W. 13th St	CRA	8/6/2014	10/7/2014	061-15000-09	14-119	100	10	2015	12/31/2024
CONTINUE	Urban Legacy VIII, LLC	1403 Vine St	CRA	8/6/2014	10/7/2014	061-15000-09	14-115	100	10		
CONTINUE	Ale House Landlord LLC	Taft Ale House Brewery	CRA	8/6/2014	10/7/2014	061-15000-09	14-118	100	10	2015	12/31/2024
CONTINUE	Urban Legacy VIII, LLC	1428, 1430, and 1438 Race St	CRA	8/6/2014	1/28/2015	061-15000-09	15-111	100	10	2015	12/31/2024
CONTINUE	SOLI Interests LLC	1200 and 1208 Main St	CRA	9/4/2014	9/15/2014	061-15000-09	14-114	100	10	2016	12/31/2025
CONTINUE	Globe Building LLC	1801-1805 Elm Street	CRA	9/4/2014	8/17/2016	061-15000-09	16-040	100	10	2016	12/31/2025
CONTINUE	Urban Legacy VIII, LLC	15 W. 14th St	CRA	9/4/2014	8/17/2016	061-15000-09	16-039	100	10	2015	12/31/2024
CONTINUE	Transept Property, LLC	1205 Elm St	CRA	10/29/2014	10/13/2014	061-15000-09	19-017	100	10	2016	12/31/2025
CONTINUE	Avondale Housing LP	Avondale Revitalization Phase 1B	CRA	10/29/2014	11/13/2014	061-15000-09	14-109	100	8	2017	12/31/2024
CONTINUE	Marlowe Court Limited Partnership	Marlowe Court	LEED CRA	10/29/2014	6/16/2016	061-15000-09	16-038	100	15	2018	12/31/2032
CONTINUE	Avondale Housing II, LP	Avondale Revitalization Phase 1A	CRA	11/11/2014	11/13/2014	061-15000-09	14-107	100	8	2016	12/31/2023
CONTINUE	Rhinegeist	Rhinegeist Expansion	CRA	12/17/2014	1/9/2015	061-15000-09	15-107	100	10	2016	12/31/2025
CONTINUE	Trevarren Flats I LLC	Trevarren Flats	LEED CRA	12/17/2014	12/3/2014	061-15000-09	17-008	100	12	2016	12/31/2027
CONTINUE	ACG Merchants, LLC	32 W 6th St - Newberry Lofts	LEED CRA	12/17/2014	5/19/2015	061-15000-09	15-118	100	12	2017	12/31/2028
CONTINUE	McMillan Apartments, LLC	McMillan Apartments, LLC	LEED CRA	12/17/2014	6/9/2015	061-15000-09	15-123	100	15	2016	12/31/2030
CONTINUE	Gaslight Gardens LLC	Gaslight Whitfield, Ltd	LEED CRA	1/7/2015	2/12/2015	061-15000-09	15-100	100	15	2017	12/31/2031
CONTINUE	SOLI Interests LLC	1405 Clay	CRA	1/22/2015	2/18/2015	061-15000-09	15-101	100	12	2016	12/31/2027
CONTINUE	Avondale Community Council	Avondale Connection - Bus. & Comm Ctr	CRA	2/4/2015	2/5/2015	061-15000-09	19-031	100	12	2018	12/31/2029
CONTINUE	VP4, LLC	VP4, LLC	LEED CRA	2/19/2015	3/20/2015	061-15000-09	15-114	100	15	2016	12/31/2030
CONTINUE	Metcut Research Inc.	Metcut Expansion - Project Oak Forest	CRA	3/18/2015	7/22/2015	061-15000-09	16-013	100	12	2017	12/31/2028
CONTINUE	Artichoke Properties, LLC	Redevelopment of 1824 Elm Street	LEED CRA	4/8/2015	5/6/2015	061-15000-09	15-112	100	12	2016	12/31/2027
CONTINUE	3117 Southside Realty LLC	Southside Realty-Industrial	LEED CRA	4/29/2015	5/15/2015	061-15000-09	16-051	90	15	2016	12/31/2030
CONTINUE	Avila Magna Group, LLC	1509 Republic Street	CRA	4/29/2015	5/21/2015	061-15000-09	15-125	100	8	2016	12/31/2023
CONTINUE	Central Y Senior Apartments, LLC	Parkway Place Apartments	CRA	5/28/2015	6/12/2015	061-15000-09	15-119	100	8	2016	12/31/2023
CONTINUE	Seymour Investments, LLC	Enquirer Distribution Ctr - Techsolve II	CRA	5/28/2015	7/17/2015	061-15000-09	15-121	100	7	2017	12/31/2023
CONTINUE	3075 Vandercar SPDC LLC	Office Relocation - Oakley Station	LEED CRA	6/24/2015	7/22/2015	061-15000-09	15-117	100	15	2017	12/31/2031
CONTINUE	Towne Properties	Holy Cross Chapel Conversion	LEED CRA	6/24/2015	8/24/2015	061-15000-09	16-009	100	12	2018	12/31/2029
CONTINUE	Eighth and Sycamore LLC and NAP Sycamore LLC	8th and Sycamore	CRA	6/24/2015	10/5/2015	061-15000-09	16-019	100	15	2017	12/31/2031
CONTINUE	Saturday Knight Ltd.	Saturday Knight Relocation	CRA	6/24/2015	11/17/2015	061-15000-09	19-057	100	12	2016	12/31/2027
CONTINUE	Knowlton Northside Limited Partnership	Knowlton Northside Senior Housing	LEED CRA	7/1/2015	8/15/2015	061-15000-09	15-116	100	15	2017	12/31/2031
CONTINUE	512 E 12th, LLC	512 E 12th Street	CRA	7/1/2015	8/5/2015	061-15000-09	17-000	100	8	2017	12/31/2024
CONTINUE	Base Operations, Inc.	Base Operations, Inc.	CRA	9/30/2015	2/5/2016	061-15000-09	16-034	100	8	2014	12/31/2021

Printed on 6/22/2020 Pa{ 143

Current Year TIRO Disposition	Organization Legal Name	Project Name	Program Type	Approved by City Council	Agreement Executed by Company & City	ODSA Master	ODSA Individual	Rate	Term	Start Year	End Date
CONTINUE	OTR A.D.O.P.T.	1702 Central Parkway	CRA	10/14/2015	10/21/2015	061-15000-09	16-011	100	8	2017	12/31/2024
CONTINUE	Broadway Square III, LLC	Broadway Square Phase III	LEED CRA	10/14/2015	10/30/2015	061-15000-09	16-017	100	12	2017	12/31/2028
CONTINUE	1826 Race, LLC	1826 Race Redevelopment	LEED CRA	10/14/2015	2/10/2016	061-15000-09	16-028	100	12	2019	12/31/2030
CONTINUE	Market Square I, LLC	Market Square I	LEED CRA	10/14/2015	2/10/2016	061-15000-09	16-027	100	12		
CONTINUE	Hagen Properties, LLC	1833 Vine Street	CRA	10/28/2015	2/16/2016	061-15000-09	16-010	100	8	2017	12/31/2024
CONTINUE	Lytle Park Inn, LLC	Cincinnati Autograph Hotel	CRA	12/2/2015	2/24/2016	061-15000-09	17-002	100	12		
CONTINUE	SOLI Interests LLC	527 E. 13th	CRA	1/21/2016	3/22/2016	061-15000-09	16-024	100	12	2017	12/31/2028
CONTINUE	GBG Strategies, LLC	12th & Main Area Office Development	CRA	2/18/2016	3/2/2016	061-15000-09	16-025	100	12	2017	12/31/2028
CONTINUE	Oakley FC II, LLC	The Boulevard at Oakley Station Phase II	LEED CRA	2/18/2016	4/15/2016	061-15000-09	16-032	100	15		
CONTINUE	Pape Brothers Molding Company, LLC	1737 Elm St	LEED CRA	2/18/2016	6/2/2016	061-15000-09	16-035	100	12	2018	12/31/2029
CONTINUE	FD2 1121 Walnut, LLC	1121 Walnut	CRA	3/2/2016	3/17/2016	061-15000-09	16-030	100	12	2017	12/31/2028
CONTINUE	CinFed Federal Credit Union	CinFed Credit Union - Office Building	LEED CRA	3/2/2016	4/14/2016	061-15000-09	16-029	100	15	2017	12/31/2031
CONTINUE	Shining Lotus Rentals LLC	1527 Elm	LEED CRA	3/16/2016	4/15/2016	061-15000-09	17-011	100	12	2017	12/31/2028
CONTINUE	Oakley Hotel Enterprises LTD	Oakley Station - Homewood Suites Hotel	LEED CRA	3/16/2016	5/4/2016	061-15000-09	16-021	75	12	2018	12/31/2029
CONTINUE	Urban Legacy VIII, LLC	118 W 15th Street CRA	CRA	3/16/2016	4/11/2016	061-15000-09	17-018	100	5	2016	12/31/2020
CONTINUE	Sol Pendleton Arts, LLC	501 13th St.	LEED CRA	3/30/2016	4/15/2016	061-15000-09	16-031	100	12	2016	12/31/2027
CONTINUE	Broadway Square II, LLC	Broadway Square Phase II	LEED CRA	3/30/2016	6/16/2016	061-15000-09	16-045	100	12	2018	12/31/2030
CONTINUE	Condominium Holdings, LLC	Race Street Commercial Condos	CRA	4/13/2016	4/27/2016	061-15000-09	16-046	100	15	2018	12/31/2032
CONTINUE	Roehr Insurance Agency	Butterbean Properties - Roehr Insurance	CRA	4/13/2016	5/5/2016	061-15000-09	16-020	100	12	2017	12/31/2028
CONTINUE	Borgman Properties, LLC	Borgman Properties CRA	CRA	5/11/2016	5/19/2016	061-15000-09	16-036	100	8	2017	12/31/2024
CONTINUE	Daffin Investments Ohio, LLC	28-32 W. Court St. CRA	CRA	5/11/2016	7/13/2016	061-15000-09	18-003	100	8	2017	12/31/2024
CONTINUE	Radcliffe Holdings, LLC	Q-Labs - 1950 Radcliff Drive	CRA	6/8/2016	8/15/2016	061-15000-09	17-004	100	15	2018	12/31/2032
CONTINUE	Wulfeck Family Partnership, LLC	Jet Machine Expansion	CRA	6/8/2016	9/9/2016	061-15000-09	16-050	75	15	2019	12/31/2033
CONTINUE	Document Destruction	MPC Management - Expansion	CRA	6/8/2016	4/28/2017	061-15000-09	18-011	100	8	2017	12/31/2024
CONTINUE	The Community Builders	Avondale Town Center - Commercial	LEED CRA	6/27/2016	10/27/2017	061-15000-09	19-008	100	12		
CONTINUE	New Avondale Center, LLC	Avondale Town Center - Mixed New	LEED CRA	6/27/2016	9/19/2017	061-15000-09	19-009	100	15	2019	12/31/2033
CONTINUE	BAM Realty Group, LLC	3094 Madison LEED-CRA	LEED CRA	6/29/2016	7/8/2016	061-15000-09	16-052	75	15	2018	12/31/2032
CONTINUE	Maslott Properties LLC	1818 & 1820 Logan Street	CRA	6/29/2016	7/26/2016	061-15000-09	16-044	75	8	2019	12/31/2026
CONTINUE	Woods Real Estate Investments, LLC	Woods Real Estate Investments, LLC	CRA	6/29/2016	7/27/2016	061-15000-09	16-049	100	12	2017	12/31/2028
CONTINUE	Wellington APT LLC	111 Wellington Place	LEED CRA	6/29/2016	8/1/2016	061-15000-09	16-042	100	15	2019	12/31/2033
CONTINUE	Empower Media Marketing	Empower Office- 11-25 E. 14th CRA	LEED CRA	6/29/2016	8/26/2016	061-15000-09	16-054	100	15	2018	12/31/2032
CONTINUE	The Kroger Co	Culinary Training & Education Center	LEED CRA	6/29/2016	9/15/2016	061-15000-09	16-048	100	12		12/31/2027
CONTINUE	ARP Commercial, LLC	Abington, Race, & Pleasant - Commercial	CRA	6/29/2016	12/5/2016	061-15000-09	17-006	100	12	2018	12/31/2029
CONTINUE	Grandin Properties	1600 Central Parkway	CRA	8/3/2016	8/26/2019	061-15000-09	19-052	100	8	2017	12/31/2024
CONTINUE	Grandin Company LTD	Strietmann Building Office Renovation	LEED CRA	9/14/2016	10/4/2016	061-15000-09	16-053	100	12	2018	12/31/2029
CONTINUE	Abington Race and Pleasant LLC	Abington, Race, & Pleasant Apts.	CRA	10/12/2016	11/14/2016	061-15000-09	17-001	100	12	2019	12/31/2030
CONTINUE	BAM Realty Group, LLC	8 East 4th Street	CRA	12/7/2016	12/13/2016	061-15000-09	18-000	75	8	2018	12/31/2025
CONTINUE	15th and Vine, LLC	15th and Vine	CRA	12/7/2016	12/13/2016	061-15000-09	20-013	100	12	2018	12/31/2029
CONTINUE	OTR Holdings, Inc.	131 W 15th Street	CRA	12/7/2016	12/22/2016	061-15000-09	17-007	100	12	2019	12/31/2030
CONTINUE	K-S Realty Holdings LLC	West Side Brewing Commercial CRA	CRA	12/7/2016	1/27/2017	061-15000-09	17-017	100	12	2018	12/31/2029
CONTINUE	OTR Holdings, Inc.	1233 Walnut	CRA	12/21/2016	2/1/2017	061-15000-09	19-058	100	12	2018	12/31/2029
CONTINUE	Post Office Place LLC	Post Office Place LLC - CRA	CRA	1/5/2017	1/27/2017	061-15000-09	19-005	100	8	2017	12/31/2024

Printed on 6/22/2020 Pa{ 144

Current Year TIRO	Organization Legal Name	Project Name	Program	Approved by City Council	Agreement Executed by Company & City	ODSA Master	ODSA Individual	Rate	Term	Start Year	End Date
CONTINUE	Shihasi West 7	106 W. 7th Street	LEED CRA	1/11/2017	4/19/2018	061-15000-09	18-022	100	12	Teal	
CONTINUE	1207 Elm, LLC	1207 Elm	LEED CRA	2/15/2017	4/5/2017	061-15000-09	17-015	100	12	2018	12/31/2029
CONTINUE	Nehemiah Manufacturing Company, LLC	Metro West Commerce Park	CRA	3/15/2017	4/11/2017	061-15000-09	19-013	90	15	2018	12/31/2032
CONTINUE	On the Rhine LLC	Urban Stead Cheese CRA	LEED CRA	4/12/2017	4/26/2017	061-15000-09	17-012	100	12	2018	12/31/2029
CONTINUE	1925 Vine, LLC	1925 Vine Street	LEED CRA	4/26/2017	5/25/2017	061-15000-09	17-014	100	12		,
CONTINUE	The Fortus Group	W Liberty & Elm	CRA	5/10/2017	3/12/2018	061-15000-09	18-025	100	15		
CONTINUE	The Fortus Group	W Liberty & Elm	CRA	5/10/2017	3/12/2018	061-15000-09	18-026	100	12		
CONTINUE	Midnight Oil Company	1536, 1538, 1540 Race	CRA	5/17/2017	6/7/2018	061-15000-09	19-020	84	12	2019	12/31/2030
CONTINUE	205WM, LLC	205 W. McMicken	CRA	5/24/2017	6/19/2017	061-15000-09	18-006	100	8	2019	12/31/2026
CONTINUE	Jobs Cafe, LLC	Market Square II	LEED CRA	5/24/2017	7/7/2017	061-15000-09	18-001	100	12	2019	12/31/2030
CONTINUE	Deeper Roots Holdings	Deeper Roots CRA	CRA	6/7/2017	6/23/2017	061-15000-09	17-019	100	12	2018	12/31/2029
CONTINUE	TLAAT 7 LLC	Active Day Senior Care - CRA	CRA	6/7/2017	7/11/2017	061-15000-09	17-016	100	12	2018	12/31/2029
CONTINUE	Broadway Building Investors	824 Broadway	CRA	6/7/2017	7/11/2017	061-15000-09	19-034	100	12	2019	12/31/2030
CONTINUE	Paramount Redevelopment LLC	Gateway at McMillan	CRA	6/7/2017	10/24/2017	061-15000-09	20-004	100	12		
CONTINUE	Bond Hill Roselawn Senior Housing LP	Roselawn Senior Apartments	LEED CRA	6/7/2017	12/22/2017	061-15000-09	19-007	100	15	2019	12/31/2033
CONTINUE	1415 Republic LLC	1415 Republic	CRA	6/21/2017	7/21/2017	061-15000-09	18-002	100	12	2019	12/31/2030
CONTINUE	1526 Blair, LLC	1526 Blair Ave	CRA	6/28/2017	7/11/2017	061-15000-09	18-005	100	12	2019	12/31/2030
CONTINUE	Burke Inc.	Burke, Inc 500 W 7th Street	CRA	6/28/2017	9/7/2017	061-15000-09	18-014	100	15	2019	12/31/2033
CONTINUE	Stratford Court II, LLC	Stratford Apartments II	LEED CRA	6/28/2017	9/18/2017	061-15000-09	18-010	100	15	2019	12/31/2033
CONTINUE	Court & Walnut, LLC	Court & Walnut	CRA	6/28/2017	8/23/2017	061-15000-09	18-016	100	15		
CONTINUE	RBI Techsolve Property LLC	RBI Techsolve / RBI Solar - CRA	CRA	6/28/2017	11/20/2018	061-15000-09	19-012	100	12	2018	12/31/2029
CONTINUE	The Community Builders	Avondale Town Center - LIHTC Project	LEED CRA	8/9/2017	10/27/2017	061-15000-09	19-010	100	15		
CONTINUE	OH-UC Holdings I, LLC	Straight Street Collegiate Apartments	LEED CRA	9/13/2017	10/11/2017	061-15000-09	18-017	100	15		
CONTINUE	Maplewood & Kinsey, LLC	2415 Maplewood	LEED CRA	9/19/2017	12/20/2017	061-15000-09	18-007	100	12		
CONTINUE	Morgan Apartments LLC	Morgan Apartments	CRA	10/11/2017	10/20/2017	061-15000-09	18-030	100	12	2019	12/31/2030
CONTINUE	Uptown 5, LLC	341 & 343 Calhoun	CRA	10/11/2017	6/11/2018	061-15000-09	19-056	100	10		
CONTINUE	Paramount Square, LLC	Paramount Square	LEED CRA	11/5/2017	11/28/2017	061-15000-09		100	15		
CONTINUE	TLAAT9, LLC	Neyer Management	CRA	12/6/2017	1/5/2018	061-15000-09	18-015	100	12	2019	12/31/2030
CONTINUE	Adams Edge Properties, LLC	Adams Edge	LEED CRA	12/6/2017	1/18/2018	061-15000-09	18-013	100	12		12/31/2032
CONTINUE	GSRC Power, LLC	Power Building CRA	CRA - HIST	12/20/2017	12/20/2017			100	10	2019	12/31/2023
CONTINUE	Urban Legacy VIII, LLC	1401 Walnut - CRA	CRA	2/7/2018	5/3/2018	061-15000-09	19-015	100	12	2019	12/31/2030
CONTINUE	River City Glass, Inc.	McAndrews Glass	CRA	2/22/2018	3/12/2018	061-15000-09	18-020	100	12	2019	12/31/2030
CONTINUE	US Bank	U.S. Bank - CRA/JCTC	CRA	5/16/2018	7/25/2018	061-15000-09	19-006	100	10		
CONTINUE	HG Pearl Provident, LLC	632 Vine Street / Provident Building	LEED CRA	5/16/2018	12/26/2018	061-15000-09	19-042	100	15		
CONTINUE	Oakley Child Care III, LLC	Oakley Child Care III, LLC	CRA	6/13/2018	7/9/2018	061-15000-09	18-029	100	9	2019	12/31/2027
CONTINUE	Santana Properties, LLC	611 Main - Mazunte 2	CRA	6/13/2018	8/2/2018	061-15000-09	18-031	100	12		
CONTINUE	Findlaomi, LLC	1706 Central Parkway	CRA	6/27/2018	8/15/2018	061-15000-09	19-000	80	10		
CONTINUE	Carrie's Place, LLC	Carrie's Place - Phase II	CRA	8/1/2018	9/5/2018	061-15000-09	18-034	100	12		
CONTINUE	4th and Race Redevelopment, LLC	4th and Race Redevelopment	LEED CRA	9/12/2018	10/19/2018	061-15000-09	19-033	100	15		
CONTINUE	Ingalls Hotel, LLC	Ingalls Building	LEED CRA	9/19/2018	11/2/2018	061-15000-09	19-051	100	15		
CONTINUE	E Barg LLC	1738-40 Queen City CRA	CRA	9/19/2018	11/8/2018	061-15000-09	19-004	100	12		
CONTINUE	Black Forest Holdings IV Ltd.	Sims-Lohman Expansion	CRA	10/3/2018	6/17/2019	061-15000-09	19-061	100	15	2019	12/31/2033

Current Year TIRC Disposition	Organization Legal Name	Project Name	Program Type	Approved by City Council	Agreement Executed by Company & City	ODSA Master	ODSA Individual	Rate	Term	Start Year	End Date
CONTINUE	Kenkel Family Investment I, LLC	Tri-State Wholesale CRA	CRA	10/3/2018	5/10/2019	061-15000-09	19-019	100	12		
CONTINUE	OTR Market Properties, LLC	1635 Race	CRA	10/10/2018	11/9/2018	061-15000-09	19-002	95	9		
CONTINUE	Paramount Redevelopment LLC	731 E McMillan Renovation	CRA	10/10/2018	2/28/2019	061-15000-09	20-005	100	12		
CONTINUE	University Townhomes, LLC	3561 Eden Avenue	CRA	10/24/2018	11/16/2018	061-15000-09	19-003	100	12		
CONTINUE	Court Street Condos, LLC	Court Street Commons	LEED CRA	10/31/2018	11/30/2018	061-15000-09	19-040	100	15		
CONTINUE	Vision Cincinnati, LLC	37 W. 7th Street - LEED CRA	LEED CRA	12/5/2018	2/28/2019	061-15000-09	19-060	100	15		
CONTINUE	Cincy Downtown Lodging Associates, LLC	299 E. Sixth Street	LEED CRA	12/5/2018	2/26/2019	061-15000-09	19-036	100	15		
CONTINUE	57 East, LLC	57 East	CRA	12/19/2018	1/18/2019	061-15000-09	19-011	100	12		
CONTINUE	EWH 2806 LLC	EWH 2806 LLC	CRA	12/19/2018	1/30/2019	061-15000-09	19-030	100	15		
CONTINUE	UA5 LLC	Eden University	LEED CRA	12/19/2018	2/26/2019	061-15000-09	19-027	100	15		
CONTINUE	1540 Elm LLC	1540 Elm CRA	CRA	2/6/2019	2/20/2019	061-15000-09	19-016	100	8		
CONTINUE	423 East 13th Street, LLC	423 E. 13th Street	CRA	4/3/2019	4/25/2019	061-15000-09	19-022	100	10		12/31/2030
CONTINUE	Queen City Flatts, LLC	Hubbard Radio Relocation	CRA	4/17/2019	8/8/2019	061-15000-09	19-048	100	12		
CONTINUE	4538 Camberwell, LLC	Apollo Home Relocation	CRA	4/17/2019	6/4/2019	061-15000-09	20-008	100	12		
CONTINUE	Findlay Center, LLC	Findlay Center	LEED CRA	5/8/2019	10/17/2019	061-15000-09	20-003	100	15		
CONTINUE	1733 Elm St, LLC	1733 Elm Street	CRA	6/12/2019	7/12/2019	061-15000-09	19-035	100	12		
CONTINUE	OTR Housing Group, LLC	1513 Republic Street - Non-LEED CRA	CRA	6/12/2019	8/20/2019	061-15000-09	19-050	100	15		
CONTINUE	Links Unlimited	Links Unlimited Relo/Expansion	CRA	6/12/2019	8/10/2019	061-15000-09	19-041	100	12		
CONTINUE	Pendleton Development I, LLC	526 E 12th CRA	CRA	6/19/2019	8/27/2019	061-15000-09		100	15		
CONTINUE	Seymour Industrial 1, LLC	Cincinnati Gardens Site Redevelopment	CRA	6/26/2019	8/19/2019	061-15000-09	19-053	100	12		
CONTINUE	Seitz, LLC	303 Seitz St	CRA	8/7/2019	8/15/2019	061-15000-09	19-054	100	12		
CONTINUE	8K Development Company, LLC	1714 Vine CRA	CRA	10/16/2019	10/31/2019	061-15000-09	20-007	100	12		
CONTINUE	Keidel Supply Company Inc.	Keidel Supply Company, Inc. Relocation	CRA	11/14/2019	12/4/2019	061-15000-09	10-005	100	12	2012	12/31/2023
CONTINUE	Keidel Supply Company Inc.	Keidel Supply Company, Inc. Relocation	CRA	11/14/2019	12/4/2019	061-15000-09	20-011	100	12		
CONTINUE	509 E12 ST, LLC	509 E12 ST CRA	CRA	12/4/2019	12/31/2019	061-15000-09		100	12		
CONTINUE	222 Mohawk LLC	222-226 Mohawk CRA	CRA	12/4/2019	12/31/2019	061-15000-09		100	12		
CONTINUE	NB CP Cincy, DST	McMillan Manor LLC CRA	CRA	3/23/2005	4/18/2005	061-00865-06	05-002	100	15	2006	12/31/2020
CONTINUE	Masi Realty LLC	Malton Art Gallery CRA	CRA	10/8/2008	10/1/2008	061-15000-09	09-002	100	15	2010	12/31/2024
CONTINUE	NBDC I, LLC	Hildebrant/Hilmon Child Care Center	CRA	1/1/2011	3/7/2011	061-15000-09	11-002	100	12	2012	12/31/2023
CONTINUE	Salvation Army Catherine Booth Residence LP	Salvation Army Catherine Booth Residence	CRA	12/19/2012	2/5/2013	061-15000-09	13-002	100	8	2015	12/31/2022
CONTINUE	Beasley Place LLC	Beasley Place - RRP	CRA	5/1/2013	10/22/2013	061-15000-09	13-011	100	8	2015	12/31/2022
CONTINUE	Over-the-Rhine Community Housing	CRA - 1500 Elm Street	CRA	6/26/2013	2/5/2013	061-15000-09	13-001	100	8	2014	12/31/2021
CONTINUE	Cutter Historic Apartments, LLC	Cutter Historic Apartments	CRA	4/25/2014	10/1/2015	061-15000-09	16-043	100	8	2017	12/31/2024
CONTINUE	General Electric	GE Operations Center	CRA	6/23/2014	6/23/2014	061-15000-09	14-112	100	15	2016	12/31/2030
CONTINUE	South Block Properties, Ltd.	3930 Spring Grove	CRA	6/25/2014	6/25/2014	061-15000-09	15-113	100	12	2014	12/31/2025
CONTINUE	South Block Properties, Ltd.	3929 Spring Grove	CRA	6/25/2014	10/7/2014	061-15000-09	14-111	100	12	2016	12/31/2027
CONTINUE	BarbAurora, LLC	BarbAurora, LLC	CRA	12/10/2014	1/9/2015	061-15000-09	15-108	100	12	2018	12/31/2029
CONTINUE	Sands Senior Apartments, LLC	CRA - Sands Senior Apartments	LEED CRA	2/4/2015	3/12/2015	061-15000-09	15-110	100	12	2017	12/31/2028
CONTINUE	Youthland Academy	Children United, ILC	LEED CRA	5/13/2015	6/25/2015	061-15000-09	17-010	100	15		
CONTINUE	Sterling Medical Corporation	2650 Burnet Ave	LEED CRA	7/1/2015	8/24/2015	061-15000-09	19-029	100	12		
CONTINUE	South Block Phase IV, LLC	3936 Spring Grove	CRA	10/28/2015	4/6/2016	061-15000-09	19-021	100	12		
CONTINUE	Andante Housing, LLC	51 E Clifton Ave	LEED CRA	12/16/2015	1/27/2016	061-15000-09	16-008	100	12	2018	12/31/2029

Current Year TIRC Disposition	Organization Legal Name	Project Name	Program Type	Approved by City Council	Agreement Executed by Company & City	ODSA Master	ODSA Individual	Rate	Term	Start Year	End Date
CONTINUE	Motz Properties LLC	3229 Riverside Dr - CRA	CRA	1/13/2016	11/1/2017	061-15000-09	19-014	100	12	2018	12/31/2029
CONTINUE	KAAPS 7364, LLC	Roselawn Center Renovation	CRA	12/21/2016	1/23/2017	061-15000-09	17-009	100	12	2018	12/31/2029
CONTINUE	OTR Housing Group, LLC	1531 Elm, 1533 Elm, 1533 Pleasant	CRA	12/6/2017	12/29/2017	061-15000-09	19-028	100	8	2019	12/31/2026
CONTINUE	Cincinnati Scholar House LP	Cincinnati Scholar House	LEED CRA	5/16/2018	6/26/2018	061-15000-09	18-032	100	15		
CONTINUE	Supreme Bright Cincinnati	First National Bank	LEED CRA	1/24/2019	3/1/2019	061-15000-09	19-039	100	15		
CONTINUE	Seto Ventures, LLC	Climb Time Gym	CRA	1/24/2019	6/4/2019	061-15000-09	19-059	100	9		
CONTINUE	12 E Court Street, LLC	12 E. Court CRA	LEED CRA	10/16/2019	11/10/2019	061-15000-09	20-002	100	15		
CONTINUE	Jackson Investors 2019, LLC	1225-1227 Jackson Street	LEED CRA	8/7/2019	9/16/2019	061-15000-09	19-047	100	15		
MODIFY	Film Center, LLC	Film Center	CRA	3/16/2016	1/23/2017	061-15000-09	18-012	100	12	2019	12/31/2030
MODIFY	Kauffman Vine LLC	1725 Vine Street	LEED CRA	6/28/2017	11/16/2017	061-15000-09	19-049	100	12		
MODIFY	Porch Swing Properties, LLC	1612 Elm Redevelopment	CRA	1/29/2014	2/20/2014	061-15000-09	14-005	100	12		
MODIFY	3MG Properties LTD	1607 Main	CRA	6/29/2016	8/1/2016	061-15000-09	16-047	100	12		
MODIFY	Custom Pro Logistics	Custom Pro Logistics - JCTC & CRA	CRA	2/23/2017	4/12/2018	061-15000-09	18-021	100	12		
MODIFY	Condominium Holdings, LLC	116 W 15th Street	CRA	5/24/2017	7/21/2017	061-15000-09	19-044	100	12		
MODIFY	Condominium Holdings, LLC	1505 Race	CRA	5/24/2017	7/21/2017	061-15000-09	19-045	100	10		
MODIFY	1228 McMillan, LLC	1228 E. McMillan (Williams YMCA)	CRA	6/7/2017	8/2/2017	061-15000-09	18-004	100	12		
MODIFY	Allston Place LLC	4016 Allston Place Commercial CRA	CRA	6/14/2017	7/21/2017	061-15000-09	19-023	66.7	12		
MODIFY	Neyer Holdings, Inc.	130-132 E. 6th Street	LEED CRA	6/21/2017	8/2/2017	061-15000-09		100	12		
MODIFY	Neyer Holdings, Inc.	126-128 E. 6th Street	LEED CRA	6/21/2017	8/2/2017	061-15000-09		100	12		
MODIFY	Court & Walnut, LLC	Court & Walnut	CRA	6/28/2017	8/23/2017	061-15000-09	18-019	100	15		
MODIFY	233 Gilman, LLC	225 Gilman	LEED CRA	9/13/2017	10/20/2017	061-15000-09	18-009	100	12		
MODIFY	1737 Vine, LLC	1737 Vine Street CRA	CRA	9/13/2017	3/30/2018	061-15000-09	19-018	100	12		
MODIFY	Azeotropic Partners, LLC	1301 Walnut St_ Residential	CRA	12/20/2017	3/2/2018	061-15000-09	18-024	100	10		
MODIFY	Azeotropic Partners, LLC	1301 Walnut St_ Commercial	CRA	12/20/2017	2/28/2018	061-15000-09	18-023	100	15		
MODIFY	OTR Holdings, Inc.	1501 Vine Street	CRA	2/7/2018	3/20/2018	061-15000-09	18-018	100	12		
MODIFY	Mrs. Pig, LLC	Mrs. Pig (109 W Elder)	CRA	2/22/2018	3/23/2018	061-15000-09	19-043	80	10		
MODIFY	Ranger Community Group, LLC	1035 Dayton	CRA	6/13/2018	7/10/2018	061-15000-09		100	12		
MODIFY	Cincinnati Brewery District Apartments, LLC	1906 Elm Street	CRA	6/27/2018	9/11/2018	061-15000-09	19-063	100	12		
MODIFY	Race and Vine Offices, LLC	Race and Vine Offices	CRA	10/10/2018	10/15/2018	061-15000-09	19-062	100	10		
MODIFY	2347 Reading Road, LLC	2347 Reading Road, LLC	CRA	11/15/2018	11/16/2018	061-15000-09	19-001	100	15		
MODIFY	Building #1, LLC	100 E. Clifton, 101 & 105 Peete Renovation	LEED CRA	12/5/2018	12/17/2018	061-15000-09	19-064	100	12		
MODIFY	Alto Properties, LLC	6087 Montgomery Road	LEED CRA	12/12/2018	5/31/2019	061-15000-09	19-032	100	12		
MODIFY	Wooster Development, Ltd.	Prus Construction Expansion	CRA	1/30/2019	5/18/2019	061-15000-09	19-024	100	12		12/31/2031
MODIFY	1629 Citadel LLC	2346 Boone CRA	CRA	2/13/2019	3/1/2019	061-15000-09	19-025	100	8		
MODIFY	Nation Worldwide, LLC	Nation Kitchen and Bar	CRA	2/13/2019	8/6/2019	061-15000-09	20-000	100	12		
MODIFY	Price Hill Will	Masonic Lodge - Incline Arts & Events Ctr	CRA	5/11/2019	6/12/2019	061-15000-09	20-010	100	12		
MODIFY	OTR Dispensaries, LLC	1902 Colerain - CRA	CRA	6/26/2019	7/22/2019	061-15000-09	19-037	100	9		
MODIFY	Solica Construction	722 E McMillan	CRA	6/26/2019	10/22/2019	061-15000-09	20-009	100	12		
MODIFY	793 E McMillan, LLC	Comfort Station	CRA			061-15000-09	18-033	100	15		
TERMINATE	Children's Hospital Medical Center	Herald Building LEED-CRA	LEED CRA	2/13/2008	2/29/2008	061-15000-01	08-001	100	15	2009	12/31/2023
TERMINATE	Red Bank Crossing II, LLC	Red Bank Crossing II LEED-CRA	LEED CRA	4/26/2008	4/14/2008	061-15000-09	08-002	100	12	2008	12/31/2019
TERMINATE	Race, Republic & Green, LLC	Friar's Court - Race, Republic, & Green	CRA	2/9/2011	3/18/2011	061-15000-09	16-016	100	8	2012	12/31/2019

Current Year TIRC Disposition	Organization Legal Name	Project Name	Program	Approved by	Agreement Executed	ODSA Master	ODSA Individual	Rate	Term	Start Year	End Date
Disposition			Туре	City Council	by Company & City		individual			Year	
TERMINATE	Meyer Tool Inc	Meyer Tool Expansion (CRA & JCTC)	CRA	6/26/2012	8/20/2012			100	15	2013	12/31/2018
TERMINATE	4021 Eastern Avenue, LLC	Jackson Theater Renovation	CRA	2/6/2013	12/23/2013	061-15000-09	13-102	100	6	2014	12/31/2019
TERMINATE	CCM Realty Holding Company, LLC	Clifton Market - CRA Tax Abatement	CRA	12/9/2015	2/22/2016	061-15000-09	16-023	100	12	2017	12/31/2028
TERMINATE	Elm Street Ventures, LLC	Elm Street Ventures, LLC	LEED CRA	4/29/2014	10/7/2014	061-15000-09	14-106	100	12	2015	12/31/2026
TERMINATE	100 Findlay, LLC	100 Findlay	CRA	11/12/2015	2/16/2016			100	8		

Current Year TIRC				Program	Annual Report		Current Year	Fee Payment	Annual
Disposition	Compliant?	Organization Legal Name	Project Name	Туре	Received	Approval Notes	Annual Fee	Date	Fee Paid
CONTINUE	Yes	Corryville Community Development Corporation	Stetson Square (University Village) CRA	CRA	2/7/2020		\$2,500.00	3/9/2020	\$2,500.00
CONTINUE	Yes	Machine Flats, LLC	3301 Colerain - Middle Earth	CRA - HIST	3/17/2020		\$534.81	5/29/2020	\$534.81
CONTINUE	Yes	Uptown Rental Properties LLC	260 East University CRA	CRA	2/4/2020		\$500.00	4/14/2020	\$500.00
CONTINUE	Yes	Wooster Park Office Condominium Association	Wooster Park office condos CRA	CRA	3/10/2020		\$1,086.86	2/18/2020	\$1,086.86
CONTINUE	Yes	RD America Inc.	Restaurant Depot CRA	CRA	3/4/2020		\$846.69	3/23/2020	\$846.69
CONTINUE	Yes	Stratford Companies	Senior Star - Assisted Living CRA	CRA	3/19/2020		\$2,500.00	2/25/2020	\$2,500.00
CONTINUE	Yes	2718 Observatory Partners LLC	2718 Observatory Avenue CRA	CRA	3/31/2020		\$500.00	4/9/2020	\$500.00
CONTINUE	Yes	KMS Realty, LTD	Skyline Chili CRA (Walnut Hills)	CRA	2/19/2020		\$500.00	2/13/2020	\$500.00
CONTINUE	Yes	Towne Properties	DeSales Apartments II CRA	LEED CRA	5/29/2020		\$1,950.57	6/8/2020	\$1,950.57
CONTINUE	Yes	Burke Inc.	Burke, Inc.	LEED CRA	3/13/2020		\$1,838.84	3/2/2020	\$1,838.84
CONTINUE	Yes	La Caisse, Inc.	KZF Design Relocation to 700 Broadway	LEED CRA	3/23/2020	Pending amendment	\$500.00	4/14/2020	\$500.00
CONTINUE	Yes	DeVotie Hall Association	DeVotie Hall Renovation and Addition	LEED CRA	3/20/2020	-	\$500.00	5/29/2020	\$500.00
CONTINUE	Yes	Medpace Inc.	RBM Dev/ 100 Medpace Way	LEED CRA	2/26/2020		\$2,500.00	2/27/2020	\$2,500.00
CONTINUE	Yes	Forest Square Apartments Limited Partnership	Forest Square Senior Apartments	LEED CRA	3/23/2020		\$500.00	4/9/2020	\$500.00
CONTINUE	Yes	MTK, Inc.	Q Laboratories Expansion CRA	CRA	2/3/2020		\$500.00	4/22/2020	\$500.00
CONTINUE	Yes	Christian Moerlein Brewing Co.	Christian Moerlein at The Banks	LEED CRA	3/29/2020		\$1,699.45	4/21/2020	\$1,699.45
CONTINUE	Yes	Links Unlimited	Links Unlimited	LEED CRA	3/31/2020		\$1,605.07	4/17/2020	\$1,605.07
CONTINUE	Yes	Gamma Xi 21, Inc.	Delta Tau Delta Fraternity House	LEED CRA	3/13/2020		\$500.00	2/20/2020	\$500.00
CONTINUE	Yes	1415 Vine, LLC	Gateway IV	CRA	3/20/2020		\$500.00	4/27/2020	\$500.00
CONTINUE	Yes	1400 Race, LLC	1400 Race Street	CRA	3/20/2020		\$777.83	4/27/2020	\$777.83
CONTINUE	Yes	Fay Limited Partnership	Wallick-Stern-Hendy Properties -Fay Apts	CRA	3/20/2020		\$2,500.00	5/29/2020	\$2,500.00
CONTINUE	Yes	Eagle Realty Group, LLC	Phelps Apt Convrsn to Courtyard Marriot	CRA	3/19/2020		\$2,500.00	3/23/2020	\$2,500.00
CONTINUE	Yes	65 West LLC	65 West-LEED CRA	LEED CRA	2/4/2020		\$1,113.93	4/14/2020	\$1,113.93
CONTINUE	Yes	Bluerock Lofts, LLC	Northside American Can/Factory Square	CRA	2/18/2020		\$2,500.00	3/13/2020	\$2,500.00
CONTINUE	Yes	Highland MOB, LLC	Highland MOB, LLC	LEED CRA	2/3/2020		\$1,047.33	4/14/2020	\$1,047.33
CONTINUE	Yes	Urban Sites	9487 Dry Fork Rd, LLC	LEED CRA	2/3/2020		\$500.00	2/10/2020	\$500.00
CONTINUE	Yes	Sky Lofts LLC	The Edge	LEED CRA	2/4/2020		\$821.90	2/10/2020	\$821.90
CONTINUE	Yes	Aegis Protective Services	3033 Robertson Ave.	CRA	2/13/2020		\$500.00	, , , , , , , , , , , , , , , , , , , ,	
CONTINUE	Yes	ACG Federal Reserve, LLC	The Reserve	LEED CRA	1/31/2020		\$2,500.00	2/18/2020	\$2,500.00
CONTINUE	Yes	Jefferson Ventures, LLC	Jefferson Ventures	CRA	2/3/2020		\$854.27	4/14/2020	\$854.27
CONTINUE	Yes	CBD Holdings	114-118 E 6th Street	LEED CRA	3/20/2020		\$500.00	4/27/2020	\$500.00
CONTINUE	Yes	CBD Holdings	122 E 6th Street	LEED CRA	3/20/2020		\$2,500.00	4/27/2020	\$2,500.00
CONTINUE	Yes	Woodburn Pointe, LLC	Woodburn Pointe	LEED CRA	6/2/2020		\$500.00	5/29/2020	\$500.00
CONTINUE	Yes	5011 Kenwood, LLC	Camargo Capital Renovation	LEED CRA	3/23/2020		\$500.00		
CONTINUE	Yes	OTR Predevelopment LLC	Color Building CRA	CRA	3/20/2020		\$500.00	4/27/2020	\$500.00
CONTINUE	Yes	Electronic Ark. LLC	222 East 14th Street	CRA	2/7/2020		\$500.00	5/29/2020	\$500.00
CONTINUE	Yes	Elberon Senior Apartments	Elberon	LEED CRA	3/23/2020		\$500.00	3/19/2020	\$500.00
CONTINUE	Yes	Daffin Investments Ohio, LLC	Youthland on Glenway Avenue	LEED CRA	3/13/2020		\$500.00	6/2/2020	\$500.00
CONTINUE	Yes	Medpace Inc.	200 Medpace Way - Bldg 2	LEED CRA	2/26/2020		\$2,500.00	3/9/2020	\$2,500.00
CONTINUE	Yes	Medpace Inc.	300 Medpace Way - Bldg 3	LEED CRA	2/26/2020		\$2,500.00	3/9/2020	\$2,500.00
CONTINUE	Yes	Hallmark Student Housing Cincinnati, LLC	University Edge Cincinnati I LEED-CRA	LEED CRA	2/12/2020		\$2,500.00	5/29/2020	\$2,500.00
CONTINUE	Yes	SV Apartments, LLC	Benchmark and Euclid Square Apartments	LEED CRA	2/3/2020		\$1,018.43	4/14/2020	\$1,018.43
CONTINUE	Yes	Hallmark Student Housing Cincinnati II, LLC	University Edge Cincinnati II, LEED CRA	LEED CRA	2/12/2020		\$1,657.47	5/29/2020	\$1,657.47
CONTINUE	Yes	Superior Automotive dba Superior Honda	4777 Spring Grove, LLC	CRA	3/4/2020		\$500.00	3/9/2020	\$500.00
CONTINUE	Yes	North Rhine Heights Limited Partnership	North Rhine Heights LEED-CRA	LEED CRA	6/2/2020	NAV	\$500.00	5/29/2020	\$500.00
CONTINUE	Yes	HCII-237 William Howard Taft Road, LLC	Taft Offices, LLC - LEED-CRA	LEED CRA	2/28/2020		\$2,500.00	3/3/2020	\$2,500.00
CONTINUE	Yes	Spring Grove Holdings, LLC	Mercer Supply Relocation	CRA	6/5/2020	Pending HCA	\$500.00	6/8/2020	\$500.00
CONTINUE		St. Paul Village II Limited Partnership	Saint Paul Village II	CRA	3/23/2020		\$972.56	4/3/2020	\$972.56
CONTINUE		Usquare, LLC	CUF U-Square @ The Loop	LEED CRA	5/29/2020		\$2,500.00	6/8/2020	\$2,500.00

Current Year TIRC				Program	Annual Report		Current Year	Fee Payment	Annual
Disposition	Compliant?	Organization Legal Name	Project Name	Type	Received	Approval Notes	Annual Fee	Date	Fee Paid
CONTINUE	Yes	BAM Realty Group, LLC	4426 Brazee Street	LEED CRA	5/6/2020		\$500.00	6/5/2020	\$500.00
CONTINUE	Yes	4138 Hamilton Avenue, LLC	Caracole Relocation (CRA)	CRA	3/17/2020		\$500.00	5/29/2020	\$500.00
CONTINUE	Yes	dunnhumby USA LLC	dunnhumbyUSA PIR	LEED CRA	3/19/2020	Exempt from CPS PILOT	\$2,500.00	2/26/2020	\$2,500.00
CONTINUE	Yes	F&C Development, Inc.	Oakley Station Apartments (LEED-CRA)	LEED CRA	1/31/2020		\$2,500.00	2/12/2020	\$2,500.00
CONTINUE	Yes	Stratford Court Apartments, LLC	Stratford Court Apartments	LEED CRA	3/11/2020	Temp Jobs Only	\$556.55	4/21/2020	\$556.55
CONTINUE	Yes	Crown Building, LLC	Crown Building, LLC	LEED CRA	3/4/2020		\$500.00	3/6/2020	\$500.00
CONTINUE	Yes	Schiel	Schiel, LLC LEED CRA	LEED CRA	2/4/2020		\$2,500.00	4/14/2020	\$2,500.00
CONTINUE	Yes	OTR Holdings, Inc.	Mercer Commons, LP Garage CRA	CRA	3/18/2020		\$882.42	2/18/2020	\$882.42
CONTINUE	Yes	Mercer Commons OTR, LLC	Mercer Commons OTR, LLC	CRA	3/20/2020		\$1,641.02	4/27/2020	\$1,641.02
CONTINUE	Yes	Columbia Delta Apartments, LLC	Columbia Delta Apartments, LLC	LEED CRA	5/29/2020		\$1,681.08	6/8/2020	\$1,681.08
CONTINUE	Yes	MREIC Cincinnati OH, LLC	Rough Brothers Expansion - Land Sale/CRA	CRA	3/17/2020		\$1,904.78	2/18/2020	\$1,904.78
CONTINUE	Yes	SREE Hotels	Enquirer Building Redevelopment	LEED CRA	1/31/2020		\$2,500.00	2/24/2020	\$2,500.00
CONTINUE	Yes	Abigail Apartments Limited Partnership	Abigail Apartments LEED - CRA	LEED CRA	6/2/2020	NAV	\$500.00	5/29/2020	\$500.00
CONTINUE	Yes	BSG2, LLC	BSG2, LLC (1404 Walnut)	CRA	2/3/2020	Temp Jobs Only	\$500.00	2/10/2020	\$500.00
CONTINUE	Yes	Alston Park Limited Partnership	Alston Park LEED CRA	LEED CRA	3/26/2020	,	\$500.00		
CONTINUE	Yes	Mercer Commons Commercial 2, LLC	Mercer Commons 2 (Commercial)	CRA	3/20/2020		\$500.00	4/27/2020	\$500.00
CONTINUE	Yes	B-Side Landlord, LLC	B-Side Landlord, LLC	CRA	3/20/2020		\$500.00	5/11/2020	\$500.00
CONTINUE	Yes	G&A Paxton, LLC	Pediatricians of Hyde Park Relocation	CRA	2/7/2020		\$500.00	2/7/2020	\$500.00
CONTINUE	Yes	3117 Southside Realty LLC	Peter Cremer Expansion	LEED CRA	3/3/2020		\$1,068.91	5/8/2020	\$1,068.91
CONTINUE	Yes	BSG2, LLC	BSG2, LLC (24 E 15th)	CRA	2/3/2020	Temp Jobs Only	\$500.00	2/10/2020	\$500.00
CONTINUE	Yes	TMG Investment Group	Broadway Square, Phase I	LEED CRA	3/4/2020	,	\$726.03	6/2/2020	\$726.03
CONTINUE	Yes	Bartlett Building LTD	Bartlett - Renaissance Hotel	LEED CRA	3/11/2020		\$2,500.00	5/8/2020	\$2,500.00
CONTINUE	Yes	233 Gilman, LLC	CRA - 233 Gilman Ave	LEED CRA	2/25/2020		\$500.00	2/28/2020	\$500.00
CONTINUE	Yes	Losantiville Evanston, LLC	Losantiville-Evanston Affordable Rental	LEED CRA	6/2/2020		\$500.00	5/29/2020	\$500.00
CONTINUE	Yes	Losantiville Evanston, LLC	Losantiville-Evanston Affordable Rental	LEED CRA	6/2/2020		\$500.00	5/29/2020	\$500.00
CONTINUE	Yes	Gantry Apartments, LLC	Gantry	LEED CRA	3/20/2020		\$2,500.00	5/8/2020	\$2,500.00
CONTINUE	Yes	Hale-Justis Lofts, LP	Hale-Justis Lofts, LP	CRA - HIST		Exempt from CPS PILOT and reporting	\$684.65		
CONTINUE	Yes	Grandin Company LTD	1308 Race Street	CRA	2/7/2020		\$500.00	4/9/2020	\$500.00
CONTINUE	Yes	Losantiville Buildings, LLC	CRA - 3257 Gilbert Ave.	LEED CRA	6/2/2020		\$568.87	5/29/2020	\$567.87
CONTINUE	Yes	Black Iron Capital LLC	Schwartz Building Renovation - 906 Main St	LEED CRA	3/23/2020		\$542.99	2/6/2020	\$542.99
CONTINUE	Yes	Broadway Development 2001 LTD	Seventh & Broadway Tower	LEED CRA	2/19/2020		\$2,500.00		$\vdash$
CONTINUE	Yes	Riverbanks Phase II-A Owner, LLC	The Banks Phase II - Residential	CRA	2/5/2020		\$2,500.00	2/13/2020	\$2,500.00
CONTINUE	Yes	Cintrifuse Innovation Hub, LLC	Cintrifuse	LEED CRA	3/23/2020		\$500.00	3/30/2020	\$500.00
CONTINUE	Yes	FC16, LLC	McMillan Firehouse Row - Phase I	CRA	2/24/2020		\$500.00	3/3/2020	\$500.00
CONTINUE	Yes	TINC, LLC	CRA - 1209 Jackson Street	CRA	3/18/2020	Pending HCA	\$500.00	5/29/2020	\$500.00
CONTINUE	Yes	VP3 LLC	VP3 New Multifamily LEED CRA	LEED CRA	2/3/2020		\$2,500.00	4/14/2020	\$2,500.00
CONTINUE	Yes	Eurostampa North America; Inc.	Eurostampa Expansion	CRA	2/20/2020		\$2,500.00	2/7/2020	\$2,500.00
CONTINUE	Yes	Gantry Apartments, LLC	1518 Knowlton Street (Gantry Phase Two)	LEED CRA	3/20/2020		\$500.00	5/8/2020	\$500.00
CONTINUE	Yes	Oakley Housing Partners, LLC	Oakley Housing Partners	LEED CRA	3/11/2020		\$2,500.00	4/21/2020	\$2,500.00
CONTINUE	Yes	Ohio Theta House Corporation of Sigma Phi Epsilon	Sigma Phi Epsilon Fraternity House	LEED CRA	5/26/2020		\$500.00	5/29/2020	\$500.00
CONTINUE	Yes	Kirby Lofts, LLC	Kirby Lofts	CRA	2/19/2020		\$775.62	3/13/2020	\$775.62
CONTINUE	Yes	Kroger Company	Oakley Kroger LEED-CRA	LEED CRA	3/13/2020		\$2,500.00	3/23/2020	\$2,500.00
CONTINUE	Yes	Cincinnati Development I, LLC	580 Walnut Street/ @580 2nd Amendment	CRA	3/23/2020		\$2,500.00	4/7/2020	\$2,500.00
CONTINUE	Yes	1527 Madison, LLC	Relocation of Bloomfield/Schon & AGE	CRA	2/19/2020		\$500.00	3/13/2020	\$500.00
CONTINUE	Yes	1201 Walnut, LLC	1201 Walnut	CRA	3/20/2020		\$509.33	5/8/2020	\$509.33
CONTINUE	Yes	5th and Race, LLC	Fifth and Race Retail Dev	LEED CRA	3/20/2020		\$1,918.94	4/27/2020	\$1,918.94
CONTINUE	Yes	Urban Legacy VIII, LLC	18 W. 13th St	CRA	3/20/2020	Low investment ok	\$500.00	4/27/2020	\$500.00
CONTINUE	Yes	Urban Legacy VIII, LLC	1403 Vine St	CRA	3/20/2020		\$500.00	4/27/2020	\$500.00
CONTINUE	Yes	Ale House Landlord LLC	Taft Ale House Brewery	CRA	3/20/2020		\$500.00	4/27/2020	\$500.00
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Current Year TIRC				Program	Annual Report		Current Year	Fee Payment	Annual
Disposition	Compliant?	Organization Legal Name	Project Name	Туре	Received	Approval Notes	Annual Fee	Date	Fee Paid
CONTINUE	Yes	Urban Legacy VIII, LLC	1428, 1430, and 1438 Race St	CRA	3/20/2020		\$500.00	4/27/2020	\$500.00
CONTINUE	Yes	SOLI Interests LLC	1200 and 1208 Main St	CRA	2/3/2020		\$500.00	2/10/2020	\$500.00
CONTINUE	Yes	Globe Building LLC	1801-1805 Elm Street	CRA	3/20/2020		\$500.00	4/27/2020	\$500.00
CONTINUE	Yes	Urban Legacy VIII, LLC	15 W. 14th St	CRA	3/20/2020		\$500.00	4/27/2020	\$500.00
CONTINUE	Yes	Transept Property, LLC	1205 Elm St	CRA	3/23/2020		\$500.00	5/29/2020	\$500.00
CONTINUE	Yes	Avondale Housing LP	Avondale Revitalization Phase 1B	CRA	2/20/2020	3 of 5 parcels NAV	\$500.00	2/25/2020	\$500.00
CONTINUE	Yes	Marlowe Court Limited Partnership	Marlowe Court	LEED CRA	3/23/2020		\$2,152.90	2/20/2020	\$2,152.90
CONTINUE	Yes	Avondale Housing II, LP	Avondale Revitalization Phase 1A	CRA	2/27/2020		\$844.01	2/18/2020	\$844.01
CONTINUE	Yes	Rhinegeist	Rhinegeist Expansion	CRA	3/20/2020		\$500.00	3/10/2020	\$500.00
CONTINUE	Yes	Trevarren Flats I LLC	Trevarren Flats	LEED CRA	3/2/2020		\$871.23	6/2/2020	\$871.23
CONTINUE	Yes	ACG Merchants, LLC	32 W 6th St - Newberry Lofts	LEED CRA	1/31/2020		\$1,309.71	2/18/2020	\$1,309.71
CONTINUE	Yes	McMillan Apartments, LLC	McMillan Apartments, LLC	LEED CRA	2/24/2020		\$2,500.00	3/9/2020	\$2,500.00
CONTINUE	Yes	Gaslight Gardens LLC	Gaslight Whitfield, Ltd	LEED CRA	2/25/2020		\$2,500.00	3/9/2020	\$2,500.00
CONTINUE	Yes	SOLI Interests LLC	1405 Clay	CRA	2/3/2020		\$500.00	2/10/2020	\$500.00
CONTINUE	Yes	Avondale Community Council	Avondale Connection - Bus. & Comm Ctr	CRA	5/31/2020		\$500.00	5/8/2020	\$500.00
CONTINUE	Yes	VP4, LLC	VP4, LLC	LEED CRA	2/4/2020		\$2,500.00	4/14/2020	\$2,500.00
CONTINUE	Yes	Metcut Research Inc.	Metcut Expansion - Project Oak Forest	CRA	2/5/2020		\$540.95	2/24/2020	\$540.95
CONTINUE	Yes	Artichoke Properties, LLC	Redevelopment of 1824 Elm Street	LEED CRA	2/26/2020		\$500.00	5/8/2020	\$500.00
CONTINUE	Yes	3117 Southside Realty LLC	Southside Realty-Industrial	LEED CRA	3/3/2020		\$1,448.88	5/8/2020	\$1,448.88
CONTINUE	Yes	Avila Magna Group, LLC	1509 Republic Street	CRA	2/3/2020		\$500.00	2/12/2020	\$500.00
CONTINUE	Yes	Central Y Senior Apartments, LLC	Parkway Place Apartments	CRA	2/12/2020		\$500.00	4/9/2020	\$500.00
CONTINUE	Yes	Seymour Investments, LLC	Enquirer Distribution Ctr - Techsolve II	CRA	3/10/2020		\$500.00	3/12/2020	\$500.00
CONTINUE	Yes	3075 Vandercar SPDC LLC	Office Relocation - Oakley Station	LEED CRA	3/19/2020		\$2,500.00	2/10/2020	\$2,500.00
CONTINUE	Yes	Towne Properties	Holy Cross Chapel Conversion	LEED CRA	5/29/2020		\$965.57	6/8/2020	\$965.57
CONTINUE	Yes	Eighth and Sycamore LLC and NAP Sycamore LLC	8th and Sycamore	CRA	3/11/2020		\$2,500.00	4/14/2020	\$2,500.00
CONTINUE	Yes	Saturday Knight Ltd.	Saturday Knight Relocation	CRA	2/10/2020	NAV	\$500.00	5/29/2020	\$500.00
CONTINUE	Yes	Knowlton Northside Limited Partnership	Knowlton Northside Senior Housing	LEED CRA	3/23/2020		\$1,467.34	2/25/2020	\$1,467.34
CONTINUE	Yes	512 E 12th, LLC	512 E 12th Street	CRA	3/10/2020		\$500.00	3/4/2020	\$500.00
CONTINUE	Yes	Base Operations, Inc.	Base Operations, Inc.	CRA	2/5/2020		\$500.00	2/10/2020	\$500.00
CONTINUE	Yes	OTR A.D.O.P.T.	1702 Central Parkway	CRA	3/24/2020		\$500.00		
CONTINUE	Yes	Broadway Square III, LLC	Broadway Square Phase III	LEED CRA	2/28/2020		\$500.00	3/17/2020	\$500.00
CONTINUE	Yes	1826 Race, LLC	1826 Race Redevelopment	LEED CRA	3/4/2020		\$500.00	6/2/2020	\$500.00
CONTINUE	Yes	Market Square I, LLC	Market Square I	LEED CRA	3/2/2020	Pending LEED	\$500.00	6/2/2020	\$500.00
CONTINUE	Yes	Hagen Properties, LLC	1833 Vine Street	CRA	2/4/2020		\$500.00	3/17/2020	\$500.00
CONTINUE	Yes	Lytle Park Inn, LLC	Cincinnati Autograph Hotel	CRA	3/18/2020		\$500.00	3/25/2020	\$500.00
CONTINUE	Yes	SOLI Interests LLC	527 E. 13th	CRA	2/3/2020		\$500.00	2/10/2020	\$500.00
CONTINUE	Yes	GBG Strategies, LLC	12th & Main Area Office Development	CRA	2/3/2020		\$871.94	2/10/2020	\$871.94
CONTINUE	Yes	Oakley FC II, LLC	The Boulevard at Oakley Station Phase II	LEED CRA	1/31/2020		\$2,500.00	2/12/2020	\$2,500.00
CONTINUE	Yes	Pape Brothers Molding Company, LLC	1737 Elm St	LEED CRA	3/4/2020		\$500.00	5/6/2020	\$500.00
CONTINUE	Yes	FD2 1121 Walnut, LLC	1121 Walnut	CRA	4/13/2020		\$500.00	4/14/2020	\$500.00
CONTINUE	Yes	CinFed Federal Credit Union	CinFed Credit Union - Office Building	LEED CRA	2/10/2020		\$1,221.84	2/11/2020	\$1,221.84
CONTINUE		Shining Lotus Rentals LLC	1527 Elm	LEED CRA	1/31/2020		\$500.00	3/23/2020	\$500.00
CONTINUE	Yes	Oakley Hotel Enterprises LTD	Oakley Station - Homewood Suites Hotel	LEED CRA	2/13/2020		\$2,362.98	2/18/2020	\$2,362.98
CONTINUE	Yes	Urban Legacy VIII, LLC	118 W 15th Street CRA	CRA	3/20/2020		\$500.00	4/27/2020	\$500.00
CONTINUE	Yes	Sol Pendleton Arts, LLC	501 13th St.	LEED CRA	3/16/2020		\$500.00	3/27/2020	\$500.00
CONTINUE	Yes	Broadway Square II, LLC	Broadway Square Phase II	LEED CRA	3/2/2020	Pending annual fee (partial)	\$590.34	6/2/2020	\$500.00
CONTINUE	Yes	Condominium Holdings, LLC	Race Street Commercial Condos	CRA	3/20/2020	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$500.00	4/27/2020	\$500.00
CONTINUE	Yes	Roehr Insurance Agency	Butterbean Properties - Roehr Insurance	CRA	2/3/2020		\$500.00	2/5/2020	\$500.00
CONTINUE		Borgman Properties, LLC	Borgman Properties CRA	CRA	2/20/2020		\$500.00	4/7/2020	\$500.00
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Current Year TIRC				Program	Annual Report		Current Year	Fee Payment	Annual
Disposition	Compliant?	Organization Legal Name	Project Name	Туре	Received	Approval Notes	Annual Fee	Date	Fee Paid
CONTINUE	Yes	Daffin Investments Ohio, LLC	28-32 W. Court St. CRA	CRA	3/13/2020		\$500.00		
CONTINUE	Yes	Radcliffe Holdings, LLC	Q-Labs - 1950 Radcliff Drive	CRA	2/3/2020		\$500.00	4/22/2020	\$500.00
CONTINUE	Yes	Wulfeck Family Partnership, LLC	Jet Machine Expansion	CRA	3/25/2020		\$1,425.55	4/15/2020	\$1,425.55
CONTINUE	Yes	Document Destruction	MPC Management - Expansion	CRA	6/9/2020	Pending fee	\$500.00		
CONTINUE	Yes	The Community Builders	Avondale Town Center - Commercial	LEED CRA	3/3/2020	Pending HCA	\$500.00	3/6/2020	\$500.00
CONTINUE	Yes	New Avondale Center, LLC	Avondale Town Center - Mixed New	LEED CRA	3/3/2020		\$500.00	5/29/2020	\$500.00
CONTINUE	Yes	BAM Realty Group, LLC	3094 Madison LEED-CRA	LEED CRA	5/6/2020		\$500.00	6/5/2020	\$500.00
CONTINUE	Yes	Maslott Properties LLC	1818 & 1820 Logan Street	CRA	2/5/2020		\$500.00	3/17/2020	\$500.00
CONTINUE	Yes	Woods Real Estate Investments, LLC	Woods Real Estate Investments, LLC	CRA	2/3/2020		\$500.00	3/4/2020	\$500.00
CONTINUE	Yes	Wellington APT LLC	111 Wellington Place	LEED CRA	2/5/2020		\$2,500.00	4/14/2020	\$2,500.00
CONTINUE	Yes	Empower Media Marketing	Empower Office- 11-25 E. 14th CRA	LEED CRA	3/11/2020		\$2,500.00	4/7/2020	\$2,500.00
CONTINUE	Yes	The Kroger Co	Culinary Training & Education Center	LEED CRA	3/30/2020	Pending HCA	\$500.00	4/14/2020	\$500.00
CONTINUE	Yes	ARP Commercial, LLC	Abington, Race, & Pleasant - Commercial	CRA	3/20/2020		\$500.00	4/27/2020	\$500.00
CONTINUE	Yes	Grandin Properties	1600 Central Parkway	CRA	2/7/2020		\$500.00	4/9/2020	\$500.00
CONTINUE	Yes	Grandin Company LTD	Strietmann Building Office Renovation	LEED CRA	2/7/2020	Partial valuation	\$500.00	4/9/2020	\$500.00
CONTINUE	Yes	Abington Race and Pleasant LLC	Abington, Race, & Pleasant Apts.	CRA	6/2/2020		\$500.00	5/29/2020	\$500.00
CONTINUE	Yes	BAM Realty Group, LLC	8 East 4th Street	CRA	5/6/2020		\$500.00	6/5/2020	\$500.00
CONTINUE	Yes	15th and Vine, LLC	15th and Vine	CRA	3/20/2020		\$2,245.86	4/27/2020	\$2,245.86
CONTINUE	Yes	OTR Holdings, Inc.	131 W 15th Street	CRA	3/20/2020		\$500.00	4/27/2020	\$500.00
CONTINUE	Yes	K-S Realty Holdings LLC	West Side Brewing Commercial CRA	CRA	3/17/2020		\$500.00	5/8/2020	\$500.00
CONTINUE	Yes	OTR Holdings, Inc.	1233 Walnut	CRA	3/20/2020		\$500.00	6/9/2020	\$500.00
CONTINUE		Post Office Place LLC	Post Office Place LLC - CRA	CRA	4/3/2020		\$500.00	5/29/2020	\$500.00
CONTINUE		Shihasi West 7	106 W. 7th Street	LEED CRA	3/20/2020		\$500.00	2/24/2020	\$500.00
CONTINUE	Yes	1207 Elm, LLC	1207 Elm	LEED CRA	5/6/2020		\$500.00		
CONTINUE	Yes	Nehemiah Manufacturing Company, LLC	Metro West Commerce Park	CRA	3/20/2020		\$2,500.00	3/23/2020	\$2,500.00
CONTINUE	Yes	On the Rhine LLC	Urban Stead Cheese CRA	LEED CRA	2/18/2020		\$500.00	5/29/2020	\$500.00
CONTINUE	Yes	1925 Vine, LLC	1925 Vine Street	LEED CRA	2/24/2020	Pending LEED	\$500.00	5/29/2020	\$500.00
CONTINUE	Yes	The Fortus Group	W Liberty & Elm	CRA	4/8/2020		\$500.00	5/29/2020	\$500.00
CONTINUE	Yes	The Fortus Group	W Liberty & Elm	CRA	4/8/2020		\$500.00	5/29/2020	\$500.00
CONTINUE	Yes	Midnight Oil Company	1536, 1538, 1540 Race	CRA	3/18/2020		\$500.00	5/21/2020	\$500.00
CONTINUE	Yes	205WM, LLC	205 W. McMicken	CRA	3/10/2020		\$500.00	2/24/2020	\$500.00
CONTINUE	Yes	Jobs Cafe, LLC	Market Square II	LEED CRA	3/4/2020		\$843.76	6/2/2020	\$843.76
CONTINUE	Yes	Deeper Roots Holdings	Deeper Roots CRA	CRA	2/17/2020		\$500.00		
CONTINUE	Yes	TLAAT 7 LLC	Active Day Senior Care - CRA	CRA	3/15/2020		\$500.00	2/18/2020	\$500.00
CONTINUE	Yes	Broadway Building Investors	824 Broadway	CRA	2/5/2020		\$1,820.41	2/14/2020	\$1,820.41
CONTINUE	Yes	Paramount Redevelopment LLC	Gateway at McMillan	CRA	3/19/2020	Pending HCA	\$500.00		
CONTINUE	Yes	Bond Hill Roselawn Senior Housing LP	Roselawn Senior Apartments	LEED CRA	3/30/2020		\$712.29	6/2/2020	\$712.29
CONTINUE	Yes	1415 Republic LLC	1415 Republic	CRA	3/14/2020		\$500.00	2/10/2020	\$500.00
CONTINUE	Yes	1526 Blair, LLC	1526 Blair Ave	CRA	3/13/2020		\$500.00		
CONTINUE		Burke Inc.	Burke, Inc 500 W 7th Street	CRA	3/14/2020		\$548.34	3/2/2020	\$548.34
CONTINUE	Yes	Stratford Court II, LLC	Stratford Apartments II	LEED CRA	3/11/2020		\$566.22	5/29/2020	\$566.22
CONTINUE	Yes	Court & Walnut, LLC	Court & Walnut	CRA	3/16/2020	Pending HCA	\$500.00	3/23/2020	\$500.00
CONTINUE	Yes	RBI Techsolve Property LLC	RBI Techsolve / RBI Solar - CRA	CRA	2/28/2020		\$1,686.01	3/9/2020	\$1,686.01
CONTINUE		The Community Builders	Avondale Town Center - LIHTC Project	LEED CRA	3/3/2020	Pending HCA	\$500.00	2/25/2020	\$500.00
CONTINUE		OH-UC Holdings I, LLC	Straight Street Collegiate Apartments	LEED CRA	3/17/2020	Ĭ	\$500.00	3/23/2020	\$500.00
CONTINUE	Yes	Maplewood & Kinsey, LLC	2415 Maplewood	LEED CRA	2/25/2020		\$500.00	2/28/2020	\$500.00
CONTINUE	Yes	Morgan Apartments LLC	Morgan Apartments	CRA	3/9/2020		\$500.00	5/8/2020	\$500.00
CONTINUE	Yes	Uptown 5, LLC	341 & 343 Calhoun	CRA	3/17/2020		\$500.00	3/23/2020	\$500.00
CONTINUE		Paramount Square, LLC	Paramount Square	LEED CRA	3/2/2020	Pending CPS Pending LEED	\$500.00	6/2/2020	\$500.00

Current Year TIRC				Program	Annual Report		Current Year	Fee Payment	Annual
Disposition	Compliant?	Organization Legal Name	Project Name	Туре	Received	Approval Notes	Annual Fee	Date	Fee Paid
CONTINUE	Yes	TLAAT9, LLC	Neyer Management	CRA	3/23/2020		\$500.00	3/10/2020	\$500.00
CONTINUE	Yes	Adams Edge Properties, LLC	Adams Edge	LEED CRA	2/24/2020		\$500.00	4/8/2020	\$500.00
CONTINUE	Yes	GSRC Power, LLC	Power Building CRA	CRA - HIST	3/16/2020		\$2,500.00	6/8/2020	\$2,500.00
CONTINUE	Yes	Urban Legacy VIII, LLC	1401 Walnut - CRA	CRA	3/20/2020		\$500.00	4/27/2020	\$500.00
CONTINUE	Yes	River City Glass, Inc.	McAndrews Glass	CRA	3/24/2020		\$500.00	4/9/2020	\$500.00
CONTINUE	Yes	US Bank	U.S. Bank - CRA/JCTC	CRA	3/12/2020		\$500.00	3/30/2020	\$500.00
CONTINUE	Yes	HG Pearl Provident, LLC	632 Vine Street / Provident Building	LEED CRA	3/19/2020		\$500.00	3/19/2020	\$500.00
CONTINUE	Yes	Oakley Child Care III, LLC	Oakley Child Care III, LLC	CRA	1/31/2020		\$500.00	3/17/2020	\$500.00
CONTINUE	Yes	Santana Properties, LLC	611 Main - Mazunte 2	CRA	3/26/2020	Pending HCA	\$500.00	2/7/2020	\$500.00
CONTINUE	Yes	Findlaomi, LLC	1706 Central Parkway	CRA	2/13/2020		\$500.00	5/19/2020	\$500.00
CONTINUE	Yes	Carrie's Place, LLC	Carrie's Place - Phase II	CRA	3/9/2020	Pending HCA	\$500.00	5/8/2020	\$500.00
CONTINUE	Yes	4th and Race Redevelopment, LLC	4th and Race Redevelopment	LEED CRA	2/4/2020		\$500.00	3/11/2020	\$500.00
CONTINUE	Yes	Ingalls Hotel, LLC	Ingalls Building	LEED CRA	1/31/2020		\$500.00	2/24/2020	\$500.00
CONTINUE	Yes	E Barg LLC	1738-40 Queen City CRA	CRA	3/26/2020		\$500.00	5/8/2020	\$500.00
CONTINUE	Yes	Black Forest Holdings IV Ltd.	Sims-Lohman Expansion	CRA	3/23/2020		\$500.00	2/10/2020	\$500.00
CONTINUE	Yes	Kenkel Family Investment I, LLC	Tri-State Wholesale CRA	CRA	2/4/2020		\$500.00	2/21/2020	\$500.00
CONTINUE	Yes	OTR Market Properties, LLC	1635 Race	CRA	3/25/2020		\$500.00	5/8/2020	\$500.00
CONTINUE	Yes	Paramount Redevelopment LLC	731 E McMillan Renovation	CRA	3/26/2020		\$500.00		
CONTINUE	Yes	University Townhomes, LLC	3561 Eden Avenue	CRA	3/24/2020		\$500.00	5/8/2020	\$500.00
CONTINUE	Yes	Court Street Condos, LLC	Court Street Commons	LEED CRA	3/20/2020		\$500.00	4/14/2020	\$500.00
CONTINUE	Yes	Vision Cincinnati, LLC	37 W. 7th Street - LEED CRA	LEED CRA	3/6/2020		\$500.00	5/29/2020	\$500.00
CONTINUE	Yes	Cincy Downtown Lodging Associates, LLC	299 E. Sixth Street	LEED CRA	3/24/2020	Annual Report Pending	\$500.00	5/29/2020	\$500.00
CONTINUE	Yes	57 East, LLC	57 East	CRA	6/10/2020	Pending fee Pending HCA	\$500.00		+ -
CONTINUE	Yes	EWH 2806 LLC	EWH 2806 LLC	CRA	2/3/2020	Pending HCA	\$500.00	2/10/2020	\$500.00
CONTINUE	Yes	UA5 LLC	Eden University	LEED CRA	2/5/2020		\$500.00	4/14/2020	\$500.00
CONTINUE	Yes	1540 Elm LLC	1540 Elm CRA	CRA	3/20/2020	Pending HCA	\$500.00	5/29/2020	\$500.00
CONTINUE	Yes	423 East 13th Street, LLC	423 E. 13th Street	CRA	3/29/2020		\$500.00	5/8/2020	\$500.00
CONTINUE	Yes	Queen City Flatts, LLC	Hubbard Radio Relocation	CRA	2/26/2020		\$500.00	2/13/2020	\$500.00
CONTINUE		4538 Camberwell, LLC	Apollo Home Relocation	CRA	3/24/2020	Pending HCA	\$500.00	2/6/2020	\$500.00
CONTINUE	Yes	Findlay Center, LLC	Findlay Center	LEED CRA	3/2/2020		\$500.00		
CONTINUE	Yes	1733 Elm St, LLC	1733 Elm Street	CRA	3/11/2020		\$500.00	2/24/2020	\$500.00
CONTINUE	Yes	OTR Housing Group, LLC	1513 Republic Street - Non-LEED CRA	CRA	3/25/2020	Pending HCA	\$500.00	3/24/2020	\$500.00
CONTINUE	Yes	Links Unlimited	Links Unlimited Relo/Expansion	CRA	5/26/2020		\$500.00	4/17/2020	\$500.00
CONTINUE	Yes	Pendleton Development I, LLC	526 E 12th CRA	CRA	3/12/2020	Pending CPS Pending Completion app	\$500.00		
CONTINUE	Yes	Seymour Industrial 1, LLC	Cincinnati Gardens Site Redevelopment	CRA	3/12/2020		\$500.00	4/7/2020	\$500.00
CONTINUE		Seitz, LLC	303 Seitz St	CRA	3/25/2020		\$500.00	3/19/2020	\$500.00
CONTINUE	Yes	8K Development Company, LLC	1714 Vine CRA	CRA	2/3/2020		\$500.00	2/12/2020	\$500.00
CONTINUE	Yes	Keidel Supply Company Inc.	Keidel Supply Company, Inc. Relocation	CRA	3/19/2020		\$500.00	4/27/2020	\$500.00
CONTINUE	Yes	Keidel Supply Company Inc.	Keidel Supply Company, Inc. Relocation	CRA	3/19/2020		\$500.00	4/27/2020	\$500.00
CONTINUE	Yes	509 E12 ST, LLC	509 E12 ST CRA	CRA	3/11/2020	Pending CPS	\$500.00	3/5/2020	\$500.00
CONTINUE	Yes	222 Mohawk LLC	222-226 Mohawk CRA	CRA	3/11/2020	Pending CPS	\$500.00	6/2/2020	\$500.00
CONTINUE		NB CP Cincy, DST	McMillan Manor LLC CRA	CRA	-, , -	Pending annual report and fee	\$500.00	-, ,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
CONTINUE		Masi Realty LLC	Malton Art Gallery CRA	CRA		Pending annual report	\$500.00	5/29/2020	\$500.00
CONTINUE	No	NBDC I, LLC	Hildebrant/Hilmon Child Care Center	CRA	3/23/2020		\$500.00		
CONTINUE		Salvation Army Catherine Booth Residence LP	Salvation Army Catherine Booth Residence	CRA	. ,	Pending annual report and fee	\$861.59		
CONTINUE	No	Beasley Place LLC	Beasley Place - RRP	CRA		Pending annual report	\$500.00	5/29/2020	\$500.00
CONTINUE	No	Over-the-Rhine Community Housing	CRA - 1500 Elm Street	CRA		Pending annual report	\$500.00	5/29/2020	\$500.00
CONTINUE	No	Cutter Historic Apartments, LLC	Cutter Historic Apartments	CRA		Pending annual report	\$500.00	5/29/2020	\$500.00
CONTINUE		General Electric	GE Operations Center	CRA	3/11/2020		\$2,500.00	4/14/2020	\$2,500.00

Description	Current Year TIRC				Program	Annual Report		Current Year	Fee Payment	Annual
CONTINUE   No   South Block Properties, Ltd.   3929 Spring Grove   CRA   April 2000   April 20	Disposition	Compliant?	Organization Legal Name	Project Name	Туре		Approval Notes	Annual Fee	Date	Fee Paid
CONTINUE   No   Sind-furors, LLC	ONTINUE	No	South Block Properties, Ltd.	3930 Spring Grove	CRA		Pending annual report and fee	\$500.00		
CONTINUE   No   COMPAND Apartments   LEED CRA   Pending annual report and fee NoV   S00,000   CONTINUE   No   Compand Apartment   S00,000   Continue   Letting   Letting   Letting   S00,000   Continue   Letting   Letting   S00,000   Continue   Let	ONTINUE	No	South Block Properties, Ltd.	3929 Spring Grove	CRA		Pending annual report and fee	\$500.00		
CONTINUE   No   Stelling Medical Comporation   2898 Barmet, New Processing Stelling Stellin	ONTINUE	No	BarbAurora, LLC	BarbAurora, LLC	CRA	2/18/2020		\$500.00	4/14/2020	\$500.00
CONTINUE   No   Sutering Medical Corporation   2550 Burnet Ave   IEED CRA   Pending annual report and fee, IEED   \$500.00	ONTINUE	No	Sands Senior Apartments, LLC	CRA - Sands Senior Apartments	LEED CRA		Pending annual report and fee NAV	\$500.00		
CONTINUE	ONTINUE	No	Youthland Academy	Children United, ILC	LEED CRA		Pending annual report and fee, LEED	\$500.00		
CONTINUE	ONTINUE	No	Sterling Medical Corporation	2650 Burnet Ave	LEED CRA		Pending annual report and fee, LEED	\$500.00		
CONTINUE No Not Properties LC   3229 Niverside Dr - CFA   CFA   A   3/11/200   550.000   2/10/2000	ONTINUE	No	South Block Phase IV, LLC	3936 Spring Grove	CRA		Pending annual report and fee, HCA	\$500.00		
CONTINUE   No OTTENDED   September   Control	ONTINUE	No	Andante Housing, LLC	51 E Clifton Ave	LEED CRA	6/9/2020	Pending annual fee	\$500.00		
CONTINUE	ONTINUE	No	Motz Properties LLC	3229 Riverside Dr - CRA	CRA	3/11/2020		\$500.00	2/10/2020	\$500.00
CONTINUE   No   Concinental Scholar House   Cincinental Scholar House   LETD CRA   Pending annual report   \$500.00   6/5/200   CONTINUE   No   Serio Ventures, LLC   Climb Time Gym   CRA   37/3/2002   Pending Completion App from Company   \$500.00   37/4/2002   CONTINUE   No   12 Court Street, LLC   Climb Time Gym   CRA   37/3/2002   Pending Completion App from Company   \$500.00   37/4/2002   CONTINUE   CRA   LETD CRA   LETD CRA   X1/3/2002   Pending Completion App from Company   \$500.00   37/4/2002   CONTINUE   LEC   CRA   LETD CRA   X1/3/2002   Pending Completion App from Company   \$500.00   37/4/2002   Pending Completion App from Company   \$500.00   37/4/2002   Pending Completion App   \$500.00   37/4/2002   Pending Co	ONTINUE	No	KAAPS 7364, LLC	Roselawn Center Renovation	CRA	2/17/2020		\$500.00	2/26/2020	\$500.00
CONTINUE   No   Supreme Bright Cincinnati   First National Bank   LEED CRA   Pending annual report   \$50,000   27/47/2002	ONTINUE	No	OTR Housing Group, LLC	1531 Elm, 1533 Elm, 1533 Pleasant	CRA	5/19/2020	Pending annual fee	\$500.00		
CONTINUE   No   3ct Overtures, LIC   Climb Time 6ym   CRA   3/39/2020   Pending Completion App from Company   \$500.00   3/31/2020   \$500.00   3/31/2020   \$500.00   2/34/2020	ONTINUE	No	Cincinnati Scholar House LP	Cincinnati Scholar House	LEED CRA		Pending annual report	\$500.00	6/5/2020	\$500.00
CONTINUE   No   32 E Court Street, LLC   12 E. Court CRA   LEED CRA   3/19/2020   5500.00   2/24/2020   72/2020	ONTINUE	No	Supreme Bright Cincinnati	First National Bank	LEED CRA		Pending annual report	\$500.00	2/24/2020	\$500.00
International Committee   International Co	ONTINUE	No	Seto Ventures, LLC	Climb Time Gym	CRA	3/29/2020	Pending Completion App from Company	\$500.00	3/31/2020	\$500.00
MODIFY   Yes   Film Center   LEC   Film Center   CRA   2/3/2020   MODIFY   Yes   Kaffman Vine LLC   1725 Vines Street   LEED CRA   3/14/2020   Pending Extension Amendment   \$500.00   3/18/2020   MODIFY   No   Porch Swing Properties, LLC   1612 Elm Redevelopment   CRA   3/14/2020   Pending Extension Amendment   \$500.00   3/18/2020   MODIFY   No   2MG Properties LTD   1607 Main   CRA   3/14/2020   Pending Extension Amendment   \$500.00   3/18/2020   MODIFY   No   Condominium Holdings, LLC   116 W 15th Street   CRA   3/14/2020   Pending Extension Amendment   \$500.00   3/14/2020   MODIFY   No   Condominium Holdings, LLC   116 W 15th Street   CRA   3/20/2020   Pending Extension Amendment   \$500.00   3/14/2020   MODIFY   No   Condominium Holdings, LLC   116 W 15th Street   CRA   3/20/2020   Pending Extension Amendment   \$500.00   3/10/2020   MODIFY   No   2228 McMillan, LLC   1228 E. McMillan (Williams YMCA)   CRA   3/12/2020   Pending Extension Amendment   \$500.00   3/10/2020   MODIFY   No   1228 McMillan, LLC   1228 E. McMillan (Williams YMCA)   CRA   3/12/2020   Pending Extension Amendment   \$500.00   3/10/2020   MODIFY   No   1228 McMillan, LLC   1228 E. McMillan (Williams YMCA)   CRA   3/12/2020   Pending Extension Amendment   \$500.00   5/29/2020   MODIFY   No   Never Holdings, Inc.   130-132 E. 6th Street   LEED CRA   Extension Pending Extension amendment   \$500.00   5/29/2020   MODIFY   No   Never Holdings, Inc.   130-132 E. 6th Street   LEED CRA   Pending Completion App   \$500.00   6/3/2020   MODIFY   No   Court & Walnut, LLC   Court & Walnut   CRA   3/20/2020   Pending completion app   \$500.00   6/3/2020   MODIFY   No   Court & Walnut, LLC   225 Giman   LEED CRA   2/25/2020   Pending completion app   \$500.00   6/3/2020   MODIFY   No   Azeotropic Partners, LLC   1301 Walnut St, Commercial   CRA   3/20/2020   Pending Extension Amendment   \$500.00   6/3/2020   MODIFY   No   Azeotropic Partners, LLC   1301 Walnut St, Commercial   CRA   3/20/2020   Pending Extension Amendment   \$500.00   6/3/2020   MODIFY   No	ONTINUE	No	12 E Court Street, LLC	12 E. Court CRA	LEED CRA	3/19/2020		\$500.00	2/24/2020	\$500.00
MODIFY   Yes   Kauffman vine LLC   1725 Vine Street   LEE D.RA   3/14/2020   Pending Extension Amendment   \$500.00   3/12/2020   MODIFY   No   SMG Properties LTD   1617 Main   CRA   3/14/2020   Pending Completion App   \$500.00   3/12/2020   MODIFY   No   Custom Pro Logistics   Custom Pro Logisti	ONTINUE		Jackson Investors 2019, LLC	1225-1227 Jackson Street	LEED CRA	2/10/2020		\$500.00	2/10/2020	\$500.00
MODIFY   No   Porch Swing Properties, LLC   1612 Elm Redevelopment   CRA   3/18/2020   Pending Extension Amendment   5500.00   3/20/2020   MODIFY   No   Custom Pro Logistics   CRA   3/10/2020   Pending Extension Amendment   S500.00   3/10/2020   MODIFY   No   Condominium Holdings, LLC   116 W 15th Street   CRA   3/20/2020   Pending Extension Amendment   S500.00   3/10/2020   Pending Extension Amendment   S500.00   S/29/2020   Pending Extension Amendment   S500.00   S/29	MODIFY	Yes	Film Center, LLC	Film Center	CRA	2/3/2020		\$500.00	2/10/2020	\$500.00
MODIFY   No   3MG Properties LTD   1607 Main   CRA   3/14/2020   Pending Completion App   \$500.00   4/15/2020	MODIFY	Yes	Kauffman Vine LLC	1725 Vine Street	LEED CRA	3/14/2020	Pending Extension Amendment	\$500.00	3/18/2020	\$500.00
MODIFY   No   Custom Pro Logistics	MODIFY	No	Porch Swing Properties, LLC	1612 Elm Redevelopment	CRA	3/18/2020	Pending Extension Amendment	\$500.00	3/20/2020	\$500.00
MODIFY   No   Condominium Holdings, LLC   116 W 15th Street   CRA   3/20/2020   Pending Extension Amendment   \$500.00   3/10/2020   MODIFY   No   1228 E. McMillan, LLC   1228 E. McMillan (Williams YMCA)   CRA   3/17/2020   Pending Extension Amendment   \$500.00   3/10/2020   MODIFY   No   Allston Place Commercial CRA   CRA   3/17/2020   Pending Completion App from Company   \$500.00   3/19/2020   MODIFY   No   Allston Place LLC   4016 Allston Place Commercial CRA   CRA   4/3/2020   Pending Completion App from Company   \$500.00   3/29/2020   MODIFY   No   Neyer Holdings, Inc.   130-132 E. 6th Street   LEED CRA   Extension Pending Corp. Sty. VITCA, ODSA   \$500.00   MODIFY   No   Neyer Holdings, Inc.   126-128 E. 6th Street   LEED CRA   Pending completion app   \$500.00   6/8/2020   MODIFY   No   Court & Walnut, LLC   Court & Walnut   CRA   3/20/2020   Pending completion app   \$500.00   6/8/2020   MODIFY   No   Card Styling Card St	MODIFY	No	3MG Properties LTD	1607 Main	CRA	3/14/2020	Pending Completion App	\$500.00	4/15/2020	\$500.00
MODIFY   No   Condominium Holdings, LLC   1505 Race   CRA   3/20/2020   Pending Extension Amendment   \$500.00   3/10/2020	MODIFY	No	Custom Pro Logistics	Custom Pro Logistics - JCTC & CRA	CRA	3/10/2020	Pending Extension Amendment	\$500.00	3/17/2020	\$500.00
MODIFY   No   1228 McMillan, LLC	MODIFY	No	Condominium Holdings, LLC	116 W 15th Street	CRA	3/20/2020	Pending Extension Amendment	\$500.00	3/10/2020	\$500.00
MODIFY   No   Allston Place LLC   4016 Allston Place Commercial CRA   4/3/2020   Pending Extension; annual fee,comp app   \$500.00	MODIFY	No	Condominium Holdings, LLC	1505 Race	CRA	3/20/2020	Pending Extension Amendment	\$500.00	3/10/2020	\$500.00
MODIFY   No Neyer Holdings, Inc.   130-132 E. 6th Street   LEED CRA   Extension Pending Co; CPS, VTICA, ODSA   \$500.00	MODIFY	No	1228 McMillan, LLC	1228 E. McMillan (Williams YMCA)	CRA	3/17/2020	Pending Completion App from Company	\$500.00	5/29/2020	\$500.00
MODIFY   No   Neyer Holdings, Inc.   126-128 E. 6th Street   LEED CRA   Pending CPS, annual report, completion   \$500.00   6/8/2020	MODIFY	No	Allston Place LLC	4016 Allston Place Commercial CRA	CRA	4/3/2020	Pending Extension; annual fee,comp app	\$500.00		
MODIFY   No   Court & Walnut, LLC   Court & Walnut   CRA   3/20/2020   Pending completion app   \$500.00   5/8/2020	MODIFY	No	Neyer Holdings, Inc.	130-132 E. 6th Street	LEED CRA		Extension Pending Co; CPS, VTICA, ODSA	\$500.00		
MODIFY         No         233 Gilman, LLC         225 Gilman         LEED CRA         2/25/2020         Pending completion app         \$500.00         2/28/2020           MODIFY         No         1737 Vine, LLC         1737 Vine Street CRA         CRA         3/10/2020         Pending completion app         \$500.00         3/12/2020           MODIFY         No         Azeotropic Partners, LLC         1301 Walnut St. Residential         CRA         3/20/2020         Pending Extension Amendment         \$500.00         4/3/2020           MODIFY         No         Azeotropic Partners, LLC         1301 Walnut St. Commercial         CRA         3/20/2020         Pending Extension Amendment         \$500.00         4/3/2020           MODIFY         No         OTR Holdings, Inc.         1501 Vine Street         CRA         3/20/2020         Pending extension and assignment         \$500.00         4/27/2020           MODIFY         No         Mrs. Pig, LLC         Mrs. Pig (109 W Elder)         CRA         3/20/2020         Pending completion app         \$500.00         4/27/2020           MODIFY         No         Agrager Community Group, LLC         1035 Dayton         CRA         2/327/2020         Pending completion app         \$500.00         5/19/2020           MODIFY         No         Cincinnati Bre	MODIFY	No	Neyer Holdings, Inc.	126-128 E. 6th Street	LEED CRA		Pending CPS, annual report, completion	\$500.00	6/8/2020	\$500.00
MODIFY         No         1737 Vine, LLC         1737 Vine Street CRA         CRA         3/10/2020         Pending completion app         \$500.00         3/12/2020           MODIFY         No         Azeotropic Partners, LLC         1301 Walnut St. Residential         CRA         3/20/2020         Pending Extension Amendment         \$500.00         4/3/2020           MODIFY         No         Azeotropic Partners, LLC         1301 Walnut St. Commercial         CRA         3/20/2020         Pending Extension Amendment         \$500.00         4/3/2020           MODIFY         No         OTR Holdings, Inc.         1501 Vine Street         CRA         3/20/2020         Pending extension Amendment         \$500.00         4/3/2020           MODIFY         No         Mrs. Pig, LLC         Mrs. Pig (109 W Elder)         CRA         3/20/2020         Pending extension Amendment         \$500.00         4/37/2020           MODIFY         No         Mrs. Pig, LLC         Mrs. Pig (109 W Elder)         CRA         2/13/2020         Pending completion app         \$500.00         5/19/2020           MODIFY         No         Ranger Community Group, LLC         1035 Dayton         CRA         2/13/2020         Pending completion app         \$500.00         6/2/2020           MODIFY         No         Race and Vine	MODIFY	No	Court & Walnut, LLC	Court & Walnut	CRA	3/20/2020	Pending completion app	\$500.00	5/8/2020	\$500.00
MODIFY         No         Azeotropic Partners, LLC         1301 Walnut St_Residential         CRA         3/20/2020         Pending Extension Amendment         \$500.00         4/3/2020           MODIFY         No         Azeotropic Partners, LLC         1301 Walnut St_Commercial         CRA         3/20/2020         Pending Extension Amendment         \$500.00         4/3/2020           MODIFY         No         OTR Holdings, Inc.         1501 Vine Street         CRA         3/20/2020         Pending Extension Amendment         \$500.00         4/3/2020           MODIFY         No         Mrs. Pig, LLC         Mrs. Pig (109 W Elder)         CRA         2/13/2020         Pending certain and assignment         \$500.00         5500.00         5500.00         5500.00         5500.00         5500.00         6/2/2020           MODIFY         No         Ranger Community Group, LLC         1035 Dayton         CRA         3/27/2020         Pending certain and report, fee, completion App         \$500.00         6/2/2020           MODIFY         No         Gincinnati Brewery District Apartments, LLC         1906 Elm Street         CRA         3/20/2020         Pending CFS, Completion App         \$500.00         6/2/2020           MODIFY         No         Race and Vine Offices, LLC         Race and Vine Offices         CRA         3/20/	MODIFY	No	233 Gilman, LLC	225 Gilman	LEED CRA	2/25/2020	Pending completion app	\$500.00	2/28/2020	\$500.00
MODIFY         No         Azeotropic Partners, LLC         1301 Walnut St_Commercial         CRA         3/20/2020         Pending Extension Amendment         \$500.00         4/3/2020           MODIFY         No         OTR Holdings, Inc.         1501 Vine Street         CRA         3/20/2020         Pending extension and assignment         \$500.00         4/27/2020           MODIFY         No         Mrs. Pig, LLC         Mrs. Pig (109 W Elder)         CRA         2/13/2020         Pending completion app         \$500.00         5/19/2020           MODIFY         No         Ranger Community Group, LLC         1035 Dayton         CRA         2/13/2020         Pending completion app         \$500.00         6/2/2020           MODIFY         No         Cincinnati Brewery District Apartments, LLC         1005 Elm Street         CRA         3/20/2020         Pending completion app         \$500.00         6/2/2020           MODIFY         No         Race and Vine Offices, LLC         Race and Vine Offices         CRA         3/20/2020         Pending completion app         \$500.00         4/27/2020           MODIFY         No         Race and Vine Offices, LLC         Race and Vine Offices         CRA         2/21/2020         Pending completion app         \$500.00         5/29/2020           MODIFY         No <td>MODIFY</td> <td>No</td> <td>1737 Vine, LLC</td> <td>1737 Vine Street CRA</td> <td>CRA</td> <td>3/10/2020</td> <td>Pending completion app</td> <td>\$500.00</td> <td>3/12/2020</td> <td>\$500.00</td>	MODIFY	No	1737 Vine, LLC	1737 Vine Street CRA	CRA	3/10/2020	Pending completion app	\$500.00	3/12/2020	\$500.00
MODIFY         No         OTR Holdings, Inc.         1501 Vine Street         CRA         3/20/2020         Pending extension and assignment         \$500.00         4/27/2020           MODIFY         No         Mrs. Pig, LLC         Mrs. Pig (109 W Elder)         CRA         2/13/2020         Pending completion app         \$500.00         5/19/2020           MODIFY         No         Ranger Community Group, LLC         1035 Dayton         CRA         3/27/2020         Pending CPS, Completion App         \$500.00         6/2/2020           MODIFY         No         Cincinnati Brewery District Apartments, LLC         1906 Elm Street         CRA         Pending annual report, fee, completion         \$500.00         6/2/2020           MODIFY         No         Race and Vine Offices, LLC         Race and Vine Offices         CRA         3/20/2020         Pending completion app         \$500.00         4/27/2020           MODIFY         No         2347 Reading Road, LLC         CRA         2/21/2020         Pending Extension Amendment         \$500.00         5/29/2020           MODIFY         No         Building #1, LLC         100 E. Clifton, 101 & 105 Peete Renovation         LEED CRA         2/9/2020         Pending Extension Amendment         \$500.00         2/18/2020           MODIFY         No         Alto Properties,	/ODIFY	No	Azeotropic Partners, LLC	1301 Walnut St Residential	CRA	3/20/2020	Pending Extension Amendment	\$500.00	4/3/2020	\$500.00
MODIFY         No         Mrs. Pig, LLC         Mrs. Pig (109 W Elder)         CRA         2/13/2020         Pending completion app         \$500.00         5/19/2020           MODIFY         No         Ranger Community Group, LLC         1035 Dayton         CRA         3/27/2020         Pending completion App         \$500.00         6/2/2020           MODIFY         No         Cincinnati Brewery District Apartments, LLC         1906 Elm Street         CRA         Pending annual report, fee, completion         \$500.00         4/27/2020           MODIFY         No         Race and Vine Offices, LLC         Race and Vine Offices         CRA         3/20/2020         Pending completion app         \$500.00         4/27/2020           MODIFY         No         2347 Reading Road, LLC         CRA         2/21/2020         Pending Extension Amendment         \$500.00         4/27/2020           MODIFY         No         Building #1, LLC         100 E. Cliffon, 101 & 105 Peete Renovation         LEED CRA         2/29/2020         Pending Extension Amendment         \$500.00         2/5/2020           MODIFY         No         Alto Properties, LLC         6087 Montgomery Road         LEED CRA         3/26/2020         Pending Extension Amendment         \$500.00         2/5/2020           MODIFY         No         Wooster Develop	ODIFY	No	Azeotropic Partners, LLC	1301 Walnut St Commercial	CRA	3/20/2020	Pending Extension Amendment	\$500.00	4/3/2020	\$500.00
MODIFY         No         Ranger Community Group, LLC         1035 Dayton         CRA         3/27/2020         Pending CPp, Completion App         \$500.00         6/2/2020           MODIFY         No         Cincinnati Brewery District Apartments, LLC         1906 Elm Street         CRA         Pending annual report, fee, completion App         \$500.00         4/27/2020           MODIFY         No         Race and Vine Offices         CRA         3/20/2020         Pending completion app         \$500.00         4/27/2020           MODIFY         No         2347 Reading Road, LLC         CRA         2/21/2020         Pending Extension Amendment         \$500.00         2/5/29/2020           MODIFY         No         Building #1, LLC         100 E. Clifton, 101 & 105 Peete Renovation         LEED CRA         2/9/2020         Pending Extension Amendment         \$500.00         2/5/29/2020           MODIFY         No         Alto Properties, LLC         6087 Montgomery Road         LEED CRA         3/26/2020         Pending Extension Amendment         \$500.00         2/18/2020           MODIFY         No         Wooster Development, Ltd.         Prus Construction Expansion         CRA         2/18/2020         Pending completion app         \$500.00         2/21/2020           MODIFY         No         1629 Citadel LLC	ODIFY	No	OTR Holdings, Inc.	1501 Vine Street	CRA	3/20/2020	Pending extension and assignment	\$500.00	4/27/2020	\$500.00
MODIFY No Ranger Community Group, LLC 1035 Dayton CRA 3/27/2020 Pending CPS, Completion App \$500.00 6/2/2020 MODIFY No Cincinnati Brewery District Apartments, LLC 1906 Elm Street CRA Pending annual report, fee, completion \$500.00 MODIFY No Race and Vine Offices, LLC Race and Vine Offices CRA 3/20/2020 Pending completion app \$500.00 4/27/2020 MODIFY No Building #1, LLC 2347 Reading Road, LLC CRA 2/21/2020 Pending Extension Amendment \$500.00 5/29/2020 MODIFY No Building #1, LLC 100 E. Clifton, 101 & 105 Peete Renovation LEED CRA 2/9/2020 Pending Extension Amendment \$500.00 2/58/2020 MODIFY No Alto Properties, LLC 6087 Montgomery Road LEED CRA 3/26/2020 Pending Extension Amendment \$500.00 2/18/2020 MODIFY No Wooster Development, Ltd. Prus Construction Expansion CRA 2/18/2020 Pending completion app \$500.00 2/21/2020 MODIFY No 1629 Citadel LLC 2346 Boone CRA CRA 3/23/2020 Pending completion app \$500.00 2/21/2020 MODIFY No Nation Worldwide, LLC Nation Kitchen and Bar CRA 3/10/2020 Pending completion app \$500.00 3/17/2020 MODIFY No Price Hill Will Masonic Lodge - Incline Arts & Events Ctr CRA 3/2020 Pending completion app \$500.00 3/2/2020 MODIFY No OTR Dispensaries, LLC 1902 Colerain - CRA CRA 3/11/2020 Pending completion app \$500.00 3/17/2020 MODIFY No Solica Construction 722 E McMillan CRA 3/26/2020 Completion App Pending Company \$500.00 2/14/2020 MODIFY No 793 E McMillan, LLC Comfort Station CRA 3/23/2020 Pending Completion App from Company \$500.00 2/14/2020 MODIFY No 793 E McMillan, LLC Comfort Station CRA 3/23/2020 Pending Completion App from Company \$500.00 2/14/2020 MODIFY No 793 E McMillan, LLC Comfort Station CRA 3/23/2020 Pending Completion App from Company \$500.00 2/14/2020 MODIFY No 793 E McMillan, LLC Comfort Station CRA 3/23/2020 Pending Completion App from Company \$500.00 2/14/2020 MODIFY No 793 E McMillan, LLC Comfort Station CRA 3/23/2020 Pending Completion App from Company \$500.00 2/14/2020 Modified App from Company \$500.00 2/14/2020 Pending Completion App from Company \$500.00 2/14/2020 Modified App	ODIFY	No	Mrs. Pig, LLC	Mrs. Pig (109 W Elder)	CRA	2/13/2020	Pending completion app	\$500.00	5/19/2020	\$500.00
MODIFYNoRace and Vine Offices, LLCRace and Vine OfficesCRA3/20/2020Pending completion app\$500.004/27/2020MODIFYNo2347 Reading Road, LLC2347 Reading Road, LLCCRA2/21/2020Pending Extension Amendment\$500.005/29/2020MODIFYNoBuilding #1, LLC100 E. Clifton, 101 & 105 Peete RenovationLEED CRA2/9/2020Pending Extension Amendment\$500.002/5/2020MODIFYNoAlto Properties, LLC6087 Montgomery RoadLEED CRA3/26/2020Pending Extension Amendment\$500.002/18/2020MODIFYNoWooster Development, Ltd.Prus Construction ExpansionCRA2/18/2020Pending completion app\$500.002/21/2020MODIFYNo1629 Citadel LLC2346 Boone CRACRA3/23/2020Pending completion app\$500.002/21/2020MODIFYNoNation Worldwide, LLCNation Kitchen and BarCRA3/10/2020Pending completion app\$500.003/17/2020MODIFYNoPrice Hill WillMasonic Lodge - Incline Arts & Events CtrCRA3/2/2020Pending completion app\$500.003/2/2020MODIFYNoOTR Dispensaries, LLC1902 Colerain - CRACRA3/11/2020Pending completion app\$500.003/17/2020MODIFYNoSolica Construction722 E McMillanCRA3/23/2020Pending Completion App From Company\$500.002/14/2020	ODIFY	No	Ranger Community Group, LLC	1035 Dayton	CRA	3/27/2020		\$500.00	6/2/2020	\$500.00
MODIFY No Race and Vine Offices, LLC Race and Vine Offices CRA 3/20/2020 Pending completion app \$500.00 4/27/2020 MODIFY No 2347 Reading Road, LLC 2347 Reading Road, LLC CRA 2/21/2020 Pending Extension Amendment \$500.00 5/29/2020 MODIFY No Building #1, LLC 100 E. Clifton, 101 & 105 Peete Renovation LEED CRA 2/9/2020 Pending Extension Amendment \$500.00 2/5/2020 MODIFY No Alto Properties, LLC 6087 Montgomery Road LEED CRA 3/26/2020 Pending Extension Amendment \$500.00 2/18/2020 MODIFY No Wooster Development, Ltd. Prus Construction Expansion CRA 2/18/2020 Pending completion app \$500.00 2/21/2020 MODIFY No 1629 Citadel LLC 2346 Boone CRA CRA 3/23/2020 Pending completion app \$500.00 2/21/2020 MODIFY No Nation Worldwide, LLC Nation Kitchen and Bar CRA 3/10/2020 Pending completion app \$500.00 3/17/2020 MODIFY No Price Hill Will Masonic Lodge - Incline Arts & Events Ctr CRA 3/2020 Pending completion app \$500.00 3/2/2020 MODIFY No OTR Dispensaries, LLC 1902 Colerain - CRA CRA 3/26/2020 Completion App Pending Company \$500.00 2/14/2020 MODIFY No Solica Construction 722 E McMillan CRA 3/26/2020 Pending Completion App From Company \$500.00 2/14/2020 MODIFY No 793 E McMillan, LLC Comfort Station CRA 3/23/2020 Pending Completion App From Company \$500.00 2/14/2020	/ODIFY	No	Cincinnati Brewery District Apartments, LLC	1906 Elm Street	CRA		Pending annual report, fee, completion	\$500.00		
MODIFY         No         2347 Reading Road, LLC         2347 Reading Road, LLC         CRA         2/21/2020         Pending Extension Amendment         \$500.00         5/29/2020           MODIFY         No         Building #1, LLC         100 E. Clifton, 101 & 105 Peete Renovation         LEED CRA         2/9/2020         Pending Extension Amendment         \$500.00         2/5/2020           MODIFY         No         Alto Properties, LLC         6087 Montgomery Road         LEED CRA         3/26/2020         Pending Extension Amendment         \$500.00         2/18/2020           MODIFY         No         Wooster Development, Ltd.         Prus Construction Expansion         CRA         2/18/2020         Pending completion app         \$500.00         2/21/2020           MODIFY         No         1629 Citadel LLC         2346 Boone CRA         CRA         3/23/2020         Pending completion app         \$500.00         2/21/2020           MODIFY         No         Nation Worldwide, LLC         Nation Kitchen and Bar         CRA         3/10/2020         Pending completion app         \$500.00         3/17/2020           MODIFY         No         Price Hill Will         Masonic Lodge - Incline Arts & Events Ctr         CRA         3/2/2020         Pending completion app         \$500.00         3/17/2020           MODIF	/ODIFY	No		Race and Vine Offices	CRA	3/20/2020	Pending completion app	\$500.00	4/27/2020	\$500.00
MODIFYNoAlto Properties, LLC6087 Montgomery RoadLEED CRA3/26/2020Pending Extension Amendment\$500.002/18/2020MODIFYNoWooster Development, Ltd.Prus Construction ExpansionCRA2/18/2020Pending completion app\$500.002/21/2020MODIFYNo1629 Citadel LLC2346 Boone CRACRA3/23/2020Pending completion app\$500.00MODIFYNoNation Worldwide, LLCNation Kitchen and BarCRA3/10/2020Pending completion app\$500.00MODIFYNoPrice Hill WillMasonic Lodge - Incline Arts & Events CtrCRA3/2/2020Pending completion app\$500.003/2/2020MODIFYNoOTR Dispensaries, LLC1902 Colerain - CRACRA3/11/2020Pending completion app\$500.003/17/2020MODIFYNoSolica Construction722 E McMillanCRA3/26/2020Completion App Pending Company\$500.00MODIFYNo793 E McMillan, LLCComfort StationCRA3/23/2020Pending Completion App from Company\$500.00	MODIFY	No	2347 Reading Road, LLC	2347 Reading Road, LLC	CRA	2/21/2020		\$500.00	5/29/2020	\$500.00
MODIFYNoAlto Properties, LLC6087 Montgomery RoadLEED CRA3/26/2020Pending Extension Amendment\$500.002/18/2020MODIFYNoWooster Development, Ltd.Prus Construction ExpansionCRA2/18/2020Pending completion app\$500.002/21/2020MODIFYNo1629 Citadel LLC2346 Boone CRACRA3/23/2020Pending completion app\$500.00MODIFYNoNation Worldwide, LLCNation Kitchen and BarCRA3/10/2020Pending completion app\$500.00MODIFYNoPrice Hill WillMasonic Lodge - Incline Arts & Events CtrCRA3/2/2020Pending completion app\$500.003/2/2020MODIFYNoOTR Dispensaries, LLC1902 Colerain - CRACRA3/11/2020Pending completion app\$500.003/17/2020MODIFYNoSolica Construction722 E McMillanCRA3/26/2020Completion App Pending Company\$500.00MODIFYNo793 E McMillan, LLCComfort StationCRA3/23/2020Pending Completion App from Company\$500.00	/ODIFY	No	Building #1, LLC	100 E. Clifton, 101 & 105 Peete Renovation	LEED CRA	2/9/2020	Pending Extension Amendment	\$500.00	2/5/2020	\$500.00
MODIFY         No         1629 Citadel LLC         2346 Boone CRA         CRA         3/23/2020         Pending completion app         \$500.00           MODIFY         No         Nation Worldwide, LLC         Nation Kitchen and Bar         CRA         3/10/2020         Pending completion app         \$500.00         3/17/2020           MODIFY         No         Price Hill Will         Masonic Lodge - Incline Arts & Events Ctr         CRA         3/2/2020         Pending completion app         \$500.00         3/2/2020           MODIFY         No         OTR Dispensaries, LLC         1902 Colerain - CRA         CRA         3/11/2020         Pending completion app         \$500.00         3/17/2020           MODIFY         No         Solica Construction         722 E McMillan         CRA         3/26/2020         Completion App Pending Company         \$500.00           MODIFY         No         793 E McMillan, LLC         Comfort Station         CRA         3/23/2020         Pending Completion App from Company         \$500.00	/ODIFY	No	Alto Properties, LLC		LEED CRA	3/26/2020	Pending Extension Amendment	\$500.00	2/18/2020	\$500.00
MODIFY         No         1629 Citadel LLC         2346 Boone CRA         CRA         3/23/2020         Pending completion app         \$500.00           MODIFY         No         Nation Worldwide, LLC         Nation Kitchen and Bar         CRA         3/10/2020         Pending completion app         \$500.00         3/17/2020           MODIFY         No         Price Hill Will         Masonic Lodge - Incline Arts & Events Ctr         CRA         3/2/2020         Pending completion app         \$500.00         3/2/2020           MODIFY         No         OTR Dispensaries, LLC         1902 Colerain - CRA         CRA         3/11/2020         Pending completion app         \$500.00         3/17/2020           MODIFY         No         Solica Construction         722 E McMillan         CRA         3/26/2020         Completion App Pending Company         \$500.00           MODIFY         No         793 E McMillan, LLC         Comfort Station         CRA         3/23/2020         Pending Completion App from Company         \$500.00	/ODIFY	No	Wooster Development, Ltd.	Prus Construction Expansion	CRA	2/18/2020	Pending completion app	\$500.00	2/21/2020	\$500.00
MODIFY         No         Nation Worldwide, LLC         Nation Kitchen and Bar         CRA         3/10/2020         Pending completion app         \$500.00         3/17/2020           MODIFY         No         Price Hill Will         Masonic Lodge - Incline Arts & Events Ctr         CRA         3/2/2020         Pending completion app         \$500.00         3/2/2020           MODIFY         No         OTR Dispensaries, LLC         1902 Colerain - CRA         CRA         3/11/2020         Pending completion app         \$500.00         3/17/2020           MODIFY         No         Solica Construction         722 E McMillan         CRA         3/26/2020         Completion App Pending Company         \$500.00           MODIFY         No         793 E McMillan, LLC         Comfort Station         CRA         3/23/2020         Pending Completion App from Company         \$500.00         2/14/2020	/ODIFY	No	1629 Citadel LLC	2346 Boone CRA	CRA	3/23/2020				
MODIFY         No         Price Hill Will         Masonic Lodge - Incline Arts & Events Ctr         CRA         3/2/2020         Pending completion app         \$500.00         3/2/2020           MODIFY         No         OTR Dispensaries, LLC         1902 Colerain - CRA         CRA         3/11/2020         Pending completion app         \$500.00         3/17/2020           MODIFY         No         Solica Construction         722 E McMillan         CRA         3/26/2020         Completion App Pending Company         \$500.00           MODIFY         No         793 E McMillan, LLC         Comfort Station         CRA         3/23/2020         Pending Completion App from Company         \$500.00         2/14/2020	-		Nation Worldwide, LLC	Nation Kitchen and Bar	CRA				3/17/2020	\$500.00
MODIFY         No         OTR Dispensaries, LLC         1902 Colerain - CRA         CRA         3/11/2020         Pending completion app         \$500.00         3/17/2020           MODIFY         No         Solica Construction         722 E McMillan         CRA         3/26/2020         Completion App Pending Company         \$500.00         \$500.00           MODIFY         No         793 E McMillan, LLC         Comfort Station         CRA         3/23/2020         Pending Completion App from Company         \$500.00         2/14/2020	-				CRA					\$500.00
MODIFYNoSolica Construction722 E McMillanCRA3/26/2020Completion App Pending Company\$500.00MODIFYNo793 E McMillan, LLCComfort StationCRA3/23/2020Pending Completion App from Company\$500.002/14/2020				-						\$500.00
MODIFY No 793 E McMillan, LLC Comfort Station CRA 3/23/2020 Pending Completion App from Company \$500.00 2/14/2020							· ' ''		-, ,	, . ,
								· · · · · · · · · · · · · · · · · · ·	2/14/2020	\$500.00
			,			., .,			, ,====	, . ,
TERMINATE Yes Red Bank Crossing II, LLC Red Bank Crossing II LEED-CRA LEED CRA 3/26/2020 \$1,365.71 3/9/2020 \$2				•	+	3/26/2020			3/9/2020	\$1,365.71

<b>Current Year TIRC</b>	Compliant?	Organization Legal Name	Project Name	Program	Annual Report	Approval Notes	Current Year	Fee Payment	Annual
Disposition	Compliants	Organization Legal Name	Project Name	Туре	Received	Approval Notes	Annual Fee	Date	Fee Paid
TERMINATE	Yes	Race, Republic & Green, LLC	Friar's Court - Race, Republic, & Green	CRA	1/31/2020		\$500.00	2/10/2020	\$500.00
TERMINATE	Yes	Meyer Tool Inc	Meyer Tool Expansion (CRA & JCTC)	CRA		Pending Termination	\$500.00		
TERMINATE	Yes	4021 Eastern Avenue, LLC	Jackson Theater Renovation	CRA	3/19/2020	Pending Assignment	\$500.00	5/29/2020	\$500.00
TERMINATE	Yes	CCM Realty Holding Company, LLC	Clifton Market - CRA Tax Abatement	CRA	2/25/2020	School board payment past; Assignment	\$500.00	2/28/2020	\$1,000.00
TERMINATE	No	Elm Street Ventures, LLC	Elm Street Ventures, LLC	LEED CRA		Pending annual report, fee, CPS payment	\$500.00		
TERMINATE	No	100 Findlay, LLC	100 Findlay	CRA		Pending CPS, ODSA, comp-Default sent	\$500.00		

Current Year TIRC	Compliant?	Organization Legal Name	Project Name	Program Type	Approved by	Agreement Executed	ODSA Master	ODSA Individual	Rate Abat	ment sta	art Year	End Date	Current Year	Projected End	CO Achieved	Registered	Projected	Company-Reported	Investment Met
Disposition			• • • • • • • • • • • • • • • • • • • •	CRA	City Council	by Company & City	Agreement Number	Agreement Number	Tern	(yrs)	2006	12/31/2020	Abated Value	Date C (20 (2005	6/15/2006	with Auditor	Investment	Investment	(%)
CONTINUE	Yes	Corryville Community Development Corporation  Machine Flats, LLC	Stetson Square (University Village) CRA 3301 Colerain - Middle Farth	CRA - HIST	9/9/2004 3/23/2005	1/1/2005 4/18/2005	061-15000-09 061-15000-06	16-006 05-001			2006	12/31/2020	#	6/30/2006 7/31/2006	12/1/2006	1/19/2007	\$8.560.000	\$37,250,000 \$7,016,000	106 82
CONTINUE	Yes	Uptown Rental Properties LLC	260 East University CRA	CRA	4/13/2005	5/16/2005	061-15000-06	05-002			2006	12/31/2020	#	7/31/2006	12/28/2004	12/28/2004	\$2,200,000	\$1,063,600	48
CONTINUE	Yes	Wooster Park Office Condominium Association	Wooster Park office condos CRA	CRA	9/13/2006	10/4/2006	061-15000-06	06-001			2008	12/31/2022	#	12/31/2012	1/1/2008	10/27/2008	\$3,435,636	\$3,723,220	108
CONTINUE	Yes	RD America Inc.	Restaurant Depot CRA	CRA	1/31/2007	3/23/2007	061-15000-06	07-001			2008	12/31/2022	#	3/1/2008	12/23/2009	12/23/2009	\$4,900,000	\$6,733,927	137
CONTINUE	Yes	Stratford Companies 2718 Observatory Partners LLC	Senior Star - Assisted Living CRA 2718 Observatory Avenue CRA	CRA CRA	2/28/2007 6/27/2007	10/26/2007 7/12/2007	061-15000-09 061-00865-06	07-001 07-001			2010	12/31/2025	\$2,540	3/31/2010 5/31/2008	2/10/2011 12/31/2008	1/15/2010 2/12/2009	\$575,000	\$93,285,607 \$1.096,197	102 191
CONTINUE	Yes	KMS Realty, LTD	Skyline Chili CRA (Walnut Hills)	CRA	12/5/2007	1/29/2008	061-15000-09	08-001			2008	12/31/2022	32,540	12/31/2008	3/24/2008	10/27/2008		\$873,007	67
CONTINUE	Yes	Towne Properties	DeSales Apartments II CRA	LEED CRA	11/5/2008	11/19/2008	061-15000-09	08-004			2010	12/31/2024	#	12/31/2009	10/28/2010		\$6,402,000	\$5,946,778	93
CONTINUE	Yes	Burke Inc.	Burke, Inc.	LEED CRA	1/1/2009	5/7/2009	061-15000-09	09-001			2010	12/31/2021	#	5/31/2010	1/5/2011	1/5/2011	+-//	\$13,132,147	219
CONTINUE	Yes	La Caisse, Inc.  DeVotie Hall Association	KZF Design Relocation to 700 Broadway  DeVotie Hall Renovation and Addition	LEED CRA	1/1/2009 6/17/2009	9/30/2009 12/28/2017	061-15000-09 061-15000-09	09-003 19-038			2011	12/31/2022	#	12/31/2009	7/12/2010 9/10/2010	5/29/2015	\$3,375,000 \$3,757,300	\$3,841,368 \$3,062,366	114 82
CONTINUE	Yes	Mednace Inc.	RBM Dev/ 100 Medpace Way	LEED CRA	11/18/2009	12/28/2017	061-15000-09	19-038			2012	12/31/2026	#	10/31/2010	11/10/2010	7/20/2011	\$3,757,300	\$3,062,366	82 85
CONTINUE	Yes	Forest Square Apartments Limited Partnership	Forest Square Senior Apartments	LEED CRA	12/16/2009	1/29/2010	061-15000-09	10-009	100	5 2	2011	12/31/2025	#	12/31/2010	12/28/2011	12/28/2011	\$2,998,042	\$4,370,237	146
CONTINUE	Yes	MTK, Inc.	Q Laboratories Expansion CRA	CRA	12/16/2009	1/26/2010	061-15000-09	10-013	100	5 2	2011	12/31/2025	#	12/31/2010	9/15/2011		\$1,579,200	\$1,184,400	75
CONTINUE	Yes	Christian Moerlein Brewing Co.	Christian Moerlein at The Banks	LEED CRA	1/1/2010	9/10/2010	061-15000-09	10-003			2012	12/31/2023	- "	3/31/2012	11/5/2012	7.7	\$4,000,000	\$7,044,781	176
CONTINUE	Yes	Links Unlimited  Gamma Xi 21. Inc.	Links Unlimited  Delta Tau Delta Fraternity House	LEED CRA	1/1/2010	9/7/2010 5/14/2010	061-15000-09 061-15000-09	10-014 10-008			2012	12/31/2026	#	12/31/2011	12/14/2011 12/31/2010	6/10/2013	\$3,500,000 \$1.175,000	\$3,860,000 \$1,373,427	110 117
CONTINUE	Yes	1415 Vine, LLC	Gateway IV	CRA	1/1/2010	8/20/2010	061-15000-09	10-006			2011	12/31/2022	\$85,650	12/31/2010	2/1/2012	2/1/2012	1 7 -7	\$8,000,000	103
CONTINUE	Yes	1400 Race, LLC	1400 Race Street	CRA	1/1/2010	8/23/2010	061-15000-09	10-007			2012	12/31/2023	#	12/30/2010	7/30/2012	7/30/2012		\$4,176,027	137
CONTINUE	Yes	Fay Limited Partnership	Wallick-Stern-Hendy Properties -Fay Apts	CRA	1/1/2010	9/17/2010	061-15000-09	10-011			2014	12/31/2021	#	1/1/2014	3/26/2013	10/10/2014		\$21,334,150	100
CONTINUE	Yes	Eagle Realty Group, LLC	Phelps Apt Convrsn to Courtyard Marriot	CRA	1/27/2010	2/2/2010	061-15000-09	10-001			2011	12/31/2022	#	4/30/2011	9/27/2011	9/27/2011	\$9,660,000	\$9,759,812	101
CONTINUE	Yes	65 West LLC Bluerock Lofts, LLC	65 West-LEED CRA Northside American Can/Factory Square	LEED CRA	6/3/2010	1/20/2010 6/15/2010	061-15000-09	10-010 10-012			2012	12/31/2026	#	12/31/2011	5/7/2013 12/1/2011	5/7/2013	********	\$16,687,000 \$21,088,998	100
CONTINUE	Yes	Highland MOB, LLC	Highland MOB, LLC	LEED CRA	6/16/2010	8/16/2010	061-15000-09	15-122	200		2011	12/31/2025	#	12/31/2010	7/1/2014	1/5/2012	\$3,339,077	\$3,339,077	100
CONTINUE	Yes	Urban Sites	9487 Dry Fork Rd, LLC	LEED CRA	6/30/2010	6/14/2011	061-15000-09	11-013	100	2 2	2012	12/31/2023	\$97,620	12/31/2010	6/11/2012	2/28/2014	\$140,000	\$140,175	100
CONTINUE	Yes	Sky Lofts LLC	The Edge	LEED CRA	9/9/2010	9/13/2010	061-15000-09	10-002			2016	12/31/2027	#	6/30/2018	2/10/2017	1/6/2020	\$3,401,547	\$3,889,131	114
CONTINUE	Yes	Aegis Protective Services	3033 Robertson Ave.	CRA	12/1/2010	1/11/2011	061-15000-09	11-001			2012	1/31/2023	#	12/31/2011	5/17/2012	5/22/2013	\$525,000	\$342,679	65
CONTINUE	Yes	ACG Federal Reserve, LLC Jefferson Ventures, LLC	The Reserve Jefferson Ventures	LEED CRA	12/8/2010	3/30/2011 12/31/2011	061-15000-09 061-15000-09	11-003 11-009			2012	12/31/2023 12/31/2026	#	12/27/2012 12/31/2011	12/27/2012 12/27/2011	12/27/2012 8/1/2012	\$2,949,340	\$17,686,781 \$2,874,340	100 97
CONTINUE	Yes	CBD Holdings	114-118 E 6th Street	LEED CRA	1/1/2011	5/24/2011	061-15000-09	11-009			2012	12/31/2025	#	12/31/2011	9/9/2013	9/2/2014	\$9,300,000	\$4,317,788	46
CONTINUE	Yes	CBD Holdings	122 E 6th Street	LEED CRA	1/1/2011	5/24/2011	061-15000-09	11-008	100	2 2	2013	12/31/2024	#	12/31/2012	2/7/2013	9/2/2014	\$3,400,000	\$1,570,444	46
CONTINUE	Yes	Woodburn Pointe, LLC	Woodburn Pointe	LEED CRA	1/1/2011	4/8/2011	061-15000-09	16-001			2012	12/31/2023	#	1/31/2012	11/21/2011	10/26/2012	\$3,955,345	\$7,285,974	184
CONTINUE	Yes	5011 Kenwood, LLC	Camargo Capital Renovation	LEED CRA	1/1/2011	11/8/2011	061-15000-09	11-012			2013	3/1/2024	#	12/31/2014	3/4/2013	6/17/2015	\$284,030	\$271,001	95
CONTINUE	Yes	OTR Predevelopment LLC Electronic Ark, LLC	Color Building CRA 222 East 14th Street	CRA CRA	1/1/2011 2/16/2011	11/10/2011 4/12/2011	061-15000-09 061-15000-09	11-010 16-012			2013 2014	12/31/2024 12/31/2025	#	12/31/2012 12/31/2015	4/4/2013 2/16/2016	9/2/2014 9/9/2016	\$2,037,000 \$529,200	\$1,637,975 \$650.000	80 123
CONTINUE	Yes	Elberon Senior Apartments	Elberon	LEED CRA	3/2/2011	4/8/2011	061-15000-09	16-002			2013	12/31/2024	#	4/1/2012	5/4/2012		\$7.416.624	\$4.864.420	66
CONTINUE	Yes	Daffin Investments Ohio, LLC	Youthland on Glenway Avenue	LEED CRA	5/25/2011	8/30/2011	061-15000-09	18-027	100	5 2	2012	12/31/2026	#	12/31/2011	12/27/2012	12/27/2012	\$800,000	\$800,000	100
CONTINUE	Yes	Medpace Inc.	200 Medpace Way - Bldg 2	LEED CRA	6/2/2011	6/9/2011	061-15000-09	11-005			2012	12/31/2026	#	12/31/2012	3/12/2013	8/29/2013	\$7,500,000	\$15,101,473	201
CONTINUE	Yes	Medpace Inc.	300 Medpace Way - Bldg 3	LEED CRA	6/2/2011	6/9/2011	061-15000-09	11-006 16-003			2012	12/31/2026	#	12/31/2012	8/15/2012		\$3,600,000	\$7,763,801 \$7,615,955	216
CONTINUE	Yes	Hallmark Student Housing Cincinnati, LLC SV Apartments, LLC	University Edge Cincinnati I LEED-CRA  Benchmark and Euclid Square Apartments	LEED CRA	6/11/2011	6/15/2011 7/22/2011	061-15000-09	16-003			2013	12/31/2027 12/31/2027	#	8/19/2013 12/31/2012	8/19/2013 10/17/2012	6/10/2013	\$8,000,000	\$8,000,000	95 90
CONTINUE	Yes	Hallmark Student Housing Cincinnati II, LLC	University Edge Cincinnati II, LEED CRA	LEED CRA	6/22/2011	10/11/2012	061-15000-09	12-004			2013	12/31/2027	#	12/31/2013	6/21/2013	., .,	\$3,823,000	\$4,940,596	129
CONTINUE	Yes	Superior Automotive dba Superior Honda	4777 Spring Grove, LLC	CRA	8/3/2011	8/30/2011	061-15000-09	15-109	100	. 2	2013	12/31/2020	#	12/31/2012	1/27/2014	6/12/2015	\$1,750,000	\$1,723,871	99
CONTINUE	Yes	North Rhine Heights Limited Partnership	North Rhine Heights LEED-CRA	LEED CRA	9/21/2011	10/11/2011	061-15000-09	11-011			2012	12/31/2023	\$0	12/31/2012	5/31/2012	8/23/2016	\$1,964,036	\$1,096,940	56
CONTINUE	Yes	HCII-237 William Howard Taft Road, LLC	Taft Offices, LLC - LEED-CRA	LEED CRA CRA	1/11/2012	1/12/2012	061-15000-09 061-15000-09	12-001 19-046		_	2013	12/31/2024	#	12/31/2012 4/18/2018	9/11/2012 4/18/2018	7/31/2013	\$3,000,000 \$486,860	\$2,510,000	84
CONTINUE	Yes	Spring Grove Holdings, LLC St. Paul Village II Limited Partnership	Mercer Supply Relocation Saint Paul Village II	CRA	1/11/2012 2/9/2012	2/12/2012 2/21/2012	061-15000-09	16-022			2013	12/31/2024	#	12/31/2012	4/12/2013	11/18/2016		\$5,454,033	84
CONTINUE	Yes	Usquare, LLC	CUF U-Square @ The Loop	LEED CRA	2/23/2012	10/6/2011	061-15000-09	16-005			2013	12/31/2027	#	12/31/2013	7/22/2013	12/17/2013		\$16,443,926	121
CONTINUE	Yes	BAM Realty Group, LLC	4426 Brazee Street	LEED CRA	2/23/2012	3/26/2012		99-000			2010	12/31/2021	#	12/31/2012	6/10/2013	6/10/2013		\$2,338,423	100
CONTINUE	Yes	4138 Hamilton Avenue, LLC	Caracole Relocation (CRA)	CRA	2/29/2012	5/10/2012	061-15000-09	12-100			2014	12/31/2025	#	12/31/2012	9/5/2013	4/13/2015	\$315,590	\$289,271	92
CONTINUE	Yes	dunnhumby USA LLC F&C Development, Inc.	dunnhumbyUSA PIR Oakley Station Apartments (LEED-CRA)	LEED CRA	3/19/2012	3/21/2012 11/7/2012	061-15000-09 061-15000-09	17-003 16-026	200		2015	12/31/2029 12/31/2028	#	6/1/2015 2/1/2017	11/4/2015 1/17/2014	5/19/2017 4/4/2014	*********	\$53,281,179 \$38.608.285	107 145
CONTINUE	Yes	Stratford Court Apartments, LLC	Stratford Court Apartments	LEED CRA	4/25/2012	6/13/2012	061-15000-09	16-018			2014	12/31/2028	#	8/6/2014	8/6/2014	9/9/2016	\$2.049.315	\$2,275,599	111
CONTINUE	Yes	Crown Building, LLC	Crown Building, LLC	LEED CRA	5/2/2012	12/10/2013	061-15000-09	12-102	100	2 2	2014	12/31/2025	#	12/31/2013	3/17/2014	12/18/2014	\$1,176,380	\$1,043,766	89
CONTINUE	Yes	Schiel	Schiel, LLC LEED CRA	LEED CRA	5/31/2012	6/4/2012	061-15000-09	12-002			2014	12/31/2028		12/31/2013	9/17/2013	1/26/2015	********	\$20,248,800	156
CONTINUE	Yes	OTR Holdings, Inc. Mercer Commons OTR, LLC	Mercer Commons, LP Garage CRA	CRA CRA	5/31/2012 5/31/2012	2/19/2013	061-15000-09 061-15000-09	15-102 15-103			2014	12/31/2021	#	12/31/2014	5/23/2014	3/20/2015	\$7,776,000 \$5,310,000	\$11,275,995	145 96
CONTINUE	Yes	Columbia Delta Apartments, LLC	Mercer Commons OTR, LLC Columbia Delta Apartments, LLC	LEED CRA	6/26/2012	2/19/2013 11/21/2012	061-15000-09	15-103 12-003			2013	12/31/2024	#	12/31/2013 12/15/2014	9/9/2013 12/15/2014	11/13/2013 5/24/2016		\$5,118,818 \$7.682.109	118
CONTINUE	Yes	MREIC Cincinnati OH, LLC	Rough Brothers Expansion - Land Sale/CRA	CRA	7/3/2012	7/24/2012	061-15000-09	14-102			2015	12/31/2024	# #	3/30/2016	1/16/2015	-, ,	\$4,000,000	\$3,760,399	94
CONTINUE	Yes	SREE Hotels	Enquirer Building Redevelopment	LEED CRA	7/30/2012	9/19/2012	061-15000-09	14-001			2015	12/31/2026	#	4/22/2015	4/22/2015	11/21/2016	********	\$21,707,502	79
CONTINUE	Yes	Abigail Apartments Limited Partnership	Abigail Apartments LEED - CRA	LEED CRA	8/1/2012	12/10/2013	061-15000-09	12-101			2015	12/31/2025	\$0	7/30/2013	7/30/2013	6/21/2016		\$1,281,257	57
CONTINUE	Yes	BSG2, LLC Alston Park Limited Partnership	BSG2, LLC (1404 Walnut) Alston Park LEED CRA	CRA LEED CRA	8/1/2012 9/19/2012	8/3/2016 11/1/2012	061-15000-09 061-15000-09	16-041 15-124	200		2014 2014	12/31/2021	#	12/31/2013	10/2/2012 4/24/2014	11/9/2017 5/16/2016	\$335,000 \$7,106,412	\$334,034 \$4,696,498	100 66
CONTINUE	Yes	Mercer Commons Commercial 2, LLC	Mercer Commons 2 (Commercial)	CRA	10/24/2012	3/8/2013	061-15000-09	15-124			2014	12/31/2025	#	12/31/2013	12/18/2014		\$1,824,000	\$2,106,767	116
CONTINUE	Yes	B-Side Landlord, LLC	B-Side Landlord, LLC	CRA	10/24/2012	2/19/2013	061-15000-09	16-015	100	. 2	2014	12/31/2021	#	4/30/2013	1/8/2014	11/15/2016	\$2,037,000	\$1,555,897	76
CONTINUE	Yes	G&A Paxton, LLC	Pediatricians of Hyde Park Relocation	CRA	1/23/2013	2/26/2013	061-15000-09	15-106			2014	12/31/2028	#	12/31/2013	7/5/2013	5/14/2015	\$1,200,000	\$972,420	81
CONTINUE	Yes	3117 Southside Realty LLC BSG2, LLC	Peter Cremer Expansion BSG2, LLC (24 E 15th)	LEED CRA	1/23/2013	7/25/2013	061-15000-09 061-15000-09	13-005 13-100			2014	12/31/2028		12/31/2013	6/30/2014	5/31/2015 8/12/2016	\$3,000,000	\$4,472,308	149
CONTINUE	Yes	TMG Investment Group	BSG2, LLC (24 E 15th) Broadway Square, Phase I	CRA LEED CRA	2/6/2013 3/11/2013	12/10/2013 11/4/2013	061-15000-09 061-15000-09	13-100 13-007			2016	12/31/2027 12/31/2025	#	12/31/2013 12/31/2014	6/25/2014 11/26/2014	8/12/2016 11/28/2016	\$432,000 \$7,841,140	\$431,978 \$10,272,897	100 131
CONTINUE	Yes	Bartlett Building LTD	Bartlett - Renaissance Hotel	LEED CRA	5/13/2013	7/25/2013	061-15000-09	14-100			2014	3/1/2025	#	9/1/2014	10/31/2014	3/10/2015	######	\$38,578,820	116
CONTINUE	Yes	233 Gilman, LLC	CRA - 233 Gilman Ave	LEED CRA	5/15/2013	7/1/2013	061-15000-09	13-003			2015	12/31/2026	#	12/31/2014	2/20/2015	2/26/2016	\$775,000	\$1,038,220	134
CONTINUE	Yes	Losantiville Evanston, LLC	Losantiville-Evanston Affordable Rental	LEED CRA	5/30/2013	9/25/2012	061-15000-09	14-007			2015	12/31/2026	\$0	6/1/2013	6/6/2013		\$1,915,446	\$1,350,050	70
CONTINUE	Yes	Losantiville Evanston, LLC	Losantiville-Evanston Affordable Rental	LEED CRA	5/30/2013	9/25/2012	061-15000-09	14-008			2015	12/31/2026	\$8,900	6/1/2013	6/6/2013	11/21/2016	\$764,410	\$519,250	68
CONTINUE	Yes	Gantry Apartments, LLC Hale-Justis Lofts, LP	Gantry Hale-Justis Lofts, LP	LEED CRA CRA - HIST	6/12/2013 6/12/2013	5/12/2014 6/12/2013	061-15000-09 061-15000-09	14-006 18-028			2014	12/31/2028	#	12/31/2015 10/1/2001	10/7/2016 10/1/2001	4/14/2017 6/25/2013		\$11,313,942	108 #Error!
CONTINUE	Yes	Grandin Company LTD	1308 Race Street	CRA CRA	8/7/2013	9/6/2013	061-15000-09	13-006			2014	12/31/2022	#	6/30/2014	6/17/2014	3/29/2016	\$977,798	\$1,005,049	103
CONTINUE	Yes	Losantiville Buildings, LLC	CRA - 3257 Gilbert Ave.	LEED CRA	8/7/2013	8/27/2013	061-15000-09	13-012	100	5 2	2015	12/31/2029	#	7/31/2014	5/30/2014	5/20/2015	\$3,000,000	\$2,830,095	94
CONTINUE	Yes	Black Iron Capital LLC	Schwartz Building Renovation - 906 Main St	LEED CRA	8/7/2013	11/6/2013	061-15000-09	13-010			2015	12/31/2026	#	12/31/2015	1/13/2015	6/12/2016	\$400,000	\$1,259,800	315
CONTINUE	Yes	Broadway Development 2001 LTD	Seventh & Broadway Tower	LEED CRA	8/7/2013	10/21/2013	061-15000-09	14-101			2015	12/31/2029	#	12/31/2015	6/24/2015	3/29/2016	*******	\$21,658,053	92
CONTINUE	Yes	Riverbanks Phase II-A Owner, LLC Cintrifuse Innovation Hub. LLC	The Banks Phase II - Residential Cintrifuse	CRA LEED CRA	8/7/2013 8/7/2013	2/20/2014 8/7/2013	061-15000-09 061-15000-09	14-004 13-101			2016	12/31/2030	#	3/31/2016 5/31/2015	9/21/2016 2/8/2016	2/7/2017	\$6,600,000	\$62,732,734 \$8.127,369	116 123
	Yes	FC16, LLC	McMillan Firehouse Row - Phase I	CRA	9/25/2013	10/2/2013	061-15000-09	13-101			2015	12/31/2027	#	3/31/2015	8/28/2014	4/14/2017	\$330,784	\$8,127,369	113
CONTINUE																			
CONTINUE CONTINUE	Yes	TINC, LLC	CRA - 1209 Jackson Street	CRA	10/9/2013	11/12/2013	061-15000-09	13-008	100				\$0	12/31/2019	4/23/2020		\$310,000	\$518,439	167

156

CONTINUE		In contract the state of the st	Et	CRA	11/14/2013	12/23/2013	061-15000-09	14-003	100	12	2015	12/31/2026		2/28/2015	5/1/2015	40/22/2045   64 000 000	\$5.023.049	126
CONTINUE	Yes	Eurostampa North America; Inc. Gantry Apartments, LLC	Eurostampa Expansion 1518 Knowlton Street (Gantry Phase Two)	LEED CRA	5/14/2013	6/9/2014	061-15000-09	14-003		15	2015	12/31/2026	#	6/1/2015	3/30/2016	10/22/2015 \$4,000,000 4/14/2017 \$1,200,000	\$5,023,049	126
CONTINUE	Yes	Oakley Housing Partners, LLC	Oakley Housing Partners	LEED CRA	6/11/2014	7/3/2014	061-15000-09	16-004	200	15	2014	12/31/2028	#	12/31/2016	1/16/2016	4/14/2017 \$1,200,000 8/12/2016 ************************************	\$1,300,000	108
CONTINUE	Yes	Ohio Theta House Corporation of Sigma Phi Epsilon	Sigma Phi Epsilon Fraternity House	LEED CRA	6/11/2014	8/4/2014	061-15000-09	14-110		12	2015	12/31/2026	#	12/31/2015	5/13/2015	8/1/2019 \$1,900,000	\$2.098.387	110
CONTINUE	Yes	Kirby Lofts, LLC	Kirby Lofts	CRA	6/11/2014	9/12/2014	061-15000-09	14-108		8	2017	12/31/2024	#	7/30/2016	8/8/2016	9/10/2017 \$4,200,000	\$5,959,517	142
CONTINUE	Yes	Kroger Company	Oakley Kroger LEED-CRA	LEED CRA	6/25/2014	8/4/2014	061-15000-09	14-103		15	2016	12/30/2030	#	12/31/2016	3/8/2016	5/19/2017	\$27,310,030	195
CONTINUE	Yes	Cincinnati Development I, LLC	580 Walnut Street/ @580 2nd Amendment	CRA	8/6/2014	9/30/2013	061-15000-09	17-013	100 :	12	2016	12/31/2027	# #	12/31/2016	2/10/2017	11/9/2017	\$31,863,963	73
CONTINUE	Yes	1527 Madison, LLC	Relocation of Bloomfield/Schon & AGE	CRA	8/6/2014	9/15/2014	061-15000-09	14-105	100 1	12	2016	12/31/2027	#	6/30/2015	9/18/2015	8/9/2016 \$1,185,000	\$1,191,345	101
CONTINUE	Yes	1201 Walnut, LLC	1201 Walnut	CRA	8/6/2014	9/15/2014	061-15000-09	15-105	100 1	12	2015	12/31/2026	#	12/31/2014	10/6/2015	11/6/2016 \$3,140,000	\$4,189,291	133
CONTINUE	Yes	5th and Race, LLC	Fifth and Race Retail Dev	LEED CRA	8/6/2014	10/7/2014	061-15000-09	14-113		15	2015	12/31/2029		12/31/2015	6/21/2016	1/13/2017 \$5,000,000	\$6,105,318	122
CONTINUE	Yes	Urban Legacy VIII, LLC	18 W. 13th St	CRA	8/6/2014	10/7/2014	061-15000-09	14-119		10	2015	12/31/2024	- :	12/31/2015	4/24/2015	12/5/2016 \$550,000	\$380,666	69
CONTINUE	Yes	Urban Legacy VIII, LLC	1403 Vine St	CRA	8/6/2014	10/7/2014	061-15000-09	14-115		10				12/31/2015	12/2/2014	11/15/2016 \$950,000	\$482,349	51
CONTINUE	Yes	Ale House Landlord LLC	Taft Ale House Brewery	CRA	8/6/2014	10/7/2014	061-15000-09	14-118		10	2015	12/31/2024		4/30/2015	4/1/2015	7/22/2016 \$8,000,000	\$9,614,145	120
CONTINUE	Yes Yes	Urban Legacy VIII, LLC SOLI Interests LLC	1428, 1430, and 1438 Race St 1200 and 1208 Main St	CRA CRA	8/6/2014 9/4/2014	1/28/2015 9/15/2014	061-15000-09 061-15000-09	15-111 14-114		10	2015 2016	12/31/2024 12/31/2025	\$19,100	12/31/2015	12/31/2015 8/5/2016	9/28/2016 \$650,000 5/22/2017 \$488,028	\$1,008,817 \$459,457	155 94
CONTINUE	Yes	Globe Building LLC	1801-1805 Fim Street	CRA	9/4/2014	8/17/2016	061-15000-09	16-040		10	2016	12/31/2025	#	12/31/2015	8/24/2016	4/7/2017 \$1,928,397	\$2,488,171	129
CONTINUE	Yes	Urban Legacy VIII, LLC	15 W. 14th St	CRA	9/4/2014	8/17/2016	061-15000-09	16-039		10	2015	12/31/2023	#	12/31/2015	3/19/2015	1/20/2017 \$7,928,397	\$755,961	107
CONTINUE	Yes	Transept Property, LLC	1205 Elm St	CRA	10/29/2014	10/13/2014	061-15000-09	19-017		10	2016	12/31/2025	#	12/31/2015	3/9/2016	5/16/2019 \$3,228,000	Ç733,301	0
CONTINUE	Yes	Avondale Housing LP	Avondale Revitalization Phase 1B	CRA	10/29/2014	11/13/2014	061-15000-09	14-109		8	2017	12/31/2024	#	10/31/2016	8/26/2016	12/11/2017 """"""	\$13,098,798	67
CONTINUE	Yes	Marlowe Court Limited Partnership	Marlowe Court	LEED CRA	10/29/2014	6/16/2016	061-15000-09	16-038	100 :	15	2018	12/31/2032	#	9/30/2017	12/29/2017	2/2/2019 \$8,091,428	\$11,171,296	138
CONTINUE	Yes	Avondale Housing II, LP	Avondale Revitalization Phase 1A	CRA	11/11/2014	11/13/2014	061-15000-09	14-107	100	8	2016	12/31/2023	#	12/31/2016	9/22/2017	11/1/2018	\$31,640,256	107
CONTINUE	Yes	Rhinegeist	Rhinegeist Expansion	CRA	12/17/2014	1/9/2015	061-15000-09	15-107		10	2016	12/31/2025		6/30/2016	10/4/2016	5/19/2017 \$2,200,000	\$3,797,948	173
CONTINUE	Yes	Trevarren Flats I LLC	Trevarren Flats	LEED CRA	12/17/2014	12/3/2014	061-15000-09	17-008		12	2016	12/31/2027		12/31/2015	2/19/2016	11/9/2017 \$8,600,000	\$7,322,941	85
CONTINUE	Yes	ACG Merchants, LLC	32 W 6th St - Newberry Lofts	LEED CRA	12/17/2014	5/19/2015	061-15000-09	15-118		12	2017	12/31/2028	#	12/31/2016	2/28/2017	12/4/2017 \$5,300,000	\$8,826,020	167
CONTINUE	Yes	McMillan Apartments, LLC	McMillan Apartments, LLC	LEED CRA	12/17/2014	6/9/2015 2/12/2015	061-15000-09	15-123		15	2016	12/31/2030	#	12/31/2016	10/3/2016 7/22/2016	5/19/2017	\$28,837,189	84 108
CONTINUE	Yes	Gaslight Gardens LLC	Gaslight Whitfield, Ltd 1405 Clav	LEED CRA	1/7/2015	2/12/2015	061-15000-09	15-100 15-101		15	2017	12/31/2031	#	3/31/2016	7/22/2016 5/31/2016	11/13/2017 \$440.000	\$17,790,087 \$596.338	108
CONTINUE	Yes	Avondale Community Council	Avondale Connection - Bus. & Comm Ctr	CRA	2/4/2015	2/18/2015	061-15000-09	15-101	200	12	2016	12/31/202/	#	12/31/2015	7/25/2018	9/18/2019 \$952,371	\$596,338	136
CONTINUE	Yes	VP4. LLC	VP4. LLC	LEED CRA	2/19/2015	3/20/2015	061-15000-09	15-114		15	2018	12/31/2029	#	12/31/2017	7/25/2018 8/19/2016	8/23/2017 5952,3/1	\$1,307,326	107
CONTINUE	Yes	Metcut Research Inc.	Metcut Expansion - Project Oak Forest	CRA	3/18/2015	7/22/2015	061-15000-09	16-013		12	2010	12/31/2030	#	12/31/2016	3/22/2017	2/7/2019 \$1,400,000	\$1,838,100	131
CONTINUE	Yes	Artichoke Properties, LLC	Redevelopment of 1824 Elm Street	LEED CRA	4/8/2015	5/6/2015	061-15000-09	15-112	200	12	2016	12/31/2027	\$88,180	3/31/2016	7/8/2016	10/10/2018 \$792,638	\$1,212,554	153
CONTINUE	Yes	3117 Southside Realty LLC	Southside Realty-Industrial	LEED CRA	4/29/2015	5/15/2015	061-15000-09	16-051		15	2016	12/31/2030		9/30/2016	4/14/2016	1/13/2017 \$6,500,000	\$6,731,283	104
CONTINUE	Yes	Avila Magna Group, LLC	1509 Republic Street	CRA	4/29/2015	5/21/2015	061-15000-09	15-125	100	8	2016	12/31/2023	#	12/31/2015	6/4/2015	6/4/2015 \$860,000	\$785,406	91
CONTINUE	Yes	Central Y Senior Apartments, LLC	Parkway Place Apartments	CRA	5/28/2015	6/12/2015	061-15000-09	15-119	100	8	2016	12/31/2023	#	12/31/2016	9/6/2016	4/4/2017 \$7,174,410	\$8,331,243	116
CONTINUE	Yes	Seymour Investments, LLC	Enquirer Distribution Ctr - Techsolve II	CRA	5/28/2015	7/17/2015	061-15000-09	15-121	100	7	2017	12/31/2023		10/21/2016	10/21/2016	12/11/2017 \$620,000	\$900,000	145
CONTINUE	Yes	3075 Vandercar SPDC LLC	Office Relocation - Oakley Station	LEED CRA	6/24/2015	7/22/2015	061-15000-09	15-117		15	2017	12/31/2031		12/31/2016	2/16/2017	12/1/2017	\$11,929,457	92
CONTINUE	Yes	Towne Properties	Holy Cross Chapel Conversion	LEED CRA	6/24/2015	8/24/2015	061-15000-09	16-009		12	2018	12/31/2029	#	12/31/2016	11/23/2016	11/5/2018 \$2,100,000	\$3,620,253	172
CONTINUE	Yes	Eighth and Sycamore LLC and NAP Sycamore LLC Saturday Knight Ltd.	8th and Sycamore Saturday Knight Relocation	CRA CRA	6/24/2015	10/5/2015 11/17/2015	061-15000-09 061-15000-09	16-019 19-057		15 12	2017	12/31/2031	\$0	6/30/2018 12/31/2016	2/27/2018 4/21/2016	10/3/2018 1/6/2020 \$1,000,000	\$32,177,755 \$1,633,241	96 163
CONTINUE	Yes	Knowlton Northside Limited Partnership	Knowlton Northside Senior Housing	LEED CRA	7/1/2015	8/15/2015	061-15000-09	15-116		15	2016	12/31/2027	ŞU #	12/31/2016	7/27/2016	1/6/2020 \$1,000,000 10/11/2018 ************************************	\$1,633,241 \$10,502,088	101
CONTINUE	Yes	512 E 12th, LLC	512 F 12th Street	CRA	7/1/2015	8/5/2015	061-15000-09	17-000		8	2017	12/31/2031	#	3/31/2016	6/9/2016	9/15/2017 \$657.000	\$416,200	63
CONTINUE	Yes	Base Operations, Inc.	Base Operations, Inc.	CRA	9/30/2015	2/5/2016	061-15000-09	16-034	200	8	2014	12/31/2021	#	2/1/2014	1/31/2014	4/4/2017 \$450,000	\$350,000	78
CONTINUE	Yes	OTR A.D.O.P.T.	1702 Central Parkway	CRA	10/14/2015	10/21/2015	061-15000-09	16-011	100	8	2017	12/31/2024	\$68,450	7/31/2016	9/14/2016	9/15/2017 \$145,000	\$127,169	88
CONTINUE	Yes	Broadway Square III, LLC	Broadway Square Phase III	LEED CRA	10/14/2015	10/30/2015	061-15000-09	16-017	100	12	2017	12/31/2028	"	9/30/2016	1/24/2017	12/4/2017 \$6,375,814	\$8,188,841	128
CONTINUE	Yes	1826 Race, LLC	1826 Race Redevelopment	LEED CRA	10/14/2015	2/10/2016	061-15000-09	16-028	100 1	12	2019	12/31/2030	#	3/31/2017	5/29/2018	6/11/2019 \$2,941,910	\$2,941,910	100
CONTINUE	Yes	Market Square I, LLC	Market Square I	LEED CRA	10/14/2015	2/10/2016	061-15000-09	16-027		12			\$0	3/31/2017	8/14/2017	\$8,188,191	\$8,188,191	100
CONTINUE	Yes	Hagen Properties, LLC	1833 Vine Street	CRA	10/28/2015	2/16/2016	061-15000-09	16-010	100	8	2017	12/31/2024	\$93,350	8/31/2016	1/5/2017	9/15/2017 \$106,000	\$132,000	125
CONTINUE	Yes	Lytle Park Inn, LLC	Cincinnati Autograph Hotel	CRA	12/2/2015	2/24/2016	061-15000-09	17-002		12			\$0	3/31/2020				0
CONTINUE	Yes	SOLI Interests LLC	527 E. 13th	CRA	1/21/2016	3/22/2016	061-15000-09	16-024		12	2017	12/31/2028	#	12/31/2016	11/9/2016	9/15/2017 \$406,000	\$367,702	91
CONTINUE	Yes	GBG Strategies, LLC Oakley FC II, LLC	12th & Main Area Office Development	CRA LEED CRA	2/18/2016 2/18/2016	3/2/2016 4/15/2016	061-15000-09 061-15000-09	16-025 16-032		12 15	2017	12/31/2028	#	3/31/2019 12/31/2017	10/5/2018 10/25/2017	5/20/2019 \$1,100,000 1/4/2018 ************************************	\$4,054,271 \$15,374,086	369 62
CONTINUE	Yes		The Boulevard at Oakley Station Phase II  1737 Flm St	LEED CRA	2/18/2016	6/2/2016	061-15000-09	16-032		12	2018	12/31/2029	#	6/30/2017	10/25/2017	2/7/2019 \$1.116.456	\$15,374,086	80
CONTINUE	Yes	Pape Brothers Molding Company, LLC FD2 1121 Walnut, LLC	1121 Walnut	CRA	3/2/2016	3/17/2016	061-15000-09	16-030	200	12	2018	12/31/2029	#	12/31/2016	3/23/2017	12/4/2017 \$522,575	\$558,241	107
CONTINUE	Yes	CinFed Federal Credit Union	CinFed Credit Union - Office Building	LEED CRA	3/2/2016	4/14/2016	061-15000-09	16-029		15	2017	12/31/2031	#	2/1/2017	3/28/2017	12/1/2017 \$4,200,000	\$4,338,672	103
CONTINUE	Yes	Shining Lotus Rentals LLC	1527 Elm	LEED CRA	3/16/2016	4/15/2016	061-15000-09	17-011		12	2017	12/31/2028	#	12/31/2016	2/1/2017	12/8/2017 \$495,207	\$532,331	107
CONTINUE	Yes	Oakley Hotel Enterprises LTD	Oakley Station - Homewood Suites Hotel	LEED CRA	3/16/2016	5/4/2016	061-15000-09	16-021		12	2018	12/31/2029	#	7/31/2017	9/10/2018	4/25/2019 \$9,000,000	\$10,151,428	113
CONTINUE	Yes	Urban Legacy VIII, LLC	118 W 15th Street CRA	CRA	3/16/2016	4/11/2016	061-15000-09	17-018	100	5	2016	12/31/2020	\$93,530	12/31/2016	6/14/2016	11/9/2017 \$207,821	\$353,349	170
CONTINUE	Yes	Sol Pendleton Arts, LLC	501 13th St.	LEED CRA	3/30/2016	4/15/2016	061-15000-09	16-031		12	2016	12/31/2027		12/31/2016	3/23/2017	10/3/2018 \$623,720	\$768,537	123
CONTINUE	Yes	Broadway Square II, LLC	Broadway Square Phase II	LEED CRA	3/30/2016	6/16/2016	061-15000-09	16-045		12	2018	12/31/2030	- "	5/31/2017	5/7/2018	6/1/2020	\$12,612,895	105
CONTINUE	Yes	Condominium Holdings, LLC	Race Street Commercial Condos	CRA	4/13/2016	4/27/2016	061-15000-09	16-046		15	2018	12/31/2032	- "	4/30/2017	4/13/2017	11/6/2018 \$901,627	\$5,215,403	578
CONTINUE	Yes	Roehr Insurance Agency	Butterbean Properties - Roehr Insurance	CRA CRA	4/13/2016 5/11/2016	5/5/2016 5/19/2016	061-15000-09 061-15000-09	16-020 16-036	100 1	12	2017	12/31/2028	- #	12/31/2016	7/21/2016 6/7/2016	12/1/2017 \$550,000 11/13/2017 \$78.000	\$589,742 \$130.580	107 167
CONTINUE	Yes	Borgman Properties, LLC  Daffin Investments Ohio, LLC	Borgman Properties CRA 28-32 W. Court St. CRA	CRA	5/11/2016	5/19/2016 7/13/2016	061-15000-09	16-036		8	2017	12/31/2024	#	12/31/2016	6/22/2017	1/4/2018 \$625,000	\$130,580 \$893,223	167
CONTINUE	Yes	Radcliffe Holdings, LLC	Q-Labs - 1950 Radcliff Drive	CRA	6/8/2016	8/15/2016	061-15000-09	17-004	200	15	2017	12/31/2024	\$0	6/30/2018	7/30/2018	10/23/2019 \$7,000,000	\$8,400,945	143
CONTINUE	Yes	Wulfeck Family Partnership, LLC	Jet Machine Expansion	CRA	6/8/2016	9/9/2016	061-15000-09	16-050		15	2019	12/31/2032	#	7/31/2018	7/2/2018	10/31/2019 \$5,000,000	\$6,085,925	122
CONTINUE	Yes	Document Destruction	MPC Management - Expansion	CRA	6/8/2016	4/28/2017	061-15000-09	18-011		8	2017	12/31/2024	#	12/31/2016	12/8/2016	4/19/2018 \$235,000	\$278,473	118
CONTINUE	Yes	The Community Builders	Avondale Town Center - Commercial	LEED CRA	6/27/2016	10/27/2017	061-15000-09	19-008	100	12			\$0	12/31/2019	10/17/2018	\$1,102,500	\$2,298,809	209
CONTINUE	Yes	New Avondale Center, LLC	Avondale Town Center - Mixed New	LEED CRA	6/27/2016	9/19/2017	061-15000-09	19-009	100 1	15	2019	12/31/2033		12/31/2019	11/27/2019	2/18/2020	\$20,000,000	78
CONTINUE	Yes	BAM Realty Group, LLC	3094 Madison LEED-CRA	LEED CRA	6/29/2016	7/8/2016	061-15000-09	16-052		15	2018	12/31/2032		12/31/2016	7/7/2017	11/1/2018 \$1,000,000	\$1,170,908	117
CONTINUE	Yes	Maslott Properties LLC	1818 & 1820 Logan Street	CRA	6/29/2016	7/26/2016	061-15000-09	16-044		8	2019	12/31/2026		9/30/2018	7/16/2018	10/31/2019 \$436,241	\$391,000	90
CONTINUE	Yes	Woods Real Estate Investments, LLC	Woods Real Estate Investments, LLC	CRA	6/29/2016	7/27/2016	061-15000-09	16-049		12	2017	12/31/2028	- "	6/30/2018	6/8/2018	10/3/2018 \$1,454,000	\$1,681,134	116
CONTINUE	Yes	Wellington APT LLC	111 Wellington Place	LEED CRA	6/29/2016	8/1/2016	061-15000-09	16-042		15	2019	12/31/2033	- #	12/31/2018	3/28/2019	9/9/2019	\$35,500,000	98
CONTINUE	Yes	Empower Media Marketing	Empower Office- 11-25 E. 14th CRA	LEED CRA	6/29/2016	8/26/2016	061-15000-09	16-054 16-048		15	2018	12/31/2032	<u> </u>	8/31/2017	11/30/2017	10/31/2018	\$10,585,167	88 92
CONTINUE	Yes Yes	The Kroger Co ARP Commercial, LLC	Culinary Training & Education Center  Abington, Race, & Pleasant - Commercial	LEED CRA	6/29/2016 6/29/2016	9/15/2016 12/5/2016	061-15000-09 061-15000-09	16-048 17-006		12	2018	12/31/2027 12/31/2029	\$0	12/31/2017 6/30/2018	3/7/2018 4/30/2018	\$2,475,000 5/20/2019 \$1,166,750	\$2,283,030 \$1,192,882	92 102
CONTINUE	Yes	Grandin Properties	1600 Central Parkway	CRA	8/3/2016	8/26/2019	061-15000-09	17-006	100	8	2018	12/31/2029	#	12/31/2016	8/12/2016	1/9/2020 \$278,598	\$1,192,882	102
CONTINUE	Yes	Grandin Properties  Grandin Company LTD	Strietmann Building Office Renovation	LEED CRA	9/14/2016	10/4/2016	061-15000-09	16-053		12	2017	12/31/2029	#	12/31/2010	12/21/2017	3/5/2019	\$8.514.852	61
CONTINUE	Yes	Abington Race and Pleasant LLC	Abington, Race, & Pleasant Apts.	CRA	10/12/2016	11/14/2016	061-15000-09	17-001		12	2019	12/31/2029	#	3/31/2018	4/30/2018	5/20/2019 \$8,735,428	\$8,735,432	100
CONTINUE	Yes	BAM Realty Group, LLC	8 East 4th Street	CRA	12/7/2016	12/13/2016	061-15000-09	18-000		8	2018	12/31/2025	# #	6/1/2017	1/24/2018	11/6/2018 \$2,000,000	\$1,945,250	97
CONTINUE	Yes	15th and Vine, LLC	15th and Vine	CRA	12/7/2016	12/13/2016	061-15000-09	20-013		12	2018	12/31/2029	#	3/31/2019	3/29/2019	9/30/2019 """"""	\$14,710,110	99
CONTINUE	Yes	OTR Holdings, Inc.	131 W 15th Street	CRA	12/7/2016	12/22/2016	061-15000-09	17-007		12	2019	12/31/2030	\$51,720	6/30/2018	12/6/2017	10/29/2019 \$167,400	\$118,829	71
CONTINUE	Yes	K-S Realty Holdings LLC	West Side Brewing Commercial CRA	CRA	12/7/2016	1/27/2017	061-15000-09	17-017		12	2018	12/31/2029	#	3/31/2017	9/13/2017	11/7/2018 \$588,304	\$719,942	122
CONTINUE	Yes	OTR Holdings, Inc.	1233 Walnut	CRA	12/21/2016	2/1/2017	061-15000-09	19-058		12	2018	12/31/2029	\$91,950	12/31/2017	7/2/2019	3/19/2020 \$725,000	\$1,109,347	153
CONTINUE	Yes	Post Office Place LLC	Post Office Place LLC - CRA	CRA	1/5/2017	1/27/2017	061-15000-09	19-005	100	8	2017	12/31/2024		3/31/2017	2/21/2018	4/11/2019 \$100,000	\$150,000	150
CONTINUE	Yes	Shihasi West 7	106 W. 7th Street	LEED CRA	1/11/2017	4/19/2018	061-15000-09	18-022		12	2018	42/24/222	\$0	11/30/2021	43/3/ /22-	\$6,000,000	64 7	0
CONTINUE		1207 Elm, LLC	1207 Elm Metro West Commerce Park	LEED CRA CRA	2/15/2017 3/15/2017	4/5/2017 4/11/2017	061-15000-09 061-15000-09	17-015 19-013		12 15	2018	12/31/2029 12/31/2032	#	12/31/2017	12/21/2017 3/20/2019	11/6/2018 \$1,200,000 5/20/2019 ************************************	\$1,727,644 \$10,601,361	144
CONTINUE	Yes	Nehemiah Manufacturing Company, LLC	Ivieu o West Commerce Park	LRA	3/15/201/	4/11/201/	001-12000-09	19-013	90   3	13	2018	12/31/2032	-	10/30/2020	3/20/2019	2/20/2019	\$10,601,361	90

157

CONTINUE																		
CONTINUE	Yes	On the Rhine LLC	Urban Stead Cheese CRA	LEED CRA	4/12/2017	4/26/2017	061-15000-09	17-012			2018	12/31/2029	*	4/1/2018	1/3/2018	8/28/2018 \$493,000	\$1,119,277	227
CONTINUE	Yes	1925 Vine, LLC	1925 Vine Street	LEED CRA	4/26/2017	5/25/2017	061-15000-09	17-014	100	12			\$0	3/31/2018	3/28/2019	\$1,500,000	\$2,286,656	152
CONTINUE	Yes	The Fortus Group	W Liberty & Elm	CRA	5/10/2017	3/12/2018	061-15000-09	18-025	100	15			\$0	12/31/2020		*******		0
CONTINUE	Yes	The Fortus Group	W Liberty & Elm	CRA	5/10/2017	3/12/2018	061-15000-09	18-026	100	12			\$0	12/31/2020		\$3,300,000		0
CONTINUE	Yes	Midnight Oil Company	1536, 1538, 1540 Race	CRA	5/17/2017	6/7/2018	061-15000-09	19-020			2019	12/31/2030	#	11/30/2018	3/14/2019	10/29/2019 \$800.000	\$660,250	83
CONTINUE	Yes	205WM, LLC	205 W. McMicken	CRA	5/24/2017	6/19/2017	061-15000-09	18-006			2019	12/31/2036	\$80.320	12/31/2017	3/1/2019	6/17/2019 \$456,372	\$725,909	159
										-		, . ,	\$80,320	7 - 7 -				
CONTINUE	Yes	Jobs Cafe, LLC	Market Square II	LEED CRA	5/24/2017	7/7/2017	061-15000-09	18-001			2019	12/31/2030	#	10/1/2019	2/12/2019	1/14/2020	\$15,174,174	98
CONTINUE	Yes	Deeper Roots Holdings	Deeper Roots CRA	CRA	6/7/2017	6/23/2017	061-15000-09	17-019			2018	12/31/2029		12/29/2017	11/22/2017	11/6/2018 \$400,000	\$406,800	102
CONTINUE	Yes	TLAAT 7 LLC	Active Day Senior Care - CRA	CRA	6/7/2017	7/11/2017	061-15000-09	17-016	100	12	2018	12/31/2029	- "	12/31/2017	12/6/2017	11/5/2018 \$850,000	\$862,602	101
CONTINUE	Yes	Broadway Building Investors	824 Broadway	CRA	6/7/2017	7/11/2017	061-15000-09	19-034	100	12	2019	12/31/2030		12/31/2018	4/8/2019	8/19/2019 \$8,650,000	\$9,329,347	108
CONTINUE	Yes	Paramount Redevelopment LLC	Gateway at McMillan	CRA	6/7/2017	10/24/2017	061-15000-09	20-004	100	12			\$0	12/31/2019	1/31/2020	\$1,143,775	\$1,569,000	137
CONTINUE	Yes	Bond Hill Roselawn Senior Housing LP	Roselawn Senior Apartments	LEED CRA	6/7/2017	12/22/2017	061-15000-09	19-007	100	15	2019	12/31/2033	"	12/1/2018	8/6/2019	1/9/2020 \$8,050,000	\$8,611,751	107
CONTINUE	Yes	1415 Republic LLC	1415 Republic	CRA	6/21/2017	7/21/2017	061-15000-09	18-002			2019	12/31/2030	\$81,340	11/30/2017	11/9/2017	5/29/2019 \$519,000	\$364,000	70
CONTINUE	Yes	1526 Blair, LLC	1526 Blair Ave	CRA	6/28/2017	7/11/2017	061-15000-09	18-005			2019	12/31/2030	#	7/1/2018	5/16/2018	9/13/2019 \$450.000	\$470,110	104
CONTINUE	Yes	Burke Inc.	Burke, Inc 500 W 7th Street	CRA	6/28/2017	9/7/2017	061-15000-09	18-014			2019	12/31/2033	#	12/31/2019	10/30/2019	1/31/2020 \$5,500,000	\$6,176,917	112
CONTINUE				LEED CRA				18-014					#					
	Yes	Stratford Court II, LLC	Stratford Apartments II		6/28/2017	9/18/2017	061-15000-09				2019	12/31/2033		12/31/2019	11/18/2019		\$4,430,000	100
CONTINUE	Yes	Court & Walnut, LLC	Court & Walnut	CRA	6/28/2017	8/23/2017	061-15000-09	18-016		15			\$0	12/31/2019	12/31/2019	\$5,000,000	\$20,584,522	412
CONTINUE	Yes	RBI Techsolve Property LLC	RBI Techsolve / RBI Solar - CRA	CRA	6/28/2017	11/20/2018	061-15000-09	19-012	100	12	2018	12/31/2029		12/31/2017	12/13/2018	8/23/2019 \$2,155,141	\$3,023,000	140
CONTINUE	Yes	The Community Builders	Avondale Town Center - LIHTC Project	LEED CRA	8/9/2017	10/27/2017	061-15000-09	19-010	100	15			\$0	12/31/2019	8/6/2019	***************************************	\$8,004,528	67
CONTINUE	Yes	OH-UC Holdings I, LLC	Straight Street Collegiate Apartments	LEED CRA	9/13/2017	10/11/2017	061-15000-09	18-017	100	15			\$0	12/31/2020				#Error!
CONTINUE	Yes	Maplewood & Kinsey, LLC	2415 Maplewood	LEED CRA	9/19/2017	12/20/2017	061-15000-09	18-007	100	12			\$0	7/31/2020		\$1,000,000		0
CONTINUE	Yes	Morgan Apartments LLC	Morgan Apartments	CRA	10/11/2017	10/20/2017	061-15000-09	18-030	100	12	2019	12/31/2030	\$87.560	12/31/2019	6/21/2019	10/25/2019 \$7,923,082	\$6,708,400	85
CONTINUE	Yes	Uptown 5, LLC	341 & 343 Calhoun	CRA	10/11/2017	6/11/2018	061-15000-09	19-056		10		,,	\$0	9/30/2020	0,,	\$2,900,000	40).00).00	0
CONTINUE	Yes	Paramount Square, LLC	Paramount Square	LEED CRA	11/5/2017	11/28/2017	061-15000-09	15 050		15			70	5/31/2019		\$5,085,735		0
CONTINUE	Yes	TLAAT9, LLC		CRA	12/6/2017	1/5/2018	061-15000-09	18-015			2019	12/31/2030		6/30/2018	2/5/2018	7/8/2019 \$514,000	\$511,972	100
CONTINUE			Neyer Management								2019		4-"		2/5/2018	7/8/2019 \$514,000	\$511,972	100
	Yes	Adams Edge Properties, LLC	Adams Edge	LEED CRA	12/6/2017	1/18/2018	061-15000-09	18-013		12		12/31/2032	\$0	8/31/2020				
CONTINUE	Yes	GSRC Power, LLC	Power Building CRA	CRA - HIST	12/20/2017	12/20/2017					2019	12/31/2023		12/31/2021	12/31/2002	1/9/2015 \$1,440,000	\$306,996	21
CONTINUE	Yes	Urban Legacy VIII, LLC	1401 Walnut - CRA	CRA	2/7/2018	5/3/2018	061-15000-09	19-015			2019	12/31/2030	\$43,120	6/30/2018	1/10/2019	9/4/2019 \$366,654	\$321,008	88
CONTINUE	Yes	River City Glass, Inc.	McAndrews Glass	CRA	2/22/2018	3/12/2018	061-15000-09	18-020			2019	12/31/2030		5/31/2018	7/15/2018	8/23/2019 \$200,000	\$202,605	101
CONTINUE	Yes	US Bank	U.S. Bank - CRA/JCTC	CRA	5/16/2018	7/25/2018	061-15000-09	19-006	100	10			\$0	6/30/2020		*******		0
CONTINUE	Yes	HG Pearl Provident, LLC	632 Vine Street / Provident Building	LEED CRA	5/16/2018	12/26/2018	061-15000-09	19-042	100	15			\$0	8/31/2020		********		0
CONTINUE	Yes	Oakley Child Care III, LLC	Oakley Child Care III, LLC	CRA	6/13/2018	7/9/2018	061-15000-09	18-029	100		2019	12/31/2027	- "	4/1/2019	6/20/2019	9/13/2019 \$2,450,000	\$2,105,378	86
CONTINUE	Yes	Santana Properties, LLC	611 Main - Mazunte 2	CRA	6/13/2018	8/2/2018	061-15000-09	18-031		12		-,,	\$0	5/15/2019	7/24/2019	\$200,000	\$449.115	225
CONTINUE	Yes	Findlaomi, LLC	1706 Central Parkway	CRA	6/27/2018	8/15/2018	061-15000-09	19-000		10			\$0	6/30/2020	.,,	\$275,000	\$115,000	42
CONTINUE				CRA	8/1/2018	9/5/2018	061-15000-09	18-034		12			\$0	12/31/2019	11/25/2019	\$2,307,897	\$1,749,019	76
	Yes	Carrie's Place, LLC	Carrie's Place - Phase II										\$U		11/25/2019			
CONTINUE	Yes	4th and Race Redevelopment, LLC	4th and Race Redevelopment	LEED CRA	9/12/2018	10/19/2018	061-15000-09	19-033		15				3/31/2022		\$5,165,108	\$4,520,355	88
CONTINUE	Yes	Ingalls Hotel, LLC	Ingalls Building	LEED CRA	9/19/2018	11/2/2018	061-15000-09	19-051		15			\$0	10/31/2020				0
CONTINUE	Yes	E Barg LLC	1738-40 Queen City CRA	CRA	9/19/2018	11/8/2018	061-15000-09	19-004		12			\$0	12/1/2020		\$198,294		0
CONTINUE	Yes	Black Forest Holdings IV Ltd.	Sims-Lohman Expansion	CRA	10/3/2018	6/17/2019	061-15000-09	19-061			2019	12/31/2033	#	10/31/2019	12/4/2019	3/19/2020 \$2,275,000	\$2,505,704	110
CONTINUE	Yes	Kenkel Family Investment I, LLC	Tri-State Wholesale CRA	CRA	10/3/2018	5/10/2019	061-15000-09	19-019	100	12				9/30/2020		\$6,181,520		0
CONTINUE	Yes	OTR Market Properties, LLC	1635 Race	CRA	10/10/2018	11/9/2018	061-15000-09	19-002	95	9			\$0	8/23/2020		\$511,000		0
CONTINUE	Yes	Paramount Redevelopment LLC	731 E McMillan Renovation	CRA	10/10/2018	2/28/2019	061-15000-09	20-005	100	12				3/31/2020		\$250,000		0
CONTINUE	Yes	University Townhomes, LLC	3561 Eden Avenue	CRA	10/24/2018	11/16/2018	061-15000-09	19-003	100	12			\$0	12/31/2020				#Error!
CONTINUE	Yes	Court Street Condos, LLC	Court Street Commons	LEED CRA	10/31/2018	11/30/2018	061-15000-09	19-040		15			70	10/15/2020				#Error!
CONTINUE	Yes	Vision Cincinnati, LLC	37 W. 7th Street - LEED CRA	LEED CRA	12/5/2018	2/28/2019	061-15000-09	19-060		15				5/31/2021		*******		0
									200		_					***************************************		
CONTINUE	Yes	Cincy Downtown Lodging Associates, LLC	299 E. Sixth Street	LEED CRA	12/5/2018	2/26/2019	061-15000-09	19-036		15				6/30/2020				0
CONTINUE	Yes	57 East, LLC	57 East	l CRA	12/19/2018	1/18/2019	061-15000-09	19-011	100	12				6/30/2020	1/10/2020	\$878.100		0 1
CONTINUE														.,,				
	Yes	EWH 2806 LLC	EWH 2806 LLC	CRA	12/19/2018	1/30/2019	061-15000-09	19-030	100	15			\$0	3/31/2020	10/15/2019	\$3,671,239	\$2,755,723	75
CONTINUE	Yes Yes			CRA LEED CRA					100	15 15			\$0 \$0	.,,	10/15/2019		\$2,755,723	
		EWH 2806 LLC	EWH 2806 LLC		12/19/2018	1/30/2019	061-15000-09	19-030	100					3/31/2020	10/15/2019		\$2,755,723	75
CONTINUE	Yes Yes	EWH 2806 LLC UAS LLC 1540 Elm LLC	EWH 2806 LLC Eden University 1540 Elm CRA	LEED CRA	12/19/2018 12/19/2018 2/6/2019	1/30/2019 2/26/2019 2/20/2019	061-15000-09 061-15000-09 061-15000-09	19-030 19-027 19-016	100 100 100	15 8		12/31/2030	\$0	3/31/2020 9/1/2021 9/30/2019		\$3,671,239 \$705,000	\$2,755,723	75 #Error!
CONTINUE CONTINUE	Yes Yes Yes	EWH 2806 LLC UAS LLC 1540 Elm LLC 423 East 13th Street, LLC	EWH 2806 LLC Eden University 1540 Elm CRA 423 E. 13th Street	LEED CRA CRA CRA	12/19/2018 12/19/2018 2/6/2019 4/3/2019	1/30/2019 2/26/2019 2/20/2019 4/25/2019	061-15000-09 061-15000-09 061-15000-09 061-15000-09	19-030 19-027 19-016 19-022	100 100 100 100	15 8 10		12/31/2030	\$0	3/31/2020 9/1/2021 9/30/2019 3/31/2021		\$3,671,239 \$705,000 \$1,090,000	\$2,755,723	75 #Error! 0
CONTINUE CONTINUE CONTINUE CONTINUE	Yes Yes Yes	EWH 2806 LLC  UAS LLC  1540 EIM LLC  423 East 13th Street, LLC  Queen City Flatts, LLC	EWH 2806 LLC Eden University 1540 Elm CRA 423 E. 13th Street Hubbard Radio Relocation	LEED CRA CRA CRA CRA	12/19/2018 12/19/2018 2/6/2019 4/3/2019 4/17/2019	1/30/2019 2/26/2019 2/20/2019 4/25/2019 8/8/2019	061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09	19-030 19-027 19-016 19-022 19-048	100 100 100 100 100	15 8 10 12		12/31/2030	\$0	3/31/2020 9/1/2021 9/30/2019 3/31/2021 5/31/2021	11/6/2019	\$3,671,239 \$705,000 \$1,090,000 \$6,208,000	\$2,755,723	75 #Error! 0 0
CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE	Yes Yes Yes Yes	EWH 2806 LLC UAS LLC 1540 EIm LLC 423 East 13th Street, LLC Queen City Flatts, LLC 438 Camberwell, LLC	EWH 2806 LLC Eden University 1540 Elim CRA 42 3E . 13th Street Hubbard Radio Relocation Apollo Home Relocation	LEED CRA CRA CRA CRA CRA CRA	12/19/2018 12/19/2018 2/6/2019 4/3/2019 4/17/2019 4/17/2019	1/30/2019 2/26/2019 2/20/2019 4/25/2019 8/8/2019 6/4/2019	061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09	19-030 19-027 19-016 19-022 19-048 20-008	100	15 8 10 12 12		12/31/2030	\$0	3/31/2020 9/1/2021 9/30/2019 3/31/2021 5/31/2021 3/1/2020		\$3,671,239 \$705,000 \$1,090,000	\$2,755,723	75 #Error! 0 0 0
CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE	Yes Yes Yes Yes Yes Yes Yes Yes	EWH 2806 LLC UAS LLC 1540 EIm LLC 423 East 13th Street, LLC Queen (if y Flatts, LLC 4338 Camberwell, LLC Findlay Center, LLC	EWH 2806 LLC Eden University 1540 Elm CRA 423 E. 13th Street Hubbard Radio Relocation Apollo Home Relocation Findlay Center	LEED CRA CRA CRA CRA CRA LEED CRA	12/19/2018 12/19/2018 2/6/2019 4/3/2019 4/17/2019 4/17/2019 5/8/2019	1/30/2019 2/26/2019 2/20/2019 4/25/2019 8/8/2019 6/4/2019 10/17/2019	061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09	19-030 19-027 19-016 19-022 19-048 20-008 20-003	100 :: 10	15 8 10 12 12 12		12/31/2030	\$0	3/31/2020 9/1/2021 9/30/2019 3/31/2021 5/31/2021 3/1/2020 12/31/2020	11/6/2019	\$3,671,239 \$705,000 \$1,090,000 \$6,208,000 \$1,700,000	\$2,755,723	75 #Error! 0 0 0 0 0 0
CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE	Yes	EWH 2806 LLC UAS LLC 1540 EIM LLC 423 East 13th Street, LLC Queen City Flatts, LLC 4538 Camberwell, LLC Findlay Center, LLC 1738 Elm St, LLC	EWH 2806 LLC Eden University 1540 Elm CRA 423 E. 13th Street Hubbard Radio Relocation Apollo Home Relocation Findlay Center 1733 Elm Street	LEED CRA CRA CRA CRA CRA LEED CRA CRA CRA	12/19/2018 12/19/2018 2/6/2019 4/3/2019 4/17/2019 4/17/2019 5/8/2019 6/12/2019	1/30/2019 2/26/2019 2/20/2019 4/25/2019 8/8/2019 6/4/2019 10/17/2019 7/12/2019	061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09	19-030 19-027 19-016 19-022 19-048 20-008 20-003 19-035	100 100 100 100 100 100 100 100 100	15 8 10 12 12 12 15 12		12/31/2030	\$0	3/31/2020 9/1/2021 9/30/2019 3/31/2021 5/31/2021 3/1/2020 12/31/2020 2/28/2021	11/6/2019 4/15/2020	\$3,671,239 \$705,000 \$1,090,000 \$6,208,000 \$1,700,000 ********************************		75 #Error! 0 0 0 0 0 0 0 0
CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE	Yes	EWH 2806 LLC UAS LLC 1540 EIm LLC 423 East 13th Street, LLC Queen Ciry Flatts, LLC 438 Camberwell, LLC Findlay Center, LLC 1733 EIm St, LLC 078 Housing Group, LLC	EWH 2806 LLC Eden University 1540 EIm CRA 423 E. 13th Street Hubbard Radio Relocation Apollo Home Relocation Findlay Center 1733 EIm Street 1513 Republic Street - Non-LEED CRA	LEED CRA CRA CRA CRA CRA CRA CRA CRA LEED CRA CRA CRA	12/19/2018 12/19/2018 2/6/2019 4/3/2019 4/17/2019 4/17/2019 5/8/2019 6/12/2019 6/12/2019	1/30/2019 2/26/2019 2/20/2019 4/25/2019 8/8/2019 6/4/2019 10/17/2019 7/12/2019 8/20/2019	061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09	19-030 19-027 19-016 19-022 19-048 20-008 20-003 19-035 19-050	100 100 100 100 100 100 100 100	15 8 10 12 12 15 12 15 15 15 15 15 15 15 15 15 15 15 15 15		12/31/2030	\$0	3/31/2020 9/1/2021 9/30/2019 3/31/2021 5/31/2021 3/1/2020 12/31/2020 2/28/2021 1/30/2020	11/6/2019	\$3,671,239 \$705,000 \$1,090,000 \$6,208,000 \$1,700,000 ********************************	\$2,755,723	75 #Error! 0 0 0 0 0 0 0 99
CONTINUE	Yes	EWH 2806 LC UAS LLC 1540 EIM LC 423 East 13th Street, LLC Queen City Flats, LLC 4338 Camberwell, LLC Findlay Center, LLC 1733 EIM St, LLC 1733 EIM St, LLC URK Unlimited Links Unlimited	EWH 2806 LC Eden University 1540 Elim CRA 423 E. 13th Street Hubbard Radio Relocation Apollo Home Relocation Findlay Center 1733 Elm Street 1513 Republic Street - Non-LEED CRA Links Unlimited Relof/Expansion	LEED CRA	12/19/2018 12/19/2018 2/6/2019 4/3/2019 4/17/2019 4/17/2019 5/8/2019 6/12/2019 6/12/2019 6/12/2019	1/30/2019 2/26/2019 2/20/2019 4/25/2019 8/8/2019 6/4/2019 10/17/2019 7/12/2019 8/20/2019 8/10/2019	061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09	19-030 19-027 19-016 19-022 19-048 20-008 20-003 19-035	100 100 100 100 100 100 100 100	15 8 10 12 12 15 12 15 12		12/31/2030	\$0	3/31/2020 9/1/2021 9/30/2019 3/31/2021 5/31/2021 3/1/2020 12/31/2020 2/28/2021 1/30/2020 12/31/2020	11/6/2019 4/15/2020	\$3,671,239 \$705,000 \$1,090,000 \$6,208,000 \$1,700,000 \$1,700,000 \$1,700,000 \$1,100,000 \$1,100,000 \$1,100,000 \$1,100,000 \$1,116,406 \$6,595,000		75 #Error! 0 0 0 0 0 0 0 999
CONTINUE	Yes	EWH 2806 LLC UAS LLC 1540 EIM LLC 423 East 13th Street, LLC Queen City Flatts, LLC 433 & Camberwell, LLC Findlay Center, LLC 1733 EIm St, LLC OTR Housing Group, LLC Links Utilimited Pendieton Development I, LLC	EWH 2806 LLC Eden University 1540 Elm CRA 423 E. 13th Street Hubbard Radio Relocation Apollo Home Relocation Findlay Center 1733 Elm Street 1513 Republic Street - Non-LEED CRA Links Unlimited Relo/Expansion 526 E 12th CRA	LEED CRA	12/19/2018 12/19/2018 2/6/2019 4/3/2019 4/17/2019 4/17/2019 5/8/2019 6/12/2019 6/12/2019 6/12/2019 6/19/2019	1/30/2019 2/26/2019 2/20/2019 4/25/2019 8/8/2019 6/4/2019 10/17/2019 7/12/2019 8/20/2019 8/10/2019 8/27/2019	061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09	19-030 19-027 19-016 19-022 19-048 20-008 20-003 19-035 19-050 19-041	100 100 100 100 100 100 100 100 100 100	15 8 10 12 12 15 15 12 15 12 15 15 15 15 15 15 15 15 15 15 15 15 15		12/31/2030	\$0	3/31/2020 9/1/2021 9/30/2019 3/31/2021 5/31/2020 12/31/2020 2/28/2021 13/30/2020 12/31/2020 3/31/2020	11/6/2019 4/15/2020	\$3,671,239 \$705,000 \$1,090,000 \$6,208,000 \$1,700,000 \$1,1700,000 \$1,087,250 \$1,116,405 \$6,595,000 \$1,492,614		75 #Error! 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CONTINUE	Yes	EWH 2806 LC UAS LLC 1540 EIM LC 423 East 13th Street, LLC Queen City Flats, LLC 4338 Camberwell, LLC Findlay Center, LLC 1733 EIM St, LLC 1733 EIM St, LLC URK Unlimited Links Unlimited	EWH 2806 LIC Eden University 1540 Elim CRA 423 E. 138th Street Hubbard Radio Relocation Apollo Home Relocation Findlay Center 1733 Elm Street 1733 Elm Street Links Unilmited Relo/Expansion 526 E 12th CRA Lincination Cardens Site Redevelopment	LEED CRA	12/19/2018 12/19/2018 12/19/2019 4/3/2019 4/17/2019 4/17/2019 4/17/2019 6/12/2019 6/12/2019 6/12/2019 6/19/2019 6/2019 6/2019	1/30/2019 2/26/2019 2/20/2019 4/25/2019 8/8/2019 6/4/2019 10/17/2019 7/12/2019 8/20/2019 8/10/2019 8/27/2019 8/19/2019	061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09	19-030 19-027 19-016 19-022 19-048 20-008 20-003 19-035 19-050 19-041	100 100 100 100 100 100 100 100 100 100	15 8 10 12 12 15 15 12 15 12 15 12 15		12/31/2030	\$0	3/31/2020 9/1/2021 9/30/2019 3/31/2021 3/1/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 3/31/2020 3/31/2020 3/31/2020	11/6/2019 4/15/2020	\$3,671,239 \$705,000 \$1,090,000 \$6,208,000 \$1,700,000 ********************************		75 #Error! 0 0 0 0 0 0 0 999
CONTINUE	Yes	EWH 2806 LLC UAS LLC 1540 EIM LLC 423 East 13th Street, LLC Queen City Flats, LLC 4538 Camberwell, LLC Findlay Center, LLC 1733 EIm St, LLC OTR Housing Group, LLC Links Lulimited Pendleton Development I, LLC Seymour industrial 1, LLC Sette, L	EWH 2806 LLC Eden University 1540 Elm CRA 423 E. 13th Street Hubbard Radio Relocation Apollo Home Relocation Findlay Center 1733 Elm Street 1513 Republic Street - Non-LEED CRA Links Unlimited Relo/Expansion 526 E 12th CRA	LEED CRA	12/19/2018 12/19/2018 2/6/2019 4/3/2019 4/17/2019 4/17/2019 5/8/2019 6/12/2019 6/12/2019 6/12/2019 6/19/2019	1/30/2019 2/26/2019 2/20/2019 4/25/2019 8/8/2019 6/4/2019 10/17/2019 7/12/2019 8/20/2019 8/10/2019 8/27/2019	061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09	19-030 19-027 19-016 19-022 19-048 20-008 20-003 19-035 19-050 19-041	100 100 100 100 100 100 100 100 100 100	15 8 10 12 12 15 15 12 15 12 15 15 15 15 15 15 15 15 15 15 15 15 15		12/31/2030	\$0	3/31/2020 9/1/2021 9/30/2019 3/31/2021 5/31/2020 12/31/2020 2/28/2021 13/30/2020 12/31/2020 3/31/2020	11/6/2019 4/15/2020	\$3,671,239 \$705,000 \$1,090,000 \$6,208,000 \$1,700,000 \$1,1700,000 \$1,087,250 \$1,116,405 \$6,595,000 \$1,492,614		75 #Error! 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CONTINUE	Yes	EWH 2806 LC UAS LLC UA	EWH 2806 LIC Eden University 1540 Elim CRA 423 E. 138th Street Hubbard Radio Relocation Apollo Home Relocation Findlay Center 1733 Elm Street 1733 Elm Street Links Unilmited Relo/Expansion 526 E 12th CRA Lincination Cardens Site Redevelopment	LEED CRA	12/19/2018 12/19/2018 12/19/2019 4/3/2019 4/17/2019 4/17/2019 4/17/2019 6/12/2019 6/12/2019 6/12/2019 6/19/2019 6/2019 6/2019	1/30/2019 2/26/2019 2/20/2019 4/25/2019 8/8/2019 6/4/2019 10/17/2019 7/12/2019 8/20/2019 8/10/2019 8/27/2019 8/19/2019	061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09	19-030 19-027 19-016 19-022 19-048 20-008 20-003 19-035 19-050 19-041	100	15 8 10 12 12 15 15 12 15 12 15 12 15		12/31/2030	\$0	3/31/2020 9/1/2021 9/30/2019 3/31/2021 3/1/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 3/31/2020 3/31/2020 3/31/2020	11/6/2019 4/15/2020	\$3,671,239 \$705,000 \$1,090,000 \$6,208,000 \$1,700,000 ********************************		75 #Error! 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CONTINUE	Yes	EWH 2806 LLC UAS LLC 1540 EIM LLC 423 East 13th Street, LLC Queen City Flats, LLC 4538 Camberwell, LLC Findlay Center, LLC 1733 EIm St, LLC OTR Housing Group, LLC Links Lulimited Pendleton Development I, LLC Seymour industrial 1, LLC Sette, L	EWH 2806 LIC Eden University 1340 Elim CRA 423 E. 138th Street Hubbard Radio Relocation Apollo Home Relocation Findlay Center 1733 Elm Street 1733 Selm Street 1734 Vine CRA	LEED CRA	12/19/2018 12/19/2018 2/6/2019 4/3/2019 4/17/2019 4/17/2019 5/8/2019 6/12/2019 6/12/2019 6/12/2019 6/26/2019 6/26/2019 8/7/2019	1/30/2019 2/26/2019 2/20/2019 4/25/2019 4/25/2019 8/8/2019 6/4/2019 10/17/2019 7/12/2019 8/20/2019 8/20/2019 8/27/2019 8/19/2019 8/15/2019	061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09	19-030 19-027 19-016 19-022 19-048 20-003 19-035 19-050 19-041	100	15 8 10 12 12 15 12 15 12 15 12 15 12 15 12 15 12	2012	12/31/2030	\$0	3/31/2020 9/1/2021 9/30/2019 3/31/2021 5/31/2021 3/1/2020 12/31/2020 2/28/2021 1/30/2020 3/31/2020 3/31/2020 3/31/2020 11/30/2020 11/30/2020	11/6/2019 4/15/2020	\$3,671,239 \$705,000 \$1,090,000 \$6,208,000 \$1,700,000 ********************************		75 #Error! 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CONTINUE	Yes	EWH 2806 LC UAS LLC UAS LLC 1540 EIm LLC 423 East 13th Street, LLC Queen City Flats, LLC 433 Earnberwell, LLC Findlay Center, LLC 1733 Elm St, LLC 0718 Housing Group, LLC Links Unlimited Pendleton Development I, LLC Settz, LLC 887 Development Company, LLC keidel Supply Company Inc.	EWH 2806 LLC Eden University 1540 Elm CRA 423 E. 13th Street Hubbard Radio Relocation Appilo Home Relocation Findlay Center 1733 Elm Street 1513 Republic Street - Non-LEED CRA Links Unlimited Relo/Expansion 526 E 12th CRA Cincinnat Gardens Site Redevelopment 303 Seitz St 1734 Vine CRA	LEED CRA	12/19/2018 12/19/2018 12/19/2018 4/3/2019 4/3/2019 4/17/2019 4/17/2019 6/12/2019 6/12/2019 6/12/2019 6/19/2019 6/26/2019 8/7/2019 10/16/2019 11/14/2019	1/30/2019 2/E6/2019 2/E6/2019 4/25/2019 4/25/2019 4/25/2019 4/8/2019 10/17/2019 10/17/2019 10/17/2019 8/10/2019 8/10/2019 8/10/2019 8/10/2019 8/15/2019 10/31/2019 10/31/2019 10/31/2019	061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09	19-030 19-027 19-016 19-022 19-048 20-003 20-003 19-035 19-041 19-053 19-044 20-007 19-044	100 100 100 100 100 100 100 100 100 100	15 8 10 12 12 15 12 15 12 15 12 15 12 15 12 12 15 12 12 15 12 12 12 12 12 12 12 12 12 12 12 12 12	2012		\$0	3/31/2020 9/1/2021 9/30/2019 3/31/2021 3/1/2020 12/31/2020 2/28/2021 1/30/2020 12/31/2020 3/31/2020 3/31/2020 11/30/2020 11/30/2020 12/31/2020 6/30/2011	11/6/2019 4/15/2020 5/6/2020	\$3,671,239 \$705,000 \$1,090,000 \$6,208,000 \$1,700,000 ********************************	\$1,100,082	75 #Error! 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CONTINUE	Yes	ICMY 2806 LLC UAS LLC UAS LLC UAS LLC UAS LLC UAS LLC UAS LLC Queen City Flatts, LLC Queen City Flatts, LLC 4338 Camberwell, LLC Findlay Center, LLC UAS LLC U	EWH 2806 LIC Eden University 1540 Elm CRA 423 E. 13th Street Hubbard Radio Relocation Apollo Home Relocation Findlay Center 1733 Elm Street 1733 Elm Street Links Unlimited Relo/Expansion 526 E 12th CRA Cincinnati Gardens Site Redevelopment 303 Setz St 1734 Vine CRA Keidel Supply Company, Inc. Relocation Keidel Supply Company, Inc. Relocation	LEED CRA	12/19/2018 12/19/2018 12/19/2018 12/19/2019 4/3/2019 4/3/2019 4/17/2019 5/8/2019 6/12/2019 6/12/2019 6/12/2019 6/12/2019 6/12/2019 6/12/2019 10/16/2019 11/14/2019 11/14/2019	1/30/2019 2/26/2019 2/26/2019 2/26/2019 4/25/2019 4/25/2019 4/25/2019 6/4/2019 10/11/2019 8/20/2019	061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09	19-030 19-027 19-016 19-022 19-048 20-008 20-003 19-035 19-050 19-041 19-053 19-054 20-007	100 100 100 100 100 100 100 100 100 100	15 8 10 12 12 15 12 15 12 15 12 15 12 15 12 15 12 15 12 15 12 15 12 12 12 12 12 12 12 12 12 12 12 12	2012		\$0	3/31/2020 9/1/2021 9/10/2019 3/31/2021 5/31/2021 5/31/2020 12/31/2020 12/31/2020 12/31/2020 3/31/2020 11/30/2020 11/30/2020 11/30/2020 12/31/2020 6/30/2011 8/31/2020	11/6/2019 4/15/2020 5/6/2020	\$3,671,239 \$705,000 \$1,090,000 \$6,208,000 \$1,700,000 \$1,700,000 \$1,100,000 \$1,100,000 \$1,116,400 \$6,595,000 \$1,116,400 \$1,492,614 \$5,000,000 \$477,150 \$1,034,000 \$1,0	\$1,100,082	75 #Errorl 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CONTINUE	Yes	ICMY 2806 LC UAS LLC UAS LLC 1430 EIM LC 423 East 13th Street, LLC Queen City Flatts, LLC 4338 Camberwell, LLC Findlay Center, LLC 1733 Elm St, LLC 07R Housing Group, LLC Links Unlimited Pendleton Development I, LLC Settz, LLC Settz, LLC KEdel Supply Company Inc. Kedel Supply Company Inc. Kedel Supply Company Inc.	EWH 2806 LLC Eden University 1540 Elm CRA 423 E. 13th Street Hubbard Radio Relocation Appllo Home Relocation Findlay Center 1733 Elm Street 1733 Elm Street 1513 Republic Street - Non-LEED CRA Links Unlimited Relof/Expansion 526 E 12th CRA Cincinnati Gardens Site Redevelopment 303 Seitz St 1714 Vine CRA Keidel Supply Company, Inc. Relocation Keidel Supply Company, Inc. Relocation S09 E12 ST CRA	LEED CRA	12/19/2018 12/19/2018 12/19/2018 12/19/2019 4/3/2019 4/3/2019 4/3/2019 6/12/2019 6/12/2019 6/12/2019 6/12/2019 8/7/2019 10/16/2019 11/14/2019 11/14/2019 11/14/2019	1/30/2019 2/26/2019 2/26/2019 2/26/2019 2/26/2019 4/25/2019 4/25/2019 4/25/2019 4/26/2019 5/26/2019	061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09	19-030 19-027 19-016 19-022 19-048 20-003 20-003 19-035 19-041 19-053 19-044 20-007 19-044	100 100 100 100 100 100 100 100 100 100	15 8 10 12 12 15 15 12 15 12 12 15 12 12 12 12 12 12 12 12 12 12 12 12 12	2012		\$0	3/31/2020 9/1/2021 9/30/2019 3/31/2021 5/31/2021 5/31/2020 12/31/2020 12/31/2020 3/31/2020 3/31/2020 11/30/2020 11/30/2020 12/31/2020 11/30/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020	11/6/2019 4/15/2020 5/6/2020	\$3,671,239 \$705,000 \$1,090,000 \$6,208,000 \$1,700,000 ********************************	\$1,100,082	75 WError! 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CONTINUE	Yes	EWH 2806 LLC UAS LLC 1540 EIM LLC 423 East 13th Street, LLC Queen City Flats, LLC 4538 Camberwell, LLC Findlay Center, LLC 1733 Elm St, LLC OTR Housing Group, LLC Links Lulnimed Pendleton Development I, LLC Seymour Industrial 1, LLC Sett, LLC 81C Development Company, LLC Keidel Supply Company Inc. Keidel Supply Company Inc. Keidel Supply Company Inc.	EWH 2806 LLC Eden University 1540 Elm CRA 423 E. 13th Street Hubbard Radio Relocation Apollo Home Relocation Findlay Center 1733 Elm Street 1513 Republic Street - Non-LEED CRA Links Unlimited Relo/Expansion 526 E 12th CRA Cincinnati Gardens Site Redevelopment 303 Seltz S. 1714 Vine CRA Keidel Supply Company, Inc. Relocation Keidel Supply Company, Inc. Relocation 509 E12 ST CRA 222-226 Mohawk CRA	LEED CRA CRA CRA CRA CRA LEED CRA	12/19/2018 12/19/2018 12/19/2018 12/6/2019 4/3/2019 4/3/2019 4/3/2019 6/12/2019 6/12/2019 6/12/2019 6/2/2019 6/2/2019 6/2/2019 10/16/2019 11/14/2019 11/14/2019 11/14/2019 12/4/2019	1/30/2019 2/26/2019 2/26/2019 2/26/2019 2/26/2019 4/25/2019 4/25/2019 4/25/2019 4/2019 10/11/2019 17/12/2019 8/20/2019 8/27/2019 8/27/2019 8/15/2019 10/31/2019 12/4/2019 12/4/2019 12/31/2019	061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09	19-030 19-027 19-016 19-027 19-048 20-008 20-003 19-035 19-041 19-053 19-054 20-007 20-007 10-005 20-001	100 100 100 100 100 100 100 100 100 100	15 8 10 12 12 15 12 15 12 12 12 12 12 12 12 12 12 12 12 12 12		12/31/2023	\$0	3/31/2020 9/1/2021 9/30/2019 3/31/2021 5/31/2021 5/31/2020 12/31/2020 12/31/2020 3/31/2020 3/31/2020 11/30/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2021 12/31/2021	11/6/2019 4/15/2020 5/6/2020 12/31/2011	\$3,671,239  \$705,000 \$1,090,000 \$6,208,000 \$1,700,000 \$6,208,000 \$1,700,000 \$1,104,000 \$	\$1,100,082	75 #Errorl 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CONTINUE	Yes	ICMM 2806 LIC UAS LIC UAS LIC 1430 EIM LIC 423 East 13th Street, LLC Queen City Flats, LLC 4338 Camberwell, LLC Findlay Center, LLC 1733 EIM St, LLC OTR Housing Group, LLC Links Unlimited Pendleton Development I, LLC Setty, LLC Setty, LLC Sity, LLC Sity Company Inc. Keidel Supply Company Inc. Keidel Supply Company Inc. 509 E12 ST, LLC 222 Mohawk LLC NB CP Cincy, DST	EWH 2806 LLC Eden University 1540 Elim CRA 423 E. 138th Street Hubbard Radio Relocation Applio Home Relocation Findlay Center 1733 Elm Street 1733 Elm Street 11513 Republic Street - Non-LEED CRA Links Uniffied Relo/Expansion 526 E 12th CRA Cincinnati Gardens Site Redevelopment 303 Seitz St 1714 Vine CRA Keidel Supply Company, Inc. Relocation Keidel Supply Company, Inc. Relocation Keidel Supply Company, Inc. Relocation S09 ELT ST CRA 222-226 Mohawk CRA	LEED CRA	12/19/2018 12/19/2018 12/19/2018 12/6/2019 4/3/2019 4/3/2019 4/17/2019 4/17/2019 6/12/2019 6/12/2019 6/12/2019 6/12/2019 6/12/2019 10/16/2019 11/14/2019 11/14/2019 11/14/2019 12/4/2019 12/4/2019	1/30/2019 2/26/2019 2/26/2019 2/26/2019 2/26/2019 4/25/2019 4/25/2019 4/25/2019 4/25/2019 4/2019 4/2019 4/2019 4/2019 4/2019 4/2019 4/2019 4/2019 12/4/2019 12/4/2019 12/4/2019 12/4/2019 12/3/2019 12/3/2019	061-15000-09 061-15000-09	19-030 19-027 19-016 19-022 19-048 20-008 20-003 19-035 19-050 19-041 19-053 19-050 20-007 10-005 20-001	100 100 100 100 100 100 100 100 100 100	15 8 10 11 12 12 15 15 12 15 12 12 12 12 12 12 12 12 12 12 12 15 15 15 17 17 17 17 17 17 17 17 17 17 17 17 17	2006	12/31/2023 12/31/2020	\$0	3/31/2020 9/1/2021 9/30/2019 3/31/2021 3/31/2021 3/31/2020 12/31/2020 12/31/2020 12/31/2020 13/31/2020 13/31/2020 11/30/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2021 12/31/2021	11/6/2019 4/15/2020 5/6/2020 12/31/2011	\$3,671,239 \$705,000 \$1,090,000 \$6,208,000 \$1,700,000 ********************************	\$1,100,082 \$838,568 \$25,453,273	75 ##morl 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CONTINUE	Yes     Yes	EWH 2806 LLC UAS LLC UAS LLC 1540 EIM LLC 423 East 13th Street, LLC Queen City Flats, LLC 433 Ea Samberwell, LLC Findlay Center, LLC 1733 EIM SL, LLC OTR Housing Group, LLC Links Unlimited Pendidton Development I, LLC Seymour Industrial I, LLC Settz, LLC 8K Development Company, LLC Keidel Supply Company Inc. Mac Lec (Lincy, DST) Mass Realty LLC	EWH 2806 LLC Eden University 1540 Elm CRA 423 E. 13th Street Hubbard Radio Relocation Appllo Home Relocation Findlay Center 1733 Elm Street 1513 Republic Street - Non-LEED CRA Links Unlimited Relo/Expansion 526 E 12th CRA Clincinnati Gardens Site Redevelopment 303 Seltz St 1714 Vine CRA Keidel Supply Company, Inc. Relocation Keidel Supply Company, Inc. Relocation So9 E12 ST CRA 222-226 Mohawk CRA McMillian Manor LLC CRA	LEED CRA	12/19/2018 12/19/2018 12/6/2019 4/3/2019 4/3/2019 4/17/2019 4/17/2019 5/8/2019 6/12/2019 6/12/2019 6/12/2019 6/12/2019 8/7/2019 10/16/2019 11/14/2019 11/14/2019 11/14/2019 12/4/2019 3/23/2005	1/30/2019 2/26/2019 2/26/2019 2/26/2019 2/26/2019 4/25/2019 4/25/2019 4/25/2019 4/25/2019 10/17/2019 8/20/2019 8/20/2019 8/20/2019 8/20/2019 8/20/2019 8/20/2019 10/31/2019 11/2/3/2019 11/2/3/2019 11/2/3/2019 11/2/3/2019 11/2/3/2019 11/2/3/2019 11/2/3/2019 11/2/3/2019 11/2/3/2019 11/2/3/2019	061-15000-09 061-15000-09	19-030 19-027 19-016 19-022 19-048 20-003 20-003 19-035 19-051 19-041 19-053 19-044 20-007 10-005 20-011	100 100 100 100 100 100 100 100 100 100	15 8 10 11 12 12 12 15 15 12 12 12 12 12 12 12 12 12 12 12 12 12	2006 2010	12/31/2023 12/31/2020 12/31/2024	\$0	3/31/2020 9/1/2021 9/30/2019 3/31/2021 3/31/2021 3/1/2020 12/31/2020 12/31/2020 12/31/2020 3/31/2020 3/31/2020 11/30/2020 11/30/2020 11/31/2020 3/31/2020 11/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020	11/6/2019 4/15/2020 5/6/2020 12/31/2011 7/6/2007 1/12/2011	\$3,671,239  \$705,000 \$1,090,000 \$51,090,000 \$6,208,000 \$1,700,000 ###############################	\$1,100,082 \$1,100,082 \$838,568 \$25,453,273 \$565,000	75 #Error! 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CONTINUE	Yes     No     No	ICMY 2806 LLC UMS LLC UMS LLC UMS LLC UMS LLC UMS LLC UMS CLC	EWH 2806 LLC Eden University 1340 Elm CRA 423 E. 134th Street Hubbard Radio Relocation Apollo Home Relocation Findlay Center 1733 Elm Street 1733 Seitz St 1734 Vine CRA Keidel Supply Company, Inc. Relocation Keidel Supply Company, Inc. Relocation Keidel Supply Company, Inc. Relocation Sop Ell ST CRA 222-226 Mohawk CRA McMillan Manor LLC CRA Matton Art Gallery CRA Mildebrand/Hilmon Child Care Center	LEED CRA	12/19/2018 12/19/2018 12/19/2018 4/3/2019 4/3/2019 4/3/2019 4/3/2019 4/3/2019 6/12/2019 6/12/2019 6/12/2019 6/12/2019 6/12/2019 6/12/2019 10/16/2019 11/14/2019 11/14/2019 11/14/2019 3/23/2005 10/8/2008	1/30/2019 2/26/2019 2/26/2019 2/26/2019 4/25/2019 4/25/2019 4/25/2019 4/25/2019 4/25/2019 4/25/2019 4/2019 5/10/2019 8/10/2019 8/10/2019 8/10/2019 8/10/2019 10/31/2019 11/31/2019 11/31/2019 11/31/2019 11/31/2019 11/31/2019 11/31/2019 11/31/2019 11/31/2019 11/31/2019 11/31/2019 11/31/2019 11/31/2019 11/31/2019 11/31/2019 11/31/2019 11/31/2019	061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09 061-15000-09	19-030 19-027 19-016 19-022 19-048 20-003 19-035 19-050 19-051 19-051 19-053 19-053 19-053 19-050 20-007 10-005 20-001	100 100 100 100 100 100 100 100 100 100	15 8 10 11 12 12 12 15 15 12 12 12 12 12 12 12 12 12 15 15 12 12 15 15 15 15 15 15 15 15 15 15 15 15 15	2006 2010 2012	12/31/2023 12/31/2020 12/31/2024 12/31/2023	\$0	3/31/2020 9/1/2021 9/30/2019 3/31/2021 3/31/2021 3/31/2021 3/1/2020 12/31/2020 12/31/2020 3/31/2020 3/31/2020 11/30/2020 11/30/2020 11/31/2020 6/30/2011 8/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020	11/6/2019  4/15/2020  5/6/2020  12/31/2011  7/6/2007 1/12/2011 5/19/2011	\$3,671,239 \$705,000 \$1,900,000 \$6,208,000 \$1,700,000 writimum \$1,872,50 \$1,116,406 \$6,595,000 \$1,740,001 \$4,772,50 \$1,134,001 \$4,772,50 \$4,772,50 \$1,34,001 \$4,772,50 \$1,34,001 \$1,34,001 \$1,067,200 \$	\$1,100,082 \$838,568 \$25,453,273 \$565,000 \$1,250,000	75 #Errorl 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CONTINUE	Yes     No     No     No	LEWH 2806 LLC UAS LLC UAS LLC 1430 EIM LLC 423 East 13th Street, LLC Queen City Flatts, LLC 4338 Camberwell, LLC 1433 Eim St, LLC 1433 Eim St, LLC 1433 Eim St, LLC 1433 Eim St, LLC 1435 Eim St, LLC 1436 Eim St, LLC 1436 Eim St, LLC 1436 Eim St, LLC 1436 Eim St, LLC 1437 Eim St, LLC 1438 Eim St,	EWH 2806 LLC Eden University 1540 Elm CRA 423 E. 13th Street Hubbard Radio Relocation Appilo Home Relocation Findlay Center 1733 Elm Street 1513 Republic Street - Non-LEED CRA Links Unimited Relo/Expansion 526 E 12th CRA Cincinnat Gardens Site Redevelopment 303 Seltz St 1714 Vine CRA Keidel Supply Company, Inc. Relocation Keidel Supply Company, Inc. Relocation S09 E12 ST CRA 222-226 Mohawk CRA McMillan Manor LLC CRA Malton Art Gailery CRA Hildebrand/Hilmon Child Care Center Salvation Army Catherine Booth Residence	LEED CRA	12/15/2018 12/15/2018 12/15/2018 12/15/2018 12/15/2019 4/3/2019 4/3/2019 4/17/2019 5/8/2019 6/12/2019 6/12/2019 6/12/2019 6/12/2019 10/16/2019 11/14/2019 11/14/2019 12/4/2019 12/4/2019 12/4/2019 12/4/2019 12/4/2019 12/4/2019 12/4/2019 12/4/2019 12/4/2019 12/4/2019 12/4/2019 12/4/2019 12/4/2019	1/30/2019 2/26/2019 2/26/2019 2/26/2019 2/26/2019 4/25/2019 4/25/2019 4/25/2019 4/25/2019 4/26/2019 4/26/2019 4/26/2019 4/26/2019 4/26/2019 4/26/2019 4/26/2019 4/26/2019 4/26/2019 4/26/2019 12/4/2019	061-15000-09 061-15000-09	19-030 19-027 19-016 19-027 19-016 19-022 19-048 20-003 20-003 19-035 19-050 19-041 19-053 19-054 20-007 10-005 20-011 005-002 09-002 11-002 13-002	100   100	15 8 10 110 12 12 15 15 12 12 12 12 12 12 12 15 15 12 12 12 12 12 12 12 12 15 15 15 12 12 12 12 12 12 12 12 12 15 15 15 15 15 15 18 8	2006 2010 2012 2015	12/31/2023 12/31/2020 12/31/2024 12/31/2023 12/31/2023	\$0	3/31/2020 9/1/2021 9/1/2021 9/30/2013 3/31/2021 3/31/2021 3/31/2020 3/41/2020 12/31/2020 1/39/2020 1	11/6/2019 4/15/2020 5/6/2020 12/31/2011 1/6/2007 1/12/2011 5/19/2011 1/28/2015	\$3,671,239  \$705,000 \$1,090,000 \$51,090,000 \$6,208,000 \$1,700,000 ###############################	\$1,100,082 \$838,568 \$25,453,273 \$565,000 \$1,250,000 \$14,581,019	75 #Error! 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CONTINUE	Yes	ICMY 2806 LIC UAS CHE UAS LIC	EWH 2806 LLC Eden University 1340 Elm CRA 423 E. 138th Street Hubbard Radio Relocation Apollo Home Relocation Findlay Center 1733 Elm Street 1734 Elm Street 1738 Elm Street 1731 Elm Street 1732 Elm Street 1732 Elm Street 1733 Elm Street 1734 Vine CRA Keidel Supply Company, Inc. Relocation Keidel Supply Company, Inc. Relocation 1739 Elm Street 1731 Elm Street 1731 Elm Street 1731 Elm Street 1732 Elm Street 1731 Elm Street 1732 Elm Street 1732 Elm Street 1733 Elm Street 1734 Elm Street 1735	LEED CRA  CRA  CRA  CRA  CRA  CRA  CRA  CRA	12/15/2018 12/15/2018 12/15/2018 12/15/2018 12/15/2019 14/3/2019 14/3/2019 14/17/2019 15/8/2019 14/17/2019 15/8/2019 16/12/2019 16/12/2019 16/12/2019 16/12/2019 16/12/2019 11/14/2019	1,30/2019 2/26/2019 2/26/2019 2/26/2019 2/26/2019 2/26/2019 2/26/2019 4/25/2019 4/25/2019 4/25/2019 4/26/2019 4/26/2019 8/10/2019 8/10/2019 8/10/2019 8/10/2019 8/10/2019 8/10/2019 10/31/2019 11/3/2019 11/3/2019 11/3/2019 11/3/2019 11/3/2019 11/3/2019 11/3/2019 11/3/2019 11/3/2019 11/3/2019 11/3/2019 11/3/2019 11/3/2019 11/3/2019 11/3/2019 11/3/2019 11/3/2019 11/3/2019 11/3/2019	061-15000-09 061-15000-09	19-030 19-027 19-016 19-022 19-048 20-008 20-003 19-035 19-054 19-054 19-055 20-007 10-005 20-011 20-011 20-002 20-002 20-002 21-002	100   100	15 8 10 11 12 12 15 15 12 12 12 12 12 12 12 12 12 12 12 12 12	2006 2010 2012 2015 2015	12/31/2023 12/31/2020 12/31/2024 12/31/2023 12/31/2022 12/31/2022	\$0	3/31/2020 9/1/2021 9/3/2021 9/3/2021 9/3/2021 9/3/2021 9/3/3/2021 3/3/1/2021 3/3/1/2020 12/31/2020 12/31/2020 12/31/2020 11/39/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020	11/6/2019  4/15/2020  5/6/2020  12/31/2011  7/6/2007 1/12/2011 5/19/2011 1/28/2015 7/30/2015	\$3,671,239 \$705,000 \$1,090,000 \$6,208,000 \$1,700,000 ###############################	\$1,100,082 \$1,100,082 \$838,568 \$25,453,273 \$565,000 \$1,250,000 \$1,458,010 \$2,222,952	75 WErrorl 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CONTINUE	Yes     No     No     No	ICMY 2806 LIC UAS CHE UAS LIC	EWH 2806 LLC Eden University 1540 Elm CRA 423 E. 13th Street Hubbard Radio Relocation Appilo Home Relocation Findlay Center 1733 Elm Street 1513 Republic Street - Non-LEED CRA Links Unimited Relo/Expansion 526 E 12th CRA Cincinnat Gardens Site Redevelopment 303 Seltz St 1714 Vine CRA Keidel Supply Company, Inc. Relocation Keidel Supply Company, Inc. Relocation S09 E12 ST CRA 222-226 Mohawk CRA McMillan Manor LLC CRA Malton Art Gailery CRA Hildebrand/Hilmon Child Care Center Salvation Army Catherine Booth Residence	LEED CRA	12/15/2018 12/15/2018 12/15/2018 12/15/2018 12/15/2019 4/3/2019 4/3/2019 4/17/2019 5/8/2019 6/12/2019 6/12/2019 6/12/2019 6/12/2019 10/16/2019 11/14/2019 11/14/2019 12/4/2019 12/4/2019 12/4/2019 12/4/2019 12/4/2019 12/4/2019 12/4/2019 12/4/2019 12/4/2019 12/4/2019 12/4/2019 12/4/2019 12/4/2019	1/30/2019 2/26/2019 2/26/2019 2/26/2019 2/26/2019 4/25/2019 4/25/2019 4/25/2019 4/25/2019 4/25/2019 4/2019 5/2019	061-15000-09 061-15000-09	19-030 19-027 19-016 19-027 19-016 19-022 19-048 20-003 20-003 19-035 19-050 19-041 19-053 19-054 20-007 10-005 20-011 005-002 09-002 11-002 13-002	100   100	15 8 10 11 12 12 15 15 12 12 12 12 12 12 12 12 12 12 12 12 12	2006 2010 2012 2015	12/31/2023 12/31/2020 12/31/2024 12/31/2023 12/31/2023	\$0	3/31/2020 9/1/2021 9/1/2021 9/30/2013 3/31/2021 3/31/2021 3/31/2020 3/41/2020 12/31/2020 1/39/2020 1	11/6/2019 4/15/2020 5/6/2020 12/31/2011 1/6/2007 1/12/2011 5/19/2011 1/28/2015	\$3,671,239  \$705,000 \$1,090,000 \$51,090,000 \$6,208,000 \$1,700,000 ###############################	\$1,100,082 \$838,568 \$25,453,273 \$565,000 \$1,250,000 \$14,581,019	75 #Error! 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CONTINUE	Yes     No     No     No	LEWH 2806 LLC UAS LLC UAS LLC 1430 EIM LLC 423 East 13th Street, LLC Queen City Flatts, LLC 4338 Camberwell, LLC 1433 Eim St, LLC 1433 Eim St, LLC 1433 Eim St, LLC 1433 Eim St, LLC 1435 Eim St, LLC 1436 Eim St, LLC 1436 Eim St, LLC 1436 Eim St, LLC 1436 Eim St, LLC 1437 Eim St, LLC 1438 Eim St,	EWH 2806 LLC Eden University 1340 Elm CRA 423 E. 138th Street Hubbard Radio Relocation Apollo Home Relocation Findlay Center 1733 Elm Street 1734 Elm Street 1738 Elm Street 1731 Elm Street 1732 Elm Street 1732 Elm Street 1733 Elm Street 1734 Vine CRA Keidel Supply Company, Inc. Relocation Keidel Supply Company, Inc. Relocation 1739 Elm Street 1731 Elm Street 1731 Elm Street 1731 Elm Street 1732 Elm Street 1731 Elm Street 1732 Elm Street 1732 Elm Street 1733 Elm Street 1734 Elm Street 1735	LEED CRA  CRA  CRA  CRA  CRA  CRA  CRA  CRA	12/15/2018 12/15/2018 12/15/2018 12/15/2018 12/15/2019 14/3/2019 14/3/2019 14/17/2019 15/8/2019 14/17/2019 15/8/2019 16/12/2019 16/12/2019 16/12/2019 16/12/2019 16/12/2019 11/14/2019	1,30/2019 2/26/2019 2/26/2019 2/26/2019 2/26/2019 2/26/2019 2/26/2019 4/25/2019 4/25/2019 4/25/2019 4/26/2019 4/26/2019 8/10/2019 8/10/2019 8/10/2019 8/10/2019 8/10/2019 8/10/2019 10/31/2019 11/3/2019 11/3/2019 11/3/2019 11/3/2019 11/3/2019 11/3/2019 11/3/2019 11/3/2019 11/3/2019 11/3/2019 11/3/2019 11/3/2019 11/3/2019 11/3/2019 11/3/2019 11/3/2019 11/3/2019 11/3/2019 11/3/2019	061-15000-09 061-15000-09	19-030 19-027 19-016 19-022 19-048 20-008 20-003 19-035 19-054 19-054 19-055 20-007 10-005 20-011 20-011 20-002 20-002 20-002 21-002	100   100	15 8 8 10 10 12 12 12 15 12 12 12 12 12 12 12 12 12 12 12 12 15 15 12 12 12 12 12 12 12 12 15 15 15 15 15 15 15 15 15 15 15 18 8 8 8	2006 2010 2012 2015 2015	12/31/2023 12/31/2020 12/31/2024 12/31/2023 12/31/2022 12/31/2022	\$0	3/31/2020 9/1/2021 9/3/2021 9/3/2021 9/3/2021 9/3/2021 9/3/3/2021 3/3/1/2021 3/3/1/2020 12/31/2020 12/31/2020 12/31/2020 11/39/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020	11/6/2019  4/15/2020  5/6/2020  12/31/2011  7/6/2007 1/12/2011 5/19/2011 1/28/2015 7/30/2015	\$3,671,239 \$705,000 \$1,090,000 \$6,208,000 \$1,700,000 ###############################	\$1,100,082 \$1,100,082 \$838,568 \$25,453,273 \$565,000 \$1,250,000 \$1,458,010 \$2,222,952	75 WErrorl 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CONTINUE	Yes	ICMY 2806 LC UAS LLC UAS LLC 1340 Elm LLC 423 East 13th Street, LLC Queen City Flats, LLC Queen City Flats, LLC 4338 Camberwell, LLC Findlay Center, LLC 1733 Elm St, LLC 07R Housing Group, LLC Links Unlimited Pendieton Development 1, LLC Seymour Industrial 1, LLC Settz, LLC 38 Development Company, LLC Keidel Supply Company Inc. Keidel Supply Company Inc. Vedel Supply Company Inc. Mac P Ciny, DST Masi Realty LLC Salvation Army Catherine Booth Residence LP Beasley Place LLC Salvation Army Catherine Booth Residence LP Beasley Place LLC Over-the-Rhine Community Housing	EWH 2806 LLC Eden University 1540 Elim CRA 423 E. 138th Street Hubbard Radio Relocation Applio Home Relocation Findlay Center 1733 Elm Street 1733 Elm Street 1733 Elm Street 1733 Elm Street 1513 Republic Street - Non-LEED CRA Links Unifficied Relo/Expansion 526 E 12th CRA Cincinnati Gardens Site Redevelopment 303 Seitz St 1714 Vine CRA Keidel Supply Company, Inc. Relocation Keidel Supply Company, Inc. Relocation Sol E1 25 T. CRA 222-226 Mohawk CRA Meltion Art Gallery CRA Hildebrand/Hilmon Child Care Center Salvation Army Catherine Booth Residence Beasley Place - RRP	LEED CRA	12/15/2018 12/15/2018 12/15/2018 12/15/2018 12/15/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 16/12/2019 16/12/2019 16/12/2019 16/12/2019 11/14/2019	1/30/2019 2/26/2019 2/26/2019 2/26/2019 2/26/2019 2/26/2019 4/25/2019 4/25/2019 4/25/2019 4/25/2019 4/2019 4/2019 4/2019 4/2019 4/2019 4/2019 4/2019 12/4/2019 12/4/2019 12/4/2019 12/31/2019	061-15000-09 061-15000-09	19-030 19-027 19-016 19-022 19-048 20-003 19-035 19-041 19-053 19-054 19-053 19-050 20-007 10-005 20-011 05-002 09-002 11-002 13-002 13-002 13-002	100   100	15 8 10 10 12 12 12 15 15 12 12 12 12 12 12 12 12 15 15 15 15 15 15 15 15 15 15 15 15 15	2006 2010 2012 2015 2015 2014	12/31/2023 12/31/2020 12/31/2020 12/31/2023 12/31/2022 12/31/2022 12/31/2021	\$0	3/31/2020 9/1/2021 9/1/2021 9/30/2019 3/31/2021 5/31/2021 3/4/2020 1/34/2020	11/6/2019 4/15/2020 5/6/2020 12/31/2011 1/12/2011 1/12/2011 1/12/2015 1/30/2015 5/16/2014	\$3,671,239  \$705,000 \$1,090,000 \$6,208,000 \$1,700,000  \$1,080,000 \$1,164,665 \$6,595,000 \$1,1492,614 \$55,000,000 \$477,150 \$1,034,001 \$477,150 \$1,034,001 \$1,034,001 \$1,034,001 \$1,034,001 \$1,034,000 \$1	\$1,100,082 \$1,100,082 \$1,100,082 \$1,25,453,273 \$565,000 \$1,4581,019 \$2,22,952 \$4,134,527	75 #Error! 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CONTINUE	Yes	ICMY 2806 LC UAS LLC UAS LLC 1430 EIM LC 423 East 13th Street, LLC Queen City Flats, LLC Queen City Flats, LLC 4338 Camberwell, LLC Findlay Center, LLC 1733 EIM St, LLC OTR Housing Group, LLC Links Unlimited Pendleton Development I, LLC Setty, LLC Sity, LLC Sity, LLC Sity, LLC Sity, LC Sity	EWH 2806 LIC Eden University 1540 Elim CRA 423 E. 138th Street Hubbard Radio Relocation Apollo Home Relocation Findlay Center 1733 Elm Street 1733 Elm Street 1513 Republic Street - Non-LEED CRA Links Unilmited Relo/Expansion 526 E 12th CRA Cincinnati Gardens Site Redevelopment 303 Seitz St. 1714 Vine CRA Keidel Supply Company, Inc. Relocation Keidel Supply Company, Inc. Relocation So9 ELJ 251 CRA AUTO COMPANIE CRA Malton Art Gallery CRA Malton Art Gallery CRA Mildebrand Hillingen Child Care Center Salvation Army Catherine Booth Residence Beasley Place - RRP CRA - 1500 Elm Street Cutter Historic Apartments GE Operations Center	LEED CRA	12/15/2018 12/15/2018 12/15/2018 12/15/2018 12/15/2019 14/3/2019 14/3/2019 14/17/2019 15/8/2019 16/12/2019 16/12/2019 16/12/2019 16/12/2019 16/12/2019 11/14/2019	1/30/2019 2/26/2019 2/26/2019 2/26/2019 2/26/2019 2/26/2019 4/25/2019 4/25/2019 4/25/2019 4/25/2019 4/2019 5/20/2019 5/2/2013 5/2/2013	061-15000-09 061-15000-09	19-030 19-027 19-016 19-027 19-016 19-022 19-048 20-003 19-035 19-050 19-041 19-053 19-050 10-005 20-011 05-002 09-002 13-002 13-002 13-001 13-001 15-043 14-112	100   100	15 8 10 10 12 12 12 15 15 12 12 12 12 12 12 12 12 12 12 12 12 12	2006 2010 2012 2015 2015 2015 2014 2017 2016	12/31/2023 12/31/2020 12/31/2020 12/31/2023 12/31/2023 12/31/2021 12/31/2021 12/31/2030	\$0	3/31/2020 9/1/2021 9/1/2021 9/30/2019 3/31/2021 5/31/2021 3/1/2020 1/23/2020 1/23/2020 1/3/31/2020 3/31/2020 3/31/2020 3/31/2020 3/31/2020 11/30/2020 11/30/2020 11/30/2020 11/30/2020 12/31/2020 12/31/2021 12/31/2021 12/31/2021 12/31/2021 12/31/2021 12/31/2021 12/31/2021 12/31/2021 12/31/2021 12/31/2021 12/31/2021 12/31/2021 12/31/2021 12/31/2021 12/31/2021 12/31/2021 12/31/2021 12/31/2021	11/6/2019  4/15/2020  5/6/2020  12/31/2011  7/6/2007 1/12/2011 1/28/2015 7/30/2015 5/16/2014 11/3/2016 8/31/2016	\$3,671,239  \$705,000 \$1,090,000 \$6,208,000 \$1,000,000 \$	\$1,100,082 \$1,100,082 \$1,25,453,273 \$565,000 \$1,4581,019 \$2,22,952 \$4,134,527 \$3,006,104	75 #Error! 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CONTINUE	Yes	LEWH 2806 LLC UAS LLC UAS LLC UAS LLC 1430 EIM LLC 423 East 13th Street, LLC Queen City Flatts, LLC 4338 Camberwell, LLC 1733 Eim St, LLC 1733 Eim St, LLC 1733 Eim St, LLC 1733 Eim St, LLC 1738	EWH 2806 LLC Eden University 1540 Elm CRA 423 E. 13th Street Hubbard Radio Relocation Appllo Home Relocation Findlay Center 1733 Elm Street 1513 Republic Street - Non-LEED CRA Links Unimited Relo/Expansion 526 E 12th CRA Cincinnat Gardens Site Redevelopment 303 Seitz St 1714 Vine CRA Keidel Supply Company, Inc. Relocation Keidel Supply Company, Inc. Relocation So9 E12 ST CRA 222-226 Mohawk CRA McMillan Manor LLC CRA Malton Art Gallery CRA Hiddebrant/Hilmon Child Care Center Salvation Army Catherine Booth Residence Beasley Place - RRP CRA - 1500 GIm Street Cutter Historic Apartments GE Operations Center 3930 Spring Grove	LEED CRA  CRA  CRA  CRA  CRA  CRA  CRA  CRA	12/15/2018 12/15/2018 12/15/2018 12/15/2019 4/3/2019 4/3/2019 4/17/2019 5/8/2019 6/12/2019 6/12/2019 6/12/2019 6/12/2019 8/7/2019 10/16/2019 11/14/2019 11/14/2019 12/4/2019	1/30/2019 2/26/2019 2/26/2019 2/26/2019 2/26/2019 4/25/2019 4/25/2019 4/25/2019 4/25/2019 4/25/2019 4/25/2019 4/2019 5/2019	061-15000-09 061-15000-09	19-030 19-027 19-016 19-027 19-016 19-022 19-048 20-003 19-035 19-050 19-041 19-053 19-050 20-007 10-005 20-011 00-002 09-002 11-002 13-001 13-001 13-001 16-043 14-112	100   100	15 8 10 10 12 12 15 15 12 15 12 12 12 12 12 12 12 12 12 12 12 12 12	2006 2010 2012 2015 2015 2014 2017 2016 2014	12/31/2023 12/31/2020 12/31/2024 12/31/2024 12/31/2022 12/31/2022 12/31/2021 12/31/2024 12/31/2030	\$0 \$0 \$0 # # # # # # # # # # # # # # # #	3/31/2020 9/1/2021 9/1/2021 9/1/2021 9/3/2021 3/3/1/2021 3/3/1/2021 3/1/2020 12/31/2020 12/31/2020 11/30/2020	11/6/2019  4/15/2020  5/6/2020  12/31/2011  7/6/2007 1/12/2011 5/19/2011 1/28/2015 7/30/2015 5/16/2014 11/3/2016 8/31/2016	\$3,671,239  \$705,000 \$1,090,000 \$51,090,000 \$6,208,000 \$1,700,000 ###############################	\$1,100,082 \$838,568 \$25,453,273 \$565,000 \$1,250,000 \$14,581,019 \$2,222,952 \$4,134,527 \$3,606,104 \$70,004,046 \$548,215	75 #Frorl 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CONTINUE	Yes	LEWI 2806 LC UMS LLC U	EWH 2806 LIC Eden University 1340 Elim CRA 423 E. 134h Street Hubbard Radio Relocation Apollo Home Relocation Findlay Center 1733 Elm Street 1733 Elm Street 1733 Elm Street 1733 Elm Street 1734 Elm Street 1736 Elm Street 1736 Elm Street 1737 Elm Street 1738 Elm Street 1739 Elm Street 1	LEED CRA	12/15/2018 12/15/2018 12/15/2018 12/15/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 16/12/2019 16/12/2019 16/12/2019 16/12/2019 11/14/2019	1/30/2019 2/26/2019 2/26/2019 2/26/2019 2/26/2019 4/25/2019 4/25/2019 4/25/2019 4/25/2019 4/25/2019 4/2019 4/2019 4/2019 4/2019 4/2019 4/2019 4/2019 4/2019 4/2019 4/2019 4/2019 4/2019 4/2019 4/2019 1/2/2019 1/2/2019 1/2/2019 1/2/2019 1/2/2019 1/2/2019 1/2/2019 1/2/2019 1/2/2019 1/2/2019 1/2/2019 1/2/2019 1/2/2019 1/2/2013 1/2/2013 1/2/2013 1/2/2013 1/2/2013 1/2/2013 1/2/2013	061-15000-09 061-15000-09	19-030 19-027 19-016 19-027 19-016 19-022 19-048 20-008 20-003 19-035 19-050 19-051 19-052 20-011 00-05 20-011 00-05 11-002 13-001 13-001 13-001 13-001 13-001 13-001 14-112 15-113	100   100	15 8 10 10 12 12 12 15 15 12 12 12 12 12 12 12 12 12 12 12 12 12	2006 2010 2012 2015 2015 2015 2014 2017 2016 2014 2016	12/31/2023 12/31/2020 12/31/2024 12/31/2023 12/31/2023 12/31/2022 12/31/2021 12/31/2030 12/31/2030 12/31/2030	\$0	3/31/2020 9/1/2021 9/1/2021 9/30/2019 3/31/2021 3/31/2021 3/1/2020 1/2/31/2020 1/2/31/2020 1/3/31/2031 1/3/31/2031 1/3/31/2031 1/3/31/2031 1/3/31/2031 1/3/31/2031 1/3/31/2031 1/3/31/2031 1/3/31/2031 1/3/31/2031 1/3/31/2031	11/6/2019  4/15/2020  5/6/2020  12/31/2011  7/6/2007 1/12/2011 1/18/2015 5/16/2014 11/3/2016 8/31/2016 10/24/2013 7/29/2013	\$3,671,239  \$705,000 \$51,990,000 \$56,208,000 \$1,700,000 ###############################	\$1,100,082 \$1,100,082 \$1,250,000	75 #Errorl 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CONTINUE CON	Yes	ICMM 2806 LLC UAS LLC UAS LLC UAS LLC 1340 EIM LLC 423 East 13th Street, LLC Queen City Flatts, LLC 4338 Camberwell, LLC Findlay Center, LLC 1733 Elm St, LLC 07R Housing Group, LLC Links Unlimited Pendieton Development I, LLC Seymour Industrial I, LLC Settz, LLC 8K Development Company, LLC Keidel Supply Company Inc.	EWH 2806 LLC Eden University 1540 Elm CRA 423 E. 13th Street Hubbard Radio Relocation Appllo Home Relocation Findlay Center 1733 Elm Street 1733 Elm Street 1513 Republic Street - Non-LEED CRA Links Unlimited Relof/Expansion 526 E 12th CRA Cincinnati Gardens Site Redevelopment 303 Seitz St 1714 Vine CRA Reidel Supply Company, Inc. Relocation Reidel Supply Company, Inc. Relocation S09 E12 ST CRA 222-226 Mohawk CRA McMillan Manor LLC CRA Malton Art Gallery CRA Hidebrand/Hillmon Child Care Center Salvation Army Catherine Booth Residence Beasley Place - RRP CRA - 1500 Elm Street Cutter Historic Apartments GE Operations Center 3930 Spring Grove 3920 Spring Grove Barbalvara, LLC	LEED CRA  CRA  CRA  CRA  CRA  CRA  CRA  CRA	12/15/2018 12/15/2018 12/15/2018 12/15/2018 12/15/2019 4/3/2019 4/3/2019 4/17/2019 5/8/2019 6/12/2019 6/12/2019 6/12/2019 6/12/2019 13/15/2019 13/15/2019 13/15/2019 13/15/2019 13/15/2019 13/15/2019 13/15/2019 13/15/2019 13/15/2019 13/15/2019 13/15/2019 13/15/2019 13/15/2019 13/15/2019 13/15/2019 13/15/2019 13/15/2019 13/15/2014 6/15/2014 6/15/2014	1/30/2019 2/26/2019 2/26/2019 2/26/2019 2/26/2019 2/26/2019 4/25/2019 4/25/2019 4/25/2019 4/25/2019 4/2019 4/2019 4/2019 4/2019 4/2019 4/2019 4/2019 4/2019 4/2019 10/31/2019 12/4/2019 12/4/2019 12/4/2019 12/4/2019 12/4/2019 12/4/2019 12/4/2019 12/31/2019 12/51/2013 10/1/2015	061-15000-09 061-15000-09	19-030 19-027 19-016 19-027 19-016 19-022 19-048 20-003 19-035 19-050 19-041 19-053 19-050 20-007 10-005 20-011 005 20-011 19-002 19-00	100   100	15 8 10 12 12 12 15 15 12 12 12 12 12 15 15 12 12 12 12 12 12 12 12 15 15 15 15 12 12 12 12 12 12 15 15 15 15 15 15 15 15 15 15 15 15 15	2006 2010 2012 2015 2015 2014 2017 2016 2014 2016 2018	12/31/2023 12/31/2020 12/31/2024 12/31/2024 12/31/2022 12/31/2022 12/31/2021 12/31/2023 12/31/2025 12/31/2025 12/31/2027	\$0 \$0 \$0 # # # # # # # # # # # # # # # #	3/31/2020 9/1/2021 9/1/2021 9/30/2019 3/31/2021 3/31/2021 3/31/2020 3/41/2020 1/39/2020 1/39/2020 1/39/2020 1/39/2020 1/39/2020 1/39/2020 11/39/2020 11/39/2020 11/39/2020 12/31/2020	11/6/2019  4/15/2020  5/6/2020  5/6/2020  12/31/2011  7/6/2007  1/12/2011  5/19/2011  1/28/2015  7/30/2015  5/16/2014  11/3/2016  8/31/2016  10/24/2013  7/29/2015  2/27/2017	\$3,671,239  \$705,000 \$1,090,000 \$6,208,000 \$1,700,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,100,000 \$1,100,000 \$1,100,000 \$1,100,000 \$1,100,000 \$1,100,000 \$1,100,000 \$1,000,000 \$	\$1,100,082 \$838,568 \$25,453,273 \$565,000 \$1,4581,019 \$2,222,952 \$4,134,527 \$3,606,104 \$70,804,046 \$584,215 \$1,104,007 \$588,313	75 #Error! 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CONTINUE	Yes	ICMY 2806 LIC UAS CAMBERVEIL, LIC 4338 CAMBERVEIL, LIC 4338 CAMBERVEIL, LIC 4338 CAMBERVEIL, LIC 1373 EIM St, LIC UTR HOUSING GROUP, LIC LINKS Unlimited Pendleton Development I, LIC Sett, LIC SIN Development Company, LIC Keidel Supply Company Inc. Solve Lic Suppl L	EWH 2806 LLC Eden University 1340 EIm CRA 423 E. 138th Street Hubbard Radio Relocation Apollo Home Relocation Findlay Center 1733 EIm Street 1733 Seitz St 1734 Vine CRA Links Unlimited Relo/Expansion 256 E 12th CRA Cincinnat Gardens Site Redevelopment 303 Seitz St 1714 Vine CRA Keidel Supply Company, Inc. Relocation Keidel Supply Company, Inc. Relocation Keidel Supply Company, Inc. Relocation So9 E12 ST CRA 222-226 Mohawk CRA McMillian Manor LLC CRA Maltion Art Gallery CRA Hildebrand/Hilmon Child Care Center Salvation Army Catherine Booth Residence Beasley Place - RRP CRA - 1500 Elm Street Cutter Historic Apartments GE Operations Center 3930 Spring Grove 3925 Spring Grove BarbAurora, LLC CRA - Sands Senior Apartments	LEED CRA  CRA  CRA  CRA  CRA  CRA  CRA  CRA	12/15/2018 12/15/2018 12/15/2018 12/15/2019 14/3/2019 14/3/2019 14/17/2019 15/8/2019 14/17/2019 15/8/2019 16/12/2019 16/12/2019 16/12/2019 16/12/2019 16/12/2019 11/14/2019	1,30/2019 2/26/2019 2/26/2019 2/26/2019 2/26/2019 4/25/2019 4/25/2019 4/25/2019 4/25/2019 4/25/2019 4/25/2019 8/16/2019 8/10/2019 8/10/2019 8/10/2019 8/10/2019 8/10/2019 8/10/2019 8/10/2019 8/10/2019 10/31/2019 11/31/2019	061-15000-09 061-15000-09	19-030 19-027 19-016 19-022 19-048 20-008 20-003 19-035 19-050 19-041 19-053 19-054 20-007 10-005 20-011 05-002 09-002 13-001	100   100	15 8 10 10 12 12 12 15 15 12 12 12 12 12 12 15 15 15 15 15 17 12 17 15 15 17 17 18 18 18 18 18 18 18 18 18 18 18 18 18	2006 2010 2012 2015 2015 2015 2014 2017 2016 2014 2016	12/31/2023 12/31/2020 12/31/2024 12/31/2023 12/31/2023 12/31/2022 12/31/2021 12/31/2030 12/31/2030 12/31/2030	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	3/31/2020 9/1/2021 9/1/2021 9/3/2021 9/3/2021 9/3/2021 9/3/2021 9/3/2021 9/3/2021 1/3/1/2021 1/3/1/2020 1/2/31/2020 1/3/1/2020	11/6/2019 4/15/2020 5/6/2020 5/6/2020 12/31/2011 1/2/2011 1/28/2015 1/28/2015 1/3/2016 1/3/2016 1/2/2017 1/2/2017 1/2/2017 1/2/2017 1/2/2017 1/2/2017 1/2/2017	\$3,671,239  \$705,000 \$1,700,000 \$6,208,000 \$1,700,000 \$1,700,000 \$1,700,000 \$1,700,000 \$1,700,000 \$1,700,000 \$1,700,000 \$1,700,000 \$1,700,000 \$1,116,400 \$5,595,000 \$5,1,912,614 \$5,500,000 \$477,7150 \$1,034,001	\$1,100,082 \$1,100,082 \$1,250,000	75 WErrorl 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CONTINUE CON	Yes	ICMM 2806 LLC UAS LLC UAS LLC UAS LLC 1340 Elm LLC 423 East 13th Street, LLC Queen City Flatts, LLC 423 East 13th Street, LLC Queen City Flatts, LLC 4338 Camberwell, LLC Findlay Center, LLC 1733 Elm St, LLC 07R Housing Group, LLC Links Unlimited Pendleton Development 1, LLC Sevent LLC Sevent LLC Sevent LLC Sity LLC Sity Company Inc. Keidel Supply Company Inc. Keidel Supply Company Inc. Keidel Supply Company Inc. Weidel Supply Company Inc. Sevent LLC 222 Mohawk LLC 222 Mohawk LLC Salvation Army Catherine Booth Residence LP Beasley Place LLC Over-the-Rhine Community Housing Cutter Historic Apartments, LLC General Electric South Block Properties, Ltd. Sands Senior Apartments, LLC	EWH 2806 LLC Eden University 1540 Elm CRA 423 E. 13th Street Hubbard Radio Relocation Apollo Home Relocation Findlay Center 1733 Elm Street 1733 Elm Street 11513 Republic Street - Non-LEED CRA Links Unlimited Relof/Expansion 526 E 12th CRA Cincinnati Gardens Site Redevelopment 303 Seitz St 1714 Vine CRA Keidel Supply Company, Inc. Relocation Reidel Supply Company, Inc. Relocation So9 E12 ST CRA 222-226 Mohawk CRA Malton Art Gallery CRA Hildebrant/Hilmon Child Care Center Salvation Army Catherine Booth Residence Beasley Place - RRP CRA - 1500 Elm Street Cutter Historic Apartments GE Operations Center 3930 Spring Grove BarbAurora, LLC CRA - Sands Senior Apartments CHILDER CRA Barbard Grove BarbAurora, LLC CRA - Sands Senior Apartments Children United, ILC CRA - Sands Senior Apartments Children United, ILC	LEED CRA  CRA  CRA  CRA  CRA  CRA  CRA  CRA	12/15/2018 12/15/2018 12/15/2018 12/15/2018 12/15/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 16/12/2019 16/12/2019 16/12/2019 16/12/2019 16/12/2019 11/14/2019	1/30/2019 2/26/2019	061-15000-09 061-15000-09	19-030 19-027 19-016 19-027 19-016 19-022 19-048 20-003 19-035 19-041 19-041 19-053 19-041 20-007 10-005 20-011 005 20-011 10-02 13-002 13-002 13-002 13-011 13-001 15-043 14-112 15-113 15-113 15-1108	100   100	15 8 10 11 12 12 15 15 12 12 12 12 12 15 15 15 15 12 12 12 12 12 12 12 12 12 12 12 12 12	2006 2010 2012 2015 2015 2014 2017 2016 2014 2016 2018	12/31/2023 12/31/2020 12/31/2024 12/31/2024 12/31/2022 12/31/2022 12/31/2021 12/31/2023 12/31/2025 12/31/2025 12/31/2027	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	3/31/2001 9/1/2021 9/1/2021 9/30/2019 3/31/2021 3/31/2021 3/31/2020 1/38/2020 1/38/2020 1/38/2020 1/38/2020 11/30/2020 11/30/2020 11/30/2020 11/30/2020 11/30/2020 11/31/2020 11/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2021	11/6/2019  4/15/2020  5/6/2020  5/6/2020  12/31/2011  7/6/2007 1/12/2011 5/19/2011 1/28/2015 7/30/2015 8/31/2016 10/24/2013 7/29/2017 6/1/2017 7/7/2017	\$3,671,239  \$705,000 \$1,090,000 \$6,208,000 \$1,700,000 \$1,000,000 \$	\$1,100,082 \$838,568 \$25,453,273 \$565,000 \$1,250,000 \$1,4581,019 \$2,222,952 \$4,134,527 \$3,006,104 \$70,804,046 \$548,215 \$1,104,007 \$588,413 \$1,2,319,410	75 #Error! 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CONTINUE CON	Yes	ICMY 2806 LIC UAS LIC	EWH 2806 LLC Eden University 1540 EIm CRA 423 E. 138th Street Hubbard Radio Relocation Apollo Home Relocation Findlay Center 1733 EIm Street 1734 EIm Street 1735 EIM Street 1736 EIM STREET 1736 EIM STREET 1737 EIM STREET 1	LEED CRA  CRA  CRA  CRA  CRA  CRA  CRA  CRA	12/15/2018 12/15/2018 12/15/2018 12/15/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 11/4/2019	1,30/2019 2/26/2	061-15000-09 061-15000-09	19-030 19-027 19-016 19-022 19-048 20-008 20-003 19-035 19-054 19-054 19-053 19-054 20-007 10-005 20-011 20-011 20-011 20-011 31-002	100   100	15 8 10 12 12 15 15 12 12 12 12 15 15 15 15 17 15 17 17 18 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	2006 2010 2012 2015 2015 2014 2017 2016 2014 2016 2018	12/31/2023 12/31/2020 12/31/2024 12/31/2024 12/31/2022 12/31/2022 12/31/2021 12/31/2023 12/31/2025 12/31/2025 12/31/2027	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	3/31/2020 9/1/2021 9/1/2021 9/3/2021 9/3/2021 9/3/2021 9/3/2021 9/3/3/2021 3/3/1/2021 3/3/1/2020 12/31/2020 12/31/2020 12/31/2020 11/30/2020 12/31/2020 11/30/2020 12/31/2	11/6/2019  4/15/2020  5/6/2020  12/31/2011  7/6/2007 1/12/2011 5/19/2011 1/18/2015 7/30/2015 5/16/2014 11/3/2016 8/31/2016 10/24/2013 7/29/2015 2/27/2017 6/1/2017 7/7/2017	\$3,671,239  \$705,000 \$51,090,000 \$51,090,000 \$51,090,000 \$51,000,000 \$1,700,000 \$1,100,000 \$1,100,000 \$1,100,000 \$51,000,000 \$51,000,000 \$51,000,000 \$51,000,000 \$61,000,000 \$	\$1,100,082 \$1,100,082 \$1,100,082 \$1,100,082 \$1,100,000 \$1,158,100 \$1,158	75 WErrorl 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CONTINUE CON	Yes	ICMM 2806 LLC UAS LLC UAS LLC UAS LLC 1340 Elm LLC 423 East 13th Street, LLC Queen City Flats, LLC Queen City Flats, LLC 4338 Camberwell, LLC Findlay Center, LLC 1733 Elm St, LLC OTR Housing Group, LLC Links Unlimited Pendleton Development 1, LLC Seving, LLC	EWN 2806 LLC Eden University 1540 Elm CRA 423 E. 13th Street Hubbard Radio Relocation Apollo Home Relocation Findlay Center 1733 Elm Street 1733 Elm Street 1513 Republic Street - Non-LEED CRA Links Unilmited Relo/Expansion 526 E 12th CRA Cincinnati Gardens Site Redevelopment 303 Seitz St. 1714 Vine CRA Keidel Supply Company, Inc. Relocation Keidel Supply Company, Inc. Relocation Soo ELD ST CRA AUTORIA COMPANIAN CRA MAITON AND COMPANIAN CRA MAITON AT CALLED CRA Malton Art Gallery CRA Hildebrand/Hilmon Child Care Center Salvation Army Catherine Booth Residence Beasley Place - RRP CRA - 1500 Elm Street Cutter Historic Apartments GE Operations Center 3930 Spring Grove Barbaurora, LLC CRA - Sands Senior Apartments Children United, ILC 2650 Burnet Ave 3936 Spring Grove	LEED CRA	12/15/2018 12/15/2018 12/15/2018 12/15/2018 12/15/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 16/12/2019 16/12/2019 16/12/2019 16/12/2019 18/7/2019 11/14/2019	1/30/2019 2/26/2019 2/26/2019 2/26/2019 2/26/2019 2/26/2019 4/25/2019 4/25/2019 4/25/2019 4/25/2019 4/25/2019 4/25/2019 4/2019 4/2019 4/2019 4/2019 4/2019 4/2019 12/4/2019 12/4/2019 12/4/2019 12/4/2019 12/4/2019 12/3/2019 12/3/2019 12/3/2019 12/3/2019 12/3/2019 12/3/2019 12/3/2019 12/3/2019 12/3/2019 12/3/2019 12/3/2019 12/3/2019 12/3/2019 12/3/2013 10/1/2008	061-15000-09 061-15000-09	19-030 19-027 19-016 19-027 19-016 19-022 19-048 20-003 19-035 19-050 19-041 19-053 19-050 10-005 20-011 005 20-011 19-031 19-031 19-033 19-054 19-053 19-054 19-053 19-054 19-055 19-061 19-07	100   100	15	2006 2010 2012 2015 2015 2014 2017 2016 2014 2016 2018 2017	12/31/2023 12/31/2020 12/31/2024 12/31/2023 12/31/2023 12/31/2022 12/31/2021 12/31/2030 12/31/2030 12/31/2029 12/31/2029 12/31/2028	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	3/31/2020 9/1/2021 9/1/2021 9/30/2019 3/31/2021 3/31/2021 3/31/2020 1/38/2021 1/39/2020 1/38/2021 1/39/2020 1/39/2020 11/39/2020 11/39/2020 11/39/2020 11/39/2020 11/39/2020 11/39/2020 11/39/2020 12/31/2020 12/31/2021 12/31/20	11/6/2019  4/15/2020  5/6/2020  5/6/2020  12/31/2011  7/6/2007  1/1/2/2011  1/2/2015  7/30/2015  7/30/2015  10/24/2013  1/29/2013  2/27/2017  6/1/2017  1/1/2016  11/3/2016	\$3,671,239  \$705,000 \$1,090,000 \$6,208,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,100,000 \$1,100,000 \$1,100,000 \$1,100,000 \$1,100,000 \$1,102,010 \$1,102,010 \$1,102,010 \$1,102,010 \$1,102,010 \$1,102,010 \$1,102,010 \$1,102,010 \$1,002,010 \$	\$1,100,082 \$1,100	75 #Error! 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CONTINUE CON	Yes	ICMY 2806 LIC UAS LIC	EWH 2806 LLC Eden University 1540 EIm CRA 423 E. 138th Street Hubbard Radio Relocation Apollo Home Relocation Findlay Center 1733 EIm Street 1734 EIm Street 1735 EIM Street 1736 EIM Street 1737 EIM STREET 1	LEED CRA  CRA  CRA  CRA  CRA  CRA  CRA  CRA	12/15/2018 12/15/2018 12/15/2018 12/15/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 11/4/2019	1,30/2019 2/26/2	061-15000-09 061-15000-09	19-030 19-027 19-016 19-022 19-048 20-008 20-003 19-035 19-054 19-054 19-053 19-054 20-007 10-005 20-011 20-011 20-011 20-011 31-002	100   100	15	2006 2010 2012 2015 2015 2014 2017 2016 2014 2016 2018	12/31/2023 12/31/2020 12/31/2024 12/31/2024 12/31/2022 12/31/2022 12/31/2021 12/31/2023 12/31/2025 12/31/2025 12/31/2027	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	3/31/2020 9/1/2021 9/1/2021 9/20/2019 3/31/2021 5/31/2021 3/41/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 11/30/2020 12/31/2020 11/30/2020 12/31/2020 12/	11/6/2019  4/15/2020  5/6/2020  12/31/2011  7/6/2007 1/12/2011 5/19/2011 1/18/2015 7/30/2015 5/16/2014 11/3/2016 8/31/2016 10/24/2013 7/29/2015 2/27/2017 6/1/2017 7/7/2017	\$3,671,239  \$705,000 \$51,090,000 \$51,090,000 \$51,090,000 \$51,000,000 \$1,700,000 \$1,100,000 \$1,100,000 \$1,100,000 \$51,000,000 \$51,000,000 \$51,000,000 \$51,000,000 \$61,000,000 \$	\$1,100,082 \$1,100,082 \$1,100,082 \$1,100,082 \$1,100,000 \$1,158,100 \$1,158	75 WErrorl 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CONTINUE CON	Yes	LEWI 2806 LLC UAS LLC Sert, LLC UAS DEPARTMENT LLC Sert, LLC Sert, LLC UAS	EWN 2806 LLC Eden University 1540 Elm CRA 423 E. 13th Street Hubbard Radio Relocation Apollo Home Relocation Findlay Center 1733 Elm Street 1733 Elm Street 1513 Republic Street - Non-LEED CRA Links Unilmited Relo/Expansion 526 E 12th CRA Cincinnati Gardens Site Redevelopment 303 Seitz St. 1714 Vine CRA Keidel Supply Company, Inc. Relocation Keidel Supply Company, Inc. Relocation Soo ELD ST CRA AUTORIA COMPANIAN CRA MAITON AND COMPANIAN CRA MAITON AT CALLED CRA Malton Art Gallery CRA Hildebrand/Hilmon Child Care Center Salvation Army Catherine Booth Residence Beasley Place - RRP CRA - 1500 Elm Street Cutter Historic Apartments GE Operations Center 3930 Spring Grove Barbaurora, LLC CRA - Sands Senior Apartments Children United, ILC 2650 Burnet Ave 3936 Spring Grove	LEED CRA	12/15/2018 12/15/2018 12/15/2018 12/15/2018 12/15/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 16/12/2019 16/12/2019 16/12/2019 16/12/2019 18/7/2019 11/14/2019	1/30/2019 2/26/2019 2/26/2019 2/26/2019 2/26/2019 2/26/2019 4/25/2019 4/25/2019 4/25/2019 4/25/2019 4/25/2019 4/25/2019 4/2019 4/2019 4/2019 4/2019 4/2019 4/2019 12/4/2019 12/4/2019 12/4/2019 12/4/2019 12/4/2019 12/3/2019 12/3/2019 12/3/2019 12/3/2019 12/3/2019 12/3/2019 12/3/2019 12/3/2019 12/3/2019 12/3/2019 12/3/2019 12/3/2019 12/3/2019 12/3/2013 10/1/2008	061-15000-09 061-15000-09	19-030 19-027 19-016 19-027 19-016 19-022 19-048 20-003 19-035 19-050 19-041 19-053 19-050 10-005 20-011 005 20-011 19-031 19-031 19-033 19-054 19-053 19-054 19-053 19-054 19-055 19-061 19-07	100   100	15 8 8 10 10 12 12 12 12 12 12 12 12 12 12 12 12 12	2006 2010 2012 2015 2015 2014 2017 2016 2014 2016 2018 2017	12/31/2023 12/31/2020 12/31/2024 12/31/2023 12/31/2023 12/31/2022 12/31/2021 12/31/2030 12/31/2030 12/31/2029 12/31/2029 12/31/2028	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	3/31/2020 9/1/2021 9/1/2021 9/30/2019 3/31/2021 3/31/2021 3/31/2020 1/38/2021 1/39/2020 1/38/2021 1/39/2020 1/39/2020 11/39/2020 11/39/2020 11/39/2020 11/39/2020 11/39/2020 11/39/2020 11/39/2020 12/31/2020 12/31/2021 12/31/20	11/6/2019  4/15/2020  5/6/2020  5/6/2020  12/31/2011  7/6/2007  1/1/2/2011  1/2/2015  7/30/2015  7/30/2015  10/24/2013  1/29/2013  2/27/2017  6/1/2017  1/1/2016  11/3/2016	\$3,671,239  \$705,000 \$51,090,000 \$51,090,000 \$51,090,000 \$51,000,000 \$1,000,000 \$1,000,000 \$51,000,000	\$1,100,082 \$1,100	75 #Error! 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CONTINUE	Yes	ICMY 2806 LC UAS LLC UAS LLC UAS LLC 1430 EIM LC 423 East 13th Street, LLC Queen City Flats, LLC 4338 Camberwell, LLC Findlay Center, LLC 1733 EIM St, LLC 078 Housing Group, LLC Links Unlimited Pendleton Development I, LLC Seymour Industrial I, LLC Seltz, LLC 818 Covening Group, LLC Links Unlimited Pendleton Development I, LLC Seltz, LLC S	EWN 2806 LLC Eden University 1540 Elim CRA 423 E. 13th Street Hubbard Radio Relocation Apollo Home Relocation Findlay Center 1733 Elm Street 1734 Elm Street 1736 Elm Street 1736 Elm Street 1737 Elm Street 1737 Elm Street 1737 Elm Street 1737 Elm Street 1738 Elm Street 1739 Elm Street 1730 Elm Street 1	LEED CRA	12/15/2018 12/15/2018 12/15/2018 12/15/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 16/12/2019 16/12/2019 16/12/2019 16/12/2019 16/12/2019 18/7/2019 11/14/2019	1/30/2019 2/26/2019 2/26/2019 2/26/2019 2/26/2019 4/25/2019 4/25/2019 4/25/2019 4/25/2019 4/25/2019 4/2019 4/2019 4/2019 4/2019 4/2019 4/2019 4/2019 4/2019 4/2019 4/2019 4/2019 4/2019 4/2019 4/2019 4/2019 4/2019 1/2/2019	061-15000-09 061-15000-09	19-030 19-027 19-016 19-027 19-016 19-022 19-048 20-003 19-035 19-053 19-053 19-054 20-007 10-005 20-011 20	100   100	15 8 8 10 10 11 11 11 11 11 11 11 11 11 11 11	2006 2010 2012 2015 2015 2015 2014 2017 2016 2014 2016 2018 2017	12/31/2023 12/31/2020 12/31/2024 12/31/2023 12/31/2023 12/31/2022 12/31/2021 12/31/2020 12/31/2029 12/31/2028	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	3/31/2020 9/1/2021 9/1/2021 9/30/2019 3/31/2021 5/31/2021 3/1/2020 1/2/31/2020 1/2/31/2020 1/3/31/2020 1/3/31/2020 1/3/31/2020 1/3/31/2020 1/3/31/2020 1/3/31/2020 1/3/31/2020 1/3/31/2020 1/3/31/2020 1/3/31/2020 1/3/31/2020 1/3/31/2020 1/3/31/2020 1/3/31/2020 1/3/31/2020 1/3/31/2020 1/3/31/2021 1/3/31/2020 1/3/31/20	11/6/2019  4/15/2020  5/6/2020  5/6/2020  12/31/2011  1/2/31/2011  1/2/2011  1/2/2011  1/2/2015  5/16/2014  11/3/2016  10/24/2013  1/29/2015  2/27/2017  1/1/2017  11/4/2016  11/3/2016  3/6/2018	\$3,671,239  \$705,000 \$51,990,000 \$51,990,000 \$56,208,000 \$1,700,000 ###############################	\$1,100,082 \$1,100,082 \$1,100,082 \$1,250,000 \$1,250,000 \$1,250,000 \$1,250,000 \$1,250,000 \$1,250,000 \$1,100	75 #Errorl 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CONTINUE CON	Yes	LEWI 2806 LLC UAS LLC Seynour industrial 1, LLC Seynour industrial 1, LLC Seynour industrial 1, LLC Sett, LLC SRC Development Company, LLC Keidel Supply Company inc. Keidel Supply Company inc. Keidel Supply Company inc. Was Lec LLC UAS LL	EWH 2806 LIC Eden University 1540 Elm CRA 423 E. 13th Street Hubbard Radio Relocation Apollo Home Relocation Findlay Center 1733 Elm Street 1734 Elm Street 1738 Elm Street 17	LEED CRA  CRA  CRA  CRA  CRA  CRA  CRA  CRA	12/15/2018 12/15/2018 12/15/2018 12/15/2019 14/7/2019 14/7/2019 14/7/2019 14/7/2019 14/7/2019 14/7/2019 14/7/2019 14/7/2019 14/7/2019 14/7/2019 14/7/2019 14/7/2019 14/7/2019 14/7/2019 11/14/2019	1,30/2019 2/26/2	061-15000-09 061-15000-09	19-030 19-027 19-016 19-027 19-016 19-027 19-048 20-008 20-003 19-035 19-050 19-041 19-053 19-054 20-007 10-005 20-011 20	100   100	15 8 8 10 10 12 12 12 12 12 12 12 12 12 12 12 12 12	2006 2010 2012 2015 2015 2015 2014 2017 2016 2014 2016 2018 2017 2018 2017	12/31/2023 12/31/2020 12/31/2024 12/31/2024 12/31/2021 12/31/2021 12/31/2021 12/31/2021 12/31/2025 12/31/2029 12/31/2029 12/31/2029 12/31/2029	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	3/31/2020 9/1/2021 9/1/2021 9/5/0/2019 3/31/2021 5/31/2021 3/41/2020 12/31/2020 12/31/2020 3/31/2020 12/31/2020 3/31/2020 3/31/2020 3/31/2020 11/30/2020 12/31/2020 11/30/2020 12/31/2020 1	11/6/2019  4/15/2020  5/6/2020  5/6/2020  12/31/2011  1/8/2015  5/16/2007  1/12/2011  1/8/2015  7/30/2015  5/16/2014  11/3/2016  10/24/2013  7/29/2015  6/1/2017  7/7/2017  11/4/2016  3/6/2018  5/15/2018  5/15/2018	\$3,671,239  \$705,000 \$1,090,000 \$51,090,000 \$51,090,000 \$51,000,000 \$1,000,000 \$1,100,000 \$1,100,000 \$1,100,000 \$1,100,000 \$1,100,000 \$1,116,000 \$1,116,000 \$1,100,000 \$1,100,000 \$1,100,000 \$1,000,00	\$1,100,082 \$838,568 \$25,453,273 \$565,000 \$11,250,000 \$14,581,019 \$2,222,952 \$4,134,527 \$3,606,104 \$70,004,046 \$548,215 \$1,104,007 \$588,413 \$12,319,410 \$371,465 \$504,720 \$956,959 \$23,0770 \$1,040,000	75 #Errorl 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CONTINUE CON	Yes	ICMY 2806 LIC UMS LIC UMS LIC UMS LIC UMS LIC UMS LIC UMS LIC USEN 13th Street, LLC Queen City Flatts, LLC 4338 Camberwell, LLC Findlay Center, LLC JT38 Ilm St, LLC UMS LIC U	EWH 2806 LLC Eden University 1340 EIm CRA 423 E. 134th Street Hubbard Radio Relocation Apollo Home Relocation Findlay Center 1733 EIm Street 1733 Seitz St. 1734 Vine CRA Links Unlimited Relo/Expansion 256 E. 12th CRA Cincinnati Gardens Site Redevelopment 303 Seitz St. 1714 Vine CRA Keidel Supply Company, Inc. Relocation Keidel Supply Company, Inc. Relocation S09 E12 ST CRA 222-226 Mohawk CRA McMillian Manor LLC CRA Malton Art Gallery CRA Hildebrand/Hilmon Child Care Center Salvation Army Catherine Booth Residence Beasley Place - RRP CRA - 1500 EIm Street Cutter Historic Apartments GE Operations Center 3930 Spring Grove BarbAurora, LLC CRA - Sands Senior Apartments Children United, ILC 2550 Burnet Ave 3936 Spring Grove 312 El Clifton Ave 322 Riverside Dr - CRA Roselawn Center Renovation 1531 EIm, 1533 Elm, 1533 Pleasant	LEED CRA	12/15/2018 12/15/2018 12/15/2018 12/15/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 16/12/2019 16/12/2019 16/12/2019 16/12/2019 16/12/2019 16/12/2019 11/14/2019	1,30/2019 2,76/2019 2,76/2019 2,76/2019 4,75/2019 4,75/2019 4,75/2019 4,75/2019 4,75/2019 4,75/2019 4,76/2	061-15000-09 061-15000-09	19-030 19-027 19-016 19-027 19-016 19-022 19-048 20-003 19-033 19-035 19-053 19-053 19-054 19-050 19-041 19-053 19-054 19-053 19-054 19-053 19-054 19-053 19-054 19-053 19-054 19-053 19-054 19-053 19-054 19-055 19-062 19-063	100   100	15	2006 2010 2012 2015 2015 2015 2014 2017 2016 2014 2016 2018 2017	12/31/2023 12/31/2020 12/31/2024 12/31/2023 12/31/2023 12/31/2022 12/31/2021 12/31/2020 12/31/2029 12/31/2028	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	3/31/2020 9/1/2021 9/1/2021 9/1/2021 9/1/2021 9/3/2021 9/3/2021 9/3/2021 3/3/1/2021 3/1/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020 11/30/2020	11/6/2019  4/15/2020  5/6/2020  5/6/2020  12/31/2011  1/2/31/2011  1/2/2011  1/2/2011  1/2/2015  5/16/2014  11/3/2016  10/24/2013  1/29/2015  2/27/2017  1/1/2017  11/4/2016  11/3/2016  3/6/2018	\$3,671,239  \$705,000 \$51,900,000 \$51,900,000 \$56,208,000 \$1,700,000 ###############################	\$1,100,082 \$1,100,082 \$1,100,082 \$1,250,000 \$1,250,000 \$1,250,000 \$1,250,000 \$1,250,000 \$1,250,000 \$1,100	75 WErrorl 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CONTINUE CON	Yes	INM 2806 LIC UAS LIC UAS LIC UAS LIC UAS LIC 1340 Elm LIC 423 East 13th Street, LLC Queen City Flats, LLC 423 East 13th Street, LLC Queen City Flats, LLC 4338 Camberwell, LLC Findlay Center, LLC 1733 Elm St, LLC 07R Housing Group, LLC Links Unlimited Pendleton Development 1, LLC Sevenuor Industrial 1, LLC Settz, LLC 381 Cevelopment Company, LLC Keidel Supply Company Inc. Keidel Supply Company Inc. Keidel Supply Company Inc. Weidel Supply Company Inc. Sold Els St, LLC 222 Mohawk LLC 222 Mohawk LLC Salvation Army Catherine Booth Residence LP Beasley Place LLC Over-the-Rhine Community Housing Cutter Historic Apartments, LLC General Electric South Block Properties, Ltd. South Block Properties, Ltd. South Block Properties, LLC Youthland Academy Sterling Medical Corporation South Block Passe V, LLC Andante Housing, LLC Motzer Properties LLC KAAPS 7364, LLC OTR Housing Group, LLC Cincinnati Scholar House LP	EWN 2806 LLC Eden University 1540 Elm CRA 423 E. 13th Street Hubbard Radio Relocation Applio Home Relocation Findlay Center 1733 Elm Street 11518 Republic Street - Non-LEED CRA Links Unilmted Relo/Expansion 526 E 12th CRA Cincinnati Gardens Site Redevelopment 303 Seitz St 1714 Vine CRA Keidel Supply Company, Inc. Relocation Keidel Supply Company, Inc. Relocation Sol E1 2ST CRA 222-226 Mohawk CRA Malton Art Gallery CRA Hildebrant/Hilmon Child Care Center Salvation Army Catherine Booth Residence Beasley Place - RRP CRA - 1500 Elm Street Cutter Historic Apartments GE Operations Center 3930 Spring Grove 3929 Spring Grove 8arbAurora, LLC CRA - Sands Senior Apartments Children United, ILC 2650 Burnet Ave 3936 Spring Grove 512 Elifton Ave 512 Elifton Ave 512 Elifton Ave 512 Elifton Ave 512 Elift In 1533 Elm, 1533 Pleasant Cincinnati Scholar House	LEED CRA  CRA  CRA  CRA  CRA  CRA  CRA  CRA	12/15/2018 12/15/2018 12/15/2018 12/15/2018 12/15/2019 14/3/2019	1/30/2019 2/26/2019	061-15000-09 061-15000-09	19-030 19-027 19-016 19-027 19-016 19-027 19-018 20-008 20-003 19-035 19-041 19-035 19-041 19-053 19-041 19-055 20-017 10-005 20-011 10-005 20-011 10-005 11-002 13-002 13-001 15-003 14-112 15-110 15-108 15-110 17-010 19-029 19-021 16-008 16-008 16-008 11-009 19-021 16-008	100   100	15	2006 2010 2012 2015 2015 2015 2014 2017 2016 2014 2016 2018 2017 2018 2017	12/31/2023 12/31/2020 12/31/2024 12/31/2024 12/31/2021 12/31/2021 12/31/2021 12/31/2021 12/31/2025 12/31/2029 12/31/2029 12/31/2029 12/31/2029	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	3/31/2001 9/1/2021 9/1/2021 9/1/2021 9/1/2021 9/3/3/1/2021 3/3/1/2021 3/3/1/2021 3/3/1/2020 1/3/3/2016 1/3/3/2016	11/6/2019  4/15/2020  5/6/2020  5/6/2020  12/31/2011  1/8/2015  5/16/2007  1/12/2011  1/8/2015  7/30/2015  5/16/2014  11/3/2016  10/24/2013  7/29/2015  6/1/2017  7/7/2017  11/4/2016  3/6/2018  5/15/2018  5/15/2018	\$3,671,239  \$705,000 \$1,090,000 \$51,090,000 \$51,090,000 \$51,000,000 \$1,000,000 \$1,100,000 \$1,100,000 \$1,100,000 \$1,100,000 \$1,100,000 \$1,116,000 \$1,116,000 \$1,100,000 \$1,100,000 \$1,100,000 \$1,000,00	\$1,100,082 \$838,568 \$25,453,273 \$565,000 \$11,250,000 \$14,581,019 \$2,222,952 \$4,134,527 \$3,606,104 \$70,004,046 \$548,215 \$1,104,007 \$588,413 \$12,319,410 \$371,465 \$504,720 \$956,959 \$23,0770 \$1,040,000	75 #Error! 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CONTINUE	Yes	ICMY 2806 LIC UMS CHE UMS LIC UMS CHE UMS LIC UMS CHE UMS LIC	EWN 2806 LLC Eden University 1340 EIm CRA 423 E. 138th Street Hubbard Radio Relocation Apollo Home Relocation Findlay Center 1733 EIm Street 1733 Seitz St 1734 Vine CRA Links Unlimited Relo/Expansion 256 E 12th CRA Cincinnati Gardens Site Redevelopment 303 Seitz St 1714 Vine CRA Keidel Supply Company, Inc. Relocation Reidel Supply Company, Inc. Relocation Reidel Suppli Company Reidel Suppli Comp	LEED CRA  CRA  CRA  CRA  CRA  CRA  CRA  CRA	12/15/2018 12/15/2018 12/15/2018 12/15/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 14/3/2019 13/3/2019 13/4/2019	1,30/2019 2,76/2	061-15000-09 061-15000-09	19-030 19-027 19-016 19-027 19-016 19-022 19-048 20-008 20-003 19-035 19-050 19-041 19-053 19-054 20-007 10-005 20-011 20	100   100	15	2006 2010 2012 2015 2015 2015 2014 2017 2016 2014 2016 2018 2017 2018 2017	12/31/2023 12/31/2020 12/31/2024 12/31/2024 12/31/2021 12/31/2021 12/31/2021 12/31/2021 12/31/2025 12/31/2029 12/31/2029 12/31/2029 12/31/2029	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	3/31/2020  9/1/2021  9/1/2021  9/1/2021  9/1/2021  9/3/2021  9/3/2021  9/3/2021  9/3/3/2021  9/3/3/2021  3/3/1/2021  3/3/1/2021  3/3/1/2020  1/3/3/2020  12/31/2020  1/3/31/2020  1/3/31/2020  1/3/31/2020  1/3/31/2020  1/3/31/2020  1/3/31/2020  1/3/31/2021  1/3/31/2031	11/6/2019  4/15/2020  5/6/2020  5/6/2020  12/31/2011  1/8/2015  5/16/2007  1/12/2011  1/8/2015  7/30/2015  5/16/2014  11/3/2016  10/24/2013  7/29/2015  6/1/2017  7/7/2017  11/4/2016  3/6/2018  5/15/2018  5/15/2018	\$3,671,239  \$705,000 \$1,700,000 \$51,900,000 \$51,000,000 \$1,700,000 \$1,700,000 \$1,700,000 \$1,700,000 \$1,700,000 \$1,700,000 \$1,700,000 \$1,700,000 \$1,116,400 \$56,595,000 \$51,92,614 \$55,000,000 \$1,134,001 \$1,000,001 \$1,000,000	\$1,100,082 \$838,568 \$25,453,273 \$565,000 \$11,250,000 \$14,581,019 \$2,222,952 \$4,134,527 \$3,606,104 \$70,004,046 \$548,215 \$1,104,007 \$588,413 \$12,319,410 \$371,465 \$504,720 \$956,959 \$23,0770 \$1,040,000	75 WErrorl 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CONTINUE CON	Yes	INM 2806 LIC UAS LIC UAS LIC UAS LIC UAS LIC 1340 Elm LIC 423 East 13th Street, LLC Queen City Flats, LLC 423 East 13th Street, LLC Queen City Flats, LLC 4338 Camberwell, LLC Findlay Center, LLC 1733 Elm St, LLC 07R Housing Group, LLC Links Unlimited Pendleton Development 1, LLC Sevenuor Industrial 1, LLC Sett, LLC 381 Cevelopment Company, LLC Keidel Supply Company Inc. Keidel Supply Company Inc. Keidel Supply Company Inc. Weidel Supply Company Inc. Sett, LLC 381 Cevelopment Company, LLC Xeidel Supply Company Inc. Setted Supply Company Inc. Su	EWN 2806 LLC Eden University 1540 Elm CRA 423 E. 13th Street Hubbard Radio Relocation Applio Home Relocation Findlay Center 1733 Elm Street 11518 Republic Street - Non-LEED CRA Links Unilmted Relo/Expansion 526 E 12th CRA Cincinnati Gardens Site Redevelopment 303 Seitz St 1714 Vine CRA Keidel Supply Company, Inc. Relocation Keidel Supply Company, Inc. Relocation Sol E1 2ST CRA 222-226 Mohawk CRA Malton Art Gallery CRA Hildebrant/Hilmon Child Care Center Salvation Army Catherine Booth Residence Beasley Place - RRP CRA - 1500 Elm Street Cutter Historic Apartments GE Operations Center 3930 Spring Grove 3929 Spring Grove 8arbAurora, LLC CRA - Sands Senior Apartments Children United, ILC 2650 Burnet Ave 3936 Spring Grove 512 Elifton Ave 512 Elifton Ave 512 Elifton Ave 512 Elifton Ave 512 Elift In 1533 Elm, 1533 Pleasant Cincinnati Scholar House	LEED CRA  CRA  CRA  CRA  CRA  CRA  CRA  CRA	12/15/2018 12/15/2018 12/15/2018 12/15/2018 12/15/2019 14/3/2019	1/30/2019 2/26/2019	061-15000-09 061-15000-09	19-030 19-027 19-016 19-027 19-016 19-027 19-018 20-008 20-003 19-035 19-041 19-035 19-041 19-053 19-041 19-055 20-017 10-005 20-011 10-005 20-011 10-005 11-002 13-002 13-001 15-003 14-112 15-110 15-108 15-110 17-010 19-029 19-021 16-008 16-008 16-008 11-009 19-021 16-008	100   100	15	2006 2010 2012 2015 2015 2015 2014 2017 2016 2014 2016 2018 2017 2018 2017	12/31/2023 12/31/2020 12/31/2024 12/31/2024 12/31/2021 12/31/2021 12/31/2021 12/31/2021 12/31/2025 12/31/2029 12/31/2029 12/31/2029 12/31/2029	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	3/31/2001 9/1/2021 9/1/2021 9/1/2021 9/1/2021 9/3/3/1/2021 3/3/1/2021 3/3/1/2021 3/3/1/2020 1/3/3/2016 1/3/3/2016	11/6/2019  4/15/2020  5/6/2020  5/6/2020  12/31/2011  1/8/2015  5/16/2007  1/12/2011  1/8/2015  7/30/2015  5/16/2014  11/3/2016  10/24/2013  7/29/2015  6/1/2017  7/7/2017  11/4/2016  3/6/2018  5/15/2018  5/15/2018	\$3,671,239  \$705,000 \$51,900,000 \$51,900,000 \$56,208,000 \$1,700,000 ###############################	\$1,100,082 \$838,568 \$25,453,273 \$565,000 \$11,250,000 \$14,581,019 \$2,222,952 \$4,134,527 \$3,606,104 \$70,004,046 \$548,215 \$1,104,007 \$588,413 \$12,319,410 \$371,465 \$504,720 \$956,959 \$23,0770 \$1,040,000	75 #Error! 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

CONTINUE	No	12 E Court Street, LLC	12 E. Court CRA	LEED CRA	10/16/2019	11/10/2019	061-15000-09	20-002	100	15				4/1/2021			\$734,500		0
CONTINUE		Jackson Investors 2019, LLC	1225-1227 Jackson Street	LEED CRA	8/7/2019	9/16/2019	061-15000-09	19-047	100	15				12/31/2020			\$5,556,920	\$1,797,668	32
MODIFY	Yes	Film Center, LLC	Film Center	CRA	3/16/2016	1/23/2017	061-15000-09	18-012	100	12	2019	12/31/2030	#	12/31/2018	6/1/2018	8/23/2019	\$9,383,384	\$5,961,144	64
MODIFY	Yes	Kauffman Vine LLC	1725 Vine Street	LEED CRA	6/28/2017	11/16/2017	061-15000-09	19-049	100	12			\$0	6/30/2018			\$2,669,150	\$350,000	13
MODIFY	No	Porch Swing Properties, LLC	1612 Elm Redevelopment	CRA	1/29/2014	2/20/2014	061-15000-09	14-005	100	12			\$0	6/30/2019			\$250,000		0
MODIFY	No	3MG Properties LTD	1607 Main	CRA	6/29/2016	8/1/2016	061-15000-09	16-047	100	12			\$0	12/31/2019			\$850,000		0
MODIFY	No	Custom Pro Logistics	Custom Pro Logistics - JCTC & CRA	CRA	2/23/2017	4/12/2018	061-15000-09	18-021	100	12			\$0	12/1/2018	9/11/2019		\$650,000	\$875,000	135
MODIFY	No	Condominium Holdings, LLC	116 W 15th Street	CRA	5/24/2017	7/21/2017	061-15000-09	19-044	100	12				12/31/2019			\$660,428		0
MODIFY	No	Condominium Holdings, LLC	1505 Race	CRA	5/24/2017	7/21/2017	061-15000-09	19-045	100	10			\$0	12/31/2019			\$630,544		0
MODIFY	No	1228 McMillan, LLC	1228 E. McMillan (Williams YMCA)	CRA	6/7/2017	8/2/2017	061-15000-09	18-004	100	12			\$0	12/31/2019			\$3,000,000		0
MODIFY	No	Allston Place LLC	4016 Allston Place Commercial CRA	CRA	6/14/2017	7/21/2017	061-15000-09	19-023	67	12			\$0	3/31/2018			\$960,000		0
MODIFY	No	Neyer Holdings, Inc.	130-132 E. 6th Street	LEED CRA	6/21/2017	8/2/2017	061-15000-09		100	12			\$0	10/31/2017			\$3,500,000		0
MODIFY	No	Neyer Holdings, Inc.	126-128 E. 6th Street	LEED CRA	6/21/2017	8/2/2017	061-15000-09		100	12			\$0	12/31/2019			\$8,500,000		0
MODIFY	No	Court & Walnut, LLC	Court & Walnut	CRA	6/28/2017	8/23/2017	061-15000-09	18-019	100	15			\$0	12/31/2019			\$8,917,500		0
MODIFY	No	233 Gilman, LLC	225 Gilman	LEED CRA	9/13/2017	10/20/2017	061-15000-09	18-009	100	12			\$0	3/31/2020			\$350,000		0
MODIFY	No	1737 Vine, LLC	1737 Vine Street CRA	CRA	9/13/2017	3/30/2018	061-15000-09	19-018	100	12			\$0	9/30/2019			\$1,200,000		0
MODIFY	No	Azeotropic Partners, LLC	1301 Walnut St_ Residential	CRA	12/20/2017	3/2/2018	061-15000-09	18-024	100	10			\$0	12/31/2019			\$4,245,567		0
MODIFY	No	Azeotropic Partners, LLC	1301 Walnut St_ Commercial	CRA	12/20/2017	2/28/2018	061-15000-09	18-023	100	15			\$0	5/31/2020			\$1,878,979		0
MODIFY	No	OTR Holdings, Inc.	1501 Vine Street	CRA	2/7/2018	3/20/2018	061-15000-09	18-018	100	12			\$0	8/31/2019	2/11/2020		\$1,127,950	\$1,392,948	123
MODIFY	No	Mrs. Pig, LLC	Mrs. Pig (109 W Elder)	CRA	2/22/2018	3/23/2018	061-15000-09	19-043	80	10				2/1/2020			\$437,500	\$495,000	113
MODIFY	No	Ranger Community Group, LLC	1035 Dayton	CRA	6/13/2018	7/10/2018	061-15000-09		100	12				7/31/2019			\$601,000		0
MODIFY	No	Cincinnati Brewery District Apartments, LLC	1906 Elm Street	CRA	6/27/2018	9/11/2018	061-15000-09	19-063	100	12			\$0	12/31/2019			\$1,582,000		0
MODIFY	No	Race and Vine Offices, LLC	Race and Vine Offices	CRA	10/10/2018	10/15/2018	061-15000-09	19-062	100	10				12/31/2019			********		0
MODIFY	No	2347 Reading Road, LLC	2347 Reading Road, LLC	CRA	11/15/2018	11/16/2018	061-15000-09	19-001	100	15			\$0	12/31/2019			\$8,393,194	\$4,900,000	58
MODIFY	No	Building #1, LLC	100 E. Clifton, 101 & 105 Peete Renovation	LEED CRA	12/5/2018	12/17/2018	061-15000-09	19-064	100	12			\$0	4/30/2020			\$2,645,500		0
MODIFY	No	Alto Properties, LLC	6087 Montgomery Road	LEED CRA	12/12/2018	5/31/2019	061-15000-09	19-032	100	12				6/30/2019			\$305,100		0
MODIFY	No	Wooster Development, Ltd.	Prus Construction Expansion	CRA	1/30/2019	5/18/2019	061-15000-09	19-024	100	12		12/31/2031		4/1/2020			\$3,830,500		0
MODIFY	No	1629 Citadel LLC	2346 Boone CRA	CRA	2/13/2019	3/1/2019	061-15000-09	19-025	100	8				2/28/2020			\$552,261		0
MODIFY	No	Nation Worldwide, LLC	Nation Kitchen and Bar	CRA	2/13/2019	8/6/2019	061-15000-09	20-000	100	12				3/31/2020			\$1,000,000		0
MODIFY	No	Price Hill Will	Masonic Lodge - Incline Arts & Events Ctr	CRA	5/11/2019	6/12/2019	061-15000-09	20-010	100	12				3/31/2020			\$6,531,616		0
MODIFY	No	OTR Dispensaries, LLC	1902 Colerain - CRA	CRA	6/26/2019	7/22/2019	061-15000-09	19-037	100	9				12/31/2019			\$134,000		0
MODIFY	No	Solica Construction	722 E McMillan	CRA	6/26/2019	10/22/2019	061-15000-09	20-009	100	12				5/31/2020			\$1,300,000		0
MODIFY	No	793 E McMillan, LLC	Comfort Station	CRA			061-15000-09	18-033	100	15			\$0	12/31/2019			\$650,000		0
TERMINATE	Yes	Children's Hospital Medical Center	Herald Building LEED-CRA	LEED CRA	2/13/2008	2/29/2008	061-15000-01	08-001	100	15	2009	12/31/2023	#	12/31/2008	8/31/2009	8/31/2009	\$7,780,000	\$7,286,221	94
TERMINATE	Yes	Red Bank Crossing II, LLC	Red Bank Crossing II LEED-CRA	LEED CRA	4/26/2008	4/14/2008	061-15000-09	08-002	100	12	2008	12/31/2019	#	2/1/2010	2/1/2010	2/1/2010	\$600,000	\$1,879,362	313
TERMINATE	Yes	Race, Republic & Green, LLC	Friar's Court - Race, Republic, & Green	CRA	2/9/2011	3/18/2011	061-15000-09	16-016	100	8	2012	12/31/2019		6/30/2011	3/20/2012	1/24/2013	\$1,825,723	\$2,050,000	112
TERMINATE	Yes	Meyer Tool Inc	Meyer Tool Expansion (CRA & JCTC)	CRA	6/26/2012	8/20/2012			100	15	2013	12/31/2018	\$0	12/31/2013			\$2,000,000		0
TERMINATE	Yes	4021 Eastern Avenue, LLC	Jackson Theater Renovation	CRA	2/6/2013	12/23/2013	061-15000-09	13-102	100	6	2014	12/31/2019		12/31/2013	7/24/2013	9/9/2016	\$490,000	\$492,858	101
TERMINATE	Yes	CCM Realty Holding Company, LLC	Clifton Market - CRA Tax Abatement	CRA	12/9/2015	2/22/2016	061-15000-09	16-023	100	12	2017	12/31/2028		9/30/2016	2/2/2017	2/7/2019	\$1,063,000	\$1,456,029	137
TERMINATE	No	Elm Street Ventures, LLC	Elm Street Ventures, LLC	LEED CRA	4/29/2014	10/7/2014	061-15000-09	14-106	100	12	2015	12/31/2026	- "	12/31/2014	12/30/2015	5/20/2019	\$1,200,000	\$1,648,829	137
TERMINATE	No	100 Findlay, LLC	100 Findlay	CRA	11/12/2015	2/16/2016			100	8			\$0	12/31/2016			\$480,000		0

159

Current Year TIRC Disposition	Organization Legal Name	Project Name	Job Creation Period End Date	Jobs Created Commitment	Jobs Created 2019	Jobs Created Payroll 2019	Jobs Retained Commitment	Jobs Retained 2019	Jobs Retained Payroll 2019	Compliant in 2019? Jo	bs Explanation 2019
CONTINUE	Corryville Community Development Corporation	Stetson Square (University Village) CRA	1/1/2008	5	7	\$290,716	0	0	\$0	Yes	
CONTINUE	Machine Flats, LLC	3301 Colerain - Middle Earth	5/9/2008	1	1	\$52,000	0	0	\$0		
CONTINUE	Uptown Rental Properties LLC	260 East University CRA	5/16/2006	0	0	\$0	0	0	\$0	Yes	
CONTINUE	Wooster Park Office Condominium Association	Wooster Park office condos CRA	10/4/2009	48	53	\$5,147,230	0	0	\$0	Yes	
CONTINUE	RD America Inc.	Restaurant Depot CRA	3/23/2010	40	54	\$1,986,476	0	0	\$0	Yes	
CONTINUE	Stratford Companies	Senior Star - Assisted Living CRA	10/26/2010	108	0	\$0	0	219	\$6,389,518	Yes	
CONTINUE	2718 Observatory Partners LLC	2718 Observatory Avenue CRA	6/27/2010	50	21	\$2,944,732	0	21	\$2,944,732	Yes	
CONTINUE	KMS Realty, LTD	Skyline Chili CRA (Walnut Hills)	1/29/2011	4	0	\$0	0	0	\$0	Yes	
CONTINUE	Towne Properties	DeSales Apartments II CRA	11/1/2011	3	3	\$79,228	0	0	\$0	Yes	
CONTINUE	Burke Inc.	Burke, Inc.	5/7/2012	0	61	\$12,710,656	125	125	\$8,500,000	Yes	
CONTINUE	La Caisse, Inc.	KZF Design Relocation to 700 Broadway	12/31/2012	75	67	\$7,263,595	0	0	\$0	Yes	
CONTINUE	DeVotie Hall Association	DeVotie Hall Renovation and Addition		0	0	\$0	0	0	\$0	Yes	
CONTINUE	Medpace Inc.	RBM Dev/ 100 Medpace Way	12/1/2009	169	1349	\$107,759,665	0	0	\$0	Yes	
CONTINUE	Forest Square Apartments Limited Partnership	Forest Square Senior Apartments	12/31/2010	0	3	\$42,462	0	0	\$0	Yes	
CONTINUE	MTK, Inc.	Q Laboratories Expansion CRA	12/31/2013	7	35	\$1,426,000	0	27	\$1,100,000	Yes	
CONTINUE	Christian Moerlein Brewing Co.	Christian Moerlein at The Banks	9/10/2013	208	125	\$2,536,000	0	131	\$2,534,849	Yes	
CONTINUE	Links Unlimited	Links Unlimited	9/7/2013	4	45	\$2,353,686	29	29	\$1,726,800	Yes	
CONTINUE	Gamma Xi 21, Inc.	Delta Tau Delta Fraternity House	5/14/2013	0	0	\$0	0	0	\$0	Yes	
CONTINUE	1415 Vine, LLC	Gateway IV	8/20/2013	22	20.71	\$451,650	0	0	\$0		
CONTINUE	1400 Race, LLC	1400 Race Street	8/23/2013	111	108.12	\$8,089,930	0	0	\$0	Yes	
CONTINUE	Fay Limited Partnership	Wallick-Stern-Hendy Properties -Fay Apts	9/17/2013	0	0	\$0	22	19	\$1,043,379	Yes	
CONTINUE	Eagle Realty Group, LLC	Phelps Apt Convrsn to Courtyard Marriot	2/2/2013	33	45	\$1,807,037	0	0	\$0	Yes	
	65 West LLC	65 West-LEED CRA	12/31/2014	1	0	\$0	0	0	\$0		
CONTINUE	Bluerock Lofts, LLC	Northside American Can/Factory Square	7/2/2013	5	4	\$177,000	0	0	\$0	Yes	
CONTINUE	Highland MOB, LLC	Highland MOB, LLC	12/31/2011	50	0	\$0	0	0	\$0	Yes	
CONTINUE	Urban Sites	9487 Dry Fork Rd, LLC	6/14/2014	3	2	\$49,920	0	0	\$0	Yes	
CONTINUE	Sky Lofts LLC	The Edge	9/14/2010	0	237	\$11,850,000	0	200	\$10,000,000	Yes	
CONTINUE	Aegis Protective Services	3033 Robertson Ave.	12/31/2014	30	430	\$15,000,000	0	140	\$5,000,000	Yes	
CONTINUE	ACG Federal Reserve, LLC	The Reserve	12/31/2015	1	1	\$0	0	1	\$44,000	Yes	
CONTINUE	Jefferson Ventures, LLC	Jefferson Ventures	12/27/2011	0	0	\$0	0	0	\$0	Yes	
CONTINUE	CBD Holdings	114-118 E 6th Street	5/24/2014	130	151	\$3,289,072	0	0	\$0	Yes	
CONTINUE	CBD Holdings	122 E 6th Street	5/24/2014	35	15.03	\$684,170	0	0	\$0		
CONTINUE	NBDC I, LLC	Hildebrant/Hilmon Child Care Center	5/19/2014	40	40	\$665,000	0	0	\$0	Yes	
	Woodburn Pointe, LLC	Woodburn Pointe	1/31/2012	0	0	\$0	0	0	\$0		
CONTINUE	5011 Kenwood, LLC	Camargo Capital Renovation	3/4/2016	12	12	\$550,000	0	0	\$0	Yes	
CONTINUE	OTR Predevelopment LLC	Color Building CRA	4/4/2016	40	29.15	\$1,420,156	0	0	\$0	Yes	
CONTINUE	Electronic Ark, LLC	222 East 14th Street	2/16/2019	14	15	\$15	0	2	\$2		
CONTINUE	Elberon Senior Apartments	Elberon	5/4/2012	0	0	\$0	0	4	\$51,923	Yes	
CONTINUE	Daffin Investments Ohio, LLC	Youthland on Glenway Avenue	12/27/2015	13	18	\$4,000,000	0	0	\$0		
CONTINUE	Medpace Inc.	200 Medpace Way - Bldg 2	3/12/2016	36	254	\$16,206,008	0	0	\$0		
CONTINUE	Medpace Inc.	300 Medpace Way - Bldg 3	8/15/2015	25	54	\$4,064,282	0	0	\$0		
CONTINUE	Hallmark Student Housing Cincinnati, LLC	University Edge Cincinnati I LEED-CRA	6/15/2014	3	4	\$159,595	0	0	\$0	Yes	
CONTINUE	SV Apartments, LLC	Benchmark and Euclid Square Apartments	10/17/2015	1	0	\$0	0	0	\$0		
CONTINUE	Hallmark Student Housing Cincinnati II, LLC	University Edge Cincinnati II, LEED CRA	6/21/2016	1	4	\$159,595	0	0	\$0		
	Superior Automotive dba Superior Honda	4777 Spring Grove, LLC	1/27/2017	6	17	\$1,112,600	0	65	\$3,153,000		
	North Rhine Heights Limited Partnership	North Rhine Heights LEED-CRA	5/31/2012	0	0	\$0	0	0	\$0		
CONTINUE	HCII-237 William Howard Taft Road, LLC	Taft Offices, LLC - LEED-CRA	9/11/2015	0	0	\$0	0	0	\$0		
CONTINUE	Spring Grove Holdings, LLC	Mercer Supply Relocation	11/30/2015	12	28	\$700,000	0	8	\$300,000		
	St. Paul Village II Limited Partnership	Saint Paul Village II	4/12/2013	0	0	\$0	0	4	\$174,128		
CONTINUE	Usquare, LLC	CUF U-Square @ The Loop	7/22/2013	3	4	\$159,375	0	0	\$0		
CONTINUE	BAM Realty Group, LLC	4426 Brazee Street	12/31/2015	3	4	\$110,000	0	0	\$0		
	4138 Hamilton Avenue, LLC	Caracole Relocation (CRA)	9/5/2016	0	37	\$1,500,000	37	0	\$0		
CONTINUE	dunnhumby USA LLC	dunnhumbyUSA PIR	11/4/2018	300	433	\$40,000	500	500	\$76,000,000		
CONTINUE	F&C Development, Inc.	Oakley Station Apartments (LEED-CRA)	1/17/2017	4	4	\$135,000	0	0	\$0		
	Stratford Court Apartments, LLC	Stratford Court Apartments	8/6/2014	0	0	\$0	0	2	\$0		
CONTINUE	Crown Building, LLC	Crown Building, LLC	3/17/2017	1	26	\$910,000	0	0	\$0		
CONTINUE	Schiel	Schiel, LLC LEED CRA	12/31/2016	2	0	\$0	0	0	\$0		
CONTINUE	OTR Holdings, Inc.	Mercer Commons, LP Garage CRA	5/23/2017	5	2	\$99,002	0	0	\$0		
CONTINUE	Mercer Commons OTR, LLC	Mercer Commons OTR, LLC	9/9/2016	5	24.88	\$850,604	0	0	\$0		
CONTINUE	Columbia Delta Apartments, LLC	Columbia Delta Apartments, LLC	12/15/2017	2	2.5	\$75,098	0	0	\$0		
CONTINUE	MREIC Cincinnati OH, LLC	Rough Brothers Expansion - Land Sale/CRA	1/16/2018	100	137	\$6,547,379	0	0	\$0		
	-		4/22/2018	35	55	\$1,140,000	0	0	\$0		
	ISREE Hotels										
CONTINUE	SREE Hotels Abigail Apartments Limited Partnership	Enquirer Building Redevelopment Abigail Apartments LEED - CRA	12/10/2016	0	0	\$0	6	0	\$0		

Current Year TIRC	Organization Legal Name	Project Name	Job Creation Period End Date	Jobs Created Commitment	Jobs Created 2019	Jobs Created Payroll 2019	Jobs Retained Commitment	Jobs Retained 2019	Jobs Retained Payroll 2019	Compliant in 2019?	Jobs Explanation 2019
CONTINUE	Alston Park Limited Partnership	Alston Park LEED CRA	4/24/2017	2	2	\$31,605	0	0	\$0	Yes	
CONTINUE	Mercer Commons Commercial 2, LLC	Mercer Commons 2 (Commercial)	12/18/2017	40	34.85	\$3,072,464	0	0	\$0		
CONTINUE	B-Side Landlord, LLC	B-Side Landlord, LLC	1/8/2017	1	0	\$0	0	0	\$0	Yes	
CONTINUE	G&A Paxton, LLC	Pediatricians of Hyde Park Relocation	7/5/2016	6	5.5	\$576,900	0	11	\$2,016,000	Yes	
CONTINUE	3117 Southside Realty LLC	Peter Cremer Expansion	6/30/2017	50	47	\$4,221,943	123	123	\$5,800,000	Yes	
CONTINUE	BSG2, LLC	BSG2, LLC (24 E 15th)	6/25/2014	0	2	\$48,048	0	0	\$0	Yes	
CONTINUE	TMG Investment Group	Broadway Square, Phase I	11/26/2017	45	45	\$550,000	0	45	\$1,000,000	Yes	
CONTINUE	Bartlett Building LTD	Bartlett - Renaissance Hotel	10/31/2017	125	136	\$4,388,215	0	0	\$0	Yes	
CONTINUE	233 Gilman, LLC	CRA - 233 Gilman Ave	2/20/2018	18	0.5	\$15,588	3	1	\$38,085	Yes	
CONTINUE	Losantiville Evanston, LLC	Losantiville-Evanston Affordable Rental	6/6/2016	2	0	\$0	0	0	\$0	Yes	
CONTINUE	Losantiville Evanston, LLC	Losantiville-Evanston Affordable Rental	6/6/2016	2	0	\$0	0	0	\$0	Yes	
CONTINUE	Hale-Justis Lofts, LP	Hale-Justis Lofts, LP					0			Yes	Historical CRA - no report required
CONTINUE	Gantry Apartments, LLC	Gantry	10/7/2019	12	17	\$483,645	0	0	\$0	Yes	
CONTINUE	Losantiville Buildings, LLC	CRA - 3257 Gilbert Ave.	5/30/2017	1	0	\$0	0	0	\$0	Yes	
CONTINUE	Black Iron Capital LLC	Schwartz Building Renovation - 906 Main St	1/13/2018	2	1	\$80,000	0	1	\$1		
CONTINUE	Broadway Development 2001 LTD	Seventh & Broadway Tower	6/24/2018	0	0	\$0	0	0	\$0	Yes	
CONTINUE	Riverbanks Phase II-A Owner, LLC	The Banks Phase II - Residential	9/21/2019	4	5	\$232,918	0	0	\$0	Yes	
CONTINUE	Cintrifuse Innovation Hub, LLC	Cintrifuse	2/8/2019	88	88	\$300,000	0	0	\$0		
CONTINUE	FC16, LLC	McMillan Firehouse Row - Phase I	8/28/2017	10	10	\$200,000	0	0	\$0		
CONTINUE	TINC, LLC	CRA - 1209 Jackson Street		2	15	\$559,149	0	0	\$0		
CONTINUE	Gantry Apartments, LLC	1518 Knowlton Street (Gantry Phase Two)	3/30/2019	1	3	\$110,000	0	0	\$0		
CONTINUE	Oakley Housing Partners, LLC	Oakley Housing Partners	1/16/2019	5	6	\$150,473	0	0	\$0	Yes	
CONTINUE	Ohio Theta House Corporation of Sigma Phi Epsilon	Sigma Phi Epsilon Fraternity House		4	2	\$32,614	1	0.5	\$19,637	Yes	
CONTINUE	Kirby Lofts, LLC	Kirby Lofts	9/12/2017	2	2	\$70,000	0	0	\$0	Yes	
CONTINUE	Kroger Company	Oakley Kroger LEED-CRA	3/8/2019	225	368	\$6,751,914	0	0	\$0	Yes	
CONTINUE	Cincinnati Development I, LLC	580 Walnut Street/ @580 2nd Amendment	2/10/2020	6	700	\$215,000	0	0	\$0	Yes	
CONTINUE	1527 Madison, LLC	Relocation of Bloomfield/Schon & AGE	9/15/2017	11	13	\$713,000	22	22	\$1,440,000	Yes	
CONTINUE	1201 Walnut, LLC	1201 Walnut	10/6/2018	68	144.77	\$9,407,769	0	0	\$0	Yes	
CONTINUE	5th and Race, LLC	Fifth and Race Retail Dev	6/21/2019	100	1207.81	\$119,251,846	0	0	\$0		
CONTINUE	Urban Legacy VIII, LLC	18 W. 13th St	4/24/2018	10	5.36	\$151,596	0	0	\$0	Yes	
CONTINUE	Urban Legacy VIII, LLC	1403 Vine St	12/2/2017	0	24	\$645,810	0	0	\$0	Yes	
CONTINUE	Ale House Landlord LLC	Taft Ale House Brewery	4/1/2018	45	50	\$204,552	0	0	\$0		
CONTINUE	Urban Legacy VIII, LLC	1428, 1430, and 1438 Race St	12/31/2018	20	21	\$770,000	0	0	\$0	Yes	
CONTINUE	SOLI Interests LLC	1200 and 1208 Main St	8/5/2019	2	8	\$199,680	0	0	\$0		
CONTINUE	Globe Building LLC	1801-1805 Elm Street	8/14/2018	42	35.88	\$1,821,532	0	0	\$0	Yes	
CONTINUE	Urban Legacy VIII, LLC	15 W. 14th St	3/19/2018	26	3.62	\$167,297	0	0	\$0	Yes	
CONTINUE	Transept Property, LLC	1205 Elm St		33	13	\$428,000	0	0	\$0	Yes	
CONTINUE	Avondale Housing LP	Avondale Revitalization Phase 1B	8/26/2019	3	3	\$117,189	0	0	\$0		
CONTINUE	Marlowe Court Limited Partnership	Marlowe Court		14	2	\$55,793	0	0	\$0	Yes	
CONTINUE	Avondale Housing II, LP	Avondale Revitalization Phase 1A	9/22/2020	4	4	\$132,771	0	0	\$0	Yes	
CONTINUE	BarbAurora, LLC	BarbAurora, LLC		17	13	\$277,022	0	0	\$0	Yes	
CONTINUE	Rhinegeist	Rhinegeist Expansion	1/9/2018	30	212	\$7,832,835	0		\$6,829,972	Yes	
CONTINUE	Trevarren Flats I LLC	Trevarren Flats	2/19/2019	26	26	\$1,000,000	0	0	\$0	Yes	
CONTINUE	ACG Merchants, LLC	32 W 6th St - Newberry Lofts	2/28/2020	2	1	\$70,000	0	0	\$0	Yes	
CONTINUE	McMillan Apartments, LLC	McMillan Apartments, LLC	10/3/2019	12	30	\$1,132,145	0	0	\$0	Yes	
CONTINUE	Gaslight Gardens LLC	Gaslight Whitfield, Ltd	7/22/2019	5	4	\$169,000	0	0	\$0	Yes	
CONTINUE	SOLI Interests LLC	1405 Clay	5/31/2019	5	5	\$124,800	0	0	\$0	Yes	
CONTINUE	Avondale Community Council	Avondale Connection - Bus. & Comm Ctr		14	1	\$30,000	0	15	\$710,000	Yes	
CONTINUE	VP4, LLC	VP4, LLC	8/19/2019	3	0	\$0	0	0	\$0	Yes	
CONTINUE	Metcut Research Inc.	Metcut Expansion - Project Oak Forest	12/31/2019	7	8	\$663,376	86	86	\$6,112,458	Yes	
CONTINUE	Artichoke Properties, LLC	Redevelopment of 1824 Elm Street		1	3	\$111,994	0	0	\$0	Yes	
CONTINUE	Avila Magna Group, LLC	1509 Republic Street	6/4/2018	2	0	\$0	0	0	\$0		
CONTINUE	Seymour Investments, LLC	Enquirer Distribution Ctr - Techsolve II	10/21/2019	10	100	\$350,000	0	0	\$0		
CONTINUE	3075 Vandercar SPDC LLC	Office Relocation - Oakley Station	2/16/2017	0	111	\$6,070,000	0	0	\$0	Yes	
CONTINUE	Towne Properties	Holy Cross Chapel Conversion		0	5	\$300,000	0	0	\$0		
CONTINUE	Eighth and Sycamore LLC and NAP Sycamore LLC	8th and Sycamore		26	23	\$836,057	0	0	\$0		
CONTINUE	Saturday Knight Ltd.	Saturday Knight Relocation		77	75	\$4,362,613	0	0	\$0		
CONTINUE	Knowlton Northside Limited Partnership	Knowlton Northside Senior Housing	8/5/2018	3	2	\$60,386	0	0	\$0		
CONTINUE	512 E 12th, LLC	512 E 12th Street	6/9/2019	1	0	\$0	0	0	\$0	Yes	
CONTINUE	Base Operations, Inc.	Base Operations, Inc.	1/31/2014	0	0	\$0	0	0	\$0	Yes	
CONTINUE	OTR A.D.O.P.T.	1702 Central Parkway	9/14/2016	0	0	\$0	0	0	\$0	Yes	
CONTINUE	Broadway Square III, LLC	Broadway Square Phase III	1/24/2020	4	4	\$149,760	0	0	\$0	Yes	
	1			27	27	¢1 03C 043	0	27	\$1,026,043	Yes	1
CONTINUE	1826 Race, LLC	1826 Race Redevelopment		21	2/	\$1,026,043	- 0	27	\$1,020,043	162	

Disposition CONTINUE		Project Name	Period End Date	Jobs Created Commitment	Jobs Created 2019	Jobs Created Payroll 2019	Jobs Retained Commitment	Jobs Retained 2019	Jobs Retained Payroll 2019	Compliant in 2019?	Jobs Explanation 2019
	Hagen Properties, LLC	1833 Vine Street	1/5/2020	3	1	\$30,000	0	1	\$30,000	Yes	
CONTINUE	Lytle Park Inn, LLC	Cincinnati Autograph Hotel	2,0,2020	80	0	\$0	0	0	\$0		
CONTINUE	Andante Housing, LLC	51 E Clifton Ave		3	0.5	\$20,000	0	0	\$0		
CONTINUE	Motz Properties LLC	3229 Riverside Dr - CRA		15	15	\$468,750	0	15	\$468,750		
CONTINUE	SOLI Interests LLC	527 E. 13th	3/22/2019	2	2	\$74,880	0	0	\$0		
CONTINUE	GBG Strategies, LLC	12th & Main Area Office Development		40	166	\$415,209	0	11	\$270,566		
CONTINUE	Oakley FC II, LLC	The Boulevard at Oakley Station Phase II	10/25/2020	2	2	\$65,000	0	0	\$0		
CONTINUE	Pape Brothers Molding Company, LLC	1737 Elm St		1	6	\$180,000	0	0	\$0	Yes	
CONTINUE	FD2 1121 Walnut, LLC	1121 Walnut	3/23/2020	4	1	\$50,000	0	0	\$0		
CONTINUE	CinFed Federal Credit Union	CinFed Credit Union - Office Building	3/28/2020	13	21	\$914,000	0	51	\$3,530,000	Yes	
CONTINUE	Shining Lotus Rentals LLC	1527 Elm	2/1/2020	2	0	\$0	0	0	\$0	Yes	
CONTINUE	Oakley Hotel Enterprises LTD	Oakley Station - Homewood Suites Hotel		15	14	\$374,692	0	0	\$0	Yes	
CONTINUE	Urban Legacy VIII, LLC	118 W 15th Street CRA	6/14/2019	5	10.99	\$302,002	0	0	\$0	Yes	
CONTINUE	Sol Pendleton Arts, LLC	501 13th St.		0	15	\$718,923	0	0	\$0	Yes	
CONTINUE	Broadway Square II, LLC	Broadway Square Phase II		60	60	\$2,500,000	0	0	\$0	Yes	
CONTINUE	Condominium Holdings, LLC	Race Street Commercial Condos		15	14.62	\$262,000	0	0	\$0	Yes	
CONTINUE	Roehr Insurance Agency	Butterbean Properties - Roehr Insurance	7/21/2019	15	1	\$29,657	11	17	\$1,505,250	Yes	
CONTINUE	Borgman Properties, LLC	Borgman Properties CRA	6/7/2019	14	9	\$190,164	0	10	\$628,514		
CONTINUE	Daffin Investments Ohio, LLC	28-32 W. Court St. CRA		2	6	\$200,000	0	0	\$0		
CONTINUE	Radcliffe Holdings, LLC	Q-Labs - 1950 Radcliff Drive		47	50	\$2,496,931	100	100	\$3,770,000		
CONTINUE	Wulfeck Family Partnership, LLC	Jet Machine Expansion		52	48	\$3,115,200	118	164	\$11,040,590	Yes	
CONTINUE	Document Destruction	MPC Management - Expansion	12/8/2019	3	2	\$98,000	12	11	\$475,000		
CONTINUE	The Community Builders	Avondale Town Center - Commercial		1	1	\$50,000	0	0	\$0		
CONTINUE	New Avondale Center, LLC	Avondale Town Center - Mixed New		39	91	\$516,164	0	0	\$0		
CONTINUE	BAM Realty Group, LLC	3094 Madison LEED-CRA		2	2	\$438,000	0	0	\$0		
CONTINUE	Maslott Properties LLC	1818 & 1820 Logan Street		0	0	\$0	3	0	\$0	Yes	
CONTINUE	Woods Real Estate Investments, LLC	Woods Real Estate Investments, LLC		28	14	\$14	0	4	\$4	Yes	
CONTINUE	Wellington APT LLC	111 Wellington Place		3	3	\$90,000	0	3	\$90,000		
CONTINUE	Empower Media Marketing	Empower Office- 11-25 E. 14th CRA		50	75	\$4,042,122	0	88	\$8,368,631	Yes	
CONTINUE	The Kroger Co	Culinary Training & Education Center		15	19	\$906,447	6	0	\$0		
CONTINUE	ARP Commercial, LLC	Abington, Race, & Pleasant - Commercial	12/31/2020		16.95	\$530,500	0	0	\$0		
CONTINUE	Grandin Company LTD	Strietmann Building Office Renovation	,,,,,,,	500	70	\$4,200,000	0	0	\$0		
CONTINUE	Abington Race and Pleasant LLC	Abington, Race, & Pleasant Apts.		1	0	\$0	0	0	\$0		
CONTINUE	BAM Realty Group, LLC	8 East 4th Street		50	45	\$900,000	0	0	\$0	Yes	
CONTINUE	15th and Vine, LLC	15th and Vine		60	64.13	\$4,455,227	0	0	\$0		
CONTINUE	OTR Holdings, Inc.	131 W 15th Street		5	0	\$0	0	0	\$0		
CONTINUE	K-S Realty Holdings LLC	West Side Brewing Commercial CRA	9/13/2020	38	20	\$474,067	0	0	\$0		
CONTINUE	KAAPS 7364, LLC	Roselawn Center Renovation	., .,	20	16	\$16	10	12	\$20		
CONTINUE	OTR Holdings, Inc.	1233 Walnut		9	8	\$175,000	0	0	\$0		
CONTINUE	Post Office Place LLC	Post Office Place LLC - CRA		0	35	\$415,000	0	0	\$0		
CONTINUE	Shihasi West 7	106 W. 7th Street		15	0	\$0	0		, -	Yes	
CONTINUE	1207 Elm, LLC	1207 Elm			0	\$0	0	0	\$0		
CONTINUE	Nehemiah Manufacturing Company, LLC	Metro West Commerce Park	10/30/2024	50	27	\$947,000	0	75	\$6,476,312		
CONTINUE	On the Rhine LLC	Urban Stead Cheese CRA	20,00,2021	8	3	\$25,000	0	0	\$0		
CONTINUE	1925 Vine, LLC	1925 Vine Street		1	2	\$2,000	0	0	\$2		
CONTINUE	The Fortus Group	W Liberty & Elm		-	0	\$0	0	0	\$0		
CONTINUE	The Fortus Group	W Liberty & Elm			0	\$0	0	0	\$0		
CONTINUE	Midnight Oil Company	1536, 1538, 1540 Race		13	10	\$197,046	0	0	\$0		
CONTINUE	205WM, LLC	205 W. McMicken	12/31/2020	0	1	\$40,000	0	0	\$0		
CONTINUE	Jobs Cafe, LLC	Market Square II	12,31,2020	91	91	\$3,407,040	0	0	\$0		
CONTINUE	Deeper Roots Holdings	Deeper Roots CRA		10	5	\$175,056	7	7	\$254,944		
CONTINUE	TLAAT 7 LLC	Active Day Senior Care - CRA		15	15	\$500,000	20	0	\$254,544		
CONTINUE	Broadway Building Investors	824 Broadway		2	2	\$100,000	0	0	\$0		
CONTINUE	Paramount Redevelopment LLC	Gateway at McMillan		10	2	\$140,000	0	0	\$0		
CONTINUE	Bond Hill Roselawn Senior Housing LP	Roselawn Senior Apartments		0	3	\$34,822	2	0	\$0		
CONTINUE	1415 Republic LLC	1415 Republic		U	9	\$500,000	25	0	\$0		
CONTINUE	1526 Blair, LLC	1526 Blair Ave	+	1	0	\$300,000	0	0	\$0		
CONTINUE	Burke Inc.	Burke, Inc 500 W 7th Street	+	25	25	\$3,746,364	180	0	\$0		
CONTINUE	Stratford Court II, LLC	Stratford Apartments II	<del>                                     </del>	2	2	\$62,400	0	0	\$0		
CONTINUE	Court & Walnut, LLC	Court & Walnut	<del>                                     </del>		87	\$2,277,319	0	0	\$0		
	RBI Techsolve Property LLC	RBI Techsolve / RBI Solar - CRA	+	20	21	\$1,466,570	0	122	\$8,520,072		
CONTINUE	INDITECTISOIVE Property LLC	·	-	3	3	\$1,466,570	0	0	\$8,520,072		
CONTINUE	The Community Builders	Avandala Town Center - HMTC Project									
CONTINUE CONTINUE	The Community Builders OH-UC Holdings I, LLC	Avondale Town Center - LIHTC Project Straight Street Collegiate Apartments		3	16	\$395,815	0	0	\$0		

Current Year TIRC Disposition	Organization Legal Name	Project Name	Job Creation Period End Date	Jobs Created Commitment	Jobs Created 2019	Jobs Created Payroll 2019	Jobs Retained Commitment	Jobs Retained 2019	Jobs Retained Payroll 2019	Compliant in 2019	P Jobs Explanation 2019
CONTINUE	Morgan Apartments LLC	Morgan Apartments	12/31/2022	0	0	\$0	0	0	\$0	Yes	
CONTINUE	Uptown 5, LLC	341 & 343 Calhoun			0	\$0	0	0	\$0	Yes	
CONTINUE	Paramount Square, LLC	Paramount Square			50	\$1,800,000	0	0	\$0	Yes	
CONTINUE	OTR Housing Group, LLC	1531 Elm, 1533 Elm, 1533 Pleasant			0	\$0	0	0	\$0	Yes	
CONTINUE	TLAAT9, LLC	Neyer Management	12/31/2022	10	4	\$41	0	0	\$0	Yes	
CONTINUE	Adams Edge Properties, LLC	Adams Edge		0	0	\$0	0	0	\$0	Yes	
CONTINUE	GSRC Power, LLC	Power Building CRA		0	4	\$216,369	0	0	\$0	Yes	
CONTINUE	Urban Legacy VIII, LLC	1401 Walnut - CRA		5	5.67	\$120,000	0	0	\$0	Yes	
CONTINUE	River City Glass, Inc.	McAndrews Glass		20	23	\$403,364	27	17	\$946,253	Yes	
CONTINUE	HG Pearl Provident, LLC	632 Vine Street / Provident Building			1	\$70,000	0	0	\$0	Yes	
CONTINUE	US Bank	U.S. Bank - CRA/JCTC		400	0	\$0	2210	2181	\$174,137,670	Yes	
CONTINUE	Oakley Child Care III, LLC	Oakley Child Care III, LLC		40	40	\$1,500,000	0	0	\$0	Yes	
CONTINUE	Santana Properties, LLC	611 Main - Mazunte 2			16.4	\$192,446	0	0	\$0	Yes	
CONTINUE	Carrie's Place, LLC	Carrie's Place - Phase II		0	0	\$0	0	0	\$0	Yes	
CONTINUE	4th and Race Redevelopment, LLC	4th and Race Redevelopment		91	0	\$0	0	0	\$0	Yes	
CONTINUE	Ingalls Hotel, LLC	Ingalls Building		35	0	\$0	0	0	\$0	Yes	
CONTINUE	E Barg LLC	1738-40 Queen City CRA			0	\$0	0	0	\$0	Yes	
CONTINUE	Black Forest Holdings IV Ltd.	Sims-Lohman Expansion		30	12	\$600,000	156	156	\$9,362,375	Yes	
CONTINUE	Kenkel Family Investment I, LLC	Tri-State Wholesale CRA		6	0	\$0	29	0	\$0	Yes	
CONTINUE	OTR Market Properties, LLC	1635 Race		1	0	\$0	0	0	\$0		
CONTINUE	Paramount Redevelopment LLC	731 E McMillan Renovation		2	3	\$90,000	0	0	\$0		
CONTINUE	University Townhomes, LLC	3561 Eden Avenue	12/31/2019	1	1.5	\$45,000	0	0	\$0	Yes	
CONTINUE	Court Street Condos, LLC	Court Street Commons			0	\$0	0	0	\$0		
CONTINUE	Vision Cincinnati, LLC	37 W. 7th Street - LEED CRA			1	\$12,592	0	0	\$0	Yes	
CONTINUE	Cincy Downtown Lodging Associates, LLC	299 E. Sixth Street		15	0	\$0	0	0.1	\$0	Yes	
CONTINUE	57 East, LLC	57 East		3	3	\$190,000	0	4	\$160,000	Yes	
CONTINUE	UA5 LLC	Eden University			0	\$0	0	0	\$0	Yes	
CONTINUE	Seto Ventures, LLC	Climb Time Gym		7	11	\$240,000	0	0	\$0	Yes	
CONTINUE	Supreme Bright Cincinnati	First National Bank		116	0	\$0	0	0	\$0	Yes	
CONTINUE	1540 Elm LLC	1540 Elm CRA			0	\$0	0	0	\$0	Yes	
CONTINUE	423 East 13th Street, LLC	423 E. 13th Street		2	0	\$0	0	0	\$0	Yes	
CONTINUE	Queen City Flatts, LLC	Hubbard Radio Relocation		36	0	\$0	142	0	\$0	Yes	
CONTINUE	4538 Camberwell, LLC	Apollo Home Relocation		18	18	\$740,000	82	88	\$4,026,000	Yes	
CONTINUE	Findlay Center, LLC	Findlay Center		57	0	\$0	0	0	\$0		
CONTINUE	1733 Elm St, LLC	1733 Elm Street		5	0	\$0	0	0	\$0	Yes	
CONTINUE	OTR Housing Group, LLC	1513 Republic Street - Non-LEED CRA		0	0	\$0		0	\$0	Yes	
CONTINUE	Links Unlimited	Links Unlimited Relo/Expansion		18	0	\$0		67	\$4,080,486		
CONTINUE	Pendleton Development I, LLC	526 E 12th CRA		0	0	\$0	0	0	\$0		
	Seymour Industrial 1, LLC	Cincinnati Gardens Site Redevelopment		46	0	\$0	0	0	\$0		
	Seitz, LLC	303 Seitz St		0	0	\$1	0	0	\$0		
CONTINUE	Jackson Investors 2019, LLC	1225-1227 Jackson Street		28	0	\$0	0	2	\$120,000		
	8K Development Company, LLC	1714 Vine CRA		4	0	\$0	0	0	\$0		
	12 E Court Street, LLC	12 E. Court CRA		8	7	\$25,240	0	5	\$25,240		
CONTINUE	Keidel Supply Company Inc.	Keidel Supply Company, Inc. Relocation	12/31/2013	45	0	\$0	0	60	\$3,150,000		
CONTINUE	Keidel Supply Company Inc.	Keidel Supply Company, Inc. Relocation	,,	11	0	\$0	0	60	\$3,150,000		
	509 E12 ST, LLC	509 E12 ST CRA		1	0	\$0	0	0	\$0		
	222 Mohawk LLC	222-226 Mohawk CRA		1	0	\$0	0	0	\$0		
	NB CP Cincy, DST	McMillan Manor LLC CRA	7/6/2010	0	<u> </u>	70	0	1	**	Unknown	Data not available
CONTINUE	Masi Realty LLC	Malton Art Gallery CRA	10/27/2011	0			0	1		Unknown	Data not available
CONTINUE	Salvation Army Catherine Booth Residence LP	Salvation Army Catherine Booth Residence	1/28/2018	5			0			Unknown	Data not available
CONTINUE	Beasley Place LLC	Beasley Place - RRP	7/30/2018	1			0			Unknown	Data not available
	Over-the-Rhine Community Housing	CRA - 1500 Elm Street	5/16/2017	1			0			Unknown	Data not available
CONTINUE	VP3 LLC	VP3 New Multifamily LEED CRA	8/6/2018	1		\$0	0	0	\$0		Data not available
CONTINUE	Eurostampa North America; Inc.	Eurostampa Expansion	12/23/2016	40		\$6,960,840	0	42	\$2,057,000		Data not available
CONTINUE	Cutter Historic Apartments, LLC	Cutter Historic Apartments	11/3/2019	3		20,300,840	0	72	\$2,037,000	Unknown	Data not available  Data not available
	South Block Properties, Ltd.	3930 Spring Grove	10/24/2016	2			0	<u> </u>		Unknown	Data not available  Data not available
CONTINUE	South Block Properties, Ltd.	3929 Spring Grove	7/29/2018	8			0			Unknown	Data not available
CONTINUE	Sands Senior Apartments, LLC	CRA - Sands Senior Apartments	6/1/2020	3			0	<b>†</b>		Unknown	Data not available  Data not available
CONTINUE	Youthland Academy	Children United, ILC	0/1/2020	25			0	<del> </del>		Unknown	Data not available  Data not available
	Sterling Medical Corporation	2650 Burnet Ave		6			0	<del>                                     </del>		Unknown	Data not available  Data not available
CONTINUE	South Block Phase IV, LLC			19			0	<del> </del>		Unknown	Data not available  Data not available
CONTINUE	Cincinnati Scholar House LP	3936 Spring Grove Cincinnati Scholar House		13			0			Unknown	Data not available  Data not available
CONTINUE						4		<del></del>	\$35,000		
CONTINUE	Grandin Company LTD	1308 Race Street	6/17/2017	206	90	\$5,200,000	0	0.5			Market issues

Current Year TIR	Organization Legal Name	Project Name	Job Creation	Jobs Created	Jobs Created 2019	Jobs Created	Jobs Retained	Jobs Retained	Jobs Retained Payroll	Compliant in 2019	Jobs Explanation 2019
Disposition	3 3	.,	Period End Date	Commitment		Payroll 2019	Commitment	2019	2019	i i	·
CONTINUE	3117 Southside Realty LLC	Southside Realty-Industrial	4/14/2019	150	92	\$3,953,920	0	0	\$0		Market issues
CONTINUE	Central Y Senior Apartments, LLC	Parkway Place Apartments		3	2	\$83,460	0	0	\$0		Market issues
CONTINUE	Grandin Properties	1600 Central Parkway		60	0	\$0		0	\$0		Market issues
CONTINUE	Findlaomi, LLC	1706 Central Parkway		0	0	\$0		0	\$0		Market issues
CONTINUE	EWH 2806 LLC	EWH 2806 LLC		20	0	\$0	0	0	\$0		Market issues
MODIFY	Porch Swing Properties, LLC	1612 Elm Redevelopment		4	0	\$0		0	\$0		
MODIFY	3MG Properties LTD	1607 Main		3	0	\$0	0	0	\$0		
MODIFY	Custom Pro Logistics	Custom Pro Logistics - JCTC & CRA			4	\$20,000	0	7	\$1,427,115		
MODIFY	Condominium Holdings, LLC	116 W 15th Street	12/31/2021		0	\$0	0	0	\$0		
MODIFY	Condominium Holdings, LLC	1505 Race			0	\$0	0	0	\$0		
MODIFY	1228 McMillan, LLC	1228 E. McMillan (Williams YMCA)		2	0	\$0	0	0	\$0		
MODIFY	Allston Place LLC	4016 Allston Place Commercial CRA		18	14	\$920,000	5	0	\$0		
MODIFY	Neyer Holdings, Inc.	126-128 E. 6th Street			0	\$0	0	0	\$0	Yes	
MODIFY	Kauffman Vine LLC	1725 Vine Street	12/31/2021	50	1	\$105,000	0	0	\$0	Yes	
MODIFY	Court & Walnut, LLC	Court & Walnut			6	\$146,206	0	0	\$0	Yes	
MODIFY	233 Gilman, LLC	225 Gilman		1	0	\$0	0	0	\$0	Yes	
MODIFY	1737 Vine, LLC	1737 Vine Street CRA		32	32	\$0	0		N/A	Yes	
MODIFY	Azeotropic Partners, LLC	1301 Walnut St_ Residential		1	0	\$0	0	0	\$0	Yes	
MODIFY	Azeotropic Partners, LLC	1301 Walnut St_ Commercial		23	0	\$0	0	0	\$0	Yes	
MODIFY	OTR Holdings, Inc.	1501 Vine Street			0	\$0	0	0	\$0	Yes	
MODIFY	Ranger Community Group, LLC	1035 Dayton		1	1	\$1	0	0	\$0	Yes	
MODIFY	Race and Vine Offices, LLC	Race and Vine Offices			0	\$0	0	0	\$0	Yes	
MODIFY	2347 Reading Road, LLC	2347 Reading Road, LLC		17	0	\$0	0	0	\$0	Yes	
MODIFY	Building #1, LLC	100 E. Clifton, 101 & 105 Peete Renovation		2	0	\$0	0	0	\$0	Yes	
MODIFY	Alto Properties, LLC	6087 Montgomery Road		0	0	\$0	1	1	\$1	Yes	
MODIFY	Wooster Development, Ltd.	Prus Construction Expansion		20	5	\$375,000	0	175	\$9,774,907	Yes	
MODIFY	1629 Citadel LLC	2346 Boone CRA			0	\$2	0	0	\$0	Yes	
MODIFY	Nation Worldwide, LLC	Nation Kitchen and Bar		25	0	\$5,000	0	0	\$0	Yes	
MODIFY	Price Hill Will	Masonic Lodge - Incline Arts & Events Ctr		5	0					Yes	
MODIFY	Solica Construction	722 E McMillan		15	2	\$65,000	0	0	\$0	Yes	
MODIFY	OTR Dispensaries, LLC	1902 Colerain - CRA		5	0					Yes	
MODIFY	793 E McMillan, LLC	Comfort Station		14	8	\$144.000	0	0	\$0	Yes	
MODIFY	Neyer Holdings, Inc.	130-132 E. 6th Street				, ,,	0			Unknown	Data not available
MODIFY	Cincinnati Brewery District Apartments, LLC	1906 Elm Street					0			Unknown	Data not available
MODIFY	Film Center, LLC	Film Center		44	34	\$866,411	0	0	\$0	No	
MODIFY	Mrs. Pig, LLC	Mrs. Pig (109 W Elder)		5	0	\$0	0	0		No	
TERMINATE	Children's Hospital Medical Center	Herald Building LEED-CRA	2/28/2011	25		7-	0			Yes	Termination pending
TERMINATE	Red Bank Crossing II, LLC	Red Bank Crossing II LEED-CRA	1	60	63	\$5,500,000	0	0	\$0	Yes	Expired
TERMINATE	Meyer Tool Inc	Meyer Tool Expansion (CRA & JCTC)		50		, , ,	0			Yes	Expired
TERMINATE	4021 Eastern Avenue, LLC	Jackson Theater Renovation	7/24/2016	10	6	\$0	0	0	\$C		Expired
TERMINATE	Elm Street Ventures, LLC	Elm Street Ventures, LLC	1 1 1 1 1	3			0		<u> </u>	Unknown	Data not available
TERMINATE	Race, Republic & Green, LLC	Friar's Court - Race, Republic, & Green	3/20/2020	12	7	\$1.864.745	0	0	\$C		Expired
TERMINATE	100 Findlay, LLC	100 Findlay	5,20,2025	5	<u> </u>	φ±,00 τ,7 το	0	_	1	No	Termination pending
TERMINATE	CCM Realty Holding Company, LLC	Clifton Market - CRA Tax Abatement		35	50	\$500,000	0	0	ŚC		Possible termination

## TIRC REPORT TY2020 New CRA Tax Abatements NEW AGREEMENTS

These are the CRA Tax Abatements that were approved by City Council prior to December 31, 2019 but have not yet been registered with ODSA.

Current Year TIRC Disposition	Organization Legal Name	Project Name	Program Type	Approved by City Council	Agreement Executed by Company & City	Contract Number	Rate	Abatement Term (yrs)	Projected End Date	Projected Investment	Temporary Jobs Commitment	Jobs Created Commitment	Approval Notes
CONTINUE	1814 Central, LLC	OTR Stillhouse	CRA	12/4/2019	5/14/2020	05x2020-322	100	10	10/30/2020	\$2,236,000	20	30	Pending CPS
CONTINUE	Campus Management LTD	Park Avenue Square	LEED CRA	12/11/2019	4/20/2020	05x2020-317	100	15	12/31/2021	\$22,706,367	100	3	Pending CPS
CONTINUE	Northcrown Property, LLC	1614 Walnut Street LEED CRA	LEED CRA	12/4/2019	3/17/2020	05x2020-309	100	15	12/31/2020	\$1,340,000	25	15	Pending CPS
CONTINUE	Este Investors, LTD	Este Building LEED CRA	LEED CRA	12/18/2019	3/17/2020	05x2020-306	100	15	6/30/2021	\$4,000,000	38	7	Pending CPS
CONTINUE	Liberty Modern, LLC	JB Schmitt Garage CRA	CRA	12/18/2019	3/10/2020	05x2020-295	100	12	6/30/2021	\$450,000	5	13	Pending CPS
CONTINUE	OTR Holdings, Inc.	1221-1233 Main CRA	LEED CRA	12/18/2019	3/10/2020	05x2020-292	100	15	12/31/2021	\$5,404,700	54	40	Pending CPS
CONTINUE	Linwood Real Estate Holdings, LLC	3152 Linnwood CRA	CRA	12/18/2019	2/19/2020	05x2020-289	100	8	12/31/2020	\$958,250	10	1	Pending CPS
CONTINUE	Perseverance Residential, LLC	Perseverance Residential CRA	CRA	11/14/2019	2/12/2020	05x2020-290	100	15	3/1/2021	\$4,431,297	88	0	Pending CPS
CONTINUE	Madison and Stewart, LLC	Madison and Stewart CRA	CRA	12/18/2019	2/12/2020	05x2020-285	100	12	12/31/2021	\$15,500,000	49	4	Pending CPS
CONTINUE	Perseverance Commercial, LLC	Perseverance Commercial CRA	LEED CRA	11/14/2019	2/10/2020	05x2020-288	100	15	12/31/2020	\$1,927,262	24	34	Pending CPS
CONTINUE	6558 Gracely, LLC	Gracely Event Centre CRA	CRA	11/14/2019	1/23/2020	05x2020-276	100	12	11/30/2020	\$235,000	15	5	Pending CPS
CONTINUE	E.M.A. Freeman, LLC	Freeman Apartments	LEED CRA	12/18/2019	1/14/2020	05x2020-279	100	12	10/31/2020	\$600,000	25	1	Pending CPS
CONTINUE	1725 Elm Street, LLC	1725 Elm CRA	CRA	12/4/2019	1/10/2020	05x2020-278	100	12	6/30/2021	\$1,234,442	14	12	Pending CPS
CONTINUE	313 West 5th, LLC	313 W 5th CRA	CRA	12/4/2019	1/10/2020	05x2020-277	100	12	1/31/2023	\$1,359,492	25	12	Pending CPS
CONTINUE	Sycamore Diner, LLC	Sugar n' Spice LEED CRA	LEED CRA	12/4/2019	1/2/2020	05x2020-254	100	15	10/1/2020	\$1,186,843	58	24	Pending CPS
NEW	CBT Partners, LLC (Cincinnati Bulk Terminals)			12/18/2019									Agreement Routing
NEW	20 Findlay, LLC			12/18/2019									
NEW	Veregate Race Street, LLC			12/18/2019									
NEW	Acanthus Properties V, LLC			12/18/2019									
NEW	756 E. McMillan, LLC			12/18/2019									
NEW	1735 Vine, LLC			12/18/2019									
NEW	To Life LTD			12/18/2019									Agreement Routing
NEW	Bigelow Land LLC			12/18/2019									
NEW	Willkommen Holding, LLC			12/18/2019									Agreement Routing
NEW	Ruebel, LLC			12/11/2019									
NEW	Oakley Yards Senior, LLC			12/11/2019									
NEW	Oakley Yards Multifamily, LLC			12/11/2019									
NEW	161 McMicken, LLC			12/11/2019									Agreement Routing
NEW	Consolidated Metal Products, Inc.			12/4/2019									
NEW	Uptown Corryville, LLP			12/4/2019									
NEW	Traction Partners, LLC			12/4/2019									
NEW	830 Main Street, LLC			6/26/2019									
NEW	Price Avenue Properties, LLC			6/26/2019									
NEW	JRS Interests I, LLC			6/26/2019	8/13/2019								Issues Pending
NEW	Five Points Acquisition, LLC			6/26/2019									
NEW	421 Hoge Street, LLC			6/26/2019									
NEW	Clyffside Events Space LLC			9/27/2017									Issues Pending



September 2, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: Feasibility and Cost of Purchasing Land and Building a New Regional Shooting

Range Structure in Hamilton County

#### REFERENCE DOCUMENT #202000499

On April 29, 2020, the Law and Public Safety Committee referred the following for a report:

MOTION, submitted by Vice Mayor Smitherman, WE MOVE the City Administration prepare and provide a report to City Council on the total cost of purchasing land and building a new regional shooting range structure in Hamilton County. Also include in the report the cost of using/renting another shooting range while the new range is built.

## COST OF PURCHASING LAND AND BUILDING A NEW REGIONAL SHOOTING RANGE STRUCTURE IN HAMILTON COUNTY

On December 9, 2019, the Administration provided a report to Council, Document #201901806, that summarized present use, spatial needs, and estimated costs of relocating the Cincinnati Police (CPD) Target Range, currently in Lincoln Heights. As detailed within the report, estimates for the construction of a similar outdoor target range would be \$4.6M and an indoor facility, that would not include a long-distance sniper target range, would cost approximately \$9.7M. These estimates do not include the cost of land and overall site development. Also, a dog training course will not be feasible at a new facility with less acreage than the current range in Lincoln Heights. Although the City has yet to identify alternative sites for relocation, private partners are also assessing sites for consideration; however, based off initial land assessments, a new outdoor target range may only be feasible well outside of the I-275 loop.

On January 27, 2020, the Administration released a Request for Information (RFI) on the feasibility to reduce noise at the facility. Of 627 general construction and acoustics companies notified, only one (1) formal response was received. The response, as provided by Megen Construction, included nine (9) options for consideration and were attached in a report to council on March 3, 2020, Document #202000347. In summary, the nine (9) options ranged from \$450,000 to extend concrete barriers to \$2,270,000 for a fully enclosed pre-engineered metal building.

### USING/RENTING ANOTHER SHOOTING RANGE

In response to Motion 202000499, the following target ranges were contacted: Shoot Point Blank, Target World, Butler Tech, Hamilton County Sheriff's Office, and Ready Line. Although range time rental costs varied from annual, monthly, to hourly rates between \$250 a year per person to \$60 a month per person to \$25 an hour per person, each range contacted indicated that they could not rent to CPD the amount of range time needed for CPD's required training hours nor would the

ranges be willing to lease their entire facility to CPD. A complete listing of required training hours is detailed in Document #201901806 (attached).

In addition to limited facility access, ranges open to the public come with officer and equipment safety concerns. Public ranges cannot guarantee that the same level of firearm discipline is exercised across the various weapon skill levels of their clientele; therefore, officers would be subjected to uncertain conditions by public users. Likewise, CPD would not be comfortable storing City weapons or ammunition in a public facility and transporting training equipment daily poses additional risks of property loss or damage.

When contacting the Hamilton County Sheriff's Office (HCSO) regarding possible shared use of their facility, CPD learned that HCSO is also receiving complaints about the loud noise coming from their range. When the County initially built their target range on East Miami River Road, the area was not as heavily populated as it is today and adding CPD's use of the County range would only exacerbate the noise complaints from nearby residents.

### **SUMMARY**

Of the five (5) area ranges contacted, none were able to accommodate the amount of range time needed for CPD's required trainings nor were any of the ranges willing to lease out their entire facility. The City has received (9) options from Megen Construction to reduce noise at the current facility, ranging in cost from \$450K for barrier extensions to approximately \$2.3M for a fully enclosed metal building. Although indoor firing ranges are popular among recreational shooters, key environmental and occupational controls are necessary to protect the health of officers from the effects of airborne lead, noise, and other potential exposures. In general, although work is underway to identify potential relocation sites, construction of a comparable outdoor range would be approximately \$4.6M and \$9.7M for an indoor facility and these estimates do not include the cost for land acquisition. Lastly, to reduce the noise at the current facility or to eventually relocate the range, once an appropriate site has been identified, Cincinnati City Council will need to pass the applicable budget ordinances to fund either effort.

### Attachment

cc: Eliot Isaac, Chief of Police, Cincinnati Police Department



12/09/2019

To: Mayor and Members of City Council

From: Patrick A. Duhaney, City Manager

Subject: Feasibility of Relocating the Cincinnati Police Target Range

In September 2019, elected representatives of Lincoln Heights, Woodlawn and Lockland raised concerns regarding the Cincinnati Police target range located in Evendale, Ohio. In response, the Administration has compiled the following report on the feasibility of relocating the Cincinnati Police Department's (CPD) target range. This report includes current use, special needs, cost estimates and efforts made by CPD to be within good standing with surrounding neighbors.

#### **CURRENT USE**

The Cincinnati Police target range, located in Evendale, was originally built as a private gun club before being purchased by the City in the 1940s. Under CPD ownership, the facility has undergone several small-scale remodels to meet the evolving needs of the CPD. The range currently sits on approximately 30 acres and encompasses a target range, a dog training course, and multipurpose facilities that house an armory, ammunition storeroom, staff offices, classrooms and restrooms.

CPD currently utilizes the facility approximately 300 dates per year for training that is based upon National and State of Ohio mandated standards for certification. This volume of use ensures that CPD personnel achieve the highest level of personal and group involved training, credited to exceptional response to critical events in the community such as the 5<sup>th</sup>/3<sup>rd</sup> Active Shooter incident. The chart below details training categories and the associated number of personnel hours dedicated to a specific function. This information is based upon 2019 completed and scheduled training and computes as the number attending the training multiplied by the number of training hours to equal the total personnel training hours.

Agency/Section/Unit	Function	Total Personnel Training Hours
CPD Training Section	Annual Firearms Qualification	8,000
CPD Training Section	Firearms Familiarization	8,000
CPD Training Section	Patrol Rifle Qualification	5,000
CPD Training Section	Police Recruit Qualification (45 officers)	540
CPD Training Section	Remedial Driving Training	80
CPD Training Section	Tactical Mindset for Female Police Officer	250
CPD Training Section	Equipment Testing, Evaluation and Repair	100
CPD Training Section	Open Range Practice for Sworn (Noon)	200
SWAT	Monthly Training Requirements (50 officers)	4,800

SWAT	SNIPER Training	250
SWAT	GAS Injection Team	200
SWAT	Explosive Breeching Team	250
SWAT	National Tier One Critical Skills Certification	9,500
Police Canine Unit	New Canine Training and Certification (16 weeks)	640
Police Canine Unit	Weekly Regional Training and Certification	10,000
Clandestine Lab Team	Training and Familiarization	450
Civil Defense Response Team	Monthly Training Requirements (50 officers)	1,000
US Drug Enforcement Administration	Monthly Familiarization Shooting	40
Bureau of Alcohol, Tobacco, Firearms	Monthly Familiarization Shooting	40
Federal Bureau of Investigations	Monthly Familiarization Shooting	40
Evendale Police Department	Monthly Familiarization Shooting	40
	Total Training Personnel Hours	49,420

### **SPATIAL NEEDS**

The facility contains two outdoor specialized firing ranges, one of which is covered. Each range has a 50-foot concrete backdrop and specialized lead catch basin. The firing range (the area closest to live shooting) contains two outbuildings, one is an approximately 800 square foot ventilated multi-purpose utility building and the other a 100 square foot range control house. The multi-purpose building serves several purposes which includes, but is not limited to, equipment storage, low light tactical training emergency shelter and medical treatment areas. The range control house serves multiple purposes as well, which includes a centralized location for the range safety officer, electronic target control and audio instructions via public intercom and firearm inspection and repairs.

The Target Range also has an approximately 3,000 square foot climate-controlled range area with offices for the staff, a weapons armory, two classrooms, lunch area, garage and storage areas. The secured facility allows for on-site storage of Department firearms, ammunition, and special needs equipment. The operational armory provides cost saving to the City and Department by allowing the trained and certified Firearm Armorers to conduct inspections and repairs onsite, which reduces costs associated with repairs and time delays. The Target Range grounds are also utilized for testing, training and certification of CPD and other local law enforcement agencies and police canine teams pursuant to United States Police Canine Team Certification Standards. Please note that there are 48 U.S. Supreme and Federal District Court rulings establishing by the USPCA as the national standard.

Also, the Target Range grounds are utilized for specialized response training for the Civil Disturbance Response Team and SWAT team. The grounds provide the opportunity to train in a secure environment outside the public view.

#### **COST ESTIMATES**

Omitting the cost of land and overall site development, the City of Cincinnati Facility Management (CFM) estimates that the construction of a similar outdoor target range would be approximately \$4.6M. This includes an outdoor 30 person/station target range, a ground berm around the perimeter of the range, and a 4,000 square foot building to house the armory, ammunition storeroom, staff offices, classrooms and restrooms. Also not included in this \$4.6M cost estimated is the cost for dog training, a long-distance sniper target range or the cost to any overhead canopy or baffling.

If a rural relocation site is not available for an outdoor range and a more urban site is selected, this would require the construction of an indoor facility to provide the same basic capabilities as the current outdoor facility. Even with omitting the cost of land development and overall site construction, the estimates of an indoor facility would cost approximately \$9.7M. This would include a 27,750 square foot warehouse style building to house a 30-station indoor target range with appropriate HVAC and lead dust filtration systems and an additional 4,000 square feet to house the armory, ammunition storeroom, staff offices, classrooms and restrooms.

If an urban indoor facility is constructed, a long-distance snipper target range could not be included, and depending on the acreage and other logistics a dog training course may not be feasible. At this time, no potential relocation site(s) have been identified within the city limits or surrounding areas.

#### **GOOD NEIGHBORLY EFFORTS**

The Cincinnati Police Department and range staff make continuous efforts at being considerate and respectful to the surrounding communities. These efforts are demonstrated in several financial, operational and community access/notification endeavors. For example, the City of Cincinnati has invested in range modifications that include the installation of a firearms roof shielding on the shotgun or tactical side of the range grounds. This project provides a level of sound reduction in addition to enhancing range safety. Also, CPD has taken into consideration the effect of operational hours and range staff has limited firearm practice between the hours of 9 a.m. to 3 p.m., Monday through Friday. The only exceptions are two evening dates annually, whereby SWAT completes their training by 7:30 p.m. and four Saturday dates annually that are utilized by Federal Agencies and the Evendale Police Department for their annual qualifications. More importantly, when there are scheduled evening and Saturday events, range staff contact local police jurisdictions and request that notifications be sent to residents. Last, during such times, the Range Master remains on site to answers all calls or complaints routed from the jurisdictions or the Hamilton County Communications Center.

#### **FEASIBILITY**

As this time, CPD and CFM have not explored potential locations inside the City of Cincinnati, Hamilton County or outside the I-275 loop. An outdoor range, requiring up to 30 acres, would be less expensive than an inside range potentially accommodated on a site of 4 acres. If the site were to be inside the City of Cincinnati it would require public/neighborhood involvement under Planning Commission rules. Similarly to Police Districts 3 and 5, this engagement effects cost, timing and feasibility.

Also expected, any site outside the City of Cincinnati would face similar requirements from the municipality, township and county under consideration. It is fair to presume that a new outdoor range may only be feasible well outside the I-275 loop. An indoor range within the City of Cincinnati would be a non-tax generating property with zoning and permit issues impacting cost. Such factors will need further investigation along with a comprehensive assessment of CPD short- and long-term strategic goals.

### **SUMMARY**

Currently over 49,000 hours of personnel training takes place annually on these 30 acres in Evendale. This area contains the target range, a dog training course, and multipurpose accommodations for an armory, ammunition storeroom, staff offices, classrooms and restrooms.

A facility built to match these amenities would cost between \$4.6M-\$9.7M, depending upon a rural verses more urban location and the subsequent amount of indoor verses outdoor space required. These cost estimates do not include land acquisition or overall site development; at this time no potential site(s) have been identified within the city limits or surrounding areas. If relocation were mandatory, a more detailed scope of requirements would be needed, inclusive of short- and long-term Police Department strategic goals for more accurate estimates of relocating the Police Target Range.



Date: September 2, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: ORDINANCE - SIDEWALK ASSESSMENTS - 2019 - SIDEWALK SAFETY PROGRAM - Miscellaneous

**Emergency Repair Locations** 

### Attached is an ordinance captioned as follows:

LEVYING assessments for unpaid costs for necessary sidewalk, sidewalk area, curb and gutter construction, reconstruction and emergency repairs conducted at miscellaneous locations by the City of Cincinnati through its Sidewalk Safety Program, made in accordance with Cincinnati Municipal Code Sections 721-149 through 721-169.

As required by state and local laws, this ordinance declares the necessity of levying assessments to reimburse the City for the cost and expense of repairing, reconstructing, and constructing concrete sidewalk and driveways on certain properties (Exhibit No. 1) abutting the following streets within the City of Cincinnati: 13th Street, Ashwood Drive, Avon Drive, Ballard Avenue, Baltimore Avenue, Belmont Avenue, Bradford Court, Carolina Avenue, Celestial Street, Clifton Avenue, Conant Street, Dale Avenue, Delridge Drive, Elberon Avenue, Elmore Street, Erie Avenue, Ferguson Road, Fernside Place, Forest Avenue, Glenhurst Place, Green Glen Lane, Harrison Avenue, Highride Avenue, Jefferson Avenue, Keys Crescent, Limberlost Lane, Lockman Avenue, Loretta Avenue, Lyon Street, Marburg Avenue, Marlowe Avenue, McKinley Avenue, McMillan Street, Miramar Court, Mitchell Avenue, Omeara Place, Overlook Avenue, Pandora Avenue, Powell Drive, Rapid Run Road, Ravine Street, Ross Avenue, Stillwell Road, Sunfield Drive, Werk Road, Taylor Avenue, Western Hills Avenue and William Howard Taft Road for a total amount of \$162,611.85

We have notified the abutting property owners of the need for these repairs. After providing time for property owners to arrange for repairs, the City directed its contractor to complete the remainder. Abutting property owners were then billed the cost of the repairs performed by the City's contractor.

With passage of this ordinance, bills not paid within thirty days will be assessed to the property owners as provided by the Ohio Revised Code and the Cincinnati Municipal Code. These amounts are scheduled to be paid over a three-year, five-year, ten-year, or twenty-year period, as indicated on the attached Exhibit.

The Administration recommends passage of the attached ordinance.

Attachment 1 – Exhibit 1, Assessed Properties

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

LDM PB

## City of Cincinnati

# An Ordinance No.

- 2020

**LEVYING** assessments for unpaid costs for necessary sidewalk, sidewalk area, curb and gutter construction, reconstruction, and emergency repairs conducted at miscellaneous locations by the City of Cincinnati through its Sidewalk Safety Program, made in accordance with Cincinnati Municipal Code Sections 721-149 through 721-169.

WHEREAS, Cincinnati Municipal Code Chapter 721 requires abutting property owners to maintain the sidewalks, sidewalk area, and curbs and gutters adjacent to or abutting their property; and

WHEREAS, if a property owner fails to maintain and repair the sidewalks, sidewalk areas, and curbs and gutters abutting the property, then Cincinnati Municipal Code Chapter 721 and Ohio Revised Code Chapter 729 authorize the City to perform the repairs and to bill the property owner for the resulting costs; and

WHEREAS, the City has made repairs to sidewalks, sidewalk area, and curbs and gutters adjacent to or abutting the properties listed in Exhibit 1 hereto after the abutting property owners were given notice of the City's intent to repair said areas in accordance with Cincinnati Municipal Code Section 721-149; and

WHEREAS, Cincinnati Municipal Code Sections 721-149 through 721-169 provide that the City may enact an ordinance levying assessments on the abutting property for repair and administrative costs if the property owner fails to pay the bill for the City's repair costs within 30 days of being billed, which assessments shall be collected by the County Treasurer in the same manner as real estate taxes; now, therefore,

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

Section 1. That the amounts set forth in Exhibit 1 hereto, totaling \$162,611.85, are levied and assessed on the abutting properties listed in Exhibit 1 (the "Assessed Properties") in accordance with Cincinnati Municipal Code Sections 721-149 through 721-169, which provide for recovery of City administrative and repair costs for necessary repairs under the Sidewalk Safety Program.

Section 2. That each of the Assessed Properties is listed in Exhibit 1 to this ordinance together with the amount of the assessment, the length of the assessment period, and reference to the resolution previously passed by Council giving notice of the City's intent to assess the property.

Section 3. That assessments are payable in cash to the City Treasurer within 30 days after the passage of this ordinance or, at the option of each property owner, in semi-annual installments for the assessment period.

Section 4. That assessments not paid in cash within 30 days are to be certified to the County Auditor by the City Treasurer with interest at the rate of 4.59% for 3-year assessments, 4.67% for 5-year assessments, 4.88% for 10-year assessments, and 5.19% for 20-year assessments.

Section 5. That the City provided the property owner for each of the Assessed Properties with notice to repair and a copy of a City Council resolution of intent to assess the property pursuant to Ohio Revised Code Chapter 729 and Cincinnati Municipal Code Sections 721-149, 721-167, and 721-169.

Section 6. That notes and bonds of the City of Cincinnati may be issued in anticipation of the collection of the assessments.

Section 7. That any amount received as a result of the assessments levied herein shall be deposited into the Sidewalk Special Assessment Fund.

Section 8. That a property owner's right under Section 721-159 of the Cincinnati Municipal Code to file a protest against an assessment shall expire 180 days following the date of the first tax bill containing a sidewalk assessment for the protested work.

Section 9.	That this ordinance sh	all take effect and be	in force from and after the earliest
period allowed by	law.		
Passed:		, 2020	
			John Cranley, Mayor
Attest:	Clerk		

### **EXHIBIT A**

**Total Assessment Amount** 

\$162,611.85

Term Years:

3

Term Assessment Amount:

\$134.371.39

		Term Assessment Amount:	\$134,371.39 
Location #	Billing Parcel	Location	Collection Amount
1	007500020192	546 E 13th St	\$781.27
2	012600030061	3228 Ashwood Dr	\$1,128.30
3	012600030073	3231 Ashwood Dr	\$267.18
4	012600030088	3282 Ashwood Dr	\$533.29
5	011600020083	1240 AVON Dr	\$954.28
6	005000050001	4218 BALLARD Av	\$9,298.55
7	020200420153	1771 Baltimore Av	\$313.15
8	020200420156	1775 Baltimore Av	\$1,098.55
9	022900050113	5801 BELMONT Av	\$1,168.34
10	011700050027	1402 Carolina Av	\$1,180.92
11	007300010173	1031 CELESTIAL St	\$1,073.84
12	021700510041	3534 Clifton Av	\$5,089.45
13	003600060175	4323 CONANT St	\$995.99
14	018000800382	4749 DALE Av	\$425.64
15	017900790327	4325 DELRIDGE Dr	\$1,215.72
16	017500170089	906 ELBERON AV	\$2,215.63
17	019400080019	1905 ELMORE St	\$2,133.77
18	004000060084	2826 ERIE Av	\$1,797.69
19	018300020311	2120 Ferguson Rd	\$9,198.23
20	005800020024	3461 FERNSIDE PI	\$1,754.71
21	021600470176	19 Forest Av	\$306.05
22	021600470189	33 Forest Av 35 Forest Av	\$1,419.53
23 24	021600470166 003900020338	3320 Glenhurst Pl	\$2,277.36 \$426.77
2 <del>4</del> 25	018200050014	4744 GREEN GLEN Ln	\$1,215.01
26 26	020800550091	2836 HARRISON Av	\$10,577.81
27	018000800140	4701 HIGHRIDGE AV	\$1,967.74
28	018000800140	4716 HIGHRIDGE AV	\$2,244.69
29	018000800399	4718 HIGHRIDGE Av	\$725.02
30	018000800342	4722 HIGHRIDGE Av	\$1,761.81
31	018000800355	4733 HIGHRIDGE Av	\$676.17
32	018000800346	4740 HIGHRIDGE Av	\$1,179.65
33	018000800258	4779 HIGHRIDGE Av	\$891.19
34	018000800259	4781 HIGHRIDGE Av	\$608.71
35	010300020027	3209 Jefferson Av	\$887.61
36	005600020022	1881 Keys Crsc	\$1,821.46
37	01800A800516	5023 LIMBERLOST Ln	\$340.14
38	018000800124	1028 LOCKMAN Av	\$355.76
39	018000800121	1034 LOCKMAN Av	\$410.85
40	018000800119	1038 LOCKMAN Av	\$405.89
41	018000800115	1048 LOCKMAN Av	\$632.71
42	018000800144	1051 LOCKMAN Av	\$799.40
43	018000800151	1071 LOCKMAN Av	\$2,266.74
44	018000800153	1077 LOCKMAN Av	\$767.63
45	010000020229	229 Lyon St	\$1,226.09

46	003900020210	3931 Marburg Av	\$482.16
47	005000060027	4109 MARBURG AV	\$2,670.77
48	005000000027	4111 MARBURG AV	\$1,658.73
49	005000000025	4115 MARBURG AV	\$1,411.15
50	023300020013	1623 MARLOWE AV	\$1,072.99
51	023300020013	1629 MARLOWE AV	\$864.54
52	020800550330	2653 MCKINLEY AV	\$1,753.21
53	020800550322	2658 MCKINLEY AV	\$499.20
54	020800550293	2661 MCKINLEY AV	\$1,577.36
55	020800550299	2662 MCKINLEY AV	\$1,775.34
56	020800550299	2681 MCKINLEY AV	\$504.89
57	020800550304	2704 MCKINLEY AV	\$289.01
58	020800550225	2740 MCKINLEY AV	\$2,351.21
59	020800550225	2750 MCKINLEY AV	
60	020800550202	2751 MCKINLEY AV	\$1,192.43 \$1,432.53
61	020800550237	2752 MCKINLEY AV	\$1,422.53 \$2,127.42
		2753 MCKINLEY AV	\$2,137.43
62 63	020800550236	2754 MCKINLEY AV	\$2,143.55 \$754.95
63 64	020800550151	2755 MCKINLEY AV	\$754.85
64	020800550234		\$254.92
65	020800550275	2756 MCKINLEY AV	\$1,203.65 \$0,504.70
66	010000010146	261 W MCMILLAN St	\$2,584.70
67	011700140130	1615 Miramar Ct	\$4,999.15 \$1,005.44
68	012600020087	5918 OMEARA PI	\$1,385.44
69	012600020079	5920 OMEARA PI	\$458.54
70 	018000800252	1020 OVERLOOK AV	\$1,453.46
71 	018000800251	1024 OVERLOOK AV	\$736.24
72 	012600030112	5754 PANDORA AV	\$936.64
<b>73</b>	012600030019	5796 PANDORA AV	\$2,288.72
74 	020800550244	2700 POWELL Dr	\$1,902.72
<b>75</b>	020800550266	2703 POWELL Dr	\$317.41
76	020800550265	2711 POWELL Dr	\$328.77
77	018000800128	4716 RAPID RUN Rd	\$1,743.63
78	018000800129	4732 RAPID RUN Rd	\$1,490.96
79	020400140064	1605 Ross Av	\$3,228.78
80	024300060017	7949 Stillwell Rd	\$499.20
81	020800590194	2929 WERK Rd	\$703.72
82	020800590174	2947 WERK Rd	\$1,396.80
83	020800590193	2955 WERK Rd	\$578.60
84	018300020110	4983 Western Hills Av	\$590.10
85	018300020109	4987 Western Hills Av	\$306.05
86	010200040001	31 William H Taft Rd	\$1,605.58
		Term Years	.: <b>5</b>
		Term Assessment Amount	_
		rem Assessment Amount	ψυ,ετε.υε
Location #	Billing Parcel	Location	Collection Amount
87	016400030092	932 BRADFORD Ct	\$1,749.02
88	018000800123	1030 LOCKMAN Av	\$1,489.79
89	020800550241	2743 MCKINLEY Av	\$1,834.24
90	005000030033	4100 TAYLOR Av	\$1,169.56

		Term Years:	10
		Term Assessment Amount:	\$8,831.87
Location #	Billing Parcel	Location	Collection Amount
91	020700530010	2299 Harrison Av	\$1,215.01
92	018000800345	4738 HIGHRIDGE Av	\$1,443.51
93	018000800105	4681 LORETTA Av	\$2,557.15
94	020800550359	2649 MCKINLEY Av	\$749.88
95	010000010341	2326 Ravine St	\$1,395.67
96	011700150019	7837 SUNFIELD Dr	\$1,470.66
		Term Years:	20
		Term Assessment Amount:	\$13,165.98
Location #	Billing Parcel	Location	Collection Amount
97	011500030011	303 E Mitchell Av	\$3,126.67
98	020800570001	2970 WERK Rd	\$10,039.32

**Total Assessment Amount** 

\$162,611.85

3

Term Years:

Term Assessment Amount: \$134,371.39

		Term Assessment Amount:	\$134,371.39
Location #	Billing Parcel	Location	Collection Amount
1	007500020192	546 E 13th St	\$781.27
2	012600030061	3228 Ashwood Dr	\$1,128.30
3	012600030073	3231 Ashwood Dr	\$267.18
4	012600030088	3282 Ashwood Dr	\$533.29
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7	020200420153	1771 Baltimore Av	\$313.15
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9	022900050113	5801 BELMONT Av	\$1,168.34
10	011700050027	1402 Carolina Av	\$1,180.92
11	007300010173	1031 CELESTIAL St	\$1,073.84
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17	019400080019	1905 ELMORE St	\$2,133.77
18	004000060084	2826 ERIE Av	\$1,797.69
19	018300020311	2120 Ferguson Rd	\$9,198.23
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21	021600470176	19 Forest Av	\$306.05
22	021600470189	33 Forest Av	\$1,419.53
23	021600470166	35 Forest Av	\$2,277.36
24	003900020338	3320 Glenhurst Pl	\$426.77
25	018200050014	4744 GREEN GLEN Ln	\$1,215.01
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33	018000800258	4779 HIGHRIDGE Av	\$891.19
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35	010300020027	3209 Jefferson Av	\$887.61
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39	018000800121	1034 LOCKMAN AV	\$410.85
40	018000800119	1038 LOCKMAN AV	\$405.89
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55	020800550299	2662 MCKINLEY Av	\$1,775.34
56	020800550336	2681 MCKINLEY Av	\$504.89
57	020800550304	2704 MCKINLEY Av	\$289.01
58	020800550225	2740 MCKINLEY Av	\$2,351.21
59	020800550202	2750 MCKINLEY Av	\$1,192.43
60	020800550237	2751 MCKINLEY Av	\$1,422.53
61	020800550270	2752 MCKINLEY Av	\$2,137.43
62	020800550236	2753 MCKINLEY Av	\$2,143.55
63	020800550151	2754 MCKINLEY Av	\$754.85
64	020800550234	2755 MCKINLEY Av	\$254.92
65	020800550275	2756 MCKINLEY Av	\$1,203.65
66	010000010146	261 W MCMILLAN St	\$2,584.70
67	011700140130	1615 Miramar Ct	\$4,999.15
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72	012600030112	5754 PANDORA Av	\$936.64
73	012600030019	5796 PANDORA Av	\$2,288.72
74	020800550244	2700 POWELL Dr	\$1,902.72
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81	020800590194	2929 WERK Rd	\$703.72
82	020800590174	2947 WERK Rd	\$1,396.80
83	020800590193	2955 WERK Rd	\$578.60
84	018300020110	4983 Western Hills Av	\$590.10
85	018300020109	4987 Western Hills Av	\$306.05
86	010200040001	31 William H Taft Rd	\$1,605.58

Term Years: 5

Term Assessment Amount: \$6,242.62

Location #	Billing Parcel	Location	Collection Amount
87	016400030092	932 BRADFORD Ct	\$1,749.02
88	018000800123	1030 LOCKMAN Av	\$1,489.79
89	020800550241	2743 MCKINLEY Av	\$1,834.24
90	005000030033	4100 TAYLOR Av	\$1.169.56

		Term Years:	10
		Term Assessment Amount:	\$8,831.87
Location #	Billing Parcel	Location	Collection Amount
91	020700530010	2299 Harrison Av	\$1,215.01
92	018000800345	4738 HIGHRIDGE Av	\$1,443.51
93	018000800105	4681 LORETTA Av	\$2,557.15
94	020800550359	2649 MCKINLEY Av	\$749.88
95	010000010341	2326 Ravine St	\$1,395.67
96	011700150019	7837 SUNFIELD Dr	\$1,470.66
		Term Years:	20
		Term Assessment Amount:	\$13,165.98
Location #	Billing Parcel	Location	Collection Amount
97	011500030011	303 E Mitchell Av	\$3,126.67
98	020800570001	2970 WERK Rd	\$10,039.32



Date: September 2, 2020

To: Mayor and Members of City Council

From: Paula Boggs-Muething, Interim City Manager

Subject: Liquor License - New

#### FINAL RECOMMENDATION REPORT

OBJECTIONS: None

This is a report on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for the following:

APPLICATION: 0335491 PERMIT TYPE: NEW CLASS: D1

NAME: AUSIBELLE HOLDINGS LLC
DBA: URBAN AIR ADVENTURE PARK

3321 ALAMO AVE

CINCINNATI, OH 45209

The City of Cincinnati Police Department, Department of Buildings & Inspections, Health Department, Cincinnati Recreation Commission, and Park Board have completed their investigations regarding this application and have not responded as of today's date.

Police Department Approval

David M. Laing, Assistant City Prosecutor

Law Department - Recommendation

Objection

No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: September 7, 2020



September 2, 2020

To: Mayor and Members of Council

From: Paula Boggs Muething, Interim City Manager

Subject: FY 2019 Single Audit Report and Comprehensive Annual Financial

Report (CAFR), Auditor's Management Letter, and City Response to

Auditor's Management Letter

The Ohio Auditor of State has issued an unmodified opinion regarding the financial statements that they "present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Cincinnati, Hamilton County, Ohio as of June 30, 2019, and the respective changes in financial position and, where applicable, cash flows, thereof for the year then ended in accordance with the accounting principles generally accepted in the United States of America."

The Auditor's Management Letter includes comments for your consideration regarding the City's compliance with applicable laws, regulations, grant agreements, contract provisions, and internal control. These comments represent matters for which the auditors believe improvements in compliance, internal controls, or operational efficiencies might be achieved. The Finance Department has coordinated with the impacted departments to provide responses to the Management Letter comments.

Transmitted are the fiscal year 2019 financial audit reports, including the Single Audit Report, Comprehensive Annual Financial Report, the Auditor's Management Letter, and the City Response to the Auditor's Management Letter. This report and the referenced attachments were previously sent to the Mayor and Member of Council on March 4, 2020; however, the report was inadvertently filed as an FYI memo and never approved and filed by City Council.

#### Attachments

c: Karen Alder, Finance Director Christopher A. Bigham, Assistant City Manager



Corporate Centre of Blue Ash 11117 Kenwood Road Blue Ash, Ohio 45242-1817 (513) 361-8550 or (800) 368-7419 SouthwestRegion@ohioauditor.gov

#### MANAGEMENT LETTER

City of Cincinnati Hamilton County 801 Plum Street Cincinnati, Ohio 45202

To the Honorable Mayor and Members of the City Council:

We have audited the financial statements of the City of Cincinnati, Hamilton County, Ohio (the City) in accordance with *Government Auditing Standards*, as of and for the year ended June 30, 2019, and have issued our report thereon dated December 30, 2019.

Government Auditing Standards require us to report significant internal control deficiencies, fraud, (including noncompliance with laws and regulations), and also abuse and noncompliance with contracts and grant agreements that could directly and materially affect the determination of financial statement amounts. We have issued the required report dated December 30, 2019, for the year ended June 30, 2019.

2 CFR Part 200 subpart F requires that we report all material (and certain immaterial) instances of noncompliance, significant deficiencies, and material weaknesses in internal control related to major federal financial assistance programs. We have issued the required report dated January 30, 2020, for the year ended June 30, 2019.

We are also submitting the following comments for your consideration regarding the City's compliance with applicable laws, regulations, grant agreements, contract provisions, and internal control. These comments reflect matters that do not require inclusion in the *Government Auditing Standards* or Single Audit reports. Nevertheless, these comments represent matters for which we believe improvements in compliance or internal controls or operational efficiencies might be achieved. Due to the limited nature of our audit, we have not fully assessed the cost-benefit relationship of implementing these recommendations. These comments reflect our continuing desire to assist your government but are only a result of audit procedures performed based on risk assessment procedures and not all deficiencies or weaknesses in controls may have been identified. If you have questions or concerns regarding these comments please contact your regional Auditor of State office.

#### **Noncompliance**

#### 1. CSA Unfunded Liability

**Exhibit A of the Collaborative Settlement Agreement (CSA), Operative Settlement Terms No. 3** states the City shall create a 115 Trust Fund prior to the effective date for the purpose of holding and investing funds to provide healthcare retirement benefits. The City must fund the 115 Trust Fund at actuarially appropriate levels sufficient to provide the benefits for the term of the CSA.

The Pension Valuation Report provided by its actuary Cheiron indicates that at December 31, 2018 the actuarial liability of \$504,756,819 exceeded the actuarial value of assets of \$490,886,745 resulting in an unfunded liability of \$13,870,074.

Efficient • Effective • Transparent

## Noncompliance (Continued)

Failure to adequately fund the 115 Trust Fund could result in a deterioration of the funded status over time. The City should properly fund the 115 Trust Fund as required by the CSA.

#### 2. CSA 115 Trust Funding Policy

**Exhibit A of the Collaborative Settlement Agreement (CSA), Operative Settlement Terms No. 26** regarding Healthcare Funding Obligation states that the City develop and present a proper funding policy for the 115 Trust Fund no later than 30 days prior to the Fairness Hearing. The funding policy will satisfy all consent decree requirements including but not limited to the City's obligation to fully fund the 115 Trust at actuarially appropriate levels for the term of this Agreement.

The City has not presented a proper funding policy for the 115 Trust Fund which fully funds the 115 Trust at actuarially appropriate levels for the term of the Agreement.

Failure to present and implement a funding policy as required could lead to the City's accumulating an unfunded liability for the 115 Trust and possible litigation for the City not being able to meet healthcare requirements per the Agreement.

The City should develop a proper funding policy for the 115 Trust Fund and fund it at actuarially appropriate levels sufficient to provide benefits for the term and as required by the CSA.

#### 3. CSA Collection of Class Counsel Fees

**Exhibit A of the Collaborative Settlement Agreement (CSA), Operative Settlement Terms No. 34** states in part any class counsel fees associated with representation of the Current Employees Class will be ultimately paid back to the Cincinnati Retirement System (CRS) Fund by members of that class from their pension benefits over time in a fair manner consistent with the terms of the Class Notice.

In October 2015, CRS assets were used to pay fees in the amount of \$4.6 million to the attorneys representing the Current Employee Class. The Board and CRS staff are unaware of any progress by the various City and plaintiff attorneys to finalize a collection approach. There are currently 530 Current Employee Class members who are retired, and according to the CSA, are eligible to have a portion of their pension benefit withheld to offset the attorney fees paid by CRS on their behalf.

Failure to collect the attorney fees is resulting in less funding for plan assets. The City should finalize an agreement with the Current Employees Class as per the CSA to recoup attorney fees paid on behalf of the Current Employees Class.

#### Recommendations

#### 1. Park Board Comprehensive Budget

The City of Cincinnati initiated a contract with the accounting firm of Crowe Horwath LLP wherein the firm would provide financial analysis and advisory services relative to the Park Board, Parks Department and Parks Foundation. Crowe Horwath issued a July 26, 2016 report that included the following recommendations: the Park Board obtain a Memorandum of Understanding between the Board, City and Foundation; and the Park Board prepare a comprehensive budget of all sources of anticipated revenues and expenditures.

### Recommendations (Continued)

For 2019 the Park Board did not maintain a comprehensive budget of all sources of anticipated revenues and expenditures. The Park Board prepared, approved, and monitored a budget for the Park Board and the City of Cincinnati prepared a separate budget for certain Park activity accounted for in the City funds.

Failure to prepare a combined budget leaves the Park Board and City of Cincinnati without a complete picture of Cincinnati Park activity and could result in inefficiencies, increased costs, and lack of proper monitoring by the Park Board and Cincinnati City Council. Failure to use a double entry accounting system increases the risk that errors, theft and fraud could occur and not be detected in a timely manner.

The Park Board, Parks Department and Parks Foundation should review and implement the recommendations in the July 26, 2016 Crowe Horwath report.

#### 2. Police Overtime Forms

City of Cincinnati Police Department Procedure Manual Section 12.825 - Compensatory Time and Paid Overtime states, in part: ...personnel working overtime must complete and submit a Form 68P, Overtime and Court Appearance Report by the end of the next working day after the overtime work has been completed. Authorization must be given prior to the employee working the overtime. Authorization of the pre-approval of overtime will be documented in the "Overtime pre-approved by" block on the Form 68P in the form of a signature or name of the unit or name of the supervisor authorizing the overtime. The Form 68P is then completed by filling out the "Duty hours", "Overtime hours" and "Reason" block. After the Form 68P is then completed a supervisor must sign the "Verified by" line after verifying the accuracy and completeness of overtime documented on the form.

The completed Form 68P should be approved by the employee's supervisor and submitted to the payroll timekeeper for entering into the PeopleSoft payroll system. The City's policy also indicates that failure to have the form pre-approved and/or verified would result in the form being incomplete and not being approved by the reviewing district/section commander. Payment to the employee is based on information submitted into the payroll system.

We identified the following conditions related to management controls over police overtime procedures:

- Three of 25 (2.4%) employee forms had no pre-approved signature
- Four of 25 (3.2%) employee forms contained incomplete information
- Two of 25 (1.6%) employee forms did not have "verified by" signatures
- Two of 25 (1.6%) employee forms were not stamped or signed by timekeeper

Additionally, the employee forms noted above were approved by the commander, which is contrary to the City's policy. Furthermore, for 32 of 126 (25.4%) Forms 68p the commander did not actually sign the document, but a signature stamp was used.

### Recommendations (Continued)

Failure to properly document and approval overtime forms could result in employees being paid incorrect amounts and it increases the risk that theft, fraud, or errors could occur and not be detected in a timely manner.

All required forms should be completely filled out, properly pre-approved and verified, signed using an actual signature rather than a stamp to ensure that the forms are actually being reviewed and corrected if necessary.

#### 3. Commercial Paper Investments Procedures

All public officials and management are responsible for the design and operation of a system of internal control that is adequate to provide reasonable assurance regarding the operations of their respective public offices in certain categories.

The City may invest or deposit up to 40% of interim moneys available in commercial paper notes and bankers acceptances as described in Ohio Rev. Code § 135.14(B)(7). The investment in commercial paper notes of a single issuer shall not exceed in the aggregate 5% of interim moneys available for investment at the time of purchase.

The City relies on Meeder Investment managers to determine that the notes are in the highest classification rating and that the notes of a single issuer do not exceed 10% of the aggregate value of the outstanding commercial paper of the issuing corporation, but does not have a procedure in place to determine that the investments in commercial paper do not exceed 5% of the interim monies available for investment at the time of purchase.

Failure to verify the commercial paper investment percentage reduces the City's ability to monitor investment activities and increases the risk of noncompliance. The City should develop procedures to ensure investments in commercial paper do not exceed 5% of the interim monies available for investment at the time of purchase.

#### 4. IT - Employee Separation

Proper computer security requires that user accounts be disabled or removed from the system upon employee separation.

Departments were responsible for notifying the ETS staff upon employee separation as the City did not have an automated process for identifying separated staff. The Enterprise Technology Solutions (ETS) utilized a termination checklist for removing access rights to systems and applications. The form was required by ETS, while other departments are encouraged to use the termination checklist. Upon employee separation, ETS reviewed application software and network access rights to identify access assigned to the former employee for necessary removal of rights.

Seven city staff had CFS access removed from the prior audit. Three of the seven users retired from the City and did not have termination checklists.

Because the City employs 6,500 employees, some of which are part-time, without an automated procedure, it is possible the ETS department will not be notified in a timely manner regarding an employee separation.

### Recommendations (Continued)

The City should devise an automated procedure for notifying ETS upon employment separation to help ensure access privileges of those no longer with the City are immediately removed or disabled from the system. Until an automated process is implemented, ETS management should review and sign-off on the completed termination checklist to help ensure it is completed.

The City should document a review of access rights for all separated staff to help reduce the likelihood of unauthorized access. In addition, management should periodically review user accounts and their privileges to help ensure access rights are consistent with assigned job responsibilities.

#### 5. IT Security – Active Directory Password Expiration

System level users should be granted access to the accounts and functions they require to perform their job. To help ensure this, passwords are used to authenticate the identity of the user attempting to gain access to the system. To prevent the integrity of these passwords from being compromised, passwords should be changed periodically and have password expiration set at least 90 days.

The Active Directory password parameter at the City is set for 90 days. However, users existed without password expiration.

These weaknesses increase the possibility that passwords could be compromised and attempts be made to gain unauthorized access to the system.

All system users should have a password expiration set to 90 days. In addition, passwords should be chosen so that they are not easily associated with the user to which they were assigned. City management should routinely review system accounts to assess the reasonableness and need for these accounts.

#### 6. IT Security – Linux Password Parameters

System level users should be granted access to the accounts and functions they require to perform their job. To help ensure this, passwords are used to authenticate the identity of the user attempting to gain access to the system. To prevent the integrity of these passwords from being compromised, passwords should be changed periodically and have a minimum length required.

The Linux passwords for the Payroll and Finance applications have not been recently changed.

This weakness increases the possibility that these passwords could be compromised and attempts be made to gain unauthorized access to the system.

System level passwords should be changed periodically, as ninety days is the suggested standard. The minimum length of a password should be at least six characters. In addition, passwords should be chosen so that they are not easily associated with the user to which they were assigned. City management should routinely review system accounts to assess the reasonableness and need for these accounts. Authorized access control options (e.g., password change intervals, disabling accounts, authorized privileges, etc.) should be reviewed and assigned on an as-needed basis only.

The City of Cincinnati has responded to issues discussed in this Management Letter. You may obtain a copy of their response from Cheryl Watson at 513-352-5323.

We intend this report for the information and use of the Mayor, City Council, and management.

Keith Faber Auditor of State

Columbus, Ohio

January 30, 2020





# CITY OF CINCINNATI HAMILTON COUNTY

#### **TABLE OF CONTENTS**

IIILE	PAGE
Independent Auditor's Report	Under Separate Cover
Prepared by Management:	
Comprehensive Annual Financial Report	Under Separate Cover
Schedule of Expenditures of Federal Awards	1
Notes to the Schedule of Expenditures of Federal Awards	5
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Required by Government Auditing Standards	7
Independent Auditor's Report on Compliance with Requirements Applicable to Each Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance	9
Schedule of Findings	13

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CITY OF CINCINNATI, OHIO Schedule of Receipts and Expenditures of Federal Awards

Schedule of Receipts and Expenditures of rederal Awards	(Non-GAAP Budgetary Basis)	For Fiscal Year ended June 30, 2019		
			(Amount in Thousands)	

Grantor/ Program Title	Fund	CFDA#	Grant#	Fund Class	Agency	Federal Revenue Received	Contributions & Other Revenue (Non-Federal)	Federal Expenditures	Advances (Repayments) or Adjustments	Amount provided to Sub recipients
U.S. DEPARTMENT OF AGRICULTURE  • Passed through Ohio Department of Health Hamilton County WIC Program Hamilton County WIC Program	391 391 <b>Total for C</b>	391 10.557 391 10.557 Total for CFDA No. 10.557	03120011WA1118 03120011WA1219	NAM NAM	Health Health	\$ 1,186 2,044 3,230	\$ 5 7 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	\$ 3,203		
<ul> <li>Passed through Ohio Department of Education Child and Adult Care Food Program (CACFP)</li> </ul>	324 Total for C	324 10.558 Total for CFDA No. 10.558	55x2031	NAR	Recreation			4 4		
TOTAL U.S. DEPARTMENT OF AGRICULTURE						3,230	13	3,207		Ĭ
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT CDBG Entitlement Grants Cluster: Community Development Block Grants/				( ·		ć		č		
Entitlement Grans Community Development Block Grants/ Entitlement Grants	304	14.218	B15MC390003	NAC	DCED	1,598		1,457		\$ 200
Community Development Block Grants/ Entitlement Grants	304	14.218	B16MC390003	NAC	DCED	823		651		40
Community Development Block Grants/ Entitlement Grants	304	14.218	B17MC390003	NAC	DCED	3,171		2,893		1,116
Community Development Block Grants/ Entitlement Grants	304	14.218	B18MC390003	NAC	DCED	4,714	402	5,257		2,962
Community Development Block Grants/ Entitlement Grants	304 Total for C	304 14.218 Total for CFDA No. 14.218 i	B19MC390003	NAC Total for CDBG - E	NAC DCED Total for CDBG - Entitlement Grants Cluster	11,175 er 11,175	258 967 967	960 12,029 12,029		4,318
Emergency Solutions Grant Program - 2017 Grant Emergency Solutions Grant Program - 2018 Grant	445 445 <b>Total for C</b>	445 14.231 445 14.231 <b>Total for CFDA No. 14.231</b>	E17 MC 39 0003 E18 MC 39 0003	NAO NAO	DCED	949		9 949 958		9 948 957
HOME Investment Partnerships Program - 2014 HOME Investment Partnerships Program - 2015 HOME Investment Partnerships Program - 2016 HOME Investment Partnerships Program - 2017	4 4 4 4 4 4	14.239 14.239 14.239 14.239 14.239	M14MC390213 M15MC390213 M16MC390213 M17MC390213 M18MC390213 M19MC390213	Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z		1,118 107 177 239 243	93 747	1,145 112 177 265 243		8 141
COME IIIVestilleri Fatureisiilps Flogram 2019	Total for C	Total for CFDA No. 14.239	NI SINICOSOZI I			1,884	258	1,942		149
Housing Opportunities for Persons with AIDS - 2016 Housing Opportunities for Persons with AIDS - 2017 Housing Opportunities for Persons with AIDS - 2018	465 465 465 <b>Total for C</b>	465 14.241 465 14.241 465 14.241 <b>Total for CFDA No. 14.241</b>	OHH 16001 OHH 17001 OHH 18001	NAO NAO NAO	DCED DCED DCED	46 311 506 863		43 335 485 863		43 335 485 863
CDBG Section 108 Loan Guarantees	305 <b>Total for C</b>	305 14.248 Total for CFDA No. 14.248 i	B12MC 390003	NAO	DCED		151	319		
Lead Hazard Reduction Demonstration Grant Program Lead Hazard Reduction Demonstration Grant Program	381 387 <b>Total for C</b>	381 14.905 387 14.905 <b>Total for CFDA No. 14.905</b>	OHLHB0582-14 OHLHD031117	NAM	Health Finance	98 35 133		52 124 176		
TOTAL FOR U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	ND URBAN DE	VELOPMENT				15,013	1,376	16,287		6,287
U.S DEPARTMENT OF INTERIOR  Fish and Wildlife Cluster:  * Passed through Ohio Department of Natural Resources, Division of Wildlife Sport Fish Restoration 324 Sport Fish Restoration Total for CFDA	Division of Wile 324 324 <b>Total for C</b>	ision of Wildlife 324 15.605 324 15.605 Total for CFDA No. 15.605	AQ18-31102 AQ19-31102	NAR NAR Total for	R Recreation R Recreation Total for Fish and Wildlife Cluster	8 8 8		7 1 8 8 8		

1

# TOTAL FOR U.S. DEPARTMENT OF INTERIOR

CITY OF CINCINNATI, OHIO
Schedule of Receipts and Expenditures of Federal Awards
(Non-GAAP Budgetary Basis)
For Fiscal Year ended June 30, 2019

(Amount in Thousands)

Grantor/ Program Title	Fund	CFDA#	Grant#	Fund Class	Agency	Federal Revenue Received	Contributions & Other Revenue (Non-Federal)	Federal Expenditures	Advances (Repayments) or Adjustments	Amount provided to Sub recipients
U.S. DEPARTMENT OF JUSTICE  • Passed through Ohio Altorney General Crime Victim Assistance (18VALU & 18VALU ADD-ON) Crime Victim Assistance (19VALU)	368 368 Total for C	368 16.575 368 16.575 Total for CFDA No. 16.575	2018-VOCA-109309512 / 128496696 2019-VOCA-132135903	N N N N N N N N N N N N N N N N N N N	Police Police	\$ 36 99 135		\$ 44 104 148		
Passed through Ohio Office of Criminal Justice Services Violence Against Women Formula Grants (TYVAWA) Violence Against Women Formula Grants (18VAWA)  1	368 368 Total for C	368 16.588 368 16.588 20 Total for CFDA No. 16.588	2017-WF-VA5-8583 2017-WF-VA5-8583a / 2018-WF-VA5-8583 88	NAS NAS	Police Police	44 13 57		44 13 57		\$ 44 13
Public Safety Partnership and Community Policing Grants (15COPS) Public Safety Partnership and Community Policing Grants (16COPS)	368 368 <b>Total for C</b>	368 16.710 368 16.710 Total for CFDA No. 16.710	2015-UL-WX-0030 2016-UL-WX-0050	NAS NAS	Police Police	343		343 673 1.016		,
2016 Technology Innovation for Public Safety (16TIPS) Edward Byrne Memorial Tustice Assistance Grant	368		2016-DG-BX-K052	NAS	Police	32			\$ (40)	
Program (1974)  Program (1974)  Felward Byrne Memorial . Instite Assistance Grant	478	16.738	2016-DJ-BX-0213	NAS	Police		8	99	0.2	99
Program Byrne Manorial Instito Assistance Grant	478	16.738	2017-DJ-BX-0116	NAS	Police	302	8	154		154
	478 Total for C	478 16.738 Total for CFDA No. 16.738	2018-DJ-BX-0599	NAS	Police	295	4	133	30	133
Body Worn Camera Policy and Implementation	980 Total for C	980 16.835 Total for CFDA No. 16.835	2016-BC-BX-K061	CP	Police	150		178		
Equitable Sharing Program Equitable Sharing Program	366 367 <b>Total for C</b>	366 16.922 367 16.922 <b>Total for CFDA No. 16.922</b>		NAS NAS	Police Police	483 (21) 462	9	88 233 321	124 (85) 39	
TOTAL FOR U.S. DEPARTMENT OF JUSTICE					"	2,502	10	2,135	69	400
U.S. DEPARTMENT OF TRANSPORTATION Airport Improvement Program (FAA Local Match 142329) Airport Improvement Program (FAA (ODET Local Airport Improvement Program (FAA (ODET Local	086	20.106	3-39-0018-022-2014	CP	DOTE			350		
	980 Total for C	980 20.106 <b>Total for CFDA No. 20.106</b>	3-39-0018-024-2017	CP	DOTE	1,434		3,495	,	
Highway Planning and Construction Cluster.  • Passed through Ohio Department of Transportation Highway Planning and Construction	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	20,205 20,205 20,205 20,205 20,205 20,205 20,205 20,205	PID 87036 PID 94088 PID 94484 PID 96693 PID 98772 PID 102062 PID 102062		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	299 1599 1,993 45 97 75 75 75	292 49 1,767	595 203 3,761 45 97 76 60 60		
righway Planning and Construction Highway Planning and Construction	980 980 Total for C	980 20.205 980 20.205 <b>Total for CFDA No. 20.205</b>	PID 101886	CP CP way Planning an	CP DOTE  Total for Highway Planning and Construction Cluster	135 1,413 4,285 4,285	2,611	2,049 7,492 7,492		
Federal Transit Cluster:  * Passed through Southwest Ohio Regional Transit Authority  Federal Transits-Capital Investment Grants	980 Total for C	980 20.500 Total for CFDA No. 20.500 ii	0H-03-0303-0	CP Total for	DOTE  Total for Federal Transit Cluster			3,366 3,366 3,366		

2

CITY OF CINCINNATI, OHIO
Schedule of Receipts and Expenditures of Federal Awards
(Non-GAAP Budgetary Basis)
For Fiscal Year ended June 30, 2019

(Amount in Thousands)

Highway Safety Cluster: Passed through Blue Ash Police Department State and Community Highway Safety State and Community Highway Safety Passed through Ohio Traffic Safety Office State and Community Highway Safety State and Community Highway Safety State and Community Highway Safety	Fund	CFDA#	Grant #	Class	Agency	Revenue Received	Other Revenue (Non-Federal)	Federal Expenditures	(Repayments) or Adjustments	Amount provided to Sub recipients
	368 368	20.600	2017 MOA-Sub-recipient 2018 MOA-Sub-recipient	N AS N AS	Police Police	s 11 6		es 		
	368 368 368 <b>Total for C</b> l	9.6	EP/ST EP/ST 3G-20	N AS N AS N AS	Police Police Police	16 19 8 60		16 19 15 67		
Passed through Ohio Traffic Safety Office National Priority Safety Programs	368 Total for Cl	368 20.616 Total for CFDA No. 20.616	DDEP-2019-00033	NAS <b>Total for</b>	Police Total for Highway Safety Cluster	9		6 6		
Passed through Ohio Traffic Safety Office Minimum Penalties for Repeat Offenders for Driving While Intoxicated	368	20.608	DEP/STEP-2018-Cinti Police Dept-00026	NAS	Police	31		31		
Minimum Penatties for Repeat Offenders for Driving While Intoxicated	368 Total for Cl	368 20.608 ID Total for CFDA No. 20.608	IDEP/STEP-2019-Cinti Police Dept-00012 8	NAS	Police	27 58		27 58		
TOTAL FOR U.S. DEPARTMENT OF TRANSPORTATION	N O				' "	5,843	\$ 2,611	14,834	•	
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES  * Passed through Council On Aging of Southwest Ohio Special Programs for the Aging, Tile III, Part D. Disease Prevention and Health Promotion Services	324 Total for Cl	324 93.043 Total for CFDA No. 93.043		NAR	Recreation					
Aging Cluster:  • Passed through Council On Aging of Southwest Ohio Special Programs for the Aging. Title III, Part B, Grants for Supportive Services and Senior Centers.	324	324 93.044	65x2076	NAR	Recreation	10	4	Z L		
Special Programs for the Aging, Title III, Part C, Nutrition Services	324 Total for Cl	324 93.045 Total for CFDA No. 93.045	65x2076	NAR	Recreation	76		011		
Nutrition Services Incentive Program	324 Total for Cl	324 93.053 Total for CFDA No. 93.053	65×2076	NAR	Recreation  Total for Aqing Cluster	10	- 4	8 8		
<ul> <li>Passed through National Recreation and Parks Association Chronic Diseases: Research, Control and Prevention</li> </ul>	324 Total for CI	324 93.068 Total for CFDA No. 93.068		NAR	Recreation	,				
	350	93.074	03120012PH1019	NAM	Health	64		64		
Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements	350 Total for Cl	350 93.074 Total for CFDA No. 93.074	03120012PH0918	NAM	Health	46		64		
<ul> <li>Passed through Ohio Department of Health Family Planning Services Family Planning Services</li> <li>Family Planning Services</li> </ul>	350 350 350 <b>Total for C</b> l	350 93.217 350 93.217 350 93.217 <b>Total for CFDA No. 93.217</b>	03120011RH0819 03120011RH0920 03120011RH0718	NAM NAM NAM	Health Health Health	250 116 366	27 10 17 54	276 556 135 967	\$ 10	
Health Center Program Cluster Health Center Program (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care) * Passed through Cincinnati Health Network	446	93.224	H80CS25683	NAM	Health	2,884		2,843		
		448 93.224 Total for CFDA No. 93.224	H80CS00189	NAM otal for Health	NAM Health Total for Health Center Program Cluster	257 3,141 3,141		221 3,064 3,064		

(continued)

CITY OF CINCINNATI, OHIO
Schedule of Receipts and Expenditures of Federal Awards
(Non-GAAP Budgetary Basis)
For Fiscal Year ended June 30, 2019

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(Amount in Thousands)						Federal	Contributions &		Advances	
Grantor/ Program Title	Fund	CFDA#	Grant#	Fund Class	Agency	Revenue Received	Other Revenue (Non-Federal)	Federal Expenditures	(Repayments) or Adjustments	Amount provided to Sub recipients
* Passed through Ohio Department of Health Immunization Cooperative Agreements Immunization Concustive Agreements	415 415	93.268	03120012GV0119	N AM	Health Health	\$ 211		\$ 238		
IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	Total for	Total for CFDA No. 93.268	210181121002100	NC.	וממווו	253		238	,	
<ul> <li>Passed through Ohio Department of Health Tobacco Use Prevention and Cessation Tobacco Use Prevention and Cessation</li> </ul>	350	350 93.305 350 93.305 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	03120014TU0218 03120014TU0319	NAM NAM	Health Health	50		75		
Grants for Capital Development in Health Centers	446 Total for	446 93.526 Total for CFDA No. 93.526	15CFCAA-HIP	NAM	Health	510 510 510	.  .	629		
TANF Cluster:  * Passed through Ohio Department of Jobs and Family Services Temporary Assistance for Needy Families To	rices 323 <b>Total for</b>	es 323 93.558 Total for CFDA No. 93.558	05x2034 & 05x2035	APR	Recreation Total for TANE Cluster	380	\$ 136 136	643 643 643		
<ul> <li>Passed through Ohio Department of Jobs and Family Services Refugee and Entrant Assistance State/Replacement Designee Administered Programs</li> <li>To</li> </ul>	ices 350 <b>Total for</b>	es 350 93.566 Total for CFDA No. 93.566	G-1415-17-0841	NAM	Health			107		
CODF Cluster • Passed through Ohio Department of Jobs and Family Services Child Care and Development Block Grant Tot	rices 323 <b>Total for</b>	es 323 93.575 Total for CFDA No. 93.575	05x2034 & 05x2035	APR	Recreation	191	89	321		
<ul> <li>Passed through Ohio Department of Jobs and Family Services Social Services Block Grant</li> <li>To</li> </ul>	ices 323 <b>Total for</b>	es 323 93.667 Total for CFDA No. 93.667	05x2034 & 05x2035	APR	Recreation	191	89	321		
Passed through Ohio Department of Health     Preventive Health and Health Services Block Grant funded     solely with Prevention and Public Health Funds	425	93.758	03120014CC0918	NAM	Health	52		87		
rievening realing in healing services brow Grant under solely with Prevention and Public Health Funds		425 93.758 Total for CFDA No. 93.758	03120014CC1019	NAM	Health	39		11 98		
* Passed through Ohio Department of Developmental Disabilities Medical Assistance Program Tot	ilities 324 <b>Total for</b>	ties 324 93.778 <b>Total for CFDA No. 93.778</b>		NAR	Recreation	7		11		
<ul> <li>Passed through Ohio Department of Health Maternal and Child Health Services Block Grant to States Maternal and Child Health Services Block Grant to States</li> </ul>		350 93.994 350 93.994 <b>Total for CFDA No. 93.994</b>	03120011RH0819 03120011RH0718	NAM NAM	Health Health	138 125 263		138 125 263		
TOTAL FOR US. DEPARTMENT OF HEALTH AND HUMAN SERVICES	HUMAN SE	RVICES				5,799	330	6,926	\$ 10	
U.S. DEPARTMENT OF HOMELAND SECURITY  * Passed through Ohio Department of Natural Resources, Division of Parks and Watercraft  824 97.012  Total for CFDA 97.012	vivision of Pa 324 <b>Total for</b>	ision of Parks and Watercraft 324 97.012 Total for CFDA 97.012	19-13	NAR	Recreation	<u>+</u>		,		,
<ul> <li>Passed through Ohio Department of Public Safety Disaster Grants - Public Assistance (Presidentially Declared Disasters)</li> </ul>	479 Total for	479 97.036 Total for CFDA No. 97.036	FEMA-4360-DR-15000-00	NAO	Finance	417	121	537		
Assistance to Firefighters Grant Assistance to Firefighters Grant	472 472 <b>Total for</b>	472 97.044 472 97.044 <b>Total for CFDA No. 97.044</b>	EMW-2016-FO-06950 EMW-2017-FO-06892	NAS NAS	Fire Fire	186 1,225 1,411		186 1,216 1,402		
Port Security Grant Program Port Security Grant Program Port Security Grant Program	368 368 368 <b>Total for</b>	368 97.056 368 97.056 368 97.056 <b>Total for CFDA No. 97.056</b>	EMW-2013-PU-00176 EMW-2016-PU-00391 EMW-2017-PU-00197	NAS NAS NAS	Police Police Police	33 35		5 7 61		
Staffing for Adequate Fire and Emergency Response Staffing for Adequate Fire and Emergency Response	472 472 <b>Total for</b>	472 97.083 472 97.083 <b>Total for CFDA No. 97.083</b>	EMW-2015-FH-00547 EMW-2017-FH-00573	NAS	Fire Fire	2,142 632 2,774		2,142 632 2,774		
TOTAL FOR U.S. DEPARTMENT OF HOMELAND SECURITY	ECURITY					4,648	121	4,732		
TOTAL FEDERAL GRANTS & SUBSIDIES (Non-GAAP Basis)	AP Basis)					\$ 37,043	\$ 4,461	\$ 48,129	\$ 79	\$ 6,687

# CITY OF CINCINNATI, OHIO Schedule of Receipts and Expenditures of Federal Awards (Non-GAAP Budgetary Basis) For Fiscal Year ended June 30, 2019

(Amount in Thousands)

# Notes to the Schedule of Receipts and Expenditures of Federal Awards

Basis of Presentation - The schedule of receipts and expenditures of federal awards (the "Schedule") includes the federal award activity of the City under programs of the federal government for the fiscal year ended June 30, 2019. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in financial position, or cash flows of the City.

Summary of Significant Accounting Policies - Expenditures reported on the Schedule are reported on the Non-GAAP budgetary basis of accounting. Such expenditures are recognized following, as applicable, either the cost principles in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, or the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, wherein certain type of expenditures are not allowed or are limited as to reimbursement. Therefore, some amounts presented in this Schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

The City has elected not to use the 10 percent de minimis indirect cost rate as allowed under the Uniform Guidance

Total Department of Community & Economic Development (DCED) loans outstanding at June 30, 2019 totaled \$9,213,374 under CFDA 14,218, \$44,548,249 under CFDA 14,239, \$319,283 under CFDA 14,248, and \$6,547,483 under CFDA 14,246.

ii n 2012 the City entered into an intergovernmental cooperative agreement with SORTA to administer the grants awarded to the City as a sub-recipient. The City is responsible for the assurance that invoices paid are in compliance with the grants. The remaining grant covered under this agreement is: 24,990,000.00 G CFDA 20.500 The Urban Circulator Grant

\* Indicates Federal monies passed through another agency to the City of Cincinnati

# Reconciliation of Schedule of Receipts and Expenditures of Federal

Awards to Budg	Awards to Budgetary Statements	
	Budgetary Statements	SEFA
Special Recreation Fund (APR)	\$ 762 \$	\$ 762
Community Development (NAC)	13,059	13,059
Health (NAM)	8,261	8,261
Other Grants (NAO)	2,273	2,273
Recreation Grants (NAR)	123	123
Safety (NAS)	969'9	969'9
Capital Projects (CP)	5,869	5,869
	•	\$ 37,043

5 197

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Corporate Centre of Blue Ash 11117 Kenwood Road Blue Ash, Ohio 45242-1817 (513) 361-8550 or (800) 368-7419 SouthwestRegion@ohioauditor.gov

# INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS REQUIRED BY GOVERNMENT AUDITING STANDARDS

City of Cincinnati Hamilton County 801 Plum Street Cincinnati, Ohio 45202

To the Honorable Mayor and Members of the City Council:

We have audited, in accordance with auditing standards generally accepted in the United States and the Comptroller General of the United States' *Government Auditing Standards*, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Cincinnati, Hamilton County, (the City) as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated December 30, 2019.

#### Internal Control Over Financial Reporting

As part of our financial statement audit, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures appropriate in the circumstances to the extent necessary to support our opinion on the financial statements, but not to the extent necessary to opine on the effectiveness of the City's internal control. Accordingly, we have not opined on it.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, when performing their assigned functions, to prevent, or detect and timely correct misstatements. A material weakness is a deficiency, or combination of internal control deficiencies resulting in a reasonable possibility that internal control will not prevent or detect and timely correct a material misstatement of the City's financial statements. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all internal control deficiencies that might be material weaknesses or significant deficiencies. Given these limitations, we did not identify any deficiencies in internal control that we consider material weaknesses. However, unidentified material weaknesses may exist.

#### **Compliance and Other Matters**

As part of reasonably assuring whether the City's financial statements are free of material misstatement, we tested its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could directly and materially affect the determination of financial statement amounts. However, opining on compliance with those provisions was not an objective of our audit and accordingly, we do not express an opinion. The results of our tests disclosed no instances of noncompliance or other matters we must report under *Government Auditing Standards*.

Efficient • Effective • Transparent

City of Cincinnati Hamilton County Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Required by Government Auditing Standards Page 2

#### Purpose of this Report

This report only describes the scope of our internal control and compliance testing and our testing results, and does not opine on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed under *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this report is not suitable for any other purpose.

Keith Faber Auditor of State

Columbus, Ohio

December 30, 2019



Corporate Centre of Blue Ash 11117 Kenwood Road Blue Ash, Ohio 45242-1817 (513) 361-8550 or (800) 368-7419 SouthwestRegion@ohioauditor.gov

# INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH REQUIREMENTS APPLICABLE TO EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

City of Cincinnati Hamilton County 801 Plum Street Cincinnati, Ohio 45202

To the Honorable Mayor and Members of the City Council:

#### Report on Compliance for each Major Federal Program

We have audited the City of Cincinnati's (the City) compliance with the applicable requirements described in the U.S. Office of Management and Budget (OMB) *Compliance Supplement* that could directly and materially affect each of the City of Cincinnati's major federal programs for the year ended June 30, 2019. The *Summary of Auditor's Results* in the accompanying schedule of findings identifies the City's major federal programs.

#### Management's Responsibility

The City's Management is responsible for complying with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

#### Auditor's Responsibility

Our responsibility is to opine on the City's compliance for each of the City's major federal programs based on our audit of the applicable compliance requirements referred to above. Our compliance audit followed auditing standards generally accepted in the United States of America; the standards for financial audits included in the Comptroller General of the United States' *Government Auditing Standards*; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). These standards and the Uniform Guidance require us to plan and perform the audit to reasonably assure whether noncompliance with the applicable compliance requirements referred to above that could directly and materially affect a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe our audit provides a reasonable basis for our compliance opinion on each of the City's major programs. However, our audit does not provide a legal determination of the City's compliance.

#### Opinion on each Major Federal Program

In our opinion, the City of Cincinnati complied, in all material respects with the compliance requirements referred to above that could directly and materially affect each of its major federal programs for the year ended June 30, 2019.

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City of Cincinnati
Hamilton County
Independent Auditor's Report on Compliance with Requirements
Applicable to Each Major Federal Program and on Internal Control over
Compliance Required by the Uniform Guidance
Page 2

#### Report on Internal Control Over Compliance

The City's management is responsible for establishing and maintaining effective internal control over compliance with the applicable compliance requirements referred to above. In planning and performing our compliance audit, we considered the City's internal control over compliance with the applicable requirements that could directly and materially affect a major federal program, to determine our auditing procedures appropriate for opining on each major federal program's compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not to the extent needed to opine on the effectiveness of internal control over compliance. Accordingly, we have not opined on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, when performing their assigned functions, to prevent, or to timely detect and correct, noncompliance with a federal program's applicable compliance requirement. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a federal program compliance requirement will not be prevented, or timely detected and corrected. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with federal program's applicable compliance requirement that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

This report only describes the scope of our internal control over compliance tests and the results of this testing based on Uniform Guidance requirements. Accordingly, this report is not suitable for any other purpose.

#### Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have also audited the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Cincinnati (the City) as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our unmodified report thereon dated December 30, 2019. We conducted our audit to opine on the City's basic financial statements as a whole. The accompanying schedule of expenditures of federal awards presents additional analysis required by the Uniform Guidance and is not a required part of the basic financial statements. The schedule is management's responsibility, and was derived from and relates directly to the underlying accounting and other records management used to prepare the basic financial statements. We subjected this schedule to the auditing procedures we applied to the basic financial statements. We also applied certain additional procedures, including comparing and reconciling this schedule directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, this schedule is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

City of Cincinnati Hamilton County Independent Auditor's Report on Compliance with Requirements Applicable to Each Major Federal Program and on Internal Control over Compliance Required by the Uniform Guidance Page 3

Keith Faber Auditor of State

Columbus, Ohio

January 30, 2020

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# CITY OF CINCINNATI HAMILTON COUNTY

#### SCHEDULE OF FINDINGS 2 CFR § 200.515 JUNE 30, 2019

#### 1. SUMMARY OF AUDITOR'S RESULTS

(d)(1)(i)	Type of Financial Statement Opinion	Unmodified
(d)(1)(ii)	Were there any material weaknesses in internal control reported at the financial statement level (GAGAS)?	No
(d)(1)(ii)	Were there any significant deficiencies in internal control reported at the financial statement level (GAGAS)?	No
(d)(1)(iii)	Was there any reported material noncompliance at the financial statement level (GAGAS)?	No
(d)(1)(iv)	Were there any material weaknesses in internal control reported for major federal programs?	No
(d)(1)(iv)	Were there any significant deficiencies in internal control reported for major federal programs?	No
(d)(1)(v)	Type of Major Programs' Compliance Opinion	Unmodified
(d)(1)(vi)	Are there any reportable findings under 2 CFR § 200.516(a)?	No
(d)(1)(vii)	Major Programs (list):	Emergency Solutions Grant CFDA #14.231
		HOME Investment Partnerships Program CFDA #14.239
		Highway Planning and Construction CFDA #20.205
		Airport Improvement Program CFDA #20.106
		Assistance to Firefighters Grant CFDA #97.044
(d)(1)(viii)	Dollar Threshold: Type A\B Programs	Type A: > \$ 1,443,870 Type B: all others
(d)(1)(ix)	Low Risk Auditee under 2 CFR § 200.520?	Yes

# 2. FINDINGS RELATED TO THE FINANCIAL STATEMENTS REQUIRED TO BE REPORTED IN ACCORDANCE WITH GAGAS

None

City of Cincinnati Hamilton County Schedule of Findings Page 2

#### 3. FINDINGS AND QUESTIONED COSTS FOR FEDERAL AWARDS

None

#### 4. OTHER - FINDINGS FOR RECOVERY

In addition, we identified the following other issues related to Findings for Recovery. These issues did not impact our GAGAS or Single Audit Compliance and Controls reports.

#### **FINDING NUMBER 2019-001**

#### Finding for Recovery - Brian Coates

State ex rel. McClure v. Hagerman, 155 Ohio St. 320 (1951), provides that expenditures made by a governmental unit should serve a public purpose.

The City of Cincinnati approved Brian Coates' Police Sergeant salary at \$38.88 an hour beginning June 1, 2017 (\$37.38 an hour for the period prior to June 1, 2017). Between the period of January 19, 2017 through January 19, 2018, Mr. Coates was paid for 22 days in which he was absent from work and did not use available leave. As a result, an overpayment of \$6,734 occurred.

Description		Rate	To	otal
72 hours paid but not worked	_ x	\$37.38 per hour	=	\$2,691
104 hours paid but not worked	Χ	\$38.88 per hour	=	4,043
Overpayment	t			\$6,734

In accordance with the foregoing facts and pursuant to Ohio Rev. Code § 117.28, a Finding for Recovery for public monies illegally expended is hereby issued against Brian Coates in the amount of \$6,734, and in favor of the City of Cincinnati General Fund, in the amount of \$6,734.

#### Officials' Response:

The City of Cincinnati reached a settlement agreement with Lakisha Gross. Upon her return on May 17, 2020, she will repay the City \$8,692.00 via payroll deduction from her bi-weekly paycheck, spread evenly over 39 pay periods. The City is currently negotiating a settlement agreement for full repayment with Brian Coates's attorney. The City sent a demand letter for a repayment plan on February 18, 2020 to Darren Sellers.

#### **FINDING NUMBER 2019-002**

#### Finding for Recovery Partially Repaid-Lakisha Gross

State ex rel. McClure v. Hagerman, 155 Ohio St. 320 (1951), provides that expenditures made by a governmental unit should serve a public purpose.

The City of Cincinnati approved Lakisha Gross' Police Sergeant salary at \$40.44 beginning May 23, 2018 (\$38.88 for the period prior to May 23, 2018). Between the period of May 5, 2018 thru April 6, 2019, Ms. Gross was paid for 215.48 hours over 54 days in which she arrived late and/or left work early but did not use available leave. As a result, an overpayment of \$8,692 occurred.

City of Cincinnati Hamilton County Schedule of Findings Page 3

# FINDING NUMBER 2019-002 (Continued)

Description	_	Rate		Total
13.40 hours paid but not worked	Х	\$38.88 per hour		\$520
202.08 hours paid but not worked	Χ	\$40.44 per hour	=	8,172
Overpayment				\$8,692

In accordance with the foregoing facts and pursuant to Ohio Rev. Code § 117.28, a Finding for Recovery for public monies illegally expended is hereby issued against Lakisha Gross in the amount of \$8,692, and in favor of the City of Cincinnati General Fund, in the amount of \$8,692. Ms. Gross has entered into a repayment plan with the City.

#### Officials' Response:

The City of Cincinnati reached a settlement agreement with Lakisha Gross. Upon her return on May 17, 2020, she will repay the City \$8,692.00 via payroll deduction from her bi-weekly paycheck, spread evenly over 39 pay periods. The City is currently negotiating a settlement agreement for full repayment with Brian Coates's attorney. The City sent a demand letter for a repayment plan on February 18, 2020 to Darren Sellers.

#### **FINDING NUMBER 2019-003**

#### Finding for Recovery – Darren Sellers

State ex rel. McClure v. Hagerman, 155 Ohio St. 320 (1951), provides that expenditures made by a governmental unit should serve a public purpose.

The City of Cincinnati approved Darren Sellers' Police Officer salary at \$34.67. Between the period of May 5, 2018 through March 5, 2019, Mr. Sellers was paid for 62.2 hours over 19 days in which he arrived late for work but did not use available leave. As a result, an overpayment of \$2,156 occurred.

Description		Rate		Total	
62.2 hours paid but not worked	x	\$34.67 per hour	=		\$2,156
Overpayment					\$2,156

In accordance with the foregoing facts and pursuant to Ohio Rev. Code § 117.28, a Finding for Recovery for public monies illegally expended may be hereby issued against Darren Sellers in the amount of \$2,156, and in favor of the City of Cincinnati General Fund, in the amount of \$2,156.

#### Officials' Response:

The City of Cincinnati reached a settlement agreement with Lakisha Gross. Upon her return on May 17, 2020, she will repay the City \$8,692.00 via payroll deduction from her bi-weekly paycheck, spread evenly over 39 pay periods. The City is currently negotiating a settlement agreement for full repayment with Brian Coates's attorney. The City sent a demand letter for a repayment plan on February 18, 2020 to Darren Sellers.

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#### **Noncompliance**

#### 1. CSA Unfunded Liability

**Exhibit A of the Collaborative Settlement Agreement (CSA), Operative Settlement Terms No.3** states the City shall create a 115 Trust Fund prior to the effective date for the purpose of holding and investing funds to provide healthcare retirement benefits. The City must fund the 115 Trust Fund at actuarially appropriate levels sufficient to provide the benefits for the term of the CSA.

The Pension Valuation Report provided by its actuary Cheiron indicates that at December 31, 2018the actuarial liability of \$504,756,819 exceeded the actuarial value of assets of \$490,886,745resulting in an unfunded liability of \$13,870,074.

Failure to adequately fund the 115 Trust Fund could result in a deterioration of the funded status overtime. The City should properly fund the 115 Trust Fund as required by the CSA.

Retirement Response: In accordance with the relevant terms of the CSA, the City presented a 115 Trust funding policy to the parties. It continues to negotiate with the parties under Court supervision regarding the terms of the proposed policy. The Court continues to actively work with the parties to obtain resolution, and reserves the right, pursuant to the CSA and accompanying Consent Decree, to impose a funding policy at the request of the parties or upon a formal finding of impasse. While negotiations continue, the City implemented certain prescription drug cost management measures during the latter half of 2019 and a Medicare Advantage Plan effective January 1, 2020. Once these savings are factored into the December 31, 2019 actuarial valuation, the Healthcare Trust funding ratio is expected to retain its strong funding level.

#### 2. CSA 115 Trust Funding Policy

**Exhibit A of the Collaborative Settlement Agreement (CSA), Operative Settlement Terms No.26** regarding Healthcare Funding Obligation states that the City develop and present a proper funding policy for the 115 Trust Fund no later than 30 days prior to the Fairness Hearing. The funding policy will satisfy all consent decree requirements including but not limited to the City's obligation to fully fund the 115 Trust at actuarially appropriate levels for the term of this Agreement.

The City has not presented a proper funding policy for the 115 Trust Fund which fully funds the 115Trust at actuarially appropriate levels for the term of the Agreement.

Failure to present and implement a funding policy as required could lead to the City's accumulating an unfunded liability for the 115 Trust and possible litigation for the City not being able to meet healthcare requirements per the Agreement.

The City should develop a proper funding policy for the 115 Trust Fund and fund it at actuarially appropriate levels sufficient to provide benefits for the term and as required by the CSA.

**Retirement Response**: In accordance with the relevant terms of the CSA, the City presented a 115 Trust funding policy to the parties. It continues to negotiate with the parties under Court supervision regarding the terms of the proposed policy. The Court continues to actively work with the parties to obtain resolution, and reserves the right, pursuant to the CSA and accompanying Consent Decree, to impose a funding policy at the request of the parties or upon a formal finding of impasse.

#### 3. CSA Collection of Class Counsel Fees

Exhibit A of the Collaborative Settlement Agreement (CSA), Operative Settlement Terms No.34 states in part any class counsel fees associated with representation of the Current

Employees Class will be ultimately paid back to the Cincinnati Retirement System (CRS) Fund by members of that class from their pension benefits over time in a fair manner consistent with the terms of the Class Notice.

In October 2015, CRS assets were used to pay fees in the amount of \$4.6 million to the attorneys representing the Current Employee Class. The Board and CRS staff are unaware of any progress by the various City and plaintiff attorneys to finalize a collection approach. There are currently 530Current Employee Class members who are retired, and according to the CSA, are eligible to have apportion of their pension benefit withheld to offset the attorney fees paid by CRS on their behalf.

Failure to collect the attorney fees is resulting in less funding for plan assets. The City should finalize an agreement with the Current Employees Class as per the CSA to recoup attorney fees paid on behalf of the Current Employees Class.

**Retirement Response**: In accordance with the relevant terms of the CSA, the City presented an attorneys' fees collection proposal and schedule to the parties. It continues to negotiate with the parties under Court supervision regarding the terms of such proposal and schedule. The Court continues to actively work with the parties to obtain a negotiated resolution, and reserves the right, pursuant to the CSA and accompanying Consent Decree, to impose a collection policy at the request of the parties or upon a formal finding of impasse.

#### Recommendations

#### 1. Park Board Policies

When designing the public office's system in internal control and the specific control activities, management should consider ensuring that accounting records are properly designed, verifying the existence and valuation of assets and liabilities and periodically reconcile them to the accounting records, and performing analytical procedures to determine the reasonableness of financial data.

The Park Board has not adopted formal policies for the following:

- Credit card purchases and required supporting documentation
- Travel and meal reimbursements
- Gift card purchases

Failure to establish formal policies could lead to unauthorized usage and result in misappropriation of funds.

The Park Board should establish policies and procedures related to credit card purchases, travel and meal expense reimbursement and required documentation, timely payment of credit cards, and the use of gift cards (including the reporting of gift cards to Park Board staff as taxable income).

**Park Board Response**: Park Board disagrees with the findings. All credit cards are City issued and approved. All purchases follow City's policy and procedures. Park Board follows the City's policy and procedure for travel and meals reimbursement. Park Board no longer provides gift cards See attachments A, B and C for policies.

#### 2. Park Board Comprehensive Budget

The City of Cincinnati initiated a contract with the accounting firm of Crowe Horwath LLP wherein the firm would provide financial analysis and advisory services relative to the Park Board, Parks Department and Parks Foundation. Crowe Horwath issued a July 26, 2016 report that included the following recommendations: The Park Board obtain a Memorandum of Understanding between the Board, City and Foundation; and the Park Board prepare a comprehensive budget of all sources of anticipated revenues and expenditures.

For 2019 the Park Board did not maintain a comprehensive budget of all sources of anticipated revenues and expenditures. The Park Board prepared, approved, and monitored a budget for the Park Board and the City of Cincinnati prepared a separate budget for certain Park activity accounted for in the City funds.

Failure to prepare a combined budget leaves the Park Board and City of Cincinnati without a complete picture of Cincinnati Park activity and could result in inefficiencies, increased costs, and lack of proper monitoring by the Park Board and Cincinnati City Council. Failure to use a double entry accounting system increases the risk that errors, theft and fraud could occur and not be detected in a timely manner.

The Park Board, Parks Department and Parks Foundation should review and implement the recommendations in the July 26, 2016 Crowe Horwath report.

**Park Board Response**: MOU was signed between the Park Board, City of Cincinnati and Parks Foundation on April 16, 2018. Park Board Staff provided the Commissioners a full budget picture during the August 15, 2019 board meeting. See attachments D and E.

#### 3. Police Overtime Forms

City of Cincinnati Police Department Procedure Manual Section 12.825 - Compensatory Time and Paid Overtime states, in part: ...personnel working overtime must complete and submit a Form68P, Overtime and Court Appearance Report by the end of the next working day after the overtime work has been completed. Authorization must be given prior to the employee working the overtime. Authorization of the pre-approval of overtime will be documented in the "Overtime preapproved by" block on the Form 68P in the form of a signature or name of the unit or name of the supervisor authorizing the overtime. The Form 68P is then completed by filling out the "Duty hours", "Overtime hours" and "Reason" block. After the Form 68P is then completed a supervisor must sign the "Verified by" line after verifying the accuracy and completeness of overtime documented on the form.(Continued)The completed Form 68P is approved by the employee's supervisor and submitted to the payroll timekeeper for entering into the PeopleSoft payroll system. The City's policy also indicates that failure to have the form pre-approved and/or verified would result in the form being incomplete and not being approved by the reviewing district/section commander. Payment to the employee is based on information submitted into the payroll system. We identified the following conditions related to management controls over police overtime procedures:

- Three of 25 (2.4%) employee forms had no pre-approved signature
- Four of 25 (3.2%) employee forms contained incomplete information
- Two of 25 (1.6%) employee forms did not have "verified by" signatures
- Two of 25 (1.6%) employee forms were not stamped or signed by timekeeper

Additionally, the employee forms noted above were approved by the commander contrary to the City's policy. Furthermore, for 32 of 126 (25.4%) Forms 68p the commander did not actually sign the document, but a signature stamp was used.

Failure to properly document and approval overtime forms could result in employees being paid incorrect amounts and it increases the risk that theft, fraud, or errors could occur and not be detected in a timely manner.

All required forms should be completely filled out, properly pre-approved and verified, signed using an actual signature rather than a stamp to ensure that the forms are actually being reviewed and corrected if necessary.

**Police Response**: The staff of the Auditor of the State of Ohio supplied samples of overtime Form 68Ps cited above for the Police Department's review and response, explanation/refutation, and actions to correct the information identified.

The four bullet points are addressed as follows:

#### Three of 25 (2.4%) employee forms had no pre-approved signature

The samples referenced above contain three Form 68Ps without preapproval notation. The three Form 68Ps are related to Outside Employment Extension of Police Services Details which were generated and assigned by the Detail Coordination Squad/COPLOGIC software utilized by the Department. The listing of preapproval is addressed in Procedure 12.825: Compensatory Time and Paid Overtime, Section A.1.c. which states in part:

c. In cases of contingency or reimbursable overtime, such as details assigned by Detail Coordination Squad (DCS), preplanned City paid details, SWAT incidents, etc., no signature is required. However, the name of the unit (e.g., DCS) or the supervisor authorizing the overtime will be entered in the "Overtime pre-approved by" block.

All three Form 68Ps pertain to overtime completed in District Five. The name of the District Five Commander, Captain Doug Wiesman, is listed in the preapproval box on all three Form 68Ps. No violation.

#### Four of 25 (3.2%) employee forms contained incomplete information

The four samples referenced above contain incomplete information. All four contain different officers, from different assignments, who worked different types of overtime. A pattern does not exist with any personnel involved in the approval process.

A pattern does exist with the middle section of the Form 68Ps. On November 1, 2018, the Department revised and expanded the Form 68P, Overtime and Court Appearance Report, into four distinct overtime reports: Recall & Overtime Report, Court Appearance Overtime Report, Detail-Event Overtime Report, and Field Training Officer Compensation Report. The middle section of these forms requests additional information which does not always apply to the overtime being worked.

The Department recognizes the importance of completely filling out the overtime Forms 68P-RO and Form 68P-DE as addressed in Procedure 12.825: <u>Compensatory Time and Paid Overtime</u>, Section A.1.d. which states in part:

d. Thoroughly fill in all non-shaded portions of the Form 68P-RO or Form 68P-DE.

The Department will review Procedure 12.825: <u>Compensatory Time and Paid Overtime</u>, Section A.1.d with personnel to address the problem.

#### Two of 25 (1.6%) employee forms did not have "verified by" signatures

Two of the samples referenced above do not have a "verified by" signature. The Department recognizes this error in the two Form 68Ps identified. The two Form 68Ps involve a police sergeant who worked Outside Employment Extension of Police Services Details in a District in which he was not assigned. This sergeant worked Council approved PVO in District One on two consecutive dates. Both Form 68Ps were approved by Lieutenant Mark Briede, the Acting District One Commander. Verifying Form 68Ps is addressed in Procedure 12.825: Compensatory Time and Paid Overtime, Section A.1.f.& g. which states in part:

- f. A sergeant or above will sign the "Verified by" line on the Form 68P-RO or Form 68P-DE after verifying the overtime worked and the accuracy and completeness of the form.
- g. Failure to have the form pre-approved and/or verified will result in the form being incomplete and will not be approved by the reviewing district/section commander.

The Department will review Procedure 12.825: <u>Compensatory Time and Paid Overtime</u>, Section A.1.d & g. with personnel to address the problem.

#### Two of 25 (1.6%) employee forms were not stamped or signed by timekeeper

Two of the samples referenced above do not indicate the name of the timekeeper. The Department recognizes this error in the two Form 68Ps identified. Both Form 68Ps pertain to different officers working pre-approved University of Cincinnati Crime Prevention off-duty overtime details in District Five on consecutive dates. A pattern does not exist with any personnel involved in the approval process.

Additionally, the staff of the State Auditor's Office noted that on 32 of 126 (25.4%) Form 68Ps the commander did not actually sign the document, but a signature stamp was used. The representative sample cited is narrowly and specifically related to Court Appearances. The management of Court Appearances, including but not limited to at the approval of compensation, is managed by Procedures 12.815: Court Appearances, Jury Duty, and Other Hearings, 12.817: Court Management as well as the listed Procedure 12.825: Compensatory Time and Paid Overtime. The process includes a multi-layered notification process, in lieu of subpoena service, which requires supervisory oversight at four separate levels prior to approval for compensation for pay or time. The use of the stamp and omission of a signature or initials did not result in unwarranted compensation.

On an unrelated Form 68P, the auditors noted a stamp was used on the "Approved by" line but was deemed okay due to having been initialed. The Department recognizes the name stamp (alone) is not sufficient for commanders to approve Form 68Ps.

The Department will review Procedure 12.825: <u>Compensatory Time and Paid Overtime</u>, as it pertains to using name stamps on Form 68Ps, with personnel to address the problem.

In the email from Mr. Mark Ashworth to the City's Department Directors dated January 10, 2020, he noted under the second bullet point: "Police – Recommendation items #3 has occurred for the 2<sup>nd</sup> Year." The Department recognizes that these same compliance issues have been previously identified by both the State Auditor's Office and in our Inspections Section's Semi-Annual Overtime Audits. These compliance issues are inherited with the archaic payroll system currently in use. The Police Department has been working on the implementation of the KRONOS Personnel System which is anticipated to improve the Department's audit capacity while managing personnel and overtime use.

#### 4. Commercial Paper Investments Procedures

All public officials and management are responsible for the design and operation of a system of internal control that is adequate to provide reasonable assurance regarding the operations of their respective public offices in certain categories.

The City may invest or deposit up to 40% of interim moneys available in commercial paper notes and bankers' acceptances as described in Ohio Rev. Code § 135.14(B)(7). The investment in commercial paper notes of a single issuer shall not exceed in the aggregate 5% of interim moneys available for investment at the time of purchase.

The City relies on Meeder Investment managers to determine that the notes are in the highest classification rating and that the notes of a single issuer do not exceed 10% of the aggregate value of the outstanding commercial paper of the issuing corporation, but does not have a procedure in place to determine that the investments in commercial paper do not exceed 5% of the interim monies available for investment at the time of purchase.

Failure to verify the commercial paper investment percentage reduces the City's ability to monitor investment activities and increases the risk of noncompliance. The City should develop procedures to ensure investments in commercial paper do not exceed 5% of the interim monies available for investment at the time of purchase.

**Treasury Response:** While the Investment Advisor does a review to ensure we are not violating the ORC; the City Treasurer also verifies they are not exceeding the 5% before any purchase is approved. The City Treasurer going forward will provide written verification of compliance before a purchase is made.

#### 5. IT - Employee Separation

Proper computer security requires that user accounts be disabled or removed from the system upon employee separation.

Departments were responsible for notifying the ETS staff upon employee separation as the City did not have an automated process for identifying separated staff. The Enterprise Technology Solutions (ETS) utilized a termination checklist for removing access rights to systems and applications. The form was required by ETS, while other departments are encouraged to use the termination checklist. Upon employee separation, ETS reviewed application software and network access rights to identify access assigned to the former employee for necessary removal of rights.

Seven city staff had CFS access removed from the prior audit. Three of the seven users retired from the City and did not have termination checklists.

Because the City employs 6,500 employees, some of which are part-time, without an automated procedure, it is possible the ETS department will not be notified in a timely manner regarding an employee separation.

The City should devise an automated procedure for notifying ETS upon employment separation to help ensure access privileges of those no longer with the City are immediately removed or disabled from the system. Until an automated process is implemented, ETS management should review and sign-off on the completed termination checklist to help ensure it is completed.

The City should document a review of access rights for all separated staff to help reduce the likelihood of unauthorized access. In addition, management should periodically review user accounts and their privileges to help ensure access rights are consistent with assigned job responsibilities.

**Human Resources Response**: Currently, Central Human Resources generates a report at the end of each pay period listing all employees who terminated during that pay period. This report is emailed to each Department HR Liaison as a reminder to complete the termination process for the employees on the list. The Departments are tasked with completing the termination process within their respective department.

However, the Human Resources Department is currently going through a Centralization Process: 1HR: Transformation to Empower. During this process, all divisions of HR within larger or Tier 1 Departments as well as HR Liaisons within smaller departments will be encompassed within the Human Resources Department. With Centralization, HR will have better opportunity to track all "Separations" across the City. HR will utilize Service Now, or some other electronic process, along with the ETS Checklist to determine when an employee separates from employment.

The process of separation should resemble this:

#### Tier 1 Departments

HR Manager is notified of the Separation and within 24 hours, begins the notification of the separation process through, "Service Now" and the Separation Checklist. The HR Manager will request the employees official last day within the department, retrieve from the employee's supervisor all credentials that are related to employment, i.e., Keys, Badge, Uniforms, etc. The HR Manager will notify the HR Shared Services Division to terminate all access to the CHRIS System, as well as ETS through the Checklist to terminate all Systems Access.

#### Human Resources Analyst - Central HR

HR Analyst who work on behalf of smaller or Tier 2 Departments are notified by the Supervisor within 24 hours or a separation, and will begin the process through, "Service Now" and the Separation Checklist. The HR Analyst will request the employees official last day within the department and will ensure that all credentials were collected from the employee upon separation. HR Analysts will terminate all access to the CHRIS System and separate them within the system. HR Analysts will also work with ETS to terminate all systems access as well.

All processes written above will be documented upon completion, and placed in secured locations electronically, and within Personnel files of separated employees.

Until the HR Centralization is finalized, Central HR is going to follow-up with each Department to ensure that the termination process has been completed for those employees listed on the report.

#### 6. IT Security - Active Directory Password Expiration

System level users should be granted access to the accounts and functions they require to perform their job. To help ensure this, passwords are used to authenticate the identity of the user attempting to gain access to the system. To prevent the integrity of these passwords from being compromised, passwords should be changed periodically and have password expiration set at least 90 days.

The Active Directory password parameter at the City is set for 90 days. However, users existed without password expiration.

These weaknesses increase the possibility that passwords could be compromised, and attempts be made to gain unauthorized access to the system.

All system users should have a password expiration set to 90 days. In addition, passwords should be chosen so that they are not easily associated with the user to which they were assigned. City

management should routinely review system accounts to assess the reasonableness and need for these accounts.

**ETS Response**: ETS has changed the system settings to force the periodical changes every ninety days to comply with the recommended standard. ETS has also changed system settings to require future passwords to have a minimum length of six characters. ETS will also upgrade its toolset to fix a bug that has allowed users to work around the mandatory password reset.

7. IT Security – Linux Password Parameters System level users should be granted access to the accounts and functions they require to perform their job. To help ensure this, passwords are used to authenticate the identity of the user attempting to gain access to the system. To prevent the integrity of these passwords from being compromised, passwords should be changed periodically and have a minimum length required.

The Linux passwords for the Payroll and Finance applications have not been recently changed.

This weakness increases the possibility that these passwords could be compromised, and attempts be made to gain unauthorized access to the system.

System level passwords should be changed periodically, as ninety days is the suggested standard. The minimum length of a password should be at least six characters. In addition, passwords should be chosen so that they are not easily associated with the user to which they were assigned. City management should routinely review system accounts to assess the reasonableness and need for these accounts. Authorized access control options (e.g., password change intervals, disabling accounts, authorized privileges, etc.) should be reviewed and assigned on an as-needed basis only.

**ETS Responses**: The City has changed all Linux systems to enforce password changes every ninety days and requires future passwords to have a minimum length of six characters which is alignment of the City's Information Security Policy.

#### CITY OF CINCINNATI LOCAL TRAVEL POLICY

#### **Purpose**

The purpose of this directive is to establish uniform policy and guidelines related to the payment of local travel expenses by the City for employees.

#### General

This policy covers travel by a City employee, which does not require an overnight stay away from home. Section 306-31 of the Cincinnati Municipal Code designates the Finance Director as the person to establish the reimbursement regulations for use of private vehicles on official City business.

#### **Guidelines**

- 1. Prior approval for travel on City business by an employee is required from the Department Head. There are two exceptions to the Department Head's approval. The City Manager or the Deputy City Manager approves the travel of a Department Head. Personnel, including directors, who are under the control of an independent commission or board, require approval for travel by the board or commission. The minutes of a board or commission meeting must reflect such approval. The board or commission may assign the approval of travel authorizations to an administrative official in lieu of individual authorizations. Request for Permission to Travel Form No. 70-S is completed to document authorization for travel. An Assistant City Manager approves the travel of the City Manager. City Council must have the written approval of 5 other members prior to travelling.
- 2. Form No. 27-S (or substitute as approved by the Finance Manager of Accounts and Audits), City of Cincinnati Local Mileage Report, must be used to report local mileage claimed.
- 3. Reimbursement for use of a private automobile will be at the rate set by the IRS and approved by the Finance Director subject to the rules of any applicable union contract.
- 4. An employee cannot claim reimbursement for mileage from home to work or from work to home. However, if an employee is authorized to use their private auto on City business, and drives directly from home to a work job site or from a work job site to home at the end of the work day and is not required to report to a regularly assigned location, then mileage will be allowed only for those miles in excess of the mileage from home to the regularly assigned location and return.
- 5. An employee who is assigned to periodic work locations by a supervisor cannot

- claim mileage reimbursement from home to the initial daily work location or for the return trip home.
- 6. The department head or their designee approves the reimbursement for the use of a private automobile on official City business by an employee.
- 7. If an employee attends a local conference or training session, which includes a meal in the conference or training fee, the city will pay for the meal as part of the fee.
- 8. If an employee attends a local conference or training session, which does not include a meal, the City does NOT reimburse for the employee's meal.
- 9. All employees claiming an allowance shall submit a Form 27-S or approved substitute which shall include mileage claimed and a complete list of trips made and distances traveled according to regulations established by the Director of Finance. The submission must happen within the fiscal year of the travel or it will be forfeited.
- 10. Employees whose regular duties require travel beyond the City limits, which does not require an overnight stay, will also report their mileage on Form 27-S, with the same restrictions shown above.
- 11. The Director of Finance may require any additional information that he deems necessary to support mileage reimbursement.

#### CITY OF CINCINNATI NON-LOCAL TRAVEL POLICY

#### **Purpose**

The purpose of this directive is to establish a uniform policy and guidelines related to the payment of non-local travel expenses by the City for employees who are traveling on official City business.

#### General

When planning a trip for City business, an employee should incur the lowest reasonable travel expenses and exercise care to avoid impropriety or the appearance of impropriety. If a circumstance arises that is not specifically covered in the travel policy, the most conservative course of action should be adopted. The City requires documentation, which substantiates the time, place, and business purpose of the trip.

#### Guidelines

- 1. Prior approval for travel outside of Cincinnati on City business by an employee is required from the Department Head. There are two exceptions to the Department Head's approval. The City Manager or an Assistant City Manager approves the travel of a Department Head. Personnel, including directors, who are under the control of an independent commission or board, require approval for travel by the board or commission. The minutes of a board or commission meeting must reflect such approval. The board or commission may assign the approval of travel authorizations to an administrative official in lieu of individual authorizations. Request for Permission to Travel Form No. 70-S is completed to document authorization for travel. An Assistant City Manager approves the travel of the City Manager. City Council must have the written approval of 5 other members prior to travelling.
- 2. Travel expenses (including registration) should be billed directly to the City whenever possible. The Purchasing Travel Card should be used for airline, hotel and registration expenses when possible.
- 3. Permitted travel expenses include transportation, lodging, meals, incidental, registration fees, and miscellaneous expenses.
  - A. Transportation expenses shall be permitted based on the most economical mode of transportation and the most commonly traveled route consistent with the authorized purpose of the trip.
    - 1. Transportation by air is based on actual cost not to exceed the coach/tourist fare. The least expensive option to obtain a seat should be

chosen if an airline requires an additional fee to guarantee a seat. This is not an upgrade. Upgrades are not an allowable City expense.

- 2. When deciding if a direct flight or a flight with a lay over should be taken, the difference in cost and the benefit gained should be evaluated. The benefit gained by a direct flight should be greater than the increase in cost if a direct flight is chosen.
- 3. In determining when an employee is to leave for or return from non-local travel, the timing should be reasonable and economical considering the training time frame, the lodging expense, the meal expense, the flights available, and when the employee is to return to work.
- 4. Individuals are prohibited from earning Frequent Flier miles for their personal use. For questions concerning frequent flier miles refer to the City Frequent Flier policy.
- 5. The cost of transportation to and from the airport is reimbursable. Actual mileage is permitted using the current mileage rate when an employee's personal car is used. The extended/long term parking fees are permitted and a receipt is required. These parking fees should be the most economical parking available and does not include any services provided for the employee's car, such as, oil change or car wash.
- 6. The City will reimburse an employee for airline fare, which the employee pays for by personal means such as a credit card. If the employee did not use their own personal credit card an explanation of who the cardholder is must be provided with reimbursement documentation.

If the flight is cancelled by the employee for reasons other than illness or business related reason, the employee will pay the cancellation fees and return the airline fare to the City. Verification of the illness is required by means of a doctor's statement. If the cancellation is business related documentation from the Department Head is required to be submitted with reimbursement request.

- 7. When the destination exceeds 300 miles and the employee is driving his/her personal car, reimbursement is limited to the lower of the coach/tourist airline fare plus the cost of transportation to and from the airport or the number of miles driven on City business multiplied by the current mileage rate.
- 8. A City or an employee's personal car may be used in Ohio or within a radius of 300 miles from the City boundary lines if outside Ohio. If a City car is used the cost of gas is reimbursed. A receipt for gas is required.

- 9. When traveling by car the tolls and parking fees are permitted travel expenses. The parking fees are not to be excessive and a receipt is required for fees in excess of \$10.
- 10. When traveling by car, employees attending the same conference or training are encouraged to carpool.
- 11. The use of a rental car must be pre-approved by the Finance Manager of Accounts and Audits. A rental car may only be utilized when it is the sole mode of transportation available or when it is the most economical mode of transportation. Evidence of either one of these situations is necessary to authorize the rental car. The rental car is to be an economy or compact model.
- 12. The City does not pay for the insurance on the rental car. The City is self insured and that covers all employees with permission to rent a car.
- B. Lodging is allowable based on single occupancy accommodations in the medium price range for the locale.
  - 1. The government rate or most economical rate for lodging should be requested by the employee.
  - 2. When more than one City employee is traveling to the same location, the department should consider double occupancy to reduce costs, if appropriate, considering the traveling employees.
  - 4. When lodging is available at the conference site, the expense will be limited to conference rate for lodging. The employee is to provide conference documentation, which includes the rate for lodging and any meals provided through the conference or the place of lodging. If the employee obtains lodging that is higher than the conference rate, the employee must justify the lodging rate and the Department head must approve the higher rate.
  - 5. Lodging is an allowable expense when the employee is attending a conference or training, which lasts longer than one day or requires a travel time not conducive to traveling to and from the destination in the same day.
- C. The City will reimburse non-local travel meals and incidentals based upon a meal and incidental expense allowance.
  - 1. The meal and incidental expense allowance rate is the per diem allowance set by the Finance Bulletin and approved by the Finance Director. Advances will not be given for meals.

- 2. The incidental expenses included in this allowance are fees and tips given to porters, baggage carriers, bellhops, hotel maids, and the cost of transportation between places of lodging or business and places where meals are taken.
- 3. The City will not reimburse for meals already provided through registration fees, and lodging expenses. Conference and lodging documentation is to be presented to determine meals provided. If an employee requires a meal different from the one provided for health or religious reasons, a different meal should be requested prior to travel from the meal provider. If the meal cannot be changed to comply with the employee's health or religious requirements, the City will reimburse for the meal the employee purchases using the allowance rate above. A statement from the employee's doctor or religious leader is required to support the reimbursement request.
- 4. On the day that the employee begins or ends travel which meals are reimbursed depends upon the time when travel begins or ends.
  - a. If travel begins before 6:00 A.M. breakfast, lunch, and dinner are reimbursed. If travel begins between 6:00 A.M. and 1:00 P.M. lunch and dinner are reimbursed. If travel begins after 1:00 P.M. only dinner is reimbursed.
  - b. If travel ends after 9:00 A.M. and before 1:00 P.M. breakfast is reimbursed. If travel ends after 1:00 P.M. and before 7:00 P.M. breakfast and lunch are reimbursed. If travel ends after 7:00 P.M. breakfast, lunch, and dinner are reimbursed.
  - c. The determination of when travel begins or ends will be based on the documents required per Section D. and includes the travel time to and from the airport.
- D. Registration fees include conference fees, training fees, tuition, and related books required for the conference, training, or class.
  - 1. Documentation and receipts are required to support the amount of the expense and the necessity of the expense.
  - 2. The employee is to provide documentation to support the dates, times, and location for the conference, training, or class. An agenda must be presented with Form 71-S.
  - 3. The documents presented should indicate the meals included with the employee's registration.

- E. Miscellaneous expenses include laundry or dry cleaning expenses
  - 1. Laundry and dry cleaning expenses are reimbursed when the City travel is in excess of seven days. Receipts are required and only the expenses related to the cleaning of clothes required for the days of the trip in excess of seven days are permitted.
- 4. Non-reimbursable non-local travel expenses include but are not limited to the following: alcohol, airline lost ticket application fees, airline upgrades or changes due to non business reasons, excess baggage fees for personal luggage, shipping fees for material given as or purchased in addition to conference requirements, hotel charges associated with cancellation, incremental costs of double over single occupancy rates for an employee's spouse/guest, rental car damage due to employee negligence, parking tickets, traffic violations, personal entertainment, recreational items, and travel related insurance.
- 5. When the employee combines vacation with the City travel, cost variance must be clearly identified on the Request for Permission to Travel, Form No.70 S. The City will not prepay or reimburse for any personal related vacation expenses.
- 6. A Statement of Travel Expense, Form No. 71-S including receipts, must be submitted to receive reimbursement of travel expenses. If the employee did not use their own personal credit card an explanation of who the cardholder is must be provided with reimbursement documentation.
- 7. This non-local travel policy applies even when the funding for the travel comes from an outside source, such as, a federal or state grant.
- 8. Departments are responsible for monitoring the use of travel by their employees for compliance with this policy. Any deviation from this policy must be justified in writing, signed by the Department Head, and included with the reimbursement request.

#### DEPARTMENT OF FINANCE BULLETIN NO. 5 - 2015

DATE:

December 21, 2015.

TO:

Department and Division Heads, Boards and Commissions

FROM:

Reginald Zeno, Finance Director

SUBJECT:

Meal and Incidental Expense Allowance

The City's non-local travel regulations authorize the Director of Finance to establish reimbursement allowances for lodging, incidentals and meals. Effective January 1, 2016 a standard \$59 per diem meal and incidental expense allowance will be granted. The per diem reimbursement is to offset, not entirely pay for the traveler's meals. This amount is greater than the State of Ohio rate and conforms to the current IRS amount allowable per the CONUS Federal per diem rate method.

The per diem allowance is subdivided as follows:

Breakfast - \$13, Lunch - \$15, Dinner - \$26 and Incidentals\* - \$5

\* Please refer to the Non-Local Travel Policy, Section C (2) for a description of allowable incidental expenses.

Reginald Zeno Finance Director



# Purchasing Card (P-Card) Manual

EFFECTIVE DATE: November 14, 2017

City Manager

Harry Black

Chief Procurement Officer

Patrick A. Duhanev

#### **Table of Contents**

1	Introduc	tion	2
	1.1	Overview	2
	1.2	Definitions	2
2	Card Set	Up and Maintenance Procedures	4
	2.1	Obtaining a Purchasing and/or Travel Card	2
	2.2	Cardholder Account Maintenance	4
	2.3	Card Security	4
	2.4	Card Expiration	4
	2.5	Lost, Stolen or Damaged Purchasing Card	4
	2.6	Preauthorized Charges	5
	2.7	Transfer within the City of Cincinnati Organization	5
	2.8	Separation from the City of Cincinnati	5
	2.9	Card Cancellation	
3	Using th	e Purchasing Card	5
	3.1	Making a Purchase with the Purchasing Card	5
	3.2	Recommended Uses for the Purchasing Card	
	3.3	Training and Travel Card	6
	3.4	Unauthorized Card Use	7
	3.5	Merchandise Credit/Exchange	7
	3.6	Charge Dispute Resolution	7
4	Docume	ntation	8
	4.1	Receipts	8
	4.2	Record or Purchases	8
	4.3	Record Retention	8
5	Verificat	ion and Review Procedures	8
	5.1	Verification of Charges by Cardholder	8
	5.2	Verification of Charges by DAO	9
	5.3	Review and Approval of Cardholder Transactions by Accounts and Audits	
	5.4	In Person Compliance Reviews	9
	5.5	Annual Recertification	9
6	Forms		10

#### 1: INTRODUCTION

#### 1.1 Overview

The Procurement or Purchasing Card (P-Card) presents another procurement tool empowering the City of Cincinnati with the ability to purchase small dollar goods and services quickly and conveniently on behalf of the City of Cincinnati, while providing a prompt and convenient source of funding for these purchases. The policies provided in this manual are the minimum standards for agencies and should be revised as needed. City departments, boards, and commissions may establish additional controls beyond those mandated by these policies and procedures.

The Department of Finance, Purchasing Division is responsible for administering the P-card program and each City department, board, and commission is responsible for managing its cardholder accounts and ensuring compliance to these policies and procedures. There are three distinct levels of responsibility that have been defined in order to assist in this effort. They are the Cardholder, Department Approving Official and the Independent Reviewer (Department of Finance, Accounts and Audits Division).

#### 1.2 Definitions

**Cardholder**: City of Cincinnati employee whose name appears on the Procurement Card is accountable for all charges made with that card. A Cardholder may have both a Procurement Card and a Travel Card. A cardholder should not give their Procurement Card, or card number to others to use. If another individual in the organizational unit needs a Purchasing Card, the Department Director should request one for that individual.

**Cardholder Portal:** 5/3<sup>rd</sup> Bank is the issuer of the City's Procurement Card. The 5/3<sup>rd</sup> Bank cardholder portal may be accessed via accessing the following website: <a href="www.commercialcard.53.com">www.commercialcard.53.com</a>. The cardholder portal is to be used by cardholders to view their transactions and receive their monthly statements. Cardholders can also check their available balances.

Cardholder Verification Code (CVV): This is the three-digit number on the back of the Procurement Card. This number appears after the last four digits of the card, as part of the signature line. This number is a fraud prevention strategy that has been developed by MasterCard. The only person that has access to this number is the Cardholder. When placing mail orders, phone orders, or Internet orders, there is a good chance the Cardholder will need to provide this number to the vendor.

**Cycle Spending Limit**: A dollar limitation of purchasing authority assigned to the Cardholder for the total of all charges made during each billing cycle. This amount may not exceed \$10,000, unless the City's Chief Procurement Officer has granted approval to the Cardholder. Department's may establish lower limits on a per Cardholder basis. If a City department, board, or commissions determines that a Cardholder needs a monthly limit greater than \$10,000, the Department Director shall to send a memo to the City's Chief Procurement Officer stating the monthly dollar limit desired and explaining why this increased monthly amount is necessary to conduct the business of the City.

**Department Approving Official (DAO)**: City of Cincinnati employee(s) within each organizational unit (e.g., a City department, board, or commission) responsible for verifying that all charges against the Cardholder's account are authorized backed up by supporting documentation. The DAO is also responsible for reconciling all cardholder statements within their respective departments, entering necessary information into the City's financial system and forwarding all documentation to the

Independent Reviewer within established timeframes. The DAO is also the department's liaison with the Program Administrator.

**Independent Reviewer:** City of Cincinnati employee(s) located in the Accounts and Audits Division of the Finance Department who verify Purchasing Card transactions and that adequate documentation is provided.

**Program Administrator:** City of Cincinnati employee located in the Purchasing Division of the Finance Department responsible for administering the Procurement Card Program for the City of Cincinnati and acting as the main contact between the City of Cincinnati and the bank.

**Procurement or Purchasing Card (P-Card):** A credit card issued to an employee of the City of Cincinnati of Cincinnati for the purpose of making authorized purchases on the City of Cincinnati's behalf. The City of Cincinnati will issue payment for charges with the Purchasing Card. The standard limit on procurement cards is \$3,000 per transaction or \$10,000 monthly.

**Sdg2.53.com** – Website used by DAOs to obtain account information for cardholders in their respective departments.

**Splitting Purchases:** Splitting a purchase in order to avoid the pre-established limits set on an individual account is not permitted in any circumstance (i.e. purchase price is \$4,500.00 but the cardholder limit is set at \$3,000.00. The cardholder is not permitted to run two transactions for \$3,000.00 and \$1,500.00 to purchase the item for \$4,500.00)

**Statement of Account:** A listing of all transactions charged to the Cardholder's card account up to the end of the monthly billing cycle. The statement is available monthly on the cardholder portal one business day after the statement close date.

**Support Documentation:** A merchant-produced or non-City of Cincinnati document that records the relevant details for each item purchased including quantities, amounts, and a description of what was purchased, the total charge amount and the merchant's name and address (i.e., sales receipt, original invoice, packing slip, credit receipt, etc.) A packing slip alone is not acceptable support documentation unless it meets the criteria above.

Any other necessary approvals for the purchase including, if applicable, ETS approval, Off-Contract Purchase approval and Form 70S-Permission to Travel.

Transaction/Single Purchase Limit: A dollar limitation of purchasing authority assigned to the Cardholder for each total charge made with the Purchasing Card. The standard transaction limit is set to \$3,000, unless the Chief Procurement Officer has granted approval of another transaction limit to the Cardholder. Departments may establish lower limits on a per Cardholder basis. A single transaction/charge may include multiple items but cannot exceed the Cardholder's per transaction limit. If a Cardholder needs a per-transaction amount greater than \$3,000, an account maintenance form must be completed and sent to the Program Administrator.

**Travel Card:** A purchasing card issued solely for the use in making training/travel arrangements. The standard limit on travel cards issued is \$15,000 monthly. All local and non-local travel policies must be followed.

#### 2: CARD SET UP AND MAINTENANCE PROCEDURES

#### 2.1 Obtaining a Purchasing Card

All prospective Cardholders must be permanent, full-time employees of the City of Cincinnati before a card can be issued. To request a card, an employee will need to sign a Cardholder Set-Up Form (PC101), obtain the necessary organizational unit approvals and then forward the forms to the Program Administrator. All prospective Cardholders must also complete a P-Card training session before the Purchasing Card will be released to the Cardholder.

#### 2.2 Cardholder Account Maintenance

Whenever any of the information contained on a Cardholder's Set-Up Form changes, an Account Maintenance Form must be completed. After the appropriate designee in the organizational unit has signed the form, the form should then be forwarded to the Program Administrator. For per-transaction, cycle limit and travel authorization changes, the Program Administrator will notify the Cardholder when modifications have been made.

#### 2.3 Card Security

It is the Cardholder's responsibility to safeguard the Purchasing Card and Purchasing Card account number at all times. Purchasing Cards must be kept in a secure location and should only be used to process transactions by the respective Cardholder. In order to prevent exposure to fraud, the full Purchasing Card account number should not be recorded electronically or on paper. If the number must be recorded it should be truncated to the last six digits.

#### 2.4 Card Expiration

A Purchasing Card will expire at the end of the month shown on the card. For example, a card with an expiration date of 06/11 will expire at the end of June. The Cardholder will receive a replacement card during the first or second week of the month the card is due to expire. If a replacement card is not received by the end of the second week, the Cardholder should contact the Program Administrator for assistance. Once the replacement card is activated, the Cardholder should destroy the old card.

#### 2.5 Lost, Stolen or Damaged Purchasing Card

If a P-Card is lost, stolen or damaged, during normal City of Cincinnati business hours, the Cardholder must notify the Program Administrator immediately so it can be reported to the bank. If the Purchasing Card is lost, stolen or damaged after normal business hours, the Cardholder must notify the bank immediately at 1-800-424-7787. Fraudulent transactions must be reported to the bank within 60 days of the date of occurrence in order for the City of Cincinnati to recover losses.

After the above notification procedures have been completed, the Program Administrator will receive a replacement card (5-7 business days) and forward to the DAO of the cardholder. A Purchasing Card that is found after it has been reported lost or stolen must be destroyed by cutting it in half. The same procedure applies if a card is damaged.

#### 2.6 Preauthorized Charges

If arrangements have been made for preauthorized charges such as a magazine subscription or weekly shipment of an item and the Cardholder leaves the City of Cincinnati, the vendor must be notified by the DAO of the department that the account has been closed and all preauthorized charges should stop. Failure to contact the vendor regarding a closed account number that a vendor has on file will result in future transactions being placed on the card, regardless if the account was closed. If a Cardholder reports a card lost/stolen and has preauthorized charges, the Cardholder should contact the merchant and provide them with the new replacement card information so there is no interruption in service.

#### 2.7 Transfer Within the City of Cincinnati Organization

Cardholders who transfer within the City of Cincinnati to another unit must surrender their Purchasing Card and all supporting documentation to their immediate supervisor before leaving to close the account. If the Cardholder will require the use of a Purchasing Card in his/her new position, he/she must submit a new PC 101 signed by the DAO and department head of their new department and forward them to the Program Administrator.

#### 2.8 Separation from the City of Cincinnati

Prior to separation from the City of Cincinnati, Cardholders must surrender their Purchasing Card(s) and corresponding support documentation to their immediate supervisor. It is the agency DAO's responsibility to assure the return of the Purchasing Card(s) during the exit interview process and notify the Program Administrator to immediately cancel the card(s).

#### 2.9 Card Cancellation

An e-mail message should be sent to the Program Administrator requesting the Cardholder's account be placed on hold if he/she is leaving the City of Cincinnati. The department must then follow up by sending a completed account maintenance form to the Program Administrator requesting that the account be closed. If a card is to be cancelled due to theft or fraud, an email should be sent immediately to the Program Administrator and the bank notified by the cardholder.

#### 3: USING THE PROCUREMENT CARD

#### 3.1 Making a Purchase with the Purchasing Card

The Cardholder must ensure he/she has appropriate approval (if required) before making a purchase with the Purchasing Card. The Cardholder should purchase from a City of Cincinnati term contract (master agreement) whenever possible in order to fulfill the City's contractual obligations.

In addition, the Cardholder must confirm that the selected merchant accepts MasterCard. When making purchases in person, the Cardholder must sign the charge receipt and retain the customer copy. The Cardholder must have itemized original receipts to back up their purchases. The Cardholder should verify that either the charge receipt or sales receipt complies with the requirements for supporting documentation.

The City of Cincinnati is exempt from Ohio state sales tax. It is the Cardholder's responsibility to ensure that this tax is not charged. The City's tax identification number is 316000064. A tax-exempt form can be obtained from City Purchasing by emailing such request to <a href="mailto:citypurchasing@cincinnati-oh.gov">citypurchasing@cincinnati-oh.gov</a>. If sales tax is charged by a vendor in the State of Ohio, it is the Cardholder's responsibility to contact the

vendor for reimbursement of the tax. If reimbursement is not made by the vendor, it is the cardholders' responsibility to provide payment of such tax charged to the P-card.

When making purchases via telephone, the Internet, and mail order, the Cardholder is responsible for obtaining all documentation (packing slips, mail order form copies, etc.) related to the purchase and verifying that the documentation complies with the requirements for supporting documentation, regardless of who receives the shipment.

#### 3.2 Recommended Uses for the Purchasing Card

Cardholders are authorized to use the Purchasing Card to purchase many business-related goods and services needed to perform the mission of the City of Cincinnati as carried out through its various departments, boards, and commissions. Transactions that are placed on the Purchasing Card should not conflict with any of the City of Cincinnati Financial Policies or the violations and restrictions in section 3.3 of this manual.

Personal purchases may not be made with the card, even if the Cardholder's intent is to reimburse the City. Personal purchases made with the card subject the Cardholder to disciplinary action up to and including possible card cancellation, termination of employment and criminal prosecution.

Suggested Uses for the Purchasing Card

- Small Dollar Emergency Purchases
- Dues and Subscriptions
- Books
- Memberships (professional organization only

#### 3.3 Unauthorized Card Use General Types of Purchasing Card Violations

The general types of Purchasing Card violations include abuse, misuse, negligence and fraud. Abuse, misuse and negligence are violations for which no personal gain results. Fraudulent violations are those in which deception was deliberately practiced for unfair or unlawful gain.

Only the Cardholder whose name is embossed on the Purchasing Card is authorized to use the card and is responsible for ensuring that all charges made with the card are in compliance with these Policies and Procedures.

**Examples of Purchasing Card Violations:** 

- Any transaction that violates any City of Cincinnati Financial policy
- Meals<sup>1</sup>
- Donations to charitable organizations
- Items for personal use or non-City of Cincinnati purposes
- Purchase of alcohol
- Travel and training if the cardholder does not have a travel card
- Payments to individuals and employees

#### **Abuse/Misuse/Negligence Violations**

<sup>&</sup>lt;sup>1</sup> Under limited circumstances, in accordance with established City laws and policies, the purchase of meals using the P-Card may be approved. Please contact the Purchasing Division for guidance regarding this matter.

Examples of abuse, misuse, and negligence include:

- Intentionally splitting a purchase to circumvent delegated authority or transaction limits
- Failing to maintain receipts and other documentation, or obtain approvals
- Not turning all required documentation in for payment in a timely manner
- Paying sales tax in the State of Ohio
- Other breaches of City policies and procedures

#### Fraudulent Use of the Purchasing Card

Use of the card for personal or non-City of Cincinnati purchases will result in card termination and the cardholder may be subject to potential disciplinary action up to and including termination of employment and criminal prosecution. In addition, a Cardholder found to have fraudulently used a Purchasing Card is personally liable for any fraudulent charges and shall be required to reimburse the City of Cincinnati for such charges.

#### 3.4 Merchandise Credit/Exchange

The Cardholder is responsible for contacting the merchant when merchandise purchased with the Purchasing Card is not acceptable (incorrect, damaged, defective, etc.) and for arranging a return for credit or an exchange.

If merchandise is returned for credit, the Cardholder is responsible for obtaining a credit receipt from the merchant and retaining that receipt with the supporting documentation for that purchase.

RECEIVING CASH OR CHECKS TO RESOLVE A CREDIT IS PROHIBITED. THE VENDOR MUST CREDIT YOUR ACCOUNT. If merchandise is to be exchanged, the Cardholder is responsible for returning the merchandise to the merchant and obtaining a replacement as soon as possible. Documentation showing the proper resolution of the exchange is to be retained with the supporting documentation for that purchase.

#### 3.5 Charge Dispute Resolution

If items purchased with the P-Card are found defective or the repair or services faulty, the Cardholder has the responsibility to return item(s) to the merchant for replacement or to receive a credit on the purchase(s). If the merchant refuses to replace or correct the faulty item, then the purchase of this item will be considered to be in DISPUTE. A disputed item must be noted on the Cardholder's form PC106.

Most often disputes are initiated by calling the Fifth Third Bank 24-hour Customer Service Center and requesting the change. Charge disputes are governed by Mastercard regulations, which provide instructions for action and timeliness, by type of dispute. Formal disputes are usually resolved within 30 days on initial contact. In order for a dispute to be processed, the Cardholder must notify Fifth Third Bank in writing within 60 days from the date of the first statement on which the item was billed to preserve their billing rights. Upon receipt, Fifth Third Bank begins researching the disputed item. During the research period, the item is put into suspension until a decision is reached, within 10 days a follow-up letter is sent to the Cardholder by a representative specifically assigned to the dispute. A response must be received at Fifth Third Bank by the date indicated on the follow-up letter, or the item is removed from the dispute process.

#### 3.6 Training and Travel Card

Training and travel card is to be used to cover expenses, such as hotel reservations, airline tickets, ground transportation, webinars, training classes and conference registrations while traveling on City of Cincinnati business. Travel privileges must be approved via City Form 70s – Permission to Travel prior to

any travel arrangements being made. All itemized receipts must be submitted with the monthly statement. Please review the applicable <u>travel policies</u> for more information.

#### 4: DOCUMENTATION

#### 4.1 Receipts

All receipts for P-Card purchases must be detailed and itemized. Receipts should show all items purchased not just a total amount. Payment-alone signature receipts will not be considered by the auditor as proof of the purchase if it is not accompanied by the vendor's itemized receipt.

To document online purchases, the Cardholder should make a copy of the screen that indicates the purchase was paid with a credit card. The screen print should also show the date of the transaction, items purchased, and the total dollar amount. Just like other purchases, on-line purchases must be documented with detailed/itemized receipts.

For any training or travel expenses, the approved Form 70s must be submitted along with the receipts each month.

#### 4.2 Record of Purchases

Cardholders must record the details of each purchase in the Record of Purchases form (hyperlink). The form must be signed by both the Cardholder and the DAO and submit monthly along with their card statement and receipts.

#### 4.3 Record Retention

Cardholder Responsibility: The Cardholder is responsible for obtaining purchase documentation from the merchant (sales receipt, packing slip, etc.) to support all purchases made with the Purchasing Card and verifying that the documentation complies with the requirements for supporting documentation. Department Approving Official Responsibility: It is the DAO's responsibility to assure that copies of all supporting documentation and the corresponding Cardholder Statement of Account are retained within the organizational unit per the City of Cincinnati of Cincinnati retention schedule.

#### 5: VERIFICATION AND REVIEW PROCEDURES

#### 5.1 Verification of Charges by Cardholder

Cardholders are accountable for all charges made with their Purchasing Cards and are responsible for checking all transactions against the corresponding supporting documentation to verify their accuracy and propriety. If the Cardholder disputes a charge, the nature of the dispute and the final resolution must be documented. This documentation must be retained with the Statement of Account on which the disputed charge appears.

After all transactions on the monthly statement have been verified, the Cardholder must submit to their Department DAO within 3 days of the statement close date the following: a copy of their statement, completed Record of Purchases form (hyperlink), all original receipts, and other supporting documentation as needed.

#### 5.2 Verification of Cardholder charges by DAO

The DAO is responsible for reviewing each transaction on the monthly bank statement to verify charges, review supporting documentation and note any discrepancies. The DAO is responsible for verifying that the proper accounting codes have been used and for entering the information into the City's financial system (CFS). Payment requests are entered into CFS using a GAX or IN document using vendor code 310854433. All purchases less than \$3,000 do not require certification, but is recommended for budgetary reasons. Any purchases that are approved by the Purchasing Division that exceed the \$3,000 nocertification limit, must have funds certified to the Fifth Third Bank master agreement (55x0001) before the purchase is made with the P-Card.

The following day a cover sheet listing the vendor, accounting lines to be charged and the amount to be paid will be available. Attach the statement to the back of the cover sheet, along with all original receipts, and have it signed by an authorized Director or designee and submitted to Accounts & Audits within 6 business days after the statement close date.

The Department is required to retain copies of all support documentation for a minimum of three (3) years after the current year. The originals will be housed in the Accounts and Audits Division of Finance for the required ten (10) year period. Please consult your Records Retention schedule for further guidance.

#### 5.3 Independent Review and Approval of Cardholder Transactions by Accounts and Audits

The Cardholder's Statement of Account is reviewed monthly by the Accounts and Audits Division of the Finance Department for adequate documentation, appropriate use of accounting codes, and other factors in accordance with City financial policies and procedures.

For transactions that lack adequate supporting documentation, the Cardholder will be contacted to obtain an explanation, supporting documentation and/or reimbursement.

Charges for which satisfactory explanations or documentation cannot be obtained will be deemed unauthorized and/or inappropriate. If during the review process, serious irregularities are detected, Accounts and Audits will notify the Department Head and the Program Administrator.

#### **5.4 In-Person Compliance Reviews**

To ensure compliance with City of Cincinnati Purchasing Card Policies and Procedures, the Purchasing Division, the Internal Audit Division, or the Accounts and Audits Division may conduct in-person reviews of each Department's Purchasing Card practices and record management.

The scope of the review is to verify that the responsibilities and duties of the Cardholder and DAO are clearly understood, that all Purchasing Card activities are compliant to City policies and procedures, and to identify any potential process improvements.

#### 5.5 Annual Re-certifications

Each cardholder is required to submit an annual recertification form for both the procurement and travel cards.

#### 6: FORMS

Cardholder Setup Form

Purchasing Card Account Maintenance Form

**Record of P-Card Purchases** 

Department Approving Official Authorization

Purchasing Card Annual Recertification

Travel Card Annual Recertification

### PC101

### City of Cincinnati Cardholder Setup Form

Name on Account			
Last 4 digits of employee social sect	arity number:		
Department/Division:			
Cardholder Address:			
Business Telephone Number:		Email address	
Per Transaction Limit	(default \$3,000)	Monthly Spending Limit	(default \$10,000)
Add Travel Card			
Department Approving Official Sign	nature		
		Date	
The Department Approving Official, by administration of this program as detailed			ner responsibilities in the
Department Head Signature			
		Date	
The Department Head, by signing this A program as detailed in the Program Proc		dges and accepts his/her responsibil	ities in the administration of this
Employee Signature		Date	è
I certify that I am requesting a City of C agree that I will relinquish my P-Card to failure to use this Procurement Card in a result in disciplinary action.  I UNDERSTAND THAT THIS PROAND ANY SUCH USE WILL REQ	o the City upon terming the City upon terming the City upon terming the City upon the City upon the City upon terming the City upon the City upon the City upon terming the City upon terminal termin	nation of employment or when required and regulations may require reliated ARD CANNOT BE USED FOR TE REIMBURSEMENT AND V	ested to do so. I understand that nquishing the P-Card and may  ANY PERSONAL USE
DISCIPLINARY ACTION WHICH	. MAY INCLUDE	DISMISSAL.	Date
ruichasing Authorization.			Date

#### Terms and Agreement to Accept the Fifth Third Bank P-Card

Your participation in the City of Cincinnati's P-Card Program is an agreement that carries responsibilities along with it. Although the P-Card is issued in your name, it should be considered City property and should be used in good judgment. Your signature below verifies that you understand the P-Card Program Policy and Procedures; and the guidelines identified in this agreement. The employee who signed this agreement must comply with all rules, regulations, policies and procedures of the P-Card program.

- I understand that by using the Purchasing Card, I will be making financial commitments on behalf of the City of Cincinnati. The P-Card is provided to employees based on their need to purchase business-related goods and services.
   A P-Card may be revoked at any time based on change of assignment or location.
- 2. I will strive to obtain the best value for the City when purchasing goods/service with the Purchasing Card. For goods and services available on City of Cincinnati Master Agreements (term contracts), I agree to buy only from the contracted vendors at the contracted prices.
- 3. The P-Card is for business-related purchases only; personal charges are not to be made to the P-Card. All charges are billed directly to and paid directly by the City. Any personal charges on the P-Card could be considered misappropriation of City funds since the Cardholder cannot pay the bank directly. Improper use of the P-Card can be considered misappropriation of City funds that will result in disciplinary action, up to and including termination and criminal prosecution.
- 4. I understand that the City of Cincinnati is not responsible for any charges made on a Purchasing Card that are found to be unauthorized, inappropriate, undocumented or violate any City policy as set forth in the Procurement Card manual. I agree that I am solely responsible for such charges and will reimburse the City of Cincinnati upon demand for any charges arising from such misuse.
- I understand that I am the only person authorized to use this Procurement Card and that I am fully responsible for all charges made.
- 6. I understand that the City of Cincinnati will monitor and audit my use of the Purchasing Card.
- Cardholders are expected to comply with internal control procedures in order to protect City assets. This includes keeping receipts, reconciling P-Card monthly Statement of Account statement and following proper P-Card security measures.
- 8. Cardholders are responsible for resolving any discrepancies by contacting the merchant or the bank.
- 9. A lost or stolen P-Card shall be reported immediately.
- 10. A Cardholder must surrender his or her P-Card upon termination of employment (i.e. retirement or voluntary/involuntary termination) or transfer. At this point, no further use of the account is authorized.

Employee Signature	Date

#### CITY OF CINCINNATI PURCHASING CARD CARDHOLDER ACCOUNT MAINTENANCE REQUEST

Cardholder Name (as appears on card)	Date
	_ Cardholder Department
Last 4 Digits of Card #	
TYPE OF REQUEST: A. Address Change	
From To	
B. Account Closure (please explain)	
C. Name Change From	To
Will result in cancellation of card and issuance	e of a new card with updated information.
D. Credit limit Change* From	To
	y until (length of credit increase in days)
	(3.8.3.3.3.3.3.3.3.3.3.3.3.3.3.3.3.3.3.3
E. Transaction Limit Change From	То
Delivery Order # (required for purchases >\$3	3,000
Justification:	
F. Other (please explain)	
	<del></del>
Cardholder Signature	Date
Department Approving Official Signature	Date
*Department Director Signature	Date

### RECORD OF P-CARD PURCHASES

#### NAME OF CARDHOLDER

(As it appears on card)

AGENCY (Number)

**CLOSING DATE** (Enter closing date of statement)

PAGE OF PAGES

INSTRUCTIONS: Use this form to document City Procurement Card use. Reconcile the information on this form with your monthly billing statement, sign & date the form, & submit it with the billing statement to the Department Approving Official. Date of Purchase: \_\_\_\_\_ Account Codes (Funding): \_\_\_\_\_ Amount Billed: \_\_\_\_\_ Name & Address of Merchant: Description of Supplies/Services: Date of Purchase: Account Codes (Funding): Amount Billed: Name & Address of Merchant: Description of Supplies/Services: \_\_\_\_\_ Date of Purchase: \_\_\_\_\_ Account Codes (Funding): \_\_\_\_\_ Amount Billed: \_\_\_\_\_ Name & Address of Merchant: Description of Supplies/Services: Date of Purchase: \_\_\_\_\_ Account Codes (Funding): \_\_\_\_\_ Amount Billed: \_\_\_\_\_ Name & Address of Merchant: \_\_\_ Description of Supplies/Services: Date of Purchase: \_\_\_\_\_ Account Codes (Funding): \_\_\_\_\_ Amount Billed: \_\_\_\_\_ Name & Address of Merchant: Description of Supplies/Services: I agree the information contained above is true, complete, and accurate to the best of my knowledge. I am aware that knowingly submitting false information on a City of Cincinnati Record of P-Card Purchases may subject me to discipline and/or other punitive measures as authorized by law. SIGNATURE OF CARDHOLDER (Sign in ink) DATE SIGNATURE OF DEPARTMENT APPROVING OFFICIAL DATE

# City of Cincinnati Department Approving Official Authorization

To:	Purchasing Card Program Administrator (Purchasing Division)
From:	
	(Department Director Name)
	(Department)
Subject:	Department Approving Officials (DAOs)
	wing staff member(s) are authorized to become designated as a Department Approving ) for the City of Cincinnati's P-Card program for employees in the agencies indicated.
	employee(s) understand(s) and agree(s) to carry out the appropriate authority related to nation as identified in this P-Card Program Policy and Procedures Manual.
Name: Title: Signature	
	Department Head Signature
	Date

# City of Cincinnati Individual Procurement Card Annual Re-Certification

Department/Division:
Single Purchase Limit (up to \$3,000):
Monthly Limit:
Billing Address:
Business Telephone Number:
Department Head Signature
The Department Head, by signing this Agreement, acknowledges and accepts his/her responsibilities in the administration of this program as detailed in the Program Procedures.
Employee Signature_
I agree that I will relinquish my P-Card to the City upon termination of employment or when requested to do so. I understand that failure to use this Procurement Card in accordance with all rules and regulations may require relinquishing the P-Card and may result in disciplinary action.
I UNDERSTAND THAT THIS PROCUREMENT CARD CANNOT BE USED FOR ANY PERSONAL USE AND ANY SUCH USE WILL REQUIRE IMMEDIATE REIMBURSEMENT AND WILL RESULT IN DISCIPLINARY ACTION WHICH MAY INCLUDE DISMISSAL.
Date

## City of Cincinnati Individual Travel Card Annual Re-Certification

Department/Division
Single Purchase Limit:
Monthly Limit:
Billing Address:
Business Telephone Number
Department Head Signature
The Department Head, by signing this Agreement, acknowledges and accepts his/her responsibilities in the administration of this program as detailed in the Program Procedures.
Employee Signature

I agree that I will relinquish my P-Card to the City upon termination of employment or when requested to do so. I understand that failure to use this Procurement Card in accordance with all rules and regulations may require relinquishing the P-Card and may result in disciplinary action.

I UNDERSTAND THAT THIS PROCUREMENT CARD CANNOT BE USED FOR ANY PERSONAL USE AND ANY SUCH USE WILL REQUIRE IMMEDIATE REIMBURSEMENT AND WILL RESULT IN DISCIPLINARY ACTION WHICH MAY INCLUDE DISMISSAL.

#### BOARD OF PARK COMMISSIONERS August 15, 2019

#### **CALL TO ORDER**

A regular meeting of the Cincinnati Board of Park Commissioners was held on this day at 950 Eden Park Drive. Commissioners present: President Brad Lindner, Vice President Jim Goetz, Commissioner Susan Castellini, and Commissioner Kevin Flynn. President Lindner called the meeting to order at 9:01 A.M.

#### **Public Comments**

There were no public comments.

#### **Approval of Minutes**

Commissioner Castellini motioned for approval of the July 18, 2019 minutes. Vice President Goetz seconded. Motion passed by vote.

#### **OLD BUSINESS**

#### FY 2020 Commissioner Fund Budget

Craig Sherman presented the proposed FY 2020 Commissioner Fund budget request of \$1,250,780 as well as the All Funds (consolidated) budget as requested by the Park Board.

Commissioner Flynn asked how many of the current open positions have been open for more than six months. Mr. Sherman clarified the majority have been, due in part to the City's hiring freeze. There was discussion regarding the \$1.8 million budgeted for FY 2020 salaries and wages not spent last year, and how that aligns with overall reduction of positions. Mr. Sherman explained \$1.8 million is budgeted for current vacant positions the Park Board intends to fill.

Vice President Goetz asked if employees operating the Carousel would be laid off if its operation is contracted out. Jenny Mobley explained, no, current part time positions at the Carousel could be offered other positions within the City or potentially with the new contractor.

There was discussion regarding restricted revenue funds and how they can be spent. Commissioner Flynn asked for clarification and consistency concerning restricted revenue funds being reinvested in the areas the revenue is generated. Mr. Sherman explained he has been working with the City to gain a full understanding of restricted funds and how they can be spent.

Mr. Sherman continued with the presentation of the All Funds budget. There was discussion regarding the future reduction of salary reimbursements from the Capital budget and how new Planning/Design positions could benefit the Park Board and other City departments.

Vice President Goetz explained the FY 20 Commissioners Fund budget is higher than actual expenditures in FY 19.

The Marketing and Advertising budget and funding priorities were discussed. Vice President Goetz suggested reducing the Advertising budget proposed in the Commissioners Fund. There was further discussion regarding the total funds budgeted for Marketing and Advertising, which costs are typically covered, and how priorities would shift with a reduction.

There was discussion regarding funds budgeted for repairs and maintenance. President Linder commented the amount seemed low for the scope of maintenance within Parks. Mr. Sherman clarified the work covered in this line is not necessarily for facilities and there are other line items that encompass facility maintenance.

Commissioner Flynn asked about Operational Support and which expenses it covers. Mr. Sherman indicated he did not have the answer presently and would provide it after the meeting.

There was discussion regarding restricted funding for Fountain Square.

Commissioner Flynn pointed out a correction, that funding for Gates at Eden Park should not be budgeted within the Meyer Fund because they have already been installed. He also questioned the need to budget for Park Improvements at Waterfront Parks if there is not a clear definition of what is covered in Park Improvements. He suggested that money be spent in parks with greater need. Mr. Sherman explained Park Improvements cover funds restricted to the parks they are designed for. There was discussion regarding the use of restricted funds for parks at which they are available before general fund dollars.

Vice President Goetz requested the Commissioner Fund budget discussions begin earlier in the year next year.

Vice President Goetz motioned to approve the Commissioner Fund budget with a \$147,000 reduction to the Advertising line, resulting in a CF budget total of \$1,140,633. Commissioner Flynn made an amendment to the motion that unspent money in the Commissioner Fund budget be spent on projects throughout the year, as approved by the Board of Commissioners, rather than saved for the next year.

Commissioner Castellini suggested leaving funds within their endowments or trusts until they are going to be spent. Mr. Sherman clarified it would depend on the restrictions on each endowment or trust.

President Lindner seconded the motion. The motion passed by vote.

There was discussion regarding the possibility of alternative options for City printing services.

#### **STAFF RECOGNITION**

Angela Carloss, Service Crew Leader, was introduced and recognized by the Park Board for her many successes and dedication as an employee, especially her recent involvement and leadership in the improvement of Nassau Park.

Director Walcutt commented further on Ms. Carloss' ability to motivate those around her and how the Nassau project is a model for increased efficiencies and collaboration between CRC and Parks and impactful volunteerism.

#### **OLD BUSINESS**

#### **Annual Business Plan**

Director Walcutt presented the updated Annual Business Plan. He explained the internal document will serve as a critical path toward completion of the plan's goals.

The definition and use of Key Performance Indicators (KPI) as a tool was discussed.

Trail improvements for Burnet Woods, and its location in the Annual Business Plan was discussed.

President Lindner asked about the Mt. Airy Trail Development and if other trail user groups will be helping to fund the multi-use trail. Mr. Schuckman said the Park Board is planning a community discussion with all groups and fundraising will be targeted for materials more so than plans. The timeline for the project was discussed. Commissioner Flynn mentioned there are other groups who are fundraising for Mt. Airy Forest as well.

Commissioner Castellini motioned for the approval of the Annual Business Plan as presented. Commissioner Flynn seconded. The motion passed by vote.

#### **NEW BUSINESS**

#### **New Position: Senior Engineer**

Director Walcutt provided a report to the Board on the requested new Senior Engineer position for Planning, Design, and Facilities Division.

Mr. Lindner asked if there was anyone in mind for this position and Mr. Schuckman answered, no.

Vice President Goetz motioned to approve the new Senior Engineer position. Commissioner Castellini seconded. The motion passed by vote.

#### **Contract Amendment: Anderson Pavilion Culinary Group**

Jenny Mobley presented the proposal to amend the current contract with Anderson Pavilion Culinary Group (Anderson Pavilion Group) to include operation of Carol Ann's Carousel. She explained the terms of the amendment and presented the Anderson Pavilion Group's Proforma.

Commissioner Flynn asked about the amount of inventory in the gift shop and if the plan is to transfer the inventory to the new Carousel operation. Mrs. Mobley answered yes, the roughly \$8-10,000 worth of inventory would be transferred.

The need for additional revenue was discussed. Mrs. Mobley confirmed between revenue and outside sponsorships, expenses will be covered. Vice President Goetz emphasized although the Park Board would only contribute \$200,000 in the first year, there is a need for it each year to cover expenses. Mrs. Mobley confirmed and said the Anderson Pavilion Group understands additional need will be their responsibility after the first year.

The RFP for AMPLIO, which is the umbrella company for Anderson Pavilion Group, was discussed. Vice President Goetz suggested including contract for the Carousel within the current RFP that encompasses AMPLIO's full scope of services in order to receive competitive bids for the Carousel operation. Mrs. Mobley explained the AMPLIO contract which manages pavilions and lodges is a completely separate contract from the Anderson Pavilion contract, which would encompass the Carousel. She also indicated that the lodges and pavilion RFP released earlier his year received no responses.

Director Walcutt explained the built-in efficiencies of one group managing both the Anderson Pavilion and the Carousel.

Actual revenue was discussed. Vice President Goetz expressed concern regarding the expenditure of funds for the contract and questioned if the Park Board would be saving money or gaining revenue under this contract compared to prior years.

Jennifer Spieser clarified the source of the grant funding provided by the Foundation is past proceeds of Hats Off Luncheon specifically dedicated to the Carousel.

Judi Sturwold and Christina Jarvis, from the Anderson Pavilion Group, presented their plans for operating the Carousel.

There was discussion regarding annual expenses for technology, merchandise, and concessions. Jenny Mobley clarified what is included in Carousel revenue on the Proforma.

Vice President Goetz asked if the Anderson Pavilion Group could continue operating Anderson Pavilion without the Carousel. Ms. Sturwold answered the Group would continue event production as usual, but introducing a third party may cause inefficiencies.

The projected increase in revenue was discussed. Ms. Sturwold explained the opportunities for increasing revenue. Vice President Goetz expressed concern pertaining to the proposed Park Board contribution and the uncertainty of actual cost savings or revenue loss.

Discussion followed regarding seasonal hours of operation.

President Lindner requested getting a better understanding of past Carousel operations and the Park Board's true loss or annual expenses compared to the Anderson Pavilion Group proposal. Salary expenses and projected labor costs versus historical actuals were discussed. Commissioner Flynn suggested ideas for increasing staffing efficiency at the Carousel.

Commissioner Castellini stated it would be difficult for the Park Board to increase attendance at the Carousel because it does not have the expertise.

Vice President Goetz emphasized the need to understand actual expenditures for staff at the Carousel, not just what was previously budgeted.

There was further discussion regarding the one-time ask from the Park Board for a contribution and the Anderson Pavilion Group's intent to acquire the annual \$200,000 need through Carousel revenue and outside sponsorships. President Lindner asked Staff to provide historical actuals for revenue and expenses at the Carousel.

#### **Burnet Woods Stormwater Management Plan**

Steve Schuckman presented the need and plan for stormwater management at Burnet Woods, partners involved, and benefits of the multi-level management strategy.

MaryLynn Lodor, Deputy Director of MSD provided further detail on current gray infrastructure at Burnet Woods and future plans for improvement, which are consistent with the park Master Plan. Ms. Lodor explained work will be timed to coincide with green infrastructure improvements. She explained MSD's partnership with Mill Creek Alliance on a Water Resource Restoration Sponsorship Program grant for this work. The mechanics of the gray infrastructure were discussed.

There was discussion regarding the plan for green infrastructure, including purpose, methods, flow of water, as well as the benefits of the improvements and overall partnership. Ms. Lodor explained MSD will be recommending funding sources to the Park Board.

Mr. Schuckman presented the plan and explained how improvements will fit into the Burnet Woods Master Plan and the collaboration with Camping & Education Foundation.

Commissioner Flynn mentioned storm sewer fees could potentially be a source of funding for gray infrastructure. Mr. Schuckman expressed Staff are looking into all possibilities, and wetland mitigation is also an option.

Vice President Goetz expressed these improvements would be transformational to the park.

The type of sewer being installed, protection of historical resources in the park, and project timeline were discussed.

Ms. Lodor stated this project will be included in the capital plan for MSD and end of design is targeted for 2021.

Commissioner Flynn motioned to approve the staff recommendation as presented. Commissioner Castellini seconded. The motion passed by vote.

#### Facilities & Infrastructure CIP Plan

Mr. Schuckman outlined the RFP process and outcome and explained what elements will be included in the final plan. He presented the selection committee's recommendation, scope of services, and project schedule.

The most appropriate funding source was discussed. It was determined the Permanent Improvement Fund 752 would be the most appropriate source.

Vice President Goetz asked what the true deferred maintenance needs are. He suggested staff create a list of known priority maintenance needs, or capital needs wish list, rather than contracting it out in the scope of work. Mr. Schuckman expressed the need to contract out extensive work regarding structural elements and age, but staff will assist with data, documentation, and site visits.

The timeline and procurement process was discussed.

Commissioner Flynn motioned to approve the award of contract to Brandstetter Carroll, Inc. to provide a Facility/Infrastructure CIP Plan as presented with the Park Permanent Improvement Fund (Fund 752) as the funding source. Commissioner Castellini seconded the motion. The motion passed by vote.

#### **DIRECTOR'S REPORTS/COMMENTS**

Director Walcutt thanked the Board for their support on the transformational projects currently underway.

Mr. Walcutt gave examples of collaborations with CRC and recent efforts to increase efficiency across departments. He expressed the intent to host a formal dedication of Westwood Town Hall and updated the Board on Paddlefest, CRC vs. Parks 'Game On' Kickball Game, and upcoming Foundation events.

Mr. Walcutt announced the Releaf program has sold out and staff are currently looking for funds to secure additional funding, including working with the Office of Environmental Sustainability to plant two trees at every Cincinnati public school. Commissioner Flynn asked about using Commissioners Fund dollars for Releaf. Mr. Walcutt explained it may not be permitted to use these funds on private property; however, interest from some of the endowments could potentially be used.

Director Walcutt announced he and Deputy Director Kish will be attending the National Recreation and Parks Conference in Baltimore and travelling to Washington D.C. directly after to meet with delegates regarding the Banks development project. He continued with an update on the US Army Corps of Engineers MOU as well as the Lot 23 park and term sheet with MEMI. He explained an RFP has been prepared to solicit ideas for revenue generating facilities for Lot 28, so infrastructure plans can be influenced and allow for many possibilities.

Mr. Walcutt expressed excitement for upcoming improvements at Burnet Woods, shared trail improvements in the park, and announced permit parking signs have been removed from the area around the bandstand to discourage idling. He also announced parking permits may now be purchased online.

#### **COMMISSIONER'S COMMENTS**

Commissioner Castellini asked for an update on the Riverfront Marina. Director Walcutt explained KZF is still within the working timeline of their study and the contract for boat dock operations is being negotiated and will be presented to the Board when complete.

President Lindner requested the conceptual Sasaki designs for the Banks project.

#### **ADJOURNMENT**

Meeting adjourned at 12:45 P.M.

ATTEST:

PRESIDENT

DIRECTOR

# Cincinnati Park Board

All Funds Budget – August 2019

#### **BOARD OF PARK COMMISSIONERS**

Brad Lindner - PRESIDENT James Goetz - VICE PRESIDENT
Susan F Castellini Kevin Flynn Linda Lee Thomas

Wade Walcutt – DIRECTOR Kara Kish – DEPUTY DIRECTOR
Steven Schuckman – SUPERINTENDENT Rocky Merz - DIVISION MANAGER
Jenny Mobley - DIVISION MANAGER



# Consolidated Budget Summary

	2020 Budget City and		E	2020 Budgeted		Variance	
	Revenue		E	Expenses			
Fund Source							
General	\$	9,070,250	\$	9,070,250	\$	-	
Forestry Assessment	\$	2,239,040	\$	2,239,040	\$	-	
Stormwater	\$	1,939,390	\$	1,939,390	\$	-	
Infrastructure	\$	1,827,460	\$	1,827,460	\$	-	
Hwy Greenspace	\$	392,120	\$	392,120	\$	-	
Income Tax Transit	\$	30,980	\$	30,980	\$	-	
Capital	\$	2,009,000	\$	2,009,000	\$	-	
Restricted Funds	\$	4,694,606	\$	4,878,110	\$	(183,504)	
Commissioner Funds	\$	1,250,780	\$	1,287,633	\$	(36,853)	
Total	\$	23,453,626	\$	23,673,983	\$	(220,357)	

	2019 Budget City and Revenue	2019 Budgeted Expenses	Variance
Total	\$ 22,536,588	\$ 22,720,793	\$ (184,205)

- Park Board budgeted expenses are \$220K above budgeted revenue and city dollars. This is common and occurred in FY2019.
- Due to approximately \$2.0M in open positions this gap will not be an issue in FY2020
- FY2019 Actual City and Revenue was \$22.6M with Actual 2019 Expenses of \$20.9M



# City Dollars

City Dollars		2020 Budget 20		019 Budget	2019 Actuals	
General	\$	9,070,250	\$	8,662,985	\$	8,662,985
Forestry Assessment	\$	2,239,040	\$	2,098,580	\$	2,193,331
Stormwater	\$	1,939,390	\$	1,939,230	\$	1,939,390
Infrastructure	\$	1,827,460	\$	1,865,755	\$	1,865,755
Hwy Greenspace	\$	392,120	\$	384,120	\$	384,120
Income Tax Transit	\$	30,980	\$	30,670	\$	30,670
Capital	\$	2,009,000	\$	2,077,001	\$	2,077,001
Total City Dollars	\$	17,508,240	\$	17,058,341	\$	17,153,252

 General Fund Salaries increased \$267K from 2019 Budget versus 2020 Budget



## Revenue

Revenue Funds	2020 estricted ids Budget	 2020 ommissioner's Fund Budget	2020 Consolidated Budget			2019 onsolidated Budget	2019 Consildated Actuals		
Donations	\$ 114,306	\$ 19,200	\$	133,506	\$	100,000	\$	127,110	
Admission	\$ 1,326,114	\$ -	\$	1,326,114	\$	820,054	\$	1,007,390	
Outside Entity	\$ -	\$ 173,998	\$	173,998	\$	136,050	\$	148,103	
Communities Pot Program	\$ -	\$ 81,800	\$	81,800	\$	30,000	\$	76,880	
Interest Income	\$ 208,955	\$ 73,100	\$	282,055	\$	231,321	\$	218,578	
Show Sponors	\$ -	\$ 17,556	\$	17,556	\$	10,000	\$	12,125	
Trust Funds	\$ -	\$ 544,904	\$	544,904	\$	745,591	\$	697,626	
General	\$ 80,187	\$ -	\$	80,187	\$	64,187	\$	-	
Rental	\$ 1,663,923	\$ -	\$	1,663,923	\$	1,663,923	\$	1,535,343	
Parking	\$ 553,590	\$ -	\$	553,590	\$	553,590	\$	555,468	
Gift Shop sales	\$ 5,525	\$ 340,222	\$	345,747	\$	385,525	\$	384,661	
Programs	\$ 333,760	\$ -	\$	333,760	\$	334,760	\$	228,436	
Common Area Maintenance (CAM)	\$ 238,246	\$ -	\$	238,246	\$	238,246	\$	238,246	
Asset Sales	\$ -	\$ -	\$	-	\$	-	\$	103,359	
Other - Prior Year Reimbursements	\$ 170,000	\$ -	\$	170,000	\$	165,000	\$	166,505	
Total Revenue	\$ 4,694,606	\$ 1,250,780	\$	5,945,386	\$	5,478,247	\$	5,499,830	

- Admission increased due to Krohn
  - Krohn is budgeted to see revenue near \$1.5M in FY 2020



## Expenses

	_																			,		
									2	020 Budg	et l	Expenses										
Expenses	Ge	neral Fund	St	omwater	Hw	y Greenspace	Infr	rastructure	li	ncome Tax Transit	Re	stricted Funds	C	aptial Fund	ı	Forestery	Commission	er	Consolidated Budget	2	019 All Funds Budget	9 All Funds Actuals
Advertising	\$	31,124	\$	-	\$	-	\$	-	S	-	's	114,966	\$	-	S	4,262	\$ 162,6	00 :	312,952	\$	447,341	\$ 372,797
Auto	\$	358,518	\$	_	\$	-	\$	-	\$	_	`\$	11,411	\$	-	\$	646	\$ -		370,575	\$	324,288	\$ 407,812
Fuel	\$	143,065	\$	_	\$	-	\$	_	\$	-	<b>^</b> \$	717	\$	_	S	1,765	S -		145,547	\$	130,534	\$ 155,761
E ducation, Training and Development	\$	10,813	\$	-	\$	-	\$	-	S	-	's	5,591	\$	-	\$	9,691	\$ 10,0	00 5	36,095	\$	25,914	\$ 43,030
E quipment	\$	80,463	\$	-	\$	-	\$	-	\$	-	້\$	_	\$	-	\$	33,245	\$ 2,5	00 5	116,208	\$	174,301	\$ 245,546
Parts	\$	35,733	\$	-	\$	32,797	\$	-	S	-	۲s.	15,298	\$	-	\$	-	\$ -	:	83,828	\$	85,624	\$ 2,401
Insurance	\$	-	\$	-	\$	-	\$	-	S	30,980	s.	-	\$	-	\$	-	\$ -		30,980	\$	30,670	\$ 23,875
IT	\$	11,778	\$	-	\$	-	\$	-	S	-	៍ទ	-	\$	-	\$	2,589	\$ -	:	14,367	\$	48,621	\$ 95,960
Land and Facilities	\$	3,822	\$	_	\$	_	\$	_	S	_	\$	11,750	\$	_	\$	2,568	\$ -		18,140	\$	18,017	\$ 40,686
Professional Services (Contract Services)	\$	561,728	\$	-	\$	23,670	\$	-	S	_	's	819,360	\$	-	\$	1,212,618	\$ 79,9	50 \$	2,697,326	\$	2,458,655	\$ 2,668,840
Rent	\$	_	\$	_	\$	_	\$	_	\$	_	<b>^</b> \$	46,429	\$	_	S	_	\$ -		46,429	\$	51,564	\$ 88,773
Repairs and Maintenance	\$	111,713	\$	-	\$	-	\$	-	S	_	`\$	50,495	\$	-	\$	449	\$ -	:	162,657	\$	162,788	\$ 9,494
Salaries and Wages	\$	4,403,010	\$	1,923,440	\$	274,530	\$	1,820,960	S	-	rs.	2,036,170	\$	1,200,000	\$	638,900	\$ 192,0	33 5	12,489,043	\$	10,336,065	\$ 9,331,082
Benefits and Taxes	\$	1,479,570	\$	-	\$	-	\$	-	S	-	s.	841,280	\$	-	\$	257,880	\$ -	:	2,578,730	\$	3,899,427	\$ 3,447,001
Supplies	\$	165,953	\$	-	\$	_	\$	-	S	_	S	178,147	\$	-	S	1,219	\$ 417,3	00 5	762,619	\$	806,801	\$ 1,072,993
Horticultural Supplies	\$	205,546	\$	15,950	\$	61,123	\$	6,500	S	-	°\$	348,167	\$	-	S	20,000	\$ 50,0	00 9	707,286	\$	671,096	\$ 601,947
Office Supplies	\$	37,081	\$	_	\$	_	\$	_	S	_	\$	27,264	\$	_	\$	7,746	\$ -		72,091	\$	55,911	\$ 51,150
Sundry Supplies	\$	63,737	\$	-	\$	-	\$	-	S	_	s.	26,266	\$	-	\$	22,431	\$ -	:	112,434	\$	248,799	\$ 554
Taxes	\$	597,971	\$	_	\$	_	\$	-	S	-	S	_	\$	_			\$ 21,0	00 5			520,381	\$ 516,906
Travel and Meal	S	-	\$	-	\$	-	\$	-	S	-	S	-	\$	-	\$	-	S -	:	-	\$	-	\$ -
Program Cost	S	-	\$	-	\$	-	\$	-	S	-	S	-	\$	-	\$	-	\$ 31,2	50 5	31,250	\$	32,709	\$ 35,478
Project C ost	\$	-	\$	-	\$	-	\$	-	S	-	\$	-	\$	809,000	\$	_	\$ 321,0	00 9	1,130,000	\$	1,052,585	\$ 875,604
Utilities	S	768,625	S	-	\$	_	\$	_	S	-	°s	344,799	\$	_	\$	23,031	s -		1,136,455	\$	1,138,702	863,463
Total Expenses	\$	9,070,250	\$	1,939,390	\$	392,120	\$	1,827,460	\$	30,980	\$	4,878,110	\$	2,009,000	\$	2,239,040	\$ 1,287,6	33 :	23,673,983	\$	22,720,793	\$ 20,951,153



## Salary Review

	20	20 Budget Salary	Percent of Total Salary
City Funds			_
General	\$	5,882,580	39.0%
Forestry Assessment	\$	896,780	6.0%
Stormwater	\$	1,923,440	12.8%
Infrastructure	\$	1,820,960	12.1%
Hwy Greenspace	\$	274,530	1.8%
Total City Fund Salary	\$	10,798,290	71.7%
Capital Fund			
Capital	\$	1,200,000	8.0%
Total Capital Fund Salary	\$	1,200,000	8.0%
Restricted Funds			
Sawyer Point	\$	771,190	5.1%
Park Donations and Special Activit	\$	400,400	2.7%
Cincinnati Riverfront Park	\$	374,050	2.5%
Park Lodge / Pavilion Deposits	\$	350,860	2.3%
Krohn Conservatory	\$	980,950	6.5%
Total Restricted Fund Salary	\$	2,877,450	19.1%
Commissioner Funds	_	400.000	
Commissioner Funds	\$	192,033	1.3%
Total Non City Fund Salaries	\$	192,033	1.3%
Total Salaries	\$	15,067,773	100.0%

- 61% of salaries are paid out of non General Fund dollars
- 60% of Capital budget is itemized for salary reimbursement
  - Goal to reduce capital salary to \$745K a 38% drop, leaving \$1.3M for projects.



## Changes to Free Capital Dollars

#### Total Salary Adjustment \$614K

- Reduction in Capital Reimbursement from \$1.0M to \$386K.
- Additional Staff in Capital \$350K
- Total Capital Spent on Salaries \$736K
- Net reduction for Capital Salary Dollars (\$264K)



## Salary Reimbursement Review

FUND_CD TYPE DEPT_CD Month Month 2	980 EXPE (AII) (AII) (AII)	INSE T					
Sum of PSTNG_AM Row Labels	Colui	mn Labels 🔻	201	17	2018	20	19
<b>■ 0000</b>	\$	754,200.18	\$ 1	1,984,670.58	\$ 2,221,253.53	\$	1,757,807.90
<b>■</b> Contracted Services	\$	754,200.18	\$ 1	1,112,118.46	\$1,112,490.99	\$	759,474.98
7671	\$	754,161.11	\$ 1	1,112,118.46	\$1,112,490.99	\$	759,474.98
7672	\$	39.07					
<b>■Other Expense</b>			\$	7,500.00			
7689			\$	7,500.00			
<b>■ Project</b>			\$	865,052.12	\$ 1,108,762.54	\$	998,332.92
7687			\$	865,052.12	\$1,108,762.54	\$	998,332.92
Grand Total	\$	754,200.18	\$ 1	1,984,670.58	\$ 2,221,253.53	\$	1,757,807.90



## Salary Reimbursement Review

			Budget nbursement	0 Budget mbursement	2019 Actual Reimbursement		
City Funds		_					
Restricted Funds	City Funds	\$	(2,648,506)	\$ (2,686,755)	\$	(1,644,169)	
	Restricted Funds	\$	1,137,601	\$ 1,248,930	\$	616,144	
Capital Fund	Capital Fund	\$	1,200,000	\$ 1,200,000	\$	998,333	
Commissioner Fun	d						
	Commissioner Fund	\$	192,033	\$ 183,865	\$	52,849	



## Salary Reimbursement Review

	2019 I	Budget	201	9 Actual				2	2020	Budget
Administration	Reiml	bursement	Rei	mbursement	Va	riance	Administration	F	Reim	bursement
City Funds							City Funds			
General Fund	\$	(1,323,009)	\$	(1,098,082)	\$	(224,927)	General	Fund	\$	(1,385,355)
Restricted Funds							Restricted Funds			
Park Donations and Special Activity	\$	78,615	\$	116,025	\$	(37,410)	Park Donations and Special Act	tivity	\$	79,215
Capital Fund							Krohn Conserva	atory	\$	39,340
Capital Fund	\$	1,200,000	\$	998,333	\$	201,667	Capital Funds			
							Capital	Fund	\$	1,200,000
Operations							Operations			
City Funds							City Funds			
General Fund	\$	(3,197,633)	\$	(2,468,984)	\$	(728,649)	General I	Fund	\$	(3,050,072)
Stormwater Fund	\$	1,923,440	\$	1,923,422	\$	18	Stormwater	Fund	\$	1,923,440
Infrastructure Fund (Income Tax-							Infrastructure Fund (Income	Tax-		
Infastructure)	\$	(139,404)	\$	(526)	\$	(138,878)	Infastruc	ture)	\$	(186,370)
Forestry Assessment	\$	49,851	\$	-	\$	49,851	Forestry Assessr	ment	\$	49,851
Restricted Funds							Restricted Funds			
Sawyer Point	\$	745,244	\$	362,700	\$	382,544	Sawyer F	Point	\$	534,214
Park Donations and Special Activity	\$	(59,131)	\$	-	\$	(59,131)	Cincinnati Riverfront	Park	\$	100,000
Cincinnati Riverfront Park	\$	100,000	\$	-	\$	100,000	Park Lodge / Pavilion Dep	osits	\$	285,890
Park Lodge / Pavilion Deposits	\$	285,890	\$	42,533	\$	243,357	Krohn Conserva	atory	\$	98,942
Krohn Conservatory	\$	98,312	\$	94,886	\$	3,426				
Commissioner Fund							Commissioner Fund			
Commissioner Fund	\$	183,865	\$	52,849	\$	131,016	Commissioner	Fund	\$	192,033



## Commissioner Funds Definitions

Park Board Trust Funds	Purpose	Restricted or Unrestricted	Park Areas	Invest Manager
	Maintenance, improvement and			
Bettman	operations	Restricted	Bettman	PNC
	Maintenance, improvement and			
Drabner	operations	Unrestricted	Citywide	US Bank
	Maintenance, improvement and			
Fleischmann	operations	Unrestricted	Fleischmann Gardens / Citywide	US Bank
	Maintenance, improvement and			
Geier	operations	Unrestricted	Geier Espanade / Citywide	US Bank
	Maintenance, improvement and			
Miles-Edwards	operations	Unrestricted	Citywide	Bahl & Gaynor
	Maintenance, improvement and			
Levy	operations	Unrestricted	Krohn Conservatory Levy Clock	Fifth Third Bank
	Maintenance, improvement and			
Hauck- Sooty Acres	operations	Unrestricted	Sooty Acres	Fifth Third Bank
	Maintenance, improvement and			
Hauck - Fountain Sq	operations	Unrestricted	Fountain Square	Fifth Third Bank
	Maintenance, improvement and			
Meyer	operations	Unrestricted	Citywide	Fifth Third Bank
Outside Entity Support	Purpose	Restricted or Unrestricted	Park Areas	
City Gardens	Operations Support	Restricted	Central Pkwy, Torrence Pkwy and Ft Wash	
BOV	Operations Support	Restricted	Waterfront	
	Maintenance, improvement and			
Piatt Park Residents	operations	Restricted	Piatt Park	

Restricted

Restricted

Vasey and PBV Gardens

UC greenspace maintenance, OTR planters and other community support

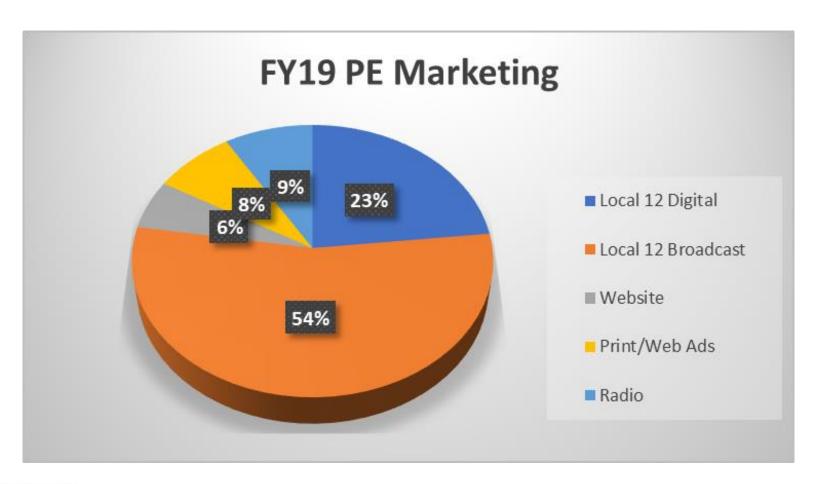


Greenspaces

Greater Cincinnati Foundation Operations Support

**Operations Support** 

## FY19 CF Marketing Dollars \$298K



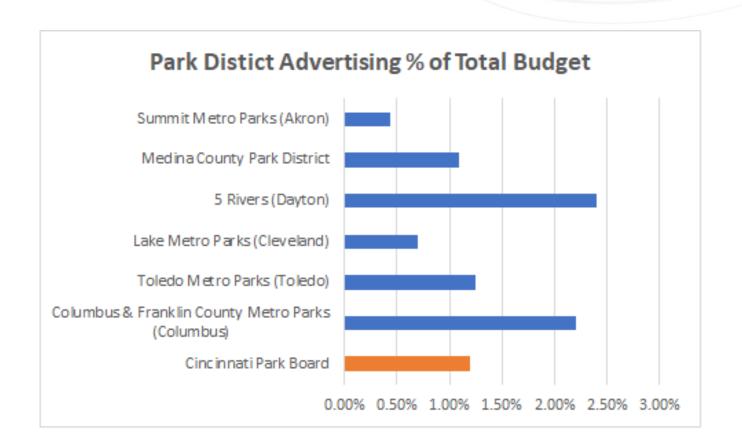


## FY20 CF Marketing Dollars Proposed \$162K



- \$136,000 net reduction from FY19 (\$82,000 reduction from July)
- No Broadcast TV Ads
- Shift focus from TV and print to emerging digital/web products such as geo-targeted device streaming
- Emphasis on driving revenue, volunteerism and event/parks attendance









for the fiscal year ended June 30, 2019



CINCINNATI, OHIO

# COMPREHENSIVE ANNUAL FINANCIAL REPORT

for the fiscal year ended June 30, 2019

Director of Finance:

**Karen Alder** 

Interim Assistant Director of Finance:

**Nicole Lee** 

Finance Manager:

**Mark Ashworth** 



# INTRODUCTORY SECTION



### CITY OF CINCINNATI, OHIO COMPREHENSIVE ANNUAL FINANCIAL REPORT

For the fiscal year ended June 30, 2019

#### TABLE OF CONTENTS

INTRODUCTORY SECTION	Page
Letter of Transmittal	5
Certificate of Achievement	13
Principal City Officials	15
Organization Chart	17
FINANCIAL SECTION	Page
Report of Independent Auditors	19
Management's Discussion and Analysis	23
BASIC FINANCIAL STATEMENTS:	
Basic Financial Statements:	
Government-wide Financial Statements:	
Statement of Net Position	39
Statement of Activities	41
Fund Financial Statements:	
Balance Sheet – Governmental Funds	42
Reconciliation of the Balance Sheet to the Statement of Net Position – Governmental Funds	43
Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds	44
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances to the	
Statement of Activities – Governmental Funds	45
Statement of Net Position – Proprietary Funds	47
Statement of Revenues, Expenses, and Changes in Fund Net Position – Proprietary Funds	49
Statement of Cash Flows – Proprietary Funds	50
Statement of Fiduciary Net Position – Fiduciary Funds	52
Statement of Changes in Fiduciary Net Position – Fiduciary Funds	53
Notes to Financial Statements	55
Required Supplementary Information	
Schedules of Ohio Police and Fire Pension Fund Net Pension Liability	157
Schedules of Ohio Police and Fire Pension Fund Net Other Postemployment Benefit Liability	158
Schedules of Ohio Public Employees Retirement System Net Pension Liability	159
Schedules of Ohio Public Employees Retirement System Net Other Postemployment Benefit Liability	160
Schedule of City's Cincinnati Retirement System Net Pension Liability and Related Ratios	161
Schedule of City's Cincinnati Retirement System Pension Employer Contributions	162
Notes to the Required Pension Information	163
Trocks to the respin of Position Information	105

#### TABLE OF CONTENTS (Continued)

FINANCIAL SECTION (Continued)	Page
Schedule of City's Cincinnati Retirement System Net Other Postemployment Benefit Liability and	
Related Ratios	166
Schedule of City's Cincinnati Retirement System Net Other Postemployment Benefit Employer	
Contributions	167
Notes to the Required OPEB Information	168
Schedule of Cincinnati Retirement System Net Pension Liability and Related Ratios	172
Schedule of Cincinnati Retirement System Pension Employer Contributions	173
Cincinnati Retirement System Notes to the Required Pension Information	174
Schedule of Cincinnati Retirement System Total Other Postemployment Benefit Liability and	
Related Ratios	175
Schedule of Cincinnati Retirement System Net Other Postemployment Benefit Employer	
Contributions	176
Cincinnati Retirement System Notes to the Required Net Other Postemployment Benefit	
Information	177
Budgetary Comparison Schedule – General Fund	179
Note to the Required Supplementary Information-Budgetary Data	180
Supplementary Information	
M' C	102
Major Governmental Funds:	183
Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget	105
(Non-GAAP Budgetary Basis) – and Actual General Fund	185
Statement of Revenues, Expenditures, and Changes in Fund Balance General Fund	192
Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget	
(Non-GAAP Budgetary Basis) – and Actual Capital Projects Fund	197
Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget	
(Non-GAAP Budgetary Basis) – and Actual Debt Service Fund	199
Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget	
(Non-GAAP Budgetary Basis) - and Actual Tax Increment Financing Fund	200
Nonmajor Governmental Funds	201
Combining Balance Sheet – Nonmajor Governmental Funds	203
Combining Statement of Revenues, Expenditures and Changes	203
in Fund Balances – Nonmajor Governmental Funds	206
Schedules of Revenues, Expenditures and Changes in Fund Balance – Budget	200
(Non-GAAP Budgetary Basis) and Actual	
Health Services Fund	209
Street Construction, Maintenance and Repair Fund	210
Income Tax Infrastructure Fund	210
Income Tax Transit Fund	214
	214
Motor Vehicle License Fund	
Special Recreation Fund	216
Special Parks Fund	218
Streetcar Operations Fund	219
Recreation Grants Fund	220
Parks Fund	222
Safety Fund	223
Health Fund	225
Cincinnati Blue Ash Airport Fund	227
Community Development Fund	228
Other Grants Fund	230

#### TABLE OF CONTENTS (Continued)

NANCIAL SECTION (Continued)	Page
Bettman Nature Center	233
Groesbeck Endowment Fund	234
Schmidlapp Park Music Fund	235
The W.M. AMPT Music Endowment Fund	236
Crosley Field Trust	237
Kroger Trust	238
Yeatman's Cove Park Trust	239
Park Board Fund	240
Nonmajor Enterprise Funds	241
Combining Statement of Net Position	243
Combining Statement of Devenues Expanses and Changes in Not Desition	243
Combining Statement of Revenues, Expenses and Changes in Net Position	
Combining Statement of Cash Flows	245
Internal Service Funds	247
Combining Statement of Net Position	249
Combining Statement of Revenues, Expenses and Changes in Fund Net Position	251
Combining Statement of Cash Flows	252
Fiduciary Funds – Agency Funds	255
Combining Statement of Fiduciary Assets and Liabilities – Agency Funds	257
Combining Statement of Changes in Assets and Liabilities – Agency Funds	258
Capital Assets Used in the Operation of Governmental Funds	261
Schedule by Source	263
Schedule by Function and Activity	264
Schedule of Changes by Function and Activity	265
Schedule of Changes by I unedon and Activity	203
Schedules:	260
Schedule of Outstanding Bonds and Notes	269
Schedule of Annual Debt Service General Obligation and Revenue Bonds	270
Schedule of Receipts and Expenditures of Federal Awards	271
Infrastructure Income Tax	277
TATISTICAL SECTION	Page
Financial Trends	
	281
Net Position by Category  Changes in Net Position	282
Changes in Net Position	282 284
	_
Fund Balances, Governmental Funds	285
Changes in Fund Balances, Governmental Funds	207
Changes in Fund Balances, Governmental Funds	286
Changes in Fund Balances, Governmental Funds Program Revenues by Function Total Revenue by Source, Governmental Funds	287
Changes in Fund Balances, Governmental Funds Program Revenues by Function Total Revenue by Source, Governmental Funds Tax Revenue by Source, Governmental Funds	
Changes in Fund Balances, Governmental Funds Program Revenues by Function Total Revenue by Source, Governmental Funds	287

#### TABLE OF CONTENTS (Continued)

STATISTICAL SECTION (Continued)	Page
	• • •
Assessed Valuations and Estimated True Values	290
Real Property Assessed Valuation by Type of Property	290
Property Tax Rates - Direct and Overlapping Governments	291
Principal Property Taxpayers	291
Property Tax Levy and Collections	292
Water Works – Top Ten Retail Customer Data	293
Water Works – Historical and Projected Water System Pumpage	294
Water Works – Accounts Receivable	294
Debt Capacity	
Ratios of Outstanding Debt by Type	295
Ratio of Net General Bonded Debt	296
Computation of Direct and Overlapping Debt	296
Legal Debt Margin	297
Revenue Bonds Debt Service Coverage	298
Bond Retirement Fund Balance, Southern Railway Revenue and Capital Improvement Plan	299
Water Works – Historical Financial Operations	300
Water Works – Projected Operating Results	301
Water Works – Senior Bonds and Senior Subordinated Debt Service Requirements	302
Water Works Revenue Bonds Debt Service Coverage	303
Demographic and Economic Information	
Population Statistics	304
Ten Largest Employers	305
Construction and Property Values	306
Salaries of Principal Officials	307
Employee Crime Insurance	307
Annual Employment Average by Industry	308
Higher Education	309
Operating Information	
Full-Time Equivalent Positions by Function/Program	310
Operating Indicators by Function/Program	311
Capital Asset and Infrastructure Statistics by Function/Program	312
Unions and Labor Contracts	313



December 30, 2019

The Honorable Mayor, Members of City Council, and the Citizens of the City of Cincinnati, Ohio

We are pleased to submit the City of Cincinnati's Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2019. State law requires that the City of Cincinnati annually publish a complete set of financial statements for the results of its fiscal operations, presented in conformity with generally accepted accounting principles (GAAP). This report is prepared by the Department of Finance, which is responsible for the accuracy of the data and the completeness and fairness of its presentation, including disclosures. We believe that the information presented is accurate in all material respects and reported in a manner designed to show the financial position and operating results of the City.

GAAP require that management provides a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A) that is located on page 23. This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it.

The Administration believes that the City's internal control structure provides reasonable assurance that assets are safeguarded, transactions are recorded and reported appropriately, and policies are followed. The concept of reasonable assurance recognizes that the cost of a control procedure should not exceed the expected benefit.

An important element of the City's control structure is the ongoing program to promote control consciousness throughout the organization. The Administration's commitment to this program is emphasized through written policies and procedures, and a well-qualified financial staff.

The Auditor of the State of Ohio has audited the accompanying financial statements for fiscal year 2019. Their report is included herein.

A single audit is an organization-wide financial and compliance audit that is conducted in lieu of the traditional grant-by-grant multiple audits performed in the past. Federal law requires the City to have this single audit of all City federal grant activities. The City has remained in compliance with this requirement since its inception in 1985. The Auditor of the State of Ohio conducted the single audit for the 2019 fiscal year.

#### Profile of the Government

Cincinnati was founded in 1788, chartered as a village in 1802, and incorporated as a City in 1819. It is located on the Ohio River in Southwestern Ohio near the junction of Ohio, Indiana and Kentucky. Voters approved major revisions to the City Charter in 1926 to provide for home rule and the council-manager form of government. The City's form of government was modified in 2001 based on a charter amendment approved by the voters in 1999 to implement a stronger Mayor form of government. The Mayor is chosen through a direct election and the nine members of City Council are chosen in a separate at-large election.

5

The Mayor is elected to a four-year term and term limits enacted in November 1993 limit the Mayor to two consecutive four-year terms. In November 2012 voters approved a change in the City Council terms to two consecutive four-year terms beginning with the 2013 election. However, in November 2018 voters changed the terms back to the four consecutive two-year terms. The Mayor appoints the City Manager subject to prior approval of the City Council.

The City is the only governmental unit in the reporting entity; it has no component units. In determining what constitutes the City reporting entity, the criteria established by the Governmental Accounting Standards Board were used. The City is not financially accountable for any potential component units. Hamilton County and the Cincinnati City School District are separate governmental jurisdictions that overlap the City's boundaries. These entities are not included in the City's financial reports.

An annual operating budget is adopted each fiscal period for the General Fund and several Special Revenue Funds which operate on an annual budget. Budgetary data is presented for these funds as well as the Capital Projects Fund, Debt Service Fund, Tax Increment Financing Funds and other Special Revenue Funds which are mostly grants. For each budgeted expenditure classification, the level of appropriation control, which may not be exceeded, is: personal service, non-personal service, capital outlay, and debt service. Any revisions that alter the appropriation control classification of any division within a City department must be approved by the City Council. Encumbrances do not lapse and are included as expenditures in the current period budget (Non-GAAP Budgetary Basis).

The City provides the full range of municipal services including police and fire protection, parks, recreation, public services (highways, streets, and waste collection), health and human services, culture, public improvements, planning and zoning, general administrative, water and sewer services.

#### **Information Useful in Assessing the Government's Economic Condition**

#### Local Economy

The City's diverse economic base has been and continues to be a source of financial stability for the City. Among its prominent manufacturing groups are transportation equipment, which includes aircraft engines and auto parts; food and kindred products; metal working and general industrial machinery; chemicals; fabricated metal products; printing and publishing. Several Fortune 500 corporations are headquartered in the City's region, and over 400 Fortune 500 firms have operations in the Metropolitan Area.

According to a report released by the Federal Reserve Bank of Cleveland in August 2019, the unemployment rate has decreased to 3.6% as of April 2019, compared to 4.0% in January 2019. The report states that the "Cincinnati metro area's unemployment rate is currently on par with the unemployment rate recorded for the United States as a whole and is well below the statewide average of 4.2 percent." The research shows that two sectors experienced higher employment growth locally: leisure and hospitality and manufacturing. By contrast, employment growth in construction was very weak, growing only 0.1 percent.

Local home prices increased by 6.9% from the previous year. The Fed Report notes that the growth rate has slowed compared to the previous year, but there "is little evidence to suggest that the trend of solid growth seen since the end of the recession is reversing."

Per the U.S. 2010 Census, the City of Cincinnati's population was 296,943. The 2017 population estimates made by the Census Bureau has the Cincinnati population increasing to 301,301.

6

#### Long Term Financial Planning

In June 2015, and again in June 2019, City Council updated the stabilization policy which was originally established in 1984 to assure a strong financial position and to protect Cincinnati's general obligation bond rating during periods of fiscal stress. The updated policy calls for achievement of a minimum reserve level, for emergency needs of a catastrophic nature, of two months, or 16.7% of general operating revenues and contains four components: General Fund Carryover Balance, General Fund Contingency Account, Economic Downturn Reserve, and the Working Capital Reserve. The amended policy also includes a waterfall funding mechanism to add the necessary funds to the City's reserve balance each year in order to achieve the recommended fund balance over time. This waterfall funding mechanism prioritizes the use of the annual year-end surplus in the following order:

- 1. Replenish any reserve draw(s) from prior year.
- 2. Fund the General Fund Carryover Balance at 1.5% of revenue.
- 3. Fund General Fund Contingency Account at 2% of revenue.
- 4. With remaining surplus fund 50% to Economic Downturn Reserve, 25% to Working Capital Reserve and 25% to one-time expenditures.

At June 30, 2019 reserves were 12.8% of fiscal year 2019 revenue.

Actual Non-GAAP General Fund expenditures/encumbrances for fiscal year 2019 were \$405.4 million which were lower than the budgeted amount of \$409.1 million by approximately \$3.7 million. Actual Non-GAAP revenue for fiscal year 2019 of \$413.7 million was higher than budgeted fiscal year 2019 revenues of \$404.0 million. The actual revenue was higher than the original fiscal year 2019 revenue estimate by \$9.7 million.

Moody's rates the City's general obligation bonds "Aa2", the third highest rating. The City's bond rating by Standard and Poor is "AA", the second highest rating. The rating reflects the City's strong management with strong financial policies and practices, and the City's very strong budgetary flexibility and liquidity.

#### Relevant Financial Policies

Cash temporarily idle during the year was invested in Certificates of Deposit, obligations of the U.S. Treasury, obligations of a federal government agency or instrumentality, the State Treasury Asset Reserve (STAR) of Ohio (the State Treasurer's investment pool), STAR Plus (the State Treasurer's deposit option), Ohio Municipal securities, and City of Cincinnati notes/bonds. The City has an investment committee that meets regularly to review investment policies and procedures. Beginning in March 2003, separate portfolios were created for general and bond investments in order to track specific interest earned on bond proceeds.

The City's Investment Policy, which was approved by the Mayor and City Council, is to minimize credit and market risks while maintaining a competitive yield on its portfolio. Accordingly, deposits are either insured by federal depository insurance or collateralized. The investments held by the City at June 30, 2019 were either backed by the full faith and credit of the U.S. Government or were investments with a credit rating of A and above.

The City utilizes the services of a professional investment management firm, Nuveen Asset Management, to manage a portion of the City's investment portfolio. The portfolio managed by this firm must follow the same laws and investment policies that guide the City's internally managed portfolio. As of June 30, 2019 the par value of City assets managed by this firm was \$266.3 million.

7

The par value of the assets managed internally by the City's Treasury Division was \$1.02 billion. The assets managed internally include the assets invested from the sale of bond proceeds as well as the assets needed to satisfy the cash requirements of the City. As of June 30, 2019, the investment allocation of the aggregate portfolio was as follows:

U. S. Treasury Notes	13.37%
U.S. Agency Securities	49.72%
STAR Ohio	13.17%
STAR Plus	0.01%
Certificates of Deposit	0.10%
Ohio Municipal Debt	14.80%
City of Cincinnati Notes	0.02%
Overnight Funds/Cash	0.98%
Commercial Paper	7.83%

The City maintains a comprehensive all-risk property insurance program through a commercial carrier, covering approximately \$1.66 billion in property values. The program contains a \$100 thousand deductible for most occurrences, provides coverage in the amount of \$500 million per occurrence, and has a maximum limit of \$50 million for earthquake damage and \$50 million for flood damage.

The City of Cincinnati Retirement System's net plan assets were \$2.20 billion as of June 30, 2019 compared to \$2.26 billion as of June 30, 2018. The net investment return for the fiscal year ending June 30, 2019 was 4.15%. The Cincinnati Retirement System's actuary reported the December 31, 2018 pension funded ratio of 72.6% and the health care funded ratio of 97.3%. This compares to the December 31, 2017 pension funded ratio of 75.5% and the health care funded ratio of 100.2%.

In 2011, City Council approved changes to pension benefits for active employees. Multiple suits against the City in response to the pension changes were file by active employees, the unions and the retirees as a result. The City and the adverse parties in the pension litigation agreed to a collaborative mediation in Federal District Court to attempt to reach an agreed resolution of the City's pension issues. A settlement agreement with a term of 30 years was approved by the United States District Court for the Southern District of Ohio, Western Division on October 5, 2015 and generally effective January 1, 2016. This settlement includes an employer contribution rate of 16.25%, a change in the COLA from a 3% compound to a fixed 3% simple COLA, a three-year suspension of COLA payments for current retirees and future retirees upon their retirement date, and approval to terminate the 401(h) retiree health care account and replace it with a standalone 115 Trust, thereby facilitating the City's capture of \$238 million in excess retiree health care funds to be contributed to the Pension Trust.

#### Major Initiatives

In 2019, the City continued to improve customer service and increase efficiency throughout municipal government. The Department of Community & Economic Development (DCED) worked to promote revitalization of neighborhoods and downtown in successful efforts to attract new residents and businesses. Major initiatives and positive momentum were made in the following areas and are especially noteworthy.

<u>130-132 E. 6th Street.</u> Never Holdings will renovate the Brunswick Building, an existing office building with ground floor retail into a LEED certified building, with 13,211 square feet of renovated office space and all new commercial space on the ground floor. The total project cost is estimated at \$4.5 million.

8

<u>106 W 7th.</u> The City approved a Leadership in Energy & Environmental Design (LEED) Silver CRA tax abatement to Keystone Management Group for the renovation of the property at 106 W. 7th Street in the Central Business District. The vacant building will be converted into an extended stay hotel. The project includes the renovation of 49,501 square feet and the construction of an additional 17,000 square feet. In total, the project includes 84 hotel rooms carrying a Marriot Townplace Suites flag. The \$12.4 million project will result in 15 new jobs. Construction began in summer 2019.

Avondale Town Center Redevelopment. A mixed-use, mixed income project that includes the construction of two new buildings that will include 119 rental units (both market rate and affordable) as well as approximately 75,000 square feet of commercial space. The project will preserve and enhance much needed affordable and market rate rental housing and stimulate economic growth in the Avondale neighborhood. This is the third and final phase of the Avondale Choice Neighborhood Implementation Grant of \$29 million that TCB received from HUD in 2012. The City's incentive package of \$5.6 million will leverage approximately \$38 million in other funds and create 95 temporary construction jobs as well as 40 permanent jobs. Construction began in November 2017 and is expected to be complete by the end of 2019.

<u>824 Broadway.</u> Rookwood Properties received a 12-year tax exemption for 100% of the value of improvements made to real property located at 824 Broadway in the Central Business District. The work will consist of a renovation of the property into 69 units and 63 net new parking spaces. The total project cost is \$12 million.

<u>Burke Expansion.</u> Burke, Inc. is a marketing research firm that was founded in the City of Cincinnati in 1931 and has been operating in the City ever since. The company constructed a new office space as an expansion in Cincinnati at 500 W. 7th street to accommodate the move of their subsidiary, Seed Strategy, from a location outside of the City to their campus at 500 W 7th Street. The new building is an approximately 25,000 square feet, two-floor Class A office building on Burke's campus to accommodate these employees. The estimated total project cost will be approximately \$5.5 million.

<u>Cincinnati Children's Hospital.</u> Cincinnati Children's will construct a new 650,000 square foot clinical building with room for 110-150 new patient beds at an estimated total investment of \$550 million. The expansion is expected to be completed in 2021 and create 600 new jobs.

<u>Clyffside Brewery.</u> The brewing renaissance in Cincinnati will soon see another addition in Over-the-Rhine. Clyffside Brewery is renovating a historic building located at 244-246 McMicken Avenue into 47,000 square feet of commercial space. When completed the building will house a brewery on the ground-level and several event spaces above. The estimated total project cost for the renovation is \$13 million.

<u>Court and Walnut</u>. The Court and Walnut Development is an 18-story mixed-use development with a total project cost of approximately \$90 million. The Development includes a 45,000 square foot, two-story Kroger grocery store. Above the store is a 555-space parking garage. Above the garage is a 139 residential apartment building. The project was completed in August of 2019.

<u>FC Cincinnati Stadium.</u> Fussball Club Cincinnati, LLC will construct a 21,000 seat Major League Soccer Stadium in the West End neighborhood of Cincinnati to house FC Cincinnati. Included in the scope of the project are public improvements including demolition, site preparation, and infrastructure. to facilitate the construction of the stadium. The total estimated cost of the private improvements is projected to be \$217.6 million and the total estimated cost of the public improvements is projected to be \$34.8 million.

<u>Firehouse Row.</u> Milhaus Development is constructing 124 new market and workforce rate rental units and 4,000 square feet of retail storefront space in the Walnut Hills Business district, at a total investment of approximately \$18.2 million. The project utilizes a 1.75 acre site assembled by the City and the Walnut Hills Redevelopment Foundation. Construction will be complete by spring of 2020 and lease-up has begun.

9

<u>Freeport Row.</u> Source 3 Development is redeveloping the Northwest corner of Liberty and Elm Streets into a \$23 million mixed use development that will include 113 apartments and 12,000 square feet of retail space. Construction began in the summer of 2019 and is expected to be completed by the end of 2020.

<u>I-71/MLK Interchange</u>. ODOT and the City invested in an \$80 million full-movement interchange at I-71 and Martin Luther King Drive. The new interchange is now open and is expected to reduce travel time, simplify wayfinding, and promote economic vitality in the Uptown Cincinnati. Planned major developments in this area include Uptown Gateway, the UC 1819 Innovation Hub, NIOSH, and the MLK Investors I development.

<u>NIOSH</u>. The National Institute for Occupational Safety and Health (NIOSH) has selected Cincinnati to build a \$110 million research laboratory. The new facility will be located at the cornerof Martin Luther King Jr. Drive and Reading Road near the University of Cincinnati and will employ 550 people initially, with space for an additional 250 employees in the future. The design and construction of the new campus began in 2018 and is expected to be completed in early 2021.

<u>Paramount Square.</u> Paramount Square is the redevelopment of 8 historic structures by the Model Group, at an overall investment of \$21.8 million. The project will result in 54 market and workforce rate rental units and 50,000 square feet of commercial space. Anchor tenants Esoteric Brewing, a local craft brewery, and Taste of Belgium, a local restaurant and bakery chain have signed leases to operate in two of the commercial storefronts. Esoteric Brewing will have production space and a taproom in the historic Paramount Theater building. Taste of Belgium will have office and logistics space, a commercial production kitchen, a research and development test kitchen, and a neighborhood café space. Construction is expected to be complete by the end of 2019.

<u>Trinitas Student Housing.</u> Trinitas, an Indiana-based student housing developer completed a 350-unit multifamily development on a portion of the former Deaconess Hospital property located a 424 Straight St. in the Clifton Height, University Heights, and Fairview (CUF) neighborhood at a total cost of \$108 million. Trinitas and the City are involved in active negotiations for future phases of development on the remainder of the site.

<u>632 Vine St.</u> Pearl Capital Management, a developer based in Indianapolis will renovate the Provident Building, an existing office building into 160 market-rate residential apartments and all new commercial space on the ground floor. The total project cost is estimated at \$37.6 million.

#### **Awards and Acknowledgements**

#### Certificate of Achievement and Budget Award

During fiscal year 2019, the Government Finance Officers Association of the United States and Canada (GFOA) awarded the Certificate of Achievement for Excellence in Financial Reporting to the City of Cincinnati for its comprehensive annual financial report for the fiscal year ended June 30, 2018. In order to be awarded a Certificate of Achievement, a governmental unit must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only.

The City has received this award for thirty-nine consecutive fiscal periods. In 1979, for our 1978 annual financial report, we were the first governmental unit in Ohio to receive the Certificate. As of December 31, 2017, 127 municipal reporting entities in Ohio and only 2,074 units nationwide are holders of the Certificate. We believe our current comprehensive annual report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its' eligibility for another certificate.

We are equally proud of the GFOA's Award for Distinguished Budget Presentation earned by the City for its 2018/2019 biennial budget. This was the 32<sup>nd</sup> consecutive year that the City has received this award. For the fiscal years beginning in 2017, only 29 entities in Ohio received the award.

The preparation of this Comprehensive Annual Financial Report was accomplished by the efficient and dedicated services provided by the entire staff of the Department of Finance. Each member of the Department has our sincere appreciation for the contribution made in the preparation of this report. Appreciation is also expressed to those in other City departments for their cooperation and assistance in matters pertaining to the financial affairs of the City. We hereby acknowledge and thank all who contributed their time and effort.

Respectfully,

Karén Alder

Director of Finance

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Government Finance Officers Association

# Certificate of Achievement for Excellence in Financial Reporting

Presented to

## City of Cincinnati Ohio

For its Comprehensive Annual Financial Report for the Fiscal Year Ended

June 30, 2018

Christopher P. Morrill

Executive Director/CEO

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#### CITY OF CINCINNATI, OHIO

Principal City Officials

#### **CITY COUNCIL**

#### MAYOR

John Cranley, Second Term

#### **VICE MAYOR**

Christopher Smitherman, Second Term

#### PRESIDENT PRO TEM

Tamaya Dennard, First Term

#### **COUNCILMEMBERS**

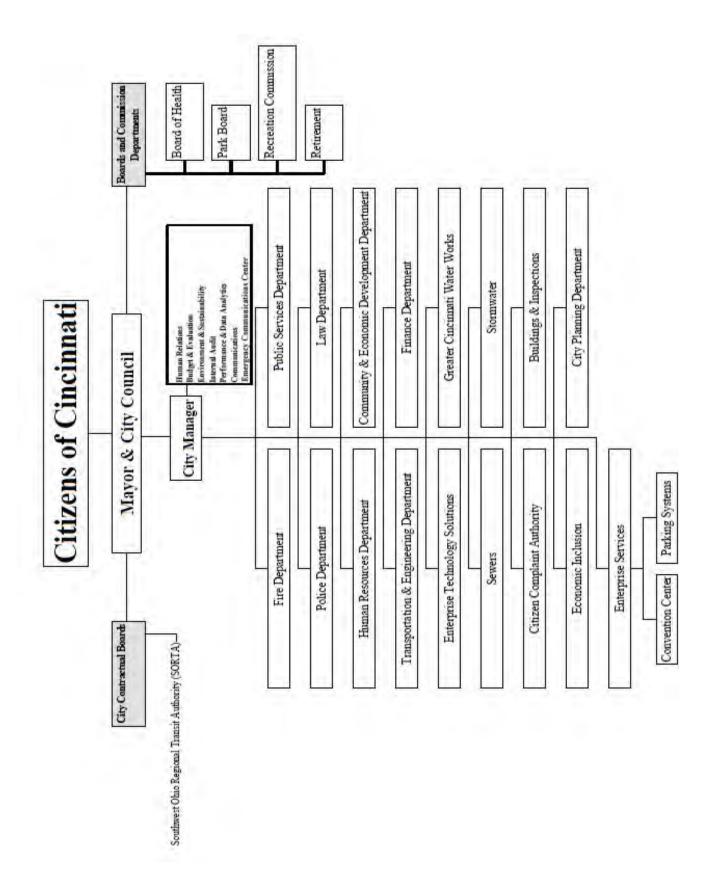
Amy Murray, Second Term David Mann, Second Term Wendell Young, Second Term Greg Landsman, First Term Chris Seelbach, Second Term P. G. Sittenfeld, Second Term Jeff Pastor, First Term

**CITY MANAGER** 

Patrick Duhaney

15

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# FINANCIAL SECTION





Corporate Centre of Blue Ash 11117 Kenwood Road Blue Ash, Ohio 45242-1817 (513) 361-8550 or (800) 368-7419 SouthwestRegion@ohioauditor.gov

#### INDEPENDENT AUDITOR'S REPORT

City of Cincinnati Hamilton County 801 Plum Street Cincinnati, Ohio 45202

To the Honorable Mayor and Members of the City Council:

#### Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Cincinnati, Hamilton County, Ohio (the City), as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

#### Management's Responsibility for the Financial Statements

Management is responsible for preparing and fairly presenting these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes designing, implementing, and maintaining internal control relevant to preparing and fairly presenting financial statements that are free from material misstatement, whether due to fraud or error.

#### Auditor's Responsibility

Our responsibility is to opine on these financial statements based on our audit. We audited in accordance with auditing standards generally accepted in the United States of America and the financial audit standards in the Comptroller General of the United State *Government Auditing Standards*. Those standards require us to plan and perform the audit to reasonably assure the financial statements are free from material misstatement.

An audit requires obtaining evidence about financial statement amounts and disclosures. The procedures selected depend on our judgment, including assessing the risks of material financial statement misstatement, whether due to fraud or error. In assessing those risks, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not to the extent needed to opine on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of management's accounting policies and the reasonableness of their significant accounting estimates, as well as our evaluation of the overall financial statement presentation.

We believe the audit evidence we obtained is sufficient and appropriate to support our audit opinions.

Efficient • Effective • Transparent

City of Cincinnati Hamilton County Independent Auditor's Report Page 2

#### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Cincinnati, Hamilton County, Ohio, as of June 30, 2019, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with the accounting principles generally accepted in the United States of America.

#### Other Matters

#### Required Supplementary Information

Accounting principles generally accepted in the United States of America require this presentation to include *management's discussion and analysis*, *required budgetary comparison schedules* and schedules of net pension and other post-employment benefit liabilities and pension and other post-employment benefit contributions listed in the table of contents, to supplement the basic financial statements. Although this information is not part of the basic financial statements, the Governmental Accounting Standards Board considers it essential for placing the basic financial statements in an appropriate operational, economic, or historical context. We applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, consisting of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, to the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not opine or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to opine or provide any other assurance.

#### Supplementary and Other Information

Our audit was conducted to opine on the City's basic financial statements taken as a whole.

The introductory section, the financial section's combining statements, individual fund statements and schedules and the statistical section information present additional analysis and are not a required part of the basic financial statements.

The statements and schedules are management's responsibility, and derives from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. We subjected this information to the auditing procedures we applied to the basic financial statements. We also applied certain additional procedures, including comparing and reconciling this information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves in accordance with auditing standards generally accepted in the United States of America. In our opinion, this information is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

We did not subject the introductory section and statistical section information to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we express no opinion or any other assurance on them.

City of Cincinnati Hamilton County Independent Auditor's Report Page 3

#### Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we will also issue our report dated December 30, 2019, on our consideration of the City's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. That report describes the scope of our internal control testing over financial reporting and compliance, and the results of that testing, and does not opine on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Keith Faber Auditor of State

Columbus, Ohio

December 30, 2019

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# City of Cincinnati Management's Discussion and Analysis

As management of the City of Cincinnati (the City), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended June 30, 2019. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on pages 5 - 11 of this report. The government-wide financial statements are presented on a GAAP basis; that is, they reflect accrual basis of accounting. The GAAP fund financial statements will differ from those presented on a budgetary basis.

#### **Financial Highlights**

- The assets and deferred outflows of the City, including all Governmental and Business-type activities, exceeded its liabilities and deferred inflows at the close of the most recent fiscal year by \$1.3 billion (net position). Of this amount, negative \$1.3 billion is considered unrestricted. The unrestricted net position of the City's governmental activities has a balance of negative \$1.2 billion. The unrestricted net position of the City's business type activities is a negative \$56.8 million. The unrestricted portion of net position does not include assets with externally imposed restrictions or restrictions imposed by law.
- The City's total net position was \$1.3 billion in 2019. Net position of the governmental activities increased by \$313.4 million, which represents a 1546.1% change from the 2018 balance. Net position of business-type activities increased \$21.3 million or 2.2% increase from 2018. Governmental activities' net investment in capital assets decreased \$41.0 million. Governmental activities' restricted net position increased \$40.5 million. Business-type activities' net investment in capital assets increased \$34.2 million. Business-type activities' restricted net position decreased by \$24.2 million.
- As of the close of the current fiscal year, the City's governmental funds reported combined ending fund balance of \$512.2 million, in comparison to \$486.9 million at June 30, 2018. On a combined basis, approximately \$6.7 million is considered nonspendable, \$403.2 million is restricted for specific purposes, \$26.7 million has been committed by City Council and \$8.9 million has been assigned to specific purposes by management.
- At the end of the current fiscal year, the unassigned fund balance of the general fund was \$66.7 million, 16.5% of total 2019 general fund expenditures. The total fund balance was \$85.0 million, 21.0% of total 2019 general fund expenditures. \$3.4 million is considered nonspendable, \$6.0 million committed, and \$8.9 million assigned. There was a \$10.5 million increase in general fund balance for the fiscal year ended June 30, 2019.
- The City's total general obligation and revenue debt for governmental activities decreased by \$11.7 million or 1.7% during the current fiscal year.
- The unrestricted net position of the City's governmental activities has a balance of negative \$1.2 billion due primarily to noncurrent liabilities related to net pension and other postemployment benefit (OPEB) liabilities and net position being restricted for debt service and capital projects.

#### **Overview of the Financial Statements**

The discussion and analysis are intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide Financial Statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business. The government-wide financial statements can be found on pages 39 to 41 of this report.

The statement of net position presents information on all of the City's assets and deferred outflows and liabilities and deferred inflows with the difference reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of the related cash flows*. Thus, revenue and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes, and earned but unused vacation leave).

Both of the government-wide financial statements (statement of net position and statement of activities) distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, community development, parks and recreation, public safety, transportation and engineering, transit system, public services, and public health. The business-type activities of the City include the Water Works, Parking Facilities, Convention Center, General Aviation, Municipal Golf, and Stormwater Management Funds.

**Fund Financial Statements.** A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements. The basic governmental fund financial statements can be found on pages 42 to 46 of this report.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the City's near term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains 27 individual governmental funds. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures, and changes in fund balances for the general fund, the capital projects fund, the debt service fund and the tax increment financing fund, all of which are considered to be major funds. Data from the other 23 funds are combined into a single aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of *combining statements* found elsewhere in this report.

The City adopts an annual appropriated budget for its General Fund. A budgetary comparison schedule has been provided for the General Fund to demonstrate compliance with this budget.

**Proprietary Funds.** The City maintains two different types of proprietary funds - enterprise and internal service. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses enterprise funds to account for its water works, parking facilities, convention center, municipal airport, municipal golf courses and stormwater management system. *Internal service funds* are an accounting device to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds for its printing services and general stores operation, fleet services, property management function, self-insurance risk management fund, self-insurance workers' compensation fund and enterprise technology services. Because all of these services predominantly benefit governmental rather than business-type functions, they have been included within *governmental activities* in the government-wide financial statements. The basic proprietary fund financial statements can be found on pages 47 to 51 of this report.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Water Works Fund which is considered to be a major fund of the City. The other enterprise funds are combined into a single, aggregated presentation in the proprietary fund financial statements. All internal service funds are also combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for the other enterprise funds and internal service funds are provided in the form of *combining statements* found elsewhere in this report.

**Fiduciary Funds**. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. The City uses fiduciary funds to account for pension trust, investment trust and agency funds. Fiduciary funds are *not* reflected in the government-wide financial statements because the resources of those funds are *not* available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds. The basic fiduciary fund financial statements can be found on pages 52 and 53 of this report.

**Notes to Financial Statements.** The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to financial statements can be found on pages 55 to 153 of this report.

**Other Information.** In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* concerning the City's pension and OPEB information from an employer's perspective, as well as the Cincinnati Retirement System's pension and OPEB information from the Plan's perspective, and the budgetary comparison of the City's General Fund. Required supplementary information can be found on pages 155 to 180 of this report.

The combining statements referred to earlier in connection with nonmajor governmental funds, nonmajor enterprise funds and internal service funds are presented immediately following the required supplementary information. Supplementary information can be found on pages 181 to 253 of this report.

# City of Cincinnati's Net Position (AMOUNTS IN THOUSANDS)

	Gove	-		Activities		ısiness-typ	e A	ctivities	Total			
	June 30 2019		June 30 2018		June 30 2019		June 30 2018		June 30 2019	June 30 2018		
Current and other assets	\$ 8	59,461	\$	815,579	\$	411,332	\$	409,562	\$ 1,270,793	\$	1,225,141	
Capital assets	1,4	90,497		1,501,411		1,357,999		1,338,957	2,848,496		2,840,368	
Total Assets	2,3	49,958		2,316,990		1,769,331		1,748,519	4,119,289		4,065,509	
Deferred Outflows	27	9,061		140,336		32,444		18,287	311,505		158,623	
Long-term liabilities outstanding	1,9	13,034		2,048,048		632,843		698,389	2,545,877		2,746,437	
Other liabilities	1	93,972		177,668		134,749		50,921	328,721		228,589	
Total liabilities	2,1	07,006		2,225,716		767,592		749,310	2,874,598		2,975,026	
Deferred Inflows	22	8,863		251,882		30,876		35,465	259,739		287,347	
Net Position:												
Net Investment in Capital Assets	8	97,570		938,541		862,847		828,628	1,760,417		1,767,169	
Restricted	6	41,611		601,160		197,236		221,472	838,847		822,632	
Unrestricted	(1,24	6,031)		(1,559,973)		(56,776)		(68,069)	(1,302,807)		(1,628,042)	
Total net position	\$ 2	93,150	\$	(20,272)	\$	1,003,307	\$	982,031	\$ 1,296,457	\$	961,759	

#### **Government-wide Financial Analysis**

The net pension liability (NPL) is one of the largest liabilities reported by the City at June 30, 2019, and is reported pursuant to GASB Statement No. 68, Accounting and Financial Reporting for Pension—an Amendment of GASB Statement No. 27. Another significant liability for the City is the net other postemployment benefits (OPEB) liability reported pursuant to GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pension, which significantly revises accounting for costs and liabilities related to OPEB.

Governmental Accounting Standards Board (GASB) standards are national and apply to all government financial reports prepared in accordance with generally accepted accounting principles. Prior accounting for pensions (GASB Statement No. 27) and postemployment benefits (GASB Statement No. 45) focused on a funding approach. This approach limited pension and OPEB costs to contributions annually required by law or actuarially determined, which may or may not be sufficient to fully fund each plan's *net pension liability* or *net OPEB liability*. GASB Statements No. 68 and No. 75 take an earnings approach to pension and OPEB accounting and require the net pension liability and the net OPEB liability to equal the City's share of each plan's:

- 1. Present value of estimated future pension/OPEB benefits attributable to active and inactive employees' past service
- 2. Minus plan assets available to pay these benefits.

GASB notes that pension and OPEB obligations, whether funded or unfunded, are part of the "employment exchange" – that is, the employee is trading his or her labor in exchange for wages, benefits and the promise of future pension and other postemployment benefits. GASB noted that the unfunded portion of this promise is a present obligation of the government, part of a bargained-for benefit to the employee and should accordingly be reported by the government as a liability since they received the benefit of the exchange.

26

Employees of the City participate in one of three plans that offer both pension and OPEB benefits; the Cincinnati Retirement System, a single employer defined benefit plan, the Ohio Public Employees Retirement System, a state-wide cost-sharing, multiple-employer defined benefit plan, or the Ohio Police and Fire Pension Fund, also a state-wide cost-sharing, multiple-employer defined benefit plan.

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows exceeded liabilities and deferred inflows by \$1.3 billion at the close of the most recent fiscal period.

The largest portion of the City's net position \$1.8 billion (135.8%) reflects its investment in capital assets (e.g. land, construction in progress, buildings, machinery, equipment, and infrastructure); less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to its citizens; consequently, these assets are *not* available for spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, because the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the City's net position \$838.8 million (64.7%) represents resources that are subject to external restrictions on how they may be used. The remaining balance, a negative \$1.3 billion, represents unrestricted net position. The pension and OPEB plans experienced better than projected investment performance during their measurement periods contributing to the increase in deferred outflows, the decrease in long-term liabilities outstanding and decrease in the unrestricted net position deficit during the fiscal year.

## CITY OF CINCINNATI

### **Changes in Net Position**

(AMOUNTS IN THOUSANDS)

		Governi	me n	tal	Business-type				Total			
	Ju	ne 30	Ju	ne 30	Jı	une 30	June 30	Ju	ine 30	Jı	une 30	
Revenues:	2	019	2	2018		2019	2018	2	2019		2018	
Program Revenues:												
Charges for Services	\$	145,450	\$	149,666	\$	205,778	\$202,526	\$	351,228	\$	352,192	
Operating Grants and												
Contributions		44,026		36,632					44,026		36,632	
Capital Grants and												
Contributions		14,645		14,287		5,350	6,610		19,995		20,897	
General Revenues:												
Property Taxes		61,436		62,659					61,436		62,659	
Income Taxes		392,004		374,664					392,004		374,664	
Admission Taxes		6,002		5,796					6,002		5,796	
Shared Revenues		41,858		41,791					41,858		41,791	
Occupancy Taxes		4,106		3,690		2,511	2,314		6,617		6,004	
Unrestricted Investment		17,779		2,407		9,303	3,760		27,082		6,167	
Miscellaneous		57,837		51,587		1,192	1,664		59,029		53,251	
Total Revenues		785,143		743,179		224,134	216,874	1	,009,277		960,053	
Expenses:												
General Government		130,144		74,731					130,144		74,731	
Community Development		46,894		35,477					46,894		35,477	
Parks and Recreation		54,139		30,332					54,139		30,332	
Public Safety		8,318		326,114					8,318		326,114	
Transportation and Engineering		55,399		41,284					55,399		41,284	
Transit System		55,773		58,088					55,773		58,088	
Public Services		52,192		26,722					52,192		26,722	
Public Health		50,716		14,902					50,716		14,902	
Interest on long-term debt		21,043		19,834					21,043		19,834	
Water Works						135,569	75,980		135,569		75,980	
Parking Facilities						14,078	8,795		14,078		8,795	
Convention Center						13,515	13,726		13,515		13,726	
General Aviation						2,392	1,549		2,392		1,549	
Municipal Golf						5,983	6,233		5,983		6,233	
Stormwater Management						28,424	15,920		28,424		15,920	
Total Expenses		474,618		627,484		199,961	122,203		674,579		749,687	
Change in net position before												
transfers		310,525		115,695		24,173	94,671		334,698		210,366	
Transfers		2,897		2,934		(2,897)	(2,934)					
Change in net position		313,422		118,629		21,276	91,737		334,698		210,366	
Net position – Beginning		(20,272)	(1	138,901)	_	982,031	890,294		961,759		751,393	
Net position – Ending	\$	293,150		(20,272)	\$1	1,003,307	\$982,031	\$ 1	,296,457	\$	961,759	

28

**Governmental Activities.** Governmental activities increased net position in the fiscal year 2019 by \$313.4 million. Key elements of the change in net position include:

#### Revenues

The City realized an increase of governmental activities' revenues of \$42.0 million for 2019. Highlights include:

• Charges for services decreased by \$4.2 million. This includes the following changes by program:

	nge in lions
Governmental Program	
General Government	\$ 12.6
Community Development	(2.7)
Parks and Recreation	(2.9)
Public Safety	(3.1)
Transportation and Engineering	0.5
Public Services	(3.1)
Public Health	(5.5)

See the Financial Trends information in the Statistical section beginning on page 281.

- Operating grants and contributions increased by \$7.4 million. Community development increased by \$4.0 million due to increased funding from the Federally-funded Community Development Block Grants and HOME programs. Parks and recreation increased by \$2.9 million donations for the Sinclair Media project and park endowments.
- Capital grants and contributions were fairly consistent, increasing by just \$0.4 million.
- Income tax increased by \$17.3 million due to strength in the local economy.
- Property tax decreased by \$1.2 million due to an decrease in real property values.
- Investment earnings increased significantly by \$15.4 million due to a fair market value change from the prior year to the current year end.
- Miscellaneous revenues increased \$6.3 million, due to receiving project contributions for debt service payments.

More information on governmental revenue trends is available in the Statistical Section, Financial Trends Information beginning on Page 282.

#### **Expenses**

Expenses for governmental activities for the fiscal year ended June 30, 2019 were \$474.6 million. The City shows a decrease of \$152.9 million in governmental expenses for fiscal year 2019 when compared to 2018. The City's proportionate share of the Ohio Police and Fire Pension System net OPEB liability resulted in a *negative* OPEB expense of \$320.5 million in 2019, compared to \$31.5 million in 2018, resulting in the significant decrease in public safety expenses (see Note 21 for more information on net OPEB liabilities).

The decreases associated with the net OPEB liability were partially offset by increases in pension expense associated with the increase in net pension liabilities. Governmental activities recognized \$1.5 million in *negative* pension expenses in 2019 associated with the Cincinnati Retirement System (CRS), compared to *negative* pension expenses of \$170.1 million in 2018 (see Note 20 for more information on net pension liabilities.)

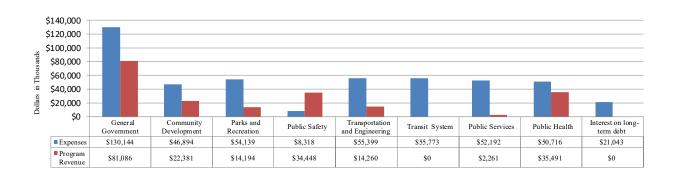
29

The net costs of operations covered by charges for service, grants and contributions are as follows:

### City of Cincinnati, Ohio Statement of Activities For the fiscal year ended June 30, 2019 (Amounts in Thousands)

		Total Net Revenue Program (Expense)		Percent
	Expenses	Revenue	Per Activity	Covered
Governmental Activities:				
Public Safety	\$ 8,318	\$ 34,448	\$ 26,130	414.14%
General Government	130,144	81,086	(49,058)	62.30%
Public Services	52,192	2,261	(49,931)	4.33%
Public Health	50,716	35,491	(15,225)	69.98%
Parks and Recreation	54,139	14,194	(39,945)	26.22%
Community Development	46,894	22,381	(24,513)	47.73%
Transit System	55,773		(55,773)	0.00%
Transportation and Engineering	55,399	14,260	(41,139)	25.74%
Interest on Long Term Debt	21,043		(21,043)	0.00%
Total governmental activities	\$474,618	\$204,121	\$(270,497)	

#### Governmental Activities Expenses and Program Revenue For the Year Ending June 30, 2019



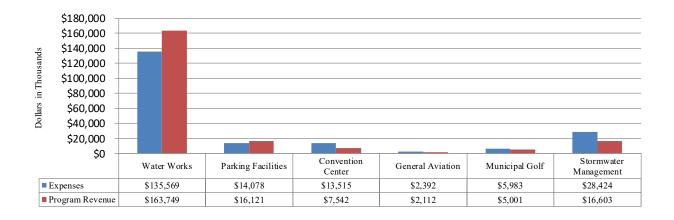
**Business-type Activities.** Business-type activities increased the City's net position in fiscal year 2019 by \$21.3 million. Key elements of the change were:

- Water Works revenue decreased by \$2.4 million mainly caused by a decrease in water usage (43.2 million gallons in 2019 compared to 44.1 million gallons in 2018).
- Water Works expenses increased by approximately \$59.6 million. Variations in pension and OPEB expenses accounted for \$47.3 million (\$3.1 million in pension and OPEB expense in 2019 compared to \$44.2 in *negative* pension and OPEB expenses in 2018).
- Unrestricted investment earnings increased by \$5.5 million due to an increase in interest earnings.

The net costs of the business type operations are as follows:

					Net	Revenue	Percent
(Amounts in Thousands)			F	Program	(E	Expense)	Covered
		Expense	F	Revenue	Pe	r Activity	Activity
Business type activities:							
Water Works	\$	135,569	\$	163,749	\$	28,180	120.79%
Parking Facilities		14,078		16,121		2,043	114.51%
Convention Center		13,515		7,542		(5,973)	55.80%
General Aviation		2,392		2,112		(280)	88.29%
Municipal Golf		5,983		5,001		(982)	83.59%
Stormwater Management		28,424		16,603		(11,821)	58.41%
Total Business-type activities	\$	199,961	\$	211,128	\$	11,167	

# Business-Type Activities Expenses and Program Revenue For the Year Ending June 30, 2019



#### Financial Analysis of the Government's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance related legal requirements.

Governmental Funds. The focus of the City's governmental funds (Note 1) is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. Nonspendable fund balances are amounts that cannot be spent, such as inventory, advances or nonexpendable trust balances. Restricted fund balances are amounts that are restricted legally for a specific purpose, such as a grant or by debt decree. Committed fund balances are amounts committed by the governing body through council legislation, such as budgetary commitments. Assigned fund balances are internal commitments by the governments' management for a specific purpose.

As of the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$512.2 million, an increase of \$25.3 million in comparison with the prior year. Approximately 78.7% or \$403.2 million of this total amount constitutes *restricted fund balance*, which is available for spending for a specific purpose. The *committed fund balance*, \$26.7 million or 5.2%, has been committed by council legislation at the end of the year.

The general fund is the primary operating fund of the City. During 2009, the decision was made to include the working capital reserve fund with the general fund as a stabilization fund and is included in the unassigned fund balance. At year end, the balance in the working capital reserve fund was \$28.9 million. The total unassigned fund balance of the general fund (including the working capital reserve) was \$66.7 million, which is 16.5% of 2019 general fund revenues.

The fund balance of the City's general fund increased by \$10.5 million during the current fiscal year compared to the fund balance as of June 30, 2018. The revenues and expenditures are provided below as an analysis of the effect on fund balance for the fiscal year ended June 30, 2019:

	General Fund					
(Amounts in Thousands)	(	6/30/19	6/30/18			
REVENUES						
Taxes	\$	321,241	\$ 310,904			
Licenses and Permits		20,366	17,205			
Use of Money and Property		18,432	8,007			
Intergovernmental Revenue		23,759	22,721			
Charges for Current Services		27,780	25,705			
Miscellaneous		3,808	2,119			
Total Revenues	\$	415,386	\$ 386,661			
<b>EXPENDITURES</b>						
Current:						
General Government	\$	63,902	\$ 58,828			
Community Development		8,057	7,741			
Parks and Recreation		25,698	23,697			
Public Safety		271,618	266,032			
Transportation and Engineering		2,779	2,894			
Public Services		16,089	17,425			
Public Health		17,033	17,361			
Total Expenditures	\$	405,176	\$ 393,978			
		-				

The capital projects fund has a total fund balance of \$196.3 million which is an increase of \$16.1 million from the June 30, 2018. The change in fund balance relates to increase in transfers in from other funds to capital projects.

The total fund balance of the debt service fund was \$118.4 million which is restricted for the payment of debt service. The increase in fund balance was \$11.4 million. Debt service principal payments in fiscal year 2019 were \$44.6 million.

The total fund balance in the tax increment financing fund was \$29.8 million which is a decrease of \$5.7 million from the prior year. This fund receives service payments in lieu of taxes that are restricted to financing public infrastructure improvements.

**Proprietary Funds.** The City's proprietary funds provide the same type of information found in the government—wide financial statements, but in more detail. Unrestricted net position of the enterprise funds is negative \$64.0 million, primarily driven by the net pension and OPEB liabilities. The total change in net position was an increase of \$35.4 million for the Water Works fund and a decrease of \$16.0 million for the other enterprise funds. If the components of recording the net pension and OPEB liabilities were removed from the statement of net position, the enterprise funds' unrestricted net position would be a positive \$63.1 million.

Other factors concerning the finances of these funds have been addressed in the discussion of the City's business-type activities.

#### **General Fund Budgetary Highlights**

Revenue estimates for fiscal year 2019 were fairly consistent throughout the year, a final budget of \$404.0 million, \$9.6 million higher than actual revenue of \$413.7 million, due to better than budgeted income tax revenue. The original appropriations were \$403.0 million, while the final appropriations were \$409.1 million.

Appropriation increases were made for 2019 general fund departments. Detailed information by department can be found on pages 185 to 191 in the General Fund Budgetary statement. Major increases were made in the following departments:

- Department of Community and Economic Development increased by \$2.4 million due to additional leveraged funding appropriated by City Council.
- Department of Fire increased by \$2.5 million due primarily to the need for additional overtime and negotiated contractual wage increases.
- Department of Police increased by \$2.0 due primarily to the need for unanticipated lump sum payments and negotiated contractual wage increases.

#### **Capital Asset and Debt Administration**

Capital Assets. The City's investment in capital assets for its governmental and business-type activities as of June 30, 2019 is \$2.8 billion (net of accumulated depreciation). This investment in capital assets includes land, construction in progress, buildings, systems, improvements, machinery and equipment, park facilities, streets, and bridges.

33

#### City of Cincinnati's Capital Assets

(net of depreciation)

(AMOUNTS IN THOUSANDS)

	Govern	me ntal	Busines	ss-type	Total		
	June 30						
	2019	2018 2019		2018	2019	2018	
Land	\$ 199,755	\$ 200,072	\$ 44,070	\$ 44,070	\$ 243,825	\$ 244,142	
Buildings	121,916	117,585	150,301	155,512	272,217	273,097	
Improvements	210,310	226,234	955,771	928,590	1,166,081	1,154,824	
Machinery and Equipment	44,865	46,227	94,968	95,326	139,833	141,553	
Infrastructure	682,879	705,463			682,879	705,463	
Construction in Progress	209,083	185,005	112,889	115,356	321,972	300,361	
Property Acquired under Capital Lease	21,689	20,825	0	103	21,689	20,928	
Total	\$ 1,490,497	\$ 1,501,411	\$ 1,357,999	\$ 1,338,957	\$ 2,848,496	\$ 2,840,368	

Total capital assets, net of accumulated depreciation, increased \$8.1 million. The governmental activities' capital assets decreased \$10.9 million in fiscal year ended June 30, 2019, net of depreciation. During 2019, the construction in progress increased by \$24.1 million as new projects began. \$42.0 million was removed from construction in progress and added to buildings, machinery and equipment, and infrastructure. Buildings of \$13.3 million were added as Police District 3 improvements were completed in 2019. Also, construction in progress related to the acquisition of machinery and equipment with capital lease financing of \$4.1 million of assets were placed in service during 2019. Also, \$24.0 million of infrastructure was placed in service in 2019 from a variety of street rehabilitation projects.

The business activities capital assets increased by \$19.0 million, due to several water main replacements, system upgrades and Miller Plant filter improvements.

Additional information on the City's capital assets can be found in Note 14 on pages 91 to 93 of this report.

**Long-term Debt.** At the end of the current fiscal year, the City had \$1.2 billion long-term bonds and notes outstanding. Of this amount, \$563.6 million comprises debt backed by the full faith and credit of the government. The remainder of the City's debt represents bonds secured solely by specified revenue sources (i.e., revenue bonds).

#### City of Cincinnati's Outstanding Debt General Obligation and Revenue Bonds (AMOUNTS IN THOUSANDS)

	Govern Activ		Busines Activ	• •	Total				
	June 30 June 30 June 30 June 30 2019 2018 2019 2018		June 30 2018	June 30 2019	_	une 30 2018			
General Obligation	\$533,704	\$550,105	\$ 29,873	\$ 27,270	\$ 563,577	\$	577,375		
Revenue Bonds	126,099	121,415	521,878	544,380	647,977		665,795		
Total	\$659,803	\$671,520	\$551,751	\$571,650	\$ 1,211,554	\$	1,243,170		

During the current fiscal year, the City's total debt decreased by \$31.6 million (2.5%).

The City's general obligation bond rating by Standard and Poor's Corporation and Moody's Investor Services, Inc. is "AA" and "Aa2", respectively.

The City is within all of its legal debt limitations. The Ohio Revised Code provides that the net debt (as defined in the Ohio Revised Code) of a municipal corporation, whether or not approved by the electors, shall not exceed 10.5% of the total value of all property in the municipal corporation as listed and assessed for taxation. In addition, the unvoted net debt of municipal corporations cannot exceed 5.5% of the total taxation value of property. The statutory limitations on debt are measured by the ratio of net debt to tax valuation and expressed in terms of a percentage. The City had a legal debt margin for total debt of \$338.9 million and a legal debt margin for unvoted debt of \$52.2 million. Additional information about the City's long-term debt can be found in Note 9 on pages 79 to 86 of this report.

#### **Economic Factors and Next Year's Budgets and Rates**

- The unemployment rate for the Cincinnati MSA was 3.9% compared to 4.7% a year prior. This rate is lower than the State's average unemployment rate of 4.0% and higher than the national average rate of 3.7%.
- The vacancy rate of the central business class A office space was 7.9% at the end of fiscal year 2019, down from 11.5% at the end of fiscal year 2018.
- The City is experiencing increasing costs for employee health care, retirement and contractually obligated labor costs.

All of these factors were considered in preparing the City's budget update for the fiscal year 2020:

General Fund expenditures for the fiscal year 2019 were \$3.7 million less than the estimate resulting in an increase in unappropriated fund balance at June 30, 2019. The General Fund balance is estimated to be \$27.8 million, on a budgetary basis. At the end of the fiscal year 2019, the reserve balance was \$52.9 million (composed of \$28.9 million working capital reserve, \$5.9 contingency reserve and the estimated \$18.1 million in carryover fund balance), which was 12.79% of 2019 General Fund revenues.

The 2020 fiscal year General Fund budget estimated current revenues of \$415.0 million plus \$121 thousand transfers in and estimated expenditures of \$397.1 million with a \$16.7 million transfer out to the newly created Cincinnati Health District Fund, a \$500 thousand transfer out to the Streetcar Operations Fund, and a \$2.6 million transfer out for debt service.

Continuing budget priorities for 2020 include safety, thriving neighborhoods, growing economic opportunities, efficient service delivery, and fiscal sustainability. To support safety, the 2020 budget supports several projects aimed at enhancing citizen safety including a Police recruit class, continued implementation of the Emergency Communications Center (ECC) Action Plan, technological improvements to the Emergency Operations Center (EOC) and interview rooms at several Police Districts, and maintenance of the Genesis Extrication Tool which is used by the Fire Department to rescue individuals trapped in vehicles. To improve neighborhoods, the budget includes funding to keep all recreation centers operating, to keep all swimming pools operating, to keep all parks operating, and snow removal. Enhancements were made to improve pothole repair, road paving, and roadway structure maintenance and hard surface repairs. Additional litter pickup crews are also included in the budget. The City continues to use data-driven strategies and tactics to remain fiscally sustainable and innovate government. With the 2020 budget, the City continues to pursue long-term financial stability while exploring every opportunity to strategically invest in immediate process improvements and modernization.

#### **Requests for Information**

The financial report is designed to provide a general overview of the City's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Director of Finance, City Hall, Room 250, 801 Plum Street, Cincinnati, Ohio, 45202.

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# BASIC FINANCIAL STATEMENTS

37

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#### City of Cincinnati, Ohio Statement of Net Position June 30, 2019 (Amounts in Thousands)

		Governmental Activities	Business-Type Activities	Total
ASSETS				
Current Assets				
Cash and Cash Equivalents	\$	91,086 \$	2,661	\$ 93,747
Equity in City Treasury		194,725	47,193	241,918
Advances and Petty Cash		197		197
Investments		26,980		26,980
Receivables:				
Taxes		89,850	667	90,517
Accounts, Net		76,779	21,804	98,583
Special Assessments		38,179	865	39,044
Accrued Interest		1,877	568	2,445
Due from Fiduciary Activities		49		49
Due from Other Governments		4,589	11,184	15,773
Prepaid Items and Other Assets		4,474	2,487	6,961
Inventory		4,718	5,751	10,469
Restricted Assets:				
Cash and Cash Equivalents			280	280
Equity in City Treasury			28,473	28,473
Investments			133,403	133,403
Internal Balances	·	(29,093)	29,093	
Total Current Assets		504,410	284,429	788,839
Noncurrent Assets				
Equity in City Treasury		322,533	78,151	400,684
Restricted Equity in City Treasury Cash			47,153	47,153
Accounts Receivable, Net		32,518		32,518
Regulatory Asset			1,599	1,599
Land		199,755	44,070	243,825
Buildings, net of Accumulated Depreciation		121,916	150,301	272,217
Improvements, net of Accumulated Depreciation		210,310	955,771	1,166,081
Machinery and Equipment, net of Accumulated Depreciation		44,865	94,968	139,833
Construction in Progress		209,083	112,889	321,972
Property Acquired under Capital Leases, net of		21 (00		21.600
Accumulated Amortization		21,689		21,689
Infrastructure Assets, net of Accumulated Depreciation		682,879		682,879
Total Noncurrent Assets		1,845,548	1,484,902	3,330,450
Total Assets	·	2,349,958	1,769,331	4,119,289
DEFERRED OUTFLOWS OF RESOURCES				
Pension Systems Related		197,079	15,426	212,505
Other Postemployment Benefit Systems Related		67,484	8,379	75,863
Loss on Defeasance		14,498	8,639	23,137
		279,061	32,444	311,505
				(Continued)

The accompanying notes to financial statements are an integral part of this statement

#### City of Cincinnati, Ohio Statement of Net Position June 30, 2019 (Amounts in Thousands)

(Amounts in Thousand	15)		
(Continued) LIABILITIES:	Governmental Activities	Business-Type Activities	Total
Current			
	\$ 25,368	\$ 3,802	\$ 29,170
Withholdings and Other Deposits	7,923		7,923
Due to Fiduciary Activities	786	251	1,037
Due to Other Governmental Agencies	12.021	5,715	5,715
Accrued Payroll	13,021	1,656	14,677
Accrued Liabilities	6,589	551	7,140
Accrued Interest Deposits Payable	2,537 25,154	1,494 4	4,031 25,158
Unearned Revenue	25,154	1,622	1,622
Obligations Under Capital Leases	5,197	1,022	5,197
Compensated Absences Payable	38,977	4,683	43,660
Unpaid Claims	13,811	1,689	15,500
Ohio Public Works Commission Loan	288	218	506
Ohio Water Development Authority Loan		2,829	2,829
Matured Bonds and Interest Payable	515		515
Notes Payable	965		965
State Infrastructure Bond and Loan Payable	166		166
General Obligation Bonds	46,021	1,779	47,800
Revenue Bonds	6,320	99,015	105,335
Other	215		215 119
Advances from Other Governments Payable from Restricted Assets:	119		119
Construction Contracts		5,267	5,267
Deposits Payable		4,174	4,174
Total Current Liabilities	193,972	134,749	328,721
Noncurrent	-,,,,		,
Obligations Under Capital Leases	23,750		23,750
Notes Payable	10,551		10,551
State Infrastructure Bond and Loan Payable	5,059		5,059
General Obligation Notes Payable	61,259		61,259
General Obligation Bonds	487,683	28,094	515,777
Revenue Bonds	119,779	422,863	542,642
Compensated Absences Payable Pollution Remediation	89,282 1,665	6,057	95,339 1,665
Other Liabilities	1,649		1,649
Ohio Public Works Commission Loan	2,851	1,530	4,381
Ohio Water Development Authority Loan	2,031	42,820	42,820
Unpaid Claims Payable	8,598	,	8,598
Net Pension Liabilities	981,280	115,135	1,096,415
Net Other Postemployment Benefit Liabilities	119,628	16,344	135,972
Total Noncurrent Liabilities	1,913,034	632,843	2,545,877
Total Liabilities	2,107,006	767,592	2,874,598
DEFERRED INFLOWS OF RESOURCES			
Revenues Levied for the next year	155,817		155,817
Pension Systems Related	1,756	2,660	4,416
Other Postemployment Benefit	70,803	16,788	87,591
Service Concession Arrangements Gain on Defeasance	487	11,363	11,363
Total Deferred Inflows of Resources	228,863	30,876	<u>552</u> 259,739
Net Position	220,000	20,070	20,,.0,
Net Investment in Capital Assets	897,570	862,847	1,760,417
Restricted Net Position for:			
Tax Increment Financing	82,071	107.224	82,071
Debt Service	179,648	197,236	376,884
Capital Projects Public Transit	281,043 12,155		281,043 12,155
Public Safety	5,725		5,725
Parks and Recreation	9,689		9,689
Street Improvement	3,662		3,662
Infrastructure	9,854		9,854
Public Health	783		783
Community Development	13,246		13,246
Other Purposes	30,506		30,506
Fleet Services	1,512		1,512
Permanent Funds - Expendable	9,370		9,370
Permanent Funds - Nonexpendable	2,347	/6 / 85 · ·	2,347
Unrestricted Net Position Total Net Position	(1,246,031)	(56,776)	(1,302,807)
The accompanying notes to financial statements are an integral part of this statement	\$ 293,150 nt	\$ 1,003,307	\$ 1,296,457

The accompanying notes to financial statements are an integral part of this statement

City of Cincinnati, Ohio Statement of Activities For the fiscal year ended June 30, 2019 (Amounts in Thousands)

Net (Expense) Revenue and Changes in Net Position		Activities Total	\$ (49,058) (24.513)	(39,945) (39,945) 26,130 (41,139)	(41,137) (55,773) (49,931) (15,225) (21,043)	(270,497)	28,180 28,180 2,043 2,043 (5,973) (5,973) (280) (280) (982) (982) (11,821) (11,821)	11,167 11,167 (259,330)	61,436 392,004 6,002 6,017 6,617 41,858 9,303 1,192 (2,897) 10,109 21,276 334,698 982,031 961,759
Net (Exper Changes	Eal	Activities	\$ (49,058) (24,513)	(39,945) 26,130 (41,139)	(45,73) (55,773) (49,931) (15,225) (21,043)	(270,497)	€	(270,497)	61,436 392,004 6,002 4,106 41,858 17,779 57,837 2,897 2,897 313,422 (20,272)
	Capital Grants and	Contributions	\$ 1,092	520 520 150	C10,21	14,645	5,350	5,350 \$ 19,995	
(Amounts in Lindusanus) Program Revenues	Operating Grants and	Contributions	\$ 1,518	4,841 11,345	11,403	44,026		\$ 44,026	activities
	Charges	for Services	\$ 78,476	8,833 22,953 1 947	2,261	145,450	158,399 16,121 7,542 2,112 5,001 16,603	205,778 \$ 351,228	General Revenues:  Taxes: Property taxes Income taxes Admission taxes Occupancy taxes Shared Revenues Unrestricted investment earnings Miscellaneous Transfers between governmental and business-type activities Total general revenues and transfers Change in net position Net position-beginning
	ı	Expenses	\$ 130,144 46,894	54,139 8,318 8,318	55,377 55,773 52,192 50,716 21,043	474,618	135,569 14,078 13,515 2,392 5,983 28,424	199,961 \$ 674,579	General Revenues:  Taxes: Property taxes Income taxes Admission taxes Occupancy taxes Shared Revenues Unrestricted investment earnings Miscellaneous Transfers between governmental and I Total general revenues and tr Change in net Net position-beginning
		Functions/Programs	Governmental Activities: General Government Community Development	Parks and Recreation Public Safety Teansociation and Engineering	Transit System Public Services Public Health Interest on long-term debt	Total governmental activities	Business type activities: Water Works Parking Facilities Convention Center General Aviation Municipal Golf Stormwater Management	Total Business-type activities Total	

The accompanying notes to financial statements are an integral part of this statement.

City of Cincinnati, Ohio Balance Sheet Governmental Funds June 30, 2019 (Amounts in Thousands)

		General		Capital Projects		Debt Service		Tax ncrement Financing	Go	Other vernmental Funds	Gov	Total vernmental Funds
ASSETS												
Cash and Cash Equivalents	\$	232	\$	83,228	\$	1			\$	7,358	\$	90,819
Equity in City Treasury Cash		93,101		155,488		107,956	\$	42,353		67,543		466,441
Advances and Petty Cash		197										197
Investments, at Fair Value						8,990		5,440		12,550		26,980
Receivables:												
Taxes		45,972		1,894		36,936				5,048		89,850
Accounts, Net		13,028		11,929		15,696		57,063		10,434		108,150
Special Assessments		2,120		1,247						34,812		38,179
Accrued Interest and Dividends		1,132		316		245				72		1,765
Due from Other Funds		434		131		2,783		10		272		3,630
Due from Other Governments		3,514								916		4,430
Inventory		3,412		650						271		4,333
Advances to Other Funds		900					_			521		1,421
Total Assets	\$	164,042	\$	254,883	\$	172,607	\$	104,866	\$	139,797	\$	836,195
LIABILITIES, DEFERRED INFLOWS	S AND	FUND BAL	ANCE	ES								
Liabilities:												
Accounts Payable	\$	3,456	\$	8,012	\$	3	\$	7,500	\$	4,469	\$	23,440
Withholdings and Other Deposits		7,923		225				2.54		-5.5		7,923
Due to Other Funds		1,161		335		2		2,561		675		4,732
Due to Fiduciary Funds		491				2				246		739
Accrued Payroll		10,956		1		15		7.002		1,755		12,726
Accrued Liabilities		147		7 229		605		7,283		873		8,304
Deposits Payable		8,799		7,238		605				3,066		19,708
Estimated Liability for Unpaid Claims		260		20.021						36		296
Advances from Other Funds		992 98		29,031						900		30,923
Advances from Other Governments		98				£15				1		99 515
Matured Bonds and Interest Payable						515						515
Total Liabilities		34,283		44,617	_	1,140		17,344		12,021		109,405
Deferred Inflow of Resources:												
Revenues Levied for the next year												
and Unavailable Revenue		44,767		13,934		53,030		57,722		45,120		214,573
Fund Balances:												
Nonspendable		3,412		650						2,617		6,679
Restricted				195,682		118,437		29,800		59,312		403,231
Committed		5,956								20,727		26,683
Assigned		8,876										8,876
Unassigned		66,748										66,748
Total Fund Balances		84,992		196,332	_	118,437		29,800		82,656		512,217
Total Liabilities, Deferred Inflows	dr.	164.040	Ф	054.002	ø	170 607	¢	104.055	ф	120 707	ф	926 107
and Fund Balances	\$	164,042	\$	254,883	\$	172,607	\$	104,866	\$	139,797	\$	836,195

The accompanying notes to financial statements are an integral part of this statement.

# City of Cincinnati, Ohio Reconciliation of the Balance Sheet to the Statement of Net Position Governmental Funds June 30, 2019 (Amounts in Thousands)

Total fund balances - governmental funds	\$ 512,217
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets (net of accumulated depreciation) used in governmental activities are not financial resources and therefore are not reported as assets in governmental funds.	1,476,039
Certain receivables will be collected next year, but are not available soon enough to pay for the current period's expenditures, and therefore are deferred in the funds.	58,756
Some amounts reported for governmental-type activities in the statement of net position are different because certain internal service fund assets and liabilities are included with business-type activities.	20,558
Deferred gains and losses on refundings are recorded in the fund level financial statements	
but are accrued and amortized over the life of the bonds in the government-wide	
financial statements. This is the unamortized portion of gains and losses on defeasance.	14,011
Deferred Inflows and Outflows related to Net Pension and Other Postemployment Benefit Liabilities are	
not reported in the funds. The unamortized portion of these deferred inflows and outflows is:	190,787
Long-term liabilities, including bonds payable, are not due and payable in the current period and	
therefore are not reported as liabilities in the funds. Long-term liabilities at year-end consist of:	
G.O. Bonds and Notes payable	(540,023)
Revenue bonds payable	(122,749)
Long Term Notes Payable	(11,516)
Unamortized bond premium and discounts	(56,179)
State Infrastructure Bank Bond and Loan Payable	(5,225)
Compensated absences	(126,520)
Net Pension Liability	(958,196)
Net Other Post Employment Benefit Liability	(116,612)
Ohio Public Works Commission Loans	(3,139)
Unpaid claims payable	(2,921)
Accrued interest on bonds	(2,529)
Other Accrued Liabilities	(2,997)
Pollution Remediation	(1,665)
Capital leases payable	(28,947)
Total net position governmental activities (page 40)	\$ 293,150

43

The accompanying notes to financial statements are an integral part of this statement.

#### City of Cincinnati, Ohio Statement of Revenues, Expenditures and Changes in Fund Balances Governmental Funds For the fiscal year ended June 30, 2019 (Amounts in Thousands)

	(	General	 Capital Projects		Debt Service	 Tax Increment Financing	Gov	Other ernmental Funds	Gov	Total vernmental Funds
REVENUES										
Taxes	\$	321,241	\$ 27,943	\$	34,669		\$	78,618	\$	462,471
Licenses and Permits		20,366						1,491		21,857
Use of Money and Property		18,432	1,092		27,792	\$ 131		5,586		53,033
Special Assessments			633		83			6,098		6,814
Intergovernmental Revenue		23,759	1,743		4,701	652		19,208		50,063
Federal Grants			5,900					31,172		37,072
State Grants and Other Subsidies			7,002					4,007		11,009
Charges for Current Services		27,780	204					31,610		59,594
Miscellaneous		3,808	2,474		8,465	49,238		3,347		67,332
Total Revenues		415,386	 46,991		75,710	50,021		181,137		769,245
EXPENDITURES										
Current:										
General Government		63,902	1,002		1,838	24,800		23,309		114,851
Community Development		8,057				1,684		14,923		24,664
Parks and Recreation		25,698						17,108		42,806
Public Safety		271,618						7,913		279,531
Transportation and Engineering		2,779	467					7,922		11,168
Transit System								55,773		55,773
Public Services		16,089						22,616		38,705
Public Health		17,033						37,219		54,252
Capital Outlay			100,785			913				101,698
Debt Service:										
Principal Retirement			9,323		44,648	3,418				57,389
Interest			3,857		20,035	3,462				27,354
Bond Issuance Cost					690					690
Total Expenditures		405,176	115,434		67,211	34,277		186,783		808,881
Excess (Deficiency) of Revenues over (under) Expenditures		10,210	(68,443)		8,499	15,744		(5,646)		(39,636)
OTHER FINANCING SOURCES(USES) General Obligation Bonds and Notes Issued	)		38,765		12,070					50,835
Capital Lease Financing			8,125							8,125
Premium on Bonds Issued					3,705					3,705
Transfers In		4,972	51,483		20,673	1,197		2,737		81,062
Transfers (Out)		(4,656)	 (13,789)		(33,559)	 (22,597)		(4,187)		(78,788)
Total Other Financing Sources(Uses)		316	 84,584	_	2,889	 (21,400)		(1,450)		64,939
Net change in fund balances		10,526	16,141		11,388	(5,656)		(7,096)		25,303
Fund Balances at July 1		74,466	 180,191		107,049	 35,456		89,752		486,914
Fund Balances at June 30	\$	84,992	\$ 196,332	\$	118,437	\$ 29,800	\$	82,656	\$	512,217

The accompanying notes to financial statements are an integral part of this statement.

# City of Cincinnati, Ohio Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances to the Statement of Activities Governmental Funds For the fiscal year ended June 30, 2019 (Amounts in Thousands)

Net change in fund balances - total governmental funds  Amounts reported for governmental activities in the statement of activities are different because:	\$ 25,303
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation (\$82,414) exceeded capitalizable outlay (\$70,765) in the current period.	(11,649)
Governmental funds report cash received for assets disposed of as revenue.  However, in the statement of activities, that cash offsets the difference between the book value (\$17,050) and accumulated depreciation of the disposed asset (\$15,662).	(1,388)
Deferred inflows of resources for revenues levied for next year and unavailable revenue includes revenue not recorded in the fund level, but reported in the statement of activities. This is the current year change in the deferred inflow of resources reported as revenue in the statement of activities.	5,591
The long-term liability for compensated absences is not recorded in the fund level, but is reported in the statement of activities. This is the current year change in the liability, reported as an expense in the statement of activities.	632
The long-term liability for unpaid claims is not recorded in the fund level, but is reported in the statement of activities. This is the current year change in the liability, reported as an expense in the statement of activities.	358
The long-term liability for Net Pension Liability is not recorded in the fund level, but is reported in the statement of activities. A portion of the current year change is recorded as deferred inflows and deferred outflows. This year the deferred amounts are amortized and the current year net pension expense was recorded as a reduction of an expense in the statement of activities.	(48,806)
The long-term liability for Net Other Postemployment Benefit Liability is not recorded in the fund level, but is reported in the in the statement of activities. A portion of the current year change is recorded as deferred inflows and deferred outflows. This year the deferred amounts are amortized and the current year net other postemployment expense was recorded as an expense in the statement of activities.	335,039

45 316

(Continued)

# City of Cincinnati, Ohio Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances to the Statement of Activities Governmental Funds For the fiscal year ended June 30, 2019 (Amounts in Thousands)

(Continued)

Bond and loan proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position. Repayment of bond and loan principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position. This is the amount by which repayments exceeded proceeds.	\$ 2,285
Some expenses and credits to expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.	1,934
Bond premiums are included in revenue at the fund level, but capitalized and amortized over the life of the bonds in the government-wide financial statements. This is the amount by which premiums on new debt exceeded the amortization of premiums.	1,665
Net Gains on Defeasance are included in revenues at the fund level, but are deferred and amortized over the life of the bonds in the government-wide financial statements. This is the current amortization.	42
Bond discounts are included in expenditures at the fund level, but are deferred and amortized over the life of the bonds in the government-wide financial statements. This is the current amortization.	(20)
Net Losses on Defeasance are included in expenditures at the fund level, but are deferred and amortized over the life of the bonds in the government-wide financial statements. This is the amount by which the loss on defeasance on new debt exceeds the current amortization.	(1,327)
Capital lease financing provides current financial resources to governmental funds, but the capital lease obligation increases the long-term liabilities in the statement of net position. Payment of capital lease is an expenditure in the governmental funds, but the payment reduces long-term liabilities in the statement of net position. This is the amount by which repayments exceeded proceeds.	(3,856)
Internal service funds are used by management to charge the costs of certain activities, such as insurance and telecommunications, to individual funds. The net revenue(expense) of certain internal service funds is reported with governmental activities.	 7,619
Change in net position of governmental activities (page 41)	\$ 313,422

46

The accompanying notes to financial statements are an integral part of this statement.

City of Cincinnati, Ohio Statement of Net Position Proprietary Funds June 30, 2019 (Amounts in Thousands)

	Business	Governmental Activities		
	Water	Other Water Enterprise		Internal Service
	Works	Funds	Funds	Funds
ASSETS				
Current:				
Cash and Cash Equivalents	\$ 2,491	\$ 170	\$ 2,661	\$ 267
Equity in City Treasury Cash	36,499	10,694	47,193	19,110
Receivables:				
Taxes		667	667	
Accounts, Net	18,097	3,707	21,804	1,221
Special Assessments	865		865	
Accrued Interest	480	88	568	112
Due from Other Funds	58	133	191	1,725
Due from Fiduciary Funds				49
Due from Other Governments	11,184		11,184	159
Prepaid Items	2,000	487	2,487	1,923
Inventory	5.751		5,751	385
Advances to Other Funds	50	22,423	22,473	7,079
Restricted Assets:	20	22,123	22,.75	7,075
Cash and Cash Equivalents	280		280	
Equity in City Treasury Cash	28,473		28,473	
Investments, at Fair Value	133,403		133,403	
Total Current Assets	239,631	38,369	278,000	32,030
Noncurrent:	60.444	15.505	50.151	21 707
Equity in City Treasury Cash	60,444	17,707	78,151	31,707
Restricted Equity in City Treasury Cash	47,153	41.040	47,153	202
Land	2,727	41,343	44,070	283
Buildings, net of Accumulated Depreciation	134,798	15,503	150,301	2.002
Improvements, net of Accumulated Depreciation	811,441	144,330	955,771	2,802
Machinery and Equipment, net of Accumulated	02.022	2045	04.060	5.610
Depreciation	92,023	2,945	94,968	5,613
Construction in Progress	91,601	21,288	112,889	5,760
Other Assets	1,599		1,599	2,551
Total Noncurrent Assets	1,241,786	243,116	1,484,902	48,716
Total Assets	1,481,417	281,485	1,762,902	80,746
DEFERRED OUTFLOWS OF RESOURCES				
Loss on Defeasance	8,147	492	8,639	
Pension Systems Related	13,237	2,189	15,426	3,069
Other Postemployment Benefit Systems Related	7,168	1,211	8,379	1,764
Total Deferred Outflows of Resources	28,552	3,892	32,444	4,833

47

The accompanying notes to financial statements are an integral part of this statement.

318

(Continued)

CITY OF CINCINNATI, OHIO Statement of Net Position Proprietary Funds June 30, 2019 (Amounts in Thousands)

	(Amounts in Thousands)					Gov	ernmental	
(Certificated)		Water		Other	-	Total interprise	A I	ctivities nternal Service
(Continued) LIABILITIES		Works		Funds		Funds		Funds
Current:								
Accounts Payable	\$	2,400	\$	1,402	\$	3,802	\$	1,930
Due to Other Funds	Ψ	488	φ	320	Ψ	808	Ψ	6
Due to Fiduciary Funds		211		40		251		47
Due to Other Governments		5,715		10		5,715		.,
Accrued Payroll		1,350		306		1,656		295
Accrued Liabilities		1,550		551		551		669
Accrued Interest		1,419		75		1,494		7
Deposits Payable		-,		13		13		2,002
Unearned Revenue				1,613		1,613		,
Compensated Absences Payable		4,123		560		4,683		954
Unpaid Claims Payable		1,679		10		1,689		10,594
Ohio Public Works Commission Loan		218				218		,
Ohio Water Development Authority Loan		2,829				2,829		
General Obligation Bonds and Notes Payable		154		1,625		1,779		66
Revenue Bonds Payable		99,015				99,015		
Payable from Restricted Assets:								
Construction Contracts		5,267				5,267		
Deposits Payable		4,174				4,174		
Total Current Liabilities		129,042		6,515		135,557		16,570
Noncurrent:		127,042		0,313		133,337		10,570
Compensated Absences Payable		4,912		1,145		6,057		785
Ohio Public Works Commission Loan		1,530		1,1 15		1,530		703
Ohio Water Development Authority Loan		42,820				42,820		
-		42,620				42,620		0.500
Estimated liability for Unpaid Claims								8,598
Advances from Other Funds								50
Advances from Other Governments								20
Revenue Bonds Payable		422,863				422,863		
General Obligation Bonds and Notes Payable		4,795		23,299		28,094		2,045
Net Pension Liabilities		99,201		15,934		115,135		23,084
Net Other Postemployment Benefit Liabilities		14,256		2,088		16,344		3,016
Total Noncurrent Liabilities		590,377		42,466		632,843		37,598
Total Liabilities		719,419		48,981		768,400		54,168
DEFERRED INFLOWS	_							
Gain on Defeasance				65		65		
Service Concession Arrangement				11,363		11,363		
Pension Systems Related		688		1,972		2,660		311
Other Postemployment Benefit Systems Related		13,864		2,924		16,788		3,305
		14,552		16,324		30,876		3,616
NET POSITION								
Net Investment in Capital Assets		652,029		210,818		862,847		14,458
Restricted Net Position								
Water Works		197,236				197,236		
Fleet Services		(=0.0.4=)				(44.040)		2,551
Unrestricted Net Position		(73,267)		9,254		(64,013)		10,786
Total Net Position	\$	775,998	\$	220,072		996,070	\$	27,795
Some amounts reported for business-type activities in								
position are different because certain internal servic	e fund	assets and						
-								
liabilities are included with business-type activities.  Net position of business type activities					\$	7,237 1,003,307		

The accompanying notes to financial statements are an integral part of this statement.

# City of Cincinnati, Ohio Statement of Revenues, Expenses, and Changes in Fund Net Position Proprietary Funds For the fiscal year ended June 30, 2019 (Amounts in Thousands)

	Business-T Water Works	ype Activities - Enter Other Enterprise Funds	prise Funds Total Enterprise Funds	Governmental Activities Internal Service Funds
OPERATING REVENUES				
Charges for Current Services Miscellaneous	\$ 157,942 955	\$ 47,379 448	\$ 205,321 1,403	\$ 116,477 2,787
Total Operating Revenues	158,897	47,827	206,724	119,264
OPERATING EXPENSES				
Personal Services	48,307	14,949	63,256	12,090
Contractual Services	12,256	21,310	33,566	5,503
Maintenance and Repairs	4,031	3,538	7,569	831
Materials and Supplies	9,125	820	9,945	11,735
Utilities	8,106	803	8,909	2,118
Insurance	251	421	672	76,338
Taxes	1	1,103	1,104	1.602
Depreciation and Amortization	26,603	11,966	38,569	1,693
Rent Pension Expense	2,861 3,856	394 6,703	3,255 10,559	998 366
Other Postemployment Benefit Expense	(726)	1,264	538	(320)
Other Expense	2,083	1,204	2,210	65
Total Operating Expenses	116,754	63,398	180,152	111,417
Operating Income (Loss)	42,143	(15,571)	26,572	7,847
NONOPERATING REVENUES(EXPENSES)				
Interest Revenue	7,080	873	7,953	1,116
Build America Bond Subsidy	1,596		1,596	
Occupancy Tax Receipts		2,511	2,511	
Interest Expense	(19,810)	(968)	(20,778)	(82)
Loss on Disposal of Assets	(890)	(26)	(916)	
Nonoperating Revenues(Expenses)	(12,024)	2,390	(9,634)	1,034
Income (Loss) before Contributions and Transfers	30,119	(13,181)	16,938	8,881
Transfers In		3,333	3,333	2,557
Transfers (Out)	(118)	(6,112)	(6,230)	(1,934)
Capital contributions	5,350		5,350	
Change in Net Position	35,351	(15,960)	19,391	9,504
Net Position at July 1	740,647	236,032		18,291
Net Position at June 30	\$ 775,998	\$ 220,072		\$ 27,795
Some amounts reported for business-type activities in different because the net revenue of certain internal business type activities.	-		1,885	
••				
Change in net position of business type activities			\$ 21,276	

The accompanying notes to financial statements are an integral part of this statement.

#### City of Cincinnati, Ohio Statement of Cash Flows Proprietary Funds For the fiscal year ended June 30, 2019

(Amounts in Thousands)

(, 21110)	D:			Governmental
	Water	oe Activities - Ente Other Enterprise	Total Enterprise	Activities Internal Service
	Works	Funds	Funds	Funds
Cash Flows from Operating Activities:	¢ 151 004	¢ 45.467	¢ 107.251	¢ 15.210
Receipts from Customers	\$ 151,884	\$ 45,467	\$ 197,351	\$ 15,218
Receipts from Other Funds	7,502	1,394	8,896	105,525
Receipts from Retirement System	(20,000)	(22, 57.4)	(50 (72)	121
Payments to Suppliers	(28,098)	(22,574)	(50,672)	(92,920)
Payments to Other Funds	(22,368)	(4,522)	(26,890)	(10,713)
Payments to Employees	(33,029)	(14,762)	(47,791)	(12,416)
Payments for Property Taxes	(1)	(956)	(957)	
Net Cash Provided by Operating Activities	75,890	4,047	79,937	4,815
Cash Flows from Noncapital Financing Activities:				
Repayment of Advances Made To Other Funds		1,911	1,911	1,237
Amount Due from Other Funds for City Notes	1,112	233	1,345	315
Interest paid on Bond and Notes	(192)	(106)	(298)	(82)
Principal paid on Bond and Notes	(150)	(85)	(235)	(64)
Advances To Other Funds		(8,799)	(8,799)	
Occupancy Tax Receipts		2,464	2,464	
Transfers to Other Funds	(118)	(6,112)	(6,230)	(1,934)
Transfers from Other Funds		3,333	3,333	2,557
Net Cash Provided(Used) by Noncapital Financing	652	(7,161)	(6,509)	2,029
Cash Flows from Capital and Related				
Financing Activities:				
Capital Contributed by Other Sources	103		103	
Capital Items Expensed		2,034	2,034	
Proceeds from the Sale of Capital Assets	201	,	201	
Proceeds from Ohio Water Development Authority Loan	5,074		5,074	
Proceeds from Sale of Bonds and Notes	,	4,415	4,415	
Acquisition of Property, Plant and Equipment	(6,359)	(753)	(7,112)	(8)
Interest Paid on Bonds and Notes	(21,432)	(855)	(22,287)	(2,033)
Principal Paid on Bonds and Notes	(19,715)	(1,572)	(21,287)	
Principal Paid on Ohio Public Works Bonds	(219)	, ,	(219)	
Principal Paid on Ohio Water Development Authority Loan	(2,748)		(2,748)	
Payments on Long Term Capital Lease Obligations	,	(440)	(440)	(1,775)
Additions to Construction in Progress	(39,349)	(7,605)	(46,954)	
Net Cash (Used) by Capital and Related Financing Activities	(84,444)	(4,776)	(89,220)	(3,816)
Cash Flow from Investing Activities:				
Investment (Purchases)Sales	1,019		1,019	
Interest on Investments	8,760	896	9,656	1,137
Net Cash Provided by Investing Activities	9,779	896	10,675	1,137
Net Increase (Decrease) in Cash and Cash	-			
Equivalents	1,877	(6,994)	(5,117)	4,165
Cash and Cash Equivalents at Beginning of Period	173,463	35,565	209,028	46,919
Cash and Cash Equivalents at End of Period	\$ 175,340	\$ 28,571	\$ 203,911	\$ 51,084

The accompanying notes to financial statements are an integral part of this statement.

### City of Cincinnati, Ohio

## **Statement of Cash Flows**

#### **Proprietary Funds**

For the fiscal year ended June 30, 2019 (Amounts in Thousands)

	Business-Type Activities - Enterprise Funds					Governmental Activities Internal				
	,	XX7-4	Other		Other Enterprise		17	Total		
		Water Works		nterprise Funds		nterprise Funds		Service Funds		
Reconciliation of Operating Income (Loss) to		VVOIKS		T ulius		runus		Fullus		
Net Cash Provided by										
Operating Activities:										
Operating Income (Loss)	\$	42,143	\$	(15,571)	\$	26,572	\$	7,847		
Depreciation and Amortization		26,603		11,966		38,569		1,693		
Changes in Assets, Deferred Inflows/Outflows and Liabilities:										
(Increase) Decrease in:										
Receivables		1,572		(817)		755		(47)		
Due from Other Funds		510		(44)		466		140		
Due from Fiduciary Funds								(47)		
Due from Other Governments		(1,593)				(1,593)		(141)		
Inventory		(91)				(91)		(1)		
Prepaid Items		54		12		66		(137)		
Other Assets		(10.100)		(4. 700)		(1.1.020)		345		
Deferred Outflows Cincinnati Retirement System		(13,400)		(1,529)		(14,929)		(2,156)		
Deferred Outflows Ohio Public Employees Retirement System		(515)				(515)		(236)		
Increase (Decrease) in:		740		400		1.156		(0.156)		
Accounts Payable		748		408		1,156		(2,156)		
Deposits Payable		279		6		6 220		1,692		
Due to Other Funds		278		(48)		230		(14)		
Due to Fiduciary Funds		11 765		6		17		1		
Due to Other Governmental Agencies		765 92		68		765 160		4		
Accrued Payroll Accrued Liabilities		92		96		96		(22)		
Unearned Revenue				200		200		(22)		
Liability for Compensated Absences		219		112		331		(325)		
Deferred Inflows Service Concession Arrangements		219		(311)		(311)		(323)		
Deferred Inflows Cincinnati Retirement System		(6,084)		2,296		(3,788)		(2,731)		
Deferred Inflows Chichinat Retirement System  Deferred Inflows Ohio Public Employees Retirement System		(482)		2,290		(482)		(2,731) $(101)$		
Estimated Liability for Unpaid Claims		1,449		(3)		1,446		(4,063)		
Net Pension Liability Cincinnati Retirement System		13,057		5,578		18,635		3,152		
Net Pension Liability Ohio Public Employees Retirement System		1,365		3,376		1,365		3,132		
Net Other Postemployment Benefit Liability Cincinnati		1,303				1,505				
Retirement System		8,980		1,622		10,602		2,118		
Net Other Postemployment Benefit Liability Ohio Public		0,700		1,022		10,002		2,110		
Employees Retirement System		209				209				
Net Cash Provided by Operating Activities	\$	75,890	\$	4,047	\$	79,937	\$	4,815		
								-		
Schedule of Noncash Investing, Capital										
and Financing Activities: Change in Fair Value of Investments	Φ	2,363	\$	408	\$	2,771	\$	548		
=	\$	2,303	Ф	408	Ф	4,//1	\$	348		
Acquisition of Property, Plant and Equipment from Capital Contributions		5 247				5 247				
•		5,247				5,247				
Total Noncash Investing, Capital and										
Financing Activities	\$	7,610	\$	408	\$	8,018	\$	548		

The accompanying notes to financial statements are an integral part of this statement.

#### City of Cincinnati, Ohio Statement of Fiduciary Net Position Fiduciary Funds June 30, 2019 (Amounts in Thousands)

		Pension Trust	Iı	nvestment Trust Fund		Agency
ASSETS					-	
Cash and Cash Equivalents Equity in City Treasury Cash	\$	58,053	\$	260,898	\$	16 5,057
Investments:						
U. S. Treasury Bills and Notes						311,118
International Bonds		4,993				
US Government Bonds		39,961				
Corporate Fixed Income		21,560				
US Agencies		53,650				
Equities - Common Stock		1,132,249				
Mutual Funds		157,121				
Private Equity		252,784				
Real Estate		230,964				
Private Placements		24,719				
Other Assets (Alternatives)	_	282,572				
Total Investments, at Fair Value		2,200,573				311,118
Collateral on Loaned Securities		22,690				
Receivables:						
Accounts, Net		1,543				32,144
Accounts Receivable for Securities Sold		12,837				52,1
Accrued Interest and Dividends		2,346				776
Due from Primary Government		1,037				770
Loans Receivable		26				
Machinery and Equipment		477				
Accumulated Depreciation		(448)				
Total Assets		2,299,134		260,898		349,111
LIABILITIES						
Accounts Payable		2,246				18,841
Accounts Payable for Securities Purchased		25,768				
Due to Primary Government		49				
Due to Other Governmental Agencies						315,242
Obligations Under Securities Lending		22,690				
Accrued Payroll		46				115
Accrued Liabilities		38,583				38
Bonds Payable		269				
Deposits Payable						4,701
Estimated Liability for Compensated Absences		205				10,174
Total Liabilities		89,856			\$	349,111
NET POSITION						
Restricted for External Pool Participant				260,898		
Restricted for Employees' Pension Benefits		1,720,206				
Restricted for Employees' Postemployment		400.055				
Healthcare Benefits		489,072	*			
Total Net Position	\$	2,209,278	\$	260,898		

The accompanying notes to financial statements are an integral part of this statement.

# City of Cincinnati, Ohio Statement of Changes in Fiduciary Net Position Fiduciary Funds For the fiscal year ended June 30, 2019

# (Amounts in Thousands)

	Pension Trust	Investment Trust Fund
ADDITIONS	Trust	Tunu
Contributions:		
Plan members	\$ 19,457	
Employer	33,763	
Participant Deposits		\$ 427,850
Total Contributions	53,220	427,850
Transfers From Other Retirement Systems	84	
Investment earnings:		
Interest and Dividends	31,493	4,689
Proceeds from Litigation	188	
Net Appreciation in the Fair Value		
of Investments	73,016	3,778
Total Investment Earnings	104,697	8,467
Less Investment Management Expenses	6,935	
Net Income From Investing Activities	97,762	8,467
From Security Lending Activities:		
Securities Lending Income	94	
Securities Lending Expense:		
Borrower Rebates	(219)	
Management Fees	31	
Total Securities Lending Expenses	(188)	
Net Income from Securities Lending Activities	(94)	
Total Additions	150,972	436,317
DEDUCTIONS		
Benefit Payments:		
Pension and Annuities	167,178	
Distributions to Participants	107,170	433,485
Hospital and Medical Care	31,119	155, 165
Death Benefits, Active and Retired	581	
Transfers - Retirement to other systems	67	
Total Benefits Payments	198,945	433,485
Refunds of Contributions	2,075	
Administrative expenses:		
Personal Services	1,317	
Contractual Services	456	
Materials and Supplies	112	
Depreciation	5	
Total Administrative Expenses	1,890	
Total Deductions	202,910	433,485
Change in Net Position	(51,938)	2,832
Net Position at July 1	2,261,216	258,066
Net Position at June 30	\$ 2,209,278	\$ 260,898
•		

The accompanying notes to financial statements are an integral part of this statement.

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# **Footnote Table of Contents**

1.	SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES	57
2.	DEPOSITS WITH FINANCIAL INSTITUTIONS AND INVESTMENTS	65
3.	MIXED INVESTMENT POOL	70
4.	COMMITMENTS	72
5.	INTER-FUND ASSETS/LIABILITIES	74
6.	INTER-FUND TRANSFERS	75
7.	NET POSITION / FUND BALANCE	76
8.	LEASES	77
9.	LONG-TERM DEBT	79
10.	DEBT LIMITATION	86
11.	TAXES AND TAX ABATEMENTS	87
12.	SHORT-TERM DEBT – BOND ANTICIPATION NOTES	90
13.	RESTRICTED ASSETS	90
14.	CAPITAL ASSETS	
15.	RECEIVABLES	93
16.	CONTINGENT LIABILITIES	95
17.	RISK MANAGEMENT	96
18.	SERVICE CONCESSION ARRANGEMENTS	97
19.	SUBSEQUENT EVENTS	98
20.	DEFINED BENEFIT PENSION PLANS	98
21.	DEFINED BENEFIT OTHER POSTEMPLOYMENT BENEFIT (OPEB) PLANS	. 113
22.	CINCINNATI RETIREMENT SYSTEM	129

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# CITY OF CINCINNATI, OHIO

#### NOTES TO FINANCIAL STATEMENTS

# For the fiscal year ended June 30, 2019

#### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of Cincinnati is a political subdivision of the State of Ohio. It is governed with the powers of home rule by a directly elected mayor with a four-year term and a council of nine members who are elected at large for four-year terms. In 2001, Cincinnati converted from a city manager-council form of government, through which it had operated since 1926, to a stronger mayor-council form of government.

# A. Reporting Entity

The City as a reporting entity consists of only one governmental unit. Cincinnati has no component units as defined by Governmental Accounting Standards Board (GASB) Statement No. 61 as entities for which the government is considered to be financially accountable and where it would be misleading to exclude.

The following organizations are included in the combined financial statements of the City because, under Ohio law, they have limited corporate powers and are therefore not legally separate organizations:

Cincinnati Park Board Cincinnati Recreation Commission City Planning Commission Cincinnati Board of Health Civil Service Commission

Cincinnati owns a railway line, the Cincinnati Southern Railway, that was completed in 1881 and extends from Cincinnati, Ohio to Chattanooga, Tennessee, a distance of 335 miles. The Ferguson Act was made law May 4, 1869 and permitted the City to own and lease the railway stating that "it be of essential interest to such city". Improvements have been made at various intervals; the most recent, a major line revision to eliminate tunnel clearance restrictions, grades, and curves, was completed in 1964. Improvements other than buildings in Governmental Activities include \$83,224,000 attributable to the City's cost to construct and improve this railway system. The railway is leased to the Cincinnati, New Orleans and Texas Pacific Railway Company until December 31, 2026, with an option to extend the lease for an additional 25 years. The lessee is part of the Norfolk Southern Railway System and is its second largest operating unit. Total rental income from the railway lease was \$22,383,000 and \$21,967,000 for the fiscal years ending June 30, 2019 and June 30, 2018, respectively.

#### B. Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the City. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges or support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

57

Inter-fund receivables and payables between governmental and business type activities have been eliminated in the government-wide statement of net position. These eliminations minimize the duplicating effect on assets and liabilities within the governmental and business type activities total column. As a general rule, the effect of inter-fund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the City's business type activities and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Fund financial statements consist of a series of statements focusing on information about the City's major governmental and proprietary funds. Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

#### C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The financial statements of the City of Cincinnati for the fiscal year ended June 30, 2019 are prepared in accordance with standards promulgated by the GASB. The first level of authority are the accounting principles established by GASB statements. The second level of authority are the GASB technical bulletins and implementation guides and it also includes literature of the American Institute of Certified Public Accountants (AICPA) which have been cleared by GASB.

The City reports the following major governmental funds:

**General Fund** – This fund is the accounting entity in which all governmental activity, except that which is required to be accounted for in other funds, is accounted for. Its revenues consist primarily of taxes, intergovernmental shared revenues, charges for services, and investment income. General Fund expenditures represent costs of general government, community development, public safety, public services, public health, parks and recreation, transportation and engineering, and other.

Capital Projects Fund – This fund is used primarily to account for resources restricted to construct or acquire governmental fund capital assets. Such resources are derived principally from proceeds of general obligation debt, federal and state grants and City income tax (see Note 11). It is the City's policy to use the proceeds derived from the sale of bonds only for the capital improvement purpose detailed in the bond-authorizing ordinance and in accordance with state statutes. Any premium and accrued interest received from the sale of bonds is deposited into the Debt Service Fund.

**Debt Service Fund** – This fund accounts for the resources accumulated and payments made for principal and interest on general obligation debt and capital lease payments of the governmental funds.

Tax Increment Financing (TIF) Fund – This fund is used to account for service payments in lieu of property taxes, capital and debt service expenditures from Tax Increment Financing Districts and Projects.

The City reports the following major proprietary fund:

**Water Works Fund** – This fund accounts for all activities of the City's Water Works Department. The City collects, purifies, and sells water to Greater Cincinnati Area residents. Revenues consist primarily of user charges.

The City reports the following fund types:

**Internal Service Funds** – These funds are used to account for: reproduction, printing and stores; automotive repairs and maintenance; land sales and leasing; City's property and employee medical insurance; workers' compensation; and enterprise technology services to other departments or agencies of the City, or to other governments. Internal service funds are used to account for the financing of goods or services provided by one department or agency to another department or agencies of the government, generally on a cost reimbursement basis.

**Pension Trust Fund** – This fund is used to account for the revenues and expenses of the City's Retirement System, which is accounted for as a single-employer defined benefit pension plan. This fund accounts for both the pension benefits and the post-employment healthcare benefits. Note 22 contains the disclosures for the pension trust fund and the financial statements.

**Investment Trust Fund** – This fund is used to account for the Metropolitan Sewer District Fund portion of the City's pool of cash and investments.

**Agency Funds** – These funds are used to account for assets held by the City in a fiduciary capacity. Agency funds are custodial in nature (assets equal liabilities) and do not involve measurement of results of operations. The assets held by the City include: towing and storing charges for impounded vehicles; entertainment facilities deposits; transportation and engineering specific purpose monies; Metropolitan Sewer District monies; and the Convention Facility Authority monies.

#### **Measurement Focus**

Except for budgetary purposes, the basis of accounting used by the City conforms to generally accepted accounting principles (GAAP) in the United States of America as applicable to governmental units. The accounting and financial reporting treatment applied to a fund is determined by its measurement focus.

The government-wide and proprietary funds financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Non-exchange transactions, in which the City gives (or receives) value without directly receiving (or giving) equal value in exchange, include income taxes, property taxes, grants, shared revenues, and donations. On an accrual basis, revenue from income taxes is recognized in the period in which the taxpayer's liability occurs and revenue from property taxes is recognized in the fiscal year for which the taxes are levied. On an accrual basis, revenue in the form of shared revenue is recognized when the provider government recognizes its liability to the City. Revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized in the accounting period in which they become both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within sixty days of the end of the current fiscal period. Expenditures generally are recorded when the related liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due. Inventories of materials and supplies may be considered expenditures either when purchased or when used; and prepaid expense items may be considered expenditures either when paid for or when consumed. Proceeds of general long-term debt are reported as other financing sources.

Income taxes, delinquent property taxes, liquor permits, fines, local government fund, gasoline tax, and motor vehicle license fees for the current and prior periods are determined to be susceptible to accrual and recognized as revenue in the current accounting period. All other major revenues of governmental funds are determined not to meet the criteria of either being measurable or available.

The proprietary fund type statements are prepared utilizing the flow of economic resources measurement focus and the accrual basis of accounting for revenues, which are recognized when they are earned, and for expenses, which are recognized when they are incurred. Unbilled service receivables are recognized by proprietary funds when the services are provided.

The fiduciary fund types recognize revenue and expenses on a basis consistent with the fund's accounting measurement objective. The pension trust fund and the mixed investment pool statements are prepared utilizing the flow of economic resources measurement focus and the accrual basis of accounting. The pension trust fund accounts for both the pension benefits and the employees' post-employment benefits.

Agency funds do not have a measurement focus. Their financial statements are prepared utilizing the accrual basis of accounting.

### **Other Accounting Policies**

- **A.** *Investments* The investments of the City (excluding the City of Cincinnati's Retirement System, see Note 22) are comprised primarily of time deposits and other securities guaranteed by the United States Government or its agencies and are stated at fair value in accordance with GASB Statement No. 72.
- **B.** *Inventories* Inventories are valued at cost using either the moving weighted average or the first-in, first-out method. Inventories in the governmental funds and the proprietary funds are recorded using the consumption method whereby inventories are recorded as expenditures or expenses when they are used.
- C. Insurance The City maintains a comprehensive all-risk property insurance program through a commercial carrier that provides insurance coverage for approximately \$1,657,180,000 in property values. The program contains a \$100 thousand deductible, provides coverage in the amount of \$500 million per occurrence, and has a maximum limit of \$50 million for earthquake damage and \$50 million for flood damage. The City's available legal debt margin of \$52,191,000 at June 30, 2019, is available for catastrophic loss.
- D. Inter-Fund Transactions During the course of normal operations, the City has numerous transactions between funds including expenditures/expenses, advances and transfers of resources to provide services, construct assets and service debt. The governmental and proprietary fund type financial statements generally reflect such transactions as transfers or advances. The internal service funds record charges for services to City departments as operating revenue. All City funds record these payments to the internal service funds as operating expenditures/expenses. The proprietary funds record operating subsidies as other income whereas the fund paying the subsidy records it as either an expenditure/expense or transfer. Transfers are intended to reallocate money permanently from one fund to another. Advances represent the long-term portion of loans between funds. Inter-fund services provided and used are accounted for as revenues, expenditures, or expenses in the funds involved. The General Fund provides administrative services to enterprise funds. Based on an internal cost allocation plan certain costs initially borne by the General Fund are then billed as indirect charges to other funds of the City. The amounts charged for those services are treated as revenue to the General Fund and as operating expenses in the enterprise funds and as program expenses for individual functions and activities.

E. Capital Assets – Capital assets which include property, plant and equipment, and infrastructure (i.e., roads, streets, bridges and retaining walls) are reported in the applicable governmental or business-type activity columns in the government-wide financial statements. The City defines capital assets as assets with an individual cost of \$5,000 or more (\$100,000 for governmental infrastructure assets) and an estimated useful life in excess of one year. Such assets are capitalized at historical cost, or estimated values that approximate historical cost if purchased or constructed. Pursuant to the implementation of GASB Statement No. 34, the historical cost of infrastructure assets (retroactive to January 1, 1980) is included as part of the governmental capital assets reported in the government-wide statement. Thus, the depreciated value of construction cost for streets, bridges and retaining walls is reported. Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement are recorded at acquisition value rather than fair value.

Capital assets include intangible assets as defined by GASB 51. An intangible asset is an asset that lacks physical substance and has a useful life of more than one year. Some examples are computer software, trademarks, water rights and land easements.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

Property, plant, and equipment of the City are depreciated using the straight-line method over the following estimated useful lives:

Water Mains	100 years
Buildings and Improvements	25-70 years
Infrastructure	15-25 years
Machinery and Equipment	5-40 years
Automotive Equipment	3-20 years

- **F.** Deferred Outflows Deferred outflows of resources represent a consumption of net position that applies to a future period and will not be recognized as an outflow of resources (expense) until then. The City reports deferred outflows on its fund level balance sheet and entity wide statement of net position. A loss on defeasance is a deferred charge on refunding which results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The deferred outflows of resources related to pension and other post employments benefits (OPEB) are explained in Notes 20 and 21.
- **G.** Deferred Inflows The City reports deferred inflows of resources on its fund level balance sheet and entity wide statement of net position. Deferred inflows of resources represent an acquisition of net position that applies to a future period and will not be recognized until that time. The City recognizes gains on defeasance of debt and certain transactions under service concession arrangements as deferred inflows of resources. Deferred inflows from unavailable revenue arise when potential revenue does not meet the "available" criteria for recognition in the current period. Certain intergovernmental receivables, uncollected assessments, miscellaneous receivables, property taxes and income taxes not meeting the availability criteria have been deferred and will be realized in a subsequent period in the governmental funds. The deferred inflows of resources related to pension and OPEB are explained in Notes 20 and 21.

61

- **H.** Grants and Other Intergovernmental Revenues The proprietary fund types recognize federal reimbursement type capital grants as intergovernmental receivables and capital contributions as the related expenses are incurred. All other federal reimbursement type grants are recorded as intergovernmental receivables and revenues when the related expenses/expenditures are incurred. On an accrual basis, revenue in the form of shared revenue is recognized when the provider government recognizes its liability to the City.
- I. Operating Revenues and Expenses The City, in its proprietary funds, distinguishes operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds and internal service funds are charges to customers for sales and services. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation of capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.
- J. Statement of Cash Flows For purposes of the statement of cash flows, the proprietary funds consider all highly liquid investments held by trustees, with a maturity of three months or less when purchased, to be cash equivalents. In addition, all cash and temporary investments with the City Treasurer are also considered to be cash equivalents since they are available to the proprietary funds on demand. The temporary investments primarily consist of certificates of deposit, federal agencies or instrumentalities, Ohio Municipals, STAR Ohio Investment Pool, and U. S. Treasury securities that have maturities of up to five years.
- **K.** Bond Issuance Costs, Premiums and Discounts Premiums and discounts are capitalized and amortized over the term of the bond. Debt is reported net of unamortized premiums and discounts. Bond issuance costs are recognized as outflows as incurred except for prepaid bond insurance, which is reported as a deferred outflow of resources and amortized over the term of the bonds. Bond issuance costs for the Water Works proprietary fund are recorded as a regulatory asset and amortized over the term of the bond since these costs are recovered from water users over the term of the bond.
- **L.** Fund Balance Restricted Fund balances are used to meet current expenditures incurred for which restricted and unrestricted funds are available. Other expenditures are from committed, assigned and unassigned fund balances respectively.
- M. Pronouncements Effective for the 2019 Financial Statements GASB Statement No. 83, Certain Asset Retirement Obligations, was issued in November 2016. The provisions in Statement No. 83 are effective for reporting periods beginning after June 15, 2018. This Statement addresses accounting and financial reporting for certain asset retirement obligations (AROs). An ARO is a legally enforceable liability associated with the retirement of a tangible capital asset. A government that has legal obligations to perform future asset retirement activities related to its tangible capital assets should recognize a liability based on the guidance in this Statement.

This Statement establishes criteria for determining the timing and pattern of recognition of a liability and a corresponding deferred outflow of resources for AROs. This Statement requires that recognition occur when the liability is both incurred and reasonably estimable. The determination of when the liability is incurred should be based on the occurrence of external laws, regulations, contracts, or court judgments, together with the occurrence of an internal event that obligates a government to perform asset retirement activities. Laws and regulations may require governments to take specific actions to retire certain tangible capital assets at the end of the useful lives of those capital assets, such as decommissioning nuclear reactors and dismantling and removing sewage treatment plants.

Other obligations to retire tangible capital assets may arise from contracts or court judgments. Internal obligating events include the occurrence of contamination, placing into operation a tangible capital asset that is required to be retired, abandoning a tangible capital asset before it is placed into operation, or acquiring a tangible capital asset that has an existing ARO.

This Statement requires the measurement of an ARO to be based on the best estimate of the current value of outlays expected to be incurred. The best estimate should include probability weighting of all potential outcomes, when such information is available or can be obtained at reasonable cost. If probability weighting is not feasible at reasonable cost, the most likely amount should be used. This Statement requires that a deferred outflow of resources associated with an ARO be measured at the amount of the corresponding liability upon initial measurement.

This Statement also requires disclosure of information about the nature of a government's AROs, the methods and assumptions used for the estimates of the liabilities, and the estimated remaining useful life of the associated tangible capital assets. If an ARO (or portions thereof) has been incurred by a government but is not yet recognized because it is not reasonably estimable, the government is required to disclose that fact and the reasons therefor. This Statement requires similar disclosures for a government's minority shares of AROs.

GASB Statement No. 88, Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements, was issued in April 2018. The requirements of this Statement are effective for financial statements for periods beginning after June 15, 2018. The primary objective of this Statement is to improve the information that is disclosed in notes to government financial statements related to debt, including direct borrowings and direct placements. It also clarifies which liabilities governments should include when disclosing information related to debt.

This Statement defines debt for purposes of disclosure in notes to financial statements as a liability that arises from a contractual obligation to pay cash (or other assets that may be used in lieu of cash) in one or more payments to settle an amount that is fixed at the date the contractual obligation is established.

This Statement requires that additional essential information related to debt be disclosed in notes to financial statements, including unused lines of credit; assets pledged as collateral for the debt; and terms specified in debt agreements related to significant events of default with finance-related consequences, significant termination events with finance-related consequences, and significant subjective acceleration clauses.

For notes to financial statements related to debt, this Statement also requires that existing and additional information be provided for direct borrowings and direct placements of debt separately from other debt.

GASB Statement No. 89, Accounting for Interest Cost Incurred before the End of a Construction Period, was issued in June 2018. The requirements of this Statement are effective for reporting periods beginning after December 15, 2019. The City elected to early implement this Statement in the 2019 financial statements. This Statement requires that interest cost incurred before the end of a construction period be recognized as an expense in the period in which the cost is incurred for financial statements prepared using the economic resources measurement focus. Interest cost incurred before the end of a construction period will not be included in the historical cost of a capital asset reported in a business-type activity or enterprise fund.

N. Pronouncements Issued But Not Yet Effective – GASB Statement No. 84, Fiduciary Activities, was issued in January 2017. The requirements of this Statement are effective for reporting periods beginning after December 15, 2018. The objective of this Statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. This Statement establishes criteria for identifying fiduciary activities of all state and local governments. The focus of the criteria generally is on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries with whom a fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities.

GASB Statement No. 87, *Leases*, was issued in June 2017. The requirements of this Statement are effective for reporting periods beginning after December 15, 2019. The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing.

Governmental Accounting Standards Board (GASB) Statement No. 90, Majority Equity Interest—an amendment of GASB Statement No. 14 and No. 61, was issued in August 2018. The requirements of this Statement are effective for reporting periods beginning after December 15, 2018. The primary objectives of this Statement are to improve the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units.

GASB Statement No. 91, Conduit Debt Obligations, was issued in May 2019. The requirements of this Statement are effective for the reporting periods beginning after December 15, 2020. The primary objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This Statement achieves those objectives by clarifying the existing definition of a conduit debt obligation; establishing that a conduit debt obligation is not a liability of the issuer; establishing standards for accounting and financial reporting of additional commitments and voluntary commitments extended by issuers and arrangements associated with conduit debt obligations; and improving required note disclosures.

- O. Restricted Resources Bond funds and other similar restricted resources are assumed to be expended before non-restricted resources in paying for capital projects of both the governmental funds and the proprietary funds.
- **P.** Liability for Compensated Absences City employees are awarded sick, vacation and compensatory time as determined by union contractual agreements and personnel policies. Compensatory time and vacation time are paid out in full upon termination and are expensed in the year earned. Sick leave is paid out at various levels upon termination. The liability for sick leave is computed with the Termination Payment Method using a historical average of total years worked and total amount paid. The current portion of the liability is an average of the annual expenditures.

#### 2. DEPOSITS WITH FINANCIAL INSTITUTIONS AND INVESTMENTS

The City of Cincinnati combines the cash balances in individual funds to form a pool of cash and investments. Each fund reports its respective equity in City Treasury cash as an element of its resources. In addition, several funds separately hold cash, cash equivalents and investments, which are appropriately identified in the government-wide Statement of Net Position of the City. Earnings from the pooled cash and investments are allocated on a quarterly basis to eligible funds based on month-end equity balances. The data presented in the accompanying financial statements is for the City as a whole. Cash and investments for the Cincinnati Retirement System (CRS) pension trust fund are presented in Note 22.

The following is a reconciliation of deposits and investments reported in this note to the cash and investments reported in the financial statements as June 30, 2019 (amounts in thousands):

Deposits and Investment per Footnote:		
Carrying Value of Deposits	\$	66,196
Investments	1	,483,531
Total Deposits and Investments	\$ 1	,549,727
Cash and Investment per Financial Statements:		
Governmental Activities:		
Cash and Equivalents	\$	91,086
Equity in City Treasury		517,258
Investments		26,980
Business-Type Activities:		
Cash and Equivalents		2,661
Equity in City Treasury		125,344
Restricted Cash and Equivalents		280
Restricted Equity in City Treasury		75,626
Restricted Investments		133,403
		100,.00
Investment Trust Fund:		
Equity in City Treasury		260,898
Agency Funds:		
Cash and Equivalents		16
Equity in City Treasury		5,057
Investments		311,118
Total Cash and Investments	\$ 1	,549,727

#### **Deposits**

At fiscal year end, the carrying amount of the City's deposits, including certificates of deposit with various financial institutions was \$66,196,000 and the bank balance was \$81,511,000. The entire bank balance is held in the name of the City and is collateralized either by federal depository insurance or securities pledged as collateral and segregated by the Federal Reserve Bank in a pledge account. The collateral is held by the City's agent in the City's name; it cannot be released by the Federal Reserve Bank without the City's approval. Beginning in 2018, the Ohio Pooled Collateral System (OPCS) allowed for participating financial institutions to pool collateral for Ohio public unit deposits. The Treasurer of State is the sole administrator and monitors the OPCS. Fifth Third Bank, U.S. Bank and PNC Bank participated in the OPCS during fiscal year 2019.

65

Included in the City's deposits discussed above are funds held in STAR Plus, which is a cash management option that provides a competitive yield on deposits in a network of carefully selected Federal Deposit Insurance Corporation (FDIC)-insured banks via a single, convenient account. Deposits are distributed by the Custodian as directed by the Federal Insured Cash Account SM. Funds are deposited in participating Ohio banks with an objective to provide the safety of full FDIC insurance, a competitive yield and the convenience of managing a single account. Participation is offered to subdivisions of the State of Ohio as defined in Section 135.45(F)(2)(a) of the Ohio Revised Code, who are also participants in the STAR Ohio local government investment pool, for the investment of public funds. The bank balance of City funds in STAR Plus at June 30, 2019 was \$98,000.

Statutes specify that the City Treasurer require institutions designated as a public depository to pledge and to deposit with the Treasurer's office, as security for the payment of all public monies to be deposited in the public depository during the period of designation, eligible securities of an aggregate market value equal to the excess of the amount of public monies that are at the time so deposited over and above such portion or amount of such money as is at such time insured by the FDIC, or by any other agency or instrumentality of the federal government. As an alternative, the City Treasurer may require such institution to deposit with him surety company bonds which, when executed, shall be for an amount equal to such excess amount.

# **Investments and Fair Value Hierarchy**

The fair value of investments for the City at June 30, 2019 was:

(	(A mounts	in	Thousands'	١
١		ш	Thousands	,

	City		Pe	Permanent		k Board	
	Treasury			Funds		Funds	Total
Money Market Funds	\$	65,365					\$ 65,365
U.S. Treasury Obligations		539,577			\$	222	539,799
U.S. Agencies		629,784				100	629,884
Bond Mutual Funds			\$	359		1,108	1,467
Corporate Fixed Income						1,023	1,023
Tax Exempt Ohio Municipals		21,990					21,990
Commercial Paper		79,793					79,793
STAR Ohio Investment Pool		134,472					134,472
Real Estate				30			30
Equity Securities				1,334		8,374	 9,708
Total Investments	\$	1,470,981	\$	1,723	\$	10,827	\$ 1,483,531

The City is legally authorized to invest in obligations of the U.S. Treasury, federal agencies or instrumentalities, obligations of the State of Ohio and its political subdivisions and repurchase agreements.

STAR Ohio is an investment pool managed and administered by the State Treasurer's Office. Participation is offered to subdivisions of the State of Ohio as defined in Section 135.45(F)(2)(a), Ohio Revised Code, by the State Treasurer for the investment of interim monies of the state and to the state's various custodial accounts. The investment objectives of STAR Ohio are the preservation of capital, the maintenance of liquidity, and providing current income. STAR Ohio is an investment alternative defined in section 135.45(E)(2) of the Ohio Revised Code and created for eligible political subdivisions.

The STAR Ohio investments other than money market funds, are valued according to the amortized cost method (which approximates fair value) which is the cost adjusted for the amortization of any premiums or accretion of any discounts over the period until maturity. Investments in money market funds are valued at quoted market values. The STAR Ohio fund invests in U. S. government and agency securities, collateralized repurchase agreements with eligible Ohio financial institutions, and eligible banker's acceptances and commercial paper. The STAR Ohio fund had an average 53 days to maturity at June 30, 2019 and is rated AAAm by Standard and Poor's.

There are no limitations or restrictions on participant withdrawals due to redemption notice periods, liquidity fees, or redemption gates. However, notice of withdrawal must be given to PFA, STAR Ohio's co-administrator, 24 hours in advance of all transactions greater than \$25 million. STAR Ohio reserves the right to limit the transactions to \$100 million per day. All accounts of the participant will be combined for these purposes.

All investments of the City of Cincinnati are insured or registered, or are securities held by the City or its agent in the City's name. The City Treasurer may enter into a repurchase agreement of U.S. Treasury obligations or other obligations for which the full faith and credit of the United States is pledged for the payment of principal and interest, or obligations or securities issued by any federal government agency. The City has not used reverse repurchase agreements or derivatives as investment instruments.

The City categorizes its fair value measurements within the fair value hierarchy established by GAAP. The hierarchy is based on the valuation inputs used to measure fair value of the assets. Level 1 inputs are quoted prices in an active market for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs.

The following is a summary of the fair value hierarchy of the fair value of investments of the City (excluding STAR Ohio Investment Pool) as of June 30, 2019:

	Fai	ts U	Jsing		
(Amounts in Thousands)	Quoted Prices in				Significant
		4	Active Markets		Other
			for Identical	(	Observable
			Assets		Inputs
Investment Type	Fair Val	ıe	Level 1		Level 2
U.S. Treasury Obligations	\$ 539,5	77 \$	539,577		
U.S. Agencies	629,7	34		\$	629,784
Tax Exempt Ohio Municipal	s 21,9	90			21,990
Money Market Funds	65,3	65			65,365
Commerical Paper	79,7	93			79,793
Equity Securities	1,3	34	1,334		
Bond Mutual Funds	3	59			359
Real Estate		<u> 30</u>			30
Total	\$ 1,338,2	<u>32</u> \$	540,911	\$	797,321

Excluded from the City's investments discussed above are assets held in trust by the Park Board, which includes the Special Revenue Parks, Special Revenue Bettman Nature Center, and Permanent Park Board Funds. The fair value of investments for these funds at June 30, 2019 was \$10,827,000. In those cases where resources are maintained in trust, the authority for investment of the property rests with either the trust agreement or local ordinance. Investments of the Park Board are uninsured. These securities are held by the counterparty or by its trust department or agent but not in the City's name.

The following is a summary of the fair value hierarchy of the assets held in trust by the Park Board as of June 30, 2019:

	Fair Value Measurements Using							
(Amounts in Thousands)			Qι	oted Prices in	(	Significant		
			A	ctive Markets		Other		
				for Identical	(	Observable		
				Assets		Inputs		
Investment Type	]	Fair Value		Level 1		Level 2		
U.S. Treasury Obligations	\$	222	\$	222				
U.S. Agencies		100			\$	100		
Equity Securities		8,374		8,374				
Corporate Fixed Income		1,023		1,023				
Bond Mutual Funds	_	1,108	_			1,108		
	\$	10,827	\$	9,619	\$	1,208		

Investments classified in Level 1 of the fair value hierarchy are valued using quoted prices in an actively traded market. Investments classified in Level 2 of the fair value hierarchy are valued using valuation techniques that incorporate market data for similar types of investments, broker quotes and inactive transaction prices. These prices are obtained by our custodian banks from various pricing sources.

# **Investment Policy and Risk**

The investment policy and risk will be discussed in three categories: 1) the City investment policy, which includes the General Fund, Debt Service Fund, Capital Project Fund, Water Works Fund (an Enterprise Fund), and the Metropolitan Sewer District (an Agency Fund); 2) the Permanent Funds except for the Park Board Fund; and 3) the Park Board, which includes the Special Revenue Parks, Special Revenue Bettman Nature Center and Permanent Park Board Funds

#### A. City Investment Policy

The City's foremost objective of the investment policy for the funds that are pooled and deposited in the General Bank Depository Account and other accounts authorized by the City Treasurer is safety of principal. The investment policy minimizes credit risk by limiting investments to the safest types of securities, pre-qualifying the financial institutions with which the City will do business, and diversifying investments to minimize potential losses.

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Interest rate risk is reduced by structuring the portfolio to mature to meet cash requirements for ongoing operations in order to avoid the need to sell securities prior to maturity and by investing operating funds in shorter-term securities.

At June 30, 2019, the City had the following investments held by the City Treasurer which were exposed to interest rate risk (amounts in thousands):

	Investment Maturities (in years)								
Investment Type		Fair Value Less Than 1				1 to 5	(	6 to 10	
U.S. Treasury Obligations	\$	539,577	\$	250,282	\$	284,633	\$	4,662	
U.S. Agencies		629,784		77,732		550,375		1,677	
Tax Exempt Ohio Municipalities		21,990		11,766	_	10,224			
Total	\$	1,191,351	\$	339,780	\$	845,232	\$	6,339	

Currently, the investment policy limits the investments to: 1) obligations issued by the U.S. Treasury, 2) obligations issued by a federal government agency or instrumentality, 3) certificates of deposits, 4) no-load money market mutual funds which invest in 1), 2), or 3) above, 5) the Ohio subdivision's fund (STAR Ohio), 6) State of Ohio endorsed cash management programs, including but not limited to STAR Plus, 7) repurchase agreements, 8) obligations of the State of Ohio or of a political subdivision of the state with at least a AA rating, or 9) commercial paper of certain entities that have assets exceeding \$500 million. These investments do not expose the City to foreign currency risk. Therefore, the City does not have a foreign currency risk policy.

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. Credit ratings indicate the degree of credit risk for an investment. At June 30, 2019 the City held the following investments (amounts in thousands):

										Full
								Not	]	Faith &
Investment Type	]	Fair Value	Α	aa/AAA		AA/Aa	A	Rated		Credit
U.S. Treasury Obligations	\$	539,577	\$	294,205	\$	144,240		\$ 78,923	\$	22,209
U.S. Agencies		629,784		3,690		598,542		27,552		
Tax Exempt Ohio Municipalities		21,990		4,945	_	16,450	\$ 595		_	
Total	\$	1,191,351	\$	302,840	\$	759,232	\$ 595	\$ 106,475	\$	22,209

Custodial credit risk is the risk that in the event of a failure of a depository financial institution or counterparty to a transaction, the City would be unable to recover the value of an investment or collateral securities. The custodial credit risk policy is discussed in the Deposits section above. The City requires the certificates of deposit to be backed by collateral or surety bond with an aggregate market value of one hundred two percent of the City's deposits and investments including accrued interest. Repurchase agreements require collateral. The release of collateral requires the approval of the City Treasurer.

Concentration of credit risk is the risk of loss attributed to the magnitude of the City's investment in a single issuer. At June 30, 2019, the City's investment holdings representing more than five percent of total investments include: Federal Home Loan Mortgage Corporation securities (17%), Federal Farm Credit Bureau securities (9%), Federal Home Loan Bank securities (9%), and Federal National Mortgage Association securities (7%).

#### **B.** Permanent Funds

The Permanent Funds (excluding the Park Board Fund) do not have a written investment policy for interest rate risk, credit risk, custodial credit risk, concentration of credit risk, or foreign currency risk. Each fund has a separate trust agreement, which limits the activity of the fund. At June 30, 2019, total investments were \$1,723,000. At June 30, 2019, the Permanent Funds' investment holdings representing more than five percent of total investments include: Chevron common stock (20%) and Procter & Gamble common stock (10%). Credit ratings and maturity information was not available for the investments in fixed income funds.

#### C. Park Board

The Park Board investment goals are to generate capital growth for long-term usage and provide operating income to the respective projects and operations. The fund has established asset allocation ranges. The equities range is seventy to ninety percent, the bond range is ten to thirty percent, and the cash range is zero to three percent. Each bond investment must have a minimum credit rating of B by Standard and Poor's and Moody's. Other than these limitations on investments, the Park Board Fund does not have an established policy for interest rate risk, credit risk, concentration of credit risk, custodial credit risk, or foreign currency risk. At June 30, 2019, the Park Board investment portfolio did not have more than five percent of total investments with a single issuer.

At June 30, 2019 the Park Board had total investments with a fair value of \$10,827,000, which includes equity securities with a fair value of \$8,374,000, and fixed income with a fair value of \$1,108,000. The remaining \$1,345,000 in investments is identified in the chart below.

The following investments were exposed to interest rate risk (amounts in thousands):

	I	Investment Maturities (in years)										
Investment Type	Fair Value	Less Than 1	1 to 5	More than 10								
U.S. Treasury Obligations	\$ 222	\$ 60	\$ 162									
US Agency Bonds	100		100									
Corporate Bonds	1,023	110	592 \$	321								
Total	\$ 1,345	\$ 170	\$ 854 \$	321								

The following chart provides information utilized in determining credit rate risk (amounts in thousands):

	Total							
	Fair							Not
Investment Type	Value	AAA	AA	A	BBB	Baa	BB	Rated
U.S. Government Treasury	\$ 222	\$ 61	\$ 161					
U.S. Agency Bonds	100	100						
Corporate Bonds	1,023	30	138 9	\$ 365\$	220\$	66\$	204	
Fixed Income	1,108	<u> </u>					\$	1,108
Total	\$ 2,453	\$ 191	\$ 299 5	365 \$	220 \$	66\$	204 \$	1,108

#### 3. MIXED INVESTMENT POOL

On April 10, 1968, the Board of County Commissioners of Hamilton County and the City of Cincinnati consolidated all County and City sanitary sewer facilities, under the direction and control of the Board of County Commissioners and the management and operation of the City. The cash balance in the fund established for this purpose, the Metropolitan Sewer District fund (MSD), is combined with the City's pool of cash and investments. For the purposes of financial reporting, the MSD portion of the City's pool of cash and investments is reported as an Investment Trust Fund. Assets in the pool are reported at fair value based on quoted market prices. The pool is not subject to regulatory oversight. Fair value amounts are determined at the end of the fiscal period. The City has not provided or obtained any legally binding guarantees to support the value of the Mixed Investment Pool. MSD is required by Chapter 301 of the Cincinnati Municipal Code to participate in the Mixed Investment Pool. The method used to determine participants' shares sold and redeemed is a proration based upon the equity held in City Treasury cash. These amounts increase and decrease based upon the change in the equity balance. This same method is used to report the investments. Disclosures required by GASB Statement No. 3 are discussed in Note 2.

70

Summary by major investment classification (amounts in thousands):

			Fair		Maturity
Description		Cost	Value	Interest Rates	Dates
Money Market Fund	\$	309	\$ 309		
Commercial Paper		69,736	69,808		7/19/19 to 9/16/19
Certificates of Deposit		747	747	1.8% to 2.15%	7/23/19 to 12/30/19
U. S. Treasury Notes		136,589	136,231	1.0% to 8.125%	8/31/19 to 5/15/24
FHLB/FNMA/FHLMC Securities		507,754	508,501	1.125% to 5.15%	7/30/19 to 9/25/24
Ohio Municipal		151,188	153,034	1.5% to 5.0%	7/1/19 to 2/15/24
Star Ohio Investment Pool		81,998	81,998		
Cash		33,552	33,552		
Total	\$	981,873	\$ 984,180	•	

The Mixed Investment Pool does not issue a separate report. The Mixed Investment Pool's financial statements follow:

# Mixed Investment Pool Statement of Net Position As of June 30, 2019

(Amounts in Thousands)

Assets	
Equity in City Treasury	\$ 984,180
Net Position	
Held in Trust for Internal Pool Participants	\$ 723,282
Held in Trust for External Pool Participants	260,898
Total Net Position	\$ 984,180

# Mixed Investment Pool Statement of Changes in Net Position For the fiscal year ended June 30, 2019

(Amounts in Thousands)

	Internal Participants	External Participants	<u>Total</u>
Additions:			
Contributions:			
Participant Deposits	\$1,502,227	\$ 427,850	\$1,930,077
Investment earnings:			
Interest and dividends	12,010	4,689	16,699
Net appreciation in the fair value of investments	10,222	3,778	14,000
Total investment earnings	22,232	8,467	30,699
Total additions	1,524,459	436,317	1,960,776
Deductions:			
Distributions to Participants	1,506,703	433,485	1,940,188
Change in Not Resition	17.756	2 922	20.500
Change in Net Position	17,756	2,832	20,588
Net Position - beginning	705,526	258,066	963,592
Net Position - ending	\$ 723,282	\$ 260,898	\$ 984,180

#### 4. **COMMITMENTS**

**Convention Facilities Authority (CFA)** - The CFA is an up to 11-member body, corporate and politic, organized and existing under Chapter 351 of the Ohio Revised Code, as amended. The CFA issued bonds netting proceeds of \$111,176,644 dated March 2, 2004 for the purpose of expanding and renovating the Convention Center in Cincinnati. On December 4, 2014 the original debt was refunded with \$65,135,000 of first lien debt. Additional first lien debt of \$4,755,000 was issued for new projects.

Pursuant to a Memorandum of Understanding between the City of Cincinnati (City) and Hamilton County (County), a Cooperative Agreement was reached between the City and the County and a Project Service Agreement between the City and the CFA. The City will: (i) own the Convention Center, (ii) be responsible for the operation and maintenance of the Convention Center and (iii) manage the design and construction of the expansion and renovation project. Construction began in May 2004 and was completed in June 2006.

In the financial plan for the Convention Center expansion and renovation, the dedicated Transient Occupancy Tax (City) and Lodging Excise Tax (County) is expected to cover the outstanding debt service for senior debt of \$59,135,000. Pursuant to the Memorandum of Understanding between the City, County and the CFA, the City has agreed to guarantee, subject to annual appropriation, the principal and interest on subordinate debt. Currently, there is not subordinate debt outstanding for the Convention Center.

The 8<sup>th</sup> Supplement to the Cooperative agreement executed June 26, 2019 eliminated the requirement that the City pay \$250,000 (City Annual Contribution) to the Trustee of the CFA. This contribution was previously pledged as an additional revenue source for the payment of the bonds.

Greater Cincinnati Redevelopment Authority (Formerly the Port of Greater Cincinnati Development Authority) – Executed on October 9, 2018, effective February 1, 2018, and expiring on December 31, 2021, the City has entered into a Funding Agreement for Day-to-Day Operations (the "Operations Agreement") with the Greater Cincinnati Redevelopment Authority (GCRA).

The Operations Agreement replaces the City of Cincinnati / Port of Greater Cincinnati Development Authority Economic Development Services Agreement dated July 11, 2011, as amended by an Amendment dated December 22, 2017 (as amended, the "2011 Services Agreement"), pursuant to which (i) the Port committed to undertake various economic development-related activities for the City, and (ii) the City committed to provide funding to the Port for its day-to-day operations (subject to annual appropriations by Cincinnati City Council). The 2011 Services Agreement expired on January 31, 2018. Though no specific funding amounts are identified for the full term of the Agreement, the Operations Agreement commits the City to potential funding in two categories: operational and project based.

- (1) First, the Operations Agreement provides for potential funding in the form of an annual grant to the GCRA, subject to annual appropriations by the Cincinnati City Council, to further the organization's efforts in delivering programmatic and technical services in the areas of community and economic development. The Operations Agreement provides operational funding in the amount of \$700,000 for FY2019 and Cincinnati City Council has authorized an additional \$700,000 for FY2020 and \$688,310 for FY2021. No other operational funding has been committed by the City at this time. The parties anticipate that Hamilton County will provide an equal amount of operational funding to the GCRA during the term of the Operations Agreement, pursuant to a separate agreement between the GCRA and Hamilton County.
- (2) Second, the Operations Agreement provides guidance for future GCRA funding requests made to the City for specific economic and/or community development related projects (the "Additional Project-Based Funding"). If provided, the terms and conditions of each Additional Project-Based Funding will be memorialized in one or more written amendments to the Operations Agreement or in one or more separate agreements executed by both parties. The City committed Additional Project-Based Funding to the GCRA in its FY2019 in the amount of \$2,500,000 for the Industrial Site Redevelopment Program.

72.

Funding was authorized in the FY2019 Capital Budget. The source of funds are bond proceeds from the sale of Economic Development Revenue Bonds Series 2018B to be repaid from municipal income taxes. In addition, the City sold \$1,000,000 in Economic Development Revenue Bonds (Series 2018C) to fund the Port Authority's Former Hudepohl Brewery Remediation project in FY2019. The bonds were authorized prior to FY2019 by Ordinance 67-2017 approved on March 29, 2017.

The Board of Education of the City School District of the City of Cincinnati (the Board) – On July 21, 1999 the "Board" and the City of Cincinnati entered into agreement whereby the City would compensate the Board for taxes that would have been received if not for certain property exemptions enacted by the City. Compensation is made in two ways: 1) a proportion (either 25% or 27%) of service payments received by the City on property exempted under various delineated section of the Ohio Revised Code paid semi-annually and 2) an annual payment of \$5 million, to be paid semi-annually, beginning fiscal year 2000 and continuing for 19 years thereafter. The Agreement expires on December 31, 2019, with the City making the final installment of the \$5 million annual payment on October 9, 2019. The City of Cincinnati and the "Board" are currently in negotiations regarding a possible new agreement that would again authorize the City to establish certain property tax exemptions and compensate the "Board" for certain foregone tax revenues, though final terms are yet to be determined.

**Encumbrances** - Encumbrances are commitments to unfilled purchase orders or unfilled contracts. Funds have been committed to a specific order, but the goods or services have not been billed or received.

The City's outstanding encumbrances at June 30, 2019 are as follows:

(Amounts in Thousands)	eneral Fund	Capital rojects	Debt ervice	x Increment Financing	on Major vernmental	Total
General Government	\$ 4,463		\$ 109	\$ 1,054	\$ 2,194	\$ 7,820
Community Development	2,064			66	6,475	8,605
Parks	300				1,090	1,390
Recreation	222				310	532
Police	565				1,450	2,015
Fire	718				10	728
Transportation & Engineering	51				36	87
Public Services	242				3,071	3,313
Public Health	153				1,728	1,881
Capital Outlay		\$ 89,166				89,166
Total	\$ 8,778	\$ 89,166	\$ 109	\$ 1,120	\$ 16,364	\$ 115,537

# 5. INTER-FUND ASSETS/LIABILITIES

The composition of inter-fund balances as of June 30, 2019, is as follows:

DUE FROM/TO OTHER FUNDS (Amounts in Thousands)

										Due Fron	n									
			C	apital		Debt	Tax	x Increment	N	Non-Major	Inte	ernal	Wa	ter Works	Non	-Major				
	(	General	Pı	ojects	S	ervice	1	Financing	Go	overnmental	Se	rvice	E	nterprise	Ent	erprise	Fic	luciary		
_		Fund	]	Fund		Fund		Fund		Funds	Fι	ınds		Fund	F	unds	]	Fund	TO	TAL
<u>Due To</u>																				
General Fund			\$	16					\$	11	\$	1,070			\$	64	\$	491	\$	1,652
Capital Projects Fund	\$	21			\$	24	\$	10		219		13	\$	39		9				335
Debt Service Fund																		2		2
Tax Increment Financing Fund						2,561														2,561
Non-Major Governmental Funds		391		1						39		244						246		921
Internal Service Funds										3		2				1		47		53
Water Works Enterprise Fund		19		112								306				51		211		699
Non-Major Enterprise Funds		3		2		198						90		19		8		40		360
Fiduciary Funds												49								49
TOTAL	\$	434	\$	131	\$	2,783	\$	10	\$	272	\$ ]	1,774	\$	58	\$	133	\$	1,037	\$	6,632

At year end, the City held \$205,000 in notes outstanding, with accrued interest of \$2,000. The notes provide capital project financing. A portion of these notes are held by MSD (\$55,000), and Capital Projects Fund (\$33,000), and are not included above. The amounts included in inter-fund receivables and payables are as follows (Amounts in Thousands):

Fund or Fund Type	Due	From	Dι	ие То
General Fund	\$	21		
Capital Projects			\$	119
Debt Service		24		
Tax Increment Financing		10		
Nonmajor Governmental funds		12		
Internal Service funds		10		
Water Works fund		37		
Nonmajor Enterprise Funds		5		
	\$	119	\$	119

The outstanding balances between funds result mainly from the time lag between the dates: (1) inter-fund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made.

#### ADVANCES TO/FROM OTHER FUNDS (Amounts in Thousands)

	Advance From Other Funds										
		Capital	nal								
	General	Projects	Gove	ernmental	Servi	ice					
	Fund	Fund	1	Funds	Func	ds	ТО	TAL			
Advance to Other Funds											
General Fund			\$	900			\$	900			
Non-Major Governmental Funds	\$ 521							521			
Water Works Enterprise Fund					\$	50		50			
Non-Major Enterprise Funds		\$22,423					22	2,423			
Internal Service Funds	471	6,608					,	7,079			
TOTAL	\$ 992	\$29,031	\$	900	\$	50	\$30	0,973			

The major portion of the advances is to provide financing for the construction in progress on capital projects. The remaining portion of the amounts payable relates to working capital loans made to funds upon their creation and none of this balance is scheduled to be collected in the subsequent year.

#### 6. INTER-FUND TRANSFERS

Inter-fund transfers for the fiscal year ended June 30, 2019, consisted of the following:

TRANSFERS IN/OUT (Amounts in Thousands)

					,	Trans	fers Out							
		Capital	Debt	Tax	Increment	No	on-Major	In	ternal	Wate	er Works	No	n-Major	
	General	Projects	Service	Fi	nancing	Gov	ernmental	Se	ervice	En	terprise	En	terprise	
	Fund	Fund	Fund		Fund		Funds	F	unds	]	Fund	F	unds	Total
Transfers In														
General Fund		\$ 1,300						\$	83			\$	3,589	\$ 4,972
Capital Projects Fund	\$ 2,034		\$ 33,299	\$	13,089	\$	1,808		1,128	\$	118		7	51,483
Debt Service Fund	2,619	7,283			9,508		1,244		19					20,673
Tax Increment Financing Fund		181											1,016	1,197
Non-Major Governmental Fund	3						1,105		129				1,500	2,737
Internal Service Funds		2,527					30							2,557
Non-Major Enterprise Funds		2,498	260						575					3,333
Total	\$ 4,656	\$ 13,789	\$ 33,559	\$	22,597	\$	4,187	\$	1,934	\$	118	\$	6,112	\$ 86,952

Transfers are used to: (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, (2) move receipts restricted to debt service from the funds collecting the receipts to the debt service fund as debt service payments become due, and (3) use unrestricted revenues collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

75

# 7. NET POSITION / FUND BALANCE

#### **Fund Balance Classifications**

Fund balance is classified in five categories: (1) Non-spendable, (2) Restricted, (3) Committed, (4) Assigned, and (5) Unassigned. Non-spendable fund balances include amounts that are not in spendable form or are legally required to remain intact. Restricted fund balances include amounts that have external restrictions by either: grantors, debt covenants, laws or other governments. The City Council is the highest level of decision-making authority and can commit or rescind a portion of the fund balance to a specific purpose by passing an ordinance. The authority to assign fund balance is inferred by state and municipal law to the fiscal officer or his designated official. Unassigned fund balance includes amounts that have not been assigned to any purpose. Restricted funds are spent first as expenditures are incurred to the extent of the restricted fund revenue. Then committed, assigned and unassigned funds are used. The following chart displays the fund balance classifications for the governmental funds at June 30, 2019 (Amounts in Thousands):

Fund Balances		eneral Fund		apital ojects	Debt Service	Tax Increment Financing			n Major ernmental	Gov	Total ernmental
Nonspendable											
Inventory	\$	3,412	\$	650				\$	271	\$	4,333
In accordance with Trusts									2,346		2,346
Nonspendable Total		3,412		650					2,617		6,679
Restricted											
Debt Service					\$ 106,905	\$	24,349				131,254
Capital Projects			19	95,682	11,532		5,451				212,665
Income Tax Transit									11,030		11,030
Public Safety Operations									5,165		5,165
Fleet Services									1,499		1,499
Recreation Operations									2,729		2,729
Parks Operations									16,295		16,295
Public Health Services									599		599
Street Contruction, Maintenance and Repair									3,662		3,662
Income Tax Infrastructure									9,415		9,415
Community Development									1,870		1,870
Other									7,048		7,048
Restricted Total			19	95,682	118,437		29,800		59,312		403,231
Committed											
Emergency Reserve Reserve for Weather Events, Other Emergencie	es,	2,594									2,594
and One-time Events		3,332									3,332
Property Investment Reimbursement Agreemer		30									30
Public Health									3,487		3,487
Recreation									3,933		3,933
Parks									10,239		10,239
Public Safety Operations									156		156
Other									2,912		2,912
Committed Total		5,956							20,727		26,683
Assigned											
General Government Encumbrances		4,463									4,463
Community Development Encumbrances		2,064									2,064
Parks Encumbrances		300									300
Recreation Encumbrances		222									222
Police Encumbrances		565									565
Fire Encumbrances		718									718
Transportation and Engineering Encumbrances		51									51
Public Health Encumbrances		242									242
Public Services Encumbrances		153									153
Internal Service Funds		98									98
Assigned Total		8,876									8,876
Unassigned											
Working Capital Reserve Fund	2	28,919									28,919
Other		37,829									37,829
Unassigned Total		66,748							<del></del> :		66,748
-			0.17	26.222	Ф.110.42 <b>7</b>	Φ.	20.000	•	02.656	Φ	
Total Fund Balance	\$ 8	84,992	\$19	96,332	\$ 118,437	\$	29,800	\$	82,656	\$	512,217

76

Included in the financial statements are two internal service funds and the Governmental Activities in the Entity Wide statement with a net position deficit as of June 30, 2019. The net position deficit in the internal service funds are: Purchasing Reproduction and Printing (\$190,000), and Fleet Services (\$4,305,000), and are to be covered by future user charges. These internal service funds are billed to user funds based on current costs.

# **Stabilization Funds Policy**

In June 2015, and again in June 2019, City Council updated the stabilization policy, which was originally established in 1984, to assure a strong financial position and to protect the City's general obligation bond rating during periods of fiscal stress. The updated policy calls for achievement of a minimum reserve level, for emergency needs of a catastrophic nature, of tow months, or 16.7% of general operating revenues and contains four components: the General Fund Carryover Balance, General Fund Contingency Account, Economic Downturn Reserve, and the Working Capital Reserve. The policy also includes a waterfall funding mechanism to add the necessary funds to the City's reserve balance each year in order to achieve the recommended fund balance over time. The waterfall mechanism prioritizes the use of the annual year-end surplus in the following order:

- 1. Replenish any reserve draw(s) from prior year;
- 2. Fund the General Fund Carryover Balance at 1.5% of revenue;
- 3. Fund General Fund Contingency Account at 2% of revenue;
- 4. With remaining surplus fund 50% to Economic Downturn Reserve, 25% to Working Capital Reserve, and 25% to one-time expenditures.

At June 30, 2019, reserves were 12.8% of fiscal year 2019 revenue.

#### 8. LEASES

#### **CITY AS LESSEE**

#### **Operating Leases**

The City has entered into various leases for property, equipment and office space. These leases are considered for accounting purposes to be operating leases. The total cost for such leases were \$1,001,000 for the fiscal year ended June 30, 2019. Future minimum lease payments are as follows:

/ A		•	7D1 1 )
ΙΔ	mounte	111	Thousands)

Fiscal Year		Am	ounts
2020		\$	849
2021			375
2022			374
2023			288
2024			288
Remaining Years	_		4,637
Total Future Minimum Rents	=	\$	6,811

# **Capital Leases**

The City has capitalized leases for the following property and equipment. These lease agreements qualify as capital leases for accounting purposes and, therefore, have been recorded at the present value of their future minimum lease payments as of the inception date.

The assets acquired through capital leases are as follows:

(Amounts in Thousands)	Gove	ernmental
	<u>Ac</u>	tivities
Leased Property/Equipment	\$	30,641
Less: Accumulated Depreciation		8,952
Total	\$	21,689

The following is a schedule of future minimum capital leases and the present value of the net minimum lease payments at June 30, 2019:

(Amounts in Thousands)	Gov	vernmental
Fiscal Year	<u>A</u>	ctivities
2020	\$	5,732
2021		6,415
2022		6,398
2023		5,043
2024		3,260
2025-2029		3,909
Total Minimum lease payments		30,757
Less: Amounts representing interest		1,810
Present value of net minimum		
lease payments	\$	28,947

#### **CITY AS LESSOR**

The City has entered into various contractual agreements for the rental of properties to various commercial enterprises, which are reported as operating leases for accounting purposes.

Amounts related to the operating lease as of June 30, 2019 are included in the financial statements of the following:

Governmenta	.1	Busine	ess Type
<u>Activities</u>		<u>Activi</u>	<u>ties</u>
\$	3,688	\$	3,539
	18,887		7,561
	7,998		5,092
	87,214		4,357
	87,184		1,394
	594		406
	Activities	\$ 3,688 18,887 7,998 87,214 87,184	Activities Activi \$ 3,688 \$ 18,887 7,998 87,214 87,184

Future minimum rentals of the railway line, recorded in Debt Service Fund, are assumed to equal the payments calculated for the current period. These minimum rentals are included in the Governmental Activities column.

(Amounts in Thousands)	Go	vernmental	Business-Type			
Fiscal Year	<u> </u>	<u>Activities</u>	<u>Activities</u>			
2020	\$	22,487	\$	1,622		
2021		22,304		1,374		
2022		21,957		1,039		
2023		21,847		775		
2024		21,825		584		
Remaining years		138,688		3,465		
Total Future Minimum Rental Payments	\$	249,108	\$	8,859		
Total Rentals for Fiscal Year 2019:	\$	23,864	\$	1,921		

# **Enterprise Funds**

The General Aviation rentals (included in business-type activities) do not include contingent rentals, which may be received on the basis of hours or usage in excess of stipulated minimums. Terms of the leases are normally on a five-year basis with renewal options not to exceed fourteen years.

The Parking Facilities has leased the Fountain Square North Parking Garage for a one-time payment of \$7.5 million for a period of 40 years beginning in 2005. The Fountain Square South Parking Garage has also been leased for 30 years for the value of improvements. Both agreements have been presented as a service concession arrangement in Note 18.

# Governmental Capital Assets

The City-owned railway line, the Cincinnati Southern Railway, is leased to the Cincinnati, New Orleans, and Texas Pacific Railway Company until December 31, 2026, with a renewal option of twenty-five years. Pursuant to the Ohio Revised Code, the use of the rental income from the railway line is restricted to debt service.

On March 12, 2008 Ordinance 78-2008 was passed authorizing the issuance of bonds for the construction of a new administrative building for the Metropolitan Sewer District (MSD). The bonds were issued on July 22, 2009 for a term of 20 years. MSD will lease the building and the rentals will be equivalent to the annual debt service payment. The total rent payments in fiscal year ending June 30, 2019 were \$973,000. The outstanding principal is \$7,905,000.

The Price Hill Improvement District Incorporated II LLC has a ground lease with the City for the Price Hill recreation center site which was approved by Ordinance 182-2014. The City leases the land to the improvement district for development as a recreation center and the City subleases the recreation center from the improvement district. The City's sublease is included above in the section called the City as lessee.

# 9. LONG-TERM DEBT

#### **General Obligation Bonds**

The City issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities. General obligation bonds have been issued for both governmental and business-type activities.

General obligation bonds are direct obligations and pledge the full faith and credit of the City. General obligation bonds currently outstanding are as follows:

(Amounts in Thousands)

 Purpose
 Interest Rates
 Amount

 Governmental Activities
 0.45%-6.046%
 \$ 480,875

 Business-Type Activities
 1.168% to 5.25%
 29,816

 \$ 510,691

79

Annual debt service requirements to maturity for the general obligation bonds are as follows:

Year Ending	G	overnment	al A	Activities	<u>B</u>	Business-Type Activities				ies		
<u>June 30</u>	<u>F</u>	rincipal	1	nterest	<u>P</u>	rincipal		<u>Interest</u>	<u>P</u>	rincipal	<u>I</u>	<u>nterest</u>
2020	\$	46,021	\$	19,184	\$	1,779	\$	1,178	\$	47,800	\$	20,362
2021		43,919		17,324		1,793		1,106		45,712		18,430
2022		37,246		15,628		1,805		1,038		39,051		16,666
2023		34,060		14,074		1,576		974		35,636		15,048
2024		31,937		12,621		1,579		913		33,516		13,534
2025-2029		138,370		43,954		8,435		3,571		146,805		47,525
2030-2034		92,622		19,868		6,567		2,054		99,189		21,922
2035-2039		48,357		5,499		5,267		702		53,624		6,201
2040-2042		8,343		399		1,015		45		9,358		444
	\$	480,875	\$	148,551	\$	29,816	\$	11,581	\$	510,691	\$	160,132

# Revenue Bonds

The City also issues bonds where the City pledges revenues to pay debt service. The net revenues of the Water Works are pledged to pay Water Works revenue bonds debt service. The City has pledged non-tax revenues including all such taxes and revenues, other than ad valorem property taxes for the Governmental Activities revenue bonds. The original amount of revenue bonds authorized, both new money and refunding, in prior years was \$1,206,620,000, of which \$844,700,000 was issued.

Revenue bonds outstanding at end of the fiscal period are as follows:

(Amounts	in	Thousands	)
----------	----	-----------	---

<u>Purpose</u>	Interest Rates	<u> </u>	<u>Amount</u>
Economic Development	0.51% to 5.70%	\$	122,749
Water Works	.75% to 6.458%		485,970
		\$	608,719

The annual debt service requirements to maturity for the revenue bonds are as follows:

# (Amounts in Thousands)

	Govern	nment	al A	ctivities	Business-	Business-Type Activities			All Activities			
Year Ending	Non Pro	perty	Tax	Revenue	Wate	er R	evenue					
<u>June 30</u>	Princi	<u>ipal</u>	<u>I1</u>	nterest	<b>Principal</b>		<u>Interest</u>	<u>P</u>	rincipal	I	nterest	
2020	\$ 6	,320	\$	4,429	\$ 99,015	\$	17,139	\$	105,335	\$	21,568	
2021	6	5,510		4,223	22,620		15,625		29,130		19,848	
2022	6	,850		4,001	23,300		14,945		30,150		18,946	
2023	7	,065		3,763	24,055		14,189		31,120		17,952	
2024	7	,285		3,510	25,050		13,191		32,335		16,701	
2025-2029	27	,880		14,523	114,965		48,296		142,845		62,819	
2030-2034	31	,065		8,662	100,260		24,545		131,325		33,207	
2035-2039	21	,565		3,619	44,230		11,252		65,795		14,871	
2040-2044	6	5,185		770	20,800		5,170		26,985		5,940	
2045-2047	2	2,024		89	11,675		687		13,699		776	
	\$ 122	2,749	\$	47,589	\$485,970	\$	165,039	\$	608,719	\$	212,628	

80

Included in the chart above are Business Activities Water revenue bonds totaling \$77,935,000 of advanced crossover refunding debt. The debt was refunded in December of 2016 and the crossover refunding will occur December 1, 2019.

# **Build America Bond Subsidy**

In 2009, the Cincinnati Water Works issued Series 2009B taxable bonds as Build America Bonds under the provisions of the American Recovery and Reinvestment Act of 2009. Under this agreement, the Water Works is to receive 35% of the Bond interest as the Build America Bond Subsidy. The amount received in fiscal year 2019 was \$1,596,000.

# <u>Long-Term State Loans (Direct Borrowing)</u>

The Ohio Public Works Commission (OPWC) extends loans to the City. Loans in the amount of \$3,139,000 accounted for as Governmental type and \$1,748,000 as Business-type represent the amounts due on the loans from the OPWC for infrastructure improvements. These notes are non-interest bearing.

Annual debt service requirements to maturity for the OPWC notes are as follows:

(	Amounts	in	Thousands)	)
١.	1 IIIIO GIILI	11.1	1 110 aballab	,

	Governmental			Busi	iness-Type
Year Ending	A	ctivities		Activities	
<u>June 30</u>	<u>P</u> 1	rincipal		<u>P</u>	rincipal
2020	\$	288		\$	218
2021		288			219
2022		288			219
2023		285			219
2024		266			219
2025-2029		1,008			498
2030-2034		652			156
2035		64	_		
Total	\$	3,139		\$	1,748

The Ohio Water Development Authority (OWDA) extends loans to the City. Notes outstanding as of June 30, 2019 of \$45,649,000 accounted for as Business-type Activities represent the amounts due on several loans for water works improvements. These notes bear interest at from 1.31% to 3.25% per year. Only that portion of the loan commitment actually paid to the City is recognized as a liability by the City. The City has been authorized for a total of \$54,657,000 in loans, with \$9,008,000 remaining for future disbursement as of June 30, 2019.

Annual debt service requirement to maturity for the OWDA notes are as follows:

# (Amounts in Thousands)

Year Ending	Business-type Activities							
<u>June 30</u>		<u>Principal</u>	<u>Interest</u>					
2020	\$	2,829	\$	845				
2021		2,888		791				
2022		2,947		735				
2023		3,006		677				
2024		3,067		618				
2025-2029		15,407		2,189				
2030-2034		13,237		777				
2035-2039		2,265		75				
2040		3						
Total	\$	45,649	\$	6,707				

### Notes Payable and State Infrastructure Bank Debt (Direct Borrowing)

On December 17, 2008, City Council authorized the City Manager to enter into a \$6.2 million 15-year installment sales agreement to build a garage with Uptown Consortium. The City will maintain the title to the garage for the duration of the agreement and pay the installment payments with net service payments collected from the real property, net service payments collected from the real properties of the project and net revenue from the operation of the project.

On March 31, 2010, the City entered into an installment sales agreement with Vernon Manor Offices Leverage Lender, LLC for the construction of a 440-space parking garage for \$7.1 million. The City will maintain the title to the garage for the duration of the agreement and pay the installment payments with net service payments collected from the real property, net service payments collected from the real properties of the project and net revenue from the operation of the project.

On April 4, 2012, the City entered into several agreements with 21c CINCINNATI LLC to effectuate the redevelopment of the site at 609 Walnut Street into an approximately 156-room hotel, including an art museum, restaurant and other amenities. In order to facilitate the estimated \$51,000,000 project, a grant agreement provided a \$2,500,000 grant and a development and loan agreement provided a loan of \$3,800,000 from the City for eligible construction costs. The City's only pledge towards the private placement revenue note is for the statutory service payments. Through a service agreement 21c CINCINNATI LLC has agreed to make statutory service payments in semi-annual installments at an amount equal to the amount of real property taxes that would have been paid on the improvements, were they not tax exempt.

On October 24, 2014 the City amended a prior agreement with Neyer Properties for the Keystone II development project. The project includes a garage with approximately 1,600 parking spaces and office space of approximately 400,000 square feet A bond for \$2,940,000 and a loan for \$2,500,000 from the State Infrastructure Bank (SIB) were utilized by the City to finance the public improvements.

The combined repayment schedule for the notes, SIB bond, and SIB loan payable follows (includes Vernon Manor, Uptown Consortium, 21c CINCINNATI LLC, and Keystone II).

(Amounts	in	Thousands)
----------	----	------------

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2020	\$ 1,131	\$ 700	\$ 1,831
2021	1,175	654	1,829
2022	1,220	607	1,827
2023	1,278	557	1,835
2024	1,327	505	1,832
2025-2029	3,724	1,913	5,637
2030-2034	4,373	1,056	5,429
2035-2039	1,807	262	2,069
2040-2044	637	64	701
2045	69	1	70
Total	\$ 16,741	\$ 6,319	\$ 23,060

The following are the total outstanding bonds and notes at June 30, 2019 and the debt service requirement for fiscal year 2020. Internal notes of \$205,000 are included in the chart.

# Bonds and Notes Outstanding at June 30, 2019

Description         Interest Rates         Issue Dates Maturity Dates         Issued         2020         6/30/2019           Bonds:         General Property Tax           Various Rate Issues         1.5% to 5.25%         2011-2019         2021-2041         \$ 275,240         \$ 18,460         \$ 169,935           Refunding         0.45 to 5.25%         2012-2018         2019-2034         123,685         10,193         97,764
General Property Tax         Various Rate Issues       1.5% to 5.25%       2011-2019       2021-2041       \$ 275,240       \$ 18,460       \$ 169,935
Various Rate Issues 1.5% to 5.25% 2011-2019 2021-2041 \$ 275,240 \$ 18,460 \$ 169,935
Urban Redevelopment
Various Rate Issues 1.5% to 5.0% 2014&2017 2021&2036 5,535 305 4,525
Municipal Income Tax 1.23% to 5.25% 2011-2018 2021-2040 56,100 3,345 32,005
Refunding 0.45 to 5.25% 2013-2018 2021-2034 54,587 4,700 46,240
Recreational Facilities
Refunding 0.45% to 2.738% 2016 2021 1,450 495 1,330
Urban Renewal/Economic Dev. 0.62% to 5.41% 2011-2016 2023-2036 71,700 3,420 17,445
Refunding 0.45 to 5.25% 2012-2018 2021-2036 49,415 1,785 42,665
Urban Development Taxable
Refunding 0.45 to 3.1% 2016-2017 2021-2031 9,110 530 8,710
Judgement         1.168% to 4.390%         2016         2041         33,220         763         24,626
M SD Administration Bldg 2.0% to 4.0% 2016 2029 7,920 695 7,905
Police & Fire Pension
Refunding 0.371% to 5.25% 2014-2016 2022&2035 32,030 1,330 27,725
Total Governmental Activities Bond Obligations 719,992 46,021 480,875
General Aviation 1.5% to 5.0% 2010-2018 2021-2026 447 40 300
Convention Center 1.168% to 5.0% 2010-2017 2025-2041 4,197 162 3,364
Municipal Golf 1.5% to 5.0% 2013-2018 2021-2026 315 30 228
Stormwater 1.168% to 5.0% 2016-2019 2021-2041 12,668 758 11,757
Parking Facilities 1.168% to 5.25% 2010-2017 2028-2041 15,238 635 9,218
Water Works 1.168% to 4.39% 2016 2041 7,142 154 4,949
Total Proprietary Fund Obligations 40,007 1,779 29,816
Total General Obligation Bonds Payable 759,999 47,800 510,691
Notes:
Streets 1.45% to 2.50% 2017-2019 2021-2022 59,249 59,249
Equipment 2.21% to 2.50% 2018 2022 1,407 1,407
Public Buildings .62% to 2.50% 2018-2019 2020-2022 808 205 808
Total General Obligation Notes Payable 61,464 205 61,464
Total General Obligation Bonds and Notes Payable \$\\ 821,463 \\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
Revenue Bonds and Notes 0.75% to 6.458% 2007-2017 2019-2047 \$ 838,830 \$ 105,335 \$ 608,719
Total Outstanding Debt \$ 1,660,293 \$ 153,340 \$ 1,180,874

# **Changes in Long-term Liabilities**

Long-term liability activity for the fiscal year ended June 30, 2019, was as follows:

(Amounts in Thousands)	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental Activities:					
Bonds Payable:	<b>*</b> 40.5.40.5	<b>A 21 10 5</b>	A (46.025)	<b>*</b> 400.0 <b>5</b>	A
General Obligation Bonds	\$ 495,427	\$ 31,485	\$ (46,037)	\$ 480,875	\$ 46,021
Unamortized premiums	54,678	3,373	(5,222)	52,829	
	550,105	34,858	(51,259)	533,704	46,021
Revenue Bonds	118,269	10,250	(5,770)	122,749	6,320
Unamortized premiums	3,414	332	(148)	3,598	
Unamortized discounts	(268)		20	(248)	
	121,415	10,582	(5,898)	126,099	6,320
Total Bonds Payable	671,520	45,440	(57,157)	659,803	52,341
General Obligation Notes					
Payable (Note 12)	52,159	9,100		61,259	
Direct Borrowing:					
Notes Payable	12,441		(925)	11,516	965
State Infrastructure Bank Bond					
and Loan Payable	5,389		(164)	5,225	166
State Loans	3,427		(288)	3,139	288
Compensated Absences	129,216	42,274	(43,231)	128,259	38,977
Claims and Judgments (Note 17)	26,660	74,268	(78,519)	22,409	13,811
Capital Leases (Note 8)	25,091	8,125	(4,269)	28,947	5,197
Net Pension Liabilities (Note 20)	783,868	197,412		981,280	
Net OPEB Liabilities (Note 21)	429,217		(309,589)	119,628	
Pollution Remediation (Note 16)	1,669	718	(722)	1,665	
Other	1,484	380		1,864	215
Governmental Activities					
Long-term Liabilities	\$ 2,142,141	\$ 377,717	\$ (494,864)	\$ 2,024,994	\$ 111,960
Business-type Activities:					
Bonds Payable:					
General Obligation Bonds	\$ 27,201	\$ 4,415	\$ (1,800)	\$ 29,816	\$ 1,779
Unamortized premiums	69		(12)	57	
•	27,270	4,415	(1,812)	29,873	1,779
Revenue Bonds	505,685		(19,715)	485,970	99,015
Unamortized premiums	38,695		(2,787)	35,908	,,,,,,,
	544,380		(22,502)	521,878	99,015
Total Bonds Payable	571,650	4,415	(24,314)	551,751	100,794
Compensated Absences	10,409	5,183	(4,852)	10,740	4,683
Claims and Judgments (Note 17)	243	1,529	(83)	1,689	1,689
Capital Leases (Note 8)	440	-,	(440)	1,000	1,000
Net Pension Liabilities (Note 20)	95,135	20,000	()	115,135	
Net OPEB Liabilities (Note 21)	5,533	10,811		16,344	
Direct Borrowing:	-,	,			
State Loans	45,290	5,074	(2,967)	47,397	3,047
Business-Type Activities	<u> </u>				
Long-term Liabilities	\$ 728,700	\$ 47,012	\$ (32,656)	\$ 743,056	\$ 110,213

For the governmental activities, claims and judgments are generally liquidated by the general fund. The net pension liabilities, net OPEB liabilities, and compensated absences annual payments are made from the same funds which pay the employees' salaries.

Internal service funds predominantly serve the governmental funds. Accordingly, their long-term liabilities are included as part of the above totals for governmental activities. At fiscal year-end, \$1,739,000 of compensated absences, \$19,192,000 of unpaid claims, \$23,084,000 of net pension liability, and \$3,016,000 of net OPEB liability for the internal service funds are included in the above amounts.

In the event of a default or termination of one of the City's debt agreements, the borrower and/or investors shall utilize any rights available to them under law. The City's debt agreements contain no specific finance-related consequences related to events of default or termination, nor do these agreements contain any subjective acceleration clauses.

# **Defeased Bonds**

The City has defeased bonds by placing the proceeds of new bonds in an irrevocable trust to provide for all future debt service payments on the old bonds. Accordingly, the trust account assets and the liability for the defeased bonds are not included in the City's financial statements. The chart below depicts the defeased bonds at June 30, 2019:

# (Amounts in Thousands)

		Par	Refunded	
Bond Type	Call Date	Amount	Date	Series
Revenue Refunding	11/1/2019	\$ 2,230	11/2/2016	2009B
Tax Exempt GO Bonds	12/1/2019	16,860	2/4/2016	2011A
Taxable GO Bonds	12/1/2019	3,035	2/4/2016	2009C
Taxable GO Bonds	12/1/2019	4,200	10/25/2016	2011C
Tax Exempt Water System Refunding	12/1/2019	13,400	11/29/2016	2009A
Tax-exempt Water System Crossover Refunding	12/1/2019	32,010	6/13/2017	2011A
Tax-exempt Water System Crossover Refunding	12/1/2019	37,480	6/13/2017	2012A
Tax Exempt GO Bonds	12/1/2019	1,400	12/27/2017	2011B
Taxable GO Bonds	12/1/2019	650	12/27/2017	2011D
Taxable GO Bonds	6/1/2020	2,950	10/25/2016	2010F
Tax Exempt GO Bonds	12/1/2020	23,750	2/4/2016	2012A
Tax Exempt Water System Refunding	12/1/2021	20,745	11/29/2016	2011A
Tax Exempt GO Bonds	6/1/2022	52,940	12/27/2017	2014A
Tax Exempt GO Bonds	12/1/2022	6,720	12/27/2017	2012D
	Total_	\$ 218,370	<del>-</del> :	

#### 10. DEBT LIMITATION

The City's "indirect" (ten mill) debt limit was removed by decision of the Ohio courts. In September 1977, the Supreme Court of Ohio dismissed an appeal from the decision of the Court of Appeals, First Appellate District, Hamilton County, Ohio, involving the City's debt limitations. In summary, the City instituted a test case against the Director of Finance for the purpose of obtaining a definitive construction of certain sections of the City Charter bearing on the right of the City to levy taxes in excess of the ten mill limitation of Section 5705.02 of the Ohio Revised Code (ORC). As a result of the Court decision, the City has the right to levy property taxes without limitation to support its lawfully issued bonds and notes, and the City's ability to incur debt will be limited only by the arithmetical (percentage) limitations set forth under Section 133.05 of the ORC.

Section 133.05 provides that the principal amount of both voted and un-voted debt of the City may not exceed 10.5% of the City's assessed valuation, and the principal amount of the City's un-voted debt may not exceed 5.5% of the City's assessed valuation. The ORC also provides several exemptions of debt from the 5.5% and 10.5% limitations.

#### 11. TAXES AND TAX ABATEMENTS

# **City Income Tax**

This locally levied tax applies to gross salaries, wages and other personal service compensation earned by residents both in and out of the City and to earnings of nonresidents (except certain transients) earned in the City. It also applies to net income of business organizations for business conducted in the City. The tax is the largest single source of General Fund revenue.

The City's income tax of 2.1% is subdivided into four components. The first component is 0.1%, which is to be spent only for the maintenance of the City's infrastructure. The second component is the 0.3%, which can be used only for public transit purposes, including both capital and current operating expense. The third component is 0.15%, which can be used only for permanent improvement purposes. The remaining 1.55% is used to meet operating expenses in the General Fund.

The following table identifies the 1.55% income tax collections to the General Fund for the fiscal periods 2015 through 2019:

#### (Amounts in Thousands)

	General Fund
	Collections
<u>Year</u>	of 1.55%
2015	\$ 261,848
2016	277,673
2017	274,312
2018	277,477
2019	288,826

#### **Property Taxes**

The assessed valuation of property within the City subject to the levy of ad valorem taxes includes real property, public utilities property, and tangible personal property. The assessed value upon which the collection years 2018 and 2019 were based was \$5,313,434,440 and \$457,626,470 for 2018 and \$5,261,461,220 and \$472,306,030 for 2019. These were for real property and public utility property respectively (per Hamilton County Auditor). The City's property taxes are collected by the Hamilton County Auditor and are remitted to the City on a periodic basis. Real property taxes collected in any calendar year are generally levied on assessed values as of January 1 of the preceding year according to the following calendar:

#### **Property Tax Calendar - 2019**

Lien date	January 1, 2018
Levy date	October 31, 2018
First installment payment due	January 31, 2019
Second installment payment due	June 20, 2019

Assessed values are established by the County Auditor, or at no more than 35% of appraised market value. The laws of the State of Ohio presently require that all property be revalued no less than every six years, at any time the County Auditor finds that true or taxable value thereof has changed, and in the third calendar year following the year in which a sexennial reappraisal is completed if ordered by the State Commissioner of Tax Equalization. Real property experienced a statutory sexennial reappraisal in 2017 resulting in a 5.9% increase in assessed values. Property tax due in second six months of calendar 2018 and the first six months of calendar 2019 has been included in revenues for the fiscal year 2019. The second installment of 2019 is not recorded as revenue for fiscal year 2019. The ORC requires the second installment of property tax be recorded as a deferred inflow of resources.

#### **Tax Increment Financing (TIF) Districts**

The City, pursuant to the ORC and City ordinances, has established 21 TIF Districts. A TIF District represents a geographic area not greater than 300 acres, wherein 100% of the property value increases created after the commencement date of a TIF District is exempt, in whole or in part, from property taxes. Owners of such property, however, must pay amounts equal to the property taxes, known as "statutory service payments", as though the TIF District had not been established. These "statutory service payments" are then dedicated to the payments for various public improvements within or adjacent to a TIF District. Property values existing before the commencement of a TIF District continue to be subjected to property taxes.

In 2019, the City received "statutory service payments" totaling \$22.2 million from the TIF Districts. This amount is net of the county auditor fees and the payments to the Cincinnati School Board. In accordance with the agreement with the Cincinnati School district as amended December 18, 2002, 27% of the statutory service payments received from the TIF Districts is paid to the Cincinnati School Board. This payment in lieu of taxes revenue is accounted for in the TIF Funds along with the debt service payments. Corresponding capital assets are accounted for in the City's infrastructure accounts and property accounts

TIF Districts have longevity of 30 years. The property tax exemption then ceases; statutory service payments cease, and property taxes then apply to the increased property values.

#### **Casino Revenue**

In 2009, voters approved an amendment to the Ohio Constitution which became HB 519 authorizing one casino in Cincinnati, Cleveland, Columbus and Toledo. A gross revenue tax of 33% was imposed on licensed casino operators. A portion (5%) would be given to the host city. The casino in the City of Cincinnati opened in 2012. Revenues from the casino tax were:

88

# (Amounts in Thousands)

Fiscal Year	General Fund Revenue
2015	\$ 7,875
2016	8,059
2017	7,907
2018	8,093
2019	8,289

#### **Tax Abatements**

Pursuant to GASB Statement No. 77, Tax Abatement Disclosures, the City of Cincinnati (the "City") is required to disclose certain information about tax abatements as defined in the Statement. For purposes of GASB Statement No. 77, a tax abatement is a reduction in tax revenues that results from an agreement between one or more governments and an individual or entity in which (a) one or more governments promise to forgo tax revenues to which they are otherwise entitled and (b) the individual or entity promises to take a specific action after the agreement has been entered into that contributes to economic development or otherwise benefits the City or the citizens of the City. The City has entered into such agreements. A description of each of the City's abatement programs where the City has promised to forgo taxes follows:

### Community Reinvestment Area (CRA) Program

The Ohio CRA program is an economic development tool administered by municipal and county governments that provides real property tax exemptions for property owners who renovate existing or construct new buildings. CRA are areas of land in which property owners can receive tax incentives for investing in real property improvements. In order to use the CRA program, a city, village, or county petitions to the Ohio Development Services Agency (ODSA) for confirmation of a geographical area in which investment in housing has traditionally been discouraged. Once the area is confirmed by the Director of ODSA, communities may offer real property tax exemptions to taxpayers that invest in that area.

The City determines the type of development to support by specifying the eligibility of residential, commercial and/or industrial projects. The City negotiates property tax exemptions on new property tax from investment for up to 100% for up to fifteen years based on the amount of investments made to renovate or construct buildings within a CRA. Taxes are abated on the increase in taxable value resulting from the investment is not included (or included at a lesser amount) in the taxable value used for property tax computation for the taxpayer. For commercial projects, job retention and/or creation is also required. Agreements must be in place before the project begins. Provisions for recapturing property tax exemptions, which can be used at the discretion of the City, are pursuant to ORC Section 9.66(C)(1) and 9.66(C)(2). During 2019, the amount of property tax revenue forgone under the CRA program was \$3,014,000.

# Job Creation Tax Credit (JCTC) Program

Pursuant to ORC 718.15, the City, by ordinance, may grant a refundable or nonrefundable credit against its tax on income to taxpayers to foster job creation in the city. Tax credits granted under this section of the ORC are measured as a percentage of the new income tax revenue the City derives from new employees of the taxpayer and are for a term not to exceed fifteen years. Tax credits are applied against the taxpayer's annual income tax filing. It is required that the City and the taxpayer enter into an agreement specifying all the conditions of the credit prior to passage of the ordinance granting the credit. The City currently has JCTC agreements with 55 Cincinnati businesses (taxpayers). The tax credit percentage and term of the specific agreements is based upon the amount of new investment and the number of jobs created as a result of an identified project. JCTC agreements include specific language for refund of the credits should the terms of the agreement not be met by the taxpayer. During 2019, the amount of income tax revenue forgone under the JCTC program was \$6,564,000.

# 12. SHORT-TERM DEBT – BOND ANTICIPATION NOTES

The City issues bond anticipation notes in advance of issuance of bonds, depositing the proceeds in its capital projects fund. These notes are necessary to provide adequate funds at the time needed to support contracts for the improvements prior to issuance of the related bonds.

The General Obligation and Revenue Bond Anticipation Notes issued during the period and outstanding at fiscal year-end include \$205,000 in City issued notes that were purchased by the City. For an explanation of the presentation of these notes in the financial statements, refer to Note 5 on Inter-fund Assets and Liabilities. A municipal income tax supported general obligation note of \$9,100,000 was issued externally in January of 2019.

(Amounts in Thousands)	Beginning			<b>Ending</b>
	<b>Balance</b>	<u>Issued</u>	Redeemed	Balance
Governmental Activities				
Revenue Bond Anticipation Notes	\$ 2,000		\$ 2,000	
General Obligation Bond Anticipation Notes	56,124	\$ 12,920	7,785	\$ 61,259
	\$ 58,124	\$ 12,920	\$ 9,785	\$ 61,259
Business Activities				
General Obligation Bond Anticipation Notes	\$ 478	\$ 205	\$ 478	\$ 205

# 13. RESTRICTED ASSETS

The balance of the restricted asset accounts in the enterprise funds are as follows:

(Amounts in Thousands)	
Revenue bond Construction Account - Water Works	\$ 2,653
Revenue bond Reserve Account - Water Works	133,403
Customer Deposits - Water Works	9,884
Construction Account - Other - Water Works	 63,369
	\$ 209,309

**CAPITAL ASSETS** 

14.

Capital asset activity for the fiscal year ended June 30, 2019 was as follows:

(Amounts in Thousands)	В	eginning						Ending
Governmental Activities:	<u>I</u>	Balance_	<u>Ir</u>	ncreases_	De	ecreases	I	Balance_
Capital assets, not being depreciated:								
Land	\$	200,072	\$	184	\$	(501)	\$	199,755
Construction in Progress		171,979		66,126		(29,022)		209,083
Total capital assets, not being depreciated		372,051		66,310		(29,523)		408,838
Capital assets, being depreciated:								
Buildings		306,570		311				306,881
Improvements other than buildings		532,195		56		(11,626)		520,625
Machinery and Equipment		185,675		8,743		(4,212)		190,206
Property acquired under capital leases		26,560		4,147		(66)		30,641
Infrastructure		1,313,952		24,037		(780)		1,337,209
Total capital assets, being depreciated		2,364,952		37,294		(16,684)	2	2,385,562
Less accumulated depreciation for:								
Buildings		(175,959)		(9,006)				(184,965)
Improvements other than buildings		(305,961)		(15,980)		11,626		(310,315)
Machinery and Equipment		(139,448)		(9,954)		4,061		(145,341)
Property acquired under capital leases		(5,735)		(3,257)		40		(8,952)
Infrastructure		(608,489)		(45,910)		69		(654,330)
Total accumulated depreciation	(	1,235,592)		(84,107)		15,796	(	1,303,903)
Total capital assets, being depreciated, net		1,129,360		(46,813)		(888)		1,081,659
Governmental-type Activities capital assets, net	\$	1,501,411	\$	19,497	\$	(30,411)	\$ 1	1,490,497

(Amounts in Thousands)	Beginning					Ending
<b>Business-type Activities:</b>	Balance	<u>I</u> :	ncreases	De	ecreases	Balance
Capital assets, not being depreciated:						
Land	\$ 44,070	)				\$ 44,070
Construction in Progress	115,350	5 \$	55,862	\$	(58,329)	112,889
Total capital assets, not being depreciated	159,420	5	55,862		(58,329)	156,959
Capital assets, being depreciated:						
Buildings	373,23	1	985			374,219
Improvements other than buildings	1,248,933	3	47,303		(1,414)	1,294,822
Machinery and Equipment	316,452	2	11,396		(2,313)	325,535
Property acquired under capital leases	2,178	3			(20)	2,158
Total capital assets, being depreciated	1,940,79	7	59,684		(3,747)	1,996,734
Less accumulated depreciation for:						
Buildings	(217,722	2)	(6,196)			(223,918)
Improvements other than buildings	(320,34)	3)	(19,070)		362	(339,051)
Machinery and Equipment	(221,120	5)	(11,711)		2,270	(230,567)
Property acquired under capital leases	(2,07:	5)	(103)		20	(2,158)
Total capital assets, being depreciated	(761,260	6)	(37,080)		2,652	(795,694)
Total capital assets, being depreciated, net	1,179,53	1	22,604		(1,095)	1,201,040
Business-type Activities capital assets, net	\$ 1,338,95	7 \$	78,466	\$	(59,424)	\$ 1,357,999

Depreciation expense was charged to functions/programs of the City as follows: (Amounts in Thousands)

reality in Theasunas)	
Governmental activities:	
General Government	\$ 3,632
Community Development	4,816
Recreation	5,845
Police	4,093
Transportation and Engineering	41,882
Public Services	12,627
Public Health	603
Parks	6,076
Fire	2,840
Capital assets held by the City's internal service funds are charged	
to the various functions based on their usage of the assets	1,693
Total depreciation expense - governmental activities:	\$ 84,107
Total depreciation expense - governmental activities:	\$ 84,107
Total depreciation expense - governmental activities:  Business-type activities:	\$ 84,107
	\$ 84,107 25,114
Business-type activities:	
Business-type activities: Water Works	 25,114
Business-type activities: Water Works Parking Facilities	 25,114 2,377
Business-type activities: Water Works Parking Facilities Convention Center	 25,114 2,377 4,414
Business-type activities: Water Works Parking Facilities Convention Center General Aviation	 25,114 2,377 4,414 716
Business-type activities: Water Works Parking Facilities Convention Center General Aviation Municipal Golf	 25,114 2,377 4,414 716 888

(Amounts in Thousands)				Required
	Project	Expended to		Future
Administering Department	<b>Authorizations</b>	6/30/2019	Committed	<b>Financing</b>
Transportation and Engineering	\$ \$ 180,703	\$ 101,674	\$ 79,029	\$ 39,003
Community Development	78,786	58,397	20,389	2,679
Recreation	10,442	5,754	4,688	
Police	6,287	5,275	1,012	264
Fire	893	817	76	
Parks	12,278	5,814	6,464	150
Public Services	37,585	24,189	13,396	1,697
Other	9,940	7,163	2,777	1
Total	\$ 336,914	\$ 209,083	\$ 127,831	\$ 43,794

Required future financing represents Federal, State and City commitments in support of City projects.

Business Activities Construction in Progress at June 30, 2019 is comprised of the following:

(Amounts in Thousands)		Project	E	xpended			I	Required
Enterprise Fund	Au	thorization	to	o 6/30/19	<u>C</u>	<u>ommitted</u>	<u>Futu</u>	re Financing
Water Works	\$	222,817	\$	91,601	\$	131,216		
Parking Facilities		5,186		3,035		2,151		
Convention Center		7,372		5,594		1,778	\$	1,176
General Aviation		5,552		5,152		400		2,117
Municipal Golf		1,611		586		1,025		
Stormwater Management		7,009		6,921		88		
Total	\$	249,547	\$	112,889	\$	136,658	\$	3,293

#### 15. RECEIVABLES

Accounts Receivable are presented in the financial statements net of the allowance for uncollectible accounts. The uncollectible accounts related to the General Fund at June 30, 2019, are as follows: Taxes Receivable (\$1,006,000) and other accounts receivable (\$67,441,000). The uncollectible accounts related to the Debt Service Fund at June 30, 2019 are Taxes Receivable (\$1,416,000). The balance for the allowance for uncollectible accounts in the Capital Projects Fund at June 30, 2019 is (\$322,000). The balance of the allowance accounts for Special Revenue Funds is (\$3,553,000) as of June 30, 2019. The balances of the allowance accounts of the proprietary funds as of June 30, 2019 are as follows: Water Works (\$5,685,000), Municipal Golf (\$13,000), General Aviation (\$39,000), Parking Facilities (\$43,000) and Stormwater Management (\$1,607,000).

Loans receivable of the special revenue funds are made from revolving type loan accounts financed by allocations from the City's Community Development Block Grant (CDBG). These loans are secured by liens on the property. Federal regulations provide that the grantor maintains the ownership of the City's CDBG funded revolving loan portfolio; accordingly, revolving loan fund transactions do not affect the operating statement. A portion of the special revenue loans, with a value of \$27,328,000, were made from Housing and Urban Development Section 108 funds and do not involve a revolving type loan account. The loans are repaid to the federal government. If the borrower fails to repay the loan, the City's CDBG funds may be used to repay the federal government. The total amount receivable for the special revenue loans is offset by an allowance for uncollectible loans receivable. Special revenue loans receivable at June 30, 2019 total \$53,116,000.

In addition, the special revenue funds have a loan receivable from Cincinnati Landmark Productions. In 2014, the City entered into a loan agreement with Cincinnati Landmark Productions for \$4.2 million. The loan is to be repaid over a 23-year period at 1.02% interest.

Below is the repayment schedule. Interest payments of \$43,000 were received in fiscal year 2019.

(Amounts in Thousands)									
Fiscal Year	Pı	rincipal	Int	terest	-	<u> Fotal</u>			
2020			\$	43	\$	43			
2021				43		43			
2022	\$	199		42		241			
2023		245		40		285			
2024		247		37		284			
2025-2029		1,276		148		1,424			
2030-2034		1,343		82		1,425			
2035-2038		890		16		906			
Total	\$	4,200	\$	451	\$	4,651			

The special revenue funds also have a loan receivable from Westwood Town Hall. In 2017, the City entered into a loan agreement with Westwood Town Hall for \$4 million. The loan is to be repaid over a 22-year period at 1% interest. Below is the repayment schedule. Interest payments of \$40,000 were received in fiscal year 2019.

(Amounts in Th	ousa	ands)			
Fiscal Year	P	rincipal	Ir	terest	 Total
2020			\$	40	\$ 40
2021				40	40
2022				40	40
2023				40	40
2024				40	40
2025-2029	\$	1,267		170	1,437
2030-2034		1,332		105	1,437
2035-2038		1,401		37	1,438
Total	\$	4,000	\$	512	\$ 4,512

Loans receivable of the capital project funds receive similar treatment to the special revenue funds' loans receivable, in that the total amount receivable is offset by an allowance for uncollectible loans receivable. The allowance for uncollectible loans at June 30, 2019 is \$17,620,000. This amount is related to forgivable housing loans and downtown development loans.

Also recorded in the capital project funds is a loan receivable with the City of Blue Ash. The City sold 130 acres of the Blue Ash Airport property to the City of Blue Ash for \$37,250,000. The original sales agreement was amended in 2012 per Ordinance 302-2012. There was an initial payment of \$6,000,000 and in fiscal years 2015 to 2017 a payment of \$1,000,000 was received each year. The payments for the remaining 18 fiscal years will be as follow from August 31, 2019 to August 1, 2036: fiscal years 2020-2027 - \$1,250,000 annually and fiscal years 2028-2037 - \$1,500,000 annually. The City of Cincinnati has completed remedial action work at the Blue Ash Airport at a total cost of \$1,856,000.

#### (Amounts In Thousands)

Fiscal Year	Principal	<u>Interest</u>	<u>Total</u>
2020	\$ 888	\$ 362	\$ 1,250
2021	846	404	1,250
2022	806	444	1,250
2023	767	483	1,250
2024	731	519	1,250
2025-2029	3,399	3,351	6,750
2030-2034	2,975	4,525	7,500
2035-2037	1,466	3,034	4,500
Total	\$ 11,878	\$ 13,122	\$ 25,000

Within the debt service fund the City has recorded a loan with Graeter's. In 2009, the City entered into a loan agreement with Graeter's for \$10 million. The loan is to be repaid over a 20-year period at 2% interest in year 1 and 2 and 4% interest in the remaining years. Below is the repayment schedule. Two principal and interest payments each for \$392,000 were received in fiscal year 2019.

Amounts in Thousands	(	Amounts	in	Thousands	)
----------------------	---	---------	----	-----------	---

Fiscal Year		<b>Principal</b>		<u>Interest</u>		_	<u> Fotal</u>
2020		\$	522	\$	262	\$	784
2021			544		241		785
2022			566		219		785
2023			589		196		785
2024			613		172		785
2025-2029			3,455		468		3,923
2030			384		8		392
	Total	\$	6,673	\$	1,566	\$	8,239

# 16. CONTINGENT LIABILITIES

#### **Federal and State Grants**

The City has received Federal and State grants of approximately \$42 million for specific purposes that are subject to review and audit by the grantor agencies or their designee. Such audits could lead to a request for reimbursement to the grantor agency for expenditures disallowed under terms of the grant. Such disallowances have been immaterial in prior years.

# Litigation

Various claims and lawsuits are pending against the City as of June 30, 2019. A liability of \$24 million was recorded for those claims and judgments as of June 30, 2019. Over the past decade, the City has averaged annual payments of \$919,000 for claim and lawsuit settlements. Adequate funds have been provided to meet the claims paid from the General Fund, restricted funds and the sale of debt. The City Administration believes there is no foreseen problem in having adequate resources to settle presently known cases.

95

# **Pollution Remediation Liability**

Currently pollution remediation is occurring at the Providence North, Canal Ridge Road, and Center Hill sites. Center Hill and Canal Ridge Road involve landfill remediation while Providence North is for contaminated property. The West Fork incinerator has been identified as a future asbestos remediation project. In the entity wide statement, governmental activities has recognized \$1,665,000 for pollution remediation liability in the accrued liabilities account.

#### 17. RISK MANAGEMENT

The City is exposed to various risks of loss related to torts; theft of, damage to, or destruction of assets; errors and omissions; injuries to employees; employee health claims; unemployment compensation claims; property tax appeals and environmental damage. The City purchases commercial insurance to cover losses due to: theft of, damage to, or destruction of assets and purchases general liability insurance for specific operations and professional liability insurance for certain operations. All other risks of loss are self-insured by the City. There has been no reduction in insurance coverage in fiscal year 2019. Insurance settlements for claims resulting from the risks covered by commercial insurance have not exceeded the insurance coverage in any of the past three years. The property insurance is accounted for in the internal service fund, titled "Self Insurance – Risk Management".

The City of Cincinnati provides a health insurance plan for its employees. The plan is self-insured and accounted for as an internal service fund. This internal service fund, titled "Self Insurance – Risk Management" has been in existence since 1980. Operating funds are charged a monthly rate per employee, by type of coverage.

In 1990, the City began to account for and finance its risk of loss due to workers' compensation claims and established an internal service fund titled "Self Insurance - Workers' Compensation". The city pays worker's comp claims on a per claim basis except a small portion that is paid through the State of Ohio Bureau of Workers' Compensation. All funds of the City participate in the program and make payments to the internal service fund based on the experience premium that would normally be charged by the Bureau of Workers' Compensation. Policy years 1989 through 2000 were financed through the retrospective rating program. Policy years 2001 and 2002 were financed through the fully insured program with the State Fund workers' compensation program. Beginning with policy year 2003, the City elected to be fully self-insured for workers' compensation. All of the City's workers' compensation liabilities are funded within the "Self-Insurance –Workers' Compensation" fund. Changes in the balances of claims liabilities and claims adjustment expenses during fiscal years 2019 and 2018 are as follows:

(Amounts in Thousand	ds)					Water	Wo	orks	F	arking	Fac	ilities		Munici	pal	Golf	Sto	orm	wate	r
	(	General	l Fur	nd		Fı	and			Fu	ınd			Fu	and			Fu	nd	
	2	2019	20	18	2	2019	2	2018	2	2019		2018	2	2019	2	2018	2019	)	2	018
Beginning Balance	\$	96	\$ .	305	\$	230	\$	260	\$	6			\$	7						
Current-Year Claims																				
Claims and																				
Changes in																				
Estimates		1,658	(	607		1,528		63			\$	6	\$	(7)	\$	7	\$	8	\$	38
Claim Payments	(	(1,494)	(3	816)		(79)		(93)		(4)									\$	(38)
Ending Balance	\$	260	\$	96	\$	1,679	\$	230	\$	2	\$	6			\$	7	\$	8		

(Amounts in Thousand	ds)				Self In	surance	Wor	kers'	Governmental			
	Special Revenue		Risk Management		Compensation		Activities		Entity Wide			
		Fun	ds		Fund		Fund		Obligations		Totals	
	2	019	2	018	2019	2018	2019	2018	2019	2018	2019	2018
Beginning Balance	\$	30	\$	14	\$ 7,929	\$ 7,983	\$ 15,903	\$ 14,046	\$ 3,279	\$ 3,169	\$ 27,480	\$ 25,777
Current-Year Claims												
Claims and												
Changes in												
Estimates		23		50	75,922	80,621	(3,259)	7,152	458	926	76,331	89,470
Claim Payments		(17)		(34)	(75,890)	(80,675)	(302)	(5,295)	(816)	(816)	(78,602)	(87,767)
Ending Balance	\$	36	\$	30	\$ 7,961	\$ 7,929	\$ 12,342	\$ 15,903	\$ 2,921	\$ 3,279	\$ 25,209	\$ 27,480

The claims liabilities at June 30, 2019 for the Internal Service Funds above (Self-Insurance Risk Management and Workers Compensation) are included in the following liabilities in the balance sheet:

# (Amounts in Thousands)

`	nsurance anagement	Self-Insurance Workers' Compensation			
Accounts Payable	\$ 712				
Accrued Liabilities		\$	399		
Estimated Liability For Unpaid Claim	 7,249		11,943		
Total	\$ 7,961	\$	12,342		

# 18. SERVICE CONCESSION ARRANGEMENTS

The City has two service concession arrangements. The Fountain Square North Parking Garage was leased in "as is" condition for an upfront payment of \$7.5 million and annual rent payments of \$100 for a period of 40 years beginning in 2005. The upfront payment is reported as deferred inflow. The current period revenue recognition is \$187,500 and the balance in deferred inflows of resources at June 30, 2019 is \$4.7 million. In addition, Fountain Square LLC made \$7.9 million in improvements to the parking garages. These improvements are included in the capital assets of the Parking Facilities Fund. The Net book value at June 30, 2019 was \$5.4 million. The current period revenue recognition is \$198,000.

During fiscal year 2015 the Fountain Square South Garage was leased to the Port Authority "as is" for 30 years. Improvements of \$1.2 million were made by the Port Authority to the garage and these improvements are included in improvements of the Parking Facilities Fund. The current period revenue recognition is \$46,000. The book value at June 30, 2019 was \$1.1 million.

97

# 19. SUBSEQUENT EVENTS

In December 2019 the City plans to issue \$45,825,000 of new general obligation bonds. The City Council approved the following debt ordinances in April and June of 2019:

(Amounts in Thousands)

			Amount
Date	Debt Type	Purpose	Authorized
4/24/2019	General Obligation Bonds	Street Improvement	\$ 7,600,000
6/19/2019	General Obligation Bonds	Street Improvement	10,450,000
6/19/2019	General Obligation Bonds	Public Buildings	1,300,000
6/19/2019	General Obligation Bonds	Equipment	11,250,000
6/19/2019	General Obligation Bonds	Stormwater	7,725,000
6/19/2019	*Anticipation Notes	Street Improvement	14,790,500
6/19/2019	*Anticipation Notes	Recreation	2,905,000
6/19/2019	*Anticipation Notes	Parks	2,009,000
6/19/2019	*Anticipation Notes	Public Buildings	2,148,000
6/19/2019	Anticipation Notes	Street Improvement	7,500,000
6/19/2019	General Obligation Bonds	Refunding	75,000,000
6/19/2019	General Obligation Bonds	Refunding	80,000,000
6/19/2019	Revenue Bonds	Refunding	80,000,000
	4/24/2019 6/19/2019 6/19/2019 6/19/2019 6/19/2019 6/19/2019 6/19/2019 6/19/2019 6/19/2019 6/19/2019 6/19/2019	Date Debt Type  4/24/2019 General Obligation Bonds 6/19/2019 *Anticipation Notes 6/19/2019 *Anticipation Notes 6/19/2019 *Anticipation Notes 6/19/2019 *Anticipation Notes 6/19/2019 Anticipation Notes 6/19/2019 General Obligation Bonds 6/19/2019 General Obligation Bonds 6/19/2019 Revenue Bonds	4/24/2019 General Obligation Bonds 6/19/2019 *Anticipation Notes 6/19/2019 Anticipation Notes 6/19/2019 General Obligation Bonds

<sup>\*</sup> The Anticipation Notes will be paid off by the rent on the Southern Ohio Railway

#### 20. DEFINED BENEFIT PENSION PLANS

City employees are covered by one of three pension systems: the Ohio Police and Fire Pension Fund (OP&F), the Ohio Public Employees Retirement System (OPERS), and the City of Cincinnati's Retirement System (CRS). OP&F and OPERS are cost-sharing multiple-employer defined benefit pension plans. CRS is accounted for as a single-employer defined benefit pension plan.

# Net Pension Liability

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the pension plans and additions to/deductions from their fiduciary net position have been determined on the same basis as they are reported by the retirement systems. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. The retirement systems report investments at fair value.

The net pension liability reported on the statement of net position represents a liability to employees for pensions. Pensions are a component of exchange transactions, between an employer and its employees, of salaries and benefits for employee services. Pensions are provided to an employee, on a deferred-payment basis, as part of the total compensation package offered by an employer for employee services each financial period. The obligation to sacrifice resources for pensions is a present obligation because it was created as a result of employment exchanges that already have occurred.

The net pension liability represents the City's actuarial present value (or with the OP&F and OPERS costsharing, multiple-employer plans, proportionate share of each pension plan's collective actuarial present value) of projected benefit payments attributable to past periods of service, net of each pension plan's fiduciary net position. The net pension liability calculation is dependent on critical long-term variables, including estimated average life expectancies, earnings on investments, cost of living adjustments and other variables. While these estimates use the best information available, unknowable future events require adjusting this estimate annually.

The City's share of each plan's unfunded benefits is presented as a long-term *net pension liability* on the accrual basis of accounting.

The net pension liabilities and related deferred outflows and inflows of resources recorded in the accrual basis financial statements as of June 30, 2019 were as follows:

# (Amounts in Thousands)

	OP&F	OPERS	CRS	Total
Net Pension Liability	\$ 592,378	\$ 18,027	\$ 486,010	\$ 1,096,415
Deferred Outflows of Resources	141,816	4,644	66,045	212,505
Deferred Inflows of Resources	553	870	2,993	4,416
Pension Expense	48,843	2,337	8,551	59,731

# A. Cost-Sharing Multiple-Employer Defined Benefit Pension Plans

The ORC limits the City's obligation for liabilities to OPERS and OP&F to annually required payments. The City cannot control benefit terms or the manner in which pensions from the cost-sharing, multiple-employer plans are financed; however, the City does receive the benefit of employees' services in exchange for compensation including pension.

GASB Statement No. 68 assumes the liability is solely the obligation of the employer, because (1) they benefit from employee services; and (2) State statute requires all funding to come from these employers. All contributions to date have come solely from these employers (which also includes costs paid in the form of withholdings from employees). State statute requires the pension plans to amortize unfunded liabilities within 30 years. If the amortization period exceeds 30 years, each pension plan's board must propose corrective action to the State legislature. Any resulting legislative change to benefits or funding could significantly affect the net pension liability. Resulting adjustments to net pension liability would be effective when the changes are legally enforceable.

# Plan Description – Ohio Public Employees Retirement System (OPERS)

Certain City employees, other than full-time police and firefighters, participate in the Ohio Public Employees Retirement System (OPERS). OPERS administers three separate pension plans. The Traditional Pension Plan is a cost-sharing, multiple-employer defined benefit pension plan. The Member-Directed Plan is a defined contribution plan and the Combined Plan is a cost-sharing, multiple-employer defined benefit pension plan with defined contribution features. While members (e.g., City employees) may elect the Member-Directed Plan and the Combined Plan, the majority of employee members are in OPERS' Traditional Pension Plan; therefore, the following disclosures focus on the Traditional Pension Plan.

99

OPERS provides retirement, disability, survivor and death benefits, and annual cost of living adjustments to members of the Traditional Pension Plan. Authority to establish and amend benefits is provided by Chapter 145 of the ORC. OPERS issues a stand-alone financial report that includes financial statements, required supplementary information and detailed information about OPERS' fiduciary net position that may be obtained by visiting https://www.opers.org/financial/reports.shtml, by writing to Ohio Public Employees Retirement System, 277 East Town Street, Columbus, OH 43215-4642, or by calling 800-222-7377.

Senate Bill (SB) 343 was enacted into law with an effective date of January 7, 2013. In the legislation, members were categorized into three groups with varying provisions of the law applicable to each group. The following table provides age and service requirements for retirement and the retirement formula applied to final average salary (FAS) for the three-member groups under the Traditional Pension Plan as per the reduced benefits adopted by SB 343 (see OPERS' CAFR referenced above for additional information):

Group A
Eligible to retire prior to
January 7, 2013 or five years
after January 7, 2013

# Group B 20 years of service credit prior to January 7, 2013 or eligible to retire ten years after January 7, 2013

# Group C Members not in other Groups and members hired on or after January 7, 2013

#### State and Local

# **Age and Service Requirements:** Age 60 with 60 months of service credit or Age 55 with 25 years of service credit

#### Formula:

2.2% of FAS multiplied by years of Service for the first 30 years and 2.5% for service years in excess of 30

#### State and Local

Age and Service Requirements: Age 60 with 60 months of service credit or Age 55 with 25 years of service credit

#### Formula:

2.2% of FAS multiplied by years of service for the first 30 years and 2.5% for service years in excess of 30

#### State and Local

**Age and Service Requirements:** Age 57 with 25 years of service credit or Age 62 with 5 years of service credit

#### Formula:

2.2% of FAS multiplied by years of service for the first 35 years and 2.5% for service years in excess of 35

Final average salary (FAS) represents the average of the three highest years of earnings over a member's career for Groups A and B. Group C is based on the average of the five highest years of earnings over a member's career.

Members who retire before meeting the age and years of service credit requirement for unreduced benefits receive a percentage reduction in the benefit amount.

When a benefit recipient has received benefits for 12 months, an annual cost of living adjustment (COLA) is provided. This COLA is calculated on the base retirement benefit at the date of retirement and is not compounded. For those retiring prior to January 7, 2013, the COLA will continue to be a 3% simple annual COLA. For those retiring subsequent to January 7, 2013, beginning in calendar year 2019, the COLA will be based on the average percentage increase in the Consumer Price Index, capped at 3%.

Funding Policy—The ORC provides statutory authority for member and employer contributions. For fiscal year 2019, member contribution rates were 10% of salary and employer contribution rates were 14%. Employer contribution rates are actuarially determined and are expressed as a percentage of covered payroll. The City's contractually required contribution was \$1,231,000 for 2019.

100

# Plan Description - Ohio Police & Fire Pension Fund (OP&F)

Certain City full-time police and firefighters participate in the OP&F, a cost-sharing, multiple-employer defined benefit pension plan administered by OP&F. OP&F provides retirement and disability pension benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by the Ohio State Legislature and are codified in Chapter 742 of the ORC. OP&F issues a publicly available financial report that includes financial information and required supplementary information and detailed information about OP&F fiduciary net position. The report may be obtained by visiting the OP&F website at www.op-f.org or by writing to the Ohio Police and Fire Pension Fund, 140 East Town Street, Columbus, OH 43215-5164.

Upon attaining a qualifying age with sufficient years of service, a member of OP&F may retire and receive a lifetime monthly pension. OP&F offers four types of service retirement: normal, service commuted, age/service commuted and actuarially reduced. Each type has different eligibility guidelines and is calculated using the member's average annual salary. The following discussion of the pension formula relates to normal service retirement.

For members hired after July 1, 2013, the minimum retirement age is 52 for normal service retirement with at least 25 years of service credit. For members hired on or before July 1, 2013, the minimum retirement age is 48 for normal service retirement with at least 25 years of service credit.

The annual pension benefit for normal service retirement is equal to a percentage of the allowable average annual salary. The percentage equals 2.5% for each of the first 20 years of service credit, 2.0% for each of the next five years of service credit and 1.5% for each year of service credit in excess of 25 years. The maximum pension of 72% of the allowable average annual salary is paid after 33 years of service credit.

Under normal service retirement, retired members who are at least 55 years old and have been receiving OP&F benefits for at least one year may be eligible for a COLA. The age 55 provision for receiving a COLA does not apply to those who are receiving a permanent and total disability benefit and statutory survivors.

Members retiring under normal service retirement, with less than 15 years of service credit on July 1, 2013, will receive a COLA equal to either 3% or the percent increase, if any, in the consumer price index (CPI) over the 12-month period ending September 30 of the immediately preceding year, whichever is less. The COLA amount for members with at least 15 years of service credit as of July 1, 2013 is equal to 3% of their base pension or disability benefit.

Funding Policy—The ORC provides statutory authority for member and employer contributions as follows:

	Police	Firefighters			
2019 Statutory Maximum Contribution Rates					
Employer	19.50	%	24.00	%	
Employee	12.25	%	12.25	%	
2019 Actual Contribution Rates					
Employer:					
Pension	19.00	<b>%</b>	23.50	%	
Post-employment Health Care Benefits	0.50	<b>%</b>	0.50	%	
Total Employer	19.50	% =	24.00	%	
Employee	12.25	<b>%</b>	12.25	%	

Employer contribution rates are expressed as a percentage of covered payroll. The City's contractually required contribution was \$35,101,000 for 2019.

OP&F informed the City that the City's only unfunded prior service cost is the deficiency existing at the time the OP&F (the Fund) was established in 1967 as determined by actuarial evaluation. On March 1, 2000, the City sold bonds for the refunding of the City's obligation for the employer's accrued liability. Pursuant to Section 742.30 of the ORC, the City and OP&F entered into an agreement which permitted the City to make a one-time payment to OP&F for the purpose of extinguishing the City's obligation to OP&F for the employer's accrued liability. The payment amount was \$41,455,000, which represents 68% of the first \$500,000 of the employer's accrued liability and 80% of the balance, plus accrued interest on the full amount of such accrued liability from March 1, 2000 to date of payment.

# Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

The net pension liability for OPERS was measured as of December 31, 2018 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. OP&F's total pension liability was measured as of December 31, 2018 and was determined by rolling forward the total pension liability as of January 1, 2018, to December 31, 2018. The City's proportion of the net pension liability was based on the City's share of contributions to the pension plan relative to the contributions of all participating entities.

Following is information related to the proportionate share (amounts in thousands):

		PERS	OP&F		
Proportionate Share of Net Pension Liability	\$	18,027	\$	592,378	
Proportion of Net Pension Liability	(	0.065821%		7.25719%	
Change in Proportion	-(	0.003008%		0.05165%	
Pension Expense	\$	2,337	\$	48,843	

At June 30, 2019, the City reported deferred outflows of resources and deferred inflows of resources related to pension from the following sources (Amounts in Thousands):

	OPERS		 OP&F
<b>Deferred Outflows of Resources</b>			
Differences between expected and			
actual experience	\$	1	\$ 24,338
Net difference between projected and			
actual earnings on pension plan			
investments		2,447	72,981
Change in assumptions		1,570	15,705
Change in City's proportionate share and			
difference in employer contributions		4	11,493
City contributions subsequent to the			
measurement date		622	 17,299
Total Deferred Outflows of Resources	\$	4,644	\$ 141,816
	<u>O</u>	PERS	 OP&F
Deferred Inflows of Resources			
Differences between expected and			
actual experience	\$	237	\$ 553
Change in City's proportionate share and			
difference in employer contributions		633	
Total Deferred Inflows of Resources	\$	870	\$ 553

\$17,921,000 reported as deferred outflows of resources related to pension resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the fiscal year ending June 30, 2020.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pension will be recognized in pension expense as follows (Amounts in Thousands):

	 OPERS	OP&F		
Fiscal Year Ending June 30:				
2020	\$ 1,174	\$	39,388	
2021	613		23,429	
2022	227		25,010	
2023	1,138		34,069	
2024			2,068	
	\$ 3,152	\$	123,964	

# Actuarial Assumptions – OPERS

Actuarial valuations of an ongoing plan involve estimates of the values of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality and cost trends. Actuarially determined amounts are subject to continual review or modification as actual results are compared with past expectations and new estimates are made about the future.

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employers and plan members) and include the types of benefits provided at the time of each valuation. The total pension liability in the December 31, 2018 actuarial valuation was determined using the following actuarial assumptions:

Wage inflation 3.25%

Future salary increases,

3.25% to 10.75%

Including inflation 3.2576 to 10.7576

COLA or Ad Hoc COLA Pre 1/7/2013 retirees: 3%;

Post 1/7/2013 retirees: 3% simple through 2018, then

2.15% simple

Current measurement period

investment rate of return 7.20%
Prior measurement period 7.50%
investment rate of return

Actuarial cost method Individual entry age

Pre-retirement mortality rates are based on the RP-2014 Employees mortality table for males and females, adjusted for mortality improvement back to the observation period base year of 2006. Post-retirement mortality rates are based on the RP-2014 Health Annuitant mortality table for males and females, adjusted for mortality improvement back to the observation period base year of 2006. Post-retirement mortality rates for disabled retirees are based on the RP-2014 Disabled mortality table for males and females, adjusted for mortality improvement back to the observation period base year of 2006. The base year for males and females was then established to be 2015 and 2010, respectively, for to all of the above described tables. Mortality rates for a particular calendar year are determined by applying the MP-2015 mortality improvement scale to all of the above described tables.

The most recent experience study was completed for the five-year period ended December 31, 2015.

The long-term rate of return on defined benefit investment assets was determined using a building-block method in which best-estimate ranges of expected future real rates of return are developed for each major asset class. These ranges are combined to produce the long-term expected real rate of return by weighting the expected future real rates of return by the target asset allocation percentage, adjusted for inflation.

During 2018, OPERS managed investments in three investment portfolios: the Defined Benefit portfolio, the Health Care portfolio, and the Defined Contribution portfolio. The Defined Benefit portfolio contains the investment assets for the Traditional Pension Plan, the defined benefit component of the Combined Plan and the annuitized accounts of the Member-Directed Plan. Within the Defined Benefit portfolio, contributions into the plans are all recorded at the same time, and benefit payments all occur on the first of the month. Accordingly, the money-weighted rate of return is considered to be the same for all plans within the portfolio. The annual money-weighted rate of return expressing investment performance, net of investment expenses and adjusted for the changing amounts actually invested, for the Defined Benefit portfolio is 2.94% for 2018.

The allocation of investment assets with the Defined Benefit portfolio is approved by the Board of Trustees as outlined in the annual investment plan. Plan assets are managed on a total return basis with a long-term objective of achieving and maintaining a fully funded status for the benefits provided through the defined benefit pension plans. The table below displays the Board-approved asset allocation policy for 2018 and the long-term expected real rates of return:

Asset Class	Target Allocation	Weighted Average Long-Term Expected Real Rate of Return (Arithmetic)
Fixed Income	23.00%	2.79%
Domestic Equities	19.00%	6.21%
Real Estate	10.00%	4.90%
Private Equity	10.00%	10.81%
International Equities	20.00%	7.83%
Other Investments	18.00%	<u>5.50%</u>
Total	100.00%	<u>5.95%</u>

**Discount Rate.** The discount rate used to measure the total pension liability was 7.2%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and those of the contributing employers are made at the statutorily required rates. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate. The following table represents the City's proportionate share of the net pension liability calculated using the current period discount rate assumption of 7.2%, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one-percentage point lower (6.2%) and one-percentage point higher (8.2%) than the current rate (amounts in thousands):

			(	Current		
	1%	Decrease	D	iscount	1% Increas	
	(6.2%)		Rate	e of 7.2%	(8.2%)	
City's proportionate share of						
the net pension liability	\$	26,631	\$	18,027	\$	10,877

# Actuarial Assumptions – OP&F

OP&F's total pension liability as of December 31, 2018 is based on the results of an actuarial valuation date of January 1, 2018 and rolled-forward using generally accepted actuarial procedures. The total pension liability is determined by OP&F's actuaries in accordance with GASB Statement No. 67, as part of their annual valuation. Actuarial valuations of an ongoing plan involve estimates of reported amounts and assumptions about probability of occurrence of events far into the future. Examples include assumptions about future employment mortality, salary increases, disabilities, retirements and employment terminations.

Actuarially determined amounts are subject to continual review and potential modifications, as actual results are compared with past experiences and new estimates are made about the future. Based on the experience study completed as of December 31, 2016, changes in demographic and economic actuarial assumptions were made. Assumptions considered were: withdrawal rates, disability retirement, service retirement, DROP elections, mortality, percent married and forms of payment, DROP interest rate, CPI-based COLA, investment returns, salary increases and payroll growth.

Key methods and assumptions used in calculating the total pension liability in the current and prior measurement dates are as follows:

Valuation date	January 1, 2018 with actuarial liabilities rolled forward to December 31, 2018
Actuarial assumption experience study	5-year period ended December 31, 2016
date	
Actuarial cost method	Entry age normal
Investment rate of return	8.00%
Cost-of-living adjustments	3% simple; 2.2% simple for increases based on the
	lesser of the increase in CPI and 3%
Salary increases	3.75% to 10.50%
Payroll growth	Inflation rate of 2.75% plus productivity increase rate
	of 0.5%

Mortality for non-disabled participants is based on the RP-2014 Total Employee and Healthy Annuitant Mortality Tables rolled back to 2006, adjusted according to the rates in the following table, projected with the Buck Modified 2016 Improvement Scale. Rates for surviving beneficiaries are adjusted by 120%.

Age	Police	Fire
67 or less	77%	68%
68-77	105%	87%
78 and up	115%	120%

Mortality for disabled retirees is based on the RP-2014 Disabled Mortality Tables rolled back to 2006, adjusted according to the rates in the following table, and projected with the Buck Modified 2016 Improvement Scale.

Age	Police	Fire
59 or less	35%	35%
60-69	60%	45%
70-79	75%	70%
80 and up	100%	90%

The long-term expected rate of return on pension plan investments was determine using a building-block approach and assumes a time horizon, as defined in OP&F's Statement of Investment Policy. A forecasted rate of inflation serves as the baseline for the return expectation. Various real return premiums over the baseline inflation rate have been established for each asset class. The long-term expected nominal rate of return has been determined by calculating a weighted average of expected real return premiums for each asset class, adding the projected inflation rate and adding the expected return from rebalancing uncorrelated asset classes.

Best estimates of the long-term expected geometric real rates of return for each major asset class included in OP&F's target asset allocation as of December 31, 2018 are summarized below:

		Long-Term
		Expected
	Target	Real Rate
Asset Class	Allocation	of Return
Cash and cash equivalents	0.0%	0.80%
Domestic equity	16.0%	5.50%
Non-U.S. equity	16.0%	5.90%
Private markets	8.0%	8.40%
Core fixed income*	23.0%	2.60%
High yield fixed income	7.0%	4.80%
Private credit	5.0%	7.50%
U.S. inflation linked bonds*	17.0%	2.30%
Master limited partnerships	8.0%	6.40%
Real assets	8.0%	7.00%
Private real estate	12.0%	6.10%
	120.0%	

Note: Assumptions are geometric. \* Levered 2x

OP&F's Board of Trustees has incorporated the risk parity concept into OP&F's asset liability valuation with the goal of reducing equity risk exposure, which reduces overall Total Portfolio risk without sacrificing return and creating a more risk-balanced portfolio based on their relationship between asset classes and economic environments. From the notional portfolio perspective above, the Total Portfolio may be levered up to 1.20 times due to the application of leverage in certain fixed income asset classes.

**Discount Rate.** The total pension liability was calculated using the discount rate of 8.0%. The projection of cash flows used to determine the discount rate assumed the contributions from employers and from the members would be computed based on contribution requirements as stipulated by State statute. Projected inflows from investment earnings were calculated using the longer-term assumed investment rate of return of 8.0%. Based on those assumptions, the plan's fiduciary net position was projected to be available to make all future benefit payments of current plan members. Therefore, a long-term expected rate of return on pension plan investments was applied to all periods of projected benefits to determine the total pension liability.

**Sensitivity of the City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate.** Net pension liability is sensitive to changes in the discount rate, and to illustrate the potential impact the following table presents the net pension liability calculated using the discount rate of 8.0%, as well as what the net pension liability would be if it were calculated using a discount rate that is one-percentage point lower (7.0%) or one-percentage point higher (9.0%) than the current rate (amounts in thousands):

	Current					
	1% Decrease		Discount		1% Increase	
		(7.0%)	Rat	te of 8.0%		(9.0%)
City's proportionate share of						
the net pension liability	\$	778,640	\$	592,378	\$	436,729

# B. Single-Employer Defined Benefit Pension Plan

### Plan Description – City of Cincinnati Retirement System (CRS)

Employees who do not participate in either OPERS or OP&F participate in CRS. CRS is accounted for as a single-employer defined benefit pension plan. CRS provides retirement and disability benefits, annual cost of living adjustments, and death benefits to plan members and beneficiaries. CRS is considered part of the City of Cincinnati's financial reporting entity and is included in the City's financial report as a pension trust fund. No separate financial report is issued. Note 22 provides information on CRS as of June 30, 2019 on the plan as a whole. Article XV of the Administrative Code of the City of Cincinnati provides the statutory authority vesting the general administration and responsibility for the proper operation of the System in the Board of Trustees of the CRS.

Information in the remainder of this Note is provided for the City's portion being reported in governmental activities and proprietary funds with a measurement date of June 30, 2018. Amounts related to the Metropolitan Sewer District (MSD), an agency fund of the City, which also participates in and contributes to CRS, were excluded since MSD reports its portion as an enterprise fund of Hamilton County, Ohio.

A major plan revision was approved by the City Council on March 16, 2011 and adopted by the CRS's Board. The plan allows for a two and half year transition period from July 1, 2011 to January 1, 2014. Active members who are eligible or become eligible to retire and elect to retire during this transition period can retire with 30 years of creditable service or at age 60 with at least five years of creditable service and will receive benefits according to the current plan as described below.

A Collaborative Settlement Agreement (CSA) was executed on May 7, 2015 and approved by the United States District Court on October 5, 2015. The CSA impacts employees who were retired on or before July 1, 2011 and employees who were in service on July 1, 2011 and who were vested (had 5 years' service credit) on that date. Employees who are members of the CRS who did not meet those criteria remained subject to the plan provisions adopted in Ordinances No 84-2011 and 85-2011.

108

The CSA implemented a number of changes to the CRS, including, but not limited to:

- Normal retirement eligibility;
- Early retirement eligibility;
- Retiree healthcare eligibility;
- Cost of living adjustments payable to retirees;
- Establishment of a Deferred Retirement Option Program (DROP);
- Creation of a 115 Trust for retiree healthcare benefits;
- Changes to the composition of the Board of Trustees; and
- Payoff of the 2007 Early Retirement Incentive Program (ERIP) liability.

Groups C& D Eligible to retire on or before July 1, 2011; or December 31, 2013	o retire on or Eligible to retire on or Hired before January 1, 2010 y 1, 2011; or before December 31, 2013 and not eligible for other		Group G Hired on or after January 1, 2010	
Normal Retirement: Age 60 with 5 years of service, or any age with 30 years of service	Normal Retirement: Age 60 with 5 years of service, or any age with 30 years of service	Normal Retirement: Age 60 with 5 years of service, or any age with 30 years of service	Normal Retirement: Age 67 with 5 years of service, or age 62 with 30 years of service	
Early Retirement: Age 55 with 25 years of service	<b>Early Retirement:</b> Age 55 with 25 years of service	Early Retirement: Age 55 with 25 years of service	Early Retirement: Age 57 with 15 years of service	
Benefit Formula:	Benefit Formula: 2.5% of FAS times years of	Benefit Formula: 2.5% of FAS times years of	Benefit Formula:	
2.5% of FAS times years of service	service up to greater of 20 years or years of service as of July 1, 2011, and 2.2% thereafter	service up to greater of 20 years or years of service as of July 1, 2011, and 2.2% thereafter	2.2% of FAS times years of service	

Average Highest Compensation (AHC) represents the average of the highest three consecutive years of earnings for Groups C and D. Group E will have a AHC with two separate components based upon the average of the highest three consecutive years of earnings for service through December 31, 2013 and the highest five consecutive years of earnings for service after January 1, 2014. Group F will have a AHC with two components based upon the average of the highest three consecutive years of earnings for service through June 30, 2011 and the highest five consecutive years of earnings for service after July 1, 2011. Group G is based on the average of the highest five consecutive years of earnings. Upon retirement, members will not receive a COLA for the first three retirement anniversary dates. Thereafter, a 3% simple COLA benefit will be provided. A COLA poverty exception is available for members who meet certain financial requirements.

Membership in CRS as of the December 31, 2017 valuation date was as follows:

Retired participants and beneficiaries	
currently receiving benefits	4,233
Terminated participants and beneficiaries	
entitled to benefits but not yet receiving	
benefits	211
Inactive participants	8,472
Active participants:	
Full-time	3,029
Part-time	742
Total	16,687

Funding Policy—Each member contributes at a rate of 9.0% of his pensionable wages for fiscal year 2019. The percent contributed by employees is provided by Chapter 203 Section 73 of the Cincinnati Municipal Code. The City makes employer contributions based on a percentage of the covered payroll of all CRS members. For fiscal year 2019, the employer contribution rate for full-time members was 16.25% and 3.0% for part-time members. The Employer's contributions to the CRS Pension Fund for the fiscal year ending June 30, 2019 were \$27,382,000.

# Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to CRS

The net pension liability was measured as of June 30, 2018, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of December 31, 2017. The City reported a net pension liability of \$486,010,000 and a pension expense of \$8,551,000.

At June 30, 2019, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources (Amounts in Thousands):

	_	eferred tflows of	_	eferred flows of		
	Re	esources	Re	esources		Net
City contributions subsequent to the measurement date	\$	27,382			\$	27,382
Differences between expected and	*	13,035			*	13,035
actual experience Net difference between projected		13,033				15,055
and actual investment earnings			\$	(112)		(112)
Change in proportion		3,793		(2,881)		912
Change in assumptions		21,835				21,835
	\$	66,045	\$	(2,993)	\$	63,052

City contributions subsequent to the measurement date of \$27,382,000 reported as deferred outflows of resources related to pension will be recognized as a reduction of the net pension liability in the year ended June 30, 2020. Other amounts reported as deferred outflows and inflows of resources related to pension will be recognized in pension expense as follows (Amounts in Thousands):

	Net	Net Deferred		
	O	Outflows/		
	(In:	flows) of		
Year Ended June 30:	Re	sources		
2020	\$	46,234		
2021		8,701		
2022		(16,951)		
2023		(2,314)		
	\$	35,670		

Actuarial Assumptions: Total pension liability was determined by an actuarial valuation, using the following actuarial assumptions, applied to all periods included in the measurement:

Valuation date	December 31,2017	December 31, 2016
Actuarial assumption experience study date	February 28, 2018	October 28, 2011
Inflation	2.75%	3.00%
Salary increases, including inflation	3.75% to 7.50%	4.00% to 7.50%
Long-term investment rate of return, net of pension plan investment expense, including inflation	7.50%	7.50%
Single equivalent interest rate, net of pension plan investment expense, including inflation	7.50%	7.50%
Mortality tables	RP-2014	RP-2000

Pre-retirement mortality rates were based on the RP-2014 Employees Mortality Table with a generational approach using the MP-2017 projection scale. Post-retirement mortality rates were based on the RP-2014 Mortality Table with a generational approach using the MP-2017 projection scale and set forward two years for both males and females. Post-disability mortality rates were based on the RP-2014 Disabled Retiree Mortality Table with a generational approach using the MP-2017 projection scale.

The actuarial assumptions used in the December 31, 2017 valuation were based on the results of the last actuarial experience study, dated February 28, 2018.

Long Term Expected Rate of Return. The long-term expected rate of return on pension plan investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target asset allocation and best estimates of arithmetic real rates of return for each major class are summarized in the following table:

	Target	Long-Term Expected			
Asset Class	Allocation	Real Rate of Return*			
Core Bonds	14.00 %	2.80 %			
High Yield Bonds	3.00 %	4.90 %			
Large-Cap Value Equity	7.00 %	7.20 %			
Large-Cap Growth Equity	5.00 %	7.10 %			
Mid-Cap Value Equity	4.00 %	7.50 %			
Mid-Cap Core Equity	4.00 %	7.50 %			
Small-Cap Value Equity	7.50 %	8.00 %			
Non-U.S. Developed Large Cap	10.00 %	7.40 %			
Non-U.S. Small Cap	5.00 %	8.10 %			
Emerging Markets All-Cap	5.00 %	8.50 %			
EM Small-Cap	3.00 %	8.50 %			
Real Estate Core Equity	10.00 %	7.40 %			
Infrastructure	7.50 %	7.80 %			
Risk Parity	5.00 %	4.10 %			
Private Equity	10.00 %	11.10 %			
Total	100.00 %				

<sup>\*</sup> Geometric mean

Discount Rate. The discount rate used to measure the total pension liability was 7.50% as of June 30, 2018. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate and that employer contributions will be made as set out in the CSA. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Employer's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate: The following chart represents the City financial reporting entity's proportionate share of the net pension liability calculated using the current period discount rate assumption of 7.50%, as well as the sensitivity to a 1% increase and 1% decrease in the current discount rate (amounts in thousands):

		Current					
	1%	1% Decrease (6.50%)		Discount Rate (7.50%)		1% Increase (8.50%)	
	(						
City's Net Pension Liability	\$	685,382	\$	486,010	\$	316,746	

Change in the Net Pension Liability: Changes in the City financial reporting entity's net pension liability for the fiscal year ended June 30, 2018 were as follows (amounts in thousands):

	То	tal Pension		n Fiduciary	1	Net Pension
		Liability	No	et Position		Liability
Balances at June 30, 2017	\$	1,824,327	\$	1,398,358	\$	425,969
Changes for the year:						
Service cost		18,574				18,574
Interest		132,842				132,842
Difference between expected and						
actual experience		24,312				24,312
Change in assumptions		40,990				40,990
Contributions - employer				26,506		(26,506)
Contributions - employee				15,352		(15,352)
Net investment income				114,134		(114,134)
Benefit payments, including refunds						
of employee contributions		(137,046)		(137,046)		
Administrative expense				(1,208)		1,208
Other changes				1,893		(1,893)
Net changes		79,672		19,631		60,041
Balances at June 30, 2018	\$	1,903,999	\$	1,417,989	\$	486,010

The date of the actuarial valuation upon which the total pension liability (TPL) is based on is December 31, 2017. The TPL as of June 30, 2018 is determined using standard roll forward techniques. The roll forward calculation adds the normal cost for the first half of 2018 (also called the service cost), subtracts the actual benefit payments and refunds for the six months, and then applies the expected single equivalent interest rate (SEIR) for the period. This procedure was used to determine the TPL as of June 30, 2018, as shown in the following table. In addition, an expected TPL as of June 30, 2018 is determined by rolling forward the June 30, 2017 TPL using similar techniques. The difference between this expected TPL and the actual TPL as of June 30, 2018 is the experience gain or loss for the period. The impact of the assumption changes adopted by the Board on March 1, 2018 are shown as an assumption change loss.

CRS TPL Rollfo	rward			
(amounts in thou.	sands)			
				New
			1	Assumptions
		(1)		(2)
(a) Interest Rate (SEIR)		7.50%		7.50%
(b) TPL as of December 31, 2017	\$	1,869,718	\$	1,909,013
(c) Entry Age Normal Cost for the period				
January 1, 2018 - June 30, 2018		9,629		9,877
(d) Actual Benefit Payments and Refunds for				
January 1, 2018 - June 30, 2018		68,523		68,523
(e) TPL as of June 30, 2018				
$= [(b) x (1+(a))^{1/2}] + (c)$				
$-[(d) x (1+(a))^{1/4}]$		1,878,421		1,919,411
(f) June 30, 2017 TPL Rolled Forward to				
June 30, 2018		1,854,109		
(g) Experience (Gain)/Loss: (1e) - (1f)		24,312		
(h) Assumption (Gain)/Loss: (2e) - (1e)				40,990

# 21. DEFINED BENEFIT OTHER POSTEMPLOYMENT BENEFIT (OPEB) PLANS

The three retirement systems City employees participate in provide defined benefit postemployment benefits other than pension. The OPERS and OP&F are cost-sharing multiple-employer defined benefit OPEB plans. The CRS is accounted for as a single-employer defined benefit OPEB plan.

# Net OPEB Liability

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the OPEB plans and additions to/deductions from their fiduciary net position have been determined on the same basis as they are reported by the retirement systems. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. The retirement systems report investments at fair value.

113

The net OPEB liability reported on the statement of net position represents a liability to employees for OPEB. OPEB is a component of exchange transactions—between an employer and its employees—of salaries and benefits for employee services. OPEB is provided to an employee—on a deferred-payment basis—as part of the total compensation package offered by an employer for employee services each financial period. The obligation to sacrifice resources for OPEB is a present obligation because it was created as a result of employment exchanges that already have occurred.

The net OPEB liability represents the City's actuarial present value (or with the OP&F and OPERS costsharing, multiple-employer plans, proportionate share of each OPEB plan's collective actuarial present value) of projected benefit payments attributable to past periods of service, net of each OPEB plan's fiduciary net position. The net OPEB liability calculation is dependent on critical long-term variables, including estimated average life expectancies, earnings on investments, cost of living adjustments, cost trends and other variables. While these estimates use the best information available, unknowable future events require adjusting this estimate annually.

The City's share of each plan's unfunded benefits is presented as a long-term *net other postemployment* benefit liability on the accrual basis of accounting.

The net OPEB liabilities and related deferred outflows and inflows of resources recorded in the accrual basis financial statements as of June 30, 2019 were as follows:

# (Amounts in Thousands)

	(	OP&F	0	PERS	 CRS	 Total
Net OPEB Liability	\$	66,088	\$	8,318	\$ 61,566	\$ 135,972
Deferred Outflows of Resources		38,795		653	36,415	75,863
Deferred Inflows of Resources		22,819		465	64,307	87,591
OPEB Expense/(Negative Expense)	(	(320,467)		508	14,862	(305,097)

#### A. Cost-Sharing Multiple-Employer Defined Benefit OPEB Plans

The ORC limits the City's obligation for liabilities to OPERS and OP&F to annual required payments. The City cannot control benefit terms or the manner in which OPEB from the cost-sharing, multiple-employer plans are financed; however, the City does receive the benefit of employees' services in exchange for compensation including OPEB.

GASB Statement No. 75 assumes the liability is solely the obligation of the employer, because they benefit from employee services. OPEB contributions come from these employers and health care plan enrollees which pay a portion of the health care costs in the form of a monthly premium. The Ohio Revised Code permits but does not require the cost-sharing, multiple-employer retirement systems to provide health care to eligible benefit recipients. Any change to benefits or funding could significantly affect the net OPEB liability. Resulting adjustments to the net OPEB liability would be effective when the changes are legally enforceable. The retirement systems may allocate a portion of the employer contributions to provide for these OPEB benefits.

# Plan Description—Ohio Public Employees Retirement System (OPERS)

OPERS administers three separate pension plans: the traditional pension plan, a cost-sharing, multiple-employer defined benefit pension plan; the member-directed plan, a defined contribution plan; and the combined plan, a cost-sharing, multiple-employer defined benefit pension plan that has elements of both a defined benefit and defined contribution plan.

OPERS maintains a cost-sharing, multiple-employer defined benefit post-employment health care trust, which funds multiple health care plans including medical coverage, prescription drug coverage and deposits to a Health Reimbursement Arrangement to qualifying benefit recipients of both the traditional pension and combined plans. This trust is also used to fund health care for member-directed plan participants, in the form of a Retiree Medical Account (RMA). At retirement or refund, member-directed plan participants may be eligible for reimbursement of qualified medical expenses from their vested RMA balance.

In order to qualify for postemployment health care coverage, age and service retirees under the traditional pension and combined plans must have twenty or more years of qualifying Ohio service credit. Health care coverage for disability benefit recipients and qualified survivor benefit recipients is available. The health care coverage provided by OPERS meets the definition of an OPEB as described in GASB Statement No. 75. See OPERS' CAFR referenced below for additional information.

The ORC permits, but does not require OPERS to provide health care to its eligible benefit recipients. Authority to establish and amend health care coverage is provided to the Board in Chapter 145 of the ORC.

Disclosures for the health care plan are presented separately in the OPERS financial report. Interested parties may obtain a copy by visiting <a href="https://www.opers.org/financial/reports.shtml">https://www.opers.org/financial/reports.shtml</a>, by writing to OPERS, 277 East Town Street, Columbus, Ohio 43215-4642, or by calling (614) 222-5601 or 800-222-7377.

Funding Policy—The ORC provides the statutory authority requiring public employers to fund postemployment health care through their contributions to OPERS. When funding is approved by Systems' Board of Trustees, a portion of each employer's contribution to OPERS is set aside to fund OPERS health care plans.

Employer contribution rates are expressed as a percentage of the earnable salary of active members. In 2018, local employers contributed at a rate of 14.0% of earnable salary. This is the maximum employer contribution rate permitted by ORC. Active member contributions do not fund health care.

Each year, the OPERS Board determines the portion of the employer contribution rate that will be set aside to fund health care plans. As recommended by OPERS' actuary, the portion of employer contributions allocated to health care for 2019 was 0% for both the traditional pension and combined plans. The OPERS Board is also authorized to establish rules for the retiree or their surviving beneficiaries to pay a portion of the health care provided. Payment amounts vary depending on the number of covered dependents and the coverage selected. The employer contribution as a percentage of covered payroll deposited into the RMA for participants in the member-directed plan for 2019 was 4.0%.

# Plan Description—Ohio Police & Fire Pension Fund (OP&F)

The City contributes to the OP&F sponsored healthcare program, a cost-sharing, multiple-employer defined post-employment healthcare plan administered by a third-party provider. This program is not guaranteed and is subject to change at any time upon action of the Board of Trustees. OP&F provides health care benefits including coverage for medical, prescription drug, dental, vision, and Medicare Part B Premium to retirees, qualifying benefit recipients and their eligible dependents.

OP&F provides access to postretirement health care coverage for any person who receives or is eligible to receive a monthly service, disability, or statutory survivor benefit, or is a spouse or eligible dependent child of such person. The health care coverage provided by OP&F meets the definition of an OPEB as described in GASB Statement No. 75.

The ORC allows, but does not mandate, OP&F to provide OPEB benefits. Authority for the OP&F Board of Trustees to provide health care coverage to eligible participants and to establish and amend benefits is codified in Chapter 742 of the ORC.

OP&F issues a publicly available financial report that includes financial information and required supplementary information for the plan. The report may be obtained by visiting the OP&F website at <a href="https://www.op-f.org">www.op-f.org</a>, or by writing to the OP&F Pension Fund, 140 East Town Street, Columbus, Ohio 43215-5164.

Funding Policy—The ORC provides for contribution requirements of the participating employers and of plan members to the OP&F defined benefit pension plan. Participating employers are required to contribute to the pension plan at rates expressed as percentages of the payroll of active pension plan members, currently 19.5% and 24.0% of covered payroll for police and fire employer units, respectively. The Ohio Revised Code states that the employer contribution may not exceed 19.5% of covered payroll for police employer units and 24.0% of covered payroll for fire employer units. Active members do not make contributions to the OPEB Plan.

OP&F maintains funds for health care in two separate accounts. There is one account for health care benefits and one account for Medicare Part B reimbursements. A separate health care trust accrual account is maintained for health care benefits under IRS Code Section 115 trust. An Internal Revenue Code 401(h) account is maintained for Medicare Part B reimbursements.

The Board of Trustees is authorized to allocate a portion of the total employer contributions made into the pension plan to the Section 115 trust and the Section 401(h) account as the employer contribution for retiree health care benefits. For 2019, the portion of employer contributions allocated to health care was 0.5% of covered payroll. The amount of employer contributions allocated to the health care plan each year is subject to the Trustees' primary responsibility to ensure that pension benefits are adequately funded and is limited by the provisions of Sections 115 and 401(h).

The OP&F Board of Trustees is also authorized to establish requirements for contributions to the health care plan by retirees and their eligible dependents or their surviving beneficiaries. Payment amounts vary depending on the number of covered dependents and their coverage selected.

The City's contractually required contribution to OP&F was \$835,000 for the fiscal year ended June 30, 2019.

# OPEB Liabilities, OPEB Expense, and Deferred Outflows and Inflows of Resources Related to OPEB— OPERS & OP&F

The net OPEB liability for OPERS was measured as of December 31, 2018 and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of December 31, 2017, rolled forward to December 31, 2018 by incorporating the expected value of health care cost accruals, the actual health care payments, and interest accruals during the year. OP&F's total OPEB liability was measured as of December 31, 2018 and was determined by rolling forward the total OPEB liability as of January 1, 2018, with actuarial liabilities to December 31, 2018. The City's proportion of the net OPEB liability was based on the City's share of contributions to the respective retirement systems relative to the contributions of all participating entities.

The following is information related to the proportionate share and OPEB expense/(negative expense) (amounts in thousands):

	O	PERS	 OP&F
Proportionate Share of Net OPEB Liability	\$	8,318	\$ 66,088
Proportion of Net OPEB Liability	(	0.063798%	7.257190%
Change in Proportion	-(	0.003278%	0.05165%
OPEB Expense/(Negative Expense)	\$	508	\$ (320,467)

At June 30, 2019, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources (Amounts in Thousands):

	OPERS		OP&F	
<b>Deferred Outflows of Resources</b>				
Differences between expected and				
actual experience	\$	3	\$	2,237
Net difference between projected and				
actual earnings on OPEB plan				
investments		382		
Change in assumptions		268		34,257
Change in City's proportionate share and				
difference in employer contributions				1,890
City contributions subsequent to the				
measurement date				411
Total Deferred Outflows of Resources	\$	653	\$	38,795
Deferred Inflows of Resources				
Differences between expected and				
actual experience	\$	22	\$	1,771
Change in assumptions				18,296
Change in City's proportionate share and				
difference in employer contributions		443		2,752
Total Deferred Inflows of Resources	\$	465	\$	22,819

\$411,000 reported as deferred outflows of resources related to OPEB resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net OPEB liability in the fiscal year ending June 30, 2020.

Other amounts reported as deferred outflows and inflows of resources related to OPEB will be recognized in OPEB expense as follows (Amounts in Thousands):

	 OPERS		OP&F
Fiscal Year Ending June 30:			
2020	\$ 5	\$	2,803
2021	(69)		2,803
2022	60		2,803
2023	192		3,480
2024			2,413
Thereafter			1,263
	\$ 188	\$	15,565

# Actuarial Assumptions—OPERS

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and cost trends. Actuarially determined amounts are subject to continual review or modification as actual results are compared with past expectations and new estimates are made about the future.

Projections of health care costs for financial reporting purposes are based on the substantive plan and include the types of coverages provided at the time of each valuation and the historical pattern of sharing of costs between OPERS and plan members. The total OPEB liability was determined by an actuarial valuation as of December 31, 2018, rolled forward to the measurement date of December 31, 2018.

Key Methods and Assumptions Used in Valuation of the Total OPEB Liability:

Actuarial valuation date	December 31, 2017
Rolled-forward measurement date	December 31, 2018
Experience study	5-year period ended December 31, 2015
Actuarial cost method	Individual entry age normal
Actuarial Assumptions:	• •
Single discount rate	3.96%
Investment rate of return	6.00%
Municipal bond rate	3.71%
Wage inflation	3.25%
Projected salary increases	3.25% - 10.75% (includes wage inflation at 3.25%)
Health care cost trend rate	10.0% initial, 3.25% ultimate in 2029

Pre-retirement mortality rates are based on the RP-2014 Employees mortality table for males and females, adjusted for mortality improvement back to the observation period base year of 2006. The base year for males and females was then established to be 2015 and 2010, respectively. Post-retirement mortality rates are based on the RP-2014 Healthy Annuitant mortality table for males and females, adjusted for improvement back to the observation period base year of 2006. The base year for males and females was then established to be 2015 and 2010, respectively. Post-retirement mortality rates for disabled retirees are based on the RP-2014 Disabled mortality table for males and females, adjusted for mortality improvement back to the observation period base year of 2006. The base year for males and females was then established to be 2015 and 2010, respectively. Mortality rates for a particular calendar year are determined by applying the MP-2015 mortality improvement scale to all of the above described tables.

The long-term expected rate of return on health care investment assets was determined using a buildingblock method in which best-estimate ranges of expected future real rates of return are developed for each major asset class. These ranges are combined to produce the long-term expected real rate of return by weighting the expected future real rates of return by the target asset allocation percentage, adjusted for inflation.

During 2018, OPERS managed investments in three investment portfolios: the Defined Benefit portfolio, the Health Care portfolio and the Defined Contribution portfolio. The Health Care portfolio includes the assets for health care expenses for the Traditional Pension Plan, Combined Plan and Member-Directed Plan eligible members. Within the Health Care portfolio, contributions into the plans are assumed to be received continuously throughout the year based on the actual payroll payable at the time contributions are made, and health care-related payments are assumed to occur mid-year. Accordingly, the money-weighted rate of return is considered to be the same for all plans within the portfolio. The annual money-weighted rate of return expressing investment performance, net of investment expenses and adjusted for the changing amounts actually invested, for the Health Care portfolio is 5.60% for 2018.

The allocation of investment assets within the Health Care portfolio is approved by the OPERS Board as outlined in the annual investment plan. Assets are managed on a total return basis with a long-term objective of continuing to offer a sustainable health care program for current and future retirees. OPERS' primary goal is to achieve and maintain a fully funded status for benefits provided through the defined pension plans. Health care is a discretionary benefit. The table below displays the OPERS Board-approved asset allocation policy for 2018 and the long-term expected real rates of return.

	Target	Weighted Average Long-Term Expected Real Rate of Return
Asset Class	Allocation	(Arithmetic)
Fixed Income	34.00%	2.42%
Domestic Equities	21.00%	6.21%
REITs	6.00%	5.98%
International Equities	22.00%	7.83%
Other Investments	<u>17.00%</u>	<u>5.57%</u>
Total	100.00%	<u>5.16%</u>

Discount Rate. A single discount rate of 3.96% was used to measure the OPEB liability on the measurement date of December 31, 2018. A single discount rate of 3.85% was used to measure the OPEB liability on the measurement date of December 31, 2017. Projected benefit payments are required to be discounted to their actuarial present value using a single discount rate that reflects (1) a long-term expected rate of return on OPEB plan investments (to the extent that the health care fiduciary net position is projected to be sufficient to pay benefits), and (2) tax-exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating as of the measurement date (to the extent that the contributions for use with the long-term expected rate are not met). This single discount rate was based on an expected rate of return on the health care investment portfolio of 6.0% and a municipal bond rate of 3.71%. The single discount rate on the prior measurement date was based on an expected rate of return on the health care investment portfolio of 6.50% and a municipal bond rate of 3.31%. The projection of cash flows used to determine this single discount rate assumed that employer contributions will be made at rates equal to the actuarially determined contribution rate. Based on these assumptions, the health care fiduciary net position and future contributions were sufficient to finance health care costs through 2031. As a result, the longterm expected rate of return on health care investments was applied to projected costs through the year 2031, and the municipal bond rate was applied to all health care costs after that date.

Sensitivity of the City's Proportionate Share of the Net OPEB Liability to Changes in the Discount Rate and Changes in the Health Care Cost Trend Rates. The following table present the net OPEB liability calculated using the single discount rate of 3.96% and the expected net OPEB liability if it were calculated using a discount rate that is 1.0% lower or 1.0% higher than the current rate (amounts in thousands):

	Current					
	1%	Decrease	$\mathbf{D}_{i}$	iscount	1%	Increase
	(	2.96%)	Rate	of 3.96%	(4	1.96%)
City's proportionate share of						
the net OPEB liability	\$	10,642	\$	8,318	\$	6,470

Retiree health care valuations use a health care cost-trend assumption that changes over several years built into the assumption. The near-term rates reflect increases in the current cost of health care; the trend starting in 2019 is 10.0%. If this trend continues for future years, the projection indicates that years from now virtually all expenditures will be for health care. A more reasonable alternative is that in the not-too-distant future, the health plan cost trend will decrease to a level at, or near, wage inflation. On this basis, the actuaries project premium rate increases will continue to exceed wage inflation for approximately the next decade, but by less each year, until leveling off at an ultimate rate, assumed to be 3.25% in the most recent valuation.

Changes in the health care cost trend rate may also have a significant impact on the net OPEB liability. The following table presents the net OPEB liability calculated using the assumed trend rates, and the expected net OPEB liability if it were calculated using a health care cost trend rate that is 1.0% lower or 1.0% higher than the current rate (amounts in thousands):

	Current					
			Hea	ılth Care		
	1% I	Decrease	Tre	nd Rate	1%	Increase
City's proportionate share of						
the net OPEB liability	\$	7,995	\$	8,318	\$	8,689

# Actuarial Assumptions—OP&F

OP&F's total OPEB liability as of December 31, 2018 is based on the results of an actuarial valuation date of January 1, 2018, and rolled-forward using generally accepted actuarial procedures. The total OPEB liability is determined by OP&F's actuaries in accordance with GASB Statement No. 74, as part of their annual valuation. Actuarial valuations of an ongoing retirement plan involve estimates of the value of reported amounts and assumptions about probability of occurrence of events far into the future. Examples include assumptions about future employment mortality, salary increases, disabilities, retirements and employment terminations. Actuarially determined amounts are subject to continual review and potential modifications, as actual results are compared with past expectations and new estimates are made about the future.

Projections of benefit for financial purposes are based on the substantive plan (the plan as understood by the employers and plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing benefit costs between the employers and plan members to that point. The projection of benefits for financial reporting purposes does not explicitly incorporate the potential effects of legal or contractual funding limitations.

Actuarial calculations reflect a long-term perspective. For a newly hired employee, actuarial calculations will take into account the employee's entire career with the employer and also take into consideration the benefits, if any, paid to the employee after termination of employment until the death of the employee and applicable contingent annuitant. In many cases, actuarial calculations reflect several decades of service with the employer and the payment of benefits after termination.

Key Methods and assumptions used in calculating the total OPEB liability in the latest actuarial valuation are presented below:

Actuarial valuation date	January 1, 2018, with actuarial liabilities rolled forward to
	December 31, 2018
Actuarial cost method	Entry age normal (level percent of payroll)
Actuarial assumption experience study	5-year period ended December 31, 2016
Investment rate of return	OP&F OPEB long-term rate is 8.0%
Cost of living increases (COLA)	3% simple; 2.25% simple for increases based on the lesser
	of the increase in CPI and 3%
Salary increases	3.75% to 10.50%
Payroll growth	Inflation rate of 2.75% plus productivity increase rate of
	0.5%

Mortality for non-disabled participants is based on the RP-2014 Total Employee and Healthy Annuitant Mortality Tables rolled back to 2006, adjusted according to the rates in the following table, projected with the Buck Modified 2016 Improvement Scale. Rates for surviving beneficiaries are adjusted by 120%.

Age	Police	Fire
67 or less	77%	68%
68-77	105%	87%
78 and up	115%	120%

Mortality for disabled retirees is based on the RP-2014 Disabled Mortality Tables rolled back to 2006, adjusted according to the rates in the following table, and projected with the Buck Modified 2016 Improvement Scale.

Age	Police	Fire
59 or less	35%	35%
60-69	60%	45%
70-79	75%	70%
80 and up	100%	90%

The long-term expected rate of return on pension plan investments was determine using a building-block approach and assumes a time horizon, as defined in OP&F's Statement of Investment Policy. A forecasted rate of inflation serves as the baseline for the return expectation. Various real return premiums over the baseline inflation rate have been established for each asset class. The long-term expected nominal rate of return has been determined by calculating a weighted average of expected real return premiums for each asset class, adding the projected inflation rate and adding the expected return from rebalancing uncorrelated asset classes.

Best estimates of the long-term expected geometric real rates of return for each major asset class included in OP&F's target asset allocation as of December 31, 2018 are summarized below:

		Long-Term
		Expected
	Target	Real Rate
Asset Class	Allocation	of Return
Cash and cash equivalents	0.0%	0.80%
Domestic equity	16.0%	5.50%
Non-U.S. equity	16.0%	5.90%
Private markets	8.0%	8.40%
Core fixed income*	23.0%	2.60%
High yield fixed income	7.0%	4.80%
Private credit	5.0%	7.50%
U.S. inflation linked bonds*	17.0%	2.30%
Master limited partnerships	8.0%	6.40%
Real assets	8.0%	7.00%
Private real estate	12.0%	6.10%
	120.0%	

Note: Assumptions are geometric. \* Levered 2x

OP&F's Board of Trustees has incorporated the risk parity concept into OP&F's asset liability valuation with the goal of reducing equity risk exposure, which reduces overall Total Portfolio risk without sacrificing return and creating a more risk-balanced portfolio based on their relationship between asset classes and economic environments. From the notional portfolio perspective above, the Total Portfolio may be levered up to 1.20 times due to the application of leverage in certain fixed income asset classes.

Discount Rate. Total OPEB liability on the December 31, 2018 measurement date was calculated using the discount rate of 4.66%. Total OPEB liability on the December 31, 2017 measurement date was calculated using the discount rate of 3.24%. The projection of cash flows used to determine the discount rate assumed the contributions from employers and from members would be computed based on contribution requirements as stipulated by state statute. Projected inflows from investment earnings were calculated using the longer-term assumed investment rate of return of 8.0%. Based on those assumptions, OP&F's fiduciary net position was projected to not be able to make all future benefit payment of current plan members. Therefore, a municipal bond rate of 4.13% at December 31, 2018 (3.16% at December 31, 2017) was blended with the long-term rate of 8.0%, which resulted in a blended discount rate of 4.66% at December 31, 2018 (3.24% at December 31, 2017).

Sensitivity of the City's Proportionate Share of the Net OPEB Liability to Changes in the Discount Rate. Net OPEB liability is sensitive to changes in the discount rate and the health care cost trend rate. The following table presents the net OPEB liability of OP&F, what OP&F's net OPEB liability would be if it were calculated using a discount rate that is 1% lower (3.66%) and 1% higher (5.66%) than the current discount rate of 4.66% (amounts in thousands):

	Current					
	1% Decrease (3.66%)		Discount Rate of 4.66%		1% Increase (5.66%)	
City's proportionate share of		2.0070)	Tate	01 1.0070		2.0070)
the net OPEB liability	\$	80,513	\$	66,088	\$	53,979

As discussed below, OP&F has changed its health care model to a stipend-based health care model, beginning January 1, 2019, with health care cost trend assumptions no longer impacting the net OPEB liability.

Changes Subsequent to the Measurement Date. Beginning January 1, 2019, OP&F is changing its retiree health care model and the current self-insured health care plan will no longer be offered. In its place will be a stipend-based health care model. OP&F has contracted with a vendor who will assist eligible retirees in choosing health care plans from their marketplace (both Medicare-eligible and pre-Medicare populations). A stipend funded by OP&F will be placed in individual health reimbursement accounts that retirees will use to be reimbursed for health care expenses. As a result of changing from the current health care model to the stipend-based health care model, management expects that it will be able to provide stipends to eligible participants for the next 15 years.

# B. Single-Employer Defined Benefit OPEB Plan

# Plan Description – City of Cincinnati Retirement System (CRS)

CRS provides health care coverage to eligible retirees, their spouse and dependent children and is accounted for as a single-employer defined benefit OPEB plan. Active members in Group C who have earned fifteen years of membership service at the time of termination are eligible upon retirement. Other active members are eligible for retiree health care upon their retirement after reaching age 60 with 20 years of membership service, or any age with 30 years of service of which 20 years must be earned with CRS. Active members whose most recent membership enrollment date is on or after January 1, 2016 are not eligible for retiree health care benefits upon retirement.

CRS offers medical and prescription benefits to retirees before and during Medicare eligibility. Prescription benefits for Medicare eligible participants are provided through a Medicare Part D Employer Group Waiver Plan. CRS administers three health care plans that differ by deductibles, co-pays and out-of-pocket maximums. Two plans are closed groups. The third plan for eligible members who retire on or after January 1, 2016 follows the most advantageous plan offered to active City employees.

Membership in CRS as of the December 31, 2017 valuation date was as follows:

Retired members and surviving spouses	
currently receiving retiree health benefits	3,684
Terminated vested members and retired	
members eligible for retiree health benefits,	
not currently receiving benefits but may	
elect to enroll for coverage in the future	270
Active participants:	
Full-time	2,993
DROP	108
Total	7,055

CRS is considered part of the City's financial reporting entity and is included in the City's financial report as part of the pension trust fund. No separate financial report is issued. Note 22 provides information on CRS as of June 30, 2019 and on the plan as a whole.

Funding Policy—Most retirees are subject to premiums that range from 0% to 10%. Other retiree premiums range from 5% to 75% depending on their date of hire, years of service and age at retirement. All members electing to participant in the dental and/or vision plan are required to pay the full cost of coverage. As such, it was assumed that CRS has no liability under GASB Statement No. 74 for these benefits. There were no employer contributions to the plan during the fiscal year ended June 30, 2019.

# OPEB Liabilities, OPEB Expense, and Deferred Outflows and Inflows of Resources Related to OPEB—CRS

The City's net OPEB liability was measured as of June 30, 2018, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of December 31, 2017. The City reported a net OPEB liability of \$61,566,000 and a negative OPEB expense of \$14,862,000.

At June 30, 2019, the City reported deferred outflows and inflows of resources related to OPEB from the following sources (Amounts in Thousands):

	Deferred Outflows of Resources		Deferred Inflows of Resources	
Differences between expected and				
actual experience	\$	10,140		
Net difference between projected				
and actual investment earnings			\$	(14,837)
Change in proportion		2,281		(1,958)
Change in assumptions		23,994		(47,512)
	\$	36,415	\$	(64,307)

Amounts reported as deferred outflows and inflows of resources will be recognized in OPEB expense as follows (Amounts in Thousands):

	Ne	t Deferred
	Outflows/	
	(Iı	nflows) of
Year Ending June 30:	R	esources
2020	\$	(15,121)
2021		(15,121)
2022		155
2022		2,195
	\$	(27,892)

124

Actuarial Assumptions. The total OPEB liability was determined by an actuarial valuation using the following actuarial assumptions, applied to all periods included in the measurement:

Valuation	December 31, 2017	December 31, 2016
Actuarial assumption experience study date	February 28, 2018	October 28, 2011
Inflation	2.75%	3.00%
Salary increases, including wage inflation	3.75% - 7.50%	4.00% - 7.50%
Long-term investment rate of return, net of OPEB plan investment expense, including inflation	7.50%	7.50%
Municipal bond index rate:		
Measurement date	3.89%	3.56%
Prior measurement date	3.56%	3.01%
Year of projected depletion:		
Measurement date	2047	2050
Prior measurement date	2050	2038
Single equivalent interest rate, net of OPEB plan		
investment expense, including price inflation		
Measurement date	6.13%	6.31%
Prior measurement date	6.31%	4.57%
Health care cost trends:		
Medicare supplement claims		
Pre-Medicare	7.75% for 2018, decreasing to an ultimate rate of 4.75% by 2028	7.75% for 2017, decreasing to an ultimate rate of 5.00% by 2023
Medicare	5.50% / 5.80% for Non-Model Plans for 2018 decreasing to an ultimate rate of 4.75% by 2024 and 2025, respectively	5.75% for 2017, decreasing to an ultimate rate of 5.00% by 2020
Mortality tables	RP-2014	RP-2000

Pre-retirement mortality rates were based on RP-2014 healthy employee dataset mortality with fully generational projected mortality improvements using MP-2017. RP-2014 health employee dataset mortality rates for males and females have been set forward 2 years. Post-retirement mortality rates for healthy lives were based on RP-2014 total dataset mortality with fully generational projected mortality improvements using MP-2017. RP-2014 total dataset mortality rates for males and females have been set forward 2 years. For disabled lives, RP-2014 disabled retiree mortality with fully generational projected mortality improvements using MP-2017.

The demographic actuarial assumptions used in the December 31, 2017 valuation were based on the results of the most recent actuarial experience study, adopted by the Board on March 1, 2018. The remaining actuarial assumptions (e.g., initial per capita costs, health care cost trends, DROP participation, part-time employees, plan participation, rates of plan election, etc.) used in the December 31, 2017 valuation were based on a review of recent plan experience done concurrently with the December 31, 2017 valuation.

Long Term Expected Rate of Return. Several factors were considered in evaluating the long-term rate of return assumption, including CRS' current asset allocations and a log-normal distribution analysis using the best-estimate ranges of expected future real rates of return (expected return, net of investment expense and inflation) for each major asset class compiled by Horizon Actuarial Services, LLC in its "Survey of Capital Market Assumptions, 2017 Edition". The long-term expected rate of return was determined by weighting the expected future real rates of return by the target asset allocation percentage and then adding expected inflation. The assumption is not expected to change absent a significant change in the asset allocation, a change in the inflation assumption, or a fundamental change in the market that alters expected returns in future years.

The target asset allocation and best estimates of arithmetic real rates of return for each major asset class are summarized as follows:

	Target	Long-Term Expected
Asset Class	Allocation	Real Rate of Return*
Core Bonds	14.00 %	2.80 %
High Yield Bonds	3.00 %	4.90 %
Large-Cap Value Equity	7.00 %	7.20 %
Large-Cap Growth Equity	5.00 %	7.10 %
Mid-Cap Value Equity	4.00 %	7.50 %
Mid-Cap Core Equity	4.00 %	7.50 %
Small-Cap Value Equity	7.50 %	8.00 %
Non-U.S. Developed Large Cap	10.00 %	7.40 %
Non-U.S. Small Cap	5.00 %	8.10 %
Emerging Markets All-Cap	5.00 %	8.50 %
EM Small-Cap	3.00 %	8.50 %
Real Estate Core Equity	10.00 %	7.40 %
Infrastructure	7.50 %	7.80 %
Risk Parity	5.00 %	4.10 %
Private Equity	10.00 %	11.10 %
Total	100.00 %	

<sup>\*</sup> Geometric mean

Discount Rate. The discount rate used to measure the total OPEB liability as of June 30, 2018 was 6.13%. The projection's basis was an actuarial valuation performed as of December 31, 2017. In addition to the actuarial methods and assumptions of the December 31, 2017 actuarial valuation, no future contributions were assumed to be made by either employees or employers.

Based on these assumptions, CRS' fiduciary net position was projected to be depleted in 2047 and, as a result, the municipal bond index rate was used in the determination of the single equivalent interest rate (SEIR). Here, the long-term expected rate of return of 7.50% on CRS investments was applied to period through 2047, and the municipal bond index rate at the measurement date (3.89%) was applied to periods on and after 2047, resulting in a SEIR at the measurement date (6.13%).

Sensitivity of the net OPEB liability to changes in the discount rate and healthcare cost trend rates. The following presents the net OPEB liability of the City, as well as what the City's net OPEB liability would be if it were calculated using a discount rate that is 1% lower or 1% higher than the current discount rate. Similarly, the following also presents what the City's net OPEB liability would be if it were calculated using a healthcare cost trend rate that is 1% lower or 1% higher than the current rate (amounts in thousands):

	Health Care Cost Trend Rates							
			(	Current				
			Co	st Trend				
City's Portion of Net OPEB Liability	1 % Decrease		Rate		1% Increase			
Discount Rate:								
1% Increase (7.13%)			\$	14,882				
Current Discount Rate (6.13%)	\$	11,363		61,566	\$	122,034		
1% Decrease (5.13%)				117,227				

*Change in Net OPEB Liability.* Changes in the City's financial reporting entity's net OPEB liability for the year ended June 30, 2018 were as follows (amounts in thousands):

100					et OPEB Liability
S	416,780	S	397,570	S	19,210
	4,131				4,131
	25,518				25,518
	13,242				13,242
	31,333				31,333
	-		32,129		(32,129)
	(21,678)		(21,678)		
			(339)		339
			78		(78)
	52,546		10,190		42,356
\$	469,326	S	407,760	S	61,566
	\$	4,131 25,518 13,242 31,333 (21,678)	Liability New \$ 4,131 25,518 13,242 31,333 (21,678)	Liability         Net Position           \$ 416,780         \$ 397,570           4,131         25,518           13,242         31,333           -         32,129           (21,678)         (21,678)           (339)         78           52,546         10,190	Liability         Net Position         I           \$ 416,780         \$ 397,570         \$           4,131         25,518           13,242         31,333         32,129           (21,678)         (21,678)         (339)           78         52,546         10,190

The date of the actuarial valuation upon which the total OPEB liability is based as of December 31, 2017. The total OPEB liability (TOL) as of June 30, 2018 is determined using standard roll forward techniques. The roll forward calculation adds the normal cost (also called the service cost) for the projection period—for experience and assumption changes, for the first half of 2018, subtracts the expected net benefit payments for the period, and then applies the SEIR used to measure the TOL as of the valuation date. The roll forward calculation for the expected change is determined using a similar procedures, except that the TOL and service cost are based on GASB Statement No. 75 results as of the prior measurement date, a one-year projection period is used, and actual net benefit payments are subtracted. These procedures are shown in the table below. The difference between this expected TOL and the projected TOL as of June 30, 2018 before reflecting any changes in assumptions or other inputs is the experience (gain) or loss for the period. The impact of measuring the liabilities after reflecting these changes—including but not limited to (a) using a discount rate of 6.13% as opposed to the 6.31% used at the beginning of the period, (b) updating health care cost trend rates, and (c) including part-time employees in the valuation—relative to the experience change TOL is shown as an assumption (gain) or loss for the period.

# **CRS TOL Rollforward**

(amounts	in t	housands)			
	Expected		Experience		Assumption
		Change	Change		Change
		(1)	(2)		(3)
(a) Measurement Date	Ju	me 30, 2017	Dec. 31, 2017	Ι	Dec. 31, 2017
(b) Project Period		1 year	1/2 year		1/2 year
(c) Discount Rate (SEIR)		6.31%	6.31%		6.13%
(d) TOL as of (a)	\$	415,095	\$ 435,000	\$	465,377
(e) Entry Age Normal Cost during the					
period from (a) to June 30, 2018*		4,131	1,990		2,403
(f) Actual / Expected Benefit Payments					
during the period from (a) to June 30, 2018		21,678	13,981		13,981
(g) TOL as of June 30, 2018					
$= [(d) x (1 + (c))^{(b)}] + (e)$					
$-[(f) \times (1+(c))^{(b)/2}]$		423,066	436,308		467,641
(h) Experience (Gain)/Loss: (2g) - (1g)			13,242		
(i) Assumption Changes (Gain)/Loss: (3g) - (2g)	)				31,333

## 22. CINCINNATI RETIREMENT SYSTEM

This footnote presents information on the Cincinnati Retirement System as a whole as of June 30, 2019.

#### Overview

The Cincinnati Retirement System (CRS) was established in 1931 as the first Ohio pension plan for general city employees. It pre-dates Social Security and the Ohio Public Employees Retirement System. CRS is a single employer defined benefit pension plan, established by Chapter 203 of the Cincinnati Municipal Code and is a qualified governmental plan for tax purposes pursuant to 26 USC § 414(d). The Retirement plan is governed by the Cincinnati Municipal Code, Chapter 203. The System has a 9-member Board of Trustees: two members elected by active members; three members elected by retirees; and four members appointed by the Mayor and City Council.

CRS provides retirement and disability benefits, death benefits, and retiree health care benefits to plan members and beneficiaries. CRS is considered part of the City of Cincinnati's financial reporting entity. The pension trust and retiree health care trust are included in the City's financial report. No separate financial report is issued. Article XV of the Administrative Code of the City of Cincinnati provides the statutory authority for the Board of Trustees of the Cincinnati Retirement System.

A Collaborative Settlement Agreement was executed on May 7, 2015 and approved by the United States District Court on October 5, 2015. The Settlement Agreement impacts members who were retired on or before July 1, 2011 and employees who were in service on July 1, 2011 and who were vested (had 5 years' service credit) on that date. Members of the Cincinnati Retirement System who did not meet these criteria may have different benefits depending on their classification.

The Settlement Agreement implemented a number of changes to the Retirement System, including but not limited to:

- Normal retirement eligibility;
- Early retirement eligibility;
- Retiree healthcare eligibility;
- Retirement benefit calculations;
- Cost of living adjustments payable to retirees;
- Establishment of a Deferred Retirement Option Program (DROP);
- Creation of a 115 Trust for retiree healthcare benefits;
- Changes to the composition of the Board of Trustees; and
- Payoff of the 2007 Early Retirement Incentive Program (ERIP) liability.

# **Summary of Significant Accounting Policies and Plan Asset Matters**

Basis of Accounting - The City of Cincinnati Retirement System financial statements are prepared using the accrual basis of accounting. Plan member contributions are recognized in the period in which the contributions are due. Employer contributions to the plan are recognized when due and the employer has made a formal commitment to provide the contributions. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan.

129

Method Used to Value Investments - The Retirement System investments are reported at fair value. Short-term investments are reported at cost, which approximates fair value. Securities traded on national or international exchanges are valued at the last reported sales price at current exchange rates.

Rate of Return – For the year ended June 30, 2019, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 4.15%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

# Funding of Pension and Other Postemployment Benefit (OPEB) Trusts

The Pension Trust is funded by employee and employer contributions, and investment income. Employees contribute 9.0% of pensionable earnings. The percent contributed by employees is provided by Chapter 203 Section 73 of the Cincinnati Municipal Code. If the member terminates employment and chooses to withdraw their employee contributions, the member forfeits all service credit and eligibility for a pension benefit. Employer contributions are not owned by the member and are not eligible for a lump sum withdrawal.

Employee pension contributions are pre-tax and deducted from payroll before Federal and State taxes are calculated. However, employee contributions are subject to City of Cincinnati income tax which is calculated before contributions are deducted. Pension benefits or a refund of employee contributions are taxable for Federal and State purposes when paid to the member and are exempt from City of Cincinnati income tax.

The retiree health care provided by CRS is considered an Other Postemployment Benefit (OPEB) as described in GASB 74. It is advance-funded through a 115 OPEB trust. The OPEB trust is funded by interest on investments, and retiree premium contributions. Retirement healthcare is not a vested benefit.

The City makes employer contributions to the Pension Trust based on a percentage of covered payroll of all CRS members. For fiscal year 2019 the contribution rate was 16.25% on covered payroll. The total covered payroll for CRS members was \$215,683,000. The Actuarially Determined Contribution rate (ADC) for fiscal year 2019 based on the December 31, 2017 actuarial report, was 28.51% on covered payroll for the Pension Trust.

The City of Cincinnati's approved budget for Fiscal Year 2019 incorporated a contribution rate of 16.25%. The employer contributions to the City of Cincinnati Retirement System's Pension Trust for the fiscal year ending June 30, 2019 were \$33,763,000. For the year ended June 30, 2018 the contributions were \$32,586,000. The contributions for these periods were less than the ADC. Administrative costs are financed from the system assets.

For fiscal year 2019, there were no contributions to the OPEB trust. The covered employee payroll for CRS OPEB members was \$174,957,000. It is less than the covered payroll for the pension trust since members of the pension trust hired after December 31, 2015 are not members of the OPEB trust. The ADC rate was 2.23% as a percentage of covered employee payroll for the OPEB trust for fiscal year 2019 based upon the December 31, 2017 actuarial report.

#### **Retirement Benefits**

Groups C & D  Eligible to retire on or before July 1, 2011; or December 31, 2013	Group E Eligible to retire on or before December 31, 2013	Group F Hired before January 1, 2010 and not eligible for other groups	<b>Group G</b> Hired on or after January 1, 2010
Normal Retirement: Age 60 with 5 years of service, or any age with 30 years of service	Normal Retirement: Age 60 with 5 years of service, or any age with 30 years of service	Normal Retirement: Age 60 with 5 years of service, or any age with 30 years of service	Normal Retirement: Age 67 with 5 years of service, or age 62 with 30 years of service
Early Retirement: Age 55 with 25 years of service	<b>Early Retirement:</b> Age 55 with 25 years of service	<b>Early Retirement:</b> Age 55 with 25 years of service	Early Retirement: Age 57 with 15 years of service
Benefit Formula: 2.5% of AHC times years of service	Benefit Formula: 2.5% of AHC times years of service up to greater of 20 years or years of service as of July 1, 2011, and 2.2% thereafter	Benefit Formula: 2.5% of AHC times years of service up to greater of 20 years or years of service as of July 1, 2011, and 2.2% thereafter	Benefit Formula:  2.2% of AHC times years of service

<sup>\*</sup> Less than 200 active members are subject to a 2.22% multiplier and a average highest compensation (AHC) definition that includes compensation for overtime.

Average Highest Compensation (AHC) represents the average of the highest three consecutive years of earnings for Groups C and D. Group E will have a AHC with two separate components based upon the average of the highest three consecutive years of earnings for service through December 31, 2013 and the highest five consecutive years of earnings for service after January 1, 2014. Group F will have a AHC with two components based upon the average of the highest three consecutive years of earnings for service through June 30, 2011 and the highest five consecutive years of earnings for service after July 1, 2011. The AHC for Group G is based on the average of the highest five consecutive years of earnings. Upon retirement, members will not receive a cost-of-living-adjustment (COLA) for the first three retirement anniversary dates. Thereafter, a 3% simple COLA benefit will be provided. A COLA poverty exception is available for members who meet certain financial requirements.

# **Deferred Retirement Option Plan (DROP)**

Members of the Active Employee Class, under the Collaborative Settlement Agreement, who have a minimum of 30 years' service credit are eligible to participate in the DROP.

Upon entry into DROP, the member's monthly pension benefit is calculated as if they retired on that date. DROP participants continue to work as a City employee and if eligible, may continue to be enrolled in a City sponsored employee healthcare plan. Maximum participation in the DROP is five (5) years. Members who participate in DROP continue to contribute 9% of their pensionable earnings to CRS.

The participant's monthly pension benefit amount (calculated as described above), as well as 75% of the participant's required CRS employee contributions, and interest earnings on their DROP account balance, accumulate tax-deferred in an account held in trust by the CRS. Participants do not have access to the funds in their DROP account while employed and participating in the DROP.

Interest is paid on DROP account balances quarterly at a rate equal to the 10-year U.S. Treasury Note Business Day Series, as published by the United States Federal Reserve, with a cap of 5%. The variable interest rate is determined quarterly. The rate for the last business day of each calendar quarter is applied to the following quarter.

The balance of the participant's DROP account is paid out in a lump sum or to another tax-qualified account (such as an IRA or 457 Deferred Compensation Plan) selected by the participant within 120 days of their Retirement Effective Date.

## Other Postemployment Benefit (OPEB) Information

The System provides health care coverage to eligible retirees, their spouse and dependent children. Active members in Group C who have earned fifteen years of membership service at the time of termination are eligible upon retirement. Other active members are eligible for retiree health care upon their retirement after reaching age 60 with 20 years of membership service, or any age with 30 years of service of which 20 years must be earned with CRS. Active members whose most recent membership enrollment date is on or after January 1, 2016 are not eligible for retiree health care benefits upon retirement.

The actuarial valuations for OPEB plans are estimates of the value of reported amounts and assumptions about the probability of events far into the future. Amounts determined are subject to continual revision as results are compared to past expectations and new estimates are made about the future. Calculations are based on the OPEB benefits provided under the terms of the plans in effect at the time of each valuation and on the pattern of cost sharing between the employer and the plan members at that point. The actuarial calculations of the OPEB plan reflect a long-term perspective.

Medical Benefits:

The Cincinnati Retirement System offers medical and prescription benefits to retirees before and during Medicare eligibility. Prescription benefits for Medicare eligible participants are provided through a Medicare Part D Employer Group Waiver Plan. CRS administers three health care plans that differ by deductibles, co-pays and out-of-pocket maximums. Two plans are closed groups. The third plan for eligible members who retire on or after January 1, 2016 follows the most advantageous plan offered to active City employees.

Most retirees are subject to premiums that range from 0% to 10%. Other retiree premiums range from 10% to 75% depending on their date of hire, years of service and age at retirement.

Dental & Vision Benefits:

All members electing to participate in the dental and/or vision plan are required to pay the full cost of coverage. As such, it is assumed that CRS has no liability under GASB 74 for these benefits.

# Membership

The following summarizes the membership of the Cincinnati Retirement System as of June 30, 2019:

	Pension	OPEB
Retirees and Beneficiaries (Optionees) receiving benefits*	4,062	4,968
Terminated plan members and Beneficiaries (Optionees)		
entitled to future benefits	212	223
Deferred Retirement Option Plan (DROP) participants	145	145
Active Plan Members		
Full time	2,951	2,357
Part time	1,250	421
Total	8,620	8,114
Inactive Participants**	8,300	Not applicable

<sup>\*</sup> The OPEB members includes 1,366 spouses currently receiving retiree health benefits.

## **Pension Plan**

*Net Pension Liability* – The net pension liability is equal to the total pension liability minus the Fiduciary net position. The net pension liability as of June 30, 2019 is presented below (amounts in thousands):

Total Pension Liability	\$ 2,970,107
Fiduciary Net Position	1,720,206
Net Pension Liability	\$ 1,249,901
Ratio of Fiduciary Net Position to Total	
Pension Liability	57.92%

133

<sup>\*\*</sup> Participants who are former employees who have an employee account balance in the plan but are not otherwise vested in an employee provided benefit.

Actuarial Assumptions - Total pension liability was determined by an actuarial valuation as of December 31, 2018, using the following actuarial assumptions, applied to all periods included in the measurement and rolled forward to the measurement date of June 30, 2019.

Inflation 2.75%

Salary increases, including inflation 3.75 to 7.50%

Investment Rate of Return, 7.5%, net of pension plan investment expenses

Year FNP is projected to be depleted 2046

Mortality Active Members: RP-2014 Mortality Table with a generational

mortality improvement projections using scale MP-2017

Healthy Inactive Members: RP-2014 Mortality Table with generational mortality improvement projections using scale MP-2017, set forward two years for both males and females.

Disabled Inactive Members: RP-2014 Disabled Retiree Mortality Table with generational mortality improvement projections using

scale MP-2017.

The actuarial assumptions used in the December 31, 2018 valuation were based on the results of the last actuarial experience study as of dated February 28, 2018.

*Discount Rate* – The discount rate used to measure the total pension liability was 5.56% as of June 30, 2019 and 7.50% as of June 30, 2018

*Projected cash flows* - The projection of cash flows used to determine the discount rate assumed that plan member contributions of 9% and employer contributions of 16.25% will be made as set out in city council ordinance.

Long-term rate of return - The long-term expected rate of return on pension plan investments was determined using log-normal distribution analysis in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

134

Municipal bond rate - The municipal bond rate of 3.50% as of June 30, 2019 was utilized since the fiduciary net position was projected to be depleted in 2046. The municipal bond rate was based on the Bond Buyer GO 20-year Municipal Bond Index as of June 27, 2019. Consequently, the single equivalent rate used to determine the Total Pension Liability as of June 30, 2019 is 5.56%.

Periods of projected benefit payments - Based on these assumptions, the System's fiduciary net position was projected to be available to make projected future benefit payments for current members through 2046. Assumed asset allocation - The target asset allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

	Target	Long Term Expected
CRS Asset Class	Allocation	Real Rate of Return *
Core Bonds	14.0%	2.8%
High Yield	3.0%	4.9%
Lg Cap Value Equity	7.0%	7.2%
Lg Cap Growth Equity	5.0%	7.1%
Mid-Cap Value Equity	4.0%	7.5%
Mid-Cap Core	4.0%	7.5%
Small Cap Value Equity	7.5%	8.0%
Non US Developed Lg Cap	10.0%	7.4%
Non US Small Cap	5.0%	8.1%
Emerging Markets All Cap	5.0%	8.5%
Emerging Markets-Small Cap	3.0%	8.5%
Real Estate Core Equity	10.0%	7.4%
Infrastructure	7.5%	7.8%
Risk Parity	5.0%	4.1%
Private Equity-FOF	10.0%	11.1%
Total	100.0%	

<sup>\*</sup> Geometric Mean

Sensitivity of the net pension liability to changes in the discount rate – The following table presents the the net pension liability of the System, calculated using the discount rate of 5.56%, as well as what the System's net pension liability calculated using a discount rate that is 1 percentage point lower (4.56%) or 1 percentage point higher (6.56%) than the current rate.

(Amounts in Thousands)	1% Decrease		Curr	ent Discount	1%	Increase
	Rate(4.56%)		Rate(5.56%)		Rat	te(6.56%)
System's Net Pension Liability	\$	1,609,265	\$	1,249,901	\$	950,107

135

Total pension liability - The Total Pension Liability (TPL) at the end of the measurement year, June 30, 2019, is measured as of the valuation date of December 31, 2018 and projected to June 30, 2019. Valuations will be completed every year. Each valuation will be rolled forward six months to provide the GASB liability. There were assumption changes during the period, which are reflected in these numbers. The table below shows the projection of the TPL at the discount rate used for disclosure and plus and minus one percent from the rate used for disclosure. TPL and Service Cost have been determined using the entry age actuarial cost method as mandated in GASB Statement 67. (Amounts in Thousands)

# Projection of Total Pension Liability from Valuation to Measurement Date

Discount Rate	4.56%		5.56%		6.56%	
Valuation Total Pension Liability, 12/31/2018	8					
Actives	\$	910,544	\$	776,718	\$	667,657
Deferred Vested		47,802		40,863		35,432
Retirees		2,357,452		2,138,340		1,952,771
Total	\$	3,315,798	\$	2,955,921	\$	2,655,860
Service Cost		24,272		18,718		14,565
Benefit Payments		(84,951)		(84,951)		(84,951)
Interest		74,352		80,419		84,839
Total Pension Liability 6/30/2019	\$	3,329,471	\$	2,970,107	\$	2,670,313

The TPL as of June 30, 2019 was determined using standard projection (roll forward) techniques. The roll forward calculation shown above adds the service cost (also called the normal cost), reflecting the experience and assumption changes, for the first half of 2019, subtracts the expected benefit payments for the period, and then adjusts for interest based on the single equivalent interest rate used to measure TPL as of the Valuation Date.

he roll forward calculation for the expected change is determined using a similar procedure, except that the TPL and service cost are based on GASB 67/68 results as of the prior Measurement Date, therefore a one-year projection is used, and actual benefit payments are subtracted. The difference between the expected TPL and the projected experience TPL as of June 30, 2019, before reflecting any assumption changes, is the experience (gain) or loss for the period. Finally, there is an assumption loss from reducing the discount rate from 7.50% to 5.56%. The following table depicts the roll forward calculation:

## **Projection of Total Pension Liability**

(Amounts in thousands)	Expected		Experience		Assumption		
Measurement Date		6/30/2018	12/31/2018		1	2/31/2018	
Projection Period		1 year		1/2 year		1/2 year	
Discount Rate		7.50%		7.50%		5.56%	
Total as of Measurement Date	\$	2,359,689	\$	2,417,514	\$	2,955,921	
Service Cost		23,750		11,607		18,718	
Benefit Payments		(169,901)		(84,951)		(84,951)	
Interest		172,502		87,895		80,419	
Net Changes		26,351		14,551		14,186	
Balance at 6/30/2019	\$	2,386,040	\$	2,432,065	\$	2,970,107	
Experience (Gain)Loss [Experience-Expected] \$ 46,025							
Assumption (Gain)Loss [Assumption-Experience]						538,042	

Change in the Net Pension Liability: Changes in the net pension liability for the year ended June 30, 2019 were as follows (amounts in thousands):

	Total	Plan	Net
	Pension	Fiduciary	Pension
	<b>Liability</b>	Net Pension	<b>Liability</b>
Balances at June 30, 2018	\$ 2,359,689	\$ 1,762,196	\$ 597,493
Changes for the year:			
Service cost	23,750		23,750
Interest	172,502		172,502
Difference between expected and			
actual experience	46,025		46,025
Changes of assumptions	538,042		538,042
Contributions - employer		33,763	(33,763)
Contributions - employee		19,457	(19,457)
Net investment income		76,163	(76,163)
Benefit payments, including refunds			
of employee contributions	(169,901)	(169,901)	
Adminstrative expense		(1,472)	1,472
Net changes	610,418	(41,990)	652,408
Balances at June 30, 2019	\$2,970,107	<u>\$1,720,206</u>	<u>\$1,249,901</u>

## **OPEB Trust**

*Net OPEB Liability* - The net OPEB liability is equal to the total OPEB liability minus the fiduciary net position. The net OPEB liability as of June 30, 2019, the measurement date is presented below (amounts in thousands):

Total OPEB Liability	\$ 654,311
Fiduciary Net Position	 489,072
Net OPEB Liability	\$ 165,239

Ratio of Fiduciary Net Position to Total

OPEB Liability 74.75%

Actuarial Assumptions - The total OPEB liability was determined by an actuarial valuation as of December 31, 2018, using the following key actuarial assumptions and other inputs:

Inflation CPI: 2.75%

Medical CPI: 3.25%

Salary increases 3.75% to 7.5% decreasing as years of service

increase

Expected Return on Assets 7.50% per year, net plan investment expense

Municipal Bond Index Rate:

Measurement Date 3.50%
Prior Measurement Date 3.89%

Year PFNP is projected to be depleted:

Measurement Date 2040 Prior Measurement Date 2047

Single Equivalent Interest Rate, net of OPEB plan investment expense, including price

inflation on the:

Measurement Date 5.07% Prior Measurement Date 6.13%

Health Care Cost Trend Rates:

Pre-Medicare 8.00% for 2018 decreasing to an ultimate rate

of 4.00% by 2033

Medicare 8.72%/8.86% for Non-Model and Model Plans,

respectively, for 2018 decreasing to an ultimate

rate of 4.00% by 2033

The demographic actuarial assumptions used in the December 31, 2018 valuation were based on the results of the most recent actuarial experience study, adopted by the Board on March 1, 2018.

Pre-retirement mortality rates were based on the RP-2014 healthy dataset mortality table set forward two years for males and females with fully generational projected mortality improvements using MP-2017.

Post-retirement mortality rates were based on RP-2014 total dataset mortality table set forward two years for males and females with fully generational projected mortality improvements using MP-2017.

Disability mortality rates were based on the RP-2014 disabled mortality table with fully generational projected mortality improvements using MP-2017

Of the CSA employee members eligible for DROP benefits, 60% are assumed to decline participation and 40% are assumed to elect participation. Those electing to participate are assumed to remain in DROP for 3 years.

Of the vested members who terminate, it is assumed that 60% will leave their contributions in the plan in order to be eligible for a benefit at their normal retirement date while the remaining 40% elect to withdraw their contributions.

Long-term expected return – The long-term expected return on plan assets is reviewed as part of the GASB 74 valuation process. Several factors are considered in evaluating the long-term rate of return assumption, including the Plan's current asset allocations and a log-normal distribution analysis using the best-estimate ranges of expected future real rates of return (expected return, net of investment expense and inflation) for each major asset class compiled by Horizon Actuarial Services, LLC in its "Survey of Capital Market Assumptions, 2017 Edition". The long-term expected rate of return was determined by weighting the expected future real rates of return by the target asset allocation percentage and then adding expected inflation. The assumption is not expected to change absent a significant change in the asset allocation, a change in the inflation assumption, or a fundamental change in the market that alters expected returns in future years.

*Target asset allocation* – The target asset allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

	Target	Long Term Expected
CRS Asset Class	Allocation	Real Rate of Return
Core Bonds	14.0%	2.8%
High Yield	3.0%	4.9%
Lg Cap Value Equity	7.0%	7.2%
Lg Cap Growth Equity	5.0%	7.1%
Mid-Cap Value Equity	4.0%	7.5%
Mid-Cap Core	4.0%	7.5%
Small Cap Value Equity	7.5%	8.0%
Non US Developed Lg Cap	10.0%	7.4%
Non US Small Cap	5.0%	8.1%
Emerging Markets All Cap	5.0%	8.5%
Emerging Markets-Small Cap	3.0%	8.5%
Real Estate Core Equity	10.0%	7.4%
Infrastructure	7.5%	7.8%
Risk Parity	5.0%	7.8%
Private Equity-FOF	10.0%	11.1%
Total	100.0%	
	<del></del>	

139

Determination of Discount rate (SEIR) – This plan uses the Bond Buyer GO 20-Bond Municipal Bond Index to satisfy the requirements under paragraph 48 of GASB statement 74. As this index is issued weekly, the value closest to but not after the reporting date is used in determining the appropriate rate. Based on this practice, the municipal bond rate at June 28, 2018 was 3.89% and the municipal bond rate at June 27, 2019 was 3.50%.

The discount rate used to measure the total OPEB liability (TOL) as of the Measurement Date was 6.13%. The projection of cash flows used to determine the discount rate was performed in accordance with GASB statement 74. The projection's basis was an actuarial valuation performed as of December 31, 2018. In addition to the actuarial methods and assumptions of the December 31, 2018 actuarial valuation, the following actuarial methods and assumptions were used to project cash flows:

- No future employee contributions were assumed to be made.
- No future employer contributions were assumed to be made.

Based on these assumptions, the Plan's projected future net position (PFNP) was projected to be depleted in 2040 and, as a result, the Municipal Bond Index Rate was used in the determination of the single equivalent interest rate (SEIR). Here, the long-term expected rate of return of 7.5% on Plan investments was applied to periods through 2040, resulting in an SEIR at the Measurement Date of 5.07%.

The PFNP projections are based upon the Plan's financial status on the valuation date, the indicated set of methods and assumptions, and the requirements described in GASB statement 74. As such, the PFNP projections are not reflective of the cash flows and asset accumulations that would occur on an ongoing plan basis, reflecting the impact of future members. Therefore, the results of this test do not necessarily indicate whether or not the fund will actually run out of money, the financial condition of the Plan, or the Plan's ability to make benefit payments in future years.

Sensitivity of the Net OPEB Liability – The following exhibit presents the NOL of the plan, calculated using current health care cost trend rates, as well as what the Plan's NOL would be if it were calculated using health care cost trend rates that are 1 percentage point lower and 1 percentage point higher than current rates. Similarly, the exhibit presents the net OPEB liability of the plan, calculated using the current discount rate of 5.07%, as well as what the Plans net OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower and 1 percentage point higher than the current rate (amounts in thousands):

	Health Care Cost Trends						
Discount Rate	1%	Decrease	Current	1% Increase			
1% Increase (6.07%)			\$ 100,966				
Current (5.07%)	\$	93,699	\$ 165,239	\$ 251,697			
1% Decrease (4.07%)			\$ 236,131				

140

Please keep in mind that the estimates provided in the prior table were prepared using streamlined calculation techniques and are intended to provide an "order of magnitude" indication of the net OPEB liability's sensitivity to changes in these assumptions. Results based on more refined calculations may yield findings and conclusions different than those suggested by the methodology required under GASB 74, as shown above. For example, one possible refinement would consider the impact of similar changes in bonds yields on Plan assets, including (but not limited to) the valuations of certain fixed income investments held by the Plan. However, as required by GASB rules, we have not made any attempt to adjust the Plan's PFNP to reflect a potentially related change in fixed income asset pricing.

Total OPEB liability – The total OPEB liability (TOL) at the end of the measurement year, June 30, 2019, is measured as of a valuation date of December 31, 2018 and projected to June 30, 2019. Valuations will be completed every year. Each valuation will be rolled forward six months to provide the GASB liability. There were assumption changes during the period, which are reflected in these numbers. The table below shows the projection of the TOL at discount rates equal to the rate used for disclosure and plus and minus one percent from the rate for disclosure. TOL and service cost have been determined using the entry age actuarial cost method as described in paragraph 54 of GASB statement 74.

The following table projects the TOL from the valuation date to the end of the fiscal year. The discount rate plus and minus 1% discount rate liabilities are also shown in the following chart (amounts in thousands):

# **Total OPEB Liability Sensitivity-Discount Rate**

Discount Rate	4.07%	5.07%	6.07%
Valuation Total OPEB Liability, 12/31/2018			
Actives	\$ 212,088	\$ 193,621	\$ 173,175
Retirees	508,972	456,384	412,372
Total	\$ 721,060	\$ 650,005	\$ 585,547
Service Cost	5,226	3,693	2,691
Benefit Payments	(15,560)	(15,560)	(15,560)
Interest	14,477	 16,173	17,359
Total OPEB Liability 6/30/2019	\$ 725,203	\$ 654,311	\$ 590,037

The following table projects the TOL from the valuation date to the end of the fiscal year. The medical trend baseline plus and minus 1% are shown in the following chart (amounts in thousands):

Total OPEB Liability Sensitivity-Healthcare Costs trend

Healthecare Costs Trends Valuation Total OPEB Liability, 12/31/2018	-1.00%		Baseline		1.00%	
Actives	\$	164,996	\$	193,621	\$ 229,635	
Retirees		416,058		456,384	 503,535	
Total	\$	581,054	\$	650,005	\$ 733,170	
Service Cost		2,851		3,693	4,874	
Benefit Payments		(15,560)		(15,560)	(15,560)	
Interest		14,425		16,173	 18,284	
Total OPEB Liability 6/30/2019	\$	582,770	\$	654,311	\$ 740,768	

The TOL as of June 30, 2019 is based on the Plan's actuarial valuation results as of December 31, 2018. The TOL as of June 30, 2019 was determined using standard projection (rollforward) techniques. The roll forward calculation adds the normal cost (also called the service cost) for the projection period – for experience and assumption changes, for the first half of 2019 subtracts the expected net benefit payments for the period, and then applies the SEIR used to measure the total OPEB liability as of the valuation date.

The roll forward calculation for the expected change is determined using a similar procedure, except that the total OPEB liability and service cost are based on GASB statement 75 results as of the prior measurement date, a one-year project period is used, and actual net benefit payments are subtracted. These procedures are show in the following table. The difference between this expected total OPEB liability and the projected total OPEB liability as of June 30, 2019 before reflecting any changes of assumptions or other inputs is the experience (gain) or loss for the period. The impact of measuring the liabilities after reflecting these changes, including but not limited to (a) using a discount rate of 5.07% as opposed to the 6.13% used at the beginning of period, (b) updating health care costs and trend rates-relative to the experience change TOL is shown as an assumption (gain) or loss for the period.

# **Total OPEB Liability Rollforward**

(Amounts in thousands)

	Expected chg.		Experience chg		Assumption Change	
		(1)		(2)		(3)
Measurement Date		7/1/2018		12/31/2018		12/31/2018
Projection Period		1 Year		1/2 Year		1/2 Year
Discount Rate (SEIR)		6.13%		6.13%		5.07%
TOL as of Measurement Date	\$	574,678	\$	581,976	\$	650,005
Service Cost		6,110		2,638		3,693
Interest		34,288		17,419		16,173
Benefit Payments		(31,119)		(15,560)		(15,560)
Net Changes		9,279		4,497		4,306
Balances at 6/30/2019	\$	583,957	\$	586,473	\$	654,311
Experience (Gain)/Loss: [Experience-F	Expect	ted]	\$	2,516		
Assumption (Gain)/Loss: [Assumption-	Exper	rience]			\$	67,838

*Change in net OPEB liability* – Changes in the net OPEB liability for the year ended June 30, 2019 were as follows (amounts in thousands):

	Total	Plan	Net
	OPEB	Fiduciary	OPEB
	<b>Liability</b>	Net Position	<b>Liability</b>
Balances at June 30, 2018	\$ 574,678	\$ 499,020	\$ 75,658
Changes for the year:			
Service cost	6,110		6,110
Interest	34,288		34,288
Difference between expected and			
actual experience	2,516		2,516
Changes of assumptions	67,838		67,838
Net investment income		21,589	(21,589)
Benefit payments, including refunds			
of employee contributions	(31,119)	(31,119)	
Adminstrative expense		(418)	418
Net changes	79,633	(9,948)	89,581
Balances at June 30, 2019	\$ 654,311	\$ 489,072	\$ 165,239

# **Bonds Payable**

Early retirement incentive general obligation bonds are direct obligations and pledge the full faith and credit of the City. General obligation bonds currently outstanding are as follows (amounts in thousands):

Fiscal						
<u>Year</u>	Prir	ncipal	Int	<u>erest</u>	1	Γotal
2020	\$	8	\$	10	\$	18
2021		8		10		18
2022		9		10		19
2023		9		10		19
2024		9		9		18
2025-2029		51		42		93
2030-2034		62		31		93
2035-2039		77		16		93
2040-2041		36		2		38
Total	\$	269	\$	140	\$	409

#### Cash Held with Financial and Investment Banks as of June 30, 2019

Deposits held by the City's Retirement System for which the fiscal year ended June 30, 2019 book balance was \$58,053,000. The June 30, 2019 bank balance was \$17,128,000 and the book balance was \$18,587,000. The cash balance was held by the City Treasurer. The cash equivalents of \$39,466,000 were held in money managers' custodial accounts at the Bank of New York at year-end and are not subject to the same insurance and collateralization requirements as the City's deposits and are uncollateralized.

City's Retirement System's fair value of investments for these funds at June 30, 2019 was \$2,200,573,000. These investments include \$39,961,000 in U.S. Government Bonds, \$53,650,000 in U.S. Government Agencies, \$21,560,000 in Corporate Fixed Income, \$252,784,000 in Private Equity, \$1,132,249,000 in Equity Securities, \$282,572,000 in Other Investments, \$230,964,000 in Real Estate Investments, \$24,719,000 in Private Placements, \$157,121,000 in mutual funds, and \$4,993,000 in international bonds.

In those cases where resources are maintained in trust, the authority for investment of the property rests with either the trust agreement or local ordinance. Investments of the City of Cincinnati Retirement System are, by ordinance, subject to certain terms and limitations. These limitations do not apply to investments in securities of the City and federal government or their agencies. Investments of the Cincinnati Retirement System are uninsured. These securities are held by the counterparty or by its trust department or agent but not in the City's name.

The City of Cincinnati Retirement System's Pension Trust Fund primary investment return objectives are to preserve the safety of principal, earn the highest possible total return consistent with prudent levels of risk, and create a stream of investment returns to insure the systematic and adequate funding of actuarially determined benefits through contributions and professional management of the System assets. The System has established asset allocation goals with acceptable variances specific to the investment manager category. The total fixed income target allocation is 17% with a variance of 4%. The fixed income investment managers are divided between core bond managers (target allocation of 14% with a variance of 2%) and high yield bond managers (target allocation of 3% with a variance of 2%). The remaining investment manager asset target allocations are as follows: domestic equity 27.5% with a variance of 5%, non-U.S. equity 23% with a variance of 5%, real estate equity 10% with a variance of 3%, infrastructure 7.5% with a variance of 3%, risk parity 5% with a variance of 2.5%, and private equity 10% with a range of 0.0% to 14%.

# City of Cincinnati Retirement System Investments and Derivatives Measured at Fair Value (GASB 72) June 30, 2019

(Amounts in Thousands)

Private Equities   Paging Mutual Funds			Fair Value Measurements Using				
Investments by Fair Value Level   Clevel 1)				Active Markets	Other observable	Und	bservable
Corporate Bonds	Investments by Fair Value Level			(Level 1)	_		_
Done Mutual Fund	Debt Securities:						
Numericational Bonds	Corporate Bonds \$	21,560		\$	21,560		
US Government Bonds         39,961         39,961         24,719         24,719         24,719         24,719         5,6247         \$ 6,247	Bond Mutual Fund	157,121	\$	157,121			
Private placements         24,719         24,719         24,719         5,6247           Senior Loan Fund         6,247         \$ 6,247         \$ 6,247           US Agencies         53,650         \$ 33,650         \$ 6,247           Total Debt Securities         308,251         197,082         104,922         6,247           Equity Securities         94,783         94,783         94,783         P4,783         94,783         94,783         P4,783         94,783         94,783         P4,783         94,783	International Bonds	4,993			4,993		
Senior Loan Fund	US Government Bonds	39,961		39,961			
US Agencies   53,650   197,082   104,922   6,247	Private placements	24,719			24,719		
Equity Securities	Senior Loan Fund	6,247				\$	6,247
Equity Securities   94,783	US Agencies	53,650			53,650		
Domestic Equites	Total Debt Securities	308,251	-	197,082	104,922	· ·	6,247
Domestic Equites	Equity Securities						
Private Equity Mutual Funds   172,026   172,026   100,764   100,		94,783		94,783			
Private Equity         Private Equity Infox         Private Information Info	Emerging Market Equities Mutual Funds	172,026		172,026			
Private Equity         Venture Capital and LBO Funds         177,056         177,056         177,056         177,056         177,056         177,056         175,728         75,728         177,056	Global Equity Mutual Funds	100,764		100,764			
Venture Capital and LBO Funds         177,056         177,056         177,056           High Yield Bond Fund         75,728         75,728         170,056           Other Assets         75,728         75,728         177,056           Other Assets         83,215         11,720         71,495         159,121           Infrastructure         159,121         1	Total Equity Securities	367,573		367,573			
Venture Capital and LBO Funds         177,056         177,056         177,056           High Yield Bond Fund         75,728         75,728         170,056           Other Assets         75,728         75,728         177,056           Other Assets         83,215         11,720         71,495         159,121           Infrastructure         159,121         1	Private Equity						
High Yield Bond Fund         75,728         75,728         75,728         177,056           Other Assets         83,215         11,720         71,495         159,121           Infrastructure         159,121         159,121         159,121         159,121         159,121           Total Investments by Fair Value Level         1,170,944         \$ 576,375         \$ 252,145         \$ 342,424           Investments Measured at the Net Asset Value         230,964         Northern Trust Domestic Valued at NAV         \$ 539,955           Northern Trust International Equity Index Funds 2         539,955         Northern Trust International Valued at NAV         \$ 224,721           Risk Parity measured at Net Asset Value (NAV)         33,989         Financial Statements         \$ 1,132,249           Total Investments at the Net Asset Value (NAV)         1,029,629         Other Assets reconciled to Financial Statements         \$ 1,132,249           Total Investments measured at Fair Value         \$ 2,200,573         Other Assets reconciled to Financial Statements         \$ 6,247           Risk Parity at NAV and FMV         117,040           Infrastructure         159,121		177.056					177.056
Other Assets         Global Risk Parity         83,215         11,720         71,495         159,121           Infrastructure         159,121 </td <td></td> <td></td> <td></td> <td></td> <td>75.728</td> <td></td> <td></td>					75.728		
Other Assets         Global Risk Parity         83,215         11,720         71,495         159,121           Infrastructure         159,121         159,121         159,121         159,121           Total Investments by Fair Value Level         1,170,944         576,375         252,145         342,424           Investments Measured at the Net Asset Value         Equity reconciled to Financial Statements           Real Estate Funds 1         230,964         Northern Trust Domestic Valued at NAV         539,955           Northern Trust Domestic Equity Index Funds 2         539,955         Northern Trust International Valued at NAV         224,721           Risk Parity measured at Net Asset Value (NAV) 3         33,989         Financial Statements         \$ 1,132,249           Total Investments at the Net Asset Value (NAV) 1,029,629         Other Assets reconciled to Financial Statements         \$ 6,247           Total Investments measured at Fair Value         2,200,573         Other Assets reconciled to Financial Statements         \$ 6,247           Risk Parity at NAV and FMV         117,204           Infrastructure         159,121	3	-					177,056
Global Risk Parity Infrastructure Total other Assets 242,336 11,720 71,495 159,121  Total Investments by Fair Value Level 1,170,944 1,170,944 1,170,944 1,170,944 1,170,944 1,170,944 1,170,945 1,170,946 1,17	• •	,			,		,
Infrastructure Total other Assets  242,336  11,720  71,495  159,121  Total Investments by Fair Value Level  1,170,944  Soft,375  Soft,37		83,215		11,720	71,495		
Total other Assets 242,336 11,720 71,495 159,121  Total Investments by Fair Value Level 1,170,944 \$ 576,375 \$ 252,145 \$ 342,424  Investments Measured at the Net Asset Value Real Estate Funds 1 230,964 Northern Trust Domestic Equity Index Funds 2 539,955 Northern Trust International Equity Index Funds 2 224,721 Northern Trust International Equity Index Funds 3 33,989 Total Investments at the Net Asset Value (NAV) 1,029,629  Total Investments measured at Fair Value \$ 2,200,573	•			,	,		159,121
Investments Measured at the Net Asset Value  Real Estate Funds  Northern Trust Domestic Equity Index Funds  Solve Funds  Northern Trust International Equity Index Funds  Risk Parity measured at Net Asset Value (NAV)  Total Investments at the Net Asset Value (NAV)  Total Investments measured at Fair Value  \$ 2,200,573   Solve Funds  Solve Fun	Total other Assets			11,720	71,495		
Real Estate Funds <sup>1</sup> Northern Trust Domestic Equity Index Funds <sup>2</sup> Northern Trust Domestic Equity Index Funds <sup>2</sup> Northern Trust International Equity Index Funds <sup>2</sup> Risk Parity measured at Net Asset Value (NAV) <sup>3</sup> Total Investments at the Net Asset Value (NAV) <sup>3</sup> Total Investments measured at Fair Value \$ 2,200,573  Total Investments measured at Fair Value \$ 2,200,573  Total Investments measured at Fair Value \$ 2,200,573  Northern Trust International Valued at NAV 224,721  Equity Securities listed in Fair Value Level 367,573  Financial Statements \$ 1,132,249  Other Assets reconciled to Financial Statements  Senior Loan Fund \$ 6,247  Risk Parity at NAV and FMV 117,204  Infrastructure 159,121	Total Investments by Fair Value Level	1,170,944	\$	576,375	252,145	\$	342,424
Real Estate Funds <sup>1</sup> Northern Trust Domestic Equity Index Funds <sup>2</sup> Northern Trust Domestic Equity Index Funds <sup>2</sup> Northern Trust International Equity Index Funds <sup>2</sup> Risk Parity measured at Net Asset Value (NAV) <sup>3</sup> Total Investments at the Net Asset Value (NAV) <sup>3</sup> Total Investments measured at Fair Value \$ 2,200,573  Total Investments measured at Fair Value \$ 2,200,573  Total Investments measured at Fair Value \$ 2,200,573  Northern Trust International Valued at NAV 224,721  Equity Securities listed in Fair Value Level 367,573  Financial Statements \$ 1,132,249  Other Assets reconciled to Financial Statements  Senior Loan Fund \$ 6,247  Risk Parity at NAV and FMV 117,204  Infrastructure 159,121	Investments Measured at the Net Asset Value			Equity reconciled to Fina	ncial Statements		
Northern Trust Domestic Equity Index Funds <sup>2</sup> 539,955 Northern Trust International Valued at NAV 224,721  Northern Trust International Equity Index Funds <sup>2</sup> 224,721 Equity Securities listed in Fair Value Level 367,573  Risk Parity measured at Net Asset Value (NAV) 333,989 Financial Statements \$ 1,132,249  Total Investments at the Net Asset Value (NAV) 1,029,629  Total Investments measured at Fair Value \$ 2,200,573		230,964				\$	539,955
Northern Trust International Equity Index Funds 2 224,721 Equity Securities listed in Fair Value Level 367,573  Risk Parity measured at Net Asset Value (NAV) 3 33,989  Total Investments at the Net Asset Value (NAV) 1,029,629  Total Investments measured at Fair Value \$ 2,200,573  Total Investments measured at Fair Value \$ 2,200,573  Risk Parity at NAV and FMV 117,204  Infrastructure 159,121	_			Northern Trust International Valued at NAV			224,721
Total Investments at the Net Asset Value (NAV)  1,029,629  Other Assets reconciled to Financial Statements Senior Loan Fund Risk Parity at NAV and FMV 117,204 Infrastructure 119,121		224,721		Equity Securities listed in Fair Value Level			367,573
Total Investments measured at Fair Value \$ 2,200,573   Other Assets reconciled to Financial Statements  Senior Loan Fund \$ 6,247  Risk Parity at NAV and FMV 117,204  Infrastructure 159,121	Risk Parity measured at Net Asset Value (NAV) $^{3}$	33,989		Financial Statements		\$	1,132,249
Total Investments measured at Fair Value \$\frac{2,200,573}{\text{Risk Parity at NAV and FMV}}\$\text{Senior Loan Fund}\$\$\$\$\$\$ \$6,247\$	Total Investments at the Net Asset Value (NAV)	1,029,629					
Risk Parity at NAV and FMV 117,204 Infrastructure 159,121					o Financial Statements		
Infrastructure 159,121	Total Investments measured at Fair Value \$	2,200,573		Senior Loan Fund		\$	6,247
				Risk Parity at NAV and I	FMV		117,204
Financial Statements \$ 282,572				Infrastructure			159,121
				Financial Statements		\$	282,572

145

#### **Investments Measured at the Net Asset Value**

(Amounts in Thousands)

(Amounts in Thousands)	Net Asset Value	Unfunded Commitments	Redemption Frequency	Redemption Notice Period
Real Estate Funds (1)	\$230,964	\$0	Quarterly	45 - 90 days
Commingled Index Funds (2)	\$764,676	\$0	Daily	1 day
Risk Parity (3)	\$33,989	\$0	Monthly	15 days

- (1) The City of Cincinnati Retirement System's real estate investments consist of two core open-end real estate funds and two value-added open-end real estate funds that primarily invest in U.S. commercial real estate. The fair values of these investments have been determined using the NAV per share of the System's ownership interest in partners' capital. These investments are eligible for redemption on a quarterly basis with notice periods ranging from 45 90 days.
- (2) The City of Cincinnati Retirement System's commingled index fund investments consist of four openend U.S. equity funds that invest in publicly traded US equities and one global equity fund. The fair values of these investments have been determined using the NAV per share of the investments. These investments are eligible for redemption on a daily basis with a notice period of one day.
- (3) The City of Cincinnati Retirement System's risk parity investment consists of one global risk fund which invests in a liquid diversified portfolio. The fair value of this investment has been determined using the NAV per share of investments. These investments are eligible for redemption on a monthly basis with a notice period of 15 days.

146

# City of Cincinnati Retirement System Investment Summary June 30, 2019

(Amounts in	Thousands)		Fair	Percent of Total
Stock:		_	Value	Investments
US Co	ommon Stock			
	Consumer Discretionary	\$	12,891	0.6%
	Consumer Staples		4,076	0.2%
	Energy		3,033	0.1%
	Financial Services		18,673	0.8%
	Health Care		6,350	0.3%
	Materials and Processing		9,383	0.4%
	Industrials		8,057	0.4%
	Technology		15,354	0.7%
	Utilities		5,118	0.2%
	Real Estate	-	11,848	0.5%
	Total US Common Stock		94,783	4.2%
Other	International Stock		224,721	10.2%
	Northern Trust Domestic Index Funds		539,955	24.6%
	Emerging Market Equity Funds		172,026	7.8%
	International mutual Funds		100,764	4.6%
	Total Other	_	1,037,466	47.2%
	Total Stock Equities	_	1,132,249	51.4%
Debt:	1		, - , -	
<u>Corpor</u>	rate Bonds			
	Finance		11,066	0.5%
	Health Care		547	0.0%
	Industrial		5,106	0.2%
	Transportation		898	0.0%
	Utilities		1,755	0.1%
	Telecom	_	2,188	0.1%
			21,560	0.9%
US Go	overnment Bonds			
	US Government Bonds		39,961	1.8%
	US Government Agencies	_	53,650	2.4%
			93,611	4.2%
Private	e placements		24,719	1.1%
Senior	Loan Fund		6,247	0.3%
Interna	ational Bonds		4,993	0.2%
Bond I	<u>Mutual Fund</u>	_	157,121	7.1%
	Total Debt		308,251	13.8%
Other Inves	tments:			
	(Risk Parity and Infrastructure)		276,325	12.7%
	Equity (High Yield fund included with Debt)		252,784	11.6%
Real E			230,964	10.5%
	Total Other Investments	<del>-</del> -	760,073	34.8%
	Total Investments	\$_	2,200,573	100.0%

#### Interest Rate Risk

The interest rate risk is addressed by guidelines that require the weighted duration of the investments to be within a range of the duration of a benchmark index. For bonds, the average effective duration may not vary more than 25%. At June 30, 2019, the System had the following investments subject to interest rate risk (amounts in thousands):

	Investment Maturities (in years)							
Investment Type	Fair Value	Less Than 1	1 to 5	6 to 10	More than 10			
Cash Equivalents	\$ 38,267	\$ 38,267						
Fixed Investments								
Corporate Bonds	21,560	1,812	\$ 11,767	\$ 2,988	\$ 4,993			
International Bonds	4,993		2,337	2,307	349			
Private Placements	24,719	2,446	8,058	3,997	10,218			
US Agencies	53,650	13,753	1,131	6,392	32,374			
US Governments	39,961	1,376	1,812	24,690	12,083			
Derivatives								
Future Contracts	137	104	15	9	9			
Total	\$ 183,287	\$ 57,758	\$ 25,120	\$ 40,383	\$ 60,026			

## Concentration of Credit Risk

The concentration of credit risk is minimized by the diversification policy, which requires the assets to be allocated across major asset classes and be diversified broadly within each asset class. The investment firm is required to notify the System when, in aggregate as a firm, the organization owns more than 10% of the outstanding shares in a single stock. Also, within the fixed investment asset class each of the investment managers may not allow a single issuer to comprise more than 5% of the portfolio's market value. For the U.S. equity and the Non-U.S. equity, no single security shall comprise more than 10% of the portfolio's market value for each investment manager. To further limit the concentration of credit risk, the U.S. equity investment managers are not permitted for the aggregate positions within each equity manager's portfolio to exceed 5% of the fair market value of the outstanding stock in any company. The limit for Non-U.S. equity investment managers is 1.5%.

#### Credit Risk

In order to reduce credit risk, the core bond managers are required to maintain 80% of their portfolios in investment grade securities. The remaining 20% may be invested in below investment grade securities, defined as investments with a middle rating below BBB- (S&P), Baa3 (Moody's), or BBB- (Fitch). The high yield bonds overall portfolio average quality rating should be not less than B based upon the rating of at least two of the three rating agencies (S&P, Moody's, and Fitch). The following chart provides the investments held by the System summarized by credit rating at June 30, 2019 (amounts in thousands):

Investment Type		Total Fair Value	AAA		AA		A	ввв		вв		В	C	CCC	Not Rated
Cash Equivalents	\$	38,267		\$	\$ 19,320										\$ 18,947
Fixed Investments															
Corporate Bonds		21,560				\$	3,763	\$	12,874	\$	3,939	\$ 865	\$	119	
International Bonds		4,993			304		734		2,874		373	708			
Private Placements		24,719	\$ 4,591		1,043		2,909		10,667		4,228	582		51	648
US Agencies		53,650	2,702		37,225		428								13,295
US Governments		39,961	36,551		3,410										
Derivatives															
Future Contracts	_	137		_		_		_					_		137
Total	\$	183,287	\$ 43,844	\$	61,302	\$	7,834	\$	26,415	\$	8,540	\$ 2,155	\$	170	\$ 33,027

## Foreign Currency Risk

Foreign currency risk is the risk that changes in exchange rates will adversely affect the fair value of an investment or a deposit. The System's target allocation for non-U.S. equities is 23% of the total investment assets with 10% in developed large cap, 5% in small cap, 5% in emerging markets all-cap, and 3% in emerging markets small cap. The non-U.S. equity managers may hold up to 5% of its portfolio in a money market or cash. Currency hedging which includes forward currency contracts and cross currency hedging, are permitted for defensive purposes. The System's exposure to foreign currency risk at June 30, 2019 is as follows (amounts in thousands):

Currency	Fair V	/alue	Fixed Income		Cash
Danish Krone	\$	52		\$	52
Euro Currency		513			513
Japanese Yen		329			329
Mexican New Peso	2	2,242	\$ 2,242		
Swedish Krona		31			31
Swiss Franc		611			611
United Kingdom Pound Sterling		54			54
Uruguayan Peso		458	458	_	
Tota	1 \$4	,290	\$ 2,700	\$_	1,590

#### Custodial Credit Risk

As for custodial credit risk, the fund only requires collateral for their securities lending program as discussed in the Securities Lending section of this footnote.

## **Securities Lending**

City statutes and board of trustee policies permit the City of Cincinnati Retirement System to use investments of the plan to enter into securities lending transactions – loans of securities to broker-dealers and other entities for collateral with a simultaneous agreement to return the collateral for the same security in the future. Securities are loaned in exchange for collateral that may include cash, U.S. government securities and irrevocable letters of credit. U.S. securities are loaned in exchange for collateral valued at 102% of the market value of the securities plus any accrued interest. Non-U.S. securities are loaned in exchange for collateral valued at 105% of the market value of the securities plus any accrued interest. Collateral cannot be pledged or sold unless the borrower defaults. The borrower is required to pay to the Lender the equivalent of all interest and dividends that are paid by the issuer during the term of the loan. All security loans can be terminated on demand by either the lender or the borrower, although the average term of the System's overall loans was 1 day for the year ended June 30, 2019. Cash collateral is invested in a short-term investment pool, which had an average weighted maturity of 7 days as of June 30, 2019.

Cash collateral may also be invested separately in "term loans", in which the maturity of the term loan is matched to either the maturity of the cash collateral invested or the interest rate reset of the cash collateral invested. These loans have rights of substitution and securities can be recalled on demand. As of June 30, 2019, there were no violations of legal or contractual provisions, no borrower or lending agent default and no losses known to the securities lending agent. There are no dividends or coupon payments owed on the securities lending expenses may exceed earnings when the investable asset base is small.

The following represents the balances relating to the securities lending transactions at the financial statement date (amounts in thousands):

	Fair Value of	Cash Collateral
Securities Lent	Underlying	Received/Securities
	Securities	Collateral Value
Lent for Cash Collateral:		
U.S. Corporate Fixed Income	\$ 9,930	\$ 10,159
Total	\$ 9,930	\$ 10,159
Non-Cash Collateral:	\$ 11,509	\$ 12,532

The following maturity chart for securities lending collateral provides information pertinent to interest rate risk (amounts in thousands):

Investment Maturities (in years)														
Asset class		Less Than 1	N	More than 15	Total									
Asset Backed Security			\$	1,667 \$	1,667									
Repurchase Agreements	\$_	703			703									
Total	\$	703	\$	1,667 \$	2,370									

In order to determine credit rate risk for the securities lending collateral, the following chart is useful (amounts in thousands):

		Fair		CC	D		Not
Investment Type		Value			Default	F	Rated
Asset Backed Security	\$	1,667	\$	171	\$ 1,496		<u>.</u>
Repurchase Agreements	_	703				\$_	703
Total	\$	2,370	\$	171	\$ 1,496	\$	703

#### **Derivatives**

Derivatives are generally defined as a financial instrument whose characteristics and value depend on, or derive from, the value and characteristics of an underlying asset which is typically a commodity, bond, equity or currency. A derivative for financial statement purposes contains three traits: settlement factor, leverage, and net settlement. The retirement system enters into certain derivative financial instruments, primarily to enhance the performance and/or reduce the volatility of the portfolio.

The retirement system's investment-grade bond managers, Non-U.S. equity managers, and cash equitization manager are authorized to invest in derivatives. The derivatives permitted are: forwards, options, swaps, and futures. The derivatives held at the end of the fiscal period were for investment purposes only. The Non-U.S. equity manager is authorized to utilize currency hedging for defensive purposes, although the manager did not partake in hedging at year end.

As of June 30, 2019, CRS held investment derivatives consisting of futures, but had no swaps, forward contracts, or options. Gains and losses are included in the net appreciation/(depreciation) in the fair value of investments total in the Statement of Changes in Fiduciary Net Position.

A forward contract (forward) is an obligation to buy (sell) an asset at a fixed price on a predetermined date. Forwards are over the counter instruments, which means they are not traded on an organized exchange. The price specified for the foreign currency, government securities, or other asset may be higher or lower than the actual market price at the time of delivery.

A swap is a transaction which exchanges one currency, obligation or financial instrument for another. Swaps are over-the-counter instruments. Usually a set of future cash flows are exchanged between two counterparties. Interest rate swaps involve the exchange of one stream of future interest payments for another based on a specified principal amount. Usually fixed and floating interest rates are exchanged. A credit default swap allows the transfer of third party credit risk from one party to the other. One party in a credit default swap is a lender whom faces credit risk from a third party. The counterparty to the swap agrees to insure this risk in exchange for regular periodic payments.

Options convey the right, but not the obligation, to engage in a future investment transaction. A call is an option contract that gives the buyer the right, but not the obligation, to exercise the option and buy an asset at the strike price on or at any time up to the expiration date. A put is an option contract that gives the buyer the right, but not the obligation, to sell an asset at the strike price on or at any time up to the expiration date.

Futures are exchange-traded contracts that require an asset to be bought (sold) at a specified price on a specified future date. Unlike options, futures convey an obligation to buy (sell) an investment. The contracts contain standardize terms, trade on a formal exchange, are regulated by overseeing agencies, and are guaranteed by clearinghouses.

As of June 30, 2019, CRS had the following exposure via futures contracts (Notional and Fair Value in thousands):

		Long/		No	otional	Fa	air
Futures Contract	Expiration	Short	Quantity	V	alue*	V	alue
US Long Bond Future (CBT)	09/08/2019	Long	9	\$	1,391	\$	9
US 10YR Note Future (CBT)	09/08/2019	Short	10		1,271		9
US 5YR Note Future (CBT)	09/18/2019	Long	20		2,348		15
S&P500 EMINI Future (CME)	09/18/2019	Long	52		7,593		63
MSCI EAFE Future (NYF)	09/18/2019	Long	28		2,662		30
MSCI EMGMKT Future (NYF)	09/21/2019	Long	27		1,411		11
			Total	\$	16,676	\$	137

<sup>\*</sup> Notional value is the nominal or face amount that is used to calculate payments made on derivative instruments (futures, forwards, swaps, etc.). The notional amount represents the economic equivalent to an investment in the physical securities represented by the derivative contract.

151

# CITY OF CINCINNATI, OHIO

# **Statement of Plan Net Position**

# Pension Trust Fiscal Year Ending June 30, 2019

(Amounts in Thousands)

	Pension	Healthcare	
	Trust	115 Trust	Total
<u>Assets</u>			
Cash and Cash Equivalents	\$ 45,203 \$	12,850	\$ 58,053
Investments, at fair value:			
International Bonds	3,888	1,105	4,993
US Government Bonds	31,115	8,846	39,961
Corporate Fixed Income	16,787	4,773	21,560
US Agencies	41,773	11,877	53,650
Equities - Common Stock	881,601	250,648	1,132,249
Mutual Funds	122,339	34,782	157,121
Private Equity	196,825	55,959	252,784
Real Estate	179,835	51,129	230,964
Private Placements	19,247	5,472	24,719
Other Assets (Alternatives)	220,019	62,553	282,572
	1,713,429	487,144	2,200,573
Collateral on Loaned Securities	17,667	5,023	22,690
Receivables:			
Accounts Receivable - Other	1,201	342	1,543
Accounts Receivable for Securities	9,995	2,842	12,837
Accrued Interest and Dividends	1,827	519	2,346
Due from Primary Government	807	230	1,037
Loans Receivable	20	6	26
Machinery and Equipment	371	106	477
Accumulated Depreciation	(349)	(99)	(448)
Total Assets	\$ 1,790,171 \$	508,963	2,299,134
<u>Liabilities</u>			
Accounts Payable - Other	1,749	497	2,246
Accounts Payable for Securities Purchased	20,064	5,704	25,768
Due to Primary Government	38	11	49
Obligations Under Securities Lending	17,667	5,023	22,690
Accrued Payroll	36	10	46
Accrued Liabilities	30,042	8,541	38,583
Bonds Payable	209	60	269
Estimated Liability for Compensated Absences	160	45	205
Total Liabilities	69,965 \$	19,891	89,856
N		_	_
Net position	1.720.206		1.720.206
Held in Trust for Employees' Pension Benefits	1,720,206 \$		1,720,206
Held in Trust for Employees' Postemployment		400.073	400.0==
Healthcare Benefits		489,072	489,072
Combined Net Position	\$ 1,720,206 \$	489,072 \$	2,209,278

152

# CITY OF CINCINNATI, OHIO Statement of Changes in Position

# Pension Trust Fiscal Year Ending June 30, 2019

(Amounts in Thousands)

		Pension Trust		Healthcare 115 Trust		Total
ADDITIONS:						
Contributions:						
Members	\$	19,457	\$		\$	19,457
Employers	-	33,763	-		-	33,763
Total Contributions:	-	53,220	-		_	53,220
Transfers From Other Retirement Systems		84				84
Investment Income						
From Investing Activities:						
Interest & Dividends		24,532		6,961		31,493
Proceeds from Litigation		146		42		188
Net Appreciation (Depreciation) in Fair Value of Investments	_	56,877	_	16,139	_	73,016
Investment Income		81,555		23,142		104,697
Less Investment Management Expenses:	-	5,402	_	1,533	_	6,935
Net Income From Investing Activities	_	76,153	-	21,609	_	97,762
From Security Lending Activities:						
Securities Lending Income:	_	73	_	21	_	94
Securities Lending Expense:						
Borrower Rebates		(171)		(48)		(219)
Management Fees	_	24	_	7	_	31
Total Securities Lending Activities Expenses	-	(147)	_	(41)	_	(188)
Net Income from Securities Lending Activities	_	(74)	_	(20)	_	(94)
Total Additions:	_	129,383	_	21,589	_	150,972
DEDITIONS.						
DEDUCTIONS:						
Benefits Payments:		177 179				167 170
Pensions and Annuities Hospital and Medical Care		167,178		21 110		167,178
		581		31,119		31,119 581
Death Benefits, Active and Retired Transfers - Retirement to other Systems		67				67
Total Benefits:	-		-	31,119	-	
	-	167,826	-	31,119	-	198,945
Refunds of Contributions	-	2,075	-		-	2,075
Administration Expenses;						
Personal Services		1,026		291		1,317
Contractual Services		355		101		456
Material & Supplies		87		25		112
Depreciation	-	4	-	1	_	5
Total Administrative Expenses:	-	1,472	-	418	_	1,890
Total Deductions:	-	171,373	-	31,537	_	202,910
Net Increase ( Decrease )		(41,990)		(9,948)		(51,938)
Net Position restricted for Benefits						
Beginning of Year	-	1,762,196	-	499,020	_	2,261,216
End of Year	\$	1,720,206	\$	489,072	\$_	2,209,278

153

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# REQUIRED SUPPLEMENTARY INFORMATION

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# City of Cincinnati, Ohio Required Supplementary Information 1 Ohio Police and Fire Pension Fund Net Pension Liability Schedules (Amounts in thousands)

# Schedule of Proportionate Share of the Net Pension Liability Last Six Fiscal Years (1)

	2019	2018	2017	2016	2015	 2014 (2)
City's Proportion of the Net Pension Liability	7.25719%	7.20554%	7.15240%	7.03491%	6.86072%	6.86072%
City's Proportionate Share of the Net Pension Liability	\$ 592,378	\$ 442,237	\$ 453,026 \$	452,561	\$ 355,414	\$ 334,139
City's Covered Payroll	\$ 159,361	\$ 157,892	\$ 155,087 \$	143,712	\$ 136,107	\$ 131,554
City's Proportionate Share of the Net Pension Liability as a Percentage of its Covered Payroll	371.72%	280.09%	292.11%	314.91%	261.13%	253.99%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	63.07%	70.91%	68.36%	66.77%	72.20%	73.00%

<sup>(1) -</sup> The amounts presented for each fiscal year were determined as of the calendar year-end that occurred within the fiscal year.
(2) - Information prior to 2014 was not available.

# Schedule of City's Pension Contributions Last Ten Fiscal Years

	 2019		2018		2017	017 2016		2015		2014		2013 (3)		 2012	 2011	 2010	
Contractually Required Contributions	\$ 35,101	\$	32,885	\$	32,576	\$	30,274	\$	29,552	\$	26,295	\$	9,580	\$ 19,616	\$ 19,612	\$ 20,902	
Contributions in Relation to the Contractually Required Contributions	 (35,101)	_	(32,885)	-	(32,576)	_	(30,274)		(29,552)		(26,295)		(9,580)	 (19,616)	 (19,612)	 (20,902)	
Contribution Deficiency (Excess)	\$ 	\$		\$		\$		\$		\$		\$		\$ 	\$ 	\$ 	
City's Covered Payroll	\$ 167,079	\$	166,948	\$	155,041	\$	144,248	\$	140,540	\$	132,536	\$	64,913	\$ 133,600	\$ 134,036	\$ 142,751	
Contributions as a Percentage of Covered Payroll	21.01%		19.70%		21.01%		20.99%		21.03%		19.84%		14.76%	14.68%	14.63%	14.64%	

<sup>(3) - 2013</sup> represents the short period covering January 1, 2013 to June 30, 2013, when the City changed reporting periods. 2012 and prior represent calendar year reporting periods.

See Notes to the Required Supplementary Pension Information.

# City of Cincinnati, Ohio Required Supplementary Information 2 Ohio Police and Fire Pension Fund Net OPEB Liability Schedules (Amounts in thousands)

# Schedule of Proportionate Share of the Net OPEB Liability Last Three Fiscal Years $(1)\,$

	2019	2018	 2017 (2)
City's Proportion of the Net OPEB Liability	7.25719%	7.20554%	7.15240%
City's Proportionate Share of the Net OPEB Liability	\$ 66,088	\$ 408,256	\$ 339,508
City's Covered Payroll	\$ 159,361	\$ 157,892	\$ 155,087
City's Proportionate Share of the Net OPEB Liability as a Percentage of its Covered Payroll	41.47%	258.57%	218.91%
Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability	46.57%	14.13%	15.96%

The amounts presented for each fiscal year were determined as of the calendar year-end that occurred within the fiscal year.
 Information prior to 2017 was not available.

# Schedule of City's OPEB Contributions Last Ten Fiscal Years

	 2019		2018		2017 (3)		2016		2015		2014		2013 (3)		2012		2011	 2010	
Contractually Required Contributions	\$ 835	\$	778	\$	775	\$	721	\$	1,494	\$	2,220	\$	4,382	\$	9,017	\$	9,047	\$ 9,635	
Contributions in Relation to the Contractually Required Contributions	 (835)	_	(778)	_	(775)		(721)		(1,494)		(2,220)		(4,382)		(9,017)	_	(9,047)	 (9,635)	
Contribution Deficiency (Excess)	\$ 	\$		\$		\$		\$		\$		\$		\$		<u>\$</u>		\$ 	
City's Covered Payroll	\$ 167,079	\$	166,948	\$	155,041	\$	144,248	\$	140,540	\$	132,536	\$	64,913	\$	133,600	\$	134,036	\$ 142,751	
Contributions as a Percentage of Covered Payroll	0.50%		0.47%		0.50%		0.50%		1.06%		1.68%		6.75%		6.75%		6.75%	6.75%	

<sup>(3) - 2013</sup> represents the short period covering January 1, 2013 to June 30, 2013, when the City changed reporting periods. 2012 and prior represent calendar year reporting periods.

See Notes to the Required Supplementary OPEB Information.

#### City of Cincinnati, Ohio Required Supplementary Information 3 Ohio Public Employees Retirement System-Traditional Pension Plan Net Pension Liability Schedules (Amounts in thousands)

# Schedule of Proportionate Share of the Net Pension Liability Last Six Fiscal Years (1)

	 2019	2018	2017	2016	2015	 2014 (2)
City's Proportion of the Net Pension Liability	0.065821%	0.068829%	0.075000%	0.076455%	0.084999%	0.085182%
City's Proportionate Share of the Net Pension Liability	\$ 18,027	\$ 10,797	\$ 17,023	\$ 13,250	\$ 10,260	\$ 10,042
City's Covered Payroll	\$ 9,366	\$ 9,661	\$ 9,752	\$ 9,565	\$ 10,423	\$ 10,783
City's Proportionate Share of the Net Pension Liability as a Percentage of its Covered Payroll	192.47%	111.76%	174.56%	138.53%	98.44%	93.13%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	74.70%	84.66%	77.25%	81.08%	86.45%	86.36%

<sup>(1)</sup> - The amounts presented for each fiscal year were determined as of the calendar year-end that occurred within the fiscal year.

#### Schedule of City's Pension Contributions Last Ten Fiscal Years

	 2019		2018		2017	_	2016	2015	 2014	2	013 (3)		2012	_	2011	 2010
Contractually Required Contributions	\$ 1,231	\$	1,205	\$	1,149	\$	1,148	\$ 1,280	\$ 1,246	\$	729	\$	1,236	\$	1,285	\$ 1,193
Contributions in Relation to the Contractually Required Contributions	 (1,231)	_	(1,205)	_	(1,149)		(1,148)	 (1,280)	 (1,246)		(729)	_	(1,236)	_	(1,285)	 (1,193)
Contribution Deficiency (Excess)	\$ 	\$		\$		\$		\$ 	\$ 	\$		\$		\$		\$ 
City's Covered Payroll	\$ 8,793	\$	9,337	\$	9,181	\$	9,564	\$ 10,664	\$ 10,386	\$	5,607	\$	12,357	\$	12,850	\$ 13,379
Contributions as a Percentage of Covered Payroll	14.00%		12.91%		12.51%		12.00%	12.00%	12.00%		13.00%		10.00%		10.00%	8.92%

<sup>(3) - 2013</sup> represents the short period covering January 1, 2013 to June 30, 2013, when the City changed reporting periods. 2012 and prior represent calendar year reporting periods.

Note: The City's Financial Reporting entity does not include the Metropolitan Sewer District which operates as part of the City and is an enterprise fund for Hamilton County, Ohio.

See Notes to the Required Supplementary Pension Information.

<sup>(2) -</sup> Information prior to 2014 was not available.

# City of Cincinnati, Ohio Required Supplementary Information 4 Ohio Public Employees Retirement System Net OPEB Liability Schedules (Amounts in thousands)

# Schedule of Proportionate Share of the Net OPEB Liability Last Three Fiscal Years (1)

	 2019	 2018	2017 (2)
City's Proportion of the Net OPEB Liability	0.063798%	0.067076%	0.071978%
City's Proportionate Share of the Net OPEB Liability	\$ 8,318	\$ 7,284	\$ 7,270
City's Covered Payroll	\$ 9,366	\$ 9,661	\$ 9,752
City's Proportionate Share of the Net OPEB Liability as a Percentage Percentage of its Covered Payroll	88.81%	75.40%	74.55%
Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability	46.33%	54.14%	54.05%

The amounts presented for each fiscal year were determined as of the calendar year-end that occurred within the fiscal year.
 Information prior to 2017 was not available.

# Schedule of City's OPEB Contributions Last Ten Fiscal Years

	 2019		2018	_	2017 (3)		2016	 2015		2014	2	2013 (3)		2012	_	2011	 2010
Contractually Required Contributions (4)	\$ -	\$	57	\$	167	\$	191	\$ 213	\$	208	\$	56	\$	494	\$	514	\$ 680
Contributions in Relation to the Contractually Required Contributions	 	_	(57)	_	(167)	_	(191)	 (213)	_	(208)		(56)	_	(494)	-	(514)	 (680)
Contribution Deficiency (Excess)	\$ 	\$		<u>\$</u>		\$		\$ 	\$		\$		<u>\$</u>		<u>\$</u>		\$ 
City's Covered Payroll	\$ 8,793	\$	9,337	\$	9,181	\$	9,564	\$ 10,664	\$	10,386	\$	5,607	\$	12,357	\$	12,850	\$ 13,379
Contributions as a Percentage of Covered Payroll	0.00%		0.61%		1.82%		2.00%	2.00%		2.00%		1.00%		4.00%		4.00%	5.08%

<sup>(3) - 2013</sup> represents the short period covering January 1, 2013 to June 30, 2013, when the City

See Notes to the Required Supplementary OPEB Information.

changed reporting periods. 2012 and prior represent calendar year reporting periods.

(4) - Employer contribution rate allocations toward health care were 2% for calendar year 2016, 1% for calendar year 2017, and 0% for calendar years 2018 and 2019.

## City of Cincinnati, Ohio

# **Required Supplementary Information 5**

## Schedule of City's Changes in Net Pension Liability and Related Ratios (1)

## Cincinnati Retirement System

#### Net Pension Liability Employer Schedule Last Five Fiscal Years (2)(3)

(Amounts in thousands)

	2019		2018	 2017	 2016	 2015
Total pension liability				 		
Service cost	\$	18,574	\$ 16,812	\$ 26,125	\$ 22,439	\$ 21,018
Interest		132,842	130,656	117,929	120,372	120,262
Benefit changes			23,864	(62,756)		
Difference between expected						
and actual experience		24,312	2,896	3,403	(11,326)	
Changes of assumptions		40,990		(516,262)	125,942	(14,446)
Benefit payments		(135,552)	(135,618)	(133,326)	(130,350)	(127,981)
Refunds of contributions		(1,494)	(1,090)	(1,503)		
Net change in total pension liability		79,672	37,520	(566,390)	127,077	(1,147)
Total pension liability - beginning		1,824,327	1,786,807	2,353,197	2,226,120	2,227,267
Total pension liability - ending (a)	\$	1,903,999	\$ 1,824,327	\$ 1,786,807	\$ 2,353,197	\$ 2,226,120
Plan net position						
Contributions - employer	\$	26,506	\$ 25,221	\$ 21,677	\$ 24,566	\$ 30,488
Contributions - member		15,352	14,494	14,738	11,994	12,298
Contributions - ERIP payoff		-	-	32,900		
Net investment income		114,134	171,007	(9,566)	39,683	209,380
Benefit payments		(135,552)	(135,618)	(133,326)	(128,548)	(126,535)
Administrative expense		(1,208)	(1,284)	(4,456)	(1,268)	(1,122)
Refunds of contributions		(1,494)	(1,090)	(1,503)	(1,802)	(1,425)
Other		1,893	3,065	178,133		(22)
Net change in plan net position		19,631	75,795	98,597	(55,375)	123,062
Plan net position - beginning		1,398,358	1,322,563	1,223,966	1,279,341	1,156,279
Plan net position - ending (b)		1,417,989	1,398,358	 1,322,563	 1,223,966	 1,279,341
Net pension liability - ending (a) - (b)	\$	486,010	\$ 425,969	\$ 464,244	\$ 1,129,231	\$ 946,779
Ratio of plan net position to						
total pension liability		74.47%	76.65%	74.53%	51.92%	57.47%
Covered payroll	\$	170,508	\$ 161,503	\$ 149,722	\$ 146,605	\$ 134,680
Net pension liability as a percentage of covered payroll		285.04%	263.75%	310.07%	770.25%	702.98%

<sup>(1)</sup> This schedule does not include MSD.

See Notes to the Required Supplementary Pension Information.

<sup>(2)</sup> The amounts presented for each fiscal year were determined as of the City's measurement date, which is the prior fiscal year-end.

<sup>(3)</sup> Information prior to 2015 was not available. The City will continue to present information for years available until a full ten-year trend is available.

### City of Cincinnati, Ohio Required Supplementary Information 6 Schedule of City's Pension Contributions Cincinnati Retirement System Net Pension Liability Employer Schedule Last Ten Fiscal Years (Amounts in thousands)

		2019	_	2018	_	2017	_	2016	_	2015	_	2014	2	2013 (1)	_	2012	_	2011	_	2010
Actuarially determined employer contributions	\$	42,747	\$	39,081	\$	38,148	\$	57,583	\$	60,751	\$	62,992	\$	27,476	\$	40,029	\$	44,083	\$	65,593
Actual employer contributions	_	(27,382)		(26,506)	_	(25,221)	_	(21,908)	_	(24,566)		(31,484)		(13,246)		(26,932)		(25,032)	_	(24,353)
Contribution deficiency (excess)	\$	15,365	<u>s</u>	12,575	\$	12,927	<u>\$</u>	35,675	\$	36,185	<u>s</u>	31,508	\$	14,230	\$	13,097	\$	19,051	\$	41,240
City covered payroll	\$	174,919	\$	170,508	\$	161,503	\$	149,722	\$	146,605	\$	134,680	\$	63,254	\$	133,477	\$	133,378	\$	136,613
Actual contributions as a percentage of covered payroll		15.65%		15.55%		15.62%		14.63%		16.76%		23.38%		20.94%		20.18%		18.77%		17.83%

<sup>(1) - 2013</sup> represents the short period covered January 1, 2013 to June 30, 2013 when the City changed reporting periods. 2012 and prior represent calendar year reporting periods.

See Notes to the Required Supplementary Pension Information.

### City of Cincinnati, Ohio Required Supplementary Information 7 Notes to the Required Pension Information

### **Ohio Police and Fire Pension Fund**

Actuarial Assumptions:

Actuarial assumptions and methods used to determine contribution rates are described below based on the actuarial valuation as of January 1, 2018, with actuarial liabilities rolled forward to December 31, 2018:

Valuation method Entry age normal

Amortization method Level percent of payroll, open

Amortization period 30 years

Asset valuation method 4-year adjusted fair value with a corridor of

20% of the fair value

Investment return 8.00%

Projected salary increases 3.75% to 10.50%

Payroll increases 3.25%
Inflation assumptions 2.75%

Cost-of-living adjustments 3% simple; 2.2% simple for increase based

on the lesser of the increase in CPI and 3%.

### Changes in Actuarial Assumptions and Methods:

Effective on the January 1, 2017 actuarial valuation, changes in assumptions were made based upon an updated experience study that was completed for the five-year period ended December 31, 2016. Significant changes included a reduction of the investment rate from 8.25% to 8.00%, a reduction in the COLA from 2.6% to 2.2%, a reduction in projected salary increases and inflation assumptions by 0.5%, and updates in mortality and turnover assumptions.

# City of Cincinnati, Ohio Required Supplementary Information 7 Notes to the Required Pension Information (continued)

### **Ohio Public Employees Retirement System**

Actuarial Assumptions:

Actuarial assumptions and methods used to determine contribution rates are described below based on the actuarial valuation as of December 31, 2018:

Valuation method Individual entry age

Amortization method Level percent of payroll

Amortization period 19 years from December 31, 2018, closed

Asset valuation method Fair value
Investment return 7.20%
Wage inflation 3.25%

Salary scale 3.25% to 10.75%, including inflation

Cost-of-living adjustments Pre-January 7, 2013 retirees: 3.0% simple

Post-January 7, 2013 retirees: 3.0% simple through 2018, then 2.15% simple

Changes in Actuarial Assumptions and Methods:

In 2017, changes in assumptions were made based upon an updated experience study that was completed for the five-year period ended December 31, 2015. Significant changes included a reduction of the discount rate from 8.0% to 7.5%, a reduction in the wage inflation rate from 3.75% to 3.25%, and transition from the RP-2000 mortality tables to the RP-2014 mortality tables.

164

In 2019, a change in assumptions included a reduction of the discount rate from 7.5% to 7.2%.

# City of Cincinnati, Ohio Required Supplementary Information 7 Notes to the Required Pension Information (continued)

### Cincinnati Retirement System

Actuarial Assumptions:

Actuarially determined contribution rates are calculated as of June 30, one year prior to the end of the fiscal year in which contributions are reported.

Actuarial cost method Entry age

Amortization method Level dollar

Amortization period 30 years, open

Asset valuation method Five-year smoothed market value

Inflation 2.75%

Salary increases, including wage inflation 3.75% to 7.50%

Investment rate of return 7.50%, net of pension plan investment expense,

and including inflation

### Changes of Benefit Terms:

In 2017, the Plan changes included in Ordinance 336-2016 were adopted by the City Council on October 26, 2016. In addition to incorporating many of the changes mandated by the CSA, the Ordinance also:

- Established benefit and eligibility provisions for Group E and F members not covered under the CSA similar to employees who are covered under the CSA.
- Established a universal cost-of-living adjustment (COLA) suspension period for all members.
- Established a universal 3% simple COLA rate for all members.

In 2016, there were several changes in benefit provisions as a result of the Collaborative Settlement Agreement (CSA) between the City and various plaintiff groups representing certain active and retired members of CRS as approved by the Court on October 5, 2015 and generally effective January 1, 2016.

### Changes in Actuarial Assumptions and Methods:

In 2018, several changes in actuarial assumptions were made as a result of an updated experience study dated February 28, 2018. Changes included:

- Decrease in price inflation from 3.00% to 2.75%.
- Update of the retirement, withdrawal and disability rates.
- Update of the mortality rates for all members to a generational approach using the RP-2014 mortality tables.
- Assumed administrative expense as a percentage of payroll added to the total normal cost was increased from 0.75% to 0.80%.
- Update of assumed proportion of deferred vested members electing to withdraw their contributions or electing a deferred benefit.
- · Update of assumed percentage of members who are married for pre-retirement survivor benefit considerations.

### **Required Supplementary Information 8**

### Schedule of City's Changes in Net OPEB Liability and Related Ratios (1)

### Net OPEB Liability Employer Schedule

Cincinnati Retirement System Two Fiscal Years (2)(3)

(Amounts in thousands)

	2019	2018
Total OPEB liability	 	
Service cost	\$ 4,131	\$ 6,266
Interest	25,518	22,425
Difference between expected		
and actual experience	13,242	
Changes of assumptions	31,333	(89,736)
Benefit payments	 (21,678)	 (25,446)
Net change in total OPEB liability	52,546	(86,491)
Total OPEB liability - beginning	 416,780	503,271
Total OPEB liability - ending (a)	\$ 469,326	\$ 416,780
Plan net position		
Net investment income	\$ 32,129	\$ 47,714
Benefit payments	(21,678)	(25,446)
Administrative expense	(339)	(360)
Other	78	
Net change in plan net position	 10,190	21,908
Plan net position - beginning	397,570	375,662
Plan net position - ending (b)	 407,760	 397,570
Net OPEB liability - ending (a) - (b)	\$ 61,566	\$ 19,210
Ratio of plan net position to		
total OPEB liability	86.88%	95.39%
Covered-employee payroll	\$ 141,891	\$ 144,555
Net OPEB liability as a		
percentage of covered-employee payroll	43.39%	13.29%

- (1) This schedule does not include MSD.
- (2) The amounts presented for each fiscal year were determined as of the City's measurement date, which is the prior fiscal year-end.
- (2) Information prior to 2018 was not available. The City will continue to present information for years available until a full ten-year trend is available.

See Notes to the Required Supplementary OPEB Information.

City of Cincinnati, Ohio
Required Supplementary Information 9
Schedule of City's OPEB Contributions
Cincinnati Retirement System
Net OPEB Liability Employer Schedule
Last Ten Fiscal Years
(Amounts in thousands)

	_	2019		2018		2017		2016		2015	 2014		2013 (1)		2012	_	2011		2010
Actuarially determined employer contributions	\$	3,602	\$	937	\$	5,056	\$	-	\$	1,186	\$ 6,142	\$	4,673	\$	363	\$	16,021	\$	36,242
Actual employer contributions	_		_		_		_		_		 	_		_		_		_	(1,404)
Contribution deficiency (excess)	\$	3,602	\$	937	\$	5,056	\$		\$	1,186	\$ 6,142	\$	4,673	\$	363	\$	16,021	\$	34,838
City covered-employee payroll (2)	\$	141,891	\$	144,555	\$	146,978	\$	144,052	\$	139,009	\$ 136,378	\$	137,092	\$	133,945	\$	132,574	\$	135,912
Actual contributions as a percentage of covered-employee payroll		0.00%		0.00%		0.00%		0.00%		0.00%	0.00%		0.00%		0.00%		0.00%		1.03%

 <sup>- 2013</sup> represents the short period covered January 1, 2013 to June 30, 2013 when the City changed reporting periods.
 2012 and prior represent calendar year reporting periods.
 - Since contributions to the Plan, when applicable, were not based on a measure of pay, covered-employee payroll was used.

See Notes to the Required Supplementary OPEB Information.

### City of Cincinnati, Ohio Required Supplementary Information 10 Notes to the Required OPEB Information

### **Ohio Police and Fire Pension Fund**

Actuarial Assumptions:

Actuarial assumptions and methods used to determine contribution rates are described below based on the actuarial valuation as of January 1, 2018, with actuarial liabilities rolled forward to December 31, 2018:

Valuation method Individual entry age

Amortization method Level percent of payroll

Amortization period 30 years, open
Asset valuation method Fair value
Investment return 8.00%
Wage inflation 3.25%

Salary scale 3.25% to 10.50%, including inflation

Inflation assumptions 2.75%

Cost-of-living adjustments 3% simple; 2.2% simple for increases based on

the lessor of the increase in CPI and 3%.

# City of Cincinnati, Ohio Required Supplementary Information 10 Notes to the Required OPEB Information (continued)

### **Ohio Public Employees Retirement System**

Actuarial Assumptions:

Actuarial assumptions and methods used to determine contribution rates are described below based on the health care actuarial valuation on December 31, 2017:

Valuation method Individual entry age

Amortization method Level percent of payroll

Amortization period 30 years, open

Asset valuation method Fair value
Single discount rate 3.96%
Investment return 6.00%
Municipal bond rate 3.71%
Wage inflation 3.25%

Salary scale 3.25% to 10.75%, including inflation

Health care cost trend rate 10.0% initial, 3.25% ultimate in 2029

### Changes in Actuarial Assumptions and Methods:

In 2019, changes in assumptions included a reduction of the investment rate of return from 6.50% to 6.00%, an increase in the municipal bond rate from 3.31% to 3.71%, resulting in an increase in the single discount rate from 3.85% to 3.96%. Another change includes adjusting the health care cost trend rate from 7.5% initial, 3.25% ultimate in 2028 to 10.0% initial, 3.25% ultimate in 2029.

# City of Cincinnati, Ohio Required Supplementary Information 10 Notes to the Required OPEB Information (continued)

### Cincinnati Retirement System

Actuarial Assumptions:

Actuarially determined contribution rates are calculated as of June 30, one year prior to the end of the fiscal year in which contributions are reported.

Actuarial cost method Entry age
Amortization method Level dollar
Amortization period 30 years, open

Asset valuation method Five-year smoothed market value

Price inflation 2.75%

Salary increases, including wage inflation 3.75% to 7.50%

Long-term investment rate of return, net of pension plan

investment expense, including price inflation 7.50%

Municipal bond index rate: 3.89%

Measurement date 3.56%

Prior measurement date

Year of projected depletion:

Measurement date 2047 Prior measurement date 2050

Single equivalent interest rate, net of OPEB plan investment

expense, including price inflation on the:

Measurement date 6.13% Prior measurement date 6.31%

Health care cost trend rates:

Pre-Medicare 7.75% for 2018 decreasing to an ultimate rate

of 4.75% by 2028

Medicare 5.50% / 5.80% for Non-Model and Model Plans

for 2018 decreasing to an ultimate rate of 4.75%

by 2024 and 2025, respectively

### Changes of Benefit Terms:

In 2017, the Plan changes included in Ordinance 336-2016 were adopted by the City Council on October 26, 2016. In addition to incorporating many of the changes mandated by the CSA, the Ordinance also:

- Excluded members hired after December 31, 2015 from eligibility to receive retiree health benefits;
- Established benefit and eligibility provisions for Group E and F members not covered under the CSA similar to employees who are covered under the CSA.
- Specified eligibility and postemployment contribution requirements for the retiree health benefits payable to members and beneficiaries entitled to deferred benefits.
- Modified eligibility and postemployment contribution requirements to retiree health benefits paid as the result
  of an in-service death.

In 2016, there were several changes in benefit provisions as a result of the Collaborative Settlement Agreement (CSA) between the City and various plaintiff groups representing certain active and retired members of CRS as approved by the Court on October 5, 2015 and generally effective January 1, 2016.

# City of Cincinnati, Ohio Required Supplementary Information 10 Notes to the Required OPEB Information (continued)

### Cincinnati Retirement System (continued)

Changes in Actuarial Assumptions and Methods:

In 2017, future contribution rates for retiree health benefit recipients are now based upon the projected retiree health care costs associated with each projection year's closed group of participants.

In 2018, several changes in actuarial assumptions were made as a result of an updated experience study dated February 28, 2018. Changes included:

- Increase in the Municipal Bond Index Rate from 3.56% as of June 30, 2017 to 3.89% as of June 30, 2018.
- Decrease in the discount rate from 6.31% as of June 30, 2017 to 6.13% as of June 30, 2018.
- Decrease in price inflaction from 3.00% to 2.75%.
- Update of the retirement, withdrawal and disability rates.
- Update of the mortality rates for all members to a generational approach using the RP-2014 mortality tables.
- Update of the merit salary scale.
- Update of assumed rates of health care inflation.
- Update of assumed rates of health benefit plan participation.
- Update of the Select Plan and the Model Plan contribution rates.
- Update of the DROP participation rates
- Inclusion of part-time employees in the Plan's population as of December 31, 2017.

### Cincinnati Retirement System

### **REQUIRED SUPPLEMENTARY INFORMATION 11**

### Schedule of Changes in Net Pension Liability and Related Ratios

(Amounts In Thousands) 2019 2016 2015 2014 2018 2017 **Total pension liability** Service Cost 23,750 22,834 \$ 20,576 \$ 31,764 27,785 \$ 25,937 Interest 172,502 163,313 159,912 143,383 149,052 148,408 Benefit changes 29,208 (76,301)Difference between expected and actual experience 46,025 29,889 3,545 4,137 (14,024)Changes of assumptions 155.948 (17,827) 538.042 50.392 (627.693) Benefit payments and refunds (163,931)(161,407) (169,901)(168,482)(167,320)(157,934) \$ Net change in total pension liability 610,418 97,946 45.921 (688,641) 157.354 (1,416)Total pension liability - beginning 2,359,689 2,261,743 2,215,822 2,904,463 2,747,109 2,748,525 Total pension liability - ending (a) \$ 2,970,107 \$ 2,359,689 \$ 2,261,743 \$ 2,215,822 \$ 2,904,463 \$ 2,747,109 Plan net position Contributions - employer 37,740 \$ 67,939 29 084 33,763 32,586 30,868 Contributions - member 19,457 18,873 17,740 16,337 16,186 15,059 Net investment income 76,163 140,314 209,299 (11,631)49,138 258,382 Benefit payments and refunds (169,901) (168,482) (167,320) (163,931) (161,407)(157,934) Administrative expense (1,472)(1,485)(1,572)(5,418)(1,570)(1,384)Other 237,897 Net change in plan net position (41,990) \$ 21,806 \$ 89,015 \$ 141,193 \$ (68,569) \$ 151,863 Plan net position - beginning \$ 1,762,196 \$ 1,740,390 \$ 1,651,375 \$ 1,510,182 \$ 1,578,751 \$ 1,426,888 Plan net position - ending (b) \$ 1,720,206 1,762,196 1,740,390 1,651,375 1,510,182 \$ 1,578,751 Net pension liability - ending (a) - (b) \$ 1,249,901 597,493 521,353 \$ \$ 1,394,281 \$ 1,168,358 564,447 Total pension liability \$ 2,970,107 \$ 2,359,689 \$ 2,904,463 \$ 2,747,109 \$ 2,261,743 \$ 2,215,822 1,740,390 1,510,182 Plan net position \$ 1,720,206 1,762,196 \$ 1,651,375 \$ 1,578,751 Net pension liability \$ 1,249,901 597,493 521,353 \$ 564,447 \$ 1,394,281 \$ 1,168,358 Ratio of plan net position to total pension liability 57.92% 52 00% 57 47% 74.68% 76.95% 74.53% Covered payroll 215,683 \$ 208,317 \$ 196,445 \$ 174,963 \$ 164,575 \$ 163,477 Net pension liability as a percentage of covered payroll 579.51% 286 82% 265.39% 322.61% 847.20% 714.69% 7.83% 12.11% -0.53% 4.15% 0.97% 16.65% Money -Weighted Rate of Return on Pension Plan Investments

<sup>\*</sup> For fiscal year 2019 only six years of data are available. The chart will eventually present ten years.

Cincinnati Retirement System SCHEDULE OF EMPLOYER CONTRIBUTIONS

Required Supplementary Information 12

(Amounts in thousands)

Fiscal year	2019		2018	2017		<u>2016</u>	2015	2014	2013*	2012	2011	2010
Actuarially determined employer contribution	\$ 52,	52,709 \$	48,046	\$ 46,689	\$ 6	8 68,639 \$	75,566 \$	78,101 \$	33,500	\$ 49,952 \$	54,875 \$	80,882
Actual employer contributions:												
City of Cincinnati Financial Reporting Entity	27,	27,382	26,506	25,22	-	21,908	24,566	31,484	13,246	26,932	25,032	24,353
City of Cincinnati Operating Unit (MSD)	6,381	381	080'9	5,64	7	4,701	4,518	6,256	2,904	9,676	6,128	5,676
Total Actual employer contributions	33,763	163	32,586	30,86	∞	26,609	29,084	37,740	16,150	33,608	31,160	30,029
Annual contribution deficiency/(excess)	\$ 18,946	346	15,460	\$ 15,82	1	43,330 \$	46,482 \$	40,361	17,350	\$ 16,344	23,715	50,853
Covered payroll	\$ 215,683	\$ \$83	208,317	\$ 196,445	\$	174,963 \$	164,575 \$	163,477 \$	77,637	\$ 167,148 \$	165,029 \$	167,589
Actual contributions as a percentage of covered payroll	15.	15.65%	15.64%	15.71%	%	15.21%	17.67%	23.09%	20.80%	20.11%	18.88%	17.92%

\* 2013 represents the short period covering January 1, 2013 to June 30, 2013 when the City changed reporting periods. 2012 and prior represent calendar year reporting periods.

Valuation date: The actuarially determined contribution rates are calculated as of the December 31, eighteen months prior to the fiscal year end in which contributions are reported (as of December 31, 2017 for

the fiscal year ending June 30, 2019 contributions).

Key Methods and Assumptions Used to Determine Contribution Rates

Actuarial cost method: Entry Age Normal Cost Mehod

Amortization method: Level dollar, open

Remaining amortization period: 30 years; Open

Discount Rate: 7.5% net of pension plan investment expenses

Asset Valuation method: 5 year Smoothed Value

Inflation: 2.75%

# Cincinnati Retirement System REQUIRED SUPPLEMENTARY INFORMATION 13 Notes to the Required Pension Information

### Actuarial Assumptions:

Actuarial cost method Entry age
Amortization method Level dollar
Amortization period 30 years, open

Asset valuation method Five-year smoothed market value

Inflation 2.75%

Salary increases, including wage inflation 3.75% to 7.5%

Investment rate of return 7.50%, net of pension plan investment expense, and including inflation

### Changes of Benefit Terms:

In 2017, the Plan changes included in Ordinance 336-2016 were adopted by the City Council on October 26, 2016. In addition to incorporating many of the changes mandated by the CSA, the Ordinance also:

- Established benefit and eligibility provisions for Group E and F members not covered under the CSA similar to employees who are covered under the CSA.
- Established a universal cost-of-living adjustment (COLA) suspension period for all members.
- Established a universal 3% simple COLA rate for all members.

In 2016, there were several changes in benefit provisions as a result of the Collaborative Settlement Agreement (CSA) between the City and various plaintiff groups representing certain active and retired members of CRS as approved by the Court on October 5, 2015 and generally effective January 1, 2016.

Changes in Actuarial Assumptions and Methods:

In 2019, there were no changes in acturial assumptions and methods.

Method and assumptions used in calculation of actuarially determined contributions:

The actuarially determined contribution rates in the schedule of employer contributions are calculated as of December 31, eighteen months prior to the end of the fiscal year in which contributions are reported (as of December 31, 2017 for the fiscal year 2019 contributions). The following actuarial methods and assumptions were used to determine actuarial contribution rates reported in that schedule:

Actuarial cost method Entry age
Amortization method Level dollar, open

Amortization period 30 years

Asset valuation method 5-year smoothed market

Inflation 2.75%

Salary increases, including wage inflation 3.75% to 7.50%, including inflation

Investment rate of return 7.50%, net of pension plan investment expense, and including inflation

174

# Cincinnati Retirement System REQUIRED SUPPLEMENTARY INFORMATION 14 Schedule of Changes in Total OPEB Liability and Related Ratios (Amounts In Thousands)

	<b>2</b> 019	2018	2017
Total OPEB liability			
Service Cost	\$ 6,110	\$ 5,076	\$ 7,669
Interest	34,288	31,360	27,446
Difference between expected and actual experience	2,516	16,272	
Changes of assumptions	67,838	38,505	(109,830)
Benefit payments	 (31,119)	 (26,640)	(31,144)
Total Change in OPEB Liability	\$ 79,633	\$ 64,573	\$ (105,859)
Total OPEB Liability - Beginning	\$ 574,678	\$ 510,105	\$ 615,964
Total OPEB Liability - Ending (b)	\$ 654,311	\$ 574,678	\$ 510,105
Plan fiduciary net position			
Net investment income	\$ 21,589	\$ 39,483	\$ 58,398
Benefit payments	(31,119)	(26,640)	(31,144)
Administrative expense	 (418)	(417)	(440)
Net change in plan net position	\$ (9,948)	\$ 12,426	\$ 26,814
Plan net position – beginning	\$ 499,020	\$ 486,594	\$ 459,780
Plan net position - ending (b)	 489,072	\$ 499,020	\$ 486,594
Net OPEB liability - ending (a) - (b)	\$ 165,239	\$ 75,658	\$ 23,511
Money -Weighted Rate of Return on Pension Plan Investments	4.15%	7.83%	12.11%
Plan Fiduciary Net Position as a percent of the Total OPEB Liability	74.75%	86.83%	95.39%
Covered-employee Payroll	\$ 174,957	\$ 177,713	\$ 179,887
Net OPEB Liability as a percent of covered payroll	94.45%	42.57%	13.07%

<sup>\*</sup> For fiscal year 2019 only three years of data is available. The chart will eventually present ten years.

# Cincinnati Retirement System SCHEDULE OF EMPLOYER CONTRIBUTIONS - OPEB

Required Supplementary Information 15

(Amounts in thousands)

2010	<del>∽</del>		1,404	327		\$ 42,958			% 1.03%
2011	\$ 19,943					\$ 19,943		\$ 165,029	0.00%
2012	\$ 453					\$ 453		\$ 167,148	0.00%
2013*	\$ 5,697					\$ 5,697		\$ 167,148	0.00%
	\$ 7,363					\$ 7,363		\$ 163,477	0.00%
2015	\$ 1,404					\$ 1,404		\$ 164,575	0.00%
2016								\$ 174,963	0.00%
$\frac{2017}{}$	\$ 6,188					\$ 6,188		\$ 179,887	0.00%
2018	\$ 1,262					\$ 1,262		\$ 177,713	0.00%
2019	\$ 4,442					\$ 4,442		\$ 174,957	0.00%
Fiscal year	Actuarially determined employer contribution	Actual employer contributions:	City of Cincinnati Financial Reporting Entity	City of Cincinnati Operating Unit (MSD)	Total Actual employer contributions	Annual contribution deficiency/(excess)	Covered payroll **	Covered-employee payroll ***	Actual contributions as a percentage of covered-employee payroll

<sup>\* 2013</sup> represents the short period covering January 1, 2013 to June 30, 2013 when the City changed reporting periods. 2012 and prior represent calendar year reporting periods.

The following actuarial methods and assumptions were used to determine actuarial contribution rates:

Isset Valuation method: 5 year smoothed market	2.75%	0.00%	RP-2014 Healthy Dataset Mortality table set forward two years for males and females with fully generational projected mortality improvements using MP-2017
Asset Valuation method:	Price inflation: 2.75%	Amortization growth rate:	Mortality:
Actuarial cost method: Entry age normal	Amortization method: 30 year level dollar	Discount rate: 7.50%	Salary increase: Initial 7.5% dropping to 3.75% by the 21st year of service

<sup>\*\*</sup> In 2010, employer contributions were based upon Covered Payroll.

Valuation date: The actuarially determined contribution rates are calculated as of the December 31, eighteen months prior to the calendar year end in which contributions are reported. \*\*\* Beginning in 2011 there were no employer contributions. Since payroll was not a basis for employer contributions, covered employee payroll is presented for 2011 through 2019.

# Cincinnati Retirement System REQUIRED SUPPLEMENTARY INFORMATION 16 Notes to the Required OPEB Information

Changes of Benefit Terms since prior report:

None.

Changes in assumptions and other inputs since prior report:

- The Municipal Bond Index Rate changed from 3.89% as of June 30, 2018 to 3.50% as of June 30, 2019.
- The discount rate (SEIR) changed from 6.13% as of June 30, 2018 to 5.07% as of June 30, 2019.
- Part-time employees are included in the plan's population as of December 31, 2018.
- The health care cost trend rates were updated to reflect the current market place.

Method and assumptions used in calculation of actuarially determined contributions:

The Actuarially Determined Contribution rates, as a percentage of payroll, used to determine the Actuarially Determined Contribution amounts in the Schedule of Employer Contributions are calculated each year with the annual valuation. The following actuarial methods and assumptions (from the December 31, 2017 actuarial valuation) were used to determine contribution amounts reported in that schedule for the fiscal year ending on June 30, 2019:

Actuarial cost method Entry age

Amortization method Level dollar, open

Amortization period Open 30 year period

Asset valuation method 5-year smoothed market

Inflation CPI: 2.75% per year

Medical CPI: 3.25% per year

Expected Return on Assets 7.50%, net of pension plan investment expense, and including wage inflation

Salary increases, including wage inflation 3.75% to 7.50%

Initial health care cost trend rates:

Pre Medicare 8.00% Medicare 8.86%

Ultimate health care cost trend rates:

Pre Medicare 4.00% Medicare 4.00%

Year ultimate health care trend rates reached:

Pre Medicare 2033 Medicare 2033

Please refer to the December 31, 2017 Retiree Health Benefits Plan actuarial valuation report for details about the data, assumptions, methods, and plan provisions used in the determination of the plan's actuarially determined contribution rates for the fiscal year ending on June 30, 2019.

177

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# City of Cincinnati, Ohio Budgetary Comparison Schedule Non GAAP For the fiscal year ended June 30, 2019 (Amounts in thousands)

				General	Fund			
		Budgeted	Amounts					nce with t - Positive
	Orig	ginal		Final	Actua	al Amounts		gative)
General Fund								
Revenues Taxes	\$	313,932	\$	313,223	\$	321,320	\$	8,097
Licenses and Permits	Φ	23,316	Φ	23,316	φ	20.374	J	(2,942)
Use of Money and Property		11,085		11,085		13,267		2,182
Intergovernmental Revenue		22,145		22,145		23,449		1,304
Charges for Services		31,223		31,223		31,869		646
Miscellaneous		3,006		3,046		3,402		356
Total Revenues		404,707		404,038		413,681		9,643
EXPENDITURES								
Current								
General Government		66,222		66,670		64,276		2,394
Community Development		6,925		9,366		9,046		320
Parks and Recreation		24,994		24,758		24,564		194
Public Safety		264,973		268,243		267,749		494
Transportation and Engineering		3,083		2,864		2,798		66
Public Services		15,238		15,718		15,590		128
Public Health		17,067		16,552		16,518		34
Nondepartmental Employee Benefits		4,448		4,933		4,844		89
Capital Outlay		29		29		26		3
Total Expenditures		402,979		409,133		405,411		3,722
Deficiency of Revenue under Expense		1,728		(5,095)		8,270		13,365
Other Financing Sources (Uses)								
Transfers In		1,200		1,300		1,300		
Transfers (Out)		(2,719)		(5,699)		(5,699)		
Total Other Financing Sources (Uses)		(1,519)		(4,399)		(4,399)		
Change in Fund Balance		209		(9,494)		3,871		13,365
Cancellation of Prior Years Encumbrances						1,636		1,636
Fund balances - beginning		22,278		22,278		22,278		
Fund balances - ending	\$	22,487	\$	12,784	\$	27,785	\$	15,001
Adjustments necessary to convert the results of open on the budget basis to the modified accrual basis (GA								
Excess (Deficiency) of revenues and other finance and other uses per the Budgetary Comparison Se		(under) expe	nditures		\$	3,871		
(Increases) decreases from revenues: Received in cash during year but already accrued a Accrued as receivables at June 30, 2019 but not re			), 2018			(20,779) 27,253		
(Increases) decreases from encumbrances:  Expenditures of amounts encumbered during prior	_	ei				(9,145)		
Recognized as expenditures in the budget						12,005		
(Increases) decreases from expenditures: Accrued as liabilities at June 30, 2018 recognized Accrued as liabilities at June 30, 2019	as expenditures (	GAAP) but not	in budget			8,795 (11,474)		
Net Change in fund balance per the Statement o	of Revenues Eve	enditures end						
Changes in Fund Balance (Page 44)	a revenues, exp	enutures, allo	•		\$	10,526		

See notes to required supplementary information.

Note to the Required Supplementary Information June 30, 2019

### Note A- Budgetary Data

An annual operating budget is legally adopted each fiscal year for the General Fund, Debt Service Fund, Capital Projects Fund and the following Special Revenue Funds: Health Services, Street Construction Maintenance and Repair, Income Tax Infrastructure, Income Tax Transit, Motor Vehicle License, and Special Recreation, Special Parks, and Streetcar Operations. The budgetary data reports included within this report are prepared on a cash basis of accounting, with the exception of certain accrued personal service and employee benefit costs. Encumbrances, which do not lapse at year-end, are included as expenditures in the current year budget (Non-GAAP). The budgetary process begins at least six months prior to the fiscal year for which the budget is to be adopted, with the City certifying the proposed budget to the County Auditor by January 20. By July 1, City Council may adopt annual or temporary appropriation measures using, in part, the official certificate of estimated resources approved by the County Budget Commission and tax rates certified by the County Auditor. By October 1, City Council must adopt annual appropriation ordinances. Only unencumbered appropriations lapse at end of the fiscal period.

There are several other special revenue and permanent appropriated funds whose revenues are mostly grants which are appropriated monthly as revenues are receipted. The other special revenue funds include: Tax Increment Financing Funds, Recreation, Parks, Safety, Health, Cincinnati Blue Ash Airport, Community Development, Department of Labor Grants, and Other. The permanent funds include: Groesbeck Endowment, Schmidlapp Park Music, W. M. Ampt Music Endowment, Crosley Field Trust, Kroger Trust, Yeatman's Cove Park Trust, and Park Board Fund. The budgets for these funds in the reports included herein are equivalent to the funds expenditures at year end. Outstanding encumbrances are re-appropriated in the next period's budget. The budgeted revenue is the amount of resources available for expenditures within the period.

The levels of appropriation control for each budgeted expenditure classification that may not be exceeded are: personal services, non-personal services, capital outlay, and debt service. Any revisions that alter the budgeted expenditure classification of any division within a City department must be approved by City Council. During the period, several supplementary appropriations were necessary.

180

### SUPPLEMENTARY INFORMATION

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### MAJOR GOVERNMENTAL FUNDS

<u>General Fund</u> - is the general operating fund for the City. It is used to account for resources, traditionally associated with governments, which are not required to be accounted for in another fund.

<u>Capital Projects Fund</u> - is used primarily to account for resources restricted to construct or acquire governmental fund capital assets. Such resources are derived principally from proceeds of general obligation debt, federal and state grants and City income tax.

<u>Debt Service Fund</u> - accounts for the resources accumulated and payments made for principal and interest on general obligation debt and capital lease payments of the governmental funds.

<u>Tax Increment Financing Fund</u> - accounts for service payments in lieu of property taxes, capital and debt service expenditures from Tax Increment Financing Districts and Projects.

183

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	Original	Final		Variance with Final Budget Positive
	Budget	Budget	Actual	(Negative)
General Fund				
Revenues				
Taxes	A 26.042	0.042	0 26 401	Φ (2.52)
Real Property	\$ 26,843	\$ 26,843	\$ 26,491	\$ (352)
City Income Tax Outdoor Advertising Tax	280,700 709	280,700	288,826	8,126
Admissions and Other	5,680	5,680	6,003	323
Total Taxes	313,932	313,223	321,320	8,097
Total Taxes	313,732	313,223	321,320	0,077
Licenses and Permits				
Street Use	5,039	5,039	5,506	467
Police and Protective	78	78	214	136
Beer and Liquor	600	600	677	77
Business and Merchandising	4,015	4,015	3,602	(413)
Amusements	59	59	71	12
Professional and Occupational	207	207	204	(3)
Buildings, Structures and Equipment	13,318	13,318	10,100	(3,218)
Total Licenses and Permits	23,316	23,316	20,374	(2,942)
Use of Money and Property				
Fines, Forfeits and Penalties	7,400	7,400	6,826	(574)
Income from Treasury Investments	3,500	3,500	6,289	2,789
Rents	185	185	151	(34)
General Concessions and Commissions			1	1
Total Use of Money and Property	11,085	11,085	13,267	2,182
Intergovernmental Revenue Proportionately Shared State Taxes Local Government Fund - Sales, Franchise, State				
Income Tax	12,000	12,000	12,654	654
Casino Tax-County Share	5,000	5,000	4,913	(87)
Casino Tax-Host City	3,000	3,000	3,376	376
State Income Tax - Real Property Tax Reduction	2,145	2,145	2,506	361
Total Intergovernmental Revenue	22,145	22,145	23,449	1,304
Charges for Services				
General Government	9,345	9,345	10,429	1,084
Public Recreation			1	1
City Planning				
Other Inspection Certificates	2,980	2,980	3,425	445
Elevator Certificates	690	690	903	213
Public Safety				
Police and Communication Charges	392	392	437	45
Motor Vehicle Response	600	600	649	49
Impounded Vehicle Fees	400	400	617	217
Protective Inspection Fees	230	230	193	(37)
Protective Service - Burglary Alarm	595	595	680	85
Emergency Transportation Service	8,633	8,633	8,859	226
Other Public Safety Charges Parking Facilities	787 5,032	787 5,032	967 3.580	180
Public Services	3,032	3,032	3,589	(1,443)
Recycling Incentive Fee	380	380	325	(55)
Other Public Services Charges	544	544	207	(337)
Public Health	344	344	207	(331)
Vital Statistics	612	612	588	(24)
Other Public Health charges	3	3	200	(3)
Total Charges for Current Services	31,223	31,223	31,869	646
Miscellaneous	3,006	3,046	3,402	356
Miscellaneous				

(Continued)

Schedule of Revenues, Expenditures and Changes in Fund Balance Budget (Non-GAAP Budgetary Basis) and Actual For the year ended June 30, 2019 (Amounts in Thousands)

(Amoun	ts in Thousands)							
		ginal dget	Fina Budg		A	Actual	Budge	e with Final t Positive gative)
eral Fund								, ,
ntinued)								
Expenditures								
City Council Personal Services	\$	2,025	\$ 2,	119	\$	2,114	\$	5
Non Personal Services	\$	36	<b>⊅</b> ∠,	25	э	2,114	Þ	4
Total City Council		2,061	2,	144		2,135		9
·		,	Í					
Office of the Mayor		006		222		7.47		7.5
Personal Services Non Personal Services		806 16		322 16		747 13		75 3
Total Office of the Mayor		822		338		760		78
Tour office of the major		022		,,,,		,,,,		,,,
Office of the Clerk of Council								
Personal Services		516		518		507		11
Non Personal Services		133		143		140		3 14
Total Office of the Clerk of Council		649	•	661		647		14
Department of Enterprise Technology Solutions								
Personal Services		5,404	5,2	239		5,239		
Non Personal Services		1,040	:	567		567		
Total Department of Enterprise Technology Services		6,444	5,8	306		5,806		
Department of the City Manager								
Office of the City Manager								
Personal Services		2,380	2,2	250		2,217		33
Non Personal Services		790	1,5	362		1,827		35
Total Office of the City Manager	·	3,170	4,	112		4,044		68
Division of Budget and Evaluation								
Personal Services		950	:	840		838		2
Non Personal Services		69		75		66		9
Total Division of Budget and Evaluation		1,019	9	915		904		11
Division of Emergency Communications								
Personal Services	1	10,882	10,			10,039		743
Non Personal Services		184		275		199		76
Total Division of Emergency Communications	1	11,066	11,0	)57		10,238		819
Office of Environment and Sustainability								
Personal Services		571		590		581		9
Non Personal Services		1,878		935		1,929		6
Total Office of Environment and Sustainability		2,449	2,:	525		2,510		15
Division of Performance and Data Analytics								
Personal Services		717	,	719		663		56
Non Personal Services  Total Division of Performance and Data Analytics		100 817		99 818		81 744		18 74
·		017	•	310		/		/-
Internal Audit Personal Services		404		104		389		1.5
Non Personal Services		7	•	6		5		15 1
Total Internal Audit		411		410		394	-	16
Total Department of the City Manager		18,932	19,			18,834	-	1,003
Citizen's Complaint Authority		644		(1.5		614		
Personal Services Non Personal Services		644 27	(	615 46		614 41		1 5
Total Citizen's Complaint Authority		671		661		655		6
•		- / -	•			500		Ü
Department of Economic Inclusion		e -						
Personal Services		886		364		834		30
Non Personal Services		969		107 971		106		31
Total Department of Economic Inclusion		909		7/1		940		31

186

(Continued)

Schedule of Revenues, Expenditures and Changes in Fund Balance Budget (Non-GAAP Budgetary Basis) and Actual For the year ended June 30, 2019 (Amounts in Thousands)

(Alloulis	iii Tiiousaiius)			Variance with Final
	Original Budget	Final Budget	Actual	Budget Positive (Negative)
General Fund				
(Continued)				
Expenditures				
Department of Law				
Civil Division	e 2.040	¢ 2.005	¢ 2,000	¢ 7
Personal Services Non Personal Services	\$ 3,949 486	\$ 3,995 755	\$ 3,988 642	\$ 7 113
Total Civil Division	4,435	4,750	4,630	120
	7,733	4,730	7,030	120
Office of Administrative Hearings and Prosecution	2.020	2 640	2.501	40
Personal Services Non Personal Services	2,930	2,640	2,591	49
Total Office of Administrative Hearings and Prosecution	161 3,091	2,800	2,721	79
Total Department of Law	7,526	7,550	7,351	199
Total Department of Law	7,320	7,550	7,331	199
Department of Human Resources				
Personal Services	1,292	1,264	1,264	
Non Personal Services	494	512	486	26
Total Department of Human Resources	1,786	1,776	1,750	26
D				
Department of Finance				
Office of the Director Personal Services	271	277	267	10
	371	377	367	10
Non Personal Services	24	98	75	23
Capital Outlay  Total Office of the Director	395	475	442	33
	393	4/3	442	33
Division of Accounts and Audits				
Personal Services	1,470	1,360	1,314	46
Non Personal Services	100	112	109	3
Total Division of Accounts and Audits	1,570	1,472	1,423	49
Division of Treasury				
Personal Services	712	654	641	13
Non Personal Services	252	238	173	65
Total Division of Treasury	964	892	814	78
Division of Risk Management				
Non Personal Services	157	164	159	5
Total Division of Risk Management	157	164	159	
-				•
Division of Income Tax	2.000	2.725	2.617	110
Personal Services Non Personal Services	2,800	2,735	2,617	118
	381	3,109	2,887	104
Total Division of Income Tax	3,181	3,109	2,887	222
Division of Purchasing				
Personal Services	795	635	568	67
Non Personal Services	128	231	231	
Total Division of Purchasing	923	866	799	67
Total Department of Finance	7,190	6,978	6,524	454
Department of Community and Economic Development Director's Office and Administration				
Personal Services	793	865	863	2
Non Personal Services	3,772	4,729	4,707	22
Total Director's Office and Administration	4,565	5,594	5,570	24
	7,505	3,374	3,370	24
Housing Division	101	122	110	
Personal Services	121 564	132	118	14
Non Personal Services Total Housing Division	564 685	1,398	1,392 1,510	6
Total Housing Division	083	1,330	1,310	20

187

(Continued)

(Attiound in 1)	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
General Fund				,
Continued)				
Expenditures Department of Community and Economic Development (Continued)				
Economic Development and Major/Special Projects Divisions				
Personal Services	\$ 610	\$ 505	\$ 291	\$ 214
Non Personal Services	1,065	1,737	1,675	62
Total Economic Development and Major/Special Projects Divisions	1,675	2,242	1,966	276
Total Department of Community and Economic Development	6,925	9,366	9,046	320
Department of City Planning				
Personal Services	603	595	501	94
Non Personal Services	47	45	44	1
Total Department of City Planning	650	640	545	95
Department of Public Recreation West Region Division				
Personal Services	2,561	2,561	2,553	8
Non Personal Services	469	468	465	3
Total West Region Division	3,030	3,029	3,018	11
East Region Division				
Personal Services	1,784	1,784	1,774	10
Non Personal Services	384	383	367	16
Total East Region Division	2,168	2,167	2,141	26
Central Region Division				
Personal Services	2,155	2,155	2,145	10
Non Personal Services	406	404	388	16
Total Central Region Division	2,561	2,559	2,533	26
Maintenance Division				
Personal Services	2,074	1,895	1,895	
Non Personal Services	997	993	990	3
Total Maintenance Division	3,071	2,888	2,885	3
Division of Athletics				
Personal Services	2,607	2,857	2,849	8
Non Personal Services	380	443	431	12
Total Division of Athletics	2,987	3,300	3,280	20
Division of Support Services				
Personal Services	2,099	1,961	1,960	1
Non Personal Services	179	190	189	1
Capital Outlay	26	26	26	
Total Division of Support Services	2,304	2,177	2,175	
Total Department of Public Recreation	16,121	16,120	16,032	88
Department of Parks				
Office of the Director				
Personal Services	266	266	214	52
Non Personal Services	1	1	1	
Total Office of the Director	267	267	215	52
Division of Operations and Facility Management				
Personal Services	3,810	3,527	3,501	26
Non Personal Services	2,181	2,226	2,223	3 29
Total Division of Operations and Facility Management	5,991	5,753	5,724	29
Division of Administration and Program Services				
Personal Services	1,848	1,859	1,859	
Non Personal Services  Total Division of Administration and Program Services	793	785	760	25
Total Department of Parks	2,641 8,899	2,644 8,664	2,619 8,558	25 106
Total Department of Parks	8,899	0,004	8,338	106

188

(Continued)

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
General Fund				
(Continued)				
Expenditures				
Department of Building and Inspections				
Building Division Personal Services	e (926	\$ 6,520	\$ 6,455	0 65
Non Personal Services	\$ 6,836 499	\$ 6,520 615	\$ 6,455 606	\$ 65 9
Total Building Division	7,335	7,135	7,061	74
C	7,555	7,133	7,001	/ -
Division of Building Inspections, Licenses and Permits				• .
Personal Services	2,786	2,508	2,472	36
Non Personal Services	247	273	272	1
Total Division of Building Inspections, Licenses and Permits	3,033	2,781	2,744	37
Total Department of Buildings and Inspections	10,368	9,916	9,805	111
Department of Police				
Patrol Bureau				
Personal Services	94,958	96,246	96,246	
Non Personal Services	6,769	6,736	6,735	1
Total Patrol Bureau	101,727	102,982	102,981	1
Investigations Bureau				
Personal Services	18,307	18,394	18,394	
Non Personal Services	1,486	1,479	1,479	
Total Investigations Bureau	19,793	19,873	19,873	
Support Bureau	,	,	,	
Personal Services	9,494	9,186	9,186	
Non Personal Services	2,189	2,583	2,583	
Total Support Bureau	11,683	11,769	11,769	-
**	11,005	11,707	11,707	
Administration Bureau	11 441	11.071	11.071	
Personal Services	11,441	11,071	11,071	
Non Personal Services	2,804	2,662	2,662	-
Total Deportment of Bolica	14,245 147,448	13,733	13,733 148,356	1
Total Department of Police	147,446	140,337	140,330	1
Department of Fire				
Division of Response				
Personal Services	99,073	101,401	101,047	354
Non Personal Services	7,376	7,502	7,502	
Total Division of Response	106,449	108,903	108,549	354
Division of Support Services				
Personal Services	9,462	8,997	8,858	139
Non Personal Services	1,614	1,986	1,986	
Total Division of Support Services	11,076	10,983	10,844	139
Total Department of Fire	117,525	119,886	119,393	493
Department of Transportation and Engineering				
Department of Transportation and Engineering Office of the Director				
Personal Services	416	310	303	7
Non Personal Services	68	59	54	5
Total Office of the Director	484	369	357	12
	101	307	337	12
Division of Transportation Planning	4.5	47	47	
Personal Services	45	47	47	
Non Personal Services	<u>14</u> 59	<u>12</u> 59	<u>1</u>	
Total Division of Transportation Planning	59	59	48	11
Division of Engineering				
Personal Services	45	(6)	(7)	1
Non Personal Services	53	41	28	13
Total Division of Engineering	98	35	21	14

189

(Continued)

(Attion)	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
General Fund				
(Continued)				
Expenditures				
Department of Transportation and Engineering (Continued) Division of Traffic Engineering				
Personal Services	\$ 159	\$ 129	\$ 129	
Non Personal Services	2,283	2,272	2,243	\$ 29
Total Division of Traffic Engineering	2,442	2,401	2,372	29
Total Department of Transportation and Engineering	3,083	2,864	2,798	66
Department of Public Services				
Office of the Director	264	1.042	1.022	10
Personal Services	964	1,043	1,033	10
Non Personal Services	92	91	91	- 10
Total Office of the Director	1,056	1,134	1,124	10
Division of Traffic and Road Operations				
Non Personal Services		200	187	13
Total Traffic and Road Operations		200	187	13
Neighborhood Operations Division				
Personal Services	5,706	5,632	5,539	93
Non Personal Services	5,339	5,702	5,694	8
Total Neighborhood Operations Division	11,045	11,334	11,233	101
Division of City Facility Management				
Personal Services	102	102	99	3
Non Personal Services	2,873	2,786	2,785	1
Capital Outlay				
Debt Service				
Total City Facility Management	2,975	2,888	2,884	4
Division of Fleet Services				
Personal Services	161	161	161	
Non Personal Services	1	1	1	
Total Fleet Services	162	162	162	-
Total Department of Public Services	15,238	15,718	15,590	128
Department of Public Health				
Office of the Commissioner				
Personal Services	2,091	1,859	1,859	
Non Personal Services	206	201	201	
Capital Outlay	3	3		3
Total Office of the Commissioner	2,300	2,063	2,060	3
Office of Technical Resources				
Personal Services	2,070	1,998	1,993	5
Non Personal Services	472	469	467	2
Total Office of Technical Resources	2,542	2,467	2,460	7
Office of Community Health Services				
Personal Services	3,676	3,730	3,730	
Non Personal Services	264	260	260	
Total Office of Community Health Services	3,940	3,990	3,990	
Division of Primary Care - Programs				
Personal Services	2,335	2,086	2,085	1
Non Personal Services	126	125	125	
Total Division of Primary Care - Programs	2,461	2,211	2,210	1
Division of Primary Care - Centers				
Personal Services	4,580	4,583	4,583	
Non Personal Services	7	7	7	
Total Division of Primary Care - Centers	4,587	4,590	4,590	

190

(Continued)

(Amounts in	n Thousands)			
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
General Fund				
(Continued)				
Expenditures				
Department of Public Health (Continued)				
Division of School and Adolescent Health				
Personal Services	\$ 1,194	\$ 1,189	\$ 1,167	\$ 22
Non Personal Services	46	45	41	4
Total Division of School and Adolescent Health	1,240	1,234	1,208	26
Total Department of Public Health	17,070	16,555	16,518	37
Nondepartmental Accounts				
Employee Benefits				
Public Employee Assistance	288	309	288	21
Workers' Compensation Insurance	3,234	3,234	3,233	1
Police Officers and Firefighters' Insurance	290	290	235	55
State Unemployment Compensation	148	148	136	12
Lump Sum Payments	488	952	952	
Professional Services and Legal Fees				
Judgments Against the City	900	900	898	2
Audit and Examiners' Fees	370	370	370	
Hamilton County Fees and Estate Tax Adjustment	525	525	413	112
County Clerk Fees	350	350	350	
Election Expense	155	155	131	24
Miscellaneous Accounts				
Enterprise Software and Licenses	4,674	5,283	5,283	
Memberships and Lobbyists	261	254	150	104
Manager's Office Obligations	174	231	208	23
Downtown Special Improvement District	45	45	3	42
Greater Cincinnati Redevelopment Authority	700	700	700	
Property Investment Reimbursement Agreements		18	18	
Reserve for Contingencies		61		61
Total Nondepartmental Accounts	12,602	13,825	13,368	457
Total Expenditures	402,979	409,133	405,411	3,722
Excess (deficiency) of revenues over (under) expenditures	1,728	(5,095)	8,270	13,365
Other Financing Sources (Uses)				
Transfers In	1,200	1,300	1,300	
Transfers (Out)	(2,719)	(5,699)	(5,699)	
Total Other Financing Sources (Uses)	(1,519)	(4,399)	(4,399)	
Excess (Deficiency) of Revenue over (under) Expenditures				
and Other Financing Sources (Uses)	209	(9,494)	3,871	13,365
Cancellation of Prior Years Encumbrances			1,636	1,636
Fund balances - beginning	22,278	22,278	22,278	
Fund balances - ending	\$ 22,487	\$ 12,784	\$ 27,785	\$ 15,001

### Statement of Revenues, Expenditures and Changes in Fund Balance For the fiscal year ended June 30, 2019 (Amounts in Thousands)

GENERAL FUND		
Revenues		
Taxes		
Property Taxes	\$	26,502
City Income Tax		288,736
Other Taxes		6,003
Total Taxes		321,241
Licenses and Permits		
Street Use		5,506
Police and Protective		214
Beer and Liquor		671
•		3,601
Business and Merchandising Amusements		5,001 71
Professional and Occupational		119
Buildings, Structures and Equipment		10,184
Total Licenses and Permits	_	20,366
Total Licenses and Fernits		20,300
Use of Money and Property		
Fines, Forfeits and Penalties		6,256
Income from Treasury Investments		12,107
Rents	_	69
Total Use of Money and Property		18,432
Intergovernmental Revenue		
Proportionately shared State Taxes		
Local Government Fund - Sales, Franchise, State		
Income Tax		12,832
State Income Tax - Real Property Tax Reduction		2,506
Estate Tax		,
Casino Tax - County Share		4,948
Casino Tax - Host City Share		3,413
Payments from Other Governmental Units		20
Revenues from Private Sources		40
Total Intergovernmental Revenue	_	23,759
_		,

(Continued)

### Statement of Revenues, Expenditures and Changes in Fund Balance For the fiscal year ended June 30, 2019

(Amounts in Thousands)

GENERAL FUND	
(Continued)	
Charges for Services	
General Government \$	9,984
Planning and Buildings	
Other Inspection Certificates	3,429
Elevator Certificates	880
Public Recreation	
Public Safety	
Police and Communication Charges	496
Impounded Vehicle Fees	1,266
Protective Inspection Fees	197
Protective Service - Burglary Alarm	196
Emergency Transportation Service	8,795
Other Public Safety Charges	1,388
Public Services	561
Public Health	
Vital Statistics	588
Total Charges for Current Services	27,780
	27,760
Miscellaneous	3,808
Total Revenues	415,386
Expenditures	
City Council	2,118
City Coulien	2,110
Office of the Clerk of Council	677
Office of the Mayor	761
Department of the City Manager	
Office of the City Manager	3,958
Division of Budget and Evaluation	931
Office of Environment and Sustainability	2,384
Division of Performance and Data Analytics	726
Division of Internal Audit	397
Total Department of City Manager	8,396
Citizen's Complaint and Internal Audit	664
	(Continued)

### Statement of Revenues, Expenditures and Changes in Fund Balance For the fiscal year ended June 30, 2019

(Amounts in Thousands)

GENERAL	FUND
---------	------

(Continued)	
Expenditure	

penditures		
Department of Economic Inclusion	\$	941
Department of Law		7,343
Department of Human Resources		1,609
Department of Finance		
Office of the Director		404
Division of Accounts and Audits		1,471
Division of Treasury		784
Division of Risk Management		159
Division of Income Tax		2,956
Division of Purchasing	_	896
Total Department of Finance		6,670
Department of City Planning and Buildings		
Office of the Director	_	546
Total Department of City Planning and Buildings		546
Department of Community Development		
Office of the Director		5,479
Division of Housing Development		793
Division of Community Development	_	1,785
Total Department of Community Development		8,057
Department of Public Recreation		
Division of Community Activities - West Region Division		3,079
Division of Community Activities - East Region Division		2,172
Division of Community Activities - Central Region Division		2,549
Division of Community Activities - Maintenance Division		2,997
Division of Athletics		3,629
Division of Administration	_	2,383
Total Department of Public Recreation		16,809
Department of Parks Administration and Program Services		
Office of the Director		382
Division of Operations and Facility Management		5,744
Division of Planning, Design and Development		2,763
Total Department of Parks Administration and Program Services		8,889
	(	Continued)

### City of Cincinnati, Ohio Statement of Revenues, Expenditures and Changes in Fund Balance For the fiscal year ended June 30, 2019

### (Amounts in Thousands)

## GENERAL FUND (Continued)

Expenditures

Department of Buildings and Inspections		
Division of Buildings	\$	7,395
Division of Building Inspections, Licenses and Permits		2,462
Total Department of Buildings and Inspections		9,857
Department of Police		
Division of Police		150,774
Emergency Communications Center	_	10,474
Total Department of Police		161,248
Department of Fire		120,397
Department of Transportation and Engineering		
Office of the Director		377
Division of Engineering		17
Division of Transportation Planning		45
Division of Traffic Engineering		2,340
Total Department of Transportation and Engineering	_	2,779
Department of Public Services		
Office of the Director		1,127
Division of Traffic and Road Operations		473
Division of Neighborhood Operations		11,348
Division of City Facility Management		2,978
Division of Fleet Services	_	163
Total Department of Public Services		16,089
Department of Enterprise Technology Solutions		5,812
Department of Public Health		
Office of the Commissioner		2,270
Division of Technical Resources		2,420
Division of Community Health Services		4,051
Division of Primary Care - Programs		2,224
Division of Primary Care - Health Centers		4,624
Division of Primary Care - Other		1,444
Total Department of Public Health	_	17,033
		(Continued)

195

### City of Cincinnati, Ohio Statement of Revenues, Expenditures and Changes in Fund Balance For the fiscal year ended June 30, 2019

(Amounts in Thousands)

## GENERAL FUND (Continued)

Expenditures

Nondepartmental Accounts		
Judgments Against the City \$	i	1,141
Enterprise Software Licenses		5,082
County Fees		761
Election Expense		107
Mayor's Office Obligations		4
Cincinnati Manager's Office Obligations		184
Professional Memberships and Publications		149
Downtown Special Improvement Districts		3
Audit Fees		332
Port Authority of Greater Cincinnati		700
Property Investment Reimbursement Agreements		18
Total Nondepartmental Accounts		8,481
Total Expenditures		405,176
Excess (Deficiency) of revenues over expenditures		10,210
Other Financing Sources(Uses)		
Transfers In		4,972
Transfers (Out)		(4,656)
Total Other Financing Sources (Uses)		316
Net Change in Fund Balance		10,526
The change in Fana Salanee		10,020
Fund balances, July 1		74,466
a una camaneco, varj		. 1, 100
Fund balances, June 30	\$	84,992
Talla Galattoon, valle 30	Ψ	01,772

	Budget	Actual	Variance with Fi Budget Positive (Negative)
ital Project Funds	Buuget	Actual	(regative)
·			
Revenues			
Taxes	\$ 27,951	\$ 27,951	\$
Use of Money and Property	814	814	
Special Assessments	566	566	
Intergovernmental Revenue	1,743	1,743	
Federal Grants	5,869	5,869	
State Grants Grants and Subsidies	5,254 1,778	5,254 1,778	
Miscellaneous			
Total Revenues	11,936 55,911	11,936 55,911	
		,	
Capital Outlay Expenditures		•	
Enterprise Technology Services	3,883	3,883	
Department of the City Manager			
Division of Emergency Communications	436	436	
Office of Environment and Sustainability	333	333	
Division of Economic Development	430	430	
Division of Performance and Data Analytics	35	35	-
Total Department of the City Manager	1,234	1,234	
Department Community and Economic Development			
Housing Division	1,627	1,627	
Economic Development and Major/Special Projects Divisions	22,637	22,637	
Division of New Construction and Building Standards	75	75	-
Total Department of Community and Economic Development	24,339	24,339	
Department of City Planning	84	84	
Department of Public Recreation			
Division of Golf	49	49	
Division of Support Services	3,835	3,835	
Total Department of Public Recreation	3,884	3,884	
Department of Parks			
Division of Operations and Facility Management	1	1	
Division of Administration and Program Services	2,551	2,551	
Total Department of Parks	2,552	2,552	
Department of Police			
Division of Police	1,299	1,299	
Total Department of Police	1,299	1,299	
Department of Fire	439	439	
Department of Building and Inspections			
Building Division	1	1	
Division of Building Inspections, Licenses and Permits	443	443	
Total Department of Building and Inspections	444	444	
Department of Transportation and Engineering			
Office of the Director	96	96	
Division of Transportation Planning	2,463	2,463	
Division of Engineering	44,862	44,862	
Division of Aviation	4,205	4,205	
Division of Traffic Engineering	7,229	7,229	

468 197

(Continued)

		Budget		Actual		Variance with Final Budget Positive (Negative)
Capital Project Funds	=		_		-	
(Continued) Capital Outlay Expenditures						
Department of Enterprise Services						
Division of Convention Center	\$	855	\$	855	\$	
	Φ	555	φ	555	φ	
Division of Parking Facilities	-		_		-	
Total Department of Enterprise Services		1,410		1,410		
Department of Public Services		20		20		
Office of the Director		39		39		
Division of Traffic and Road Operations Neighborhood Operations Division		70 20		70 20		
Division of City Facility Management Division of Fleet Services		4,880 91		4,880 91		
	=		_		-	
Total Department of Public Services		5,100		5,100		
Department of Public Health						
Office of the Commissioner	_	164	_	164	-	
Total Department of Public Health		164		164		
Department of Stormwater Management Office of the Director		2,123		2,123		
	-		_		-	
Total Department of Stormwater Management		2,123		2,123		
Motorized Equipment	-	9,970	_	9,970	-	
Total Capital Outlay Expenditures		115,780		115,780		
Other Expenditures						
Department of Law						
Non Personal Services		2		2		
Department of Finance						
Division of Accounts and Audits						
Non Personal Services		749		749		
Debt Service		18,351		18,351		
Department of Transportation and Engineering						
Division of Engineering						
Non Personal Services		467		467		
Department of Enterprise Services						
Division of Fleet Services						
Non Personal Services		108		108		
	=		_		-	
Total Other Expenditures		19,677		19,677		
Total Expenditures	_	135,457	_	135,457	_	
Excess (deficiency) of revenues over expenditures		(79,546)		(79,546)		
Other Financing Sources (Uses)						
Bond and Note Proceeds		68,772		68,772		
Transfers In		135,473		135,473		
Transfers (Out)		(112,761)		(112,761)		
Total Other Financing Sources (Uses)	_	91,484	_	91,484	-	
Net Change in Fund Balance	-	11,938	_	11,938	-	
-						
Fund balances - beginning	-	219,505	_	219,505	-	_
Fund balances - ending	\$_	231,443	\$_	231,443	\$_	

Debt Service Fund	Budget		Actual	Budge	e with Final et Positive egative)
Revenues					
Taxes	\$ 31,6	48 \$	34,300	\$	2,652
Use of Money and Property	23,0		25,894	Ψ	2,861
Intergovernmental Revenue	3,8		4,701		865
Special Assessments	-,-		83		83
Miscellaneous Revenue	7,9	26	9,340		1,414
Total Revenues	66,4	43	74,318		7,875
Expenditures					
Department of Finance					
Office of the Director					
Personal Services		96	96		
Total Office of the Director		96	96	·	
Division of Accounts and Audits					
Personal Services		92	92		
Non Personal Services		88	488		
Debt Service		50	250		
Total Division of Accounts and Audits	8	30	830		
Division of Treasury					
Personal Services	2	81	281		
Non Personal Services	1,5	86	1,586		
Debt Service	80,5	76	80,576		
Total Division of Treasury	82,4	43	82,443		
Total Department of Finance	83,3	69	83,369	-	
Department Community and Economic Development Economic Development and Major/Special Projects Divisions					
Debt Service	7	74	774		
Total Economic Development and Major/Special Projects Divisions		74	774		
Total Department Community and Economic Development	7	74	774		
Non Departmental Accounts					
Workers' Compensation Insurance		5	5		
Total Non-Departmental Accounts		5	5		
Non Departmental - Debt Service Payments					
Debt Service	3,7	77	3,777		
Total Non-Departmental - Debt Service Payments	3,7		3,777		
Total Expenditures	87,9	25	87,925		
Total Experiences			61,723		
Excess (deficiency) of revenues over (under) expenditures	(21,4	82)	(13,607)		7,875
Other Financing Sources (Uses)					
General Obligation Bond Proceeds	60,2	50	12,070		(48,180)
Bond Premiums	3	32	3,704		3,372
Build America Bonds Subsidy			106		106
Transfers In	42,0	72	42,072		
Transfers (Out)	(37,1	00)	(37,100)		
Total Other Financing Sources (Uses)	65,5	54	20,852		(44,702)
Net Change in Fund Balance	44,0	72	7,245		(36,827)
Fund balances - beginning	106,2	13	106,213		
		85 \$	113,458	\$	(36,827)

Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget (Non-GAAP Budgetary Basis) and Actual
For the fiscal year ended June 30, 2019
(Amounts in Thousands)

	p	udget		Actual		Final Budget Positive (Negative)
ax Increment Financing Funds		uugei		Actuai	-	(Ivegative)
Revenues						
Intergovernmental Revenue	\$	652	\$	652	\$	
Use of Money and Property	•	130	•	130	•	
Miscellaneous Revenue		50,289		50,289		
Total Revenues		51,071		51,071		
Expenditures						
Department of the City Manager						
Office of the City Manager						
Capital Outlay		499		499		
Debt Service		162		162		
Total Office of the City Manager	'	661		661		
Office of Economic Development						
Capital Outlay		1,012		1,012		
Debt Service		23		23		
Total Office of Economic Development		1,035		1,035		
Total Department of the City Manager		1,696		1,696		
Department of Finance						
Division of Accounts and Audits						
Non Personal Services		22,439		22,439		
Capital Outlay		1,050		1,050		
Debt Service		16,590		16,590		
Total Department of Finance		40,079		40,079		
Department Community and Economic Development						
Housing Division						
Debt Service		7		7		
Total Housing Division	-	7	-	7	-	
		,		,		
Economic Development and Major/Special Projects Divisions  Debt Service		537		537		
Total Economic Development and Major/Special Projects Divisions		537	-	537		
Total Department Community and Economic Development		544		544		
Total Expenditures		42,319	-	42,319		
Excess (deficiency) of revenues over (under) expenditures		8,752		8,752		
Other Financing Sources (Uses)						
Transfers In		5,413		5,413		
Transfers (Out)		(14,900)		(14,900)		
Total Other Financing Sources (Uses)		(9,487)		(9,487)		
Net Change in Fund Balance		(735)		(735)		
Fund balances - July 1		48,538		48,538		
Fund balances - June 30	\$	47,803	\$	47,803	\$	

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### CITY OF CINCINNATI, OHIO

# NONMAJOR GOVERNMENTAL FUNDS

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#### SPECIAL REVENUE FUNDS

<u>Health Services Fund</u> - Used to improve, establish, expand, and/or maintain health services to the citizens of Cincinnati.

<u>Street Construction, Maintenance and Repair Fund</u> - Used to account for street maintenance, repair and cleaning, and the operation and maintenance of traffic signals. Financing is provided by the City's share of State-levied Motor Vehicle License Tax, Gasoline Tax, and reimbursements of expenses.

<u>Income Tax Infrastructure Fund</u> - Used to account for the proceeds of a .1% levy on earned income for infrastructure purposes.

Income Tax Transit Fund - Used to account for the proceeds of a .3% levy on earned income for transit purposes.

<u>Motor Vehicle License Fund</u> - Used to account for resources provided by the locally levied Municipal Motor Vehicle License Tax.

<u>Special Recreation Fund</u> - Used to account for monies received for special recreation activities such as, enrichment exercise programs or caretaker services.

Special Parks Fund – Used to account for monies received for special parks, such as, Sawyer Point Park.

<u>Streetcar Operations Fund</u> – Used to account for monies received for streetcar operations, maintenance, contingency (construction and operation), and capital expenses.

<u>Recreation</u> - Used to account for Federal funds, private contributions, and user fees, and for expenditures made for special recreation activities.

<u>Parks</u> - Used to account for State funds, private contributions, and user fees, and for expenditures made for special parks activities.

<u>Safety</u> - Used to account for Federal and State funds and private contributions, and for expenditures made for public safety purposes.

<u>Health</u> - Used to account for Federal and State funds, private contributions and user fees, and for expenditures made for public health purposes.

<u>Cincinnati Blue Ash Airport</u> - Used to account for the revenue and the expenditures for the operation and maintenance of a municipal airport.

Community Development - Used to account for Federal funds received for city-wide development operations.

201

#### CITY OF CINCINNATI, OHIO

# NONMAJOR GOVERNMENTAL FUNDS

**SPECIAL REVENUE FUNDS (Cont)** 

Other - Used to account for Federal and State funds, private contributions and user fees, and for expenditures for specific purposes not otherwise designated.

<u>Bettman Nature Center</u> - Used to account for the investment and expenditure of bequests made for the Bettman Nature Center.

#### PERMANENT FUNDS

<u>Groesbeck Endowment</u> - Used to account for the investment and expenditure of bequests made for the cost of music concerts in Burnet Woods.

<u>Schmidlapp Park Music</u> - Used to account for the investment and expenditure of bequests made for the cost of music concerts in Eden Park.

<u>W. M. Ampt Music Endowment</u> - Used to account for the investment and expenditure of bequests made for the cost of concerts in various City parks.

<u>Crosley Field Trust</u> - Used to account for the investment and expenditure of bequests made for the maintenance of the Crosley Field Sports Complex.

<u>Kroger Trust</u> - Used to account for the investment and expenditure of a bequest made for the maintenance of the Hartwell Recreation Center.

<u>Yeatman's Cove Park Trust</u> - Used to account for the investment and expenditure of a bequest made for the maintenance of the Yeatman's Cove Park.

<u>Park Board Fund</u> - Used to account for the investment and expenditure of bequests related to the maintenance and improvement of Fleischmann Gardens, the Geier Esplanade, and various citywide parks.

202

City of Cincinnati, Ohio Combining Balance Sheet Nonmajor Governmental Funds June 30, 2019 (Amounts in Thousands)

						Ì	$S_{\mathbf{p}}$	Special Revenue Funds	nue Fui	spi						
			S	Street			•									
		Health	Cons Main	Construction Maintenance	Inco	Income Tax	Inco	Income Tax	2 2	Motor Vehicle	Spe	Special	S	Special	91	Streetcar
ASSETS		Services	and	and Repair	Infras	Infrastructure	Ţ	Transit	Ľ	License	Recr	Recreation		Parks		Operations
Cash and Cash Equivalents Equity in City Treasury Cash	S	2,528	€	2,979	€-	9,400	€	8,363	s	1,348	<b>∽</b>	626 3,070	<del>s</del>	2,437	s	1,517
Receivables:																
Taxes						1,262		3,786								
Accounts, Net		1,454				89				53		8,284				
Accrued Interest								24				6		7		
Due from Other Funds		_		85		140		2		12		-		-		
Due from Other Governments				069						226						
Inventory						63				2						
Advances to Other Funds				496												Ī
Total Assets	8	3,983	S	4,250	\$	10,933	\$	12,175	s	1,641	\$	11,990	\$	2,445	s	1,517
LIABILITIES, DEFERRED INFLOWS AND																
FUND BALANCES																
Accounts Payable	æ	432	÷	141	€.	179	æ	∞	S	39	S	119	€.	27	S	422
Due to Other Funds		10		138		238				21		1				
Due to Fiduciary Funds		51		35		06		2		6		S		1		1
Accrued Payroll		344		259		530		10		29		185		9		13
Accrued Liabilities		7		3		10				_		7				
Deposits Payable				9		21						,				-
Estimated Liability for Unpaid Claims Advances from Other Funds				9		П						16				006
Total Liabilities		844		588		1,079		20		129		333		34		1,337
DEFERRED INFLOWS OF RESOURCES Revenues Levied for the next year and																
Unavailable Revenue						376		1,125		Ξ		8,210		S		
Fund Balances: Nonspendable						63				2						
Restricted				3,662		9,415		11,030		1,499						180
Committed		3,139										3,447		2,406		
Total Fund Balances		3,139		3,662		9,478		11,030		1,501		3,447		2,406		180
Total Liabilities, Deferred Inflows and Fund Balances	\$	3,983	s	4,250	\$	10,933	\$	12,175	\$	1,641	\$	11,990	\$	2,445	\$	1,517

City of Cincinnati, Ohio Combining Balance Sheet Nonmajor Governmental Funds June 30, 2019 (Amounts in Thousands)

				(Amounts in Thousands)	nou I n	sands)	S	Special Revenue Funds	nue Funds							
									Cincinnati	ati						Bettman
	Re	Recreation		Parks	91	Safety	_	Health	Blue Ash Airport	셤 보	Comm Develo	Community Development	O	Other		Nature Center
ASSETS						,										
Cash and Cash Equivalents			\$	4,690							€	909	<b>∽</b>	1,068	€	35
Equity in City Treasury Cash	€	2,386		8,942	s	8,893	<del>s</del>	1,830	÷	121		2,633		10,107		7 1 5
invesurients Receivables:																2,134
Accounts, Net						570								5		
Special Assessments								4			_	11,376		23,432		
Accrued Interest		7		21		2										
Due from Other Funds				∞		7						7		18		
Inventory Advances to Other Funds		25						180						26		
Total Access	9	0 410	9	13 661	9	7370	9	4100	9	12		1617	9	34656	9	7 100
I otal Assets	9	2,410	0	13,001	9	7,40/	•	2,014	•	171	9	14,01/	•	24,030	0	2,109
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES Liabilities:																
Accounts Payable	\$	45	S	188	8	268	\$	610			s	1,040	8	948		
Due to Other Funds				6		229		4						25		
Due to Fiduciary Funds				2		7		34				9		3		
Accrued Payroll				28		45		229				23		24		
Accrued Liabilities						-		9				301		537		
Deposits Payable						3,036								2		
Estimated Liability for Unpaid Claims				3												
Advances from Other Governments		!						4				-		;		
Total Liabilities		45		230		3,586		883				1,371		1,539		
DEFERRED INFLOWS OF RESOURCES Revenues Levied for the next year and																
Unavailable Revenue		5		15		999		4			1	11,376		23,432		
Fund Balances:																
Nonspendable		- 00		203		3713		180	6	5		0.20		26	9	0 100
resultated Committed		1,002		7,833		3,103		348	9	171		1,0,1		2,912	9	2,109
Total Fund Balances		2,368		13,416		5,321		1,127		121		1,870		9,685		2,189
Total Liabilities, Deferred Inflows and Fund Balances	s	2,418	\$	13,661	\$	9,467	\$	2,014	s	121	\$ 1	14,617	\$	34,656	\$	2,189

City of Cincinnati, Ohio Combining Balance Sheet Nonmajor Governmental Funds June 30, 2019 (Amounts in Thousands)

								Permanent Funds	t Funds						
	- 14	Groesbeck Endowment	Scl	Schmidlapp Park Music		The W.M. Ampt Music		Crosley Field	Kroger	ę.	Yeatman's Cove Park	's *	Park Board	9	Total Nonmajor Governmental
ASSETS		rung		runa	Endo	Endowment Fund		1 LINST	TLUSI	1	ILLINI	1	r nua	1	rungs
Cash and Cash Equivalents Equity in City Treasury Cash Investments, at Fair Value	<b>⇔</b>	37 449	<b>↔</b>	51	€-	130 244	<del>≪</del>	1,030	<del>\$</del>	81	069	<del>-</del>	319	€	7,358 67,543 12,550
Taxes Taxes Accounts, Net Special Assessments Accured Interest Due from Other Funds Inventory Advances to Other Funds											7				5,048 10,434 34,812 72 272 916 271 271 521
Total Assets	€	486	S	51	s	374	€	1,044	€9	81	692	<b>∞</b>	8,992	8	139,797
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES Liabilities: Accounts Payable Due to Other Funds Due to Fiduciary Funds Accrued Payroll Accrued Liabilities Deposits Payable Estimated Liability for Unpaid Claims Advances from Other Funds Advances from Other Governments									∞	<i>ω</i>				€9	4,469 675 246 1,755 873 3,066 900
Total Liabilities										3					12,021
DEFERRED INFLOWS OF RESOURCES Revenues Levied for the next year and Unavailable Revenue										€	_				45,120
Fund Balances: Nonspendable Restricted Committed	S	480	€9	51	€	366	€9	225 819		50 28	502 189	€	672 8,320		2,617 59,312 20,727
Total Fund Balances		486		51		374		1.044		78	691		8,992		82,656
Total Liabilities, Deferred Inflows and Fund Balances	\$	486	\$	51	\$	374	\$	1,044	\$	81 \$	692	s	8,992	s	139,797
			l	l			l			l					

City of Cincinnati, Ohio
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the fiscal year ended June 30, 2019
(Amounts in Thousands)

						Special Rev	Special Revenue Funds						
			Street										
			Construction				Motor						
	H S	Health Services	Maintenance and Renair	Income Tax Infrastructure	Tax	Income Tax Transit	Vehicle License		Special Recreation	Special Parks	Te 2	Streetcar Operations	. s
REVENUES								1					
Taxes				\$	18,628	\$ 55,884							
Use of Money and Property						218		S	402	s	87		
Intergovernmental Revenue	\$	30	\$ 10,065				\$ 2,741	41					
Federal Grants									762				
State Grants and Other Subsidies		92							_		\$		006
Charges for Current Services		20,492	221		78			57	4,492		702		
Miscellaneous					15				102		31		
Total Revenues		20,614	10,286		18,721	56,102	2,798	86	5,759		820	)	006
EXPENDITURES													
Current:													
General Government		819			3,376	526	=	120	299		24	,2	2,354
Parks and Recreation			323		2,780	24			4,547		814		
Transportation and Engineering					6,552	208						•	529
Transit System						55,770							
Public Services			11,482		5,947		3,481	81					140
Public Health		22,055											
Total Expenditures		22,874	11,805		18,655	56,528	3,601	01	4,846		838	3,0	3,023
Excess (Deficiency) of Revenues			;		,	•	,	į	;		í	,	;
over (under) Expenditures		(2,260)	(1,519)		99	(426)	8)	(803)	913		(18)	(2,	(2,123)
OTHER FINANCING SOURCES (USES)													
Transfers In			(213)		616	000		6	(000)		12	;; ,	1,500
Transfers (Out)		Ī	(1115)		(1,910)	(100)		(40)	(000)				1
Total Other Financing Sources (Uses)			(113)		(1,910)	(100)		(40)	(009)		12	1,;	1,500
Net Change in Fund Balances		(2,260)	(1,632)		(1,844)	(526)		(843)	313		(9)	٦	(623)
Fund Balances, July 1		5,399	5,294		11,322	11,556	2,344	44	3,134	2	2,412		803
Fund Balances, June 30	se.	3,139	\$ 3,662	<b>∽</b>	9,478	\$ 11,030	\$ 1,501	01 \$	3,447	8	2,406 \$		180
								I					

City of Cincinnati, Ohio
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the fiscal year ended June 30, 2019
(Amounts in Thousands)

Special Revenue Funds

							Cincinnati Blue Ash	Cor	Community		m Z	Bettman Nature
	Recreation	u	Parks	Safety	"  	Health	Airport	Dev	Development	Other		Center
REVENUES												
Taxes									€	4,106		
Licenses and Permits				\$	42 \$	1,449						
Use of Money and Property	S	62 \$	1,123		19		\$	S	45	2,692	<del>\$</del>	119
Special Assessments						2			35	6,061		
Intergovernmental Revenue				4,531	31	1,841						
Federal Grants		123		6,695	5	8,261			13,059	2,272		
State Grants and Other Subsidies		119	1,406	119	61	1,178				192		
Charges for Current Services		19	1,348	1,445	15	1,556			293	907		
Miscellaneous		2	2,428			_			992	2		
Total Revenues		325	6,305	12,851	15	14,288			14,198	16,232		119
EXPENDITURES						Ī						
Current:												
General Government		7	89	4,718	8	463			1,495	9,040		
Community Development									11,938	2,985		
Parks and Recreation		362	5,414						829	1,878		15
Public Safety				7,913	13							
Transportation and Engineering										633		
Transit System										3		
Public Services										1,566		
Public Health						14,962			202			
Total Expenditures		369	5,482	12,631	31	15,425			14,464	16,105		15
Excess (Deficiency) of Revenues												
over (under) Expenditures		(44)	823	22	220	(1,137)			(266)	127		104
OTHER FINANCING SOURCES (USES)												
Transfers In		18	337						3	1117		325
Transfers (Out)			(858)	••	(50)				(36)	(125)		(65)
Total Other Financing Sources (Uses)		18	(521)	;)	(50)				(33)	(8)		260
Net Change in Fund Balances		(26)	302		170	(1,137)			(299)	119		364
Fund Balances, July 1	2,	2,394	13,114	5,151	15	2,264	121		2,169	9,566		1,825
Fund Balances, June 30	\$ 2,	2,368 \$	13,416	\$ 5,321	21 \$	1,127	\$ 121	s	1,870 \$	9,685	s	2,189

City of Cincinnati, Ohio
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the fiscal year ended June 30, 2019
(Amounts in Thousands)

							Permane	Permanent Funds						
	Gr	Groesbeck Endowment	Schn Park	Schmidlapp Park Music	The W.M. Ampt Music	mpt	Crosley Field	Kroger	, X	Yeatman's Cove Park	Park Board	rd rd	T Non Gover	Total Nonmajor Governmental
DEVENIES	7	Fund	F	Fund	Endowment Fund	pun,	Trust	Trust	1	Trust	Fund	pu	뎐	Funds
Taxes													<del>\$</del>	78,618
Licenses and Permits	4	,	4	•			;			•	4	Ş		1,491
Use of Money and Property	s-s	17	se.	7	9	\$ 09	57	<b>∞</b>	2	20	<b>∞</b>	661		5,586
Special Assessments Intergovernmental Revenue														6,098 19,208
Federal Grants														31,172
State Grants and Other Subsidies														4,007
Charges for Current Services														31,610
Miscellaneous		;		•		 	:			6				3,347
Total Revenues		17		2	9	09	57			20		199		181,137
EXPENDITURES														
Current:														
General Government														23,309
Community Development														14,923
Parks and Recreation				_			5	61	3			113		17,108
Public Safety														7,913
Transportation and Engineering														7,922
Transit System														55,773
Public Services														22,616
Public Health							•					,		37,219
Total Expenditures				-			S		 			113		186,783
Excess (Deficiency) of Revenues														
over Expenditures		17		1	9	09	52		<u> </u>	20		548		(5,646)
OTHER FINANCING SOURCES (USES)														
Transfers In												425		2,737
Transfers (Out)		(22)				(6)	(18)					(241)		(4,187)
Total Other Financing Sources (Uses)		(22)				(6)	(18)					184		(1,450)
Net Change in Fund Balances		(5)		1	5	51	34	(1)	(1	20		732		(2,096)
Fund Balances, July 1		491		50	323	3	1,010	62	_	671		8,260		89,752
Fund Balances, June 30	8	486	<b>∽</b>	51	\$ 374	8	1,044	\$ 78	<del>\$</del>	691	S	8,992	€	82,656
						    			]] ]] ]]					

Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget (Non-GAAP Budgetary Basis) and Actual
For the fiscal year ended June 30, 2019
(Amounts in Thousands)

	Pudget	Actual	Variance with Budget - Positive
HEALTH SERVICES FUND	Budget	Actual	(Negative)
REVENUES			
Charges for Current Services	\$ 22,792	\$ 20,475	\$ (2,317)
Intergovernmental Revenue	, ,,,,	30	30
Grants and Subsidies	100	92	(8)
Miscellaneous		9	9
Total Revenues	22,892	20,606	(2,286)
EXPENDITURES			
Department of Public Health			
Division of Primary Health Care - Programs			
Personal Services	545	514	31
Non-Personal Services	3_	3	
Total Division of Primary Health Care - Programs	548	517	31
Division of Primary Health Care - Centers			
Personal Services	8,692	8,368	324
Non-Personal Services	6,565	6,403	162
Total Division of Primary Health Care - Centers	15,257	14,771	486
Division of School & Adolescent Health			
Personal Services	5,824	5,531	293
Non-Personal Services	1,765	1,648	117
Total Division of School & Adolescent Health	7,589	7,179	410
Total Department of Public Health	23,394	22,467	927
Nondepartmental Accounts			
Public Employee Assistance	12	11	1
Workers' Compensation Insurance	123	123	
General Fund Overhead Charge	989	819	170
Total Nondepartmental Accounts	1,124	953	171
Total Expenditures	24,518	23,420	1,098
Excess (Deficiency) of Revenues over (under) Expenditures	(1,626)	(2,814)	(1,188)
Net Change in Fund Balance	(1,626)	(2,814)	(1.188)
-	(1,020)		(1,188)
Cancellation of Prior Year Encumbrances		266	266
Fund Balance - July 1	3,599	3,599	
Fund Balance - June 30	\$ 1,973	\$ 1,051	\$ (922)

Schedule of Revenues, Expenditures and Changes in Fund Balance Budget (Non-GAAP Budgetary Basis) and Actual For the fiscal year ended June 30, 2019 (Amounts in Thousands)

REVENUES  Intergovernmental Revenue  Motor Vehicle License		Budget	Actual	Variance with Budget - Positive (Negative)
Intergovernmental Revenue   Motor Vehicle Licensee   \$ 1,960   \$ 1,919   \$ (	TREET CONSTRUCTION, MAINTENANCE AND REPAIR FUND			
Motor Vehicle License   S 1,960   S 1,919   S   Gasoline   7,965   8,140   1   1   1   1   1   1   1   1   1	REVENUES			
Gasoline   7,965   8,140   1	Intergovernmental Revenue			
Miscellaneous	Motor Vehicle License	\$ 1,960	\$ 1,919	\$ (41)
Total Revenues	Gasoline	7,965	8,140	175
EXPENDITURES   Department of Parks   Operations and Facility Management   Personal Services   268   216   Non-Personal Services   116	Miscellaneous	141_	573	432
Department of Parks   Operations and Facility Management	Total Revenues	10,066	10,632	566
Operations and Facility Management   Personal Services   268   216   Non-Personal Services   116   116     116	EXPENDITURES			
Personal Services         268         216           Non-Personal Services         116         116           Total Department of Public Services         384         332           Department of Public Services         5,242         5,057         1           Traffic and Road Operations Division         5,242         5,057         1           Personal Services         3,465         3,347         1           Capital Outlay         18         16         1           Total Traffic and Road Operations Division         8,725         8,420         3           Neighborhood Operations Division         2,817         2,730         Non-Personal Services         684         671           Non-Personal Services         2,817         2,730         Non-Personal Services         13,401         1           Total Non-Personal Services         12,226         11,821         4           Non-Personal Services         2,817         2,730         Non-Personal Services         12,226         11,821         4           Non-Personal Services         2,817         2,730         Non-Personal Services         12,226         11,821         4           Non-Personal Services         2,25         1,821         4         4           <	Department of Parks			
Personal Services         268         216           Non-Personal Services         116         116           Total Department of Parks         384         332           Department of Public Services         384         332           Traffic and Road Operations Division         Personal Services         5,242         5,057         1           Non-Personal Services         3,465         3,347         1           Capital Outlay         18         16         1           Total Traffic and Road Operations Division         8,725         8,420         3           Neighborhood Operations Division         2,817         2,730         Non-Personal Services         684         671           Non-Personal Services         684         671         1         4           Total Neighborhood Operations Division         3,501         3,401         1           Total Department of Public Services         12,226         11,821         4           Nondepartmental Accounts         2         7         6           Workers' Compensation Insurance         114         76         5           State Unemployment Compensation         15         1         1           Lump Sum Payments         7         8         1	Operations and Facility Management			
Department of Public Services   Traffice and Road Operations Division   Personal Services   5,242   5,057   1   Non-Personal Services   3,465   3,347   1   1   1   1   1   1   1   1   1	Personal Services	268	216	52
Department of Public Services   Traffic and Road Operations Division	Non-Personal Services	116	116	
Traffic and Road Operations Division   Personal Services   5,242   5,057   1     Non-Personal Services   3,465   3,347   1     Capital Outlay   18   16   18   16     Total Traffic and Road Operations Division   8,725   8,420   3     Neighborhood Operations Division   Personal Services   2,817   2,730     Non-Personal Services   684   671     Total Neighborhood Operations Division   3,501   3,401   1     Total Department of Public Services   12,226   11,821   4     Nondepartmental Accounts   Public Employee Assistance   7   6     Workers' Compensation Insurance   114   76     State Unemployment Compensation   15     Lump Sum Payments   78       Total Nondepartmental Accounts   214   82   1     Total Nondepartmental Accounts   12,824   12,235   5     Excess (Deficiency) of Revenues over (under) Expenditures   (2,758)   (1,603)   1,1     OTHER FINANCING USES   (113)   (113)     Total Other Financing Uses   (113)   (113)     Net Change in Fund Balance   (2,871)   (1,716)   1,1     Cancellation of Prior Year Encumbrances   157   1     Fund Balance - July 1   4,308   4,308   4,308	Total Department of Parks	384	332	52
Traffic and Road Operations Division   Personal Services   5,242   5,057   1     Non-Personal Services   3,465   3,347   1     Capital Outlay   18   16   18   16     Total Traffic and Road Operations Division   8,725   8,420   3     Neighborhood Operations Division   Personal Services   2,817   2,730	Department of Public Services			
Personal Services         5,242         5,057         1           Non-Personal Services         3,465         3,347         1           Capital Outlay         18         16           Total Traffic and Road Operations Division         8,725         8,420         3           Neighborhood Operations Division         2,817         2,730         2,730           Non-Personal Services         684         671         671           Total Neighborhood Operations Division         3,501         3,401         1           Total Department of Public Services         12,226         11,821         4           Nondepartmental Accounts         7         6         6           Workers' Compensation Insurance         114         76         7           State Unemployment Compensation         15         15         1           Lump Sum Payments         78         7         6           Total Nondepartmental Accounts         214         82         1           Total Expenditures         12,824         12,235         5           Excess (Deficiency) of Revenues over (under) Expenditures         (2,758)         (1,603)         1,1           OTHER FINANCING USES           Transfers Out         (113) <td></td> <td></td> <td></td> <td></td>				
Non-Personal Services		5 242	5.057	185
Capital Outlay			,	118
Total Traffic and Road Operations Division   8,725   8,420   3		ŕ	*	2
Personal Services         2,817         2,730           Non-Personal Services         684         671           Total Neighborhood Operations Division         3,501         3,401         1           Total Department of Public Services         12,226         11,821         4           Nondepartmental Accounts         2         11,821         4           Nondepartmental Accounts         7         6         6           Workers' Compensation Insurance         114         76         7         6           State Unemployment Compensation         15         8         1         1           Lump Sum Payments         78         8         1	1 7			305
Personal Services         2,817         2,730           Non-Personal Services         684         671           Total Neighborhood Operations Division         3,501         3,401         1           Total Department of Public Services         12,226         11,821         4           Nondepartmental Accounts         7         6         6           Public Employee Assistance         7         6         7         6           Workers' Compensation Insurance         114         76         7         6           State Unemployment Compensation         15         8         1         1           Lump Sum Payments         78         8         1	Neighborhood Operations Division			
Non-Personal Services		2,817	2,730	87
Total Neighborhood Operations Division   3,501   3,401   1     Total Department of Public Services   12,226   11,821   4     Nondepartmental Accounts   Public Employee Assistance   7   6     Workers' Compensation Insurance   114   76     State Unemployment Compensation   15     Lump Sum Payments   78     Total Nondepartmental Accounts   214   82   1     Total Expenditures   12,824   12,235   5     Excess (Deficiency) of Revenues over (under) Expenditures   (2,758)   (1,603)   1,1     OTHER FINANCING USES   (113)   (113)     Total Other Financing Uses   (113)   (113)     Net Change in Fund Balance   (2,871)   (1,716)   1,1     Cancellation of Prior Year Encumbrances   157   1     Fund Balance - July 1   4,308   4,308	Non-Personal Services		· ·	13
Nondepartmental Accounts				100
Public Employee Assistance         7         6           Workers' Compensation Insurance         114         76           State Unemployment Compensation         15	Total Department of Public Services	12,226	11,821	405
Workers' Compensation Insurance       114       76         State Unemployment Compensation       15         Lump Sum Payments       78         Total Nondepartmental Accounts       214       82       1         Total Expenditures       12,824       12,235       5         Excess (Deficiency) of Revenues over (under) Expenditures       (2,758)       (1,603)       1,1         OTHER FINANCING USES         Transfers Out       (113)       (113)       (113)         Total Other Financing Uses       (113)       (113)       (113)         Net Change in Fund Balance       (2,871)       (1,716)       1,1         Cancellation of Prior Year Encumbrances       157       1         Fund Balance - July 1       4,308       4,308	Nondepartmental Accounts			
State Unemployment Compensation         15           Lump Sum Payments         78           Total Nondepartmental Accounts         214         82         1           Total Expenditures         12,824         12,235         5           Excess (Deficiency) of Revenues over (under) Expenditures         (2,758)         (1,603)         1,1           OTHER FINANCING USES           Transfers Out         (113)         (113)         (113)           Total Other Financing Uses         (113)         (113)         (1716)         1,1           Cancellation of Prior Year Encumbrances         157         1           Fund Balance - July 1         4,308         4,308	Public Employee Assistance	7	6	1
Lump Sum Payments       78         Total Nondepartmental Accounts       214       82       1         Total Expenditures       12,824       12,235       5         Excess (Deficiency) of Revenues over (under) Expenditures       (2,758)       (1,603)       1,1         OTHER FINANCING USES       Transfers Out       (113)       (113)       (113)         Total Other Financing Uses       (113)       (113)       (1,716)       1,1         Cancellation of Prior Year Encumbrances       157       1         Fund Balance - July 1       4,308       4,308	Workers' Compensation Insurance	114	76	38
Total Nondepartmental Accounts         214         82         1           Total Expenditures         12,824         12,235         5           Excess (Deficiency) of Revenues over (under) Expenditures         (2,758)         (1,603)         1,1           OTHER FINANCING USES         (113)         (113)         (113)           Transfers Out         (113)         (113)         (113)           Total Other Financing Uses         (113)         (1,716)         1,1           Net Change in Fund Balance         (2,871)         (1,716)         1,1           Cancellation of Prior Year Encumbrances         157         1           Fund Balance - July 1         4,308         4,308	State Unemployment Compensation	15		15
Total Expenditures 12,824 12,235 5  Excess (Deficiency) of Revenues over (under) Expenditures (2,758) (1,603) 1,1  OTHER FINANCING USES  Transfers Out (113) (113)  Total Other Financing Uses (113) (113)  Net Change in Fund Balance (2,871) (1,716) 1,1  Cancellation of Prior Year Encumbrances 157 1  Fund Balance - July 1 4,308 4,308	Lump Sum Payments	78_		78
Excess (Deficiency) of Revenues over (under) Expenditures (2,758) (1,603) 1,1  OTHER FINANCING USES  Transfers Out (113) (113)  Total Other Financing Uses (113) (113)  Net Change in Fund Balance (2,871) (1,716) 1,1  Cancellation of Prior Year Encumbrances 157 1  Fund Balance - July 1 4,308 4,308	Total Nondepartmental Accounts	214	82	132
(under) Expenditures       (2,758)       (1,603)       1,1         OTHER FINANCING USES         Transfers Out       (113)       (113)       (113)         Total Other Financing Uses       (113)       (113)       (1,716)       1,1         Net Change in Fund Balance       (2,871)       (1,716)       1,1         Cancellation of Prior Year Encumbrances       157       1         Fund Balance - July 1       4,308       4,308	Total Expenditures	12,824	12,235	589
OTHER FINANCING USES           Transfers Out         (113)         (113)           Total Other Financing Uses         (113)         (113)           Net Change in Fund Balance         (2,871)         (1,716)         1,1           Cancellation of Prior Year Encumbrances         157         1           Fund Balance - July 1         4,308         4,308	Excess (Deficiency) of Revenues over	(2.75%)	(1.602)	1.155
Transfers Out         (113)         (113)           Total Other Financing Uses         (113)         (113)           Net Change in Fund Balance         (2,871)         (1,716)         1,1           Cancellation of Prior Year Encumbrances         157         1           Fund Balance - July 1         4,308         4,308	(under) Expenditures	(2,758)	(1,603)	1,155
Total Other Financing Uses         (113)         (113)           Net Change in Fund Balance         (2,871)         (1,716)         1,1           Cancellation of Prior Year Encumbrances         157         1           Fund Balance - July 1         4,308         4,308	OTHER FINANCING USES			
Net Change in Fund Balance         (2,871)         (1,716)         1,1           Cancellation of Prior Year Encumbrances         157         1           Fund Balance - July 1         4,308         4,308	Transfers Out	(113)	(113)	
Cancellation of Prior Year Encumbrances         157         1           Fund Balance - July 1         4,308         4,308	Total Other Financing Uses	(113)	(113)	
Fund Balance - July 1 4,308 4,308	Net Change in Fund Balance	(2,871)	(1,716)	1,155
	Cancellation of Prior Year Encumbrances		157	157
Fund Balance - June 30 <u>\$ 1,437</u> <u>\$ 2,749</u> <u>\$ 1,3</u>	Fund Balance - July 1	4,308	4,308	
	Fund Balance - June 30	\$ 1,437	\$ 2,749	\$ 1,312

Schedule of Revenues, Expenditures and Changes in Fund Balance Budget (Non-GAAP Budgetary Basis) and Actual For the fiscal year ended June 30, 2019 (Amounts in Thousands)

\$	18,110  18,110  873  873  210	\$	18,634 65 504 19,203 873	\$	524 65 504 1,093
\$	18,110 873 873	\$	65 504 19,203	\$	65 504
\$	18,110 873 873	\$	65 504 19,203	\$	65 504
\$	18,110 873 873	\$	65 504 19,203	\$	65 504
	18,110 873 873	_	65 504 19,203		504
	873 873		504 19,203 873		504
	873 873		19,203		
	873 873		873		1,093
	873				
	873				
	873				
	873				
			0,5		
	210				
	210				
	710		102		1.7
			193		17
					2 19
					19
	255		214		19
	195		195		
					3
	198		195		3
	42		27		15
	3				3
	45		27		18
-	243		222		21
	410		410		
	410		410		
	189		181		8
	189		181		8
	157		136		21
-		-			21
	346		317		29
	702		(0)		107
					107
					110
	1,002		892		110
		23 233 233 233 195 3 198 42 3 45 243 410 410	23 233 233 233 233 233 233 233 198 42 3 45 243 410 410 410  189 189 189 157 157 346	23     21       233     214       233     214       233     214       195     195       3     198       42     27       3     27       243     222       410     410       410     410       410     410       189     181       189     181       157     136       157     136       346     317       793     686       209     206	23     21       233     214       233     214       195     195       3     198       42     27       3     245       243     222       410     410       410     410       410     410       189     181       189     181       157     136       157     136       346     317       793     686       209     206

#### Schedule of Revenues, Expenditures and Changes in Fund Balance Budget (Non-GAAP Budgetary Basis) and Actual For the fiscal year ended June 30, 2019 (Amounts in Thousands)

	В	udget	A	ctual	Variance with Budget - Positive (Negative)
INCOME TAX INFRASTRUCTURE FUND		uuget			(**************************************
(Continued)					
EXPENDITURES (Continued)					
Department of Parks					
Division of Operations and Facility Management					
Personal Services	\$	1,801	\$	1,741	60
Non-Personal Services		7		5	2
Total Division of Operations and Facility Management		1,808		1,746	62
Division of Administration and Program Services					
Personal Services		58		58	
Total Division of Administration and Program Services		1,866		1,804	62
Total Department of Parks		1,866		1,804	62
Department of Buildings & Inspections					
Building Division					
Personal Services		65		41	24
Total Department of Buildings & Inspections		65		41	24
Department of Transportation and Engineering					
Office of the Director					
Personal Services		844		844	
Non-Personal Services		8		8	
Total Office of the Director		852		852	
Division of Transportation Planning					
Personal Services		414		414	
Non-Personal Services		17		4	13
Total Division of Transportation Planning		431		418	13
Division of Engineering					
Personal Services		2,531		2,527	4
Non-Personal Services		418		417	1
Total Division of Engineering		2,949		2,944	5
Division of Traffic Engineering					
Personal Services		1,907		1,906	1
Non-Personal Services		97		81	16
Total Division of Traffic Engineering		2,004		1,987	17
Total Department of Transportation and Engineering		6,236		6,201	35
Department of Public Services					
Office of the Director					
Personal Services		131		126	5
Non-Personal Services		66		62	4
Total Office of the Director		197		188	9
Division of Traffic and Road Operations					
Personal Services		2,386		2,050	336
Non-Personal Services		937		687	250
Capital Outlay		12			12
Total Division of Traffic and Road Operations		3,335		2,737	598

212 483

(Continued)

Schedule of Revenues, Expenditures and Changes in Fund Balance Budget (Non-GAAP Budgetary Basis) and Actual For the fiscal year ended June 30, 2019 (Amounts in Thousands)

	Budø	Budget		Actual		nnce with t - Positive gative)
INCOME TAX INFRASTRUCTURE FUND						<del>g ,</del>
(Continued)						
EXPENDITURES (Continued)						
Department of Public Services (Continued)						
Division of City Facility Management						
Personal Services	\$	2,161	\$	2,074	\$	87
Non-Personal Services		1,297		1,297		
Total City Facility Management		3,458		3,371		87
Total Department of Public Services		6,990		6,296		694
Department of Economic Inclusion						
Personal Services		315		314		1
Total Department of Economic Inclusion		315		314		1
Nondepartmental Accounts						
Public Employee Assistance		13		12		1
Workers' Compensation Insurance		199		141		58
State Unemployment Compensation		5				5
Lump Sum Payments		430		383		47
General Fund Overhead		963		938		25
Total Nondepartmental Accounts		1,610		1,474		136
Total Expenditures		20,189		19,058		1,131
Excess (Deficiency) of Revenues over (under) Expenditures		(2,079)		145		2,224
OTHER FINANCING USES						
Transfers Out		(1,910)		(1,910)		
Total Other Financing Uses		(1,910)		(1,910)		
Net Change in Fund Balance		(3,989)		(1,765)		2,224
Cancellation of Prior Years Encumbrances				182		182
Fund Balance - July 1		9,610		9,610		
Fund Balance - June 30	\$	5,621	\$	8,027	\$	2,406

Schedule of Revenues, Expenditures and Changes in Fund Balance Budget (Non-GAAP Budgetary Basis) and Actual For the fiscal year ended June 30, 2019 (Amounts in Thousands)

REVENUES			Budget	Actual	Variance with Budget - Positive (Negative)	
Taxes	INCOME TAX TRANSIT FUND					<b>B</b> )
City Income Tax   S 54,329   S 55,902   S 1,573     Use of Money and Property   125   109   (16)     Miscelaneous   54,454   56,014   1,560     EXPENDITURES     SORTA	REVENUES					
Use of Money and Property   125   109   (16)						
Miscellaneous	•	\$	,	\$	\$	
EXPENDITURES   SORTA   Operations   So. 770   So. 770			123			3
SORTA   Operations   S55,770   S55,770	Total Revenues		54,454	56,014		1,560
Total SORTA						
Department of Law Civil Division   Personal Services   138   101   37   37   37   37   38   38   38   38	Operations		55,770	 55,770		
Civil Division         138         101         37           Personal Services         138         101         37           Department of Parks         31         101         37           Department of Parks Operations and Facility Management         31         24         7           Total Department of Parks         31         24         7           Department of Transportation and Engineering         31         24         7           Department of Transportation and Engineering         66         52         14           Total Office of the Director         66         52         14           Personal Services         66         52         14           Division of Transportation Planning         20         113         7           Personal Services         56         37         19           Young Personal Services         56         37         19           Total Division of Transportation Planning         176         150         26           Total Department of Transportation and Engineering         242         202         40           Nondepartmental Accounts         2         2         2           Workers' Compensation Insurance         2         2         2	Total SORTA		55,770	55,770		
Total Department of Law						
Department of Parks   Division of Parks Operations and Facility Management   Non Personal Services   31   24   7   7   Total Department of Parks   31   24   7   7   7   7   7   7   7   7   7	Personal Services		138	 101		37
Division of Parks Operations and Facility Management Non Personal Services   31   24   7   7   7   7   7   7   7   7   7	Total Department of Law		138	101		37
Division of Parks Operations and Facility Management Non Personal Services   31   24   7   7   7   7   7   7   7   7   7	Department of Parks					
Total Department of Parks   31   24   7	Division of Parks Operations and Facility Management					
Department of Transportation and Engineering Office of the Director   Personal Services   66   52   14   Total Office of the Director   66   52   14   Total Office of Transportation Planning   120   113   7   Non-Personal Services   56   37   19   Total Division of Transportation Planning   176   150   26   Total Division of Transportation and Engineering   242   202   40   Total Division of Transportation and Engineering   242   202   40   Total Division of Transportation and Engineering   242   202   40   Total Division of Transportation and Engineering   242   202   40   Total Division of Transportation and Engineering   242   202   40   Total Division of Transportation and Engineering   242   202   40   Total Division of Transportation and Engineering   242   202   40   Total Division of Transportation and Engineering   242   202   40   Total Division of Transportation and Engineering   242   202   40   Total Division of Transportation and Engineering   242   202   40   Total Division of Transportation and Engineering   242   202   40   Total Division of Transportation and Engineering   242   202   40   Total Division of Transportation and Engineering   242   202   40   Total Division of Transportation and Engineering   242   202   40   Total Division of Transportation and Engineering   242   202   40   Total Division of Transportation and Engineering   242   202   40   Total Division of Transportation Planning   242   202   Total Division of Transportation Planning   242   202	Non Personal Services		31	 24		7
Office of the Director         66         52         14           Personal Services         66         52         14           Division of Transportation Planning         120         113         7           Personal Services         120         113         7           Non-Personal Services         56         37         19           Total Division of Transportation Planning         176         150         26           Total Department of Transportation and Engineering         242         202         40           Nondepartmental Accounts         2         2         2         40           Nondepartmental Accounts         489         427         62           General Fund Overhead         489         427         62           Total Nondepartmental Accounts         491         429         62           Total Expenditures         56,672         56,526         146           Excess (Deficiency) of Revenues over (under) Expenditures         (2,218)         (512)         1,706           OTHER FINANCING USES         Transfers Out         (100)         (100)         (100)           Net Change in Fund Balance         (2,318)         (612)         1,706           Fund Balance - July 1         9,013<	Total Department of Parks		31	 24_		7
Personal Services         66         52         14           Total Office of the Director         66         52         14           Division of Transportation Planning         120         113         7           Personal Services         56         37         19           Tonal Personal Services         56         37         19           Total Division of Transportation Planning         176         150         26           Total Department of Transportation and Engineering         242         202         40           Nondepartmental Accounts         2         2         2         2           Workers' Compensation Insurance         2         2         2         2         62           General Fund Overhead         489         427         62         62         62         62         146         62         146         62         146         62         146         62         146         62         146         62         146         62         146         62         146         62         146         62         146         62         146         62         146         62         146         62         146         62         146         62         146						
Division of Transportation Planning         120         113         7           Non-Personal Services         56         37         19           Total Division of Transportation Planning         176         150         26           Total Department of Transportation and Engineering         242         202         40           Nondepartmental Accounts         2         2         2         40           Nondepartmental Accounts         2         2         2         62           General Fund Overhead         489         427         62           Total Nondepartmental Accounts         491         429         62           Total Expenditures         56,672         56,526         146           Excess (Deficiency) of Revenues over (under) Expenditures         (2,218)         (512)         1,706           OTHER FINANCING USES           Transfers Out         (100)         (100)         100)           Total Other Financing Uses         (100)         (100)         1,706           Net Change in Fund Balance         (2,318)         (612)         1,706           Fund Balance - July 1         9,013         9,013         9,013			66			14
Personal Services         120         113         7           Non-Personal Services         56         37         19           Total Division of Transportation Planning         176         150         26           Total Department of Transportation and Engineering         242         202         40           Nondepartmental Accounts         2         2         2         2           Workers' Compensation Insurance         2         2         2         62           General Fund Overhead         489         427         62           Total Nondepartmental Accounts         491         429         62           Total Expenditures         56,672         56,526         146           Excess (Deficiency) of Revenues over (under) Expenditures         (2,218)         (512)         1,706           OTHER FINANCING USES           Transfers Out         (100)         (100)           Total Other Financing Uses         (100)         (100)           Net Change in Fund Balance         (2,318)         (612)         1,706           Fund Balance - July 1         9,013         9,013	Total Office of the Director		66	52		14
Non-Personal Services         56         37         19           Total Division of Transportation Planning         176         150         26           Total Department of Transportation and Engineering         242         202         40           Nondepartmental Accounts         Workers' Compensation Insurance         2         2         2         2         62           General Fund Overhead         489         427         62						
Total Division of Transportation Planning         176         150         26           Total Department of Transportation and Engineering         242         202         40           Nondepartmental Accounts         Total Counts         2         2         2         2         2         2         2         2         62         2         489         427         62         489         427         62         489         427         62         489         427         62<						
Total Department of Transportation and Engineering   242   202   40						
Nondepartmental Accounts       2       2       2       2       2       62				 		40
Workers' Compensation Insurance         2         2           General Fund Overhead         489         427         62           Total Nondepartmental Accounts         491         429         62           Total Expenditures         56,672         56,526         146           Excess (Deficiency) of Revenues over (under) Expenditures         (2,218)         (512)         1,706           OTHER FINANCING USES         (100)         (100)         (100)         1           Total Other Financing Uses         (100)         (100)         (100)         1,706           Net Change in Fund Balance         (2,318)         (612)         1,706           Fund Balance - July 1         9,013         9,013         9,013						
General Fund Overhead         489         427         62           Total Nondepartmental Accounts         491         429         62           Total Expenditures         56,672         56,526         146           Excess (Deficiency) of Revenues over (under) Expenditures         (2,218)         (512)         1,706           OTHER FINANCING USES         (100)         (100)         (100)         100			2	2		
Total Expenditures         56,672         56,526         146           Excess (Deficiency) of Revenues over (under) Expenditures         (2,218)         (512)         1,706           OTHER FINANCING USES           Transfers Out         (100)         (100)         (100)         (100)         (100)         100)         (1	•		489	 427		62
Excess (Deficiency) of Revenues over (under) Expenditures (2,218) (512) 1,706  OTHER FINANCING USES  Transfers Out (100) (100)  Total Other Financing Uses (100) (100)  Net Change in Fund Balance (2,318) (612) 1,706  Fund Balance - July 1 9,013 9,013	Total Nondepartmental Accounts		491	 429		62
(under) Expenditures       (2,218)       (512)       1,706         OTHER FINANCING USES         Transfers Out       (100)       (100)       (100)         Total Other Financing Uses       (100)       (100)       (100)         Net Change in Fund Balance       (2,318)       (612)       1,706         Fund Balance - July 1       9,013       9,013	Total Expenditures		56,672	56,526		146
Transfers Out         (100)         (100)           Total Other Financing Uses         (100)         (100)           Net Change in Fund Balance         (2,318)         (612)         1,706           Fund Balance - July 1         9,013         9,013			(2,218)	(512)		1,706
Transfers Out         (100)         (100)           Total Other Financing Uses         (100)         (100)           Net Change in Fund Balance         (2,318)         (612)         1,706           Fund Balance - July 1         9,013         9,013	OTHER FINANCING USES					
Net Change in Fund Balance         (2,318)         (612)         1,706           Fund Balance - July 1         9,013         9,013			(100)	 (100)		
Fund Balance - July 1 9,013 9,013	Total Other Financing Uses		(100)	(100)		
	Net Change in Fund Balance		(2,318)	(612)		1,706
Fund Balance - June 30 <u>\$ 6,695</u> <u>\$ 8,401</u> <u>\$ 1,706</u>	Fund Balance - July 1		9,013	 9,013		
	Fund Balance - June 30	\$	6,695	\$ 8,401	\$	1,706

Schedule of Revenues, Expenditures and Changes in Fund Balance Budget (Non-GAAP Budgetary Basis) and Actual For the fiscal year ended June 30, 2019 (Amounts in Thousands)

MOTOR VEHICLE LICENSE FUND  REVENUES Intergovernmental Revenue \$ 2,600 \$ 2,750 \$ Charges for Services 66 Miscellaneous 60	
Intergovernmental Revenue \$ 2,600 \$ 2,750 \$ Charges for Services 66	
Intergovernmental Revenue \$ 2,600 \$ 2,750 \$ Charges for Services 66	
	150
Miscellaneous	66
	60
Total Revenues 2,600 2,876	276
EXPENDITURES	
Department of Public Services	
Traffic and Road Operations Division	
Personal Services 1,973 1,973	
Non-Personal Services 1,655 1,584	71
Total Department of Public Services 3,628 3,557	71
Nondepartmental Accounts	
Public Employees Assistance Program 2 2	
Workers' Compensation Insurance 29 18	11
General Fund Overhead         127         120	7
Total Nondepartmental Accounts 158 140	18
Total Expenditures 3,786 3,697	89
Excess (Deficiency) of Revenues over	
(under) Expenditures (1,186) (821)	365
OTHER FINANCING USES	
Transfers Out (40) (40)	
Total Other Financing Uses (40)	
Net Change in Fund Balance (1,226) (861)	365
Cancellation of Prior Years Encumbrances 35	35
Fund Balance - July 1 2,015 2,015	
Fund Balance - June 30 <u>\$ 789</u> <u>\$ 1,189</u> <u>\$</u>	400

Schedule of Revenues, Expenditures and Changes in Fund Balance Budget (Non-GAAP Budgetary Basis) and Actual For the fiscal year ended June 30, 2019 (Amounts in Thousands)

	Budget		Actual	Budget	nce with - Positive gative)
SPECIAL RECREATION FUND					, , ,
REVENUES					
Use of Money and Property	\$ 32	28 \$	363	\$	35
Charges for Services	4,00	67	4,045		(22)
Federal Grants	50	00	762		262
Grants and Subsidies			1		1
Miscellaneous Revenue		5	168		163
Total Revenues	4,90		5,339		439
EXPENDITURES					
Department of Recreation					
West Region					
Personal Services	82	29	766		63
Non-Personal Services	19	92	151		41
Total West Region	1,02	21	917		104
East Region					
Personal Services	1,20	06	1,161		45
Non-Personal Services	24	12	230		12
Total East Region	1,44	48	1,391		57
Central Region					
Personal Services	1,04	16	1,007		39
Non-Personal Services	20	03	168		35
Total Central Region	1,24	19	1,175		74
Division of Athletics					
Personal Services	46	63	326		137
Non-Personal Services	4	<u> </u>	400		44
Total Division of Athletics	90	07	726		181
Division of Support Services					
Personal Services	8	86	86		
Non-Personal Services	13	34	119		15
Capital Outlay		13	1		12
Total Division of Support Services	23	33	206		27
Total Department of Recreation	4,85	58	4,415		443

(Continued)

Schedule of Revenues, Expenditures and Changes in Fund Balance Budget (Non-GAAP Budgetary Basis) and Actual For the fiscal year ended June 30, 2019 (Amounts in Thousands)

	Bu	dget	A	Actual	Budge	ance with t - Positive egative)
SPECIAL RECREATION FUND						<u> </u>
(Continued)						
EXPENDITURES (Continued)						
Nondepartmental Accounts						
Public Employee Assistance	\$	4	\$	4		
Workers' Compensation Insurance		59		45	\$	14
General Fund Overhead		320		299		21
Total Nondepartmental Accounts		383		348		35
Total Expenditures		5,241		4,763		478
Excess (Deficiency) of Revenues over						
(under) Expenditures		(341)		576		917
OTHER FINANCING USES						
Transfers Out	-	(600)		(600)		
Total Other Financing Uses		(600)		(600)		
Net Change in Fund Balance		(941)		(24)		917
Cancellation of Prior Year Encumbrances				106		106
Fund Balance - July 1		2,618		2,618		
Fund Balance - June 30	\$	1,677	\$	2,700	\$	1,023

Schedule of Revenues, Expenditures and Changes in Fund Balance Budget (Non-GAAP Budgetary Basis) and Actual For the fiscal year ended June 30, 2019 (Amounts in Thousands)

	Budget	Actual	Variance with Budget - Positive (Negative)
SPECIAL PARKS FUND			
REVENUES			
Use of Money and Property	\$ 445	\$ 68	\$ (377)
Charges for Services	613	732	119
Total Revenues	1,058	800	(258)
EXPENDITURES			
Department of Parks			
Division of Operations and Facility Management			
Personal Services	942	534	408
Non-Personal Services	727	437	290
Total Division of Operations and Facility Management	1,669	971	698
Total Department of Parks	1,669	971	698
Nondepartmental Accounts			
Public Employee Assistance			
Workers' Compensation Insurance	5	4	1
Life Insurance			
General Fund Overhead	61_	24	37
Total Nondepartmental Accounts	66	28	38
Total Expenditures	1,735	999	736
Net Change in Fund Balance	(677)	(199)	478
Cancellation of Prior Year Encumbrances		4	4
Fund Balance - July 1	2,415	2,415	
Fund Balance - June 30	\$ 1,738	\$ 2,220	\$ 482

Schedule of Revenues, Expenditures and Changes in Fund Balance Budget (Non-GAAP Budgetary Basis) and Actual For the fiscal year ended June 30, 2019 (Amounts in Thousands)

	_	_			Varian Budget -	Positive
	Bu	dget	<u>Actual</u>		(Nega	tive)
STREETCAR OPERATIONS FUND						
REVENUES	Φ.	000	•	000		
Grants and Subsidies	\$	900	\$	900		
Charges for Current Services		1,500		1,500		
Total Revenues		2,400		2,400		
EXPENDITURES						
SORTA						
Operations						
Non-Personal Services		2,600		2,600		
Total SORTA		2,600		2,600		
Department of Transportation and Engineering						
Office of the Director						
Personal Services		196		156	\$	40
Non-Personal Services		9		7		2
Total Office of the Director		205		163		42
Total Department of Transportation and Engineering		205		163		42
Department of Public Services						
Traffic and Road Operations Division						
Personal Services		182		142		40
Non-Personal Services		30				30
Total Traffic and Road Operations Division		212		142		70
Total Department of Public Services		212		142		70
Nondepartmental Accounts						
Workers' Compensation Insurance		2				2
General Fund Overhead		16		15		1
Total Nondepartmental Accounts		18		15		3
Total Expenditures		3,035		2,920		115
Net Change in Fund Balance		(635)		(520)		115
Fund Balance - July 1		442		442		
Fund Balance - June 30	\$	(193)	\$	(78)	\$	115

219

Schedule of Revenues, Expenditures and Changes in Fund Balance Budget (Non-GAAP Budgetary Basis) and Actual For the fiscal year ended June 30, 2019 (Amounts in Thousands)

		udget	A	ctual	Budge	ance with t - Positive egative)
RECREATION GRANTS FUND						
REVENUES						
Use of Money and Property	\$	31	\$	35	\$	4
Federal Grants	•	170	*	123	•	(47)
Grants and Subsidies		200		119		(81)
Charges for Current Services		23		19		(4)
Miscellaneous				3		3
Total Revenues		424		299		(125)
EXPENDITURES						
Department of Recreation						
West Region						
Non-Personal Services		9		9		
Total West Region		9		9		
East Region						
Personal Services						
Non-Personal Services		4		4		
Total East Region		4		4		
Central Region						
Non-Personal Services		22		22		
Total Central Region		22		22		
Division of Golf						
Non-Personal Services		1		1		
Capital Outlay						
Total Division of Golf		1		1		
Division of Athletics						
Personal Services		110		110		
Non-Personal Services		110		110		
Total Division of Athletics		220		220		
Division of Support Services						
Personal Services						
Non-Personal Services		69		69		
Total Division of Support Services		69		69		
Total Department of Recreation		325		325		
						(Continued)

Schedule of Revenues, Expenditures and Changes in Fund Balance Budget (Non-GAAP Budgetary Basis) and Actual For the fiscal year ended June 30, 2019 (Amounts in Thousands)

	Bı	ıdget	A	ctual	Budge	ince with t - Positive gative)
RECREATION GRANTS FUND						
(Continued)						
<b>EXPENDITURES</b> (Continued)						
Nondepartmental Accounts						
Workers' Compensation Insurance	\$	1	\$	1		
General Fund Overhead		7		7		
Total Nondepartmental Accounts		8		8		
Total Expenditures		333		333		
Excess (Deficiency) of Revenues over (under) Expenditures		91		(34)	\$	(125)
OTHER FINANCING SOURCES						
Transfers In		18		18		
Total Other Financing Sources		18		18		
Net Change in Fund Balance		109		(16)		(125)
Fund Balance - July 1		2,428		2,428		
Fund Balance - June 30	\$	2,537	\$	2,412	\$	(125)

Schedule of Revenues, Expenditures and Changes in Fund Balance Budget (Non-GAAP Budgetary Basis) and Actual For the fiscal year ended June 30, 2019 (Amounts in Thousands)

DADI/S ELIND		lget	A	actual	Budget	nce with t - Positive gative)
PARKS FUND						
REVENUES						
Use of Money and Property	\$	1,192	\$	988	\$	(204)
Charges for Current Services		1,332		1,346		14
State Grants		19				(19)
Grants and Subsidies		1,426		1,406		(20)
Miscellaneous		141		417		276
Total Revenues		4,110		4,157		47
EXPENDITURES						
Department of Parks						
Division of Operations and Facility Management						
Personal Services		801		801		
Non-Personal Services		1,180		1,180		
Total Division of Operations and Facility Management		1,981		1,981		
Division of Administration and Program Services						
Personal Services		172		172		
Non-Personal Services		353		353		
Total Division of Administration and Program Services		525		525		
Total Department of Parks		2,506		2,506		
Nondepartmental Accounts						
Public Employee Assistance Program		1		1		
Workers' Compensation Insurance		10		10		
General Fund Overhead		69		69		
Total Nondepartmental Accounts		80		80		
Total Expenditures		2,586		2,586		
Excess (Deficiency) of Revenues over						
(under) Expenditures		1,524		1,571		47
OTHER FINANCING SOURCES (USES)						
Transfers In		242		242		
Transfers Out		(319)		(319)		
Total Financing Sources (Uses)		(77)		(77)		
Net Change in Fund Balance		1,447		1,494		47
Fund Balance - July 1		7,403		7,403		
Fund Balance - June 30	\$	8,850	\$	8,897	\$	47

	]	Budget		Actual	Budge	ance with et - Positive egative)
SAFETY FUND						<del>0</del> /
REVENUES						
Licenses and Permits	\$	128	\$	42	\$	(86)
Use of Money and Property	Φ	13	Φ	13	Ψ	(60)
Intergovernmental Revenue		5,904		4,466		(1,438)
Federal Grants		1,130		6,696		5,566
State Grants		1,130		101		101
Grants and Subsidies		16		16		101
Charges for Current Services		1,340		1,445		105
Miscellaneous		8		1,443		103
Total Revenues		8,539		12,787		4,248
EXPENDITURES						
Enterprise Technology Solutions						
Division of Administration						
Non-Personal Services		389		389		
Total Division of Administration		389		389		
Division of County Law Enforcement Applied Regionally (CLEAR)						
Personal Services		1,359		1,359		
Non-Personal Services		1,737		1,737		
Total Division of CLEAR		3,096		3,096		
Total Enterprise Technology Services		3,485		3,485		
Office of the City Manager						
Division of Emergency Communications						
Personal Services		942		942		
Non-Personal Services		280		280		
<b>Total Division of Emergency Communications</b>		1,222		1,222		
Total Office of the City Manager		1,222		1,222		
Department of Law						
Non-Personal Services		26		26		
Total Department of Law		26		26		
Department of Police						
Patrol Bureau						
Personal Services		1,229		1,229		
Non-Personal Services		759		759		
Total Patrol Bureau		1,988	-	1,988	-	
Investigations Bureau						
Personal Services		153		153		
Non-Personal Services		814		814		
Total Investigations Bureau		967		967		
<del>U</del>						

(Continued)

	Budget	Actual	Variance with Budget - Positive (Negative)
SAFETY FUND			
(Continued)			
EXPENDITURES (Continued)			
Department of Police (Continued)			
Support Bureau			
Non-Personal Services	\$ 73	\$ 73	
Total Support Bureau	73	73	
Administration Bureau			
Personal Services	7	7	
Non-Personal Services	511_	511	
Total Administration Bureau	518	518	
Total Department of Police	3,546	3,546	
Department of Fire			
Division of Response			
Personal Services	2,960	2,960	
Non-Personal Services	1,213_	1,213	
Total Division of Response	4,173	4,173	
Total Department of Fire	4,173	4,173	
Nondepartmental Accounts			
General Fund Overhead	95	95	
Workers' Compensation Program	14	14	
Total Nondepartmental Accounts	109	109	
Total Expenditures	12,561	12,561	
Excess (Deficiency) of Revenues over			
(under) Expenditures	(4,022)	226	4,248
OTHER FINANCING USES			
Transfers Out	(50)	(50)	
Total Other Financing Uses	(50)	(50)	
Net Change in Fund Balance	(4,072)	176	4,248
Fund Balance - July 1	5,633	5,633	
	0 1761	Ф	
Fund Balance - June 30	\$ 1,561	\$ 5,809	\$ 4,248

### Schedule of Revenues, Expenditures and Changes in Fund Balance Budget (Non-GAAP Budgetary Basis) and Actual For the fiscal year ended June 30, 2019 (Amounts in Thousands)

	Dudget	Actual	Variance with Budget - Positive
HEALTH FUND	Budget	Actual	(Negative)
REVENUES			
Licenses and Permits	\$ 1,282	\$ 1,449	\$ 167
Intergovernmental Revenue	1,707	1,841	134
Federal Grants	8,590	8,261	(329)
State Grants	81	326	
Grants and Subsidies	360	854	494
Charges for Current Services	2,116	1,557	(559)
Special Assessments		2	
Miscellaneous	2	10	8
Total Revenues	14,138	14,300	162
EXPENDITURES			
Department of Finance			
Division of Treasury			
Personal Services	6	6	
Total Division of Treasury	6	6	
Division of Risk Management			
Personal Services	308	308	
Non-Personal Services	46	46	
Total Division of Risk Management	354	354	
Total Department of Finance	360	360	
Department of Public Health			
Office of the Commissioner			
Personal Services	386	386	
Non-Personal Services	181_	181	_
Total Office of the Commissioner	567	567	_
Division of Technical Resources			
Non-Personal Services	1_	1	_
Total Division of Technical Resources	1	1	
Division of Community Health Services			
Personal Services	1,308	1,308	
Non-Personal Services	336	336	_
Total Division of Community Health Services	1,644	1,644	
Division of Primary Health Care - Programs			
Personal Services	4,167	4,167	
Non-Personal Services	1,157	1,157	_
Total Division of Primary Health Care - Programs	5,324	5,324	

225 496

(Continued)

Schedule of Revenues, Expenditures and Changes in Fund Balance Budget (Non-GAAP Budgetary Basis) and Actual For the fiscal year ended June 30, 2019 (Amounts in Thousands)

	Budget	Actual	Variance with Budget - Positive (Negative)
HEALTH FUND			
(Continued)			
EXPENDITURES (Continued)			
Department of Public Health (Continued)			
Division of Primary Health Care - Centers			
Personal Services	\$ 2,267	\$ 2,267	
Non-Personal Services	1,547	1,547	
Total Division of Primary Health Care - Centers	3,814	3,814	
Division of School and Adolescent Health			
Personal Services	2,021	2,021	
Non-Personal Services	1,087	1,087	
Total Division of School and Adolescent Health	3,108	3,108	
Total Department of Public Health	14,458	14,458	
Nondepartmental Accounts			
Public Employee Assistance	8	8	
Workers' Compensation Insurance	77	77	
General Fund Overhead Charge	103	103	
Total Nondepartmental Accounts	188_	188	
Total Expenditures	15,006	15,006	
Net Change in Fund Balance	(868)	(706)	\$ 162
Fund Balance - July 1	2,239	2,239	
Fund Balance - June 30	\$ 1,371	\$ 1,533	\$ 162

Schedule of Revenues, Expenditures and Changes in Fund Balance Budget (Non-GAAP Budgetary Basis) and Actual For the fiscal year ended June 30, 2019 (Amounts in Thousands)

CINCINNATI BLUE ASH AIRPORT FUND	Budg	get	Actual		Variance with Budget - Positive (Negative)
REVENUES					
Use of Money and Property	\$	\$		\$ _	
Total Revenues					
EXPENDITURES					
Total Expenditures					
Net Change in Fund Balance					
Fund Balance - July 1		121	121	-	
Fund Balance - June 30	\$	121	\$ 121	\$	

	Dood ook	A of col	Variance with Budget - Positive
COMMUNITY DEVELOPMENT FUND	Budget	Actual	(Negative)
REVENUES			•
Use of Money and Property	\$ 1,234		\$
Federal Grants	13,059	13,059	
Charges for Current Services	293	293	
Special Assessments	35	35	
Miscellaneous	11	11	
Total Revenues	14,632	14,632	
EXPENDITURES			
Department of the City Manager			
Office of Economic Development			
Capital Outlay	115	115	
Total Office of Economic Development	115	115	
Total Department of the City Manager	115	115	
Department of Community and Economic Development			
Director's Office and Administration			
Personal Services	561	561	
Non-Personal Services	373	373	
Capital Outlay	197	197	
Debt Service	36	36	
Total Director's Office and Administration	1,167	1,167	
Division of Housing			
Personal Services	383	383	
Non-Personal Services	133	133	
Capital Outlay	6,922	6,922	
Total Division of Housing	7,438	7,438	
Division of Economic Development and Major/Special Projects			
Personal	51	51	
Non-Personal Services	35	35	
Capital Outlay	1,835	1,835	
Total Division of Economic Development and Major/Special Projects	1,921	1,921	
Division of New Construction and Existing Building Standards			
Capital Outlay	47	47_	
Total Division of New Construction and Existing Building Standards	47	47_	
Total Department of Community and Economic Development	10,573	10,573	
Department of City Planning			
Personal Services	402	402	-
Total Department of City Planning	402	402	
Department of Recreation			
Division of Support Services			
Capital Outlay	736_	736	
Total Division of Support Services	736	736	
Total Department of Recreation	736	736	<del>_</del>
			(Continued)

	Bı	ıdget	A	ctual		Variance with Budget - Positive (Negative)
COMMUNITY DEVELOPMENT FUND						(crognicro)
(Continued)						
EXPENDITURES (Continued)						
Department of Building and Inspections						
Division of Building Inspections, Licenses and Permits						
Non-Personal Services	\$	26	\$	26	\$	
Capital Outlay		992		992	_	
Total Division of Building Inspections, Licenses and Permits		1,018		1,018	_	
Total Department of Buildings and Inspections		1,018		1,018		
Department of Health						
Division of Community Health Services						
Capital Outlay		202		202	_	
Division of Community Health Services		202		202	_	
Total Department of Health		202		202		
Nondepartmental Accounts						
Special Investigations and Studies		1,255		1,255	_	
Total Nondepartmental Accounts		1,255		1,255	_	
Total Expenditures		14,301		14,301	_	
Net Change in Fund Balance		331		331		
Fund Balance - July 1		2,872		2,872	_	
Fund Balance - June 30	\$	3,203	\$	3,203	\$ _	

Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget (Non-GAAP Budgetary Basis) and Actual
For the fiscal year ended June 30, 2019
(Amounts in Thousands)

	Budget	Actual	Variance with Budget - Positive (Negative)
OTHER GRANTS FUND	<u></u>		
REVENUES			
Taxes	\$ 2,500	\$ 4,106	\$ 1,606
Use of Money and Property	2,306	2,663	357
Special Assessments	5,861	6,060	199
Federal Grants	2,273	2,273	
State Grants	167	167	
Grants and Subsidies	24	24	
Charges for Current Services	662	907	245
Miscellaneous	6_	56	50
Total Revenues	13,799	16,256	2,457
EXPENDITURES			
City Council Non-Personal Services	2	2	
Total City Council	2	2	
Office of the Clerk of Council			
Non-Personal Services	4	4	
Total Office of the Clerk of Council	4	4	
Department of the City Manager			
Office of the City Manager			
Non-Personal Services	7_	7	
Total Office of the City Manager	7	7	
Office of Environment and Sustainability			
Non-Personal Services	3	3	
Capital Outlay	7	7	
Total Office of Environment and Sustainability	10	10	
Total Department of the City Manager	17	17	
Department of Human Resources		_	
Non Personal Services  Total Department of Human Resources	3	3	
•	3	3	
Department of Finance			
Division of Accounts and Audits	555	555	
Non-Personal Services  Total Division of Accounts and Audits	555	<u>555</u> 555	
	555	222	
Division of Treasury Non-Personal Services	7.102	7 102	
Non-Personal Services  Total Division of Treasury	7,182 7,182	7,182 7,182	
•			
Total Department of Finance	7,737	7,737	

(Continued)

	Budget	Actual	Variance with Budget - Positive (Negative)
OTHER GRANTS FUND			
(Continued)			
EXPENDITURES (Continued)			
Department of Community and Economic Development			
Housing Division			
Personal Services	\$ 91	\$ 91 \$	
Non-Personal Services	58	58	
Capital Outlay	1,821	1,821	
Total Housing Division	1,970	1,970	
Economic Development and Major/Special Projects Divisions			
Non Personal Services	934	934	
Total Economic Development and Major/Special Projects Divisions	934	934	-
Total Department of Community and Economic Development	2,904	2,904	
Department of Recreation			
Division of Support Services			
Non-Personal Services	7	7	
Total Division of Support Services	7_	7	
Total Department of Recreation	7	7	
Department of Parks			
Division of Operations and Facility Management			
Personal Services	707	707	
Non-Personal Services	1,163	1,163	
Capital Outlay	26	26	
Total Division of Operations and Facility Management	1,896	1,896	
Total Department of Parks	1,896	1,896	
Department of Buildings and Inspections			
Division of Building Inspections, Licenses and Permits			
Personal Services	86	86	
Non-Personal Services	482	482	
Total Division of Bldg. Inspections, License and Permits	568	568	-
Total Department of Buildings and Inspections	568	568	
Department of Transportation and Engineering			
Division of Engineering			
Non-Personal Services	3	3	
Total Division of Engineering	3	3	
Division of Traffic Engineering			
Personal Services	122	122	
Non-Personal Services	494	494	·
Total Division of Traffic Engineering	616	616	·-
Total Department of Transportation and Engineering	619	619	
Department of Public Services			
Division of Traffic and Road Operations			
Personal Services	75	75	
Total Division of Traffic and Road Operations	<u>75</u> 75	<u>75</u>	- <del></del>

502 231

(Continued)

	Budget	Actual	Variance with Budget - Positive (Negative)
OTHER GRANTS FUND			
(Continued)			
EXPENDITURES (Continued)			
Department of Public Services (Continued)			
Division of Neighborhood Operations			
Non-Personal Services	\$ 51	\$ 51 \$	
Total Division of Neighborhood Operations	51	51	
Division of City Facility Management			
Non-Personal Services	1,445	1,445	
Total City Facility Management	1,445	1,445	
Total Department of Public Services	1,571	1,571	
Department of Water Works			
Non-Personal Services	3	3	
Total Department of Water Works	3	3	
Nondepartmental Accounts			
Public Employees Assistance	1	1	
Workers' Compensation Insurance	10	10	
General Fund Overhead	64	64	
Total Nondepartmental Accounts	75	75	
Total Expenditures	15,406	15,406	
Excess (Deficiency) of Revenues over			
(under) Expenditures	(1,607)	850	2,457
OTHER FINANCING SOURCES (USES)			
Transfers In	3	3	
Transfers Out	(125)	(125)	
Total Other Financing Sources (Uses)	(122)	(122)	
Net Change in Fund Balance	(1,729)	728	2,457
Fund Balance - July 1	9,357	9,357	
Fund Balance - June 30	\$ 7,628	\$ 10,085	\$ 2,457

Schedule of Revenues, Expenditures and Changes in Fund Balance Budget (Non-GAAP Budgetary Basis) and Actual For the fiscal year ended June 30, 2019 (Amounts in Thousands)

BETTMAN NATURE CENTER	Budget	Actual	Variance with Budget - Positive (Negative)
REVENUES			
Use of Money and Property	\$ 99	\$ 99	\$
Total Revenues	99	99	
EXPENDITURES			
Department of Parks			
Division of Operations and Facility Management Non-Personal Services	1.5	1.5	
Non-Personal Services	15	15	
Total Department of Parks	15_	15	
Total Expenditures	15	15	
Excess (Deficiency) of Revenues over (under) Expenditures	84	84	
OTHER FINANCING SOURCES			
Transfers In	259	259	
Total Other Financing Sources	259	259	
Net Change in Fund Balance	343	343	
Fund Balance - July 1	1,762	1,762	
Fund Balance - June 30	\$ 2,105	\$ 2,105	\$

Schedule of Revenues, Expenditures and Changes in Fund Balance Budget (Non-GAAP Budgetary Basis) and Actual For the fiscal year ended June 30, 2019 (Amounts in Thousands)

GROESBECK ENDOWMENT FUND	<u>Bu</u>	dget	Ac	etual	Variance with Budget - Positive (Negative)
REVENUES					
Use of Money and Property	\$	21	\$	21	\$
Total Revenues		21		21	
Excess (Deficiency) of Revenues over (under) Expenditures		21		21	
OTHER FINANCING USES Transfers Out		(22)		(22)	
Total Other Financing Uses		(22)		(22)	
Net Change in Fund Balance		(1)		(1)	
Fund Balance - July 1		57_		57	-
Fund Balance - June 30	\$	56	\$	56	\$

Schedule of Revenues, Expenditures and Changes in Fund Balance Budget (Non-GAAP Budgetary Basis) and Actual For the fiscal year ended June 30, 2019 (Amounts in Thousands)

SCHMIDLAPP PARK MUSIC FUND	Bud	get	Act	ual	Variance with Budget - Positive (Negative)
REVENUES					
Use of Money and Property	\$	11	\$	1	\$
Total Revenues		11		1	
Excess (Deficiency) of Revenues over (under) Expenditures		1		1	
OTHER FINANCING USES					
Transfers Out		(1)		(1)	
Total Other Financing Uses		(1)		(1)	
Net Change in Fund Balance					
Fund Balance - July 1		51		51	
Fund Balance - June 30	\$	51	\$	51	\$

Schedule of Revenues, Expenditures and Changes in Fund Balance Budget (Non-GAAP Budgetary Basis) and Actual For the fiscal year ended June 30, 2019 (Amounts in Thousands)

THE W. M. AMPT MUSIC ENDOWMENT FUND	Bud	Budget		ual	Variance with Budget - Positive (Negative)	
REVENUES						
Use of Money and Property	\$	9	\$	9	\$	
Total Revenues		9		9		
Excess (Deficiency) of Revenues over (under) Expenditures		9		9		
OTHER FINANCING USES Transfers Out		(9)		(9)		
Total Other Financing Uses		(9)		(9)		
Net Change in Fund Balance						
Fund Balance - July 1		137		137		
Fund Balance - June 30	\$	137	\$	137	\$	

Schedule of Revenues, Expenditures and Changes in Fund Balance Budget (Non-GAAP Budgetary Basis) and Actual For the fiscal year ended June 30, 2019 (Amounts in Thousands)

	Bu	Budget		ctual	Variance with Budget - Positive (Negative)	
CROSLEY FIELD TRUST						
REVENUES						
Use of Money and Property	\$	62	\$	62	\$	
Total Revenues		62		62		
EXPENDITURES						
Department of Recreation						
Division of Athletics						
Non-Personal Services		6		6		
Total Department of Recreation		6		6		
Total Expenditures		6		6		
Excess (Deficiency) of Revenues over						
(under) Expenditures		56		56		
OTHER FINANCING USES						
Transfers Out		(18)		(18)		
Total Other Financing Uses		(18)		(18)		
Net Change in Fund Balance		38		38		
Fund Balance - July 1		937		937		
Fund Balance - June 30	\$	975	\$	975	\$	

Schedule of Revenues, Expenditures and Changes in Fund Balance Budget (Non-GAAP Budgetary Basis) and Actual For the fiscal year ended June 30, 2019 (Amounts in Thousands)

KROGER TRUST	Budget	Actual	Variance with Budget - Positive (Negative)	
REVENUES				
Use of Money and Property	\$ 1	\$ 1	\$	
Total Revenues	1	1		
Net Change in Fund Balance	1	1		
Fund Balance - July 1	80	80		
Fund Balance - June 30	\$ 81	\$ 81	\$	

Schedule of Revenues, Expenditures and Changes in Fund Balance Budget (Non-GAAP Budgetary Basis) and Actual For the fiscal year ended June 30, 2019 (Amounts in Thousands)

YEATMAN'S COVE PARK TRUST	Budget		Actual		Variance with Budget - Positive (Negative)
REVENUES					
Use of Money and Property	\$	11	\$	11	\$
Total Revenues		11		11	
Net Change in Fund Balance		11		11	
Fund Balance - July 1		676		676	
Fund Balance - June 30	\$	687	\$	687	\$

Schedule of Revenues, Expenditures and Changes in Fund Balance Budget (Non-GAAP Budgetary Basis) and Actual For the fiscal year ended June 30, 2019 (Amounts in Thousands)

PARK BOARD FUND	<u>Bud</u>	Budget		ctual	Variance with Budget - Positive (Negative)
REVENUES					
Use of Money and Property	\$	591	\$	591	\$
Total Revenues		591		591	
EXPENDITURES					
Department of Parks					
Division of Administration and Program Services					
Non-Personal Services		113		113	
Total Department of Parks		113		113	
Total Expenditures		113		113	
Excess (Deficiency) of Revenues over					
(under) Expenditures		478		478	
OTHER FINANCING SOURCES (USES)					
Transfers In		425		425	
Transfers Out		(241)		(241)	
Total Other Financing Sources (Uses)		184		184	
Net Change in Fund Balance		662		662	
Fund Balance - July 1		5,661		6,661	
Fund Balance - June 30	\$ 7	7,323	\$	7,323	\$

#### CITY OF CINCINNATI, OHIO

#### NONMAJOR ENTERPRISE FUNDS

<u>Convention Center</u> – Used to account for the expenses from the operation of the Duke Energy Convention Center, financed primarily through user fees.

<u>Parking Facilities</u> - Used to account for the revenue and expenses of the parking meters, garages, and lots of the City.

<u>General Aviation</u> - Used to account for the expenses of Lunken Airport, financed primarily through user fees.

 $\underline{\textbf{Municipal Golf}}$  - Used to account for the revenue received from all golf activities and for the expenses of operating the golf courses of the City.

**Stormwater Management** - Used to account for the operation, maintenance and improvement of a stormwater management system. Financing is provided by the users of the system in proportion to their use of the system.

241

#### City of Cincinnati, Ohio Combining Statement of Net Position Nonmajor Enterprise Funds June 30, 2019 (Amounts in Thousands)

	(Aı	nounts in Thousan	ids)			
		Business Ty	pe Activities - Ento	erprise Funds		Total
	Convention Center	Parking Facilities	General Aviation	Municipal Golf	Stormwater Management	Nonmajor Enterprise Funds
ASSETS						
Current Assets:						
Cash and Cash Equivalents	¢ 2514	\$ 116	¢ 705	\$ 54	e 2.057	\$ 170
Equity in City Treasury Cash Receivables:	\$ 2,514	4,291	\$ 705	327	\$ 2,857	10,694
Taxes	667					667
Accounts, Net	1,530	135	35	5	2,002	3,707
Accrued Interest	1,550	36	8	2	42	88
Due from Other Funds	1	2	Ü	-	130	133
Prepaid Items	403	77	7			487
Advances to Other Funds	3,465	2,803	2,690	300	13,165	22,423
Total Current Assets	8,580	7,460	3,445	688	18,196	38,369
Noncurrent Assets:						
Equity in City Treasury Cash	4,163	7,105	1,168	541	4,730	17,707
Land	11,555	8,161	13,229	1,324	7,074	41,343
Buildings, net of Accumulated Depreciation	37	14,857	404	205	.,	15,503
Improvements, net of Accumulated Depreciation	72,159	16,173	5,551	5,911	44,536	144,330
Machinery and Equipment, net of Accumulated						
Depreciation	118	568	678	443	1,138	2,945
Construction in Progress	5,594	3,035	5,152	586	6,921	21,288
Total Noncurrent Assets	93,626	49,899	26,182	9,010	64,399	243,116
Total Assets	102,206	57,359	29,627	9,698	82,595	281,485
DEFERRED OUTFLOWS OF RESOURCES						
Loss on Defeasance		478	7	7		492
Pension Systems Related		702	251	29	1,207	2,189
Other Postemployment Benefit Systems Related		393	151	19	648	1,211
Total Deferred Outflows of Resources		1,573	409	55	1,855	3,892
LIABILITIES			· <u></u>			
Current Liabilities:						
Accounts Payable	155	845	63	139	200	1,402
Due to Other Funds	186	12	25	29	68	320
Due to Fiduciary Funds		11	4	_	25	40
Accrued Payroll		78 522	29	3	196	306
Accrued Liabilities Accrued Interest	19	523 30	25 1	1	3 24	551 75
Obligations Under Capital Lease	1)	30	1	1	24	75
Deposits Payable	9		4			13
Unearned Revenue	1,567	11	35			1,613
Compensated Absences Payable		187	92	8	273	560
Unpaid Claims Payable	4.0	2	40	20	8	10
General Obligation Bonds Payable	162	635	40	30	758	1,625
Total Current Liabilities	2,098	2,334	318	210	1,555	6,515
Noncurrent Liabilities:		0.4	104	21	046	1 1 4 5
Compensated Absences Payable	2 202	84	184	31	846	1,145
General Obligation Bonds Payable Net Pension Liabilities	3,202	8,606 5,427	277 1,834	215 238	10,999 8,435	23,299 15,934
Net Other Postemployment Benefit Liabilities		619	270	32	1,167	2,088
Total Noncurrent Liabilities	3,202	14,736	2,565	516	21,447	42,466
			· -			·
Total Liabilities	5,300	17,070	2,883	726	23,002	48,981
DEFERRED INFLOWS OF RESOURCES						
Gain on Defeasance	34		19	12		65
Service Concession Arrangements		11,363				11,363
Pension Systems Related		113	6	5	1,848	1,972
Other Postemployment Benefit Systems Related		628	319	36	1,941	2,924
Total Deferred Inflows of Resources	34	12,104	344	53	3,789	16,324
NET POSITION						
Net Investment in Capital Assets	88,160	34,549	24,685	8,219	55,205	210,818
Unrestricted Net Position	8,712	(4,791)	2,124	755	2,454	9,254
	.,	, ,,,,,,,,				.,

29,758

96,872

Total Net Position

26,809 \$

243 514

8,974

57,659

220,072

# City of Cincinnati, Ohio Combining Statement of Revenues, Expenses and Changes in Net Position Nonmajor Enterprise Funds For the fiscal year ended June 30, 2019 (Amounts in Thousands)

**Business Type Activities - Enterprise Funds** Total Nonmajor Convention Parking General Municipal Stormwater Enterprise Facilities Center Aviation Golf Management Funds OPERATING REVENUES \$ 5,001 47,379 Charges for Services 7,542 16,121 2,112 16,603 Miscellaneous Income 432 8 8 448 7,542 16,553 2,112 5,009 16,611 Total Operating Revenues 47,827 OPERATING EXPENSES Personal Services 175 2,725 1,116 195 10,738 14,949 8,676 6,431 206 4,337 21.310 Contractual Services 1 660 Maintenance and Repairs 128 24 3,386 3,538 820 Materials and Supplies 208 58 120 434 195 Utilities 129 373 106 803 297 421 Insurance 63 45 10 6 1,000 Taxes 51 52 1,103 Depreciation and Amortization 4,414 2,377 716 888 3,571 11,966 394 Rent 114 16 1 263 Pension Expense 693 (54) (5) 6,069 6,703 Other Postemployment Benefit Expense (258)39 1,484 1,264 (1) Other Expense 102 3 22 127 Total Operating Expenses 13,328 13,694 2,380 5,966 28,030 63,398 Operating Income (Loss) 2,859 (5,786)(268)(957) (11,419)(15,571)NONOPERATING REVENUES (EXPENSES) Interest Revenue 374 77 30 392 873 Occupancy Tax 2,511 2,511 (12) (394) Interest Expense (161)(384)(17)(968)Loss on Disposal of Assets (26) (26)Total Non-Operating Revenues (Expenses) 2,350 (10)39 13 (2) 2,390 Income (Loss) before Contributions and Transfers (3,436)2,849 (229)(944) (11,421) (13,181)Transfers In 500 1,353 1,480 3,333 Transfers (Out) (6,106)(4) (6,112)(2) Capital Contributions Change in Net Position (2,936)(1,904)(233)(944) (9,943) (15,960) Beginning Net Position 99,808 31,662 27,042 9,918 67,602 236,032 **Ending Net Position** 96,872 29,758 26,809 8,974 57,659 220,072

#### City of Cincinnati, Ohio Combining Statement of Cash Flows Nonmajor Enterprise Funds For the fiscal year ended June 30, 2019 (Amounts in Thousands)

Receipts from Other Funds       1,394       1,         Payments to Suppliers       (8,624)       (6,387)       (471)       (4,993)       (2,099)       (22,109)	
Receipts from Customers         \$ 6,614         \$ 16,162         \$ 2,095         \$ 5,062         \$ 15,534         \$ 45,625           Receipts from Other Funds         1,394	ijor rise
Payments to Suppliers (8,624) (6,387) (471) (4,993) (2,099) (22,33)	5,467
Payments to Employees (175) (2,858) (1,133) (196) (10,400) (14,	,394 2,574) 4,522) 4,762) (956)
	,047
Cash Flows from Noncapital Financing Activities:  Repayment of Advances Made To Other Funds  1,911  1,911	.911
	233
	(106)
Principal paid on Debt (65) (16) (4)	(85)
	3,799)
	2,464
	5,112)
Transfers from Other Funds         500         1,353         1,480         3,	3,333
Net Cash Provided (Used) by Noncapital	
Financing Activities 2,535 (4,897) 1,923 (174) (6,548) (7,	,161)
Cash Flows from Capital and Related Financing Activities:	
	2,034
Proceeds from the Sale of Bonds 4,415 4,	,415
Acquisition of Property, Plant and Equipment (14) (415) (137) (187)	(753)
	(855)
	,572)
Payments on Long Term Capital Leases	(440)
	(440) (4605)
	,003)
Net Cash Provided (Used) by Capital         and Related Financing Activities       (966)       (449)       (2,803)       (797)       239       (4,797)	,776)
Cash Flow from Investing Activities:	
	896
	896
Net Increase (decrease) in Cash and Cash	
	5,994)
Cash and Cash Equivalents, July 1 5,976 10,690 2,226 1,989 14,684 35,	5,565
Cash and Cash Equivalents, June 30 \$ 6,677 \$ 11,512 \$ 1,873 \$ 922 \$ 7,587 \$ 28,	3,571
(Continu	ued)

#### City of Cincinnati, Ohio Combining Statement of Cash Flows Nonmajor Enterprise Funds For the fiscal year ended June 30, 2019 (Amounts in Thousands)

**Business Type Activities - Enterprise Funds** Total Nonmajor Parking General Municipal Convention Stormwater Enterprise Center Facilities Aviation Golf Management Funds (Continued) Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities: Operating Income (Loss) \$ (5,786)\$ 2,859 \$ (268)\$ (957)\$ (11,419)(15,571)Depreciation and Amortization 4,414 2,377 716 888 3,571 11,966 Changes in Assets, Deferred Inflows/Outflows and Liabilities: (Increase) Decrease in: Receivables 263 (83) 53 (1,033)(817) (17)Due from Other Funds (44) (44) Prepaid Items 63 (51)12 Deferred Outflows Cincinnati Retirement System (501)(282)(29)(717)(1,529)Increase (Decrease) in: Accounts Payable (11)596 48 (90) (135)408 Deposits Payable 6 6 Due to Other Funds (14)4 (7) (14) (17) (48)Due to Fiduciary Funds (1) 7 6 Accrued Payroll 3 2 63 68 94 Accrued Liabilities 96 1 1 Unearned Revenue 197 3 200 Compensated Absences Payable (136)267 112 (19)Deferred Inflows Service Concession Arrangements (311)(311)(376) (37) 2,844 Deferred Inflows Cincinnati Retirement System (135)2,296 Unpaid Claims Payable (4) (3) 897 Net Pension Liability Cincinnati Retirement System 37 4,439 205 5,578 Net Other Postemployment Benefit Liability-Cincinnati Retirement System 415 197 23 987 1,622 (868) (127) Net Cash Provided (Used) by Operating Activities 5,786 441 (1,185)4,047 Schedule of Noncash Investing, Capital and Financing Activities: Change in Fair Value of Investments 175 39 183 408 \$ 11 Total Noncash Investing, Capital and Financing Activities 408

#### CITY OF CINCINNATI, OHIO

#### INTERNAL SERVICE FUNDS

<u>Purchasing</u>, <u>Reproduction</u>, <u>and Printing</u> - Used to account for revenue from City departments and for the expenses of operations and maintenance of the Division of Reproduction and Printing. Also, used to account for the revenue and expenses related to the distribution and sale of materials and supplies.

<u>Fleet Services</u> - Used to account for revenue from City departments for the expenses related to vehicle repairs, maintenance, and fuel.

<u>Property Management</u> - Used to account for proceeds of City leases and land sales and to account for costs of administering the fixed assets of the City.

<u>Self Insurance-Risk Management</u>- Used to account for monies appropriated from the General or other funds or received from contract agencies, employees, members of council and others, including interest earned, and to make expenditures for insurance costs for employees' health care and for City property, liability, and other risk coverage.

<u>Self Insurance-Workers' Compensation</u> - Used to receive, from all City funds, workers' compensation premium charges, and to pay workers' compensation premium payments, claim costs and reserve settlements.

<u>Enterprise Technology Services</u> - Used to account for revenue and expenses related to the delivery of data processing services to the City, Hamilton County, and others.

247

City of Cincinnati, Ohio	Combining Statement of Net Position Internal Service Funds	June 30, 2019
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(Amounts in Thousands)

Total Internal Service Funds	\$ 267	1,221	1,725	1,923 385 7,079	32,030	31,707	2,802 5,613 5,760 2,551	48,716	80,746	3,069 1,764 4,833 (Continued)
Enterprise Technology Services	\$ 1,397	28 6	2/3 2 159	6,608	8,969	2,375	1,004 5,018 5,760	14,757	23,726	803 441 1,244
Self Insurance Workers' Compensation	6,489	50	× 5	91	6,638	10,746		10,746	17,384	30 19 49
Self Insurance Risk Management	267 7,823 \$	1,019	37	1,302	10,510	12,955		12,955	23,465	453 236 689
Property Management	\$ 1,396		1 6	06	1,427	2,312	∞	2,320	3,747	159 120 279
Fleet Services	1,808	149	1,326	4 358 471	4,116	2,994	1,198 537 2,551	7,563	11,679	1,511 896 2,407
Purchasing Reproduction and Printing	\$ 197	25	111	27	370	325	20	375	745	113 52 165
	ASSETS Current Assets: Cash and Cash Equivalents Equity in City Treasury Cash	Receivables: Accounts, Net Accured Interest	Due from Other Funds Due from Fiduciary Funds Due from Other Governments	rrepaid items Inventory Advances to Other Funds	Total Current Assets	Noncurrent Assets: Equity in City Treasury Cash Land	Improvements, net of Accumulated Depreciation Machinery and Equipment, net of Accumulated Depreciation Construction in Progress Other Assets	Total Noncurrent Assets	Total Assets	DEFERRED OUTFLOWS OF RESOURCES Pension Systems Related Other Postemployment Benefit Systems Related Total Deferred Outflows of Resources

			(Amounts	(Amounts in Thousands)					F	Loto
	Purchasing Reproduction and Printing	  -  -	Fleet Services	Property Management	Self Insurance Risk Management	Self Insurance Workers' Compensation	Enterprise Technology Services	rise logy ses	S S	Internal Service Funds
(Continued)  LIABILITIES  Current Liabilities:										
Accounts Payable	&	\$ 81	752		\$ 784	\$ 146	<del>\$</del>	200	<del>\$</del>	1,930
Due to Other Funds			4 5	<del>\$</del>	r		_	Ξ		9 [
Due to Fiduciary Funds		<b>-</b> 0	3	7 0			_ ,	11		4 6
Accrued Payroll		∞	551	6	52	300	~ ~	89 2		295
Accrued Interest			1 m					2 2		7
Deposits Payable		ı		2,001				-		2,002
Compensated Absences Payable	7	13	504	32	122		7	246		954
Unpaid Claims Payable		v	80		7,249	3,345	16	23		10,594
General Obligation bollds rayable		ا ا	97		IO			67		00
Total Current Liabilities	10	107	1,473	2,046	8,226	3,901	_	817		16,570
Noncurrent Liabilities: Estimated Liability for Compensated Absences		7	499	15	109	21		134		785
Estimated Liability for Unpaid Claims						8,598	~			8,598
Advances from Other Funds			50							50
Advances from Other Governments			20							20
General Obligation Bonds Payable	17	17	298		300			731		2,045
Net Pension Liabilities	3	1.5	11,973	1,082	3,227	220	0	5,940		23,084
Net Other Postemployment Benefit Liabilities		95	1,615	79	404	32	2	791		3,016
Total Noncurrent Liabilities	58	891	15,024	1,176	4,040	8,871		7,596		37,598
Total Liabilities	56	866	16,497	3,222	12,266	12,772	2	8,413		54,168
DEFERRED INFLOWS OF RESOURCES Pension Systems Related			104		49		"	110		311
Other Postemployment Benefit Systems Related	10	20	1,790	80	438	38	. ~	857		3,305
Total Deferred Inflows of Resources	10	102	1,894	80	532	41		<i>L</i> 96		3,616
NET POSITION										
Net Investment in Capital Assets	41	50	2,018	8				12,382		14,458
Restricted Unrestricted Net Position	75)	(240)	2,551 (8,874)	716	11,356	4,620	0	3,208		2,551 10,786
Total Net Position	\$ (19	\$ (061)	(4,305)	\$ 724	\$ 11,356	\$ 4,620	s	15,590	<del>\$</del>	27,795
		II								

City of Cincinnati, Ohio
Combining Statement of Revenues, Expenses and Changes in Fund Net Position
Internal Service Funds
For the fiscal year ended June 30, 2019
(Amounts in Thousands)

	Purchasing Reproduction and Printing		Fleet Services	Pro Mana	Property Management	Self Insurance Risk Management	nce : nent	Self Insurance Workers' Compensation	ırance ers' sation	Ente Techi Ser	Enterprise Technology Services	S. N. H	Total Internal Service Funds
OPERATING REVENUES Charges for Services	\$ 2,572	\$	18,563			<del>\$</del>	85,118	<del>\$</del>	3,331	\$	6,893	↔	116,477
Miscellaneous			24	\$	2,763								2,787
Total Operating Revenues	2,572		18,587		2,763		85,118		3,331		6,893		119,264
OPERATING EXPENSES													
Personal Services	435		5,694		955		1,664		74		3,268		12,090
Contractual Services	878		1,379		2/		1,943		6		1,218		5,503
Maintenance and Repairs	4		822								S		831
Materials and Supplies	1,224		10,345		18		78				70		11,735
Utilities	2		130		4		10				1,972		2,118
Insurance			4				75,890		44				76,338
Depreciation and Amortization	75		265		æ						1,350		1,693
Rent	41		78		99		127				969		866
Pension Expense	(82)	<u>.</u>	224		121		357		13		(267)		366
Other Postemployment Benefit Expense	(5)	(6	(12)		(194)		(55)		9		(09)		(320)
Other Expense			10		2		3				50		92
Total Operating Expenses	2,572	 	18,939		1,041		80,017		546		8,302		111,417
Operating Income (Loss)			(352)		1,722		5,101		2,785		(1,409)		7,847
NONOPERATING REVENUES (EXPENSES)													
Interest Revenue							550		512		54		1,116
Interest Expense	(9)	(6	(35)				(12)				(29)		(82)
Total Non-Operating Revenue (Expenses)	(9)		(35)				538		512		25		1,034
Income (Loss) before Transfers	(9)	(6	(387)		1,722		5,639		3,297		(1,384)		8,881
Transfers In					:						2,557		2,557
Transfers (Out)			·	ļ	(1,934)								(1,934)
Change in Net Position	(9)	    (e	(387)		(212)		5,639		3,297		1,173		9,504
Beginning Net Position	(184)	<u>-</u>	(3,918)		936		5,717		1,323		14,417		18,291
Ending Net Position	\$ (190)	\$	(4,305)	S	724	<del>s</del>	11,356	\$	4,620	<del>\$</del>	15,590	s	27,795

City of Cincinnati, Ohio
Combining Statement of Cash Flows
Internal Service Funds
For the fiscal year ended June 30, 2019
(Amounts in Thousands)

	Purc	Purchasing			6		Self Ins	Self Insurance	Self Insurance	ınce	Enterprise		Total Internal	
	and I	Reproduction and Printing		Freet Services	Man	Property Management	Man	KISK Management	w orkers Compensation	s tion	services		Service Funds	
Cash Flows from Operating Activities:	€	Į.	€	0		i i	€	t	€	l i		] ]	0	
Receipts from Customers	<del>&gt;&gt;</del>	754	<b>∕</b> >	305	•	4,455	<b>→</b>	7,897	<b>∽</b>		\$ 7.50 7.00	<del>&gt;</del>	15,218	
Receipts from Other Funds  Descripts from Definement System		2,139		18,231				76,088		2,981	0,000		525,501	
Receipts from Retirement System		(001.0)		5		(800)		121	,	600	0,000	,	121	
Fayment to Suppliers		(2,190)		(2,421)		(877)		(80,733)		(4,004)	(3,342)	~ ^	(92,920)	
Payments to Other Funds		(13)		(9,939)		(0,0)		į		į	(19/)	~ /	(10,/13)	
Payments to Employees		(483)		(5,776)		(949)		(1,711) 9,669		(71)	(3,426)	 	(12,416)	
Net Cash Frovided (Used) by Operating Activities  Cash Flows from Noncapital		(96)		074		3,278		7,000		(744)	(607)	  -	4,815	
Financing Activities:														
Repayment of Advances Made to Other Funds											1,237		1,237	
Due from Other Funds for City Note Payable		4		29		15		119		117	31		315	
Interest paid on Bond and Notes		(9)		(35)				(12)			(29	_	(82)	
Principal paid on Bond and Notes		(5)		(27)				6			(23)		(64)	
Transfers to Other Funds						(1,934)							(1,934)	
Transfers from Other Funds											2,557		2,557	
Net Cash Provided (Used) by														
Noncapital Financing Activities		(7)		(33)		(1,919)		86		117	3,773	ļ	2,029	
Cash Flows from Capital and Related														
Financing Activities:														
Acquisition of Property, Plant and														
Equipment						(8)							(8)	
Interest Paid on Debt											(2,033)	<u> </u>	(2,033)	
Payment on Long Term Capital Lease Obligations											(1,775)		(1,775)	
Net Cash (Used) by Capital														
and Related Financing Activities						(8)					(3,808)		(3,816)	
Cash Flows from Investing Activities:														
Interest on Investments								557		523	57		1,137	
Net Cash Provided by Investing Activities		Ī						557		523	57		1,137	
Net Increase (Decrease) in Cash		Í		0						Š		,		
and Cash Equivalents		(47)		38/		1,351		3,315		(104)	(/89)	_	4,165	
Cash and Cash Equivalents at July 1		619		4,415		2,357		17,730	1	17,339	4,459		46,919	
Cash and Cash Equivalents at June 30	\$	522	\$	4,802	\$	3,708	\$	21,045	\$ 1	17,235	\$ 3,772	\$	51,084	

City of Cincinnati, Ohio Combining Statement of Cash Flows Internal Service Funds For the fiscal year ended June 30, 2019 (Amounts in Thousands)

				(Amounts II	(Amounts in Inousands)								Total
	Purchasing Reproduction	asing uction infing	·	Fleet	Property Management		Self Insurance Risk Management	_	Self Insurance Workers'	H L	Enterprise Technology Services		Internal Service Funds
Reconciliation of Operating Income(Loss) to Not Cash Provided (Itsel) by Operating Activities		a I		5011100	Taring Scarce	ا اٍ	Taming Summer		Company	'    			com t
Operating Income (Loss)			↔	(352)	\$ 1,7	1,722	\$ 5,101		\$ 2,785	↔	(1,409)	↔	7,847
Depreciation and Amortization Changes in Assets. Deferred Outflows/Inflows and Liabilities:	÷ ::	75		265		ю					1,350		1,693
(Increase) Decrease in:													
Receivables		(10)		(20)				11			(28)		(47)
Due from Other Funds		4		(11)				14	(3)		96		140
Due from Fiduciary Funds		(10)					<u> </u>	(37)					(47)
Due from Other Governments											(141)		(141)
Inventory		$\Xi$											(I)
Prepaid Items					)	(30)		54			(161)		(137)
Other assets				345									345
Deferred Outflows Cincinnati Retirement System		(117)		(1,690)	)	(98)	4	454	(32)		(685)		(2,156)
Deferred Outflows Ohio Public Employees													
Retirement System							(2	(236)					(236)
Increase (Decrease) in:													
Accounts Payable		(53)		62	•	(44)	(2,042)	42)	(141)	_	62		(2,156)
Deposits Payable					1,6	1,692							1,692
Due to Other Funds				П		2	<u> </u>	(16)			(1)		(14)
Due to Fiduciary Funds				-					-		(1)		1
Accrued Payroll		4)		2		9		6			6)		4
Accrued Liabilities									(24)	$\overline{}$	2		(22)
Estimated Liability for Compensated Absences		(44)		(85)			<u> </u>	(26)	2		(142)		(325)
Deferred Inflows Cincinnati Retirement System		(63)		(922)	(1)	(146)	9)	(620)	(E)		(973)		(2,731)
Deferred Inflows Ohio Public Employees													
Retirement System							(1)	(101)					(101)
Estimated Liability for Unpaid Claims Payable							9)	(089)	(3,383)	<u> </u>			(4,063)
Net Pension Liability Cincinnati Retirement System		56		1,673	1	123	S	523	34		773		3,152
Net Other Postemployment Benefit Liability													
Cincinnati Retirement System		29		1,151		36	2	282	24		558		2,118
Net Cash Provided (Used) by	€	600	€	900							Ö	€	
Operating Activities Schedule of Noncash Investing. Capital and	A	(96)	æ	420	3,278	 	2,660		(744)	<u>م</u>	(607)	A	4,815
Financing Activities:													
Change in Fair Value of Investments						۰٬۱ 	\$ 2	274	\$ 245	↔	29	S	548
Total Noncash Investing, Capital and Financing Activities	€.		€.		¥		\$	274	\$45	€.	96	€.	548
	<del>)</del>		÷		÷	'II 		11		11	Ì	}	, ;

#### CITY OF CINCINNATI, OHIO

#### FIDUCIARY FUNDS

#### **AGENCY FUNDS**

<u>Towing Charges and Private Operations</u> - Used to account for monies received as charges for towing and storage of impounded vehicles.

<u>Convention Facility Authority</u> – Used to account for monies collected by the City of Cincinnati from Transient Occupancy Tax Revenues.

Admission Tax Bond - Used to account for deposits related to entertainment facilities in the City.

**Engineering Deposits** - Used to account for Transportation & Engineering monies reserved for specific purposes.

<u>Metropolitan Sewer District</u> - Used to account for the monies of the Metropolitan Sewer District.

255

City of Cincinnati, Ohio
Combining Statement of Fiduciary Assets and Liabilities
Agency Funds
June 30, 2019
(Amounts in Thousands)

					<b>Agency Funds</b>	ınds						
	To Ch Pr	Towing Charges Private Operators	)	Convention Facility Authority	Admi T	Admissions Tax Bonds	Engi	Engineering Deposits	Mei	Metropolitan Sewer District		Total
ASSETS												
Cash and Cash Equivalents							<del>∽</del>	16			<del>∨</del>	16
Equity in City Treasury Cash	S	81 \$		1,778 \$		39		3,159				5,057
Cash With Fiscal Agent												
Investments, at fair value									<del>\$</del>	311,118		311,118
Receivables:												
Accounts, Net								48		32,096		32,144
Accrued Interest and Dividends										176		176
Total Assets	↔	81	↔	1,778	↔	39	<del>∽</del>	3,223	S	343,990	<del>⊗</del>	349,111
LIABILITIES												
Accounts Payable	\$	99					↔	17	↔	18,758	S	18,841
Due to Other Governments			↔	338						314,904		315,242
Accrued Payroll										115		115
Accrued Liabilities										38		38
Deposits Payable		15		1,440	↔	39		3,206		1		4,701
Estimated Liability for Compensated Absences										10,174		10,174
Total Liabilities	8	81	8	1,778	8	39	<del>\$</del>	3,223	S	343,990	S	349,111

#### Combining Statement of Changes in Assets and Liabilities

## Agency Funds For the fiscal year ended June 30, 2019 (Amounts in Thousands)

		Balance July 1, 2018	A	dditions	De	eductions		Balance une 30, 2019
TOWING CHARGES - PRIVATE OPERATORS								
ASSETS	Φ.	7.5			Φ.			0.1
Equity in City Treasury Cash	\$	75	\$	556	\$	550	\$	81
Total Assets	\$	75	\$	556	\$	550	\$	81
LIABILITIES								
Accounts Payable	\$	41	\$	626	\$	601	\$	66
Deposits Payable		34		1,157		1,176		15
Total Liabilities	\$	75	\$	1,783	\$	1,777	\$	81
CONVENTION FACILITY AUTHORITY ASSETS								
Equity in City Treasury Cash	\$	821	\$	3,088	\$	2,131	\$	1,778
Accounts Receivable	Φ	5	Φ	3,000	Φ	5	Φ	1,776
Total Assets	\$	826	\$	3,088	\$	2,136	\$	1,778
10tti 71550t5	Ψ	020	Ψ	3,000	Ψ	2,130	Ψ	1,770
LIABILITIES								
Accounts Payable			\$	2,131	\$	2,131		
Due to Other Governments	\$	826		338		826	\$	338
Deposits Payable	Φ.	026	Φ.	1,440	Φ.	2.057	Φ.	1,440
Total Liabilities	\$	826	\$	3,909	\$	2,957	\$	1,778
ADMISSION TAX BONDS								
ASSETS				_				•
Equity in City Treasury Cash	\$	37	\$	2	\$		\$	39
Total Assets	\$	37	\$	2	\$		\$	39
LIABILITIES								
Deposits Payable	\$	37	\$	2	\$		\$	39
Total Liabilities	\$	37	\$	2	\$		\$	39
ENGINEERING DEPOSITS								
ASSETS								
Cash and Cash Equivalents	\$	4	\$	577	\$	565	\$	16
Equity in City Treasury Cash		2,904		3,533		3,278		3,159
Accounts Receivable		28		201		181		48
Total Assets	\$	2,936	\$	4,311	\$	4,024	\$	3,223
LIABILITIES								
Accounts Payable	\$	24	\$	258	\$	265	\$	17
Deposits Payable		2,912		3,282		2,988		3,206
	\$	2,936	\$	3,540	\$	3,253	\$	3,223

#### City of Cincinnati, Ohio Combining Statement of Changes in Assets and Liabilities

# Agency Funds For the fiscal year ended June 30, 2019 (Amounts in Thousands)

	 Balance July 1, 2018		Additions	 Deductions	 Balance June 30, 2019
METROPOLITAN SEWER DISTRICT					
ASSETS					
Cash with Fiscal Agent	\$ 1	\$	18,303	\$ 18,304	
Investments	299,695		819,809	808,386	\$ 311,118
Accounts Receivable	34,475		38,614	40,993	32,096
Accrued Interest Receivable	 734		837	 795	 776
Total Assets	\$ 334,905	\$	877,563	\$ 868,478	\$ 343,990
LIABILITIES					
Accounts Payable	\$ 19,668	\$	314,265	\$ 315,175	\$ 18,758
Due to Other Governments	303,518		326,131	314,745	314,904
Accrued Payroll	1,506		1,734	3,125	115
Accrued Liabilities	37		38	37	38
Deposits Payable	2		27	28	1
Estimated Liability for Compensated Absences	 10,174	-		 	 10,174
Total Liabilities	\$ 334,905	\$	642,195	\$ 633,110	\$ 343,990
TOTAL AGENCY FUNDS ASSETS					
Cash and Cash Equivalents	\$ 4	\$	577	\$ 565	\$ 16
Equity in City Treasury Cash	3,837		7,179	5,959	5,057
Cash with Fiscal Agent	1		18,303	18,304	
Investments	299,695		819,809	808,386	311,118
Receivables:					
Accounts, Net	34,508		38,815	41,179	32,144
Accrued Interest Receivable	 734	-	837	 795	 776
Total Assets	\$ 338,779	\$	885,520	\$ 875,188	\$ 349,111
LIABILITIES					
Accounts Payable	\$ 19,733	\$	317,280	\$ 318,172	\$ 18,841
Due to Other Governments	304,344		326,469	315,571	315,242
Accrued Payroll	1,506		1,734	3,125	115
Accrued Liabilities	37		38	37	38
Deposits Payable	2,985		5,908	4,192	4,701
Estimated Liability for Compensated Absences	 10,174			 	 10,174
Total Liabilities	\$ 338,779	\$	651,429	\$ 641,097	\$ 349,111

# CAPITAL ASSETS USED IN THE OPERATION OF GOVERNMENTAL FUNDS

## Comparative Schedule of Capital Assets Used in the Operation of Governmental Activities Schedule by Source

## For the Last Two Fiscal Years (Amounts In Thousands)

Governmental Activities Capital Assets		June 30 2019		June 30 2018
Land	\$	199,755	\$	200,072
Buildings	•	306,881	•	306,570
Improvements		520,625		532,195
Machinery and Equipment		190,206		185,675
Infrastructure		1,337,209		1,313,952
Construction in Progress		209,083		171,979
Property acquired under capital leases		30,641		26,560
Total Governmental Capital Assets	\$	2,794,400	\$	2,737,003
Investment in Governmental Capital Assets by Source:				
General Obligation Bonds	\$	1,911,139	\$	1,864,813
Federal Grants		216,589		204,894
State Grants		199,267		198,079
County Grants		18,286		17,144
Private		14,848		14,507
General Fund Revenues		98,803		98,523
Special Revenue Funds		80,275		77,150
Gifts		2,529		2,529
Other and Undifferentiated		252,664		259,364
Total from All Sources	\$	2,794,400	\$	2,737,003

City of Cincinnati, Obio
Schedule of Capital Assets Used in the Operation of Governmental Funds
Schedule by Function and Activity
As of June 30, 2019
(Amounts In Thousands)

							Property Acquisition	
	Total	Land	Buildings	Improvements	Equipment	Infrastructure	Leases	In Progress
Maron and Council	v.				9			1
City Manager	5.205		\$	6 S	3.09	\$ 2.048	<i>S</i>	
Economic Inclusion	24				24			
Law	53				53			
Human Resources	6,819			6,673	115		31	
Enterprise Technology Services	14,737				2,737		12,000	
Finance	1,560			710	830		20	
Community & Economic Development	243,538	\$ 71,362	48,338	74,323	89	49,447		
City Planning and Buildings	59			3	99			
Citizens Complaint & Internal Audit	23				23			
Recreation	155,197	3,963	33,823	113,153	4,051	207		
Parks	176,059	15,063	19,345	76,352	4,833	60,348	118	
Buildings and Inspections	1,533	1,376		145	12			
Public Safety	98,361	1,833	8,608	12,358	62,224		13,338	
Transportation & Engineering	1,255,038	44,339	7,731	14,099	11,227	1,177,642		
Enterprise Services	1,030	297			733			
Public Services	228,832	6,043	70,879	910'99	33,250	47,517	5,127	
Public Health	17,973	237	4,203	6,997	3,536			
Pooled, Unassigned Equipment	546				546			
Southern Railway Improvement	83,224			83,224				
General Government								
Land	54,959	54,959						
Buildings	113,634		113,634					
Improvements	50,532			50,532				
Total Governmental Capital Assets Allocated by Function	2,508,942	199,472	306,609	507,594	127,417	1,337,209	30,641	
Construction in Progress	209,083							\$ 209,083
Internal Service Funds:								
Purchasing, Printing and Stores	1,358	000	CEC	803 1	1,358			
Self Insurance Risk Management	12,729	607	7/7	600,4	2,000			
Self Insurance Workers' Compensation	82				82			
Property Management	37			9	31			
Enterprise Technology Services	67,157			8,517	58,640			
Total Governmental Capital Assets	\$ 2,794,400	\$ 199,755	\$ 306,881	\$ 520,625	\$ 190,206	\$ 1,337,209	\$ 30,641	\$ 209,083

#### Schedule of Capital Assets Used in the Operation of Governmental Funds Schedule of Changes by Function and Activity

#### For the fiscal year ended June 30, 2019

(Amounts in Thousands)

	General Capital Assets July 1, 2018	Additions	Deletions	General Capital Assets June 30, 2019
Mayor and Council	\$ 58		\$ 52	\$ 6
City Manager	5,570		365	5,205
Economic Inclusion	24			24
Law	53			53
Human Resources	6,819			6,819
Enterprise Technology Services	14,737			14,737
Finance	1,560			1,560
Community and Economic Development	244,083	\$ 195	740	243,538
City Planning and Buildings	86		27	59
Citizen's Complaint & Internal Audit		23		23
Recreation	160,268	136	5,207	155,197
Parks	176,671	143	755	176,059
Buildings and Inspections	1,533			1,533
Public Safety	96,348	5,311	3,298	98,361
Transportation & Engineering	1,257,005		1,967	1,255,038
Enterprise Services	1,030			1,030
Public Services	204,417	27,775	3,360	228,832
Public Health	17,972	79	78	17,973
Pooled, Unassigned Equipment	546			546
Southern Railway Improvement	83,224			83,224
General Government				
Land	55,260		301	54,959
Buildings	113,634		001	113,634
Improvements Construction in Progress	51,433 171,979	66,126	901 29,022	50,532 209,083
Internal Coming Foundary				
Internal Service Funds:	1 250			1 250
Purchasing, Printing and Stores Fleet Services	1,358		134	1,358
Self Insurance Risk Management	7,863 12		154	7,729 12
Self Insurance Workers' Compensation	82			82
Property Management	29	8		37
Enterprise Technology Services	63,349	3,808		67,157
Total Governmental Capital Assets	\$ 2,737,003	\$ 103,604	\$ 46,207	\$ 2,794,400

Note: The additions and deletions include department reclassifications and transfers.

### **SCHEDULES**

#### City of Cincinnati, Ohio Schedule of Outstanding Bonds and Notes, GAAP Last Six Fiscal Years (g)

		(b) Sec. 133.05	(a) Sec.133.04	(c) Sec 133.04		(c) Sec. 133.04
	(a) General	(B)(7)	(B)(1)	(B)(4)	(a) Sec.133.04	(B)(8)
	Obligation	Municipal	Special	Urban	(B)(5)	TIF
Fiscal	Bonds	Income Tax	Assessment	Renewal	Judgment	Bonds
Year	and Notes	Bonds and Notes	Bonds	Bonds	Bonds	and Notes
2014	\$ 251,690,000	\$ 97,395,000		\$ 15,630,000	\$ 1,905,000	\$ 105,240,000
2015	243,044,080	98,095,000		14,510,000	1,615,000	94,435,000
2016	270,615,000	111,435,000		13,785,000	36,552,212	54,505,000
2017	265,226,000	110,627,000	\$ 1,000,000	12,465,000	35,330,145	50,295,000
2018	258,836,000	108,133,000	965,000	11,145,000	34,078,165	55,025,000
2019	263,166,000	108,918,000	930,000	9,710,000	32,816,318	51,890,000
	(c) Sec 133.05	(c) Sec 133.05	(c) Sec 133.05	(c) Sec 133.05	(c) Sec. 133.05	(c) Sec. 133.05
	(B)(1)(a)	(B)(1)(b)	(B)(1)(f)	(B)(1)(i)	(B)(1)(j)	(B)(10)
		Sewer	Parking	Urban	Public	Police &
Fiscal	Water	Stormwater	Facilities	Redevelopment	Attraction	Fire Pension
Year	Bonds	Bonds	Bonds	Bonds	Bonds	Bonds
2014	\$ 1,800,000	\$ 14,085,000	\$ 4,450,000	\$ 4,215,000	\$ 16,225,000	\$ 37,230,000
2015		12,810,000	4,200,000	3,360,000	14,995,000	35,920,000
2016		11,400,000	9,950,000	2,550,000	24,160,000	31,600,000
2017		15,160,000	9,940,000	6,330,000	35,017,124	30,325,000
2018		17,850,000	9,320,000	5,775,000	32,490,000	29,035,000
2019		21,065,000	8,700,000	5,205,000	30,490,000	27,725,000
	(d) Sec 133.05	(d) Sec.133.05	(d)(f) Sec.133.05			
	(B)(12)	(B)(5)	(B)(5)	Gross	Gross	
	Energy	Non-Tax	Water System	General	Self-	Gross
Fiscal	Conservation	Revenue Pledge	Revenue Pledge	Obligation	Supported	Total
<u>Year</u>	Bonds	Bonds	Bonds	Debt	Debt	Debt
2014	\$ 7,060,000	\$ 110,880,000	\$ 471,585,000	\$ 251,690,000	\$ 887,700,000	\$1,139,390,000
2015	6,720,000	119,985,000	450,965,000	243,044,080	857,610,000	1,100,654,080
2016	13,890,000	127,040,000	473,480,000	270,615,000	910,347,212	1,180,962,212
2017	13,055,000	128,871,620	524,960,000	265,226,000	973,375,889	1,238,601,889
2018	12,135,000	118,269,000	505,685,000	258,836,000	939,905,165	1,198,741,165
2019	11,335,000	122,749,000	485,970,000	263,166,000	917,503,318	1,180,669,318

<sup>(</sup>a) Supported by general tax levy or special assessment levy

Note: Excludes City internal notes.

<sup>(</sup>b) Supported by Municipal Income Tax, but have property tax support if necessary

<sup>(</sup>c) Supported by current revenue, but has property tax support if necessary

<sup>(</sup>d) Supported by current revenue, no tax support pledged

<sup>(</sup>e) Supported by current revenue, but has property tax support if necessary-taxable

<sup>(</sup>f) Includes crossover refunding of \$77,935,000 in fiscal years 2017, 2018, and 2019.

<sup>(</sup>g) The City changed reporting periods from a calendar year to a June 30th fiscal year, with the first full fiscal year ended June 30, 2014. This schedule will continue to build out prospectively until ten full fiscal years are available.

#### CITY OF CINCINNATI SCHEDULE OF ANNUAL DEBT SERVICE General Obligation and Revenue Bonds June 30, 2019

						General Obligation						
			PROPERTY TAX	-SUPPORTED		June	30, 201	9	SELF-SUP	PORTED		
			KOI EKIT IAA	Debt		Outstanding			OLLI-COI	Debt	Outstanding	
Fiscal			Interest	Service		Debt			Interest	Service	Debt	Fiscal
<u>Year</u>	Maturing		Cost	Requirement	_	End of Year		Maturing	Cost	Requirement	End of Year	Year
2019 2020 \$	27,560,000	\$	9,992,394 \$	37,552,394	\$	244,035,000 216,475,000	\$	12,196,671 \$	7,161,642 \$	\$ 19,358,313	188,411,318 176,214,646	2019 2020
2021	25,570,000	•	8,850,479	34,420,479		190,905,000	•	12,271,495	6,702,362	18,973,857	163,943,152	2021
2022	20,480,000		7,849,913	28,329,913		170,425,000		11,811,275	6,255,538	18,066,812	152,131,877	2022
2023 2024	18,575,000 16,730,000		6,957,244 6,136,413	25,532,244 22,866,413		151,850,000 135,120,000		11,026,010 11,085,746	5,823,009 5,395,562	16,849,019 16,481,307	141,105,867 130,020,121	2023 2024
2025	14,795,000		5,406,244	20,201,244		120,325,000		11,425,481	4,950,518	16,375,999	118,594,640	2025
2026	13,045,000		4,759,253	17,804,253		107,280,000		11,175,173	4,500,539	15,675,712	107,419,467	2026
2027	12,790,000		4,153,194	16,943,194		94,490,000		10,859,820	4,057,790	14,917,610	96,559,647	2027
2028 2029	11,850,000 11,200,000		3,571,794 3,069,072	15,421,794 14,269,072		82,640,000 71,440,000		10,974,468 10,909,071	3,633,064 3,233,255	14,607,532 14,142,326	85,585,179 74,676,108	2028 2029
2030	10,205,000		2,627,163	12,832,163		61,235,000		10,168,630	2,824,293	12,992,924	64,507,477	2030
2031	9,145,000		2,242,225	11,387,225		52,090,000		9,063,190	2,430,225	11,493,415	55,444,288	2031
2032 2033	8,455,000 7,875,000		1,900,475 1,577,675	10,355,475 9,452,675		43,635,000 35,760,000		9,252,705 9,007,132	2,051,283 1,678,374	11,303,988 10,685,506	46,191,583 37,184,450	2032 2033
2034	7,405,000		1,272,825	8,677,825		28,355,000		7,246,559	1,347,850	8,594,409	29,937,891	2034
2035	7,310,000		982,725	8,292,725		21,045,000		7,450,986	1,057,117	8,508,103	22,486,905	2035
2036 2037	5,145,000		748,369	5,893,369		15,900,000		9,570,369	727,341	10,297,710	12,916,535	2036 2037
2037	4,465,000 4,180,000		562,963 385,766	5,027,963 4,565,766		11,435,000 7,255,000		4,189,752 2,304,047	458,706 331,235	4,648,459 2,635,283	8,726,783 6,422,735	2037
2039	2,775,000		240,859	3,015,859		4,480,000		2,143,342	234,639	2,377,981	4,279,393	2039
2040	1,800,000		143,750	1,943,750		2,680,000		2,092,593	141,933	2,234,526	2,186,800	2040
2041 2042	1,825,000 855,000		65,859 13,359	1,890,859 868,359		855,000		2,186,800	48,000	2,234,800		2041
2042	000,000		10,000	000,000								
		MUN	ICIPAL INCOME	TAX SUPPORT	ED				TOT	<u>AL</u>		
				Debt		Outstanding				Debt	Outstanding	
			Interest	Service		Debt			Interest	Service	Debt	
Year	Maturing		Cost	Requirement	_	End of Year		Maturing	Cost	Requirement	End of Year	Year
2019 2020 \$	8,045,000	\$	3,208,169 \$	11,253,169	\$	78,245,000 70,200,000	\$	153,136,671 \$	41,930,302 \$	\$ 195,066,974	1,119,410,318 966,273,646	2019 2020
2021	7,870,000	Ψ	2,876,786	10,746,786		62,330,000	Ψ	74,841,495	38,277,694	113,119,189	891,432,152	2021
2022	6,760,000		2,560,644	9,320,644		55,570,000		69,201,275	35,611,834	104,813,108	822,230,877	2022
2023 2024	6,035,000		2,267,334	8,302,334		49,535,000		66,756,010	33,000,222	99,756,232	755,474,867	2023
2024	5,700,000 5,685,000		2,002,128 1,748,778	7,702,128 7,433,778		43,835,000 38,150,000		65,850,746 63,360,481	30,235,521 27,349,209	96,086,266 90,709,690	689,624,121 626,263,640	2024 2025
2026	5,785,000		1,492,991	7,277,991		32,365,000		62,935,173	24,506,840	87,442,013	563,328,467	2026
2027	5,915,000		1,227,366	7,142,366		26,450,000		54,489,820	21,858,643	76,348,463	508,838,647	2027
2028 2029	5,605,000 4,790,000		968,125 752,619	6,573,125 5,542,619		20,845,000 16,055,000		54,609,468 54,254,071	19,459,633 17,169,828	74,069,101 71,423,899	454,229,179 399,975,108	2028 2029
2030	3,610,000		585,550	4,195,550		12,445,000		52,458,630	14,920,599	67,379,230	347,516,477	2030
2031	2,250,000		468,125	2,718,125		10,195,000		49,478,190	12,835,965	62,314,155	298,038,288	2031
2032 2033	2,045,000		382,850 302,275	2,427,850		8,150,000 6,275,000		49,897,705	10,883,785	60,781,490	248,140,583 203,028,450	2032 2033
2033	1,875,000 1,585,000		230,550	2,177,275 1,815,550		6,275,000 4,690,000		45,112,132 33,566,559	9,014,291 7,473,474	54,126,423 41,040,033	169,461,891	2033
2035	1,580,000		166,975	1,746,975		3,110,000		31,645,986	6,231,598	37,877,584	137,815,905	2035
2036	990,000		119,075	1,109,075		2,120,000		30,505,369	5,075,339	35,580,709	107,310,535	2036
2037 2038	720,000 500,000		86,175 59,125	806,175 559,125		1,400,000 900,000		24,314,752 18,039,047	4,035,859 3,201,271	28,350,611 21,240,318	82,995,783 64,956,735	2037 2038
2039	300,000		39,375	339,375		600,000		14,913,342	2,526,558	17,439,900	50,043,393	2039
2040	300,000		23,625	323,625		300,000		9,907,593	1,993,624	11,901,217	40,135,800	2040
2041	300,000		7,875	307,875				10,291,800	1,538,535	11,830,335	29,844,000	2041
								6,125,000 4,900,000	1,180,628 946,313	7,305,628 5,846,313	23,719,000 18,819,000	2042 2043
								5,120,000	724,797	5,844,797	13,699,000	2043
								5,350,000	492,878	5,842,878	8,349,000	2045
								6,420,000 1,929,000	235,425 48,250	6,655,425 1,977,250	1,929,000	2046 2047
								1,020,000	10,200	1,077,200		2011
			REVE									
			Interest	Debt Service		Outstanding Debt						
<u>Year</u>	Maturing		Cost	Requirement		End of Year						
2019		_			\$	608,719,000						
2020 \$ 2021	105,335,000 29,130,000	\$	21,568,098 \$ 19,848,068	126,903,098 48,978,068		503,384,000 474,254,000						
2022	30,150,000		18,945,740	49,095,740		444,104,000						
2023	31,120,000		17,952,636	49,072,636		412,984,000						
2024	32,335,000		16,701,419	49,036,419		380,649,000						
2025 2026	31,455,000 32,930,000		15,243,670 13,754,057	46,698,670 46,684,057		349,194,000 316,264,000						
2027	24,925,000		12,420,293	37,345,293		291,339,000						
2028	26,180,000		11,286,651	37,466,651		265,159,000						
2029 2030	27,355,000 28,475,000		10,114,883 8,883,593	37,469,883 37,358,593		237,804,000 209,329,000						
2031	29,020,000		7,695,389	36,715,389		180,309,000						
2032	30,145,000		6,549,177	36,694,177		150,164,000						
2033	26,355,000		5,455,968	31,810,968		123,809,000						
2034 2035	17,330,000 15,305,000		4,622,249 4,024,781	21,952,249 19,329,781		106,479,000 91,174,000						
2036	14,800,000		3,480,555	18,280,555		76,374,000						
2037	14,940,000		2,928,015	17,868,015		61,434,000						
2038 2039	11,055,000		2,425,145	13,480,145		50,379,000						
2039	9,695,000 5,715,000		2,011,685 1,684,316	11,706,685 7,399,316		40,684,000 34,969,000						
2041	5,980,000		1,416,800	7,396,800		28,989,000						
2042	5,270,000		1,167,269	6,437,269		23,719,000						
2043	4,900,000		946,313	5,846,313 5,844,797		18,819,000						
2044 2045	5,120,000 5,350,000		724,797 492,878	5,844,797 5,842,878		13,699,000 8,349,000						
2046	6,420,000		235,425	6,655,425		1,929,000						
2047	1,929,000		48,250	1,977,250								

CITY OF CINCINNATI, OHIO Schedule of Receips and Expenditures of Federal Awards (Non-GAAP Budgetary Basis) For Fiscal Year ended June 30, 2019

(Amount in Thousands)

Grantor/ Program Title	Fund	CFDA#	Grant#	Fund	Agency	Federal Revenue Received	Contributions & Other Revenue (Non-Federal)	Federal Expenditures	Advances (Repayments) or Adjustments	Amount provided to Sub recipients
U.S. DEPARTMENT OF AGRICULTURE  * Passed through Ohio Department of Health Hamilton County WIC Program Hamilton County WIC Program	391 10.557 391 10.557 <b>Total for CFDA No. 10</b>	10.557 10.557 DA No. 10.557	03120011WA1118 03120011WA1219	NAM NAM	Health Health	\$ 1,186 2,044 3,230	8 2 13 8 13	\$ 3,203		
<ul> <li>Passed through Ohio Department of Education Child and Adult Care Food Program (CACFP)</li> </ul>	324 10.558 Total for CFDA No. 10	10.558 DA No. 10.558	55x2031	NAR	Recreation			4 4		
TOTAL U.S. DEPARTMENT OF AGRICULTURE					п	3,230	13	3,207		
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT CDBG - Entitlement Grants Cluster: Community Development Block Grants/				2		C		3		
Entitlement Crants Community Development Block Grants/ Entitlement Grants	304	14.218	B14MC390003	NAC N	DCED DCED	869 1,598		1,457		\$ 200
Community Development Block Grants/ Entitlement Grants	304	14.218	B16MC390003	NAC	DCED	823		651		40
Community Development Block Grants/ Entitlement Grants	304	14.218	B17MC390003	NAC	DCED	3,171		2,893		1,116
Community Development Block Grants/ Entitlement Grants	304	14.218	B18MC390003	NAC	DCED	4,714	400	5,257		2,962
Community Development Block Grants/ Entitlement Grants	304 14.218 <b>Total for CFDA No. 14</b>	14.218 : <b>DA No. 14.218</b> i	B19MC390003	NAC Total for CDBG - Er	NAC DCED Total for CDBG - Entitlement Grants Cluster	11,175	258 967 967	960 12,029 12,029		4,318
Emergency Solutions Grant Program - 2017 Grant Emergency Solutions Grant Program - 2018 Grant	445 14.231 445 14.231 <b>Total for CFDA No. 14</b>	14.231 14.231 <b>DA No. 14.231</b>	E17 MC 39 0003 E18 MC 39 0003	NAO NAO	DCED	949		9 949 958		9 948 957
HOME Investment Partnerships Program - 2014 HOME Investment Partnerships Program - 2015 HOME Investment Partnerships Program - 2017 HOME Investment Partnerships Program - 2017 HOME Investment Partnerships Program - 2018 HOME Investment Partnerships Program - 2018 HOME Investment Partnerships Program - 2018	4 4 4 4 4 4 11 11 11 11 11	14.239 14.239 14.239 14.239 14.239	M14MC390213 M15MC390213 M16MC390213 M17MC390213 M18MC390213 M19MC390213	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		1,118 107 177 239 243	93 165	1,145 112 177 265 243		8
	Total for CFDA No. 14	DA No. 14.239 i		2		1,884	258	1,942		149
Housing Opportunities for Persons with AIDS - 2016 Housing Opportunities for Persons with AIDS - 2017 Housing Opportunities for Persons with AIDS - 2018	465 465 465 <b>Total for CF</b>	465 14.241 465 14.241 465 14.241 <b>Total for CFDA No. 14.241</b>	OHH 16001 OHH 17001 OHH 18001	NAO NAO	DCED DCED DCED	46 311 506 863		43 335 485 863		43 335 485 863
CDBG Section 108 Loan Guarantees	305 14.248 <b>Total for CFDA No. 14</b>	14.248 DA No. 14.248 i	B12MC 390003	NAO	DCED		151	319		
Lead Hazard Reduction Demonstration Grant Program Lead Hazard Reduction Demonstration Grant Program	381 387 <b>Total for CF</b>	381 14.905 387 14.905 <b>Total for CFDA No. 14.905</b>	OHLHB0582-14 OHLHD031117	NAM	Health Finance	98 35 133		52 124 176		
TOTAL FOR U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	D URBAN DEV	ELOPMENT			п	15,013	1,376	16,287		6,287
U.S DEPARTMENT OF INTERIOR  Fish and Wildlife Cluster.  * Passed through Ohio Department of Natural Resources, Division of Wildlife Sport Fish Restoration 324 Sport Fish Restoration Total for CFDA	Division of Wildlife 324 15.605 324 15.605 Total for CFDA No. 15,	ife 15.605 15.605 DA No. 15.605	AQ18-31102 AQ19-31102	NAR NAR Total for	uR Recreation R Recreation Total for Fish and Wildlife Cluster	ω ω ω		7 1 8		

TOTAL FOR U.S. DEPARTMENT OF INTERIOR

CITY OF CINCINNATI, OHIO
Schedule of Receipts and Expenditures of Federal Awards
(Non-GAAP Budgetary Basis)
For Fiscal Year ended June 30, 2019

(Amount in Thousands)

Grantor/ Program Title	Fund	CFDA#	Grant#	Fund Class	Agency	Federal C Revenue C Received	Contributions & Other Revenue (Non-Federal)	Federal Expenditures	Advances (Repayments) or Adjustments	Amount provided to Sub recipients	/ided
U.S. DEPARTMENT OF JUSTICE  * Passed through Ohio Attorney General Crime Victim Assistance (18VALU & 18VALU ADD-ON) Crime Victim Assistance (19VALU)	368 368 <b>Total for C</b>	368 16.575 ; 368 16.575 Total for CFDA No. 16.575	2018-VOCA-109309512 / 128496696 2019-VOCA-132135903	NAS NAS	Police Police	8 36 99 99 135		\$ 44 104			].
<ul> <li>Passed through Ohio Office of Criminal Justice Services Violence Against Women Formula Grants (17VAWA) Violence Against Women Formula Grants (18VAWA)</li> </ul>	368 368 Total for C	368 16.588 368 16.588 201 <b>Total for CFDA No. 16.588</b>	2017-WF-VA5-8583 2017-WF-VA5-8583a / 2018-WF-VA5-8583 88	NAS NAS	Police Police	44 13 57		44 13 57		æ	44 13 57
Public Safety Partnership and Community Policing Grants (15COPS) Public Safety Partnership and Community Policing Grants (16COPS)	368	16.710	2015-UL-WX-0030 2016-UL-WX-0050	NAS NAS	Police Police	343		343			
2016 Technology Innovation for Public Safety (16TIPS)	Total for C	Total for CFDA No. 16.710 368 16.738	2016-DG-BX-K052	NAS	Police	1,069		1,016	. (40)	((	
Edward Byrne Memorial Justice Assistance Grant Program (16,AG)	478	16.738	2016-DJ-BX-0213	NAS	Police	S	-	56	02		26
Edward Byrne Memorial Justice Assistance Grant Program (174AG) Edward Byrne Manorial Tuetice Assistance Grant	478	16.738	2017-DJ-BX-0116	NAS	Police	302	ဧ	154			154
Program (18JAG)	478 Total for C	478 16.738 Total for CFDA No. 16.738	2018-DJ-BX-0599	NAS	Police	295	4	133	30		133
Body Worn Camera Policy and Implementation	980 Total for C	980 16.835 Total for CFDA No. 16.835	2016-BC-BX-K061	CP	Police	150	,	178			].
Equitable Sharing Program Equitable Sharing Program	366 367 <b>Total for C</b>	366 16.922 367 16.922 <b>Total for CFDA No. 16.922</b>		NAS NAS	Police Police	483 (21) 462	9	88 233 321	124 (85) 39		[.]
TOTAL FOR U.S. DEPARTMENT OF JUSTICE						2,502	10	2,135	69		400
U.S. DEPARTMENT OF TRANSPORTATION Airport Improvement Program (FAA Local Match 142329) Airnort Improvement Program (FAA/ODOT) rocal	086	20.106	3-39-0018-022-2014	CP	DOTE			350			
Match 172329)	980 Total for C	980 20.106 <b>Total for CFDA No. 20.106</b>	3-39-0018-024-2017	CP	DOTE	1,434		3,495			Ι.
Highway Planning and Construction Cluster:  • Passed through Ohio Department of Transportation Highway Planning and Construction	086 086 666 666 666 666 666 666 666 666	20.205 20.205 20.205 20.205 20.205	PID 87036 PID 94068 PID 94494 PID 96633 PID 98757	00000	DOTE DOTE DOTE DOTE	299 154 1,993 45	292 49 1,767	595 203 3,761 45			
Highway Planning and Construction	980 980 980 980 980 <b>Total for C</b>	980 20.205 980 20.205 980 20.205 980 20.205 980 20.205 Total for CFDA No. 20.205	PID 99782 PID 102062 PID 107981 PID 107981 PID 107988 PID 101886 Total for High	CP CP CP CP CP CP	CP DOTE CP DOTE CP DOTE CP DOTE CP DOTE CP DOTE That for Hichway Planning and Construction Cluster	75 42 12 155 1,413 4,285 4,285	32 471 2,611	75 60 241 366 2,049 7,492			[.].
Federal Transit Cluster. * Passed through Southwest Ohio Regional Transit Authority * Federal Transits-Capital Investment Grants	-	980 20.500 Total for CFDA No. 20.500 ii	OH-03-0303-00	CP Total for	DOTE  Total for Federal Transit Cluster			3,366			

CITY OF CINCINNATI, OHIO
Schedule of Receipts and Expenditures of Federal Awards
(Non-GAAP Budgetary Basis)
For Fiscal Year ended June 30, 2019

(Amount in Thousands)

Grantor/ Program Title	Fund	CFDA#	Grant#	Fund Class	Agency	Federal Revenue Received	Contributions & Other Revenue (Non-Federal)	Federal Expenditures	Advances (Repayments) or Adjustments	Amount provided to Sub recipients
Highway Safety Cluster: Passed through Blue Ash Police Department State and Community Highway Safety State and Community Highway Safety	368 368	20.600	2017 MOA-Sub-recipient 2018 MOA-Sub-recipient	NAS NAS	Police Police	\$ 11 0		\$ 11		
Passed through Ohio Traffic Safety Office State and Community Highway Safety State and Community Highway Safety State and Community Highway Safety	368 368 368 Total for CI	368 20.600 II 368 20.600 II 368 20.600 Total for CFDA No. 20.600	DEP/ST DEP/ST GG-20	NAS NAS NAS	Police Police Police	60 8 G		16 19 15	ļ	
<ul> <li>Passed through Ohio Traffic Safety Office</li> <li>National Priority Safety Programs</li> </ul>	368 Total for Cl	368 20.616 Total for CFDA No. 20.616	DDEP-2019-00033	NAS <b>Total f</b> e	Police Total for Highway Safety Cluster			9 9		
Passed through Ohio Traffic Safety Office Minimum Penalties for Repeat Offenders for Driving While Intoxicated	368	20.608	IDEP/STEP-2018-Cinti Police Dept-00026	NAS	Police					
Minimum Penalties for Repeat Offenders for Driving While Intoxicated	368 Total for CI	368 20.608 II Total for CFDA No. 20.608	IDEP/STEP-2019-Cinti Police Dept-00012	NAS	Police	27 58		27 58		
TOTAL FOR U.S. DEPARTMENT OF TRANSPORTATION	NOI					5,843	. \$ 2,611	14,834		
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES  * Passed through Council On Aging of Southwest Ohio Special Programs for the Aging, Title III, Part D, Disease Prevention and Health Promotion Services	324 Total for CI	324 93.043 Total for CFDA No. 93.043	\$	N A R	Recreation	-				,
Aging Cluster: Passed through Council On Aging of Southwest Chilo Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	324	93.044	65x2076	NAR	Recreation	10	4 1	் ம		
Special Programs for the Aging, Title III, Part C, Nutrition Services	324 Total for CI	324 93.045 324 93.045 Total for CFDA No. 93.045	65x2076	NAR	Recreation	97	'	110	.  .	
Nutrition Services Incentive Program	324 Total for CI	324 93.053 Total for CFDA No. 93.053	65x2076 1 <b>53</b>	NAR	Recreation Total for Aging Cluster		- 4	8 8		
Passed through National Recreation and Parks Association Chronic Diseases: Research, Control and Prevention		324 93.068 Total for CFDA No. 93.068	89	NAR	Recreation	ľ		5		
Passed through Ohio Department of Health Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agenemals	350	93.074	03120012PH1019	NAM	Health	64		64		
Hospital Preparedness Program (HPP) and Public Pleatin Emergency Preparedness (PHEP) Aligned Cooperative Agreements	350 Total for CI	350 93.074 <b>Total for CFDA No. 93.074</b>	03120012PH0918	NAM	Health	46		64		
Passed through Ohio Department of Health Family Planning Services Family Planning Services Family Planning Services	350 350 350 <b>Total for CI</b>	350 93.217 350 93.217 350 93.217 <b>Total for CFDA No. 93.217</b>	03120011RH0819 03120011RH0920 03120011RH0718	NAM NAM	Health Health Health	250 116 366	27 10 17 54	276 556 135 967	40 10	
Health Center Program Cluster Health Center Program (Community Health Centers, Migrart Health Care for the Migrart Health Care for the Homeless, and Public Housing Primary Care) Passed through Cincinnati Health Network	446	93.224	H80CS25683	NAM	Health	2,884		2,843		
Heath Center Frogram (Community Heath Centers, Migrant Heath Centers, Heath Care for the Homeless, and Public Housing Primary Care)	448 Total for CI	448 93.224 Total for CFDA No. 93.224	H80CS00189	NAM Total for Healt	NAM Health Total for Health Center Program Cliester	3,141		3,064		
			•	Otal IC: 115	III Cellici I I cgi ani ci ci					

CITY OF CINCINNATI, OHIO
Schedule of Receipts and Expenditures of Federal Awards
(Non-GAAP Budgetary Basis)
For Fiscal Year ended June 30, 2019

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(Amount in Thousands)						Federal	Contributions &		Advances	
Grantor/ Program Title	Fund	CFDA#	Grant#	Fund	Agency	Revenue	Other Revenue (Non-Federal)	Federal Expenditures	(Repayments) or Adjustments	Amount provided to Sub recipients
<ul> <li>Passed through Ohio Department of Health Immunization Cooperative Agreements Immunization Cooperative Agreements</li> </ul>	415 415	93.268 93.268	03120012GV0119 03120012IM1017	NAM NAM	Health Health	\$ 211		\$ 238		
-	Total for	Total for CFDA No. 93.268				253		238		
<ul> <li>Passed through Ohio Department of Health Tobacco Use Prevention and Cessation Tobacco Use Prevention and Cessation</li> </ul>	350 350 <b>Total for</b> 0	350 93.305 350 93.305 <b>Total for CFDA No. 93.305</b>	03120014TU0218 03120014TU0319	NAM NAM	Health Health	50		75		
Grants for Capital Development in Health Centers	446 Total for	446 93.526 Total for CFDA No. 93.526	15CFCAA-HIP	NAM	Health	510		629		
TANF Cluster:  * Passed through Ohio Department of Jobs and Family Services Temporary Assistance for Needy Families To	ices 323 <b>Total for</b> (	es 323 93.558 Total for CFDA No. 93.558	05x2034 & 05x2035	APR	Recreation Total for TANF Cluster	380 380 380 380	\$ 136 136	643 643 643		
<ul> <li>Passed through Ohio Department of Jobs and Family Services Refugee and Entrant Assistance State/Replacement Designee Administered Programs</li> <li>To</li> </ul>	ices 350 <b>Total for</b> (	es 350 93.566 Total for CFDA No. 93.566	G-1415-17-0841	NAM	Health			107		
CODF Cluster • Passed timusgh Ohio Department of Jobs and Family Services Child Care and Development Block Grant Tod	ices 323 <b>Total for</b> (	es 323 93.575 Total for CFDA No. 93.575	05x2034 & 05x2035	APR	Recreation	191	89	321		
<ul> <li>Passed through Ohio Department of Jobs and Family Services Social Services Block Grant</li> <li>To</li> </ul>	ices 323 <b>Total for</b> (	es 323 93.667 Total for CFDA No. 93.667	05x2034 & 05x2035	APR	Recreation	191	89	321		
Passed through Ohio Department of Health     Preventive Health and Health Services Block Grant funded     solely with Prevention and Public Health Funds	425	93.758	03120014CC0918	NAM	Health	52		87		
Freeinve health and health Services block Grant unded solely with Prevention and Public Health Funds		425 93.758 Total for CFDA No. 93.758	03120014CC1019	NAM	Health	39		11		
<ul> <li>Passed through Ohio Department of Developmental Disabilities Medical Assistance Program</li> <li>Tot</li> </ul>	ilities 324 Total for (	ties 324 93.778 <b>Total for CFDA No. 93.778</b>		NAR	Recreation	7		1 1		
<ul> <li>Passed through Ohio Department of Health Maternal and Child Health Services Block Grant to States Maternal and Child Health Services Block Grant to States</li> </ul>	350 350 <b>Total for (</b>	350 93.994 350 93.994 <b>Total for CFDA No. 93.994</b>	03120011RH0819 03120011RH0718	NAM	Health Health	138 125 263		138 125 263		
TOTAL FOR US. DEPARTMENT OF HEALTH AND HUMAN SERVICES	IUMAN SEF	RVICES				5,799	330	6,926	\$ 10	
U.S. DEPARTMENT OF HOMELAND SECURITY  * Passed through Ohio Department of Natural Resources, Division of Parks and Watercraft  Sat 97.012  Total for CFDA 97.012	ivision of Pa 324 <b>Total for</b> (	ision of Parks and Watercraft 324 97.012 Total for CFDA 97.012	19-13	NAR	Recreation	11 11			•	
<ul> <li>Passed through Ohio Department of Public Safety Disaster Grants - Public Assistance (Presidentially Declared Disasters)</li> </ul>	479 Total for (	479 97.036 Total for CFDA No. 97.036	FEMA-4360-DR-15000-00	NAO	Finance	417	121	537	•	
Assistance to Firefighters Grant Assistance to Firefighters Grant	472 472 <b>Total for (</b>	472 97.044 472 97.044 Total for CFDA No. 97.044	EMW-2016-FO-06950 EMW-2017-FO-06892	NAS NAS	Fire Fire	186 1,225 1,411		186 1,216 1,402		
Port Security Grant Program Port Security Grant Program Port Security Grant Program	368 368 368 <b>Total for (</b>	368 97.056 368 97.056 368 97.056 <b>Total for CFDA No. 97.056</b>	EMW-2013-PU-00176 EMW-2016-PU-00391 EMW-2017-PU-00197	NAS NAS NAS	Police Police Police	35		5 4 1 9		
Staffing for Adequate Fire and Emergency Response Staffing for Adequate Fire and Emergency Response	472 472 <b>Total for (</b>	472 97.083 472 97.083 <b>Total for CFDA No. 97.083</b>	EMW-2015-FH-00547 EMW-2017-FH-00573	NAS NAS	Fire	2,142 632 2,774		2,142 632 2,774		,
TOTAL FOR U.S. DEPARTMENT OF HOMELAND SECURITY	ECURITY					4,648	121	4,732		
TOTAL FEDERAL GRANTS & SUBSIDIES (Non-GAAP Basis)	AP Basis)					\$ 37,043	\$ 4,461	\$ 48,129	\$ 29	\$ 6,687

## CITY OF CINCINNATI, OHIO Schedule of Receipts and Expenditures of Federal Awards (Non-GAAP Budgetary Basis) For Fiscal Year ended June 30, 2019

(Amount in Thousands)

## Notes to the Schedule of Receipts and Expenditures of Federal Awards

Basis of Presentation - The schedule of receipts and expenditures of federal awards (the "Schedule") includes the federal award activity of the City under programs of the federal government for the fiscal year ended June 30, 2019. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in financial position, or cash flows of the City.

Summary of Significant Accounting Policies - Expenditures reported on the Schedule are reported on the Non-GAAP budgetary basis of accounting. Such expenditures are recognized following, as applicable, either the cost principles in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, or the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, wherein certain type of expenditures are not allowed or are limited as to reimbursement. Therefore, some amounts presented in this Schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

The City has elected not to use the 10 percent de minimis indirect cost rate as allowed under the Uniform Guidance

Total Department of Community & Economic Development (DCED) loans outstanding at June 30, 2019 totaled \$9,213,374 under CFDA 14,218, \$44,548,249 under CFDA 14,239, \$319,283 under CFDA 14,248, and \$6,547,483 under CFDA 14,246.

il no 2012 the City entered into an intergovernmental cooperative agreement with SORTA to administer the grants awarded to the City as a sub-recipient. The City is responsible for the assurance that invoices paid are in compliance with the grants. The remaining grant covered under this agreement is: 24,990,000.00 s CFDA 20.500 The Urban Circulator Grant

\* Indicates Federal monies passed through another agency to the City of Cincinnati

## Reconciliation of Schedule of Receipts and Expenditures of Federal Awards to Budgetan Statements

	Budgetary Statements	SEFA
Special Recreation Fund (APR)	\$ 762 \$	\$ 762
Community Development (NAC)	13,059	13,059
Health (NAM)	8,261	8,261
Other Grants (NAO)	2,273	2,273
Recreation Grants (NAR)	123	123
Safety (NAS)	969'9	969'9
Capital Projects (CP)	5,869	5,869
		\$ 37,043

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#### CITY OF CINCINNATI, OHIO INFRASTRUCTURE INCOME TAX

In accordance with the provisions of Chapter 311 of the Cincinnati Municipal Code, an additional earnings tax of .1% shall be levied for costs related to constructing, equipping, maintaining and repair of the City's infrastructure. Such tax shall remain in effect as long as the City appropriates at least the base amount required and subsequently expends funds at a level (ninety percent of the annual base amount within three years) specified in Chapter 311, CMC.

The following data summarizes the results of the City's compliance with the infrastructure income tax requirements for Fiscal Years 2019 and 2018.

#### (AMOUNTS IN THOUSANDS)

	FY2019	<b>FY2018</b>
Required Base Amount	\$61,887	\$62,849
Actual Appropriated Amount	\$92,389	\$95,195
Infrastructure Expenditures - As of June 30	\$38,352	\$75,337
Percentage of Expenditures to Base Amount	61.9707%	119.8703%

I hereby certify that the City of Cincinnati appropriated for FY2019 an amount sufficient to meet the requirements for continuation of the Infrastructure Income Tax.

Karen Alder Finance Director

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## STATISTICAL SECTION



#### CITY OF CINCINNATI, OHIO

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#### STATISTICAL SECTION

This section of the City of Cincinnati's comprehensive annual financial report provides detailed historical and economic information for users of the financial statements, notes to the financial statements, and required supplementary information for the purpose of assessing and evaluating the City's economic condition.

<u>Financial Trends</u> – This section provides information on the City's net position, changes to net position and fund balance for assessing the changes in financial position over time.

<u>Revenue Capacity</u> – This section provides information on the City's ability to generate revenue, specifically income tax (the major source of revenue for governmental activities) and property tax revenue.

<u>Debt Capacity Information</u> – This section provides information on the City's outstanding debt, debt limitations and the ability to leverage and pay future debt.

<u>Demographic and Economic Information</u> – This section provides information about the environment in which the City operates.

<u>Operating Information</u> – This section provides operating information related to the City's infrastructure, assets and services provided by function.

**Sources:** Unless otherwise noted, the information in these statistical schedules is from the comprehensive annual financial reports for the relevant years.

Note: The City changed it's fiscal year in 2013 from a January 1 through December 31 to July 1 through June 30. The 2013 Fiscal year represents the six month conversion period from January 1 to June 30.

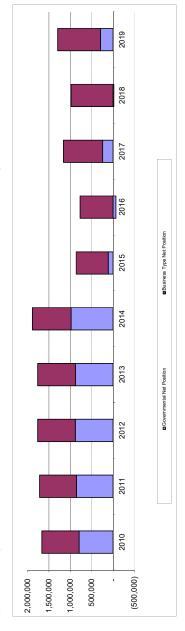
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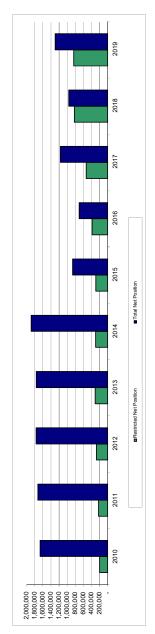
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City of Cincinnati
Financial Trends Information
Schiedule A Schiedule I
Net Position by Category (Acrual Basis)
Last Ten Fiscal Periods
(Amounts in Thousands)

						Fiscal	Fiscal Period				
	2010		2011	2012	2013	2014	2015	2016	2017	2018	2019
Governmental Activities Net Investment in Capital Assets	\$ 714	714.580 \$	741.266 \$	777 236	\$ 797,444	\$ 866.831	\$ 928.893	\$ 868.010	\$ 902.668 \$	938.541	897.570
Restricted	160	160,955	203,698	223,826	233,054	205,812	212,989	316,881	380,598	601,160	641.611
Unrestricted	08)	(80,222)	(89,024)	(114,492)	(153,490)	(90,482)	(1,029,535	Ξ	(1,039,794)	(1,559,973)	(1,246,031)
Cultitate a exergencial setivities not nesition	705	705 313	855 040	886 570	877 008	082 161	110 347	(67.04.0)	078 870	(020 00)	203 150
Subtotal governmental activities het position	CG /	2	000,040	000,000	000,770	902,101	12,01	(247,10)	714,047	(20,712)	293,130
District Towns of the Control of the											
Dustriess-Type activities Net Investment in Capital Assets	750	750,184	745,722	748,487	743,892	741,619	779,790	792,466	741,844	828,628	862,847
Restricted	36	36,587	23,010	52,330	77,273	90,651	79,623		146,953	221,472	197,236
Unrestricted	85	85,433	98,341	79,518	65,200	75,073	(106,980	(86,602)	31,351	(68,069)	(56,776)
Subtotal business-type activities net position	872,204	204	867,073	880,335	886,365	907,343	752,433	773,852	920,148	982,031	1,003,307
Primary Government											
Net Investment in Capital Assets	1,464,764	764	1,486,988	1,525,723	1,541,336	1,608,450	1,708,683	1,660,476	1,644,512	1,767,169	1,760,417
Restricted	197	197,542	226,708	276,156	310,327	296,463	292,612		527,551	822,632	838,847
Unrestricted	5	5,211	9,317	(34,974)	(88,290)	(15,409)	(1,136,515	(1,338,735)	(1,008,443)	(1,628,042)	(1,302,807)
Total primary government net position	\$ 1,667,517	<b>↔</b>	1,723,013 \$	1,766,905	\$ 1,763,373	\$ 1,889,504	\$ 864,780	\$ 706,610	\$ 1,163,620 \$	961,759	1,296,457

Note: The City of Cincinnati Changed Fiscal Year in 2013. The information for the 2013 Fiscal Year represents six months of information for the period ending June 30, 2013.





City of Cincinnati, Ohio Financial Trends Information Schedule 2 Changes in Net Position (Accrual Basis) Last Ten Fiscal Periods (Amounts in Thousands)

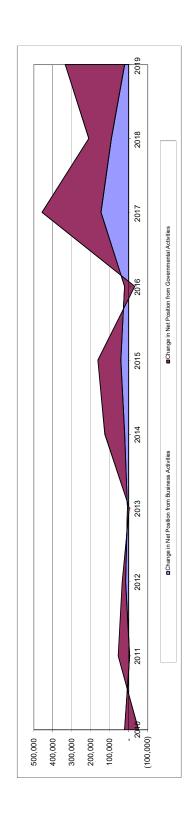
	2040	2004	CFOC	2043	Fiscal Period	eriod	2000	2047	0,000	9040
Program Revenues Governmental Activities: Charges for Services General Government Community Development Parks and Recreation Public Safety Transportation and Engineering Public Services Public Services Public Health Operating Grants and Contributions	395 147 151 789 356 388	\$ 78,682 37,059 19,331 1,360 36,023	737 346 104 159 301 340	98 779 309 752 337 337	\$ 59.231 31.726 10,775 22,032 3,233 2,789 14,188	95 477 133 165 171	\$ 59,129 10,799 9,215 22,172 550 4,578 22,626	104 471 332 352 993 721 108	160 132 132 132 146 156	\$ 78,476 6,892 8,833 22,953 1,947 2,261 2,261 2,4,088
Capital Grants and Contributions Total concernmental activities program revenue	23,436	27,012	31,232	21,416	36,456	35,054	20,563	12,786	14,287	14,645
Business-type activities Charges for Services Water Works Parking Facilities Convention Center General Aviation Municipal Golf Stormwater Management Capital Grants and Contributions	123,443 9,520 6,764 2,039 6,069 8,919 32,217	119,434 10,385 7,513 2,044 5,270 8,412 3,543	132,486 10,402 6,788 2,083 5,990 9,686 3,414	64,840 5,709 4,221 1,444 2,760 5,691 359	139,635 13,468 6,693 1,848 5,392 11,305 2,197	140,124 12,119 6,978 1,985 5,509 11,455 4,684	146,395 13,095 8,211 2,086 5,759 11,200 9,964	155,282 12,903 7,407 2,133 5,855 11,187	160,811 14,443 8,764 2,141 5,754 10,613 6,610	158,399 16,121 7,542 2,112 5,001 16,603 5,350
Total business-type activities program revenues	188,971	156,601	170,849	85,024	180,538	182,854	196,710	196,343	209,136	211,128
Total primary government program revenues	425,360	366,456	388,746	175,879	419,393	439,198	394,879	376,983	409,721	415,249
Expenses Governmental Activities: General Government Community Development Parks and Recreation Public Safety Transportation and Engineering Transit Systems Public Services Public Health Interest on long-term debt	178,047 54,316 51,398 254,720 46,805 40,398 60,920 58,940 22,865	117,064 45,274 42,419 242,159 34,121 41,746 57,415 47,862 23,004	111,713 49,744 44,615 248,347 58,483 45,047 46,287 43,197 23,806	33,404 25,076 25,399 128,138 11,671 23,976 28,611 26,279 11,957	122,523 10,122 50,177 231,266 59,104 48,877 60,855 50,063	93,793 55,155 46,310 255,412 44,366 49,800 50,878 44,362	145,758 67,760 59,286 276,858 52,063 50,811 58,286 65,361 23,621	3,895 27,189 7,229 279,296 14,881 52,561 8,006 (16,397) 25,093	74,731 35,477 30,332 326,114 41,284 58,088 26,722 14,902	130,144 46,894 54,139 8,318 55,399 55,773 52,192 50,716
Total governmental activities expenses	768,309	651,064	671,239	314,511	654,210	662,121	799,804	401,753	627,484	474,618
Business-type activities Water Works Parking Facilities Convention Center General Aviation Municipal Goff Stormwater Management	132,531 9,605 15,424 2,864 6,258 8,927	119,423 8,807 15,484 2,729 7,313	116,652 11,765 14,617 2,110 6,291 11,458	64,130 4,296 6,964 1,120 3,318 4,621	123,598 12,174 12,625 2,503 6,179	109,676 9,587 11,998 2,289 5,597 11,623	131,121 12,444 14,670 2,431 6,103	21,598 4,520 13,158 (513) 5,866 9,985	75,980 8,795 13,726 1,549 6,233 15,920	135,569 14,078 13,515 2,392 5,983 28,424
Total business-type activities expenses	175,609	164,913	162,893	84,449	167,560	150,770	179,087	54,614	122,203	199,961
Total primary government expenses	943,918	815,977	834,132	398,960	821,770	812,891	978,891	456,367	749,687	674,579
Net (Expense)/Revenue Governmental activities Business-type activities Total Primary Government Net Expense	(531,920) 13,362 (518,558)	(441,209) (8,312) (449,521)	(453,342) 7,956 (445,386)	(223,656) 575 (223,081)	(415,355) 12,978 (402,377)	(405,777) 32,084 (373,693)	(601,635) 17,623 (584,012)	(221,113) 141,729 (79,384)	(426,899) 86,933 (339,966) C	(270,497) 11,167 (259,330) Continued

City of Cincinnati, Ohio Financial Trends Information Schedule 2 Changes in Net Position (Accrual Basis) Last Ten Fiscal Period (Amounts in Thousands)

(Continued)							Fiscal Period	jog			
	2010		2011	2012	2013	2014	2015	2016	2017	2018	2019
General Revenues and Other Changes in Net Position											
Governmental activities:											
Tax											
Property taxes	\$ 51,509	s	<del>()</del>	50,310 \$	23,730 \$	58,714 \$	\$ 899'85	59,426 \$	60,253	62,659 \$	61,436
Income taxes	297,636			319,317	159,275	351,262	362,184	371,650	369,978	374,664	392,004
Admission taxes	4,174			4,616	1,720	5,278	5,422	6,586	5,811	5,796	6,002
Occupancy Tax	2,007	2,2		2,330	1,092	2,705	2,854	3,369	3,626	3,690	4,106
Shared Revenues	64,714	62,0		57,438	14,817	50,004	46,839	48,767	41,979	41,791	41,858
Unrestricted Investment earnings	10,861	9,6		5,931	(2,963)	10,357	7,108	8,972	3,413	2,407	17,779
Miscellaneous	27,380	31,8		31,370	17,474	41,048	42,585	45,067	44,426	51,587	57,837
Special Item - Gain on Sale of Property		14,000									
Transfers between governmental and business-type activities	(76)		(571)	100	(1,051)	1,140	1,119	4,788	2,341	2,934	2,897
Total governmental activities	458,205	501,836		471,412	214,094	520,508	526,779	548,625	531,827	545,528	583,919
Business-type activities: Tax											
Occupancy taxes	1,234		394	1,419	836	1,640	1,662	2,179	2,166	2,314	2,511
Unrestricted Investment earnings	4,969		515	3,976	(449)	4,443	3,524	4,625	2,224	3,760	9,303
Miscellaneous	2,041		1,486	3,294	4,301	3,057	5,243	1,780	2,518	1,664	1,192
		(4,7	(82)	:		:	;			;	
Transfers between governmental and business-type activities	76	2	571	(100)	1,051	(1,140)	(1,119)	(4,788)	(2,341)	(2,934)	(2,897)
Total business-type activities	8,320		3,181	8,589	5,739	8,000	9,310	3,796	4,567	4,804	10,109
Total Primary Governmental Activities	466,525	505,017	017	480,001	219,833	528,508	536,089	552,421	536,394	550,332	594,028
Change in Net Position											
Governmental activities	(73,715)	-	27	18,070	(9,562)	105,153	121,002	(53,010)	310,714	118,629	313,422
Business-type activities	21,682	(5,131)	31)	16,545	6,314	20,978	41,394	21,419	146,296	91,737	21,276
Total Primary Governmental Activities	\$ (52,033)	\$ 55,496	\$ 96	34,615 \$	(3,248) \$	126,131 \$	162,396 \$	(31,591) \$	457,010 \$	210,366 \$	334,698
•											

Note: In 2011, Retirement began paying the prescription drug benefits for retirees directly instead of through the Self-Insured Medical Fund, resulting in a decrease in General Government Charges for Services, offset by a decrease in General Government Expenditures.

Note: The City of Cincinnati Changed Fiscal Year in 2013. The information for the 2013 Fiscal Year represents six months of information for the period ending June 30, 2013.



City of Cincinnati
Financial Trends Information
Schedule 3
Fund Balances, Governmental Funds (Modified Accrual Basis)
Last Ten Fiscal Periods
(Amounts in Thousands)

	2	2010	2011		2012	2013		2014	"	2015	2016		2017	2018		2019
General Fund Nonspendable Hnostricted	↔	3,726 \$	4,063	\$	6,415	\$,0	4,025 \$	2,304	↔	3,612	დ	3,730	\$ 3,931	3,852	\$	3,412
Committed Assimed		8,295	5,287	<b>&gt;</b> 10	6,828	7,177	77	7,793		5,264	φ α	6,366	6,475	6,653	ω <del>-</del>	5,956
Unassigned		46,017	65,481		61,915	52,545	45	64,778		72,232	73,0	932	59,380	54,980		66,748
Total General Fund		85,354	908'66	   <sub> </sub>	90,706	86,3	   <sub>8</sub>	81,495		86,842	92,	92,838	77,325	74,466	   <sub>‰</sub>	84,992
Capital Projects Fund Nonspendable		15,962	898	m	903	ω	837	797		754		774	730	756	(0	650
Restricted Total Capital Projects Fund	- -	109,561 125,523	125,603	ml-	160,798 161,701	134,339	98 99	134,412		59,435 60,189	151,402	176	202,045	179,435	10  <del>-</del>	195,682
Debt Service Fund Nonspendable Restricted		10,000	81,090	l 6	76,846	0'06	82	108,575		99,091	116,	003	102,507	107,04	 	118,437
Total Debt Service Fund		60,548	81,090		76,846	90,078		108,575		99,091	116,003	003	102,507	107,049	  a	118,437
Tax Increment Financing Fund Restricted		45,421	60,738	m	37,224	25,087	87	26,505		27,350	.,05	50,284	35,192	35,456	(C)	29,800
Total Tax Increment Financing Fund		45,421	60,738	  m	37,224	25,0	87	26,505		27,350	50,	50,284	35,192	35,456	   <sub>60</sub>	29,800
All Other Governmental Funds Nonspendable		3,274	2,645	10	2,655	2,658	28	2,713		2,628	2,	2,428	2,395			
Restricted Unrestricted:		52,664	56,34	m	56,742	58,1	06	59,621		72,833	99	917	71,580	2,28	_	2,617
Committed Assigned		503 18,447	18,021	_	13,171	13,642	42	17,218		19,443	19,	19,129	17,378	65,512 21,953	21.8	59,312 20,727
Unassigned			(1,748)	3)	(1,024)	(2,841)	41)	(1,025)		(2,139)	(1,	(1,502)		,		
Total Other Governmental Funds		74,888	75,266	   <sub> </sub>	71,544	71,649	48 	78,527		92,765	86,	86,972	91,353	89,752		82,656
Total Fund Balance, Governmental Funds	8	391,734	443,401	φ	447,021	\$ 408,298	<del>\$</del>	430,311	ω	366,237	\$ 498,273	273	\$ 509,152	\$ 486,914	φ	512,217
Estimated Liability for Compensated Absences	€9	1,065 \$	1,048	<del>\$</del>	(3,448)	\$ 5,7	5,707 \$	(1,317)	↔	2,395	€	3,334	\$ 10,433	\$ 10,174	€	(632)

Notes: The City of Cincinnati changed Fiscal Years in 2013. The information for the 2013 fiscal year represents six months of information for the period ending June 30, 2013.

City of Cincinnati Financial Trends Information Schedule 4

# Schedule 4 Changes in Fund Balances, Governmental Funds (Modified Accrual Basis) Last Ten Fiscal Periods (Amounts in Thousands)

	2	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Revenues											
Taxes	s	359,559 \$	377.508 \$	379,467 \$	190.262 \$	409.624 \$	421.178 \$	440.768 \$	439.212 \$	446.981	462.471
Licenses and Permits		218		10.624				14 781	17 024	_	21 857
Lice of Money and Droperty		13 035	38 047	37,000	13.488	77.657	30,060	50.051	38 085	12,032	53,033
Ose of Moriey and Floberty		0,00	40,00	000,10	2,400	t 00,0	09,900	50,0	20,000	12,01	0,00
Opecial Assessments		0,410	088,	000,0	3,120	0,00	0,2,0	0,080	60,0	00,00	4.0,0
Intergovernmental Revenue		75,139	71,506	90,255	29,442	55,963	54,187	57,413	51,444	48,614	50,063
Federal Grants		60,328	62,508	62,729	30,728	63,829	80,131	53,240	36,342	32,133	37,072
State Grants and Other Subsidies		14,738	17,824	10,550	7,233	9,384	10,528	4,590	4,749	8,840	11,009
Charges for Current Services		35,015	35,007	37,738	18,461	40,675	48,551	53,926	52,261	61,924	59,594
Miscellaneous		35,753	35,419	34,839	18,791	47,628	47,151	48,911	62,719	62,834	67,332
Total Revenue		641,101	654,125	671,359	317,604	697,859	723,140	729,078	708,575	728,974	769,245
TXDondit life											
Current											
General Government		62 296	64 982	65 969	42 632	92 091	98 413	100 781	95 102	103 720	114 851
Comminity Development		10.553	8.386	8 351	3 854	12,928	12,272	46 146	23,132	19 922	24 664
Parks and Recreation		28 324	26.048	28.133	13 959	35 930	38 214	38.518	39 614	40.151	42.806
Public Safety		177,738	177.432	176.453	84.797	229,607	240.235	241.815	267.093	276.401	279.531
Transportation and Engineering		7 488	6 241	7 671	3 851	9.216	8 798	8 395	8 874	10.057	11 168
Transit System		40.398	41 746	45 047	23,976	48.877	49,800	50.811	52 561	58.088	55 773
Pithlic Services		35.514	28.887	27 834	15 573	40.661	39,646	37 417	36 435	38 343	38 705
Diblic Health		33,808	30,003	31 307	15,272	44 464	46.371	40.504	52,72	52,537	54 252
Employed Bonofits		02,030	00,200	100,000	53.084	† † †	- 0,0	100,0	02,119	160,30	303,40
Control Other			24,932	102,07	100,00	00.4	700	700	100	77	000
		016,171	144,600	1 67,602	996,99	160,742	180,904	600,001	1.0,793	112,749	101,096
Debl Services.			000	000	1	0	000		:		1
Fincipal Retirement		38,338	40,869	44,888	708	09,030	49,039	51,340	144.1	03,041	57,389
Interest Bond Issuance Cost		556	22,670	73,885	12,020	20,812	79,62	26,688 4 202	28,422	21,500	690
DOIG ISSUANCE COST		8		2.		8	! ' [	1,202,	200,	8	989
Total Expenditures		722,209	688,112	768,946	357,184	781,863	789,574	791,292	782,224	798,020	808,881
Excess(Deficiency) of Revenues over(under) Expenditures		(81,108)	(33,987)	(97,587)	(39,580)	(84,004)	(66,434)	(62,214)	(73,649)	(69,046)	(38,636)
Other Financing Sources (Uses)											
General Obligation Ronds and Notes Issued		72 027	7000	80 155		107 101		140 481	65 038	41 011	50 835
Revenue Bonds Issued			21,000	66,		24,75		35.530	10,000	- 0.	00,00
Capital Lease Financing								620'02	10.420		8 125
Refunding Bonds Issued		10.305	19,000	49 025		42.045		173,100	10,725	60 023	)
Payment to Refunded Bonds Escrow Agent		(10,810)	(20,683)	(54,571)		(46,959)		(191,486)	(10,667)	(69,146)	
Discount on Bonds			(180)					(120)	(9)		
Premium on Bonds Issued		1,661	3,869	17,670		16,309		32,049	3,940	11,843	3,705
State Loans Received											
Capital Lease Agreements											
Revenue Loan Proceeds								3,773			
Judgement Payment with Bonds Issued								(24,215)			
Transfers In		$\overline{}$	74,290	115,744	19,985	101,424	46,663	164,800	102,285	52,316	81,062
Transfers(Out)		(81,815)	(74,642)	(114,796)	(19,128)	(101,650)	(44,303)	(159,741)	(107,207)	(50,139)	(78,788)
Total Other Financing Sources(Uses)		47,989	71,654	102,227	857	105,890	2,360	194,250	84,528	46,808	64,939
Special Item			14.000								
	6	(22 110) ¢	E1 667 &	7 640	(20 702) ¢	24 006 G	(64 074) ¢	490.096	40 970 G	(00 000)	26 202
Net clialige in talla balances	9	9 (6)	9						000		20,000
Capitalized Assets	₩	108,294 \$	112,357 \$	141,071 \$	79,205 \$	\$ 689,88	123,072 \$	64,152 \$	33,137 \$	21,658 \$	70,765
Debt services as a Percentage of Noncapital Expenditures		11.12%	11.70%	12.20%	4.71%	13.52%	12.31%	11.90%	12.94%	12.45%	11.48%

Note: Capitalized Asset amount is from the reconciliation between the government-wide statement of activities and the statement of revenues, expenditures, and changes in fund balance.

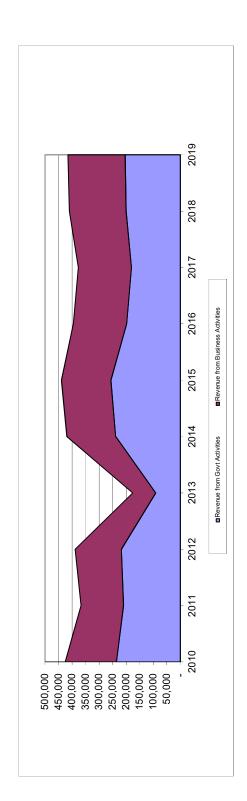
Note: The City of Cincinnati Changed Fiscal Year in 2013. The information for the 2013 Fiscal Year represents six months of information for the period ending June 30, 2013.

Note: Beginning in fiscal year 2014 Employee Benefits are expensed at the program level.

City of Cincinnati
Financial Trends Information
Schedule 5
Program Revenues by Function (Accrual Basis)
Last Ten Fiscal Periods
(Amounts in Thousands)

					Program Revenue	venue				
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Function/Program										
Governmental Activities. General Government	\$ 111 773	\$ 90.913	\$ 69 143 \$	\$ 620.82	65 245 \$	68.380	\$ 020 8	64 906	67.305.\$	81 086
Community Development	43,336				64,039			28,688		22,381
Parks and Recreation	12,601	9,447	9,295	5,361	12,171	10,535	12,547	10,849	16,746	14,194
Public Safety	27,654	35,241	30,243	13,150	34,914	36,894	36,155	26,457	36,779	34,448
Transportation and Engineering	15,828	17,007	41,236	17,796	35,199	33,049	17,987	12,662	11,528	14,260
Public Services	4,812	1,409	3,304	1,358	3,161	3,801	5,618	3,758	5,351	2,261
Public Health	20,385	19,833	19,615	11,501	24,126	29,500	33,657	33,320	41,626	35,491
Subtotal governmental activities program revenue	236,389	209,855	217,897	90,855	238,855	256,344	198,169	180,640	200,585	204,121
Business-type activities										
Water Works	126,482	122,738	135,871	65,142	141,637	144,323	154,357	156,763	161,299	163,749
Parking Facilities	9,520	10,535	10,402	5,766	13,468	12,119	13,095	12,903	14,443	16,121
Convention Center	6,764	7,513	6,788	4,221	6,693	7,381	9,428	7,443	11,336	7,542
General Aviation	2,042	2,133	2,112	1,444	2,043	2,067	2,871	2,183	5,691	2,112
Municipal Golf	6,367	5,270	5,990	2,760	5,392	5,509	5,759	5,864	5,754	5,001
Stormwater Management	37,796	8,412	9,686	5,691	11,305	11,455	11,200	11,187	10,613	16,603
Subtotal business-type activities program revenues	188,971	156,601	170,849	85,024	180,538	182,854	196,710	196,343	209,136	211,128
Total primary government program revenues	\$ 425,360	\$ 366,456 \$	\$ 388,746 \$	\$ 175,879 \$	\$ 419,393 \$	439,198 \$	394,879 \$	376,983 \$	409,721 \$	415,249

Note: The City of Cincinnati Changed fiscal years in 2013. The information for the 2013 fiscal year represents six months of information for the period ending June 30, 2013.



City of Cincinnati Financial Trends Information Schedule 6

Total Revenue by Source, Governmental Funds (Modified Accrual Basis)
Last Ten Fiscal Periods
(Amounts in Thousands)

	Taxes	Lic Pe	Licenses and Permits	Mon Pro	Use of Money and Property	Special Assessments	ial nents	Inter- Governmental Revenues	_	Grants and Subsidies	ပည်ဖ	Charges or Current Services		Misc	١.	Total
↔	359,559	↔	11,218	↔	43,935	↔	5,416	\$ 75,139	8	75,066	s	35,015	69	35,753	69	641,101
	377,508		11,313		38,047		4,993	71,506		80,332		35,007		35,419		654,125
	379,467		10,624		37,099		5,058	90,255		76,279		37,738		34,839		671,359
	190,262		6,071		13,488		3,128	29,442		37,961		18,461		18,791		317,604
	409,624		14,041		44,654		6,061	55,963		79,213		40,675		47,628		697,859
	421,178		15,078		39,960		6,376	54,187		90,659		48,551		47,151		723,140
	440,768		14,781		50,051		5,398	57,413		57,830		53,926		48,911		729,078
	439,212		17,024		38,085		6,739	51,444		41,091		52,261		62,719		708,575
	446,981		18,639		42,071		6,938	48,614		40,973		61,924		62,834		728,974
	462,471		21,857		53,033		6,814	50,063		48,081		59,594		67,332		769,245
hange 010-2019	28.6%		94.8%		20.7%		25.8%	-33.4%	.0	-35.9%		70.2%		88.3%		20.0%

Fiscal	_	Income	ц.	roperty	Αq	Admissions	ő	Occupancy	•	Тах
Year		<u>a</u> X		ax -		_ax		ax 	-	Kevenue
2010	↔	302,307	\$	51,070	s	4,175	↔	2,007	↔	359,526
2011		317,453		53,335		4,450		2,270		377,508
2012		322,526		49,995		4,616		2,330		379,467
2013		166,137		21,314		1,719		1,092		190,262
2014		344,688		56,953		5,278		2,705		409,65
2015		355,276		57,604		5,444		2,854		421,178
2016		371,435		59,379		6,585		3,369		440,768
2017		370,134		59,641		5,811		3,626		439,212
2018		374,663		62,831		5,797		3,690		446,98
2019		391,191		61.172		6.002		4.106		462.47



\$67,332

\$59,594 .\$48,081

\$50,063

Governmental Revenue 2019 (Amounts in Thousands)

\$6,814

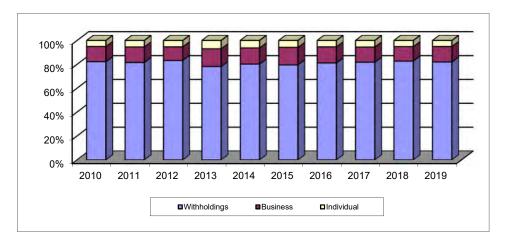
\$53,033

\$21,857\_

Change 2010-2019 29.4% 43.8% 104.6% 28.6% (1) Property Taxes include TIF service payments are now in Miscellaneous Revenue. (2) The City of Cincinnati changed fiscal years in 2013. The information for the 2013 fiscal year represents six months of information for the period ending June 30, 2013.

## City of Cincinnati Revenue Capacity Schedule 1 Income Tax Revenue Base and Collections (Cash Basis) Last Ten Fiscal Periods (Amounts in Thousands)

Tax		%		%			%	Gross				Net
Year	Individual	Total	Business	Total	Wi	thholding	Total	Receipts	F	Refunds	F	Receipts
2010	\$ 15,981	5.1%	\$ 40,236	12.7%	\$	259,652	82.2%	\$ 315,869	\$	12,955	\$	302,914
2011	17,855	5.4%	42,898	13.0%		268,318	81.5%	329,071		12,721		316,350
2012	17,705	5.3%	38,315	11.4%		278,910	83.3%	334,930		12,194		322,736
2013	12,819	6.9%	27,582	14.9%		144,553	78.2%	184,954		11,707		173,247
2014	22,225	6.3%	48,234	13.6%		284,804	80.2%	355,263		14,273		340,990
2015	21,429	5.8%	54,334	14.7%		294,043	79.5%	369,806		12,826		356,980
2016	20,818	5.3%	52,746	13.6%		315,677	81.1%	389,241		12,589		376,652
2017	21,349	5.5%	49,442	12.7%		317,513	81.8%	388,304		15,106		373,198
2018	20,422	5.2%	47,783	12.1%		326,447	82.7%	394,652		22,424		372,228
2019	21,160	5.1%	53,983	13.0%		340,774	81.9%	415,917		21,720		394,197



Note: 1. The income tax rate is 2.1%.

- 2. Minor differences between net receipts and Non-GAAP receipts are due to processing of City employee withholdings.
- 3. The City of Cincinnati changed Fiscal Years in 2013. The information for the 2013 Fiscal Year represents six months of information for the period ending June 30, 2013.

Source: Cincinnati Income Tax Division

City of Cincinnati Revenue Capacity Schedule 2 Income Tax Revenues Last Ten Fiscal Periods (Amounts in Thousands)

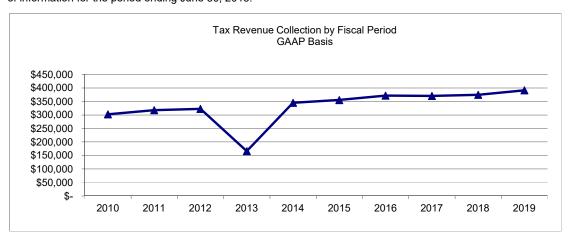
#### Non GAAP Budgetary Basis

Year	11	General Fund	Transit Fund	lr	nfrastructure Fund	 Capital Projects Fund	Total	% Inc(Dec) Prior Year
2010	\$	222,497	\$ 43,064	\$	14,355	\$ 21,532	\$ 301,448	-0.58%
2011		233,752	45,242		15,081	22,621	316,696	5.06%
2012		238,210	46,105		15,368	23,053	322,736	1.91%
2013		127,873	24,749		8,250	12,375	173,247	-46.32%
2014		251,683	48,713		16,238	24,356	340,990	96.82%
2015		261,848	50,680		16,893	25,340	354,761	4.04%
2016		277,673	53,743		17,914	26,872	376,202	6.04%
2017		274,312	53,093		17,698	26,546	371,649	-1.21%
2018		277,477	53,705		17,902	26,853	375,937	1.15%
2019		288,826	55,902		18,634	27,951	391,313	4.09%

#### **Modified Accrual Basis**

Year	General Fund	 Transit Fund	lı	nfrastructure Fund	Capital Projects Fund	 Total	% Inc(Dec) Prior Year
2010	\$ 223,130	\$ 43,187	\$	14,396	\$ 21,594	\$ 302,307	-0.45%
2011	234,311	45,350		15,117	22,675	317,453	5.01%
2012	238,054	46,075		15,359	23,038	322,526	1.60%
2013	122,624	23,734		7,912	11,867	166,137	-48.49%
2014	254,413	49,241		16,414	24,620	344,688	107.47%
2015	262,180	50,744		16,914	25,438	355,276	3.07%
2016	274,154	53,062		17,687	26,532	371,435	4.55%
2017	273,194	52,877		17,626	26,437	370,134	-0.35%
2018	276,537	53,523		17,841	26,762	374,663	1.22%
2019	288,736	55,884		18,628	27,943	391,191	4.41%

Note: The City of Cincinnati changed Fiscal Years in 2013. The information for the 2013 Fiscal Year represents six months of information for the period ending June 30, 2013.



#### City of Cincinnati Revenue Capacity Schedule 3

#### Assessed Valuations and Estimated True Values Last Ten Fiscal Periods

#### **Assessed Valuations**

Collection Year	Real Property	Public Utility Property	Tangible Personal Property	Total	Direct Tax Rate
2010	\$ 5,653,703,070	\$ 270,947,630	\$ 15,462,590	\$ 5,940,113,290	9.82
2011	5,548,127,850	279,408,310	15,462,590	5,842,998,750	10.07
2012	5,047,722,430	295,612,690	-	5,343,335,120	10.50
2013	4,960,616,820	313,437,020	-	5,274,053,840	10.85
2014	4,896,185,150	351,462,760	-	5,247,647,910	12.20
2015	4,946,475,290	385,238,120	-	5,331,713,410	12.10
2016	4,987,699,590	397,886,050	-	5,385,585,640	12.10
2017	5,010,624,630	439,985,370	-	5,450,610,000	12.04
2018	5,313,434,440	457,626,470	-	5,771,060,910	12.04
2019	5,261,461,220	472,306,030	-	5,733,767,250	12.42

The current assessed valuation for collection year 2019 is computed at approximately the following percentages of estimated true value:

real property - 35%; public utilities, tangible personal property machinery and equipment, and inventory - various.

For real property, the estimated true values for the last ten years are computed as follows:

Collection Year	Estimated True Values	Year	Estimated True Values
2010 \$	16,971,752,257	2015 \$	15,233,466,886
2011	16,694,282,143	2016	15,387,387,543
2012	15,266,671,771	2017	15,573,171,429
2013	15,068,725,257	2018	16,488,745,457
2014	14,993,279,743	2019	16,382,192,143

For public utility property and tangible personal property, the City is not able to calculate estimated true values for the last ten years because the tangible personal property components (machinery and equipment, and business inventory) have been assessed over the years at different percentages.

### City of Cincinnati Revenue Capacity Schedule 4 Real Property Assessed Valuation By Type of Property Last Seven Collection Years

Collection <u>Year</u>	<u>Agricultural</u>	Commercial		Industrial	Residential	<u>Utilities</u>
2013	\$ 1,056,000	\$ 1,635,350,450	\$ 2	261,206,740	\$ 3,055,938,780	\$ 7,064,850
2014	1,056,000	1,590,304,540	2	254,396,760	3,042,910,120	7,517,730
2015	1,135,000	1,594,763,700	2	242,587,690	3,100,151,250	7,837,650
2016	1,066,920	1,627,705,720	2	240,396,160	3,111,013,670	7,517,120
2017	1,114,980	1,638,859,570	2	238,335,820	3,122,082,870	10,231,390
2018	1,228,660	1,705,982,070	2	236,461,380	3,359,714,230	10,048,100
2019	1,065,470	1,642,319,980	2	233,670,980	3,374,628,630	9,776,160

Note: Rates are expressed as dollars of tax per thousand dollars of taxable valuation.

Source: Hamilton County Auditor's Office

#### City of Cincinnati Revenue Capacity Schedule 5

#### Property Tax Rates - Direct and Overlapping Governments Last Ten Fiscal Periods

Assessed Year	Collection Year	City Levy General Fund	Debt Service	School Levy	County Levy	Total Levy	Residential Effective Millage	Commercial Effective Millage
2009 for	2010	\$4.46	\$5.36	\$67.87	\$21.48	\$99.17	\$66.67	\$77.44
2010 for	2010	4.60	ψ5.50 5.47	68.54	21.48	100.09	67.82	79.88
2011 for	2012	4.60	5.90	70.76	21.06	102.32	73.67	84.72
2012 for	2013	4.60	6.25	71.34	21.06	103.25	74.81	86.34
2013 for	2014	5.70	6.50	71.49	21.06	104.75	76.51	88.19
2014 for	2015	5.60	6.50	70.65	20.88	103.63	75.20	87.94
2015 for	2016	5.60	6.50	70.15	20.88	103.13	74.80	87.64
2016 for	2017	5.54	6.50	77.91	20.88	110.83	82.72	95.40
2017 for	2018	5.54	6.50	77.23	21.19	110.46	80.63	93.48
2018 for	2019	5.16	7.26	76.61	24.17	113.20	83.44	96.52

Note: Rates are expressed as dollars of tax per thousand dollars of taxable valuation.

Source: Hamilton County Auditor's Office

#### City of Cincinnati Revenue Capacity Schedule 6 Principal Property Taxpayers Prior Calendar Year and Nine Years Ago

		2	2018				2009	
		Taxable Assessed		Percentage of Total Assessed		Taxable Assessed		Percentage of Total Assessed
Taxpayer		Value	Rank	Value		Value	Rank	Value
Duke Energy	\$	478,103,880	1	8.34%	\$	273,503,210	1	4.60%
City of Cincinnati	•	101,440,490	2	1.77%	,	93,903,310	2	1.58%
The Procter and Gamble Co		53,216,680	3	0.93%		59,104,370	3	1.00%
Fifth Third Bank		31,866,040	4	0.56%		21,799,510	8	0.37%
Acabay Atrium Two L P		19,925,860	5	0.35%				
Regency Centers LP		19,590,580	6	0.34%		19,619,800	9	0.33%
Hertz Center		16,992,830	7	0.30%				
CVG Partners LLC		16,197,550	8	0.28%				
PNC Center Associates LLC		15,447,310	9	0.27%				
Cincinnati Fifth Street Hotel LLC		13,492,690	10	0.24%				
Columbia Development						24,239,670	7	0.41%
Carew Realty Inc						29,263,860	4	0.49%
Cincinnati Bell						27,292,680	5	0.46%
Ohio Teachers Retirement System						24,325,000	6	0.41%
580 Walnut Street						15,462,840	10	0.26%
Total	\$	766,273,910	-	13.38%	\$	588,514,250		9.92%
Total Assessed Value	\$	5,733,767,250			\$	5,940,113,290		

Source: Hamilton County Auditors' Office

#### Note:

- 1. Assessed Valuation is based on both the personal and real property valuation of the largest property holder in the city.
- 2. The total assessed valuation figure is the 2017 valuation for 2018 real property tax collections.

#### City of Cincinnati Revenue Capacity Schedule 7 rty Tax Levy and Colle

#### Property Tax Levy and Collections Last Ten Fiscal Periods (Amounts in thousands)

Collection Year	1	Net Гах Levy	Current ollections	Percentage of Current Collections to Net Levy	Prior Year Collections	С	Total ollections	Percentage of Total Collections to Net Levy
2010	\$	58,408	\$ 52,764	90.34%	\$ 2,769	\$	55,533	95.08%
2011		59,552	54,285	91.16%	3,389		57,674	96.85%
2012		55,746	51,524	92.43%	3,128		54,652	98.04%
2013		57,407	53,678	93.50%	2,499		56,177	97.86%
2014		59,073	55,525	94.00%	2,548		58,073	98.31%
2015		58,911	56,245	95.47%	2,476		58,721	99.68%
2016		59,415	56,877	95.73%	2,387		59,264	99.75%
2017		59,798	57,220	95.69%	1,986		59,206	99.01%
2018		63,338	60,313	95.62%	2,249		62,562	98.78%
2019		64,662	62,174	96.15%	2,482		64,657	99.99%

Note 1: Collections (2010 - 2019) have been reduced for State reimbursements of personal property tax that had been included in prior year amounts. These amounts are included in intergovernmental revenues.

Note 2: The information presented in this chart is based on collection years from January 1 through December 31.

City of Cincinnati
Revenue Capacity
Schedule 8
Water Works
Top Ten Retail Customer Data

		TOTAL	TOTAL			
RANK	NAME OF CUSTOMER	CONSUMPTION,	CONSUMPTION,	PERCENT OF		PERCENT OF
		HUNDREDS OF	THOUSANDS	TOTAL	TOTAL	TOTAL
		CUBIC FEET	OF GALLONS	CONSUMPTION	CHARGES	CHARGES
_	University of Cincinnati	595,989	445,800	1.27%	\$1,122,032	0.73%
7	Children's Hospital	335,575	251,010	0.71%	\$714,615	0.47%
က	Procter and Gamble	220,096	164,632	0.47%	\$475,644	0.31%
4	CCB CC Operaton (Coca Cola)	198,942	148,809	0.42%	\$410,156	0.27%
2	Rhodia Inc	198,829	148,724	0.42%	\$413,659	0.27%
9	Samuel Adams Brewing	177,713	132,929	0.38%	\$369,344	0.24%
7	John Morrell Co	159,082	118,993	0.34%	\$414,215	0.27%
∞	Cinergy Solutions	138,684	103,736	0.30%	\$375,203	0.24%
6	Flint Ink	118,034	88,289	0.25%	\$307,307	0.20%
10	Two Holdings	115,331	86,268	0.25%	\$287,997	0.19%
	Total - Top Ten Retail Users	2,258,275	1,689,190	4.80%	\$4,890,172	3.18%
	TOTAL - Top 75 Users	18,326,539	13,708,251	38.99%	\$38,622,581	25.15%
	TOTAL - System	47,008,627	35,162,453	100.00%	\$153,594,559	100.00%

## City of Cincinnati Revenue Capacity Schedule 9 Water Works Historical and Projected Water System Pumpage

Year	Total Pumpage (MG)	Average Day MGD	Maximum Day MGD	System's Rated Pumpage Capacity MGD	Maximum Daily Pumpage as % of Capacity
2010	47,328.971	129.7	188.6	260	72.54%
2011	44,396.749	121.6	206.3	260	79.36%
2012	45,233.283	123.6	230.3	260	88.56%
2013	20,559.715	113.6	168.6	260	64.85%
2014	43,838.631	120.1	157.4	260	60.54%
2015	43,024.976	117.9	164.0	260	63.08%
2016	42,794.941	116.9	159.0	260	61.15%
2017	43,859.083	120.2	174.9	260	67.27%
2018	44,184.229	121.1	157.2	260	60.48%
2019	43,165.940	118.3	183.4	260	70.54%

MG - Million Gallons MGD - Million Gallons per Day

#### City of Cincinnati Revenue Capacity Schedule 10 Water Works Accounts Receivable

Year	N	et Water Sales	Cash Collecte Year for Curre Years' S	ent & Prior	Percentage of Sales Collected
2010	\$	113,698,642	\$	112,744,685	99.16%
2011		107,523,801		107,944,056	100.39%
2012		120,698,632		119,918,322	99.35%
2013		54,935,164		53,572,641	97.52%
2014		121,681,377		120,831,281	99.30%
2015		122,528,705		123,427,760	100.73%
2016		123,267,753		126,500,526	102.62%
2017		137,388,118		136,007,720	99.00%
2018		148,070,537		147,519,014	99.63%
2019		145,276,539		145,313,037	100.03%
	\$	1,195,069,268	\$ 1	1,193,779,042	99.89%

Note: The City of Cincinnati Changed fiscal years in 2013. The information for the 2013 fiscal year represents six months of information for the period ending June 30, 2013.

City of Cincinnati
Debt Capacity Information
Schedule 1
Ratios of Outstanding Debt by Type
Last Ten Fiscal Periods
(Amount in Thousands)

\$ 2,847 2,636 0 \$ 12,887 2,425 0 12,817 2,320 11,952 2,109 11,643 4,444 5 11,643 4,003 18,879 3,715 12,441 \$ 5,389 3,427 11,516 5,225 3,139	7,000 95,715 93,946 \$ 7,500 90,023 94,044 94,044 14,725 92,118 11,100 11,100 11,100 11,000 11		\$ 22.500 \$ 77,000 \$ 94,595 \$ 94,225 \$ 92,248 \$ 113,444 \$ 82,159 \$ 11,259 \$
\$ 27.52		\$ 7,500 7,500 14,725	22,500 \$ 77,000 17,000 95,715 34,595 93,946 \$ 7,500 \$ 69,275 93,418 7,500 51,050 90,023 73,144 84,044 34,225 126,534 14,725 29,248 132,118 52,159 126,099 61,259 126,099 \$ 401,100 448,865 519,060 518,092
\$ 5,389 5,225		\$ 7,500 \$ 7,500 \$ 14,725	\$5,715 93,946 \$ 7,500 \$ 93,418 7,500 90,023 84,044 126,534 121,415 121,415 126,099 \$401,100 448,865 519,060 518,092 496,570
\$ 5,389 5,225		\$ 7,500 \$ 7,500 \$ 14,725	\$3,946 \$ 7,500 \$ 93,418 7,500 \$ 90,023 8,0044 126,534 14,725 121,415 126,099 126,099 \$ 498,865 519,060 518,092 496,570
\$ 5,389 5,225	12.81 11.95 11.64 11.87 12.44 11.51 11.51	7,500	\$3,418 7,500 90,023 84,044 126,534 132,118 121,415 126,099 448,865 519,060 518,092 496,570
\$ 5,225 5,225	36, 1, 1 49, 1, 1 78, 81 1, 2, 4, 5, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,	14,725	90,023 84,044 126,534 14,725 121,415 121,415 126,099 448,865 519,060 518,092 496,570
\$ 5,389	6 6 8 2 1 L 8 2 4 C	14,725	\$4,044 126,534 132,118 121,415 126,099 \$ 401,100 448,865 519,060 518,092 496,570
\$ 5,389 5,225	1, 2, 2, 2, 1, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2,	14,725	126,534 14,725 132,118 121,415 126,099 448,865 519,060 518,092 496,570
\$ 5,389	2 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		\$ 401,100 448,865 519,060 518,092 496,570
\$ 5,389 5,225	4.21 6.		\$ 401,100 519,060 518,092 518,092 5496,570
5,225	<u>ተ</u> የ		\$ 401,100 448,865 519,060 518,092 496,570
		01,100 48,865 19,060 18,092 96,570 74,009	
		01,100 48,865 119,060 118,092 96,570 74,009	
\$ 8,271		48,865 119,060 118,092 96,570 74,009	448.865 519,060 518,092 496,570
10,321		119,060 118,092 96,570 74,009	519,060 518,092 496,570
17,790		18,092 96,570 74,009	518,092 496,570
30,445		.96,570 74,009	496,570
39,920		.74,009	
45,882			4/4,009
44,851		04,232	504,232
42,485		78,479	578,479
45,290		44,380	544,380
47,		,21,878	521,878
			Total Primary Governmental Activates
\$ 11,118		78,100	\$ 22.500 \$ 478.100
		44,580	17,000
	\$ 12,887	\$ 2,500 \$	613,006 \$ 7,500 \$
	12.817	7,500	7,500
	11,952		586,593
	11,643		558.053
	11,643	14.725	630.766 14.725
	18,879		710,597
\$ 5,389	12,44		665,795
5,225	11,5	47,977	

(1) The City of Cincinnati changed fiscal years in 2013. The information for the 2013 fiscal year represents six months of information for the period ending June 30, 2013. (2) Cincinnati MSA personal income per capita is from Demographic and Economic Information Schedule 1.

#### City of Cincinnati Debt Capacity Information Schedule 2

#### Ratio of Net General Bonded Debt To Assessed Value and Net Bonded Debt Per Capita Last Ten Years

Fiscal Year	General Obligation Bonds (Note 1)	Less: Amounts Available for Debt Service (Note 2)	Net Bonded Debt	Assessed Value	Population	Ratio of Net Bonded Debt To Assessed Value	Net Bonded Debt per Capita
2010 \$	421,665,000	\$ 50,548,000	\$ 371,117,000	\$ 5,940,113,290	332,252	113.62%	\$ 1,269
2011	428,445,000	81,090,000	347,355,000	5,827,536,160	296,943	123.34%	1,443
2012	495,020,000	76,846,000	418,174,000	5,343,335,120	296,223	118.38%	1,671
2013	494,663,000	90,078,000	404,585,000	5,274,053,840	296,550	122.26%	1,668
2014	543,804,000	108,575,000	435,229,000	5,247,647,910	296,550	124.95%	1,834
2015	494,178,000	99,091,000	395,087,000	5,331,713,410	297,517	125.08%	1,661
2016	600,474,000	116,003,000	484,471,000	5,385,585,640	298,550	123.94%	2,011
2017	605,587,000	102,507,000	503,080,000	5,450,610,000	298,800	120.38%	2,027
2018	577,306,000	107,049,000	470,257,000	5,771,060,910	301,301	122.76%	1,916
2019	563,577,000	118,437,000	445,140,000	5,733,767,250	302,605	126.61%	1,862

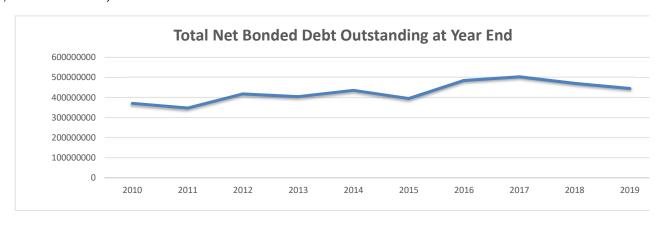
Note 1 - This is general bonded debt of both governmental activities and business-type activities, net of premiums and discounts.

Note 2 - This is the amount restricted for debt service principal payments.

### City of Cincinnati Debt Capacity Information Schedule 3 Computation of Direct and Overlapping Debt June 30, 2019

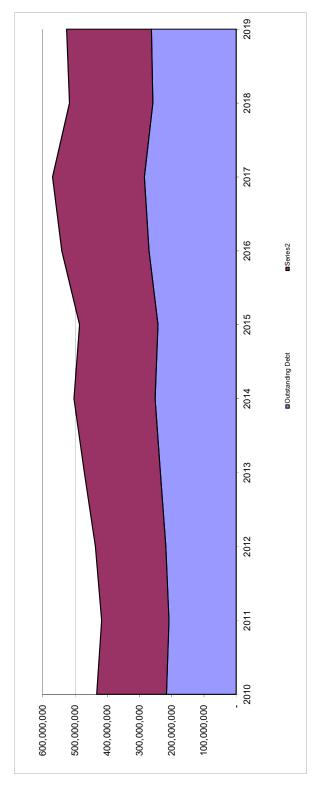
		Assessed Valuation (a)	Total Direct Debt		Percent Overlapping	Net Tax Supported Overall Debt
<u>Direct:</u> City of Cincinnati	\$	5,733,767,250	\$ 769,889,000		100 %	\$ 769,889,000
Overlapping: Board of Education - Cincinnati City	,					
School District	t	6,428,985,790	308,460,000	(b)	89.19%	275,103,711
Hamilton County		19,445,824,730	101,576,478	(a)	29.49%	29,950,691
Subtotal			410,036,478			 305,054,402
Total			\$ 1,179,925,478			\$ 1,074,943,402

(a) Source: Hamilton County Auditor's Office (b) Source: Cincinnati City School District



City of Cincinnati
Debt Capacity Information
Schedule 4
Legal Debt Margin
For the Last Ten Fiscal Periods

O Control of the Control of Co.	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
of Assessed Valuation	\$ 623,711,895	\$ 611,891,297	\$ 561,050,188	\$ 623,711,895 \$ 611,891,297 \$ 561,050,188 \$ 553,797,707 \$ 551,003,031 \$ 559,829,908 \$ 565,486,492 \$ 550,200,000 \$ 605,961,396 \$ 602,045,561	\$ 551,003,031	\$ 559,829,908	\$ 565,486,492	\$ 550,200,000	\$ 605,961,396	\$ 602,045,561
Net Debt Within 10.5% Limitation	216,595,000	208,770,000	218,525,000	235,505,000	251,690,000	243,044,080	270,615,000	284,974,000	258,686,000	263,166,000
Legal Debt Margin Within 10.5% Limitation	\$ 407,116,895	407,116,895 \$ 403,121,297 \$ 342,525,188	\$ 342,525,188	\$ 318,292,707 \$ 299,313,031 \$ 316,785,828 \$ 294,871,492 \$ 265,226,000 \$ 347,275,396 \$ 338,879,561	\$ 299,313,031	\$ 316,785,828	\$ 294,871,492	\$ 265,226,000	\$ 347,275,396	\$ 338,879,561
Net Debt Percentage of 10.5% Limitation	34.73%	34.12%	38.95%	42.53%	45.68%	43.41%	47.86%	51.79%	42.69%	43.71%
Ilminotal Dob+1 imitation E E0/	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
of Assessed Valuation	\$ 326,706,231 \$ 320,514,488		\$ 293,883,432	\$ 290,084,513	\$ 288,620,635	\$ 293,244,238	\$ 296,207,210	\$ 288,200,000	\$ 317,408,350	\$ 315,357,199
Net Debt Within 5.5% Limitation	216,595,000	208,770,000	218,525,000	235,505,000	251,690,000	243,044,080	270,615,000	284,974,000	258,686,000	263,166,000
Legal Debt Margin Within 5.5% Limitation	\$ 110,111,231 \$ 111,744,488 \$	\$ 111,744,488	\$ 75,358,432	\$ 54,579,513 \$	\$ 36,930,635	\$ 50,200,158	\$ 25,592,210 \$	3,226,000	↔	58,722,350 \$ 52,191,199
Net Debt Percentage of 5.5% Limitation	66.30%	65.14%	74.36%	81.18%	87.20%	82.88%	91.36%	98.88%	81.50%	83.45%



#### City of Cincinnati **Debt Service Capacity** Schedule 5

#### **Revenue Bonds Debt Service Coverage** Last Six Fiscal Years<sup>1</sup>

Economic Development Revenue Bonds<sup>2</sup>

				Dedi	cated Economic	Sp	ecial Funds <sup>3</sup>			
Fiscal		Maximum Annual		Dev	elopment Fund		+	Max	imum Annual	
Year	Special Funds <sup>3</sup>	Debt Service⁴	Coverage		(DEDF)		DEDF	De	ebt Service <sup>4</sup>	Coverage
2014	\$ 17,090,510	\$ 8,270,572	2.07	\$	2,000,000	\$	19,090,510	\$	8,270,572	2.31
2015	19,378,983	8,741,704	2.22		2,000,000		21,378,983		8,741,704	2.45
2016	19,995,515	10,197,363	1.96		2,000,000		21,995,515		10,197,363	2.16
2017	22,800,941	10,786,342	2.11		2,000,000		24,800,941		10,786,342	2.30
2018	23,671,463	10,786,342	2.19		2,000,000		25,671,463		10,786,342	2.38
2019	27,197,986	11,689,396	2.33		2,000,000		29,197,986		11,689,396	2.50

<sup>&</sup>lt;sup>1</sup>The City changed reporting periods from a calendar year to a June 30th fiscal year, with the first full fiscal year ended June 30, 2014. This schedule will continue to build out prospectively until ten full fiscal years are available.

#### Includes:

Urban Renewal Revenue Bonds, Series 1990A - One Gateway Project

Economic Development Revenue Bonds, Series 1996 - Cincinnati Development Group LLC - Fountain Square West Project

Economic Development Revenue Bonds, Series 1998 - Convention Place Mall Project - RSJJ Investments Limited

Economic Development Revenue Bonds, Series 2002 - Saks Fifth Avenue Inc. & Race Street Development LTD

Economic Development Revenue Bonds, Series 2003 - Convergys Corporation Project

Economic Development Revenue Bonds, Series 2007 - Convergys Corporation Project

Economic Development Revenue Bonds, Series 2008A - The Keystone Project

Economic Development Revenue Bonds, Series 2008B - Baldwin 300 Project Economic Development Revenue Bonds, Series 2008C - Madison Circle Project

Recovery Zone Facilities Bonds, Series 2009A - Graeter's Manufacturing Facility

Economic Development Revenue Bonds, Series 2009B - Columbia Square

Economic Development Revenue Bonds, Series 2011A - USquare Project

Economic Development Revenue Bonds, Series 2012A - Convergys Corporation Project

Non-Tax Revenue Pledge- State Infrastructure Bank Revenue Bonds, Series 2014A - Keystone Park Phase 2

Non-Tax Revenue Pledge- State Infrastructure Bank Loan, Series 2014L - Keystone Park Phase 2

Non-Tax Revenue Pledge- HUD 108 Loan, 2015 - Men's Shelter

Economic Development Revenue Bonds, Series 2015A - Jordan Crossing Redevelopment Project

Economic Development Revenue Bonds, Series 2015B - The Mercer Commons Phase 2 Project

Economic Development Revenue Bonds, Series 2015C - Seymour Plaza Redevelopment Project

Economic Development Revenue Bonds, Series 2015D - McMillian Redevelopment Project

Economic Development Revenue Bonds, Series 2015E - Incline District Parking Garage Project

Economic Development Revenue Bonds, Series 2015F - Avondale Blight Removal Phase 1 Project (Federally Taxable)

Economic Development Revenue Bonds, Series 2015G - Evanston Commercial Redevelopment Project (Federally Taxable)

Economic Development Revenue Bonds, Series 2015H - Walnut Hills Development Project (Federally Taxable)

Economic Development Revenue Bonds, Series 2016A - Vernon Manor II Project

Economic Development Revenue Bonds, Series 2016B - Keystone Park Phase III Project

Economic Development Revenue Bonds Refunding, Series 2016C - The Keystone Project

Economic Development Revenue Bonds Refunding, Series 2016D - Baldwin 300 Project

Economic Development Revenue Bonds Refunding, Series 2016E - Madison Circle Project

Economic Development Revenue Bonds, Series 2016F - OTR Arts Improvements Project Economic Development Revenue Bonds Refunding, Series 2016G - Columbia Square Project

Economic Development Revenue Bonds, Series 2018A - OTR Arts Improvements Project

Economic Development Revenue Bonds, Series 2018B - Industrial Site Redevelopment Project (Federally Taxable)

Economic Development Revenue Bonds, Series 2018C - Hudepohl Brewery Remediation Project (Federally Taxable)

Economic Development Revenue Bonds, Series 2018D - East Price Hill Revitalization Project

<sup>&</sup>lt;sup>2</sup>The City's Economic Development Revenue Bonds (EDRBs) are issued pursuant to the Trust Agreement, dated as of May 1, 1996, as amended and supplemented (the "EDRB Trust Agreement"), between the City and The Bank of New York Mellon Trust Company, N.A. (as successor trustee to Fifth Third Bank), as trustee. In accordance with the applicable Undertakings related to its EDRBs, the City is required to provide updates on the historical debt service coverage provided by the Special Funds, which appears in the Official Statements related to such EDRBs. In Fiscal Year 2019, the City has updated Schedule 5 to comply with the debt service coverage requirements of the EDRB Trust Agreement.

<sup>&</sup>lt;sup>3</sup>"Special Funds" means all revenues received by the City under the revenue items designated as Fines, Forfeitures & Penalties and License & Permit Fees in the annual City appropriation ordinance; Pledged Revenues with respect to the 2009A Bonds not included.

<sup>&</sup>lt;sup>4</sup>Refers only to all Bonds Outstanding as of the end of the applicable Fiscal Year.

### City of Cincinnati Bond Retirement Fund Balance, Southern Railway Revenue and Capital Improvement Plan Debt Capacity Schedule 6

#### **Last 6 Fiscal Years**

	Bond	Southern
	Retirement	Railway
<u>Year</u>	Fund Balance	Revenue
2014	\$ 66,531,901	\$ 20,734,726
2015	63,225,579	21,017,620
2016	79,737,239	21,360,330
2017	70,079,362	21,623,023
2018	70,831,277	21,967,020
2019	67,773,961	22,382,999

#### Projected 5 year plan<sup>1</sup> (Amounts in Thousands)

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>Total</u>
CIP Budget	\$63,505	\$63,272	\$60,992	\$60,715	\$64,940	\$ 313,424
Property Tax Supported Debt	23,000	26,500	26,500	26,500	31,000	133,500
%Debt	36.22%	41.88%	43.45%	43.65%	47.74%	42.59%

<sup>&</sup>lt;sup>1</sup>Ordinance 126-2019, approved by City Council on April 24, 2019, authorizes the issuance of \$7.6m in property tax supported debt for street improvements related to the Columbia Parkway Hillside Stabilization project. This debt was approved outside of the FY 2020 CIP process and is not included in the reported figures.

299

City of Cincinnati
Debt Capacity
Schedule 7
Water Works
Historical Financial Operations
(Amounts in Thousands)

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Operating Revenue Total Operating Revenue	\$125,287	\$120,682	\$135,384	\$ 68,947	\$ 142,316	\$142,085	\$147,748	\$ 156,760	\$161,835	\$ 158,897
Operating Expense:										
Personal Services	58,805	47,129	43,050	23,440	47,074	35,392	49,452	47,420	45,282	48,307
Contractual Services	8,628	8,329	7,766	3,999	8,330	9,077	8,242	9,849	10,071	12,256
Maintenance and Repair	3,980	4,536	3,813	1,863	4,825	4,877	5,150	5,165	4,585	4,031
Materials and Supplies	8,007	8,976	8,756	4,715	9,250	8,713	9,255	9,535	9,461	9,125
Utilities	11,427	7,530	7,732	4,037	8,882	8,614	7,244	7,674	8,719	8,106
Insurance	121	121	142	69	157	က	155	144	181	251
Taxes	9	က	5	2	1	က	2	4	ဇ	_
Rent	1,302	1,252	2,211	662	1,428	1,500	1,649	3,086	2,413	2,861
Other	630	328	2,355	3,153	1,812	218	453	548	559	2,083
Depreciation and Amortization Expense	24,206	24,832	23,432	11,086	22,521	23,472	26,310	25,797	26,567	26,476
Amortization Mason Agreement	84	88	92	48	66	104	110	115	121	127
Net Pension Expense								(908'96)	(39,801)	3,856
Net Other Postemployment Benefit Expense									(4,405)	(726)
Total Operating Expense	117 196	103 124	99 354	53 074	104 389	91 973	108 022	12 531	63 756	116 754
					0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0			) (		
Operating Income	8,091	17,558	36,030	15,873	37,927	50,112	39,726	144,229	98,079	42,143
Non-Operating Revenue (Expenses):										
Capital Contribution	3,039	3,304	3,385	302	2,002	4,199	7,962	1,481	488	5,350
Gain (Loss) on Disposal of Fred Assets Gain on Sale of Inventory	(020,1)	(629)	(၁၄၅)	f)	(016,1)	(657)	(77)	(000)	5 4	(060)
Transfers In(Out)		131	(47)	:	(200)			(146)	(27)	(118)
Interest Revenue	2,560	2,309	1,981	(1,020)	2,417	1,555	2,482	664	2,202	7,080
Build America Bond Subsidy	1,701	1,701	1,701	777	1,579	1,577	1,586	1,584	1,589	1,596
ourgement aymons Interest Expense	(12,695)	(14,909)	(16,358)	(9,823)	(18,339)	(17,889)	(17,472)	(13,464)	(14,158)	(19,810)
Total Non-Operating Revenue (Expense):	(6,715)	(8,293)	(10,176)	(9,768)	(14,751)	(10,851)	(10,857)	(10,434)	(9,803)	(6,792)
Net Income	\$ 1,376	\$ 9,265	\$ 25,854	\$ 6,105	\$ 23,176	\$ 39,261	\$ 28,869	\$ 133,795	\$ 88,276	\$ 35,351

Note: The City of Cincinnati changed fiscal year in 2013. The information for 2013 fiscal year represents six months of information for the period ending June 30, 2013.

#### Greater Cincinnati Water Works Projected Operating Results Debt Capacity Schedule 8

Amounts in Thousands) Description			2020		2021		2022		2023		2024		2025
Metered Water Sales			2020		2021		<u> 2022</u>		2023		2024		<u>2023</u>
Revenue Under Existing R	ntec	\$	150,838	¢	150,838	¢	150,838	\$	150,838	¢	150,838	\$	150,838
Indicated Revenue Increa		Ф	130,636	Φ	130,636	φ	130,636	Φ	130,030	Φ	150,656	Φ	130,030
Month - Year	Revenue Increase												
January 2020	3.75%		2,828		5,656		5,656		5,656		5,656		5,656
January 2021	3.75%		2,020		2,934		5,869		5,869		5,869		5,869
January 2022	4.00%				2,75		3,247		6,495		6,495		6,495
January 2023	4.00%						3,217		3,377		6,754		6,754
January 2024	4.00%								5,577		3,512		7,024
January 2025	4.00%										-,		3,653
Water Sales Increase - C									(437)		(1,749)		(1,819)
Interest From Treasury Inv			1,475		1,250		1,050		1,050		1,050		1,050
Other Revenue (c)			10,550		10,761		10,976		11,196		11,420		11,648
Private Lead Service Line	Reimbursements		499		696		954		1,133		1,328		1,328
Direct Federal Cash Paymo	ent for Build America Bonds (d)		800										
Total Revenue			166,990		172,135		178,590		185,177		191,173		198,496
Operating & Maintenance	Expense (e)		91,434		93,262		95,128		97,030		98,971		100,950
Private Lead Service Line	Replacement		2,750		3,300		3,960		3,960		3,960		3,960
Net Revenue Available f	or Debt Service		72,806		75,573		79,502		84,187		88,242		93,586
Total Senior Lien Revenue	Bond Debt Service (f)		38,919		38,588		38,626		38,758		38,865		38,900
Future Senior Lien Revenu	ne Bond Debt Service (g)		1,072		1,838		3,188		4,538		6,001		7,463
Total Senior Lien Reven	ue Bond Debt Service		39,991		40,426		41,814		43,296		44,866		46,363
State of Ohio Issue 2 Mone			219		219		219		219		219		219
Ohio EPA Water Supply R	Revolving Loan (1.31%-3.25%)		3,953		3,953		3,953		3,953		3,953		3,953
Ohio EPA Water Supply R	Levolving Loan Future Years				896		1,378		1,380		1,382		1,334
Other Financing Require	ements		4,172		5,068		5,550		5,552		5,554		5,506
Total Debt Payments			44,163		45,494		47,364		48,848		50,420		51,869
Surplus (Deficit)			28,643		30,079		32,138		35,339		37,822		41,717
Total Bond Proceeds			50,000		,		55,000		,		60,000		,
LESS: Transfer to Other F	unds		ŕ		(6,700)		ŕ		(6,700)		ŕ		(6,700)
LESS: Capital Expenditure	es		(67,000)		(67,000)		(67,000)		(67,000)		(67,000)		(67,000)
ADD: Cash Inflows			24,020		9,726								
ADD: Adjustment Fund 3	12		2,251		2,604		3,006		2,827		2,632		2,632
Ending Balance Available	for Transfer		163,861		132,570		155,714		120,180		153,634		124,283
<b>Debt Service Coverage</b>													
Senior Bond Debt Service	Coverage		182%		187%		190%		194%		197%		202%
Total Bond Debt Service C			165%		166%		168%		172%		175%		180%
Days Cash on Hand	-		635		501		574		434		545		432
-													

#### Footnotes

- (a) Reflects the effect of timing of mid-year rate increases on the level of revenues received in the first year of each revenue adjustment.
- (b) Rate increases of 3.75% for FY20 and FY21 were approved on October 10, 2016. Increases for FY22 through FY24 are projected.
- (c) Other Revenues includes revenues other than water sales revenue such as meter application fees, meter repair and testing fees, expansion fees and sales of construction material.
- (d) The amount of federal subsidy with respect to the Series 2009B Bonds, which were issued as Direct Payment Build America bonds, is 35% of the interest with respect to such Series 2009B Bonds, less a 6.9% reduction as a result of federal sequestration through December 1, 2019.
- (e) Operating and Maintenance Expenses exclude Accrued Pension and OPEB Liabilities.
- (f) The Series 2009B Redemption Price to be paid on the Crossover Date and the interest due with respect to the Series 2016C Bonds to
- the Crossover Date is excluded. Cash flow reflects payments to the Trustee based on monthly 1/6 & 1/12 installments basis and is shown on a gross basis inclusive of BABs subsidy payments.
- (g) The assumptions for the proposed debt service with respect to future issues of Senior Bonds (30-year maturity) are as follows (in dollars, 000's omitted):

iscal Year	Proceeds	Reserv & Issua	Total Issue	Interest
2020	\$50,000	\$2,515	\$52,515	4.00%
2022	55,000	5,000	60,000	4.00%
2024	60,000	5,000	65,000	4.00%

City of Cincinnati
Debt Capacity
Schedule 9
Water Works
Senior Bonds and Senior Subordinated Debt Service Requirements

Total Senior Bonds Debt Service and Subordinated Bonds Debt Service	38, 238, 781 116, 153, 730 38, 244, 706 38, 244, 706 38, 244, 350 38, 244, 350 38, 242, 440 38, 242, 440 38, 242, 460 28, 922, 363 28, 922, 250 28, 922, 250 2	689,249,587
L S	φ	છ
Debt Service Series 2009A	\$ 2.948.863 3.865,431	\$ 6,814,294
<u>s</u>		11
Debt Service Build America Bonds Series 2009B*	4, 860, 614	85,225,921
Build	6	s
Debt Service Series 2011A	557,238 5,413,744 5,419,375 994,257 994,257 30,000 30,000 30,000 30,000 30,000 30,000 30,000	13,946,844
- "	ю <u> </u>	છ
Debt Service Series 2012A	2,240,481 2,226,119 2,228,139 2,229,1450 1,592,450 213,800 213,800 213,800 213,800 213,800 213,800 213,800 213,800 213,800 213,800 213,800 213,800 213,800 213,800	17,369,403
ق ۵	Ф	ક્ક
Debt Service Series 2015C	\$ 16,643,573 16,655,173 16,640,282 16,544,585 13,311,719	\$ 79,875,332
a m	550 550 550 550 550 550 550 550 550 550	175
Debt Service Series 2015B	3,578,650 3,578,650 3,578,650 7,390,900 7,390,900 21,742,400 13,672,025 13,672,025 5,011,275 5,011,275 5,011,000 5,033,700 5,033,700	106,294,075
Deb	9	\$
ice 5A	082.138 082.138 082.138 082.138 2.18.481 2.17.725 2.17.725 2.17.725 2.17.725 2.18.000 2.19.00	
Debt Service Series 2015A	2,082,138 2,082,138 2,082,138 2,082,138 3,218,481 3,218,105 3,217,725 3,217,725 3,217,725 3,218,600 3,218,	85,536,544
Se	v9	s
vice 116C	1,488,850 2,977,700 2,977,700 3,578,200 8,143,200 1,448,325 1,442,325 1,442,325 10,322,950 10,409,300 1,020,000 1,020,000	91,955,250
Debt Service Series 2016C	4.0.0.4.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0	91,98
ا ق ت	φ.	θ
rvice 016B	1,487,250 1,487,250 1,487,250 1,487,250 1,487,250 1,487,250 1,487,250 1,487,250 1,346,625 6,597,000 6,206,000 6,206,000 5,980,875	42,347,375
Debt Service Series 2016B	444447	
 		\$
Debt Service Series 2016A	250,000 250,00	50,794,750
Debt Serie	9	\$ 20
9 ₹	588,975 588,175 588,175 587,175 582,575 612,575 7723,575 7723,575 7723,575 7723,575 7723,575 7723,775 7723,775 7725 773,775 777,025 777,025 777,025 777,025	
Debt Service Series 2017A	2,588,575 2,588,575 2,586,7175 4,612,575 6,723,575 6,070,575 5,070	109,089,800
De	ø	
Fiscal Year	20 19 20 20 20 20 20 22 20 23 20 26 20 28 20 30 20 30	

\*This includes \$77,935,000 of crossover refunding debt. Crossover date is 12/1/19.

## City of Cincinnati Debt Service Capacity Schedule 10 Water Works Revenue Bonds Debt Service Coverage Last Ten Fiscal Years

Fiscal	Water Works	Debt Service				
Year	Revenue	Principal	Interest	Total	Coverage *	
2010	\$ 131,000,000	\$ 14,865,000	\$ 19,210,000	\$	34,075,000	1.20
2011	120,682,000	11,840,000	20,624,000		32,464,000	1.51
2012	139,066,000	17,700,000	22,837,000		40,537,000	1.61
2013#	68,947,000		12,005,000		12,005,000	2.49
2014	146,312,000	19,580,000	20,738,000		40,318,000	1.77
2015	145,217,000	20,620,000	24,345,000		44,965,000	1.64
2016	151,816,000	24,685,000	19,625,000		44,310,000	1.81
2017	159,008,000	26,310,000	20,222,000		46,532,000	1.64
2018	165,626,000	19,275,000	19,327,000		38,602,000	2.19
2019	165,292,000	19,837,000	18,524,000		38,361,000	2.03

<sup>#</sup> The City of Cincinnati changed fiscal years in 2013. The information for the 2013 fiscal year represents six months of information for the period ending June 30, 2013.

<sup>\*</sup> Excludes Non-Cash Expenses for Depreciation and Net Pension Liability and NOPEB Liability

<sup>\*\*</sup> Excludes the principal amount of the Crossover Refunded Series 2009B Bonds and cash defeasance of 2009A and 2011A Bonds

Excludes interest payable on the Series 2016C Bonds to the Crossover Date (December 1, 2019)

City of Cincinnati, Ohio Demographic and Economic Information Schedule 1 Population Statistics Last Ten Fiscal Periods

	% Unemployed	9.0	8.8	8.1	7.4	6.1	5.3	4.9	4.4	4.7	3.9	
	Cincinnati	163,800	143,800	141,100	142,300	144,500	145,700	144,500	145,500	149,600	151,500	
Estimates	Hamilton	438,500	406,900	400,000	403,300	407,400	411,500	408,500	429,461	412,200	427,800	
Civilian Labor Force Estimates	Cincinnati	1,130,200	1,099,600	1,089,300	1,098,100	1,087,900	1,093,400	1,101,900	1,126,709	1,136,600	1,154,300	
Civilian	ci d	5,935,250	5,806,000	5,748,000	5,766,000	5,758,000	5,783,000	5,810,000	5,884,933	5,799,600	5,807,800	
	United	153,893,000	153,617,000	154,975,000	155,389,000	156,997,000	158,283,000	158,880,000	162,892,043	160,818,740	162,981,000	
	Hamilton	\$ 45,852	46,881	49,413	50,235	51,211	52,081	53,456	56,931	Α	¥	
nal Income		\$ 39,673	46,881	43,454	43,923	45,926	47,254	48,668	51,536	Ϋ́Z	Ν	in millions)
Per Capita Personal Income	cido	36,162	37,836	39,289	40,865	42,571	43,566	44,876	46,732	48,739	ΑĀ	Personal Income (in millions)
Per C	United	\$ 39,937	41,560	42,693	44,543	40,652	41,902	49,571	43,075	51,640	NA	Perso
	Hamilton	801,948	800,362	802,038	804,520	806,631	807,598	809,099	813,822	816,684	N/A	
u	Cincinnati	2,132,415	2,138,038	2,128,603	2,134,109	2,149,971	2,159,329	2,161,441	2,179,082	2,190,209	A/N	
Population	cido	11,537,968	11,544,951	11,544,225	11,570,808	11,594,163	11,613,423	11,614,373	11,658,609	11,689,442	Y/A	
	United States	309,330,219	311,591,917	313,914,040	316,128,839	318,857,056	321,418,821	323,127,515	325,341,848	327,167,434	N/A	
•	>	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	

Hamilton County	\$ 36,770	37,522	39,631	40,415	41,293	42,060	43,252	46,331	₹	¥
Cincinnati MSA	\$ 84,600	87,485	92,497	93,882	96,671	101,960	105,372	112,301	Ϋ́	Ϋ́
Ohio	417,234	436,818	453,556	472,845	493,578	503,699	521,208	544,828	569,726	Ϋ́
United States	\$ 12,353,577 \$	12,949,905	13,401,869	14,081,282	14,708,582	15,401,900	15,893,200	16,364,400	17,813,035	Ą
Year	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019

Source: Ohio Department of Job and Family Services (Imi.state.oh.us/)
US Dept of Commerce, Bureau of Economic Commerce (www.bea.gov)
NCLS.org, National Unemployment rate
American Community Survey: https://facffinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t
https://facffinder.census.gov/faces/nav/jsf/pages/community\_facts.xhtm#
N/A = Not Available

### City of Cincinnati Demographic and Economic Information Schedule 2

# Ten Largest Employers In Cincinnati Primary Metropolitan Statistical Area Current Fiscal Year and Nine Years Ago

		2019			2010	
Employer	Number of Employees		Percentage of Total Employment	Number of Employees		Percentage of Total Employment
The Kroger Co	15,668	1	0.72%	17,000	1	0.80%
Cincinnati Children's Hospital Medical Center	15,661	2	0.72%	15,162	2	0.71%
Cincinnati/Northern Kentucky International Airport	13,678	3	0.62%	14,000	3	0.66%
TriHealth Inc.	12,500	4	0.57%	9,898	5	0.46%
UC Health	10,991	5	0.50%	12,057	4	0.57%
University of Cincinnati	10,798	6	0.49%			
Mercy Health	10,442	7	0.48%	7,300	8	0.34%
Procter & Gamble	10,000	8	0.46%			
General Electric	9,700	9	0.44%			
St. Elizabeth Healthcare	8,587	10	0.39%	8,550	6	0.40%
Archdiocese of Cincinnati				8,000	7	0.38%
Wal-Mart Stores				6,932	9	0.33%
St. Elizabeth Medical Center				6,839	10	0.32%
Total	118,025	_	5.39%	105,738	_	4.96%
Total Metropolitan Statistical Area	2,190,209			2,132,415		

Sources: Cincinnatiusa.com

Business Courier 2018-2019 Winter Book of Business Lists Data ranked by local employees as of July 2018 - per Book of Lists Data: City population USA metro Cincinnati, OH in KY

# City of Cincinnati, Ohio Demographic and Economic Information Schedule 3 Construction and Property Values

		Residential			tesidential		All T	
	Cons	truction (1)	Cons	truc	tion (1)	C	onstruc	ction (1)
	Number	Estimated	Number		Estimated	Numbe	er	Estimated
Fiscal	of	Cost	of		Cost	of		Cost
Year	Permits	(in thousands)	Permits		thousands)_	Permi		in thousands)
2010	85	\$ 14,304	76	\$	217,069	8	,958 \$	594,199
2011	90	28,403	43		126,318	9	,290	536,041
2012	83	34,675	43		66,630	9	,050	401,558
2013	59	12,374	21		53,526	4	,691	220,351
2014	90	21,427	38		197,818	9	,433	672,855
2015	123	31,292	73		273,559	9	,464	732,557
2016	136	39,519	55		183,075	10	,457	664,628
2017	183	54,518	51		154,892	11	,090	843,278
2018	133	42,388	76		282,897	10	,877	752,270
2019	110	37,972	65		256,023	10	,790	843,660
					Pro	operty Valu	ue (2)	
		Fiscal			Residential		. ,	sidential
		Year		(	(in thousands)	(	in thou	sands)
	•				,			,
		2010		\$	10,019,140		\$	6,134,297
		2011			9,937,060			5,914,734
		2012			8,789,921			4,118,106
		2013			8,734,271			5,441,937
		2014			8,696,913			5,292,777
		2015			8,860,818			5,275,211
		2016			8,888,610			5,361,960
		2017			8,920,237			5,395,834
		2018			9,599,184			5,582,058
		2019			9,641,796			5,390,950

Note: The City of Cincinnati changed fiscal year in 2013. The information for 2013 fiscal year represents six months of information for the period ending June 30, 2013.

Source: (1) The City's Department of Buildings and Inspections' records

(2) Values obtained from the Hamilton County Auditor's Office

# City of Cincinnati, Ohio Demographic and Economic Information Schedule 4 Salaries of Principal Officials

<b>Position</b>	<u>Salary</u>
Mayor	\$121,291
Councilmember	\$60,646
City Manager	\$242,700
Commissioner of Health	\$124,577 - \$192,634
Deputy City Manager	\$124,577 - \$168,179
City Solicitor	\$124,577 - \$192,627
Various Department Directors	\$106,621 - \$203,593

# **MAYOR and CITY COUNCIL**

The mayor is elected for a four-year term by the voters of Cincinnati. The legislature of the City is a nine-member council elected at large on a partisan basis for two-year terms. The vice-mayor is chosen by the mayor from the council members. A list of the council incumbents and the term each is presently serving appears on page (xiii). The mayor selects the city manager, but the mayor's nominee must be approved by a majority of the council. The city manager appoints the deputy city manager and the department directors.

City of Cincinnati, Ohio
Demographic and Economic Information
Schedule 5
Surety Bond Coverage

307

A faithful performance blanket bond coverage of \$5,000,000 is maintained for all City employees.

# Cincinnati-Middletown MSA Demographic and Economic Information Schedule 6 Annual Employment Average by Industry (Amounts in Thousands)

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Goods-Producing Industries	146.4	149.7	151.8	143.8	150.8	158.1	158.9	165.4	167.8	172.9
Mining, Logging, and Construction	36.1	36.9	36.8	37.0	41.5	43.7	44.6	48.9	50.6	51.1
Construction of Buildings	7.7	7.6	7.6	8.6	9.2	9.5	9.4	10.9	10.6	10.0
Specialty Trade Contractors	22.5	22.6	24.0	23.3	27.5	28.8	28.7	31.5	32.6	33.6
Manufacturing	110.3	112.8	115.0	106.8	109.3	114.4	114.3	116.5	117.2	121.8
Durable Goods	65.3	69.6	70.5	64.0	65.6	64.7	68.1	69.7	68.7	71.4
Primary Metals	5.9	7.0	7.0	6.0	5.8	5.8	5.3	5.6	5.4	N/A
Transportation Equipment	18.2	17.5	18.0	19.2	19.8	20.1	21.2	23.3	23.4	24.8
Motor Vehicle Parts	6.6	6.7	6.8	8.0	8.5	8.8	9.5	10.6	10.2	10.4
Aerospace Products and Parts	9.2	9.5	9.7	10.0	N/A	N/A	N/A	N/A	N/A	N/A
Nondurable Goods Chemical Manufacturing	45.0 11.5	43.2 11.0	44.5 10.9	42.8 10.7	43.7 10.7	49.7 10.8	46.2 11.2	46.8 11.6	48.5 11.8	50.4 12.6
Service-Providing Industries	841.3	853.0	871.8	754.5	777.0	796.2	803.8	824.7	823.3	843.7
Trade, Transportation, and Utilities	196.4	202.4	207.9	201.8	205.6	214.8	213.3	218.3	221.9	221.0
Wholesale Trade	52.3	57.6	58.2	59.2	61.3	60.1	60.5	62.8	63.2	60.2
Merchant Wholesalers, Durable Goods	22.9	26.0	27.7	27.4	28.2	29.4	30.6	30.7	31.3	33.8
Merchant Wholesalers, Non-Durable Goods	22.8	22.0	21.0	19.7	20.9	19.4	18.7	19.1	19.4	21.7
Retail Trade	104.5	103.8	107.6	101.7	103.9	109.7	110.3	110.8	109.0	108.1
Food and Beverage Stores	19.8	20.3	20.8	20.5	19.1	20.4	20.6	19.8	20.6	20.6
Grocery Stores	17.1	17.8	18.5	18.4	16.9	17.7	18.1	17.5	17.3	18.5
Health and Personal Care Stores	6.8	6.6	7.1	6.5	6.6	6.1	6.6	6.3	6.2	6.0
Clothing and Clothing Accessories Stores	10.2	9.4	11.5	7.8	7.6	7.8	7.6	8.1	7.8	7.9
General Merchandise Stores	22.6	21.6	22.1	19.9	19.7	20.0	20.5	20.9	21.0	20.0
Transportation, Warehousing and Utilities	39.6	41.0	42.1	40.9	40.4	45.0	42.5	44.7	49.7	52.7
Transportation and Warehousing	34.9	37.9	39.0	38.3	37.8	42.3	40.1	42.0	47.0	48.7
Air Transportation	5.4	4.5	3.9	3.9	2.8	2.7	2.8	3.0	3.0	3.2
Information	14.0	13.9	13.8	13.6	13.9	13.5	13.9	14.3	13.5	13.9
Telecommunications	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Financial Activities	58.4	58.5	62.0	64.1	66.6	68.2	73.3	76.8	78.7	78.8
Finance and Insurance	49.9	50.0	52.4	52.6	54.0	56.2	59.3	61.4	61.3	61.2
Credit Intermediation and Related Activities	20.6	20.4	21.8	22.2	21.8	21.6	21.9	25.2	26.3	26.2
Insurance Carriers and Related Activities	23.5	23.7	25.2	24.5	25.6	27.4	28.0	28.2	27.1	26.7
Professional and Business Services	149.7	153.5	163.6	165.6	166.9	174.7	166.3	174.5	168.6	179.3
Professional and Technical Services	54.0	57.3	61.2	57.4	58.2	61.9	60.6	67.0	61.0	69.8
Management of Companies and Enterprises	38.0	40.0	42.9	42.1	42.3	42.4	40.4	39.6	38.4	39.1
Administrative, Support, and Waste Services	57.7	56.2	59.5	66.1	66.4	70.4	65.3	67.9	69.2	70.4
Employment Services	24.3	24.9	27.3	29.0	31.8	30.4	28.1 17.7	29.4	28.8	29.3 16.2
Services to Buildings and Dwellings Educational and Health Services	12.2 <b>151.9</b>	12.5 <b>153.2</b>	13.9 <b>152.2</b>	15.5 <b>153.6</b>	15.7 <b>158.8</b>	16.1 <b>156.9</b>	161.8	16.9 <b>163.8</b>	17.5 <b>165.2</b>	170.4
Educational Services  Educational Services	16.6	16.7	18.5	17.2	18.1	17.9	18.1	16.8	17.5	16.8
Health Care and Social Assistance	135.3	136.5	133.7	136.4	140.7	139.0	143.7	147.0	147.7	153.6
Hospitals	46.2	46.0	46.4	47.6	48.5	47.6	50.3	50.7	51.4	52.5
Leisure and Hospitality	97.0	98.8	104.6	116.8	123.4	127.2	135.0	134.6	132.5	137.9
Arts, Entertainment and Recreation	15.6	14.4	14.4	27.1	29.9	29.7	33.0	31.4	31.5	31.6
Accommodation and Food Services	81.4	84.4	90.2	89.7	93.5	97.5	102.0	103.2	101.0	106.3
Other Services	40.9	42.2	40.3	39.0	41.8	40.9	40.2	42.4	42.9	42.4
Government	133.0	130.5	127.4	121.7	123.2	121.5	123.3	124.4	124.3	124.1
Federal Government	16.6	16.5	15.6	15.9	15.7	15.2	15.4	14.8	14.9	14.6
State Government	28.6	28.4	28.0	23.3	23.7	23.8	24.2	29.1	24.8	24.9
State Government Education	23.2	24.7	23.7	17.4	18.9	18.7	18.4	23.8	18.8	18.5
Local Government	87.8	85.6	83.8	82.5	83.8	82.5	83.7	80.5	84.6	84.6
Local Government Education	51.1	50.0	49.4	43.9	44.8	44.2	43.7	41.8	46.0	46.5
Total	987.7	1002.7	1023.6	898.3	927.8	954.3	962.7	990.1	991.1	1016.6
Unemployment Rate	9.0	7.8	7.8	7.4	5.6	4.6	4.4	4.6	4.4	3.9

Note: The Cincinnati-Middletown area includes Brown, Butler, Clermont, Hamilton and Warren Counties in Ohio; Dearborn, Franklin and Ohio Counties in Indiana; Boone, Bracken, Campbell, Gallatin, Grant, Kenton, and Pendleton Counties in Kentucky.

Source: Ohio Department of Job and Family Services, Bureau of Labor Market Information Ohiolmi.com - LMR2018

# City of Cincinnati Demographic and Economic Information Schedule 7 Higher Education

The table below provides a listing of the area's largest colleges and universities by enrollment as of fall term 2018.

Higher Education Institutions	Total Enrollment
University of Cincinnati	45,949
Miami University	24,162
Northern Kentucky University	10,964
Cincinnati State Technical & Community College	8,807
Xavier University	7,132
Gateway Community and Technical College	4,020
Thomas More College	2,254
Mount St. Joseph University	2,062
Ivy Tech Community College Southeast-Lawrenceburg	1,391
Sinclair Community College/Courseview	1,200

Source: Business Courier 2018-19 Book of Lists

The region's largest college or university, the University of Cincinnati, has significant research and contract activity. During the 2016, 2017, and 2018 fiscal years, the University of Cincinnati and its affiliates received \$429 million, \$193 million and \$201 million respectively, in federal, state, city/county, and non-government agency grants, contracts, and awards.

City of Cincinnati
Operating Information
Schedule 1
Full Time Equivalent Positions by Function/Program

Last Ten Fiscal Years

Function/Program	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
General Government	447	425	447	518	518	538	009	490	486	603
Community Development	20	99	54	71	29	20	4	40	41	37
General Services	62	22	29	22	63	64	71	89	29	64
Parks and Recreation Public Safety	298	282	288	285	286	296	290	294	286	289
Police	1,324	1,253	1,221	1,093	1,088	1,150	1,180	1,283	1,289	1,181
Fire	844	806	829	818	888	867	841	606	897	606
Transportation and Engineering	144	143	156	143	135	135	144	145	141	136
Public Services	367	334	326	321	291	326	321	328	320	349
Public Health	404	369	377	372	376	400	420	434	445	420
MSD	299	809	594	589	552	548	545	287	009	602
Enterprise										
Water Works	552	533	522	523	200	504	525	543	543	553
Parking Facility	35	28	31	30	29	29	32	35	37	34
General Aviation	13	1	1	<b>о</b>	10	10	10	10	10	1
Municipal Golf	2	2	2	2	2	2	_	_	~	_
Stormwater Management	15	<u>13</u>	19	15	17	13	17	<u>133</u>	<u>25</u>	<u>29</u>
Total	5,176	4,930	4,933	4,846	4,822	4,957	5,041	5,190	5,188	5,218

Source: Cincinnati Human Resource Information System (CHRIS)

City of Cincinnati
Operating Information
Schedule 2
Operating Indicators by Function/Program
Last Ten Fiscal Years

l	2010	2011	2012	2013	2014	2015	2016	2017	2048	2019
Function/Program	2	1	!	2	1	2		: }	2	
General Government Litgations Total Cases (open)	123	128	119	124	148	158	128	205	171	161
Open Cases (current year)	103	155	06	52	80	95	111	96	106	130
Community and Economic Development Housing Units To Control Control Libror Control Control Libror Control Control Libror Contr	2,560	1,735	1,880	1,030	1,741	1,921	1,615	752	1,460	1,760
JOD Created/Retailled IIII IIICOIIIe Tax Credits Police	-			òò	601.6°	000	9	, 5	0.	7,004
Service Calls	263,196	276,407	272,212	129,086	261,955	258,433	224,494	237,258	207,931	215,803
Arrests	37,529	37,207	35,141	16,109	32,155	29,121	29,107	27,090	27,431	28,073
Reports Filed	36,179	38,573	36,901	17,040	31,363	31,315	30,847	30,713	30,052	27,785
Fire Incidences (Fires, EMS, other)	70,889	73,531	75,412	31,960	81,955	73,248	71,451	71,451	74,954	76,883
Parks										
Annual Visitors	000,000	6,000,000	6,000,000	3,000,000	6,000,000	000,000	000,000,9	6,000,000	6,000,000	6,000,000
Nature Education Programs	1,375	1,382	1,298	869	1,403	1,871	1,068	1,277	1,172	1,151
Volunteer Hours	59,046	56,340	65,576	31,582	63,685	43,215	53,971	38,255	59,801	49,025
Park Reservations	928	926	961	411	812	860	1,011	1,011	1,032	1,137
Visitor Center Phone Calls	15,000	15,211	16,244	8,100	17,800	17,800	17,800	16,822	5,334	4540*
Health										
Patients	37,319	32,176	43,299	21,700	35,000	33,704	45,000	51,238	53,569	42,905
Visits	151,505	137,966	155,684	76,218	151,505	95,645	140,000	146,392	146,723	172,436
Inspections	20,798	22,812	22,664	11,379	20,146	25,040	22,000	21,760	21,084	20,470
Birth and Death Certificates	63,349	55,483	45,330	22,205	44,583	58,369	60,313	62,669	58,237	58,504
Sanitation										
Total solid waste collected and disposed	99,203	95,571	90,570	90,570	71,895	68,345	906'69	71,104	72,360	72,862
Water Works										
Water Delivered to Water Mains (Gallons)	47,328,971,000	44,396,749,000	45,233,282,700	20,559,715,500	43,838,631,300	43,024,975,500	42,784,941,100	43,859,083,500	44,184,229,400	43,165,940,700
Total Water Consumption (Gallons)	39,300,198,000	37,331,342,000	38,142,397,000	16,488,683,000	36,691,200,000	38,304,800,000	35,275,500,000	35,910,000,000	36,915,946,000	35,163,092,000
Percent of Unmetered Water	17%	16%	16%	20%	16%	11%	18%	18%	16%	19%
Average Daily Delivery (Gallons)	129,668,000	121,635,000	123,588,200	113,589,588	120,105,839	117,876,600	116,898,700	120,161,900	121,052,700	118,262,303
Maximum Daily Pumpage (Gallons)	200,712,000	206,325,000	230,258,100	168,569,000	157,429,000	164,010,500	158,984,000	174,890,800	157,246,400	183,421,700
Minimum Daily Pumpage (Gallons)	95,904,000	95,848,000	88,648,900	100,889,000	94,843,300	90,718,600	93,613,800	97,632,700	93,700,500	95,949,000

N/A = Not Available

Note: The City of Cincinnati changed fiscal years in 2013. The information for 2013 fiscal year represents six months of information for the period ending June 30, 2013.

\*Parks does not have a centralized Visitor Center. These numbers represent Krohn Conservatory's call center.

#### City of Cincinnati

# Operating Information Schedule 3

# Capital Asset and Infrastructure Statistics by Function/Program Last Ten Fiscal Years

Function/Program	<u>-</u>	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Public Safety Police											
. 555	Stations	5	5	5	5	5	5	5	5	5	5
Fire											
	Fire Stations	26	26	26	26	26	26	26	26	26	26
	Paramedic Units	4	12	12	12	12	12	42	42	42	52
	Life Support Ambulances Aircraft Rescue	8 1	1	1	1	1	1	12 1	12 1	12 1	12 1
T	ad Francisco										
Transportation ar	Streets (lane miles)	3,050	3,000	3,050	3,050	3,065	3,060	2,891	2,936	2,936	2,910
	Sidewalks (miles)	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700
	Street Signs	150,000	150,000	150,000	150.000	150.000	150,000	150,000	150.000	150,000	276,648
	Bridges	62	65	64	64	65	64	65	65	65	67
	Bridges - Wasson Way****								8	8	8
	Retaining Walls (miles)	50	50	50	50	50	50	50	50	50	50
Public Recreation	1										
Parks											
	Acreage	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
	Regional Parks	5	5	5	5	5	5	5	5	5	5
	Neighborhood parks	70	70	71	71	71	71	71	71	71	71
	Preserves and Nature areas Nature Education Centers	34 5									
	Playgrounds	52	52	52	52	52	52	54	54	54	5 54
	Hiking Trails (miles)	65	65	65	65	65	65	65	65	65	65
	Plant Species - Krohn Conservatory	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
	Park Facilities & Structures	121	121	121	121	121	121	121	121	121	121
	Street Trees	80,000	80,000	80,000	80,000	80,000	80,000	85,000	85,000	85,000	85,000
Recreation	1										
	Acreage	2,600	2,600	2,600	2,600	2,600	1,978	1,978	1,981	1,978	1,959
	Recreation and Senior Centers	38	32	30	27	27	24	23	23	23	23
	Play Areas	108	108	96	100	100	98	98	99	96	96
	Swimming Pools/Aquatics Facilities Tennis Courts	28 122	33 103	32 103	34 97	34 97	31 97	30 90	29 90	29 87	29 85
Public Services Traffic Eng	dinooring.										
Trailic Eng	Traffic Signs	757	765	758	758	758	770	780	780	780	780
	Street Lights	12,000	12,200	8,515	8,515	10,000	10,000	10,000	10,000	10,000	10,000
	<b></b>	,	,	-,	-,	,	,	,	,	,	,
Public Health	Health Centers	6	6	6	6	6	6	7	9	9	9
	nealth Certiers	0	0	0	0	0	0	,	9	9	9
Water Works	Table Access (for the constant)	4 004 500	4 4 4 4 4 0 7	4 000 705	4 040 470	4 005 004	4.054.700	4 0 40 000	4 400 400	4 457 404	4 404 447
	Total Assets (in thousands) Water Customer Accounts	1,081,596 241,704	1,144,127 241,714	1,229,795 241,707	1,248,476 241,809	1,265,321 241,987	1,354,789 242,227	1,349,288 242,335	1,462,460 240,313	1,457,131 240,336	1,481,417 240,747
	Miles of Water Main in the System	3,133	3,316	3,145	3,146	3,148	3,149	3,161	3,168	3,176	3,176
Municipal Golf											
mamoipai con	Golf Courses	7	7	6	6	6	6	6	6	6	6
General Aviation											
	Acreage	1,353	1,353	1,353	1,353	1,353	1,353	1,353	1,353	1,353	1,353
Convention Cente	er										
	Meeting Rooms	37	36	36	36	36	36	36	36	36	36
	Exhibit Space (Square Feet)	195,000	195,000	195,000	195,000	195,000	195,000	195,000	195,000	195,000	195,000
	Meeting/Ballroom Space (Square Feet)	102,000	102,000	102,000	102,000	102,000	102,000	102,000	102,000	102,000	102,000
Parking Facilities											
	Parking Lots/Garages	14	14*	14*	14*	13**	15	14***	14***	14***	14***
	Parking Meters	5,400	5,400	4,979	4,979	4,979	4,994	4,506	4,506	4,506	4,506
Stormwater Mana	-										
	Miles of Storm Sewers	350	350	350	350	350	350	350	350	350	350

<sup>\*</sup>The Gateway Garage was sold on 10/1/11 leaving Parking Facilities with 13 Parking Lots and Garages.

<sup>\*\*</sup>The 5th & Race Lot ceased operations at the end of FY13 and was transferred to 3CDC.

<sup>\*\*\*</sup>The Pogue's Garage ceased operations on 7/25/16 and ownership was transferred to 4th & Race Redevelopment, LLC.

<sup>\*\*\*\*</sup>Wasson Way was purchased FY17 and the 8 bridges are not part of the City's Bridge Program.

Note: The City of Cincinnati changed fiscal years in 2013. The information for 2013 fiscal year represents six months of information for the period ending June 30, 2013.

### City of Cincinnati **Operating Information** Schedule 4 **Unions and Labor Contracts**

There are six (6) unions representing City employees: The American Federation of State, County, and Municipal Employees, the Cincinnati Organized and Dedicated Employees (CODE); the Fraternal Order of Police; the International Association of Fire Fighters; the Cincinnati Building Trades Council, and the Teamsters.

A summary of the six (6) bargaining units' representation of City employees and the status of the City contracts with each are summarized in the table below.

### **Summary of City Labor Contracts**

Bargaining Unit	Approximate No. of Employees Represented	Contract <u>Effective Date</u>	Contract Termination <u>Date</u>	Contract Wage <u>Increase</u>
AFSCME	1,810	08/11/2019	08/06/2022	2.0%
CODE	948	03/24/2019	03/19/2022	$2.0\%^{1}$
FOP (Non-Supervisors)	793	05/12/2019	05/01/2021	2.0%
FOP(Supervisors)	229	05/12/2019	05/01/2021	2.0%
IAFF	839	01/01/2019	12/12/2020	2.0%
IAFF Asst. Chiefs	4	01/01/2019	12/12/2020	2.0%
Building Trades	40	08/25/2019	08/20/2022	2.0%
Teamsters	10	10/23/2016	10/19/2019	N/A <sup>2</sup>
AFSCME – MW's	<u>95</u>	08/11/2019	08/06/2022	Increase to \$15.00/hr <sup>3</sup>
TOTAL	4,768			

313

<sup>&</sup>lt;sup>1</sup> Pending ratification of a tentative agreement between the union and the City as a result of collective bargaining.

<sup>&</sup>lt;sup>2</sup> The Teamsters union is currently in negotiation of their collective bargaining agreement with the City.

<sup>&</sup>lt;sup>3</sup> Pending ratification of a tentative agreement between the union and the City as a result of collective bargaining.

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# COMPREHENSIVE ANNUAL FINANCIAL REPORT

for the fiscal year ended June 30, 2019

# PREPARED BY:

# **Accounts and Audits**

Mark Ashworth, Rachael Dennis, Simone Denson, Jeff Harmon, Austin Lubbers, Dawn Lynn, Chanel Neely, Bev Nussman CPA, Valerie Sefert, Tara Songer, Angel Strayhorn, Linda Weigand, Terra Williams

# **Clark Schaefer Hackett**

# SPECIAL ACKNOWLEDGEMENT FOR CONTRIBUTIONS FROM:

# **Water Works**

Matt Brinck and Li Liu

# Retirement

Ron Wilson

# **Treasury**

Chadrian Johnson, Nicole Lee, Sam Stephens

# **Design and Printing by:**

the City of Cincinnati Printing Services



CINCINNATI
2019

CINCINNATI, OHIO



### **CITY OF CINCINNATI**

# **HAMILTON COUNTY**

### **CLERK'S CERTIFICATION**

This is a true and correct copy of the report which is required to be filed in the Office of the Auditor of State pursuant to Section 117.26, Revised Code, and which is filed in Columbus, Ohio.

**CLERK OF THE BUREAU** 

Susan Babbitt

CERTIFIED MARCH 3, 2020



# September 2, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: Emergency Ordinance - Ohio Department of Health COVID-

19 Contact Tracing Grant

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in an amount of up to \$998,863 from the Ohio Department of Health to support the City's efforts to address COVID-19 by providing funding for contact tracing and case investigations to slow the transmission of COVID-19, minimize morbidity and mortality, preserve healthcare, workforce and infrastructure functions, and minimize social and economic impacts; and AUTHORIZING the Finance Director to deposit the grant funds into Public Health Research Fund 350.

This Emergency Ordinance would authorize the City Manager to apply for, accept and appropriate a grant in the amount up to \$998,863 from the Ohio Department of Health to support the Cincinnati Health Department in providing COVID-19 contact tracing and case investigations.

Temporary personnel will be utilized to provide the contact tracing services, and matching funds are not required.

This Emergency Ordinance would also authorize the Finance Director to deposit the grant funds into Public Health Research Fund 350.

This Emergency Ordinance is in accordance with the Sustain goal to "Become a healthier Cincinnati" as described on page 181 of Plan Cincinnati.

The reason for the emergency is the immediate need to accept grant funds to cover expenses related to the prevention and control of COVID-19 cases.

The Administration recommends passage of this Emergency Ordinance.

cc: Christopher A. Bigham, Assistant City Manager Karen Alder, Finance Director

Attachment



# **EMERGENCY**

**KMB** 

- 2020

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in an amount of up to \$998,863 from the Ohio Department of Health to support the City's efforts to address COVID-19 by providing funding for contact tracing and case investigations to slow the transmission of COVID-19, minimize morbidity and mortality, preserve healthcare, workforce and infrastructure functions, and minimize social and economic impacts; and AUTHORIZING the Finance Director to deposit the grant funds into Public Health Research Fund 350.

WHEREAS, a COVID-19 contact tracing grant up to \$998,863 is available from the Ohio Department of Health, which can be used by the Cincinnati Health Department ("CHD") to provide contact tracing and case investigations to slow the transmission of COVID-19; minimize morbidity and mortality; preserve healthcare, workforce and infrastructure functions; and minimize social and economic impacts; and

WHEREAS, the CHD applied for this grant on June 8, 2020 in the amount of \$998,863; and

WHEREAS, the CHD requested an advance for this grant on July 21, 2020 in the amount of \$749,000 to begin hiring temporary staff to assist with contact tracing; and

WHEREAS, the CHD will not accept grant funding without Council approval; and

WHEREAS, there is no local match required and no FTEs are associated with this grant; and

WHEREAS, preventing and controlling COVID-19 cases is in accordance with the "Sustain" goal to "Become a healthier Cincinnati" as described on page 181 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 in an amount of up to \$998,863 from the Ohio Department of Health for COVID-19 prevention and control efforts to provide funding for contact tracing and case investigations to slow the transmission of COVID-19; minimize morbidity and mortality;

preserve healthcare, workforce and infrastructure functions; and minimize social and economic

impacts.

Section 2. That the Finance Director is hereby authorized to deposit the grant funds into

Public Health Research Fund 350.

Section 3. That the proper City officials are hereby authorized to do all things necessary

and proper to comply with 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 the immediate need to accept grant funds to cover expenses related to the

prevention and control of COVID-19 cases.

Passed:	, 2020	
		John Cranley, Mayor
Attest:		
Clerk		



September 2, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: Ordinance – U.S. Department of Housing and Urban Development

**Healthy Homes Grant** 

# Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept and appropriate a grant in the amount of up to \$3,000,000 from the United States Department of Housing and Urban Development's Healthy Homes Production Grant program for the purpose of helping to remediate properties with lead hazards and for the promotion and development of Healthy Homes Supplemental funding.

This Ordinance would authorize the City Manager to apply for, accept and appropriate a grant in the amount of up to \$3,000,000 from the United States Department of Housing and Urban Development's Healthy Homes Production Grant program. The purpose of the funding is to help remediate properties with lead hazards and for the promotion and development of Healthy Homes Supplemental funding.

No additional FTE are associated with this grant, and matching funds are not required.

The Cincinnati Health Department will have applied for the grant by August 24, 2020; however, should this Ordinance not be approved, the grant funding will not be accepted.

This Ordinance would also authorize the Finance Director to deposit the grant funds into Public Health Research Fund 350.

This Ordinance is in accordance with the Sustain goal to "Become a healthier Cincinnati" as described on page 181 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 in the amount of up to \$3,000,000 from the United States Department of Housing and Urban Development's Healthy Homes Production Grant program for the purpose of helping to remediate properties with lead hazards and for the promotion and development of Healthy Homes Supplemental funding.

WHEREAS, there is a funding opportunity available from the United States Department of Housing and Urban Development ("HUD") Healthy Homes Production Grant program in the amount of up to \$3,000,000, for the purpose of remediating lead-based paint hazards in privately owned housing for low-income occupants; and

WHEREAS, the City has previously received HUD lead control grants in 2007, 2008, 2011, 2012, 2014, and 2017; and

WHEREAS, there is no local match required, and no new FTEs are associated with this grant; and

WHEREAS, the Cincinnati Health Department will have applied for the grant by August 24, 2020, but will only accept grant funding if this Ordinance is approved; and

WHEREAS, accepting the HUD Healthy Homes Production Grant is in accordance with the "Sustain" goal to "become a healthier Cincinnati," as described on page 181 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 in the amount of up to \$3,000,000 from the United States Department of Housing and Urban Development's Healthy Homes Production Grant program for the purpose of helping to remediate properties with lead hazards and for the promotion and development of Healthy Homes Supplemental funding.

Section 2. That if the grant is awarded, the Director of Finance is hereby authorized to receive and deposit the grant funds into Public Health Research Fund 350.

Section 3. That the proper City officials are authorized to use and expend the sum of up to \$3,000,000 in accordance with the grant terms 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:	Clerk		



September 2, 2020

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

From: Paula Boggs Muething, Interim City Manager

Subject: Ordinance - America's Healthy Food Financing Initiative

**Targeted Small Grants Program** 

Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in an amount of up to \$200,000 from the America's Healthy Food Financing Initiative Targeted Small Grants program, for the purpose of improving access to healthy foods in underserved areas, creating and preserving quality jobs, and revitalizing low-income communities.

This Ordinance would authorize the City Manager to apply for, accept and appropriate a grant in the amount of up to \$200,000 from the America's Healthy Food Financing Initiative Targeted Small Grants program. Funding from the program will assist the Cincinnati Health Department's Healthy Corner Store program to expand staple and perishable food availability, allow for consistent neighborhood presence as opposed to weekly farmers' markets, increase household purchasing opportunities and consumption of healthy foods, and ultimately reduce the incident of food insecurity and chronic disease within vulnerable communities particularly in Avondale and Walnut Hills.

No additional FTE are associated with this grant, and matching funds are not required.

This Ordinance would also authorize the Finance Director to deposit the grant funds into Public Health Research Fund 350.

This Ordinance is in accordance with the Sustain goal to "Become a healthier Cincinnati" as described on page 181 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 in an amount of up to \$200,000 from the America's Healthy Food Financing Initiative Targeted Small Grants program, for the purpose of improving access to healthy foods in underserved areas, creating and preserving quality jobs, and revitalizing low-income communities.

WHEREAS, funding from the Healthy Food Financing Initiative Targeted Small Grants program will assist the Cincinnati Health Department's Healthy Corner Store program to expand staple and perishable food availability, allow for consistent neighborhood presence as opposed to weekly farmers' markets, increase household purchasing opportunities and consumption of healthy foods, and ultimately reduce the incident of food insecurity and chronic disease within vulnerable communities, particularly in Avondale and Walnut Hills; and

WHEREAS, there is no local match required and no FTE are associated with this grant; and

WHEREAS, the Cincinnati Health Department applied for the grant on July 10, 2020, however, should this Ordinance not be approved, the grant funding will not be accepted; and

WHEREAS, applying for and accepting this grant is in accordance with the "Sustain" goal to "become a healthier Cincinnati" as described on page 181 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 in an amount of up to \$200,000 from the America's Healthy Food Financing Initiative Targeted Small Grants program, for the purpose of improving access to healthy foods in underserved areas, creating and preserving quality jobs, and revitalizing low-income communities.

Section 2. That, if the grant is awarded, the Director of Finance is hereby authorized to receive and deposit the sum of up to \$200,000 into Public Health Research Fund 350.

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	
			<del></del>
			John Cranley, Mayor
Attest:			
	Clerk		



September 2, 2020

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

From: Paula Boggs Muething, Interim City Manager

Subject: Emergency Ordinance - Greater Cincinnati Foundation COVID-19

Pop-Up Testing Grant

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in the amount of \$75,000 from the Greater Cincinnati Foundation for COVID-19 Pop-Up Testing; and authorizing the Finance Director to deposit the grant funds into Public Health Research Fund 350.

This Emergency Ordinance would authorize the City Manager to apply for, accept and appropriate a grant in the amount of \$75,000 from the Greater Cincinnati Foundation for COVID-19 Pop-Up Testing. The purpose of the funding is to support the Cincinnati Health Department (CHD) in providing community-wide pop-up COVID-19 testing for at-risk populations within the community.

No additional FTE are associated with this grant, and matching funds are not required.

This Emergency Ordinance would also authorize the Finance Director to deposit the grant funds into Public Health Research Fund 350.

This Emergency Ordinance is in accordance with the Sustain goal to "Become a healthier Cincinnati" as described on page 181 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to apply for, receive, and use grant funds to cover expenses related to the prevention and control of COVID-19 cases.

The Administration recommends passage of this Emergency Ordinance.

cc: Christopher A. Bigham, Assistant City Manager Karen Alder, Finance Director

Attachment



# **EMERGENCY**

**CFG** 

- 2020

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in the amount of \$75,000 from the Greater Cincinnati Foundation for COVID-19 Pop-Up Testing; and authorizing the Finance Director to deposit the grant funds into Public Health Research Fund 350.

WHEREAS, there is a grant available from the Greater Cincinnati Foundation ("GCF") for COVID-19 Pop-Up Testing; and

WHEREAS, the purpose of the grant funding is to support the Cincinnati Health Department ("CHD") in providing community-wide pop-up COVID-19 testing for at-risk populations within the community; and

WHEREAS, the grant requires no FTEs or local match; and

WHEREAS, CHD applied for the grant on July 31, 2020, and received its notice of award on August 12, 2020 from the GCF, but the City will not accept any grant funds without the approval of City Council; and

WHEREAS, this Emergency Ordinance is in accordance with the "Sustain" goal to "become a healthier Cincinnati," as set forth on page 181 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 the amount of \$75,000 from the Greater Cincinnati Foundation for COVID-19 Pop-Up Testing.

Section 2. That the Finance Director is authorized to deposit the grant funds into Public Health Research Fund 350.

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
the immediate need to apply for, receive	e, and use grant funds to cover expenses related to the
prevention and control of COVID-19 case	es.
Passed:	_, 2020
	John Cranley, Mayor
	John Cramey, Mayor
Attest:	<u></u>
Clerk	



September 2, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: Emergency Ordinance-Amendment to Lease with SMSA at Delhi Hills

**Water Tower** 

Transmitted herewith is an emergency ordinance captioned as follows.

AUTHORIZING the City Manager to execute an Amendment to Lease with Cincinnati SMSA Limited Partnership to extend the term of an existing lease pertaining to space on the City-owned water tower located at 701 Covedale Avenue in Delhi Township.

The Administration recommends passage of this Emergency Ordinance.

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

# EMERGENCY

# City of Cincinnati An Ordinance No.

CHM AND

- 2020

**AUTHORIZING** the City Manager to execute an *Amendment to Lease* with Cincinnati SMSA Limited Partnership to extend the term of an existing lease pertaining to space on the City-owned water tower located 701 Covedale Avenue in Delhi Township.

WHEREAS, the City of Cincinnati owns the water tower located at 701 Covedale Avenue in Delhi Township, which is under the management and control of the Greater Cincinnati Water Works ("GCWW"); and

WHEREAS, the City and Cincinnati SMSA Limited Partnership ("SMSA"), a subsidiary of AT&T, Inc., are parties to a *Lease of Space* dated June 14, 1999, under which SMSA leases from the City space on the water tower and associated ground space for the installation and operation of voice and data communications equipment, for a term of 20 years; and

WHEREAS, the term of the *Lease of Space* expired on June 13, 2019, and the lease has continued on a month-to-month basis since that time, and the City and SMSA desire to extend the term for up to an additional 20 years (i.e. an initial term with three 5-year renewal options), on the terms and conditions set forth in the *Amendment to Lease* attached to this ordinance as Attachment A; and

WHEREAS, the City has determined that the area leased by SMSA is not needed for a municipal purpose; and

WHEREAS, the City's Real Estate Services Division has determined, by appraisal, that the base rent set forth in the *Amendment to Lease* (namely, \$70,992/year, with annual increases of 4%) reflects the approximate fair market rental value of the leased area; 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, the City has determined that it is in the best interest of the City to eliminate competitive bidding in connection with the City's lease of the leased area to SMSA because SMSA has been utilizing space on the water tower for the past 21 years and both SMSA and GCWW desire to continue the mutually beneficial arrangement; and

WHEREAS, the City Planning Commission approved the *Amendment to Lease* 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 an *Amendment to Lease* with Cincinnati SMSA Limited Partnership ("SMSA"), in substantially the form attached to this ordinance as Attachment A, pursuant to which the City of Cincinnati will extend the term of the existing *Lease of Space* pertaining to the water tower located at 701 Covedale Avenue in Delhi Township, which is controlled by the Greater Cincinnati Water Works, through June 13, 2039.

- Section 2. That the leased area is not needed for a municipal purpose.
- Section 3. That the City's Real Estate Services Division has determined, by appraisal, that the base rent set forth in the *Amendment to Lease* (namely, \$70,992/year, with annual increases of 4%) reflects the approximate fair market rental value of the leased area.

Section 4. That it is in the best interest of the City to eliminate competitive bidding in connection with the City's lease of the leased area to SMSA because SMSA has been utilizing space on the water tower for the past 21 years and both SMSA and GCWW desire to continue the mutually beneficial arrangement.

Section 5. That the rent and other proceeds from the *Lease of Space* shall be deposited into Water Works Fund 312 "Private Lead Service Line Replacement" account 2140 for the purpose of providing financial assistance to qualified, low-income residential property owners for the costs of lead service line replacement.

Section 6. That Council authorizes the appropriate City officials to take all necessary and proper actions to fulfill the terms of the *Amendment to Lease* and this ordinance, including without limitation executing any and all ancillary documents.

Section 7. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the

terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to enable the City to promptly execute the *Amendment to Lease* to extend the term so that the additional proceeds generated by the *Amendment to Lease* may provide financial assistance to qualified, low-income residential property owners for the costs of lead service line replacement at the earliest possible time.

Passed:		, 2020	
			John Cranley, Mayor
Attest:	Clerk		

# ATTACHMENT A

Contract No. 95X0016

Location: 701 Covedale Avenue, Cincinnati, OH

(Delhi Hills Water Tower)

### AMENDMENT TO LEASE

This Amendment 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 (as landlord; the "**City**"), and **Cincinnati SMSA Limited Partnership**, a Delaware limited partnership (a subsidiary of AT&T, Inc.) (as tenant; "**SMSA**").

### Recitals:

- A. The City and SMSA are parties to a *Lease of Space* dated June14, 1999 (the "Lease") pursuant to which the City leases to SMSA space on the City's water tower and associated ground space located at 701 Covedale Avenue in Cincinnati, as more particularly described in the Lease, which is under the management and control of Greater Cincinnati Water Works ("GCWW"), pursuant to which SMSA operates various antennas and other telecommunications equipment at the site (collectively, the "Equipment"). Capitalized terms used herein but not defined herein, if any, shall have the meanings ascribed to them in the Lease.
- B. The term of the Lease (having an initial term of 5 years, with 3 automatic 5-year renewals) expires on June 13, 2019, and the parties desire to extend the term.
- C. The City's execution of this Amendment was authorized by Ordinance No. \_\_\_\_-2020, passed by Cincinnati City Council on \_\_\_\_\_\_, 2020.

NOW THEREFORE, the parties hereby agree as follows:

### 1. Extension of Term.

- (A) <u>Extended Term</u>. With reference to section 2 (*Term*) of the Lease, the term of the Lease is hereby extended for the 5-year period from <u>June 14, 2019 June 13, 2024</u> (the "Extended Term"), subject to the parties' early termination rights under the Lease.
- (B) Renewal Periods. Provided SMSA is not in default under the Lease at the time of each renewal, the term of the Lease shall automatically be extended beyond the Extended Term for three (3) consecutive renewal periods of five (5) years each (namely: [1] June 14, 2024 June 13, 2029; [2] June 14, 2029 June 13, 2034; and [3] June 14, 2034 June 13, 2039). The foregoing notwithstanding, SMSA may avoid such automatic renewal by notifying the City in writing, no less than six (6) months prior to the scheduled expiration date of the then current term, that the current term will not be extended.
- 2. <u>Base Rent</u>. With reference to section 4 (*Rent*) of the Lease, effective <u>June 14, 2019</u>, base rent payable by SMSA during the Extended Term and renewal periods shall be as set forth on <u>Exhibit A</u> (*Base Rent Table*) hereto. Payments of base rent shall made, in advance, on the first day of each month, without demand, notice or setoff. Payments shall be made to "Greater Cincinnati Water Works", and mailed to: GCWW, 4747 Spring Grove Avenue, Cincinnati, OH 45232.
- 3. Modification or Additional Equipment; Coordinated Report Conditions (CR #112-2018). With reference to section 5 (Installation and Location of Antennas or Other Telecommunication Equipment on Tower), section 6 (Installation and Location of Telecommunication Equipment Enclosures or Cabinets on Tower Property), section 9 (Electrical Interference), and section 11 (Liability and Indemnification) of the Lease, and without limitation of other restrictions, approvals, obligations or liability imposed upon SMSA under the Lease, SMSA shall abide by the following with respect to any proposed

alterations, upgrades or additions to its existing Equipment, radio frequency exposure from the Equipment, or signage at the site ("Changes"):

- (i) SMSA shall not make any Changes without in each instance the prior written consent of GCWW.
- (ii) Prior to beginning any work at the site or other initiation of Changes, SMSA shall provide GCWW with copies of all plans, designs and drawings pertaining to the proposed work, and any and all other information requested by GCWW in order to evaluate such request, including without limitation radio frequency information, radio frequency tests, and other information needed to thoroughly assess any potential safety issues. SMSA shall contract with a City of Cincinnati prequalified third party inspection services firm to inspect and approve all work involving structural modifications, welding, coatings, and the like. SMSA's commencement of work at the site prior to obtaining the written consent of GCWW shall constitute an immediate default under the Lease. Upon completion of Changes, GCWW shall have the right to request that SMSA perform a radio frequency exposure study of the site, provide the results to GCWW, and work with GCWW to address any radio frequency exposure concerns.
- (iii) SMSA shall ensure that all Changes comply with all applicable zoning requirements, including without limitation those pertaining to screening and concealment. SMSA shall utilize best efforts to minimize detractions from the tower's architecture or aesthetics.
- (iv) If the tower is then being used by the City or any other governmental entity for telecommunications purposes, SMSA shall provide GCWW with an interference study or other evidence satisfactory to GCWW establishing that the Changes will not cause interference or damage thereto.
- (v) In addition to SMSA's other obligations under section 11 (*Liability and Indemnification*) of the Lease, SMSA shall defend, indemnify and hold harmless the City, its employees, agents, contractors, licensees and invitees from and against any and all losses, damages, costs, expenses, or liability associated with the Equipment or Changes, including without limitation any of the foregoing caused by exposure to radio frequency radiation.
- (vi) SMSA shall ensure that the Equipment, Changes, and other activities of SMSA and its contractors shall not interfere with the rights of utility companies that have utility facilities at the Site (e.g., Cincinnati Bell, Duke Energy, Metropolitan Sewer District of Greater Cincinnati, GCWW) to access, operate or maintain their facilities. Any damage to such facilities caused by SMSA or its contractors shall be repaired at SMSA's sole expense.
- 4. <u>Government Approvals</u>. With reference to the requirements of section 14 (*Governmental Approvals*) of the Lease, and without limitation of other restrictions, approvals, obligations or liability imposed upon SMSA under the Lease, SMSA shall provide the City with a copy of any and all notices of violations of federal or state regulations in connection with the Equipment, including without limitation, OSHA or FCC requirements as to radio frequency energy exposure in connection with the Equipment or Changes.
- 5. <u>Access and Security</u>. With reference to the requirements of section 8 (*Access and Security*) of the Lease, and without limitation of other restrictions, approvals, obligations or liability imposed upon SMSA under the Lease, in order to provide for the safety and security of the City's employees and contractors, SMSA shall:
  - (i) arrange for power to the Equipment to be turned off within 30 minutes of notice of the City's need to access or perform work at the water tower. The Equipment shall remain deenergized for the duration of the City's access or work per the City's notice;
  - (ii) provide to the City any radio frequency exposure studies conducted on the Equipment promptly upon completion;

- (iii) upon the City's request, provide to the City any information reasonably needed to understand the potential radio frequency exposure from the Equipment (subject to the City signing a nondisclosure agreement for SMSA's proprietary information).
- 6. <u>Ratification</u>. All terms of the Lease not amended hereby or not inconsistent herewith shall remain in full force and effect and by this reference are incorporated herein as if fully rewritten herein, and the Lease, as amended hereby, is hereby ratified by the parties.

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

Cincinnati SMSA Limited Partnership
Ву:
Printed name:
Title:
Date:, 2020
City of Cincinnati
By: Paula Boggs Muething, Interim City Manager
Date:, 2020
Recommended by:
Cathy Bailey, Director, Greater Cincinnati Water Works
Approved as to Form:
Assistant City Solicitor
Certified Date:
Fund/Code:
Amount:By:
By: Karen Alder City Finance Director

# **EXHIBIT A**

# **BASE RENT TABLE**

	Monthly Installment	Annual Amount
Extended Term:		
(1) June 14, 2019 – June 13, 2020	\$ 5,916.03	\$ 70,992.36
(2) June 14, 2020 – June 13, 2021	\$ 6,152.67	\$ 73,832.05
(3) June 14, 2021 – June 13, 2022	\$ 6,398.78	\$ 76,785.33
(4) June 14, 2022 – June 13, 2023	\$ 6,654.73	\$ 79,856.74
(5) June 14, 2023 – June 13, 2024	\$ 6,920.92	\$ 83,051.01
1st Renewal Period:		
(1) June 14, 2024 – June 13, 2025	\$ 7,197.75	\$ 86,373.06
(2) June 14, 2025 – June 13, 2026	\$ 7,485.66	\$ 89,827.98
(3) June 14, 2026 – June 13, 2027	\$ 7,785.09	\$ 93,421.10
(4) June 14, 2027 – June 13, 2028	\$ 8,096.50	\$ 97,157.94
(5) June 14, 2028 – June 13, 2029	\$ 8,420.35	\$101,044.26
2 <sup>nd</sup> Renewal Period:		
(1) June 14, 2029 – June 13, 2030	\$ 8,757.17	\$105,086.03
(2) June 14, 2030 – June 13, 2031	\$ 9,107.46	\$109,289.47
(3) June 14, 2031 – June 13, 2032	\$ 9,471.75	\$113,661.05
(4) June 14, 2032 – June 13, 2033	\$ 9,850.62	\$118,207.49
(5) June 14, 2033 – June 13, 2034	\$10,244.65	\$122,935.79
	_	
3 <sup>rd</sup> Renewal Period:		
(1) June 14, 2034 – June 13, 2035	\$10,654.44	\$127,853.22
(2) June 14, 2035 - June 13, 2036	\$11,080.61	\$132,967.35
(3) June 14, 2036 – June 13, 2037	\$11,523.84	\$138,286.04
(4) June 14, 2037 – June 13, 2038	\$11,984.79	\$143,817.49
(5) June 14, 2038 – June 13, 2039	\$12,464.18	\$149,570.19

Contract No. 95X0016

Location: 701 Covedale Avenue, Cincinnati, OH (Delhi Hills Water Tower)

### AMENDMENT TO LEASE

This Amendment 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 (as landlord; the "**City**"), and **Cincinnati SMSA Limited Partnership**, a Delaware limited partnership (a subsidiary of AT&T, Inc.) (as tenant; "**SMSA**").

#### Recitals:

- A. The City and SMSA are parties to a *Lease of Space* dated June14, 1999 (the "**Lease**") pursuant to which the City leases to SMSA space on the City's water tower and associated ground space located at 701 Covedale Avenue in Cincinnati, as more particularly described in the Lease, which is under the management and control of Greater Cincinnati Water Works ("**GCWW**"), pursuant to which SMSA operates various antennas and other telecommunications equipment at the site (collectively, the "**Equipment**"). Capitalized terms used herein but not defined herein, if any, shall have the meanings ascribed to them in the Lease.
- B. The term of the Lease (having an initial term of 5 years, with 3 automatic 5-year renewals) expires on June 13, 2019, and the parties desire to extend the term.
- C. The City's execution of this Amendment was authorized by Ordinance No. \_\_\_\_-2020, passed by Cincinnati City Council on \_\_\_\_\_\_, 2020.

NOW THEREFORE, the parties hereby agree as follows:

# 1. Extension of Term.

- (A) <u>Extended Term.</u> With reference to section 2 (*Term*) of the Lease, the term of the Lease is hereby extended for the 5-year period from <u>June 14, 2019 June 13, 2024</u> (the "Extended Term"), subject to the parties' early termination rights under the Lease.
- (B) Renewal Periods. Provided SMSA is not in default under the Lease at the time of each renewal, the term of the Lease shall automatically be extended beyond the Extended Term for three (3) consecutive renewal periods of five (5) years each (namely: [1] June 14, 2024 June 13, 2029; [2] June 14, 2029 June 13, 2034; and [3] June 14, 2034 June 13, 2039). The foregoing notwithstanding, SMSA may avoid such automatic renewal by notifying the City in writing, no less than six (6) months prior to the scheduled expiration date of the then current term, that the current term will not be extended.
- **2.** <u>Base Rent</u>. With reference to section 4 (*Rent*) of the Lease, effective <u>June 14, 2019</u>, base rent payable by SMSA during the Extended Term and renewal periods shall be as set forth on <u>Exhibit A</u> (*Base Rent Table*) hereto. Payments of base rent shall made, in advance, on the first day of each month, without demand, notice or setoff. Payments shall be made to "Greater Cincinnati Water Works", and mailed to: GCWW, 4747 Spring Grove Avenue, Cincinnati, OH 45232.
- 3. Modification or Additional Equipment; Coordinated Report Conditions (CR #112-2018). With reference to section 5 (Installation and Location of Antennas or Other Telecommunication Equipment on Tower), section 6 (Installation and Location of Telecommunication Equipment Enclosures or Cabinets on Tower Property), section 9 (Electrical Interference), and section 11 (Liability and Indemnification) of the Lease, and without limitation of other restrictions, approvals, obligations or liability imposed upon SMSA under the Lease, SMSA shall abide by the following with respect to any proposed

alterations, upgrades or additions to its existing Equipment, radio frequency exposure from the Equipment, or signage at the site ("**Changes**"):

- (i) SMSA shall not make any Changes without in each instance the prior written consent of GCWW.
- (ii) Prior to beginning any work at the site or other initiation of Changes, SMSA shall provide GCWW with copies of all plans, designs and drawings pertaining to the proposed work, and any and all other information requested by GCWW in order to evaluate such request, including without limitation radio frequency information, radio frequency tests, and other information needed to thoroughly assess any potential safety issues. SMSA shall contract with a City of Cincinnati prequalified third party inspection services firm to inspect and approve all work involving structural modifications, welding, coatings, and the like. SMSA's commencement of work at the site prior to obtaining the written consent of GCWW shall constitute an immediate default under the Lease. Upon completion of Changes, GCWW shall have the right to request that SMSA perform a radio frequency exposure study of the site, provide the results to GCWW, and work with GCWW to address any radio frequency exposure concerns.
- (iii) SMSA shall ensure that all Changes comply with all applicable zoning requirements, including without limitation those pertaining to screening and concealment. SMSA shall utilize best efforts to minimize detractions from the tower's architecture or aesthetics.
- (iv) If the tower is then being used by the City or any other governmental entity for telecommunications purposes, SMSA shall provide GCWW with an interference study or other evidence satisfactory to GCWW establishing that the Changes will not cause interference or damage thereto.
- (v) In addition to SMSA's other obligations under section 11 (*Liability and Indemnification*) of the Lease, SMSA shall defend, indemnify and hold harmless the City, its employees, agents, contractors, licensees and invitees from and against any and all losses, damages, costs, expenses, or liability associated with the Equipment or Changes, including without limitation any of the foregoing caused by exposure to radio frequency radiation.
- (vi) SMSA shall ensure that the Equipment, Changes, and other activities of SMSA and its contractors shall not interfere with the rights of utility companies that have utility facilities at the Site (e.g., Cincinnati Bell, Duke Energy, Metropolitan Sewer District of Greater Cincinnati, GCWW) to access, operate or maintain their facilities. Any damage to such facilities caused by SMSA or its contractors shall be repaired at SMSA's sole expense.
- **4.** <u>Government Approvals.</u> With reference to the requirements of section 14 (*Governmental Approvals*) of the Lease, and without limitation of other restrictions, approvals, obligations or liability imposed upon SMSA under the Lease, SMSA shall provide the City with a copy of any and all notices of violations of federal or state regulations in connection with the Equipment, including without limitation, OSHA or FCC requirements as to radio frequency energy exposure in connection with the Equipment or Changes.
- **5.** Access and Security. With reference to the requirements of section 8 (*Access and Security*) of the Lease, and without limitation of other restrictions, approvals, obligations or liability imposed upon SMSA under the Lease, in order to provide for the safety and security of the City's employees and contractors, SMSA shall:
  - (i) arrange for power to the Equipment to be turned off within 30 minutes of notice of the City's need to access or perform work at the water tower. The Equipment shall remain deenergized for the duration of the City's access or work per the City's notice;
  - (ii) provide to the City any radio frequency exposure studies conducted on the Equipment promptly upon completion;

- (iii) upon the City's request, provide to the City any information reasonably needed to understand the potential radio frequency exposure from the Equipment (subject to the City signing a nondisclosure agreement for SMSA's proprietary information).
- **6.** <u>Ratification</u>. All terms of the Lease not amended hereby or not inconsistent herewith shall remain in full force and effect and by this reference are incorporated herein as if fully rewritten herein, and the Lease, as amended hereby, is hereby ratified by the parties.

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

Cincinnati SMSA Limited Partnership
Ву:
Printed name:
Title:
Date:, 2020
City of Cincinnati
By: Paula Boggs Muething, Interim City Manager
Date:, 2020
Recommended by:
Cathy Bailey, Director, Greater Cincinnati Water Works
Approved as to Form:
Assistant City Solicitor
Certified Date: Fund/Code:
Amount:
By: Karen Alder, City Finance Director

# **EXHIBIT A**

# BASE RENT TABLE

	Monthly Installment	Annual Amount
Extended Term:		
(1) June 14, 2019 – June 13, 2020	\$ 5,916.03	\$ 70,992.36
(2) June 14, 2020 – June 13, 2021	\$ 6,152.67	\$ 73,832.05
(3) June 14, 2021 – June 13, 2022	\$ 6,398.78	\$ 76,785.33
(4) June 14, 2022 – June 13, 2023	\$ 6,654.73	\$ 79,856.74
(5) June 14, 2023 – June 13, 2024	\$ 6,920.92	\$ 83,051.01
1st Donovial Daviad		
1st Renewal Period:	ф <b>7.407.7</b> 5	<b>*</b> 00 070 00
(1) June 14, 2024 – June 13, 2025	\$ 7,197.75	\$ 86,373.06
(2) June 14, 2025 – June 13, 2026	\$ 7,485.66	\$ 89,827.98
(3) June 14, 2026 – June 13, 2027	\$ 7,785.09	\$ 93,421.10
(4) June 14, 2027 – June 13, 2028	\$ 8,096.50	\$ 97,157.94
(5) June 14, 2028 – June 13, 2029	\$ 8,420.35	\$101,044.26
2 <sup>nd</sup> Renewal Period:		
(1) June 14, 2029 – June 13, 2030	\$ 8,757.17	\$105,086.03
(2) June 14, 2030 – June 13, 2031	\$ 9,107.46	\$109,289.47
(3) June 14, 2031 – June 13, 2032	\$ 9,471.75	\$113,661.05
(4) June 14, 2032 – June 13, 2033	\$ 9,850.62	\$118,207.49
(5) June 14, 2033 – June 13, 2034	\$10,244.65	\$122,935.79
Ord Danassad Daviads		
3 <sup>rd</sup> Renewal Period:	<b>*</b>	<b>#</b> 407.050.00
(1) June 14, 2034 – June 13, 2035	\$10,654.44	\$127,853.22
(2) June 14, 2035 – June 13, 2036	\$11,080.61	\$132,967.35
(3) June 14, 2036 – June 13, 2037	\$11,523.84	\$138,286.04
(4) June 14, 2037 – June 13, 2038	\$11,984.79	\$143,817.49
(5) June 14, 2038 – June 13, 2039	\$12,464.18	\$149,570.19



# September 2, 2020

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

From: Paula Boggs Muething, Interim City Manager

Subject: Emergency Ordinance - Police: Compliant Technologies

**Donation** 

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to accept an in-kind donation from Compliant Technologies of equipment valued at \$7,769.50 for use by the Cincinnati Police Department's Civil Disturbance Response Team.

This Emergency Ordinance would authorize the City Manager to accept an in-kind donation from Compliant Technologies. Six pairs of Generated Low Output Voltage Emitter (G.L.O.V.E.) Conducted Electrical Weapons and associated support and cleaning tools will be donated. These are hand-worn devices intended to provide officers with additional less-than-lethal tools to apprehend suspects. The equipment is valued at \$7,769.50.

There is no new FTEs or other costs to the City related to the donation.

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 immediate need to accept the donation.

The Administration recommends passage of this Emergency Ordinance.

cc: Christopher A. Bigham, Assistant City Manager Karen Alder, Finance Director

Attachment



# **EMERGENCY**

**CFG** 

- 2020

**AUTHORIZING** the City Manager to accept an in-kind donation from Compliant Technologies of equipment valued at \$7,769.50 for use by the Cincinnati Police Department's Civil Disturbance Response Team.

WHEREAS, Compliant Technologies intends to donate six pairs of Generated Low Output Voltage Emitter ("G.L.O.V.E.") Conducted Electrical Weapons, and associated support and cleaning tools; and

WHEREAS, the G.L.O.V.E. Conducted Electrical Weapons are hand-worn devices intended to provide officers with additional less-than-lethal tools to apprehend suspects; and

WHEREAS, the value of the donation is approximately \$7,769.50; and

WHEREAS, there are no new FTEs or other cost to the City associated with acceptance of this donation; and

WHEREAS, this ordinance is in accord with the "Live" goal to "Create a more livable community" as set forth 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 accept an in-kind donation from Compliant Technologies of equipment valued at \$7,769.50 for use by the Cincinnati Police Department's Civil Disturbance Response Team.
- 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 the public peace, health, safety, and general welfare and shall, subject to the terms

of Article II, Section 6 of the Charter, be effective i	mmediately. The reason for the emergency is
the immediate need to accept the donation.	
Passed:, 2020	
	John Cranley, Mayor
Attest:	
Clerk	



# September 2, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: Emergency Ordinance - Police: Gary Sinise Foundation

First Responders Grant

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in the amount of up to \$50,000 from the Gary Sinise Foundation First Responders Grant Program for the purchase of CordicoShield, a customized law enforcement wellness app, aimed at strengthening workforce resilience, well-being, and retention for high-stress professions.

This Emergency Ordinance would authorize the City Manager to apply for, accept, and appropriate a grant in an amount up to \$50,000 from the Gary Sinise Foundation First Responders Grant Program for the purchase of CordicoShield, a customized law enforcement wellness app aimed at strengthening workforce resilience, well-being and retention for high-stress professions.

This Emergency Ordinance would also authorize the Finance Director to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 20GSF.

As the grant application deadline was June 10, 2020, the Cincinnati Police Department has applied for this grant prior to this Emergency Ordinance receiving approval from the City Council. Should this Emergency Ordinance not be approved, the grant funding will not be accepted.

This Emergency Ordinance is in accordance with the "Sustain" goal to "Become a Healthier Cincinnati" as described on page 181 of Plan Cincinnati (2012).

The reason for the emergency is to enable acceptance of grant funds in a timely fashion.

The Administration recommends passage of this Emergency Ordinance.

cc: Christopher A. Bigham, Assistant City Manager Karen Alder, Finance Director

Attachment



# EMERGENCY

**CFG** 

- 2020

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in the amount of up to \$50,000 from the Gary Sinise Foundation First Responders Grant Program for the purchase of CordicoShield, a customized law enforcement wellness app, aimed at strengthening workforce resilience, well-being, and retention for high-stress professions.

WHEREAS, there is a funding opportunity available from the Gary Sinise Foundation First Responders Grant Program for a grant of up to \$50,000 for the purpose of purchasing CordicoShield, a customized law enforcement wellness app; and

WHEREAS, CordicoShield is designed to strengthen workforce resilience, well-being, and retention for high-stress professions; and

WHEREAS, the grant requires no local match or new FTEs; and

WHEREAS, the Cincinnati Police Department will submit its grant application within the next few weeks as applications are accepted on a continuous basis, 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" as set forth on page 181 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 in the amount of up to \$50,000 from the Gary Sinise Foundation First Responders Grant Program for the purchase of CordicoShield, a customized law enforcement wellness app, aimed at strengthening workforce resilience, well-being, and retention for high-stress professions.

Section 2. That the Director of Finance is hereby authorized to receive and deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 20GSF.

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 enable acceptance of the grant funds in a timely fashion.

Passed:	, 2020	
		John Cranley, Mayor
Attest:Cler	:k	



September 2, 2020

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

From: Paula Boggs Muething, Interim City Manager

Subject: Emergency Ordinance- Amend Lease New Cingular Wireless at

Washington Water Tower

Transmitted herewith is an emergency ordinance captioned as follows.

**AUTHORIZING** the City Manager to execute an Amendment to Lease with New Cingular Wireless PCS, LLC to extend the term of an existing lease pertaining to space on the City-owned water tower located at 6141 Campus Lane in Mt. Washington neighborhood of Cincinnati.

The Administration recommends passage of this Emergency Ordinance.

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

# EMERGENCY

# City of Cincinnati An Ordinance An.\_

**CHM** 

- 2020

**AUTHORIZING** the City Manager to execute an *Amendment to Lease* with New Cingular Wireless PCS, LLC to extend the term of an existing lease pertaining to space on the City-owned water tower located at 6141 Campus Lane in the Mt. Washington neighborhood of Cincinnati.

WHEREAS, the City of Cincinnati owns the water tower located at 6141 Campus Lane in Cincinnati, which is under the management and control of the Greater Cincinnati Water Works ("GCWW"); and

WHEREAS, the City and New Cingular Wireless PCS, LLC (as successor in interest to Cincinnati SMSA Limited Partnership, a subsidiary of AT&T, Inc.) ("NCWPCS") are parties to a Lease of Space dated November 2, 1998 under which NCWPCS leases from the City space on the water tower and associated ground space for the installation and operation of voice and data communications equipment, for a term of 20 years; and

WHEREAS, the term of the Lease of Space expired on November 1, 2018, and the lease has continued on a month-to-month basis since that time, and the City and NCWPCS desire to ratify the Lease of Space and extend its term for up to an additional 20 years (i.e. an initial term with three 5-year renewal options), on the terms and conditions set forth in the Amendment to Lease attached to this ordinance as Attachment A; and

WHEREAS, the City has determined that the area leased by NCWPCS is not needed for a municipal purpose; and

WHEREAS, the City's Real Estate Services Division has determined, by appraisal, that the base rent set forth in the *Amendment to Lease* (namely, \$70,992/year, with annual increases of 4%) reflects the approximate fair market rental value of the leased area; 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, the City has determined that it is in the best interest of the City to eliminate competitive bidding in connection with the City's lease of the leased area to NCWPCS because NCWPCS has been utilizing space on the water tower for the past 22 years and both NCWPCS and GCWW desire to continue the mutually beneficial arrangement; and

WHEREAS, the City Planning Commission approved the *Amendment to Lease* 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 an *Amendment to Lease* with New Cingular Wireless PCS, LLC ("NCWPCS"), in substantially the form attached to this ordinance as Attachment A, pursuant to which the City of Cincinnati will ratify and extend the term of the existing *Lease of Space* pertaining to the water tower located at 6141 Campus Lane in Cincinnati, which is controlled by the Greater Cincinnati Water Works, through October 31, 2038.

Section 2. That the leased area is not needed for a municipal purpose.

Section 3. That the City's Real Estate Services Division has determined, by appraisal, that the base rent set forth in the *Amendment to Lease* (namely, \$70,992/year, with annual increases of 4%) reflects the approximate fair market rental value of the leased area.

Section 4. That it is in the best interest of the City to eliminate competitive bidding in connection with the City's lease of the leased area to NCWPCS because NCWPCS has been utilizing space on the water tower for the past 22 years and both NCWPCS and GCWW desire to continue the mutually beneficial arrangement.

Section 5. That the rent and other proceeds from the *Lease of Space* shall be deposited into Water Works Fund 312 "Private Lead Service Line Replacement" account 2140 for the purpose of providing financial assistance to qualified, low-income residential property owners for the costs of lead service line replacement.

Section 6. That Council authorizes the appropriate City officials to take all necessary and proper actions to fulfill the terms of the *Amendment to Lease* and this ordinance, including without limitation executing any and all ancillary documents.

Section 7. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the

terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to enable the City to promptly execute the *Amendment to Lease* to extend the term so that the additional proceeds generated by the *Amendment to Lease* may provide financial assistance to qualified, low-income residential property owners for the costs of lead service line replacement at the earliest possible time.

Passed:		_, 2020	
			John Cranley, Mayor
Attest:	Clerk	_	

# **ATTACHMENT A**

Contract No. 85X0030

Location: 6141 Campus Lane, Cincinnati, OH
(Mt. Washington Water Tower)

# **AMENDMENT TO LEASE**

This Amendment to Lease ("Amendment") 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 (as landlord; the "City"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor in interest to Cincinnati SMSA Limited Partnership, a Delaware limited partnership (a subsidiary of AT&T, Inc.) (as tenant; "NCWPCS").

Recitals:

- A. The City and NCWPCS are parties to a *Lease of Space* dated November 2, 1998 (the "Lease") pursuant to which the City leases to NCWPCS space on the City's water tower and associated ground space located at 6141 Campus Lane in Cincinnati, as more particularly described in the Lease, which is under the management and control of Greater Cincinnati Water Works ("GCWW"), pursuant to which NCWPCS operates various antennas and other telecommunications equipment at the site (collectively, the "Equipment"). Capitalized terms used herein but not defined herein, if any, shall have the meanings ascribed to them in the Lease.
- B. The term of the Lease (having an initial term of 5 years, with 3 automatic 5-year renewals) expired on November 1, 2018, and the parties desire to extend the term.
- C. The City's execution of this Amendment was authorized by Ordinance No. \_\_\_\_-2020, passed by Cincinnati City Council on \_\_\_\_\_\_, 2020.

NOW THEREFORE, the parties hereby agree as follows:

#### 1. Extension of Term.

- (A) <u>Extended Term</u>. With reference to section 2 (*Term*) of the Lease, the term of the Lease is hereby extended for the 5-year period from <u>Nov 1, 2018 Oct 31, 2023</u> (the "Extended Term"), subject to the parties' early termination rights under the Lease.
- (B) Renewal Periods. Provided NCWPCS is not in default under the Lease at the time of each renewal, the term of the Lease shall automatically be extended beyond the Extended Term for three (3) consecutive renewal periods of five (5) years each (namely: [1] Nov 1, 2023 Oct 31, 2028; [2] Nov 1, 2028 Oct 31, 2033; [3] Nov 1, 2033 Oct 31, 2038). The foregoing notwithstanding, NCWPCS may avoid such automatic renewal by notifying the City in writing, no less than six (6) months prior to the scheduled expiration date of the then current term, that the current term will not be extended.
- 2. <u>Base Rent</u>. With reference to section 4 (*Rent*) of the Lease, effective <u>Nov 1, 2018</u>, base rent payable by NCWPCS during the Extended Term and renewal periods shall be as set forth on <u>Exhibit A</u> (*Base Rent Table*) hereto. Payments of base rent shall made, in advance, on the first day of each month, without demand, notice or setoff. Payments shall be made to "Greater Cincinnati Water Works," and mailed to: GCWW, 4747 Spring Grove Avenue, Cincinnati, OH 45232.
- 3. <u>Modification or Additional Equipment; Coordinated Report Conditions (CR #106-2018)</u>. With reference to section 5 (*Installation and Location of Antennas or Other Telecommunication Equipment on Tower*), section 6 (*Installation and Location of Telecommunication Equipment Enclosures or Cabinets on Tower Property*), section 8 (*Electrical Interference*), and section 11 (*Liability and Indemnification*) of the Lease, and without limitation of other restrictions, approvals, obligations or liability imposed upon NCWPCS under the Lease, NCWPCS shall abide by the following with respect to any {00271923-13}

proposed alterations, upgrades or additions to its existing Equipment, radio frequency exposure from the Equipment, or signage at the site ("Changes"):

- (i) NCWPCS shall not make any Changes without in each instance the prior written consent of GCWW.
- (ii) Prior to beginning any work at the site or other initiation of Changes, NCWPCS shall provide GCWW with copies of all plans, designs and drawings pertaining to the proposed work, and any and all other information requested by GCWW in order to evaluate such request, including without limitation radio frequency information, radio frequency tests, and other information needed to thoroughly assess any potential safety issues. NCWPCS shall contract with a City of Cincinnati prequalified third party inspection services firm to inspect and approve all work involving structural modifications, welding, coatings, and the like. NCWPCS's commencement of work at the site prior to obtaining the written consent of GCWW shall constitute an immediate default under the Lease. Upon completion of Changes, GCWW shall have the right to request that NCWPCS perform a radio frequency exposure study of the site, provide the results to GCWW, and work with GCWW to address any radio frequency exposure concerns.
- (iii) NCWPCS shall ensure that all Changes comply with all applicable zoning requirements, including without limitation those pertaining to screening and concealment. NCWPCS shall utilize best efforts to minimize detractions from the tower's architecture or aesthetics.
- (iv) If the tower is then being used by the City or any other governmental entity for telecommunications purposes, NCWPCS shall provide GCWW with an interference study or other evidence satisfactory to GCWW establishing that the Changes will not cause interference or damage thereto.
- (v) In addition to NCWPCS's other obligations under section 11 (*Liability and Indemnification*) of the Lease, NCWPCS shall defend, indemnify and hold harmless the City, its employees, agents, contractors, licensees and invitees from and against any and all losses, damages, costs, expenses, or liability caused by NCWPCS's Equipment or Changes, including without limitation any of the foregoing caused by exposure to radio frequency radiation.
- (vi) NCWPCS shall ensure that the Equipment, Changes, and other activities of NCWPCS and its contractors shall not interfere with the rights of utility companies that have utility facilities at the site (e.g., Cincinnati Bell, Duke Energy, Metropolitan Sewer District of Greater Cincinnati, GCWW) to access, operate or maintain their facilities. Any damage to such facilities caused by NCWPCS or its contractors shall be repaired at NCWPCS's sole expense.
- 4. <u>Government Approvals</u>. With reference to the requirements of section 13 (*Government Approvals*) of the Lease, and without limitation of other restrictions, approvals, obligations or liability imposed upon NCWPCS under the Lease, NCWPCS shall provide the City with a copy of any and all notices of violations of federal or state regulations in connection with the Equipment, including without limitation, OSHA or FCC requirements as to radio frequency energy exposure in connection with the Equipment or Changes.
- 5. Access and Security. With reference to the requirements of section 7 (Access and Security) of the Lease, and without limitation of other restrictions, approvals, obligations or liability imposed upon NCWPCS under the Lease, in order to provide for the safety and security of the City's employees and contractors, NCWPCS shall:
  - (i) arrange for power to the Equipment to be turned off within 30 minutes of notice of the City's need to access or perform work at the water tower. The Equipment shall remain deenergized for the duration of the City's access or work per the City's notice;

- (ii) provide to the City any radio frequency exposure studies conducted on the Equipment promptly upon completion;
- (iii) upon the City's request, provide to the City any information reasonably needed to understand the potential radio frequency exposure from the Equipment (subject to the City signing a nondisclosure agreement for NCWPCS's proprietary information).
- **6.** <u>Notices</u>. With reference to section 14 (*Notices*) of the Lease, NCWPCS's notice address shall be updated as follows:

New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration

Re: Cell Site #: SOH1154

Cell Site Name: MT WASHINGTON; Fixed Asset No.: 10011669

1025 Lenox Park Blvd. NE

3rd Floor

Atlanta, GA 30319

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC Attn: AT&T Legal Department Re: Cell Site #: SOH1154

Cell Site Name: MT WASHINGTON; Fixed Asset No: 10011669

208 S. Akard Street

Dallas, Texas, 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

7. <u>Ratification</u>. All terms of the Lease not amended hereby or not inconsistent herewith shall remain in full force and effect and by this reference are incorporated herein as if fully rewritten herein, and the Lease, as amended hereby, is hereby ratified by the parties.

INO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

New Cingular Wireless PCS, LLC, a Delaware limited liability company By: AT&T Mobility Corporation Its: Manager By: \_\_\_\_\_ Printed name: Title: \_\_\_\_\_ Date: \_\_\_\_\_, 2020 NCWPCS ACKNOWLEDGEMENT STATE OF \_\_\_\_\_ I certify that I know or have satisfactory evidence that \_\_\_\_ person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. Notary Seal (Signature of Notary) (Legibly Print or Stamp Name of Notary) Notary Public in and for the State of \_\_\_\_\_ My appointment expires:

Executed by the parties on the dates indicated below their respective signatures, effective as of

the later of such dates (the "Effective Date").

**[CITY SIGNATURES FOLLOWING PAGE]** 

# City of Cincinnati, an Ohio municipal corporation Paula Boggs Muething, Interim City Manager Date: \_\_\_\_\_, 2020 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 corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby. **Notary Public** My commission expires: Recommended by: Cathy Bailey, Director, Greater Cincinnati Water Works Approved as to Form: **Assistant City Solicitor** Certified Date: \_\_\_\_\_ Fund/Code: \_\_\_\_\_Amount: \_\_\_\_ Karen Alder, City Finance Director

EXHIBIT A

BASE RENT TABLE (Mt. Washington Tower - 6141 Campus Lane)

	Monthly Installment	Annual Amount
Extended Term:		
(1) Nov 1, 2018 – Oct 31, 2019	\$5,916.02	\$70,992.24
(2) Nov 1, 2019 – Oct 31, 2020	\$6,152.66	\$73,831.92
(3) Nov 1, 2020 – Oct 31, 2021	\$6,398.77	\$76,785.24
(4) Nov 1, 2021 – Oct 31, 2022	\$6,654.72	\$79,856.64
(5) Nov 1, 2022 – Oct 31, 2023	\$6,920.91	\$83,050.92
1 <sup>st</sup> Renewal Period:		
(1) Nov 1, 2023 – Oct 31, 2024	\$7,197.74	\$86,372.88
(2) Nov 1, 2024 – Oct 31, 2025	\$7,485.65	\$89,827.80
(3) Nov 1, 2025 – Oct 31, 2026	\$7,785.08	\$93,420.96
(4) Nov 1, 2026 - Oct 31, 2027	\$8,096.48	\$97,157.80
(5) Nov 1, 2027 – Oct 31, 2028	\$8,420.34	\$101,044.08
2 <sup>nd</sup> Renewal Period:		
(1) Nov 1, 2028 - Oct 31, 2029	\$8,757.15	\$105,085.80
(2) Nov 1, 2029 - Oct 31, 2030	\$9,107.44	\$109,289.28
(3) Nov 1, 2030 - Oct 31, 2031	\$9,471.74	\$113,660.88
(4) Nov 1, 2031 – Oct 31, 2032	\$9,850.61	\$118,207.32
(5) Nov 1, 2032 – Oct 31, 2033	\$10,244.63	\$122,935.56
3 <sup>rd</sup> Renewal Period:		
(1) Nov 1, 2033 – Oct 31, 2034	\$10,654.42	\$127,853.04
(2) Nov 1, 2034 - Oct 31, 2035	\$11,080.59	\$132,967.08
(3) Nov 1, 2035 - Oct 31, 2036	\$11,523.82	\$138,285.84
(4) Nov 1, 2036 - Oct 31, 2037	\$11,984.77	\$143,817.24
(5) Nov 1, 2037 - Oct 31, 2038	\$12,464.16	\$149,569.92

Contract No. 85X0030

Location: 6141 Campus Lane, Cincinnati, OH
(Mt. Washington Water Tower)

#### AMENDMENT TO LEASE

This Amendment to Lease ("Amendment") 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 (as landlord; the "**City**"), and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, as successor in interest to Cincinnati SMSA Limited Partnership, a Delaware limited partnership (a subsidiary of AT&T, Inc.) (as tenant; "**NCWPCS**").

Recitals:

- A. The City and NCWPCS are parties to a *Lease of Space* dated November 2, 1998 (the "Lease") pursuant to which the City leases to NCWPCS space on the City's water tower and associated ground space located at 6141 Campus Lane in Cincinnati, as more particularly described in the Lease, which is under the management and control of Greater Cincinnati Water Works ("GCWW"), pursuant to which NCWPCS operates various antennas and other telecommunications equipment at the site (collectively, the "Equipment"). Capitalized terms used herein but not defined herein, if any, shall have the meanings ascribed to them in the Lease.
- B. The term of the Lease (having an initial term of 5 years, with 3 automatic 5-year renewals) expired on November 1, 2018, and the parties desire to extend the term.
- C. The City's execution of this Amendment was authorized by Ordinance No. \_\_\_\_-2020, passed by Cincinnati City Council on \_\_\_\_\_\_, 2020.

NOW THEREFORE, the parties hereby agree as follows:

# 1. Extension of Term.

- (A) <u>Extended Term.</u> With reference to section 2 (*Term*) of the Lease, the term of the Lease is hereby extended for the 5-year period from <u>Nov 1, 2018 Oct 31, 2023</u> (the "Extended Term"), subject to the parties' early termination rights under the Lease.
- (B) Renewal Periods. Provided NCWPCS is not in default under the Lease at the time of each renewal, the term of the Lease shall automatically be extended beyond the Extended Term for three (3) consecutive renewal periods of five (5) years each (namely: [1] Nov 1, 2023 Oct 31, 2028; [2] Nov 1, 2028 Oct 31, 2033; [3] Nov 1, 2033 Oct 31, 2038). The foregoing notwithstanding, NCWPCS may avoid such automatic renewal by notifying the City in writing, no less than six (6) months prior to the scheduled expiration date of the then current term, that the current term will not be extended.
- **2.** <u>Base Rent</u>. With reference to section 4 (*Rent*) of the Lease, effective <u>Nov 1, 2018</u>, base rent payable by NCWPCS during the Extended Term and renewal periods shall be as set forth on <u>Exhibit A</u> (*Base Rent Table*) hereto. Payments of base rent shall made, in advance, on the first day of each month, without demand, notice or setoff. Payments shall be made to "Greater Cincinnati Water Works," and mailed to: GCWW, 4747 Spring Grove Avenue, Cincinnati, OH 45232.
- 3. <u>Modification or Additional Equipment; Coordinated Report Conditions (CR #106-2018)</u>. With reference to section 5 (*Installation and Location of Antennas or Other Telecommunication Equipment on Tower*), section 6 (*Installation and Location of Telecommunication Equipment Enclosures or Cabinets on Tower Property*), section 8 (*Electrical Interference*), and section 11 (*Liability and Indemnification*) of the Lease, and without limitation of other restrictions, approvals, obligations or liability imposed upon NCWPCS under the Lease, NCWPCS shall abide by the following with respect to any {00271923-13}

proposed alterations, upgrades or additions to its existing Equipment, radio frequency exposure from the Equipment, or signage at the site ("**Changes**"):

- (i) NCWPCS shall not make any Changes without in each instance the prior written consent of GCWW.
- (ii) Prior to beginning any work at the site or other initiation of Changes, NCWPCS shall provide GCWW with copies of all plans, designs and drawings pertaining to the proposed work, and any and all other information requested by GCWW in order to evaluate such request, including without limitation radio frequency information, radio frequency tests, and other information needed to thoroughly assess any potential safety issues. NCWPCS shall contract with a City of Cincinnati prequalified third party inspection services firm to inspect and approve all work involving structural modifications, welding, coatings, and the like. NCWPCS's commencement of work at the site prior to obtaining the written consent of GCWW shall constitute an immediate default under the Lease. Upon completion of Changes, GCWW shall have the right to request that NCWPCS perform a radio frequency exposure study of the site, provide the results to GCWW, and work with GCWW to address any radio frequency exposure concerns.
- (iii) NCWPCS shall ensure that all Changes comply with all applicable zoning requirements, including without limitation those pertaining to screening and concealment. NCWPCS shall utilize best efforts to minimize detractions from the tower's architecture or aesthetics.
- (iv) If the tower is then being used by the City or any other governmental entity for telecommunications purposes, NCWPCS shall provide GCWW with an interference study or other evidence satisfactory to GCWW establishing that the Changes will not cause interference or damage thereto.
- (v) In addition to NCWPCS's other obligations under section 11 (*Liability and Indemnification*) of the Lease, NCWPCS shall defend, indemnify and hold harmless the City, its employees, agents, contractors, licensees and invitees from and against any and all losses, damages, costs, expenses, or liability caused by NCWPCS's Equipment or Changes, including without limitation any of the foregoing caused by exposure to radio frequency radiation.
- (vi) NCWPCS shall ensure that the Equipment, Changes, and other activities of NCWPCS and its contractors shall not interfere with the rights of utility companies that have utility facilities at the site (e.g., Cincinnati Bell, Duke Energy, Metropolitan Sewer District of Greater Cincinnati, GCWW) to access, operate or maintain their facilities. Any damage to such facilities caused by NCWPCS or its contractors shall be repaired at NCWPCS's sole expense.
- **4.** <u>Government Approvals</u>. With reference to the requirements of section 13 (*Government Approvals*) of the Lease, and without limitation of other restrictions, approvals, obligations or liability imposed upon NCWPCS under the Lease, NCWPCS shall provide the City with a copy of any and all notices of violations of federal or state regulations in connection with the Equipment, including without limitation, OSHA or FCC requirements as to radio frequency energy exposure in connection with the Equipment or Changes.
- **5.** Access and Security. With reference to the requirements of section 7 (*Access and Security*) of the Lease, and without limitation of other restrictions, approvals, obligations or liability imposed upon NCWPCS under the Lease, in order to provide for the safety and security of the City's employees and contractors, NCWPCS shall:
  - (i) arrange for power to the Equipment to be turned off within 30 minutes of notice of the City's need to access or perform work at the water tower. The Equipment shall remain deenergized for the duration of the City's access or work per the City's notice;

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- (iii) upon the City's request, provide to the City any information reasonably needed to understand the potential radio frequency exposure from the Equipment (subject to the City signing a nondisclosure agreement for NCWPCS's proprietary information).
- **6.** <u>Notices</u>. With reference to section 14 (*Notices*) of the Lease, NCWPCS's notice address shall be updated as follows:

New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration

Re: Cell Site #: SOH1154

Cell Site Name: MT WASHINGTON; Fixed Asset No.: 10011669

1025 Lenox Park Blvd. NE

3<sup>rd</sup> Floor

Atlanta, GA 30319

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC

Attn: AT&T Legal Department Re: Cell Site #: SOH1154

Cell Site Name: MT WASHINGTON; Fixed Asset No: 10011669

208 S. Akard Street

Dallas, Texas, 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

7. <u>Ratification</u>. All terms of the Lease not amended hereby or not inconsistent herewith shall remain in full force and effect and by this reference are incorporated herein as if fully rewritten herein, and the Lease, as amended hereby, is hereby ratified by the parties.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

the later of such dates (the "Effective Date"). **New Cingular Wireless PCS, LLC,** a Delaware limited liability company By: AT&T Mobility Corporation Its: Manager By: \_\_\_\_\_ Printed name: Date: \_\_\_\_\_, 2020 **NCWPCS ACKNOWLEDGEMENT** STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ I certify that I know or have satisfactory evidence that \_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. DATED: \_\_\_\_\_ Notary Seal (Signature of Notary)

Executed by the parties on the dates indicated below their respective signatures, effective as of

[CITY SIGNATURES FOLLOWING PAGE]

(Legibly Print or Stamp Name of Notary)

My appointment expires:

Notary Public in and for the State of \_\_\_\_\_

# City of Cincinnati, an Ohio municipal corporation Paula Boggs Muething, Interim City Manager Date: \_\_\_\_\_\_, 2020 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 corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby. Notary Public My commission expires: Recommended by: Cathy Bailey, Director, Greater Cincinnati Water Works Approved as to Form: Assistant City Solicitor Certified Date: \_\_\_\_\_\_Fund/Code: \_\_\_\_\_ Amount: \_\_\_\_\_ By: \_\_\_\_\_ Karen Alder, City Finance Director

EXHIBIT A

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	Monthly Installment	Annual Amount
Extended Term:		
(1) Nov 1, 2018 - Oct 31, 2019	\$5,916.02	\$70,992.24
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(2) Nov 1, 2024 – Oct 31, 2025	\$7,485.65	\$89,827.80
(3) Nov 1, 2025 - Oct 31, 2026	\$7,785.08	\$93,420.96
(4) Nov 1, 2026 - Oct 31, 2027	\$8,096.48	\$97,157.80
(5) Nov 1, 2027 – Oct 31, 2028	\$8,420.34	\$101,044.08
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(2) Nov 1, 2029 – Oct 31, 2030	\$9,107.44	\$109,289.28
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(3) Nov 1, 2035 – Oct 31, 2036	\$11,523.82	\$138,285.84
(4) Nov 1, 2036 – Oct 31, 2037	\$11,984.77	\$143,817.24
(5) Nov 1, 2037 – Oct 31, 2038	\$12,464.16	\$149,569.92



# September 2, 2020

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

From: Paula Boggs Muething, Interim City Manager

Subject: Ordinance - Ohio EPA Diesel Mitigation Trust Fund Grant

Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to apply for a grant in the amount of up to \$391,950 from the Ohio Environmental Protection Agency's Diesel Mitigation Trust Fund for the purpose of replacing a select number of diesel vehicles within the City fleet.

Approval of this Ordinance authorizes the City Manager to apply for a grant in the amount of up to \$391,950 from the Ohio Environmental Protection Agency's Diesel Mitigation Trust Fund (DMTF) for the purpose of replacing a select number of diesel vehicles within the City fleet.

The DMTF Grant does not require any new FTEs. The grant requires local match resources in the amount of \$479,950, which are available within existing capital improvement program project account no. 980x981x212505, "Fleet Replacements."

To meet the grant application deadline of August 7, 2020, the administration has submitted the application for this grant. However, no grant funds will be accepted without prior City Council approval.

This 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 (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 a grant in the amount of up to \$391,950 from the Ohio Environmental Protection Agency's Diesel Mitigation Trust Fund for the purpose of replacing a select number of diesel vehicles within the City fleet.

WHEREAS, on May 16, 2018, Council adopted the Green Cincinnati Plan in Motion No. 201800830; and

WHEREAS, replacing inefficient diesel vehicles from the City's fleet supports the goal of the Green Cincinnati Plan (2018) to "Decrease the consumption of fossil fuels, including gas, diesel, and natural gas by 20%" and the strategy to "Green the Fleet: Improve the fuel efficiency of the City's Fleet," as described on pages 205 and 215 of the plan; and

WHEREAS, the grant does not require any new FTEs; and

WHEREAS, the grant requires local match resources in the amount of \$479,950, which are available within existing capital improvement project account no. 980x981x212505, "Fleet Replacements"; and

WHEREAS, in order to meet the grant application deadline of August 7, 2020, the administration has submitted its application for this grant, but no grant funds will be accepted without prior Council approval; and

WHEREAS, replacing inefficient diesel vehicles from the City's fleet 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 City Manager is hereby authorized to apply for a grant in the amount of up to \$391,950 from the Ohio Environmental Protection Agency's Diesel Mitigation Trust Fund for the purpose of replacing a select number of diesel vehicles within the City fleet.

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

	Section 3.	. That this ordin	nance shall	take effect f	rom and	after the ea	ırliest perio	d allowed
by law	<b>7.</b>							
Passec	1:			_, 2020				
						John Cra	nley, Mayo	or
Attest	:	Clerk		_				



# September 2, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: Emergency Ordinance - FY 2020 Coronavirus Emergency

Supplemental Funding Grant

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in an amount up to \$250,000 from the Ohio Department of Public Safety, Office of Criminal Justice Services, FY 2020 Coronavirus Emergency Supplemental Funding Grant (CFDA #16.034) for the purpose of reimbursing the Cincinnati Police Department for overtime expenses related to Coronavirus preparation, prevention and response; and AUTHORIZING the Finance Director to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 20CERF.

This Emergency Ordinance would authorize the City Manager to apply for, accept, and appropriate a grant in an amount up to \$250,000 from the Ohio Department of Public Safety, Office of Criminal Justice Services, FY 2020 Coronavirus Emergency Supplemental Funding Grant for the purpose of reimbursing Cincinnati Police Department (CPD) overtime related to Coronavirus preparation, prevention and response. This funding opportunity is in addition to the Bureau of Justice Assistance (BJA) FY 2020 Coronavirus Emergency Supplemental Funding Grant that the CPD was recently awarded. There is no set deadline for application. Length of funding is 6 to 12 months and may be backdated to March 1, 2020. There is no FTE or local match requirement.

This Emergency Ordinance would also authorize the Finance Director to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 20CERF.

The Cincinnati Police Department has applied for this grant prior to this Emergency Ordinance receiving approval from the City Council. Should this Emergency Ordinance not be approved, the grant funding will not be accepted.

This Emergency Ordinance is in accordance with the "Sustain" goal as described on page 187 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need for the timely acceptance of grant funds to reimburse CPD for overtime expenses related to the prevention and control of COVID-19 cases.

The Administration recommends passage of this Emergency Ordinance.

Christopher A. Bigham, Assistant City Manager cc: Karen Alder, Finance Director

Attachment



# **EMERGENCY**

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- 2020

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in an amount up to \$250,000 from the Ohio Department of Public Safety, Office of Criminal Justice Services, FY 2020 Coronavirus Emergency Supplemental Funding Grant (CFDA #16.034) for the purpose of reimbursing the Cincinnati Police Department for overtime expenses related to Coronavirus preparation, prevention, and response; and AUTHORIZING the Finance Director to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 20CERF.

WHEREAS, a FY 2020 Coronavirus Emergency Supplemental Funding Grant in an amount up to \$250,000 is available from the Ohio Department of Public Safety, Office of Criminal Justice Services, which can be used to reimburse the Cincinnati Police Department ("CPD") for overtime expenses related to Coronavirus preparation, prevention, and response; and

WHEREAS, this funding opportunity is in addition to the Bureau of Justice Assistance FY20 Coronavirus Emergency Supplemental Funding Grant that CPD was recently awarded; and

WHEREAS, there is no deadline for the application and CPD has already applied, but funding will not be accepted without authorization by the City Council; and

WHEREAS, funding will be six to twelve months in duration and may be retroactive to March 1, 2020; and

WHEREAS, there is no local match required and no new FTEs are associated with this grant; and

WHEREAS, preventing, preparing for, and responding to the Coronavirus is in accordance with the "Sustain" goal as described on page 187 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 in an amount up to \$250,000 from the Ohio Department of Public Safety, Office of Criminal Justice Services, FY 2020 Coronavirus Emergency Supplemental Funding Grant (CFDA #16.034) for the purpose of reimbursing the Cincinnati Police Department ("CPD") for overtime expenses related to Coronavirus preparation, prevention, and response.

Section 2. That the Finance Director is hereby authorized to deposit the grant funds into

Law Enforcement Grant Fund 368, Project Account No. 20CERF.

Section 3. That the proper City officials are authorized to do all things necessary and

proper to carry out the terms of Sections 1-2 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 timely acceptance of grant funds to reimburse CPD for overtime

expenses related to the prevention and control of COVID-19 cases.

Passed:		, 2020	
			John Cranley, Mayor
Attest:			
	Clark		



September 2, 2020

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

From: Paula Boggs Muething, Interim City Manager

Subject: Ordinance - Water Supply Revolving Loan Account Funding

Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager or her designee to apply for, accept, and appropriate Water Supply Revolving Loan Account loan funding in the approximate amount of \$8,000,000 from the Ohio Environmental Protection Agency and the Ohio Water Development Authority for the purpose of replacing aging water mains as well as planning, designing, and constructing drinking water facilities for Greater Cincinnati Water Works.

Approval of this Ordinance will authorize the City Manager or her designee to apply for, accept, and appropriate Water Supply Revolving Loan Account (WSRLA) funding in the approximate amount of \$8,000,000 from the Ohio Environmental Protection Agency (OEPA) and the Ohio Water Development Authority (OWDA). WSRLA funding is available for the purpose of replacing aging water mains as well as planning, designing, and constructing drinking water facilities for the Greater Cincinnati Water Works (GCWW). This funding will be used for the Pleasant, Congreve, Clarewood and Glenway water main project; and various water main replacement projects as part of GCWW's water main replacement program.

GCWW's water main replacement program 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).

The Administration recommends passage of this Ordinance.

cc: Christopher A. Bigham, Assistant City Manager Karen Alder, Finance Director

Attachment



**AUTHORIZING** the City Manager or her designee to apply for, accept, and appropriate Water Supply Revolving Loan Account loan funding in the approximate amount of \$8,000,000 from the Ohio Environmental Protection Agency and the Ohio Water Development Authority for the purpose of replacing aging water mains as well as planning, designing, and constructing drinking water facilities for Greater Cincinnati Water Works.

WHEREAS, each year the Administration applies for various funding sources to augment the City's Capital Improvement Program; and

WHEREAS, Water Supply Revolving Loan Account ("WSRLA") funding in the approximate amount of \$8,000,000 is available from the Ohio Environmental Protection Agency and the Ohio Water Development Authority for the purpose of replacing aging water mains as well as planning, designing, and constructing drinking water facilities for Greater Cincinnati Water Works ("GCWW"); and

WHEREAS, this funding will be used for the Pleasant, Congreve, Clarewood, and Glenway water main project, and various other water main replacement projects to replace aging water mains as part of GCWW's water main replacement program; and

WHEREAS, GCWW's water main replacement program 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 City Manager or her designee is hereby authorized to apply for, accept, and appropriate Water Supply Revolving Loan Account loan funding in the approximate amount of \$8,000,000 from the Ohio Environmental Protection Agency and the Ohio Water Development Authority for the purpose of replacing aging water mains as well as planning, designing, and constructing drinking water facilities for the Greater Cincinnati Water Works.

Section 2. That the Finance Director is authorized to receive and deposit the loan funds into Water Works Capital Fund 756.

Section 3. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of the loan 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:	Clerk		



Date: September 2, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: EMERGENCY ORDINANCE – VACATION AND SALE OF A PORTION OF MEDPACE

WAY

Attached is an emergency ordinance captioned as follows:

AUTHORIZING the City Manager to vacate and sell to 100 Medpace Way, LLC; 200 Medpace Way, LLC; 300 Medpace Way, LLC; 400 Medpace Way, LLC; and the Port of Greater Cincinnati Development Authority certain portions of the public right-of-way known as Medpace Way in the Madisonville neighborhood of Cincinnati.

Property owners 100 Medpace Way, LLC; 200 Medpace Way, LLC; 300 Medpace Way, LLC; 400 Medpace Way, LLC; and the Port of Greater Cincinnati Development authority own property abutting the public right-of-way known as Medpace Way in Madisonville. They have requested the City vacate an approximately 0.3257-acre portion of Medpace Way and convey it to them so they can reconfigure it to promote efficient traffic circulation patterns in and around their Development, "Madison Center".

The City will vacate the property to the Petitioners because there is a good cause for the vacation, and it will not be detrimental to the general interest. The approximate fair market value of the property is \$26,550; however, the City is agreeable to selling the property to Petitioners for \$1.00 to facilitate the construction of their phased development.

The City Planning Commission approved the vacation and sale of the property at its meeting on February 7, 2020.

The reason for the emergency is the immediate need to vacate and sell the property to Petitioners so that they may proceed with construction without delay, thereby enabling Petitioner to minimize potential adverse impacts to traffic circulation patterns in and around "Madison Center".

The Administration recommends passage of the attached emergency ordinance.

Attachment I – Property Sale Agreement

cc: John S. Brazina, Director, Transportation and Engineering – john b

# **EMERGENCY**

# City of Cincinnati

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AWG

# An Ordinance No.

**AUTHORIZING** the City Manager to vacate and sell to 100 Medpace Way, LLC; 200 Medpace Way, LLC; 300 Medpace Way, LLC; 400 Medpace Way, LLC; and the Port of Greater Cincinnati Development Authority certain portions of the public right-of-way known as Medpace Way in the Madisonville neighborhood of Cincinnati.

WHEREAS, the City of Cincinnati owns the public right-of-way known as Medpace Way in Cincinnati, which property is under the management and control of the City's Department of Transportation and Engineering ("DOTE"); and

WHEREAS, 100 Medpace Way, LLC; 200 Medpace Way, LLC; 300 Medpace Way, LLC; 400 Medpace Way, LLC; and the Port of Greater Cincinnati Development Authority ("Petitioners") own the properties abutting an approximately 0.3257 acre portion of Medpace Way, as depicted in the *Property Sale Agreement* attached to this ordinance as Attachment A (the "Property"); and

WHEREAS, Petitioners have requested that the City vacate the Property as public right of way and convey it to Petitioners as abutting property owners to facilitate the reconfiguration of the Medpace Way public right-of-way to promote efficient traffic circulation patterns in and around Planned Development No. 73, "Madison Center"; and

WHEREAS, pursuant to Ohio Revised Code Section 723.04, the City may, upon petition, vacate a street or alley if it has determined that there is good cause for the vacation and that the vacation will not be detrimental to the general interest; and

WHEREAS, Barrett P. Tullis Esq., a reputable attorney practicing in Hamilton County, Ohio, has certified that Petitioners and the City are the owners of all of the property that abuts the Property; and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-1, the City may sell real property that is not needed for municipal purposes; and

WHEREAS, the City's Real Estate Services Division has determined, by appraisal, that the approximate fair market value of the Property is \$26,550 however the City is agreeable to selling the Property to Petitioners for less than fair market value; namely, \$1.00 to facilitate the construction of a phased development on certain portions of the Property as part of a mixed-use office and commercial complex commonly known as Planned Development No. 73, "Madison Center" through which the City will receive economic benefits equal to or exceeding the fair market value of the Property by enabling the Property to be put to its highest and best use and lead to the creation of jobs in the City; and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-5, 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, pursuant to Section 13 of Article VIII of the Ohio Constitution provides that 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 to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State; 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 February 7, 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 100 Medpace Way, LLC; 200 Medpace Way, LLC; 300 Medpace Way, LLC; 400 Medpace Way, LLC; and the Port of Greater Cincinnati Development Authority ("Petitioners") each a respective abutting portion of an approximately 0.3257 acre portion of the public right-of-way known as Medpace Way 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 \$26,550, however the City is justified in selling the Property to Petitioners for less than fair market value, namely, for \$1.00, to facilitate the construction of a phased development on certain portions of the Property related to a mixed-use office and commercial complex commonly known as Planned Development No. 73, "Madison Center," through which the City will receive economic benefits equal to or exceeding

the fair market value of the Property by enabling the Property to be put to its highest and best use, leading to job creation in the City.

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 the City and Petitioners own all 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 the *Property Sale Agreement* substantially in the form as Attachment A, and any and all other ancillary agreements, deeds, plats, and other documents.

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 the immediate need to vacate and sell the Property to Petitioners so that they may proceed with construction to reconfigure the public right-of-way known as Medpace Way without delay, thereby enabling Petitioner to minimize potential adverse impacts to traffic circulation patterns in and around Planned Development No. 73.

Passed:		, 2020	
		_	John Cranley, Mayor
Attest:	Clerk	· .	

# **ATTACHMENT A**

Contract	No.	 		
	_			

Property: Medpace Way

### 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 among 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"); 100 MEDPACE WAY, LLC, an Ohio limited liability company the address of which is 5375 Medpace Way, Cincinnati, OH 45227; 200 MEDPACE WAY, LLC, an Ohio limited liability company, the address of which is 5375 Medpace Way, Cincinnati, Ohio 45227; 300 MEDPACE WAY, LLC, an Ohio limited liability company, the address of which is 5375 Medpace Way, Cincinnati, Ohio 45227; 400 MEDPACE WAY, LLC, an Ohio limited liability company, the address of which is 5375 Medpace Way, Cincinnati, Ohio 45227; and the PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY, an Ohio port authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State of Ohio, the address of which is 3 E. 4th Street, Suite 300 Cincinnati, OH 45202 (collectively referred to herein as the "Purchasers" and each a "Purchaser", as applicable).

#### Recitals:

- A. The City owns a <u>2.141</u> acre tract of land dedicated as public right-of-way in Plat Book 420, Page 20, Hamilton County, Ohio Records, known as Medpace Way in the Madisonville neighborhood of Cincinnati, Ohio, which property is under the management and control of the City's Department of Transportation and Engineering ("**DOTE**").
- B. Purchasers own adjoining property that abuts Medpace Way encircling an existing roundabout, as depicted on <u>Exhibit A</u> (*Site Survey*) hereto, which consists of an office and commercial mixed-use development comprising Planned Development No. 73, "Madison Center" ("Purchasers Property").
- C. Purchasers have petitioned the City to vacate approximately <u>0.3257</u> acres of Medpace Way, as depicted on <u>Exhibit A</u> and described on <u>Exhibit B</u> (*Legal Description*) hereto (the "Sale Property") to reconfigure certain portions of the existing roundabout, and each Purchaser seeks to purchase from the City the respective portion of the Sale Property abutting that Purchaser's property to consolidate it with their respective property to facilitate the ongoing redevelopment of Planned Development No. 73.
- D. Barrett P. Tullis a reputable attorney practicing in Hamilton County, Ohio, has provided an Attorney's Certificate of Title dated July 6, 2020 certifying that (i) the City and Purchasers are the owners of all the real property abutting the Sale Property, and (ii) the written consent of all necessary Purchasers to the City's vacation and sale of the Sale Property to Purchasers, a copy of which is attached as <a href="Exhibit D">Exhibit D</a> (Attorney's Certificate of Title) hereto.
- E. Pursuant to Chapter 723 of the Ohio Revised Code, 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.
- F. 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.
- G. The City's Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Sale Property is \$26,550. However, the City is agreeable to selling the Sale Property to Purchasers for less than fair market value; namely, \$1.00 to facilitate the ongoing phased

redevelopment of Purchasers Property into a mixed-use office and commercial complex, which redevelopment will create jobs, enable the property to be put to its highest and best use, and provide economic benefits to the City.

- H. 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 Purchasers is in the interest of the public because Purchasers own all of the property abutting the Sale Property and therefore, as a practical matter no one other than Purchasers would have any use for it.
- I. Section 13 of Article VIII of the Ohio Constitution provides that, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political subdivisions to sell, lease, exchange, or otherwise dispose of property within the State of Ohio for industry, commerce, distribution and research.
- J. 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 February 7, 2020.

K.	Execution of thi	is Agreement was	s authorized by	Cincinnati	City	Council	by (	Ordinance	No
2020	, passed on	, 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 Purchasers, and Purchasers hereby agrees to purchase the Sale Property from the City for \$1 (the "Purchase Price"). Purchasers acknowledge that they are familiar with the condition of the Sale Property and, at Closing (as defined below), the City shall convey the Sale Property to Purchasers in "as is" condition. The City makes no representations or warranties to Purchasers 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 Purchasers 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 Purchasers (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 Purchasers or handle such Conditions post-Closing. Purchasers 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>: Purchasers' approval of title to the Sale Property and, if obtained by Purchasers, an ALTA property survey of the Sale Property;
  - (ii) <u>Inspections, Utilities & Zoning/Building Code Requirements</u>: Purchasers' 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) <u>Plats and Legal Descriptions</u>: Purchasers 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) <u>Purchasers' Interests</u>: Purchasers shall have provided the City with an attorney's certificate of title certifying that Purchasers and the City are the sole Purchasers to the Sale Property.

# (v) Coordinated Report Conditions (CR #61-2019)

- a. <u>DOTE</u>: The petitioner is required, at their expense, to provide the City with an acceptable legal description for the easement area that meets the recordable standards of the Hamilton County Recorder's Office. The Purchasers should also submit one drawing that shows the new curb lines with the revised proposed right of way on the same drawing so DOTE can confirm the new roadway was constructed with the correct alignment.
- b. <u>Cincinnati Bell Telephone</u>: 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 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 approximately **120 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) Purchasers 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 Purchasers by Quitclaim Deed in the form of Exhibit C (Form of Quitclaim Deeds). Purchasers 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, Purchasers 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 Purchasers that the City is selling the Property "as is." Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Purchasers 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 Purchasers 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. <u>Notices</u>. 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 Purchasers send a notice to the City alleging that the City is in default under this Agreement, Purchasers 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 Purchasers. Purchasers make the following representations, warranties and covenants to induce the City to enter into this Agreement:
- (i) Purchasers are duly organized and validly existing under the laws of the State of Ohio, are authorized to transact business in the State of Ohio, have properly filed all certificates and reports required to be filed by it under the laws of the State of Ohio, and are not in violation of any laws relevant to the transactions contemplated by this Agreement.
- (ii) Purchasers have full power and authority to execute and deliver this Agreement and to carry out the transactions provided for herein.
- (iii) Purchasers' 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 Purchasers' organizational documents, or any mortgage, contract, agreement or other undertaking to which Purchasers are parties or which purports to be binding upon Purchasers or upon any of their assets, nor are Purchasers 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 Purchasers, threatened against or affecting Purchasers, at law or in equity or before or by any governmental authority.
- (v) Purchasers 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 Purchasers that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition or its Developer of the Property.
- (vi) The statements made in the documentation provided by Purchasers to the City that are descriptive of Purchasers or their facility have been reviewed by Purchasers 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) Neither Purchasers nor any of their affiliates owes 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 all 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 Purchasers agree that venue in such court is proper. Purchasers hereby waive 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. Purchasers shall not assign their 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>. Purchasers represent to the City that Purchasers have 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 Purchasers or in the property sale, and Purchasers 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.
- (L) <u>Counterparts</u>. This Agreement may be executed in counterparts, each shall be regarded as an original and all of which shall constitute but one and the same Agreement.
  - 6. **Exhibits**. The following exhibits are attached hereto and made a part hereof:

Exhibit A - Site Survey

Exhibit B - Legal Descriptions

Exhibit C - Form of Quit Claim Deeds

Exhibit D - Attorney's Certificate of Title

[signature page to follow]

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

100 MEDPACE WAY, LLC	200 MEDPACE WAY, LLC
Ву:	Ву:
Printed name:	Printed name:
Title:	Title:
Date:, 2020	Date:, 2020
300 MEDPACE WAY, LLC	400 MEDPACE WAY, LLC
By:	Ву:
Printed name:	Printed name:
Title:	Title:
Date:, 2020	Date:, 2020

[Port of Greater Cincinnati Development Authority signature on the following page]

# PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY

Ву:	
Printed name:	
Title:	
Data:	2020

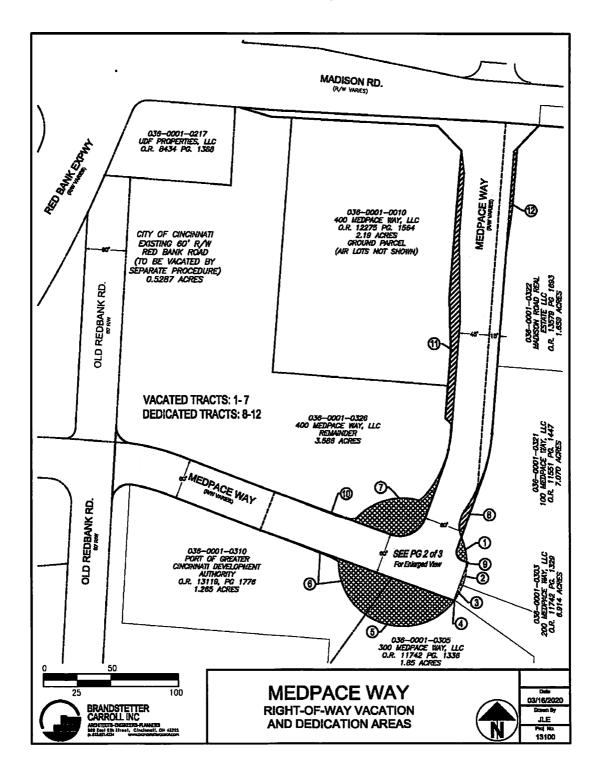
[City of Cincinnati signatures on the following page]

{00314935-2}

CITY OF CINCINNATI
By: Paula Boggs Muething, Interim City Manager
Date:, 2020
Recommended by:
John S. Brazina, Director Department of Transportation and Engineering
Approved as to Form:
Assistant City Solicitor
Certified Date:
Fund/Code:
Amount:
By: Karen Alder, City Finance Director

**EXHIBIT A** to Property Sale Agreement

Site Survey



# **EXHIBIT B**

# to Property Sale Agreement

### Legal Descriptions

#### **VACATED PORTIONS OF MEDPACE WAY ROUND-A-BOUT**

#### TRACT 1 - EXHIBIT C

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 7.070 acre parcel known as Hamilton County Auditors parcel number 036-0001-0321 (O.R. 11551, Pg 1447) under the ownership of 100 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

- Beginning at a point in the existing easterly right-of-way line of Medpace Way, being a point 94.99' from the center of the existing round-a-bout;
- Thence (#C5) continuing with the existing right-of-way along a circular curve to the left having the following data: Radius=40.00 feet, Length=0.54 feet, with a Chord Bearing of S 22°38′58″ E for a Chord distance of 0.54 feet;
- Thence (#C6) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=37.38 feet, with a Chord Bearing of S 11°45'38" E for a Chord distance of 37.14 feet;
- Thence (#L1) continuing with the proposed right-of-way, N 70°04′35" W for a distance of 6.87 feet;
- Thence (#C7) continuing with the proposed right-of-way, along a circular curve to the right having the following data: Radius=13.00 feet, Length=20.42 feet, with a Chord Bearing of N 25°04′35″ W for a Chord distance of 18.38 feet;
- Thence (#L2) continuing with the proposed right-of-way, N 19°55′25" E for a distance of 19.00 feet to the said Point of Beginning.

The above described parcel of land contains 329.02 s.f. (0.008 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

#### TRACT 2 - EXHIBIT C

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 7.070 acre parcel known as Hamilton County Auditors parcel number 036-0001-0321 (O.R. 11551, Pg 1447) under the ownership of 100 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

Beginning at a point in the existing easterly right-of-way line of Medpace Way, being a point 94.99' from the center of the existing round-a-bout, being the intersection with the southerly property line;

Thence (#L5) continuing with an extension of the southerly property line, N 69°17'46" W for a distance of 3.87 feet;

Thence (#L6) continuing with the proposed right-of-way, N 19°55'25" E for a distance of 28.09 feet;

Thence (#C9) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=28.51 feet, with a Chord Bearing of S 12°05′23″ W for a Chord distance of 28.41 feet to the said Point of Beginning.

The above described parcel of land contains 74.63 s.f. (0.002 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

#### TRACT 3 - EXHIBIT D

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 6.914 acre parcel known as Hamilton County Auditors parcel number 036-0001-0303 (O.R. 11742, Pg 1329) under the ownership of 200 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

Beginning at a point in the easterly right-of-way line of Medpace Way, being a point 94.99' from the center of the existing round-a-bout, being the intersection with the northerly property line;

Thence (#C10) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=25.07 feet, with a Chord Bearing of S 28°15′06″ W for a Chord distance of 25.00 feet;

Thence (#L7) continuing with an extension of the southerly property line, N 54\*10'20" W for a distance of 0.26 feet;

Thence (#L8) continuing with the proposed right-of-way, N 19°55'25" E for a distance of 24.72 feet;

Thence (#L5) continuing with an extension of the northerly property line; S 69°17'46" E for a distance of 3.87 feet to the said Point of Beginning.

The above described parcel of land contains 64.87 s.f. (0.001 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

#### **TRACT 4 - EXHIBIT E**

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 1.85 acre parcel known as Hamilton County Auditors parcel number 036-0001-0305 (O.R. 11742, Pg 1336) under the ownership of 300 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

Beginning at a point in the existing easterly right-of-way line of Medpace Way, being a point 94.99' from the center of the existing round-a-bout, being the intersection with the northerly

property line;

Thence continuing with the existing right-of-way along a circular curve to the right having the

following data: Radius=94.99 feet, Length=0.90 feet, with a Chord Bearing of

S 36°05'10" W for a Chord distance of 0.90 feet;

Thence continuing with the proposed right-of-way, N 19°55′25″ E for a distance of 0.94 feet;

Thence (#L7) continuing with an extension of the southerly property line, S 54°10′20″ E for a distance

of 0.26 feet to the said Point of Beginning.

The above described parcel of land contains 0.12 s.f. (0.000 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

# TRACT 5 - EXHIBIT F

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 1.85 acre parcel known as Hamilton County Auditors parcel number 036-0001-0305 (O.R. 11742, Pg 1336) under the ownership of 300 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

Beginning at a point in the southerly right-of-way line of Medpace, being a point 94.99' from the center of the existing round-a-bout, being the intersection with the westerly property

line;

Thence continuing with an extension of the westerly property line, N 35°37′14″ E for a distance

of 67.07 feet;

Thence continuing with the proposed right-of-way, S 70°04'35" E for a distance of 98.66 feet;

Thence (#C11) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=147.99 feet, with a Chord Bearing of N 80°59′21″ E for a Chord distance of 133.47 feet to the said Point of Beginning.

The above described parcel of land contains 5,702.83 s.f. (0.131 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

#### **TRACT 6 - EXHIBIT G**

Thence (#12)

Situated In Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 1.265 acre parcel known as Hamilton County Auditors parcel number 036-0001-0310 (O.R. 13119, Pg 1776) under the ownership of The Port of Greater Cincinnati Development Authority, of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

Beginning at a point in the southerly right-of-way line of Medpace, being a point 94.99' from the center of the existing round-a-bout, being the intersection with the easterly property

continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=91.48′ feet, with a Chord Bearing of

Thence (#C13) continuing with the existing right-of-way along a circular curve to the left having the following data: Radius=62.60 feet, Length=17.79' feet, with a Chord Bearing of N 61°11'45" W for a Chord distance of 17.73 feet;

N 26°47'25" W for a Chord distance of 87.99 feet;

Thence continuing with the existing right-of-way, N 69°16'33" W for a distance of 107.95 feet;

Thence continuing with the proposed right-of-way, S 70°04'35" E for a distance of 207.65 feet;

Thence continuing with an extension of the westerly property line, S 35°37′14" W for a distance of 67.07 feet to the said Point of Beginning.

The above described parcel of land contains 3,555.19 s.f. (0.082 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

#### **TRACT 7 - EXHIBIT H**

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 3.586 acre parcel known as Hamilton County Auditors parcel number 036-0001-0326 (Remainder) under the ownership of 400 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

Beginning at a point in the northerly right-of-way line of Medpace Way (See Exhibit);

- Thence (#C15) continuing with the existing right-of-way along a circular curve to the left having the following data: Radlus=73.00 feet, Length=14.54′ feet, with a Chord Bearing of \$ 86°54′29″ E for a Chord distance of 14.52 feet;
- Thence (#C16) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=102.93' feet, with a Chord Bearing of N 76°06′15" E for a Chord distance of 97.97 feet;
- Thence (#C17) continuing with the existing right-of-way along a circular curve to the left having the following data: Radius=53.00 feet, Length=16.36' feet, with a Chord Bearing of N 47°10'17" E for a Chord distance of 16.29 feet;
- Thence (#C18) continuing with the existing right-of-way along a circular curve to the left having the following data: Radius=170.00 feet, Length=71.27′ feet, with a Chord Bearing of N 26°19′14″ E for a Chord distance of 70.75 feet;
- Thence (#C21) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=190.00 feet, Length=25.60′ feet, with a Chord Bearing of S 16°03′48″ W for a Chord distance of 25.58 feet;

Thence continuing with the proposed right-of-way, S 19°55'25" W for a distance of 80.80 feet;

Thence (#C22) continuing with the proposed right-of-way along a circular curve to the right having the following data: Radlus=40.00 feet, Length=62.83' feet, with a Chord Bearing of

S 64°55'25" W for a Chord distance of 56.57 feet;

Thence continuing with the proposed right-of-way, N 70°04'35" W for a distance of 70.39 feet

to the said Point of Beginning.

The above described parcel of land contains 4,639.32 s.f. (0.107 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

**EXHIBIT C** to Property Sale Agreement

Form of Quit Claim Deeds

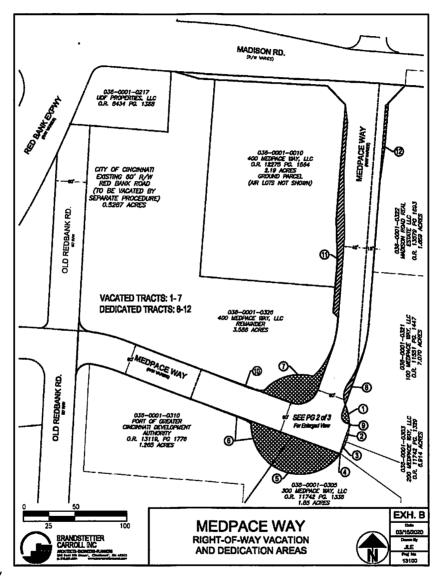
[SEE ATTACHED]

	space above for recorder
	QUITCLAIM DEED (Portion of Medpace Way)
paid, hereby grants and conveys to which, ("Gra	Ohio municipal corporation (the "City"), for valuable consideration—, an Ohio, the tax-mailing address of antee"), all of the City's right, title and interest in and to the real Survey) and described on Exhibit B (Legal Description) hereto (the
Property Address:	None; certain portions of former public right-of-way known as Medpace Way.
Auditor's parcels: Prior instrument reference:	None (former public right-of-way) None (former public right-of-way)
	ed by Ordinance No2020, passed by Cincinnati City Council on Revised Code Chapter 723 and Ordinance No2020, the Property ray by the City.
affected public utility, including but n have a permanent easement in such	ent: This conveyance is subject to R.C. Section 723.041 so that any not limited to Cincinnati Bell and Duke Energy, shall be deemed to a vacated portions of Medpace Way for the purpose of maintaining, and removing said utility facilities and for purposes of access to said
711.001, Subsection (B)(1) Ohio Revany zoning regulation or other public parcels retained by the grantor here	r between adjoining lot owners made in compliance with Section ised Code and does not create an additional building site nor violate c regulation in the parcels hereby conveyed or the balance of the bin. The parcels hereby conveyed may not hereafter be conveyed parcel nor any structure erected thereon without the prior approval of ts.
Executed on	, 2020.

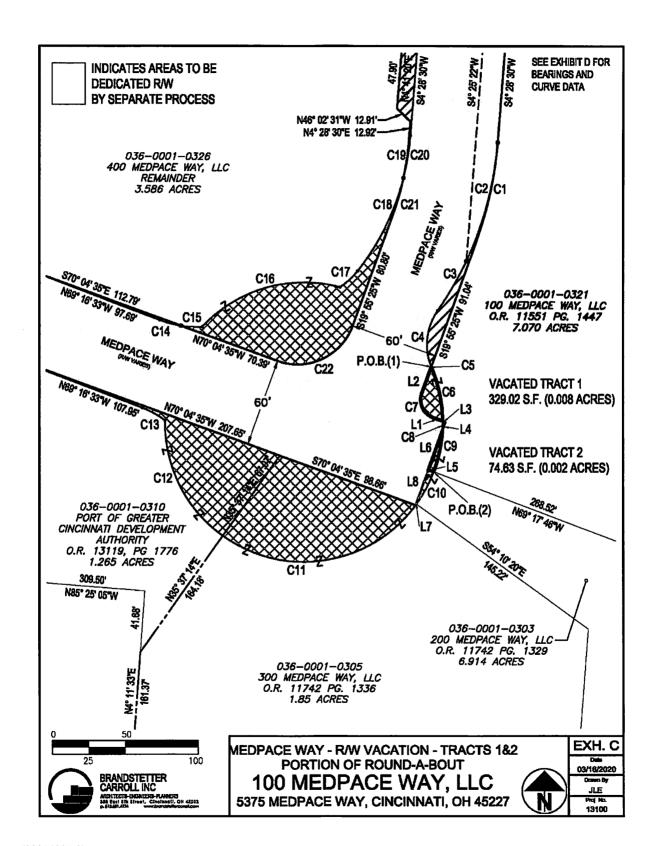
# **CITY OF CINCINNATI**

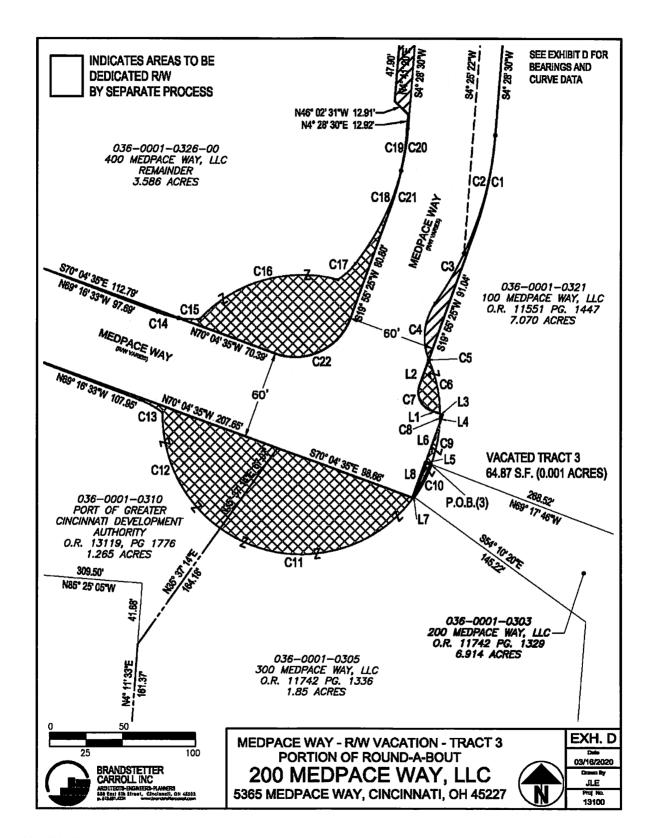
	By: Paula Boggs Muething, Interim City Manager
STATE OF OHIO	)
COUNTY OF HAMILTON	) SS: )
Paula Boggs Muething, Interim behalf of the municipal corpora	nt was acknowledged before me this day of, 2020 by City Manager of the City of Cincinnati, an Ohio municipal corporation, on tion. The notarial act certified hereby is an acknowledgment. No oath or the signer with regard to the notarial 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	

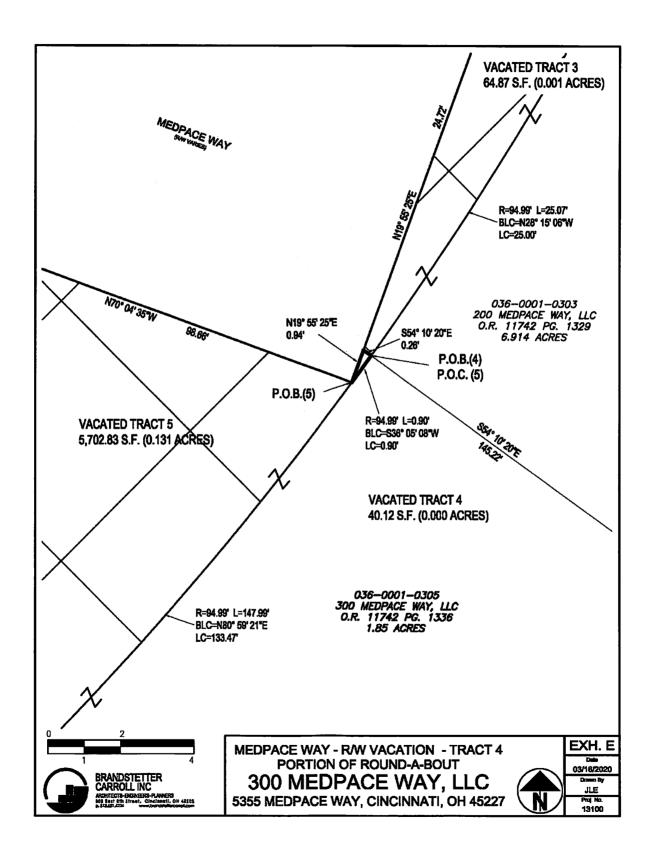
Exhibit A to Quitclaim Deed Site

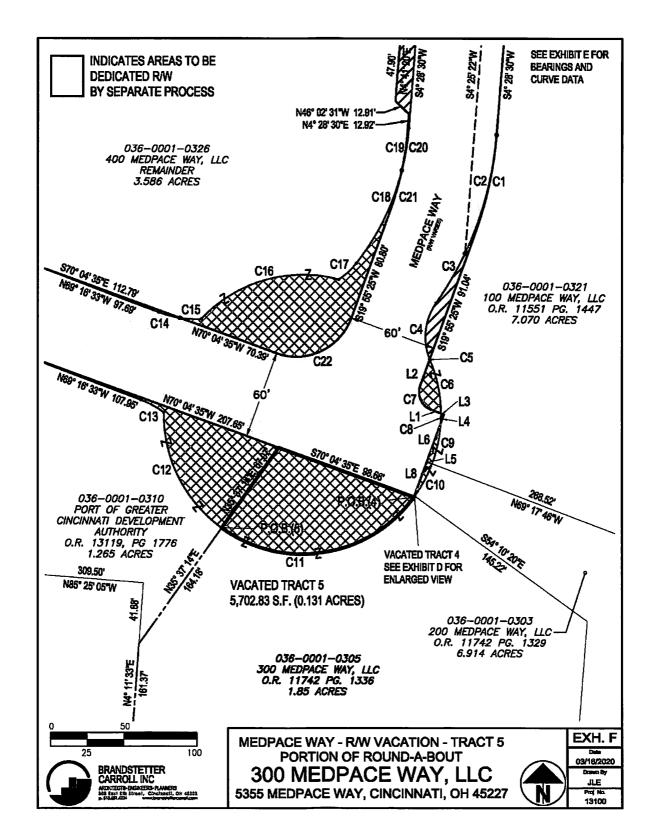


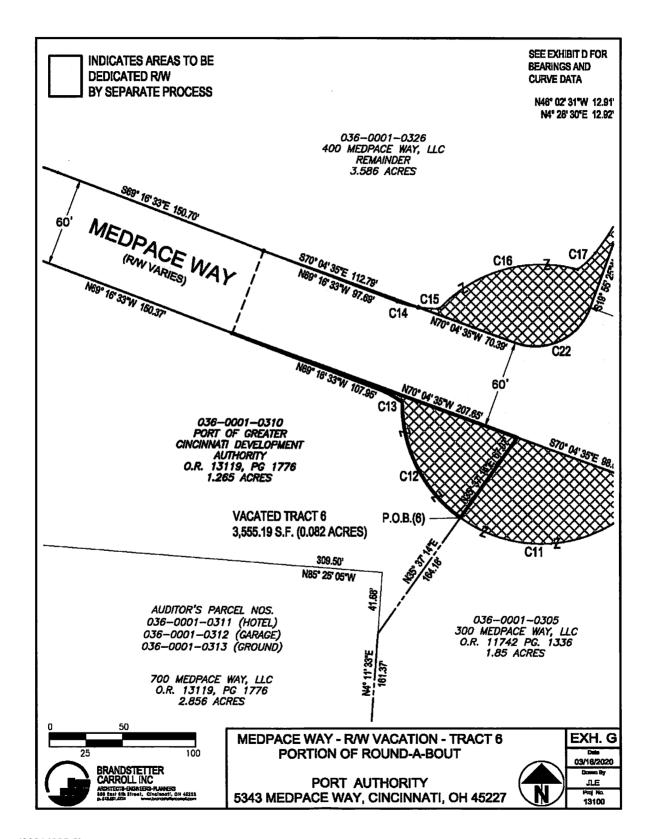
Survey

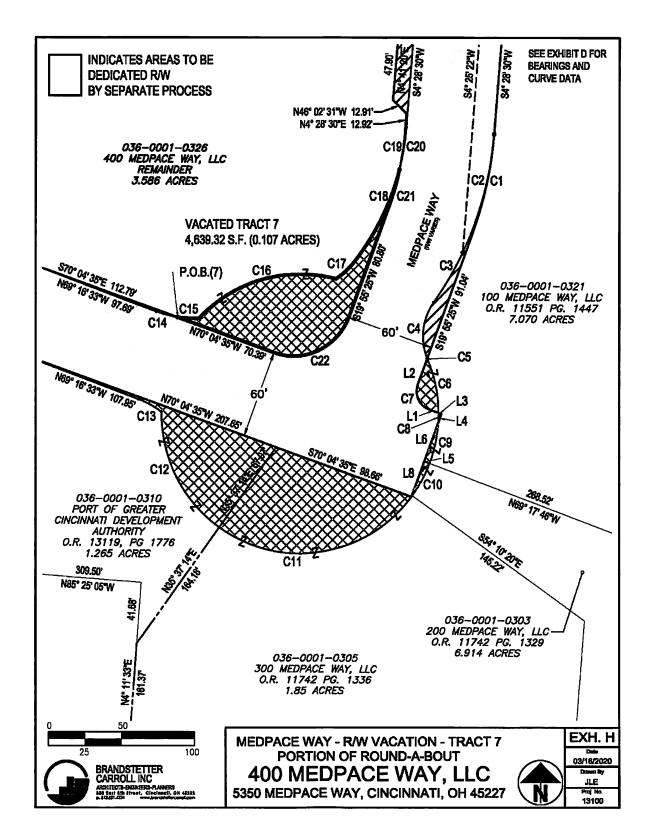












CURVE #	RADIUS	LENGTH	BEARIN	IG	DISTANC	E LINE#	BEARING	DISTANCE
C1	255.00'	68.76'	S 12°11'57	7" W	68.55'	L1	N 70°04'35" W	6.87'
C2	230.00'	83.75'	N 14°54'2	.5" E	83.29'	12	N 19°55'25" E	19.00'
C3	230.00'	39.32'	N 30°14'1	.1" E	39.27'	L3	S 70°04'35" E	2.08′
C4	40.00'	40.07	S 6°26'08	" W	38.42'	L4	S 19°55'25" W	6.26'
C5	40.00'	0.54'	S 22°38'5	8" E	0.54	L5	N 69°17'46" W	3.87'
C6	94.99'	37.38'	S 11°45'3	8" E	37.14'	L6	N 19°55'25" E	28.09'
C7	13.00'	20.42'	N 25°04'3	5" W	18.38'	L7	N 54°10'20" W	0.26'
C8	94.99'	6.59'	N 1°30'04	4" E	6.59'	L8	N 19°55'25" E	24.721
C9	94.99'	28.51'	S 12°05'23	3" W	28.41'			
C10	94.99'	25.07	S 28°15'06	5" W	25.00'			
C11	94.99'	147. <del>9</del> 9'	S 80°59'21	L" W	133.47'			
C12	94.99'	91.38'	N 26°49'0	6" W	87.90'			
C13	62.60'	17.79'	N 61°11'4	5" W	17.73'			
C14	73.00'	15.19'	N 75°14'20	0" W	15.17'			
C15	73.00'	14.54'	S 86°54'2	9" E	14.52'			
C16	94.99'	102.93'	N 76°06'1	.5" E	97.97			
C17	53.00'	16.36'	N 47°10'1		16.29'			
C18	170.00'	71.27'	N 26°19'1	.4" E	70.75'			
C19	190.00'	25.63'	N 8°20'2:	1" E	25.61			
C20	170.00'	29.18'	5 9°23'34	" W	29.15			
C21	190.00'	25.60'	S 16°03'48		25.58'			
C22	40.00'	62.83'	S 64°55'25	5" W	56.57			
AREAS TO BE VACATED AREAS TO BE DEDICATED								
			S.F. ACRES			(BY SEPARATE P		
	TRACT	1	329.02		008			
	TRACT		74.63		002	TRACT 8	526.98	0.012
	TRACT		64.87		001	TRACT 9	6.26	0.0001
	TRACT		0.12		000	TRACT 10	80.96	0.002
	TRACT		5,702.83		131	TRACT 11	4,020.39	0.092
	TRACT		3,555.19		082	TRACT 12	521.85	0.012
	TRACT		4,639.32		107		5,156.44	0.118
	mol	-	14,365.98		330			
		•	,	J.				
							EXH. I	
MEDPACE WAY						Delin		
	ANDSTETTER	TETTER RIGHT-OF-WAY VACATION					03/16/2020 Down By	
	VRROLL INC HITECTS-ENGANERS-FLAV Sout 6th Etroot, Cincing	MESCS moti. OH 45101		A١	ND DEDIC	ATION AREAS		JLE Proj Mo.
p.\$1	3.651.AZM ************************************							13100

# **Exhibit B**

# to Quitclaim Deed Legal Descriptions

#### **VACATED PORTIONS OF MEDPACE WAY ROUND-A-BOUT**

#### TRACT 1 - EXHIBIT C

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 7.070 acre parcel known as Hamilton County Auditors parcel number 036-0001-0321 (O.R. 11551, Pg 1447) under the ownership of 100 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

- Beginning at a point in the existing easterly right-of-way line of Medpace Way, being a point 94.99' from the center of the existing round-a-bout;
- Thence (#C5) continuing with the existing right-of-way along a circular curve to the left having the following data: Radius=40.00 feet, Length=0.54 feet, with a Chord Bearing of S 22°38′58″ E for a Chord distance of 0.54 feet;
- Thence (#C6) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=37.38 feet, with a Chord Bearing of S 11°45′38″ E for a Chord distance of 37.14 feet;
- Thence (#L1) continuing with the proposed right-of-way, N 70°04'35" W for a distance of 6.87 feet;
- Thence (#C7) continuing with the proposed right-of-way, along a circular curve to the right having the following data: Radius=13.00 feet, Length=20.42 feet, with a Chord Bearing of N 25°04′35″ W for a Chord distance of 18.38 feet;
- Thence (#L2) continuing with the proposed right-of-way, N 19°55′25" E for a distance of 19.00 feet to the said Point of Beginning.

The above described parcel of land contains 329.02 s.f. (0.008 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

## TRACT 2 - EXHIBIT C

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 7.070 acre parcel known as Hamilton County Auditors parcel number 036-0001-0321 (O.R. 11551, Pg 1447) under the ownership of 100 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

Beginning at a point in the existing easterly right-of-way line of Medpace Way, being a point 94.99' from the center of the existing round-a-bout, being the intersection with the southerly property line;

Thence (#L5) continuing with an extension of the southerly property line, N 69°17′46″ W for a distance of 3.87 feet;

Thence (#L6) continuing with the proposed right-of-way, N 19°55′25″ E for a distance of 28.09 feet;

Thence (#C9) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=28.51 feet, with a Chord Bearing of

The above described parcel of land contains 74.63 s.f. (0.002 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

S 12°05'23" W for a Chord distance of 28.41 feet to the said Point of Beginning.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

#### TRACT 3 - EXHIBIT D

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 6.914 acre parcel known as Hamilton County Auditors parcel number 036-0001-0303 (O.R. 11742, Pg 1329) under the ownership of 200 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

- Beginning at a point in the easterly right-of-way line of Medpace Way, being a point 94.99' from the center of the existing round-a-bout, being the intersection with the northerly property line;
- Thence (#C10) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=25.07 feet, with a Chord Bearing of S 28°15′06″ W for a Chord distance of 25.00 feet;
- Thence (#L7) continuing with an extension of the southerly property line, N 54°10′20″ W for a distance of 0.26 feet;
- Thence (#L8) continuing with the proposed right-of-way, N 19°55′25" E for a distance of 24.72 feet;
- Thence (#L5) continuing with an extension of the northerly property line; S 69°17′46″ E for a distance of 3.87 feet to the said Point of Beginning.

The above described parcel of land contains 64.87 s.f. (0.001 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

#### TRACT 4 - EXHIBIT E

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 1.85 acre parcel known as Hamilton County Auditors parcel number 036-0001-0305 (O.R. 11742, Pg 1336) under the ownership of 300 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

Beginning at a point in the existing easterly right-of-way line of Medpace Way, being a point 94.99' from the center of the existing round-a-bout, being the intersection with the northerly

property line;

Thence continuing with the existing right-of-way along a circular curve to the right having the

following data: Radius=94.99 feet, Length=0.90 feet, with a Chord Bearing of

S 36°05'10" W for a Chord distance of 0.90 feet;

Thence continuing with the proposed right-of-way, N 19°55'25" E for a distance of 0.94 feet;

Thence (#L7) continuing with an extension of the southerly property line, S 54°10'20" E for a distance

of 0.26 feet to the said Point of Beginning.

The above described parcel of land contains 0.12 s.f. (0.000 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

#### TRACT 5 - EXHIBIT F

Situated In Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 1.85 acre parcel known as Hamilton County Auditors parcel number 036-0001-0305 (O.R. 11742, Pg 1336) under the ownership of 300 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

Beginning at a point in the southerly right-of-way line of Medpace, being a point 94.99' from the

center of the existing round-a-bout, being the intersection with the westerly property

line;

Thence continuing with an extension of the westerly property line, N 35°37′14" E for a distance

of 67.07 feet;

Thence continuing with the proposed right-of-way, S 70°04'35" E for a distance of 98.66 feet;

Thence (#C11) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=147.99 feet, with a Chord Bearing of

N 80°59'21" E for a Chord distance of 133.47 feet to the said Point of Beginning.

The above described parcel of land contains 5,702.83 s.f. (0.131 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

#### TRACT 6 - EXHIBIT G

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 1.265 acre parcel known as Hamilton County Auditors parcel number 036-0001-0310 (O.R. 13119, Pg 1776) under the ownership of The Port of Greater Cincinnati Development Authority, of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

Beginning at a point in the southerly right-of-way line of Medpace, being a point 94.99' from the center of the existing round-a-bout, being the intersection with the easterly property

line;

Thence (#12) continuing with the existing right-of-way along a circular curve to the right having the

following data: Radius=94.99 feet, Length=91.48' feet, with a Chord Bearing of

N 26°47'25" W for a Chord distance of 87.99 feet;

Thence (#C13) continuing with the existing right-of-way along a circular curve to the left having the

following data: Radius=62.60 feet, Length=17.79' feet, with a Chord Bearing of

N 61°11'45" W for a Chord distance of 17.73 feet;

Thence continuing with the existing right-of-way, N 69°16′33″ W for a distance of 107.95 feet;

Thence continuing with the proposed right-of-way, S 70°04′35″ E for a distance of 207.65 feet;

Thence continuing with an extension of the westerly property line, S 35°37′14" W for a distance of 67.07 feet to the said Point of Beginning.

The above described parcel of land contains 3,555.19 s.f. (0.082 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

#### TRACT 7 - EXHIBIT H

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 3.586 acre parcel known as Hamilton County Auditors parcel number 036-0001-0326 (Remainder) under the ownership of 400 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

Beginning at a point in the northerly right-of-way line of Medpace Way (See Exhibit);

- Thence (#C15) continuing with the existing right-of-way along a circular curve to the left having the following data: Radius=73.00 feet, Length=14.54' feet, with a Chord Bearing of S 86°54'29" E for a Chord distance of 14.52 feet:
- Thence (#C16) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=102.93' feet, with a Chord Bearing of N 76°06'15" E for a Chord distance of 97.97 feet;
- Thence (#C17) continuing with the existing right-of-way along a circular curve to the left having the following data: Radius=53.00 feet, Length=16.36' feet, with a Chord Bearing of N 47°10'17" E for a Chord distance of 16.29 feet;
- Thence (#C18) continuing with the existing right-of-way along a circular curve to the left having the following data: Radius=170.00 feet, Length=71.27′ feet, with a Chord Bearing of N 26°19′14″ E for a Chord distance of 70.75 feet;
- Thence (#C21) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=190.00 feet, Length=25.60' feet, with a Chord Bearing of S 16°03'48" W for a Chord distance of 25.58 feet;

Thence continuing with the proposed right-of-way, S 19°55'25" W for a distance of 80.80 feet;

Thence (#C22) continuing with the proposed right-of-way along a circular curve to the right having the

following data: Radius=40.00 feet, Length=62.83' feet, with a Chord Bearing of

S 64°55'25" W for a Chord distance of 56.57 feet;

Thence continuing with the proposed right-of-way, N 70°04'35" W for a distance of 70.39 feet

to the said Point of Beginning.

The above described parcel of land contains 4,639.32 s.f. (0.107 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

#### **Exhibit D**

to Property Sale Agreement

Attorney's Certificate of Title

#### ATTORNEY'S CERTIFICATE OF TITLE

(purchase of public right of way)

100 Medpace Way, LLC, an Ohio limited liability company, has requested to acquire by land sale the public right-of-way known as a Portion of Medpace Way Round-a-Bout, as more particularly described and shown on <u>Exhibit A</u> attached hereto and incorporated herein by reference (the "Property").

NAME OF ABUTTING OWNER	AUDITOR'S ID NO.
100 Medpace Way, LLC	036-0001-0321
200 Medpace Way, LLC	036-0001-0303
300 Medpace Way, LLC	036-0001-0309
400 Medpace Way, LLC	036-0001-0326
Port of Greater Cincinnati	036-0001-0310
Development Authority	

l, the undersigned attorney at law, practicing in Hamilton County, Ohio, hereby certify that the above listed owners are all of the owners of the land abutting the Property, currently known as Red Bank Road, as more particularly shown on <a href="Exhibit A">Exhibit A</a> attached hereto and incorporated herein by reference.

Barrett P. Tullis Attorney at Law

Ohio Attorney Registration No.

0082531 July 6, 2020

10061493.1

Contract No.			
Dro	00rt1/1	Madaaaa	14/01/

Property: Medpace Way

#### 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 among 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"); 100 MEDPACE WAY, LLC, an Ohio limited liability company the address of which is 5375 Medpace Way, Cincinnati, OH 45227; 200 MEDPACE WAY, LLC, an Ohio limited liability company, the address of which is 5375 Medpace Way, Cincinnati, Ohio 45227; 300 MEDPACE WAY, LLC, an Ohio limited liability company, the address of which is 5375 Medpace Way, Cincinnati, Ohio 45227; 400 MEDPACE WAY, LLC, an Ohio limited liability company, the address of which is 5375 Medpace Way, Cincinnati, Ohio 45227; and the PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY, an Ohio port authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State of Ohio, the address of which is 3 E. 4th Street, Suite 300 Cincinnati, OH 45202 (collectively referred to herein as the "Purchasers" and each a "Purchaser", as applicable).

#### Recitals:

- A. The City owns a <u>2.141</u> acre tract of land dedicated as public right-of-way in Plat Book 420, Page 20, Hamilton County, Ohio Records, known as Medpace Way in the Madisonville neighborhood of Cincinnati, Ohio, which property is under the management and control of the City's Department of Transportation and Engineering ("**DOTE**").
- B. Purchasers own adjoining property that abuts Medpace Way encircling an existing roundabout, as depicted on <u>Exhibit A</u> (*Site Survey*) hereto, which consists of an office and commercial mixed-use development comprising Planned Development No. 73, "Madison Center" ("**Purchasers Property**").
- C. Purchasers have petitioned the City to vacate approximately <u>0.3257</u> acres of Medpace Way, as depicted on <u>Exhibit A</u> and described on <u>Exhibit B</u> (*Legal Description*) hereto (the "**Sale Property**") to reconfigure certain portions of the existing roundabout, and each Purchaser seeks to purchase from the City the respective portion of the Sale Property abutting that Purchaser's property to consolidate it with their respective property to facilitate the ongoing redevelopment of Planned Development No. 73.
- D. Barrett P. Tullis a reputable attorney practicing in Hamilton County, Ohio, has provided an Attorney's Certificate of Title dated July 6, 2020 certifying that (i) the City and Purchasers are the owners of all the real property abutting the Sale Property, and (ii) the written consent of all necessary Purchasers to the City's vacation and sale of the Sale Property to Purchasers, a copy of which is attached as <a href="Exhibit D">Exhibit D</a> (Attorney's Certificate of Title) hereto.
- E. Pursuant to Chapter 723 of the Ohio Revised Code, 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.
- F. 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.
- G. The City's Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Sale Property is \$26,550. However, the City is agreeable to selling the Sale Property to Purchasers for less than fair market value; namely, \$1.00 to facilitate the ongoing phased

redevelopment of Purchasers Property into a mixed-use office and commercial complex, which redevelopment will create jobs, enable the property to be put to its highest and best use, and provide economic benefits to the City.

- H. 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 Purchasers is in the interest of the public because Purchasers own all of the property abutting the Sale Property and therefore, as a practical matter no one other than Purchasers would have any use for it.
- I. Section 13 of Article VIII of the Ohio Constitution provides that, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political subdivisions to sell, lease, exchange, or otherwise dispose of property within the State of Ohio for industry, commerce, distribution and research.
- J. 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 February 7, 2020.

K.	Execution of	of this	Agreement	was	authorized	by	Cincinnati	City	Council by	Ordinance	No.
2020	, passed on		, 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 Purchasers, and Purchasers hereby agrees to purchase the Sale Property from the City for \$1 (the "Purchase Price"). Purchasers acknowledge that they are familiar with the condition of the Sale Property and, at Closing (as defined below), the City shall convey the Sale Property to Purchasers in "as is" condition. The City makes no representations or warranties to Purchasers 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 Purchasers 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 Purchasers (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 Purchasers or handle such Conditions post-Closing. Purchasers 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>: Purchasers' approval of title to the Sale Property and, if obtained by Purchasers, an ALTA property survey of the Sale Property;
  - (ii) <u>Inspections, Utilities & Zoning/Building Code Requirements</u>: Purchasers' 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) <u>Plats and Legal Descriptions</u>: Purchasers 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) <u>Purchasers' Interests</u>: Purchasers shall have provided the City with an attorney's certificate of title certifying that Purchasers and the City are the sole Purchasers to the Sale Property.
- (v) Coordinated Report Conditions (CR #61-2019)
  - a. <u>DOTE</u>: The petitioner is required, at their expense, to provide the City with an acceptable legal description for the easement area that meets the recordable standards of the Hamilton County Recorder's Office. The Purchasers should also submit one drawing that shows the new curb lines with the revised proposed right of way on the same drawing so DOTE can confirm the new roadway was constructed with the correct alignment.
  - b. <u>Cincinnati Bell Telephone</u>: 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 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 approximately **120 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) Purchasers 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 Purchasers by Quitclaim Deed in the form of Exhibit C (Form of Quitclaim Deeds). Purchasers 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, Purchasers 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 Purchasers that the City is selling the Property "as is." Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Purchasers 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 Purchasers 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. <u>Notices</u>. 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 Purchasers send a notice to the City alleging that the City is in default under this Agreement, Purchasers 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 Purchasers. Purchasers make the following representations, warranties and covenants to induce the City to enter into this Agreement:
- (i) Purchasers are duly organized and validly existing under the laws of the State of Ohio, are authorized to transact business in the State of Ohio, have properly filed all certificates and reports required to be filed by it under the laws of the State of Ohio, and are not in violation of any laws relevant to the transactions contemplated by this Agreement.
- (ii) Purchasers have full power and authority to execute and deliver this Agreement and to carry out the transactions provided for herein.
- (iii) Purchasers' 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 Purchasers' organizational documents, or any mortgage, contract, agreement or other undertaking to which Purchasers are parties or which purports to be binding upon Purchasers or upon any of their assets, nor are Purchasers 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 Purchasers, threatened against or affecting Purchasers, at law or in equity or before or by any governmental authority.
- (v) Purchasers 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 Purchasers that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition or its Developer of the Property.
- (vi) The statements made in the documentation provided by Purchasers to the City that are descriptive of Purchasers or their facility have been reviewed by Purchasers 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) Neither Purchasers nor any of their affiliates owes 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 all 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 Purchasers agree that venue in such court is proper. Purchasers hereby waive 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. Purchasers shall not assign their 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>. Purchasers represent to the City that Purchasers have 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 Purchasers or in the property sale, and Purchasers 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.
- (L) <u>Counterparts</u>. This Agreement may be executed in counterparts, each shall be regarded as an original and all of which shall constitute but one and the same Agreement.
  - **6. Exhibits**. The following exhibits are attached hereto and made a part hereof:

Exhibit A – Site Survey

Exhibit B – Legal Descriptions

Exhibit C – Form of Quit Claim Deeds

Exhibit D – Attorney's Certificate of Title

[signature page to follow]

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

100 MEDPACE WAY, LLC		200 MEDPACE WAY, LLC	
Ву:		Ву:	
Printed name:		Printed name:	
Title:		Title:	
Date:	2020	Date:	<u>,</u> 2020
300 MEDPACE WAY, LLC		400 MEDPACE WAY, LLC	
Ву:		Ву:	
Printed name:		Printed name:	
Title:		Title:	
Date:	, 2020	Date:	<u>,</u> 2020

[Port of Greater Cincinnati Development Authority signature on the following page]

## PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY

Ву:	
Printed name:	
Title:	
Date:	2020

[City of Cincinnati signatures on the following page]

# CITY OF CINCINNATI By: \_\_\_\_\_\_ Paula Boggs Muething, Interim City Manager Date: \_\_\_\_\_\_, 2020

Recommended by:

John S. Brazina, Director	
Department of Transportation and Engineering	าดู

Approved as to Form:	
Assistant City Solicitor	

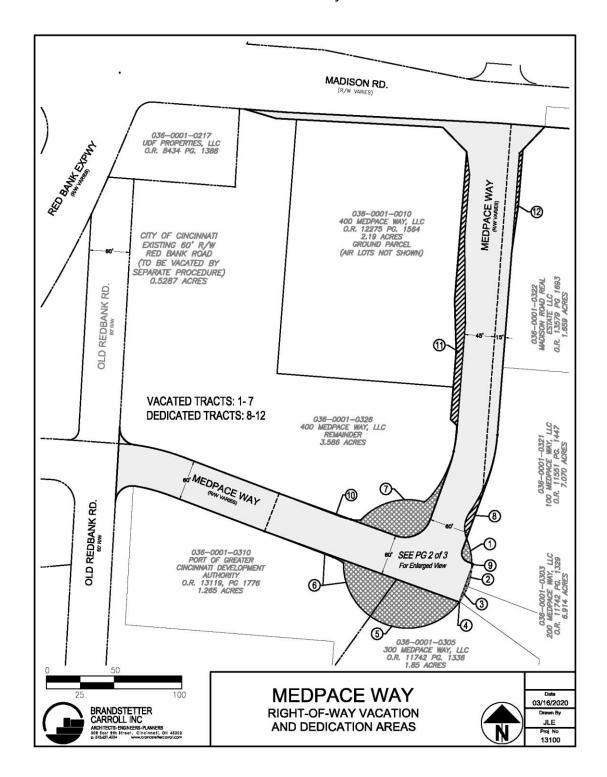
Fund/Code:
Amount:
By:
Karen Alder, City Finance Director

Certified Date:

### **EXHIBIT A**

to Property Sale Agreement

### Site Survey



#### **EXHIBIT B**

#### to Property Sale Agreement

#### Legal Descriptions

#### **VACATED PORTIONS OF MEDPACE WAY ROUND-A-BOUT**

#### TRACT 1 - EXHIBIT C

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 7.070 acre parcel known as Hamilton County Auditors parcel number 036-0001-0321 (O.R. 11551, Pg 1447) under the ownership of 100 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

Beginning	at a point in the existing easterly right-of-way line of Medpace Way, being a point 94.99'
	from the center of the existing round-a-bout;

- Thence (#C5) continuing with the existing right-of-way along a circular curve to the left having the following data: Radius=40.00 feet, Length=0.54 feet, with a Chord Bearing of S 22°38′58″ E for a Chord distance of 0.54 feet;
- Thence (#C6) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=37.38 feet, with a Chord Bearing of S 11°45′38″ E for a Chord distance of 37.14 feet;
- Thence (#L1) continuing with the proposed right-of-way, N 70°04'35" W for a distance of 6.87 feet;
- Thence (#C7) continuing with the proposed right-of-way, along a circular curve to the right having the following data: Radius=13.00 feet, Length=20.42 feet, with a Chord Bearing of N 25°04'35" W for a Chord distance of 18.38 feet;
- Thence (#L2) continuing with the proposed right-of-way, N 19°55′25″ E for a distance of 19.00 feet to the said Point of Beginning.

The above described parcel of land contains 329.02 s.f. (0.008 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

#### TRACT 2 - EXHIBIT C

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 7.070 acre parcel known as Hamilton County Auditors parcel number 036-0001-0321 (O.R. 11551, Pg 1447) under the ownership of 100 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

Beginning at a point in the existing easterly right-of-way line of Medpace Way, being a point 94.99' from the center of the existing round-a-bout, being the intersection with the southerly property line;

Thence (#L5) continuing with an extension of the southerly property line, N 69°17'46" W for a distance of 3.87 feet;

Thence (#L6) continuing with the proposed right-of-way, N 19°55'25" E for a distance of 28.09 feet;

Thence (#C9) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=28.51 feet, with a Chord Bearing of S 12°05'23" W for a Chord distance of 28.41 feet to the said Point of Beginning.

The above described parcel of land contains 74.63 s.f. (0.002 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

#### TRACT 3 - EXHIBIT D

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 6.914 acre parcel known as Hamilton County Auditors parcel number 036-0001-0303 (O.R. 11742, Pg 1329) under the ownership of 200 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

Beginning at a point in the easterly right-of-way line of Medpace Way, being a point 94.99' from the center of the existing round-a-bout, being the intersection with the northerly property line;

Thence (#C10) continuing with the existing right-of-way along a circular curve to the right having the

following data: Radius=94.99 feet, Length=25.07 feet, with a Chord Bearing of S 28°15′06″ W for a Chord distance of 25.00 feet;

Thence (#L7) continuing with an extension of the southerly property line, N 54°10′20″ W for a distance of 0.26 feet;

Thence (#L8) continuing with the proposed right-of-way, N 19°55′25″ E for a distance of 24.72 feet;

Thence (#L5) continuing with an extension of the northerly property line; S 69°17′46″ E for a distance of 3.87 feet to the said Point of Beginning.

The above described parcel of land contains 64.87 s.f. (0.001 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

#### TRACT 4 - EXHIBIT E

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 1.85 acre parcel known as Hamilton County Auditors parcel number 036-0001-0305 (O.R. 11742, Pg 1336) under the ownership of 300 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

Beginning at a point in the existing easterly right-of-way line of Medpace Way, being a point 94.99'

from the center of the existing round-a-bout, being the intersection with the northerly

property line;

Thence continuing with the existing right-of-way along a circular curve to the right having the

following data: Radius=94.99 feet, Length=0.90 feet, with a Chord Bearing of

S 36°05'10" W for a Chord distance of 0.90 feet;

Thence continuing with the proposed right-of-way, N 19°55′25″ E for a distance of 0.94 feet;

Thence (#L7) continuing with an extension of the southerly property line, S 54°10′20" E for a distance

of 0.26 feet to the said Point of Beginning.

The above described parcel of land contains 0.12 s.f. (0.000 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

#### TRACT 5 - EXHIBIT F

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 1.85 acre parcel known as Hamilton County Auditors parcel number 036-0001-0305 (O.R. 11742, Pg 1336) under the ownership of 300 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

Beginning at a point in the southerly right-of-way line of Medpace, being a point 94.99' from the

center of the existing round-a-bout, being the intersection with the westerly property

line;

Thence continuing with an extension of the westerly property line, N 35°37′14″ E for a distance

of 67.07 feet;

Thence continuing with the proposed right-of-way, S 70°04'35" E for a distance of 98.66 feet;

Thence (#C11) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=147.99 feet, with a Chord Bearing of

N 80°59′21″ E for a Chord distance of 133.47 feet to the said Point of Beginning.

The above described parcel of land contains 5,702.83 s.f. (0.131 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

#### **TRACT 6 - EXHIBIT G**

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 1.265 acre parcel known as Hamilton County Auditors parcel number 036-0001-0310 (O.R. 13119, Pg 1776) under the ownership of The Port of Greater Cincinnati Development Authority, of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

Beginning at a point in the southerly right-of-way line of Medpace, being a point 94.99' from the

center of the existing round-a-bout, being the intersection with the easterly property

line;

Thence (#12) continuing with the existing right-of-way along a circular curve to the right having the

following data: Radius=94.99 feet, Length=91.48' feet, with a Chord Bearing of

N 26°47'25" W for a Chord distance of 87.99 feet;

Thence (#C13) continuing with the existing right-of-way along a circular curve to the left having the

following data: Radius=62.60 feet, Length=17.79' feet, with a Chord Bearing of

N 61°11'45" W for a Chord distance of 17.73 feet;

Thence continuing with the existing right-of-way, N 69°16′33″ W for a distance of 107.95 feet;

Thence continuing with the proposed right-of-way, S 70°04'35" E for a distance of 207.65 feet;

Thence continuing with an extension of the westerly property line, S 35°37′14″ W for a distance of 67.07 feet to the said Point of Beginning.

The above described parcel of land contains 3,555.19 s.f. (0.082 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

#### TRACT 7 - EXHIBIT H

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 3.586 acre parcel known as Hamilton County Auditors parcel number 036-0001-0326 (Remainder) under the ownership of 400 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

Beginning at a point in the northerly right-of-way line of Medpace Way (See Exhibit);

- Thence (#C15) continuing with the existing right-of-way along a circular curve to the left having the following data: Radius=73.00 feet, Length=14.54′ feet, with a Chord Bearing of S 86°54′29″ E for a Chord distance of 14.52 feet;
- Thence (#C16) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=102.93' feet, with a Chord Bearing of N 76°06'15" E for a Chord distance of 97.97 feet;
- Thence (#C17) continuing with the existing right-of-way along a circular curve to the left having the following data: Radius=53.00 feet, Length=16.36' feet, with a Chord Bearing of N 47°10'17" E for a Chord distance of 16.29 feet;
- Thence (#C18) continuing with the existing right-of-way along a circular curve to the left having the following data: Radius=170.00 feet, Length=71.27′ feet, with a Chord Bearing of N 26°19′14″ E for a Chord distance of 70.75 feet;
- Thence (#C21) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=190.00 feet, Length=25.60' feet, with a Chord Bearing of S 16°03'48" W for a Chord distance of 25.58 feet;

Thence continuing with the proposed right-of-way, S 19°55'25" W for a distance of 80.80 feet;

Thence (#C22) continuing with the proposed right-of-way along a circular curve to the right having the following data: Radius=40.00 feet, Length=62.83′ feet, with a Chord Bearing of S 64°55′25″ W for a Chord distance of 56.57 feet;

Thence continuing with the proposed right-of-way, N 70°04′35″ W for a distance of 70.39 feet to the said Point of Beginning.

The above described parcel of land contains 4,639.32 s.f. (0.107 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

**EXHIBIT C** to Property Sale Agreement

Form of Quit Claim Deeds

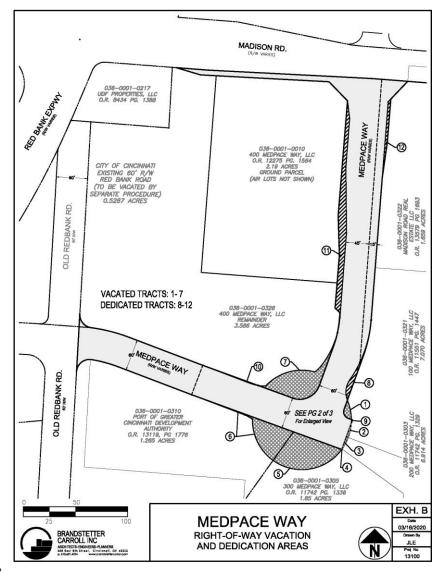
[SEE ATTACHED]

	QUITCLAIM DEED (Portion of Medpace Way)
paid, hereby grants and conveys to which, (" <b>Gr</b>	n Ohio municipal corporation (the "City"), for valuable consideration, an Ohio, the tax-mailing address of antee"), all of the City's right, title and interest in and to the real survey) and described on Exhibit B (Legal Description) hereto (the
Property Address:  Auditor's parcels:  Prior instrument reference:	None; certain portions of former public right-of-way known as Medpace Way. None (former public right-of-way) None (former public right-of-way)
•	red by Ordinance No2020, passed by Cincinnati City Council on Revised Code Chapter 723 and Ordinance No2020, the Property way by the City.
affected public utility, including but have a permanent easement in suc	nent: This conveyance is subject to R.C. Section 723.041 so that any not limited to Cincinnati Bell and Duke Energy, shall be deemed to h vacated portions of Medpace Way for the purpose of maintaining, and removing said utility facilities and for purposes of access to said
affected public utility, including but have a permanent easement in suc operating, renewing, reconstructing, facilities.  This conveyance is a transfermance of the succession (B)(1) Ohio Researcy zoning regulation or other publiparcels retained by the grantor here	not limited to Cincinnati Bell and Duke Energy, shall be deemed to h vacated portions of Medpace Way for the purpose of maintaining, and removing said utility facilities and for purposes of access to said or between adjoining lot owners made in compliance with Section wised Code and does not create an additional building site nor violate ic regulation in the parcels hereby conveyed or the balance of the pein. The parcels hereby conveyed may not hereafter be conveyed parcel nor any structure erected thereon without the prior approval of

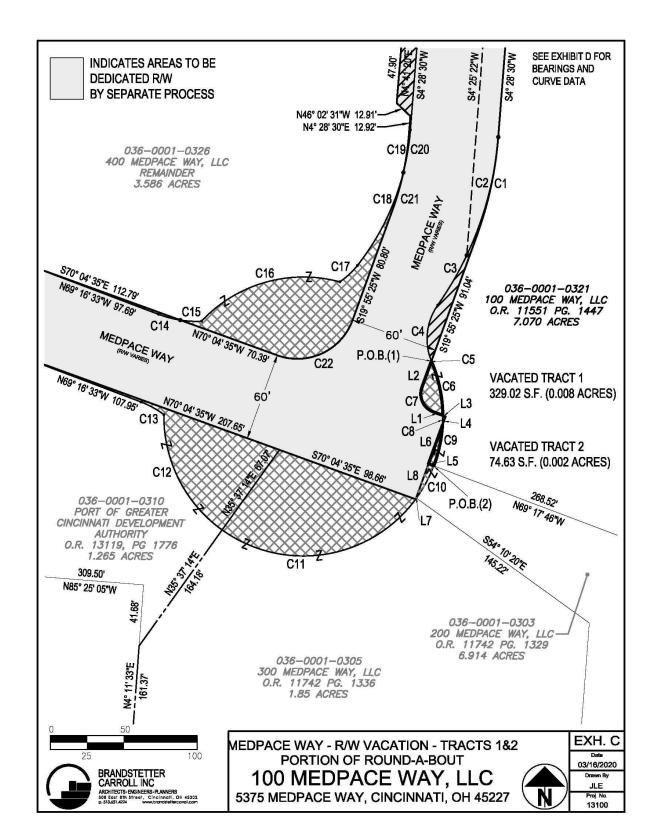
### **CITY OF CINCINNATI**

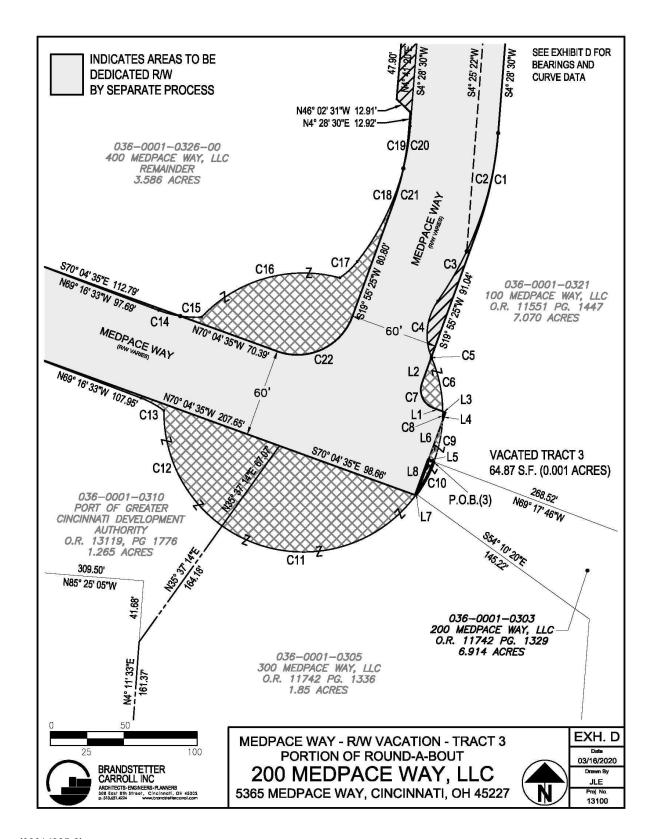
	By:Paula Boggs Muething, Interim City Manager
STATE OF OHIO	)
COUNTY OF HAMILTON	) SS: )
Paula Boggs Muething, Interim behalf of the municipal corpora	ont was acknowledged before me this day of, 2020 by City Manager of the City of Cincinnati, an Ohio municipal corporation, on tion. The notarial act certified hereby is an acknowledgment. No oath or the signer with regard to the notarial 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	

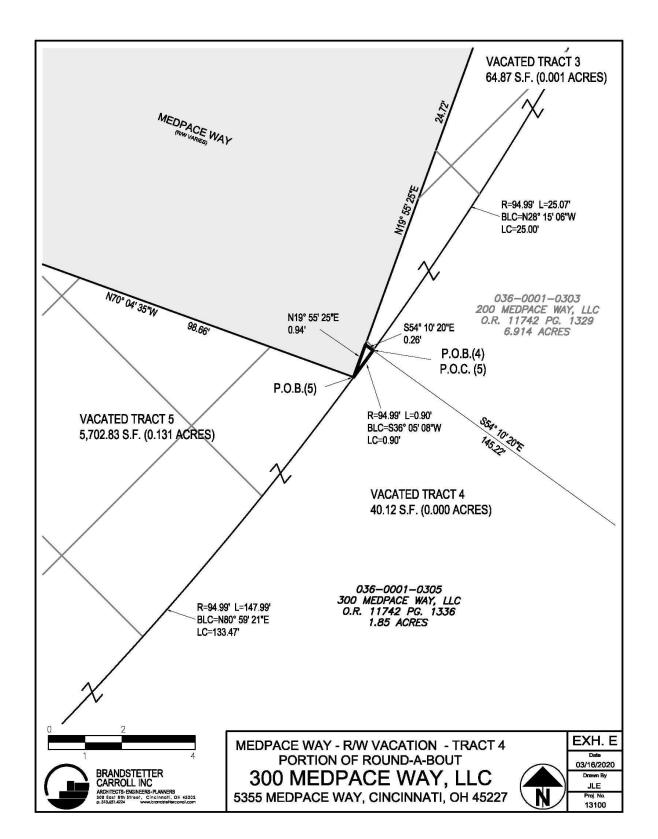
Exhibit A
to Quitclaim Deed
Site

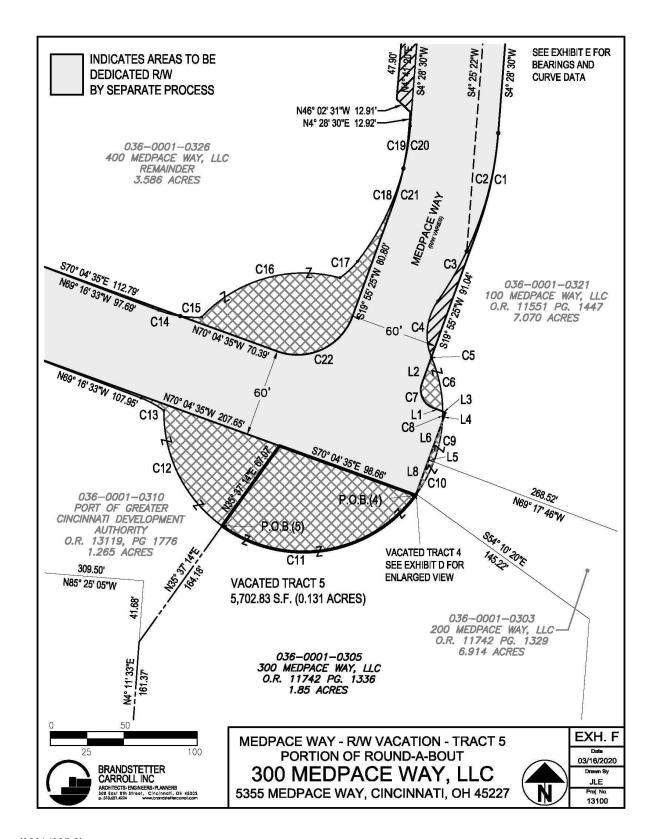


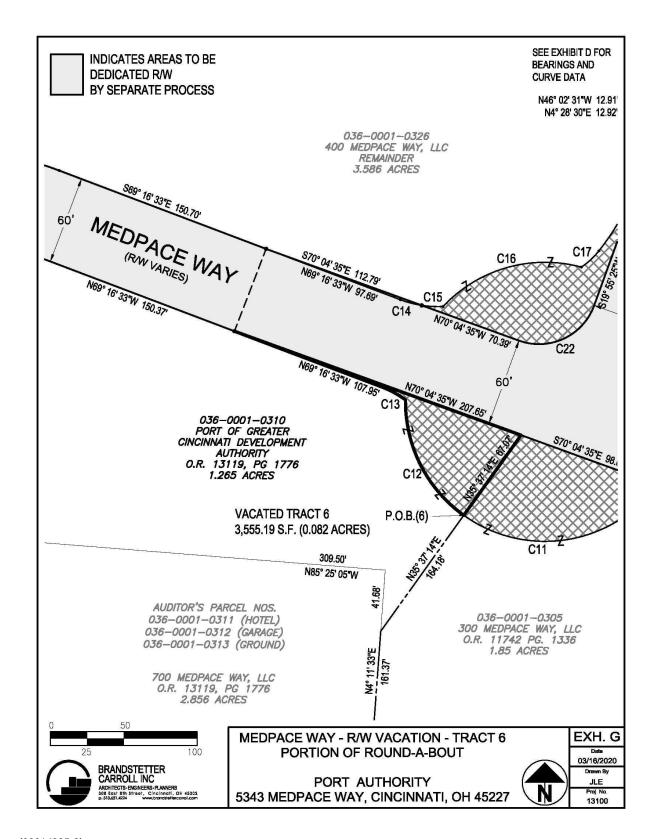
Survey

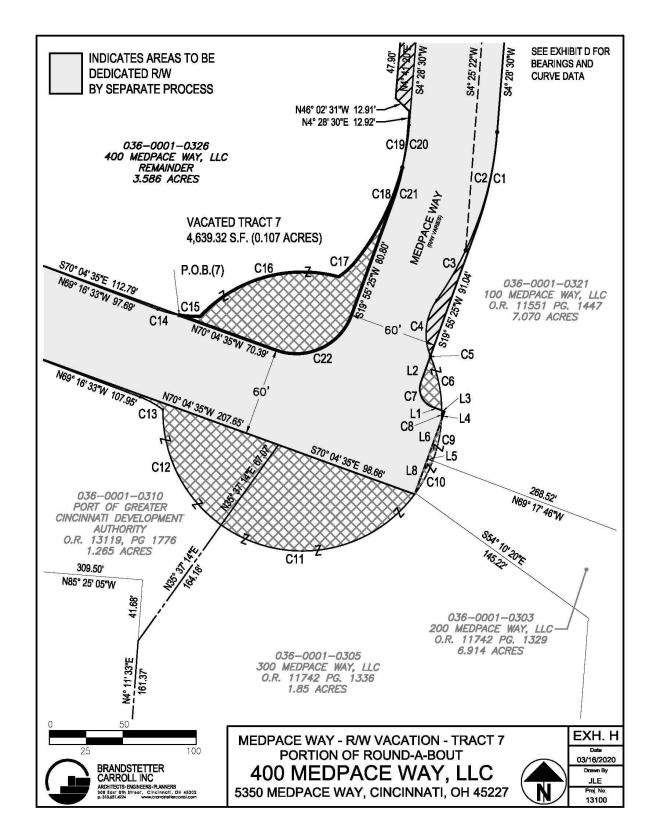












CURVE #	RADIUS	LENGTH	BEARING	DISTANCE	LINE	# BEARING	DISTANCE
C1	255.00	68.76'	S 12°11'57" W	68.55'	L1	N 70°04'35" W	6.87'
C2	230.00	83.75'	N 14°54'25" E	83.29'	L2	N 19°55'25" E	19.00'
C3	230.001	39.32'	N 30°14'11" E	39.27	L3	S 70°04'35" E	2.08'
C4	40.00	40.07'	S 6°26'08" W	38.42'	L4	S 19°55'25" W	6.26'
C5	40.00'	0.54'	S 22°38'58" E	0.54'	L5	N 69°17'46" W	3.87'
C6	94.99'	37.38'	S 11°45'38" E	37.14'	L6	N 19°55'25" E	28.09'
C7	13.00'	20.42'	N 25°04'35" W	18.38'	L7	N 54°10'20" W	0.26'
C8	94.99'	6.59'	N 1°30'04" E	6.59'	L8	N 19°55'25" E	24.72'
C9	94.99'	28.51'	S 12°05'23" W	28.41'			
C10	94.99'	25.07'	S 28°15'06" W	25.00'			
C11	94.99'	147.99'	S 80°59'21" W	133.47'			
C12	94.99'	91.38'	N 26°49'06" W	87.90'			
C13	62.60'	17.79'	N 61°11'45" W	17.73'			
C14	73.00'	15.19'	N 75°14'20" W	15.17'			
C15	73.00'	14.54'	S 86°54'29" E	14.52'			
C16	94.99'	102.93'	N 76°06'15" E	97.97'			
C17	53.00'	16.36'	N 47°10'17" E	16.29'			
C18	170.00	71.27'	N 26°19'14" E	70.75'			
C19	190.00	25.63'	N 8°20'21" E	25.61'			
C20	170.00'	29.18'	S 9°23'34" W	29.15'			
C21	190.00'	25.60'	S 16°03'48" W	25.58'			
C22	40.00'	62.83'	S 64°55'25" W	56.57'			

AREAS TO BE	VACATED		AREAS TO BE DED	DICATED	
	S.F.	ACRES	(BY SEPARATE PR	ROCESS)	
TRACT 1	329.02	0.008			
TRACT 2	74.63	0.002	TRACT 8	526.98	0.012
TRACT 3	64.87	0.001	TRACT 9	6.26	0.0001
TRACT 4	0.12	0.000	TRACT 10	80.96	0.002
			TRACT 11	4,020.39	0.092
TRACT 5	5,702.83	0.131	TRACT 12	521.85	0.012
TRACT 6	3,555.19	0.082		5,156.44	0.118
TRACT 7	4,639.32	0.107		3,130.44	0.110
	14,365.98	0.330			



MEDPACE WAY RIGHT-OF-WAY VACATION AND DEDICATION AREAS

EXH. I
Date
03/16/2020
Drawn By
JLE
Proj. No.
13100

#### **Exhibit B**

#### to Quitclaim Deed Legal Descriptions

#### **VACATED PORTIONS OF MEDPACE WAY ROUND-A-BOUT**

#### TRACT 1 - EXHIBIT C

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 7.070 acre parcel known as Hamilton County Auditors parcel number 036-0001-0321 (O.R. 11551, Pg 1447) under the ownership of 100 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

- Beginning at a point in the existing easterly right-of-way line of Medpace Way, being a point 94.99' from the center of the existing round-a-bout;
- Thence (#C5) continuing with the existing right-of-way along a circular curve to the left having the following data: Radius=40.00 feet, Length=0.54 feet, with a Chord Bearing of S 22°38′58″ E for a Chord distance of 0.54 feet;
- Thence (#C6) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=37.38 feet, with a Chord Bearing of S 11°45′38″ E for a Chord distance of 37.14 feet:
- Thence (#L1) continuing with the proposed right-of-way, N 70°04'35" W for a distance of 6.87 feet;
- Thence (#C7) continuing with the proposed right-of-way, along a circular curve to the right having the following data: Radius=13.00 feet, Length=20.42 feet, with a Chord Bearing of N 25°04'35" W for a Chord distance of 18.38 feet;
- Thence (#L2) continuing with the proposed right-of-way, N 19°55'25" E for a distance of 19.00 feet to the said Point of Beginning.

The above described parcel of land contains 329.02 s.f. (0.008 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

#### TRACT 2 - EXHIBIT C

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 7.070 acre parcel known as Hamilton County Auditors parcel number 036-0001-0321 (O.R. 11551, Pg 1447) under the ownership of 100 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

Beginning	at a point in the existing easterly right-of-way line of Medpace Way, being a point 94.99' from the center of the existing round-a-bout, being the intersection with the southerly property line;
Thence (#L5)	continuing with an extension of the southerly property line, N $69^{\circ}17'46''$ W for a distance of 3.87 feet;
Thence (#L6)	continuing with the proposed right-of-way, N 19°55'25" E for a distance of 28.09 feet;
Thence (#C9)	continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=28.51 feet, with a Chord Bearing of S 12°05′23″ W for a Chord distance of 28.41 feet to the said Point of Beginning.

The above described parcel of land contains 74.63 s.f. (0.002 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

#### TRACT 3 - EXHIBIT D

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 6.914 acre parcel known as Hamilton County Auditors parcel number 036-0001-0303 (O.R. 11742, Pg 1329) under the ownership of 200 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

Beginning	at a point in the easterly right-of-way line of Medpace Way, being a point 94.99' from the center of the existing round-a-bout, being the intersection with the northerly property line;
Thence (#C10)	continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=25.07 feet, with a Chord Bearing of S 28°15′06″ W for a Chord distance of 25.00 feet;
Thence (#L7)	continuing with an extension of the southerly property line, N $54^{\circ}10'20''$ W for a distance of 0.26 feet;
Thence (#L8)	continuing with the proposed right-of-way, N 19°55′25″ E for a distance of 24.72 feet;
Thence (#L5)	continuing with an extension of the northerly property line; S $69^{\circ}17'46''$ E for a distance of 3.87 feet to the said Point of Beginning.

The above described parcel of land contains 64.87 s.f. (0.001 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

#### TRACT 4 - EXHIBIT E

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 1.85 acre parcel known as Hamilton County Auditors parcel number 036-0001-0305 (O.R. 11742, Pg 1336) under the ownership of 300 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

Beginning at a point in the existing easterly right-of-way line of Medpace Way, being a point 94.99'

from the center of the existing round-a-bout, being the intersection with the northerly

property line;

Thence continuing with the existing right-of-way along a circular curve to the right having the

following data: Radius=94.99 feet, Length=0.90 feet, with a Chord Bearing of

S 36°05'10" W for a Chord distance of 0.90 feet;

Thence continuing with the proposed right-of-way, N 19°55'25" E for a distance of 0.94 feet;

Thence (#L7) continuing with an extension of the southerly property line, S 54°10′20″ E for a distance

of 0.26 feet to the said Point of Beginning.

The above described parcel of land contains 0.12 s.f. (0.000 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

#### TRACT 5 – EXHIBIT F

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 1.85 acre parcel known as Hamilton County Auditors parcel number 036-0001-0305 (O.R. 11742, Pg 1336) under the ownership of 300 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

Beginning at a point in the southerly right-of-way line of Medpace, being a point 94.99' from the center of the existing round-a-bout, being the intersection with the westerly property line;

Thence continuing with an extension of the westerly property line, N 35°37′14″ E for a distance

of 67.07 feet;

Thence continuing with the proposed right-of-way, S 70°04′35″ E for a distance of 98.66 feet;

Thence (#C11) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=147.99 feet, with a Chord Bearing of N 80°59′21″ E for a Chord distance of 133.47 feet to the said Point of Beginning.

The above described parcel of land contains 5,702.83 s.f. (0.131 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

#### TRACT 6 - EXHIBIT G

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 1.265 acre parcel known as Hamilton County Auditors parcel number 036-0001-0310 (O.R. 13119, Pg 1776) under the ownership of The Port of Greater Cincinnati Development Authority, of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

Beginning at a point in the southerly right-of-way line of Medpace, being a point 94.99' from the center of the existing round-a-bout, being the intersection with the easterly property line:

Thence (#12) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=91.48′ feet, with a Chord Bearing of N 26°47′25″ W for a Chord distance of 87.99 feet;

Thence (#C13) continuing with the existing right-of-way along a circular curve to the left having the following data: Radius=62.60 feet, Length=17.79' feet, with a Chord Bearing of N 61°11'45" W for a Chord distance of 17.73 feet;

Thence continuing with the existing right-of-way, N 69°16′33″ W for a distance of 107.95 feet;

Thence continuing with the proposed right-of-way, S 70°04'35" E for a distance of 207.65 feet;

Thence continuing with an extension of the westerly property line, S 35°37′14″ W for a distance of 67.07 feet to the said Point of Beginning.

The above described parcel of land contains 3,555.19 s.f. (0.082 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

#### TRACT 7 - EXHIBIT H

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 3.586 acre parcel known as Hamilton County Auditors parcel number 036-0001-0326 (Remainder) under the ownership of 400 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

Beginning at a point in the northerly right-of-way line of Medpace Way (See Exhibit);

- Thence (#C15) continuing with the existing right-of-way along a circular curve to the left having the following data: Radius=73.00 feet, Length=14.54' feet, with a Chord Bearing of \$ 86°54'29" E for a Chord distance of 14.52 feet;
- Thence (#C16) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=102.93' feet, with a Chord Bearing of N 76°06'15" E for a Chord distance of 97.97 feet;
- Thence (#C17) continuing with the existing right-of-way along a circular curve to the left having the following data: Radius=53.00 feet, Length=16.36′ feet, with a Chord Bearing of N 47°10′17″ E for a Chord distance of 16.29 feet;
- Thence (#C18) continuing with the existing right-of-way along a circular curve to the left having the following data: Radius=170.00 feet, Length=71.27′ feet, with a Chord Bearing of N 26°19′14″ E for a Chord distance of 70.75 feet;
- Thence (#C21) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=190.00 feet, Length=25.60' feet, with a Chord Bearing of S 16°03'48" W for a Chord distance of 25.58 feet;

Thence continuing with the proposed right-of-way, S 19°55'25" W for a distance of 80.80 feet;

Thence (#C22) continuing with the proposed right-of-way along a circular curve to the right having the

following data: Radius=40.00 feet, Length=62.83' feet, with a Chord Bearing of

S 64°55'25" W for a Chord distance of 56.57 feet;

Thence continuing with the proposed right-of-way, N 70°04′35″ W for a distance of 70.39 feet

to the said Point of Beginning.

The above described parcel of land contains 4,639.32 s.f. (0.107 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

#### **Exhibit D**

to Property Sale Agreement

Attorney's Certificate of Title

#### ATTORNEY'S CERTIFICATE OF TITLE

(purchase of public right of way)

100 Medpace Way, LLC, an Ohio limited liability company, has requested to acquire by land sale the public right-of-way known as a Portion of Medpace Way Round-a-Bout, as more particularly described and shown on <a href="Exhibit A"><u>Exhibit A</u></a> attached hereto and incorporated herein by reference (the "Property").

NAME OF ABUTTING OWNER	AUDITOR'S ID NO.
100 Medpace Way, LLC	036-0001-0321
200 Medpace Way, LLC	036-0001-0303
300 Medpace Way, LLC	036-0001-0309
400 Medpace Way, LLC	036-0001-0326
Port of Greater Cincinnati Development Authority	036-0001-0310

I, the undersigned attorney at law, practicing in Hamilton County, Ohio, hereby certify that the above listed owners are all of the owners of the land abutting the Property, currently known as Red Bank Road, as more particularly shown on <a href="Exhibit A">Exhibit A</a> attached hereto and incorporated herein by reference.

Barrett P. Tullis Attorney at Law

Ohio Attorney Registration No.

0082531 July 6, 2020

10061493.1



Date: September 2, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: LEGISLATIVE RESOLUTION – INTENT TO APPROPRIATE FOR THE

AUBURN AVENUE IMPROVEMENTS PROJECT

Attached is a legislative resolution captioned as follows:

**DECLARING** the intent to appropriate to public use property required for the Auburn Avenue Improvement Project.

The Auburn Avenue Improvement Project, located in the community of Mt. Auburn, will improve safety along the traffic corridor by adding one-lane of roadway from Gilman Avenue to Dorchester Avenue and by reconstructing the existing five-points intersection (Auburn Ave, Dorchester Avenue, and Sycamore Street). The City has been awarded grant resources of up to \$3,900,800, see Ordinance 184-2020, for purposes of constructing the improvements.

In order to construct the proposed improvements, it is necessary to acquire the properties listed in the attached legislative resolution's Exhibit A and it is necessary to secure the temporary construction easements listed in Exhibit B.

The Administration recommends passage of the attached legislative resolution.

Attachment I – Exhibit A: Legal Descriptions – Fee Simple Interests Attachment II – Exhibit B: Legal Descriptions – Temporary Easements

cc: John S. Brazina, Director, Transportation and Engineering – john b

# Legislative Resolution



RESOLUTION NO.	- 2020

**DECLARING** the intent to appropriate to public use property required for the Auburn Avenue Improvement Project.

BE IT RESOLVED 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 Auburn Avenue Improvement Project, which shall be a road open to the public without charge, fee simple interests in the real property described on Exhibit A attached hereto and temporary construction easements in the real property described on Exhibit B 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.
1-T-1	The Christ Hospital f/k/a The Elizabeth Gamble Deaconess Home Association	088-0008-0128-00 (088-0008-0128-00 through -135; -185; -186 cons.), 088-0008-0136-00, 088-0008-0137-00 (088-0008-0137-00 through -140; -143 through -146; -155 through -183; -187 through -190; -192 through -200; -208; -217; -221; -226; -227 cons.; -217; -221; -226; -227 cons.), & 088-0008-0141-00 (088-0008-141; -142 cons.)
1-WD-1	The Christ Hospital f/k/a The Elizabeth Gamble Deaconess Home Association	088-0008-0128-00 (088-0008-0128-00 through -135; -185; -186 cons.), 088-0008-0136-00, 088-0008-0137-00 (088-0008-0137-00 through -140; -143 through -146; -155 through -183; -187 through -190; -192 through -200; -208; -217; -221; -226; -227 cons.; -217; -221; -226; -227 cons.; -217; -221; -226; -227 cons.), & 088-0008-0141-00 (088-0008-141; -142 cons.)

1-WD-2	The Christ Hospital f/k/a The Elizabeth Gamble Deaconess Home Association	088-0008-0128-00 (088-0008-0128-00 through -135; -185; -186 cons.), 088-0008-0136-00, 088-0008-0137-00 (088-0008-0137-00 through -140; -143 through -146; -155 through -183; -187 through -190; -192 through -200; -208; -217; -221; -226; -227 cons.; -217; -221; -226; -227 cons.; -217; -221; -226; -227 cons.), & 088-0008-0141-00 (088-0008-141; -142 cons.)
1-T-3	The Christ Hospital	<b>088-0008-0235-00</b> (088-0008-0235-00; -237 cons.)
1-T-4	The Christ Hospital	088-0008-0018-00
1-T-5	The Christ Hospital 088-0007-0069-00; -70; -71; -7	
1-WD-3	The Christ Hospital	<b>088-0008-0235-00</b> (088-0008-0235-00; -237 cons.)
1-WD-4	The Christ Hospital	088-0008-0018-00
1-WD-5	The Christ Hospital	088-0007-0069-00; -70; -71; -72; -73
2-WD	Shabbat Shalom, LLC	088-0007-0035-00
2-T	Shabbat Shalom, LLC	088-0007-0035-00
3-WD	Cilo Properties, LLC	<b>088-0008-0124-00</b> (088-0008-0124-00; -125 cons.)
3-T	Cilo Properties, LLC	<b>088-0008-0124-00</b> (088-0008-0124-00; -125 cons.)
4-T	Medulla Oblongata Property Holdings, LLC  088-0008-0249-00	
5-WD	Board of County Commissioners of Hamilton County, Ohio	<b>088-0007-0020-90</b> (088-0007-0020-00; -21; -22; -109; -125; -126 cons.)
5-T	Board of County Commissioners of Hamilton County, Ohio	<b>088-0007-0020-90</b> (088-0007-0020-00; -21; -22; -109; -125; -126 cons.)
6-WD	Arrow Investment Company, successor by merger to Hidy Transportation Company	088-0007-0001-00
7-WD	ORI Associates, LLC	088-0007-0002-00
7-T	ORI Associates, LLC	088-0007-0002-00

8-WD	James Gill	088-0007-0003-00
8-T	James Gill	088-0007-0003-00
9-T-1	NHC – Flat Iron, LLC	<b>094-0006-0224-00</b> (094-0006-0224-00 through -0227)
9-T-2	NHC – Flat Iron, LLC	094-0006-0224-00 (094-0006-0224- 00 through -0227)
10-T	Donald Blaire Frodge, Jr. 088-0007-0004-00	
11-T	Merk Holdings OH 1, LLC	088-0007-0097-00; -132
12-T	2112 Ave Mt Auburn Holdings, LLC	<b>088-0007-0104-00</b> (088-0007-0104-00; -107 cons.)
13-T-1; 13-T-2	Five Points Acquisition, LLC	094-0006-0220-00; 094-0006-0221- 00; 094-0006-0222-00; & 094-0006- 0223-00

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

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

Passed:	, 2020	
		John Cranley, Mayor
Attest:		
	Clerk	

## Exhibit A

Legal Descriptions – Fee Simple Interests

Project Parcel: 1-WD-1

Auditor's Parcel Nos.: 088-0008-0128-00 (088-0008-0128-00 through -135; -185; -186

cons.); **088-0008-0136-00**; **088-0008-0137-00** (088-0008-0137-00 through -140; -143 through -146; -155 through -183; -187 through -190; -192 through -200; -208; -217; -221; -226; -227 cons.; -217; -221; -226; -227 cons.); & **088-0008-0141-00** (088-0008-141; -142

cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 5624, Pg. 1032 and being more particularly described as follows:

Commencing at the intersection of the west line of Auburn Avenue, 60' R/W and the south line of Glencoe Place, 40' R/W; thence with the west line of said Auburn Avenue, South 02°58'35" West, 402.74 feet to a point; thence North 84°17'55" West, 189.00 feet to a point; thence South 02°58'35" West, 60.00 feet to a point; thence South 84°17'55" East, 189.00 feet to a point in the west line of said Auburn Avenue; thence with the west line of said Auburn Avenue South 07°57'05" West, 106.56 feet to the Place of Beginning; thence continuing with the west line of said Auburn Avenue the following two courses, South 07°57'05" West, 35.70 feet to a point; thence South 03°31'00" West, 28.79 feet to a point; thence on a curve to the left said curve having a radius of 15.00 feet a chord bearing North 27°56'47" West, 7.34 feet, 7.42 feet as measured along said curve to a point; thence North 03°33'58" East, 58.28 feet to a point; thence South 85°03'27" East, 6.54 feet to the Place of Beginning. Containing 281 square feet of land more or less (0.006 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 1-WD-2

**Auditor's Parcel Nos.:** 088-0008-0128-00 (088-0008-0128-00 through -135; -185; -186

cons.); **088-0008-0136-00**; **088-0008-0137-00** (088-0008-0137-00 through -140; -143 through -146; -155 through -183; -187 through -190; -192 through -200; -208; -217; -221; -226; -227 cons.; -217; -221; -226; -227 cons.); & **088-0008-0141-00** (088-0008-141; -142

cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 5624, Pg. 1032 and being more particularly described as follows:

Commencing the intersection of the west line of Auburn Avenue, 60' R/W and the south line of Glencoe Place, 40' R/W; thence with the west line of said Auburn Avenue, South 02°58'35" West, 402.74 feet to a point; thence North 84°17'55" West, 189.00 feet to a point; thence South 02°58'35" West, 60.00 feet to a point; thence South 84°17'55" East, 189.00 feet to a point in the west line of said Auburn Avenue; thence with the west line of said Auburn Avenue the following three courses, South 07°57'05" West, 142.26 feet to a point; thence South 03°31'00" West, 65.49 feet to a point; thence 00°46'48" East 4.67 feet to the Place of Beginning; thence continuing with the west line of said Auburn Avenue the following four courses; South 00°46'48" East, 80.64 feet to a point; thence South

00°57'27" West, 75.00 feet to a point; thence South 05°43'35" West, 204.14 feet to a point; thence on a curve to the right said curve having a radius of 20.00 feet a chord bearing South 49°05'48" West, 24.56 feet, 26.44 feet as measured along said curve to a point; thence North 88°38'31" West, 1.45 feet to a point; thence North 06°10'24" East, 1.84 feet to a point; thence South 84°00'58" East, 6.29 feet to a point; thence North 06°17'48" East, 99.79 feet to a point; thence North 05°33'28" East, 151.90 feet to a point; thence North 84°13'19" West, 6.20 feet to a point; thence North 05°58'57" East, 15.96 feet to a point; thence South 85°58'23" East, 5.99 feet to a point; thence North 04°01'37" East, 36.50 feet to a point; thence on a curve to the left said curve having a radius of 10.00 feet a chord bearing North 11°59'25" West, 5.52 feet, 5.59 feet as measured along said curve to a point; thence North 83°50'31" West, 4.19 feet to a point; thence North 03°54'19" East 57.75 feet to a point; thence on a curve to the left said curve having a radius of 15.00 feet a chord bearing North 38°25'47" East, 9.30 feet, 9.45 feet as measured along said curve to the Place of Beginning. Containing 3,767 square feet of land more or less (0.086 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 1-WD-3

**Auditor's Parcel Nos.:** 088-0008-0235-00 (088-0008-0235-00; -237 cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 7124, Pg. 601 and being more particularly described as follows:

Commencing at the intersection of the north line of Huntington Place, 50' R/W and the west line of Auburn Avenue, 60' R/W; thence with the west line of said Auburn Avenue North 06°01'18" East, 179.40 feet to the Place of Beginning; thence North 84°08'26" West, 17.66 feet to a point; thence North 06°10'24" East, 54.46 feet to a point; thence South 88°38'31" East, 1.45 feet to a point; thence on a curve to the left said curve having a radius of 20.00 feet a chord bearing North 49°05'48" East, 24.56 feet, 26.44 feet as measured along said curve to a point in the west line of said Auburn Avenue; thence with the west line of said Auburn Avenue South 06°34'41" West, 72.47 feet to the Place of Beginning. Containing 1,052 square feet of land more or less (0.024 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 1-WD-4

Auditor's Parcel No.: 088-0008-0018-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 11915, Pg. 1658 and being more particularly described as follows:

Beginning at the intersection of the north line of Huntington Place, 50' R/W and the west line of Auburn Avenue, 60' R/W; thence with the north line of said Huntington Place; North 84°54'09" West, 20.00 feet to a point; thence on a curve to the left said curve having a radius of 10.00 feet a chord bearing North 45°23'44" East, 12.65 feet, 13.69 feet as measured along said curve to a point; thence North 06°10'15" East, 153.75 feet to a point; thence on a curve to the left said curve having a radius of 10.05 feet a chord bearing North 29°36'22" West, 10.49 feet, 11.04 feet as measured along said curve to a point; thence North 06°10'24" East, 7.62 feet to a point; thence South 84°08'26" East, 17.66 feet to a point in the west line of said Auburn Avenue; thence with the west line of said Auburn Avenue, South 06°01'18" West, 179.40 feet to the Place of Beginning. Containing 2,193 square feet of land more or less (0.050 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel:

1-WD-5

**Auditor's Parcel Nos.:** 

088-0007-0069-00; -70; -71; -72; -73

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 11223, Pg. 892 and being more particularly described as follows:

Beginning at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Earnshaw Avenue 40' R/W; thence with the east line of said Auburn Avenue, North 03°58'13" East, 4.48 feet to a point; thence South 38°10'18" East, 6.41 feet to a point in the north line of said Earnshaw Avenue; thence with the north line of said Earnshaw Avenue, North 82°24'18" West, 4.31 feet to the Place of Beginning. Containing 10 square feet of land more or less (0.000 Acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** 

2-WD

**Auditor's Parcel No.:** 

088-0007-0035-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to Shabbat Shalom, LLC in O.R. 14108, Pg. 1582 and being more particularly described as follows:

Beginning at the intersection of the east line of Auburn Avenue, 60' R/W and the south line of Southern Avenue, 37' R/W; thence with the south line of said Southern Avenue, South 83°55'23" East, 1.89 feet to a point; thence South 45°38'31" West, 2.98 feet to a point in the east line of said Auburn Avenue; thence with the east line of said Auburn Avenue, North 06°10'24" East, 2.30 feet to the Place of Beginning. Containing 2 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** 

3-WD

Auditor's Parcel Nos.:

**088-0008-0124-00** (088-0008-0124-00; -125 cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to CILO Properties, LLC in O.R. 11123, Pg. 1462 and being more particularly described as follows:

Beginning at the intersection of the south line of Huntington Place, 50' R/W and the west line of Auburn Avenue, 60' R/W; thence with the west line of said Auburn Avenue; South 06°10'24" West, 74.06 feet to a point; thence South 05°58'06" West, 53.54 feet to a point; thence North 01°55'04" East, 55.17 feet to a point; thence North 84°35'44" West, 1.00 feet to a point; thence North 01°44'03" East, 63.25 feet to a point; thence on a curve to the left said curve having a radius of 9.00 feet a chord bearing North 41°38'23" West, 12.27 feet, 13.50 feet as measured along said curve to a point; thence North 84°33'07" West, 7.05 feet to a point; thence North 05°26'53" East, 0.89 feet to a point in the south line of said Huntington Place; thence with the south line of said Huntington Place, South 84°54'09" East, 25.95 feet to the Place of Beginning. Containing 696 square feet of land more or less (0.016 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 5-WD

**Auditor's Parcel Nos.:** 088-0007-0020-90 (088-0007-0020-00; -21; -22; -109; -125;

-126 cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to Hamilton County Board of Commissioners in D.B. 2451, Pages 54, 315, 343 and 491 and D.B. 2457, Page 56 and being more particularly described as follows:

Beginning at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Bodmann Avenue, 50' R/W; thence with the east line of said Auburn Avenue, North 06°10'24" East, 237.94 feet to a point; thence South 82°52'21" East, 0.19 feet to a point; thence South 05°01'34" West, 0.30 feet to a point; thence South 03°03'00" West, 5.76 feet to a point; thence South 03°04'03" West, 29.59 feet to a point; thence South 01°54'03" West, 6.56 feet to a point; thence South 01°44'03" West, 72.67 feet to a point; thence on a curve to the right said curve having a radius of 726.96 feet a chord bearing South 06°23'25" West, 118.02 feet, 118.15 feet as measured along said curve to a point; thence South 11°15'33" West, 5.31 feet to a point in the north line of said Bodmann Avenue; thence with the north line of said Bodmann Avenue, North 84°06'54" West, 7.31 feet to the Place of Beginning. Containing 1,622 square feet of land more or less (0.037 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 6-WD

Auditor's Parcel No.: 088-0007-0001-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to HIDY Transportation Co. in D.B. 3777, Pg. 331 and being more particularly described as follows:

Beginning at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Dorchester Avenue, 50' R/W; thence with the east line of said Auburn Avenue, North 05°58'06" East, 97.85 feet to a point; thence South 84°06'54" East, 100.00 feet to a point; thence South 05°58'06" West, 97.99 feet to a point in the north line of said Dorchester Avenue said point being 0.46 feet north of an existing iron pin; thence with the north line of said Dorchester Avenue, North 84°02'08" West, 100.00 feet to the Place of Beginning. Containing 9,792 square feet of land more or less (0.225 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 7-WD

Auditor's Parcel No.: 088-0007-0002-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to ORI Associates, LLC in O.R. 12974, Pg. 602 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Dorchester Avenue, 50' R/W; thence with the north line of said Dorchester Avenue, South 84°02'08" East, 100.00 feet to a point being 0.46 feet north of an existing iron pin and being the Place of Beginning; thence North 05°58''06" East, 26.85 feet to a point; thence on a curve to the left, said curve having a radius of 189.00 feet a chord bearing South 61°04'20" East, 44.76 feet, 44.87 feet as measured along said curve to a point; thence South 05°58'06" West, 9.38 feet to a point in the north line of said Dorchester Avenue said point being 0.46 feet north of an existing iron pin; thence with the north line of said Dorchester Avenue, North 84°02'08" West, 41.22 feet to the Place of Beginning. Containing 707 square feet of land more or less (0.016 acres). Bearings based on NAD 83 (2007). Subject to all legal highways,

easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 8-WD

Auditor's Parcel No.: 088-0007-0003-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to James Gill in D.B. 3935, Pg. 272 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Dorchester Avenue, 50' R/W; thence with the north line of said Dorchester Avenue, South 84°02'08" East, 141.22 feet to a point being 0.46 feet north of an existing iron pin and being the Place of Beginning; thence North 05°58''06" East, 9.38 feet to a point; thence on a curve to the left, said curve having a radius of 189.00 feet a chord bearing South 74°43'56" East, 45.14 feet, 45.25 feet as measured along said curve to a point; thence South 81°23'03" East, 20.60 feet to a point; thence South 05°58'06" West, 1.13 feet to a point in the north line of said Dorchester Avenue; thence with the north line of said Dorchester Avenue, North 84°02'08" West, 65.13 feet to the Place of Beginning. Containing 248 square feet of land more or less (0.006 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

### **Exhibit B**

Legal Descriptions – Temporary Easements

Project Parcel: 1-T-1

Auditor's Parcel Nos.: 088-0008-0128-00 (088-0008-0128-00 through -135; -185; -186

cons.), **088-0008-0136-00**, **088-0008-0137-00** (088-0008-0137-00 through -140; -143 through -146; -155 through -183; -187 through -190; -192 through -200; -208; -217; -221; -226; -227 cons.; -217; -221; -226; -227 cons.), & **088-0008-0141-00** (088-0008-141; -142

cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 5624, Pg. 1032 and being more particularly described as follows:

Commencing the intersection of the west line of Auburn Avenue, 60' R/W and the south line of Glencoe Place, 40' R/W; thence with the west line of said Auburn Avenue, South 02°58'35" West, 402.74 feet to a point; thence North 84°17'55" West, 189.00 feet to a point; thence South 02°58'35" West, 60.00 feet to a point; thence South 84°17'55" East, 189.00 feet to a point in the west line of said Auburn Avenue; thence with the west line of said Auburn Avenue South 07°57'05" West, 106.56 feet to a point; thence North 85°03'27" West, 6.54 feet to the Place of Beginning; thence South 03°33'58" West, 58.28 feet to a point; thence on a curve to the right said curve having a radius of 15.00 feet a chord bearing South 27°56'47" East, 7.34 feet, 7.42 feet as measured along said curve to a point; thence South 03°31'00" West, 36.70 feet to a point; thence South 00°46'48" East, 4.67 feet to a point; thence on a curve to the right said curve having a radius of 15.00 feet a chord bearing South 38°25'47" West, 9.30 feet, 9.45 feet as measured along said curve to a point; thence South 03°54'19" West, 57.75 feet to a point; thence South 83°50'31" East, 4.19 feet to a point; thence on a curve to the right said curve having a radius of 10.00 feet a chord bearing South 11°59'25" East, 5.52 feet, 5.59 feet as measured along said curve to a point; thence South 04°01'37" West, 36.50 feet to a point; thence North 85°58'23" West, 5.99 feet to a point; thence North05°27'47" East, 27.41 feet to a point; thence North 84°31'45" West, 11.85 feet to a point; thence North 03°54'19" East, 72.13 feet to a point; thence on a curve to the left said curve having a radius of 12.00 feet a chord bearing North 54°05'46" East, 18.69 feet, 21.42 feet as measured along said curve to a point; thence North 02°57'33" East, 32.55 feet to a point; thence on a curve to the left said curve having a radius of 12.00 feet a chord bearing North 44°00'52" West, 17.54 feet, 19.68 feet as measured along said curve to a point; thence; thence North 07°30'46" East, 57.37 feet to a point; thence South 85°03'27" East, 7.49 feet to the Place of Beginning.

### and also:

Commencing the intersection of the west line of Auburn Avenue, 60' R/W and the south line of Glencoe Place, 40' R/W; thence with the west line of said Auburn Avenue, South 02°58'35" West, 402.74 feet to a point; thence North 84°17'55" West, 189.00 feet to a point; thence South 02°58'35" West, 60.00 feet to a point; thence South 84°17'55" East, 189.00 feet to a point in the west line of said Auburn Avenue; thence with the west line of said Auburn Avenue South 07°57'05" West, 106.56 feet to a point; thence North 85°03'27" West, 6.54 feet to a point; thence South 03°33'58" West, 58.28 feet to a point; thence on a curve to the right said curve having a radius of 15.00 feet a chord bearing South 27°56'47" East, 7.34 feet, 7.42 feet as measured along said curve to a point; thence South 03°31'00" West, 36.70 feet to a point; thence South 00°46'48" East, 4.67 feet to a point; thence on a curve to the right said curve having a radius of 15.00 feet a chord bearing South 38°25'47" West, 9.30 feet, 9.45 feet as measured along said curve to a point; thence South 03°54'19" West, 57.75 feet to a point; thence South 83°50'31" East, 4.19 feet to a point; thence on a curve to the right said curve having a radius of 10.00 feet a chord bearing South 11°59'25" East, 5.52 feet, 5.59 feet as measured along said curve to a point; thence South 04°01'37" West, 36.50 feet to a point; thence North 85°58'23" West, 5.99 feet to a point; thence South 05°58'57" West, 15.96 feet to the Place of Beginning; thence South 84°13'19" East, 6.20 feet to a point; thence South 05°33'28" West, 151.90 feet to a point; thence South 06°17'48"

West, 99.79 feet to a point; thence North 84°00'58" West, 6.29 feet to a point; thence South 06°10'24" West, 1.84 feet to a point; thence North 88°38'31" West, 13.71 feet to a point; thence North 06°10'24" East, 18.73 feet to a point; thence North 83°41'36" West, 9.57 feet to a point; thence North 05°49'26" East, 52.17 feet to a point; thence South 83°41'53" East, 23.74 feet to a point; North 05°38'51" East, 130.47 feet to a point; thence North 05°49'43" East, 53.32 feet to the Place of Beginning. Containing a Total of 4,845 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 1-T-3

**Auditor's Parcel Nos.:** 088-0008-0235-00 (088-0008-0235-00; -237 cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 7124, Pg. 601 and being more particularly described as follows:

Commencing at the intersection of the north line of Huntington Place, 50' R/W and the west line of Auburn Avenue, 60' R/W; thence with the west line of said Auburn Avenue North 06°01'18" East, 179.40 feet to a point; thence North 84°08'26" West, 17.66 feet to the Place of Beginning; thence North 84°08'26" West, 15.43 feet to a point; thence North 06°10'24" East, 10.19 feet to a point; thence South 83°49'36" East, 6.28 feet to a point; thence North 06°10'24" East, 36.86 feet to a point; thence North 83°41'36" West, 4.51 feet to a point; thence North 06°10'24" East, 6.40 feet to a point; thence South 88°38'31" East, 13.70 feet to a point; thence South 06°10'24" West, 54.46 feet to the Place of Beginning. Containing 588 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 1-T-4

Auditor's Parcel No.: 088-0008-0018-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 11915, Pg. 1658 and being more particularly described as follows:

Commencing at the intersection of the north line of Huntington Place, 50' R/W and the west line of Auburn Avenue, 60' R/W; thence with the north line of said Huntington Place; North 84°54'09" West, 20.00 feet to the Place of Beginning; thence continuing with the north line of said Huntington Place North 84°54'09" West, 24.14 feet to a point; thence North 06°10'24"East, 15.88 feet to a point; thence North 43°06'54" East, 19.80 feet to a point; thence North 06°10'24" East, 5.62 feet to a point; thence South 84°58'53" East, 9.74 feet to a point; thence North 05°39'51" East, 120.79 feet to a point; thence North 84°03'12" West, 10.00 feet to a point; thence North 06°10'24" East, 21.78 feet to a point; thence South 84°08'26" East, 15.43 feet to a point; thence South 06°10'24" West, 7.62 feet to a point; thence on a curve to the right said curve having a radius of 10.05 feet a chord bearing South 29°36'22" East, 10.49 feet, 11.04 feet as measured along said curve to a point; thence South 06°10'15" West, 153.75 feet to a point; thence on a curve to the right said curve having a radius of 10.00 feet a chord bearing South 45°23'44" West, 12.65 feet, 13.69 feet to the Place of Beginning. Containing 2,752 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 1-T-5

Auditor's Parcel Nos.: 088-0007-0069-00; -70; -71; -72; -73

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 11223, Pg. 892 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Earnshaw Avenue 40' R/W; thence with the east line of said Auburn Avenue, North 03°58'13" East, 111.84 feet to a point; thence North 03°03'25" East, 20.56 feet to a point; thence North 02°59'08" East, 89.23 feet to a point; thence South 87°00'52" East, 4.50 feet to a point; thence South 02°59'08" West, 89.23 feet to a point; thence South 03°03'25" West, 20.60 feet; thence South 03°58'13" West, 107.65 to a point; thence South 82°24'18" East, 15.52 feet to a point; thence South 03°58'13" West, 4.51 feet to a point in the north line of said Earnshaw Avenue; thence North 82°24'18" West, 20.03 feet to the Place of Beginning. Containing 1,068 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 2-T

Auditor's Parcel No.: 088-0007-0035-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to Shabbat Shalom, LLC in O.R. 14108, Pg. 1582 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the south line of Southern Avenue, 37' R/W; thence with the south line of said Southern Avenue, South 83°55'23" East, 1.89 feet to the Place of Beginning; thence South 83°55'23" East, 4.85 feet to a point; thence South 05°37'21" West, 26.70 feet to a point; thence South 06°10'24" West, 75.10 feet to a point; thence North 83°55'23" West, 7.00 feet to a point in the east line of said Auburn Avenue; thence with the east line of said Auburn Avenue, North 06°10'24" East, 99.50 feet to a point; thence North 45°38'31" East, 2.98 feet to the Place of Beginning. Containing 697 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 3-T

**Auditor's Parcel Nos.:** 088-0008-0124-00 (088-0008-0124-00; -125 cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to CILO Properties, LLC in O.R. 11123, Pg. 1462 and being more particularly described as follows:

Commencing at the intersection of the south line of Huntington Place, 50' R/W and the west line of Auburn Avenue, 60' R/W; thence with the south line of said Huntington Place; North 84°54'09" West, 25.95 feet to a point; thence South 05°26'53" West, 0.89 feet to the Place of Beginning; thence South 84°33'07" East, 7.05 feet to a point; thence on a curve to the right said curve having a radius of 9.00 feet a chord bearing South 41°38'23" East, 12.27 feet, 13.50 feet as measured along said curve to a point; thence South 01°44'03" West, 63.25 feet to a point; thence South 84°35'44" East, 1.00 feet to a point; thence South 01°55'04" West, 55.17 feet to a point; thence North 84°22'59" West, 14.94 feet to a point; thence North 04°55'08" East, 122.03 feet to a point; thence North 84°54'41" West, 8.47 feet to a point; thence North 05°26'53" East, 4.53 feet to the Place of Beginning. Containing 1,116 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 4-T

Auditor's Parcel No.: 088-0008-0249-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to Medulla Oblongata Property Holdings, LLC in O.R. 12315, Pg. 1034 and being more particularly described as follows:

Commencing at the intersection of the south line of Huntington Place, 50' R/W and the west line of Auburn Avenue, 60' R/W; thence with the west line of said Auburn Avenue the following two courses; South 06°10'24" West, 74.06 feet to a point; thence South 05°58'06" West, 53.54 feet to the Place of Beginning; thence South 05°58'06" West, 19.97 feet to a point; thence South 87°12'52" West, 14.77 feet to a point; thence North 05°06'23" East, 22.13 feet to a point; thence South 84°22'59" East, 14.93 feet to the Place of Beginning. Containing 311 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 5-T

**Auditor's Parcel Nos.:** 088-0007-0020-90 (088-0007-0020-00; -21; -22; -109; -125;

-126 cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to Hamilton County Board of Commissioners in D.B. 2451, Pages 54, 315, 343 and 491 and D.B. 2457, Page 56 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Bodmann Avenue, 50' R/W; thence with the north line of said Bodmann Avenue, South 84°06'54" East, 7.31 feet to the Place of Beginning; thence North 11°15'33" East, 5.31 feet to a point; thence on a curve to the left said curve having a radius of 726.96 feet a chord bearing North 06°23'25" East, 118.02 feet, 118.15 feet as measured along said curve to a point; thence North 01°44'03" East, 72.67 feet to a point; thence North 01°54'03" East, 6.56 feet to a point; thence North 03°04'03" East, 29.59 feet to a point; thence North 03°03'00" East, 5.76 feet to a point; thence North 05°01'34" East, 0.30 feet to a point; thence South 82°52'21" East, 14.79 feet to a point; thence South 14°03'30" East, 23.83 feet to a point; thence South 04°26'18" East, 31.28 feet to a point; thence South 01°57'47" West, 109.32 feet to a point; thence South 13°13'00" West, 76.00 feet to a point in the north line of said Bodmann Avenue, thence with the north line of said Bodmann Avenue, North 84°06'54" West, 20.38 feet to the Place of Beginning. Containing 5,649 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 7-T

Auditor's Parcel No.: 088-0007-0002-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to ORI Associates, LLC in O.R. 12974, Pg. 602 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Dorchester Avenue, 50' R/W; thence with the north line of said Dorchester Avenue, South 84°02'08" East, 100.00 feet to a point being 0.46 feet north of an existing iron pin; thence; North 05°58''06" East, 26.85 feet to the Place of Beginning; thence North 05°58'06" East, 23.50 feet to a point; thence on a curve to the left, said curve having a radius of 169.00 feet a chord bearing South 58°06''20" East, 45.83 feet, 45.97 feet as measured along said curve to a point; thence South 05°58'06" West, 20.93 feet to a point; thence on a curve to the right said curve having a radius of 189.00 feet a chord bearing North 61°04'20" West, 44.76 feet to the Place of Beginning. Containing 908 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 8-T

Auditor's Parcel No.: 088-0007-0003-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to James Gill in D.B. 3935, Pg. 272 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Dorchester Avenue, 50' R/W; thence with the north line of said Dorchester Avenue, South 84°02'08" East, 141.22 feet to a point being 0.46 feet north of an existing iron pin; thence; North 05°58''06" East, 9.38 feet to the Place of Beginning; thence North 05°58''06" East, 20.93 feet to a point; thence on a curve to the left said curve having a radius of 169.00 a chord bearing South 70°23''02" East, 26.43 feet, 26.46 feet as measured along said curve to a point; thence South 64°34'52" East, 41.83 feet to a point; thence South 05°58''06" West, 9.01 feet to a point; thence North 81°23''03" West, 20.60 feet to a point; thence on a curve to the right, said curve having a radius of 189.00 feet a chord bearing North 74°43'56" West, 45.14 feet, 45.25 feet as measured along said curve to the Place of Beginning. Containing 1,116 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 9-T-1

Auditor's Parcel Nos.: 094-0006-0224-00 (094-0006-0224-00 through -0227)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio, and being all of Lot 29 and part of Lots 26 and 28 of the F.G. and Frank Huntington Subdivision as recorded in Plat Book 13, Page 135 H.C.R.O. and being more particularly described as follows:

Beginning at the intersection of the southwest corner of said Lot 29 and the north line of Sycamore Street, 70' R/W; thence North 05°56'07" East, 42.10 feet to a point in the south line of Dorchester Avenue, 40' R/W; thence with the south line of said Dorchester Avenue, South 84°03'53" East, 37.18 feet to a point; thence South 05°39'15" West, 32.35 feet to a point in the north line of said Sycamore Street; thence with the north line of said Sycamore Street, South 81°18'30" West, 38.59 feet to the Place of Beginning. Containing 1,387 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record.

Project Parcel: 9-T-2

Auditor's Parcel Nos.: 094-0006-0224-00 (094-0006-0224-00 through -0227)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 26 of the F.G. and Frank Huntington Subdivision as recorded in Plat Book 13, Page 135 H.C.R.O. and being more particularly described as follows:

Beginning at the intersection of the south line of Dorchester Avenue, 40' R/W and the North line of Sycamore Street, 70' R/W; thence with the north line of said Sycamore Street, South 64°45'09" West, 19.35 feet to a point; thence North 04°58'18" East, 10.02 feet to a point in the south line of said Dorchester Avenue; thence with the south line of said Dorchester Avenue, South 84°03'53" East, 16.72 feet to the Place of Beginning. Containing 84 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record.

Project Parcel: 10-T

Auditor's Parcel No.: 088-0007-0004-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to Donald Blaire Frodge, Jr.in O.R. 7675, Pg. 1727 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Dorchester Avenue, 50' R/W; thence with the north line of said Dorchester Avenue, South 84°02'08" East, 206.35 feet to the Place of Beginning; thence North 05°58'06" East, 10.14 to a point; thence South 73°11'38" East, 35.08 feet to a point; thence South 81°23'03" East, 25.03 feet to a point; thence South 06°00'32" West, 2.38 feet to a point in the north line of said Dorchester Avenue; thence with the north line of said Dorchester Avenue, North 84°02'08" West, 59.45 feet to the Place of Beginning. Containing 310 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 11-T

Auditor's Parcel Nos.: 088-0007-0097-00; -132

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to Merk Holdings OH 1, LLC in O.R. 14121, Pg. 3045 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Southern Avenue 37' R/W; thence with the east line of said Auburn Avenue, North 05°37'21" East, 44.52 feet to the Place of Beginning; thence North 05°37'21" East, 12.25 to a point; thence South 83°26'20" East, 4.77 feet to a point; thence South 05°32'24" West, 12.25 feet to a point; thence North 83°26'20" West, 4.79 feet to the Place of Beginning. Containing 59 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 12-T

**Auditor's Parcel Nos.:** 088-0007-0104-00 (088-0007-0104-00; -107 cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to 2112 Ave Mt Auburn Holdings, LLC in O.R. 14121, Pg. 2574 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the south line of Earnshaw Avenue 40' R/W; thence with the east line of said Auburn Avenue, South 05°37'21" West, 74.69 feet to the Place of Beginning; thence South 83°26'20" East, 4.70 feet to a point; thence South 05°32'24" West, 46.31 feet to a point; thence North 83°26'20" West, 4.77 feet to a point in the east line of said Auburn Avenue; thence with the east line of said Auburn Avenue, North 05°37'21" East, 46.31 feet to the Place of Beginning. Containing 219 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcels:** 13-T-1 & 13-T-2

Auditor's Parcel Nos.: 094-0006-0220-00; 094-0006-0221-00; 094-0006-0222-00;

& 094-0006-0223-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio, and being all of Lot 30 and part of Lot 31 of the F.G. and Frank Huntington Subdivision as recorded in Plat Book 13, Page 135 H.C.R.O. and being more particularly described as follows:

Beginning at the intersection of the southeast corner of said Lot 30 and the north line of Sycamore Street, 70' R/W; thence with the north line of said Sycamore Street, South 81°18'30" West, 48.09 feet to a point; thence North 05°56'07" East, 54.24 feet to a point in the south line of Dorchester Avenue, 40' R/W; thence with the south line of said Dorchester Avenue, South 84°03'53" East, 46.53 feet to a point; thence South 05°56'07" West, 42.10 feet to the Place of Beginning. Containing 2,241 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record.

### Exhibit A

Legal Descriptions – Fee Simple Interests

Project Parcel: 1-WD-1

**Auditor's Parcel Nos.: 088-0008-0128-00** (088-0008-0128-00 through -135; -185; -186

cons.); **088-0008-0136-00**; **088-0008-0137-00** (088-0008-0137-00 through -140; -143 through -146; -155 through -183; -187 through -190; -192 through -200; -208; -217; -221; -226; -227 cons.; -217; -221; -226; -227 cons.); & **088-0008-0141-00** (088-0008-141; -142

cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 5624, Pg. 1032 and being more particularly described as follows:

Commencing at the intersection of the west line of Auburn Avenue, 60' R/W and the south line of Glencoe Place, 40' R/W; thence with the west line of said Auburn Avenue, South 02°58'35" West, 402.74 feet to a point; thence North 84°17'55" West, 189.00 feet to a point; thence South 02°58'35" West, 60.00 feet to a point; thence South 84°17'55" East, 189.00 feet to a point in the west line of said Auburn Avenue; thence with the west line of said Auburn Avenue South 07°57'05" West, 106.56 feet to the Place of Beginning; thence continuing with the west line of said Auburn Avenue the following two courses, South 07°57'05" West, 35.70 feet to a point; thence South 03°31'00" West, 28.79 feet to a point; thence on a curve to the left said curve having a radius of 15.00 feet a chord bearing North 27°56'47" West, 7.34 feet, 7.42 feet as measured along said curve to a point; thence North 03°33'58" East, 58.28 feet to a point; thence South 85°03'27" East, 6.54 feet to the Place of Beginning. Containing 281 square feet of land more or less (0.006 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 1-WD-2

**Auditor's Parcel Nos.: 088-0008-0128-00** (088-0008-0128-00 through -135; -185; -186

cons.); **088-0008-0136-00**; **088-0008-0137-00** (088-0008-0137-00 through -140; -143 through -146; -155 through -183; -187 through -190; -192 through -200; -208; -217; -221; -226; -227 cons.; -217; -221; -226; -227 cons.); & **088-0008-0141-00** (088-0008-141; -142

cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 5624, Pg. 1032 and being more particularly described as follows:

Commencing the intersection of the west line of Auburn Avenue, 60' R/W and the south line of Glencoe Place, 40' R/W; thence with the west line of said Auburn Avenue, South 02°58'35" West, 402.74 feet to a point; thence North 84°17'55" West, 189.00 feet to a point; thence South 02°58'35" West, 60.00 feet to a point; thence South 84°17'55" East, 189.00 feet to a point in the west line of said Auburn Avenue; thence with the west line of said Auburn Avenue the following three courses, South 07°57'05" West, 142.26 feet to a point; thence South 03°31'00" West, 65.49 feet to a point; thence 00°46'48" East 4.67 feet to the Place of Beginning; thence continuing with the west line of said Auburn Avenue the following four courses; South 00°46'48" East, 80.64 feet to a point; thence South

00°57'27" West, 75.00 feet to a point; thence South 05°43'35" West, 204.14 feet to a point; thence on a curve to the right said curve having a radius of 20.00 feet a chord bearing South 49°05'48" West, 24.56 feet, 26.44 feet as measured along said curve to a point; thence North 88°38'31" West, 1.45 feet to a point; thence North 06°10'24" East, 1.84 feet to a point; thence South 84°00'58" East, 6.29 feet to a point; thence North 06°17'48" East, 99.79 feet to a point; thence North 05°33'28" East, 151.90 feet to a point; thence North 84°13'19" West, 6.20 feet to a point; thence North 05°58'57" East, 15.96 feet to a point; thence South 85°58'23" East, 5.99 feet to a point; thence North 04°01'37" East, 36.50 feet to a point; thence on a curve to the left said curve having a radius of 10.00 feet a chord bearing North 11°59'25" West, 5.52 feet, 5.59 feet as measured along said curve to a point; thence North 83°50'31" West, 4.19 feet to a point; thence North 03°54'19" East 57.75 feet to a point; thence on a curve to the left said curve having a radius of 15.00 feet a chord bearing North 38°25'47" East, 9.30 feet, 9.45 feet as measured along said curve to the Place of Beginning. Containing 3,767 square feet of land more or less (0.086 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 1-WD-3

**Auditor's Parcel Nos.: 088-0008-0235-00** (088-0008-0235-00; -237 cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 7124, Pg. 601 and being more particularly described as follows:

Commencing at the intersection of the north line of Huntington Place, 50' R/W and the west line of Auburn Avenue, 60' R/W; thence with the west line of said Auburn Avenue North 06°01'18" East, 179.40 feet to the Place of Beginning; thence North 84°08'26" West, 17.66 feet to a point; thence North 06°10'24" East, 54.46 feet to a point; thence South 88°38'31" East, 1.45 feet to a point; thence on a curve to the left said curve having a radius of 20.00 feet a chord bearing North 49°05'48" East, 24.56 feet, 26.44 feet as measured along said curve to a point in the west line of said Auburn Avenue; thence with the west line of said Auburn Avenue South 06°34'41" West, 72.47 feet to the Place of Beginning. Containing 1,052 square feet of land more or less (0.024 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 1-WD-4

Auditor's Parcel No.: 088-0008-0018-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 11915, Pg. 1658 and being more particularly described as follows:

Beginning at the intersection of the north line of Huntington Place, 50' R/W and the west line of Auburn Avenue, 60' R/W; thence with the north line of said Huntington Place; North 84°54'09" West, 20.00 feet to a point; thence on a curve to the left said curve having a radius of 10.00 feet a chord bearing North 45°23'44" East, 12.65 feet, 13.69 feet as measured along said curve to a point; thence North 06°10'15" East, 153.75 feet to a point; thence on a curve to the left said curve having a radius of 10.05 feet a chord bearing North 29°36'22" West, 10.49 feet, 11.04 feet as measured along said curve to a point; thence North 06°10'24" East, 7.62 feet to a point; thence South 84°08'26" East, 17.66 feet to a point in the west line of said Auburn Avenue; thence with the west line of said Auburn Avenue, South 06°01'18" West, 179.40 feet to the Place of Beginning. Containing 2,193 square feet of land more or less (0.050 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 1-WD-5

Auditor's Parcel Nos.: 088-0007-0069-00; -70; -71; -72; -73

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 11223, Pg. 892 and being more particularly described as follows:

Beginning at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Earnshaw Avenue 40' R/W; thence with the east line of said Auburn Avenue, North 03°58'13" East, 4.48 feet to a point; thence South 38°10'18" East, 6.41 feet to a point in the north line of said Earnshaw Avenue; thence with the north line of said Earnshaw Avenue, North 82°24'18" West, 4.31 feet to the Place of Beginning. Containing 10 square feet of land more or less (0.000 Acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 2-WD

Auditor's Parcel No.: 088-0007-0035-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to Shabbat Shalom, LLC in O.R. 14108, Pg. 1582 and being more particularly described as follows:

Beginning at the intersection of the east line of Auburn Avenue, 60' R/W and the south line of Southern Avenue, 37' R/W; thence with the south line of said Southern Avenue, South 83°55'23" East, 1.89 feet to a point; thence South 45°38'31" West, 2.98 feet to a point in the east line of said Auburn Avenue; thence with the east line of said Auburn Avenue, North 06°10'24" East, 2.30 feet to the Place of Beginning. Containing 2 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 3-WD

**Auditor's Parcel Nos.: 088-0008-0124-00** (088-0008-0124-00; -125 cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to CILO Properties, LLC in O.R. 11123, Pg. 1462 and being more particularly described as follows:

Beginning at the intersection of the south line of Huntington Place, 50' R/W and the west line of Auburn Avenue, 60' R/W; thence with the west line of said Auburn Avenue; South 06°10'24" West, 74.06 feet to a point; thence South 05°58'06" West, 53.54 feet to a point; thence North 01°55'04" East, 55.17 feet to a point; thence North 84°35'44" West, 1.00 feet to a point; thence North 01°44'03" East, 63.25 feet to a point; thence on a curve to the left said curve having a radius of 9.00 feet a chord bearing North 41°38'23" West, 12.27 feet, 13.50 feet as measured along said curve to a point; thence North 84°33'07" West, 7.05 feet to a point; thence North 05°26'53" East, 0.89 feet to a point in the south line of said Huntington Place; thence with the south line of said Huntington Place, South 84°54'09" East, 25.95 feet to the Place of Beginning. Containing 696 square feet of land more or less (0.016 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 5-WD

**Auditor's Parcel Nos.: 088-0007-0020-90** (088-0007-0020-00; -21; -22; -109; -125;

-126 cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to Hamilton County Board of Commissioners in D.B. 2451, Pages 54, 315, 343 and 491 and D.B. 2457, Page 56 and being more particularly described as follows:

Beginning at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Bodmann Avenue, 50' R/W; thence with the east line of said Auburn Avenue, North 06°10'24" East, 237.94 feet to a point; thence South 82°52'21" East, 0.19 feet to a point; thence South 05°01'34" West, 0.30 feet to a point; thence South 03°03'00" West, 5.76 feet to a point; thence South 03°04'03" West, 29.59 feet to a point; thence South 01°54'03" West, 6.56 feet to a point; thence South 01°44'03" West, 72.67 feet to a point; thence on a curve to the right said curve having a radius of 726.96 feet a chord bearing South 06°23'25" West, 118.02 feet, 118.15 feet as measured along said curve to a point; thence South 11°15'33" West, 5.31 feet to a point in the north line of said Bodmann Avenue; thence with the north line of said Bodmann Avenue, North 84°06'54" West, 7.31 feet to the Place of Beginning. Containing 1,622 square feet of land more or less (0.037 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 6-WD

Auditor's Parcel No.: 088-0007-0001-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to HIDY Transportation Co. in D.B. 3777, Pg. 331 and being more particularly described as follows:

Beginning at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Dorchester Avenue, 50' R/W; thence with the east line of said Auburn Avenue, North 05°58'06" East, 97.85 feet to a point; thence South 84°06'54" East, 100.00 feet to a point; thence South 05°58'06" West, 97.99 feet to a point in the north line of said Dorchester Avenue said point being 0.46 feet north of an existing iron pin; thence with the north line of said Dorchester Avenue, North 84°02'08" West, 100.00 feet to the Place of Beginning. Containing 9,792 square feet of land more or less (0.225 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 7-WD

Auditor's Parcel No.: 088-0007-0002-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to ORI Associates, LLC in O.R. 12974, Pg. 602 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Dorchester Avenue, 50' R/W; thence with the north line of said Dorchester Avenue, South 84°02'08" East, 100.00 feet to a point being 0.46 feet north of an existing iron pin and being the Place of Beginning; thence North 05°58''06" East, 26.85 feet to a point; thence on a curve to the left, said curve having a radius of 189.00 feet a chord bearing South 61°04'20" East, 44.76 feet, 44.87 feet as measured along said curve to a point; thence South 05°58'06" West, 9.38 feet to a point in the north line of said Dorchester Avenue said point being 0.46 feet north of an existing iron pin; thence with the north line of said Dorchester Avenue, North 84°02'08" West, 41.22 feet to the Place of Beginning. Containing 707 square feet of land more or less (0.016 acres). Bearings based on NAD 83 (2007). Subject to all legal highways,

easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 8-WD

Auditor's Parcel No.: 088-0007-0003-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to James Gill in D.B. 3935, Pg. 272 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Dorchester Avenue, 50' R/W; thence with the north line of said Dorchester Avenue, South 84°02'08" East, 141.22 feet to a point being 0.46 feet north of an existing iron pin and being the Place of Beginning; thence North 05°58''06" East, 9.38 feet to a point; thence on a curve to the left, said curve having a radius of 189.00 feet a chord bearing South 74°43'56" East, 45.14 feet, 45.25 feet as measured along said curve to a point; thence South 81°23'03" East, 20.60 feet to a point; thence South 05°58'06" West, 1.13 feet to a point in the north line of said Dorchester Avenue; thence with the north line of said Dorchester Avenue, North 84°02'08" West, 65.13 feet to the Place of Beginning. Containing 248 square feet of land more or less (0.006 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

### Exhibit B

Legal Descriptions – Temporary Easements

Project Parcel: 1-T-1

**Auditor's Parcel Nos.: 088-0008-0128-00** (088-0008-0128-00 through -135; -185; -186

cons.), **088-0008-0136-00**, **088-0008-0137-00** (088-0008-0137-00 through -140; -143 through -146; -155 through -183; -187 through -190; -192 through -200; -208; -217; -221; -226; -227 cons.; -217; -221; -226; -227 cons.), & **088-0008-0141-00** (088-0008-141; -142

cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 5624, Pg. 1032 and being more particularly described as follows:

Commencing the intersection of the west line of Auburn Avenue, 60' R/W and the south line of Glencoe Place, 40' R/W; thence with the west line of said Auburn Avenue, South 02°58'35" West, 402.74 feet to a point; thence North 84°17'55" West, 189.00 feet to a point; thence South 02°58'35" West, 60.00 feet to a point; thence South 84°17'55" East, 189.00 feet to a point in the west line of said Auburn Avenue; thence with the west line of said Auburn Avenue South 07°57'05" West, 106.56 feet to a point; thence North 85°03'27" West, 6.54 feet to the Place of Beginning; thence South 03°33'58" West, 58.28 feet to a point; thence on a curve to the right said curve having a radius of 15.00 feet a chord bearing South 27°56'47" East, 7.34 feet, 7.42 feet as measured along said curve to a point; thence South 03°31'00" West, 36.70 feet to a point; thence South 00°46'48" East, 4.67 feet to a point; thence on a curve to the right said curve having a radius of 15.00 feet a chord bearing South 38°25'47" West, 9.30 feet, 9.45 feet as measured along said curve to a point; thence South 03°54'19" West, 57.75 feet to a point; thence South 83°50'31" East, 4.19 feet to a point; thence on a curve to the right said curve having a radius of 10.00 feet a chord bearing South 11°59'25" East, 5.52 feet, 5.59 feet as measured along said curve to a point; thence South 04°01'37" West, 36.50 feet to a point; thence North 85°58'23" West, 5.99 feet to a point; thence North05°27'47" East, 27.41 feet to a point; thence North 84°31'45" West, 11.85 feet to a point; thence North 03°54'19" East, 72.13 feet to a point; thence on a curve to the left said curve having a radius of 12.00 feet a chord bearing North 54°05'46" East, 18.69 feet, 21.42 feet as measured along said curve to a point; thence North 02°57'33" East, 32.55 feet to a point; thence on a curve to the left said curve having a radius of 12.00 feet a chord bearing North 44°00'52" West, 17.54 feet, 19.68 feet as measured along said curve to a point; thence; thence North 07°30'46" East, 57.37 feet to a point; thence South 85°03'27" East, 7.49 feet to the Place of Beginning.

### and also:

Commencing the intersection of the west line of Auburn Avenue, 60' R/W and the south line of Glencoe Place, 40' R/W; thence with the west line of said Auburn Avenue, South 02°58'35" West, 402.74 feet to a point; thence North 84°17'55" West, 189.00 feet to a point; thence South 02°58'35" West, 60.00 feet to a point; thence South 84°17'55" East, 189.00 feet to a point in the west line of said Auburn Avenue; thence with the west line of said Auburn Avenue South 07°57'05" West, 106.56 feet to a point; thence North 85°03'27" West, 6.54 feet to a point; thence South 03°33'58" West, 58.28 feet to a point; thence on a curve to the right said curve having a radius of 15.00 feet a chord bearing South 27°56'47" East, 7.34 feet, 7.42 feet as measured along said curve to a point; thence South 03°31'00" West, 36.70 feet to a point; thence South 00°46'48" East, 4.67 feet to a point; thence on a curve to the right said curve having a radius of 15.00 feet a chord bearing South 38°25'47" West, 9.30 feet, 9.45 feet as measured along said curve to a point; thence South 03°54'19" West, 57.75 feet to a point; thence South 83°50'31" East, 4.19 feet to a point; thence on a curve to the right said curve having a radius of 10.00 feet a chord bearing South 11°59'25" East, 5.52 feet, 5.59 feet as measured along said curve to a point; thence South 04°01'37" West, 36.50 feet to a point; thence North 85°58'23" West, 5.99 feet to a point; thence South 05°58'57" West, 15.96 feet to the Place of Beginning; thence South 84°13'19" East, 6.20 feet to a point; thence South 05°33'28" West, 151.90 feet to a point; thence South 06°17'48"

West, 99.79 feet to a point; thence North 84°00'58" West, 6.29 feet to a point; thence South 06°10'24" West, 1.84 feet to a point; thence North 88°38'31" West, 13.71 feet to a point; thence North 06°10'24" East, 18.73 feet to a point; thence North 83°41'36" West, 9.57 feet to a point; thence North 05°49'26" East, 52.17 feet to a point; thence South 83°41'53" East, 23.74 feet to a point; North 05°38'51" East, 130.47 feet to a point; thence North 05°49'43" East, 53.32 feet to the Place of Beginning. Containing a Total of 4,845 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 1-T-3

**Auditor's Parcel Nos.: 088-0008-0235-00** (088-0008-0235-00; -237 cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 7124, Pg. 601 and being more particularly described as follows:

Commencing at the intersection of the north line of Huntington Place, 50' R/W and the west line of Auburn Avenue, 60' R/W; thence with the west line of said Auburn Avenue North 06°01'18" East, 179.40 feet to a point; thence North 84°08'26" West, 17.66 feet to the Place of Beginning; thence North 84°08'26" West, 15.43 feet to a point; thence North 06°10'24" East, 10.19 feet to a point; thence South 83°49'36" East, 6.28 feet to a point; thence North 06°10'24" East, 36.86 feet to a point; thence North 83°41'36" West, 4.51 feet to a point; thence North 06°10'24" East, 6.40 feet to a point; thence South 88°38'31" East, 13.70 feet to a point; thence South 06°10'24" West, 54.46 feet to the Place of Beginning. Containing 588 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 1-T-4

Auditor's Parcel No.: 088-0008-0018-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 11915, Pg. 1658 and being more particularly described as follows:

Commencing at the intersection of the north line of Huntington Place, 50' R/W and the west line of Auburn Avenue, 60' R/W; thence with the north line of said Huntington Place; North 84°54'09" West, 20.00 feet to the Place of Beginning; thence continuing with the north line of said Huntington Place North 84°54'09" West, 24.14 feet to a point; thence North 06°10'24"East, 15.88 feet to a point; thence North 43°06'54" East, 19.80 feet to a point; thence North 06°10'24" East, 5.62 feet to a point; thence South 84°58'53" East, 9.74 feet to a point; thence North 05°39'51" East, 120.79 feet to a point; thence North 84°03'12" West, 10.00 feet to a point; thence North 06°10'24" East, 21.78 feet to a point; thence South 84°08'26" East, 15.43 feet to a point; thence South 06°10'24" West, 7.62 feet to a point; thence on a curve to the right said curve having a radius of 10.05 feet a chord bearing South 29°36'22" East, 10.49 feet, 11.04 feet as measured along said curve to a point; thence South 06°10'15" West, 153.75 feet to a point; thence on a curve to the right said curve having a radius of 10.00 feet a chord bearing South 45°23'44" West, 12.65 feet, 13.69 feet to the Place of Beginning. Containing 2,752 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 1-T-5

Auditor's Parcel Nos.: 088-0007-0069-00; -70; -71; -72; -73

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 11223, Pg. 892 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Earnshaw Avenue 40' R/W; thence with the east line of said Auburn Avenue, North 03°58'13" East, 111.84 feet to a point; thence North 03°03'25" East, 20.56 feet to a point; thence North 02°59'08" East, 89.23 feet to a point; thence South 87°00'52" East, 4.50 feet to a point; thence South 02°59'08" West, 89.23 feet to a point; thence South 03°03'25" West, 20.60 feet; thence South 03°58'13" West, 107.65 to a point; thence South 82°24'18" East, 15.52 feet to a point; thence South 03°58'13" West, 4.51 feet to a point in the north line of said Earnshaw Avenue; thence North 82°24'18" West, 20.03 feet to the Place of Beginning. Containing 1,068 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 2-T

Auditor's Parcel No.: 088-0007-0035-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to Shabbat Shalom, LLC in O.R. 14108, Pg. 1582 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the south line of Southern Avenue, 37' R/W; thence with the south line of said Southern Avenue, South 83°55'23" East, 1.89 feet to the Place of Beginning; thence South 83°55'23" East, 4.85 feet to a point; thence South 05°37'21" West, 26.70 feet to a point; thence South 06°10'24" West, 75.10 feet to a point; thence North 83°55'23" West, 7.00 feet to a point in the east line of said Auburn Avenue; thence with the east line of said Auburn Avenue, North 06°10'24" East, 99.50 feet to a point; thence North 45°38'31" East, 2.98 feet to the Place of Beginning. Containing 697 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 3-T

**Auditor's Parcel Nos.: 088-0008-0124-00** (088-0008-0124-00; -125 cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to CILO Properties, LLC in O.R. 11123, Pg. 1462 and being more particularly described as follows:

Commencing at the intersection of the south line of Huntington Place, 50' R/W and the west line of Auburn Avenue, 60' R/W; thence with the south line of said Huntington Place; North 84°54'09" West, 25.95 feet to a point; thence South 05°26'53" West, 0.89 feet to the Place of Beginning; thence South 84°33'07" East, 7.05 feet to a point; thence on a curve to the right said curve having a radius of 9.00 feet a chord bearing South 41°38'23" East, 12.27 feet, 13.50 feet as measured along said curve to a point; thence South 01°44'03" West, 63.25 feet to a point; thence South 84°35'44" East, 1.00 feet to a point; thence South 01°55'04" West, 55.17 feet to a point; thence North 84°22'59" West, 14.94 feet to a point; thence North 04°55'08" East, 122.03 feet to a point; thence North 84°54'41" West, 8.47 feet to a point; thence North 05°26'53" East, 4.53 feet to the Place of Beginning. Containing 1,116 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 4-T

Auditor's Parcel No.: 088-0008-0249-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to Medulla Oblongata Property Holdings, LLC in O.R. 12315, Pg. 1034 and being more particularly described as follows:

Commencing at the intersection of the south line of Huntington Place, 50' R/W and the west line of Auburn Avenue, 60' R/W; thence with the west line of said Auburn Avenue the following two courses; South 06°10'24" West, 74.06 feet to a point; thence South 05°58'06" West, 53.54 feet to the Place of Beginning; thence South 05°58'06" West, 19.97 feet to a point; thence South 87°12'52" West, 14.77 feet to a point; thence North 05°06'23" East, 22.13 feet to a point; thence South 84°22'59" East, 14.93 feet to the Place of Beginning. Containing 311 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 5-T

**Auditor's Parcel Nos.: 088-0007-0020-90** (088-0007-0020-00; -21; -22; -109; -125;

-126 cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to Hamilton County Board of Commissioners in D.B. 2451, Pages 54, 315, 343 and 491 and D.B. 2457, Page 56 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Bodmann Avenue, 50' R/W; thence with the north line of said Bodmann Avenue, South 84°06'54" East, 7.31 feet to the Place of Beginning; thence North 11°15'33" East, 5.31 feet to a point; thence on a curve to the left said curve having a radius of 726.96 feet a chord bearing North 06°23'25" East, 118.02 feet, 118.15 feet as measured along said curve to a point; thence North 01°44'03" East, 72.67 feet to a point; thence North 01°54'03" East, 6.56 feet to a point; thence North 03°04'03" East, 29.59 feet to a point; thence North 03°03'00" East, 5.76 feet to a point; thence North 05°01'34" East, 0.30 feet to a point; thence South 82°52'21" East, 14.79 feet to a point; thence South 14°03'30" East, 23.83 feet to a point; thence South 04°26'18" East, 31.28 feet to a point; thence South 01°57'47" West, 109.32 feet to a point; thence South 13°13'00" West, 76.00 feet to a point in the north line of said Bodmann Avenue, thence with the north line of said Bodmann Avenue, North 84°06'54" West, 20.38 feet to the Place of Beginning. Containing 5,649 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 7-T

Auditor's Parcel No.: 088-0007-0002-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to ORI Associates, LLC in O.R. 12974, Pg. 602 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Dorchester Avenue, 50' R/W; thence with the north line of said Dorchester Avenue, South 84°02'08" East, 100.00 feet to a point being 0.46 feet north of an existing iron pin; thence; North 05°58''06" East, 26.85 feet to the Place of Beginning; thence North 05°58'06" East, 23.50 feet to a point; thence on a curve to the left, said curve having a radius of 169.00 feet a chord bearing South 58°06'20" East, 45.83 feet, 45.97 feet as measured along said curve to a point; thence South 05°58'06" West, 20.93 feet to a point; thence on a curve to the right said curve having a radius of 189.00 feet a chord bearing North 61°04'20" West, 44.76 feet to the Place of Beginning. Containing 908 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 8-T

Auditor's Parcel No.: 088-0007-0003-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to James Gill in D.B. 3935, Pg. 272 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Dorchester Avenue, 50' R/W; thence with the north line of said Dorchester Avenue, South 84°02'08" East, 141.22 feet to a point being 0.46 feet north of an existing iron pin; thence; North 05°58''06" East, 9.38 feet to the Place of Beginning; thence North 05°58''06" East, 20.93 feet to a point; thence on a curve to the left said curve having a radius of 169.00 a chord bearing South 70°23''02" East, 26.43 feet, 26.46 feet as measured along said curve to a point; thence South 64°34'52" East, 41.83 feet to a point; thence South 05°58''06" West, 9.01 feet to a point; thence North 81°23''03" West, 20.60 feet to a point; thence on a curve to the right, said curve having a radius of 189.00 feet a chord bearing North 74°43'56" West, 45.14 feet, 45.25 feet as measured along said curve to the Place of Beginning. Containing 1,116 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 9-T-1

**Auditor's Parcel Nos.: 094-0006-0224-00** (094-0006-0224-00 through -0227)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio, and being all of Lot 29 and part of Lots 26 and 28 of the F.G. and Frank Huntington Subdivision as recorded in Plat Book 13, Page 135 H.C.R.O. and being more particularly described as follows:

Beginning at the intersection of the southwest corner of said Lot 29 and the north line of Sycamore Street, 70' R/W; thence North 05°56'07" East, 42.10 feet to a point in the south line of Dorchester Avenue, 40' R/W; thence with the south line of said Dorchester Avenue, South 84°03'53" East, 37.18 feet to a point; thence South 05°39'15" West, 32.35 feet to a point in the north line of said Sycamore Street; thence with the north line of said Sycamore Street, South 81°18'30" West, 38.59 feet to the Place of Beginning. Containing 1,387 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record.

Project Parcel: 9-T-2

**Auditor's Parcel Nos.: 094-0006-0224-00** (094-0006-0224-00 through -0227)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 26 of the F.G. and Frank Huntington Subdivision as recorded in Plat Book 13, Page 135 H.C.R.O. and being more particularly described as follows:

Beginning at the intersection of the south line of Dorchester Avenue, 40' R/W and the North line of Sycamore Street, 70' R/W; thence with the north line of said Sycamore Street, South 64°45'09" West, 19.35 feet to a point; thence North 04°58'18" East, 10.02 feet to a point in the south line of said Dorchester Avenue; thence with the south line of said Dorchester Avenue, South 84°03'53" East, 16.72 feet to the Place of Beginning. Containing 84 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record.

Project Parcel: 10-T

Auditor's Parcel No.: 088-0007-0004-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to Donald Blaire Frodge, Jr.in O.R. 7675, Pg. 1727 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Dorchester Avenue, 50' R/W; thence with the north line of said Dorchester Avenue, South 84°02'08" East, 206.35 feet to the Place of Beginning; thence North 05°58'06" East, 10.14 to a point; thence South 73°11'38" East, 35.08 feet to a point; thence South 81°23'03" East, 25.03 feet to a point; thence South 06°00'32" West, 2.38 feet to a point in the north line of said Dorchester Avenue; thence with the north line of said Dorchester Avenue, North 84°02'08" West, 59.45 feet to the Place of Beginning. Containing 310 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 11-T

Auditor's Parcel Nos.: 088-0007-0097-00; -132

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to Merk Holdings OH 1, LLC in O.R. 14121, Pg. 3045 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Southern Avenue 37' R/W; thence with the east line of said Auburn Avenue, North 05°37'21" East, 44.52 feet to the Place of Beginning; thence North 05°37'21" East, 12.25 to a point; thence South 83°26'20" East, 4.77 feet to a point; thence South 05°32'24" West, 12.25 feet to a point; thence North 83°26'20" West, 4.79 feet to the Place of Beginning. Containing 59 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

Project Parcel: 12-T

**Auditor's Parcel Nos.: 088-0007-0104-00** (088-0007-0104-00; -107 cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to 2112 Ave Mt Auburn Holdings, LLC in O.R. 14121, Pg. 2574 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the south line of Earnshaw Avenue 40' R/W; thence with the east line of said Auburn Avenue, South 05°37'21" West, 74.69 feet to the Place of Beginning; thence South 83°26'20" East, 4.70 feet to a point; thence South 05°32'24" West, 46.31 feet to a point; thence North 83°26'20" West, 4.77 feet to a point in the east line of said Auburn Avenue; thence with the east line of said Auburn Avenue, North 05°37'21" East, 46.31 feet to the Place of Beginning. Containing 219 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcels:** 13-T-1 & 13-T-2

Auditor's Parcel Nos.: 094-0006-0220-00; 094-0006-0221-00; 094-0006-0222-00;

& 094-0006-0223-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio, and being all of Lot 30 and part of Lot 31 of the F.G. and Frank Huntington Subdivision as recorded in Plat Book 13, Page 135 H.C.R.O. and being more particularly described as follows:

Beginning at the intersection of the southeast corner of said Lot 30 and the north line of Sycamore Street, 70' R/W; thence with the north line of said Sycamore Street, South 81°18'30" West, 48.09 feet to a point; thence North 05°56'07" East, 54.24 feet to a point in the south line of Dorchester Avenue, 40' R/W; thence with the south line of said Dorchester Avenue, South 84°03'53" East, 46.53 feet to a point; thence South 05°56'07" West, 42.10 feet to the Place of Beginning. Containing 2,241 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record.



Date: September 2, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: ORDINANCE – PROPERTY SALE AGREEMENT BLOOR AVENUE AT BEECHMONT

CIRCLE

### Attached is an ordinance captioned as follows:

AUTHORIZING the City Manager to execute a Property Sale Agreement with BMC Vision, LLC for the sale of City-owned real property located at the southeast corner of the intersection of Bloor Avenue and Beechmont Circle in the Linwood neighborhood of Cincinnati.

The City owns property at the southeast corner of the intersection of Bloor Avenue and Beechmont Circle in Linwood ("Sale Property"). BMC Vision, LLC ("Developer") would like to purchase this property for consolidation with abutting property that the Developer owns or controls to facilitate the commercial redevelopment of the larger tract into residential rental units.

It has been determined that the Sale Property is not needed for transportation or any other municipal purpose.

The approximate fair market value of the Sale Property is \$29,000, which the Developer has agreed to pay.

The City Planning Commission approved the sale at its meeting on July 17, 2020.

The Administration recommends passage of the attached ordinance.

Attachment I – Property Sale Agreement

cc: John S. Brazina, Director, Transportation and Engineering - john b

# City of Cincinnati An (Prdinance No.\_\_\_\_\_

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- 2020

**AUTHORIZING** the City Manager to execute a *Property Sale Agreement* with BMC Vision, LLC for the sale of City-owned real property located at the southeast corner of the intersection of Bloor Avenue and Beechmont Circle in the Linwood neighborhood of Cincinnati.

WHEREAS, the City owns certain real property located at the southeast corner of the intersection of Bloor Avenue and Beechmont Circle, as more particularly described and depicted in the *Property Sale Agreement* attached to this ordinance as Attachment A (the "Sale Property"), which is under the management and control of the City's Department of Transportation and Engineering ("DOTE"); and

WHEREAS, BMC Vision, LLC ("Developer") desires to purchase the Sale Property from the City, for consolidation with certain abutting real property that Developer owns or otherwise controls to facilitate the commercial redevelopment of the larger tract into residential rental units; 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, pursuant to 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 DOTE, has determined that the Sale Property is not needed for transportation or any other 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 \$29,000, 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, 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 Agreement* with BMC Vision, 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 0.1214 acres of City property located at the southeast corner of the intersection of Bloor Avenue and Beechmont Circle (the "Sale Property"), for assemblage with Developer's adjoining property.

Section 2. That the Sale Property is not needed for transportation or any other 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 \$29,000, 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 commercial redevelopment of Developer's adjoining property into residential rental units, providing the City with quality housing, jobs, and other economic and non-economic benefits.

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 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 Agreement*, including, without limitation, executing any and all other ancillary agreements, plats, deeds, easement agreements, affidavits, closing statements, and other 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

Contract No.	
Property:	sale of property:
Bloor Ave. a	at Beechmont Cir.

### PROPERTY SALE AGREEMENT

This Property Sale Agreement ("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; Attention: Real Estate (the "City"), and BMC VISION, LLC, an Ohio limited liability company, the address of which is 1009 Delta Avenue, Cincinnati, OH 45226 ("Purchaser").

#### Recitals:

- A. The City owns a vacant tract of land located at the southeast corner of the intersection of Bloor Avenue and Beechmont Circle, as more particularly described on <u>Exhibit A</u> (*Legal Description*) (the "**Sale Property**"), which is under the management and control of the City's Department of Transportation and Engineering ("**DOTE**").
- B. Purchaser owns land adjoining the Sale Property, as depicted on <u>Exhibit B</u> (*Site Survey*) hereto ("**Purchaser's Property**"), which Purchaser desires to develop for commercial use.
- C. To facilitate and enhance the development of Purchaser's Property, Purchaser desires to purchase the Sale Property from the City, containing approximately 0.1214 acres, as depicted on <a href="Exhibit">Exhibit</a> B hereto.
- D. The City has determined that the Sale Property is not needed for transportation or any other municipal purpose.
- E. The City's Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Sale Property is \$29,000, which Purchaser has agreed to pay.
- F. The City has determined that eliminating competitive bidding in connection with the City's sale of the Sale Property is justified because Purchaser owns the abutting property and intends to utilize the Sale Property to enhance the development of its adjacent property, which, when redeveloped, will provide economic benefits to the City.
- G. 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.
- H. City Planning Commission, having the authority to approve the change in the use of Cityowned property, approved the sale of the Sale Property to Purchaser at its meeting on July 17, 2020.
- I. Execution of this Agreement was authorized by Cincinnati City Council by Ordinance No. [\_\_\_\_\_\_], 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 a purchase price of \$29,000 (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. Real Estate Closing.

- (A) <u>Closing 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 "Closing 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 (or waiver) of [x] inspections of the Sale Property, including without limitation environmental assessments and soil assessments, to the extent Purchaser, at its option, elects to obtain such inspections, [y] all matters pertaining to utility service for the Sale Property, and [z] all zoning and building code requirements that are applicable to the Sale Property;
  - (iii) Plats, Legal Descriptions, and Deeds: Purchaser shall have provided the City with all plats and legal descriptions as required by DOTE, the Department of City Planning, and the Hamilton County Auditor and Recorder in connection with the City's sale of the Sale Property, including a new legal description of the Sale Property, and the parties shall work cooperatively to accomplish, at no expense to the City, the following: [x] the filing with the Hamilton County Auditor and Recorder a City-to-City Quitclaim Deed, in substantially the form attached as <a href="Exhibit C">Exhibit C</a> (Form of Quitclaim Deed Split of Consolidated Parcels) hereto, for the purpose of isolating existing City property located east of Bloor Avenue from City property located west of Bloor Avenue, [y] the filing with the Hamilton County Auditor and Recorder a consolidation plat to reconsolidate the City property east of Bloor Avenue, and [z] a survey and legal description of the Sale Property to facilitate the transfer of the Sale Property to Purchaser as an "adjoining lot owner" pursuant to Ohio Revised Code Section 711.001(B)(1) and City of Cincinnati Subdivision Regulation 100-07(d);

## (iv) Coordinated Report Conditions (CR #47-2019):

### (a) DOTE:

- (1) DOTE does not object to a contract for the purchase of the excess right-of-way from the City, with a contingency that the City can terminate the contract if the plans for the Eastern Corridor require use of the property. Closing would only occur after the final location is set. Final ODOT report expected in Spring of 2020.
- (2) The existing utilities must be granted easements or relocated at petitioner's expense.
- (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.

{00312728-2} **2** 

- (4) 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) <u>Duke Energy</u>: Duke Energy has a gas main along Bloor and requires free access to those facilities at all times.
- (c) <u>Buildings and Inspections</u>: Application for proposed future development shall be submitted for Coordinated Site Review at a Development Review level.
- (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 120 days after the Effective Date, this Agreement and all rights and obligations of the parties hereunder shall automatically terminate.
- (C) Real Estate Closing Date. Provided the Closing Conditions have been satisfied, the Closing shall take place approximately **150 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 D (Form of Quitclaim Deed). 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. 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. <u>Notices</u>. 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 sends 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 is an Ohio limited liability company duly organized and validly existing under the laws of the State of Ohio, is authorized to transact business in 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) Purchaser has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for herein.

- (iii) 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 Purchaser's organizational documents, 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.
- (iv) 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 that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition or its purchase of the Sale Property.
- (v) 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 with its normal operations or materially and adversely affect its financial condition or its purchase of the Sale Property.
- (vi) The statements made in the documentation provided by Purchaser to the City that are descriptive of Purchaser or its facility 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.
- (vii) Neither Purchaser nor any of its affiliates owes 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 Purchaser or 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 - Legal Description

Exhibit B - Site Survey

Exhibit C – Form of Quitclaim Deed – Split of Consolidated Parcels

Exhibit D - Form of Quitclaim Deed

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").

BMC VISION, LLC, an Ohio limited liability company	
Ву:	
Printed name:	
Title:	
Date:, 2020	
CITY OF CINCINNATI	
Ву:	
By: Paula Boggs-Muething, Interim City N	<i>f</i> lanager
Date:, 2020	
Recommended by:	
John Brazina Director, Department of Transportation an	d Engineering
Approved as to Form:	
Assistant City Solicitor	
Certified Date:	
Fund/Code:	
Amount:	

**(**00312728-2**) 6** 

By: \_\_\_\_\_ Karen Alder, City Finance Director

#### **EXHIBIT A**

to Property Sale Agreement

#### Legal Description

SITUATE IN THE CITY OF CINCINNATI, HAMILTON COUNTY, OHIO BEING PART OF LOTS 16 THRU 19 OF THE LINWOOD REALTY COMPANY'S SUBDIVISION AS RECORDED IN PLAT BOOK 16, PAGE 53 OF THE HAMILTON COUNTY, OHIO RECORDS AND BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING 1/2" IRON PIN AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF BLOOR STREET WITH THE NORTHERLY RIGHT OF WAY OF BEECHMONT COURT; THENCE ALONG THE EASTERLY RIGHT OF WAY OF BLOOR STREET, NORTH 29°29'25" EAST, 317.69 FEET TO A SET 1/8" IRON PIN AND CAP (#7862) AND THE REAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT: THENCE CONTINUING ALONG THE EASTERLY RIGHT OF WAY OF BLOOR STREET, NORTH 29°29'25" EAST, 16.14 FEET A SET %" IRON PIN AND CAP (#7862); THENCE ALONG A NEW DIVISION LINE, THE FOLLOWING TWO COURSES AND DISTANCES, ALONG A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET, A DISTANCE OF 16.05 FEET, THE CHORD OF SAID CURVE BEARS NORTH 75°27'37" EAST, 14.38 FEET TO A SET %" IRON PIN AND CAP (#7862); THENCE SOUTH 58°34'11" EAST, 102.17 FEET TO A SET %" IRON PIN AND CAP (#7862) AT THE NORTHWEST CORNER OF THE PROPERTY AS CONVEYED TO BMC VISION LLC IN OFFICIAL RECORD 13937, PAGE 2755 (PARCEL B) OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID BMC VISION TRACT, SOUTH 27°02'42" WEST. 67.49 FEET TO A SET %" IRON PIN AND CAP (#7862) AT THE NORTHEAST CORNER OF THE PROPERTY AS CONVEYED TO BMC VISION LLC IN OFFICIAL RECORD 13999, PAGE 1914 OF THE HAMILTON COUNTY, OHIO RECORDS: THENCE LEAVING THE WESTERLY LINE OF FIRST MENTIONED BMC VISION TRACT (PARCEL B), ALONG THE NORTHERLY LINE OF LAST MENTIONED BMC VISION TRACT AND THE NORTHERLY LINE OF THE PROPERTY AS CONVEYED TO BMC VISION LLC IN OFFICIAL RECORD 13937. PAGE 2755 (PARCEL F), NORTH 39°18'00" WEST, 123.71 FEET TO THE PLACE OF BEGINNING.

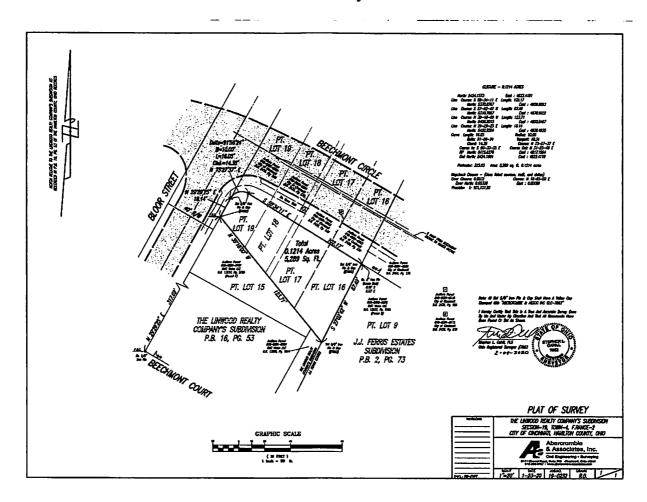
THUS CONTAINING 0.1214 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS USED IN THIS LEGAL DESCRIPTION ARE BASED ON A RANDOM BEARING SYSTEM RELATIVE TO EXISTING DEED OF RECORD AS RECORDED IN DEED BOOK 6094, PAGE 1262 OF THE HAMILTON COUNTY, OHIO RECORDS.

THE ABOVE DESCRIBED REAL ESTATE IS A PART OF THE SAME PREMISES DESCRIBED IN DEED BOOK 2436, PAGE 585 AND DEED BOOK 2428, PAGE 530 OF THE HAMILTON COUNTY, OHIO RECORDS. BEING THE RESULT OF A SURVEY AND PLAT DATED 1-23-20 MADE BY STEPHEN L. CAHILL, P.L.S., OF ABERCROMBIE & ASSOCIATES, INC. OHIO REGISTERED SURVEYOR NUMBER 7862.

# **EXHIBIT B** to Property Sale Agreement

# Site Survey



### **Exhibit C**

to Property Sale Agreement

Form of Quitclaim Deed – Split of Consolidated Parcels

**SEE ATTACHED** 

[SPACE ABOVE FOR RECORDER'S USE ONLY]

Property: Beechmont Circle at Bloor Avenue

#### **QUITCLAIM DEED**

(Consolidation Split)

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 described on <a href="Exhibit A">Exhibit A</a> (Legal Description) hereto.

Property Address: None (Property located at Beechmont Circle and Bloor Avenue)

Auditor's Parcel No.: Split of Consolidated Parcel 018-0001-0016-90

This Deed is executed and recorded in connection with the split of consolidated tax parcels comprising the property described herein.

This conveyance is permitted under Ohio Revised Code Section 5302.18, which provides that a grantor under a deed may also be a grantee.

		k 2436, Page 585; (ii) Deed Book 2438, Page 369; and, County, Ohio Records.
Executed on	, 2020.	
		City of Cincinnati
		By:

STATE OF OHIO )	
) ss: COUNTY OF HAMILTON )	
The foregoing instrument was acknowledged by Paula Boggs Muething, Interim City Manager of the corporation, on behalf of the municipal corporation acknowledgement. No oath or affirmation was administ certified hereby.	on. The notarial act certified hereby is an
	Notary Public My commission expires:
Approved as to Form:	
Assistant City Solicitor	
This instrument prepared by:	
City of Cincinnati Law Department 801 Plum Street Cincinnati, Ohio 45202	
Exhibits: Exhibit A – Legal Description	

# EXHIBIT A

to Quitclaim Deed

#### Legal Description

#### PARCEL I

Situate in the City of Cincinnati, Hamilton County, Ohio, and being known, numbered, and designated as Lot #19 of the Linwood Realty Company's Subdivision as per plat thereof recorded in Plat Book 16, Page 53, of the Hamilton County, Ohio, Plat Records. Said Lot #19 fronts 30 ft. on the southwesterly side of Kenilworth Place and extends back southwardly between parallel lines 140 ft. and is 30 ft. wide in the rear.

Being a portion of the premises conveyed to the City of Cincinnati by deed, dated August 21, 1950, and recorded in Deed Book 2436, Page 585, Hamilton County, Ohio Records.

Auditor's Parcel ID No.: 018-0001-0060-00

#### **PARCEL II**

Situate in the City of Cincinnati, Hamilton County, State of Ohio, and being part of Lot #18 of the Linwood Realty Company's Subdivision as the same is recorded in Plat Book 16, Page 53, of the Hamilton County, Ohio, Plat Records. The part of said Lot #18 herewith under examination being more fully described as follows:

Beginning at a point on the southwesterly line of Kenilworth Place; said point being the most northerly corner of said Lot #18; thence south with the southwesterly line of Kenilworth Place 25.20 ft. to a point; thence southwardly parallel to the southeasterly line of said Lot #18 a distance of 140 ft. to a point on the southwesterly line of said Lot #18, said point being a distance of 4.80 ft. westwardly from the most southerly corner of said Lot #18; thence westwardly with the southwesterly line of said Lot #18 25.20 ft. to a point, being the most westerly corner of said Lot #18; thence with the northwesterly line of said Lot #18 a distance of 140 ft. to the place of beginning.

Being a portion of the premises conveyed to the City of Cincinnati by deed, dated August 21, 1950, and recorded in Deed Book 2436, Page 585, Hamilton County, Ohio Records.

Auditor's Parcel ID No.: 018-0001-0061

#### **PARCEL III**

Situate in the City of Cincinnati, Hamilton County, State of Ohio, and being part of Lot #18 of the Linwood Realty Company's Subdivision as shown on the plat thereof, recorded in Plat Book 16, Page 53, of the Hamilton County, Ohio, Plat Records. The part of Lot #18 hereby conveyed being more particularly described as follows:

Beginning at a point on the southwesterly line of Kenilworth Place, said point being a distance of 4.80 feet northwestwardly from the most easterly corner of said Lot #18; thence eastwardly with the southwesterly line of Kenilworth Place a distance of 4.80 feet to the most easterly corner of said Lot #18; thence southwardly with the southeasterly line of said Lot #18 a distance of 140 feet to the most southerly corner of said Lot #18; thence westwardly with the southwesterly line of said Lot #18 a distance of 4.80 feet to a

point; thence northeastwardly on a line parallel to the southeasterly line of said Lot #18 a distance of 140 feet to the place of beginning.

Being a portion of the premises conveyed to the City of Cincinnati by deed, dated August 31, 1950, and recorded in Deed Book 2438, Page 369, Hamilton County, Ohio Records.

Auditor's Parcel ID No.: 018-0001-0116-00

#### **PARCEL IV**

Situate in the City of Cincinnati, Hamilton County, State of Ohio, and being part of Lot #17 of the Linwood Realty Company's Subdivision, as per plat thereof, recorded in Plat Book 6, Page 53, of the Hamilton County, Ohio, Plat Records. The part of said Lot #17 hereby conveyed being more particularly described as follows:

Beginning at a point in the southwesterly line of Kenilworth Place, said point being the most northerly corner of said Lot #17; thence eastwardly with the southwesterly line of Kenilworth Place a distance of 29.70 feet; thence southwardly parallel to the southeasterly line of said Lot #1 a distance of 140 feet to a point on the southwesterly line of said Lot #17, said point being .30 feet westwardly of the most southerly corner of said Lot #17; thence with the southwesterly line of said Lot #17 a distance of 29.70 feet to the most westerly corner of said Lot #17; thence with the northwesterly line of said Lot #17, 140 feet to the place of beginning.

Being a portion of the premises conveyed to the City of Cincinnati by deed, dated August 31, 1950, and recorded in Deed Book 2438, Page 369, Hamilton County, Ohio Records.

Auditor's Parcel ID No.: 018-0001-0062-00

#### **PARCEL V**

Situate in the City of Cincinnati, Hamilton County and State of Ohio, and being part of Lot #17, of the Linwood Realty Company's Subdivision, as per Plat thereof, recorded in Plat Book 16, Page 53, of the Hamilton County, Ohio, Plat Records and being more fully described as follows:

Beginning at a point in the southwesterly line of Kenilworth Place, said point being a distance of 29.70 feet from the most northerly corner of said Lot #17 as measured in the southwesterly line of Kenilworth Place; thence southwardly, with said southwesterly line of Kenilworth Place a distance of .30 feet to the most easterly corner of said Lot #17; thence southwestwardly with the southeasterly line of said Lot #17, a distance of .30 feet thence northwestwardly on a line parallel to the southeasterly line of said Lot #17 a distance of 140 feet to the place of beginning.

Being a portion of the premises conveyed to the City of Cincinnati by deed recorded in Deed Book 2428, Page 530, Hamilton County, Ohio Records.

Auditor's Parcel ID No.: 018-0001-0115-00

#### **PARCEL VI**

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and being known, numbered and designated as Lot #16, of the Linwood Realty Company's Subdivision, as per plat thereof, recorded in Plat Book 16, Page 53, Hamilton County, Ohio, plat records, said Lot #16, fronts 27.19 feet on the

**(**00312728-2**) 3** 

southwesterly side of Kenilworth Place and extends back southwestwardly, a distance of 140 feet on its northwesterly point a distance of 148.61 feet on its southeasterly side and is 33.46 feet wide in the rear.

Being a portion of the premises conveyed to the City of Cincinnati by deed recorded in Deed Book 2428, Page 530, Hamilton County, Ohio Records.

Auditor's Parcel ID No.: 018-0001-0063-00

**(**00312728-2**) 4** 

# **Exhibit D** to Property Sale Agreement

Quitclaim Deed

**SEE ATTACHED** 

[SPACE ABOVE FOR RECORDER'S USE
QUITCLAIM DEED
The <b>CITY OF CINCINNATI</b> , an Ohio municipal corporation, for valuable consideration paid, hereby grants and conveys to <b>BMC VISION</b> , <b>LLC</b> , an Ohio limited liability company, the address of which is 1009 Delta Avenue, Cincinnati, OH 45226 (" <b>Grantee</b> "), all of the City's right, title and interest in and to the real property described on Exhibit A – (Legal Description – Sale Property) and depicted on Exhibit B – (Survey Plat – Sale Property) hereto (the " <b>Property</b> ").
Property Address: None. approx. 0.1214 acres, Cincinnati, OH 45226
Auditor's Parcel No.
Prior instrument reference: Official Record [], Page [], Hamilton County, Ohio Records
Conveyance Between Adjoining Lot Owners. 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 parcel hereby conveyed or the balance of the parcel retained by the grantor herein. The parcel 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 authorized by Ordinance No2020, passed by Cincinnati City Council or, 2020.
Executed on, 2020.
CITY OF CINCINNATI
By:

STATE OF OHIO	) } co:
COUNTY OF HAMILTON	) SS: )
Paula Boggs-Muething, Interim corporation, on behalf of the	nt was acknowledged before me this day of, 2020 by a City Manager of the CITY OF CINCINNATI, an Ohio municipal e municipal corporation. The notarial act certified hereby is an affirmation was administered to the signer with regard to the notarial act
	Notary Public My commission expires:
Approved as to Form:	
Assistant City Solicitor	
This instrument prepared by: City of Cincinnati Law Departmer 801 Plum Street Cincinnati, Ohio 45202	nt
Exhibits to Quitclaim Deed: Exhibit A – Legal Description – S Exhibit B – Survey Plat – Sale Pr	

# EXHIBIT A to Quitclaim Deed

#### Legal Description - Sale Property

SITUATE IN THE CITY OF CINCINNATI, HAMILTON COUNTY, OHIO BEING PART OF LOTS 16 THRU 19 OF THE LINWOOD REALTY COMPANY'S SUBDIVISION AS RECORDED IN PLAT BOOK 16, PAGE 53 OF THE HAMILTON COUNTY, OHIO RECORDS AND BEING PARTICULARLY DESCRIBED AS FOLLOWS:

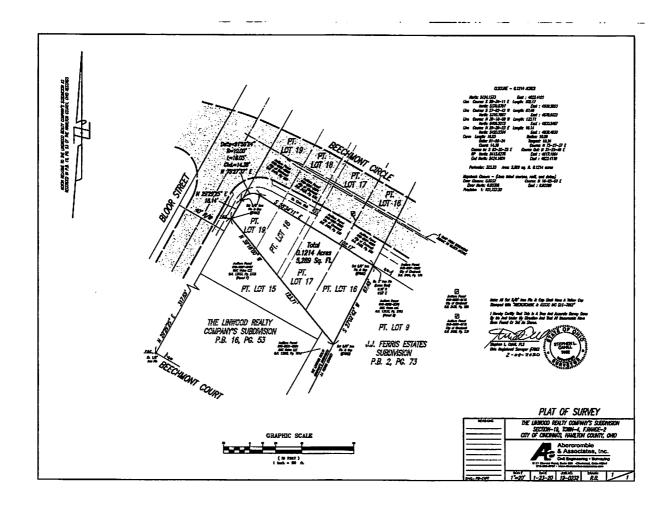
BEGINNING AT AN EXISTING 1/2" IRON PIN AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF BLOOR STREET WITH THE NORTHERLY RIGHT OF WAY OF BEECHMONT COURT: THENCE ALONG THE EASTERLY RIGHT OF WAY OF BLOOR STREET. NORTH 29°29'25" EAST. 317.69 FEET TO A SET 1/8" IRON PIN AND CAP (#7862) AND THE REAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE CONTINUING ALONG THE EASTERLY RIGHT OF WAY OF BLOOR STREET, NORTH 29°29'25" EAST, 16.14 FEET A SET 5/8" IRON PIN AND CAP (#7862); THENCE ALONG A NEW DIVISION LINE, THE FOLLOWING TWO COURSES AND DISTANCES. ALONG A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET, A DISTANCE OF 16.05 FEET, THE CHORD OF SAID CURVE BEARS NORTH 75°27'37" EAST, 14.38 FEET TO A SET %" IRON PIN AND CAP (#7862); THENCE SOUTH 58°34'11" EAST, 102.17 FEET TO A SET %" IRON PIN AND CAP (#7862) AT THE NORTHWEST CORNER OF THE PROPERTY AS CONVEYED TO BMC VISION LLC IN OFFICIAL RECORD 13937, PAGE 2755 (PARCEL B) OF THE HAMILTON COUNTY, OHIO RECORDS: THENCE ALONG THE WESTERLY LINE OF SAID BMC VISION TRACT. SOUTH 27°02'42" WEST, 67.49 FEET TO A SET 56" IRON PIN AND CAP (#7862) AT THE NORTHEAST CORNER OF THE PROPERTY AS CONVEYED TO BMC VISION LLC IN OFFICIAL RECORD 13999, PAGE 1914 OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE LEAVING THE WESTERLY LINE OF FIRST MENTIONED BMC VISION TRACT (PARCEL B), ALONG THE NORTHERLY LINE OF LAST MENTIONED BMC VISION TRACT AND THE NORTHERLY LINE OF THE PROPERTY AS CONVEYED TO BMC VISION LLC IN OFFICIAL RECORD 13937, PAGE 2755 (PARCEL F), NORTH 39°18'00" WEST, 123.71 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 0.1214 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS USED IN THIS LEGAL DESCRIPTION ARE BASED ON A RANDOM BEARING SYSTEM RELATIVE TO EXISTING DEED OF RECORD AS RECORDED IN DEED BOOK 6094, PAGE 1262 OF THE HAMILTON COUNTY, OHIO RECORDS.

# EXHIBIT B to Quitclaim Deed

# Survey Plat - Sale Property



Contract No.	_
Property: sale of propert	y:
Bloor Ave. at Beechmont C	ir.

#### PROPERTY SALE AGREEMENT

This Property Sale Agreement ("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; Attention: Real Estate (the "City"), and BMC VISION, LLC, an Ohio limited liability company, the address of which is 1009 Delta Avenue, Cincinnati, OH 45226 ("Purchaser").

#### Recitals:

- A. The City owns a vacant tract of land located at the southeast corner of the intersection of Bloor Avenue and Beechmont Circle, as more particularly described on Exhibit A (Legal Description) (the "Sale Property"), which is under the management and control of the City's Department of Transportation and Engineering ("DOTE").
- B. Purchaser owns land adjoining the Sale Property, as depicted on <u>Exhibit B</u> (*Site Survey*) hereto ("**Purchaser's Property**"), which Purchaser desires to develop for commercial use.
- C. To facilitate and enhance the development of Purchaser's Property, Purchaser desires to purchase the Sale Property from the City, containing approximately 0.1214 acres, as depicted on <a href="Exhibit B">Exhibit B</a> hereto.
- D. The City has determined that the Sale Property is not needed for transportation or any other municipal purpose.
- E. The City's Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Sale Property is \$29,000, which Purchaser has agreed to pay.
- F. The City has determined that eliminating competitive bidding in connection with the City's sale of the Sale Property is justified because Purchaser owns the abutting property and intends to utilize the Sale Property to enhance the development of its adjacent property, which, when redeveloped, will provide economic benefits to the City.
- G. 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.
- H. City Planning Commission, having the authority to approve the change in the use of Cityowned property, approved the sale of the Sale Property to Purchaser at its meeting on July 17, 2020.
- 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. <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 a purchase price of \$29,000 (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. Real Estate Closing.

- (A) <u>Closing 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 "Closing 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) <u>Inspections, Utilities & Zoning/Building Code Requirements</u>: Purchaser's approval (or waiver) of [x] inspections of the Sale Property, including without limitation environmental assessments and soil assessments, to the extent Purchaser, at its option, elects to obtain such inspections, [y] all matters pertaining to utility service for the Sale Property, and [z] all zoning and building code requirements that are applicable to the Sale Property;
  - (iii) Plats, Legal Descriptions, and Deeds: Purchaser shall have provided the City with all plats and legal descriptions as required by DOTE, the Department of City Planning, and the Hamilton County Auditor and Recorder in connection with the City's sale of the Sale Property, including a new legal description of the Sale Property, and the parties shall work cooperatively to accomplish, at no expense to the City, the following: [x] the filing with the Hamilton County Auditor and Recorder a City-to-City Quitclaim Deed, in substantially the form attached as Exhibit C (Form of Quitclaim Deed Split of Consolidated Parcels) hereto, for the purpose of isolating existing City property located east of Bloor Avenue from City property located west of Bloor Avenue, [y] the filing with the Hamilton County Auditor and Recorder a consolidation plat to reconsolidate the City property east of Bloor Avenue, and [z] a survey and legal description of the Sale Property to facilitate the transfer of the Sale Property to Purchaser as an "adjoining lot owner" pursuant to Ohio Revised Code Section 711.001(B)(1) and City of Cincinnati Subdivision Regulation 100-07(d);

#### (iv) Coordinated Report Conditions (CR #47-2019):

#### (a) DOTE:

- (1) DOTE does not object to a contract for the purchase of the excess rightof-way from the City, with a contingency that the City can terminate the contract if the plans for the Eastern Corridor require use of the property. Closing would only occur after the final location is set. Final ODOT report expected in Spring of 2020.
- (2) The existing utilities must be granted easements or relocated at petitioner's expense.
- (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) 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) <u>Duke Energy</u>: Duke Energy has a gas main along Bloor and requires free access to those facilities at all times.
- (c) <u>Buildings and Inspections</u>: Application for proposed future development shall be submitted for Coordinated Site Review at a Development Review level.
- (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 **120 days** after the Effective Date, this Agreement and all rights and obligations of the parties hereunder shall automatically terminate.
- (C) Real Estate Closing Date. Provided the Closing Conditions have been satisfied, the Closing shall take place approximately **150 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 D (Form of Quitclaim Deed). 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. 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. <u>Notices</u>. 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 sends 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 is an Ohio limited liability company duly organized and validly existing under the laws of the State of Ohio, is authorized to transact business in 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) Purchaser has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for herein.

- (iii) 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 Purchaser's organizational documents, 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.
- (iv) 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 that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition or its purchase of the Sale Property.
- (v) 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 with its normal operations or materially and adversely affect its financial condition or its purchase of the Sale Property.
- (vi) The statements made in the documentation provided by Purchaser to the City that are descriptive of Purchaser or its facility 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.
- (vii) Neither Purchaser nor any of its affiliates owes 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 Purchaser or 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. Exhibits**. The following exhibits are attached hereto and made a part hereof:

Exhibit A – Legal Description

Exhibit B - Site Survey

Exhibit C – Form of Quitclaim Deed – Split of Consolidated Parcels

Exhibit D – Form of Quitclaim Deed

SIGNATURE PAGE FOLLOWS

5

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

BMC VISION, LLC, an Ohio limited liability	company		
Ву:		_	
Printed name:		<u>-</u>	
Title:		<u>-</u>	
Date:	_, 2020		
CITY OF CINCINNATI			
By:Paula Boggs-Muer	thing, Interim City	Manager	
Date:	_, 2020		
Recommended by:			
John Brazina Director, Department o	f Transportation a	– Ind Engineering	
Approved as to Form:			
Assistant City Solicitor		-	
Certified Date:		-	
Fund/Code:		-	
Amount:		_	

{00312728-2}

By: Karen Alder, City Finance Director

#### **EXHIBIT A**

to Property Sale Agreement

#### Legal Description

SITUATE IN THE CITY OF CINCINNATI, HAMILTON COUNTY, OHIO BEING PART OF LOTS 16 THRU 19 OF THE LINWOOD REALTY COMPANY'S SUBDIVISION AS RECORDED IN PLAT BOOK 16, PAGE 53 OF THE HAMILTON COUNTY, OHIO RECORDS AND BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING 1/2" IRON PIN AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF BLOOR STREET WITH THE NORTHERLY RIGHT OF WAY OF BEECHMONT COURT: THENCE ALONG THE EASTERLY RIGHT OF WAY OF BLOOR STREET, NORTH 29°29'25" EAST, 317.69 FEET TO A SET 5/8" IRON PIN AND CAP (#7862) AND THE REAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT: THENCE CONTINUING ALONG THE EASTERLY RIGHT OF WAY OF BLOOR STREET, NORTH 29°29'25" EAST, 16.14 FEET A SET 5% IRON PIN AND CAP (#7862); THENCE ALONG A NEW DIVISION LINE, THE FOLLOWING TWO COURSES AND DISTANCES, ALONG A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET, A DISTANCE OF 16.05 FEET, THE CHORD OF SAID CURVE BEARS NORTH 75°27'37" EAST, 14.38 FEET TO A SET %" IRON PIN AND CAP (#7862); THENCE SOUTH 58°34'11" EAST, 102.17 FEET TO A SET %" IRON PIN AND CAP (#7862) AT THE NORTHWEST CORNER OF THE PROPERTY AS CONVEYED TO BMC VISION LLC IN OFFICIAL RECORD 13937, PAGE 2755 (PARCEL B) OF THE HAMILTON COUNTY, OHIO RECORDS: THENCE ALONG THE WESTERLY LINE OF SAID BMC VISION TRACT, SOUTH 27°02'42" WEST, 67.49 FEET TO A SET %" IRON PIN AND CAP (#7862) AT THE NORTHEAST CORNER OF THE PROPERTY AS CONVEYED TO BMC VISION LLC IN OFFICIAL RECORD 13999, PAGE 1914 OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE LEAVING THE WESTERLY LINE OF FIRST MENTIONED BMC VISION TRACT (PARCEL B). ALONG THE NORTHERLY LINE OF LAST MENTIONED BMC VISION TRACT AND THE NORTHERLY LINE OF THE PROPERTY AS CONVEYED TO BMC VISION LLC IN OFFICIAL RECORD 13937, PAGE 2755 (PARCEL F), NORTH 39°18'00" WEST, 123.71 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 0.1214 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

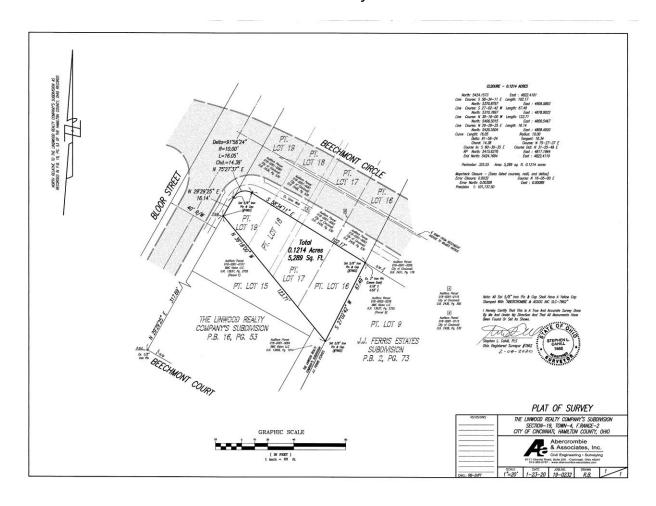
BEARINGS USED IN THIS LEGAL DESCRIPTION ARE BASED ON A RANDOM BEARING SYSTEM RELATIVE TO EXISTING DEED OF RECORD AS RECORDED IN DEED BOOK 6094, PAGE 1262 OF THE HAMILTON COUNTY, OHIO RECORDS.

THE ABOVE DESCRIBED REAL ESTATE IS A PART OF THE SAME PREMISES DESCRIBED IN DEED BOOK 2436, PAGE 585 AND DEED BOOK 2428, PAGE 530 OF THE HAMILTON COUNTY, OHIO RECORDS. BEING THE RESULT OF A SURVEY AND PLAT DATED 1-23-20 MADE BY STEPHEN L. CAHILL, P.L.S., OF ABERCROMBIE & ASSOCIATES, INC. OHIO REGISTERED SURVEYOR NUMBER 7862.

### **EXHIBIT B**

to Property Sale Agreement

# Site Survey



## **Exhibit C**

to Property Sale Agreement

Form of Quitclaim Deed – Split of Consolidated Parcels

SEE ATTACHED

[SPACE ABOVE FOR RECORDER'S USE ONLY]

Property: Beechmont Circle at Bloor Avenue

#### **QUITCLAIM DEED**

(Consolidation Split)

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 described on <u>Exhibit A</u> (*Legal Description*) hereto.

Property Address: None (Property located at Beechmont Circle and Bloor Avenue)

Auditor's Parcel No.: Split of Consolidated Parcel 018-0001-0016-90

This Deed is executed and recorded in connection with the split of consolidated tax parcels comprising the property described herein.

This conveyance is permitted under Ohio Revised Code Section 5302.18, which provides that a grantor under a deed may also be a grantee.

		k 2436, Page 585; (ii) Deed Book 2438, Page 369; and, 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, Ir corporation, on behalf of	nterim City Manager f the municipal corp	ged before me this day of of the CITY OF CINCINNATI, poration. The notarial act certiministered to the signer with rega	an Ohio municipal ified hereby is an
		Notary Public My commission expires:	
Approved as to Form:			
Assistant City Solicitor			
This instrument prepared by	r:		
City of Cincinnati Law Depai 801 Plum Street Cincinnati, Ohio 45202	rtment		
Exhibits: Exhibit A – <i>Legal Descriptio</i> l	n		

### <u>EXHIBIT A</u>

to Quitclaim Deed

#### Legal Description

#### PARCEL I

Situate in the City of Cincinnati, Hamilton County, Ohio, and being known, numbered, and designated as Lot #19 of the Linwood Realty Company's Subdivision as per plat thereof recorded in Plat Book 16, Page 53, of the Hamilton County, Ohio, Plat Records. Said Lot #19 fronts 30 ft. on the southwesterly side of Kenilworth Place and extends back southwardly between parallel lines 140 ft. and is 30 ft. wide in the rear.

Being a portion of the premises conveyed to the City of Cincinnati by deed, dated August 21, 1950, and recorded in Deed Book 2436, Page 585, Hamilton County, Ohio Records.

Auditor's Parcel ID No.: 018-0001-0060-00

#### **PARCEL II**

Situate in the City of Cincinnati, Hamilton County, State of Ohio, and being part of Lot #18 of the Linwood Realty Company's Subdivision as the same is recorded in Plat Book 16, Page 53, of the Hamilton County, Ohio, Plat Records. The part of said Lot #18 herewith under examination being more fully described as follows:

Beginning at a point on the southwesterly line of Kenilworth Place; said point being the most northerly corner of said Lot #18; thence south with the southwesterly line of Kenilworth Place 25.20 ft. to a point; thence southwardly parallel to the southeasterly line of said Lot #18 a distance of 140 ft. to a point on the southwesterly line of said Lot #18, said point being a distance of 4.80 ft. westwardly from the most southerly corner of said Lot #18; thence westwardly with the southwesterly line of said Lot #18 25.20 ft. to a point, being the most westerly corner of said Lot #18; thence with the northwesterly line of said Lot #18 a distance of 140 ft. to the place of beginning.

Being a portion of the premises conveyed to the City of Cincinnati by deed, dated August 21, 1950, and recorded in Deed Book 2436, Page 585, Hamilton County, Ohio Records.

Auditor's Parcel ID No.: 018-0001-0061

#### PARCEL III

Situate in the City of Cincinnati, Hamilton County, State of Ohio, and being part of Lot #18 of the Linwood Realty Company's Subdivision as shown on the plat thereof, recorded in Plat Book 16, Page 53, of the Hamilton County, Ohio, Plat Records. The part of Lot #18 hereby conveyed being more particularly described as follows:

Beginning at a point on the southwesterly line of Kenilworth Place, said point being a distance of 4.80 feet northwestwardly from the most easterly corner of said Lot #18; thence eastwardly with the southwesterly line of Kenilworth Place a distance of 4.80 feet to the most easterly corner of said Lot #18; thence southwardly with the southeasterly line of said Lot #18 a distance of 140 feet to the most southerly corner of said Lot #18; thence westwardly with the southwesterly line of said Lot #18 a distance of 4.80 feet to a

point; thence northeastwardly on a line parallel to the southeasterly line of said Lot #18 a distance of 140 feet to the place of beginning.

Being a portion of the premises conveyed to the City of Cincinnati by deed, dated August 31, 1950, and recorded in Deed Book 2438, Page 369, Hamilton County, Ohio Records.

Auditor's Parcel ID No.: 018-0001-0116-00

#### PARCEL IV

Situate in the City of Cincinnati, Hamilton County, State of Ohio, and being part of Lot #17 of the Linwood Realty Company's Subdivision, as per plat thereof, recorded in Plat Book 6, Page 53, of the Hamilton County, Ohio, Plat Records. The part of said Lot #17 hereby conveyed being more particularly described as follows:

Beginning at a point in the southwesterly line of Kenilworth Place, said point being the most northerly corner of said Lot #17; thence eastwardly with the southwesterly line of Kenilworth Place a distance of 29.70 feet; thence southwardly parallel to the southeasterly line of said Lot #1 a distance of 140 feet to a point on the southwesterly line of said Lot #17, said point being .30 feet westwardly of the most southerly corner of said Lot #17; thence with the southwesterly line of said Lot #17 a distance of 29.70 feet to the most westerly corner of said Lot #17; thence with the northwesterly line of said Lot #17, 140 feet to the place of beginning.

Being a portion of the premises conveyed to the City of Cincinnati by deed, dated August 31, 1950, and recorded in Deed Book 2438, Page 369, Hamilton County, Ohio Records.

Auditor's Parcel ID No.: 018-0001-0062-00

#### **PARCEL V**

Situate in the City of Cincinnati, Hamilton County and State of Ohio, and being part of Lot #17, of the Linwood Realty Company's Subdivision, as per Plat thereof, recorded in Plat Book 16, Page 53, of the Hamilton County, Ohio, Plat Records and being more fully described as follows:

Beginning at a point in the southwesterly line of Kenilworth Place, said point being a distance of 29.70 feet from the most northerly corner of said Lot #17 as measured in the southwesterly line of Kenilworth Place; thence southwardly, with said southwesterly line of Kenilworth Place a distance of .30 feet to the most easterly corner of said Lot #17; thence southwestwardly with the southeasterly line of said Lot #17, a distance of .30 feet thence northwestwardly on a line parallel to the southeasterly line of said Lot #17 a distance of .40 feet to the place of beginning.

Being a portion of the premises conveyed to the City of Cincinnati by deed recorded in Deed Book 2428, Page 530, Hamilton County, Ohio Records.

Auditor's Parcel ID No.: 018-0001-0115-00

#### **PARCEL VI**

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and being known, numbered and designated as Lot #16, of the Linwood Realty Company's Subdivision, as per plat thereof, recorded in Plat Book 16, Page 53, Hamilton County, Ohio, plat records, said Lot #16, fronts 27.19 feet on the

southwesterly side of Kenilworth Place and extends back southwestwardly, a distance of 140 feet on its northwesterly point a distance of 148.61 feet on its southeasterly side and is 33.46 feet wide in the rear.

Being a portion of the premises conveyed to the City of Cincinnati by deed recorded in Deed Book 2428, Page 530, Hamilton County, Ohio Records.

4

Auditor's Parcel ID No.: 018-0001-0063-00

## **Exhibit D**

to Property Sale Agreement

Quitclaim Deed

SEE ATTACHED

[SPACE ABOVE FOR RECORDER'S USE]
QUITCLAIM DEED
The <b>CITY OF CINCINNATI</b> , an Ohio municipal corporation, for valuable consideration paid, hereby grants and conveys to <b>BMC VISION</b> , <b>LLC</b> , an Ohio limited liability company, the address of which is 1009 Delta Avenue, Cincinnati, OH 45226 (" <b>Grantee</b> "), all of the City's right, title and interest in and to the real property described on <u>Exhibit A</u> – ( <i>Legal Description</i> – <i>Sale Property</i> ) and depicted on <u>Exhibit B</u> – ( <i>Survey Plat</i> – <i>Sale Property</i> ) hereto (the " <b>Property</b> ").
Property Address: None. approx. 0.1214 acres, Cincinnati, OH 45226
Auditor's Parcel No.
Prior instrument reference: Official Record [], Page [], Hamilton County, Ohio Records
Conveyance Between Adjoining Lot Owners. 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 parcel hereby conveyed or the balance of the parcel retained by the grantor herein. The parcel 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 authorized by Ordinance No2020, passed by Cincinnati City Council on, 2020.
Executed on, 2020.
CITY OF CINCINNATI
By:

STATE OF OHIO ) ) SS:	
COUNTY OF HAMILTON )	
The foregoing instrument was acknowledged by Paula Boggs-Muething, Interim City Manager of the corporation, on behalf of the municipal corporation acknowledgement. No oath or affirmation was administ certified hereby.	on. The notarial act certified hereby is an
	Notary Public My commission expires:
Approved as to Form:	
Assistant City Solicitor	
This instrument prepared by: City of Cincinnati Law Department 801 Plum Street Cincinnati, Ohio 45202	
Exhibits to Quitclaim Deed:  Exhibit A – Legal Description – Sale Property  Exhibit B – Survey Plat – Sale Property	

# EXHIBIT A to Quitclaim Deed

#### Legal Description – Sale Property

SITUATE IN THE CITY OF CINCINNATI, HAMILTON COUNTY, OHIO BEING PART OF LOTS 16 THRU 19 OF THE LINWOOD REALTY COMPANY'S SUBDIVISION AS RECORDED IN PLAT BOOK 16, PAGE 53 OF THE HAMILTON COUNTY, OHIO RECORDS AND BEING PARTICULARLY DESCRIBED AS FOLLOWS:

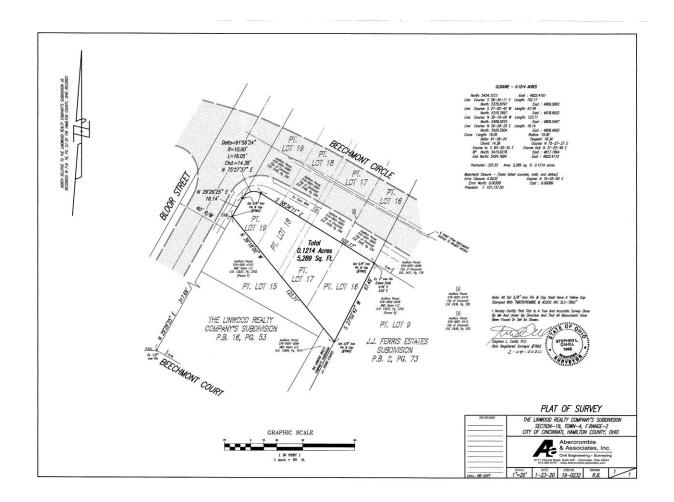
BEGINNING AT AN EXISTING 1/2" IRON PIN AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF BLOOR STREET WITH THE NORTHERLY RIGHT OF WAY OF BEECHMONT COURT: THENCE ALONG THE EASTERLY RIGHT OF WAY OF BLOOR STREET, NORTH 29°29'25" EAST, 317.69 FEET TO A SET 1/8" IRON PIN AND CAP (#7862) AND THE REAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT: THENCE CONTINUING ALONG THE EASTERLY RIGHT OF WAY OF BLOOR STREET, NORTH 29°29'25" EAST, 16.14 FEET A SET 5%" IRON PIN AND CAP (#7862); THENCE ALONG A NEW DIVISION LINE, THE FOLLOWING TWO COURSES AND DISTANCES, ALONG A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET, A DISTANCE OF 16.05 FEET, THE CHORD OF SAID CURVE BEARS NORTH 75°27'37" EAST, 14.38 FEET TO A SET %" IRON PIN AND CAP (#7862); THENCE SOUTH 58°34'11" EAST, 102.17 FEET TO A SET %" IRON PIN AND CAP (#7862) AT THE NORTHWEST CORNER OF THE PROPERTY AS CONVEYED TO BMC VISION LLC IN OFFICIAL RECORD 13937, PAGE 2755 (PARCEL B) OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID BMC VISION TRACT, SOUTH 27°02'42" WEST. 67.49 FEET TO A SET %" IRON PIN AND CAP (#7862) AT THE NORTHEAST CORNER OF THE PROPERTY AS CONVEYED TO BMC VISION LLC IN OFFICIAL RECORD 13999, PAGE 1914 OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE LEAVING THE WESTERLY LINE OF FIRST MENTIONED BMC VISION TRACT (PARCEL B), ALONG THE NORTHERLY LINE OF LAST MENTIONED BMC VISION TRACT AND THE NORTHERLY LINE OF THE PROPERTY AS CONVEYED TO BMC VISION LLC IN OFFICIAL RECORD 13937, PAGE 2755 (PARCEL F), NORTH 39°18'00" WEST, 123.71 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 0.1214 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS USED IN THIS LEGAL DESCRIPTION ARE BASED ON A RANDOM BEARING SYSTEM RELATIVE TO EXISTING DEED OF RECORD AS RECORDED IN DEED BOOK 6094, PAGE 1262 OF THE HAMILTON COUNTY, OHIO RECORDS.

# EXHIBIT B to Quitclaim Deed

## Survey Plat – Sale Property





Date: September 2, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: EMERGENCY ORDINANCE – ACCEPTING AND CONFIRMING DEDICATION OF A

PORTION OF BURNET AVENUE

Attached is an emergency ordinance captioned as follows:

ACCEPTING and confirming the dedication of 0.054 acres of real property in the Avondale neighborhood of Cincinnati to public use for right-of-way purposes as portions of the Harvey Avenue, Burnet Avenue, and East Martin Luther King Jr. Drive rights-of-way.

The University of Cincinnati Medical Center, LLC ("Dedicator") holds title to 1.270 acres of property bounded by Harvey Avenue, Burnet Avenue, and East Martin Luther King Jr. Drive in Avondale. They would like to dedicate a 0.054-acre portion of this property to public use for right-of-way purposes to be included as portions of Harvey Avenue, Burnet Avenue, and East Martin Luther King Jr. Drive.

The City Engineer has examined the Dedication Plat as to its technical features and found it to be correct.

The City Planning Commission approved the Dedication Plat and the dedication of the 0.054-acre portion of the property to public use at its meeting on May 22, 2020.

The Administration recommends passage of the attached emergency ordinance.

Attachment I – Dedication Plat

cc: John S. Brazina, Director, Transportation and Engineering – john b

#### **EMERGENCY**

# City of Cincinnati

# CHM AWL

# An Ordinance No.

- 2020

**ACCEPTING** and confirming the dedication of 0.054 acres of real property in the Avondale neighborhood of Cincinnati to public use for right-of-way purposes as portions of the Harvey Avenue, Burnet Avenue, and East Martin Luther King Jr. Drive rights-of-way.

WHEREAS, by virtue of a deed recorded in OR 13903, Page 1043, Hamilton County, Ohio Records, University of Cincinnati Medical Center, LLC ("Dedicator") holds title to 1.270 acres of real property generally bounded by Harvey Avenue, Burnet Avenue, and East Martin Luther King Jr. Drive in the Avondale neighborhood, which property is identified as Hamilton County Auditor's Parcel ID No.: 106-0001-0386-00 (the "Property");

WHEREAS, Dedicator desires to dedicate a 0.054 acre portion of the Property to public use for right-of-way purposes to be included as portions of the public streets known as Harvey Avenue, Burnet Avenue, and East Martin Luther King Jr. Drive, and has prepared and executed a plat entitled "Dedication Plat" attached to this ordinance as Attachment A for such purpose (the "Dedication Plat"); and

WHEREAS, the City Engineer has examined the Dedication Plat as to its technical features and found it to be correct; and

WHEREAS, the City Planning Commission, at its meeting on May 22, 2020 approved the Dedication Plat, and the dedication of a 0.054 acre portion of the Property to public use for right-of-way purposes to be included as portions of the Harvey Avenue, Burnet Avenue, and East Martin Luther King Jr. Drive public rights-of-way; and

WHEREAS, the City Manager, upon consultation with the City's Department of Transportation and Engineering, recommends the Council accept the dedication for right-of-way purposes of said 0.054 acres of real property for inclusion as portions of the Harvey Avenue, Burnet Avenue, and East Martin Luther King Jr. Drive public rights-of-way; now, therefore,

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

Section 1. That the City hereby accepts and confirms the dedication of a 0.054 acre portion of real property located along Harvey Avenue, Burnet Avenue, and East Martin Luther King Jr. Drive to public use for right-of-way purposes, as depicted on the plat entitled "Dedication Plat" attached hereto as Attachment "A" and incorporated herein (the "ROW Property"). A copy of the Dedication Plat depicting the Property is on file in the office of the City Engineer.

Section 2. 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.

Section 3. That the City Solicitor shall cause an authenticated copy of this ordinance 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

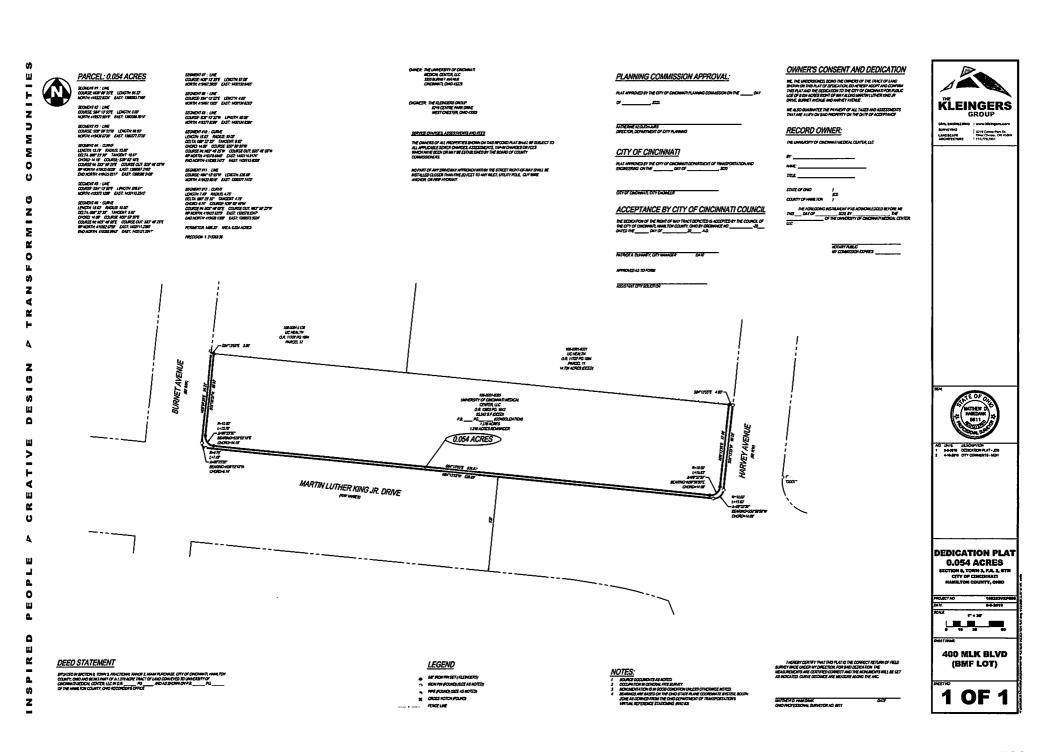
the immediate need for the City's Department of Transportation and Engineering to coordinate the

maintenance and repair of the newly dedicated public right-of-way with the maintenance and

repair of adjacent public rights-of-way.

assed:		, 2020	
			John Cranley, Mayor
Attest:			
	Clerk		

# ATTACHMENT A



PARCEL: 0.054 ACRES

SEGMENT #1 : LINE COURSE: N06° 09' 35"E LENGTH: 95.22' NORTH: 419522.8034' EAST: 1399583.7166'

SEGMENT#2 : LINE COURSE: S84° 13' 55"E LENGTH: 3.00' NORTH: 419522.5019' EAST: 1399586.7014'

SEGMENT#3 : LINE COURSE: S06° 09' 35"W LENGTH: 86.93' NORTH: 419436.0738' EAST: 1399577.3738'

SEGMENT #4 : CURVE LENGTH: 15.78' RADIUS: 10.00' DELTA: 090° 23′ 30" TANGENT: 10.07′ CHORD: 14.19' COURSE: S39° 02' 10"E COURSE IN: S83° 50' 25"E COURSE OUT: S05° 46' 05"W RP NORTH: 419435.0008' EAST: 1399587.3160' END NORTH: 419425.0517' EAST: 1399586.3108'

SEGMENT #5 : LINE COURSE: S84° 13' 55"E LENGTH: 526.61' NORTH: 419372.1266' EAST: 1400110.2545'

SEGMENT #6 : CURVE LENGTH: 15.63' RADIUS: 10.00' DELTA: 089° 32' 30" TANGENT: 9.92' CHORD: 14.09' COURSE: N50° 59' 50"E COURSE IN: N05° 46' 05"E COURSE OUT: S83° 46' 25"E RP NORTH: 419382.0759' EAST: 1400111.2595' END NORTH: 419380.9942' EAST: 1400121.2041'

SEGMENT #7 : LINE COURSE: N06° 13' 35"E LENGTH: 87.08' NORTH: 419467.5605' EAST: 1400130.6485'

SEGMENT#8 : LINE COURSE: \$84° 13' 55"E LENGTH: 4.00' NORTH: 419467.1585' EAST: 1400134.6283'

SEGMENT #9 : LINE COURSE: S06° 13' 35"W LENGTH: 90.08' NORTH: 419377.6099' EAST: 1400124.8584'

SEGMENT #10 : CURVE LENGTH: 15.63' RADIUS: 10.00' DELTA: 089° 32′ 30" TANGENT: 9.92′ CHORD: 14.09' COURSE: S50° 59' 50"W COURSE IN: N83° 46' 25"W COURSE OUT: S05° 46' 05"W RP NORTH: 419378.6945' EAST: 1400114.9174' END NORTH: 419368.7423' EAST: 1400113.9089'

SEGMENT #11 : LINE COURSE: N84° 13' 55"W LENGTH: 538.89' NORTH: 419422.9016' EAST: 1399577.7473'

SEGMENT #12 : CURVE LENGTH: 7.49' RADIUS: 4.75' DELTA: 090° 23' 30" TANGENT: 4.78' CHORD: 6.74' COURSE: N39° 02' 10"W COURSE IN: N05° 46' 05"E COURSE OUT: N83° 50' 25"W RP NORTH: 419427.6275' EAST: 1399578.2247' END NORTH: 419428.1369' EAST: 1399573.5024'

*─ S84°13'55"E 3.00'* 

L=15.78'

L=7.49' *-- Δ=90°23'30"* 

*--- Δ=90°23'30"* 

BEARING=N39°02'10"W CHORD=6.74'

BEARING=S39°02'10"E CHORD=14.19'

106-0001-L109 UC HEALTH O.R. 11707 PG 1894 PARCEL 12

PERIMETER: 1486.35' AREA: 0.054 ACRES

PRECISION 1: 315089.36

OWNER: THE UNIVERSITY OF CINCINNATI MEDICAL CENTER, LLC 3200 BURNET AVENUE CINCINNATI, OHIO 45229

ENGINEER: THE KLEINGERS GROUP 6219 CENTRE PARK DRIVE WEST CHESTER, OHIO 45069

# SERVICE CHARGES, ASSESSMENTS AND FEES

THE OWNERS OF ALL PROPERTIES SHOWN ON THIS RECORD PLAT SHALL BE SUBJECT TO ALL APPLICABLE SEWER CHARGES, ASSESSMENTS, TAP-IN CHARGES OR FEES WHICH HAVE BEEN OR MAY BE ESTABLISHED BY THE BOARD OF COUNTY

NO PART OF ANY DRIVEWAY APPROACH WITHIN THE STREET RIGHT-OF-WAY SHALL BE INSTALLED CLOSER THAN FIVE (5) FEET TO ANY INLET, UTILITY POLE, GUY WIRE ANCHOR, OR FIRE HYDRANT.

> 106-0001-0085 UNIVERSITY OF CINCINNATI MEDICAL CENTER, LLC O.R. 13903 PG. 1043 55,342 S.F (DEED) P.B. \_\_\_\_\_ PG.\_\_\_\_ (CONSOLIDATION) 1.270 ACRES

> > 1.216 ACRES REMAINDER

0.054 ACRES

# PLANNING COMMISSION APPROVAL:

KATHERINE KEOUGH-JURS

PLAT APPROVED BY THE CITY OF CINCINNATI PLANNING COMMISSION ON THE \_\_\_\_\_ DAY

CITY OF CINCINNATI

DIRECTOR, DEPARTMENT OF CITY PLANNING

PLAT APPROVED BY THE CITY OF CINCINNATI DEPARTMENT OF TRANSPORTATION AND ENGINEERING ON THE \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_, 2020.

CITY OF CINCINNATI, CITY ENGINEER

# ACCEPTANCE BY CITY OF CINCINNATI COUNCIL

THE DEDICATION OF THE RIGHT OF WAY TRACT DEPICTED IS ACCEPTED BY THE COUNCIL OF THE CITY OF CINCINNATI, HAMILTON COUNTY, OHIO BY ORDINANCE NO.:\_\_\_

> L=15.63' Δ=89°32'30" -

BEARING=N50°59'50"E

PATRICK A. DUHANEY, CITY MANAGER

APPROVED AS TO FORM:

ASSISTANT CITY SOLICITOR

106-0001-0001 UC HEALTH O.R. 11707 PG 1894 PARCEL 11 14.734 ACRES (DEED)

# COUNTY OF HAMILTON ) THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_, 2020, BY \_\_\_ OF THE UNIVERSITY OF CINCINNATI MEDICAL CENTER, DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_ A.D. NOTARY PUBLIC MY COMMISSION EXPIRES: S84°13′55″E 4.00′ ─

BEARING=S50°59'50"W CHORD=14.09'

OWNER'S CONSENT AND DEDICATION

SHOWN ON THIS PLAT OF DEDICATION, DO HEREBY ADOPT AND CONFIRM

THIS PLAT AND THE DEDICATION TO THE CITY OF CINCINNATI FOR PUBLIC

WE ALSO GUARANTEE THE PAYMENT OF ALL TAXES AND ASSESSMENTS

THAT ARE A LIEN ON SAID PROPERTY ON THE DATE OF ACCEPTANCE.

WE, THE UNDERSIGNED, BEING THE OWNERS OF THE TRACT OF LAND

USE OF 0.054 ACRES RIGHT OF WAY ALONG MARTIN LUTHER KING JR.

DRIVE, BURNET AVENUE AND HARVEY AVENUE.

THE UNIVERSITY OF CINCINNATI MEDICAL CENTER, LLC

RECORD OWNER:

STATE OF OHIO

**0.054 ACRES** SECTION 8, TOWN 3, F.R. 2, BTM CITY OF CINCINNATI

**DEDICATION PLAT** 

5-9-2019 DEDICATION PLAT - JDB 4-16-2019 CITY COMMENTS - MDH

**KLEINGERS** 

CIVIL ENGINEERING | www.kleingers.com

**ARCHITECTURE** 513.779.7851

6219 Centre Park Dr.

West Chester, OH 45069

SURVEYING

LANDSCAPE

HAMILTON COUNTY, OHIO		
PROJECT NO:	180283VRP0	

5-9-2019 1" = 30'

SHEET NAME:

400 MLK BLVD (BMF LOT)

| OF 1

MARTIN LUTHER KING JR. DRIVE

• 5/8" IRON PIN SET ( KLEINGERS)

LEGEND

\_\_\_\_\_ × \_\_\_\_ *FENCE LINE* 

- O IRON PIN (FOUND) (SIZE AS NOTED) PIPE (FOUND) (SIZE AS NOTED)
- ★ CROSS NOTCH (FOUND)

# NOTES:

- SOURCE DOCUMENTS AS NOTED.
- OCCUPATION IN GENERAL FITS SURVEY.
- MONUMENTATION IS IN GOOD CONDITION UNLESS OTHERWISE NOTED. BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE AS DERIVED FROM THE OHIO DEPARTMENT OF TRANSPORTATION'S VIRTUAL REFERENCE STATIONING. (NAD 83)

I HEREBY CERTIFY THAT THIS PLAT IS THE CORRECT RETURN OF FIELD SURVEY MADE UNDER MY DIRECTION, FOR SAID DEDICATION. THE MEASUREMENTS ARE CERTIFIED CORRECT AND THE MONUMENTS WILL BE SET AS INDICATED. CURVE DISTANCE ARE MEASURE ALONG THE ARC.

MATTHEW D. HABEDANK OHIO PROFESSIONAL SURVEYOR NO. 8611



SITUATED IN SECTION 8, TOWN 3, FRACTIONAL RANGE 2, MIAMI PURCHASE, CITY OF CINCINNATI, HAMILTON COUNTY, OHIO AND BEING PART OF A 1.270 ACRE TRACT OF LAND CONVEYED TO UNIVERSITY OF CINCINNATI MEDICAL CENTER, LLC IN O.R. \_\_\_\_\_ PG. \_\_\_\_ AND AS SHOWN ON P.B. \_\_\_\_\_ PG. \_\_\_\_ OF THE HAMILTON COUNTY, OHIO RECORDER'S OFFICE.

202001181

From:

Clare Fazackerlev

Sent:

Saturday, August 15, 2020 3:39 PM

To:

Cranley, Mayor; ClerkOfCouncilEmail

**Subject:** 

[External Email] East Court Street

**External Email Communication** 

Mayor Cranley and Members of Cincinnati City Council:

I just learned of the plan to radically reduce the street parking on E. Court and want to ask you to develop a revised plan to save small business!

I own a small business in Pleasant Ridge and regularly send clients to Scott Knox's law office on East Court. In addition to the fact that he's an outstanding attorney, I can assure my clients that his downtown office is easily accessible via nearby street parking, and that his reasonable fees don't reflect "downtown"/4<sup>th</sup> Street billing rates. Many of these clients are older and have mobility issues and/or aren't comfortable driving into congested parts of downtown. They live and work in Cincinnati's neighborhoods. Having to find garage parking and walk several blocks from their cars will definitely require me to find another attorney for them – presumably out in Blue Ash or another suburb.

There are also several very long-term merchants in the block, including a meat market/deli and two small tailor shops. With the horrendous pressure small businesses are under right now with COVID-19, and the level of business failure – this is absolutely the wrong time to reduce accessibility!

In addition, the street parking on Court has enabled me – and friends in the neighborhood – over the years to use the downtown title office and deputy registrar many times rather than driving out to the 'burbs somewhere. It's frankly insane to have to pay garage parking and walk 5-10 blocks for a 15 minute errand.

Thank you on behalf of the small business community that makes Cincinnati a great place to live & work,

Clare J. Fazackerley CPA CFP®

clare@1taxfinancial.com



5931 Beacraft Ave, Cincinnati, OH 45213 Office 513-794-1829 \* cell: 513-706-0189

Send me a file securely!

Make an appointment

http://ltaxfinancial.com or on Facebook (<u>1TaxFinancial</u>) or follow me on Twitter (<u>@1taxfinancial</u>) Please consider the environment before printing this e-mail

Investment advisory services are offered by Clare Fazackerley CPA, LLC dba 1TaxFinancial, a fee-only state registered Investment Advisor, offering advisory services in the State of Ohio and in other jurisdictions where exempted. Review Form ADV & supplements here.

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# Porter, Kourtney

From:

Raymond T Faller

Sent:

Tuesday, August 25, 2020 2:01 PM

To:

ClerkOfCouncilEmail; Cranley, Mayor

Subject:

[External Email] Pedestrianization of Court Street

**Attachments:** 

202008251332.pdf

**External Email Communication** 

Mayor Cranley and Members of Council:

Attached to this email is my letter in opposition to this project.

# Raymond T. Faller

Hamilton County Public Defender 230 East Ninth Street - Second Floor Cincinnati, OH 45202 Phone 513.946.3880 Fax 513.946.3707 DIGNITY \* JUSTICE \* HOPE



COMMISSION MEMBERS KATHLEEN BRINKMAN, CHAIR JOHN DELANEY WILLIAM R. GALLAGHER STEVEN P. GOODIN VICTOR A. WALTON, JR. LAW OFFICE OF THE HAMILTON COUNTY PUBLIC DEFENDER
WILLIAM HOWARD TAFT LAW CENTER
230 EAST NINTH STREET, SECOND FLOOR
CINCINNATI, OHIO 45202
TELEPHONE 513-946-3700 FAX 513-946-3707
August 25, 2020

PUBLIC DEFENDER RAYMOND T. FALLER

DEPUTY PUBLIC DEFENDER
KATHRYN A. ANCONA

The Honorable John Cranley, Mayor Members of City Council. City of Cincinnati 810 Plum Street Cincinnati, OH 45202

RE: Downtown Cincinnati Urban Pedestrian Task Force

Dear Mayor Cranley and All Members of City Council:

It has come to my attention that there will be a vote by Council's Budget Committee on August 31<sup>st</sup> and by the full council on September 2<sup>nd</sup> concerning the Task Force's recommendation to pedestrianize Court Street between Vine and Walnut Streets.

If my understanding is correct, the south side of Court Street will be closed to vehicle traffic which will, instead, be routed east and west on a reconfigured north side. The south side sidewalk will become enlarged creating a pedestrian way. Parking spaces on the south side will be eliminated. Those on the north side will be reduced in number due to configuration plans.

We are opposed to this proposal. Many of our clients and witnesses scour this area every weekday morning, trying to get to court on time. They are often not familiar with downtown and stress to find street parking in a timely manner.

I'm told that 560 additional parking spaces have become available at the Court and Walnut garage, but I'm also told that a significant number of them are earmarked for tenants in the adjacent building.

Two Divisions (Juvenile and Dependency) of our office are located at 125 East Court Street, between Walnut and Main Streets, across from the County Administration Building. Reduced street parking will make matters more difficult for our clients.

Again, we urge you to vote "NO" on this proposal.

Sincerely,

Raymond T. Faller

# Porter, Kourtney

From:

Law Office of Nancy Jacob < JacobLaw@fuse.net>

Sent:

Monday, August 24, 2020 4:56 PM

To: Subject: Cranley, Mayor; ClerkOfCouncilEmail [External Email] Court Street Parking

**External Email Communication** 

**Dear Mayor Cranley and Council Members:** 

I would like to express my concern and dismay about the potential of reducing parking spaces on Court Street between Vine and Walnut Streets. This is a high traffic area where individuals, small business owners and attorneys park to do business at the County Administration Building, the Workers' Compensation Office, the Auto Title Bureau and of course our Court House. I am an attorney and often frequent these locations as do my clients. Additionally, as an individual I have patronized many of the small business on Court Street. It would be very difficult to stop in for a quick sandwich or food shopping or court business if there was not on street parking. Parking in a garage is often concerning for many of us, certainly those with mobility issues, those who are concerned about safety or even just those unfamiliar with the area. I believe this will hurt access to valuable city and county offices as well as small business in this location.

I strongly urge you not to remove these parking spaces.

Thank you.

Nancy V Jacob Attorney at Law 6565 Harrison Avenue Cincinnati, OH 45247 513/921-1400 513/921-3393 fax

## Porter, Kourtney

From:

Stephen Mazzei <smazzei@yrmlaw.com>

Sent:

Tuesday, August 25, 2020 12:08 PM Cranley, Mayor; ClerkOfCouncilEmail

To: Subject:

[External Email] Court Street Parking

**External Email Communication** 

Dear Mayor Cranley,

I am writing you in opposition of the proposal to eliminate parking along Court Street between Main Street and Vine Street.

Our firm was located in the Kroger Building for 30 years before moving to our current location. The one constant throughout our stay was a consistent shortage of parking for our clients going to the Court House and going to Industrial Commission hearings. On-street parking is key and essential to these citizens as well as for citizens traveling to County offices near the Court House. Many of our clients who attend Industrial Commission hearings have handicaps of some degree making close by, accessible street parking critical to their ability to attend hearings.

I also know that small businesses along Court Street rely upon street parking to accommodate their customers and for deliveries.

While there is a new parking garage in the new Kroger Building, that parking is inconvenient and costly. Also, that garage did not appreciably add to available parking as the number of new spaces, reduced by the spaces from the lot eliminated for the garage, reduced by the spaces dedicated to business and residential tenants of the new building, reduced by the number of spaces being lost by the Court Street renovation, and reserved for those persons shopping at the Kroger store in the building is minimal, if any at all.

More affordable parking, not less, is needed for this location.

Thank you for your consideration.

Sincerely,

Stephen S. Mazzei

Young, Reverman & Mazzei Co., L.P.A.

1243 West 8th Street

**Suite 2000** 

Cincinnati, Ohio 45203-1004

OH Phone: 513-400-0000

KY Phone: 859-400-0000

Fax:

513-721-7116

E-Mail: <a href="mailto:smazzei@yrmlaw.com">smazzei@yrmlaw.com</a>
Web: <a href="mailto:smazzei@yrmlaw.com">www.accidentlaw.com</a>



# David W Ferguson

# Cincinnati, OH

August 25, 2020

To the Members of City Council,

I am alarmed to learn that 3CDC is proposing to remove most of the parking on East Court Street. I have great long-term relationships with several small businesses on the first block E of Court Street and am a client of a small law firm as well.

I depend on access to those firms and to remove more than half of the parking would make it more difficult for any senior citizen to walk a longer distance for these services.

There must be a better way to improve the street without damaging the potential for access. Please tell 3DCD to work out a revised and better plan with these small companies.

Sincerely,

David Ferguson

From:

Jim Huth

Sent: To: Monday, August 24, 2020 2:01 PM Cranley, Mayor; ClerkOfCouncilEmail

Subject:

[External Email] Parking issues on E. Court

**External Email Communication** 

Dear Mayor & City Council,

I recently have been made aware that 3CDC will present a proposal to the City Council to the City of Cincinnati to remove most parking on a block on E. Court Street.

This is a bad idea. as this proposal will hurt small businesses.including a long time neighborhood store, Avril, two small tailor businesses law offices and others. These businesses serve the greater Cincinnati area.

Some of these customers are elderly and have mobility limitations. They rely on storefront shopping. I also personally shop in this area. The main reason I shop there is due to easy access not found in shopping centers.

I understand there may be a better way to improve E Court Street while not removing most of the parking and hurting these small businesses.

Please don't take that parking away.

Thank you,

James E. Huth

Cincinnati, OH .\_\_.

From:

David Meisner <

Sent:

Sunday, August 23, 2020 9:55 AM

To:

Cranley, Mayor; ClerkOfCouncilEmail

Subject:

[External Email] Parking issues on E. Court

**External Email Communication** 

Dear Mayor & City Council,

I recently have been made aware that 3CDC will present a proposal to the City Council to the City of Cincinnati to remove most parking on a block on E. Court Street.

This is a bad idea. as this proposal will hurt small businesses.including a long time neighborhood store, Avril, two small tailor businesses law offices and others. These businesses serve the greater Cincinnati area.

Some of these customers are elderly and have mobility limitations. They rely on storefront shopping. I also personally shop in this area. The main reason I shop there is due to easy access not found in shopping centers.

I understand there may be a better way to improve E Court Street while not removing most of the parking and hurting these small businesses.

Please don't take that parking away.

Thank You,

**David P. Meisner** 



AmeriClaim / Metro Adjusting Service, Inc. 34 West Sixth Street Covington, KY 41011-1408 859-491-6333 / 800-685-4567 Kentucky@AmeriClaim.com Ohio@AmeriClaim.com

From:

Sent:

Friday, August 21, 2020 4:05 PM

To:

ClerkOfCouncilEmail

Cc:

Cranley, Mayor

Subject:

[External Email] Proposed changes to parking along Court Street

#### External Email Communication

Thank you for taking a few minutes to read my views on some plans to reduce parking and change Court Street. My lawyer, Scott Knox, my alterations tailor, butcher, Avril Meats and more small businesses, stand to lose customers and we stand to lose convenient and inexpensive parking.

Some folks, who are elderly or or have mobility issues will be harmed and rely on storefront parking. We would all be at risk parking further away and crossing multiple streets to get to these businesses and more. Currently, I can find a meter to use, park by the curb and conduct my business, without paying more than a couple dollars at the meter. That sure would change!! The proposed plan not only moves the curb from 13' to 45' away, but reduces parking so much that convenient parking will be reduced.

The new plan, which is **not convenient at all**, is to go to the end of the block, turn right on Walnut, go a block to turn right on 9<sup>th</sup>, go another block and turn right on Vine, go two blocks and turn right on Central Parkway, go a block and a half and turn into the parking garage (which may be full- that's also the parking for the Kroger store, 139 condos, the Courthouse, and monthly parkers!), then come out of the parking garage. Many of us fear that people will just find businesses with easier parking and forget about the E. Court Street small, locally owned, businesses, which are still important to Cincinati.

Additionally, this appears to be a clear effort to push drivers into the dreadful and expensive Kroger Garage.

There's a way to improve E. Court Street while not removing most of the easily accessed parking and hurting small businesses who are already reeling from the effects of Coronavirus, but it will take City Council telling 3CDC to develop a better plan. What is the hurry? Why do we, the citizens, have to do the will of 3CDC?

Please reject the current plan that severely guts storefront parking and take the time to develop a revised plan that won't damage long-term small businesses.

Or maybe that is what 3CDC wants. Sadly, I expect it is. Cheryl

Cheryl Eagleson

Cincinnati, Ohio

From:

Anne Niehaus

Sent:

Friday, August 21, 2020 2:36 PM

To:

ClerkOfCouncilEmail

Cc:

Anne Niehaus

**Subject:** 

[External Email] E. Court Street parking

**External Email Communication** 

**Dear City Council Members:** 

I am writing to ask that the current plan for E. Court Street parking changes be rejected.

The parking available on that block makes in-person visits to Attorney Scott Knox viable for me and for clients who I refer to Scott. Reducing the parking spots from 67 to 30 would greatly decrease the reliability of finding parking nearby and would make accessing his office much more difficult.

Please consider ways to improve E. Court Street without removing the best parking for the small businesses on that block. I share Scott's concerns for how this will affect his business and his neighbors.

Sincerely,

**Anne Niehaus** 

------

#### Anne M. Niehaus

Attorney at Law Niehaus Law Office, LLC 5600 Harrison Ave. Cincinnati, OH 45248 T: (513) 251-4900 F: (513) 251-6525

aniehaus@niehauslaw.com

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From:

Marie Zureick <

Sent:

Wednesday, August 19, 2020 11:17 PM

To:

ClerkOfCouncilEmail

Subject:

[External Email] 3CDC plan to gut parking on Court Street

#### **External Email Communication**

I appreciate the many improvements made to downtown Cincinnati by 3CDC but I object to the plan afoot to reduce parking on Court Street. This parking supports merchants and service businesses that have been there for years. Most of the time the parking spaces are filled--indicating a true need. I do not think other parking in the area fills the needs of the customers and business owners of Court Street. Plus, we do not actually need more park space downtown--there is plenty of that nearby to support the downtown population.

Marie Zureick, Cincinnati Resident,

From:

Robert Mitchell <robertmitchell@robertmitchell-law.com>

Sent: To:

Wednesday, August 19, 2020 4:04 PM ClerkOfCouncilEmail; Cranley, Mayor

Subject:

[External Email] 3CDC Redevelopment Plan for East Court Street

External Email Communication

Dear Mr. Mayor and Council.

I understand 3CDC will be presenting a redevelopment plan for East Court Street to Council in September, and that proposal includes the elimination of 30 of the existing 67 parking places between Walnut and Vine. I am writing to express my opposition.

Small businesses on East Court, several with long and storied pasts, are dependent upon close and convenient parking for their survival. And in turn, the unique character of the East Court 'business district' is dependent upon those same small businesses.

I understand this because I spent 25 years practicing law from offices located on East Court. I suspect the denizens of City Hall personally understand this as well. Think about how often you, your staff, and other City personnel visit East Court for lunch, for shopping, and for business. While you may or may not be on foot, you have seen how busy East Court is each and every day, and that parking is almost always at a premium. Now imagine the loss of half of that parking. It would strangle East Court and change its very character - for the worse. That is not in the greater interest of the City. Please retain the parking and the essence of East Court.

#### **Rob Mitchell**

Robert Mitchell Law Office of Robert Mitchell 250 E. 5th Street, 15th Floor Cincinnati, OH 45202 Tel. (513) 562-1553 Cell (513) 476-6330 Fax (513) 766-7426

robertmitchell@robertmitchell-law.com

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As provided in U.S. Treasury regulations, any advice relating to federal taxes that is contained in this communication cannot be used for the purpose of avoiding any penalties that may be imposed under the Internal Revenue Code.

From:

Susan Mitchell

Sent:

Wednesday, August 19, 2020 11:32 AM

To:

ClerkOfCouncilEmail

Subject:

[External Email] Court Street Parking Proposal

**External Email Communication** 

**Dear City Council Members,** 

I am writing to you today as a long time customer of the businesses along Court Street in Cincinnati. The proposal to severely limit the storefront parking along the section of Court Street including such businesses as Avril-Bleh Meats and Deli, Frank Stavale, and Scott E. Knox Attorney at Law. What you are proposing will have DRASTIC consequences for these small businesses which have served the community well for many years. Along with severe ramifications for the disabled.

Please, consider helping our long term Cincinnati small businesses along Court Street instead! Do what's right!

Thank you for your time.

Susan Mitchell

Cincinnati, Ohio

From:

prisci I la wood

Sent:

Monday, August 17, 2020 3:25 PM

To:

ClerkOfCouncilEmail

Subject:

[External Email] Parking on East Court St

# **External Email Communication**

To whom it may concern: It is imperative that the 67 parking places on E. Court be kept as is. We must protect our long-standing small businesses in the area as we re-develop downtown.b

From:

Kate Harrow ·

Sent:

Monday, August 17, 2020 12:11 PM

To:

ClerkOfCouncilEmail; mayor@cincinnati-oh.gov

Subject:

[External Email] Please do not reduce parking on Court St

#### **External Email Communication**

#### Council and Mayor Cranley,

It's come to my attention that 3CDC would like to reduce the parking on Court St and I want to voice my opposition to this as a voting citizen of the city. I regularly visit Kim Dao and Avril Bleh and already have trouble finding parking. To reduce the parking further would prevent me from frequenting these businesses. Please, please, please - think of the small business owner before 3CDC. I know they are all rich and powerful, but you cannot let them turn Cincinnati into whatever they would like. We need and require small businesses.

Best, Kate Harrow



From:

Jennifer G. Anstaett < JGAnstaett@woodlamping.com>

Sent:

Saturday, August 15, 2020 4:02 PM

To:

ClerkOfCouncilEmail

Subject:

[External Email] E. Court Street

#### **External Email Communication**

#### Dear Cincinnati City Council,

In early September, 3CDC will be presenting a proposal to City Council to remove most of the parking from certain blocks on E. Court Street, reducing it from 67 spots to 30 spots. I believe this is a bad idea. The proposed changes will hurt small businesses on this block that have been serving customers for decades, including Avril-Bleh Meats and Deli and two small tailor businesses (Frank Stavale and Kim Dao) as well as several law offices. Please ask 3CDC to come up with a better plan.

Thank you,

Jennifer Griffin Anstaett



Problems solved.

Jennifer Griffin Anstaett

Attorney at Law
OSBA Certified in Elder Law

iganstaett@woodlamping.com

o. (513) 852-6072 f. (513) 419-6472 600 Vine Street, Suite 2500 Cincinnati, OH 45202-2491 woodlamping.com

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Be aware! Online banking fraud is on the rise. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call directly to immediately verify the information prior to sending funds.

From:

Norma Mason <

Sent:

Saturday, August 15, 2020 4:05 PM

To:

ClerkOfCouncilEmail; Cranley, Mayor

**Subject:** 

[External Email] 3CDC proposal to remove/limit parking on E. Court Street

#### **External Email Communication**

I am asking you to reject the proposal to remove or seriously limit parking on E. court street. I am/will be directly affected by this limitation. It means a great deal to me to be independent and resourceful... I need to be able to access parking on E. Court and this proposal will make that access nearly impossible. Please consider those of us who, by the elimination of parking spaces, will no longer have that independence.

From:

John Pater

Sent:

Saturday, August 15, 2020 4:22 PM

To:

ClerkOfCouncilEmail

**Subject:** 

[External Email] E Court Street Parking

#### External Email Communication

I am writing in strong opposition to the 3CDC plan being presented wto City Council to remove most of the parking from my block on E. Court Street, reducing it from 67 spots to 30 spots.

I believe this is a bad idea.

The proposed changes will hurt small businesses on my block that have been serving customers for decades, including Avril-Bleh Meats and Deli, two small tailor businesses (Frank Stavale and Kim Dao) and Scott Knox Law Firm.

Many customers, many of whom are elderly or have mobility limitations, rely on storefront parking and would be at risk parking further away and crossing multiple streets to get to these businesses. The proposed plan not only moves the curb from 13' to 45' away, but reduces parking so much that they likely will not find a spot on the street.

To get to the nearest parking, they'd have to go to the end of the block, turn right on Walnut, go a block to turn right on 9 th

, go another block and turn right on Vine, go two blocks and turn right on Central Parkway, go a block and a half and turn into the parking garage (which may be full- that's also the parking for the Kroger store, 139 condos, the Courthouse, and monthly parkers!), then come out of the parking garage and try to remember how the heck you get to E Court Street from there. That's really inconvenient to pick up some fish at Avirl's or drop off some pants to be hemmed with Frank Stavale? E Court Street businesses will be forgotten. Is that what we want for our small businesses that have served Cincinnati for decades?

<u>I'm sure there's</u> a way to improve E. Court Street while not removing most of the easily accessed parking and hurting small businesses who are already reeling from the effects of Coronavirus. I urge you to work with all the small businesses on E Court Street to developing a better plan.

From:

Michael Chanak Jr

Sent:

Saturday, August 15, 2020 4:25 PM

To:

ClerkOfCouncilEmail

Cc:

Cranley, Mayor

Subject:

[External Email] Against proposal to reduce street parking on E. Court

#### **External Email Communication**

While I don't live in Cincinnati, I am in a nearby suburb. I know the stretch of E Court where a proposal is made to reduce on street parking.

I'm against it, at 70, I find it hard enough to navigate the downtown parking. Let's allow folks to have the ease of street parking near these business locations.

Michael Chanak Jr.

https://www.linkedin.com/in/michaelchanakir/

The P&G story of LGBTQ+ inclusion continues:

P&G - CNN - They Will See You: LGBTQ+ Visibility in Advertising

May 27, 2020 13 mins

https://www.greatbigstory.com/stories/courageous-p-g-they-will-see-you

P&G - CNN - The Words Matters: One Voice Can Make a Difference 4-12-2018 19 mins

https://www.greatbigstory.com/stories/words-matter

P&G - CNN - Out of the Shadows 6-18-2019 25 min

https://www.greatbigstory.com/stories/out-of-the-shadows

From:

Allen Bernard

Sent:

Saturday, August 15, 2020 9:46 PM

To:

ClerkOfCouncilEmail

Subject:

[External Email] East Court Street Renewal

#### External Email Communication

#### **Council Members:**

I am writing in reference to the design of East Court Street and the removal/reduction of parking places. The businesses, Avril-Bleh and the others are businesses that have been there for decades and are dependent upon convenient available parking. They also are patronized by persons who have difficulty walking blocks with parcels and therefore convenient parking becomes a necessary component of their businesses.

With increased parking fees, unclear directions for usage, many small businesses and patrons have been driven away because of parking. The history of past designs of this area including the bunker-fortress brick structure dominating the street median certainly have not contributed to an inviting urban neighborhood. Surely accommodations can be made to retain convenient parking while enhancing the visual impact of this historic area.

i urge you to reject the current removal plan and consider alternative ones that will entice and accommodate renewal of this area.

Allen W. Bernard

Cincinnati, OF

From:

Lynne Lefebvre

Sent:

Saturday, August 15, 2020 10:22 PM

To:

ClerkOfCouncilEmail

Subject:

[External Email] Parking on East Court Street

#### **External Email Communication**

I understand that there are plans underway to reduce parking on E. Court Street. As a client who has to visit Scott Knox's office on Court St., I am very much opposed to this change. I am the caregiver for my husband and daughter who both have Huntington's Disease. Simply put, Huntington's is like blending Alzheimers, ALS and Parkinsons into one. Please take a minute to imagine how incredibly difficult it would be to get my family into his office if parking is not available. Scott's services to my family have been critical in helping me maintain their care. Which is not easy.

Thank you.

Sincerely,

Lynne M. Lefebvre

From:

**Brent SCARLETT** 

Sent:

Sunday, August 16, 2020 9:37 AM

To:

ClerkOfCouncilEmail

**Subject:** 

[External Email] Parking on E. Court Street

#### **External Email Communication**

Dear City Council and City Planning Commission members:

I am a 40 year resident of

and often travel downtown for breakfast, lunch, shopping and to conduct business.

I oppose reducing the parking on East Court Street in front of the law offices of Scott Knox and the other businesses on his block. It is not necessary and it will reduce the ability of elderly and other folks w/ reduced mobility to access the businesses on E. Court Street. I believe reduced parking will negatively impact the businesses on E. Court Street. Please find another alternative to whatever problem you are trying to solve. I do not want the businesses there to fold due to lack of parking.

Thanks and regards.

**Brent R Scarlett** 

From:

ARTSKONNECT ....

Sent:

Sunday, August 16, 2020 10:37 AM

To:

ClerkOfCouncilEmail

Subject:

[External Email] E. Court St. Parking

#### **External Email Communication**

Dear Council members, Please reject the current plan that severely guts storefront parking and develop a revised reject the current plan that severely guts storefront parking and to develop a revised plan that won't damage long-term small businesses on businesses on this street.

M. Kim Mann

From:

Paula M Jackson

Sent: To: Monday, August 17, 2020 9:51 AM ClerkOfCouncilEmail; Cranley, Mayor

Subject:

[External Email] Threat to parking on East Court Street

#### **External Email Communication**

Esteemed Mayor and Council Members,

I've just learned from a small business owner who will be adversely affected, that in early September, 3CDC will be presenting a proposal to City Council to remove most of the parking on the 1-99 block of E. Court Street, reducing it from 67 spots to 30 spots. The proposed changes will hurt small businesses on that block that have been serving customers for decades, including the law office of Scott Knox, Avril-Bleh Meats and Deli, and two small tailor businesses (Frank Stavale and Kim Dao) among others.

Scott Knox learned of this plan because he was the *only* E Court Street business on the task force looking into the proposal. Of course, he pointed out the need to consider the damage to the local small businesses and offered other approaches that would avoid this problem. But whenever he brought up the need for storefront parking, the answer was "That's not the direction we're going."

Is the mandate for 3CDC to undermine our local small businesses downtown?

There's a way to improve E. Court Street while not removing most of the easily accessed parking and hurting small businesses who are already reeling from the effects of Coronavirus.

But it will take City Council telling 3CDC to work with the hardworking, tax-paying long term small business residents of our City to develop a better plan.

I plead with you to step in: keep Cincinnati from sweeping away all of our texture and our community anchors in the name of "development" -- let these true community contributors, the small business owners, have the voice and vote they deserve in life-or-death changes around them.

(The Rev. Dr.) Paula M. Jackson+

Pronouns: she/her

Church of Our Saviour/La Iglesia de Nuestro Salvador, Cincinnati

www.churchofoursaviourcincinnati.org

From:

Lisa Meeks ·

Sent:

Monday, August 17, 2020 10:10 AM

To: Cc: ClerkOfCouncilEmail; Cranley, Mayor scott@scottknox.com; John Castaldi

**Subject:** 

[External Email] elimination of street parking on E Court Street

#### **External Email Communication**

In early September, 3CDC will be presenting a proposal to City Council to remove most of the parking from E. Court Street around Vine, Walnut and Main, reducing it from 67 spots to 30 spots. The proposed changes will hurt small businesses in this area that have been serving customers for decades, including Avril-Bleh Meats and Deli and two small tailor businesses (Frank Stavale and Kim Dao).

This will especially hurt customers, many of whom are elderly or have mobility limitations, who rely on storefront parking and would be at risk parking further away and crossing multiple streets to get to these businesses. To get to the nearest parking, they'd have to go to the end of the block, turn right on Walnut, go a block to turn right on 9th, go another block and turn right on Vine, go two blocks and turn right on Central Parkway, go a block and a half and turn into the parking garage (which may be full- that's also the parking for the Kroger store, 139 condos, the Courthouse, and monthly parkers!), then come out of the parking garage and try to remember how the heck you get to the stores along East Court. Is that what you want contend with to go pick up some fish at Avirl's or drop off some pants to be hemmed with Frank Stavale? Many will just find businesses with easier parking and forget about the E. Court Street businesses.

There's a way to improve E. Court Street while not removing most of the easily accessed parking and hurting small businesses who are already reeling from the effects of Coronavirus, but it will take City Council telling 3CDC to work with the East Court street businesses to develop a better plan.

Please add my voice to those who oppose reducing street parking on East Court street

Lisa T Meeks

Cincinnati, OH CELL:

From:

Michelle Pembaur

Sent:

Monday, August 17, 2020 8:34 AM

To:

ClerkOfCouncilEmail

**Subject:** 

[External Email] E. Court Street Parking Proposal

**External Email Communication** 

Good morning,

In early September, 3CDC will be presenting a proposal to City Council to remove most of the parking from E. Court Street, reducing it from 67 spots to 30 spots. The proposed changes will hurt small businesses on this block that have been serving customers for decades, including Avril-Bleh Meats and Deli and two small tailor businesses (Frank Stavale and Kim Dao).

Their customers, many of whom are elderly or have mobility limitations, rely on storefront parking and would be at risk parking further away and crossing multiple streets to get to these businesses.

To get to the nearest parking, they'd have to go to the end of the block, turn right on Walnut, go a block to turn right on 9<sup>th</sup>, go another block and turn right on Vine, go two blocks and turn right on Central Parkway, go a block and a half and turn into the parking garage (which may be full- that's also the parking for the Kroger store, 139 condos, the Courthouse, and monthly parkers!), then come out of the parking garage and try to navigate to the business. Many will just find businesses with easier parking and forget about the E. Court Street businesses.

There's a way to improve E. Court Street while not removing most of the easily accessed parking and hurting small businesses who are already reeling from the effects of Coronavirus, but it will take City Council telling 3CDC to work with us to develop a better plan.

Please consider changing this proposal or voting it down.

Thank you,

Michelle Pembaur and Michael Pater

Sent from my iPhone

From:

Linda Seiter ·

Sent:

Monday, August 17, 2020 8:30 AM

To:

ClerkOfCouncilEmail

**Subject:** 

[External Email] Court Street

**External Email Communication** 

Dear City Council Members,

I am writing to ask you not to change Court Street into a pedestrian street. First of all, I believe we need inexpensive parking for people going to the courthouse. Most importantly, the parking is essential for those frequenting the businesses on Court Street. As an agency that serves those with disabilities, many of our clients rely on services from attorney Scott Knox. Some of them have serious mobility issues and rely on the easy of access to his building.

Again, please do not make this change to Court Street.

Linda Seiter Executive Director

#### **Linda Seiter**

**Executive Director** 

she/her/hers



p 513.6191486 ·

caracole.org | Lseiter@caracole.org

Positively changing lives in the fight against HIV/AIDS



@wearecaracole

#### Want to help?

Donate or designate us as your charity with:

From:

Norma Davis

Sent:

Sunday, August 16, 2020 8:36 PM

To:

ClerkOfCouncilEmail

Subject:

[External Email] Request that Council Members Reject Plan to Reduce Parking Spots

**Attachments:** 

20190916- Letter to City Council Opposing Parking Reduction.docx

**External Email Communication** 

**Dear Council Members:** 

Please reject the 3CDC plan to reduce the parking spaces on E. Court Street per my attached note.

**Norma Holt Davis** 

From:

Sent:

Thursday, August 27, 2020 3:13 PM

To:

ClerkOfCouncilEmail

**Subject:** 

[External Email] Court Street Renovation Plan

#### External Email Communication

I recently read a news article about the Court Street Renovation Plan. During my 45 years of practicing law in Cincinnati as a criminal and civil trial attorney I was at the courthouse on almost a daily basis. When you frequent the courthouse you learn where to find places to park. For clients who have court appearances, it was generally a nightmare for them to find places to park. When clients were late for their court appearances their reason was almost always that they had trouble finding a place to park. At best, the clients that showed up late annoyed the judge and at worse they had their cases dismissed or a capias was issued for their arrest. The court street renovation plan appears to be a nice step forward for the city but the elimination of 37 parking spaces within close proximity to the courthouse will make matters worse for people who have to make court appearances. Also, I had offices at three separate locations on Court Street so I appreciate the need for parking spaces on Court Street for business owners. Perhaps the planners can come with a solution to preserve those parking spaces. Thank you for your consideration.

#### Frank Osborne

# Porter, Kourtney

From:

Tom Lippert

Sent:

Wednesday, August 26, 2020 9:17 AM

To:

ClerkOfCouncilEmail

**Subject:** 

[External Email] Voting Suppression in Cincinnati?

**Attachments:** 

ACTION NEEDED TO COUNTER VOTER SUPPRESSION.docx

**External Email Communication** 

Dear Vice-Mayor Smitherman -

By way of quick introduction, know that I'm a former Republican, octogenarian, since 2015 frightened NEVER TRUMPER and NO TRUMPER, member of Bellarmine Chapel Parish on the X.U. Campus (where I believe I've seen some of your family), born and raised in Cincinnati but presently a resident of Evendale not eligible to vote in my beloved city. I'm on a mission to do whatever I can to help banish Donald Trump from the White House, and hopefully exile him to Russia or North Korea.

At the moment my overriding fear is that there will be a shortage of in-person voting booths -- whether due to coronavirus restrictions, deliberate machinations, or just plain negligence - that could suppress the vote by creating impossibly long lines especially in our poorest and blackest precincts.

I'm attaching a one-page list of my fears and some thoughts to overcome them, about which I've been losing more sleep than should ever happen to an aged and aging honest person. I'm hoping you'll be able to relieve some of my anxiety, locally if not nationally, by helping a cause that I'm pretty sure is a common one between me and every Democrat on Council. Perhaps you know, and can assure me, that a sufficient number of the right people are already looking into this problem so that the situation we saw in the Milwaukee and Atlanta primaries cannot possibly happen in Cincinnati.

If not, my request is that you alert every Democratic councilperson -- and every similarly concerned civic activist you know of -- by forwarding my attachment so some necessary steps can get underway to avoid a sickening scene in our midst. Thankfully Democrats now also control our County, so I'm sending this appeal to the Democratic County Commissioners as well.

By the way I phoned Mayor Cranley and talked with Jessica a week or so ago in hopes of interesting him in the problem, but have not had a response as yet.

Thank you for listening.

Thomas J. Lippert

Cincinnati, OH

Phone 1

# **ACTION NEEDED TO COUNTER VOTER SUPPRESSION**

ANY ACTION THAT HAS EFFECT OF DISENFRANCHISING A SINGLE ELIGIBLE VOTER VIOLATES CIVIL RIGHTS ACT OF 1965 / INTENT OR MOTIVE IRRELEVANT / FEDERAL FELONY? / A PARTICULARLY HEINOUS CRIME AGAINST DEMOCRACY FOR POTUS? / TREASONOUS? IMPEACHABLE? / NO ONE'S SAYING / PUZZLING.

#### **SOME CONSIDERATIONS:**

POSTAL PROBLEMS ALREADY RECEIVING ATTENTION / BUT NO EFFORT TO REPAIR DISABLED SORTING MACHINES / DEPUTIZE UPS, FEDEX, AMAZON TO HANDLE ELECTION MAIL FOR LAST MINUTE HELP?

MORE IMPORTANT: FOR LITERACY-CHALLENGED VOTERS IN BLUEST PRECINCTS = ADEQUATE NUMBER OF CONVENIENT POLLING PLACES / THEY WILL WANT TO VOTE IN PERSON AT NEARBY NEIGHBORHOOD SITE AS ALWAYS / NATIONWIDE PROBLEM IF VOTERS LACK CONFIDENCE IN MAIL AS POTUS IS FOMENTING / DELIBERATE ATTEMPT TO TAKE AWAY FOCUS ON TOO FEW POLLING PLACES?

OHIO SOS FRANK LAROSE REPORTED FIFTY CUYAHOGA CNTY POLLING PLACES UNAVAILABLE DUE TO COVID-19, E.G. NURSING HOMES & SITES NOT BIG ENOUGH TO ACCOMMODATE SOCIAL DISTANCING.

REPUBLICAN OFFICIALS ALREADY CLAIMING IT'S TOO LATE TO CHANGE VOTING ARRANGEMENTS (PER LAROSE IN REFUSING TO ALLOW MORE THAN ONE ABSENTEE LOCK BOX PER COUNTY).

LOCAL ELECTION BOARDS SHOULD REVEAL <u>NOW</u> NUMBER OF UNAVAILABLE POLLING SITES AND LOCATION OF NEW REPLACEMENTS / NUMBER ADEQUATE FOR MAJOR ELECTION? MANY MORE REQUIRED THAN IN PRIMARIES WHERE LONG LINES WERE ALREADY SEEN.

NETWORK MEDIA: SEND ISSUE ALERTS TO ALL AFFILIATE STATIONS NATIONWIDE / REQUEST INFO ON APPROVED POLLING SITE NUMBERS AND LOCATIONS / QUESTION IF NUMBER SUFFICIENT TO AVOID HUGE BREAKFAST AND DINNERTIME LINES IN POOR PRECINCTS WHERE WORKERS CAN'T LEAVE WORK TO VOTE DURING THE DAY /

WILL EMPLOYERS GIVE HOURLY WORKERS TIME OFF TO VOTE DURING WORKDAY TO ALLEVIATE LINES?

EXPECT MAJOR SHORTAGE OF POLL WORKERS CITED BY WISCONSIN AS REASON FOR ONLY 5 OF 180 MILWAUKEE VOTING SITES OPEN FOR PRIMARY / ESPECIALLY IF MASKS NOT MANDATED (cf. TEACHERS).

ADVOCATE NEED TO ALLOW NEXT-DAY VOTING FOR ANYONE TURNED AWAY AT POLL CLOSINGS / EXTEND HOURS BUT MAYBE NOT AFTER 8:00 PM BECAUSE POLL WORKERS MUST GET SLEEP.

ANTICIPATE REPUBLICAN SCHEMES TO REDUCE AVAILABILITY OF POLLING SITES (e.g. MILWAUKEE & ATLANTA "SUCCESSES") TO ENSURE SHORTAGE OF POLLING SITES TO SUPPRESS VOTE / FBI INVESTIGATE? / OR CONGRESSIONAL HOUSE COMMITTEE? / SPEED ESSENTIAL.

IF NOT POSSIBLE ALERT PUBLIC THERE'S REASON TO SUSPECT MALFEASANCE / STRONG MOTIVATION FOR TRUMP MINIONS TO HEED TRUMP WARNINGS TO PREVENT BIG TURNOUT OR REPUBLICANS LOSE.

MANDATE MASK WEARING IN POLLING PLACES! ESSENTIAL TO PROTECT POLL WORKERS OR THEY MAY BE UNWILLING TO STAY / ALSO: TRUMPIST DISRUPTION TACTICS MAY MOTIVATE OPERATIVES TO ENTER POLLING PLACES W/O MASKS TO CREATE DISTURBANCES / COULD RESULT IN HAVING TO CLOSE SITES.

AT- RISK BLUE POLLING SITES MAY REQUIRE SECURITY! WILL ANY JURISDICTIONS BE READY?

Tom Lippert, Cincinnati (513) 733-1333

# Crawford, Nicole

202001188

From:

Sent:

Saturday, August 15, 2020 11:53 AM

To:

Johnson, Beth; Denham, Rob; Florea, Lindsey; ClerkOfCouncilEmail

Cc:

pendletonneighborhood@googlegroups.com

Subject:

[External Email] Fwd: FW: Re: [PendletonNeighborhood] CMHA Bennett Point

**External Email Communication** 

Tabatha Anderson here.

As these messages of some type of impropriety emerge last minute from dome Pendleton council members and community members with regards to the letter of support I penned on behalf of Myself, Andrew Salzbrun, Anna Weston, Kathleen Driehaus and Marvin Butts regarding the Bennett Point development, please also note the two emails below which were distributed on our list serve. I at no time represented that we were representing any Council position and no motion was presented to vote for a formal position or a letter of opposition to Bennett Point.

Also because so many messaged after the zoom was over on wanting to vote, I asked them to write letters.

Those saying that my letter was an attempt circumvent Council processes or to silence their right to be heard is both baseless and false as evidenced below.

I have never asked anyone to be left out of consideration or being heard on any community issue....and I asked everyone to write a letter to make sure their voice was heard.

I am sending these two emails below so that you are aware that everyone on the PNC was invited to participate and have their voice which was not covered by a "No" vote to a letter of support for CMHA. My asking everyone to submit a letter regarding their position was to make sure you all had a full picture of the temperature of the community where Bennett Point is concerned.

Thank you for your time and have a great weekend.

Tabatha L Anderson
President
Pendleton Neighborhood Council

Cincinnati, OH

From: mgbrecords < mgbrecords@aol.com>

Date: Saturday, August 15, 2020

Subject: FW: Re: [PendletonNeighborhood] CMHA Bennett Point

To: mgbrecords < mgbrecords@aol.com>

# Crawford, Nicole

From:

mgbrecords@aol.com

Sent:

Monday, August 17, 2020 12:06 PM

To:

ClerkOfCouncilEmail; Johnson, Beth; Florea, Lindsey; Denham, Rob; Maynes, Kasandra; Peppers, Alex

Cc:

pendletonneighborhood@googlegroups.com;

**Subject:** 

[External Email] Tabatha Anderson: Bennett Point Letter Rescind/ Letter Resubmit

**External Email Communication** 

Good Morning again city leaders, HCB membersa and Pendleton Community.

Tabatha Anderson here.

I am rescinding my initial letter submitted August 7, 2020 as it may have been deemed (even though I stated I was not writing on the PNC's behalf, that using the terms "President" and "Executive Board" may have muddled the lines and silenced

their voice...which was not the intent of the first letter, especially since all were asked to submit their own letter to make sure their voice was heard.

I apologize to anyone who may have mistaken my letter at the voice of any one other than those I listed that I wrote my August 7th letter on behalf of.

Kindest regards,

Tabatha L. Anderson

# I am submitting the below REVISED statement on behalf of the same group listed in the initial email.

8/17/20

I am writing you again, NOT on behalf of the Pendleton Neighborhood council or "Executive Committee", but on behalf of myself, Anna Weston, Andrew Salzbrun, Kathleen Driehaus and Marvin Butts.

The names I listed are invested in Pendleton beyond business, property and monetary investments.

We are a diverse mix racially and economically of business owner's, stakeholders and residents, with the longest of the group being not just situated in Pendleton but involved in Pendleton for 23 years.

We do not just invest in Pendleton 9-5 during business hours and our investment has not just been buying property or opening businesses...We have invested in the community's people, families, community safety some for more than 2 decades...while taking our hats off to some who have been here even longer.

We want to express our support for the proposed "Affordable" development Bennett Point at 528/600 E. 12th Street, Cincinnati, OH 45202.

We see a strong need for AFFORDABLE housing in Pendleton. In a time when Pendleton is growing business wise...the working class needs housing they can afford and as Pendleton is becoming more and more of a walkable community, we see where this fills the housing void.

Not everyone wanting to live Downtown can afford to own a 300,000-800,000 or a 400,000 Condo/Town home in this beautiful and historic community, but get up go to work everyday and make too much for low income housing and would not want to live

in those units as they are subpar.

To have CMHA/Urban Sites interested in adding to what Model Group did with their Broadway Square project here in Pendleton bringing in affordable housing for folks like me, the young adults working in the OTR/Pendleton restaurants and shops, working at Kroger or the Casino or someone like me is in our opinion a good thing.

While we do have concerns regarding parking, we also believe that CMHA/Urban Sites are committed to and are in good faith actively working on a solution to remedy adding to the parking issue. If the issue of the building complying with the Historic Infill Guidelines, we have faith that CMHA/Urban Sites working closely with the HCB as they have told us they are will be in compliance.

Our council membership voted 11-9 NO on issuing a letter of support as requested by CMHA, but instructions were given for everyone to submit a letter with email addresses provided to have their voice heard no matter what position they choose..

We have choosen to exercise our right to be heard.

There are SOME in our community not understanding that this development is not section 8 (I am qualified to say SOME as 5 different community members verbally stated no more subsidized, low income, section 8 housing), but to those of us who know the housing struggles and have lived it trying to live in Pendleton or OTR and for the gig workers, servers, casino employees etc. we see Bennett Point as an asset to Historic Pendleton.

Should you have any questions, please feel free to reach out via email or by phone at

Thank you for the opportunity to submit our letter of support for Bennett Point. Kindest regards,

Tabatha L Anderson Representing Myself Marvin Butts Andrew Salzbrun, Anna Weston Kathleen Driehaus

# Crawford, Nicole

From:

Lisa Cameron

Sent:

Saturday, August 15, 2020 12:17 PM

To:

#COUNCIL; ClerkOfCouncilEmail

Cc:

**Subject:** 

[External Email] POAH is failing Pendleton

### **External Email Communication**

# Members of Council-

I am writing to respectfully express my disgust at the property mismanagement by POAH in our community, Pendleton. I have been a resident and property owner in Pendleton for nearly 20 years, and have invested both time and financial resources in bettering my community. POAH's properties in our community are a menace. Their terrible property management is taking our community back a decade.

Properties at 537/539 E. 13th are dangerous, a nuisance (at best), and are adversely affecting the quality of life for our entire community. This property is home base for a throng of teens who have been involved in a variety of illegal activity in our community, and has been host to frequent all night street parties, with cars double parked, obscene and loud music, people standing on other residents cars, urination, trash strewn about, etc. Property management has done nothing to enforce tenant leases, nor manage repeated poor/illegal tenant behavior. At a time when we all are seeking sanctuary in our homes from COVID, this is inexcusable.

POAH properties at 519, 521, 523 Dandridge have a host of property maintenance issues that have gone long unaddressed (521 in particular), and have been reported to the building inspector, who also has failed to get response or action from POAH.

Our community is in DIRE need of safe, affordable housing and POAH is failing to provide it. Despite POAH's public message of being a champion for safe, and affordable housing - our community has seen ZERO proof of that claim. Residents and property owners have committed to this community and we have made great strides in cultivating a rich, diverse community. Corporations like POAH need to be held accountable for their properties. Our police cannot possibly be on call to deal with nuisance properties such as theirs. Please help our community in holding them accountable.

I have copied their President and CEO on this message, and request they acknowledge receipt; provide a copy of property management policy and procedures; and their immediate plan to address issues in our community.

Thank you, Lisa Cameron and Geoff Gulley

# Crawford, Nicole

From:

Carol Parobek

Sent:

Sunday, August 16, 2020 4:33 PM

To:

ClerkOfCouncilEmail

Subject:

[External Email] Bennett Point

# **External Email Communication**

I'm in support of affordable housing in Pendle that Bennett Point would provide. I was unable to attend the zoom meeting and vote, but I do want my voice to be heard. Thank you.

**Carol Parobek** 

Resident and member of Pendleton Neighborhood Council

Sent from my Carol's iPhone

Gwen L. McFarlin, Chair Alex M. Triantafilou Caleb A. Faux Charles H. Gerhardt III

Sherry L. Poland, Director Sally J. Krisel, Deputy Director



4700 Smith Road Cincinnati, OH 45212

513 632-7000 Fax 513 579-0988 or 744-9038

VoteHamiltonCountyOhio.gov

August 20, 2020

Brenda Williams Chief Deputy Clerk City of Cincinnati 801 Plum Street, Suite 308 Cincinnati, Ohio 45202

Dear Brenda Williams,

The Hamilton County Board of Elections has completed its signature check of the charter amendment petition regarding the replacement of police with a Public Safety Department. Details are as follows:

Number of valid part-petitions	145
Number of valid signatures on valid part-petitions	3,871
Number of invalid signatures on valid part-petitions	2,934
Number of invalid part-petitions	3
Number of signatures on invalid part-petitions	67
Total number of part-petitions received (valid and invalid)	148
Total number of signatures on part-petitions (valid and invalid)	6,872

The petition must contain at least ten percent of the number of electors who voted in the City of Cincinnati in the November 2019 general election. The number of electors who voted in the City of Cincinnati in November 2019 is 46,796. Ten percent is 4,680.

The petition regarding the replacement of police with a Public Safety Department has 3,871 valid signatures.

d. Paland

Regards,

Sherry L. Poland

Director

Gwen L. McFarlin, Chair Alex M. Triantafilou Caleb A. Faux Charles H. Gerhardt III Sherry L. Poland, Director

Sally J. Krisel, Deputy Director

Board of Elections
HAMILTON COUNTY OHIO

4700 Smith Road Cincinnati, OH 45212

513 632-7000 Fax 513 579-0988 or 744-9038 VoteHamiltonCountyOhio.gov

August 26, 2020 Corrected

Brenda Williams Chief Deputy Clerk City of Cincinnati 801 Plum Street, Suite 308 Cincinnati, Ohio 45202

Dear Brenda Williams,

The Hamilton County Board of Elections has completed its signature check of the charter amendment petition regarding amending and adding Sections to Articles II and IX. Details are as follows:

Number of valid part-petitions	94
Number of valid signatures on valid part-petitions	1558
Number of invalid signatures on valid part-petitions	3606
Number of invalid part-petitions	3
Number of signatures on invalid part-petitions	108
Total number of part-petitions received (valid and invalid)	97
Total number of signatures on part-petitions (valid and invalid)	5164

The petition must contain at least ten percent of the number of electors who voted in the City of Cincinnati in the November 2019 general election. The number of electors who voted in the City of Cincinnati in November 2019 is 46,796. Ten percent is 4,680.

The petition amending and adding Sections to Articles II and IX has 1558 valid signatures.

Regards,

Sherry L. Poland

Director

Gwen L. McFarlin, Chair Alex M. Triantafilou Caleb A. Faux Charles H. Gerhardt III Sherry L. Poland, Director Sally J. Krisel, Deputy Director



4700 Smith Road Cincinnati, OH 45212

513 632-7000 Fax 513 579-0988 or 744-9038 VoteHamiltonCountyOhio.gov

August 24, 2020

Brenda Williams Chief Deputy Clerk City of Cincinnati 801 Plum Street, Suite 308 Cincinnati, Ohio 45202

Dear Brenda Williams,

The Hamilton County Board of Elections has completed its signature check of the charter amendment petition regarding amending and adding Sections to Articles II and IX. Details are as follows:

Number of valid part-petitions	94
Number of valid signatures on valid part-petitions	1558
Number of invalid signatures on valid part-petitions	3606
Number of invalid part-petitions	3
Number of signatures on invalid part-petitions	108
Total number of part-petitions received (valid and invalid)	97
Total number of signatures on part-petitions (valid and invalid)	5164

The petition must contain at least ten percent of the number of electors who voted in the City of Cincinnati in the November 2019 general election. The number of electors who voted in the City of Cincinnati in November 2019 is 46,796. Ten percent is 4,680.

The petition amending and adding Sections to Articles II and IX has xxxx valid signatures.

Regards,

Sherry L. Poland

Director

Client: Indiana + Ohio R.R.

# **Clerk of Council**

801 Plum Street, Room 308 Cincinnati, Ohio 45202 (513) 352-3246

Please	check	ALL	that	apply
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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 MISDEMEANOR OF THE FIRST DEGREE. Other related prohibitions and penalties are contained in Section 112-99 of the Cincinnati Municipal Code.

	A.	GENERAL INFORMATION	N		
ļ	Full Na	me of Legislative Agent	(First) (Middle)	Н	y land (Last)
		Occupation Labbyist			
		Business Address 7100	Drake Road	Suite Number	
		Cincinati	OH	45243	
		City	State	Zip(+4)	
		Telephone Number (5 i 3		4192	
	AGENT	CHANGE OF NAME OR ADD Updated Registration Statemen			
		(If none, check here)			
		Name of Legislative Agent			
		Address	Street	· · · · · · · · · · · · · · · · · · ·	Suite Number
			Guest		
		City	State	Zip(+4)	4.4
7:ZHd0Z,01	SOUR	Telephone Number (	)		
000 1000	Report	ing Period: Statement filed for	period covering (check	one and fill in y	rear).
SK DE COM	CFE	January 1 through June 3			or before July 31)
		July 1 through December		(Report due or	or before Jan. 31)
		~ C July 1- July	11,2020)		

# B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

pursuant to a dispute resolution decision of the OCCI.
YESNO
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?
YESNO
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
Indiana - Ohio RR 21 July, 2020
ORDINANCES AND RESOLUTIONS - List the specific ordinance(s) and resolution(s) on which you actively advocated during this reporting period.
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 V)

"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.

"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 p	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:
	an additional sheet for each public officer, employee, or staff member.)  (If none, check here
AND D THIS S HIS OF	FICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT ALL REASONABLE EFFORTS UE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARATION AND COMPLETION OF STATEMENT AND THAT THE CONTENTS ARE TRUE AND ACCURATE TO THE BEST OF R HER KNOWLEDGE.  IGNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED DUAL.
	rint Name of Legislative Agent Signature of Legislative Agent Date

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"Flagmoial Transportion" See definition in Section 112-1-F, Cincinnati Municipal Code.

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a finar Code, the Di- such p	Legislative Agent, or a member of his or her inmediate family had, during this reporting period, roled transaction* (which is not being disputed under Section 112-18, Cincinhati Municipal with or for the benefit of a member of the Council, appointed of the Council, City Nianager, each of a department created under the Administrative Code, or any member of the staff of sublic officer or employes, then the following information is required with respect to each such at transaction:
. <b>\$</b>	Name of the public officer, employee, or staff member:
.cf	Brief description of the purpose and nature of the transaction:
c,	Date the transaction was made or entered into:
.b	Other perlinant details:
lostiA.)	r an additional sheet for each public officer, employee, or stoff member.) (If none, oneck here)
	NOTE: If the Legislative Agent is required to disclose a financial transaction described in this Paragraph F, then the Legislative Agent shall deliver a copy of such paragraph which contains such information to the public officer(s) of employee(s) identified therein, at least ten (10) days before this form is filed with the Clerk of Councit.
	If the foregoing provision is applicable, indicate the date that such information was delivered:
and I This	FIGATION: THE UNDERSIGNED HEREBY CENTIFIES THAT ALL REASONABLE EFFORTS SUE DISIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARATION AND COMPLETION O STATEMENT AND THAT THE CONTENTS ARE TRUE AND ACCURATE TO THE BEST OF R HER KNOWLEDGE.
	ROMATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED DUAL.

DAUGPTON:		
a nad angle gillipan i na hito, n a gill dur 10 di Smithigung, min den na sigili delitir de ribet Sgillipania d 10 a	A	
Type of Erim Name of Legiclative Agent	Signature of Egglistive Agent	Date

202001222

# **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

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 INFORMAT	ION		
Full	Name of Legislative Agent	Marilyn	(Middle)	Hyland
	Occupation Lobbyis	()	(missis)	(marry
	Business Address 7100	Drake	Razd Suite Number	
	Circinati.	OH	452	43
	City	State	Zip(+4)	
	Telephone Number (	3 ) 2	84-4192	
AGE	NT CHANGE OF NAME OR AD Updated Registration Statement			
	(If none, check here	٦		
	Name of Legislative Agent			
	Address			
		Street		Suite Number
S:SH40Z'ƏURO	City	State	Zip(+4)	
	Telephone Number (	)		
ONNOO LO XXED	rting Period: Statement filed fo	r period covering	(check one and file	ll in year).
	January 1 through June 3July 1 through DecemberJuly 1 — July 2	r 31, 199_		ue on or before July 31) ue on or before Jan. 31)

# 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.

pursuant to a dispute resolution decision of the OCCI.
YESNO
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  Indiana + Ohio RR  Date of Termination 21. July, 2020
ORDINANCES AND RESOLUTIONS - List the specific ordinance(s) and resolution(s) on which you actively advocated during this reporting period.
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/_)

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### D. FINANCIAL TRANSACTIONS

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	ublic officer or employee, then the following information is required with respect to each such all transaction:
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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 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:
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ALL SI	GNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED
Mar	int Name of Legislative Agent  Signature of Legislative Agent  Date  Date

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linancii	ial transaction:			
.63	Name of the public of	icer, employee, or staff member:	antonia ( ) en Maria ( a seria) sua realiza da producción personalización un appendigación da completar o a s	tan alife di selezione annuero
.d	Brief description of the	s purpose and nature of the transac		Marked Spatians, sales pro-
c.	Date the transaction v	vas made or entered into:		
.l	Other pertinent details	15 man		Manage and a second control
(Attach	h an additional sheet for	each public officer, employee, $\omega$ s	di mamber.)	180 - 1
	(If none, check here_	Constitution and demonstrated		
	Paragraph F, then the such information to the	ve Agent ils required to disclose a f Legislative Agent shall <u>deliver a sc</u> e public officer(s) of employee(s) id <u>d</u> with the Clerk of Council.	<u>v of such paragraph</u> which co	contains
	If the foregoing provis	ion is applicable, indicate the date t	at such information was celly	:banavi
AND D THIS S HIS OF ALL SI INDIVI	DUE DILIGENCE HAVE STATEMENT AND THA R HER KNOWLEDGE NCHATURES MUST BI IDUAL.	ERSIGNED HERBEY CERTIFIES T BREAL UNDERTAKEN IN THE PR VETHE CONTENTS ARE TRUE AL CRIGINAL AND SIGNED PERSO	PARATION AND COMPLET CACCURATE TO THE BES VALLY BY THE MARKED	TION OF
		Signature of Logislative Agent	eleC	atrak addition .

# Cincinnati NKY International Airport

# **Clerk of Council**

801 Plum Street, Room 308 Cincinnati, Ohio 45202 (513) 352-3246

Termination(s) of Engagement
Change of Address
Amended Statement

# LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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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			
١.		Ob.		
1 IIL	Name of Legislative Agent <u>Megl</u>	nan Gly	Middle)	(Last)
	Occupation Calfee Strategic Solution	ns, LLC,	Principal Communic	ations and Public Relation
	Business Address 255 East Fifth	Street, Su	uite 2800 Suite Number	
	Cincinnati, OH 45202			
	City State	3	Zip(+4)	
	Telephone Number (513	)	693-4880	
	Updated Registration Statement, st  (If none, check hereX)  Name of Legislative Agent			
	Addressstm	<u></u>		
	Address	3t		Suite Number
	AddressStree		Zip(+4)	
	Stree		Zip(+4)	
po	City State	)	· ·	Suite Number

# AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION В. 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 X 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? X 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.) **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.

**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 X)

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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. d.	Date the transaction was made or entered into:  Other pertinent details:
(Attach	an additional sheet for each public officer, employee, or staff member.)
	(If none, check here X
	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:
AND DI	FICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT ALL REASONABLE EFFORTS UP DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARATION AND COMPLETION OF TATEMENT AND THAT THE CONTENTS ARE TRUE AND ACCURATE TO THE BEST OF HER KNOWLEDGE.
INDIVID Meg	GNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED  OUAL.  han Glynn  nt Name of Legislative Agent  Signature of Legislative Agent

# **Clerk of Council**

801 Plum Street, Room 308 Cincinnati, Ohio 45202 (513) 352-3246

Please check ALL that apply
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Termination(s) of Engagement
Change of Address
 Amended Statement

# LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

76.16.20Px1.2:45

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	ATION		
	N	Meghan (	Nynn	
un	Name of Legislative Agent	(First)	(Middle)	(Last)
	Occupation Principa	l, Communica	tions and Public Affairs	3
	Business Address 255	East Fifth Str	eet, Suite 2800	
	Cincinnati, OH 4520	12	Saite Namber	
	City	State	Zip(+4)	
	Telephone Number (5	513 <sub>)</sub>	693.4880	
	(If none, check hereX	)		
	Name of Legislative Agen			
		t		
	Name of Legislative Agen	t		Suite Number
		t	Zip(+4)	Suite Number
	Address	Street State	Zip(+4)	Suite Number
epo	Address	Street State		
epo	Address  City  Telephone Number (	Street State) d for period cove	ering ( <b>check one and fill i</b> l	

# B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

	esolution decision of the OCCI.	
YES	X_NO	
If yes, you are r	required to complete only the portion(s) you have	e amended.
TERMINATIONS - Are	you still engaged by all of the employers listed o	on page 1 of this form?
X_YES	NO	
If no, please list termination.	the name of the Employers by whom you are no (Attach additional sheets if necessary.)	o longer engaged and the date of
Employer Nem	e	Date of Termination
Employer Nam		
Employer Nam		
Employer Nam		
	ESOLUTIONS - List the specific ordinance(s) an eporting period.	d resolution(s) on which you actively
ORDINANCES AND RE		d resolution(s) on which you actively
ORDINANCES AND RE advocated during this re  ADDITIONAL TYPES OR		on Statement or last Updated

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	cial transaction:
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C.	Date the transaction was made or entered into:
d.	Other pertinent details:
(Attac	ch an additional sheet for each public officer, employee, or staff member.)
	(If none, check hereX)
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AND THIS	<u>FIFICATION:</u> THE UNDERSIGNED HEREBY CERTIFIES THAT ALL REASONABLE EFFORTS DUE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARATION AND COMPLETION OF STATEMENT AND THAT THE CONTENTS ARE TRUE AND ACCURATE TO THE BEST OF DR HER KNOWLEDGE.
INDIV Meg	SIGNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED VIDUAL.  Print Name of Legislative Agent  Signature of Legislative Agent  Date

HDR, Inc.

# **Clerk of Council**

801 Plum Street, Room 308 Cincinnati, Ohio 45202 (513) 352-3246

Please	check	ALL	that	apply
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\_\_\_ Termination(s) of Engagement \_\_\_ Change of Address \_\_\_ Amended Statement

# LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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•	GENERAL INF	ORMATION		
ull Na	ame of Legislative	Agent Charles J. (First)	Luken (Middle)	(Last)
	Occupation Atto	orney / Lobbyist		
	Business Address_		Griswold LLP, 255 Eas Suite Number	t Fifth Street, Suite 280
	Cincinnati, OH	45202-4728 State	Zip(+4)	
	Telephone Numbe	er ( <u>513</u> )	693-4880	
3EN			lased on your initial Regi ny changes in your name	stration Statement or last e or address.
	(If none, check her	re <u>X</u> )		
	Name of Legislativ	ve Agent		
		_		
	Address	Street		Suite Number
	Address	Street State	Zip(+4)	
		State		
∍por	City Telephone Numbe	State PF ()		Suite Number

# AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION B. 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 X 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? X\_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.) **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. 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 X\_)

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d.	Other pertinent details:	
(Attach	an additional sheet for each public officer, employee, or staff me	ember.)
	(If none, check here X_)	
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	If the foregoing provision is applicable, indicate the date that such	ch information was delivered:
AND D	FICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT AS UE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPAR TATEMENT AND THAT THE CONTENTS ARE TRUE AND ACT HER KNOWLEDGE.	ATION AND COMPLETION OF
INDIVII Cha	rles J. Luken	7-31-2020 Date
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

# LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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۹.	GENERAL INFORMA	ATION		
ull I	Name of Legislative Agent_	Charles J. L	uken	<u> </u>
		(First)	(Middle)	(Last)
	Occupation Attorney / L	_obbyist		
	Business Address Calfe	ee, Halter & G	riswold LLP, 255 Ea Suite Nun	ast Fifth Street, Suite 280
	Cincinnati, OH 45202-	4728		
	City	State	Zip(+4)	
	Telephone Number (5	<u>13</u> ) _	693-4880	
	Updated Registration Stat	·	• •	
	(If none, check here X			
	Name of Legislative Agen			
	·			Suite Number
	Name of Legislative Agen	t	Zip(+4)	
	Name of Legislative Agen	tStreet		Suite Number
\epc	Name of Legislative Agen Address	Street State	Zip(+4)	Suite Number

# 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 X\_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? \_X\_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.) **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. 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 X\_)

AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

В.

"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.

"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:

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 mer	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 su</u> such information to the public officer(s) of employee(s) identified <u>before this form is filed</u> with the Clerk of Council.	ich paragraph which contains
	If the foregoing provision is applicable, indicate the date that sucl	n information was delivered:
AND DI	FICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT AL JE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARA FATEMENT AND THAT THE CONTENTS ARE TRUE AND ACC HER KNOWLEDGE.	TION AND COMPLETION OF
INDIVID	les J. Luken	7 - 31 - 2020

# **\$25.00 FILING FEE**

# **Clerk of Council**

801 Plum Street, Room 308 Cincinnati, Ohio 45202 (513) 352-3246

# 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.

١.	LEGISLATIVE AGENT INFORMATION	
	Full Name Colleer Reynolds	
	Full Name Collect Reynolds  Occupation Government Affairs  Title/Position Director	
	Title/Position	
	Business Address 255 East Fifth Street	1900
	City Street CH Suite Number 45202	
	Telephone Number () 832 - 5449	<del></del>
	Date of Engagement as Legislative Agent	
	EMPLOYER INFORMATION	
	EMPLOYER INFORMATION  Full name of company or organization PLK Corper, LLC	
	OIX CARRELLC	CLER <u>K O</u> F CO
	Full name of company or organization PLK Corper LLC  Type of Industry RCOL Estate  Business Address 5905 E. Goldraith Road	<u>CLERKO</u> F CO <b>Y100</b>
	Type of Industry RCOL Estate	

D. CATEGORICAL LISTING OF PRINCIPAL BUSINESS OR ACTIVITY OF EMPLOYER. PLEASE CHECK ALL THAT ARE APPLICABLE.

Agriculture	Environment	Real Estate/Housing
Alcohol/Tobacco	Financial Institutions/Consumer Finance	Retail and Commercial
Arls/Entertainment	Medical/Hospitals/Health Care	Service Business
Communications/Media	Insurance	Social Svs./Human Svs.
Contractors/Construction	Labor/Labor Organizations	Science and Technology
County/Local Government	Legal	State Employees
Education	Manufacturer	State Government
Energy/Utilities	Public Interest	Transportation
CERTIFICATION: THE UNDERSIGNED DILIGENCE HAVE BEEN UNDERTAKEN IN THAT THE CONTENTS ARE TRUE AND A ALL SIGNATURES MUST BE ORIGINAL A Type or Print Name of Legislative Agent  Signature of Legislative Agent	CCURATE TO THE BEST OF HIS OR HE	N OF THIS STATEMENT AND R KNOWLEDGE.
Type or Print Name of Persons Signing for Employer  BY:  Signature for Employer	-2/-/	
1/1.	7/34/2030	

# **Clerk of Council**

**\$25.00 FILING FEE** 

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LEG	SISLATIVE AGENT INFORMATION
Full I	Name
Occi	upation GOVERNMENT AFFAIRS
Title/	Position Director
Busir	ness Address 255 East fifth street 1900
•	Chymafi Off 45202
City	State Zip(+4)
Tele	phone Number ( <u>513</u> ) <u>832 - 5342</u>
Date	of Engagement as Legislative Agent 7/30/20
	PLOYER INFORMATION
EMI	PLOYER INFORMATION
<b>EMI</b> Full i	PLOYER INFORMATION
<b>EMI</b> Full I	PLOYER INFORMATION  name of company or organization PLK GOPER, LLC CLERKS  of Industry Real Estate  ness Address 5905 E. Galbraith Road 4100
EMI Full I	PLOYER INFORMATION  name of company or organization PLK Coper, LLC CLERG  of Industry Real Estate  ness Address 5905 E. Galbraith Road 4100  Street Street
EMI Full I	PLOYER INFORMATION  name of company or organization PLK GOPER, LLC CLERKS  of Industry Real Estate  ness Address 5905 E. Galbraith Road 4100
EMI Full i Type Busii	PLOYER INFORMATION  name of company or organization PLK CopeR, LLC CLERKS  e of Industry Real Estate  ness Address 5905 E. Galbraith Road 4100  Street Suite Number  45236  State Zip(+4)
EMF Full I Type Busin (City	PLOYER INFORMATION  name of company or organization PLK Cooper, LLC CLERKS  e of Industry Real Estate  ness Address 5905 E. Galbraith Road 4100  Street Suite Number  45236  State Zip(+4)
EMF Full I Type Busin (City	PLOYER INFORMATION  name of company or organization PLK COPER, LLC CLERKS  e of Industry Real Estate  ness Address 5905 E. Golbraith Road 9100  Street Suite Number  1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

# D. CATEGORICAL LISTING OF PRINCIPAL BUSINESS OR ACTIVITY OF EMPLOYER. PLEASE CHECK ALL THAT ARE APPLICABLE.

Agriculture	Environment	Real Estate/Housing
Alcohol/Tobacco	Financial Institutions/Consumer Finance	Retail and Commercial
Arts/Entertainment	Medical/Hospitals/Health Care	Service Business
Communications/Media	Insurance	Social Svs./Human Svs.
Contractors/Construction	Labor/Labor Organizations	Science and Technology
County/Local Government	Legal	State Employees
Education	Manufacturer	State Government
Energy/Utilities	Public Interest	Transportation
DILIGENCE HAVE BEEN UNDERTAKEN THAT THE CONTENTS ARE TRUE AN	ED HEREBY CERTIFY THAT ALL REASON I IN THE PREPARATION AND COMPLETION ID ACCURATE TO THE BEST OF HIS OR HEI	I OF THIS STATEMENT AND R KNOWLEDGE.
DILIGENCE HAVE BEEN UNDERTAKEN THAT THE CONTENTS ARE TRUE AN ALL SIGNATURES MUST BE ORIGINA	I IN THE PREPARATION AND COMPLETION	I OF THIS STATEMENT AND R KNOWLEDGE.
DILIGENCE HAVE BEEN UNDERTAKEN THAT THE CONTENTS ARE TRUE AN	I IN THE PREPARATION AND COMPLETION ID ACCURATE TO THE BEST OF HIS OR HEI	I OF THIS STATEMENT AND R KNOWLEDGE.
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DILIGENCE HAVE BEEN UNDERTAKEN THAT THE CONTENTS ARE TRUE AN ALL SIGNATURES MUST BE ORIGINA  Type or Print Name of Logislative Agent	I IN THE PREPARATION AND COMPLETION ID ACCURATE TO THE BEST OF HIS OR HEI	I OF THIS STATEMENT AND R KNOWLEDGE.
DILIGENCE HAVE BEEN UNDERTAKEN THAT THE CONTENTS ARE TRUE AN ALL SIGNATURES MUST BE ORIGINA  Type or Print Name of Logislative Agent  Signature of Logislative Agent  Aichole 5 Ling 211 fe/fe	I IN THE PREPARATION AND COMPLETION ID ACCURATE TO THE BEST OF HIS OR HEI	I OF THIS STATEMENT AND R KNOWLEDGE.

# **\$25.00 FILING FEE**

# **Clerk of Council**

801 Plum Street, Room 308 Cincinnati, Ohio 45202 (513) 352-3246

# LEGISLATIVE AGENT/EMPLOYER INITIAL REGISTRATION STATEMENT

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A.	LEGISLATIVE AGENT INFORMATION
1.	Full Name Davis
2.	Occupation Government Affairs  Title/Position President
3.	Title/Position_ PRESIDENT
4.	Business Address 255 East Fifth Street 1900 Street Suite Number
	yrumny of 45202
	City State Zip(+4)
5.	Telephone Number (
6.	Date of Engagement as Legislative Agent
В.	EMPLOYER INFORMATION
1.	Full name of company or organization PLK worek, LLC
<ol> <li>2.</li> </ol>	Type of Industry Real Estate
	Type of Industry Real Estate  Business Address 5905 E. Galbraith Road 4100
2.	Type of Industry Real Estate  Business Address 5905 E. Gallfaith Road 4100  Street Suite Number
2.	Type of Industry Real Estate  Business Address 5905 E. Galbraith Road 4100  Street Suite Number  45236
2.	Type of Industry Real Estate  Business Address 5905 E. Galbraith Road 4100  Street Suite Number  45236
2.	Type of Industry Real Estate  Business Address 5905 E. Gallfraith Road 4100  Street Suite Number  GRAND State  City State  CLERK OF COUNCIL
2.	Type of Industry Real Estate  Business Address 5905 E. Gallfraith Road 4100  Street Suite Number  45236  City State 2ip(+4) CLERK OF COUNCIL  BRIEF DESCRIPTION OF THE TYPE OF LEGISLATION TO WHICH LEGISLATIVE AGENT'S ENGAGEMENT RELATES.
2.	Type of Industry Real Estate  Business Address 5905 E. Gallfraith Road 4100  Street Suite Number  GRAND State  City State  CLERK OF COUNCIL
2.	Type of Industry Real Estate  Business Address 5905 E. Gallfraith Road 4100  Street Suite Number  45236  City State 2ip(+4) CLERK OF COUNCIL  BRIEF DESCRIPTION OF THE TYPE OF LEGISLATION TO WHICH LEGISLATIVE AGENT'S ENGAGEMENT RELATES.

D.	EMPLOYER. PLEASE	CHECK ALL THAT ARE APPLICA	BLE.
	Agriculture	Environment	Real Estate/Housing
	Alcohol/Tobacco	Financial Institutions/Consumer Finance	Retail and Commercial
	Arts/Entertainment	Medical/Hospitals/Health Care	Service Business
	Communications/Media	Insurance	Social Svs./Human Svs.
	Contractors/Construction	Labor/Labor Organizations	Science and Technology
	County/Local Government	Legal	State Employees
	Education	Manufacturer	State Government
	Energy/Utilities	Public Interest	Transportation
DILIG THAT	ENCE HAVE BEEN UNDERTAKEN THE CONTENTS ARE TRUE AND	ED HEREBY CERTIFY THAT ALL REASON IN THE PREPARATION AND COMPLETION D ACCURATE TO THE BEST OF HIS OR HER	OF THIS STATEMENT AND R KNOWLEDGE.
DILIG THAT	ENCE HAVE BEEN UNDERTAKEN THE CONTENTS ARE TRUE AND SIGNATURES MUST BE ORIGINA	IN THE PREPARATION AND COMPLETION	OF THIS STATEMENT AND REPORT OF THE REPORT O
DILIG THAT ALL S	ENCE HAVE BEEN UNDERTAKEN THE CONTENTS ARE TRUE AND	IN THE PREPARATION AND COMPLETION D ACCURATE TO THE BEST OF HIS OR HER	OF THIS STATEMENT AND REPORT OF THE REPORT O
DILIG THAT ALL S	ENCE HAVE BEEN UNDERTAKEN THE CONTENTS ARE TRUE AND SIGNATURES MUST BE ORIGINA  Print Name of Legislative Agent  Signature of Legislative Agent  A O 14 5 Ling 2 11 fe/fe	IN THE PREPARATION AND COMPLETION D ACCURATE TO THE BEST OF HIS OR HER	OF THIS STATEMENT AND REPORT OF THE REPORT O
DILIG THAT ALL S	ENCE HAVE BEEN UNDERTAKEN THE CONTENTS ARE TRUE AND SIGNATURES MUST BE ORIGINA  White Down S  Print Namo of Legislative Agent	IN THE PREPARATION AND COMPLETION D ACCURATE TO THE BEST OF HIS OR HER	OF THIS STATEMENT AND REPORT OF THE REPORT O

# **Clerk of Council**

801 Plum Street, Room 308 Cincinnati, Ohio 45202 (513) 352-3246

# LEGISLATIVE AGENT/EMPLOYER INITIAL REGISTRATION STATEMENT

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LEGISL	ATIVE AGENT INFORMATION	
Full Name	<sub>e</sub> Robert Kellman	
Occupation	on Government Relations	
Title/Posi	tion Global Head of Policy	
Business	Address 111 North Canal Street, Suite	9
	o, IL, 60606-7218	Suite Number
City	State	Zip(+4)
Telephon	e Number ( (415 842-3509	
Date of E	ingagement as Legislative Agent 06/16/20	)20
	ingagement as Legislative Agent 06/16/20	020
EMPLO	YER INFORMATION	<u> </u>
EMPLO		ologies, Inc. and Affiliates
EMPLO Full name Type of In	OYER INFORMATION  e of company or organization Uber Techn  ndustry Transportation Network Comp	ologies, Inc. and Affiliates
EMPLO Full name Type of In	OYER INFORMATION  e of company or organization Uber Techn	ologies, Inc. and Affiliates
EMPLO Full name Type of In Business Chicago	e of company or organization Uber Technology Industry Transportation Network Comp Address 111 North Canal Street, Suite Street  O, IL, 60606-7218	ologies, Inc. and Affiliates any e 9 Suito Number
EMPLO Full name Type of li Business	e of company or organization Uber Technology Industry Transportation Network Comp Address 111 North Canal Street, Suite	ologies, Inc. and Affiliates any e 9
EMPLO Full name Type of In Business Chicago	e of company or organization Uber Technology Industry Transportation Network Comp Address 111 North Canal Street, Suite Street  O, IL, 60606-7218	ologies, Inc. and Affiliates any e 9 Suito Number
EMPLO Full name Type of In Business Chicago Cay BRIEF I	e of company or organization Uber Technology Industry Transportation Network Comp Address 111 North Canal Street, Suite Street  O, IL, 60606-7218	ologies, Inc. and Affiliates any 9 Suite Number Zip(+4)

# CATEGORICAL LISTING OF PRINCIPAL BUSINESS OR ACTIVITY OF D. EMPLOYER. PLEASE CHECK ALL THAT ARE APPLICABLE. Agriculture Environment Real Estate/Housing Alcohol/Tobacco Financial Institutions/Consumer Finance Retail and Commercial Arts/Entertainment Medical/Hospitals/Health Care Service Business Communications/Media Insurance Social Sys./Human Sys. Contractors/Construction Labor/Labor Organizations Science and Technology County/Local Government Legal State Employees Education \_Manufacturer State Government **Public Interest** \_Energy/Utilities Transportation CERTIFICATION: THE UNDERSIGNED HEREBY CERTIFY 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 SIGNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED INDIVIDUAL. Type or Print Name of Legislative Agent

June 23, 2020

Signature of Legislative Agent

Director, Policy & Communications

Type or Print Name of Persons Signing for Employer

### **\$25.00 FILING FEE**

### **Clerk of Council**

801 Plum Street, Room 308 Cincinnati, Ohio 45202 (513) 352-3246

### LEGISLATIVE AGENT/EMPLOYER INITIAL REGISTRATION STATEMENT

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A.	LEGISLATIVE AGENT INFORMATION
1.	Full Name_ (NUEN REYNOLDS
2.	Occupation Covernment Affairs
3.	Title/Position
4.	Business Address 255 East Fifth Street 1900
	City State Suite Number  Y5702  Zip(+4)
5.	Telephone Number ( 513 ) 932 - 5449
6.	Date of Engagement as Legislative Agent
В.	EMPLOYER INFORMATION
1.	Full name of company or organization Roseway's Babies CO.
2.	Type of Industry NoN (ROFT)  CLERK DE COUNCE
3.	Business Address 4439 Realing Road 107
	animati of Suile Number 45229
	City State Zip(+4)
C.	BRIEF DESCRIPTION OF THE TYPE OF LEGISLATION TO WHICH 6900'20PK1.2125
	LEGISLATIVE AGENT'S ENGAGEMENT RELATES.
	Real Estate funding,
	relationship Builledg
	<i>U</i>

# D. CATEGORICAL LISTING OF PRINCIPAL BUSINESS OR ACTIVITY OF EMPLOYER. PLEASE CHECK ALL THAT ARE APPLICABLE.

Agriculture	Environment	Real Estate/Housing
Alcohol/Tobacco	Financial Institutions/Consumer Finance	Retail and Commercial
Arts/Entertainment	Medical/Hospitals/Health Care	Service Business
Communications/Media	Insurance	Social Svs./Human Svs.
Contractors/Construction	Labor/Labor Organizations	Science and Technology
County/Local Government	Legal	State Employees
Education	Manufacturer	State Government
Energy/Utilities	Public Interest	Transportation
THAT THE CONTENTS ARE TRUE AND A  ALL SIGNATURES MUST BE ORIGINAL  COULD M. Peyr  Type or Print Name of Logislative Agent  Signature of Legislative Agent	ACCURATE TO THE BEST OF HIS OR HEI AND SIGNED PERSONALLY BY THE NAME  WHICH OUT Only Only	R KNOWLEDGE.
Type or Print Name of Persons Signing for Employer  1301  BY:  Signature for Employer	- Kengy	
CEO	7/31/2020	
Title	Date	<del></del>

### \$25.00 FILING FEE

Clerk of Council
801 Plum Street, Room 308
Cincinnati, Ohio 45202
(513) 352-3246

### LEGISLATIVE AGENT/EMPLOYER INITIAL REGISTRATION STATEMENT

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LEGISLATIVE AGENT INFORMATION
Full Name May Davis
Occupation Government Affairs  Title/Position (resident
Title/Position (Resident
Business Address 255 East Fifth Street 1900
animati Of 45202
City State Zip(+4)
Telephone Number (513)
Date of Engagement as Legislative Agent
EMPLOYER INFORMATION
Full name of company or organization Rosemany's Babies CO.  CLERKU
Type of Industry Nan Profit
Business Address 4439 Feating Road 107
Street Suite Number  Circinati 44 45229
City State Zip(+4)

# D. CATEGORICAL LISTING OF PRINCIPAL BUSINESS OR ACTIVITY OF EMPLOYER. PLEASE CHECK ALL THAT ARE APPLICABLE.

	Agriculture	Environment	Real Estate/Housing
	Alcohol/Tobacco	Financial Institutions/Consumer Finance	Retail and Commercial
	Arts/Entertainment	Medical/Hospitals/Health Care	Service Business
	Communications/Media	Insurance	Social Svs./Human Svs.
	Contractors/Construction	Labor/Labor Organizations	Science and Technology
	County/Local Government	Legal	State Employees
	Education	Manufacturer	State Government
	Energy/Utilities	Public Interest	Transportation
	GNATURES MUST BE ORIGINAL  Mar Door  Int Name of Logislative Agent	AND SIGNED PERSONALLY BY THE NAM	TED INDIVIDUAL.
	Signature of Lesislative Agent	8-4-20 Date	
Type or Pri		esBy-nenzy	
BY:	Signature for Employer		
	CEO	7/31/2020	

### **Clerk of Council**

A.

1.

**\$25.00 FILING FEE** 

801 Plum Street, Room 308 Cincinnati, Ohio 45202 (513) 352-3246

Full Name

Occupation

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**LEGISLATIVE AGENT INFORMATION** 

2.	Occupation Government MTM/S	
3.	Title/Position Director	
4.	Business Address 255 East fifth  GM Suze No.	
	City State Zip(*4)	
5.	Telephone Number ( 513 ) 832 - 534	
6.	Date of Engagement as Legislative Agent	
В.	EMPLOYER INFORMATION	•
1.	Full name of company or organization PRAYUNFW	Foundation
2.	Type of Industry NON (ROFIT U	
3.	Business Address 506 oak St.	
	animati of Suto Nu	5219
	City State Zip(+4	
c.	BRIEF DESCRIPTION OF THE TYPE OF LEGISLATION LEGISLATIVE AGENT'S ENGAGEMENT RELATES.	то wнісн
	Funding, relationship	Builling,
	O Real Estate	$\mathcal{Q}^{-}$
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## D. CATEGORICAL LISTING OF PRINCIPAL BUSINESS OR ACTIVITY OF EMPLOYER. PLEASE CHECK ALL THAT ARE APPLICABLE.

•	Agriculture	Environment	Real Estate/Housing
	Alcohol/Tobacco	Financial Institutions/Consumer Finance	Retail and Commercial
_	Arts/Entertainment	Medical/Hospitals/Health Care	Service Business
_	Communications/Media	Insurance	Social Svs./Human Svs
_	Contractors/Construction	Labor/Labor Organizations	Science and Technolog
_	County/Local Government	Legal	State Employees
_	Education	Manufacturer	State Government
	Energy/Utilities	Public Interest	Transportation
DILIGENCI THAT THE	E HAVE BEEN UNDERTAKEN IN E CONTENTS ARE TRUE AND A ATURES MUST BE ORIGINAL	HEREBY CERTIFY THAT ALL REASON ITHE PREPARATION AND COMPLETION ACCURATE TO THE BEST OF HIS OR HE AND SIGNED PERSONALLY BY THE NAME BE	N OF THIS STATEMENT AN R KNOWLEDGE.
	Signature of Logislative Agent	Date	
(	specy vehr	•	
ype or Print N	ame of Persons Signing for Employer		
3Y: A	regory Ilalin	-	
Sen.	ion lica President for	Development 9-3-2	.0
110			

A.

801 Plum Street, Room 308 Cincinnati, Ohio 45202 (513) 352-3246

#### LEGISLATIVE AGENT/EMPLOYER INITIAL REGISTRATION STATEMENT

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**LEGISLATIVE AGENT INFORMATION** 

Full Name WALL DOWIS

• •	i di Name
2.	Occupation GOVERNMENT AFFORIS
3.	Occupation GOVERNMENT AFFORS  Title/Position President
4.	Business Address 255 East Fifth st. 1900
	Grummy OH 45202  City State Ztp(+4)
5.	Telephone Number ( 513 ) 917 - 8640
6.	Date of Engagement as Legislative Agent 1/3 0 / 7
B.	EMPLOYER INFORMATION
1.	Full name of company or organization Draganfy found of
2.	Type of Industry Non profit
3.	Business Address 506 60K St. Street Suite Number
	animati at 45219
	CRy State Zip(+4)
C.	BRIEF DESCRIPTION OF THE TYPE OF LEGISLATION TO WHICH
	LEGISLATIVE AGENT'S ENGAGEMENT RELATES.
	funding relationship Building
	P O real Estate O'
	70 20
	**************************************
	There is a supplemental of the supplemental of
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## D. CATEGORICAL LISTING OF PRINCIPAL BUSINESS OR ACTIVITY OF EMPLOYER. PLEASE CHECK ALL THAT ARE APPLICABLE.

Agriculture	Environment	Real Estate/Housing
Alcohol/Tobacco	Financial Institutions/Consumer Finance	Retail and Commercial
Arts/Entertainment	Medical/Hospitals/Health Care	Service Business
Communications/Media	Insurance	Social Svs./Human Svs.
Contractors/Construction	Labor/Labor Organizations	Science and Technology
County/Local Government	Legal	State Employees
Education	Manufacturer	State Government
Energy/Utilities	Public Interest	Transportation
Malt Davis	AND SIGNED PERSONALLY BY THE NAI	MED INDIVIDUAL.
Type or Print Name of Legisletive Agent	8-4-20	
Signatura Alexandri Greg Vellik	Date	
Type or Print Name of Perfore Signing for Employer  BY: Sugary   Some	<u> </u>	
Serior Vice President for	Development 8-3-	70

### **Clerk of Council**

801 Plum Street, Room 308 Cincinnati, Ohio 45202 (513) 352-3246

### \$25.00 FILING FEE

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LEGISLATIVE AGENT INFORMATION

		LEGISLATTE AGENT IN CHINATION
	1.	Full Name Collen Reynolds
	2.	Occupation Government Affairs
	3.	Title/PositionPirector
	4.	Business Address 255 East Fifth Street 1900
		City State OH Sutto Number 75202
	5.	Telephone Number ( 913 ) 832 - 544 9
	6.	Date of Engagement as Legislative Agent
	В.	EMPLOYER INFORMATION
	1.	Full name of company or organization Prayonfly form when
	2.	Type of Industry NON ( POFI )
	3.	Business Address 506 OOK Street
		Grimon Ut 45219
		City State Zip(+4)
	C.	BRIEF DESCRIPTION OF THE TYPE OF LEGISLATION TO WHICH LEGISLATIVE AGENT'S ENGAGEMENT RELATES.  FUNDING FELMINSHY BUILDING.
B		P () Rent Estate ()
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## D. CATEGORICAL LISTING OF PRINCIPAL BUSINESS OR ACTIVITY OF EMPLOYER. PLEASE CHECK ALL THAT ARE APPLICABLE.

	Agriculture	Environment	Real Estate/Housing
	Alcohol/Tobacco	Financial Institutions/Consumer Finance	Retail and Commercial
	Arts/Entertainment	Medical/Hospitals/Health Care	Service Business
	Communications/Media	tnsurance	Social Svs./Human Svs.
	Contractors/Construction	Labor/Labor Organizations	Science and Technology
	County/Local Government	tegal	State Employees
	Education	Manufacturer	State Government
	Energy/Utilities	Public Interest	Transportation
	NATURES MUST BE ORIGINAL.	ACCURATE TO THE BEST OF HIS OR HEI  AND SIGNED PERSONALLY BY THE NAM  Peynold S  Multh Date	
	GREG Vehr	·	
ype or Prin	s Name of the south Signing for Employer  Bream Olam	<u>.                                    </u>	
Se	Signaturiffor Empirifor / mion Vica President for Title	Development 8-3-	20



### **Clerk of Council** Please check ALL that apply 801 Plum Street, Room 308 Termination(s) of Engagement Cincinnati, Ohio 45202 (513) 352-3246 **Change of Address Amended Statement** I FGISLATIVE 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** J. Douglas Moormann Full Name of Legislative Agent Occupation Vice President, Development Strategies Group 700 Walnut Street, Suite 450 Business Address Suite Number Cincinnati 45202 City 513 651-4100 Telephone Number ( 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\_\_\_\_\_

Reporting Period: Statement filed for period covering (check one and fill in year).

State

X January	2020 1 through June 30, <b>199</b> <u>X</u>	(
July 1 th	rough December 31, 199_	(

Address

Telephone Number (

City

Report due on or before July 31) Report due on or before Jan. 31)

Suite Number

256 JG'20awF:9n

В.	AMENDME	NTS, 1	TERMINATIO	NS, AND	TYPES OF L	EGISLATION	
	AMENDED STATEMENT - Is this an Amended Statement (i.e., any change in an amount or a filing oursuant to a dispute resolution decision of the OCCI.						
	YE\$	<u> </u>	_NO				
	If yes, you are	require	ed to complete	only the por	tion(s) you have	amended.	
TERMI	<b>NATIONS</b> - Are	you st	till engaged by	all of the em	ployers listed or	n page 1 of this fo	orm?
	_X_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.)						and the date of
	Employer Name				Date of Termination		
	ANCES AND R ted during this in See attachme	reportir		he specific	ordinance(s) and	d resolution(s) on	which you actively
Regist		t for all	l Employers list	ed on this fo	orm, give a brief	n Statement or la description of ea	st Updated ch of the additional

(If none, check 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.

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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:

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 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:
AND D	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
HIS OR	R HER KNOWLEDGE.
	GNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED
INDIVIE	C // hand A // MANAGEREE - 1 - 1
	ouglas Moormann int Name of Legislative Agent Signature of Legislative Agent Date

### J. Douglas Moormann Legislative Agent Updated Registration Statement January 1, 2020 - June 30, 2020

Client	Ordinances, Resolutions and Activities (if no ordinances/resolutions)
Anderson Birkla Investment	
Partners	Activities related to potential real estate development. No legislation.
Campus Management	Activities related to real estate development. Item 201901820.
Charles Street Development	Activities related to real estate development. No legislation.
Kroger	Issues related to business expansion and location work. No legislation.
	Issues related to Keystone Parke, the Baldwin Property, Riverside Yards,
Neyer Properties	Uptown/MLK, and Shillito West. Item 202000809.
Oswald Company	Activities related to real estate development. No legislation.
Pearl Capital	Issues related to Provident Bank Building. No legislation.
Pennrose	Activities related to real estate development. No legislation.
	Activities related to real estate development and project labor agreements. No
Prus Construction	legislation.
TEAM, Inc.	Activity related to economic development. No legislation.
Terrex Development and	Activities related to Terrex development projects. No legislation.

### **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

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 INFORMA	TION				
Full N	lame of Legislative Agent	Alana M	l. Tucker			
ı ullı		(First)	(Middle)		(Last)	
	Occupation Senior Associ	ate, Govern	ment Strategies	Group		
		Valnut Stree	t, Suite 450			
	Street Cincinnati	ОН		Suite Number 45202		
	City	State		Zip(+4)		
	Telephone Number (51	3)	651-4100			
	(If none, check here X  Name of Legislative Agent					
	Address	Street			Suite Number	2590 <b>6'2</b> 0985128
	City	State	_	Zip(+4)		
	Telephone Number (	)				
Repo	rting Period: Statement filed	for period c	overing (check	one and fill i	n year).	GLERX OF COUNCIL
						m man in an an affair in affair.

### B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

	solution decision of the O	JOI.
YES	_XNO	
If yes, you are r	equired to complete only t	the portion(s) you have amended.
TERMINATIONS - Are	you still engaged by all of	the employers listed on page 1 of this form?
X_YES	NO	
If no, please list termination.	the name of the Employe (Attach additional sheets	ers by whom you are no longer engaged and the date of if necessary.)
Employer Nam	e	Date of Termination
ORDINANCES AND RI		pecific ordinance(s) and resolution(s) on which you actively
	eporting period.	pecific ordinance(s) and resolution(s) on which you actively
advocated during this re	eporting period.	pecific ordinance(s) and resolution(s) on which you actively
advocated during this re	eporting period.	pecific ordinance(s) and resolution(s) on which you actively
advocated during this respectively.	eporting period.  nt	
ADDITIONAL TYPES (Registration Statement	eporting period.  nt  DF LEGISLATION - Since	e your Initial Registration Statement or last Updated this form, give a brief description of each of the additiona
ADDITIONAL TYPES (Registration Statement	eporting period.  It  OF LEGISLATION - Since for all Employers listed or	e your Initial Registration Statement or last Updated this form, give a brief description of each of the additiona

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such p	public officer or employee, then the following information is required with respect to each such ial 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:
(Attac	h an additional sheet for each public officer, employee, or staff member.)  (If none, check hereX)
	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:
AND	TFICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT ALL REASONABLE EFFORTS DUE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARATION AND COMPLETION O STATEMENT AND THAT THE CONTENTS ARE TRUE AND ACCURATE TO THE BEST OF PREPARATION AND THE BEST OF THE REST OF THE BEST OF THE REST OF THE RE
INDIV Alar	SIGNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED TO THE NAME OF Legislative Agent Signature of Legislative Agent Date

### Alana Tucker Legislative Agent Updated Registration Statement January 1, 2020 - June 1, 2020

Client	Ordinances, Resolutions and Activities (if no ordinances/resolutions)
Contemporary Arts Center	Activites related to arts funding. No legislation
•	Activities related to expansion / renovation at the treatment campus and city
First Step Home	operating budget. 202000852.
•	Activities related to SORTA public transportation services and operating
Metro	budget. 202000511, 202000741, 202000782.
Playhouse in the Park	Activities related to arts funding. No legislation.

801 Pli Cincini (513) 3	k of Council um Street, Room 308 nati, Ohio 45202 352-3246  ISLATIVE AGENT UP atement must be filed with the Cler tions and review Sections 112-1 to	k of Counci	EGISTRA	f January and	Engagement ss ent  ATEMENT  July, annually. Pleas	e read
filing. It days (the IS GUII MISDE	Upon termination of this engagement of the form may be obtained from the LTY OF FALSIFICATION UNDER MEANOR OF THE FIRST DEGRE Cincinnati Municipal Code.	ent, there is Clerk.) AN' SECTION 2	an affirmative du Y PERSON WHO 2921.13 OF THE	ty to notify the ( KNOWINGLY OHIO REVISE	Clerk of Council with FILES A FALSE ST D CODE, WHICH IS	nin thirty (30) ATEMENT A
A.	GENERAL INFORMATI	ON				
Full N	ame of Legislative Agent	Ali Triant (First) nger, Gover	(Middle)	es Group	(Last)	
		Inut Street	t, Suite 450	Out to Number		
	Street  Cincinnati	ОН		Suite Number 45202		
	Telephone Number (513	State )	651-4100	Zip(+4)	<del></del>	
AGEN	T CHANGE OF NAME OR AD Updated Registration Statemen		-	_		st
	(If none, check here X	_)				
	Name of Legislative Agent					
	Address	Street	<del> </del>		Suite Number	TZ5AUG'204-8:29
	City	State	<del> </del>	Zip(+4)		
	Telephone Number (	)				
Repoi	rting Period: Statement filed fo	or period co	overing (check o	one and fill ir	ı year).	CLERK OF COUNCI
	X January 1 through June July 1 through December				on or before July 3 on or before Jan. 3	

### B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

pursuant to a dispute r			t (i.e., any change in a	an amount or a filing	
YES	_XNO				
If yes, you are	required to com	nplete only the portion	on(s) you have amend	led.	
TERMINATIONS - Are	you still engage	ed by all of the emp	loyers listed on page	1 of this form?	
_X_YES	NO				
If no, please list termination.		he Employers by whonal sheets if neces		engaged and the date	of
Employer Nar	ne		Date o	f Termination	
ORDINANCES AND R			dinance(s) and resolu	tion(s) on which you ac	tively
See attachme	ent				
			<del></del>		
PATE 18				-	
ADDITIONAL TYPES	OF LEGISLATI	ION - Since vour Ini	tial Registration State	ment or last Updated	
Registration Statemen types of legislation to v	t for all Employe	ers listed on this for	m, give a brief descrip	tion of each of the addi	tional

"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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finan	cial transaction:
a.	Name of the public officer, employee, or staff member:
b.	Brief description of the purpose and nature of the transaction:
С.	Date the transaction was made or entered into:
d.	Other pertinent details:
(Atta	ach an additional sheet for each public officer, employee, or staff member.)
	(If none, check here X
	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:
ANE	RTIFICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT ALL REASONABLE EFFORTS DOWN DUE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARATION AND COMPLETION OF STATEMENT AND THAT THE CONTENTS ARE TRUE AND ACCURATE TO THE BEST OF OR HER KNOWLEDGE.
IND	SIGNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED
	or Print Name of Legislative Agent Signature of Legislative Agent Date
	l /

### Ali Trianfo Legislative Agent Updated Registration Statement January 1, 2020 - June 30, 2020

Client	Ordinances, Resolutions and Activities (if no ordinances/resolutions)
	Activities related to City funding and family homelessness. 202000820,
Bethany House Services	202000845, 202000852.
	Activity related to Human Services funding and HIV/AIDS prevention
	programming. 202000243, 202000244, 202000270, 202000292, 202000358,
Caracole, Inc.	202000565, 202000755, 202000848, 202000852.
Charles Street Development	
Corporation	No activity.
LADD, Inc.	No activity.
MORTAR	Activities related to City funding to support entrepreneurship. 202000568,
	Activity related to economic development and short term rentals. No
The Guild	legislation.
	Auti it and the COVID 10 date. No larislation
The Health Collaborative	Activity related to COVID-19 data. No legislation.

Client: Indiana + Ohio R. R.

### **Clerk of Council**

801 Plum Street, Room 308 Cincinnati, Ohio 45202 (513) 352-3246

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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 MISDEMEANOR OF THE FIRST DEGREE. Other related prohibitions and penalties are contained in Section 112-99 of the Cincinnati Municipal Code.

		Marin Control of the
A.	GENERAL INFORMATION	
Full N	ame of Legislative Agent Marily (Middle) Hyland (Last)	
	Occupation Labbyist	
	Business Address 7100 Drake Road Suite Number	
	Cincinnati OH 45243  City State Zip(+4)	
	Telephone Number (513) 284 - 4192	
AGEN	T CHANGE OF NAME OR ADDRESS - Based on your initial Registration Statement or la Updated Registration Statement, state any changes in your name or address.	ast
	(If none, check here)	
	Name of Legislative Agent	
	Address	
	Street Suite Number	
	City State Zip(+4)	25AUG'20AH9:27
	Telephone Number ()	
Repo	rting Period: Statement filed for period covering (check one and fill in year).	CLERK OF COUNCIL
	January 1 through June 30, 199(Report due on or before July 3 July 1 through December 31, 1992020 (Report due on or before Jan. 3	
	_v C July 1- hal 21 2026)	

### <u>Obert( of Council</u> 801 Flum Staet, Room sos Oholmeti, Ohio 45202 (515) 352-3246

Please check ALL that apply

Termination(s) of Engagement	
Change of Address	
Americad Statesagnt	

### LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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.5	GENERAL INFOR	HOLTAM		
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	Occupation			
	Business Address	<u> </u>	int	urlated
		ated	·16.	
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	Updated Registration S  (If none check here	Patement, state an		Registration Statement name or address.
	Updaled Registration S	Patement, state an		
		estement state an	/ changes in your	name or addrese.
	(If none, check hers	Patement state and ()	/ changes in your	name or address.
	(If none, check here Name of Legislative Ag	asses	/ changes in your	name or address.
	(If none, check here	ne eiote Inemels'  ()  Inej  sees	vehanges in yeur	name or address.
одоЯ	(If none, check here Nams of Legislative Ag Address	ands Jamen assistant ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (	y changes in you	name or address.

### B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

pursuant to a dispute resolution decision of the OCCI.
YESNO
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?
YESNO
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  Thaidna + Ohio RR  Date of Termination  21. July, 20 20
FILOCONOS CITTO NA
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ORDINANCES AND RESOLUTIONS - List the specific ordinance(s) and resolution(s) on which you actively advocated during this reporting period.
ORDINANCES AND RESOLUTIONS - List the specific ordinance(s) and resolution(s) on which you actively
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### AWENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

ny change in an am <mark>ou</mark> nt or a filing	tatement (i.e., ar CCL	in Amended S dision of the Of	NT - Is this s s <mark>solution</mark> dec	NDED STATEME ant to a dispute n	AMEI pursu
			ON	YES	
u have amended.	ne portion(s) you	com <b>plete</b> only i	of behinper	If yes, you are	
sted on page 1 of this form?	the employers li	aged by all of	you still any	MNATIONS - Are	TERM
			ON	YES	
are no longer engaged and the date of	rs by whom you if necessary.)	of the Employe ditional sheets	entan edi k delinah ada	li no, please ils termination.	
Date of Termination		* *	•	Employer Nai	
	sedific ordinanos your initial Regi	<b>13</b> - List the splead.  ATION - Since byers listed on	ESOLUTION Sporting per Conting per Conting per Conting per Conting per Conting per Conting Con	PLANCES AND Resided during this in the second during this in the second during this in the second during the second duri	ORDI sovoc ADDI Regis
		(_	iered :	(If none, cheel	

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(Attach	an additional sheet for each public officer, employee, or staff member.)  (If none, check here
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MAH	

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Marne of the public officer, employee, or staff member:	<b>a</b> .
Brief description of the purpose and nature of the transaction.	.đ
Date the transaction was made or entered into:	.0
Other pertinent details:	.b
an additional siteer for each public officer, employee, or staff mamber.)	(Allach
(If none, check here)	
NOTE: If the Legislative Agent is required to disclose a financial transaction described in this	

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THE NAMED	YS	PERSONALLY	SIGNED	QMA.	ORIGINAL	38	MUST	TURES	SIGNA	JA
									AUGIV	7016

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ପହ <b>୍</b> ପ	Signature of Legislative Agent	Type of Fidit Menna of Legislativa Agent

### **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

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 N	Occupation Lobbyis + Manufacture (First) (Middle) Hyland (Last)	
	Business Address 7100 Drake Road Street  Circumati, OH 45243 City State Zip(+4)	
	Telephone Number ( 513 ) 284-4192	
AGEN	IT CHANGE OF NAME OR ADDRESS - Based on your initial Registration Statement or la Updated Registration Statement, state any changes in your name or address.	ast
	(If none, check here)	
	Name of Legislative Agent	
	Address	
	Street Suite Number	
	City State Zip(+4)	25AUG'20AM9:12F
	Telephone Number ()	·
		CLERK OF COUNC
Repo	ting Period: Statement filed for period covering (check one and fill in year).	
	January 1 through June 30, 199_ (Report due on or before July 3 July 1 through December 31, 199_ (Report due on or before Jan. 3	

### **Clark of Council** 801 Plum Steet, Room 308 Cincinnati, Ohio 45202 (313) 352-3246

Please check ALL that apply

Termination(a) of Engagement
Change of Address
Amended Statement

### Leoislative agent updated registration statement

This statement must be that with the Clerk of Council by the last day of January and July, annually. Please read instructions and review Sections 112-11 to 112-17. Chadmati Municipal Code, prior to filing. There is no facinities this instructions and review Sections 112-17. Chadmati Municipal Code, prior to filing. There is no facinities of this engagement, there is an affirmative outy to notify the Clark of Council within the Clark of Selection (CO) days (the form may be obtained from the Clark). ANY PERSON WSO KNOWINGLY FILES A FALSE STATEMENT IS GUELTY OF FALSE CATEMENT AND REVISED CODE, WHICH IS A FALSE ENGINEER AND REVISED CODE, WHICH IS A FALSE ENGINEER AND REVISED CODE, WHICH IS A Contained in Securior 112-50 of the Cincinnell Numicipal Code.

٥	GENERAL INFORM	MOITAMI				
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	Occupation		*******	······································		
	Burdness Address				ැලක්කාවේ අඩුපුදි	m hay signer har chapters along a continuence of the segment of th
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	Updated Registration Ste (Ir none, check hera Name of Legislative Age	(marine one one	·			
	(ir none, check here	gent	<del></del>			
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	(Ir none, check here Name of Legislative Age Address	gent sont				Steller in mage
ಗಲಿದ್ದರ	(Ir none, check hara Name of Legislative Age Address	gent state			(i q:	4600, 101 (1986)

## 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.
YESNO
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  Indiana + Ohio RR  Date of Termination 21. July, 2020
ORDINANCES AND RESOLUTIONS - List the specific ordinance(s) and resolution(s) on which you actively advocated during this reporting period.
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.

	FOISLATION	AND TYPES OF L	TERMINATIONS.	AWENDMENTS	. 2
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IT - is this an Amended Statement (i.e., any change in an amount or a filing sciulion decision of the OCCI.	
ON.	YES
equired to complete only the portion(s) you have amended.	n en, buy look il
you still engaged by all of the employers listed on page it or this form?	TERMINATIONS - Are y
NO NO	83Y
the name of the Employers by whom you are no longor engaged and the dete of (Attach additional sheets if necessary.)	
Pate of Termination	Employer Nam
	ORDINANCES AND REstated during this re
( ाश	(If none, check i

"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.

"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 pu	ublic officer or employee, then the following information is required with respect to each such at 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
	before this form is filed with the Clerk of Council.  If the foregoing provision is applicable, indicate the date that such information was delivered:
AND D	FICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT ALL REASONABLE EFFORTS DUE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARATION AND COMPLETION OF STATEMENT AND THAT THE CONTENTS ARE TRUE AND ACCURATE TO THE BEST OF R HER KNOWLEDGE.
Ma	IGNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED  DUAL.  The Hydrat Marky Hydrat 14. August, 2020  Signature of Legislative Agent Date

"Staff" means any city employed whose official duties are to formulate pullty and who exercises administrative or supervisory authority or who authorizes the expanditure 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 fina Sode ine Di such	egislative Agent, or a member of his or her immediate family had, during this reporting period, relativenessetler? (which is not being disputed under Section 112-19, Cincinnati Mudicipal, with or for the benealt of a member of the Council, appointee of the Council, City Nichager, rector of a department created under the Administrative Code, or any member of the start of sublic officer or employes. From the following information is required with respect to each such tall trensaction:
. 5	Name of the public officer, employee, or staff member:
,ε	Shief description of the purpose and noture of the transaction:
,0	Date the transaction was made or entered into:
.t:	Oliner pertinent details:
ostiA)	in an additional sheet for each public utilicer, employee, or staff member )
	(if none, check hore)
	NOTE: If the Legislative Agent, is required to disclose a financial transaction described in this

If the foregoing provision is applicable, indicate the date that such information was delivered:

Paragraph F, then the Legislative Agent shall <u>deliver a copy of such paragraph</u> which contains such information to the public officers) of employee(s) identified therein, at least ten (10 mays

CRETIFICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT ALL REASONABLE EFFORTS AND DUE DILIGENCE HAVE SEEN UNDERTAKEN IN THE PREPARATION AND COMPLETION OF THIS STATEMENT AND THAT THE CONTENTS ARE TRUE AND ACCURATE TO THE PEST OF HIS OR HER KNOWLEDGE.

ALL SIGNATURES MUST BE DRIGINAL AND SIGNED PERSONALI Y BY THE NAMED MUDINIDUAL.

before this form is filed with the Clerk of Council.

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### **Clerk of Council**

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Change of Address
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Α.	GENERAL INFORMA	TION			
E N	Name of Legislative Agent	Charles	s H. Gerhardt, III		
ruii r	vame of Legislative Agent	(First)	(Middle)	(Last)	
	Occupation President & C	EO, Govern	nment Strategies Group		<del></del>
		Valnut Stree	et, Suite 450		<del></del>
	Street Cincinnati	ОН	Suite Number 45202		
	City	State	Zip(+4)		
	Telephone Number (51;	3)	651-4100		
	Updated Registration Stater (If none, check here X  Name of Legislative Agent	_)			25AUG'20axS:28 
	Address				
		Street		Suite Number	
	City	State	Zip(+4)		CLERK OF COUNC
	Telephone Number (	)			-
Repo	orting Period: Statement filed	for period of	covering (check one and	fill in year).	
-	X January 1 through Jun			due on or before July due on or before Jan.	

### B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

	ution decision of the OCCI.	
YES	<u>C</u> NO	
If yes, you are requ	uired 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?	
_X_YES	NO	
	e name of the Employers by whom you are no longer engaged and the date of stach additional sheets if necessary.)	
Employer Name	Date of Termination	
		_
		_
ORDINANCES AND RESC advocated during this repo	<b>DLUTIONS</b> - List the specific ordinance(s) and resolution(s) on which you active rting period.	łу
		ŧlу
advocated during this repo		∌ly
advocated during this repo		÷ly
advocated during this repo	rting period.	ely
ADDITIONAL TYPES OF Registration Statement for		•
ADDITIONAL TYPES OF Registration Statement for	LEGISLATION - Since your Initial Registration Statement or last Updated all Employers listed on this form, give a brief description of each of the addition	•

### B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

	ENT - Is this an Amended Stresolution decision of the OC	atement (i.e., any change in an amount or a filing CCI.
YES	_XNO	
If yes, you are	required to complete only the	he portion(s) you have amended.
TERMINATIONS - Are	you still engaged by all of t	the employers listed on page 1 of this form?
_X_YES	NO	
If no, please lis termination.	st the name of the Employer (Attach additional sheets i	rs by whom you are no longer engaged and the date of frecessary.)
Employer Nan	me	Date of Termination
ORDINANCES AND R advocated during this r		ecific ordinance(s) and resolution(s) on which you actively
See attachme	ent	
		<del></del>
Registration Statemen		your Initial Registration Statement or last Updated this form, give a brief description of each of the additional ents relate.
(If none, check		

### C. DEFINITIONS

"Staff" means any city employee whose official duties are to formulate policy and 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 Dire such p	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:
	an additional sheet for each public officer, employee, or staff member.)  (If none, check here
AND D THIS S HIS OF ALL S INDIVI	es H. Gerhardt, III CH. W S 2/2020
Type or P	rint Name of Legislative Agent Signature of Legislative Agent Date

### Charles H. Gerhardt Legislative Agent Updated Registration Statement January 1, 2020 - June 30, 2020

Client	Ordinances, Resolutions and Activities (if no ordinances/resolutions)
Anderson Birkla Investment	
Partners	Activities related to real-estate holdings and development in the city. No legislation.
Arena Management Holdings	Activities related to Heritage Bank Arena. No legislation.
	Activities related to City funding and family homelessness. 202000820, 202000845,
Bethany House Servivces	202000852.
	Activity related to Human Services funding and HIV/AIDS prevention programming.
Caracole	202000243, 202000244, 202000270, 202000292, 202000358, 202000565, 202000755,
Center for Chemical Addictions	Activities related to addiction treatment services and city operating
Treatment	budget. 202000852.
Children's Home of Cincinnati	Activity related to workforce development. 202000820, 202000845, 202000852.
Cincinnati Bell	Activity related to public utilities and COVID-19. No legislation.
Cincinnati Bulk Terminals	Activities related barge operation on riverfront. 202000837.
Cincinnati Center City	
Development Corporation	Activities related to 3CDC development. 202000625, 202000450.
Cincinnati Children's Hospital	
Medical Center	Activities related to Children's Hospital. No legislation.
	Activities related to Cincinnati Museum Center and the Freedom Center. No
Cincinnati Museum Center	legislation.
	Activities related to employment services, City funding, including operating budget
Cincinnati Works	and Hand Up Initiative and Child Poverty Collaborative. 202000852.
Contemporary Arts Center	Activites related to arts funding. No legislation
Duke Energy	Activities related to Duke operations in the City of Cincinnati. 202000760, 202000682.
Film Cincinnati	Activity related to major motion pictures and city operating budget. 202000852.
	Activities related to expansion / renovation at the treatment campus and city
First Step Home	operating budget. 202000852.
	Activities related to Major League Soccer expansion in Cincinnati. 2020002678,
Futbol Club Cincinnati	202000142.
LADD, Inc.	No activity.
Lighthouse Youth Services	Activity related to homeless youth and the city operating budget. 202000852.
	Activities related to SORTA public transportation services and operating budget.
Metro	202000511, 202000741, 202000782.
MORTAR	Activities related to City funding to support entrepreneurship. 202000568, 202000820,
Norton Outdoor Advertising	Activity related to billboards. 202000710.
Prus Construction	Activities related to development and construction in the city. No legislation.
Terrex Development and	Activities related to Terrex development projects. No legislation.
The Guild	Activity related to economic development and short term rentals. No legislation.
The Health Collaborative	Activity related to COVID-19 data. No legislation.

### **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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I Name of Lenislation Amous	.lames 1	T. Benedict		
I Name of Legislative Agent_	(First)	(Middle)	(Last)	-
Occupation Vice Preside	nt, Governme	ent Strategies Group		
	Walnut Stree			
Street Cincinnati	ОН	Suite Number		
City	State	45202 Zip(+4)		_
Telephone Number (5	13)	651-4100		
ENT CHANGE OF NAME OR	ADDRESS - I	Based on your initial Regis	stration Statement or	last
		any changes in your name	or address	
Updated Registration State	ement, state a	any changes in your name	or address.	
. •	•	any changes in your hame	or address.	
(If none, check here X	•	any changes in your name	or address.	
(If none, check here X	)	any changes in your hame		
(If none, check here X  Name of Legislative Agent	)			
(If none, check here X	)			
(If none, check here X  Name of Legislative Agent	) t			 2598 <b>6'20</b> ah <b>9:2</b> 1 -
(If none, check here X  Name of Legislative Agent  Address	Street State	Zip(+4)	Suite Number	
(If none, check here X  Name of Legislative Agent  Address	Street State		Suite Number	
(If none, check here X  Name of Legislative Agent  Address  City  Telephone Number (	Street State	Z:p(+4)	Suite Number	 25988'20ax8:2 -
(If none, check here X  Name of Legislative Agent  Address	Street State  of for period c 2020	Zip(+4)  covering ( <b>check one and f</b> i	Suite Number	-  CLERK OF COUN

## B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

	- Is this an Amended Statem ution decision of the OCCI.	ent (i.e., any change in an amount or a filing
YES	<u> </u>	
If yes, you are requ	uired to complete only the po	ortion(s) you have amended.
TERMINATIONS - Are you	still engaged by all of the er	mployers listed on page 1 of this form?
_X_YES	NO	
	e name of the Employers by ttach additional sheets if nec	whom you are no longer engaged and the date of essary.)
Employer Name		Date of Termination
ORDINANCES AND RESO		ordinance(s) and resolution(s) on which you actively
See attachment		
Registration Statement for		Initial Registration Statement or last Updated form, give a brief description of each of the additiona relate.

### C. DEFINITIONS

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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, o	or staff member.)		
	(If none, check hereX				
	Paragraph F, then the such information to the	e Agent is required to disclose Legislative Agent shall <u>deliver a</u> public officer(s) of employee(s with the Clerk of Council.	a copy of such paragrap	h which contains	
	If the foregoing provision	on is applicable, indicate the da	ite that such information	was delivered:	
AND D	UE DILIGENCE HAVE	RSIGNED HEREBY CERTIFIE BEEN UNDERTAKEN IN THE T THE CONTENTS ARE TRUE	PREPARATION AND	COMPLETION OF	
INDIVI		ORIGINAL AND SIGNED PER		AMED	
Type or P	rint Name of Legislative Agent	Signature of Legislative Agent	Date		

### James T. Benedict Legislative Agent Updated Registration Statement January 1, 2020 - June 30, 2020

Client	Ordinances, Resolutions and Activities (if no ordinances/resolutions)
	Activities related to real-estate holdings and development in the city. No legislation.
Arena Management Holdings	Activities related to Heritage Bank Arena. No legislation.
	Activities related to City funding and family homelessness. 202000820, 202000845,
Bethany House Services	202000852.
Center for Chemical Addictions	Activities related to addiction treatment services and city operating
Treatment	budget. 202000852.
Charles Street Development	No activity.
Children's Home of Cincinnati	Activity related to workforce development. 202000820, 202000845, 202000852.
Cincinnati Bell	Activity related to public utilities and COVID-19. 202000741, 202000782.
Cincinnati Bulk Terminals	Activities related barge operation on riverfront. 202000837.
Cincinnati Center City Development	
Corporation (3CDC)	Activities related to 3CDC development. 202000625, 202000450.
Cincinnati Children's Hospital	
Medical Center	Activities related to Children's Hospital. No legislation.
	Activities related to Cincinnati Museum Center and the Freedom Center. No
Cincinnati Museum Center	legislation.
	Activities related to employment services, City funding, including operating budget
Cincinnati Works	and Hand Up Initiative and Child Poverty Collaborative. 202000852.
	Activities related to Duke operations in the City of Cincinnati. 202000760,
Duke Energy	202000682.
Film Cincinnati	Activity related to major motion pictures and city operating budget. 202000852.
	Activities related to expansion / renovation at the treatment campus and city
First Step Home	operating budget. 202000852.
· mototop memo	Activities related to Major League Soccer expansion in Cincinnati. 2020002678,
Futbol Club Cincinnati	202000142.
rated cite circumati	
LADD, Inc.	No activity.
Lighthouse Vouth Convices	Activity related to homeless youth and the city operating budget. 202000852.
Lighthouse Youth Services	
	Activities related to City funding to support entrepreneurship. 202000568,
Metro	202000820, 202000844, 202000845, 202000852.
MORTAR	Activities related to City funding to support entrepreneurship. 202000568,
Norton Outdoor Advertising	Activity related to billboards. 202000710.
Prus Construction	Activities related to development and construction in the city. No legislation.
TEAM, Inc.	Activity related to economic development. No legislation.
Terrex Development and	Activities related to Terrex development projects. No legislation.
	Activity related to economic development and short term rentals. No legislation.
The Guild	TACTIVITY LEIGHER TO ECOHOTHIC REVEINDILIENT AND SHOLL LEITH LEITHAIS. NO TERISIATION.

## **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

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Α.	GENERAL INFORMAT	ION			
Full	Name of Legislative Agent	Anne Se	esler		
un		(First)	(Middle)	(Last)	
	Occupation Consultant, Go	vernment	Strategies Group		<del></del>
		lalnut Stree	et, Suite 450		
	Street Cincinnati	ОН	Suite No	202	
	City	State	Zip(+4)		
	•				
	Telephone Number (513	·)	651-4100		
	(If none, check here X  Name of Legislative Agent	,			<del></del>
	Address				
		Street		Suite Number	<del></del>
					254J3 <b>72</b> 04-9728
	City	State	Zip(+4)		254U3'204\\$'28 
	City Telephone Number (		Zip(+4)		2543 <b>312</b> 0445128 
Rep	·	)			254J3'204/5'25  Clerk of <b>0</b> 8U903

### B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

AMENDED STATEMENT - I pursuant to a dispute resoluti	s this an Amended Statement (i.e., any chang ion decision of the OCCI.	ge in an amount or a filing
YESX	_NO	
If yes, you are requir	red to complete only the portion(s) you have a	mended.
TERMINATIONS - Are you s	still engaged by all of the employers listed on	page 1 of this form?
_X_YES	_NO ·	•
	name of the Employers by whom you are no leach additional sheets if necessary.)	onger engaged and the date of
Employer Name		Date of Termination
ORDINANCES AND RESOL advocated during this reporti	LUTIONS - List the specific ordinance(s) and in period.	resolution(s) on which you actively
See attachment		
ADDITIONAL TYPES OF LE	EGISLATION - Since your Initial Registration	Statement or last Undated
Registration Statement for a	II Employers listed on this form, give a brief do any of your engagements relate.	
Registration Statement for a	Il Employers listed on this form, give a brief d	

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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:

financia	l 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 wa	s made or entered into:			
d.	Other pertinent details:				
(Attach	an additional sheet for e	each public officer, employee	e, or staff men	nber.)	
	(If none, check here X	)			
	Paragraph F, then the L such information to the	Agent is required to disclorate disclorate Agent shall delive public officer(s) of employee with the Clerk of Council.	r a copy of su	<u>ich paragraph</u> which con	tains
	If the foregoing provisio	n is applicable, indicate the	date that such	h information was delive	red:
AND D THIS S	UE DILIGENCE HAVE E	RSIGNED HEREBY CERTIF BEEN UNDERTAKEN IN TH THE CONTENTS ARE TR	IE PREPARA	TION AND COMPLETIC	ON OF
		ORIGINAL AND SIGNED P	ERSONALLY	BY THE NAMED	
INDIVI		Anne Sesler		8/2/2020	
Anne S				0101000	-
Type or Pr	int Name of Legislative Agent	Signature of Legislative Agent		Date	

### Anne Sesler Legislative Agent Updated Registration Statement January 1, 2020 - June 30, 2020

Client	Ordinances, Resolutions and Activities (if no ordinances/resolutions)
	Activity related to Human Services funding and HIV/AIDS prevention
	programming. 202000243, 202000244, 202000270, 202000292, 202000358,
Caracole, Inc.	202000565, 202000755, 202000848, 202000852.
	Activities related to City funding to support entrepreneurship. 202000568,
MORTAR	202000820, 202000844, 202000845, 202000852.
LADD, Inc.	No activity.
The Health Collaborative	Activity related to COVID-19 data. No legislation.
w.	Activities related to City funding and family homelessness. 202000820,
Bethany House Services	202000845, 202000852.

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### **Attachment 3**

Cincinnati Board of Health Resolution No. 2020-0825

### **BOARD OF HEALTH RESOLUTION**

## AMENDING BOARD OF HEALTH REGULATION 00079. FEES RETAIL FOOD ESTABLISHMENTS; FOOD SERVICE OPERATIONS

A RESOLUTION of the Board of Health of the City of Cincinnati amending Board of Health Regulation 00079 Fees Retail Food Establishments; Food Service Operations.

WHEREAS, the State of Ohio adopted, effective March 1, 2021, a law governing Retail Food Establishments and Food Service Operations (Ohio Revised Code 3717 Retail Food Establishments; Food Service Operations); and

WHEREAS, the Retail Food Establishments and Food Service Operations law placed the duty of implementing and enforcing the law and establishing the fee for the inspection on local boards of health in Ohio Revised Code 3717; and

WHEREAS, the fee for inspection of retail food establishments and food service operations shall be established by the board of health pursuant to Ohio Revised Code 3717.25 Fees and Ohio Administrative Code 3701-21 Fees: 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 00079 is hereby amended to read as follows:

§00079—Fees Retail Food Establishments; Food Service Operations

The cost of a license for a Retail Food Establishment or Food Service Operation as defined in Section 3717.01 of the Ohio Revised Code shall be any amount determined pursuant to Sections 3717.45 and 3717.25 of the Ohio Revised Code, plus the following license fees, based on the risk levels established in Ohio Administrative Code Section 3701-21-02.3:

- (A) Retail Food Establishment/Food Service Operation Fees
  - 1) < 25,000 ft.<sup>2</sup>

Risk Class Level 1	**1**\$247.00
Risk Class Level 2	**2**\$279.00
Risk Class Level 3	**3**\$539.00
Risk Class Level 4	**4**\$685.00

2)  $\geq 25,000 \text{ ft.}^2$ 

Risk Class Level 1	**5**\$360.00
Risk Class Level 2	**6**\$379.00
Risk Class Level 3	**7**\$1,359.00
Risk Class Level 4	**8**\$1,441.00

(B) Fees for Temporary Food Service Operations (per single event, not to exceed a maximum of five consecutive days)

\*\*9\*\*\*\$201.00

(C) Fees for Mobile Food Service Operations \*\*10\*\* \$215.00

(D) Fees for Vending Food Service Operations \*\*11\*\* \$11.64

(E) Lab Sample Analysis

Wholesomeness of Food Test
 Pathogen Screening Test
 Frozen Dessert Test
 \$7.00/test
 \$12.00/test
 \$6.00/test

- (F) Facility Review/Equipment Specification Fees
  - 1) < 10,000 ft.<sup>2</sup>

Risk Class Level 1& 2	\$200.00
Risk Class Level 3 & 4	\$400.00

2) ≥ 10,000 ft.<sup>2</sup>

Risk Class Level 1 & 2	\$300.00
Risk Class Level 3 & 4	\$600.00

- (G) Any such fee or portion of such fee retained by the Board of Health shall be paid into a special fund as provided in Sections 3717.45 and 3717.25 of the Ohio Revised Code and used only for the purpose of administering and enforcing Sections 3717.01 to 3717.99 of the Revised Code.
- (H) If a license fee is not received by the Board of Health on or before the date it is due, a penalty of 25 percent of any such fee shall be imposed and paid as provided in Section 3701-21-02 of the Ohio Administrative Code, with the exception of Mobile Food Service Operations.

Section 2. That existing Board of Health Regulation 00079 is hereby repealed.

Section 3. That this Resolution shall go into effect on March 1, 2021.

ADOPTED: August 25, 2020

Phil Lichtenstein, MD

Chairperson

Board of Health of the City of Cincinnati

ATTEST:

Melba R. Moore, DBA, MS, CPHA Health Commissioner

Board of Health of the City of Cincinnati

New language is underscored:

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Melissa Autry, CMC Clerk of Council

202001415

Office of the Clerk

801 Plum Street, Suite 308 Cincinnati, Ohio 45202 Phone (513) 352-3246 Fax (513) 352-2578

August 17, 2020

Sherry L. Poland, Director Hamilton County Board of Elections 4700 Smith Rd. Cincinnati, Ohio 45212

Dear Ms. Poland:

I have received petitions from Henry Frondorf for a Charter of the City of Cincinnati amendment to be placed on the November 3, 2020 ballot regarding amending and adding Sections to Articles II and IX. I am asking that the Board of Elections verify the petitions and certify the signatures received.

If you have any further questions, please feel free to contact me.

Singerely,

Brenda Williams Chief Deputy Clerk

Clerk of Council's Office

2020 AUG 17 AM 10: 01



Melissa Autry, CMC Clerk of Council

Office of the Clerk

801 Plum Street, Suite 308 Cincinnati, Ohio 45202 Phone (513) 352-3246 Fax (513) 352-2578

August 17, 2020

Sherry L. Poland, Director Hamilton County Board of Elections 4700 Smith Rd. Cincinnati, Ohio 45212

Dear Ms. Poland:

I have received petitions from Jeremy Schlicher and Dr. Ervin Matthew for a Charter of the City of Cincinnati amendment to be placed on the November 3, 2020 ballot regarding the replacement of police with a Public Safety Department. I am asking that the Board of Elections verify the petitions and certify the signatures received.

If you have any further questions, please feel free to contact me.

Sincerely,

Brenda Williams Chief Deputy Clerk

Clerk of Council's Office

2020 VIC 12 WIO: U



Melissa Autry, CMC Clerk of Council

202001434

Office of the Clerk

August 31, 2020

801 Plum Street, Suite 308 Cincinnati, Ohio 45202 Phone (513) 352-3246 Fax (513) 352-2578

### NOTICE OF SPECIAL SESSION OF CINCINNATI CITY COUNCIL 09/01/2020

Cincinnati City Council will hold a Special Session of Council on Tuesday, September 1, 2020 at 2:00 p.m. in Cincinnati City Hall Council Chambers, 801 Plum Street, Room 300, Cincinnati, Ohio 45202.

The purpose of the Special Session is to discuss and take action on items related to the reopening of the Streetcar.

This meeting has been called by Councilmembers Chris Seelbach and Greg Landsman.

Due to issues reasonably connected to Ohio Department of Health orders or guidance concerning COVID-19, members of City Council may be required to participate remotely. The manner of remote participation shall otherwise comply with all requirements of the Open Meetings Act. In accordance with orders issued by state and local officials and applicable guidance concerning COVID-19, in person meeting attendance will be limited to a maximum of 20 people at a time inside Council Chambers. All those in attendance will be required to comply with additional social distancing requirements. The meeting can be watched in real time on CitiCable or by livestreaming the meeting at <a href="https://www.cincinnati-oh.gov">www.cincinnati-oh.gov</a>.

Melissa Autry, CMC Clerk of Council City of Cincinnati



801 Plum Street, Suite 354 Cincinnati, Ohio 45202

Phone (513) 352-5270 Fax (513) 352-5287

Email pg.sittenfeld@cincinnati-oh.gov Web www.cincinnati-oh.gov

202001164

P.G. Sittenfeld
Councilmember

August 4, 2020

### MOTION

**WE MOVE** that the City of Cincinnati commit \$500,000 to help catalyze the Avondale grocery store project.

WE FURTHER MOVE that these dollars come from the City Operating or Capital Budget within the next two Fiscal Year budget cycles.

WE FURTHER MOVE that these City dollars be contingent on there being a Community Benefits Agreement between the grocery operator and the neighborhood and its longtime partners who have advocated passionately for this outcome, as represented by the Avondale Community Council, Avondale Community Development Corporation, The Center for Closing the Health Gap, and The Urban League in order to ensure that ongoing quality standards for the neighborhood are met; and also be contingent on vetting and due diligence from the City's Department of Community and Economic Development; and finally, be contingent on a financial match against City dollars from other partners.

### **STATEMENT**

The neighborhood of Avondale has been categorized as a food desert, where residents - who are predominantly black and low-income - do not have reasonable access to a grocery store, particularly one with fresh fruits and vegetables. Recently, an opportunity has emerged to bring a grocery store to Avondale for the first time in many years. In order to seize this opportunity to do the right and equitable thing for the health and wellbeing of the community, the City of Cincinnati should partner in order to help catalyze this project.

Py Attended	Janichelle Clary
Council Member P.G. Sittenfeld	Council Member Jan-Michele Kearney
W. Land	27
Council Member Wendell Young	

Robert & Finan V Col - Neferral Col



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	Est	imated 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



### Interdepartmental Correspondence Sheet

TO: Mayor and Members of City Council August 5, 2020

**FROM:** Paula Boggs Muething, Interim City Manager

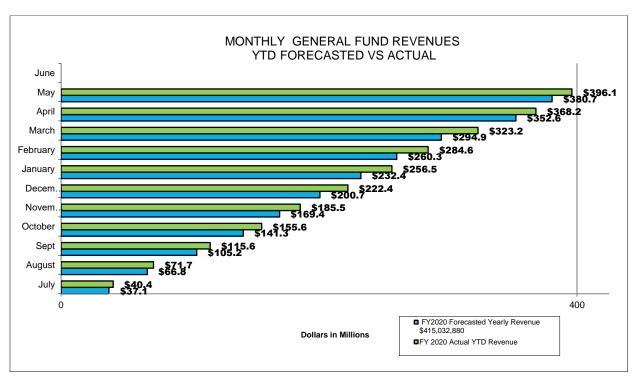
**SUBJECT:** Department of Finance Reports for the Month Ended May 31, 2020

### 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

				Current Year Ac	ctual vs. Forecast	t	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	
Charges for Current Services										
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

<sup>\$ 16,558,040</sup> Transferred to Fund 416

<sup>\$ 524,000</sup> Net transferred from Weather Reserve

<sup>\$ 3,240,000</sup> Transferred to Economic Downturn

<sup>\$ 5,893,295</sup> Net Additional Appropriations \$ 3,240,000 Transferred to Reserve \$ 3,145,000 Transferred to Fund 754 Working Capital Reserve

<sup>501,670</sup> 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)
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
57,634,123.49 (b)	93,909.26	57,634,123.49				46,542,916.30	23.83%	11,091,207.19
149,331,418.00	9,195,035.63	111,147,944.66				109,809,391.09	1.22%	1,338,553.57
		8,457,986.63				8,397,274.96	0.72%	60,711.67
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)
0.00		0.00				1,047,909.00	-100.00%	(1,047,909.00)
9,737,970.33 c)	(270,802.00)	9,737,970.33				7,843,091.74	24.16%	1,894,878.59
8,172,302.00	164,310.77	6,181,258.19				9,905,891.25	-37.60%	(3,724,633.06)
		1,083,778.57				478,026.00	126.72%	605,752.57
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)
1,359,180.00		1,359,180.00				860,470.00	57.96%	498,710.00
3,375,409.46 (d)	0.00	3,375,409.46				2,855,912.28	18.19%	519,497.18
10,387,150.00	594,548.26	7,361,163.31				8,998,078.47	-18.19%	(1,636,915.16)
		1,743,433.56				53,080.65	3184.50%	1,690,352.91
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)
89,740.00		89,740.00				9,219.00	873.42%	80,521.00
2,928,044.12 (e)	(81,406.00)	2,928,044.12				1,463,260.75	100.10%	1,464,783.37
2,261,646.00	115,402.25	1,841,643.03				1,585,109.00	16.18%	256,534.03
		55,109.82				152,956.03	-63.97%	(97,846.21)
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)
						399,800.00	-100.00%	(399,800.00)
837,785.95 (f)	0.00	837,785.95				894,744.44	-6.37%	(56,958.49)
5,560,760.00	451,760.59	4,493,399.68				5,129,389.06	-12.40%	(635,989.38)
		42,607.74				551,487.05	-92.27%	(508,879.31)
	171,000,000.00 57,634,123.49 (b) 149,331,418.00 7,901,500.00 0.00 9,737,970.33 c) 8,172,302.00 9,027,970.00 1,359,180.00 3,375,409.46 (d) 10,387,150.00 2,090,500.00 89,740.00 2,928,044.12 (e) 2,261,646.00 5,900,000.00 837,785.95 (f)	Budgeted         This Month           171,000,000.00         11,523,869.27           57,634,123.49 (b)         93,909.26           149,331,418.00         9,195,035.63           7,901,500.00         385,873.97           0.00         (270,802.00)           8,172,302.00         164,310.77           9,027,970.00         73,958.90           1,359,180.00         3,375,409.46 (d)         0.00           10,387,150.00         594,548.26           2,090,500.00         158,065.40           89,740.00         2,928,044.12 (e)         (81,406.00)           2,261,646.00         115,402.25           5,900,000.00         672,762.65           837,785.95 (f)         0.00	Budgeted         Actual This Month         A Actual YTD           171,000,000.00         11,523,869.27         158,095,070.53           57,634,123.49 (b)         93,909.26         57,634,123.49           149,331,418.00         9,195,035.63         111,147,944.66           8,457,986.63         8,457,986.63           7,901,500.00         385,873.97         6,258,334.63           0.00         0.00           9,737,970.33 c)         (270,802.00)         9,737,970.33           8,172,302.00         164,310.77         6,181,258.19           1,083,778.57         1,083,778.57           9,027,970.00         73,958.90         8,312,858.34           1,359,180.00         3,375,409.46 (d)         0.00         3,375,409.46           10,387,150.00         594,548.26         7,361,163.31         1,743,433.56           2,090,500.00         158,065.40         1,982,769.05         89,740.00           2,928,044.12 (e)         (81,406.00)         2,928,044.12           2,261,646.00         115,402.25         1,841,643.03           55,109.82           5,900,000.00         672,762.65         4,080,726.53           837,785.95 (f)         0.00         837,785.95           5,560,760.00         451,760.59<	Budgeted         Actual This Month         Actual YTD         B Forecast YTD           171,000,000.00         11,523,869.27         158,095,070.53         156,995,100.00           57,634,123.49 (b)         93,909.26         57,634,123.49         111,147,944.66           149,331,418.00         9,195,035.63         111,147,944.66         8,457,986.63           7,901,500.00         385,873.97         6,258,334.63         7,153,227.95           0.00         9,737,970.33 c)         (270,802.00)         9,737,970.33         6,181,258.19           1,083,778.57         1,083,778.57         8,312,858.34         8,049,338.05           1,359,180.00         3,375,409.46 (d)         0.00         3,375,409.46           10,387,150.00         594,548.26         7,361,163.31         1,743,433.56           2,090,500.00         158,065.40         1,982,769.05         1,946,046.45           89,740.00         2,928,044.12 (e)         (81,406.00)         2,928,044.12           2,261,646.00         115,402.25         1,841,643.03         55,109.82           5,900,000.00         672,762.65         4,080,726.53         4,950,100.00           837,785.95 (f)         0.00         837,785.95         4,493,399.68	Budgeted         Actual This Month         Actual YTD         B Forecast YTD         Actual vs. Forecast %           171,000,000.00         11,523,869.27         158,095,070.53         156,995,100.00         0.70%           57,634,123.49 (b)         93,909.26         57,634,123.49         111,147,944.66         8.457,986.63           7,901,500.00         385,873.97         6,258,334.63         7,153,227.95         -12.51%           0.00         9,737,970.33 (c)         (270,802.00)         9,737,970.33         8,172,302.00         164,310.77         6,181,258.19         1,083,778.57           9,027,970.00         73,958.90         8,312,858.34         8,049,338.05         3.27%           1,359,180.00         1,359,180.00         3,375,409.46         7,361,163.31         1,743,433.56           2,090,500.00         158,065.40         1,982,769.05         1,946,046.45         1.89%           89,740.00         2,928,044.12         (e)         (81,406.00)         2,928,044.12         1,841,643.03           2,900,000.00         672,762.65         4,080,726.53         4,950,100.00         -17.56%           837,785.95         (f)         0.00         837,785.95         4,493,399.68	Budgeted         Actual This Month         Actual Actual YTD         Forecast YTD         A/B Actual vs. Forecast %         A/B Actual vs. Forecast % Forecast %           171,000,000.00         11,523,869.27 57,634,123.49 (b) 93,909.26 149,331,418.00         158,095,070.53 156,995,100.00 0.70% 1,099,970.53 111,147,944.66 8,457,986.63         0.7901,500.00 385,873.97 6,258,334.63 7,153,227.95 0.00         -12.51% (894,893.32) 0.00         9,737,970.33 c) (270,802.00) 9,737,970.33 8,172,302.00 164,310.77 6,181,258.19 1,083,778.57         1,083,778.57         3.27% 263,520.29 1,359,180.00 3,375,409.46 (d) 0.00 1,359,180.00 1,359,180.00 1,359,180.00 3,375,409.46 (d) 0.00 3,375,409.46 (d) 0.00 594,548.26 7,361,163.31 1,743,433.56         1,982,769.05 1,946,046.45 1.89% 36,722.60 89,740.00 2,928,044.12 (e) (81,406.00) 2,928,044.12	Rudgeted	Ratual   Cartal   C

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

			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)
STORMWATER MANAGEMENT - #	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	2 - #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

				<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)	
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)	
RECREATION SPECIAL - #323										
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						
				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)	
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	

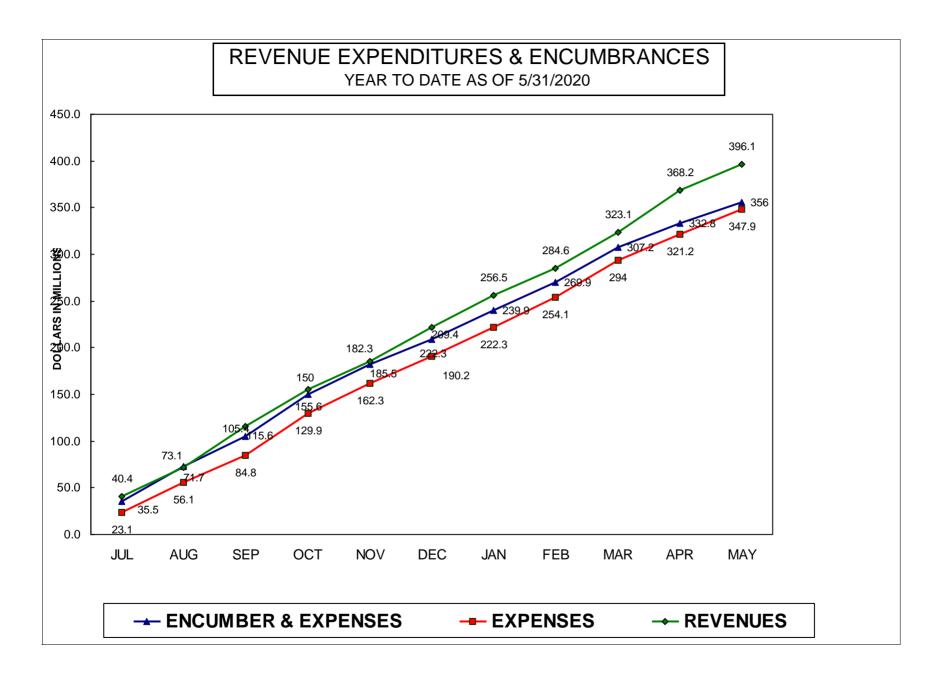
				Current Year Act	tual vs. Forecast	t	Current Year Actual vs. Prior Year Actual		
	Budgeted	Actual This Month	A Actual YTD	B Forecast YTD	A/B Actual vs. Forecast %	A-B Actual vs. Forecast \$Fav(Unfav)	C Actual Prior YTD	A/C Actual YTD vs. Prior YTD %	A-C Actual YTD vs. Prior YTD \$Fav(Unfav)
CINCINNATI HEALTH DISTRICT - #	<b>416</b>								
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

Reconciling Items \$390.51 \$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	nd 050 Appropriations				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 935

**Comments on Expenditures:** 



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

[SPACE ABOVE FOR RECORDER'S USE]		
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 <a href="Exhibit A">Exhibit A</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 " <b>Improvements</b> " and each an ' <b>Improvement</b> ", 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.

{00317312-1}

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, or 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
By:
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

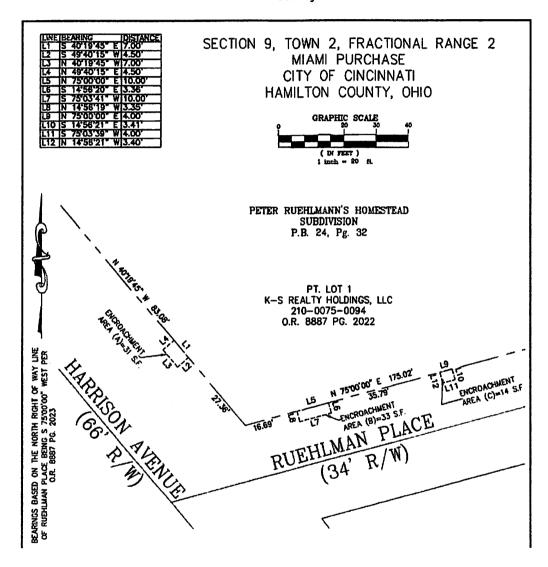
**Auditor's Parcel No.**: 210-0075-0094-00

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 Romestead 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 Mumber One (1) of Peter Ruehlman's Homestead Subdivision, said beginning point also being the northeasterly corner of Harrison Avenue and Tuehlman 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°C0'00" West per O.R. 8887 Pg. 2022.

7

{00317312-1}

# **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 l	law.	
Passed:	, 2020	
		John Cranley, Mayor
Attest:Cler	k	

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.
- 3. 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.

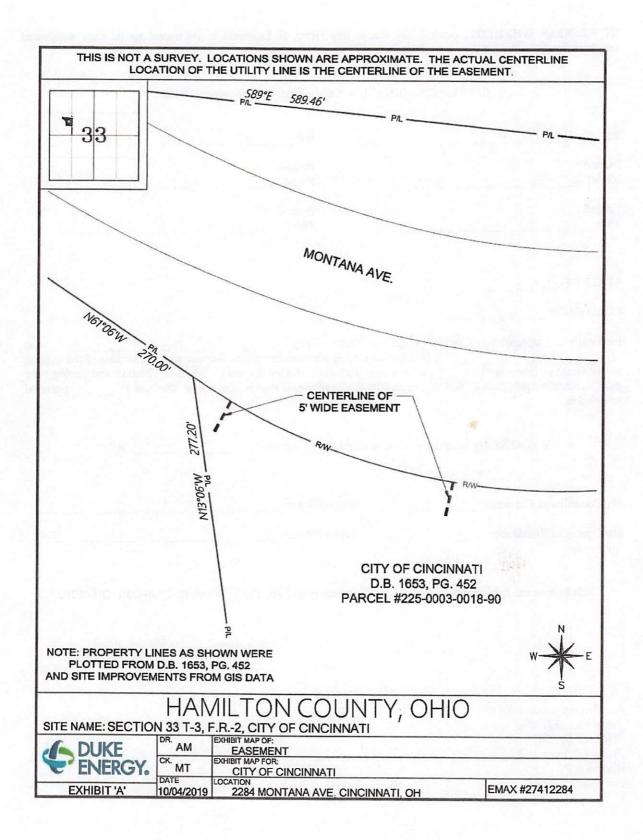
Signature page follows.

IN WITNESS WHEREOF, Grantor has caused representative(s), effective the day of	this Grant of Easement to be signed by its duly authorized, 2019.
CITY OF CINCINNATI,	an Ohio municipal corporation, Grantor
Ву:	By:
Printed Name:	Printed Name:
Printed Title:	Printed Title:
STATE OF ) COUNTY OF )	
of this Grant of Easement by to be a volum	this day and and rized representative(s) of Grantor and acknowledged the signing tary act and deed for and on behalf of Grantor, and having been cons contained therein are true to the best of personal
WITNESS my hand and notarial seal,	, 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

immediate need to	establish the new fund	at the earliest poss	ible time to comply with state law.
Passed:		, 2020	
			John Cranley, Mayor
Attest:	Clerk		



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:		



Date: August 27, 2020

To:

Mayor John Cranley

From:

Andrew W. Garth, Interim City Solicitor

Subject:

Emergency Ordinance - FY 2021 Budget Adjustments: 2020 Census

BWG

**Outreach Efforts** 

Transmitted herewith is an emergency ordinance captioned as follows:

AUTHORIZING the transfer and appropriation of \$100,000 from General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Related Events, Other Emergency and One-Time Needs," to the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7200 for the purpose of providing funds for increased census outreach efforts such as canvassing, rental and landlord outreach, and targeted outreach in the lowest performing Census tracts to ensure that every Greater Cincinnati resident is counted in the 2020 Census; AUTHORIZING the provision of prizes and incentives in the form of gift cards for residents who complete the Census questionnaire as part of the outreach strategy; and DECLARING the use of funds for the purchase of gift cards to be used to encourage census participation to be a public purpose.

AWG/AKS/(lnk) Attachment 318793

# EMERGENCY

# City of Cincinnati

AKS

- 2020

BWG

An Ordinance No.

purpose.

AUTHORIZING the transfer and appropriation of \$100,000 from General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Related Events, Other Emergency and One-Time Needs," to the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7200 for the purpose of providing funds for increased census outreach efforts such as canvassing, rental and landlord outreach, and targeted outreach in the lowest performing Census tracts to ensure that every Greater Cincinnati resident is counted in the 2020 Census; AUTHORIZING the provision of prizes and incentives in the form of gift cards for residents who complete the Census questionnaire as part of the outreach strategy; and DECLARING the use of

WHEREAS, it is critically important to ensure that every Greater Cincinnati resident is counted in the 2020 Census; and

funds for the purchase of gift cards to be used to encourage census participation to be a public

WHEREAS, U.S. Census Bureau has announced that counting operations will end on September 30, 2020, one month before the adjusted COVID-19 pandemic deadline; and

WHEREAS, the use of funds to purchase gift cards to be used to encourage participation in the census is a public purpose as it promotes a complete count of Greater Cincinnati residents; and

WHEREAS, this additional funding will allow for greater outreach in the Cincinnati area and will allow for additional canvassing, rental and landlord outreach, and targeted outreach in the lowest performing Census tracts; now, therefore,

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

Section 1. That the sum of \$100,000 is hereby transferred and appropriated from General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Related Events, Other Emergency and One-Time Needs," to the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7200 for the purpose of providing funds for increased census outreach efforts such as canvassing, rental and landlord outreach, and targeted outreach in the lowest performing Census tracts to ensure that every Greater Cincinnati resident is counted in the 2020 Census.

Section 2. That the administration is authorized to use a portion of this funding to provide prizes and incentives in the form of gift cards for residents who complete the Census questionnaire as part of the outreach strategy.

Section 3. That the use of funds for the purchase of gift cards to be used to encourage census participation is declared to be a public purpose.

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

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 accomplish the authorized transfer and appropriation so that funding is in place to ensure that every Greater Cincinnati resident is counted in the 2020 Census.

, 2020
John Cranley, Mayor
_ <del>_</del>



August 31, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: PROPERTY SALE AND DEVELOPMENT AGREEMENT FOR 1623

PLEASANT STREET

Attached is an Emergency Ordinance captioned as follows:

**AUTHORIZING** the City Manager to execute a *Property Sale and Development Agreement* between the City of Cincinnati and Kunst Development LLC for the sale of City-owned property at 1623 Pleasant Street, located in the Over-The-Rhine neighborhood of Cincinnati, to be redeveloped as 8 market-rate residential rental units.

# BACKGROUND/CURRENT CONDITIONS

1623 Pleasant Street is a City-owned vacant property in the Over-the-Rhine neighborhood. The property contains one historic, blighted, multi-family building that has been vacant and owned by the City since 2004. The Department of Community and Economic Development released a Request for Proposals (RFP) for the sale and development of the property in June 2019. Only one proposal was submitted, which was from Kunst Development, LLC. An evaluation committee reviewed this proposal and unanimously recommended that the RFP be awarded to Kunst Development, LLC in December 2019.

# **DEVELOPER INFORMATION**

Kunst Development is an Over-the-Rhine-based developer, general contractor, and historic tax credit consultant managed by John Blatchford. Kunst specializes in historic renovation of properties and has completed several historic redevelopment projects in Over-the-Rhine as developer (205-7 W McMicken Avenue and 1667 Hamer Street). Kunst has also served as contractor and historic tax credit consultant on over a dozen redevelopment projects in Cincinnati.

Property Sale and Development Agreement 1623 Pleasant Street Page **2** of 3

# PROJECT DESCRIPTION

Kunst Development will purchase the property from the City for the appraised value of \$59,500 and redevelop the vacant, blighted building to create a total of eight (8) residential units (four (4) studio units and four (4) one-bedroom units). The anticipated rents will be \$700 per month for a studio and \$980 per month for a one-bedroom. The renovation will be an entire overhaul including new mechanical systems, electric, plumbing and HVAC, flooring, drywall and paint. Refurbished and new windows will be installed along with new cabinets and counters. The renovation will be attentive to historic detail and the developer will pursue state and federal historic tax credits.

Total project cost is estimated at \$644,383 and construction will be completed in 13 months. The project will be funded with developer equity and state and federal historic tax credit equity.

On July 27, 2020, Over-the-Rhine Community Council voted in support of this sale and City Planning Commission approved the sale on August 7, 2020. The project will help achieve Plan Cincinnati's goals of improving housing quality and creating a more livable community by restoring a long vacant property to productive use in the Over-the-Rhine neighborhood.

# PROPOSED INCENTIVE

DCED is recommending a sale of the property to Kunst Development LLC at the appraised value of \$59,500. The project will receive no direct City incentive.

# 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: Location and Photographs**



Property Location



1623 Pleasant Street

# **EMERGENCY**

# City of Cincinnati

An Ordinance No.

- 2020

AUTHORIZING the City Manager to execute a Property Sale and Development Agreement between the City of Cincinnati and Kunst Development LLC for the sale of City-owned real property at 1623 Pleasant Street, located in the Over-The-Rhine neighborhood of Cincinnati, to be redeveloped as 8 market-rate residential rental units.

WHEREAS, the City of Cincinnati is the fee owner of the vacant property located at 1623 Pleasant Street (the "Property"), as further described in the Property Sale and Development Agreement attached to this ordinance as Attachment A (the "Development Agreement"), and which is under the management and control of the City's Department of Community and Economic Development; and

WHEREAS, pursuant to a Request for Proposals (RFP723CEDPLEASANT), issued by the City on June 19, 2019, Kunst Development LLC ("Purchaser") submitted a proposal for redevelopment of the Property; and

WHEREAS, the City determined that Purchaser's proposal is the most suitable and advantageous for the City, which proposal involves renovation of the Property into 8 market-rate residential rental units (the "Project"), which will create jobs and housing opportunities and improve the economic welfare of the City; and

WHEREAS, the City desires that the Property be put to its highest and best use; and

WHEREAS, the City has determined that: (i) the Property is not needed for municipal purposes; and (ii) the City's sale of its interest in the Property is in the best interest of the City as it will alleviate the City's burden of owning the vacant building on the Property; and

WHEREAS, the fair market value of the City's interest in the Property, as determined by appraisal by the City's Real Estate Services Division, is approximately \$59,500.00, and Purchaser has agreed to pay that price; 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, the City has determined that the City's sale of the Property to Purchaser to facilitate the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents, and is consistent with the public purposes and provisions of applicable federal, state, and local laws and regulations; and

WHEREAS, City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the City's sale of the Property at its meeting on August 7, 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*, in substantially the form attached to this ordinance as Attachment A (the "Development Agreement"), with Kunst Development LLC ("Purchaser"), which provides for the City's sale of its interest in the real property located at 1623 Pleasant Street, as further described in the Development Agreement (the "Property").

Section 2. That the Property is not needed for municipal purposes.

Section 3. That the fair market value of the City's interest in the Property, as determined by appraisal by the City's Real Estate Services Division, is approximately \$59,500.00, which Purchaser has agreed to pay.

Section 4. That the City solicited and reviewed development proposals for the development of the Property through an open and public process and determined and selected Developer's development proposal as being the most suitable and advantageous to the City.

Section 5. That the proceeds from the sale of the 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 6. 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 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 the Development

Agreement, including, without limitation, executing all ancillary agreements, amendments, plats,

deeds, terminations, releases, and other documents.

Section 8. That this ordinance shall be an emergency measure necessary for the

preservation of the public peace, health, safety, and general welfare and shall, subject to the

terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the

emergency is to enable the City's sale of the Property to occur as soon as possible to enable the

Purchaser to promptly move forward with the redevelopment of the Property, which will result in

the stimulation of economic growth and additional housing units in the Over-the-Rhine

neighborhood at the earliest possible date.

Clerk

Passed:	, 2020	
	_	John Cranley, Mayor
Δ ttest.		

3

# ATTACHMENT A

Contract No.	

## PROPERTY SALE AND DEVELOPMENT AGREEMENT

between the

## **CITY OF CINCINNATI**

and

## **KUNST DEVELOPMENT LLC**

Project Name: 1623 Pleasant Street

(sale of a vacant building in Over-the-Rhine for renovation into multi-family housing)

#### 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 KUNST DEVELOPMENT LLC, an Ohio limited liability company, with a mailing address of 207 W. McMicken Avenue, Cincinnati, Ohio 45214 ("Developer").

#### Recitals:

- A. The City owns certain real property located at 1623 Pleasant Street in the Over-the-Rhine neighborhood, which property contains a vacant three-story structure and is more particularly described on <u>Exhibit A</u> (*Legal Description*) hereto (the "**Property**"). The Property is under the management and control of the Department of Community and Economic Development ("**DCED**").
- B. The City desires to sell the Property to be redeveloped into a more productive use, and on June 19, 2019, the City issued a request for proposals (RFP723CEDPLEASANT) to solicit offers to purchase and redevelop the Property.
- C. The City determined that Developer's proposal is the most advantageous for the City, which proposal involves the renovation of the structure on the Property into 8 market-rate, multi-family residential rental units at a total project cost, excluding property acquisition costs, of approximately \$584,883.00 (the "**Project**"). The Project is more particularly described on Exhibit B (*Scope of Work and Budget*) hereto.
- D. The City's Real Estate Services Division appraised the Property and has determined that its fair market value is approximately \$59,500.00, which price Developer has agreed to pay.
- E. 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.
- F. 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.
- G. The City has determined that (i) the 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 (iii) the City's sale of the Property to Developer to renovate the structure on the Property into 8 market-rate, multi-family residential rental units, is consistent with the City's objective of creating good quality housing options within the Over-the-Rhine Historic District, thereby contributing to the social and economic viability and stability of the neighborhood.
- H. City Planning Commission, having the authority to recommend the change in the use of Cityowned property, approved the sale of the Property to Developer at its meeting on August 7, 2020.

I.	Execution	of this	Agreement	was	authorized	by	Cincinnati	City	Council I	by	Ordinance	No.
2020,	passed on _		, 2020.									

NOW, THEREFORE, the parties agree as follows:

1. <u>Purchase Price; Condition of Property</u>. Subject to the terms and conditions set forth herein, the City hereby agrees to sell the Property to Developer, and Developer hereby agrees to purchase the Property from the City, for a purchase price of \$59,500.00 (the "Purchase Price"). Developer {00307892-2}

acknowledges that it is familiar with the condition of the Property and, at Closing, the City shall convey the Property to Developer in "as is" condition. The City makes no representations or warranties to Developer with respect to the condition of the 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 Property.

#### 2. Closing.

- (A) <u>Closing Date</u>. Subject to the terms and conditions herein, the purchase of the Property by Developer and the sale and conveyance of the Property by the City to Developer (the "**Closing**") shall take place on (i) **September 30, 2020** or (ii) on such earlier or later date as the parties may agree upon once both parties agree that the Closing Conditions (as defined below) are reasonably satisfied.
- (B) <u>Conditions</u>. The Closing shall not occur unless and until each of the following conditions ("Closing Conditions") has been satisfied, or waived in writing by the City, at the City's sole discretion:
  - (i) Financing: The City's receipt of a satisfactory loan commitment or letter from Developer's lender or other documentation evidencing that Developer has secured or will be able to secure all financing or other funds necessary to complete the Project; and
  - (ii) Zoning Entitlements: Zoning approval of Developer's development plans associated with the Project, including, but not limited to, a certificate of appropriateness required for securing a building permit in a locally designated historic district:
  - (iii) Final Plans: Developer has submitted to DCED and DCED has approved the final plans for the Project;
  - (iv) Final Budget & Construction Contract: The City's receipt of a final construction bid and a final budget for construction of the Project, and an executed copy of Developer's construction contract with Developer's general contractor for the Project.
  - (v) Other Due Diligence Documentation: Developer has delivered to the City all reasonably requested due diligence documentation related to the Property or Project, and the City has approved the contents and form of all such documentation;
  - (vi) Project Completion: 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
  - (vii) Continued Compliance: 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 due diligence and investigations and documents for the Closing shall be performed and obtained, as the case may be, at no cost to the City. If Developer desires to enter upon the 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>Right to Terminate</u>. If the Closing Conditions have not been satisfied or waived and the Closing has not occurred by **January 31, 2021**, then the City shall have the right to terminate this Agreement by giving written notice thereof to Developer, whereupon this Agreement and all rights and obligations of the parties hereunder shall immediately terminate.
- (D) <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 Property to Developer by Quitclaim Deed in the form of <u>Exhibit C</u> (*Quitclaim Deed*) hereto. Developer shall pay all conveyance fees, transfer taxes, recording fees, title exam fees, title insurance premiums, settlement fees, and any and all other closing costs associated with the Closing such that the City shall not be required to come up with any funds for the Closing.
- (E) <u>Miscellaneous Closing Provisions</u>. 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 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 Property "as is." 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. Developer shall not sell or transfer title to the 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.
- (F) <u>Maintenance of Property Between Closing and Prior to Construction Commencement.</u>
  Between the Closing and Construction Commencement (as defined below), Developer, at no expense to the City, shall cause the Property to conform to the minimum standards of safety and structural integrity set forth in Cincinnati Municipal Code Section 1101-79.4, "Vacated Building Maintenance Standards."
- (G) Environmental Indemnity. As a material inducement to the City to enter into this Agreement, Developer does hereby agree that, with respect to any environmental condition on or otherwise affecting the Property that exists at or prior to the time of the City's execution of this Agreement (herein, a "Pre-existing Environmental Condition"), and regardless of whether or not such Pre-existing Environmental Condition is described in any environmental assessment or any other environmental report that may have been previously furnished by Developer to the City or otherwise obtained by the City, Developer shall (i) at no expense to the City, promptly take all steps necessary to remediate such Pre-existing Environmental Condition, within a reasonable time after discovery, to the satisfaction of the City's Office of Environment and Sustainability, and (ii) defend, indemnify, and hold the City harmless from and against any and all actions, suits, claims, losses, costs (including without limitation reasonable attorneys' fees), demands, judgments, liability, and damages suffered or incurred by or asserted against the City as a result of or arising from any such Pre-existing Environmental Condition. Developer's remediation and indemnity obligations under this paragraph shall survive the completion of the Project.
- 3. <u>Commencement and Completion of Project; Re-conveyance of Property to City Upon Failure to Timely Commence or Complete Construction.</u>

- (A) <u>Commencement and Completion of Construction</u>. Following Closing, Developer shall (i) (a) apply for and receive the required building permits from the City's Department of Buildings and Inspections for construction of the Project and (b) commence on-site construction of the Project in accordance with the City-approved plans (the "Construction Commencement") no later than June 1, 2021 (the "Commencement Deadline") and (ii) complete construction of the Project (as evidenced by a certificate of occupancy for the Project) in accordance with the City-approved plans and all other City approvals (the "Construction Completion") no later than June 1, 2022 (the "Completion Deadline"); provided however, the City may, upon Developer's request and at the City's sole discretion, extend the Commencement Deadline or the Completion Deadline, in either case for up to a maximum of nine (9) additional months, with any such extension effective upon written approval by the Director of DCED.
- (B) <u>First Repurchase Option</u>. As memorialized in the Quitclaim Deed, if Construction Commencement has not occurred on or before the Commencement Deadline, the City by written notice to Developer delivered prior to the date of Construction Commencement, shall have the option to repurchase the Property for the Purchase Price 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 ("**First Repurchase Option**"), exercisable by giving written notice thereof to Developer at any time after the Commencement Deadline, but in any case prior to the date of Construction Commencement. The City's right to repurchase once timely exercised shall survive any subsequent Construction Commencement. At such time as the City no longer has the right of the First Repurchase Option and after written request by Developer, the City shall execute and deliver to Developer a recordable release of the City's First Repurchase Option.
- (C) Second Repurchase Option. As memorialized in the Quitclaim Deed, if Construction Completion has not occurred on or before the Completion Deadline, the City shall have the option to repurchase the Property for the Purchase Price 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 ("Second Repurchase Option"), exercisable by giving written notice thereof to Developer at any time after the Completion Deadline, but prior to the date of Construction Completion. For clarity, if at anytime the Developer has achieved Construction Completion prior to the City exercising its Second Repurchase Option, then the City's Second Repurchase Option shall automatically terminate. If the City exercises the Second Repurchase Option and the Property is at that time encumbered by any lien or encumbrance not in existence on the Property at the time of Closing, including an interest granted to a lender as security for construction financing for the Project, the City may choose to accept the Property subject to such lien or encumbrance and the Developer shall promptly repay to such third parties the amount required for it to release its interest in the Property. Should Developer not comply with its obligations under this section, in addition to other remedies or rights the City may have under this Agreement or applicable law, the Developer shall compensate the City for any expense, including reasonable attorneys' fees, incurred by the City to accomplish the release of such lien or encumbrance. At such time as the City no longer has the right of the Second Repurchase Option and after written request by Developer, the City shall execute and deliver to Developer a recordable release of the City's Second Repurchase Option.
- (D) <u>Plans and Specifications</u>. Developer shall complete the Project in accordance with City-approved plans and specifications that are consistent with <u>Exhibit B</u>. 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.
- (E) <u>Contractors and Subcontractors</u>. In performing work on the 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.
- (F) <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.

- (G) <u>Inspection of Work</u>. During construction at the 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.
- (H) <u>Mechanics Liens</u>. Developer shall not permit any mechanics' liens or other liens to be filed against the 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.
- (I) 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 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 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 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; or
- (iii) The filing of any bankruptcy or insolvency proceedings against Developer, or the appointment of a receiver (temporary or permanent) for Developer, or the attachment of, levy upon, or seizure by legal process of any of Developer's property, that, in each such event, is not released within 60 days after the filing thereof.
- (B) Remedies. Upon the occurrence of an event of default under this Agreement, the City shall be entitled to: (i) demand immediate repayment of all previously disbursed funds if this Agreement provides for City funding, (ii) 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:

To Developer:

City of Cincinnati
Dept of Community & Economic Development
805 Central Avenue, Suite 700
Cincinnati, OH 45202

Kunst Development LLC c/o John Blatchford 207 W. McMicken Avenue Cincinnati, OH 45214

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) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. All actions regarding this Agreement shall be brought in the Hamilton County Court of Common Pleas, and Developer agrees that venue in such court is proper. Developer hereby waives trial by jury with respect to any and all disputes arising under this Agreement.
- (E) <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 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.
- 11. <u>Coordinated Report Conditions</u>. Per CR #30-2019, Developer shall abide by the following additional conditions:
- (A) <u>Metropolitan Sewer District of Greater Cincinnati</u>. A Request for Availability for Sewer Service will be required for a future project, parking area proposal, or redevelopment project, if not already requested.
- (B) <u>Greater Cincinnati Water Works</u>. There is an inactive 5/8-inch lead water service branch (H-9537) attached to the Property. Because the existing branch is lead, it cannot be repurchased or reactivated. The Developer will need to purchase a new water service branch for the Property. If in the future, the Developer determines the existing water system does not meet their fire and/or domestic water demands, then the petitioner may need to upgrade the water mains in their area to meet their future water demands. The Greater Cincinnati Water Works approval of the sale of the Property in no way relieves Developer of their responsibility to potentially upgrade the water system to meet future fire and domestic water demands. This work will be performed at the expense of Developer and not at the expense of Greater Cincinnati Water Works.
  - 12. Exhibits. The following exhibits are attached hereto and made a part hereof:

Exhibit A - Legal Description

Exhibit B - Scope of Work, Budget, and Source of Funds

Exhibit C - Quitclaim Deed

Exhibit D - 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 KUNST DEVELOPMENT LLC** By: \_\_\_\_\_ Paula Boggs Muething, Interim City Manager Name: \_\_\_\_ Date: \_\_\_\_\_, 2020 Title: Date: \_\_\_\_\_, 2020 Recommended by: Markiea L. Carter, Interim Director Department of Community and Economic Development Approved by: Jennifer B. Mackenzie, Interim Director Department of Economic Inclusion Approved as to Form: **Assistant City Solicitor** Certified Date: Fund/Code: \_\_\_\_\_ Amount: \_\_\_\_\_ Karen Alder, City Finance Director

## **EXHIBIT A**

## to Property Sale and Development Agreement

## Legal Description

**Auditor's Parcel No.**: 0094-0008-0030

Property Address: 1623 Pleasant Street, Cincinnati, Ohio 45202

Situate in Section 13, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Beginning at a point in the west line of Pleasant Street, 60.13 feet south of the southwest corner of Pleasant Street and Green Street; thence South 16° east 20.05 feet along the west line of Pleasant Street; thence South 73° 51' west 85.00 feet; thence north 16° west 20.05 feet; thence north 73° 51' east 85.00 feet to the point of beginning.

#### **EXHIBIT B**

## to Property Sale and Development Agreement

### Scope of Work and Budget

#### I. SCOPE OF WORK

Kunst Development will redevelop the vacant, blighted building located at 1623 Pleasant. The project will create 8 residential units (4 studio units and 4 one-bedroom units) to be rented at market rates. The renovation will be an entire overhaul including new mechanical systems, electric, plumbing and HVAC, flooring, drywall and paint, and exterior paint. Refurbished and new windows, new cabinets and counters will be installed. Energy efficiency measures such as low-flow plumbing, 100% LED lighting, and wall-mounted heating and air-conditioning will also be installed. The renovation will be attentive to historic detail and the project will pursue state and/or federal historic tax credits. Total project cost is estimated at \$644,383 and will be completed in approximately 13 months.

#### II. BUDGET; SOURCE OF FUNDS

	1623 Pleasant
Acquisition	59,500
Architect	11,226
Permits and Fees	5,785
Tax Credit Fees	4,000
Loan Interest	21,964
Closing and Legal Fees	13,809
Contractor Overhead	43,929
Contingency	65,893
Roofing	9,281
Demolition/Cleanout	6,551
Masonry	10,000
Heavy Utilities	10,000
Rough Carpentry	16,000
Windows	20,400
Plumbing	28,800
HVAC	43,550
Electric	69,648
Fire Escape	3,000
Fire Separation	1,820
Insulation	5,459
Plaster	9,000
Drywall	24,814
Site Work	2,010
Flooring	17,251
Tile	18,000
Doors	5,400

Finish Carpentry	12,738
Paint	15,468
Cabinets, Counters, Shelves	33,600
Plumbing Fixtures, Bath	11,200
Lighting	4,800
Appliances	22,960
Construction Insurance	4,080
Construction Property Tax	2,010
Construction Utilities	437
Furnishing/Finishing	5,000
Marketing	5,000
Total	644,383

## **SOURCES**

Type	Source	Amount
Developer Equity	Kunst Development	644,383

Developer has full funding required for the project in cash but will also seek other sources of funding including historic tax credits and long-term bank financing.

## **EXHIBIT C**

to Property Sale and Development Agreement

# FORM OF QUITCLAIM DEED

[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 KUNST DEVELOPMENT LLC, an Ohio limited liability company, with a mailing address of 207 W. McMicken Avenue, Cincinnati, OH 45214 ("Grantee"), all of the City's right, title and interest in and to the real property described below (the "Property"):
Property Address: 1623 Pleasant Street, Cincinnati, OH 45202 Auditor's parcel: 0094-0008-0030 Legal Description: See Exhibit A hereto Prior Instrument Reference: Official Record 09819, Page 2791 Hamilton County, Ohio Records.
Re-conveyance to City upon Failure to Timely Commence Construction or Complete Construction: 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.
<b>Exhibits</b> . The following exhibits are attached hereto and made a part hereof: Exhibit A - Legal Description
[SIGNATURE PAGE FOLLOWS]

Executed on	, 2020.
	CITY OF CINCINNATI
	By:Paula Boggs Muething, Interim City Manager
STATE OF OHIO )	SS:
COUNTY OF HAMILTON )	55.
Paula Boggs Muething, Int on behalf of the municipal	ument was acknowledged before me this day of, 2020 by erim City Manager of the CITY OF CINCINNATI, an Ohio municipal corporation, corporation. The notarial act certified hereby is an acknowledgment. No oath or ed to the signer with regard to the notarial act certified to hereby.
	Notary Public My commission expires:
Approved as to Form:	
Assistant City Solicitor	
This instrument prepared I	y:
City of Cincinnati Law Dep 801 Plum Street, Suite 214 Cincinnati, Ohio 45202	

#### **EXHIBIT A**

#### to Quitclaim Deed

## Legal Description

**Auditor's Parcel No.**: 0094-0008-0030

Property Address: 1623 Pleasant Street, Cincinnati, Ohio 45202

Situate in Section 13, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Beginning at a point in the west line of Pleasant Street, 60.13 feet south of the southwest corner of Pleasant Street and Green Street; thence South 16° east 20.05 feet along the west line of Pleasant Street; thence South 73° 51' west 85.00 feet; thence north 16° west 20.05 feet; thence north 73° 51' east 85.00 feet to the point of beginning.

#### **EXHIBIT D**

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

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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) <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) 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:
  - "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, http://cincinnati.diversitycompliance.com.) Developer and its general contractor may refer interested firms to the Department of Economic Inclusion for review and possible certification as an SBE, and applications may also be obtained from such web page. If the SBE program is applicable to this Agreement, as described in clause (i) above, Developer agrees to take (or cause its general contractor to take) at least the following affirmative steps:
  - (1) Including qualified SBEs on solicitation lists.
  - (2) Assuring that SBEs are solicited whenever they are potential sources. Contractor must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials or to bid on construction contracts for the Project. Contractor is encouraged to use the internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot be used as substitutes for the above.
  - (3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

- (4) When needs permit, establishing delivery schedules that will encourage participation by SBEs.
- (iii) Subject to clause (i) above, if any subcontracts are to be let, Developer shall require the prime contractor to take the above affirmative steps.
- (iv) Subject to clause (i) above, Developer shall provide to the City, prior to commencement of the Project, a report listing all of the contractors and subcontractors for the Project, including information as to the owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. Developer or its general contractor shall update the report monthly by the 15th. Developer or its general contractor shall enter all reports required in this subsection via the City's web page referred to in clause (i) above or any successor site or system the City uses for this purpose. Upon execution of this Agreement, Developer and its general contractor shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.
- (v) Subject to clause (i) above, Developer and its general contractor shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City shall have the right to review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the affiant pursuant to Section 2921.12, Ohio Revised Code.
- (vi) Subject to clause (i) above, failure of Developer or its general contractor to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach the minimum percentage goals for SBE participation as set forth in Cincinnati Municipal Code Chapter 323, may be construed by the City as failure of Developer to use best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this section.

#### (G) Equal Employment Opportunity.

- (i) Applicability. Chapter 325 of the Cincinnati Municipal Code (Equal Employment Opportunity) applies (a) where the City expends more than \$5,000 under a non-construction contract, or (b) where the City spends or receives over \$5,000 to (1) employ another party to construct public improvements, (2) purchase services, or (3) lease any real or personal property to or from another party. Chapter 325 of the Municipal Code does not apply where the contract is (a) for the purchase of real or personal property to or from another party, (b) for the provision by the City of services to another party, (c) between the City and another governmental agency, or (d) for commodities such as utilities.
- (ii) <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) Compliance with the Immigration and Nationality Act. In the performance of its construction obligations under this Agreement, Developer shall comply with the following provisions of the federal Immigration and Nationality Act: 8 U.S.C.A. 1324a(a)(1)(A) and 8 U.S.C.A. 1324a(a)(2). Compliance or noncompliance with those provisions shall be solely determined by final determinations resulting from the

actions by the federal agencies authorized to enforce the Immigration and Nationality Act, or by determinations of the U.S.

- (J) <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) <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, {00307892-2}

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) <u>Electric Vehicle Charging Stations in Garages</u>.

(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.

Contract No	
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## PROPERTY SALE AND DEVELOPMENT AGREEMENT

between the

## **CITY OF CINCINNATI**

and

## **KUNST DEVELOPMENT LLC**

Project Name: 1623 Pleasant Street

(sale of a vacant building in Over-the-Rhine for renovation into multi-family housing)

#### 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 KUNST DEVELOPMENT LLC, an Ohio limited liability company, with a mailing address of 207 W. McMicken Avenue, Cincinnati, Ohio 45214 ("Developer").

#### Recitals:

- A. The City owns certain real property located at 1623 Pleasant Street in the Over-the-Rhine neighborhood, which property contains a vacant three-story structure and is more particularly described on <a href="Exhibit A"><u>Exhibit A (Legal Description)</u></a>) hereto (the "**Property**"). The Property is under the management and control of the Department of Community and Economic Development ("**DCED**").
- B. The City desires to sell the Property to be redeveloped into a more productive use, and on June 19, 2019, the City issued a request for proposals (RFP723CEDPLEASANT) to solicit offers to purchase and redevelop the Property.
- C. The City determined that Developer's proposal is the most advantageous for the City, which proposal involves the renovation of the structure on the Property into 8 market-rate, multi-family residential rental units at a total project cost, excluding property acquisition costs, of approximately \$584,883.00 (the "**Project**"). The Project is more particularly described on Exhibit B (Scope of Work and Budget) hereto.
- D. The City's Real Estate Services Division appraised the Property and has determined that its fair market value is approximately \$59,500.00, which price Developer has agreed to pay.
- E. 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.
- F. 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.
- G. The City has determined that (i) the 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 (iii) the City's sale of the Property to Developer to renovate the structure on the Property into 8 marketrate, multi-family residential rental units, is consistent with the City's objective of creating good quality housing options within the Over-the-Rhine Historic District, thereby contributing to the social and economic viability and stability of the neighborhood.
- H. City Planning Commission, having the authority to recommend the change in the use of Cityowned property, approved the sale of the Property to Developer at its meeting on August 7, 2020.

I.	Execution	of this	Agreement	was	authorized b	ру	Cincinnati	City	Council b	y (	Ordinance	No.
2020, p	assed on		, 2020.									

NOW, THEREFORE, the parties agree as follows:

1. <u>Purchase Price; Condition of Property</u>. Subject to the terms and conditions set forth herein, the City hereby agrees to sell the Property to Developer, and Developer hereby agrees to purchase the Property from the City, for a purchase price of \$59,500.00 (the "Purchase Price"). Developer {00307892-2}

acknowledges that it is familiar with the condition of the Property and, at Closing, the City shall convey the Property to Developer in "as is" condition. The City makes no representations or warranties to Developer with respect to the condition of the 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 Property.

#### 2. Closing.

- (A) <u>Closing Date</u>. Subject to the terms and conditions herein, the purchase of the Property by Developer and the sale and conveyance of the Property by the City to Developer (the "**Closing**") shall take place on (i) **September 30, 2020** or (ii) on such earlier or later date as the parties may agree upon once both parties agree that the Closing Conditions (as defined below) are reasonably satisfied.
- (B) <u>Conditions</u>. The Closing shall not occur unless and until each of the following conditions ("**Closing Conditions**") has been satisfied, or waived in writing by the City, at the City's sole discretion:
  - (i) Financing: The City's receipt of a satisfactory loan commitment or letter from Developer's lender or other documentation evidencing that Developer has secured or will be able to secure all financing or other funds necessary to complete the Project; and
  - (ii) Zoning Entitlements: Zoning approval of Developer's development plans associated with the Project, including, but not limited to, a certificate of appropriateness required for securing a building permit in a locally designated historic district;
  - (iii) Final Plans: Developer has submitted to DCED and DCED has approved the final plans for the Project;
  - (iv) Final Budget & Construction Contract: The City's receipt of a final construction bid and a final budget for construction of the Project, and an executed copy of Developer's construction contract with Developer's general contractor for the Project.
  - (v) Other Due Diligence Documentation: Developer has delivered to the City all reasonably requested due diligence documentation related to the Property or Project, and the City has approved the contents and form of all such documentation;
  - (vi) Project Completion: 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
  - (vii) Continued Compliance: 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 due diligence and investigations and documents for the Closing shall be performed and obtained, as the case may be, at no cost to the City. If Developer desires to enter upon the 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>Right to Terminate</u>. If the Closing Conditions have not been satisfied or waived and the Closing has not occurred by **January 31**, **2021**, then the City shall have the right to terminate this Agreement by giving written notice thereof to Developer, whereupon this Agreement and all rights and obligations of the parties hereunder shall immediately terminate.
- (D) <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 Property to Developer by Quitclaim Deed in the form of <u>Exhibit C</u> (*Quitclaim Deed*) hereto. Developer shall pay all conveyance fees, transfer taxes, recording fees, title exam fees, title insurance premiums, settlement fees, and any and all other closing costs associated with the Closing such that the City shall not be required to come up with any funds for the Closing.
- (E) <u>Miscellaneous Closing Provisions</u>. 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 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 Property "as is." 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. Developer shall not sell or transfer title to the 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.
- (F) <u>Maintenance of Property Between Closing and Prior to Construction Commencement.</u> Between the Closing and Construction Commencement (as defined below), Developer, at no expense to the City, shall cause the Property to conform to the minimum standards of safety and structural integrity set forth in Cincinnati Municipal Code Section 1101-79.4, "Vacated Building Maintenance Standards."
- (G) Environmental Indemnity. As a material inducement to the City to enter into this Agreement, Developer does hereby agree that, with respect to any environmental condition on or otherwise affecting the Property that exists at or prior to the time of the City's execution of this Agreement (herein, a "Pre-existing Environmental Condition"), and regardless of whether or not such Pre-existing Environmental Condition is described in any environmental assessment or any other environmental report that may have been previously furnished by Developer to the City or otherwise obtained by the City, Developer shall (i) at no expense to the City, promptly take all steps necessary to remediate such Pre-existing Environmental Condition, within a reasonable time after discovery, to the satisfaction of the City's Office of Environment and Sustainability, and (ii) defend, indemnify, and hold the City harmless from and against any and all actions, suits, claims, losses, costs (including without limitation reasonable attorneys' fees), demands, judgments, liability, and damages suffered or incurred by or asserted against the City as a result of or arising from any such Pre-existing Environmental Condition. Developer's remediation and indemnity obligations under this paragraph shall survive the completion of the Project.
- 3. <u>Commencement and Completion of Project; Re-conveyance of Property to City Upon Failure to Timely Commence or Complete Construction</u>.

- (A) <u>Commencement and Completion of Construction</u>. Following Closing, Developer shall (i) (a) apply for and receive the required building permits from the City's Department of Buildings and Inspections for construction of the Project and (b) commence on-site construction of the Project in accordance with the City-approved plans (the "Construction Commencement") no later than June 1, 2021 (the "Commencement Deadline") and (ii) complete construction of the Project (as evidenced by a certificate of occupancy for the Project) in accordance with the City-approved plans and all other City approvals (the "Construction Completion") no later than June 1, 2022 (the "Completion Deadline"); provided however, the City may, upon Developer's request and at the City's sole discretion, extend the Commencement Deadline or the Completion Deadline, in either case for up to a maximum of nine (9) additional months, with any such extension effective upon written approval by the Director of DCED.
- (B) <u>First Repurchase Option</u>. As memorialized in the Quitclaim Deed, if Construction Commencement has not occurred on or before the Commencement Deadline, the City by written notice to Developer delivered prior to the date of Construction Commencement, shall have the option to repurchase the Property for the Purchase Price 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 ("**First Repurchase Option**"), exercisable by giving written notice thereof to Developer at any time after the Commencement Deadline, but in any case prior to the date of Construction Commencement. The City's right to repurchase once timely exercised shall survive any subsequent Construction Commencement. At such time as the City no longer has the right of the First Repurchase Option and after written request by Developer, the City shall execute and deliver to Developer a recordable release of the City's First Repurchase Option.
- Second Repurchase Option. As memorialized in the Quitclaim Deed, if Construction Completion has not occurred on or before the Completion Deadline, the City shall have the option to repurchase the Property for the Purchase Price 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 ("Second Repurchase Option"), exercisable by giving written notice thereof to Developer at any time after the Completion Deadline, but prior to the date of Construction Completion. For clarity, if at anytime the Developer has achieved Construction Completion prior to the City exercising its Second Repurchase Option, then the City's Second Repurchase Option shall automatically terminate. If the City exercises the Second Repurchase Option and the Property is at that time encumbered by any lien or encumbrance not in existence on the Property at the time of Closing, including an interest granted to a lender as security for construction financing for the Project, the City may choose to accept the Property subject to such lien or encumbrance and the Developer shall promptly repay to such third parties the amount required for it to release its interest in the Property. Should Developer not comply with its obligations under this section, in addition to other remedies or rights the City may have under this Agreement or applicable law, the Developer shall compensate the City for any expense, including reasonable attorneys' fees, incurred by the City to accomplish the release of such lien or encumbrance. At such time as the City no longer has the right of the Second Repurchase Option and after written request by Developer, the City shall execute and deliver to Developer a recordable release of the City's Second Repurchase Option.
- (D) <u>Plans and Specifications</u>. Developer shall complete the Project in accordance with City-approved plans and specifications that are consistent with <u>Exhibit B</u>. 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.
- (E) <u>Contractors and Subcontractors</u>. In performing work on the 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.
- (F) <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.

- (G) <u>Inspection of Work</u>. During construction at the 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.
- (H) <u>Mechanics Liens</u>. Developer shall not permit any mechanics' liens or other liens to be filed against the 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.
- (I) 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 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 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 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; or
- (iii) The filing of any bankruptcy or insolvency proceedings against Developer, or the appointment of a receiver (temporary or permanent) for Developer, or the attachment of, levy upon, or seizure by legal process of any of Developer's property, that, in each such event, is not released within 60 days after the filing thereof.
- (B) Remedies. Upon the occurrence of an event of default under this Agreement, the City shall be entitled to: (i) demand immediate repayment of all previously disbursed funds if this Agreement provides for City funding, (ii) 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:

#### To Developer:

City of Cincinnati Dept of Community & Economic Development 805 Central Avenue, Suite 700 Cincinnati, OH 45202 Kunst Development LLC c/o John Blatchford 207 W. McMicken Avenue Cincinnati, OH 45214

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 Property.
- (J) No Recording. 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.
- **11. Coordinated Report Conditions**. Per CR #30-2019, Developer shall abide by the following additional conditions:
- (A) <u>Metropolitan Sewer District of Greater Cincinnati</u>. A Request for Availability for Sewer Service will be required for a future project, parking area proposal, or redevelopment project, if not already requested.
- (B) <u>Greater Cincinnati Water Works</u>. There is an inactive 5/8-inch lead water service branch (H-9537) attached to the Property. Because the existing branch is lead, it cannot be repurchased or reactivated. The Developer will need to purchase a new water service branch for the Property. If in the future, the Developer determines the existing water system does not meet their fire and/or domestic water demands, then the petitioner may need to upgrade the water mains in their area to meet their future water demands. The Greater Cincinnati Water Works approval of the sale of the Property in no way relieves Developer of their responsibility to potentially upgrade the water system to meet future fire and domestic water demands. This work will be performed at the expense of Developer and not at the expense of Greater Cincinnati Water Works.
  - **12.** Exhibits. The following exhibits are attached hereto and made a part hereof:

Exhibit A - Legal Description

Exhibit B - Scope of Work, Budget, and Source of Funds

Exhibit C - Quitclaim Deed

Exhibit D - 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 **KUNST DEVELOPMENT LLC** By: By: \_\_\_\_\_ Paula Boggs Muething, Interim City Manager Date: , 2020 Title: Date: \_\_\_\_\_\_, 2020 Recommended by: Markiea L. Carter, Interim Director Department of Community and Economic Development Approved by: Jennifer B. Mackenzie, Interim Director Department of Economic Inclusion Approved as to Form: **Assistant City Solicitor** Certified Date: Fund/Code: \_\_\_\_\_ Amount: Karen Alder, City Finance Director

#### **EXHIBIT A**

to Property Sale and Development Agreement

#### Legal Description

**Auditor's Parcel No.**: 0094-0008-0030

**Property Address**: 1623 Pleasant Street, Cincinnati, Ohio 45202

Situate in Section 13, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Beginning at a point in the west line of Pleasant Street, 60.13 feet south of the southwest corner of Pleasant Street and Green Street; thence South 16° east 20.05 feet along the west line of Pleasant Street; thence South 73° 51' west 85.00 feet; thence north 16° west 20.05 feet; thence north 73° 51' east 85.00 feet to the point of beginning.

#### **EXHIBIT B**

to Property Sale and Development Agreement

#### Scope of Work and Budget

#### I. SCOPE OF WORK

Kunst Development will redevelop the vacant, blighted building located at 1623 Pleasant. The project will create 8 residential units (4 studio units and 4 one-bedroom units) to be rented at market rates. The renovation will be an entire overhaul including new mechanical systems, electric, plumbing and HVAC, flooring, drywall and paint, and exterior paint. Refurbished and new windows, new cabinets and counters will be installed. Energy efficiency measures such as low-flow plumbing, 100% LED lighting, and wall-mounted heating and air-conditioning will also be installed. The renovation will be attentive to historic detail and the project will pursue state and/or federal historic tax credits. Total project cost is estimated at \$644,383 and will be completed in approximately 13 months.

#### II. BUDGET; SOURCE OF FUNDS

	1623 Pleasant
Acquisition	59,500
Architect	11,226
Permits and Fees	5,785
Tax Credit Fees	4,000
Loan Interest	21,964
Closing and Legal Fees	13,809
Contractor Overhead	43,929
Contingency	65,893
Roofing	9,281
Demolition/Cleanout	6,551
Masonry	10,000
Heavy Utilities	10,000
Rough Carpentry	16,000
Windows	20,400
Plumbing	28,800
HVAC	43,550
Electric	69,648
Fire Escape	3,000
Fire Separation	1,820
Insulation	5,459
Plaster	9,000
Drywall	24,814
Site Work	2,010
Flooring	17,251
Tile	18,000
Doors	5,400

Finish Carpentry	12,738
Paint	15,468
Cabinets, Counters, Shelves	33,600
Plumbing Fixtures, Bath	11,200
Lighting	4,800
Appliances	22,960
Construction Insurance	4,080
Construction Property Tax	2,010
Construction Utilities	437
Furnishing/Finishing	5,000
Marketing	5,000
Total	644,383

#### **SOURCES**

Туре	Source	Amount
Developer Equity	Kunst Development	644,383

Developer has full funding required for the project in cash but will also seek other sources of funding including historic tax credits and long-term bank financing.

### **EXHIBIT C**

to Property Sale and Development Agreement

## FORM OF QUITCLAIM DEED

[SEE ATTACHED]

space above for recorder
QUITCLAIM DEED
The CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), for valuable consideratio paid, hereby grants and conveys to KUNST DEVELOPMENT LLC, an Ohio limited liability company, wit a mailing address of 207 W. McMicken Avenue, Cincinnati, OH 45214 ("Grantee"), all of the City's right title and interest in and to the real property described below (the "Property"):
Property Address: 1623 Pleasant Street, Cincinnati, OH 45202 Auditor's parcel: 0094-0008-0030 Legal Description: See Exhibit A hereto Prior Instrument Reference: Official Record 09819, Page 2791 Hamilton County, Ohio Records.
Re-conveyance to City upon Failure to Timely Commence Construction or Complete Construction The City and Grantee are parties to a Property Sale and Development Agreement dated
<b>Exhibits</b> . The following exhibits are attached hereto and made a part hereof: Exhibit A - Legal Description
ISIGNATURE PAGE FOLLOWS

Executed on	, 2020.
	CITY OF CINCINNATI
	By: Paula Boggs Muething, Interim City Manager
STATE OF OHIO ) ) SS:	
COUNTY OF HAMILTON )	
Paula Boggs Muething, Interim C on behalf of the municipal corpora	was acknowledged before me this day of, 2020 by ity Manager of the CITY OF CINCINNATI, an Ohio municipal corporation, ation. The notarial act certified hereby is an acknowledgment. No oath or ne signer with regard to the notarial act certified to hereby.
	Notary Public My commission expires:
Approved as to Form:	
Assistant City Solicitor	
This instrument prepared by:	
City of Cincinnati Law Departmer 801 Plum Street, Suite 214 Cincinnati, Ohio 45202	nt

#### **EXHIBIT A**

to Quitclaim Deed

Legal Description

**Auditor's Parcel No.**: 0094-0008-0030

Property Address: 1623 Pleasant Street, Cincinnati, Ohio 45202

Situate in Section 13, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Beginning at a point in the west line of Pleasant Street, 60.13 feet south of the southwest corner of Pleasant Street and Green Street; thence South 16° east 20.05 feet along the west line of Pleasant Street; thence South 73° 51' west 85.00 feet; thence north 16° west 20.05 feet; thence north 73° 51' east 85.00 feet to the point of beginning.

#### **EXHIBIT D**

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

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

(ii) <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) <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) 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) 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, {00307892-2}

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) Applicability. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of "qualifying incentives" for projects involving the construction of a parking garage to include a provision requiring the inclusion of certain features in the garage relating to electric vehicles. The ordinance defines "qualifying incentives" as the provision of incentives or support for the construction of a parking garage in the form of (a) the provision of any City monies or monies controlled by the City including, without limitation, the

provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, "qualifying incentives" does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to Ohio Revised Code 3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

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



August 31, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: FUNDING AGREEMENT FOR 954 EAST MCMILLAN STREET

Attached is an Emergency Ordinance captioned as follows:

**AUTHORIZING** the City Manager to execute a Funding Agreement with WHRF Holdings III, LLC and Nassau Avenue Investments, LLC, providing for a forgivable loan of \$1,000,000 to support acquisition, demolition, and development of the former Kroger Site in the neighborhood of Walnut Hills; ESTABLISHING new improvement program project account no. 980x164x211635, "Walnut Hills Former Kroger Site," for the purpose of providing resources to facilitate the acquisition, demolition, and development of the former Kroger Site in the neighborhood of Walnut Hills; AUTHORIZING the transfer and return to source Capital Funds 757 and 858 of the sum of \$2,000,000 from various capital improvement program project accounts for the purpose of decreasing certain existing capital improvement program project accounts, according to Section 1 of the attached Schedule of Transfer; AUTHORIZING the transfer and appropriation of the sum of \$2,000,000 from the unappropriated surplus of Capital Funds 757 and 858 to new or existing capital improvement program project accounts for the purpose of providing resources for certain capital improvement program project accounts, according to Section 2 of the attached Schedule of Transfer; and further DECLARING certain herein described projects to be for a public purpose.

#### BACKGROUND/CURRENT CONDITIONS

The project is located at 954 East McMillan Street in Walnut Hills, near the intersection of Gilbert Avenue and East McMillan Street and the center of the neighborhood business district. The property is approximately 3.5 acres and includes the vacant Walnut Hills Kroger building. Kroger vacated the building in March of 2017. The building is surrounded primarily by surface parking.

Funding Agreement 954 East McMillan Street Page **2** of 3

To prevent undesirable commercial reuses at the pivotal site, the Walnut Hills Redevelopment Foundation (WHRF) acquired the vacant Kroger building in October of 2017. The land upon which the building stands was owned by a private individual and the improvement parcel was leased to WHRF. The City provided a \$300,000 loan to the WHRF for the acquisition.

The WHRF, in partnership with several community stakeholders, including the Department of Community and Economic Development (DCED), worked to bring a tenant into the building and bring it back into productive use to support the Walnut Hills neighborhood. Considerable efforts were made by the WHRF to reintroduce the provision of fresh and healthy food, however, no viable tenants were identified, primarily due to the difficult building characteristics and utility costs. Holding costs, including annual lease payments made to the land owner, continued to have a negative fiscal impact on the WHRF and its capacity to do its work.

In the fall of 2019, the WHRF assembled partners to discuss future plans for the building. The partners discussed approaching the land owner to acquire the land to unlock additional development opportunities at the site. The Model Group, who was involved in these initial discussions, agreed to pursue acquisition of the land, and successfully acquired the land in July 2020.

The WHRF (building owner) and The Model Group (land owner) have now formed a partnership to redevelop the site with a phased approach.

#### **DEVELOPER INFORMATION**

The WHRF is the Community Development Corporation for the Walnut Hills neighborhood. They lead and facilitate community engagement for many development projects in the neighborhood and have completed several development projects themselves including the redevelopment of Comfort Station and the stabilization of the Durner building.

The Model Group is a locally based real estate development and management company. They have completed projects throughout the city but have a strong presence in Walnut Hills. Recent projects include the Scholar House, Trevarren Flats, and the soon to be completed Paramount Building.

#### PROJECT DESCRIPTION

The first phase of the redevelopment of the site will be a predevelopment phase. This includes the already completed acquisition of the land by The Model Group, extinguishing debt of the WHRF from the building acquisition, terminating the lease, demolishing the vacant building, and constructing a 120-space temporary public parking lot while development plans are created in partnership with the community. The estimated total project cost is \$4.5MM, with \$2.85MM committed in private investment, as well as a \$700,000 loan from the Haile Foundation.

Funding Agreement 954 East McMillan Street Page **3** of 3

Anticipated future development of the site includes approximately 325 housing units, with a target of 30% of the units being affordable to households earning 50%-80% of the Area Median Income. Also included would be 57,000 SF of commercial space with a mix of retail and office uses, as well as 250 public surface parking lots. Total investment is targeted at \$70MM to \$100MM.

#### PROPOSED INCENTIVE

DCED is recommending a \$1MM interest only, forgivable loan. The source of the loan would be City capital funds. The term of the loan will be seven years and interest will accrue at one percent annually. The principal would be payable at the end of the term as a balloon payment. The first \$700,000 in principal would be forgiven upon completion of the predevelopment phase. The final \$300,000 in principal would be forgiven with the commencement of a first phase of redevelopment so long as the total project cost of the first phase is equal to or greater than \$10MM.

In addition to the new \$1MM loan, DCED is also recommending forgiving the previous \$300,000 loan to the WHRF for the acquisition of the improvements.

#### RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

Attachment: A. Property location and photographs

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

## **Attachment A: Location and Photographs**



Property Location



954 East McMillan Street

#### **EMERGENCY**

# City of Cincinnati An Ordinance No.\_

WPW

- 2020

AUTHORIZING the City Manager to execute a *Funding Agreement* with WHRF Holdings III, LLC and Nassau Avenue Investments, LLC, providing for a forgivable loan of \$1,000,000 to support acquisition, demolition, and development of the former Kroger Site in the neighborhood of Walnut Hills; ESTABLISHING new capital improvement program project account no. 980x164x211635, "Walnut Hills Former Kroger Site," for the purpose of providing resources to facilitate the acquisition, demolition, and development of the former Kroger Site in the neighborhood of Walnut Hills; AUTHORIZING the transfer and return to source Capital Funds 757 and 858 of the sum of \$2,000,000 from various capital improvement program project accounts for the purpose of decreasing certain existing capital improvement program project accounts, according to Section 1 of the attached Schedule of Transfer; AUTHORIZING the transfer and appropriation of the sum of \$2,000,000 from the unappropriated surplus of Capital Funds 757 and 858 to new or existing capital improvement program project accounts for the purpose of providing resources for certain capital improvement program project accounts, according to Section 2 of the attached Schedule of Transfer; and further DECLARING certain herein described projects to be for a public purpose.

WHEREAS, 954 E. McMillan Street located in the Walnut Hills neighborhood of Cincinnati (the "Property") is the site of a former and now vacant Kroger grocery store; and

WHEREAS, under a certain long-term ground lease the Walnut Hills Redevelopment Foundation (the "WHRF") owns or controls the improvements on the Property, including but not limited to the former grocery store structure, but it does not own the land underlying the improvements; and

WHEREAS, in partnership with The Model Group, Inc., the WHRF seeks to acquire ownership of the land underlying the improvements on the Property, repay the debt associated with the existing ground lease, terminate said ground lease, and demolish the existing improvements on the Property so that the site can be fully redeveloped (the "Project"); and

WHEREAS, the redevelopment of the Property will consist of multiple phases; will include development of both commercial and residential space, including affordable housing; and will include an investment of approximately \$75,000,000 to \$100,000,000; and

WHEREAS, in the interim, prior to the full redevelopment, the site or portions of the site will be utilized as a temporary parking lot to support the Walnut Hills Business District; and

WHEREAS, in order to support the feasibility of the Project, the City's Department of Community and Economic Development has recommended that the City provide to the WHRF (or an affiliate thereof) a forgivable loan totaling \$1,000,000, which will be used to in part finance the costs of the acquisition of the Property; 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, Section 13 of Article VIII of the Ohio Constitution provides that, in order to create or preserve jobs and employment opportunities, and to improve the economic welfare of the people of the state, it is in the public interest and a proper public purpose for the state or its political subdivisions, or not-for-profit corporations designated by them, to acquire, construct, enlarge, improve or equip, and to sell, lease, exchange or otherwise dispose of, property, structures, equipment and facilities for industry, commerce, distribution and research, and to make loans and to provide moneys for the acquisition, construction, enlargement, improvement or equipment of such property, structures, equipment, and facilities; and

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

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

Section 1. That the City Manager is hereby authorized to execute a *Funding Agreement* with WHRF Holdings III, LLC and Nassau Avenue Investments, LLC (collectively, "Developer"), in substantially the form attached to this ordinance as Attachment A (the "Agreement"), pursuant to which: (i) the City will make a \$1,000,000 forgivable loan to be used for acquisition of certain property located at 954 E. McMillan Street, Cincinnati, Ohio 45206, which is the former Kroger site in the neighborhood of Walnut Hills (the "Property"); and (ii) Developer will demolish the existing structure on the Property and create a temporary parking lot to support the Walnut Hills Business District, which will be replaced upon full redevelopment of the Property (the "Project").

Section 2. That the Director of Finance is authorized to establish new capital improvement program project account no. 980x164x211635, "Walnut Hills Former Kroger Site," for the purpose of providing resources to facilitate the acquisition, demolition, and development of the Property.

Section 3. That the transfer and return to source Capital Funds 757 and 858 of the sum of \$2,000,000 from various capital improvement program project accounts is hereby authorized for the purpose of decreasing certain existing capital improvement program project accounts, according to Section 1 of the attached Schedule of Transfer.

Section 4. That the transfer and appropriation of the sum of \$2,000,000 from the unappropriated surplus of Capital Funds 757 and 858 to new or existing capital improvement program project accounts is hereby authorized for the purpose of providing resources for certain capital improvement program project accounts, according to Section 2 of the attached Schedule of Transfer.

Section 5. That Council hereby declares that the "Walnut Hills Former Kroger Site" capital improvement program project as herein described serves a public purpose because the project will foster local improvements and investment, increase neighborhood vitality, and because each project has an estimated life or period of usefulness of five years or more.

Section 6. That Council authorizes the appropriate City officials to take all necessary and proper actions as they deem necessary or appropriate to fulfill the terms of this ordinance and the Agreement, including without limitation executing any and all plats, deeds, leases, closing documents, agreements, releases, amendments, and other instruments pertaining to the Project, and including granting and accepting any and all associated easements.

Section 7. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to enable Developer to move forward with the Project as soon as possible and finalize all necessary

Walnut Hills neighborhood	of Cincinnati at the earliest possibl	e date.
Passed:	, 2020	
		John Cranley, Mayor
Attest:Cleri	<u></u>	

financing, which will result in the creation of jobs and the stimulation of economic growth in the

Section 1.

SCHEDULE OF TRANSFER

Return to Source: \$2,000,000.00

Section 1. Page 1 of 1.

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM NUMBER: DESCRIPTION		PROJECT OR FUND TO BE TRANSFERRED TO NUMBER: DESCRIPTION	TOTAL BUDGE ALL FUI PRIOR		AMOUNT TO BE APPROPRIATED OR TRANSFERRED
Community & Economic Dev. Economic Dev. 164	181606 Soccer Stadium Public Infrastructure Improvements	757	Miscellaneous Permanent Improvement Fund	6,383,000.00	5,383,000.00	1,000,000.00
Transportation & Engineering Planning 232	212387 East Walnut Hills Two-Way Conversion	858	Street Improvement Bond Fund	1,000,000.00	0.00	1,000,000.00

Section 2.

SCHEDULE OF TRANSFER

Reprogram: \$2,000,000.00

Section 2. Page 1 of 1.

DEPT. DIVISION		PROJECT OR FUND TO BE TRANSFERRED FROM NUMBER: DESCRIPTION		PROJECT OR FUND TO BE TRANSFERRED TO NUMBER: DESCRIPTION	TOTAL BUDGE ALL FU PRIOR		AMOUNT TO BE APPROPRIATED OR TRANSFERRED
Community &	757	Miscellaneous Permanent Improvement Fund	211635	Walnut Hills Former Kroger Site	0.00	1,000,000.00	1,000,000.00
Economic Dev. Economic Dev. 164	858	Street Improvement Bond Fund	181606	Soccer Stadium Public Infrastructure Improvements	5,383,000.00	6,383,000.00	1,000,000.00

## ATTACHMENT A

Contract No.	

#### **FUNDING AGREEMENT**

among

CITY OF CINCINNATI

and

WHRF HOLDINGS III, LLC

and

NASSAU AVENUE INVESTMENTS, LLC

Project: Acquisition of property at 954 E. McMillan Street (including a 7-yr loan in the amount of \$1,000,000)

Date: \_\_\_\_\_\_, 2020

{00317028-6}

#### **FUNDING AGREEMENT**

This FUNDING AGREEMENT (the "Agreement") is made and entered into on the Effective Date (as defined on the signature page hereof) by and among the CITY OF CINCINNATI, an Ohio municipal corporation, the address of which for purposes of this Agreement is 805 Central Avenue, Suite 700, Cincinnati, OH 45202; Attention: Department of Community and Economic Development (the "City"); WHRF HOLDINGS III, LLC, an Ohio nonprofit limited liability company, the address of which is c/o Walnut Hills Redevelopment Foundation, Inc. 656 E McMillan Street, Cincinnati, OH 45206 ("Developer"); and NASSAU AVENUE INVESTMENTS, LLC, an Ohio limited liability company ("Seller" or "Co-Developer" as the context may provide).

#### Recitals:

- A. Seller owns (i) a fee simple interest in certain real property located in the Walnut Hills neighborhood commonly identified as 954 E. McMillan Street, Cincinnati, Ohio 45206 (Hamilton County Parcel ID 067-0003-0007-01) and more particularly described on <a href="Exhibit A">Exhibit A</a> (Legal Description) hereto (the "Real Property") and (ii) a leasehold interest in the Real Property as ground lessor ("Ground Lessor's Leasehold Interest") under that certain Ground Lease Agreement by and between Winston Folkers, as ground lessor, and Kroger Co., as ground lessee, dated August 20, 1982, as amended by that certain Ground Lease Amendment, dated January 9, 1984 (collectively, the "Ground Lease"). The Real Property is comprised of approximately <a href="3.489">3.489</a> acres of land. Seller is an affiliate of The Model Group, Inc., an Ohio corporation ("Guarantor").
- B. Developer owns (i) a fee simple interest in the improvements parcel located upon the Real Property and comprised of an approximately 32,000 square-foot former Kroger grocery store and related improvements (the "Grocery Store Building") (Hamilton County Parcel ID 067-0003-0007-02) (the "Improvements Parcel" and together with the Real Property, the "Project Site") and (ii) a leasehold interest in the Real Property and Improvements Parcel as ground lessee under the Ground Lease ("Ground Lessee's Leasehold Interest").
- C. In order to (i) unify ownership of the Real Property and the Improvements Parcel and (ii) terminate the Ground Lease, Developer intends to acquire the Real Property and Ground Lessor's Leasehold Interest, subject to existing debt obligations, from Seller, then (together with Co-Developer) demolish the Grocery Store Building and install and construct a temporary surface parking lot on the Real Property, all as further described in <a href="Exhibit B">Exhibit B</a> (Scope of Work and Project Budget) (collectively, the "Pre-Development Project"). Following completion of the Pre-Development Project, Developer and Co-Developer will work collaboratively to undertake the full redevelopment of the Project Site in phases (the "Redevelopment Project"), as further described in <a href="Exhibit B">Exhibit B</a>.
- D. Section 13 of Article VIII of the Ohio Constitution provides that, in order to create or preserve jobs and employment opportunities, and to improve the economic welfare of the people of the state, it is in the public interest and a proper public purpose for the state or its political subdivisions, or not-for-profit corporations designated by them, to acquire, construct, enlarge, improve or equip, and to sell, lease, exchange or otherwise dispose of, property, structures, equipment and facilities for industry, commerce, distribution and research, and to make loans and to provide moneys for the acquisition, construction, enlargement, improvement or equipment of such property, structures, equipment and facilities.
- E. The City has determined that providing Developer with the funds to acquire the Real Property for subsequent redevelopment is commercial in nature, that the Pre-Development Project and the Redevelopment Project will create employment opportunities, stimulate economic growth and tourism

in the area, and help to revitalize the Walnut Hills community, and that therefore the Pre-Development Project constitutes a proper public purpose.

- F. In furtherance of the foregoing public purpose and upon the terms and conditions set forth in this Agreement, the City desires to lend to Developer a loan in the principal amount of up to \$1,000,000.00 (the "Loan").
- G. Pursuant to Ordinance No. [\_\_\_\_\_], passed on [\_\_\_\_\_], Cincinnati City Council declared the Pre-Development Project to serve a public purpose, appropriated funding for the Pre-Development Project, and authorized the execution of this Agreement.

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

1. <u>Term</u>. The term of this Agreement shall commence on the Effective Date and shall end on the date on which (i) the entire outstanding balance of the Loan has either been repaid by Developer or has been forgiven in accordance with the Note (as defined below) and (ii) Developer has satisfied all obligations to the City under this Agreement (the "Term").

#### 2. <u>Due Diligence</u>.

- (A) <u>Due Diligence Materials</u>. Prior to the City's disbursement of the Loan, Developer or Co-Developer shall deliver, or cause to be delivered, the following items to the City for its review and approval, all of which shall be in a form and substance acceptable to the City (collectively, "**Due Diligence Materials**"):
  - (i) <u>Title Commitment</u>: A commitment of title insurance for the Real Property, for issuance of an owner's policy of title insurance, prepared by a reputable national title insurance company and in such form acceptable to the City (the "Title Commitment");
  - (ii) Environmental Report: An environmental assessment report for the Real Property, starting with a Phase I assessment and including any additional assessments as may be required by the City's Office of Environment & Sustainability if appropriate, prepared by a qualified environmental professional in a form acceptable to the City;
  - (iii) <u>Purchase Agreement</u>: Evidence of a valid, executed purchase agreement for acquisition by Developer of the Real Property and Ground Lessor's Leasehold Interest;
  - (iv) <u>Insurance</u>: Evidence that Developer and Co-Developer have secured all insurance policies required by the Loan Documents (as defined below);
  - (v) <u>Financing</u>: Evidence that Developer and Co-Developer have secured or will be able to secure all financing necessary to complete the Pre-Development Project; and
  - (vi) Other Information: Such other information and documents pertaining to Developer, the Pre-Development Project, or the Redevelopment Project as the City may reasonably require.

Once the Due Diligence Materials have been approved by the City, neither Developer nor Co-Developer shall make or permit any changes thereto without the prior written consent of the Director of the City's Department of Community and Economic Development ("DCED"), which consent shall not be unreasonably withheld, conditioned or delayed. The City may, in its sole and absolute discretion, waive

(00317028-6) 3

the requirement for delivery of any of the Due Diligence Materials or may permit that any of the Due Diligence Materials be delivered following the Closing (as defined below). Developer shall complete all of its due diligence investigations at no cost to the City.

- (B) Right to Terminate Agreement with Respect to Due Diligence Materials. If, prior to the Closing, after exercising good faith efforts, the City or the Developer does not approve of the Due Diligence Materials, the City or Developer may terminate this Agreement by giving written notice thereof to the other party, whereupon neither party shall thereafter have any rights or obligations to the other under this Agreement.
- (C) <u>Copies of Due Diligence Materials to be Provided to City</u>. Without limitation of Developer's other obligations under this Agreement, Developer or Co-Developer, at no cost to the City, shall provide DCED with copies of any inspection, engineering, and environmental reports, title reports, surveys, and other materials prepared by third-party professionals obtained by Developer or Co-Developer prior to Closing that pertain to the Real Property or the Pre-Development Project.

#### 3. Loan Terms and Disbursement Conditions.

- (A) Amount of Loan; Eligible Uses. Subject to the terms and conditions of this Agreement, the City agrees to lend the Loan to Developer, and Developer agrees to borrow the Loan from the City. The Loan will be City capital funds and shall not exceed \$1,000,000.00. The proceeds of the Loan shall be used solely (i) to finance the purchase price of the Real Property for acquisition by Developer of the Real Property and (ii) for other related customary closing or acquisition costs approved by the City in writing in advance of the Closing ((i) and (ii) collectively, the "Eligible Uses") and for no other purpose. For the avoidance of doubt, Developer shall not use any portion of the Loan to pay for the purchase of inventory, supplies, furniture, trade fixtures, or any other items of personal property, or to establish a working capital fund.
- Note & Mortgage. Prior to disbursement of the Loan, Developer shall (i) execute a promissory note in the form of Exhibit C (Form of Promissory Note) hereto (the "Note"), and (ii) execute and record a mortgage against the Real Property, in the form of Exhibit D (Form of Mortgage) hereto, in favor of the City (the "Mortgage"; this Agreement, the Note, the Mortgage, the Guaranty (as defined below), and any other documents executed by Developer, Co-Developer, or Guarantor to evidence the Loan are referred to herein collectively as the "Loan Documents"). Developer shall repay the Loan in accordance with the terms of the Note, and the Note and Mortgage shall be in the full amount of the Loan. If Developer and Co-Developer fail to timely complete any obligations with respect to the Pre-Development Project or Redevelopment Project, as and when required under this Agreement or the Note, the City may declare all amounts of the Loan disbursed by the City to be immediately due and payable and may foreclose on the Developer's interest in the Real Property by enforcing the Mortgage. Upon the earlier of payment in full or forgiveness of the Loan, upon written request by Developer, the City shall prepare and execute a release of the Mortgage, to be recorded at the sole cost of Developer. Notwithstanding the forgoing, the City recognizes and accepts that the Mortgage shall be a secondpriority lien on the Real Property, and the City's interests under the Note and Mortgage shall be subordinate to Build Cincinnati Development Fund LLC, an Ohio nonprofit limited liability company (together with its successors and assigns, the "Senior Lender"), which holds a first-priority mortgage lien interest in the Real Property pursuant to a \$2,600,000 senior loan ("Senior Loan"). Upon request, the City agrees to execute documentation, in such form acceptable to the City, documenting or confirming such subordination to Senior Lender's interest.
- (C) <u>Payment and Completion Guaranty</u>. Guarantor owns or controls or is under common ownership as Co-Developer and, therefore, Guarantor will benefit from the Developer's acquisition of the Real Property and Ground Lessor's Leasehold Interest and the completion of the Pre-Development Project and Redevelopment Project; therefore, as a condition of the Loan, Co-Developer shall cause Guarantor to execute a *Payment and Completion Guaranty* substantially in the form of the attached <u>Exhibit E</u> (Form of Payment and Completion Guaranty) ("Guaranty").

{00317028-6} 4

- (D) <u>Conditions for Disbursement of Loan</u>. The City shall disburse the Loan in accordance with Section 3(F) below following satisfaction of all of the following conditions (the "**Disbursement Conditions**"):
  - (i) <u>Due Diligence Materials Approval</u>: Approval by the City, in its sole discretion, of all Due Diligence Materials;
  - (ii) <u>Loan Documents</u>: Delivery to the City of executed copies of all Loan Documents:
  - (iii) <u>Guaranty</u>: Delivery to the City of the fully executed Guaranty, executed by Guarantor;
  - (iv) <u>Security Interest</u>: Delivery to the City of evidence satisfactory to the City that Developer has taken all such action, executed and delivered or caused to be executed and delivered all such documents and instruments, including a counterpart of the executed Mortgage, which upon recording in the Hamilton County Recorder's office will create a valid and perfected second-priority security interest for the City in the Real Property, subordinate only to the Senior Lender's interest:
  - (v) <u>Community Engagement</u>: Evidence that Developer and Co-Developer have engaged the Walnut Hills Area Council regarding the Pre-Development Project and the Loan:
  - (vi) <u>Title Insurance Policy</u>: Evidence that the title insurance company is ready to issue a Title Insurance Policy pursuant to the Title Commitment, which was approved by the City;
  - (vii) <u>Closing Documentation</u>: Receipt and approval by the City of a copy of the proposed General Warranty Deed from Seller, the proposed settlement statement, and any and all other closing documents pertaining to Developer's purchase of the Real Property and Ground Lessor's Leasehold Interest from Seller:
  - (viii) Payment Voucher & Wire Instructions: City's receipt from Developer of a proper payment voucher, in such form as the City will provide to Developer, and wiring instructions for disbursement of the Loan at Closing or otherwise as necessary to close in escrow;
  - (ix) No Default: Developer is in full compliance with all requirements under the Loan Documents: and
  - (x) Pre-Development Project Completion: Sufficient evidence that the Developer is prepared and capable of otherwise undertaking and completing or causing to be completed all necessary actions to commence the Pre-Development Project promptly following disbursement of the Loan and thereafter to pursue completion of the Pre-Development Project in a timely manner and otherwise in accordance with the terms of this Agreement.

The City may, in its sole and absolute discretion, waive in writing any of the Disbursement Conditions. The City and Developer acknowledge the Developer intends to use the Loan for the acquisition of the Real Property and Ground Lessor's Leasehold Interest as contemplated by the definition of Eligible Uses, and the City will therefore within 10 business days of the satisfaction of the Disbursement Conditions disburse the Loan in coordination with the title company organizing the Closing and otherwise in accordance with the terms herein.

(E) <u>Closing</u>. After the Effective Date, Developer shall thereafter take all steps necessary to close on the purchase of the Real Property and Ground Lessor's Leasehold Interest from Seller (the "Closing"). The Closing is estimated to take place on or before <u>October 1, 2020</u>. At the Closing, the Developer and Co-Developer shall execute all customary closing documents and provide copies to the City. Developer and Co-Developer shall be responsible for all costs of Closing, including but not limited to closing, escrow, and recording fees and any other commercially reasonable costs or expenses necessary to complete transaction contemplated by this Agreement. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate, and thereafter neither party shall have any

rights or obligations to the other, if for any reason the Closing does not occur by <u>March 31, 2021</u>; provided however, such timeframe may be extended by the Director of DCED upon written approval of such extension, which written approval shall not be unreasonably withheld, conditioned or delayed.

- (F) <u>Disbursement Procedure</u>. Provided that all of the Disbursement Conditions have been satisfied in a timely manner, at Closing, the City shall disburse the proceeds of the Loan to Developer, which shall only be utilized for Eligible Uses. The City shall not be required to disburse the proceeds of the Loan to Developer in advance of the Closing and may require that any Loan disbursement be disbursed into escrow for the Closing. If the amount of funds necessary to finance all Eligible Uses is *less than* \$1,000,000.00, the amount of the Loan made available by the City under this Agreement shall be reduced to such lesser amount. In no circumstances shall the City be obligated to disburse proceeds of the Loan in an amount in excess of the proceeds necessary to finance the Eligible Uses.
- (G) <u>No Other City Assistance</u>. Except for the City's agreement to provide the Loan as described in this Agreement, the City shall not be responsible for any costs associated with the completion of the Pre-Development Project.

#### 4. Pre-Development Project Terms; Redevelopment Project.

- (A) <u>Pre-Development Project Completion</u>. In accordance with and subject to the terms of this Agreement, Developer shall acquire the Real Property and Ground Lessor's Leasehold Interest from Seller and thereafter, following Closing, the Developer shall diligently pursue the following:
  - (i) <u>Fee-Simple Interest</u>: Developer shall diligently pursue termination of the Ground Lease and (ii) retirement of the debt secured by Ground Lessee's Leasehold Interest (except for the Existing City Loan (defined below));
  - (ii) <u>Demolition of Grocery Store Building</u>: Within six (6) months of Closing, subject to extension as provided herein, the Developer shall complete demolition of the Grocery Store Building;
  - (iii) <u>Construction of Pre-Development Project</u>: Developer shall complete or cause to be completed the construction of the Pre-Development Project, as further described in <u>Exhibit B</u>, no later than the <u>July 1, 2021</u> (the "Completion Deadline"); provided however, the City may, upon Developer's request and at the City's sole discretion, extend the Completion Deadline for up to twelve (12) additional months;
  - (iv) Redevelopment Project: Following completion of the Pre-Development Project, the Developer in conjunction with Co-Developer shall diligently pursue the Redevelopment Project.
- (B) Redevelopment Plans; Budget. Following the Closing, Developer in conjunction with Co-Developer shall develop building and architectural plans and specifications, as necessary for completion of the first phase of the Redevelopment Project and shall provide a copy of such plans and specifications to the City (the "Redevelopment Plans"). Additionally, Developer and Co-Developer shall develop a project budget for completion of the first phase of the Redevelopment Project and shall provide a copy of such budget to the City (the "Budget"). Developer and Co-Developer shall provide the Redevelopment Plans and Budget to the City on or before January 1, 2022. From time to time, Developer and Co-Developer shall provide updates to the City on the Redevelopment Plans and Budget (together the "Development Plans") if Developer and Co-Developer make material changes to such Development Plans. Further, the City agrees to work in good faith with the Developer and Co-Developer on the accommodating financing for the Redevelopment Project, including by potentially executing partial releases of the Mortgage or subordinations as necessary to secure such financing, but only in the City's sole and absolute discretion.

(00317028-6)

- (C) Existing City Loan. Pursuant to a Loan Agreement between the City and Developer, dated October 27, 2017, the City loaned to the Developer \$300,000 (the "Existing City Loan") to finance, in part, the acquisition by Developer of Ground Lessee's Leasehold Interest and the Improvements Parcel. As a further incentive to complete the Redevelopment Project, the City hereby agrees to (i) consent to the termination of Ground Lessee's Leasehold Interest, as contemplated under Section 4(A)(i) hereof, and will execute any necessary documentation associated with such consent to termination; (ii) forgive the Existing City Loan upon completion of the Pre-Development Project in accordance with the terms of this Agreement; and (iii) to the extent required, execute such amendments of the documents securing the Existing City Loan to incorporate the agreements set forth herein. Upon the request of Developer upon completion of the Pre-Development Project and so long as Developer is not in default of its obligations under this Agreement, then the City agrees to forgive the Existing City Loan, release any and all collateral interests securing such Existing City Loan, and to execute documentation in such form acceptable to the City necessary to effectuate such forgiveness.
- (D) Applicable Laws. Developer shall obtain and maintain all necessary City and other governmental permits, licenses and other approvals and shall comply with all applicable federal, state and local laws, codes, ordinances and other governmental requirements applicable to the Pre-Development Project, Redevelopment Project and the Real Property including without limitation those set forth on Exhibit F (Additional City Requirements) hereto. The City makes no representations or other assurances to Developer that Developer will be able to obtain whatever variances, permits or other approvals from the City's Department of Buildings and Inspections, the Department of City Planning, City Planning Commission, or City Council that may be required in connection with the Pre-Development Project.
- (E) <u>Insurance Requirements.</u> Throughout the Term, Developer shall maintain the following insurance policies:
  - (i) special peril (formerly known as "all-risk") full replacement cost property insurance on the Real Property, naming the City and Developer as their interests may appear;
  - (ii) liability insurance covering claims for bodily injury, personal injury or death, and property damage occurring at the Real Property in an amount of at least \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming the City as an additional insured with respect to the Pre-Development Project; and
  - (iii) workers' compensation insurance as required by law.
- (F) <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 itself against such loss or damage by maintaining adequate insurance. Developer shall cause its property insurance policies (and shall cause its general contractor's insurance policies) to include a waiver of subrogation provision consistent with the foregoing waiver.
- (G) Environmental Indemnity. As a material inducement to the City to enter into this Agreement, Developer does hereby agree that, with respect to any environmental condition on or otherwise affecting the Real Property that exists at or prior to the time of the City's execution of this Agreement (herein, a "Pre-existing Environmental Condition"), and regardless of whether or not such Pre-existing Environmental Condition is described in any environmental assessment or any other environmental report that may have been generated in connection with this Agreement, Developer shall: (i) at no expense to the City, promptly take all steps necessary to remediate such Pre-existing Environmental Condition, within a reasonable time after discovery, to the satisfaction of the City's Office of Environmental Quality; and (ii) defend, indemnify, and hold the City harmless from and against any and all actions, suits, claims, losses, costs (including without limitation reasonable attorneys' fees),

demands, judgments, liability and damages suffered or actually incurred by or asserted against the City as a result of or arising from any such Pre-existing Environmental Condition. Developer's remediation and indemnity obligations under this paragraph shall survive Developer's completion of the Pre-Development Project.

(H) <u>General Indemnity</u>. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, Developer or Co-Developer, as applicable, 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 reasonable 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 or Co-Developer, as applicable, the general contractor, or their respective agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at the request of Developer, Co-Developer or general contractor in connection with the Pre-Development Project.

#### 5. Reserved.

6. <u>Casualty; Eminent Domain.</u> If, during the Term of this Agreement, the improvements on the Real Property are damaged or destroyed by fire or other casualty, or if any portion of the Real Property is taken by exercise of eminent domain (federal, state or local), Developer shall cause the Real Property to be repaired and restored, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which the Real Property was in immediately prior to such occurrence. Developer shall handle all construction in accordance with the applicable requirements set forth herein, including without limitation obtaining the City's approval of the plans and specifications if they deviate from the final plans and specifications as initially approved by the City hereunder. Developer shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the affected property is being repaired or restored.

#### 7. Default; Remedies.

- (A) <u>Default</u>. The occurrence of any of the following shall be an "event of default" under this Agreement:
- (i) The dissolution of any of the entities comprising Developer, Co-Developer or Guarantor (during the term of the Guaranty) or the filing of any bankruptcy or insolvency proceedings by or against any of them, the appointment of a receiver (temporary or permanent) for any of them, the attachment of, levy upon, or seizure by legal process of any property of any of them, or the insolvency of any of them; or
- (ii) The failure of Developer, Co-Developer or Guarantor (during the term of the Guaranty) to perform or observe any obligation, duty, or responsibility under this Agreement or any other Loan Document (provided that a failure of the Guarantor to perform under the Guaranty shall be deemed a failure of Developer to perform under this Agreement) and (a) if such failure is reasonably susceptible to being cured within thirty (30) days, Developer or Co-Developer fails to cure such failure within thirty (30) days of Developer and Co-Developer receiving written notice of such failure from the City; or (b) if such failure is not reasonably susceptible to being cured within such 30 day period, Developer or Co-Developer fails (i) to commence to cure such failure within such 30 day period or (ii) thereafter fails to diligently pursue such cure to completion and actually complete such cure within ninety (90) days of Developer and Co-Developer receiving written notice of such failure from the City; or (c) if the failure creates a dangerous condition or otherwise constitutes an emergency as determined by the City, Developer or Co-Developer fails to take corrective action immediately upon discovering such dangerous condition or emergency. The foregoing notwithstanding, if Developer's or Co-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 or Co-Developer fails to take corrective action immediately upon discovering such dangerous condition or emergency.

{00317028-6}

- (B) Remedies. Upon the occurrence of an event of default under this Agreement, the City shall be entitled to: (i) terminate this Agreement by giving Developer and Co-Developer written notice thereof: (ii) take such actions in the way of "self help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of Developer and Co-Developer: (iii) require repayment of any and all of the Loan previously disbursed by the City to Developer under this Agreement; and (iv) exercise any and all other rights and remedies under this Agreement. under the Note, Mortgage, or Guaranty or otherwise available at law or in equity, including without limitation pursuing an action for specific performance, all such rights and remedies being cumulative. Developer and Co-Developer shall be liable for all costs and damages, including without limitation reasonable attorneys fees, suffered or incurred by the City as a result of a default of Developer or Co-Developer under this Agreement or the City's termination of this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty, or to pursue any remedy, under this Agreement shall not constitute a waiver of the breach of such covenant or of such remedy. Notwithstanding anything in this Agreement to the contrary, under no circumstances shall the City be obligated to disburse the Loan to Developer if Developer or Co-Developer is then in default under this Agreement.
- (C) 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. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses set forth in the introductory paragraph of this Agreement. Notices shall be deemed given on the date of receipt. If Developer or Co-Developer sends a notice to the City alleging that the City is in default under this Agreement, Developer or Co-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.
- (D) <u>Representations, Warranties and Covenants of Developer</u>. Developer makes the following representations, warranties and covenants to induce the City to enter into this Agreement:
- (i) Developer is a nonprofit limited liability company, organized and validly existing under the laws of the State of Ohio, has properly filed all certificates and reports required to be filed by it under the laws of the State of Ohio, and is not in violation of any laws of the State of Ohio relevant to the transactions contemplated by this Agreement.
- (ii) Developer has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for herein. This Agreement has by proper action been duly authorized, executed and delivered by Developer and all actions necessary have been taken to constitute this Agreement, when executed and delivered, valid and binding obligations of Developer.
- (iii) 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 the organizational documents of Developer, 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 with its normal operations or materially and adversely affect its financial condition or its completion of the Pre-Development Project.
- (vi) The statements made in the documentation provided by Developer to the City that are descriptive of Developer or the Pre-Development 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.

(00317028-6)

- (vii) Developer does not owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.
- (viii) Developer shall fully comply with any and all relevant relocation laws that may be applicable to Developer's activities under the Agreement including, but not limited to, Cincinnati Municipal Code Chapter 740.
- (E) <u>Representations, Warranties and Covenants of Co-Developer</u>. Co-Developer makes the following representations, warranties and covenants to induce the City to enter into this Agreement:
- (i) Co-Developer is a limited liability company, organized and validly existing under the laws of the State of Ohio, has properly filed all certificates and reports required to be filed by it under the laws of the State of Ohio, and is not in violation of any laws of the State of Ohio relevant to the transactions contemplated by this Agreement.
- (ii) Co-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 Co-Developer and all actions necessary have been taken to constitute this Agreement, when executed and delivered, valid and binding obligations of Co-Developer.
- (iii) Co-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 the organizational documents of Co-Developer, or any mortgage, contract, agreement or other undertaking to which Co-Developer is a party or which purports to be binding upon Co-Developer or upon any of its assets, nor is Co-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 Co-Developer, threatened against or affecting Co-Developer, at law or in equity or before or by any governmental authority.
- (v) Co-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 Co-Developer that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition or its completion of the Pre-Development Project.
- (vi) The statements made in the documentation provided by Co-Developer to the City that are descriptive of Co-Developer or the Pre-Development Project have been reviewed by Co-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) Co-Developer does not owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.
- (viii) Co-Developer shall fully comply with any and all relevant relocation laws that may be applicable to Co-Developer's activities under the Agreement including, but not limited to, Cincinnati Municipal Code Chapter 740.

## 8. Reporting Requirements.

(A) <u>Submission of Records and Reports; Records Retention</u>. Developer and Co-Developer shall collect, maintain, and furnish to the City upon the City's request such accounting, financial, business, administrative, operational and other reports, records, statements and information as may be

{00317028-6}

reasonably requested by the City pertaining to Developer, Co-Developer, the Pre-Development Project, the Redevelopment Project, or this Agreement, including without limitation financial statements, bank statements, income tax returns, information pertinent to the determination of finances of the Pre-Development Project or Redevelopment 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"). If at any time the City deems it necessary to review audited financial statements, Developer or Co-Developer, as applicable, shall furnish the same to the City upon the City's written request (not more than once per year). All Records and Reports compiled by Developer or Co-Developer and furnished to the City shall be in such form as the City may from time to time require. Developer and Co-Developer shall retain all Records and Reports for a period of three (3) years after completion of the Pre-Development Project and Redevelopment Project.

- (B) <u>City's Right to Inspect and Audit</u>. For a period of three (3) years after the Term, Developer and Co-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 or Co-Developer to the City, Developer or Co-Developer, as applicable, shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.
- 9. Recognition of City Funding. Developer shall acknowledge the financial support of the City with respect to the Pre-Development 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 funder, Developer shall use either the phrase "Funding provided 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 of completion of the Pre-Development Project.

## 10. General Provisions.

## (A) Assignment.

- (i) <u>Assignment</u>. Developer and Co-Developer shall not assign their respective rights or interests under this Agreement to any third party without the prior written consent of the City, which consent may be withheld in the City's sole discretion. The City hereby consents to Developer's and/or Co-Developer's collateral assignment of their respective rights under this Agreement to any construction lender(s) for the Pre-Development Project or Redevelopment Project and to an assignment of Developer's and/or Co-Developer's rights under this Agreement to any affiliate of Developer for purposes of completing the Pre-Development Project or Redevelopment Project. Any such permitted assignment shall not act as a release of Developer or Co-Developer, unless otherwise agreed to in writing by the City, and any prohibited assignment shall be void.
- (ii) <u>Land Banking.</u> The Developer may seek to landbank the Real Property with the Hamilton County Land Reutilization Corporation in order to reduce expenses prior to undertaking the Pre-Development Project and Redevelopment Project. Prior to any such transfer of the Real Property to another entity for landbanking, the Developer shall have received the City's written approval of such transaction, which approval shall not be unreasonably withheld, conditioned, or delayed, and the City shall have approved the terms of such transfer, in its reasonable discretion. The obligations of Developer under this Agreement, under the Note, and the lien of the Mortgage shall not be in anyway negated or otherwise negatively impacted by any such arrangement.
- (B) Entire Agreement. 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.

(00317028-6)

- (C) <u>Amendments</u>. This Agreement may be amended only by a written amendment signed by the parties hereto.
- (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. Except as set forth in Section 10(A) hereof, Developer and Co-Developer shall not assign their respective rights or obligations under this Agreement without the prior written consent of the City, and any attempt to do so without the City's consent shall, at the City's option, render this Agreement null and void.
- (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) <u>No Third-Party Beneficiaries</u>. The parties hereby agree that no third-party beneficiary rights are intended to be created by this Agreement.
- (I) No Brokers. The City and Developer represent to each other that they have not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation as a result of Developer's acquisition of the Real Property (or, if Seller is represented by a real estate broker or agent, Developer's purchase contract with Seller shall require Seller to pay any and all real estate commissions and fees owed to such broker pursuant to the separate agency agreement between them).
- (J) 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.
- (K) <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 Pre-Development Project or Redevelopment Project shall have any personal financial interest, direct or indirect, in Developer or in the Pre-Development Project or the Redevelopment Project, and Developer shall take appropriate steps to assure compliance.
- (L) <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.

{00317028-6}

- (M) <u>Joint and Several</u>. Except where only one entity is referenced regarding an obligation, the obligations and liability of Developer and Co-Developer 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.
- (N) <u>Exhibits</u>. The following Exhibits are attached hereto and made a part hereof:

Exhibit A - Legal Description

Exhibit B - Scope of Work and Project Budget

Exhibit C - Form of Promissory Note

Exhibit D – Form of Mortgage

Exhibit E - Form of Payment and Completion Guaranty

Exhibit F - Additional City Requirements

Remainder of this page intentionally left blank. Signatures to follow.

{00317028-6}

effective as of the later of such dates (the	"Effective Date").
WHRF HOLDINGS III, LLC	
Ву:	
Title:	
Date:, 2020	

This Agreement is executed by the parties on the dates indicated below their respective signatures,

## NASSAU AVENUE INVESTMENTS, LLC

[CITY SIGNATURE PAGE ATTACHED]

## **CITY OF CINCINNATI**

By: Paula Boggs Muething, Interim City Mana	ager
Date:, 2020	
Recommended by:	
Markiea Carter Interim Director, Department of Community a	and Economic Development
Approved By:	
Jennifer Mackenzie Interim Director, Department of Economic Inc	<del>_</del> clusion
Approved as to Form:	
Assistant City Solicitor	
Certified Date:	
Fund/Code:	
Amount:	
Ву:	
Karen Alder. City Finance Director	

# **EXHIBIT A**

to Funding Agreement

# **LEGAL DESCRIPTION**

# [TO BE INSERTED IN EXECUTION VERSION]

(00317028-6) A-1

#### **EXHIBIT B**

## to Funding Agreement

## SCOPE OF WORK AND PROJECT BUDGET

I. SCOPE OF WORK FOR PRE-DEVELOPMENT PROJECT – Acquisition of the Real Property and Ground Lessor's Leasehold Interest and Development of the Real Property

Within the required timeframes and in compliance with the terms of this Agreement, the Developer shall complete the Pre-Development Project, which consists of the following:

- (a) Acquisition of the Real Property and Ground Lessor's Leasehold Interest: Developer will complete all due diligence activities and acquire the Real Property and Ground Lessor's Leasehold Interest.
- (b) Demolition of Grocery Store Building: Developer will complete the demolition and removal of the Grocery Store Building, including full removal of the underlying slab and any and all subsurface structures that are part of the Grocery Store Building.
- (c) Development and Operation of Temporary Parking Lot: Following completion of demolition, the Developer shall develop the Real Property as an approximately 120-space temporary surface parking lot in order to provide public parking and otherwise support the economic vitality of the Walnut Hills Business District and its use by the Walnut Hills Community and the region as a whole. As part of the development of the parking lot, the Developer shall ensure that (i) there are no remaining portions of the Grocery Store Building or other improvements that will be an eyesore or visual detriment to the Walnut Hills business district; (ii) that the site is graded appropriately following the demolition; (iii) that adequate improvements and erosion control measures are made to ensure that the site remains safe, clean, and presentable; and (iv) that appropriate fencing is utilized where necessary to clearly designate the parking areas from any areas closed to the public and ensure safety for those utilizing the lot. The parking lot use shall be temporary and only in place until the Redevelopment Project commences. Developer shall keep the parking lot and all other improvements on the site in good condition and repair and free from debris and trash until the Redevelopment Project occurs and shall ensure that improvements thereon do not cause safety hazards or attract criminal activity.

#### II. PRE-DEVELOPMENT PROJECT BUDGET

#### **Sources**

Total	\$ 4,550,000
Owner Equity	\$ 250,000
Haile Foundation	\$ 700,000
City Loan	\$ 1,000,000
BCDF Loan	\$ 2,600,000

## Uses

Land Acquisition	\$ 2,650,000
<b>Haile Foundation Repayment</b>	\$ 700,000
CDF Repayment	\$ 500,000
LISC Repayment	\$ 100,000
Improved Lighting	\$ 115,000
Security Fencing	\$ 25,000
Demolition	\$ 175,000

(00317028-6) B-1

 Paving Repairs
 \$ 90,000

 Striping
 \$ 45,000

 Loan Interest
 \$ 100,000

 Closing Costs
 \$ 50,000

 Total
 \$ 4,550,000

## III. REDEVELOPMENT PROJECT

- (a) Plans and Budget: In accordance with Section 4(B), Developer shall deliver to the City for the Redevelopment Plans and Budget.
- (b) Redevelopment Project Description: The Redevelopment Project will consist of multiple phases, but upon completion of all phases of construction, the Redevelopment Project will include approximately \$75,000,000 to \$100,000,000 worth of improvements, consisting primarily of residential apartments with at least 30% of the units being affordable, as well as other related improvements such as first floor retail and/or office space, common areas, public improvements, and parking.
- (c) Timing: Developer and Co-Developer shall use best efforts to commence construction of the first phase of the Redevelopment Project, which will include improvements with hard and soft construction costs of \$10,000,000 or more, by **September 1, 2022**.

(00317028-6) B-2

## **EXHIBIT C**

to Funding Agreement

## FORM OF PROMISSORY NOTE

## **PROMISSORY NOTE**

(secured by mortgage on real property, 1% interest rate)

, 202
FOR VALUE RECEIVED, the undersigned, WHRF HOLDINGS III, LLC, a nonprofit limited liabilit
company under the laws of the State of Ohio, the address of which is 656 E. McMillan Street, Cincinnat

company under the laws of the State of Ohio, the address of which is 656 E. McMillan Street, Cincinnati, Ohio 45206 ("Borrower" or "Developer," as the context may provide), hereby promises to pay to the order of the CITY OF CINCINNATI, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "City"), the sum of one million dollars and 00/100 (\$1,000,000.00) or so much thereof as the City disburses to Borrower pursuant to that certain Funding Agreement between the City and Borrower dated \_\_\_\_\_\_\_, 2020, (the "Agreement"), as described below (the "Loan"). Capitalized terms used herein but not defined herein, if any, shall have the meanings ascribed to them in the Agreement.

This Promissory Note is secured by a second-priority mortgage on real property located at 954 E. McMillan Street, Cincinnati Ohio, 45206 (the "Real Property"). As more particularly described in the Agreement, Borrower is required to use the Loan proceeds exclusively to pay the purchase price of the Real Property and additional acquisition-related costs as approved in writing by the City.

1. Terms. The terms of the Loan are as follows:

\$1,000,000.00

- (a) Term. The term of the Loan (the "Term") shall be 7 years, beginning upon the date of this Promissory Note (the "Effective Date") and ending on the 7-year anniversary thereof (the "Maturity Date"); provided however, in the event that on or before the Maturity Date (i) Developer and Co-Developer commence construction by September 1, 2022 ("Commencement Date") on the first phase of the Redevelopment Project, in accordance with the Agreement; (ii) such first phase of the Redevelopment Project has a total hard and soft cost of construction equal to or exceeding \$10 million; and (iii) Borrower is then in and has continually been in compliance with all requirements of the Agreement, then the Maturity Date shall be automatically be extended to be the 15-year anniversary of the Effective Date, for a total Term that is 15 years. The Commencement Date may be extended by the Director of DCED upon written approval of such extension.
- (b) <u>Interest Rate</u>. Interest shall accrue at a rate of one percent (1.00%) per annum on the outstanding principal amount of the Loan.
- (c) <u>Loan Repayment; Deferral; Forgiveness</u>. The Loan is an interest-only forgivable loan with all principal payments deferred until the Maturity Date. As material consideration for the City's agreement to make the Loan to Borrower, Borrower represents and warrants to the City that Borrower presently intends to complete the Pre-Development Project and Redevelopment Project in accordance with the terms of the Agreement. The Loan shall be repaid by Borrower (or the Guarantor in accordance with the Guaranty) in accordance with the following:

[i] <u>Interest-only Period</u>: Commencing on the first anniversary of the Effective Date and continuing annually on each anniversary of the Effective Date (each an "**Interest-Only Payment Date**") until the Maturity Date, Borrower shall pay to the City an interest-only

(00317028-6) C-1

Cincinnati, Ohio

payment, in arrears, equal to all interest accrued on the outstanding and unforgiven principal amount of the Loan, due and payable on such Interest-Only Payment Date (each an "Interest Payment"). Notwithstanding the forgoing, if revenue generated from the Real Property and operations thereon is not sufficient to cover an Interest Payment on a given Interest-Only Payment Date after Borrower accounts for (i) all payments owed to Senior Lender under the Senior Loan and (ii) reasonably necessary expenses for operating the Real Property, then such Interest Payment or such portion of Interest Payment for which there is insufficient revenue may be deferred by Borrower until the subsequent Interest-Only Payment Date. If Borrower elects such deferral, then Borrower shall provide to the City acceptable documentation evidencing such revenue and expenses justifying the requested deferral.

## [ii] Principal Forgiveness:

- (A) Upon completion of the Pre-Development Project, so long as Borrower is then in and has continually been in compliance with all requirements of the Agreement, then the City agrees to forgive \$700,000 of the outstanding principal amount of the Loan. Upon request by Borrower, the City will provide written confirmation of such compliance and forgiveness.
- (B) If on or before the Maturity Date (i) Developer and/or Co-Developer commence construction by the Commencement Date on the first phase of the Redevelopment Project in accordance with the Agreement; (ii) such first phase of the Redevelopment Project has a total hard and soft cost of construction equal to or exceeding \$10 million; and (iii) Borrower is then in and has continually been in compliance with all requirements of the Agreement, then the City agrees to forgive the remaining outstanding principal amount and all other amounts then due on the Loan. Upon request by Borrower, the City will provide written confirmation of such compliance and forgiveness.
- [iii] <u>Balloon Payment</u>: On the Maturity Date, the Borrower shall pay a balloon payment equal to all unpaid and unforgiven principal, interest, and other charges outstanding on the Loan.
- (d) <u>Prepayment</u>. Borrower may prepay the Loan at any time, without penalty.
- (e) <u>Late Charges & Default Rate of Interest</u>. If any payment due hereunder is not received by the City when due, a late charge equal to five percent (5%) of the past due amount shall automatically become due, and interest on the past due amount shall accrue at the rate of twelve percent (12%) per annum beginning on the due date until the entire past due amount has been paid. The foregoing is in addition to the City's other rights and remedies hereunder and under the Agreement in the event of a default.
- (f) <u>Subordination</u>. This Note is subject and subordinate in all respects to that certain construction loan made by Build Cincinnati Development Fund LLC, an Ohio nonprofit limited liability company, to Borrower in the maximum principal amount of \$2,600,000 and any refinancing of the Senior Loan.
- 2. <u>Authority</u>. 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.
- 3. <u>Place of Payment</u>. Payments due under this Note shall be made by check payable to the "City of Cincinnati-Treasurer" and mailed to the City at the address set forth in the introductory paragraph of this Note or such other place as the City may designate in writing from time to time.
- 4. <u>Due on Sale</u>. If Borrower sells or otherwise transfers title to the Real Property to a third party without the prior written consent of the City, then the entire principal balance and all accrued interest

(00317028-6) C-2

under this Note shall automatically become due and payable.

- 5. <u>Default; Remedies</u>. Upon any default in the payment of interest, principal, or any other sum when due under this Note that is not cured within five (5) days after Borrower receives written notice thereof, or upon a default of Borrower under the Agreement that is not cured within the applicable notice and cure period provided for therein, the entire principal sum and any and all late charges and accrued and unpaid interest under this Note may, at the option of the Note holder, be declared to be immediately due and payable, time being of the essence. Failure of the holder of this Note to exercise its rights and remedies 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.
- 6. General Provisions. This Note and any and all ancillary documents executed by Borrower in connection with the Loan 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.

[SIGNATURE PAGE FOLLOWS]

{00317028-6} C-3

Executed by Borrower on the Effective Date.
BORROWER:
WHRF HOLDINGS III, LLC an Ohio nonprofit limited liability company
Ву:
Printed name:
Title:
Approved as to Form:
Assistant City Solicitor

C-4

# **EXHIBIT D** to Funding Agreement

# FORM OF MORTGAGE

	[SPACE ABOVE FOR RECORDER'S USE]
	·
	Property: 954 E. McMillan Street
	MORTGAGE
consideration of a loan in the p Ohio municipal corporation, 8 Borrower's <i>Promissory Note</i> de replaced from time to time, the of record, including without li mortgage lien in favor of Buil company, to which this Mortg	DINGS III, LLC, an Ohio nonprofit limited liability company ("Borrower"), in principal amount of \$1,000,000.00 made by the CITY OF CINCINNATI, an 01 Plum Street, Cincinnati, Ohio 45202 (the "City"), as evidenced by ated, 2020, (as the same may be amended, restated or "Note"), hereby grants, with mortgage covenants (subject to prior matters mitation all documentation evidencing and/or securing the first-priority d Cincinnati Development Fund LLC, an Ohio nonprofit limited liability gage is expressly subordinate), to the City the real property described in set forth below (the "Property"):
Parcel Number:	067-0003-0007-01
Property Address:	954 E. McMillan Street, Cincinnati Ohio, 45206
Deed Reference:	OR, Page, Hamilton County, Ohio Records.
Legal Description:	See attached Exhibit A
This Mortgage is given, upon payments under the Note.	the statutory condition, to secure the Borrower's obligations to make
Executed on the date o	f acknowledgement indicated below.
	[SIGNATURE PAGE FOLLOWS]

(00317028-6) D-1

# WHRF HOLDINGS III, LLC

		By:
		Printed Name:
		Title:
STATE OF OHIO	)	
COUNTY OF HAMILTON	) ss: )	
The foregoing instrume, the	ent was acknowledged	before me this day of, 2020, by of WHRF HOLDINGS III, LLC, a nonprofit
notarial act certified hereby is a with regard to the notarial act ce	in acknowledgment. No	ne State of Ohio, on behalf of the corporation. The o oath or affirmation was administered to the signer
		<del></del>
		Notary Public My commission expires:
Approved as to Form:		
Assistant City Solicitor	_	
This instrument prepared by:		
City of Cincinnati Law Departme	ent	

(00317028-6) D-2

Cincinnati, OH 45202

# **EXHIBIT A** to Mortgage

# Legal Description

# [DESCRIPTION TO BE INSERTED IN EXECUTION VERSION]

D-3

## **EXHIBIT E**

## to Funding Agreement

## FORM OF PAYMENT AND COMPLETION GUARANTY

Project: Walnut Hills Kroger Redevelopment

## PAYMENT AND COMPLETION GUARANTY

This Payment and Completion Guaranty ("Guaranty") is made as of the Effective Date (as defined on the signature page hereof) by **THE MODEL GROUP, INC.**, an Ohio corporation, the address of which 1826 Race St, Cincinnati, OH 45202 ("Guarantor) in favor of the CITY OF CINCINNATI, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, Ohio 45202 (the "City").

#### Recitals:

- A. The City; WHRF Holdings III, LLC, an Ohio nonprofit limited liability company ("WHRF"); and Nassau Avenue Investments, LLC, an Ohio limited liability company ("Nassau" and collectively with WHRF the "Obligor") are parties to a *Funding Agreement* dated \_\_\_\_\_\_\_ (the "Agreement"). Capitalized terms used, but not defined, herein shall have the meanings ascribed thereto in the Agreement.
- B. Pursuant to the Agreement, among other things, Obligor is obligated to complete the Pre-Development Project, which includes the acquisition of 954 E. McMillan Street in order to demolish the existing structures, develop a temporary parking lot, and create a fee simple interest in the parcel so that the Redevelopment Project can occur. Pursuant to the terms of the Agreement, the City is providing the Loan in the amount of \$1,000,000.00 in order to partially finance the acquisition of the Real Property.
- C. Guarantor owns or controls or is under common ownership with Nassau and is partnering with WHRF in the Pre-Development Project and the Redevelopment Project and will benefit from the provision of the Loan provided by the City.
- D. It is a condition of the Agreement that Guarantor provide this Guaranty to the City with respect to the Pre-Development Project.

NOW, THEREFORE, for and in consideration of the City's execution of the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby promises and agrees as follows:

## 1. Guaranty.

- (A) Guarantor hereby absolutely, unconditionally, and irrevocably guarantees to the City the full and prompt performance by Obligor of Obligor's obligations under the Agreement to both (i) complete the Pre-Development Project and (ii) repay the Loan, all in accordance with, and subject to, the terms and conditions of the Agreement and the Note, including payment to the City of any and all losses, damages, and expenses (including without limitation reasonable attorneys' fees) suffered or incurred by the City and arising out of the failure by Obligor under the Agreement to do so, regardless of whether such losses, damages, or expenses are expressly provided for under the Agreement or are then otherwise allowable by law (collectively, the "Guaranteed Obligations").
- (B) If Obligor fails to fulfill one or more of the Guaranteed Obligations, resulting in a notice of default from the City to Obligor under the Agreement, the City shall notify Guarantor thereof in writing. If the City provides notice of default, then Guarantor, within sixty (60) days after its receipt of such notice, shall take all steps necessary to cure the default (including, for example, providing additional funding for

the Pre-Development Project if necessary). All rights and remedies of the City under this Guaranty are cumulative, and nothing in this Guaranty shall be construed as limiting the City's rights and remedies available under the Agreement or at law or in equity.

(C) From time to time, the City may in the exercise of its sole and absolute discretion and without providing notice to or obtaining the consent of Guarantor, and without in any way releasing, altering, or impairing any of Guarantor's obligations and liabilities to the City under this Guaranty: (i) waive compliance with, or any default occurring under, or grant any other indulgence with respect to, the Agreement; (ii) modify or supplement any of the provisions of the Agreement upon written agreement with Obligor; (iii) grant any extension or renewal of or with respect to the Agreement upon written agreement with Obligor and/or effect any release, compromise, or settlement in connection therewith; and (iv) deal in all respects with Obligor as if this Guaranty were not in effect.

## 2. Liability of Guarantor.

- (A) Guarantor's liability under this Guaranty (i) shall be primary, direct, and immediate and is a guaranty of performance and completion and of collection on the Loan; (ii) shall not be conditioned or contingent upon the pursuit by Obligor of any remedy that it may have against its contractors, subcontractors, or any other person with respect to the Pre-Development Project or at law or in equity; and (iii) shall be unconditional, irrespective of the genuineness, validity, regularity, or enforceability of the Agreement, as the case may be, or of the adequacy of any consideration or security given therefor or in connection therewith, or of any other circumstance that might otherwise constitute a legal or equitable discharge of a surety or a guarantor under applicable law. Guarantor hereby waives any and all defenses at law or in equity that may be available to Guarantor by virtue of any such circumstance.
- (B) Without limiting the generality of the foregoing provisions of this Section 2, the City shall not be required (i) to make any demand of Obligor or any other person; or (ii) otherwise pursue or exhaust its remedies against Obligor or any other person or entity or against the Pre-Development Project, before, simultaneously with, or after enforcing any of its rights and remedies under this Guaranty against Guarantor. The City may bring one or more successive and/or concurrent actions against Guarantor, either as part of any action brought against Obligor or in one or more separate actions, as often as the City deems advisable in the exercise of its sole and absolute discretion.
- (C) Guarantor's liability under this Guaranty shall continue after any assignment or transfer by the City or Obligor of any of their respective rights or interests under the Agreement or with respect to the Pre-Development Project until the satisfaction of all provisions contained in this Guaranty (but the foregoing shall not be deemed to be or constitute the consent by the City to any such assignment by Obligor, which shall continue to be governed by the terms of the Agreement). Guarantor's liability under this Guaranty shall not be affected by any bankruptcy, reorganization or insolvency of Obligor or any successor or assignee thereof or by any disaffirmance or abandonment by a trustee of Obligor.
- (D) <u>Waivers</u>. Guarantor hereby expressly waives: (i) presentment and demand for payment of any sum payable under the provisions of the Agreement, and protest of any nonpayment thereof; (ii) notice of acceptance of this Guaranty and of such presentment, demand and protest; (iii) notice of any default under this Guaranty or under the provisions of the Agreement, except as stated herein; (iv) demand for observance or performance, and enforcement, of any of the terms or conditions of this Guaranty, and/or of the Agreement, except as stated herein; (v) any and all other notices and demands that may otherwise be required by law to be given or made; and (vi) any and all rights that Guarantor may have to a trial by jury in any action brought on or with respect to this Guaranty, all rights and remedies accorded by applicable law to Guarantor, including, without limitation, any extension of time conferred by any law now or hereafter in effect, and all rights of redemption, homestead, dower and other rights or exemptions of every kind, whether common law or statutory. In addition, Guarantor hereby expressly agrees that, if this Guaranty is enforced by suit or otherwise, or if the City exercises any of its rights or remedies under the provisions of the Agreement upon any default by Obligor in performing any of Obligor's obligations thereunder, Guarantor shall reimburse the City, upon demand, for any and all

(00317028-6) E-2

expenses, including without limitation reasonable attorneys' fees, that the City incurs in connection therewith, payable within sixty (60) days after the City's written demand.

- 3. <u>Subrogation</u>. No payment by Guarantor under this Guaranty shall give Guarantor any right of subrogation to any rights or remedies of the City against Obligor under the Agreement. Until Obligor has paid and performed all of its obligations under the Agreement, Guarantor hereby waives all rights of contribution, indemnity or subrogation with respect to Obligor that might otherwise arise from Guarantor's performance under this Guaranty.
- 4. <u>Effect of this Guaranty</u>. Guarantor hereby warrants to the City that: (A) Guarantor (i) has a financial interest in the Pre-Development Project; (ii) is duly organized, validly existing, and in good standing under the laws of the State of Ohio; (iii) has full power, authority, and legal right to execute, acknowledge, and deliver this Guaranty; and (iv) there are no actions, suits, or proceedings pending or to the knowledge of Guarantor threatened against Guarantor, at law or in equity, or before any governmental department, commission, board, bureau, agency, or instrumentality which involve the possibility of any judgment or order that may result in any material adverse effect upon Guarantor; and (B) this Guaranty constitutes Guarantor's binding and enforceable legal obligation.
- 5. <u>Notices</u>. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person; (ii) upon receipt or refusal if delivered by overnight delivery with any reputable overnight courier service; or (iii) upon receipt or refusal if sent by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to Guarantor and the City, as the case may be, at the addresses set forth in the introductory paragraph of this Guaranty or such other address as may be designated from time to time by notice given to the other party in the manner prescribed herein. Guarantor shall simultaneously send, by U.S. certified mail, a copy of each notice given by Guarantor to the City hereunder to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, Ohio 45202.

## 6. General Provisions.

- (A) <u>Amendment</u>. This Guaranty may be amended or supplemented by, and only by, an instrument executed by the City and Guarantor.
- (B) <u>Waiver</u>. Neither party hereto shall be deemed to have waived the exercise of any right which it holds under this Guaranty unless that waiver is made expressly and in writing (and no delay or omission by any party hereto in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.
- (C) Applicable Law. This instrument shall be given effect and construed by application of the laws of the City of Cincinnati and the State of Ohio, and any action or proceeding arising under this Guaranty shall be brought only in the Hamilton County Court of Common Pleas. Guarantor hereto agrees that the City shall have the right to join Obligor in any action or proceeding commenced by the City under this Guaranty.
  - (D) Time of Essence. Time shall be of the essence of this Guaranty.
- (E) <u>Headings</u>. The headings of the paragraphs and subparagraphs of this Guaranty are provided herein for and only for convenience of reference and shall not be considered in construing their contents.
- (F) <u>Construction</u>. As used in this Guaranty, (i) the term "person" means a natural person, a trustee, a corporation, a partnership, a limited liability company, and any other form of legal entity; and (ii) all references made (a) in the neuter, masculine, or feminine gender shall be deemed to have been made in all such genders, (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, (c) to any paragraph or subparagraph shall, unless herein expressly indicated to the contrary, be deemed to have been made to such paragraph or subparagraph of E-3

this Guaranty, and (d) to Guarantor, the City, and Obligor shall be deemed to refer to each person hereinabove so named and their respective heirs, executors, personal representatives, successors and assigns.

- (G) <u>Severability</u>. No determination by any court or governmental body that any provision of this Guaranty or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (i) any other such provision, or (ii) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with applicable law.
- (H) <u>Entire Agreement</u>. This Guaranty represents the complete understanding between or among the parties hereto as to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, statements or agreements, either written or oral, between or among the parties hereto as to the same.
- (I) <u>Term.</u> This Guaranty shall be effective upon the execution hereof and shall remain in effect until such time as the Guaranteed Obligations are satisfied and discharged in full. At such time, Guarantor may request, and the City will endeavor to promptly provide, a written statement from the City acknowledging the same and confirming that Guarantor has no further obligations hereunder.
- (J) <u>Assignment</u>. Guarantor shall not assign its rights or interests or delegate its duties or obligations under this Guaranty to any third party without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion. Any non-permitted assignment shall be void.

[Signature Page Follows]

(00317028-6) E-4

Executed and effective as of	, 2020 (the "Effective Date").
GUARANTOR:	
THE MODEL GROUP, INC.	
Ву:	-
Name:	_
Title:	_
Approved as to Form:  Assistant City Solicitor	
This instrument prepared by:	
Office of the City Solicitor 801 Plum Street, Room 214 Cincinnati, Ohio 45202	

(00317028-6) E-5 4815-6427-6422, v.3

## **EXHIBIT F**

## to Funding Agreement

## ADDITIONAL CITY REQUIREMENTS

Developer, Co-Developer, and their 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 and Co-Developer hereby acknowledge and agree that (a) the below listing of Government Requirements is not intended to be an exhaustive list of Government Requirements applicable to the Pre-Development Project, Redevelopment Project, Developer, Co-Developer, or their 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. For the purposes of this Exhibit the term "Project" shall mean the Pre-Development Project.

#### 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 F-1

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

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

- (a) "Best Efforts" means substantially complying with all of the following as to any of its employees performing such construction, and requiring that all of its construction subcontractors substantially comply with all of the following: (1) solicitation of Minority Persons as potential employees through advertisements in local minority publications; and (2) contacting government agencies, private agencies, and/or trade unions for the job referral of qualified Minority Persons.
- (b) "Minority Person" means any person who is Black, Asian or Pacific Islander, Hispanic, American Indian or Alaskan Native.
  - (c) "Black" means a person having origin in the black racial group of Africa.
- (d) "Asian or Pacific Islander" means a person having origin in the original people of the Far East or the Pacific Islands, which includes, among others, China, India, Japan, Korea, the Philippine Islands, Malaysia, Hawaii and Samoa.
- (e) "Hispanic" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish cultural origin.
- (f) "American Indian" or "Alaskan Native" means a person having origin in any of the original people of North America and who maintains cultural identification through tribal affiliation.
  - (B) <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.

(00317028-6) F-2

## (ii) Contracts and Subcontracts; Competitive Bidding.

- (a) Applicability. This clause (ii) is applicable to "construction contracts" under Cincinnati Municipal Code Chapter 321. Municipal Code Chapter 321 defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than four thousand dollars and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority," and "contract" as "all written agreements of the City of Cincinnati, its boards or commissions, prepared and signed by the city purchasing agent or a board or commission for the procurement or disposal of supplies, service or construction."
- (b) Requirement. If CMC Chapter 321 applies to the Project, Developer is required to ensure that all contracts and subcontracts for the Project are awarded pursuant to a competitive bidding process that is approved by the City in writing. All bids shall be subject to review by the City. All contracts and subcontracts shall be expressly required by written agreement to comply with the provisions of this Agreement and the applicable City and State of Ohio laws, ordinances and regulations with respect to such matters as allocation of subcontracts among trade crafts, Small Business Enterprise Program, Equal Employment Opportunity, and Construction Workforce Goals.

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

- (a) Applicability. Pursuant to Ordinance No. 273-2002, the provision in clause (b) below applies solely where the Project receives in \$250,000 or more in direct City funding, and where such funding comprises at least 25% of the Project's budget. For the purposes of this clause (iii), "direct City funding" means a direct subsidy of City funds in the form of cash, including grants and forgivable loans, but not including public improvements, land acquisitions and sales, job creation tax credits, or tax abatements or exemptions.
- (b) Requirement. This Agreement requires that Developer issue an invitation to bid on the construction components of the development by trade craft through public notification and that the bids be read aloud in a public forum. For purposes of this provision, the following terms shall be defined as set forth below:
  - (1) "Bid" means an offer in response to an invitation for bids to provide construction work.
  - (2) "Invitation to Bid" means the solicitation for quoted prices on construction specifications and setting a time, date and place for the submission of and public reading of bids. The place for the public reading of bids shall be chosen at the discretion of Developer; however, the place chosen must be accessible to the public on the date and time of the public reading and must have sufficient room capacity to accommodate the number of respondents to the invitation to bid.
  - (3) "Trade Craft" means (a) general construction work, (b) electrical equipment, (c) plumbing and gas fitting, (d) steam and hot water heating and air conditioning and ventilating apparatus, and steam power plant, (e) elevator work, and (f) fire protection.
  - (4) "Public Notification" means (a) advertisement of an invitation to bid with ACI (Allied Construction Industries) and the Dodge Report, and (b) dissemination of the advertisement (either by mail or electronically) to the South Central Ohio Minority Business Council, Greater Cincinnati Northern Kentucky African-American Chamber of Commerce, and the Hispanic Chamber of Commerce. The advertisement shall include a description of the "scope of work" and any other information reasonably necessary for the preparation of a bid, and it shall be published and disseminated no less than fourteen days prior to the deadline for submission of bids stated in the invitation to bid.

(00317028-6) F-3

- (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>.<sup>1</sup>

- (i) Applicability. The applicability of Municipal Code Chapter 323 (Small Business Enterprise Program) is limited to construction contracts in excess of \$5,000. Municipal Code Chapter 323 defines "contract" as "a contract in excess of \$5,000.00, except types of contracts listed by the City purchasing agent as exempt and approved by the City Manager, for (a) construction, (b) supplies, (c) services, or (d) professional services." It defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than \$4,000 and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority." To the extent Municipal Code Chapter 323 does not apply to this Agreement, Developer is not subject to the various reporting requirements described in this Section (F).
- (ii) Requirement. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises ("SBE"s), which include SBEs owned by minorities and women. Accordingly, subject to clause (i) above, Developer and its general contractor shall use its best efforts and take affirmative steps to assure that SBEs are utilized as sources of supplies, equipment, construction, and services, with the goal of meeting 30% SBE participation for construction contracts and 15% participation for supplies/services and professional services contracts. An SBE means a consultant, supplier, contractor or subcontractor who is certified as an SBE by the City in accordance with Cincinnati Municipal Code ("CMC") Chapter 323. (A list of SBEs may be obtained from the Department of Economic Inclusion or from the City's web page, <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

{00317028-6} F-4

<sup>&</sup>lt;sup>1</sup> Note: DCED is currently evaluating revisions to this SBE section due to recent legislative changes adopted by Council. If DCED implements these policy changes prior to the execution of this Agreement, this section will be revised.

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

(00317028-6) F-5

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

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Theft or Payroll Fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee.

- (c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City's request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.
- (d) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall include in its contracts with all Contractors language that requires the Contractors to provide the authorizations set forth in subsection (c) above and that further requires each Contractor to include in its contracts with Subcontractors those same obligations for each Subcontractor and each lower tier subcontractor.
- (e) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall post a conspicuous notice on the Development Site throughout the entire period work is being performed pursuant to the Agreement indicating that the work being performed is subject to Cincinnati Municipal Code Chapter 326, Wage Enforcement, as administered by the City of Cincinnati Department of Economic Inclusion. Such notice shall include contact information for the Department of Economic Inclusion as provided by the department.
- (f) Under the Wage Enforcement provisions, the city shall have the authority, under appropriate circumstances, to terminate this contract or to reduce the incentives or subsidies to be provided under this contract and to seek other remedies, including debarment.

## (N) Americans With Disabilities Act; Accessibility.

- (i) <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.

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- (i) Applicability. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of "qualifying incentives" for projects involving the construction of a parking garage to include a provision requiring the inclusion of certain features in the garage relating to electric vehicles. The ordinance defines "qualifying incentives" as the provision of incentives or support for the construction of a parking garage in the form of (a) the provision of any City monies or monies controlled by the City including, without limitation, the provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, "qualifying incentives" does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to Ohio Revised Code 3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.
- (ii) Requirement. If the applicability criteria of Ordinance No. 89-2017 are met, then the following requirements shall apply to any parking garage included within the Project: (a) at least one percent of parking spaces, rounding up to the nearest integer, shall be fitted with Level 2 minimum 7.2 kilowatt per hour electric car charging stations; provided that if one percent of parking spaces is less than two parking spaces, the minimum number of parking spaces subject to this clause shall be two parking spaces; and (b) the parking garage's electrical raceway to the electrical supply panel serving the garage shall be capable of providing a minimum of 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer, and the electrical room supplying the garage must have the physical space for an electrical supply panel sufficient to provide 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer.
- (P) <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.

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## Addendum I to Additional Requirements Exhibit

# City's Prevailing Wage Determination

[WAGE DETERMINATION TO BE ATTACHED TO EXECUTION VERSION]

F-9

Section 1. SCHEDULE OF TRANSFER

Return to Source: \$2,000,000.00

Section 1. Page 1 of 1.

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM NUMBER: DESCRIPTION		PROJECT OR FUND TO BE TRANSFERRED TO NUMBER: DESCRIPTION	TOTAL BUDGE ALL FU PRIOR		AMOUNT TO BE APPROPRIATED OR TRANSFERRED
Community & Economic Dev. Economic Dev. 164	181606 Soccer Stadium Public Infrastructure Improvements	757	Miscellaneous Permanent Improvement Fund	6,383,000.00	5,383,000.00	1,000,000.00
Transportation & Engineering Planning 232	212387 East Walnut Hills Two-Way Conversion	858	Street Improvement Bond Fund	1,000,000.00	0.00	1,000,000.00

Section 2. SCHEDULE OF TRANSFER

Reprogram: \$2,000,000.00

Section 2. Page 1 of 1.

DEPT. DIVISION		PROJECT OR FUND TO BE TRANSFERRED FROM NUMBER: DESCRIPTION		PROJECT OR FUND TO BE TRANSFERRED TO NUMBER: DESCRIPTION	TOTAL BUDGE ALL FU PRIOR		AMOUNT TO BE APPROPRIATED OR TRANSFERRED
Community & Economic Dev.	757	Miscellaneous Permanent Improvement Fund	211635	Walnut Hills Former Kroger Site	0.00	1,000,000.00	1,000,000.00
Economic Dev. 164	858	Street Improvement Bond Fund	181606	Soccer Stadium Public Infrastructure Improvements	5,383,000.00	6,383,000.00	1,000,000.00

## **EMERGENCY**

**WPW** 

- 2020

**AUTHORIZING** the City Manager to execute a *Funding Agreement* with WHRF Holdings III, LLC and Nassau Avenue Investments, LLC, providing for a forgivable loan of \$1,000,000 to support acquisition, demolition, and development of the former Kroger Site in the neighborhood of Walnut Hills; ESTABLISHING new capital improvement program project account no. 980x164x211635, "Walnut Hills Former Kroger Site," for the purpose of providing resources to facilitate the acquisition, demolition, and development of the former Kroger Site in the neighborhood of Walnut Hills; AUTHORIZING the transfer and return to source Capital Funds 757 and 858 of the sum of \$2,000,000 from various capital improvement program project accounts for the purpose of decreasing certain existing capital improvement program project accounts, according to Section 1 of the attached Schedule of Transfer; AUTHORIZING the transfer and appropriation of the sum of \$2,000,000 from the unappropriated surplus of Capital Funds 757 and 858 to new or existing capital improvement program project accounts for the purpose of providing resources for certain capital improvement program project accounts, according to Section 2 of the attached Schedule of Transfer; and further DECLARING certain herein described projects to be for a public purpose.

WHEREAS, 954 E. McMillan Street located in the Walnut Hills neighborhood of Cincinnati (the "Property") is the site of a former and now vacant Kroger grocery store; and

WHEREAS, under a certain long-term ground lease the Walnut Hills Redevelopment Foundation (the "WHRF") owns or controls the improvements on the Property, including but not limited to the former grocery store structure, but it does not own the land underlying the improvements; and

WHEREAS, in partnership with The Model Group, Inc., the WHRF seeks to acquire ownership of the land underlying the improvements on the Property, repay the debt associated with the existing ground lease, terminate said ground lease, and demolish the existing improvements on the Property so that the site can be fully redeveloped (the "Project"); and

WHEREAS, the redevelopment of the Property will consist of multiple phases; will include development of both commercial and residential space, including affordable housing; and will include an investment of approximately \$75,000,000 to \$100,000,000;

WHEREAS, in the interim, prior to the full redevelopment, the site or portions of the site will be utilized as a temporary parking lot to support the Walnut Hills Business District; and

WHEREAS, in order to support the feasibility of the Project, the City's Department of Community and Economic Development has recommended that the City provide to the WHRF (or an affiliate thereof) a forgivable loan totaling \$1,000,000, which will be used to in part finance the costs of the acquisition of the Property; 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, Section 13 of Article VIII of the Ohio Constitution provides that, in order to create or preserve jobs and employment opportunities, and to improve the economic welfare of the people of the state, it is in the public interest and a proper public purpose for the state or its political subdivisions, or not-for-profit corporations designated by them, to acquire, construct, enlarge, improve or equip, and to sell, lease, exchange or otherwise dispose of, property, structures, equipment and facilities for industry, commerce, distribution and research, and to make loans and to provide moneys for the acquisition, construction, enlargement, improvement or equipment of such property, structures, equipment and facilities; and

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

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

Section 1. That the City Manager is hereby authorized to execute a *Funding Agreement* with WHRF Holdings III, LLC and Nassau Avenue Investments, LLC (collectively, "Developer"), in substantially the form attached to this ordinance as Attachment A (the "Agreement"), pursuant to which: (i) the City will make a \$1,000,000 forgivable loan to be used for acquisition of certain property located at 954 E. McMillan Street, Cincinnati, Ohio 45206, which is the former Kroger site in the neighborhood of Walnut Hills (the "Property"); and (ii) Developer will demolish the existing structure on the Property and create a temporary parking lot to support the Walnut Hills Business District, which will be replaced upon full redevelopment of the Property (the "Project").

Section 2. That the Director of Finance is authorized to establish new capital improvement program project account no. 980x164x211635, "Walnut Hills Former Kroger Site," for the purpose of providing resources to facilitate the acquisition, demolition, and development of the Property.

Section 3. That the transfer and return to source Capital Funds 757 and 858 of the sum of \$2,000,000 from various capital improvement program project accounts is hereby authorized for

the purpose of decreasing certain existing capital improvement program project accounts, according to Section 1 of the attached Schedule of Transfer.

Section 4. That the transfer and appropriation of the sum of \$2,000,000 from the unappropriated surplus of Capital Funds 757 and 858 to new or existing capital improvement program project accounts is hereby authorized for the purpose of providing resources for certain capital improvement program project accounts, according to Section 2 of the attached Schedule of Transfer.

Section 5. That Council hereby declares that the "Walnut Hills Former Kroger Site" capital improvement program project as herein described serves a public purpose because the project will foster local improvements and investment, increase neighborhood vitality, and because each project has an estimated life or period of usefulness of five years or more.

Section 6. That Council authorizes the appropriate City officials to take all necessary and proper actions as they deem necessary or appropriate to fulfill the terms of this ordinance and the Agreement, including without limitation executing any and all plats, deeds, leases, closing documents, agreements, releases, amendments, and other instruments pertaining to the Project, and including granting and accepting any and all associated easements.

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

Passed: _	, 2020
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John	Cran	ev	May	or
JOIL	Cian	LC Y .	IVIU	y OI

Attest:	
	Clerk



August 31, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: COMMUNITY REINVESTMENT AREA TAX EXEMPTION

AGREEMENT FOR OTR HOLDINGS, INC., LOCATED AT 7-11 E.

COURT STREET

Attached is an Emergency Ordinance captioned as follows:

APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with OTR Holdings, Inc., or other subsidiary of Cincinnati Center City Development Corporation (3CDC) acceptable to the City thereby authorizing a 12-year tax exemption for 100% of the value of improvements made to real property located at 7-11 E. Court Street in the Central Business District of Cincinnati, in connection with the remodeling of existing first-floor commercial space, at a total construction cost of approximately \$1,098,288.

## BACKGROUND/CURRENT CONDITIONS

OTR Holdings, Inc. is the current property owner of the project referred to as Court Street South, which includes 4 historic buildings located at 7-11 E. Court Street, 31 E. Court Street, 37 E. Court Street, and 915 Vine Street in the Central Business District. These historic buildings are currently vacant. OTR Holdings, Inc. submitted a Financial Assistance application for each of the buildings included in the Court Street South Project. These applications were received and reviewed by DCED.

## **DEVELOPER INFORMATION**

OTR Holdings, Inc. is a subsidiary of Cincinnati Center City Development Corporation (3CDC). 3CDC is a non-profit organization that has invested over \$1.47 billion dollars in development in Downtown and Over-the-Rhine over the past 15 years. This investment has resulted in 300 apartment units, 534 condominiums, 156 hotel rooms, 320 shelter beds, 1,070,500 square feet of commercial space, and 4,925 parking spaces. They recently completed a similar condominium development on the north side of Court Street.

## PROJECT DESCRIPTION

The Court Street South project is 4 separate buildings, each with ground floor commercial space and residential condos above. Upon completion this project will consist of 28 condominiums and 7,553 square feet of commercial space.

This transmittal is specific to the ground floor commercial space located at 7-11 E. Court Street, which encompasses 3,711 square feet. The estimated total project cost is \$1,349,151, with 25 permanent jobs created at a total annual payroll of \$659,816 and 11 temporary construction jobs at an annual payroll of \$562,543. This project is aligned with the Compete and Live initiatives of Plan Cincinnati, and 3CDC has received the support of the Downtown Residence Council.

## **PROPOSED INCENTIVE**

The Ordinance provides for a 100% (net 52%), 12-year CRA tax exemption for this commercial space. The exemption applies only to the increase in value of the ground floor commercial space attributable to the project improvements. Pursuant to the Commercial CRA policy established by City Council, this project is located within the Streetcar VTICA Area and is therefore subject to analysis based on project underwriting, VTICA contribution, and job creation to determine abatement terms.

The project has demonstrated a financial need due to substantial stabilization and renovation costs. This project will result in a more vibrant Court Street and a help promote a much-needed link between the Riverfront, the CBD, and Over-the-Rhine.

SUMMARY	
Forgone Public Benefit if Project Does not Proceed	
CPS PILOT (Forgone New Revenue)	(\$80,764)
VTICA (Forgone New Revenue)	(\$36,711)
Income Tax (Forgone New Revenue)	(\$180,056)
Total Public Benefit Lost	(\$297,530)
Incentive Value	
Annual Net Incentive to Developer	\$10,605
Total Term Incentive to Developer	\$127,264
City's Portion of Property Taxes Forgone	\$31,586
Public Benefit	
CPS PILOT	
Annual CPS Pilot	\$6,730
Total Term CPS PILOT	\$80,764
VTICA	
Annual VTICA	\$3,059
Total Term VTICA	\$36,711
Income Tax (Max)	\$180,056
Total Public Benefit (CPS PILOT/VTICA /Income Tax)	\$297,530
Total Public Benefit ROI*	\$2.34
City's ROI*	\$9.42
*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	ublic

CRA Tax Exemption Agreement Court Street South 7-11 E. Court St. Page 3 of 4

# **RECOMMENDATION**

The Administration recommends approval of this Emergency Ordinance.

Attachment A: Property location and photographs

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

# **Attachment A: Location and Photographs**





## EMERGENCY

# City of Cincinnati

WPW BWL

# An Ordinance No.

2020

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with OTR Holdings, Inc., or other subsidiary of Cincinnati Center City Development Corporation (3CDC) acceptable to the City thereby authorizing a 12-year tax exemption for 100% of the value of improvements made to real property located at 7-11 E. Court Street in the Central Business District of Cincinnati, in connection with the remodeling of existing first-floor commercial space, at a total construction cost of approximately \$1,098,288.

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, sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area; 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, OTR Holdings, Inc. (the "Company"), a subsidiary of Cincinnati Center City Development Corporation (3CDC), desires to remodel approximately 3,711 square feet of first-floor commercial space on real property at 7-11 E. Court Street located within the corporate boundaries of the City of Cincinnati (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*, 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 15% of the exempt real property taxes, which funds shall be committed by the third-party organization to pay for streetcar operations that specially benefit the property; 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 with OTR Holdings, Inc. or other subsidiary of Cincinnati Center City Development Corporation (3CDC) acceptable to the City (the "Agreement"), thereby authorizing a 12-year tax exemption for 100% of the assessed value of improvements made to real property located at 7-11 E. Court Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of approximately 3,711 square feet of first-floor commercial space, to be completed at a total construction cost of approximately \$1,098,288.00.

## 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 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:Clerk	<del></del>

# Attachment A to Ordinance

# **CRA Tax Exemption Agreement**

# SEE ATTACHED

#### Community Reinvestment Area Tax Exemption Agreement

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 OTR HOLDINGS, INC., an Ohio nonprofit corporation (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, dated September 27, 2017 (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. The Company is the sole owner of certain real property within the City, located at 7-11 East Court Street, Cincinnati, Ohio 45202 (the "Property"), as further described in Exhibit 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.
- E. The Company has proposed to remodel a building located on the Property, 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. The Board of Education of the Cincinnati School District (the "Board of Education"), pursuant to a certain Tax Incentive Agreement entered into with the City and dated 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.
- K. 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").
- L. 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").
- M. The Company represents that within the past five (5) years neither the Company, nor 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.
- N. 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.
- O. City Council passed (i) Motion No. 201401368 on November 19, 2014, establishing a tax incentive policy that incentivizes each applicant for a real property tax abatement in the neighborhoods of Downtown and OTR to enter into a voluntary tax incentive contribution agreement with a third-party organization ("VTICA") for an amount equal to a percentage of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"), which funds shall be committed by a third-party organization to pay for streetcar operations that specially benefit the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.
- P. The Company acknowledges that Streetcar operations in the Central Business District and Overthe-Rhine will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.
- Q. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the aforementioned 15% VTICA Contribution each year for the full term of the abatement.

R.	This Agreement has	been authorized by	Ordinance No	o2020,	passed by 0	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 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:

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to renovate approximately 3,711 square feet of existing first-floor commercial space on the Property (the "Improvements") at an estimated aggregate cost of \$1,098,288.00 to commence after the execution of this Agreement and to be completed no later than February 28, 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 remodeling shall be in compliance with applicable building code requirements and zoning regulations. 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 Section 2. forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of one hundred percent (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 twelve (12) 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 and (D) 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 <u>assessed</u>, as opposed to years in which taxes are <u>billed</u>. No exemption shall commence after tax year 2023 nor extend beyond the <u>earlier</u> of (i) tax year 2034 or (ii) the end of the twelfth (12<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</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 ("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 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

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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.

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. <u>Job Creation and Retention</u>.

- A. <u>Jobs to be Created by Company</u>. The Company agrees to use its best efforts to create (i) 15 full-time permanent jobs, (ii) 11 full-time temporary construction jobs, (iii) 10 part-time permanent jobs, and (iv) 0 part-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 Company's increase in the number of employees will result in approximately (i) \$395,889 of additional annual payroll with respect to the full-time permanent jobs, (ii) \$562,543 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs, (iii) \$263,926 of additional annual payroll with respect to the part-time permanent jobs, and (iv) \$0 of additional annual payroll prior to the completion of the Project with respect to the part-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. <u>Default</u>. 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.

- 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 in order to support streetcar operations. 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 the Company:

OTR Holdings, Inc. 1203 Walnut Street, 4<sup>th</sup> Floor Cincinnati, Ohio 45202

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 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. 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.

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").

OTR HOLDINGS, INC., an Ohio nonprofit corporation
By: Printed Name:  Title:  Date:, 2020  Authorized by resolution dated
ent

## **Exhibit A to CRA Agreement**

## **LEGAL DESCRIPTION OF PROPERTY**

[The first-floor commercial improvements located at 9-11 East Court Street – FINAL LEGAL DESCRIPTION TO BE ATTACHED TO EXECUTION VERSION]

# **Exhibit B to CRA Agreement**

# **APPLICATION FOR TAX EXEMPTION**

TO BE ATTACHED

Contract No.	

### Community Reinvestment Area Tax Exemption Agreement

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 OTR HOLDINGS, INC., an Ohio nonprofit corporation (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, dated September 27, 2017 (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. The Company is the sole owner of certain real property within the City, located at 7-11 East Court Street, Cincinnati, Ohio 45202 (the "Property"), as further described in Exhibit 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.
- E. The Company has proposed to remodel a building located on the Property, 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.
- F. 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.
- G. 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.
- H. The Company has submitted to the City an application for this tax exemption agreement (the "<u>Application</u>"), a copy of which is attached hereto as <u>Exhibit B</u>, 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.
- I. 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.
- J. The Board of Education of the Cincinnati School District (the "Board of Education"), pursuant to a certain *Tax Incentive Agreement* entered into with the City and dated 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.
- K. 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").
- L. 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").
- M. The Company represents that within the past five (5) years neither the Company, nor 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.
- N. 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.
- O. City Council passed (i) Motion No. 201401368 on November 19, 2014, establishing a tax incentive policy that incentivizes each applicant for a real property tax abatement in the neighborhoods of Downtown and OTR to enter into a voluntary tax incentive contribution agreement with a third-party organization ("VTICA") for an amount equal to a percentage of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"), which funds shall be committed by a third-party organization to pay for streetcar operations that specially benefit the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.
- P. The Company acknowledges that Streetcar operations in the Central Business District and Overthe-Rhine will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.
- Q. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the aforementioned 15% VTICA Contribution each year for the full term of the abatement.

- 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 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 Company agrees to renovate approximately 3,711 square feet of existing first-floor commercial space on the Property (the "Improvements") at an estimated aggregate cost of \$1,098,288.00 to commence after the execution of this Agreement and to be completed no later than February 28, 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 remodeling shall be in compliance with applicable building code requirements and zoning regulations. 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 one hundred percent (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 twelve (12) 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 and (D) 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 <u>assessed</u>, as opposed to years in which taxes are <u>billed</u>. No exemption shall commence after tax year 2023 nor extend beyond the <u>earlier</u> of (i) tax year 2034 or (ii) the end of the twelfth (12<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</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. Small Business Enterprise Program.<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 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

<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.

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) 15 full-time permanent jobs, (ii) 11 full-time temporary construction jobs, (iii) 10 part-time permanent jobs, and (iv) 0 part-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 Company's increase in the number of employees will result in approximately (i) \$395,889 of additional annual payroll with respect to the full-time permanent jobs, (ii) \$562,543 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs, (iii) \$263,926 of additional annual payroll with respect to the part-time permanent jobs, and (iv) \$0 of additional annual payroll prior to the completion of the Project with respect to the part-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. <u>Default</u>. 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. <u>False Statements; Penalties; Material Representations</u>.

- 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 B. 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 in order to support streetcar operations. 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 the Company:

OTR Holdings, Inc. 1203 Walnut Street, 4<sup>th</sup> Floor Cincinnati, Ohio 45202

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 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.

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	OTR HOLDINGS, INC., an Ohio nonprofit corporation
By:	By: Printed Name:  Title:, 2020  Authorized by resolution dated
Recommended by:	riamon250 by rocolumen dated
Markiea Carter, Interim Director Department of Community and Economic Developme	nt
Approved by:	
Jennifer Mackenzie, Director Department of Economic Inclusion	
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 CRA Agreement**

## LEGAL DESCRIPTION OF PROPERTY

[The first-floor commercial improvements located at 9-11 East Court Street – FINAL LEGAL DESCRIPTION TO BE ATTACHED TO EXECUTION VERSION]

# **Exhibit B to CRA Agreement**

# **APPLICATION FOR TAX EXEMPTION**

TO BE ATTACHED



August 31, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: COMMUNITY REINVESTMENT AREA TAX EXEMPTION

AGREEMENT FOR OTR HOLDINGS, INC., LOCATED AT 915

VINE STREET

Attached is an Emergency Ordinance captioned as follows:

APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with OTR Holdings, Inc., or other subsidiary of Cincinnati Center City Development Corporation (3CDC) acceptable to the City thereby authorizing a 12-year tax exemption for 100% of the value of improvements made to real property located at 915 Vine Street in the Central Business District of Cincinnati, in connection with the remodeling of existing first-floor commercial space, at a total construction cost of approximately \$390,512.

## BACKGROUND/CURRENT CONDITIONS

OTR Holdings, Inc. is the current property owner of the project referred to as Court Street South, which includes 4 historic buildings located at 7-11 E. Court Street, 31 E. Court Street, 37 E. Court Street, and 915 Vine Street in the Central Business District. These historic buildings are currently vacant. OTR Holdings, Inc. submitted a Financial Assistance application for each of the buildings included in the Court Street South Project. These applications were received and reviewed by DCED.

## **DEVELOPER INFORMATION**

OTR Holdings, Inc. is a subsidiary of Cincinnati Center City Development Corporation (3CDC). 3CDC is a non-profit organization that has invested over \$1.47 billion dollars in development in Downtown and Over-the-Rhine over the past 15 years. This investment has resulted in 300 apartment units, 534 condominiums, 156 hotel rooms, 320 shelter beds, 1,070,500 square feet of commercial space, and 4,925 parking spaces. The recently completed a similar condominium development on the north side of Court Street.

## PROJECT DESCRIPTION

The Court Street South project is 4 separate buildings, each with ground floor commercial space and residential condos above. Upon completion this project will consist of 28 condominiums and 7,553 square feet of commercial space.

This transmittal is specific to the ground floor commercial space, located at 915 Vine Street. This commercial space will be 2,652 square feet. The estimated total project cost is \$543,072 with 5 permanent jobs created at a total annual payroll of \$228,390 and 4 temporary construction jobs at an annual payroll of \$200,000. This project aligns with the Compete and Live initiatives of Plan Cincinnati, and 3CDC has received the support of Downtown Residence Council.

## **PROPOSED INCENTIVE**

The Ordinance provides for a 100% (net 52%), 12-year CRA tax exemption for this commercial space. The exemption applies only to the increase in value of the ground floor commercial space attributable to the project improvements. Pursuant to the Commercial CRA policy established by City Council, this project is located within the Streetcar VTICA Area and is therefore subject to analysis based on project underwriting, VTICA contribution, and job creation to determine abatement terms.

The project has demonstrated a financial need due to substantial stabilization and renovation costs. This project will result in a more vibrant Court Street and a help promote a much-needed link between the Riverfront, the CBD, and Over-the-Rhine.

SUMMARY	
Forgone Public Benefit if Project Does not Proceed	
CPS PILOT (Forgone New Revenue)	(\$28,717)
VTICA (Forgone New Revenue)	(\$13,053)
Income Tax (Forgone New Revenue)	(\$62,454)
Total Public Benefit Lost	(\$104,224)
Incentive Value	
Annual Net Incentive to Developer	\$3,771
Total Term Incentive to Developer	\$45,251
City's Portion of Property Taxes Forgone	\$11,231
Public Benefit	
CPS PILOT	
Annual CPS Pilot	\$2,393
Total Term CPS PILOT	\$28,717
VTICA	
Annual VTICA	\$1,088
Total Term VTICA	\$13,053
Income Tax (Max)	\$62,454
Total Public Benefit (CPS PILOT/VTICA /Income Tax)	\$104,224
Total Public Benefit ROI*	\$2.30
City's ROI*	\$9.28
*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	

CRA Tax Exemption Agreement Court Street South 915 Vine Street Page 3 of 4

## **RECOMMENDATION**

The Administration recommends approval of this Emergency Ordinance.

Attachment A: Property location and photographs

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

## **Attachment A: Location and Photographs**





## **EMERGENCY**

# City of Cincinnati



# An Ordinance No.

2020

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with OTR Holdings, Inc., or other subsidiary of Cincinnati Center City Development Corporation (3CDC) acceptable to the City thereby authorizing a 12-year tax exemption for 100% of the value of improvements made to real property located at 915 Vine Street in the Central Business District of Cincinnati, in connection with the remodeling of existing first-floor commercial space, at a total construction cost of approximately \$390,512.

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, sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area; 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, OTR Holdings, Inc. (the "Company"), a subsidiary of Cincinnati Center City Development Corporation (3CDC), desires to remodel approximately 2,652 square feet of first-floor commercial space on real property at 915 Vine Street located within the corporate boundaries of the City of Cincinnati (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*, 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 15% of the exempt real property taxes, which funds shall be committed by the third-party organization to pay for streetcar operations that specially benefit the property; 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 with OTR Holdings, Inc., or other subsidiary of Cincinnati Center City Development Corporation (3CDC) acceptable to the City (the "Agreement"), thereby authorizing a 12-year tax exemption for 100% of the assessed value of improvements made to real property located at 915 Vine Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of approximately 2,652 square feet of first-floor commercial space, to be completed at a total construction cost of approximately \$390,512.

## 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 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:	Clerk		

## **Attachment A to Ordinance**

## **CRA Tax Exemption Agreement**

# SEE ATTACHED

Contract No.	

#### Community Reinvestment Area Tax Exemption Agreement

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 OTR HOLDINGS, INC., an Ohio nonprofit corporation (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, dated September 27, 2017 (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. The Company is the sole owner of certain real property within the City, located at 915 Vine Street, Cincinnati, Ohio 45202 (the "Property"), as further described in Exhibit 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.
- E. The Company has proposed to remodel a building located on the Property, 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. The Board of Education of the Cincinnati School District (the "Board of Education"), pursuant to a certain *Tax Incentive Agreement* entered into with the City and dated 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.
- K. 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").
- L. 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").
- M. The Company represents that within the past five (5) years neither the Company, nor 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.
- N. 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.
- O. City Council passed (i) Motion No. 201401368 on November 19, 2014, establishing a tax incentive policy that incentivizes each applicant for a real property tax abatement in the neighborhoods of Downtown and OTR to enter into a voluntary tax incentive contribution agreement with a third-party organization ("VTICA") for an amount equal to a percentage of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"), which funds shall be committed by a third-party organization to pay for streetcar operations that specially benefit the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.
- P. The Company acknowledges that Streetcar operations in the Central Business District and Overthe-Rhine will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.
- Q. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the aforementioned 15% VTICA Contribution each year for the full term of the abatement.

- 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 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:

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to renovate approximately 2,652 square feet of existing first-floor commercial space on the Property (the "Improvements") at an estimated aggregate cost of \$390,512.00 to commence after the execution of this Agreement and to be completed no later than February 28, 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 remodeling shall be in compliance with applicable building code requirements and zoning regulations. 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 Section 2. forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of one hundred percent (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 twelve (12) 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 and (D) 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 <u>assessed</u>, as opposed to years in which taxes are <u>billed</u>. No exemption shall commence after tax year 2023 nor extend beyond the <u>earlier</u> of (i) tax year 2034 or (ii) the end of the twelfth (12<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</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. Small Business Enterprise Program.<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 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

<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.

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) 5 full-time permanent jobs, (ii) 4 full-time temporary construction jobs, (iii) 0 part-time permanent jobs, and (iv) 0 part-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 Company's increase in the number of employees will result in approximately (i) \$228,390 of additional annual payroll with respect to the full-time permanent jobs, (ii) \$200,020 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs, (iii) \$0 of additional annual payroll with respect to the part-time permanent jobs, and (iv) \$0 of additional annual payroll prior to the completion of the Project with respect to the part-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. <u>Default</u>. 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.

Material Representations - Board of Education Agreement and VTICA. The В. 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 in order to support streetcar operations. 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. Notices. 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:

OTR Holdings, Inc. 1203 Walnut Street, 4th Floor Cincinnati, Ohio 45202

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 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.

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	OTR HOLDINGS, INC., an Ohio nonprofit corporation
By:	By:  Printed Name:  Title:, 2020  Authorized by resolution dated
Recommended by:	
Markiea Carter, Interim Director Department of Community and Economic Development	ent
Approved by:	
Jennifer Mackenzie, Director Department of Economic Inclusion	
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 CRA Agreement**

## LEGAL DESCRIPTION OF PROPERTY

[The first-floor commercial improvements located at 915 Vine Street – FINAL LEGAL DESCRIPTION TO BE ATTACHED TO EXECUTION VERSION]

## **Exhibit B to CRA Agreement**

## **APPLICATION FOR TAX EXEMPTION**

TO BE ATTACHED

Contract No.	

#### Community Reinvestment Area Tax Exemption Agreement

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 OTR HOLDINGS, INC., an Ohio nonprofit corporation (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, dated September 27, 2017 (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. The Company is the sole owner of certain real property within the City, located at 915 Vine Street, Cincinnati, Ohio 45202 (the "Property"), as further described in Exhibit 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.
- E. The Company has proposed to remodel a building located on the Property, 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. The Board of Education of the Cincinnati School District (the "Board of Education"), pursuant to a certain *Tax Incentive Agreement* entered into with the City and dated 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.
- K. 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").
- L. 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").
- M. The Company represents that within the past five (5) years neither the Company, nor 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.
- N. 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.
- O. City Council passed (i) Motion No. 201401368 on November 19, 2014, establishing a tax incentive policy that incentivizes each applicant for a real property tax abatement in the neighborhoods of Downtown and OTR to enter into a voluntary tax incentive contribution agreement with a third-party organization ("VTICA") for an amount equal to a percentage of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"), which funds shall be committed by a third-party organization to pay for streetcar operations that specially benefit the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.
- P. The Company acknowledges that Streetcar operations in the Central Business District and Overthe-Rhine will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.
- Q. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the aforementioned 15% VTICA Contribution each year for the full term of the abatement.

- 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 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 Company agrees to renovate approximately 2,652 square feet of existing first-floor commercial space on the Property (the "Improvements") at an estimated aggregate cost of \$390,512.00 to commence after the execution of this Agreement and to be completed no later than February 28, 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 remodeling shall be in compliance with applicable building code requirements and zoning regulations. 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 one hundred percent (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 twelve (12) 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 and (D) 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 <u>assessed</u>, as opposed to years in which taxes are <u>billed</u>. No exemption shall commence after tax year 2023 nor extend beyond the <u>earlier</u> of (i) tax year 2034 or (ii) the end of the twelfth (12<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</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. Small Business Enterprise Program.<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 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

<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.

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) 5 full-time permanent jobs, (ii) 4 full-time temporary construction jobs, (iii) 0 part-time permanent jobs, and (iv) 0 part-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 Company's increase in the number of employees will result in approximately (i) \$228,390 of additional annual payroll with respect to the full-time permanent jobs, (ii) \$200,020 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs, (iii) \$0 of additional annual payroll with respect to the part-time permanent jobs, and (iv) \$0 of additional annual payroll prior to the completion of the Project with respect to the part-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. <u>Default</u>. 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 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 in order to support streetcar operations. 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. Notices. 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:

OTR Holdings, Inc. 1203 Walnut Street, 4<sup>th</sup> Floor Cincinnati, Ohio 45202

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 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.

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	OTR HOLDINGS, INC., an Ohio nonprofit corporation
By:	By: Printed Name:  Title:, 2020  Authorized by resolution dated
Recommended by:	, (a.i.o.)250 by 1000/ai.o.i. datod
Markiea Carter, Interim Director Department of Community and Economic Developme	nt
Approved by:	
Jennifer Mackenzie, Director Department of Economic Inclusion	
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 CRA Agreement**

## LEGAL DESCRIPTION OF PROPERTY

[The first-floor commercial improvements located at 915 Vine Street – FINAL LEGAL DESCRIPTION TO BE ATTACHED TO EXECUTION VERSION]

## **Exhibit B to CRA Agreement**

## APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED



August 31, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: FUNDING AGREEMENT FOR COURT AND VINE HOLDINGS,

LLC. COURT STREET HOUSING REDEVELOPMENT

Attached is an Emergency Ordinance captioned as follows:

**AUTHORIZING** the City Manager to execute a Funding Agreement with Court and Vine Holdings, LLC, or other subsidiary of Cincinnati Center City Development Corporation (3CDC) acceptable to the City, providing for a forgivable loan of \$1,500,000 and development of a scattered-site, mixed-use project in the Central Business District of Cincinnati consisting of the construction of approximately twenty-eight market-rate residential condominium units and 8,943 square feet of commercial space; ESTABLISHING new capital improvement program 980x164x211630, "Court project account no. Street Redevelopment - TIF" to provide resources for the acquisition of real property associated with the development; AUTHORIZING the transfer and appropriation of the sum of \$1,500,000 from the unappropriated surplus of Downtown/OTR West Equivalent Fund 482 (Downtown/OTR West TIF District) to the newly-established capital improvement program project account no. 980x164x211630, "Court Street Housing Redevelopment - TIF," to provide resources for the acquisition of property associated with the development in the form of a forgivable loan; and further DECLARING expenditures from such project account serve a public purpose.

### BACKGROUND/CURRENT CONDITIONS

OTR Holdings, Inc. is the current property owner of the project referred to as Court Street South, which includes 4 historic buildings located at 7-11 E. Court Street, 31 E. Court Street, 37 E. Court Street, and 915 Vine Street in the Central Business District. These historic buildings are currently vacant. OTR Holdings, Inc. submitted a Financial Assistance application for each of the buildings included in the Court Street South Project. These applications were received and reviewed by DCED.

Funding Agreement Court Street South Page 2 of 3

### **DEVELOPER INFORMATION**

OTR Holdings, Inc. and Court and Vine Holdings, LLC are subsidiaries of Cincinnati Center City Development Corporation (3CDC), a non-profit organization that has invested over \$1.47 billion dollars in development in Downtown and Over-the-Rhine over the past 15 years. This investment has resulted in 300 apartment units, 534 condominiums, 156 hotel rooms, 320 shelter beds, 1,070,500 square feet of commercial space, and 4,925 parking spaces. They recently completed a similar condominium development on the north side of Court Street.

### PROJECT DESCRIPTION

The Court Street South project is 4 separate buildings, each with ground floor commercial space and residential condos above. Upon completion this project will consist of 28 condominiums and 7,553 square feet of commercial space.

This transmittal specifically refers to the residential condo portion of the project. The residential condos will consist of mostly one-bedroom condos, with a small portion of two-bedrooms condos. Their unit size ranges from 486 square feet to 1205 square feet. The average sale price of the units is projected to be \$398 per square foot. The estimated total project cost is \$11,579,772. This project will create eight permanent jobs at a total annual payroll of \$250,000 and 58 temporary construction jobs at an annual payroll of \$2,986,069. This project aligns with the Compete and Live Initiatives of Plan Cincinnati, and 3CDC has received the support of the Downtown Residence Council.

### PROPOSED INCENTIVE

DCED is recommending a forgivable loan of \$1,500,000 to fund acquisition costs of the Court Street South project based on its "but-for" analysis and determination that such incentive is needed to fill a budget gap to make this project feasible. The loan is structured to be forgiven and/or repaid at the end of year three, with any repayment dependent upon the level of net profits earned by the developer on the sale of residential condominium units. Increasing homeownership in the urban core is an important factor in stabilizing the Downtown small business economy. This project will result in a more vibrant Court Street and a help promote a much-needed link between the Riverfront, the CBD, and Over-the-Rhine.

### RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

Attachment: A. Property location and photographs

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

**Attachment A: Location and Photographs** 





### **EMERGENCY**

# City of Cincinnati

WPW AWL

# An Ordinance No.

- 2020

AUTHORIZING the City Manager to execute a *Funding Agreement* with Court and Vine Holdings, LLC, or other subsidiary of Cincinnati Center City Development Corporation (3CDC) acceptable to the City, providing for a forgivable loan of \$1,500,000 and development of a scattered-site, mixed-use project in the Central Business District of Cincinnati consisting of the construction of approximately twenty-eight market-rate residential condominium units and 8,943 square feet of commercial space; ESTABLISHING new capital improvement program project account no. 980x164x211630, "Court Street Housing Redevelopment - TIF" to provide resources for the acquisition of real property associated with the development; AUTHORIZING the transfer and appropriation of the sum of \$1,500,000 from the unappropriated surplus of Downtown/OTR West Equivalent Fund 482 (Downtown/OTR West TIF District) to the newly-established capital improvement program project account no. 980x164x211630, "Court Street Housing Redevelopment - TIF," to provide resources for the acquisition of property associated with the development in the form of a forgivable loan; and further DECLARING expenditures from such project account serve a public purpose.

WHEREAS, under the proposed *Funding Agreement*, a copy of which is attached to this ordinance as Attachment A, the City will provide a \$1,500,000 forgivable loan, and Court and Vine Holdings, LLC (the "Developer"), a subsidiary of Cincinnati Center City Development Corporation (3CDC), will undertake a scattered-site development consisting of the construction of approximately twenty-eight market-rate residential condominium units and 8,943 square feet of commercial space in the City's Central Business District (the "Project"); and

WHEREAS, in order to support the feasibility of the Project, the City's Department of Community and Economic Development has recommended a forgivable loan totaling \$1,500,000, which will be used to in part finance the costs of the Project; and

WHEREAS, this Council, by Ordinance No. 413-2002 passed on December 18, 2002, created the District 3-Downtown/OTR West TIF District Incentive District (the "TIF District") to, in part, fund public infrastructure improvements, as defined in Section 5709.40 of the Ohio Revised Code, that benefit or serve the TIF District, including acquisition of real property in aid of industry, commerce, distribution, or research; and

WHEREAS, the Project site is located within the boundaries of the TIF District; and

WHEREAS, Developer anticipates that the Project will create approximately 38 full-time equivalent permanent jobs with annual payroll of \$1,240,689 and 81 full-time equivalent temporary construction jobs with a total payroll of \$4,171,119 during the construction period; 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, Section 13 of Article VIII of the Ohio Constitution provides that, in order to create or preserve jobs and employment opportunities, and to improve the economic welfare of the people of the state, it is in the public interest and a proper public purpose for the state or its political subdivisions, or not-for-profit corporations designated by them, to acquire, construct, enlarge, improve or equip, and to sell, lease, exchange or otherwise dispose of, property, structures, equipment and facilities for industry, commerce, distribution and research, and to make loans and to provide moneys for the acquisition, construction, enlargement, improvement or equipment of such property, structures, equipment and facilities; and

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

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

Section 1. That the City Manager is hereby authorized to execute a *Funding Agreement* with Court and Vine Holdings, LLC, or other subsidiary of Cincinnati Center City Development Corporation (3CDC) that is acceptable to the City ("Developer"), in substantially the form attached to this ordinance as Attachment A (the "Agreement"), pursuant to which: (a) Developer will construct approximately twenty-eight market-rate residential condominium units and 8,943 square feet of commercial space (the "Project"), and (b) the City will make a \$1,500,000 forgivable loan to support the Project.

Section 2. That the Director of Finance is authorized to establish new capital improvement program project account no. 980x164x211630, "Court Street Housing Redevelopment - TIF," for the purpose of providing resources for the acquisition of real property in the Central Business District of Cincinnati (the "Public Infrastructure Improvements") associated with the Project, as more particularly described in the Agreement.

Section 3. That the Director of Finance is hereby authorized to transfer and appropriate the sum of \$1,500,000 from the unappropriated surplus of Downtown/OTR West Equivalent Fund 482 to newly-established capital improvement program project account no. 980x164x211630, "Court Street Housing Redevelopment - TIF," to provide resources for the acquisition of property in the Central Business District of Cincinnati in the form of a forgivable loan to finance the Public Infrastructure Improvements associated with the Project, as allowable by Ohio law.

Section 4. That Council hereby declares that the Public Infrastructure Improvements constitute a "Public Infrastructure Improvement" (as defined in Section 5709.40(A)(8) of the Ohio Revised Code), that will benefit and/or serve the District 3-Downtown/OTR West TIF District Incentive District, subject to compliance with ORC Sections 5709.40 through 5709.43.

Section 5. That the Public Infrastructure Improvements are hereby declared to serve a public purpose.

Section 6. That Council authorizes the appropriate City officials to take all necessary and proper actions as they deem necessary or appropriate to fulfill the terms of this ordinance and the Agreement, including, without limitation, executing any and all plats, deeds, leases, closing documents, agreements, amendments, and other instruments pertaining to the Project, and including granting and accepting any and all associated easements.

Section 7. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to enable Developer to move forward with the Project as soon as possible and finalize all necessary financing, which will result in the creation of jobs, the creation of

additional nousing, and the stimulation of economic growt	in the Central Business District of
Cincinnati at the earliest possible date.	
Passed:, 2020	
-	John Cranley, Mayor
Attent	

## **ATTACHMENT A**

Contract	No.	
Contract	No.	

### **FUNDING AGREEMENT**

between the

CITY OF CINCINNATI

and

COURT AND VINE HOLDINGS, LLC

Project: Court Street Redevelopment (Acquisition loan in the amount of \$1,500,000)

Date: \_\_\_\_\_\_, 2020

### **FUNDING AGREEMENT**

This FUNDING AGREEMENT (the "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 805 Central Avenue, Suite 700, Cincinnati, OH 45202; Attention: Department of Community and Economic Development (the "City"), and COURT AND VINE HOLDINGS, LLC, an Ohio nonprofit limited liability company, the address of which is 1203 Walnut St, 4th Floor, Cincinnati, OH 45202 ("Developer").

#### Recitals:

- A. The Developer seeks to acquire certain real property located in the north of the City's Central Business District located at 7-11 East Court Street, 915-917 Vine Street, and 31 and 37 East Court Street, Cincinnati, OH 45202, all as more particularly described on the attached <a href="Exhibit A">Exhibit A</a> (*Property*) (collectively, the "**Property**").
- B. Developer intends to redevelop the Property into approximately 28 residential condominiums and 8,943 square feet of commercial space, all as further described below in <a href="Exhibit B">Exhibit B</a> (Scope of Work and Project Budget) (collectively, the "Project").
- C. Developer will commence on-site construction of the Project no later than **December 1, 2020** (the "Commencement Deadline") and will substantially complete construction of the Project no later than **February 1, 2022** (the "Completion Deadline").
- D. Developer anticipates that the Project will result in the creation of approximately (i) 38 full-time equivalent permanent jobs with an estimated annual total payroll of \$1,240,689 within 1 year following the completion of the Project and (ii) 81 temporary full-time equivalent construction jobs with an estimated total payroll of \$4,171,119 during the duration of the Project.
- E. Section 13 of Article VIII of the Ohio Constitution provides that, in order to create or preserve jobs and employment opportunities, and to improve the economic welfare of the people of the state, it is in the public interest and a proper public purpose for the state or its political subdivisions, or not-for-profit corporations designated by them, to acquire, construct, enlarge, improve or equip, and to sell, lease, exchange or otherwise dispose of, property, structures, equipment and facilities for industry, commerce, distribution and research, and to make loans and to provide moneys for the acquisition, construction, enlargement, improvement or equipment of such property, structures, equipment and facilities.
- F. In furtherance of the herein described public purposes and upon the terms and conditions set forth in this Agreement, the City desires to lend to Developer a loan in the principal amount of up to \$1,500,000.00 (the "Loan"). The Loan shall be made using funds generated from the Central Business District-OTR West Tax Increment Financing District (the "TIF District").
- G. The City has determined that providing Developer with the Loan to acquire the Property is commercial in nature, that the Project will create employment opportunities, stimulate economic growth and tourism in the area, and help to revitalize Central Business District, and that therefore the Project constitutes a proper public purpose. Further the City has determined that such Project will benefit or serve the TIF District, as the Project will redevelop underutilized real estate and generate economic benefits and employment opportunities that will positively impact such area.

H.	Pursuant	to Ordin	ance N	o. [	], pass	ed on [		], Cir	ncinn	ati City (	Council
declared the	Project to	serve a	public	purpose,	appropriated	d funding	for the	Project,	and	authoriz	ed the
execution of	this Agreer	ment.									

(00318119-4) 2

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

1. <u>Term</u>. The term of this Agreement shall commence on the Effective Date and shall end on the date on which (i) the entire outstanding balance of the Loan has either been repaid by Developer or has been forgiven in accordance with the Note (as defined below) and (ii) Developer has satisfied all obligations to the City under this Agreement (the "Term").

### 2. <u>Due Diligence</u>.

- (A) <u>Due Diligence Materials</u>. Prior to the City's disbursement of the Loan, Developer shall deliver the following items to the City for its review and approval, all of which shall be in a form and substance acceptable to the City (collectively, "**Due Diligence Materials**"):
  - (i) <u>Title Commitment</u>: A commitment of title insurance for the Property, for issuance of both an owner's policy and a lender's policy of title insurance, prepared by a reputable national title insurance company and in such form acceptable to the City, evidencing the title company's commitment to issue an Owner's Policy of Title Insurance to Developer and a Lender's Policy of Title Insurance to the City (the "Title Commitment");
  - (ii) Environmental Report: An environmental assessment report for the Property, starting with a Phase I assessment and including any additional assessments as may be required by the City's Office of Environment & Sustainability if appropriate, prepared by a qualified environmental professional in a form acceptable to the City;
  - (iii) <u>Site Control</u>: Evidence of a valid, executed purchase agreement for acquisition by Developer of the Property or other evidence of site control acceptable to the City;
  - (iv) <u>Insurance</u>: Evidence that Developer has secured all insurance policies required by the Loan Documents (as defined below);
  - (v) <u>Financing</u>: Evidence that Developer has secured or will be able to secure all financing necessary to complete the Project; and
  - (vi) Other Information: Such other information and documents pertaining to Developer or the Project as the City may reasonably require.

Once the Due Diligence Materials have been approved by the City, Developer shall not make or permit any changes thereto without the prior written consent of the Director of the City's Department of Community and Economic Development ("DCED"). The City may, in its sole and absolute discretion, waive the requirement for delivery of any of the Due Diligence Materials or may permit that any of the Due Diligence Materials be delivered following the Closing (as defined below). Developer shall complete all of its due diligence investigations at no cost to the City.

- (B) Right to Terminate Agreement with Respect to Due Diligence Materials. If, prior the Closing, after exercising good faith efforts, the City or the Developer does not approve of the Due Diligence Materials, the City or Developer may terminate this Agreement by giving written notice thereof to the other party, whereupon neither party shall thereafter have any rights or obligations to the other under this Agreement.
- (C) <u>Copies of Due Diligence Materials to be Provided to City</u>. Without limitation of Developer's other obligations under this Agreement, Developer, at no cost to the City, shall provide DCED with copies of any inspection, engineering, and environmental reports, title reports, surveys, and other materials prepared by third party professionals obtained by Developer prior to Closing that pertain to the Property or the Project.

(00318119-4) 3

### 3. Loan Terms and Disbursement Conditions.

- (A) Amount of Loan; Eligible Uses. Subject to the terms and conditions of this Agreement, the City agrees to lend the Loan to Developer, and Developer agrees to borrow the Loan from the City. The Loan will be made with tax increment financing funds, generated from the TIF District which was established under Ohio Revised Code 5709.40, and shall not exceed \$1,500,000.00. The proceeds of the Loan shall be used solely (i) to finance the purchase price of the Property for acquisition by Developer of the Property and (ii) for other related customary closing or acquisition costs approved by the City in writing in advance of the Closing ((i) and (ii) collectively, the "Eligible Uses") and for no other purpose. For the avoidance of doubt, Developer shall not use any portion of the Loan to pay for the purchase of inventory, supplies, furniture, trade fixtures, or any other items of personal property, or to establish a working capital fund.
- (B) Note & Mortgage. Prior to disbursement of the Loan, Developer shall (i) execute a promissory note in the form of Exhibit C (Form of Promissory Note) hereto (the "Note"), and (ii) execute and record a mortgage, in the form of Exhibit D (Form of Mortgage) hereto, in favor of the City (the "Mortgage"; this Agreement, the Note, the Mortgage, the Guaranty (as defined below), and any other documents executed by Developer to evidence the Loan are referred to herein collectively as the "Loan Documents"). Developer shall repay the Loan in accordance with the terms of the Note, and the Note and Mortgage shall be in the full amount of the Loan. If Developer fails to timely complete any obligations with respect to the Project, as and when required under this Agreement or the Note, the City may declare all amounts of the Loan disbursed by the City to be immediately due and payable and may foreclose on the Developer's interest in the Property by enforcing the Mortgage.

Notwithstanding the forgoing, the City recognizes and accepts that the Mortgage shall be a subordinate lien on the Property, and the City's interests under the Note and Mortgage shall be subordinate to debt in the amount of (i) \$7,560,493 on the residential condominium portion of the Property, (ii) \$2,976,853 on the commercial component of the Property, and (iii) an additional \$450,723 in debt related to acquisition of the Property that is encumbering both the residential condominium portion of the Property and the commercial component of the Property (all collectively, as one or more loans, the "Senior Loans"), which Senior Loans will be made or have been made by one or more senior lenders (collectively, the "Senior Lenders"). Upon request, the City agrees to execute documentation, in such form acceptable to the City, documenting or confirming such subordination to the Senior Loans.

- (C) <u>Mortgage Releases</u>. Upon the earlier of payment in full or forgiveness of the Loan and upon written request by Developer, the City shall prepare and execute a release of the Mortgage; *provided however*, upon written request of Developer, the City agrees to execute partial releases of the Mortgage as necessary for completion of the sale of the residential condominium units developed as part of the Project to individual home owners. Developer shall provide to the City any such written request for a partial release no less than 15 business days prior to the date that such release is needed for closing on the sale of a residential condominium unit. All releases hereunder shall be recorded at the sole cost of Developer.
- (D) <u>Payment and Completion Guaranty</u>. Cincinnati Center City Development Corporation, an Ohio non-profit corporation known as 3CDC, is the parent company of Developer and will therefore benefit from the Project; therefore, as a condition of the Loan, Guarantor shall have executed a *Payment and Completion Guaranty* substantially in the form of the attached <u>Exhibit E</u> (*Form of Payment and Completion Guaranty*) ("**Guaranty**").
- (E) <u>Conditions for Disbursement of Loan</u>. The City shall disburse the Loan in accordance with Section 3(F) below following satisfaction of all of the following conditions (the "**Disbursement Conditions**"):
  - (i) <u>Due Diligence Materials Approval</u>: Approval by the City, in its sole discretion, of all Due Diligence Materials;
  - (ii) <u>Loan Documents</u>: Delivery to the City of executed copies of all Loan Documents;
  - (iii) Guaranty: Delivery to the City of the fully executed Guaranty, executed by Guarantor;

- (iv) <u>Security Interest</u>: Delivery to the City of evidence satisfactory to the City that Developer has taken all such action, executed and delivered or caused to be executed and delivered all such documents and instruments, including a counterpart of the executed Mortgage, which upon recording in the Hamilton County Recorder's office will create a valid and perfected third-priority security interest for the City in the Property, subordinate only to the Senior Lender's interest:
- (v) <u>Community Engagement</u>: Evidence that Developer has engaged the applicable community council regarding the Project;
- (vi) <u>Title Insurance Policy</u>: Evidence that the title insurance company is ready to issue a Title Insurance Policy pursuant to the Title Commitment, which was approved by the City;
- (vii) Closing Documentation: Receipt and approval by the City of a copy of the proposed General Warranty Deed from seller of the Property, the proposed settlement statement, and any and all other closing documents pertaining to Developer's purchase of the Property from the seller;
- (viii) Payment Voucher & Wire Instructions: City's receipt from Developer of a proper payment voucher, in such form as the City will provide to Developer, and wiring instructions for disbursement of the Loan at Closing or otherwise as necessary to close in escrow:
- (ix) No Default: Developer is in full compliance with all requirements under the Loan Documents; and
- (x) Project Completion: Sufficient evidence that the Developer is prepared and capable of otherwise undertaking and completing all necessary actions to commence the Project promptly following disbursement of the Loan and thereafter to pursue completion of the Project in a timely manner and otherwise in accordance with the terms of this Agreement.

The City may, in its sole and absolute discretion, waive in writing any of the Disbursement Conditions. The City and Developer acknowledge the Developer intends to use the Loan for the acquisition of the Property as contemplated by the definition of Eligible Uses, and the City will therefore within 10 business days of the satisfaction of the Disbursement Conditions disburse the Loan in coordination with the title company organizing the Closing and otherwise in accordance with the terms herein.

- (F) <u>Closing</u>. After the Effective Date, Developer shall thereafter take all steps necessary to close on the purchase of the Property from the seller (the "Closing"). The Closing is estimated to take place on or before <u>November 1, 2020</u>. At the Closing, the Developer shall execute all customary closing documents and provide copies to the City. Developer shall be responsible for all costs of Closing, including but not limited to closing, escrow, and recording fees and any other costs or expenses necessary to complete the transaction contemplated by this Agreement. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate, and thereafter neither party shall have any rights or obligations to the other, if for any reason the Closing does not occur by <u>December 31, 2020</u>; provided however, such timeframe may be extended by the Director of DCED upon written approval of such extension.
- (G) <u>Disbursement Procedure</u>. Provided that all of the Disbursement Conditions have been satisfied in a timely manner, at Closing, the City shall disburse the proceeds of the Loan to Developer, which shall only be utilized for Eligible Uses. The City shall not be required to disburse the proceeds of the Loan to Developer in advance of the Closing and may require that any Loan disbursement be disbursed into escrow for the Closing. If the amount of funds necessary to finance all Eligible Uses is *less than* \$1,500,000.00, the amount of the Loan made available by the City under this Agreement shall be reduced to such lesser amount. In no circumstances shall the City be obligated to disburse proceeds of the Loan in an amount in excess of the proceeds necessary to finance the Eligible Uses.
- (H) <u>No Other City Assistance</u>. Except for the City's agreement to provide the Loan as described in this Agreement, the City shall not be responsible for any costs associated with the completion of the Project.

(00318119-4) 5

### 4. Project Terms.

- (A) <u>Commencement and Completion of Construction</u>. Following the Loan Closing, Developer shall (i) apply for and receive the required building permits from the City's Department of Buildings and Inspections for construction of the Project and commence on-site construction of the Project in accordance with the Final Plans (the "Construction Commencement") no later than the Commencement Deadline and (ii) complete construction of the Project (as evidenced by a certificate of occupancy for the Project) in accordance with the Final Plans and all other City approvals (the "Construction Completion") no later than the Completion Deadline; provided however, the City may, upon Developer's request and at the City's sole discretion, extend the Commencement Deadline or the Completion Deadline, in either case for up to a maximum of nine (9) additional months, with any such extension effective upon written approval by the Director of DCED.
- (B) Applicable Laws. Developer shall obtain and maintain all necessary City and other governmental permits, licenses and other approvals and shall comply with all applicable federal, state and local laws, codes, ordinances and other governmental requirements applicable to the Project and the Property including without limitation those set forth on <a href="Exhibit F">Exhibit F</a> (Additional City Requirements) hereto. The City makes no representations or other assurances to Developer that Developer will be able to obtain whatever variances, permits or other approvals from the City's Department of Buildings and Inspections, the Department of City Planning, City Planning Commission, or City Council that may be required in connection with the Project.
- (C) <u>Insurance Requirements.</u> Throughout the Term, Developer shall maintain the following insurance policies:
  - (i) special peril (formerly known as "all-risk") full replacement cost property insurance on the Property, naming the City and Developer as their interests may appear;
  - (ii) liability insurance covering claims for bodily injury, personal injury or death, and property damage occurring at the Property in an amount of at least \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming the City as an additional insured with respect to the Project; and
  - (iii) workers' compensation insurance as required by law.
- (D) <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 itself against such loss or damage by maintaining adequate insurance. Developer shall cause its property insurance policies (and shall cause its general contractor's insurance policies) to include a waiver of subrogation provision consistent with the foregoing waiver.
- (E) <u>Environmental Indemnity</u>. As a material inducement to the City to enter into this Agreement, Developer does hereby agree that, with respect to any environmental condition on or otherwise affecting the Property that exists at or prior to the time of the City's execution of this Agreement (herein, a "**Pre-existing Environmental Condition**"), and regardless of whether or not such Pre-existing Environmental Condition is described in any environmental assessment or any other environmental report that may have been generated in connection with this Agreement, Developer shall: (i) at no expense to the City, promptly take all steps necessary to remediate such Pre-existing Environmental Condition, within a reasonable time after discovery, to the satisfaction of the City's Office of Environmental Quality; and (ii) defend, indemnify, and hold the City 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 City as a result of or arising from any such Pre-existing Environmental Condition. Developer's

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remediation and indemnity obligations under this paragraph shall survive Developer's completion of the Project.

- (F) <u>General 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, the general contractor, or their respective agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at the request of Developer or general contractor in connection with the Project.
- 5. <u>Casualty; Eminent Domain.</u> If, during the Term of this Agreement, the improvements on the Property are damaged or destroyed by fire or other casualty, or if any portion of the Property is taken by exercise of eminent domain (federal, state or local), Developer shall cause the Property to be repaired and restored, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which the property was in immediately prior to such occurrence. Developer shall handle all construction in accordance with the applicable requirements set forth herein, including without limitation obtaining the City's approval of the plans and specifications if they deviate from the final plans and specifications as initially approved by the City hereunder. Developer shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the affected property is 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 dissolution of any of the entities comprising Developer or Guarantor (during the term of the Guaranty) or the filing of any bankruptcy or insolvency proceedings by or against any of them, the appointment of a receiver (temporary or permanent) for any of them, the attachment of, levy upon, or seizure by legal process of any property of any of them, or the insolvency of any of them; or
- (ii) The failure of Developer or Guarantor (during the term of the Guaranty) to perform or observe any obligation, duty, or responsibility under this Agreement or any other Loan Document days (provided that a failure of the Guarantor to perform under the Guaranty shall be deemed a failure of Developer to perform under this Agreement) and (a) if such failure is reasonably susceptible to being cured within thirty (30) days, Developer fails to cure such failure within thirty (30) days of Developer receiving written notice of such failure from the City; or (b) if such failure is not reasonably susceptible to being cured within such 30 day period, Developer fails (i) to commence to cure such failure within such 30 day period or (ii) thereafter fails to diligently pursue such cure to completion and actually complete such cure within ninety (90) days of Developer receiving written notice of such failure from the City; or (c) if the failure creates a dangerous condition or otherwise constitutes an emergency as determined by the City, Developer fails to take corrective action immediately upon discovering such dangerous condition or otherwise 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.
- (B) Remedies. Upon the occurrence of an event of default under this Agreement, the City shall be entitled to: (i) terminate this Agreement by giving Developer written notice thereof; (ii) take such actions in the way of "self help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of Developer; (iii) require repayment of any and all of the Loan previously disbursed by the City to Developer under this Agreement; and (iv) exercise any and all other rights and remedies under this Agreement, under the Note or Mortgage, or otherwise available at law or in equity, including without limitation pursuing an action for specific performance, all such rights and remedies being cumulative. 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 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. Notwithstanding anything in this Agreement to the contrary, under no circumstances shall the City be obligated to disburse the Loan to Developer if Developer is then in default under this Agreement.

- (B) 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. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses set forth in the introductory paragraph of this Agreement. Notices shall be deemed given on the date of receipt. 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.
- (D) Representations, Warranties and Covenants of Developer. Developer makes the following representations, warranties, and covenants to induce the City to enter into this Agreement:
- (i) Developer is a non-profit limited liability company, organized and validly existing under the laws of the State of Ohio, has properly filed all certificates and reports required to be filed by it under the laws of the State of Ohio, and is not in violation of any laws of the State of Ohio relevant to the transactions contemplated by this Agreement.
- (ii) Developer has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for herein. This Agreement has by proper action been duly authorized, executed and delivered by Developer and all actions necessary have been taken to constitute this Agreement, when executed and delivered, valid and binding obligations of Developer.
- (iii) 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 the organizational documents of Developer, 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 with its normal operations 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.
- (viii) Developer shall fully comply with any and all relevant relocation laws that may be applicable to Developer's activities under the Agreement including, but not limited to, Cincinnati Municipal Code Chapter 740.

### 7. Reporting Requirements.

{00318119-4}

- (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, administrative, operational and other reports, records, statements and information as may be reasonably 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"). If at any time the City deems it necessary to review audited financial statements, Developer shall furnish the same to the City upon the City's written request (not more than once per year). 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 completion of the Project.
- (B) <u>City's Right to Inspect and Audit</u>. For a period of three (3) years after the Term, 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.
- 8. Recognition of City Funding. Developer shall acknowledge the financial 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 funder, Developer shall use either the phrase "Funding provided 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 of completion of the Project.

### 9. General Provisions.

### (A) Assignment; Change of Control.

- (i) <u>Assignment</u>. Developer shall not assign its rights or interests under this Agreement to any third party without the prior written consent of the City, which consent may be withheld in the City's sole discretion. The City hereby consents to Developer's collateral assignment of its rights under this Agreement to any construction lender(s) for the Project and to an assignment of Developer's rights under this Agreement to any affiliate of Developer for purposes of completing the Project. Any such permitted assignment shall not act as a release of Developer, unless otherwise agreed to in writing by the City, and any prohibited assignment shall be void.
- (ii) <u>Change of Control</u>. Developer shall not permit a Change of Control (as defined below) without the prior written consent of the City, which consent may be withheld in the City's sole discretion. As used herein, "**Change of Control**" means a change in the ownership of Developer such that Guarantor has less than a 51% direct or indirect voting interest in Developer and lack the power to direct or cause the direction of the management and policies of Developer, whether through the ownership of ownership interests in Developer, by contract, or otherwise.
- (B) <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.

(00318119-4) 9

- (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. Developer shall not assign its rights or obligations under this Agreement without the prior written consent of the City, and any attempt to do so without the City's consent shall, at the City's option, render this Agreement null and void.
- (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) <u>No Third-Party Beneficiaries</u>. The parties hereby agree that no third-party beneficiary rights are intended to be created by this Agreement.
- (I) <u>No Brokers</u>. The City and Developer represent to each other that they have not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation as a result of Developer's acquisition of the Property (or, if the seller is represented by a real estate broker or agent, Developer's purchase contract with the seller shall require seller to pay any and all real estate commissions and fees owed to such broker pursuant to the separate agency agreement between them).
- (J) 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.
- (K) <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.
- (L) <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.
  - (M) <u>Exhibits</u>. The following Exhibits are attached hereto and made a part hereof:

Exhibit A - Legal Description

Exhibit B - Scope of Work and Project Budget

Exhibit C - Form of Promissory Note

Exhibit D - Form of Mortgage

Exhibit E – Form of Payment and Completion Guaranty Exhibit F – Additional City Requirements

Remainder of this page intentionally left blank. Signatures to follow.

(00318119-4)

This Agreement is executed by the parties on the dates indicated below their respective signatures, effective as of the later of such dates (the "Effective Date").

COURT AND VINE HOLDINGS, LLC
Ву:
Title:
Date:, 2020
CITY OF CINCINNATI
By: Paula Boggs Muething, Interim City Manager
Date:, 2020
Recommended by:
Markiea Carter Interim Director, Department of Community and Economic Development
Approved By:
Jennifer Mackenzie Interim Director, Department of Economic Inclusion
Approved as to Form:
Assistant City Solicitor
Certified Date:
Fund/Code:
Amount:
Ву:
Karen Alder, City Finance Director

# **EXHIBIT A** to Funding Agreement

## **LEGAL DESCRIPTION**

## [TO BE INSERTED IN EXECUTION VERSION]

(00318119-4) A-1

### **EXHIBIT B**

to Funding Agreement

### SCOPE OF WORK AND PROJECT BUDGET

### I. SCOPE OF WORK FOR PROJECT

The Project will completely renovate a group of existing historic buildings located at 7-11 E. Court Street, 31 and 37 E. Court Street, and 915 Vine Street. The mixed-use development will create approximately 28 residential condominiums and 8,943 square feet of commercial space. Each building will include residential condominium units on upper floors and retail/restaurant space on the first floors. The buildings will be rehabbed to the level of finish on par with comparable projects in the OTR/CBD area, similar in quality and material selections to other projects completed by Cincinnati Center City Development Corporation, the parent company of Developer.

### II. PROJECT BUDGET

(00318119-4) B-1

ACQUICITION	Total
Acquisition Acquisition	1,898,965
Deferred Acquisition Costs	450,723
Title Fees	24,000
Acquisition Total	2,373,688
Acquisition rotal	2,373,088
HARD COSTS	
Commercial White Box Construction	
Residential Construction (No PW)	7,096,431
Commercial Tenant Improvements	475,000
Duke Contribution	95,182
Hard Cost Total	7,666,613
SOFT COSTS	
Miscellaneous predevelopment return	85,000
Legal Fees - Condo Docs	15,000
Condo Fees	15,000
Architect/Engineering	327,609
Legal Fees - loan docs	30,000
Tax Abatement & C of O Applications	6,000
Permits/Tap Fees	60,000
Environmental Testing	15,000
Consulting/Professional Fees	22,500
Testing/Geotechnical/Third Party Inspection Fees	15,000
Marketing	7,500
Utilities post construction (9 mo)	19,600
Condo doc - drawings	13,000
Insurance	26,000
Survey	15,000
Legal - Leases	5,500
Inclusion Consultant	5,000
Real Estate Tax (during construction, 1.5 years)	8,137
Interest Costs - third party	189,037
Interest Costs - CEF II	99,834
Loan Origination Fees	77,151
Developer Fee	150,000
Contingency	279,341
Year 1 Operating Reserve	53,261
Soft Cost Total	1,539,471
TOTAL PROJECT COST	11,579,772
DEVELOPMENT USES	
Acquisition	2,373,688
Hard Costs	7,666,613
Soft Costs	1,539,471
Total Uses	11,579,772
DEVELOPMENT COLIDCES	
DEVELOPMENT SOURCES  Residential 1st Mortgage	4 120 024
Residential 1st Mortgage Commercial 1st Mortgage	4,120,034
CEF II Loan - Residential	2,181,198 2,746,690
CEF II Loan - Residential	581,127
Acquisition Loan	450,723
City Funding	1,500,000
Total Sources	11,579,772

# **EXHIBIT C** to Funding Agreement

### **FORM OF PROMISSORY NOTE**

### **PROMISSORY NOTE**

(secured by mortgage on real property, 5% interest rate)

				, 2020

FOR VALUE RECEIVED, the undersigned, COURT AND VINE HOLDINGS, LLC a nonprofit limited liability company organized under the laws of the State of Ohio, the address of which is 1203 Walnut St, 4<sup>th</sup> Floor, Cincinnati, OH 45202 ("Borrower"), hereby promises to pay to the order of the CITY OF CINCINNATI, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "City"), the sum of one million five hundred thousand dollars and 00/100 (\$1,500,000.00) or so much thereof as the City disburses to Borrower pursuant to that certain Funding Agreement between the City and Borrower dated \_\_\_\_\_\_\_, 2020, (the "Agreement"), as described below (the "Loan"). Capitalized terms used herein but not defined herein, if any, shall have the meanings ascribed to them in the Agreement.

This Promissory Note is secured by a subordinate mortgage on real property located at 7-11 East Court Street, 915-917 Vine Street, and 31 and 33 East Court Street, Cincinnati, OH 45202 (the "**Property**"). As more particularly described in the Agreement, Borrower is required to use the Loan proceeds exclusively to pay the purchase price of the Property and additional acquisition-related costs as approved in writing by the City.

1. Terms. The terms of the Loan are as follows:

\$1,500,000.00

- (a) <u>Term</u>. The term of the Loan (the "**Term**") shall be 3 years, beginning upon the date of this Promissory Note (the "**Effective Date**") and ending on the 3-year anniversary of the Effective Date (the "**Maturity Date**"); *provided however*, in the event that on or before the Maturity Date (i) Borrower has utilized best efforts to sell all residential condominium units developed as part of the Project but has been unable to sell all of such units; (ii) Borrower has submitted a request to the City requesting an extension of the Maturity Date; and (iii) Borrower is then in and has continually been in compliance with all requirements of the Agreement, then the Director of DCED may, in his or her sole discretion, extend the Maturity Date for up to a 24-month period.
- (b) <u>Interest Rate</u>. Interest shall accrue at a rate of five percent (5.00%) per annum on the outstanding amount of the Loan. Said interest shall compound annually and be computed based on a three hundred sixty (360) day year and utilizing the actual number of days elapsed for any whole or partial month in which interest is being calculated.
- (c) <u>Loan Repayment; Deferral; Forgiveness</u>. The Loan shall be repaid by Borrower in accordance with the following:
  - [i] <u>Payment Deferral Period</u>: Except as set forth below for the Loan Payment, all other payments on amounts due under the Loan (including principal and accrued interest) shall be deferred until the Maturity Date.
  - [ii] Loan Payment and Forgiveness:

(00318119-4) C-1

Cincinnati, Ohio

Promptly following Developer's sale of the last residential condominium unit developed as part of the Project, Developer shall make the Loan Payment (as defined below) to the City. Following Developer's payment of the Loan Payment, so long as Borrower is then in and has continually been in compliance with all requirements of the Agreement, the City agrees to forgive any remaining outstanding principal and accrued interest owed on the Loan. In the event that the Loan Payment is equal to or less than \$0.00, then Developer shall not be required to make a Loan Payment and the City agrees to forgive the entire amount of outstanding principal and accrued interest on the Loan. Upon request by Borrower, the City will provide written confirmation of compliance and/or forgiveness under this provision.

As used herein, the phrase "Loan Payment" shall mean a single payment on the Loan equal to (1) the total amount of the cumulative gross proceeds of the sale of all residential condominiums developed as part of the Project that are sold and closed prior to the Maturity Date and (2) less the following amounts: (i) All amounts then owed by Borrower on the Senior Loans to Senior Lenders (as such terms are defined in the Agreement) for debt incurred to finance the construction of the residential condominium units; (ii) out-of-pocket closing costs of the condominium sales paid by Borrower; (iii) and a 15% developer fee, calculated by multiplying (a) 15% and (b) the total hard costs of completing the residential component of the Project. Upon request by the City, Developer shall provide the City with documentation to support calculation of the Loan Payment.

- [iii] <u>Balloon Payment</u>: On the Maturity Date, the Borrower shall pay a balloon payment equal to all unpaid and unforgiven principal, interest, and other amounts outstanding on the Loan.
- (d) <u>Prepayment</u>. Borrower may prepay the Loan at any time, without penalty.
- (e) <u>Late Charges & Default Rate of Interest</u>. If any payment due hereunder is not received by the City when due, a late charge equal to five percent (5%) of the past due amount shall automatically become due, and interest on the past due amount shall accrue at the rate of twelve percent (12%) per annum beginning on the due date until the entire past due amount has been paid. The foregoing is in addition to the City's other rights and remedies hereunder and under the Agreement in the event of a default.
- 2. <u>Authority</u>. 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.
- 3. <u>Place of Payment</u>. Payments due under this Note shall be made by check payable to the "City of Cincinnati-Treasurer" and mailed to the City at the address set forth in the introductory paragraph of this Note or such other place as the City may designate in writing from time to time.
- 4. <u>Due on Sale</u>. If Borrower sells or otherwise transfers title to the Property to a third party without the prior written consent of the City, then the entire principal balance and all accrued interest under this Note shall automatically become due and payable; provided however, this clause shall not apply to sale of residential condominium units after the completion of construction of the Project.
- 5. <u>Default; Remedies</u>. Upon any default in the payment of interest, principal, or any other sum when due under this Note that is not cured within five (5) days after Borrower is given written notice thereof, or upon a default of Borrower under the Agreement that is not cured within the applicable notice and cure period provided for therein, the entire principal sum and any and all late charges and accrued and unpaid interest under this Note may, at the option of the Note holder, be declared to be immediately due and payable, time being of the essence. Failure of the holder of this Note to exercise its rights and remedies 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.
- **6. General Provisions.** This Note and any and all ancillary documents executed by Borrower in connection with the Loan constitute the entire agreement of the parties with respect to the matters described

(00318119-4) C-2

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.

[SIGNATURE PAGE FOLLOWS]

(00318119-4) C-3

BORROWER:
COURT AND VINE HOLDINGS, LLC an Ohio nonprofit limited liability company
Ву:
Printed name:
Title:
Approved as to Form:
Assistant City Solicitor

Executed by Borrower on the Effective Date.

(00318119-4) C-4

# EXHIBIT D

to Funding Agreement

### **FORM OF MORTGAGE**

	[SPACE ABOVE FOR RECORDER'S USE]
	Property: 7-11 East Court Street 915-917 Vine Street 31 and 37 East Court Street
	MORTGAGE
("Borrower"), in consideration CINCINNATI, an Ohio municipe videnced by Borrower's <i>Promi</i> restated or replaced from time to	ID VINE HOLDINGS, LLC, an Ohio nonprofit limited liability company of a loan in the principal amount of \$1,500,000.00 made by the CITY OF oal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "City"), as issory Note dated, 2020, (as the same may be amended, to time, the "Note"), hereby grants, with mortgage covenants, to the City the otto the legal description set forth below (the "Property"):
Parcel Numbers:	
Property Addresses:	7-11 East Court Street, 915-917 Vine Street, and 31 and 37 East Court Street, Cincinnati, OH 4520
Deed References:	OR, Page, Hamilton County, Ohio Records.
Legal Descriptions:	See attached Exhibit A
This Mortgage is given, upon the under the Note.	e statutory condition, to secure the Borrower's obligations to make payments
Executed on the date of	f acknowledgement indicated below.
	[SIGNATURE PAGE FOLLOWS]

(00318119-4) D-1

### **COURT AND VINE HOLDINGS, LLC**

		Ву:
		Printed Name:
		Title:
STATE OF OHIO	)	
COUNTY OF HAMILTON	) ss: )	
The foregoing instrume	ent was acknowledged . the	before me this day of, 2020, by
HOLDINGS, LLC, a nonprofit li behalf of the company. The not administered to the signer with	arial act certified hereby i	of COURT AND VINE organized under the laws of the State of Ohio, on is an acknowledgment. No oath or affirmation was certified to hereby.
		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, OH 45202	ent	

(00318119-4) D-2

# **EXHIBIT A** to Mortgage

# Legal Description

## [DESCRIPTION TO BE INSERTED IN EXECUTION VERSION]

(00318119-4) D-3

#### **EXHIBIT E**

### to Funding Agreement

### FORM OF PAYMENT AND COMPLETION GUARANTY

Project: Court Street Redevelopment

### **PAYMENT AND COMPLETION GUARANTY**

This Payment and Completion Guaranty ("Guaranty") is made as of the Effective Date (as defined on the signature page hereof) by CINCINNATI CENTER CITY DEVELOPMENT CORPORATION, an Ohio nonprofit corporation, the address of which 1203 Walnut St, 4th Floor, Cincinnati, OH 45202 ("Guarantor) in favor of the CITY OF CINCINNATI, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, Ohio 45202 (the "City").

### Recitals:

- A. The City and Court and Vine Holdings, LLC, an Ohio nonprofit limited liability company ("Obligor") are parties to a *Funding Agreement* dated \_\_\_\_\_\_ (the "Agreement"). Capitalized terms used, but not defined, herein shall have the meanings ascribed thereto in the Agreement.
- B. Pursuant to the Agreement, among other things, Obligor is obligated to complete the Project, which includes the acquisition of 7-11 East Court Street, 915-917 Vine Street, and 31 and 37 East Court Street, Cincinnati, OH 4520 in order to redevelop the properties into approximately 28 residential condominiums and 8,943 square feet of commercial space. Pursuant to the terms of the Agreement, the City is providing the Loan in the amount of \$1,500,000.00 in order to partially finance the acquisition of the Property.
- C. Guarantor is the parent company of Obligor and will benefit from the provision of the Loan provided by the City in connection with the Project.
- D. It is a condition of the Agreement that Guarantor provide this Guaranty to the City with respect to the Project.

NOW, THEREFORE, for and in consideration of the City's execution of the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby promises and agrees as follows:

### A. Guaranty.

- (A) Guarantor hereby absolutely, unconditionally, and irrevocably guarantees to the City the full and prompt performance by Obligor of Obligor's obligations under the Agreement to both (i) complete the Project and (ii) repay the Loan, all in accordance with, and subject to, the terms and conditions of the Agreement and the Note, including payment to the City of any and all losses, damages, and expenses (including without limitation attorneys' fees) suffered or incurred by the City and arising out of the failure by Obligor under the Agreement to do so, regardless of whether such losses, damages, or expenses are expressly provided for under the Agreement or are then otherwise allowable by law (collectively, the "Guaranteed Obligations").
- (B) If Obligor fails to fulfill one or more of the Guaranteed Obligations, resulting in a notice of default from the City to Obligor under the Agreement, the City shall notify Guarantor thereof in writing. If the City provides notice of default, then Guarantor, within ten (10) days after its receipt of such notice, shall take all steps necessary to cure the default (including, for example, providing additional funding for the Project if necessary). All rights and remedies of the City under this Guaranty are cumulative, and nothing

(00318119-4) E-1

in this Guaranty shall be construed as limiting the City's rights and remedies available under the Agreement or at law or in equity.

(C) From time to time, the City may in the exercise of its sole and absolute discretion and without providing notice to or obtaining the consent of Guarantor, and without in any way releasing, altering, or impairing any of Guarantor's obligations and liabilities to the City under this Guaranty: (i) waive compliance with, or any default occurring under, or grant any other indulgence with respect to, the Agreement; (ii) modify or supplement any of the provisions of the Agreement upon written agreement with Obligor; (iii) grant any extension or renewal of or with respect to the Agreement upon written agreement with Obligor and/or effect any release, compromise, or settlement in connection therewith; and (iv) deal in all respects with Obligor as if this Guaranty were not in effect.

### 2. Liability of Guarantor.

- (A) Guarantor's liability under this Guaranty (i) shall be primary, direct, and immediate and is a guaranty of performance and completion and of collection on the Loan; (ii) shall not be conditioned or contingent upon the pursuit by Obligor of any remedy that it may have against its contractors, subcontractors, or any other person with respect to the Project or at law or in equity; and (iii) shall be unconditional, irrespective of the genuineness, validity, regularity, or enforceability of the Agreement, as the case may be, or of the adequacy of any consideration or security given therefor or in connection therewith, or of any other circumstance that might otherwise constitute a legal or equitable discharge of a surety or a guarantor under applicable law. Guarantor hereby waives any and all defenses at law or in equity that may be available to Guarantor by virtue of any such circumstance.
- (B) Without limiting the generality of the foregoing provisions of this Section 2, the City shall not be required (i) to make any demand of Obligor or any other person; or (ii) otherwise pursue or exhaust its remedies against Obligor or any other person or entity or against the Project, before, simultaneously with, or after enforcing any of its rights and remedies under this Guaranty against Guarantor. The City may bring one or more successive and/or concurrent actions against Guarantor, either as part of any action brought against Obligor or in one or more separate actions, as often as the City deems advisable in the exercise of its sole and absolute discretion.
- (C) Guarantor's liability under this Guaranty shall continue after any assignment or transfer by the City or Obligor of any of their respective rights or interests under the Agreement or with respect to the Project until the satisfaction of all provisions contained in this Guaranty (but the foregoing shall not be deemed to be or constitute the consent by the City to any such assignment by Obligor, which shall continue to be governed by the terms of the Agreement). Guarantor's liability under this Guaranty shall not be affected by any bankruptcy, reorganization or insolvency of Obligor or any successor or assignee thereof or by any disaffirmance or abandonment by a trustee of Obligor.
- Waivers. Guarantor hereby expressly waives: (i) presentment and demand for payment of any sum payable under the provisions of the Agreement, and protest of any nonpayment thereof; (ii) notice of acceptance of this Guaranty and of such presentment, demand and protest; (iii) notice of any default under this Guaranty or under the provisions of the Agreement, except as stated herein; (iv) demand for observance or performance, and enforcement, of any of the terms or conditions of this Guaranty, and/or of the Agreement, except as stated herein; (v) any and all other notices and demands that may otherwise be required by law to be given or made; and (vi) any and all rights that Guarantor may have to a trial by jury in any action brought on or with respect to this Guaranty, all rights and remedies accorded by applicable law to Guarantor, including, without limitation, any extension of time conferred by any law now or hereafter in effect, and all rights of redemption, homestead, dower and other rights or exemptions of every kind, whether common law or statutory. In addition, Guarantor hereby expressly agrees that, if this Guaranty is enforced by suit or otherwise, or if the City exercises any of its rights or remedies under the provisions of the Agreement upon any default by Obligor in performing any of Obligor's obligations thereunder, Guarantor shall reimburse the City, upon demand, for any and all expenses, including without limitation attorneys' fees, that the City incurs in connection therewith, payable within ten (10) days after the City's written demand.

(00318119-4) E-2

- 3. <u>Subrogation</u>. No payment by Guarantor under this Guaranty shall give Guarantor any right of subrogation to any rights or remedies of the City against Obligor under the Agreement. Until Obligor has paid and performed all of its obligations under the Agreement, Guarantor hereby waives all rights of contribution, indemnity or subrogation with respect to Obligor that might otherwise arise from Guarantor's performance under this Guaranty.
- 4. <u>Effect of this Guaranty</u>. Guarantor hereby warrants to the City that: (A) Guarantor (i) has a financial interest in the Project; (ii) is duly organized, validly existing, and in good standing under the laws of the State of Ohio; (iii) has full power, authority, and legal right to execute, acknowledge, and deliver this Guaranty; and (iv) there are no actions, suits, or proceedings pending or to the knowledge of Guarantor threatened against Guarantor, at law or in equity, or before any governmental department, commission, board, bureau, agency, or instrumentality which involve the possibility of any judgment or order that may result in any material adverse effect upon Guarantor; and (B) this Guaranty constitutes Guarantor's binding and enforceable legal obligation.
- 5. <u>Notices</u>. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person; (ii) upon receipt or refusal if delivered by overnight delivery with any reputable overnight courier service; or (iii) upon receipt or refusal if sent by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to Guarantor and the City, as the case may be, at the addresses set forth in the introductory paragraph of this Guaranty or such other address as may be designated from time to time by notice given to the other party in the manner prescribed herein. Guarantor shall simultaneously send, by U.S. certified mail, a copy of each notice given by Guarantor to the City hereunder to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, Ohio 45202.

### 6. General Provisions.

- (A) <u>Amendment</u>. This Guaranty may be amended or supplemented by, and only by, an instrument executed by the City and Guarantor.
- (B) <u>Waiver</u>. Neither party hereto shall be deemed to have waived the exercise of any right which it holds under this Guaranty unless that waiver is made expressly and in writing (and no delay or omission by any party hereto in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.
- (C) <u>Applicable Law.</u> This instrument shall be given effect and construed by application of the laws of the City of Cincinnati and the State of Ohio, and any action or proceeding arising under this Guaranty shall be brought only in the Hamilton County Court of Common Pleas. Guarantor hereto agrees that the City shall have the right to join Obligor in any action or proceeding commenced by the City under this Guaranty.
  - (D) <u>Time of Essence</u>. Time shall be of the essence of this Guaranty.
- (E) <u>Headings</u>. The headings of the paragraphs and subparagraphs of this Guaranty are provided herein for and only for convenience of reference and shall not be considered in construing their contents.
- (F) <u>Construction</u>. As used in this Guaranty, (i) the term "person" means a natural person, a trustee, a corporation, a partnership, a limited liability company, and any other form of legal entity; and (ii) all references made (a) in the neuter, masculine, or feminine gender shall be deemed to have been made in all such genders, (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, (c) to any paragraph or subparagraph shall, unless herein expressly indicated to the contrary, be deemed to have been made to such paragraph or subparagraph of this Guaranty, and (d) to Guarantor, the City, and Obligor shall be deemed to refer to each person hereinabove so named and their respective heirs, executors, personal representatives, successors and assigns.

{00318119-4} E-3

- (G) <u>Severability</u>. No determination by any court or governmental body that any provision of this Guaranty or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (i) any other such provision, or (ii) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with applicable law.
- (H) <u>Entire Agreement</u>. This Guaranty represents the complete understanding between or among the parties hereto as to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, statements or agreements, either written or oral, between or among the parties hereto as to the same.
- (I) <u>Term.</u> This Guaranty shall be effective upon the execution hereof and shall remain in effect until such time as the Guaranteed Obligations are satisfied and discharged in full. At such time, Guarantor may request, and the City will endeavor to promptly provide, a written statement from the City acknowledging the same and confirming that Guarantor has no further obligations hereunder.
- (J) <u>Assignment</u>. Guarantor shall not assign its rights or interests or delegate its duties or obligations under this Guaranty to any third party without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion. Any non-permitted assignment shall be void.

[Signature Page Follows]

{00318119-4} E-4

Executed and effective as of	, 2020 (the " <b>Effective Date</b> ").
GUARANTOR:	
CINCINNATI CENTER CITY DEVELOP	MENT CORPORATION
Ву:	
Name:	
Title:	
Approved as to Form:	
Assistant City Solicitor	
This instrument prepared by:	
Office of the City Solicitor 801 Plum Street, Room 214	

(00318119-4) E-5

Cincinnati, Ohio 45202

### **EXHIBIT F**

### to Funding Agreement

### ADDITIONAL CITY REQUIREMENTS

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

### This Exhibit serves two functions:

- (i) Serving as a Source of Information With Respect to Government Requirements. This Exhibit identifies certain Government Requirements that may be applicable to the Project, Developer, or its contractors and subcontractors. Because this Agreement requires that Developer comply with all applicable laws, regulations, and other Government Requirements (and in certain circumstances to cause others to do so), this Exhibit flags certain Government Requirements that Developers, contractors and subcontractors regularly face in constructing projects or doing business with the City. To the extent a Developer is legally required to comply with a Government Requirement, failure to comply with such a Government Requirement is a violation of the Agreement.
- (ii) Affirmatively Imposing Contractual Obligations. If certain conditions for applicability are met, this Exhibit also affirmatively imposes contractual obligations on Developer, even where such obligations are not imposed on Developer by Government Requirements. As described below, the affirmative obligations imposed hereby are typically a result of policies adopted by City Council which, per Council's directive, are to be furthered by the inclusion of certain specified language in some or all City contracts. The City administration (including the City's Department of Community and Economic Development) is responsible for implementing the policy directives promulgated by Council (which typically takes place via the adoption of motions or resolutions by Council), including, in certain circumstances, by adding specific contractual provisions in City contracts such as this Agreement.

### (A) Construction Workforce.

(i) <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 F-1

Developer and its general contractor's aggregate workforce in Hamilton County, to be achieved at least halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the "Construction Workforce Goals").

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

- (a) "Best Efforts" means substantially complying with all of the following as to any of its employees performing such construction, and requiring that all of its construction subcontractors substantially comply with all of the following: (1) solicitation of Minority Persons as potential employees through advertisements in local minority publications; and (2) contacting government agencies, private agencies, and/or trade unions for the job referral of qualified Minority Persons.
- (b) "Minority Person" means any person who is Black, Asian or Pacific Islander, Hispanic, American Indian or Alaskan Native.
  - (c) "Black" means a person having origin in the black racial group of Africa.
- (d) "Asian or Pacific Islander" means a person having origin in the original people of the Far East or the Pacific Islands, which includes, among others, China, India, Japan, Korea, the Philippine Islands, Malaysia, Hawaii and Samoa.
- (e) "**Hispanic**" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish cultural origin.
- (f) "American Indian" or "Alaskan Native" means a person having origin in any of the original people of North America and who maintains cultural identification through tribal affiliation.
  - (B) <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.

(00318119-4) F-2

## (ii) Contracts and Subcontracts; Competitive Bidding.

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

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

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

- (a) Applicability. Pursuant to Ordinance No. 273-2002, the provision in clause (b) below applies solely where the Project receives in \$250,000 or more in direct City funding, and where such funding comprises at least 25% of the Project's budget. For the purposes of this clause (iii), "direct City funding" means a direct subsidy of City funds in the form of cash, including grants and forgivable loans, but not including public improvements, land acquisitions and sales, job creation tax credits, or tax abatements or exemptions.
- (b) Requirement. This Agreement requires that Developer issue an invitation to bid on the construction components of the development by trade craft through public notification and that the bids be read aloud in a public forum. For purposes of this provision, the following terms shall be defined as set forth below:
  - (1) "Bid" means an offer in response to an invitation for bids to provide construction work.
  - (2) "Invitation to Bid" means the solicitation for quoted prices on construction specifications and setting a time, date and place for the submission of and public reading of bids. The place for the public reading of bids shall be chosen at the discretion of Developer; however, the place chosen must be accessible to the public on the date and time of the public reading and must have sufficient room capacity to accommodate the number of respondents to the invitation to bid.
  - (3) "Trade Craft" means (a) general construction work, (b) electrical equipment, (c) plumbing and gas fitting, (d) steam and hot water heating and air conditioning and ventilating apparatus, and steam power plant, (e) elevator work, and (f) fire protection.
  - (4) "Public Notification" means (a) advertisement of an invitation to bid with ACI (Allied Construction Industries) and the Dodge Report, and (b) dissemination of the advertisement (either by mail or electronically) to the South Central Ohio Minority Business Council, Greater Cincinnati Northern Kentucky African-American Chamber of Commerce, and the Hispanic Chamber of Commerce. The advertisement shall include a description of the "scope of work" and any other information reasonably necessary for the preparation of a bid, and it shall be published and disseminated no less than fourteen days prior to the deadline for submission of bids stated in the invitation to bid.

(00318119-4) F-3

- (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.<sup>1</sup>

- (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

(00318119-4) F-4

<sup>&</sup>lt;sup>1</sup> Note: DCED is currently evaluating revisions to this SBE section due to recent legislative changes adopted by Council. If DCED implements these policy changes prior to the execution of this Agreement, this section will be revised.

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 (003181194)

  F-5

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.

- Prompt Payment. The provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System", may apply to this Agreement. Municipal Code Chapter 319 also (i) provides certain requirements for invoices from contractors with respect to the Prompt Payment System, and (ii) obligates contractors to pay subcontractors for satisfactory work in a timely fashion as provided therein.
- Conflict of Interest. Pursuant to Ohio Revised Code 102.03, no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project may have any personal financial interest, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.
- 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.

- Applicability. Council passed Ordinance No. 22-2016 on February 3, 2016, which ordained Chapter 326 (Wage Enforcement) of the Cincinnati Municipal Code (the "Wage Enforcement Chapter"). The Wage Enforcement Chapter was then amended by Ordinance No. 96-2017, passed May 17, 2017. As amended, the Wage Enforcement Chapter imposes certain requirements upon persons entering into agreements with the City whereby the City provides an incentive or benefit that is projected to exceed \$25,000, as described more particularly in the Wage Enforcement Chapter. Cincinnati Municipal Code Section 326-5 requires that the language below be included in contracts subject to the Wage Enforcement Chapter.
- Required Contractual Language. Capitalized terms used, but not defined, in this clause (ii) have the meanings ascribed thereto in the Wage Enforcement Chapter.
- 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.
- 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.
- 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 F-6

entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City's request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

- (d) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall include in its contracts with all Contractors language that requires the Contractors to provide the authorizations set forth in subsection (c) above and that further requires each Contractor to include in its contracts with Subcontractors those same obligations for each Subcontractor and each lower tier subcontractor.
- (e) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall post a conspicuous notice on the Development Site throughout the entire period work is being performed pursuant to the Agreement indicating that the work being performed is subject to Cincinnati Municipal Code Chapter 326, Wage Enforcement, as administered by the City of Cincinnati Department of Economic Inclusion. Such notice shall include contact information for the Department of Economic Inclusion as provided by the department.
- (f) Under the Wage Enforcement provisions, the city shall have the authority, under appropriate circumstances, to terminate this contract or to reduce the incentives or subsidies to be provided under this contract and to seek other remedies, including debarment.

#### (N) Americans With Disabilities Act; Accessibility.

- (i) <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) <u>Electric Vehicle Charging Stations in Garages</u>.

(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

(00318119-4) F-7

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.

(00318119-4) F-8

### Addendum I

to

#### Additional Requirements Exhibit

## City's Prevailing Wage Determination

2020-161

#### REQUEST FOR PROJECT WAGE DETERMINATION

DATE RECEIVED: 8/4/2020 ORIGINAL ASSIGNED NUMBER:

REQUESTING AGENCY OR DEPT: DEI USE ONLY Community and Economic Development

Fillout and Circle all that Apply Below:

CONTACT PERSON AND PHONE FUNDING GUIDELINES: NUMBER: (State or Federal) Giovanni Rocco: 513-352-1960

RATES THAT APPLY: (Building, Heavy, Highway, Residential)

Requested Date: 08/03/2020 Prevailing wage does not apply. Estimated Advertising Date: 08/08/2020 DECISION NUMBER: N/A Estimated Bid Opening Date: 08/08/2020 Estimated Starting Date: 09/08/2020 MODIFICATIONS: N/A

DECISION DATE: N/A SOURCE AND FUND NUMBER

**FUND 482** CITY EXPIRATION DATE: N/A STATE FUND SUPERSEDES DECISION NUMBER: N/A COUNTY FUND DETERMINATION BY: FEDERAL FUND

Name: Dionne Cherry

PROJECT ACCOUNT NUMBER: Title: Contract Compliance Specialist

AMT. OF PUB. FUNDING \$: 1.500.000 Date: 8/17/2020

TOTAL PROJECT DOLLARS: 12,037,346 APPROVED BY:

Day B Macky NAME OF PROJECT Jennifer B. Mackenzie, Interim Director

DEPARTMENT OF ECONOMIC INCLUSION Court Street South Development

As described, prevailing wage does not apply as the the public funds are being used ONLY for acquisition, which does not meet the definition of construction under O.R.C. 4115.03(B).

Local prevailing wage does not apply. The project does not meet the definition of a "Development Agreement" as set forth by CMC 321-1-D2.

Note: Any changes to the scope, funding or developer(s) on the project, or the failure of the project to start within 90 days of the determination, will require revisions to this wage determination.

#### IYPE OF WORK

1. Building

2. Heavy

3. Highway

4. Residential X

Demolition
 Other

#### PROJECT LOCATION

in tis project, 3CDC will be renovating the buildings located at 7-11 E. Court Street, 915 Vine Street, and 31-37 E. Court Street in the Central Business District. The project will result in a total of 28 units and 10,352 sf of commercial space with the breakdown as follows: - 7-11 E. Court: 8 residential units and 3,380 sf of commercial space - 915 Vine:6 residential units and 2,377 sf of commercial space - 31-37 E. Court: 14 residential units and 4,595 sf of commercial space

#### PROJECT FUNDING SOURCE

The project will be mostly funded privately, with the complete breakdown as follows: - Residential 1st Mortgage: 5,735,080 - Commercial 1st Mortgage: 2,303,998 - CEF II Loan - Residential: 1,1825,413 - CEF II Loan - Commercial: 672,855 - City Funding: 1,500,000

#### PROJECT SCOPE OF WORK AND BUDGET

This project will renovate a group of buildings located at 7-11 E Court Street, 31-37 E Court Street, and 915 Vine Street into active mixed-use. Buildings each include residential condominium units on upper floors, and retail/restaurant space on the first floors. These buildings will be rehabbed to the level of finish on par with comparable projects in the OTR/CBD area, similar in quality and material selections to other 3CDC projects.

DEI 217 Form REV: 6/12/2017

## **FUNDING AGREEMENT**

between the

CITY OF CINCINNATI

and

COURT AND VINE HOLDINGS, LLC

Project: Court Street Redevelopment (Acquisition loan in the amount of \$1,500,000)

Date: \_\_\_\_\_, 2020

#### **FUNDING AGREEMENT**

This FUNDING AGREEMENT (the "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 805 Central Avenue, Suite 700, Cincinnati, OH 45202; Attention: Department of Community and Economic Development (the "City"), and COURT AND VINE HOLDINGS, LLC, an Ohio nonprofit limited liability company, the address of which is 1203 Walnut St, 4th Floor, Cincinnati, OH 45202 ("Developer").

#### Recitals:

- A. The Developer seeks to acquire certain real property located in the north of the City's Central Business District located at 7-11 East Court Street, 915-917 Vine Street, and 31 and 37 East Court Street, Cincinnati, OH 45202, all as more particularly described on the attached <a href="Exhibit A">Exhibit A</a> (*Property*) (collectively, the "**Property**").
- B. Developer intends to redevelop the Property into approximately 28 residential condominiums and 8,943 square feet of commercial space, all as further described below in <a href="Exhibit B">Exhibit B</a> (Scope of Work and Project Budget) (collectively, the "**Project**").
- C. Developer will commence on-site construction of the Project no later than **December 1, 2020** (the "**Commencement Deadline**") and will substantially complete construction of the Project no later than **February 1, 2022** (the "**Completion Deadline**").
- D. Developer anticipates that the Project will result in the creation of approximately (i) 38 full-time equivalent permanent jobs with an estimated annual total payroll of \$1,240,689 within 1 year following the completion of the Project and (ii) 81 temporary full-time equivalent construction jobs with an estimated total payroll of \$4,171,119 during the duration of the Project.
- E. Section 13 of Article VIII of the Ohio Constitution provides that, in order to create or preserve jobs and employment opportunities, and to improve the economic welfare of the people of the state, it is in the public interest and a proper public purpose for the state or its political subdivisions, or not-for-profit corporations designated by them, to acquire, construct, enlarge, improve or equip, and to sell, lease, exchange or otherwise dispose of, property, structures, equipment and facilities for industry, commerce, distribution and research, and to make loans and to provide moneys for the acquisition, construction, enlargement, improvement or equipment of such property, structures, equipment and facilities.
- F. In furtherance of the herein described public purposes and upon the terms and conditions set forth in this Agreement, the City desires to lend to Developer a loan in the principal amount of up to \$1,500,000.00 (the "Loan"). The Loan shall be made using funds generated from the Central Business District-OTR West Tax Increment Financing District (the "TIF District").
- G. The City has determined that providing Developer with the Loan to acquire the Property is commercial in nature, that the Project will create employment opportunities, stimulate economic growth and tourism in the area, and help to revitalize Central Business District, and that therefore the Project constitutes a proper public purpose. Further the City has determined that such Project will benefit or serve the TIF District, as the Project will redevelop underutilized real estate and generate economic benefits and employment opportunities that will positively impact such area.

H.	Pursuant to Ordinance No.	[], pas	sed on [	], Cincinn	ati City Council
declared the	Project to serve a public p	urpose, appropriate	ed funding for the	e Project, and	authorized the
execution of	this Agreement.				

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

1. <u>Term</u>. The term of this Agreement shall commence on the Effective Date and shall end on the date on which (i) the entire outstanding balance of the Loan has either been repaid by Developer or has been forgiven in accordance with the Note (as defined below) and (ii) Developer has satisfied all obligations to the City under this Agreement (the "Term").

#### 2. Due Diligence.

- (A) <u>Due Diligence Materials</u>. Prior to the City's disbursement of the Loan, Developer shall deliver the following items to the City for its review and approval, all of which shall be in a form and substance acceptable to the City (collectively, "**Due Diligence Materials**"):
  - (i) <u>Title Commitment</u>: A commitment of title insurance for the Property, for issuance of both an owner's policy and a lender's policy of title insurance, prepared by a reputable national title insurance company and in such form acceptable to the City, evidencing the title company's commitment to issue an Owner's Policy of Title Insurance to Developer and a Lender's Policy of Title Insurance to the City (the "Title Commitment");
  - (ii) Environmental Report: An environmental assessment report for the Property, starting with a Phase I assessment and including any additional assessments as may be required by the City's Office of Environment & Sustainability if appropriate, prepared by a qualified environmental professional in a form acceptable to the City;
  - (iii) Site Control: Evidence of a valid, executed purchase agreement for acquisition by Developer of the Property or other evidence of site control acceptable to the City;
  - (iv) <u>Insurance</u>: Evidence that Developer has secured all insurance policies required by the Loan Documents (as defined below);
  - (v) <u>Financing</u>: Evidence that Developer has secured or will be able to secure all financing necessary to complete the Project; and
  - (vi) Other Information: Such other information and documents pertaining to Developer or the Project as the City may reasonably require.

Once the Due Diligence Materials have been approved by the City, Developer shall not make or permit any changes thereto without the prior written consent of the Director of the City's Department of Community and Economic Development ("DCED"). The City may, in its sole and absolute discretion, waive the requirement for delivery of any of the Due Diligence Materials or may permit that any of the Due Diligence Materials be delivered following the Closing (as defined below). Developer shall complete all of its due diligence investigations at no cost to the City.

- (B) Right to Terminate Agreement with Respect to Due Diligence Materials. If, prior the Closing, after exercising good faith efforts, the City or the Developer does not approve of the Due Diligence Materials, the City or Developer may terminate this Agreement by giving written notice thereof to the other party, whereupon neither party shall thereafter have any rights or obligations to the other under this Agreement.
- (C) <u>Copies of Due Diligence Materials to be Provided to City</u>. Without limitation of Developer's other obligations under this Agreement, Developer, at no cost to the City, shall provide DCED with copies of any inspection, engineering, and environmental reports, title reports, surveys, and other materials prepared by third party professionals obtained by Developer prior to Closing that pertain to the Property or the Project.

#### 3. Loan Terms and Disbursement Conditions.

- (A) Amount of Loan; Eligible Uses. Subject to the terms and conditions of this Agreement, the City agrees to lend the Loan to Developer, and Developer agrees to borrow the Loan from the City. The Loan will be made with tax increment financing funds, generated from the TIF District which was established under Ohio Revised Code 5709.40, and shall not exceed \$1,500,000.00. The proceeds of the Loan shall be used solely (i) to finance the purchase price of the Property for acquisition by Developer of the Property and (ii) for other related customary closing or acquisition costs approved by the City in writing in advance of the Closing ((i) and (ii) collectively, the "Eligible Uses") and for no other purpose. For the avoidance of doubt, Developer shall not use any portion of the Loan to pay for the purchase of inventory, supplies, furniture, trade fixtures, or any other items of personal property, or to establish a working capital fund.
- (B) Note & Mortgage. Prior to disbursement of the Loan, Developer shall (i) execute a promissory note in the form of Exhibit C (Form of Promissory Note) hereto (the "Note"), and (ii) execute and record a mortgage, in the form of Exhibit D (Form of Mortgage) hereto, in favor of the City (the "Mortgage"; this Agreement, the Note, the Mortgage, the Guaranty (as defined below), and any other documents executed by Developer to evidence the Loan are referred to herein collectively as the "Loan Documents"). Developer shall repay the Loan in accordance with the terms of the Note, and the Note and Mortgage shall be in the full amount of the Loan. If Developer fails to timely complete any obligations with respect to the Project, as and when required under this Agreement or the Note, the City may declare all amounts of the Loan disbursed by the City to be immediately due and payable and may foreclose on the Developer's interest in the Property by enforcing the Mortgage.

Notwithstanding the forgoing, the City recognizes and accepts that the Mortgage shall be a subordinate lien on the Property, and the City's interests under the Note and Mortgage shall be subordinate to debt in the amount of (i) \$7,560,493 on the residential condominium portion of the Property, (ii) \$2,976,853 on the commercial component of the Property, and (iii) an additional \$450,723 in debt related to acquisition of the Property that is encumbering both the residential condominium portion of the Property and the commercial component of the Property (all collectively, as one or more loans, the "Senior Loans"), which Senior Loans will be made or have been made by one or more senior lenders (collectively, the "Senior Lenders"). Upon request, the City agrees to execute documentation, in such form acceptable to the City, documenting or confirming such subordination to the Senior Loans.

- (C) <u>Mortgage Releases</u>. Upon the earlier of payment in full or forgiveness of the Loan and upon written request by Developer, the City shall prepare and execute a release of the Mortgage; *provided however*, upon written request of Developer, the City agrees to execute partial releases of the Mortgage as necessary for completion of the sale of the residential condominium units developed as part of the Project to individual home owners. Developer shall provide to the City any such written request for a partial release no less than 15 business days prior to the date that such release is needed for closing on the sale of a residential condominium unit. All releases hereunder shall be recorded at the sole cost of Developer.
- (D) <u>Payment and Completion Guaranty</u>. Cincinnati Center City Development Corporation, an Ohio non-profit corporation known as 3CDC, is the parent company of Developer and will therefore benefit from the Project; therefore, as a condition of the Loan, Guarantor shall have executed a *Payment and Completion Guaranty* substantially in the form of the attached <u>Exhibit E</u> (*Form of Payment and Completion Guaranty*) ("**Guaranty**").
- (E) <u>Conditions for Disbursement of Loan</u>. The City shall disburse the Loan in accordance with Section 3(F) below following satisfaction of all of the following conditions (the "**Disbursement Conditions**"):
  - (i) <u>Due Diligence Materials Approval</u>: Approval by the City, in its sole discretion, of all Due Diligence Materials;
  - (ii) Loan Documents: Delivery to the City of executed copies of all Loan Documents;
  - (iii) <u>Guaranty</u>: Delivery to the City of the fully executed Guaranty, executed by Guarantor;

- (iv) <u>Security Interest</u>: Delivery to the City of evidence satisfactory to the City that Developer has taken all such action, executed and delivered or caused to be executed and delivered all such documents and instruments, including a counterpart of the executed Mortgage, which upon recording in the Hamilton County Recorder's office will create a valid and perfected third-priority security interest for the City in the Property, subordinate only to the Senior Lender's interest;
- (v) <u>Community Engagement</u>: Evidence that Developer has engaged the applicable community council regarding the Project;
- (vi) <u>Title Insurance Policy</u>: Evidence that the title insurance company is ready to issue a Title Insurance Policy pursuant to the Title Commitment, which was approved by the City;
- (vii) Closing Documentation: Receipt and approval by the City of a copy of the proposed General Warranty Deed from seller of the Property, the proposed settlement statement, and any and all other closing documents pertaining to Developer's purchase of the Property from the seller;
- (viii) Payment Voucher & Wire Instructions: City's receipt from Developer of a proper payment voucher, in such form as the City will provide to Developer, and wiring instructions for disbursement of the Loan at Closing or otherwise as necessary to close in escrow:
- (ix) No Default: Developer is in full compliance with all requirements under the Loan Documents; and
- (x) <u>Project Completion</u>: Sufficient evidence that the Developer is prepared and capable of otherwise undertaking and completing all necessary actions to commence the Project promptly following disbursement of the Loan and thereafter to pursue completion of the Project in a timely manner and otherwise in accordance with the terms of this Agreement.

The City may, in its sole and absolute discretion, waive in writing any of the Disbursement Conditions. The City and Developer acknowledge the Developer intends to use the Loan for the acquisition of the Property as contemplated by the definition of Eligible Uses, and the City will therefore within 10 business days of the satisfaction of the Disbursement Conditions disburse the Loan in coordination with the title company organizing the Closing and otherwise in accordance with the terms herein.

- (F) <u>Closing</u>. After the Effective Date, Developer shall thereafter take all steps necessary to close on the purchase of the Property from the seller (the "**Closing**"). The Closing is estimated to take place on or before <u>November 1, 2020</u>. At the Closing, the Developer shall execute all customary closing documents and provide copies to the City. Developer shall be responsible for all costs of Closing, including but not limited to closing, escrow, and recording fees and any other costs or expenses necessary to complete the transaction contemplated by this Agreement. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate, and thereafter neither party shall have any rights or obligations to the other, if for any reason the Closing does not occur by <u>December 31, 2020</u>; *provided however*, such timeframe may be extended by the Director of DCED upon written approval of such extension.
- (G) <u>Disbursement Procedure</u>. Provided that all of the Disbursement Conditions have been satisfied in a timely manner, at Closing, the City shall disburse the proceeds of the Loan to Developer, which shall only be utilized for Eligible Uses. The City shall not be required to disburse the proceeds of the Loan to Developer in advance of the Closing and may require that any Loan disbursement be disbursed into escrow for the Closing. If the amount of funds necessary to finance all Eligible Uses is *less than* \$1,500,000.00, the amount of the Loan made available by the City under this Agreement shall be reduced to such lesser amount. In no circumstances shall the City be obligated to disburse proceeds of the Loan in an amount in excess of the proceeds necessary to finance the Eligible Uses.
- (H) <u>No Other City Assistance</u>. Except for the City's agreement to provide the Loan as described in this Agreement, the City shall not be responsible for any costs associated with the completion of the Project.

#### 4. Project Terms.

- (A) <u>Commencement and Completion of Construction</u>. Following the Loan Closing, Developer shall (i) apply for and receive the required building permits from the City's Department of Buildings and Inspections for construction of the Project and commence on-site construction of the Project in accordance with the Final Plans (the "Construction Commencement") no later than the Commencement Deadline and (ii) complete construction of the Project (as evidenced by a certificate of occupancy for the Project) in accordance with the Final Plans and all other City approvals (the "Construction Completion") no later than the Completion Deadline; provided however, the City may, upon Developer's request and at the City's sole discretion, extend the Commencement Deadline or the Completion Deadline, in either case for up to a maximum of nine (9) additional months, with any such extension effective upon written approval by the Director of DCED.
- (B) Applicable Laws. Developer shall obtain and maintain all necessary City and other governmental permits, licenses and other approvals and shall comply with all applicable federal, state and local laws, codes, ordinances and other governmental requirements applicable to the Project and the Property including without limitation those set forth on Exhibit F (Additional City Requirements) hereto. The City makes no representations or other assurances to Developer that Developer will be able to obtain whatever variances, permits or other approvals from the City's Department of Buildings and Inspections, the Department of City Planning, City Planning Commission, or City Council that may be required in connection with the Project.
- (C) <u>Insurance Requirements.</u> Throughout the Term, Developer shall maintain the following insurance policies:
  - (i) special peril (formerly known as "all-risk") full replacement cost property insurance on the Property, naming the City and Developer as their interests may appear;
  - (ii) liability insurance covering claims for bodily injury, personal injury or death, and property damage occurring at the Property in an amount of at least \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming the City as an additional insured with respect to the Project; and
  - (iii) workers' compensation insurance as required by law.
- (D) <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 itself against such loss or damage by maintaining adequate insurance. Developer shall cause its property insurance policies (and shall cause its general contractor's insurance policies) to include a waiver of subrogation provision consistent with the foregoing waiver.
- (E) Environmental Indemnity. As a material inducement to the City to enter into this Agreement, Developer does hereby agree that, with respect to any environmental condition on or otherwise affecting the Property that exists at or prior to the time of the City's execution of this Agreement (herein, a "Pre-existing Environmental Condition"), and regardless of whether or not such Pre-existing Environmental Condition is described in any environmental assessment or any other environmental report that may have been generated in connection with this Agreement, Developer shall: (i) at no expense to the City, promptly take all steps necessary to remediate such Pre-existing Environmental Condition, within a reasonable time after discovery, to the satisfaction of the City's Office of Environmental Quality; and (ii) defend, indemnify, and hold the City 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 City as a result of or arising from any such Pre-existing Environmental Condition. Developer's

remediation and indemnity obligations under this paragraph shall survive Developer's completion of the Project.

- (F) <u>General 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, the general contractor, or their respective agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at the request of Developer or general contractor in connection with the Project.
- 5. <u>Casualty; Eminent Domain.</u> If, during the Term of this Agreement, the improvements on the Property are damaged or destroyed by fire or other casualty, or if any portion of the Property is taken by exercise of eminent domain (federal, state or local), Developer shall cause the Property to be repaired and restored, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which the property was in immediately prior to such occurrence. Developer shall handle all construction in accordance with the applicable requirements set forth herein, including without limitation obtaining the City's approval of the plans and specifications if they deviate from the final plans and specifications as initially approved by the City hereunder. Developer shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the affected property is 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 dissolution of any of the entities comprising Developer or Guarantor (during the term of the Guaranty) or the filing of any bankruptcy or insolvency proceedings by or against any of them, the appointment of a receiver (temporary or permanent) for any of them, the attachment of, levy upon, or seizure by legal process of any property of any of them, or the insolvency of any of them; or
- (ii) The failure of Developer or Guarantor (during the term of the Guaranty) to perform or observe any obligation, duty, or responsibility under this Agreement or any other Loan Document days (provided that a failure of the Guarantor to perform under the Guaranty shall be deemed a failure of Developer to perform under this Agreement) and (a) if such failure is reasonably susceptible to being cured within thirty (30) days, Developer fails to cure such failure within thirty (30) days of Developer receiving written notice of such failure from the City; or (b) if such failure is not reasonably susceptible to being cured within such 30 day period, Developer fails (i) to commence to cure such failure within such 30 day period or (ii) thereafter fails to diligently pursue such cure to completion and actually complete such cure within ninety (90) days of Developer receiving written notice of such failure from the City; or (c) if the failure creates a dangerous condition or otherwise constitutes an emergency as determined by the City, Developer fails to take corrective action immediately upon discovering such dangerous condition or otherwise 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.
- (B) Remedies. Upon the occurrence of an event of default under this Agreement, the City shall be entitled to: (i) terminate this Agreement by giving Developer written notice thereof; (ii) take such actions in the way of "self help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of Developer; (iii) require repayment of any and all of the Loan previously disbursed by the City to Developer under this Agreement; and (iv) exercise any and all other rights and remedies under this Agreement, under the Note or Mortgage, or otherwise available at law or in equity, including without limitation pursuing an action for specific performance, all such rights and remedies being cumulative. 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 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. Notwithstanding anything in this Agreement to the contrary, under no circumstances shall the City be obligated to disburse the Loan to Developer if Developer is then in default under this Agreement.

- (B) <u>Notices</u>. 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. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses set forth in the introductory paragraph of this Agreement. Notices shall be deemed given on the date of receipt. 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.
- (D) <u>Representations, Warranties and Covenants of Developer</u>. Developer makes the following representations, warranties, and covenants to induce the City to enter into this Agreement:
- (i) Developer is a non-profit limited liability company, organized and validly existing under the laws of the State of Ohio, has properly filed all certificates and reports required to be filed by it under the laws of the State of Ohio, and is not in violation of any laws of the State of Ohio relevant to the transactions contemplated by this Agreement.
- (ii) Developer has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for herein. This Agreement has by proper action been duly authorized, executed and delivered by Developer and all actions necessary have been taken to constitute this Agreement, when executed and delivered, valid and binding obligations of Developer.
- (iii) 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 the organizational documents of Developer, 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 with its normal operations 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.
- (viii) Developer shall fully comply with any and all relevant relocation laws that may be applicable to Developer's activities under the Agreement including, but not limited to, Cincinnati Municipal Code Chapter 740.

#### 7. 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, administrative, operational and other reports, records, statements and information as may be reasonably 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"). If at any time the City deems it necessary to review audited financial statements, Developer shall furnish the same to the City upon the City's written request (not more than once per year). 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 completion of the Project.
- (B) <u>City's Right to Inspect and Audit</u>. For a period of three (3) years after the Term, 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.
- **8.** Recognition of City Funding. Developer shall acknowledge the financial 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 funder, Developer shall use either the phrase "Funding provided 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 of completion of the Project.

#### 9. General Provisions.

- (A) Assignment; Change of Control.
- (i) <u>Assignment</u>. Developer shall not assign its rights or interests under this Agreement to any third party without the prior written consent of the City, which consent may be withheld in the City's sole discretion. The City hereby consents to Developer's collateral assignment of its rights under this Agreement to any construction lender(s) for the Project and to an assignment of Developer's rights under this Agreement to any affiliate of Developer for purposes of completing the Project. Any such permitted assignment shall not act as a release of Developer, unless otherwise agreed to in writing by the City, and any prohibited assignment shall be void.
- (ii) <u>Change of Control</u>. Developer shall not permit a Change of Control (as defined below) without the prior written consent of the City, which consent may be withheld in the City's sole discretion. As used herein, "**Change of Control**" means a change in the ownership of Developer such that Guarantor has less than a 51% direct or indirect voting interest in Developer and lack the power to direct or cause the direction of the management and policies of Developer, whether through the ownership of ownership interests in Developer, by contract, or otherwise.
- (B) <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) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. All actions regarding this Agreement shall be brought in the Hamilton County Court of Common Pleas, and Developer agrees that venue in such court is proper. Developer hereby waives trial by jury with respect to any and all disputes arising under this Agreement.
- (E) <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. Developer shall not assign its rights or obligations under this Agreement without the prior written consent of the City, and any attempt to do so without the City's consent shall, at the City's option, render this Agreement null and void.
- (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) <u>No Third-Party Beneficiaries</u>. The parties hereby agree that no third-party beneficiary rights are intended to be created by this Agreement.
- (I) <u>No Brokers</u>. The City and Developer represent to each other that they have not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation as a result of Developer's acquisition of the Property (or, if the seller is represented by a real estate broker or agent, Developer's purchase contract with the seller shall require seller to pay any and all real estate commissions and fees owed to such broker pursuant to the separate agency agreement between them).
- (J) 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.
- (K) <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.
- (L) <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.
  - (M) <u>Exhibits</u>. The following Exhibits are attached hereto and made a part hereof:

Exhibit A – Legal Description

Exhibit B – Scope of Work and Project Budget

Exhibit C - Form of Promissory Note

Exhibit D - Form of Mortgage

Exhibit E – Form of Payment and Completion Guaranty Exhibit F – Additional City Requirements

Remainder of this page intentionally left blank. Signatures to follow.

This Agreement is executed by the parties on the dates indicated below their respective signatures, effective as of the later of such dates (the "**Effective Date**").

COURT AND VINE HOLDINGS, LLC	
Ву:	-
Title:	-
Date:, 2020	
CITY OF CINCINNATI	
By:Paula Boggs Muething, Interim City	- Manager
Date:, 2020	
Recommended by:	
Markiea Carter Interim Director, Department of Communication	- nity and Economic Development
Approved By:	
Jennifer Mackenzie Interim Director, Department of Econom	
Approved as to Form:	
Assistant City Solicitor	_
Certified Date:	-
Fund/Code:	-
Amount:	_
Ву:	_
Karen Alder, City Finance Director	

## **EXHIBIT A**

to Funding Agreement

## **LEGAL DESCRIPTION**

[TO BE INSERTED IN EXECUTION VERSION]

## **EXHIBIT B**

to Funding Agreement

## SCOPE OF WORK AND PROJECT BUDGET

## I. SCOPE OF WORK FOR PROJECT

The Project will completely renovate a group of existing historic buildings located at 7-11 E. Court Street, 31 and 37 E. Court Street, and 915 Vine Street. The mixed-use development will create approximately 28 residential condominiums and 8,943 square feet of commercial space. Each building will include residential condominium units on upper floors and retail/restaurant space on the first floors. The buildings will be rehabbed to the level of finish on par with comparable projects in the OTR/CBD area, similar in quality and material selections to other projects completed by Cincinnati Center City Development Corporation, the parent company of Developer.

## II. PROJECT BUDGET

Acquisition Deferred Acquisition Costs Title Fees Acquisition Total	1,898,965 450,723 24,000
Title Fees  Acquisition Total	
Acquisition Total	24.000
•	2 1,000
	2,373,688
HARD COSTS	
Commercial White Box Construction	-
Residential Construction (No PW)	7,096,431
Commercial Tenant Improvements	475,000
Duke Contribution	95,182
Hard Cost Total	7,666,613
SOFT COSTS	
Miscellaneous predevelopment return	85,000
Legal Fees - Condo Docs	15,000
Condo Fees	15,000
Architect/Engineering	327,609
Legal Fees - loan docs	30,000
Tax Abatement & C of O Applications	6,000
Permits/Tap Fees	60,000
Environmental Testing	15,000
Consulting/Professional Fees	22,500
Testing/Geotechnical/Third Party Inspection Fees	15,000
Marketing	7,500
Utilities post construction (9 mo)	19,600
Condo doc - drawings	13,000
nsurance	26,000
Survey	15,000
Legal - Leases	5,500
nclusion Consultant	5,000
Real Estate Tax (during construction, 1.5 years)	8,13
nterest Costs - third party	189,03
nterest Costs - CEF II	99,83
Loan Origination Fees	77,15
Developer Fee	150,00
Contingency	279,34
Year 1 Operating Reserve	53,26
Soft Cost Total	1,539,47
TOTAL PROJECT COST	11,579,77
DEVELOPMENT USES Acquisition	2 272 60
Hard Costs	2,373,68
Soft Costs	7,666,61
Total Uses	1,539,47 <b>11,579,77</b>
iotal Oses	
DEVELOPMENT SOURCES	
Residential 1st Mortgage	4,120,03
Commercial 1st Mortgage	2,181,19
CEF II Loan - Residential	2,746,69
CEF II Loan - Commercial	581,12
A caudicition Loop	450,72
Acquisition Loan	
City Funding	1,500,00

#### **EXHIBIT C**

to Funding Agreement

## FORM OF PROMISSORY NOTE

#### PROMISSORY NOTE

(secured by mortgage on real property, 5% interest rate)

\$ <u>1,500,000.00</u>	Cincinnati, Ohio
	, 2020

FOR VALUE RECEIVED, the undersigned, COURT AND VINE HOLDINGS, LLC a nonprofit limited liability company organized under the laws of the State of Ohio, the address of which is 1203 Walnut St, 4<sup>th</sup> Floor, Cincinnati, OH 45202 ("Borrower"), hereby promises to pay to the order of the CITY OF CINCINNATI, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "City"), the sum of one million five hundred thousand dollars and 00/100 (\$1,500,000.00) or so much thereof as the City disburses to Borrower pursuant to that certain *Funding Agreement* between the City and Borrower dated \_\_\_\_\_\_\_\_, 2020, (the "Agreement"), as described below (the "Loan"). Capitalized terms used herein but not defined herein, if any, shall have the meanings ascribed to them in the Agreement.

This Promissory Note is secured by a subordinate mortgage on real property located at 7-11 East Court Street, 915-917 Vine Street, and 31 and 33 East Court Street, Cincinnati, OH 45202 (the "**Property**"). As more particularly described in the Agreement, Borrower is required to use the Loan proceeds exclusively to pay the purchase price of the Property and additional acquisition-related costs as approved in writing by the City.

- 1. Terms. The terms of the Loan are as follows:
  - (a) <u>Term.</u> The term of the Loan (the "**Term**") shall be 3 years, beginning upon the date of this Promissory Note (the "**Effective Date**") and ending on the 3-year anniversary of the Effective Date (the "**Maturity Date**"); *provided however*, in the event that on or before the Maturity Date (i) Borrower has utilized best efforts to sell all residential condominium units developed as part of the Project but has been unable to sell all of such units; (ii) Borrower has submitted a request to the City requesting an extension of the Maturity Date; and (iii) Borrower is then in and has continually been in compliance with all requirements of the Agreement, then the Director of DCED may, in his or her sole discretion, extend the Maturity Date for up to a 24-month period.
  - (b) <u>Interest Rate</u>. Interest shall accrue at a rate of five percent (5.00%) per annum on the outstanding amount of the Loan. Said interest shall compound annually and be computed based on a three hundred sixty (360) day year and utilizing the actual number of days elapsed for any whole or partial month in which interest is being calculated.
  - (c) <u>Loan Repayment; Deferral; Forgiveness</u>. The Loan shall be repaid by Borrower in accordance with the following:
    - [i] <u>Payment Deferral Period</u>: Except as set forth below for the Loan Payment, all other payments on amounts due under the Loan (including principal and accrued interest) shall be deferred until the Maturity Date.
    - [ii] Loan Payment and Forgiveness:

Promptly following Developer's sale of the last residential condominium unit developed as part of the Project, Developer shall make the Loan Payment (as defined below) to the City. Following Developer's payment of the Loan Payment, so long as Borrower is then in and has continually been in compliance with all requirements of the Agreement, the City agrees to forgive any remaining outstanding principal and accrued interest owed on the Loan. In the event that the Loan Payment is equal to or less than \$0.00, then Developer shall not be required to make a Loan Payment and the City agrees to forgive the entire amount of outstanding principal and accrued interest on the Loan. Upon request by Borrower, the City will provide written confirmation of compliance and/or forgiveness under this provision.

As used herein, the phrase "Loan Payment" shall mean a single payment on the Loan equal to (1) the total amount of the cumulative gross proceeds of the sale of all residential condominiums developed as part of the Project that are sold and closed prior to the Maturity Date and (2) less the following amounts: (i) All amounts then owed by Borrower on the Senior Loans to Senior Lenders (as such terms are defined in the Agreement) for debt incurred to finance the construction of the residential condominium units; (ii) out-of-pocket closing costs of the condominium sales paid by Borrower; (iii) and a 15% developer fee, calculated by multiplying (a) 15% and (b) the total hard costs of completing the residential component of the Project. Upon request by the City, Developer shall provide the City with documentation to support calculation of the Loan Payment.

- [iii] <u>Balloon Payment</u>: On the Maturity Date, the Borrower shall pay a balloon payment equal to all unpaid and unforgiven principal, interest, and other amounts outstanding on the Loan.
- (d) <u>Prepayment</u>. Borrower may prepay the Loan at any time, without penalty.
- (e) <u>Late Charges & Default Rate of Interest</u>. If any payment due hereunder is not received by the City when due, a late charge equal to five percent (5%) of the past due amount shall automatically become due, and interest on the past due amount shall accrue at the rate of twelve percent (12%) per annum beginning on the due date until the entire past due amount has been paid. The foregoing is in addition to the City's other rights and remedies hereunder and under the Agreement in the event of a default.
- **2.** Authority. 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.
- **3.** Place of Payment. Payments due under this Note shall be made by check payable to the "City of Cincinnati-Treasurer" and mailed to the City at the address set forth in the introductory paragraph of this Note or such other place as the City may designate in writing from time to time.
- **4. Due on Sale**. If Borrower sells or otherwise transfers title to the Property to a third party without the prior written consent of the City, then the entire principal balance and all accrued interest under this Note shall automatically become due and payable; provided however, this clause shall not apply to sale of residential condominium units after the completion of construction of the Project.
- 5. <u>Default; Remedies</u>. Upon any default in the payment of interest, principal, or any other sum when due under this Note that is not cured within five (5) days after Borrower is given written notice thereof, or upon a default of Borrower under the Agreement that is not cured within the applicable notice and cure period provided for therein, the entire principal sum and any and all late charges and accrued and unpaid interest under this Note may, at the option of the Note holder, be declared to be immediately due and payable, time being of the essence. Failure of the holder of this Note to exercise its rights and remedies 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.
- **6. General Provisions**. This Note and any and all ancillary documents executed by Borrower in connection with the Loan constitute the entire agreement of the parties with respect to the matters described

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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.

[SIGNATURE PAGE FOLLOWS]

BORROWER:
COURT AND VINE HOLDINGS, LLC an Ohio nonprofit limited liability company
Ву:
Printed name:
Title:
Approved as to Form:

Assistant City Solicitor

Executed by Borrower on the Effective Date.

## **EXHIBIT D**

to Funding Agreement

## FORM OF MORTGAGE

	[SPACE ABOVE FOR RECORDER'S USE]
	Property: 7-11 East Court Street 915-917 Vine Street
	31 and 37 East Court Street
	MORTGAGE
("Borrower"), in consideration CINCINNATI, an Ohio municipe videnced by Borrower's <i>Prom</i> restated or replaced from time to	ND VINE HOLDINGS, LLC, an Ohio nonprofit limited liability company of a loan in the principal amount of \$1,500,000.00 made by the CITY OF oal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "City"), as a pissory Note dated, 2020, (as the same may be amended, to time, the "Note"), hereby grants, with mortgage covenants, to the City the note to the legal description set forth below (the "Property"):
Parcel Numbers:	[]
Property Addresses:	7-11 East Court Street, 915-917 Vine Street, and 31 and 37 East Court Street, Cincinnati, OH 4520
Deed References:	OR, Page, Hamilton County, Ohio Records.
Legal Descriptions:	See attached Exhibit A
This Mortgage is given, upon the under the Note.	e statutory condition, to secure the Borrower's obligations to make payments
Executed on the date of	of acknowledgement indicated below.
	[SIGNATURE PAGE FOLLOWS]

## **COURT AND VINE HOLDINGS, LLC**

		Ву:
		Printed Name:
		Title:
STATE OF OHIO	)	
	) ss:	
COUNTY OF HAMILTON	)	
The foregoing instrum	ent was acknowled	ged before me this day of, 2020, by
HOLDINGS, LLC, a nonprofit I behalf of the company. The not administered to the signer with	arial act certified her	of COURT AND VINE any organized under the laws of the State of Ohio, on eby is an acknowledgment. No oath or affirmation was all act certified to hereby.
		Notary Public My commission expires:
Approved as to Form:		
A	<del></del>	
Assistant City Solicitor		
This instrument prepared by:		
City of Cincinnati Law Departm 801 Plum Street	ent	

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Cincinnati, OH 45202

## **EXHIBIT A**

to Mortgage

## Legal Description

# [DESCRIPTION TO BE INSERTED IN EXECUTION VERSION]

#### **EXHIBIT E**

### to Funding Agreement

### FORM OF PAYMENT AND COMPLETION GUARANTY

Project: Court Street Redevelopment

#### **PAYMENT AND COMPLETION GUARANTY**

This Payment and Completion Guaranty ("Guaranty") is made as of the Effective Date (as defined on the signature page hereof) by CINCINNATI CENTER CITY DEVELOPMENT CORPORATION, an Ohio nonprofit corporation, the address of which 1203 Walnut St, 4<sup>th</sup> Floor, Cincinnati, OH 45202 ("Guarantor) in favor of the CITY OF CINCINNATI, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, Ohio 45202 (the "City").

#### Recitals:

- A. The City and Court and Vine Holdings, LLC, an Ohio nonprofit limited liability company ("**Obligor**") are parties to a *Funding Agreement* dated \_\_\_\_\_\_ (the "**Agreement**"). Capitalized terms used, but not defined, herein shall have the meanings ascribed thereto in the Agreement.
- B. Pursuant to the Agreement, among other things, Obligor is obligated to complete the Project, which includes the acquisition of 7-11 East Court Street, 915-917 Vine Street, and 31 and 37 East Court Street, Cincinnati, OH 4520 in order to redevelop the properties into approximately 28 residential condominiums and 8,943 square feet of commercial space. Pursuant to the terms of the Agreement, the City is providing the Loan in the amount of \$1,500,000.00 in order to partially finance the acquisition of the Property.
- C. Guarantor is the parent company of Obligor and will benefit from the provision of the Loan provided by the City in connection with the Project.
- D. It is a condition of the Agreement that Guarantor provide this Guaranty to the City with respect to the Project.

NOW, THEREFORE, for and in consideration of the City's execution of the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby promises and agrees as follows:

## A. Guaranty.

- (A) Guarantor hereby absolutely, unconditionally, and irrevocably guarantees to the City the full and prompt performance by Obligor of Obligor's obligations under the Agreement to both (i) complete the Project and (ii) repay the Loan, all in accordance with, and subject to, the terms and conditions of the Agreement and the Note, including payment to the City of any and all losses, damages, and expenses (including without limitation attorneys' fees) suffered or incurred by the City and arising out of the failure by Obligor under the Agreement to do so, regardless of whether such losses, damages, or expenses are expressly provided for under the Agreement or are then otherwise allowable by law (collectively, the "Guaranteed Obligations").
- (B) If Obligor fails to fulfill one or more of the Guaranteed Obligations, resulting in a notice of default from the City to Obligor under the Agreement, the City shall notify Guarantor thereof in writing. If the City provides notice of default, then Guarantor, within ten (10) days after its receipt of such notice, shall take all steps necessary to cure the default (including, for example, providing additional funding for the Project if necessary). All rights and remedies of the City under this Guaranty are cumulative, and nothing

in this Guaranty shall be construed as limiting the City's rights and remedies available under the Agreement or at law or in equity.

(C) From time to time, the City may in the exercise of its sole and absolute discretion and without providing notice to or obtaining the consent of Guarantor, and without in any way releasing, altering, or impairing any of Guarantor's obligations and liabilities to the City under this Guaranty: (i) waive compliance with, or any default occurring under, or grant any other indulgence with respect to, the Agreement; (ii) modify or supplement any of the provisions of the Agreement upon written agreement with Obligor; (iii) grant any extension or renewal of or with respect to the Agreement upon written agreement with Obligor and/or effect any release, compromise, or settlement in connection therewith; and (iv) deal in all respects with Obligor as if this Guaranty were not in effect.

## 2. <u>Liability of Guarantor</u>.

- (A) Guarantor's liability under this Guaranty (i) shall be primary, direct, and immediate and is a guaranty of performance and completion and of collection on the Loan; (ii) shall not be conditioned or contingent upon the pursuit by Obligor of any remedy that it may have against its contractors, subcontractors, or any other person with respect to the Project or at law or in equity; and (iii) shall be unconditional, irrespective of the genuineness, validity, regularity, or enforceability of the Agreement, as the case may be, or of the adequacy of any consideration or security given therefor or in connection therewith, or of any other circumstance that might otherwise constitute a legal or equitable discharge of a surety or a guarantor under applicable law. Guarantor hereby waives any and all defenses at law or in equity that may be available to Guarantor by virtue of any such circumstance.
- (B) Without limiting the generality of the foregoing provisions of this Section 2, the City shall not be required (i) to make any demand of Obligor or any other person; or (ii) otherwise pursue or exhaust its remedies against Obligor or any other person or entity or against the Project, before, simultaneously with, or after enforcing any of its rights and remedies under this Guaranty against Guarantor. The City may bring one or more successive and/or concurrent actions against Guarantor, either as part of any action brought against Obligor or in one or more separate actions, as often as the City deems advisable in the exercise of its sole and absolute discretion.
- (C) Guarantor's liability under this Guaranty shall continue after any assignment or transfer by the City or Obligor of any of their respective rights or interests under the Agreement or with respect to the Project until the satisfaction of all provisions contained in this Guaranty (but the foregoing shall not be deemed to be or constitute the consent by the City to any such assignment by Obligor, which shall continue to be governed by the terms of the Agreement). Guarantor's liability under this Guaranty shall not be affected by any bankruptcy, reorganization or insolvency of Obligor or any successor or assignee thereof or by any disaffirmance or abandonment by a trustee of Obligor.
- Waivers. Guarantor hereby expressly waives: (i) presentment and demand for payment of any sum payable under the provisions of the Agreement, and protest of any nonpayment thereof; (ii) notice of acceptance of this Guaranty and of such presentment, demand and protest; (iii) notice of any default under this Guaranty or under the provisions of the Agreement, except as stated herein; (iv) demand for observance or performance, and enforcement, of any of the terms or conditions of this Guaranty, and/or of the Agreement, except as stated herein; (v) any and all other notices and demands that may otherwise be required by law to be given or made; and (vi) any and all rights that Guarantor may have to a trial by jury in any action brought on or with respect to this Guaranty, all rights and remedies accorded by applicable law to Guarantor, including, without limitation, any extension of time conferred by any law now or hereafter in effect, and all rights of redemption, homestead, dower and other rights or exemptions of every kind, whether common law or statutory. In addition, Guarantor hereby expressly agrees that, if this Guaranty is enforced by suit or otherwise, or if the City exercises any of its rights or remedies under the provisions of the Agreement upon any default by Obligor in performing any of Obligor's obligations thereunder, Guarantor shall reimburse the City, upon demand, for any and all expenses, including without limitation attorneys' fees, that the City incurs in connection therewith, payable within ten (10) days after the City's written demand.

- 3. <u>Subrogation</u>. No payment by Guarantor under this Guaranty shall give Guarantor any right of subrogation to any rights or remedies of the City against Obligor under the Agreement. Until Obligor has paid and performed all of its obligations under the Agreement, Guarantor hereby waives all rights of contribution, indemnity or subrogation with respect to Obligor that might otherwise arise from Guarantor's performance under this Guaranty.
- 4. <u>Effect of this Guaranty</u>. Guarantor hereby warrants to the City that: (A) Guarantor (i) has a financial interest in the Project; (ii) is duly organized, validly existing, and in good standing under the laws of the State of Ohio; (iii) has full power, authority, and legal right to execute, acknowledge, and deliver this Guaranty; and (iv) there are no actions, suits, or proceedings pending or to the knowledge of Guarantor threatened against Guarantor, at law or in equity, or before any governmental department, commission, board, bureau, agency, or instrumentality which involve the possibility of any judgment or order that may result in any material adverse effect upon Guarantor; and (B) this Guaranty constitutes Guarantor's binding and enforceable legal obligation.
- 5. <u>Notices</u>. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person; (ii) upon receipt or refusal if delivered by overnight delivery with any reputable overnight courier service; or (iii) upon receipt or refusal if sent by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to Guarantor and the City, as the case may be, at the addresses set forth in the introductory paragraph of this Guaranty or such other address as may be designated from time to time by notice given to the other party in the manner prescribed herein. Guarantor shall simultaneously send, by U.S. certified mail, a copy of each notice given by Guarantor to the City hereunder to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, Ohio 45202.

## 6. General Provisions.

- (A) <u>Amendment</u>. This Guaranty may be amended or supplemented by, and only by, an instrument executed by the City and Guarantor.
- (B) <u>Waiver</u>. Neither party hereto shall be deemed to have waived the exercise of any right which it holds under this Guaranty unless that waiver is made expressly and in writing (and no delay or omission by any party hereto in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.
- (C) <u>Applicable Law.</u> This instrument shall be given effect and construed by application of the laws of the City of Cincinnati and the State of Ohio, and any action or proceeding arising under this Guaranty shall be brought only in the Hamilton County Court of Common Pleas. Guarantor hereto agrees that the City shall have the right to join Obligor in any action or proceeding commenced by the City under this Guaranty.
  - (D) Time of Essence. Time shall be of the essence of this Guaranty.
- (E) <u>Headings</u>. The headings of the paragraphs and subparagraphs of this Guaranty are provided herein for and only for convenience of reference and shall not be considered in construing their contents.
- (F) <u>Construction</u>. As used in this Guaranty, (i) the term "person" means a natural person, a trustee, a corporation, a partnership, a limited liability company, and any other form of legal entity; and (ii) all references made (a) in the neuter, masculine, or feminine gender shall be deemed to have been made in all such genders, (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, (c) to any paragraph or subparagraph shall, unless herein expressly indicated to the contrary, be deemed to have been made to such paragraph or subparagraph of this Guaranty, and (d) to Guarantor, the City, and Obligor shall be deemed to refer to each person hereinabove so named and their respective heirs, executors, personal representatives, successors and assigns.

- (G) <u>Severability</u>. No determination by any court or governmental body that any provision of this Guaranty or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (i) any other such provision, or (ii) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with applicable law.
- (H) <u>Entire Agreement</u>. This Guaranty represents the complete understanding between or among the parties hereto as to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, statements or agreements, either written or oral, between or among the parties hereto as to the same.
- (I) <u>Term.</u> This Guaranty shall be effective upon the execution hereof and shall remain in effect until such time as the Guaranteed Obligations are satisfied and discharged in full. At such time, Guarantor may request, and the City will endeavor to promptly provide, a written statement from the City acknowledging the same and confirming that Guarantor has no further obligations hereunder.
- (J) <u>Assignment</u>. Guarantor shall not assign its rights or interests or delegate its duties or obligations under this Guaranty to any third party without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion. Any non-permitted assignment shall be void.

[Signature Page Follows]

Executed and effective as of	, 2020 (the " <b>Effective Date</b> ").
GUARANTOR:	
CINCINNATI CENTER CITY DEVELOPMENT O	CORPORATION
Ву:	
Name:	
Title:	
Approved as to Form:	
Assistant City Solicitor	
This instrument prepared by:	
Office of the City Solicitor 801 Plum Street, Room 214 Cincinnati, Ohio 45202	

#### **EXHIBIT F**

## to Funding Agreement

## ADDITIONAL CITY REQUIREMENTS

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

#### This Exhibit serves two functions:

- (i) Serving as a Source of Information With Respect to Government Requirements. This Exhibit identifies certain Government Requirements that may be applicable to the Project, Developer, or its contractors and subcontractors. Because this Agreement requires that Developer comply with all applicable laws, regulations, and other Government Requirements (and in certain circumstances to cause others to do so), this Exhibit flags certain Government Requirements that Developers, contractors and subcontractors regularly face in constructing projects or doing business with the City. To the extent a Developer is legally required to comply with a Government Requirement, failure to comply with such a Government Requirement is a violation of the Agreement.
- (ii) Affirmatively Imposing Contractual Obligations. If certain conditions for applicability are met, this Exhibit also affirmatively imposes contractual obligations on Developer, even where such obligations are not imposed on Developer by Government Requirements. As described below, the affirmative obligations imposed hereby are typically a result of policies adopted by City Council which, per Council's directive, are to be furthered by the inclusion of certain specified language in some or all City contracts. The City administration (including the City's Department of Community and Economic Development) is responsible for implementing the policy directives promulgated by Council (which typically takes place via the adoption of motions or resolutions by Council), including, in certain circumstances, by adding specific contractual provisions in City contracts such as this Agreement.

## (A) <u>Construction Workforce</u>.

(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 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) Small Business Enterprise Program.<sup>1</sup>

(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

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<sup>&</sup>lt;sup>1</sup> Note: DCED is currently evaluating revisions to this SBE section due to recent legislative changes adopted by Council. If DCED implements these policy changes prior to the execution of this Agreement, this section will be revised.

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) <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.

#### (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) <u>Electric Vehicle Charging Stations in Garages</u>.

(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

2020-161

#### REQUEST FOR PROJECT WAGE DETERMINATION

DATE RECEIVED: 8/4/2020 ORIGINAL ASSIGNED NUMBER:

REQUESTING AGENCY OR DEPT:

DEI USE ONLY Community and Economic Development

Fillout and Circle all that Apply Below:

CONTACT PERSON AND PHONE

FUNDING GUIDELINES: CONTACT PERSON AND PHONE
(State or Federal)

KUMBER:
Giovanni Rocco: 513-352-1960

RATES THAT APPLY:

(Building, Heavy, Highway, Residential)
Prevailing wage does not apply.

DECISION NUMBER: N/A

Requested Date: 08/03/2020
Estimated Advertising Date: 08/08/2020
Estimated Bid Opening Date: 08/08/2020

MODIFICATIONS: N/A Estimated Starting Date: 09/08/2020

DECISION DATE: N/A SOURCE AND FUND NUMBER

Name: Dionne Cherry

Title: Contract Compliance Specialist PROJECT ACCOUNT NUMBER:

Date: 8/17/2020 AMT. OF PUB. FUNDING \$: 1,500,000

APPROVED BY: TOTAL PROJECT DOLLARS: 12,037,346

Sensitive B. Mackenzie, Interim Director NAME OF PROJECT

DEPARTMENT OF ECONOMIC INCLUSION Court Street South Development

COMMENTS:

As described, prevailing wage does not apply as the the public funds are being used ONLY for acquisition, which does not meet the definition of construction under O.R.C. 4115.03(B).

Local prevailing wage does not apply. The project does not meet the definition of a "Development Agreement" as set forth by CMC 321-1-D2.

Note: Any changes to the scope, funding or developer(s) on the project, or the failure of the project to start within 90 days of the determination, will require revisions to this wage determination.

#### TYPE OF WORK

1. Building 2. Heavy
3. Highway 4. Residential X

5. Demolition

Othe

#### PROJECT LOCATION

in tis project, 3CDC will be renovating the buildings located at 7-11 E. Court Street, 915 Vine Street, and 31-37 E. Court Street in the Central Business District. The project will result in a total of 28 units and 10,352 sf of commercial space with the breakdown as follows: - 7-11 E. Court: 8 residential units and 3,380 sf of commercial space - 915 Vine:6 residential units and 2,377 sf of commercial space - 31-37 E. Court: 14 residential units and 4,595 sf of commercial space

#### PROJECT FUNDING SOURCE

The project will be mostly funded privately, with the complete breakdown as follows: - Residential 1st Mortgage: 5,735,080 - Commercial 1st Mortgage: 2,303,998 - CEF II Loan - Residential: 1,1825,413 - CEF II Loan - Commercial: 672,855 - City Funding: 1,500,000

#### PROJECT SCOPE OF WORK AND BUDGET

This project will renovate a group of buildings located at 7-11 E Court Street, 31-37 E Court Street, and 915 Vine Street into active mixed-use. Buildings each include residential condominium units on upper floors, and retail/restaurant space on the first floors. These buildings will be rehabbed to the level of finish on par with comparable projects in the OTR/CBD area, similar in quality and material selections to other 3CDC projects.

DEI 217 Form REV: 6/12/2017



August 31, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: COMMUNITY REINVESTMENT AREA TAX EXEMPTION

AGREEMENT FOR OTR HOLDINGS, INC., LOCATED AT 31 E.

COURT STREET

Attached is an Emergency Ordinance captioned as follows:

APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with OTR Holdings, Inc., or other subsidiary of Cincinnati Center City Development Corporation (3CDC) acceptable to the City, thereby authorizing a 12-year tax exemption for 100% of the value of improvements made to real property located at 31 E. Court Street in the Central Business District of Cincinnati, in connection with the remodeling of existing first-floor commercial space, at a total construction cost of approximately \$248,919.

#### BACKGROUND/CURRENT CONDITIONS

OTR Holdings, Inc. is the current property owner of the project referred to as Court Street South, which includes 4 historic buildings located at 7-11 E. Court Street, 31 E. Court Street, 37 E. Court Street, and 915 Vine Street in the Central Business District. These historic buildings are currently vacant. OTR Holdings, Inc. submitted a Financial Assistance application for each of the buildings included in the Court Street South Project. These applications were received and reviewed by DCED.

#### **DEVELOPER INFORMATION**

OTR Holdings, Inc. is a subsidiary of Cincinnati Center City Development Corporation (3CDC). 3CDC is a non-profit organization that has invested over \$1.47 billion dollars in development in Downtown and Over-the-Rhine over the past 15 years. This investment has resulted in 300 apartment units, 534 condominiums, 156 hotel rooms, 320 shelter beds, 1,070,500 square feet of commercial space, and 4,925 parking spaces. The recently completed a similar condominium development on the north side of Court Street.

#### PROJECT DESCRIPTION

The Court Street South project is 4 separate buildings, each with ground floor commercial space and residential condos above. Upon completion this project will consist of 28 condominiums and 7,553 square feet of commercial space.

This transmittal specifically refers to the commercial portion of the project located at 31 E. Court Street. This commercial space will be 1,190 square feet. The estimated total project cost is \$329,516, with 2 permanent jobs created at a total annual payroll of \$102,483 and 2 temporary construction jobs at an annual payroll of \$127,496. This project aligns with the Compete and Live initiatives of Plan Cincinnati, and 3CDC has received the support of Downtown Residence Council.

#### **PROPOSED INCENTIVE**

The Ordinance provides for a 100% (net 52%), 12-year CRA tax exemption for this commercial space. The exemption applies only to the increase in value of the ground floor commercial space attributable to the project improvements. Pursuant to the Commercial CRA policy established by City Council, this project is located within the Streetcar VTICA Area and is therefore subject to analysis based on project underwriting, VTICA contribution, and job creation to determine abatement terms.

The project has demonstrated a financial need due to substantial stabilization and renovation costs. This project will result in a more vibrant Court Street and a help promote a much-needed link between the Riverfront, the CBD, and Over-the-Rhine.

SUMMARY	
Forgone Public Benefit if Project Does not Proceed	
CPS PILOT (Forgone New Revenue)	(\$18,304)
VTICA (Forgone New Revenue)	(\$8,320)
Income Tax (Forgone New Revenue)	(\$28,949)
Total Public Benefit Lost	(\$55,574)
Incentive Value	
Annual Net Incentive to Developer	\$2,404
Total Term Incentive to Developer	\$28,843
City's Portion of Property Taxes Forgone	\$7,159
Public Benefit	
CPS PILOT	
Annual CPS Pilot	\$1,525
Total Term CPS PILOT	\$18,304
VTICA	
Annual VTICA	\$693
Total Term VTICA	\$8,320
Income Tax (Max)	\$28,949
Total Public Benefit (CPS PILOT/VTICA /Income Tax)	\$55,574
Total Public Benefit ROI*	\$1.93
City's ROI*	\$7.76
*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	

CRA Tax Exemption Agreement Court Street South 31 E. Court St. Page 3 of 4

# **RECOMMENDATION**

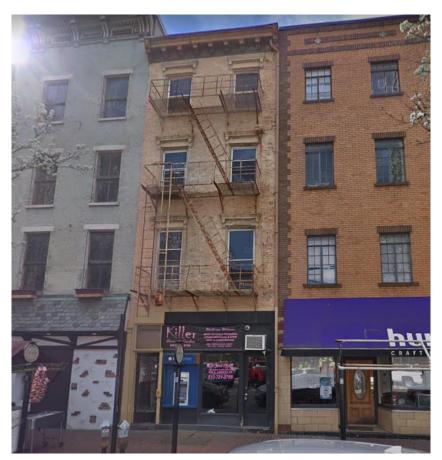
The Administration recommends approval of this Emergency Ordinance.

Attachment A: Property location and photographs

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

# **Attachment A: Location and Photographs**





#### EMERGENCY

# City of Cincinnati

WPW BWG

# An Ordinance No.

2020

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with OTR Holdings, Inc., or other subsidiary of Cincinnati Center City Development Corporation (3CDC) acceptable to the City, thereby authorizing a 12-year tax exemption for 100% of the value of improvements made to real property located at 31 E. Court Street in the Central Business District of Cincinnati, in connection with the remodeling of existing first-floor commercial space, at a total construction cost of approximately \$248,919.

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, sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area; 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, OTR Holdings, Inc. (the "Company"), a subsidiary of Cincinnati Center City Development Corporation (3CDC), desires to remodel approximately 1,190 square feet of first-floor commercial space on real property at 31 E. Court Street located within the corporate boundaries of the City of Cincinnati (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*, 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 15% of the exempt real property taxes, which funds shall be committed by the third-party organization to pay for streetcar operations that specially benefit the property; 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* with OTR Holdings, Inc., or other subsidiary of Cincinnati Center City Development Corporation (3CDC) acceptable to the City (the "Agreement"), thereby authorizing a 12-year tax exemption for 100% of the assessed value of improvements made to real property located at 31 E. Court Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of approximately 1,190 square feet of first-floor commercial space, to be completed at a total construction cost of approximately \$248,919.

#### 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 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:Clerk		

### Attachment A to Ordinance

# **CRA Tax Exemption Agreement**

# SEE ATTACHED

Contract No.	

#### Community Reinvestment Area Tax Exemption Agreement

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 OTR HOLDINGS, INC., an Ohio nonprofit corporation (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, dated September 27, 2017 (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. The Company is the sole owner of certain real property within the City, located at 31 East Court Street, Cincinnati, Ohio 45202 (the "Property"), as further described in Exhibit 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.
- E. The Company has proposed to remodel a building located on the Property, 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. The Board of Education of the Cincinnati School District (the "Board of Education"), pursuant to a certain Tax Incentive Agreement entered into with the City and dated 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.
- K. 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").
- L. 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").
- M. The Company represents that within the past five (5) years neither the Company, nor 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.
- N. 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.
- O. City Council passed (i) Motion No. 201401368 on November 19, 2014, establishing a tax incentive policy that incentivizes each applicant for a real property tax abatement in the neighborhoods of Downtown and OTR to enter into a voluntary tax incentive contribution agreement with a third-party organization ("VTICA") for an amount equal to a percentage of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"), which funds shall be committed by a third-party organization to pay for streetcar operations that specially benefit the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.
- P. The Company acknowledges that Streetcar operations in the Central Business District and Overthe-Rhine will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.
- Q. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the aforementioned 15% VTICA Contribution each year for the full term of the abatement.

R.	This Agreement has	been authorized by Ord	dinance No20	020, pas	ssed 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 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:

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to renovate approximately 1,190 square feet of existing first-floor commercial space on the Property (the "Improvements") at an estimated aggregate cost of \$248,919.00 to commence after the execution of this Agreement and to be completed no later than February 28, 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 remodeling shall be in compliance with applicable building code requirements and zoning regulations. 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 one hundred percent (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 twelve (12) 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 and (D) 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 <u>assessed</u>, as opposed to years in which taxes are <u>billed</u>. No exemption shall commence after tax year 2023 nor extend beyond the <u>earlier</u> of (i) tax year 2034 or (ii) the end of the twelfth (12<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</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.
  - (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

<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.

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) 2 full-time permanent jobs, (ii) 2 full-time temporary construction jobs, (iii) 0 part-time permanent jobs, and (iv) 0 part-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 Company's increase in the number of employees will result in approximately (i) \$102,483 of additional annual payroll with respect to the full-time permanent jobs, (ii) \$127,496 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs, (iii) \$0 of additional annual payroll with respect to the part-time permanent jobs, and (iv) \$0 of additional annual payroll prior to the completion of the Project with respect to the part-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. <u>Default</u>. 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.

Material Representations - Board of Education Agreement and VTICA. The B. 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 in order to support streetcar operations. 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. Notices. 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:

OTR Holdings, Inc. 1203 Walnut Street, 4th Floor Cincinnati, Ohio 45202

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 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.

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	OTR HOLDINGS, INC., an Ohio nonprofit corporation		
By:	By: Printed Name: Title:		
	Date:	, 2020	
	Authorized by resolution dated		
Recommended by:			
Markiea Carter, Interim Director Department of Community and Economic Development	ent		
Approved by:			
Jennifer Mackenzie, Director Department of Economic Inclusion			
Approved as to Form:			
Assistant City Solicitor			
Certified Date:			
Fund/Code:			
Amount:			
By: Karen Alder, City Finance Director			
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# **Exhibit A to CRA Agreement**

#### LEGAL DESCRIPTION OF PROPERTY

[The first-floor commercial improvements located at 31 East Court Street – FINAL LEGAL DESCRIPTION TO BE ATTACHED TO EXECUTION VERSION]

# **Exhibit B to CRA Agreement**

# **APPLICATION FOR TAX EXEMPTION**

TO BE ATTACHED

Contract No.	

#### Community Reinvestment Area Tax Exemption Agreement

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 OTR HOLDINGS, INC., an Ohio nonprofit corporation (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, dated September 27, 2017 (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. The Company is the sole owner of certain real property within the City, located at 31 East Court Street, Cincinnati, Ohio 45202 (the "Property"), as further described in Exhibit 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.
- E. The Company has proposed to remodel a building located on the Property, 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.
- F. 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.
- G. 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.
- H. The Company has submitted to the City an application for this tax exemption agreement (the "<u>Application</u>"), a copy of which is attached hereto as <u>Exhibit B</u>, 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.
- I. 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.
- J. The Board of Education of the Cincinnati School District (the "Board of Education"), pursuant to a certain *Tax Incentive Agreement* entered into with the City and dated 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.
- K. 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").
- L. 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").
- M. The Company represents that within the past five (5) years neither the Company, nor 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.
- N. 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.
- O. City Council passed (i) Motion No. 201401368 on November 19, 2014, establishing a tax incentive policy that incentivizes each applicant for a real property tax abatement in the neighborhoods of Downtown and OTR to enter into a voluntary tax incentive contribution agreement with a third-party organization ("VTICA") for an amount equal to a percentage of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"), which funds shall be committed by a third-party organization to pay for streetcar operations that specially benefit the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.
- P. The Company acknowledges that Streetcar operations in the Central Business District and Overthe-Rhine will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.
- Q. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the aforementioned 15% VTICA Contribution each year for the full term of the abatement.

- 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 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 Company agrees to renovate approximately 1,190 square feet of existing first-floor commercial space on the Property (the "Improvements") at an estimated aggregate cost of \$248,919.00 to commence after the execution of this Agreement and to be completed no later than February 28, 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 remodeling shall be in compliance with applicable building code requirements and zoning regulations. 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 one hundred percent (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 twelve (12) 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 and (D) 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 <u>assessed</u>, as opposed to years in which taxes are <u>billed</u>. No exemption shall commence after tax year 2023 nor extend beyond the <u>earlier</u> of (i) tax year 2034 or (ii) the end of the twelfth (12<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</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. Small Business Enterprise Program.<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 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

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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.

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) 2 full-time permanent jobs, (ii) 2 full-time temporary construction jobs, (iii) 0 part-time permanent jobs, and (iv) 0 part-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 Company's increase in the number of employees will result in approximately (i) \$102,483 of additional annual payroll with respect to the full-time permanent jobs, (ii) \$127,496 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs, (iii) \$0 of additional annual payroll with respect to the part-time permanent jobs, and (iv) \$0 of additional annual payroll prior to the completion of the Project with respect to the part-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. <u>Default</u>. 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 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 in order to support streetcar operations. 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. Notices. 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:

OTR Holdings, Inc. 1203 Walnut Street, 4<sup>th</sup> Floor Cincinnati, Ohio 45202

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 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. Recording. 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.

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	OTR HOLDINGS, INC., an Ohio nonprofit corporation					
By: Paula Boggs Muething, Interim City Manager  Date:, 2020	By: Printed Name:  Title:, 2020  Authorized by resolution dated					
Recommended by:	,					
Markiea Carter, Interim Director Department of Community and Economic Developme	nt					
Approved by:						
Jennifer Mackenzie, Director Department of Economic Inclusion						
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 CRA Agreement**

#### LEGAL DESCRIPTION OF PROPERTY

[The first-floor commercial improvements located at 31 East Court Street – FINAL LEGAL DESCRIPTION TO BE ATTACHED TO EXECUTION VERSION]

# **Exhibit B to CRA Agreement**

# APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED



August 31, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: FUNDING AGREEMENT FOR CONSTRUCTION OF COURT

STREET PUBLIC INFRASTRUCTURE WITH OTR HOLDINGS,

INC.

Attached is an Emergency Ordinance captioned as follows:

**AUTHORIZING** the City Manager to execute a *Public Infrastructure* Funding Agreement with OTR Holdings, Inc., an affiliate of Cincinnati Center City Development Corporation (3CDC), pursuant to which the City of Cincinnati will provide funding of up to \$4,000,000 for the design and construction of certain public infrastructure improvements along Court Street in the Central Business District of Cincinnati; ESTABLISHING new capital improvement program project account no. 980x164x211628, "Court Street Public Infrastructure - TIF" for the purpose of providing resources for the design and construction of public infrastructure improvements associated with the development along Court Street generally between Vine Street and Walnut Street in the Central Business District of Cincinnati; AUTHORIZING the transfer and appropriation of the sum of \$4,000,000 from the unappropriated surplus of Downtown/OTR East Equivalent Fund 483 (Downtown/OTR East TIF District) to newly-established capital improvement program project account no. 980x164x211628, "Court Street Infrastructure - TIF," for the purpose of providing resources for the design and construction of the certain public infrastructure improvements along Court Street, including an upgraded streetscape, a new public plaza area, and other public infrastructure improvements associated with the development; and further expenditures from such project account to serve a public purpose.

#### **BACKGROUND**

On March 6, 2019, City Council passed Ordinance number 80-2019 establishing the Downtown Cincinnati Pedestrian Task Force. This Task Force, a joint effort of the

Public Infrastructure Funding Agreement Court Street Streetscape Page 2 of 3

City of Cincinnati and 3CDC, has the mission of making recommendations to the Mayor and City Council regarding pedestrian and traffic improvements on Court Street, Eighth Street, Ninth Street, and Vine Street in the Central Business District.

Specifically, as it pertains to Court Street, the stated purpose of this Task Force is to recommend improvements that will turn the portion of Court Street between Vine Street and Walnut Street into a pedestrian plaza along with several other pedestrianization initiatives.

#### **DEVELOPER INFORMATION**

OTR Holdings, Inc. is a subsidiary of 3CDC. 3CDC has completed many public infrastructure projects in the city such as Fountain Square, Washington Park, and Ziegler Park to name a few. Moreover, they have already completed streetscape projects in the urban core- notably the streetscape work on Vine Street south of Liberty Street. 3CDC is an experienced developer that has the capacity to do large scale projects and has a track record of high-quality results.

#### PROJECT DESCRIPTION

3CDC will be renovating Court Street's public ROW between Vine Street and Walnut Street and a small portion east of Walnut Street. This streetscape project will significantly increase the size of the sidewalk and decrease the width of the street, while still allowing for some on-street parking. The surface of Court Street will be paved and refurnished, and the extended sidewalks—the pedestrian plaza—will be renovated with pavers and furnished with planters.

Passage of this ordinance will allow the administration to execute the Public Infrastructure Funding Agreement, which would allocate \$4,000,000 to 3CDC to transform Court Street into a public plaza. The creation of this plaza is in line with the goals of Plan Cincinnati, specifically the Live initiative that calls for the creation of a more welcoming civic atmosphere. By creating this plaza, the city is fostering a more vibrant public life by providing increased public space for people to congregate.

#### RECOMMENDATION

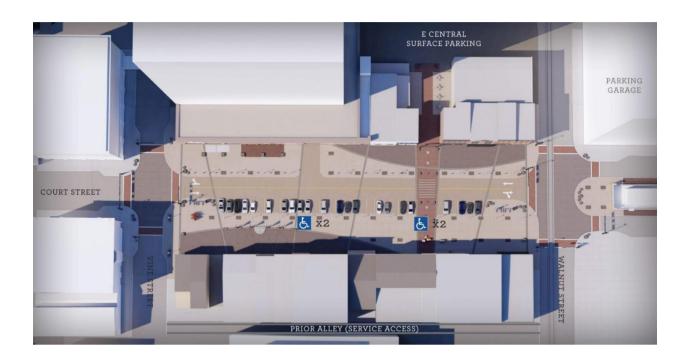
The Administration recommends approval of this Emergency Ordinance.

Attachment: A. Property location and photographs

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

# **Attachment A: Photographs of Proposed Streetscape**





### EMERGENCY

# City of Cincinnati An Ordinance No.

WPW BWL

- 2020

AUTHORIZING the City Manager to execute a Public Infrastructure Funding Agreement with OTR Holdings, Inc., an affiliate of Cincinnati Center City Development Corporation (3CDC), pursuant to which the City of Cincinnati will provide funding of up to \$4,000,000 for the design and construction of certain public infrastructure improvements along Court Street in the Central Business District of Cincinnati; ESTABLISHING new capital improvement program project account no. 980x164x211628, "Court Street Public Infrastructure - TIF" for the purpose of providing resources for the design and construction of public infrastructure improvements associated with the development along Court Street generally between Vine Street and Walnut Street in the Central Business District of Cincinnati; AUTHORIZING the transfer and appropriation of the sum of \$4,000,000 from the unappropriated surplus of Downtown/OTR East Equivalent Fund 483 (Downtown/OTR East TIF District) to newly-established capital improvement program project account no. 980x164x211628, "Court Street Public Infrastructure -TIF." for the purpose of providing resources for the design and construction of the certain public infrastructure improvements along Court Street, including an upgraded streetscape, a new public plaza area, and other public infrastructure improvements associated with the development; and further DECLARING expenditures from such project account to serve a public purpose.

WHEREAS, the City desires to undertake the design and construction of an upgraded streetscape, a new public plaza area, and other public infrastructure improvements along Court Street generally between Vine Street and Walnut Street (the "Public Infrastructure Improvements"), in order to create a safe and attractive pedestrian environment, support commercial activity on Court Street, and encourage continued commercial and residential development of the area; and

WHEREAS, OTR Holdings, Inc. ("Developer") is a subsidiary of Cincinnati Center City Development Corporation (3CDC), which is a non-profit entity engaged in redevelopment of the City's Central Business District and Over-The-Rhine neighborhoods and has redeveloped several streetscapes and other public places on behalf of the City; and

WHEREAS, the Developer seeks to encourage additional commercial and residential redevelopment in and around Court Street and therefore seeks to partner with the City on completion of the Public Infrastructure Improvements; and

WHEREAS, the Developer has engaged in significant fundraising to fund those portions of the Public Infrastructure Improvements that will not be funded by the City and has invested \$2,340,800 in acquiring and developing real property that is proximate to the project area for the purpose of creating a public surface parking lot to ensure that there is adequate, convenient, and affordable parking available to serve proximate businesses; and

WHEREAS, Developer further owns or controls several properties in the subject area and seeks to construct various private improvements on its properties and also on other privately-owned properties in the area, including updating electrical and communications infrastructure and closing or rehabilitating certain existing street encroachments (the "Private Improvements"); and

WHEREAS, Developer and the City have determined that coordinated construction of the Public Improvements and Private Improvements is in their mutual best interests because it will result in cost savings and other efficiencies; and

WHEREAS, Developer has agreed to enter into a management agreement with the City providing for management and programming of the redeveloped public plaza area following completion of construction, including funding certain expenses related to operation of such plaza; and

WHEREAS, this Council, by Ordinance No. 414-2002 passed on December 18, 2002, created the District 4-Downtown/OTR East TIF District Incentive District (the "TIF District") to, in part, fund the construction of public infrastructure improvements that benefit or serve parcels in that TIF District; and

WHEREAS, a portion of the project site is located within the boundaries of the TIF District; and

WHEREAS, Developer has committed to privately finance the construction of the Private Improvements and has agreed to in-part fund the costs of the Public Infrastructure Improvements that are in excess of the herein provided for City funding; and

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

WHEREAS, completing the Public Infrastructure Improvements will further the abovestated public purposes because the project will create a safe and attractive pedestrian environment; support commercial activity on Court Street; and encourage continued commercial and residential development of the area; and

WHEREAS, the City believes that the Public Infrastructure Improvements will benefit or serve parcels in the TIF District because the improvements will support increased economic activity in the TIF District and will encourage continued residential and commercial development in the TIF District; and

WHEREAS, the City believes that the project is in the vital and best interests of the City and health, safety, and welfare of its residents; and is in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements; 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 *Public Infrastructure Funding Agreement* with OTR Holdings, Inc. ("Developer"), in substantially the form attached to this ordinance as Attachment A (the "Funding Agreement"), pursuant to which the City of Cincinnati will provide up to \$4,000,000 for the design and construction of public infrastructure improvements along Court Street generally between Vine Street and Walnut Street in the Central Business District of Cincinnati (the "Public Infrastructure Improvements"), all as more particularly described in the Funding Agreement.

Section 2. That the Director of Finance is authorized to establish new capital improvement program project account no. 980x164x211628, "Court Street Public Infrastructure - TIF," for the purpose of providing resources for the design and construction of the Public Infrastructure Improvements.

Section 3. That the Director of Finance is hereby authorized to transfer and appropriate the sum of \$4,000,000 from the unappropriated surplus of Downtown/OTR East Equivalent Fund 483 to newly-established capital improvement program project account no. 980x164x211628, "Court Street Public Infrastructure - TIF," for the purpose of providing resources for the design and construction of the Public Infrastructure Improvements, including an upgraded streetscape, a new public plaza area, and other public infrastructure improvements along Court Street, as allowable by Ohio law.

Section 4. That Council hereby declares that the Public Infrastructure Improvements constitute a "Public Infrastructure Improvement" (as defined in Section 5709.40(A)(8) of the Ohio

Revised Code), that will benefit and/or serve the District 4-Downtown/OTR East TIF District Incentive District, subject to compliance with ORC Sections 5709.40 through 5709.43.

Section 5. That the Public Infrastructure Improvements are hereby declared to serve a public purpose, as providing funding for the Public Infrastructure Improvements will further the public purposes of creating a safe and attractive pedestrian environment; supporting commercial activity on Court Street; and encouraging continued commercial and residential development of the area.

Section 6. That the proper City officials are hereby authorized to do all things necessary and proper to carry out the provisions of this ordinance and the Funding Agreement, including, without limitation, executing any and all associated agreements, amendments, and other documents, including the *Professional Services Management Agreement* attached to the Funding Agreement.

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 make the funds available to Developer to facilitate commencement of construction of the Public Infrastructure Improvements as soon as possible, for the benefit of the City.

Passed:		, 2020	
			John Cranley, Mayor
Attest:	Clerk		

# ATTACHMENT A

CONTRACT NO:	
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# **PUBLIC INFRASTRUCTURE FUNDING AGREEMENT**

between the

### **CITY OF CINCINNATI**

and

**OTR HOLDINGS, INC.,** an Ohio non-profit corporation

Project: Court Street Streetscape Redevelopment

Dated as of \_\_\_\_\_, 2020

#### PUBLIC INFRASTRUCTURE FUNDING AGREEMENT

This PUBLIC INFRASTRUCTURE FUNDING 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 is 801 Plum Street, Cincinnati, OH 45202 (the "City"), and OTR HOLDINGS, INC., an Ohio non-profit corporation, the address of which is 1203 Walnut Street, 4th Floor, Cincinnati, OH 45202 ("Developer").

#### Recitals:

- A. In the northern portion of the City's central business district, in an area more particularly depicted in the attached <u>Exhibit A</u> (*Site Plan*) (the "**Area**"), the City seeks to construct certain public streetscape improvements, including creation of a new public plaza (collectively, the "**Public Infrastructure Improvements**"), as further described in the attached <u>Exhibit B</u> (*Public Infrastructure Improvements*).
- B. Developer owns or controls several properties in the Area and intends on conducting certain private improvements on such properties and, with consent and approval of the owners, on several other properties in the Area, as further described in the attached <a href="Exhibit C">Exhibit C</a> (*Private Improvements*) (the "**Private Improvements**). Developer has conducted certain fundraising and intends to contribute significant funding for completion of the Public Infrastructure Improvements. Finally, Developer has invested \$2,340,800 in acquiring and developing real property that is proximate to the Area for the purpose of creating a public surface parking lot to ensure that there is adequate, convenient, and affordable parking available to serve the businesses in the Area.
- C. The parties have determined that coordinated bidding and construction of the Public Infrastructure Improvements and the Private Improvements are in all parties' best interests, providing both cost and other efficiencies. The completion of the Public Infrastructure Improvements and the Private Improvements (as defined below) are referred to herein as the "**Project**."
- D. The parties have determined that Developer will, in accordance with the terms herein, bid out and contract for construction of the Project with a single construction manager (the "General Contractor"), who will in turn contract with necessary subcontractors for completion of the Project.
- E. In order to generate increased economic activity and provide community programming and events, Developer also seeks to provide certain management services to the City for the plaza and streetscape that will be developed as part of the Project. Therefore, the parties seek to enter into a Professional Services Management Agreement substantially in the form attached as <a href="Exhibit D">Exhibit D</a> (Professional Services Management Agreement) (the "Management Agreement").
- F. The City, upon the recommendation of the City's Department of Community and Economic Development ("DCED"), has agreed to pay for a portion of the Public Infrastructure Improvements using funds from the Central Business District-OTR East Tax Increment Financing District (the "TIF District"), which will be provided to Developer, as further described herein, for project work completed and in an amount up to but not to exceed \$4,000,000 (the "Funds").
- G. The Developer will fully fund the Private Improvements with private funding and will pay for all remaining expenses of the Project (including the Public Infrastructure Improvements) not covered by the Funds; a preliminary sources and uses budget for the Public Infrastructure Improvements and the Private Improvements is attached as Exhibit E (*Project Budget*).
- H. Pursuant to this Agreement, the City is engaging Developer to manage, oversee, and contract for the Project, and the parties acknowledge that such services are considered "professional"

{00317464-6}

services" (as defined in Cincinnati Municipal Code 321-1-P) and require exercise by Developer of discretion and independent judgment to perform such services and an advanced specialized expertise acquired by Developer and its affiliates through completion of other similar streetscape and public space redevelopments throughout the City.

l.	The City	believes that	the Project is	in the vital	l and best into	erests of the	e City and t	he health,
safety, and	welfare of	its residents;	is in accorda	nce with th	e provisions	of applicable	le federal,	state, and
local laws	and require	ements; is ir	n accordance	with the	public purpo	ose of upg	rading stre	etscapes,
pedestrian	infrastructu	re in the Are	ea; and finds	that the F	Public Infrast	ructure Imp	provements	will both
benefit and	serve the	TIF District,	as the City be	elieves tha	t the Public	Infrastructur	e Improve	ments will
create bene	eficial econo	mic impacts	for the TIF Dis	trict and w	ill provide job	opportuniti	es to its res	sidents.
		•			•	• •		

	J.	The Fun	ds were ap	propriate	ed by Ord	inance	e No. [	], pa	assed by (	City	Cour	ncil on
[		_], which	authorized	the ex	ecution of	f this	Agreement	and th	ne funding	of	the	<b>Public</b>
Infrasti	ructure	Improven	nents using	funds fro	om the TIF	Distri	ict. City Plan	ning Co	mmission	appro	oved	of the
Project	t at its	meeting of	n July 17, 20	020.								

#### NOW, THEREFORE, the parties agree as follows:

- 1. <u>Due Diligence Materials</u>. Following the Effective Date, Developer shall prepare and deliver, if not previously delivered, the following items (the "**Due Diligence Materials**") to the City for its review and approval:
  - (i) <u>Project Schedule</u>: the proposed construction schedule for completion of the Project;
  - (ii) <u>Community Engagement</u>: information regarding community engagement activities conducted by Developer regarding the Public Infrastructure Improvements and Funds:
  - (iii) <u>Private Improvements</u>: available information regarding the intended timing, costs, and scope of the Private Improvements and documentation of approval of impacted property owners; and
  - (iv) Other Information: such other information and documents pertaining to Developer or the Project as the City may reasonably request.

#### 2. <u>Design Phase</u>.

- (A) <u>Preliminary Plans</u>. As soon as available, if not already delivered, the parties shall deliver the following preliminary plans for each of the Private Improvements and the Public Infrastructure Improvements:
  - (i) <u>Public Infrastructure Improvements</u>: The Developer shall coordinate with a citizen-led task force, the City's Department of Transportation and Engineering ("DOTE"), and other various relevant City Departments (including Greater Cincinnati Water Works, Stormwater Management Utility, and the Metropolitan Sewer District) to develop preliminary plans and specifications for the Public Infrastructure Improvements, and the Developer shall submit such plans and specifications to City for review and approval; and
  - (ii) <u>Private Improvements</u>: The Developer shall develop preliminary plans and specifications for the Private Improvements and deliver such plans and specifications to the City for review and approval.
  - (B) Final Plans.

{00317464-6}

- (i) <u>Plan Revisions</u>. Following delivery of the preliminary plans in accordance with Section 2(A), Developer and the City shall work collaboratively to revise the preliminary plans to incorporate all parties' comments and otherwise combine the preliminary plans into a set of comprehensive construction drawings and specifications.
- (ii) <u>Final Plans</u>. Following revision of the preliminary plans, Developer shall proceed with preparing final drawings, plans, and specifications for the Project and upon completion shall submit copies to the City for the City's final review and approval. The parties agree to work diligently and cooperatively with each other in order that the drawings, plans, and specifications can be finalized and approved by the City as expeditiously as possible. The drawings, plans, and specifications (including any and all changes thereto reflected on properly executed Change Orders (as defined below)) for each category of improvements, as approved by the City are referred to herein as the "Final Plans."
- (C) <u>Project Change Orders</u>. Once approved by the City, Developer shall not make any changes to the Public Infrastructure Improvements set forth in the Final Plans without the consent of the City. Any material changes to the Final Plans shall be evidenced by a written change order signed by Developer and DCED (each a "Change Order"). The City shall review and either approve or deny each proposed Change Order as expeditiously as possible and such approval shall not to be unreasonably withheld, conditioned, or delayed. The City may deny Change Orders to the Public Infrastructure Improvements in its reasonable discretion. The City shall not require any material changes to the Final Plans without Developer's consent, which shall not be unreasonably withheld, conditioned, or delayed. Developer shall promptly execute Change Orders to reflect approved changes. Funding of Change Orders shall be handled as set forth in Section 5 below.
- Bidding Phase. Developer shall work cooperatively with the City in soliciting, reviewing, and selecting the bids for the construction of the Project. All bids shall be solicited in accordance with the City's competitive bidding requirements, as further described in Exhibit G (Additional Requirements). If there is a public bid opening. Developer shall permit City representatives to be present at the opening of the bids. Developer shall not solicit bids from any contractors or subcontractors who are listed as debarred by the federal or state government or on the City's Vendor's Performance list. In reviewing and considering bids, Developer shall bear in mind that all contractors and subcontractors performing any work in connection with the Public Infrastructure Improvements shall be subject to the City's approval in its sole discretion. Developer and the City shall work cooperatively to select the winning bids. The City shall use reasonable efforts to notify Developer, within ten (10) business days after the opening of the bids, of the City's approval or disapproval of the bids, as the case may be. If the City does not approve of the bids, Developer shall work cooperatively with the City to resolve the City's objections, including for example revising the Final Plans and re-bidding all or part of the Project. The City shall, in its sole discretion, have final approval of all bids for the Public Infrastructure Improvements. The final bids, as approved by the parties, and as the same be adjusted from time to time by Change Orders, are hereinafter referred to as the "Final Bids."

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

#### 4. Budget; Construction; Inspections.

(A) <u>Budget</u>. Prior to commencement of construction of the Project, Developer shall present to the City a final itemized budget for the Project, with independent itemized sections detailing expenditures

for the Private Improvements and the Public Infrastructure Improvements (as the same may be amended from time to time and approved by the City, the "**Budget**"), generally consistent with the preliminary sources and uses budget attached hereto as <u>Exhibit E</u>.

(B) <u>Construction Contracts</u>. Upon the City's receipt and approval of the Due Diligence Materials for the Project and the parties' approval of the Final Plans, Budget, and Final Bids, and once the parties are otherwise ready to move forward with construction of the Project, the Developer shall enter into a guaranteed maximum price or stipulated sum construction contract, in such form as approved by the City, with the General Contractor in an amount not to exceed \$6,500,000 for the Public Infrastructure Improvements. The cost of the Private Improvements, as incorporated into the Final Bids, shall be approved by Developer, in its sole discretion. Developer shall be responsible for reviewing and approving all construction contracts and, upon the City's request, provide a copy of the construction contracts to the City. Developer shall require in all contracts that it enters into relating to the Project, including the construction contract with the General Contractor, compliance with the terms of this Agreement and that all subcontracts incorporate and comply with the terms of this Agreement.

#### (C) Reserved.

- (D) <u>Construction Commencement and Completion</u>. Following execution of the construction contracts described in Section 4(B), Developer shall commence construction of the Project. Developer shall cause the Project to be completed in accordance with the approved Final Plans, in accordance with the City-approved construction schedule, and in a good and workmanlike manner. Developer shall provide all supervision, technical personnel, labor, materials, and services necessary to complete the Project.
- (E) <u>Verification of Construction Costs</u>. During construction of the Project and upon completion thereof, Developer shall provide the City with verification of actual construction costs for the Project, including individual and actual construction costs for the Public Infrastructure Improvements and the Private Improvements and such other pertinent information pertaining to the construction of the Project or performance by Developer of its obligations under this Agreement as the City may reasonably request. Developer shall not be responsible for verifying to the City the quantities of materials utilized in the Public Infrastructure Improvements; the City shall assume the responsibility for oversight, inspection, and verification as to the quantity of materials installed and utilized in the Public Infrastructure Improvements. Developer and the City agree to work collaboratively to ensure that the General Contractor and subcontractors provide adequate information to the City in order to assist in tracking of quantities installed and utilized in the Public Infrastructure Improvements.
- (F) <u>Inspection of Work</u>. During construction of the Project, the City, its employees, and its agents shall have the right at all reasonable times to inspect the progress of construction to determine whether Developer is complying with its obligations hereunder. If the City determines that work on the Project is not in accordance with the Final Plans or other requirements of this Agreement, is not in compliance with all applicable laws, or is not performed in a good and workmanlike manner, then the City shall notify Developer who shall have 30 days to cure such error or if it cannot be cured within 30 days Developer shall initiate and diligently pursue such cure. If Developer fails to cure or initiate and diligently pursue such cure within 30 days, the City shall have the right, in its reasonable judgment, to stop such work and order its replacement at Developer's expense (not to be paid for using the Funds), whether or not such work has been incorporated into the Public Infrastructure Improvements by giving notice of such nonconforming work to Developer.
- (G) <u>Mechanics' Liens</u>. Developer shall settle, have released, or obtain a bond related to any mechanics' or other similar liens filed on any City or third-party owned real property related to the Project within 45 days of the filing of any such lien.
- (H) <u>Project Information; As-Built Plans</u>. During construction, Developer shall provide the City with such additional pertinent information pertaining to the Project as the City may reasonably request.

Following completion of construction, the Developer shall provide the City with a set of as-built plans and shall provide the City such other information pertaining to the Project as the City may reasonably request.

#### 5. Public Infrastructure Improvements.

- (A) <u>Funding Terms</u>. Subject to the terms and conditions of this Agreement, the City agrees to make available up to the full amount of the Funds to pay for the Public Infrastructure Improvements. Developer shall be permitted to use the Funds only to pay for hard construction costs and related soft costs of the Public Infrastructure Improvements as itemized in the Budget and for no other purpose. For purposes of clarity, Developer shall not use any portion of the Funds to pay for the purchase of inventory, supplies, furniture, trade fixtures, or any other items of personal property; to establish a working capital fund; or to pay for costs or expenses of the Private Improvements.
- (B) Funding of Change Orders and Cost Overruns to Public Infrastructure Improvements. The parties anticipate that the Funds will only cover a portion of the cost of the Public Infrastructure Improvements. Under no circumstances shall the City be required to provide funds in excess of the Funds for completion of the Project, and the Developer agrees to provide any additional funding required to complete the Project in excess of the Funds. To the extent available, the Funds may be used for Change Orders approved by the City.

#### (C) Reserved.

- (D) <u>Granite Curbs</u>. At no expense to Developer and subject to availability within existing City inventory, DOTE will provide granite street curbs for installation by Developer or General Contractor as part of the Public Infrastructure Improvements; provided however, that the City-provided granite curbs shall only be used as exposed curbs. The Developer shall be responsible for all costs and expenses of transportation from City-storage to the Project site and installation of such curbs.
- (E) <u>Street Signage</u>. Subject to the City having adequate capacity, the City will provide Developer or General Contractor with all necessary street signage, either new or previously utilized, required to be installed as part of the Public Infrastructure Improvements. Poles and foundational items for the street signage shall not be provided by the City under this section. Notwithstanding the foregoing, in the event that the City determines that it does not have the capacity and ability to produce the necessary signage, then the Developer shall be responsible for direct procurement of necessary street signage and related poles and foundational items as necessary to complete the Project in accordance with the Final Plans and this Agreement.
- (F) <u>Street Trees</u>. Following completion of the Project but subject to funding availability, the City will provide and plant street trees within the newly installed street wells, at no expense to Developer.
- (G) <u>Parking Meters and/or Kiosks</u>. Following completion of the Project but subject to funding availability, the City will provide and install parking meters and/or parking meter kiosks, at no expense to Developer.
- (H) <u>Street Planters</u>. Following completion of the Project, Developer will provide street planters for the Area. Developer shall seek all necessary City approvals and any revocable street privileges necessary for any such installation.

#### 6. Private Improvements.

(A) <u>Costs and Funding of Private Improvements</u>. Developer shall pay for all costs of the Private Improvements using private funds. No Funds shall be utilized on the Private Improvements, and the Developer shall put in place appropriate controls in order to independently track the funding and costs of the Private Improvements and the Public Infrastructure Improvements.

- (B) <u>Timing</u>. Developer shall use its best efforts to coordinate the construction of the Public Infrastructure Improvements and the Private Improvements so as to avoid damage or destruction to the Public Infrastructure Improvements during the course of subsequent construction activities.
- (C) <u>Owner Approval</u>. For all Private Improvements that will occur on properties not owned or controlled by Developer or its affiliates, Developer shall acquire a signed written consent and approval of such property owners to conduct the portions of the Private Improvements that will impact such owner's property. Developer shall provide a copy of such signed written consent and approval to the City upon its request.
- 7. <u>Disbursement of Funds</u>. The City shall disburse the Funds to Developer in accordance with Exhibit F (Disbursement of Funds) hereto. At all times during construction of the Project and following completion of the Project, the City shall be deemed to be the owner of the Public Infrastructure Improvements. Notwithstanding anything in this Agreement to the contrary, under no circumstances shall the City be obligated to make disbursements of Funds (i) if any portion of the Public Infrastructure Improvements does not meet the requirements of the City; (ii) except to reimburse Developer for actual costs of constructing the Public Infrastructure Improvements incurred in accordance with the terms herein; or (iii) in excess of the Funds. As described in Section B of Exhibit F, the City agrees to disburse up to \$200,000 in Funds for hard construction costs incurred prior to the Effective Date, as such work will assist in maintaining pedestrian access on Court Street throughout the course of the Project.
- 8. <u>Professional Services Management Agreement.</u> Simultaneous with the execution of this Agreement, the parties agree to execute or have executed the Management Agreement. Pursuant to such Management Agreement, Developer or Developer's affiliates approved by the City will take on certain management and programming services for the City on the Court Street Plaza and will be responsible for undertaking any needed capital repairs needed during the term of the Management Agreement in order to keep the Public Infrastructure Improvements in good condition and repair. Upon execution of the Management Agreement, it is the intent of the City to terminate a certain *Maintenance Agreement for Court Street* executed between the City and The Kroger Company and dated November 15, 1988, which covers maintenance of the Area.

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

- (A) Applicable Laws. Developer shall obtain, pay for, and maintain all necessary permits (including without limitation DOTE right-of-way permits), licenses, and other governmental approvals and shall comply with all applicable federal, state, and local laws, codes, ordinances, judicial orders, and other governmental requirements applicable to the construction of the Project, including without limitation those set forth on Exhibit G (Additional Requirements). The City makes no representations or other assurances to Developer that Developer will be able to obtain whatever variances, permits, or other approvals from the City's Department of Buildings and Inspections, DOTE, City Planning Commission, City Council, or any other governmental agency that may be required in connection with the Project.
- (B) <u>Applicability of City Programs and Policies</u>. Notwithstanding anything to the contrary in this Agreement and regardless of applicability under existing law and regulation, the Developer shall comply and shall cause the General Contractor and other contractors to comply with the requirements, as further described in Exhibit G, of the following City programs and policies:
  - (i) The requirements of the Construction Workforce Goals, as defined in Section A of Exhibit G, relating to contracting with minority-owned businesses and women-owned businesses;
  - (ii) As stated above, all bids for the Project shall be solicited in accordance with the City's competitive bidding requirements, and Developer shall comply with the meet and confer meeting requirements, all as more particularly described in Section B of Exhibit G;
  - (iii) the Business Enterprise program, as further described in Section F of Exhibit G; and
  - (iv) Equal Employment Opportunity program, as further described in Section G of Exhibit

G.

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

- (C) <u>Prevailing Wage</u>. Developer shall comply and cause the General Contractor and other contractors to comply with the requirements of the State of Ohio's Prevailing Wage Law, set forth in Ohio Revised Code 4115.03 to 4115.16. To the extent that Developer's contractors are unable to segregate work on the Private Improvements from the Public Infrastructure Improvements, then Developer shall pay the applicable prevailing wage rates on the Private Improvements as if it were a part of the Public Infrastructure Improvements.
- (D) <u>Fees</u>. Developer shall be responsible for payments of all standard fees associated with the Private Improvements.
- (E) <u>Developer Administrative Fee</u>. The City shall have no obligation to pay to Developer additional compensation for the work and services provided under this Agreement, except the disbursement of Funds in accordance with the terms herein and a reasonable administrative fee of \$200,000 dollars, which represents a 3.5% development fee for the anticipated hard costs of the Public Infrastructure Improvements, for Developer oversight and management of the Public Infrastructure Improvements. Such administrative fee shall be set forth in the final Budget as part of the Public Infrastructure Improvements and approved by the City and shall be payable following completion of the Public Infrastructure Improvements.
- (F) <u>Barricade</u>, <u>Street Opening</u>, <u>Meter Closing</u>, <u>and Permit Inspection Fees Payable to DOTE</u>. Notwithstanding anything to the contrary herein, Developer acknowledges that it will be required to obtain barricade, street opening, and/or meter permits when the Project necessitates closing meters and/or opening/closing the adjoining streets or portions thereof. In consideration of the economic and community benefits afforded the City by the Project, the City agrees to waive the portion of such fees for barricade, street opening, meter closing, but not the portion of the fee allocable to DOTE's direct costs for cost of permit issuance and inspections associated with such issued permits.

#### 10. Insurance; Indemnity.

- (A) <u>Insurance during Construction</u>. Until such time as all construction work associated with the Project has been completed, Developer shall maintain, or cause to be maintained, the following insurance:
  - (i) Developer shall maintain (i) Commercial General Liability insurance of at least \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming the City as an additional insured, (ii) worker's compensation insurance in such amount as required by law, (iii) all insurance (including the amount of coverage) as may be required by any and all lenders for the Project, and (iv) such other insurance as may be reasonably required by the City;
  - (ii) Developer shall cause the General Contractor, all other prime contractors, and all subcontractors to maintain (i) Commercial General Liability insurance of at least \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming the City and Developer as an additional insured, (ii) unless otherwise waived by the City, proper endorsements to all Commercial General Liability insurance policies required hereunder to ensure that such policies cover defective construction or workmanship by the policy holder and its subcontractors, (iii) builder's risk insurance in the amount

of one-hundred percent (100%) of the value of the improvements constructed under the contract with such policy holder, (iv) worker's compensation insurance in such amount as required by law, (v) all insurance (including the amount of coverage) as may be required by any and all lenders for the Project, and (vi) such other insurance as may be reasonably required by the City; and

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

All insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be cancelled or modified without at least thirty (30) days prior written notice to the City. Within ten days following execution of this Agreement or following execution of the construction contract, as applicable, Developer shall send proof of all such insurance to DCED at 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, Attention: Monitoring and Compliance Division, or such other address as may be specified by the City from time to time.

- (B) <u>Waiver of Subrogation in Favor of City</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 itself against such loss or damage by maintaining adequate insurance. Developer shall cause its property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.
- (C) <u>General 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 (collectively, "**Claims**") suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of Developer, its agents, employees, contractors, subcontractors, licensees, invitees, or anyone else acting at the request of Developer in connection with the Project. Developer's indemnification obligations under this paragraph shall survive the termination or expiration of this Agreement with respect to Claims arising prior thereto.
- 11. <u>Casualty; Eminent Domain.</u> If any improvements constructed as part of the Project are damaged or destroyed by fire or other casualty during construction, or if any portion of the improvements constructed as part of the Project are taken by exercise of eminent domain (federal, state, or local), , except in the case of an exercise by the City, Developer shall cause such improvements to be repaired and restored, as expeditiously as possible, and to the extent practicable, to substantially the same condition that existed immediately prior to such occurrence. If available insurance proceeds or other funds received related to a taking are insufficient to fully repair and restore the affected improvements, the City shall not be required to make up the deficiency. Developer shall handle all reconstruction in accordance with the applicable requirements set forth herein, including without limitation obtaining the City's approval of the plans and specifications for the construction of the Project if they deviate from the Final Plans as initially approved by the City hereunder. Developer shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the affected improvements are being repaired or restored.

#### 12. <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 to correct such failure within thirty (30) days after their receipt of written notice thereof from the City; or
  - (ii) The dissolution of Developer or the filing of any bankruptcy or insolvency proceedings by or against Developer, the making by Developer of an assignment for the benefit of creditors, the appointment of a receiver (temporary or permanent) for Developer, or the attachment of, levy upon, or seizure by legal process of any property of Developer.
- (B) Remedies. Upon the occurrence of an event of default under this Agreement, the City shall be entitled to (i) terminate this Agreement by giving Developer written notice thereof and, without limitation of its other rights and remedies, and with or without terminating this Agreement, demand that Developer repay to the City all previously disbursed Funds, (ii) take such actions in the way of "self-help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of Developer, and (iii) exercise any and all other rights and remedies available at law or in equity. Developer shall be liable for all costs and damages, including without limitation attorneys' fees, suffered or incurred by the City in connection with administration, enforcement, or termination of this Agreement or as a result of a default of Developer under this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy shall not constitute a waiver of the breach of such covenant or of such remedy. The foregoing shall be in addition to any and all rights and remedies provided for under any other documents executed by Developer in favor of the City in connection with the Project.
- 13. <u>Notices</u>. All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by Federal Express, UPS, or other recognized overnight courier, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

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

To Developer:
Cincinnati Center City Development
Corporation
1203 Walnut Street, 4th Floor
Cincinnati, OH 45202

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

- **14.** Representations, Warranties, and Covenants. Developer makes the following representations, warranties and covenants to induce the City to enter into this Agreement:
  - (i) Developer is duly organized and validly existing under the laws of the State of Ohio, has properly filed all certificates and reports required to be filed by it under the laws of the State of Ohio and is not in violation of any laws of the State of Ohio relevant to the transactions contemplated by this Agreement.
  - (ii) Developer has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for therein. This Agreement has by proper action been duly authorized, executed, and delivered by Developer, and all actions necessary have been taken to so that this Agreement, when executed and delivered,

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shall contain valid and binding obligations of Developer.

- (iii) The execution, delivery, and performance by Developer of this Agreement and the consummation of the transactions contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or (if applicable) the organizational documents of Developer, or any mortgage, indenture, contract, agreement, or other undertaking to which Developer is a party or which purports to be binding upon Developer or upon any of its assets, nor is Developer in violation or default of any of the foregoing.
- (iv) There are no actions, suits, proceedings, or governmental investigations pending, or to the knowledge of Developer, threatened against or affecting Developer, at law or in equity or before or by any governmental authority.
- (v) Developer shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute, or governmental proceeding or investigation affecting Developer that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition.
- (vi) The statements made in the documentation provided by Developer to the City that are descriptive of Developer or the Project have been reviewed by Developer and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading.
- (vii) Neither Developer (nor its affiliates) owes any outstanding fines, penalties, judgments, water, or other utility charges or other amounts to the City.

#### 15. 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, administrative, operational, and other reports, records, statements, and information as may be requested by the City pertaining to Developer, the Project, the Public Infrastructure Improvements, the Private Improvements, or this Agreement, including without limitation audited financial statements, bank statements, income tax returns, and such reports and information as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (collectively, "Records and Reports"). All Records and Reports compiled by Developer and furnished to the City shall be in such form as the City may from time to time require. Developer shall retain all Records and Reports for a period of three (3) years after the expiration or termination of this Agreement.
- (B) <u>City's Right to Inspect and Audit</u>. During construction of the Project and for a period of three years thereafter, Developer shall permit the City, its employees, agents, and auditors to have reasonable access to and to inspect and audit Developer's Records and Reports. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Developer to the City, Developer shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

#### 16. **General Provisions**.

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

#### withheld.

- (B) Entire Agreement; Conflicting Provisions. This Agreement (including the exhibits hereto) and the other agreements referred to herein contain the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof. In the event that any of the provisions of this Agreement purporting to describe specific provisions of other agreements are in conflict with the specific provisions of such other agreements, the provisions of such other agreements shall control. In the event that any of the provisions of this Agreement are in conflict or are inconsistent, the provision determined by the City to provide the greatest legal and practical safeguards with respect to the use of the Funds and the City's interests in connection with this Agreement shall control.
- (C) <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 permitted 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 Recording. This Agreement shall not be recorded in the Hamilton County Recorder's office.
- (I) <u>Time</u>. Time is of the essence with respect to Developer's performance of its obligations under this Agreement.
- (J) Recognition of City Assistance. Developer shall acknowledge the financial support of the City with respect to the Project in all printed promotional materials (including but not limited to informational releases, pamphlets and brochures, construction signs, project and identification signage, and stationary) and any publicity (such as but not limited to materials appearing on the Internet, television, cable television, radio, or in the press or any other printed media) relating to the Project. In identifying the City as a funding source for the Public Infrastructure Improvements, Developer shall use either the phrase "Funded by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.
- (K) <u>No Third-Party Beneficiaries</u>. The parties hereby agree that no third-party beneficiary rights are intended to be created by this Agreement.
- (L) <u>No Brokers</u>. The parties represent that they have not dealt with a real estate broker, salesperson, or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Agreement.

- (M) Official Capacity. All representations, warranties, covenants, agreements, and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements, or obligations shall be deemed to be a representation, warranty, covenant, agreement, or obligation of any present or future officer, agent, employee, or attorney of the City in other than his or her official capacity.
- (N) <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.
- (O) <u>Contingency for Legislative Authorization from City Council</u>. Notwithstanding anything to the contrary in this Agreement, the City shall not be in breach of this Agreement if for any reason City Council does not pass any and all additional ordinances as may be necessary for the City to carry out the terms of this Agreement.
- (P) <u>Administrative Actions</u>. To the extent permitted by applicable laws, all actions taken or to be taken by the City under this Agreement may be taken by administrative action and shall not require legislative action of the City beyond the legislative action authorizing the execution of this Agreement and the funding hereunder.
- 17. Exhibits. The following exhibits are attached to this Agreement and made a part hereof:

Exhibit A - Site Plan

Exhibit B - Description of Private Improvements

Exhibit C – Description of Public Infrastructure Improvements

Exhibit D – Professional Services Management Agreement

Exhibit E - Project Budget

Exhibit F - Disbursement of Funds

Exhibit G - Additional Requirements

SIGNATURE PAGE FOLLOWS

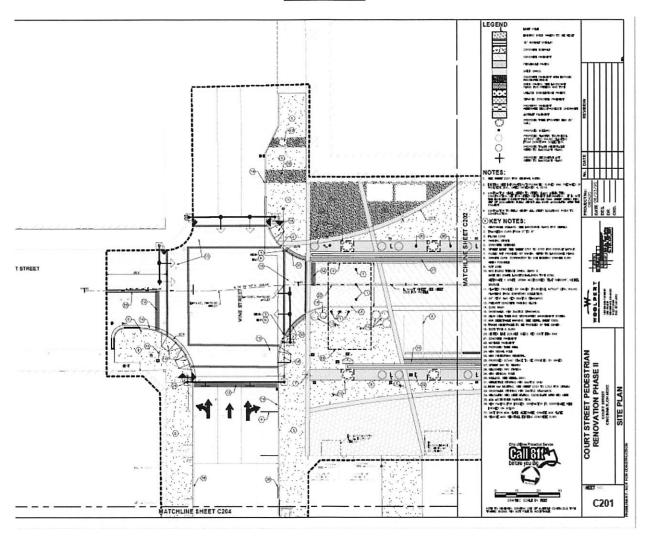
The parties have executed this Agreement on the dates indicated below, effective as of the later of such dates (the "Effective Date").

CITY OF CINCINNATI	OTR HOLDINGS, INC.
By: Paula Boggs Muething, Interim City Manager	Ву:
	Printed name:
Date:	Title:
RECOMMENDED BY:	Date:
John S. Brazina, Director Department of Transportation and Engineering	
RECOMMENDED BY:	
Markiea Carter, Interim Director Department of Community and Economic Development	
APPROVED BY:	
Jennifer Mackenzie, Interim Director Department of Economic Inclusion	
APPROVED BY CITY PURCHASING:	
Bobbi K. Hageman, Chief Procurement Officer	
APPROVED AS TO FORM BY:	
Assistant City Solicitor	
Certified Date:	
Fund/Code:	
Amount:	

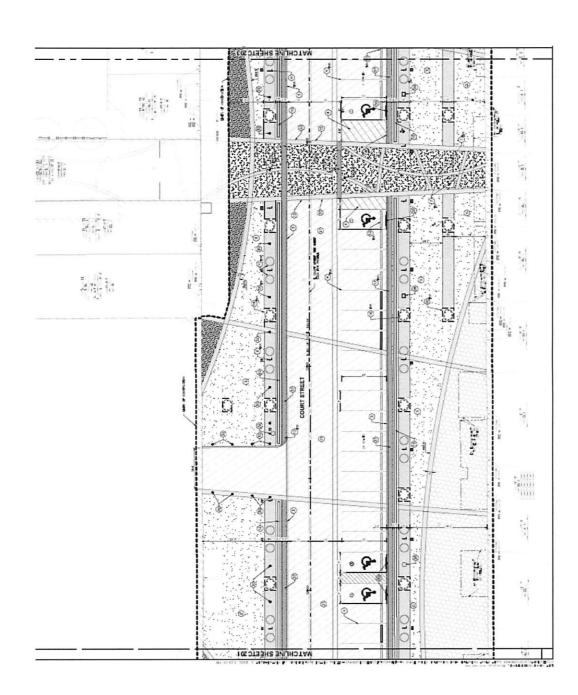
Karen Alder, Interim City Finance Director

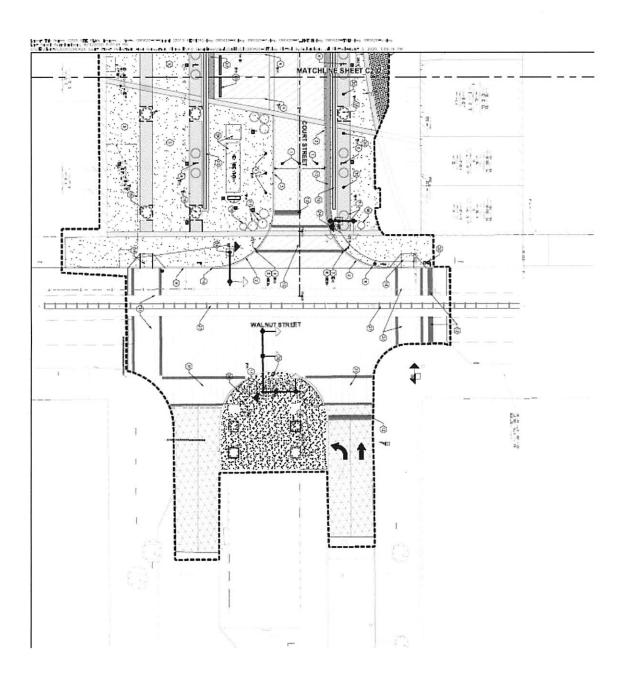
# <u>EXHIBIT A</u> to Public Infrastructure Funding Agreement

# SITE PLAN



A-2





#### **EXHIBIT B**

#### to Public Infrastructure Funding Agreement

#### **DESCRIPTION OF PRIVATE IMPROVEMENTS**

The following descriptions is preliminary description for informational purposes; such designs describing the Private Improvements set forth in the Final Plans shall control.

The Private Improvements will include the following:

- Private Encroachments The Developer will conduct work related to filling and sealing or rehabilitating to current building code standards all existing private encroachments onto the Court Street public right-of-way in the Project area, including all sidewalk vaults, former coal chutes, etc. Developer will conduct such work on properties owned or controlled by Developer and its affiliates and, with written approval and consent from such owners, on properties owned or controlled by third parties.
- Electric Infrastructure The Developer will replace subsurface electrical conduit as necessary to ensure continued provision of electrical service to applicable properties and allow for future upgrades to electrical infrastructure that will support redevelopment of properties.
- Communications Infrastructure Contingent upon resolution of outstanding issues with the utility provider, the Developer may install or upgrade communications infrastructure for applicable properties.

#### **EXHIBIT C**

#### to Public Infrastructure Funding Agreement

#### DESCRIPTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS

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

#### **Public Infrastructure Description:**

The Public Infrastructure Improvements will include the following:

- Roadway The road surface of Court Street will be paved and furnished with pavement markings, incorporated into the plaza area described herein, and will provide for approximately 28 metered parking spaces.
- Plaza A pedestrian plaza made of a concrete walk or pavers, or mix of the two, shall be built between the properties boarding the Court Street right-of-way on the North and South, including open space for pedestrian traffic adjacent to such bordering properties.
- Curbs Granite curbs will be exposed at the Vine Street and Walnut Street ends of the project. Concrete curb, flush with adjacent surfaces, may be installed between the intersections.
- Brick Pavers Brick pavers may be installed in the plaza area.
- Street Lighting Installation of new street light poles (approx. 40' in height), electrical infrastructure, and lights.
- Pedestrian Lighting Installation of new pedestrian level light poles (approx. 15' in height), electrical infrastructure, and lights.
- Trees Installation of new trees
- Tree Grates and Wells New street tree wells and tree grates will be installed.
- Parking Meters

   Poles and foundations to support parking meters and parking meter kiosks will be installed.
- Street Signage Installation of poles and foundations for street signage and installation or reinstallation of City-provided street signage for pedestrian and vehicular traffic.
- Wayfinding and Placemaking Signage Installation of poles and foundations for signage installations for directing and informing plaza users.
- Intersection Signals Modifications to existing signals for the intersections of Court Street and Vine Street, as well as Court Street and Walnut Street.
- Drainage Installation of new drainage structures and conduit connecting to existing sewer infrastructure.
- Electric Infrastructure Installation of new subsurface electric infrastructure, including pull boxes
  and connecting conduit for event use. \*\* Duke Energy may not allow Developer to install such
  public infrastructure from the right-of-way to the pull boxes, in which case, Developer have no
  liability to the City to complete such installation. The final scope of work shall be approved by the
  City.

# <u>EXHIBIT D</u> to Public Infrastructure Funding Agreement

Contract No:

## PROFESSIONAL SERVICES MANAGEMENT AGREEMENT

PROFESSIONAL SERVICES MANAGEMENT AGREEMENT
(Engagement of [] to manage Court Street Plaza)
THIS PROFESSIONAL SERVICES MANAGEMENT AGREEMENT ("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 is 801 Plum Street, Cincinnati, OH 45202 (the "City"), and [], an Ohio limited liability company, the address of which is 1203 Walnut Street, 4 <sup>th</sup> floor, Cincinnati, OH 45202 ("Manager"; being a wholly-owned subsidiary of Cincinnati Center City Development Corporation, an Ohio nonprofit corporation "3CDC").
RECITALS:
A. The City owns certain real property consisting of a public plaza and right-of-way in downtown Cincinnati on Court Street, as further described and depicted in the attached <a href="Exhibit A">Exhibit A</a> (Description and Depiction of Court Street Plaza) ("Court Street Plaza").
B. The City and OTR Holdings, Inc., a subsidiary of 3CDC, previously executed that certain <i>Public Infrastructure Funding Agreement</i> , dated October [] (the "Funding Agreement"), which provided for redevelopment of the Court Street streetscape and creation of the Court Street Plaza.
C. Court Street Plaza is intended to be a functional civic space that will generate economic activity and other benefits for the City and its citizens, and the City, through this Agreement, seeks to secure high quality management services for Court Street Plaza in order to ensure that the area is a safe and attractive space for use by citizens and visitors.
D. Manager acknowledges that its actions at all times during performance of this Agreement must conform with the level of responsibility and respect merited for the manager of a civic space, and the Manager must honor and protect the public's fundamental rights to such space.
E. Pursuant to this Agreement, the City is engaging Manager to manage and oversee certain operations of Court Street Plaza throughout the Term (as defined below) of this Agreement, and the parties acknowledge that the Services (as defined below) are considered "professional services" (as defined in Cincinnati Municipal Code ("CMC") 321-1-P) and require exercise by Manager of discretion and independent judgment to perform the Services and an advanced specialized expertise acquired by Manager and its affiliates through management of other similar civic spaces throughout the City, such as Fountain Square.
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:
1. MANAGER ACKNOWLEDGEMENT. Manager acknowledges that Court Street Plaza intended to be a functional civic space that will generate economic activity and other benefits for the City and its citizens. Manager's actions at all times must conform with the level of responsibility and respect merited for the manager of a civic space, and the Manager must honor and protect the public's fundamental rights to such space. The parties acknowledge that Court Street Plaza is a public forum that is open and available to all members of the public pursuant to the United States and Ohio constitutions. Notwithstanding anything

D-1

herein to the contrary, the Manager shall maintain Court Street Plaza as a public forum and shall comply with all direction provided by the City regarding necessary action to comply with requirements that attach to such public forums.

#### 2. TERM; RENEWAL OPTIONS; SCOPE.

- (a) <u>Term</u>. The term ("**Term**") of this Agreement shall commence on the Effective Date and, unless otherwise terminated in accordance with the terms herein, shall expire on the **December 31, 2026** (the "**Expiration Date**"), subject to extension in accordance with Section 2(b) below.
- (b) Renewal Options. Effective upon written mutual agreement of the City and Manager, the Term of this Agreement may be extended for two (2) consecutive renewal periods of five (5) years each. For clarity, in order for a renewal option to be effective both parties must mutually agree to such extension in writing for each individual renewal option. As used herein, the "Term" of this Agreement means the initial Term plus any applicable renewal periods, and the "Expiration Date" shall refer to the date at the end of the initial Term plus any applicable renewal periods.
- (c) Operation of Court Street Plaza Following Expiration of this Agreement. In the event that (i) the Expiration Date has occurred and (ii) the City has not identified another acceptable manager for Court Street Plaza and has determined to not manage Court Street Plaza itself, then the City may, in its complete and sole discretion and at any time either before the Expiration Date or after, provide written notice to Manager offering to extend the Term of this Agreement on a rolling month-to-month basis. Upon receipt of such written notice from the City, the Manager shall have fifteen (15) days to respond either accepting the City's offer for extension or denying the City's offer for extension. At any time during any such month-to-month extension of the Term, the City may provide at least 30 days' written notice to the Manager of termination, and the Term shall then end 30 days following the City provided such notice.
- (d) <u>Scope</u>. For the avoidance of doubt, and notwithstanding anything in this Agreement to the contrary, the following shall apply to the scope of the Manager's engagement hereunder:
  - (i) <u>Parking Facilities</u>. Nothing herein is intended as granting the Manager any interest, rights, duties, or responsibilities in relation to any and all City-owned parking facilities or assets (including public parking meters, kiosks, etc.) located in or around the Court Street Plaza, and the City shall at all times maintain complete discretion and control to operate and utilize any such parking facilities and assets in its absolute and sole discretion.
  - (ii) Properties Adjacent to the Court Street Plaza. The City has made a legislative declaration that the City-owned right-of-way that comprises a portion of the Court Street Plaza and that is intended for pedestrian use is considered a public plaza and not a "sidewalk" under CMC Sec. 721-1-S; therefore, property owners of the adjacent properties are not responsible for maintenance of this area pursuant to current applicable law. As such, the scope of this Agreement and Manager's obligations for the Services (as defined below) shall cover the full scope of the right-of-way property that comprises the Court Street Plaza, up to the property lines of adjacent properties.
  - (iii) Roadway. The roadway portion of the Court Street Plaza is intended as a festival street that will primarily function as a roadway for vehicular use; however, from time to time, as further described herein, Manager may request that the City close such roadway to vehicles for the purpose of hosting events on the Court Street Plaza. For clarity, the City shall at all times maintain complete discretion and control of the roadway and use of such roadway, and the Manager shall comply with City direction regarding use of such roadway.

#### 3. DUTIES.

- (a) <u>Duties</u>. Manager shall perform its obligations under this Agreement with a reasonable standard of care and diligence, using its efforts, skill, and judgment to further the interests of the City and its citizens. Manager shall provide the City with the following management and oversight services for the Court Street Plaza (collectively, the "Services"):
  - (i) <u>Promotion and Marketing</u>: Manager shall engage in promotion and marketing of Court Street Plaza with an aim to increase public utility and enjoyment of Court Street Plaza and increased economic activity for the surrounding businesses.
  - (ii) <u>Programming and Activation</u>: Manager shall provide and manage regular programming and activities on Court Street Plaza, such as concerts and other events, that are open to the public and create a fun, safe, and active public space. Manager's duties shall include provision of tables and chairs for outdoor dining throughout the Court Street Plaza.
  - (iii) Event Coordination, Permitting, and Oversight: Manager shall oversee and manage the coordination and permitting of third-party events, vendors, and all other activities requiring permits on Court Street Plaza, all in accordance with applicable law and regulation and rules and regulations promulgated from time to time by the City Manager. The City shall provide any rules and regulations promulgated by the City Manager to Manager. The parties agree to work in collaboration to develop mutually agreeable protocols for (i) Manager-organized events on Court Street Plaza; (ii) City-organized events on Court Street Plaza; (iii) for intake, review, and issuance of permits by Manager to third-parties to host events on Court Street Plaza; (iv) for closure of the roadway portions of Court Street Plaza; (v) for closure of parking spaces as needed to host events on Court Street Plaza; (vi) fees for hosting events on Court Street Plaza; and (vii) vendors use of Court Street Plaza. Such protocols, once developed, shall be incorporated into this Agreement through a mutually executed amendment.

Manager shall manage intake, review, and approval of all third-party permits. Notwithstanding anything herein to the contrary, prior to issuing any denial or revocation of a permit for use of Court Street Plaza, Manager shall (i) inform the City Manager's Office and the City Solicitor's Office of such proposed denial or revocation and (ii) follow any direction provided by the City Manager's Office or the City Solicitor's Office regarding such permit.

- (iv) Security: Manager shall work with the City and other applicable parties (including adjacent property owners and event permittees) to develop reasonable and appropriate protocols and requirements for the provision of security personnel for Court Street Plaza (including for events), such protocols and requirements to ultimately be determined by Manager in its reasonable but sole discretion, and update such protocols and requirements from time to time, as necessary. Manager shall oversee implementation of and compliance with such security protocols and requirements. Notwithstanding the foregoing, permit holders shall be responsible for providing the security required by taking out such permit.
- (v) <u>Landscaping</u>: Manager shall provide landscaping services to keep all landscaping on Court Street Plaza in good, presentable condition, including care and maintenance of any planters installed as part of the Project.
- (vi) <u>Maintenance, Care, and Cleaning</u>: Manager shall provide for day-to-day maintenance, care, and cleaning of Court Street Plaza, including but not limited to the following services: (i) litter, trash, and debris removal; (ii) light bulb replacement; (iii) granite and

other surface cleaning; (iv) leaf, snow, and ice removal (provided however, the City shall still be responsible for plowing snow from the roadway); (v) vector control; (vi) care and maintenance of all public improvements and amenities on Court Street Plaza (including lighting and the water fountain and hose bib); and (vii) all other activities, including minor repairs, necessary to keep Court Street Plaza in a clean, safe, and attractive condition and to prevent degradation of public improvements on Court Street Plaza.

- (vii) <u>Capital Repairs and Improvements</u>. The Manager shall contract for and provide construction oversight and management services for the completion of any capital repairs or improvements agreed to by the parties, in accordance with the process set forth below in Section 6.
- 4. <u>COMPENSATION FOR SERVICES</u>. The City shall not be required to pay to Manager any fees for provision of the Services under this Agreement or, except as explicitly set forth below in Section 5, reimburse Manger for the costs and expenses of providing the Services; provided however, the parties acknowledge that Manager will seek to offset the costs and expenses of providing the Services through: (i) sponsorship and fundraising, as further explained in Section 8 below; (ii) collection of fees and other revenues arising from operation of Court Street Plaza pursuant to protocols developed under Section 3(a)(iii) above; (iii) operation of informational kiosks and large format signs, as more particularly set forth in certain other agreements between the City and 3CDC or a subsidiary of 3CDC detailing the terms and conditions of the operation of such kiosks and signs; and (iv) such other agreements that may from time to time be entered into between the City and Manager, 3CDC, or other 3CDC subsidiary.

#### 5. EXPENSES; REVENUES.

- (a) <u>Manager Expenses</u>. Except as specifically provided below in Section 5(b), Manager shall be responsible for paying for all costs and expenses related to provision of the Services, including but not limited to water usage on the Court Street Plaza and expenses associated with maintaining the water fountain and hose bib, and the City shall have no liability for such expenses unless explicitly stated herein.
- (b) <u>City Expenses</u>. Subject to approval of any necessary legislative appropriation, the City agrees to be responsible for the following expenses and in the following amounts:
  - (i) Actual electrical utility expenses for Court Street Plaza, <u>excluding explicitly</u> electrical expenses for events held on Court Street Plaza, which shall be separately metered or tracked and an expense of Manager;
  - (ii) Any extraordinary costs or expense incurred in connection with Services or otherwise performed by Manager that were approved by the City in writing prior to such performance; and
  - (iii) Any costs and expenses in the Annual Operating Budget (as defined below) and explicitly authorized as a City expenditure by the City in writing.
- (c) <u>City Payment</u>. For any expenses set forth in Section 5(b), the City and Manager shall enter into a Funding Letter Agreement in substantially the same form as that attached as <u>Exhibit B</u> ("Funding Letter Agreement").
- (d) Revenues. Manager shall maintain records of all revenue received from the operation of Court Street Plaza (including revenue arising from sponsorship agreements and fundraising and including any funds received by Operator from the City pursuant to Section 5(c)), which shall be included in Manager's Annual Operating Report (as defined below). Manager shall utilize all such revenue derived from Court Street Plaza to offset the costs and expenses of providing the Services. Any excess revenue generated in a

single year shall be utilized for operational or capital expenses in a subsequent year or as otherwise approved by the City Manager in writing for the benefit of Court Street Plaza. At the end of the Term, any excess cash held by the Manager shall be transferred to the City.

#### 6. CAPITAL REPAIRS AND IMPROVEMENTS: EQUIPMENT & FIXTURES: CONTRACTING.

- (a) <u>Capital Repairs and Improvements</u>. During the Term, capital repairs and improvements to the Court Street Plaza shall be handled and funded as follows:
  - (i) <u>Capital Repairs to Public Infrastructure Improvements</u>: The Manager shall be responsible for undertaking and funding any necessary material capital repairs to the Public Infrastructure Improvements on Court Street Plaza that are required to (i) maintain or restore the improvements on the Court Street Plaza to the condition of those improvements at the completion of the Project or to (ii) remedy any construction defects arising from or caused by construction of the Project. Manager's obligation to make such capital repairs shall only exist during the Term of this Agreement.
  - (ii) Additional Capital Improvements in Excess of Public Infrastructure Improvements:

From time to time the City may request that the Manager undertake, contract for, and oversee certain additional capital improvements to the Court Street Plaza beyond those Public Infrastructure Improvements completed as part of the Project, and the Manager may either accept or reject such request. Notwithstanding the forgoing, the City at all times during the Term of this Agreement retains the ability to perform or undertake any capital improvements that it deems appropriate, in the City's complete and absolute discretion and with or without Manager agreement, but only after giving Manager prior notice and an opportunity to perform such improvements.

Manager may also from time to time recommend to the City certain additional capital improvements to the Court Street Plaza. The City may, in its complete and absolute discretion approve (unless Manager is not requesting funds from the City in which case the City's approval shall not be unreasonably withheld, conditioned, or delayed) such recommended capital improvements by providing written authorization to Manager to undertake, contract for, and oversee such capital project in accordance with the terms herein.

Funding of the costs and expenses of any such capital project described in this subsection (ii) shall be agreed upon by the parties in writing prior to commencement of such project.

#### (iii) Prior Written City Authorization for all Material Capital Repairs or Improvements:

The Manager shall not undertake any material capital repairs or improvements to the Court Street Plaza without prior written authorization from the City.

(b) <u>Equipment and Fixtures</u>. Manager shall be solely responsible for all costs and expenses related to any equipment or other personal property now owned or subsequently acquired by Manager and utilized for provision of the Services. If Manager installs any fixtures on the Court Street Plaza during the Term and in accordance with the terms herein, then title to any such fixture shall vest in the City upon installation.

- (c) <u>Subcontracting with Third Parties</u>. Manager may subcontract to third parties in order to deliver the Services; however, any such subcontracting shall be completed in compliance with all applicable City requirements and Manager shall still remain as the obligor for providing such Services. All third-party contracts shall, unless otherwise approved by the City, be memorialized in a written agreement, have no more than a 12-month term, include a 30-day at-will and without cause termination provision, and require commercially reasonable insurance. The Manager shall comply with the procurement procedures attached as Exhibit C.
- (d) <u>Small Business Program and Equal Employment Opportunity Program</u>. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises ("SBEs"). Pursuant to Chapter 323 of the CMC, the City's annual goal for SBE participation shall be thirty (30%) percent of the City's total dollars spent for construction, supplies, services, and professional services (as such terms are defined therein). Accordingly, Manager shall use its best efforts and take affirmative steps to achieve the City's goal of voluntarily meeting thirty (30%) percent SBE participation. A list of SBEs, and additional information about the City's SBE Program, may be obtained from the City's Department of Economic Inclusion, Two Centennial Plaza, 805 Central Avenue, Suite 222, Cincinnati, Ohio 45202. Manager may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. Manager 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. Manager 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, Manager shall require the prime contractor (if different from Manager) to take the above affirmative steps.
  - (v) Prior to the commencement of work under any subcontracts, Manager 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. Manager shall update the report monthly.
  - (vi) Manager 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.

Failure of Manager 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 Manager 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.

- (e) <u>Equal Employment Opportunity Program</u>. This Agreement is subject to and hereby incorporates the provisions of the Equal Employment Opportunity Program set forth in CMC Chapter 325 (including, without limitation, CMC Section 325-9). Details concerning the City's Equal Employment Opportunity Program can be obtained from the City's Department of Economic Inclusion.
- (f) <u>Living Wage</u>. This Agreement is subject to and hereby incorporates the provisions of CMC Chapter 317. Such provisions require that, unless specific exemptions apply or a waiver is granted, all covered employers (as such term is defined in CMC Section 317-1-C3) under service contracts shall provide payment of a minimum wage to employees at rates no less than those listed within CMC Section 317-3. Such rates shall be adjusted annually pursuant to the terms of the CMC. Pursuant to the provisions of CMC

Chapter 317, the City shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies in the event of violations of the provisions of CMC Chapter 317.

(g) <u>Prevailing Wage</u>. Before undertaking any new construction, reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a permanent improvement on Court Street Plaza where the total project costs is in excess of \$20,000, the Manager shall provide notice to the City of such intent and shall have received a prevailing wage determination from the City prior to contracting for and commencing such project. Notwithstanding anything herein to the contrary, the Manager shall at all times comply with applicable local, state, and federal prevailing wage laws and requirements during performance of its obligations under this Agreement.

#### 7. <u>REPORTING</u>; <u>AUDIT RIGHTS</u>.

- (a) <u>Annual Operating Report</u>. Within 60 days of the end of each calendar year, Manager shall deliver an annual operating report ("Annual Operating Report") to the City containing the following information:
  - (i) Annual Operating Budget Detailing expected revenues and expenditures for the upcoming year;
  - (ii) Prior Year Financial Report Detailing revenues and expenditures for the previous year and any reserves or cash-on-hand at the end of the year;
  - (iii) Inspection Report Detailing an internally generated engineering and building system inspection report on the status of the physical conditions of improvements to Court Street Plaza:
  - (iv) Attendance Report Detailing approximate attendance for events on Court Street Plaza in the previous year; and
  - (v) Such additional information that the City may reasonably request from time to time.
- (b) <u>Financial Statements</u>. By no later than June 30 of each year, Manager shall provide the City with audited financial statements detailing income and expenses for provision of the Services for the previous year, prepared by an independent certified public accountant utilizing generally accepted accounting principles, which statements may be included as a schedule to 3CDC's consolidated financial statements.
- (c) <u>Third Party Contracts</u>. Upon request by the City, the Manager shall provide to the City copies of all contracts entered into with third parties that relate or pertain to this Agreement or the Services.
- (d) Records; Audit Rights. Manager shall collect, maintain, and furnish to the City from time to time such other accounting, financial, business, administrative, operational and other reports, records, statements and information as may be requested by the City pertaining to Manager, Court Street Pla, this Agreement, or the Services, including without limitation bank statements, loan statements, income tax returns, and such other 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 (all reports, records, statements and other information furnished by Manager under this paragraph (d) being referred to herein collectively as "Records and Reports"). All Records and Reports compiled by Manager and furnished to the City shall be in such form as the City may from time to time require. During the Term, Manager shall permit the City and its designees and auditors to have access to and to inspect and audit Manager's Records and Reports. If the City's inspection or audit reveals a material discrepancy with information previously provided by Manager, Manager shall reimburse the City for the City's out-of-pocket costs associated with such inspection or audit, and the parties shall work cooperatively to resolve such discrepancy. Manager shall

maintain all Records and Reports throughout the Term and for a period of at minimum three (3) years following the end of the Term.

- (e) <u>Public Records</u>. During the Term, Manager shall promptly provide to the City any and all records requested by the City that the City determines are reasonably required in order to comply with the City's obligations under the Ohio Public Records Act.
- (f) Reporting of Accidents and Other Significant Occurrences. Manager shall keep the City informed of all reported accidents and other significant, unanticipated occurrences at or otherwise affecting Court Street Plaza that involve public health or safety issues or that could lead to negative publicity. Manager shall notify the City Manager's Office within 48 hours of assaults, robberies or the like. For all incidents for which a police report is filed, Manager shall promptly obtain a copy of the police report and promptly provide a copy of it to the City Manager's Office.

#### 8. SCOPE OF AUTHORITY; FUNDRAISING; SIGNAGE.

- (a) Relationship. The parties agree that the Manager is intended as an independent contractor of the City, and Manager and its contractors and staff shall not be considered employees of the City. Manager shall not have the authority to enter into any contract or agreement in the name of, or to exercise any rights or make any decision on behalf of the City, without the prior written approval of the City.
- (b) <u>Sponsorship and Fundraising</u>. The City acknowledges that Manager or 3CDC may solicit sponsorships for its activities on the Court Street Plaza and may otherwise pursue fundraising to help off-set the costs of provision of the Services. Manager or 3CDC may only utilize funds raised pursuant to such solicitations and fundraising for the costs and expenses of providing the Services and improvements to Court Street Plaza and for no other purpose. The City acknowledges and agrees that Manager or 3CDC may enter into all agreements that are necessary and appropriate to secure such sponsorships and fundraising; however, unless otherwise agreed to by the City in writing, any such agreements shall not be binding on the City in the event of termination of the Management Agreement.
- (c) <u>Signage and Displays on Court Street Plaza.</u> The City reserves the right to post signage or install other displays on Court Street Plaza to disseminate messages or information of public interest and concern and in furtherance of valid public purposes. The City and Manager agree to work together in good faith on the installation and location for any such signage or displays.

Notwithstanding anything in this Agreement to the contrary, Manager shall not permit signage related to sponsorship to be posted on Court Street Plaza that contains any content that (a) promotes candidates, issues, or causes of an ideological or political nature; (b) is discriminatory in nature; (c) contains obscene or pornographic material; (d) promotes tobacco products; (e) promotes or advertises adult bookstores, adult cinemas or adult live entertainment venues, such as strip clubs or gentlemen's clubs; (f) supports or opposes a religion, denomination, or religious creed, tenet, or belief; or (g) advertises the sale of firearms or firearm ammunition.

Any signage related to sponsorships shall contained text identifying such signage as signage arising from a sponsorship.

#### 9. INSURANCE.

- (a) <u>Type of Insurance</u>. Throughout the Term of this Agreement, Manager shall carry and maintain or cause to be carried and maintained the following insurance:
  - (i) Worker's compensation insurance as required by law;

- (ii) Automobile liability insurance with a per accident limit of not less than \$1,000,000 per accident and covering all owned, non-owned, hired, and permissive use vehicles; and
- (iii) Commercial general liability insurance in the amount of not less than \$5,000,000 per occurrence, combined single limit, \$5,000,000 aggregate.
- (b) Policy Requirements. Manager's insurance policies shall (i) be written in standard form by insurance companies authorized to do business in Ohio and having an A.M. Best rating of A VII or better, (ii) provide that they may not be canceled or modified without at least thirty (30) days prior written notice to the City, and (iii) be primary and non-contributory with respect to insurance maintained by the City. On or about the Effective Date, and annually thereafter with the Annual Operating Report, Manager shall provide the City with certificates of insurance evidencing the insurance required to be maintained by Manager hereunder. Insurance policies maintained by Manager under subparagraphs 9(a)(ii) and (a)(iii) above shall name the City as an additional insured. Manager agrees that in the event that the actual insured amounts for any herein required insurance policies are higher than the amounts required under this Agreement, that the City shall be entitled to the full extent of proceeds available under such polices and shall not be in limited by the herein described minimum limits.
- (c) <u>Subcontractors</u>. Manager shall require all subcontractors doing work at Court Street Plaza to have commercial general liability insurance coverage, at the subcontractor's expense, in sufficient amounts to protect the interests of Manager and the City. Manager shall obtain and keep on file a certificate of insurance evidencing that each subcontractor is so insured and naming Manager and the City as additional insureds.
- (d) <u>Waiver of Subrogation</u>. Manager hereby waives all claims and rights of recovery, and on behalf of Manager'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 Manager, 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 Manager shall at all times protect itself against such loss or damage by maintaining adequate insurance. Manager shall cause its insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.
- 10. <u>INDEMNIFICATION</u>. The City assumes no responsibility for any acts, errors or omissions of Manager or any employee, agent, representative or any other person acting for or on behalf of Manager. Manager shall defend, indemnify and hold the City, its employees, agents, contractors and subcontractors ("Indemnified Parties") harmless from and against all costs (including without limitation attorneys' fees and other legal costs), losses, claims, demands, actions, suits, judgments, claims for relief, damages and liability suffered or incurred by or asserted against the Indemnified Parties or any one or more of them as a result of or arising from the acts of Manager, its agents, employees, licensees, invitees, contractors, subcontractors or anyone else acting at the request of Manager in connection with the Services or Court Street Plaza, or in connection with any breach by Manager under this Agreement, or in connection with any employment matter arising between Manager and its employees. Manager's indemnification obligations under this section shall survive the expiration or termination of this Agreement.

#### 11. DEFAULT; REMEDIES; TERMINATION FOR CONVENIENCE.

- (a) <u>Default</u>. Each of the following shall constitute an event of default by Manager under this Agreement:
  - (i) If Manager fails to perform or observe any of the covenants, terms or conditions contained in this Agreement, and such failure continues for longer than thirty (30) days after Manager receives written notice thereof from the City; provided, however, that if such failure is not reasonably susceptible of being cured within such thirty (30) day period, an event of default shall not be deemed to have

occurred if Manager commences to cure such failure within such thirty (30) day period and thereafter diligently pursues such cure to completion and, in fact, cures such failure within ninety (90) days after Manager receives written notice of the default from the City. The foregoing notwithstanding, if the failure 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 Manager fails to take corrective action immediately upon discovering such dangerous condition or emergency; and

- (ii) The commencement of levy, execution or attachment proceedings against Manager, any principal (which shall be defined as any individual or entity having an ownership interest in Manager of more than 25%) or partner of Manager, 3CDC, or any of the assets of Manager, or the application for or appointment of a liquidator, receiver, custodian, sequester, conservator, trustee, or other similar judicial officer; or the insolvency in the bankruptcy or equity sense, of Manager or any principal or partner of Manager; or the assignment for the benefit of creditors, or the admission in writing of an inability to pay debts generally as they become due, or the ordering of the winding-up or liquidation of the affairs of Manager or any principal or partner of Manager; or the commencement of a case by or against Manager or any principal or partner of Manager under any insolvency, bankruptcy, creditor adjustment, debtor rehabilitation or similar laws, state or federal, or the determination by any of them to request relief under any insolvency, bankruptcy, creditor adjustment, debtor rehabilitation or similar proceeding, state or federal, including, without limitation, the consent by any of them to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequester or similar official for it or for any of its respective property or assets (unless, in the case of involuntary proceedings, the same shall be dismissed within ninety (90) days after institution).
- Remedies. Upon the occurrence of an event of default that continues beyond the applicable notice and cure period (if any) provided for in Section 11(a) above, the City shall be entitled to (i) immediately terminate this Agreement by giving Manager written notice thereof, (ii) take such actions in the way of "self-help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of Manager, and (iii) exercise any and all other rights and remedies under this Agreement or available at law or in equity, including without limitation pursuing an action for specific performance; all such rights and remedies being cumulative. Manager 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 Manager under this Agreement or the City's enforcement or termination of this Agreement. Manager shall pay all such costs and damages within thirty (30) days after receiving documentation from the City of the amount due. 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. Nothing contained in this Agreement shall limit or prejudice the right of a party to prove for and obtain as damages incident to a termination of this Agreement in any bankruptcy, reorganization or other court proceedings, the maximum amount allowed by any statute or rule of law in effect when such damages are to be proved.
- (c) <u>Termination for Convenience</u>. At any time during the Term, the City may provide written notice to Manager that the City is exercising its right to terminate this Agreement for convenience pursuant to this Section 11(c); provided however, any such termination for convenience shall not be effective until at minimum two years from the date that the City provides such notice of termination to Manager.
- 12. ASSIGNMENT. Manager shall not assign its rights under this Agreement nor delegate its obligations hereunder without the prior written consent of the City. Manager acknowledges that the City is entering into this Agreement because of the City's confidence that Manager has the financial backing, business experience and community support that are necessary to properly operate Court Street Plaza in accordance with the provisions of this Agreement throughout the entire Term. Manager acknowledges that the City shall not be expected to consent to a proposed assignment by Manager of its interests under this Agreement to any person or entity in whom the City does not have similar confidence. Any attempt by Manager to assign or otherwise transfer its interests under this Agreement to a third party without the City's

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prior written consent shall be null and void and shall, at the option of the City, constitute a default of Manager under this Agreement. The foregoing notwithstanding, if Manager transfers its interests under this Agreement to an Affiliate (as defined below), such transfer shall not constitute a prohibited assignment for purposes of this section. As used in the preceding sentence, an "Affiliate" of Manager means an entity that is 100% owned and controlled by 3CDC, either directly or through another subsidiary entity that is also 100% owned and controlled by 3CDC. Manager shall not assign its interests to an Affiliate under this Agreement without giving the City at least sixty (60) days prior written notice thereof. No assignment or delegation by Manager of its rights or obligations under this Agreement to a third party shall relieve Manager from any liability to the City under this Agreement.

#### 13. SURRENDER.

- (a) <u>Surrender</u>. On or before the last day of the Term of this Agreement, Manager shall remove all of Manager's personal property from Court Street Plaza, and any property not so removed shall be deemed abandoned. Manager shall not remove any signs, trade fixtures, lighting, stage equipment, or ordinary fixtures used in connection with Court Street Plaza unless the City approves of such removal in writing. Manager shall promptly repair any and all damage to Court Street Plaza caused by its removal of any items under this paragraph.
- (b) <u>Documents to be Delivered to City</u>. At the end of the Term of this Agreement, Manager shall deliver to the City originals of all books and records, unpaid invoices, operating manuals, contracts with third parties, warranty information, and all other written materials and documents that are in Manager's possession or under Manager's control and that are reasonably needed in order for there to be a seamless transition with respect to the operation of Court Street Plaza.
- 14. <u>NOTICES</u>. All notices required to be given to any party under this Agreement shall be in writing and (i) personally delivered, (ii) deposited in the United States mail, first class, postage prepaid, or (iii) delivered by a nationally recognized overnight courier service, to the parties at the following addresses or such other address as either party may specify from time to time by notice to the other. Notices shall be deemed given upon receipt.

To the City:	To Manager:
City of Cincinnati 801 Plum Street Cincinnati, OH 45202 Attention: City Manager	[] 1203 Walnut Street, 4 <sup>th</sup> Floor Cincinnati, OH 45202 Attention: Stephen Leeper

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

#### 16. **GENERAL PROVISIONS.**

- (a) <u>Entire Agreement</u>. This Agreement contains the entire agreement between the parties and 3CDC 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.
- (d) <u>Amendments</u>. This Agreement may be amended only by a written amendment signed by both parties.

- (e) <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 Manager agrees that venue in such court is proper. The parties hereby waive trial by jury with respect to any and all disputes arising under this Agreement.
- (f) <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 permitted assigns.
- (g) <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.
- (h) <u>Severability</u>. If any part of this Agreement is held to be void, illegal or unenforceable by a court of law, such part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.
- (i) No Recording. This Agreement shall not be recorded in the Hamilton County Recorder's office.
- (j) <u>Time</u>. Time is of the essence with respect to the performance by the parties of their respective obligations under this Agreement.
- (k) <u>No Third-Party Beneficiaries</u>. The parties hereby agree that no third-party beneficiary rights are intended to be created by this Agreement.
- (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 member, officer, agent or employee of the City in other than his or her official capacity. No official executing or approving the City's participation in this Agreement shall be personally liable under this Agreement.
- (m) <u>Limitation on Liability</u>. Notwithstanding any provision in this Agreement or under applicable law, the City agrees in accepting this Agreement that, except in the case of fraud or intentional misconduct, it shall have no recourse to any members, officers, or employees of 3CDC; any member of any committee of 3CDC; or any member of the Board of Directors of 3CDC (each a "Constituent Entity"). For clarity, the term "Constituent Entity" shall solely include individuals and shall not include any legal entities. Each of the parties further agrees that no Constituent Entity shall have any personal liability for any obligation under this Agreement.
- (n) Representation as to Authority. The City and Manager each represents to the other that it has the power and authority to enter into and perform its obligations under this Agreement without the consent of anyone who is not a party to this Agreement and that the execution and performance of this Agreement has been duly authorized by all necessary actions on the part of the performing party, including the authorizations and approvals described in the Recitals to this Agreement.
- (o) <u>Compliance</u>. Manger in the performance of the Services shall comply with all applicable statutes, ordinances, regulations, and rules of the federal government, the State of Ohio, the County of Hamilton, and the City of Cincinnati.
- (p) No Liens. If any mechanics' lien or other similar lien is filed against Court Street Plaza as a result of labor or material furnished at Manager's request, Manager shall cause the lien to be released or bonded off within thirty (30) days following the filing of such lien.

## SIGNATURES ON FOLLOWING PAGE

This Agreement is 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	
By: Paula Boggs Muething, Interim City Manager	
Date:	
Recommended By:	
John S. Brazina, Director Department of Transportation and Engineering	
City Purchasing Approval:	
Bobbi Hageman, Chief Procurement Officer Department of Purchasing	
Approved as to Form:	
Assistant City Solicitor	
Certified Date: Fund/Code: Amount: By: Karen Alder, City Finance Director	
STATE OF OHIO ) ) SS: COUNTY OF HAMILTON )	
The foregoing instrument was acknowledged before me this day of, 2020, by Pa Boggs Muething, Interim City Manager of the CITY OF CINCINNATI, an Ohio municipal corporation, o of the corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.	aula n behaif s
Notary Public My commission expires:	

SIGNATURE PAGE TO PROFESSIONAL SERVICES MANAGEMENT AGREEMENT

<u> </u>	]		
Ву			
Name: Stephen Leeper Title: President			
Date:	_		
STATE OF OHIO	)		
COUNTY OF HAMILTON	) SS: )		
The foregoing instrument wa Stephen Leeper, the Presider of the company. The notarial administered to the signer w	nt of the [	], an Ohio limit an acknowledgment.  No o	ed liability company, on behalf
		Notary Public My commission expires:	

SIGNATURE PAGE TO PROFESSIONAL SERVICES MANAGEMENT AGREEMENT

**EXHIBIT A**TO
PROFESSIONAL SERVICES MANAGEMENT AGREEMENT

## **Description and Depiction of Court Street Plaza** [INSERT DESCRIPTION AND DEPICTION]

D-16 {00317464-6}

#### **Exhibit B**

to

#### PROFESSIONAL SERVICES MANAGEMENT AGREEMENT

## FORM OF FUNDING LETTER AGREEMENT

	Contract No:
[] 1203 Walnut Street, 4 <sup>th</sup> Floor	
Cincinnati, OH 45202	
Attention: Stephen Leeper	
Dear Mr. Leeper:	
Pursuant to Section 5 of the <i>Professional Services Mana</i> ("Management Agreement"), between [] ("Management Agreement"), between [] ("Management of the City agreed to fund certain expenses related to the operate appropriation by Cincinnati City Council for such expense Agreement ("Letter Agreement") is for the City to certify expenses has been appropriated for the City's [YEAR] fis related to such expenditures.	Manager") and the City of Cincinnati ("City"), the ation of the Court Street Plaza, subject to es. The purpose of this Funding Letter to Manager that funding for the herein described
The City certifies that the below described funds (the "Fu	• • • • • • • • • • • • • • • • • • • •

1. [LIST APPROPRIATION AMOUNTS AND ANY PARTICULAR USES ATTACHED TO SUCH APPROPRIATIONS]

accordance with the terms of the Management Agreement and this Letter Agreement:

The City agrees to disburse the Funds to Manager upon approval by the City of a written draw request submitted by Manager evidencing the need for such Funds. Such draw request shall be in a form acceptable to the City, and the City shall not be obligated to disburse Funds more than one time per month. Notwithstanding anything herein to the contrary, any portion of the Funds not expended or encumbered on or before [END OF APPLICABLE CITY FISCAL YEAR] shall be subject to recapture and/or re-appropriation in the City's sole discretion. Following the end of the applicable fiscal year, the City shall not be obligated in any way to pay any unexpended or unencumbered portion of the Funds to Manager, and if the Manager is holding any such unexpended or unencumbered Funds at the end of the applicable fiscal year, then the City may require, through a written request, that the Manager return any such Funds to the City. Nothing herein is intended to amend or alter the obligations of Manager under the Management Agreement, and Manager shall maintain records of all expenditures of the Funds in accordance with the terms of the Management Agreement.

[SIGNATURE PAGE ATTACHED]

This Funding Letter Agreement is executed and dated as of	, 20
City of Cincinnati	
By: [], City Manager	
Approved as to Form:	
Assistant City Solicitor	
Certified Date: Fund/Code: Amount: By:, City Finance Director	
ACCEPTED AND AGREED:	
<u></u>	
By: Name:	
Title:	

#### **Exhibit C**

to

#### PROFESSIONAL SERVICES MANAGEMENT AGREEMENT

#### **Procurement Procedures**

## A. Purchases of goods and services for which the City has a preferred contractor ("City Contractor"):

 Manager shall comply with the provisions below but shall request a quote from the City Contractor.

#### B. Purchases of goods and services not performed by a preferred City Contractor:

- 1. Purchases up to \$1,000 No bid
  - a. May be done without securing competitive quotes and bids if the price quote is reasonably considered to be reasonable and the terms and delivery dates are conducive to the requirements.
  - b. If a quote is determined to not be reasonable, Manager will obtain competitive quotes.
- 2. Purchases \$1,000 to \$5,000 Informal bid
  - a. Manager shall obtain at least two written quotes that address pricing, delivery, discounts, terms, conditions, and other factors critical to a decision.
  - b. Manager shall select the bid most conducive to what is required considering price, delivery, and other factors critical to the project.
- 3. Purchases \$5,000 and above Formal bid
  - a. Manager shall issue a formal RFP and obtain at least three written quotes.
  - b. Manager shall select the bid most conducive to what is required considering price, delivery, and other factors critical to the project.

#### C. Single Source

- 1. Manager may single source the following goods or services:
  - a. Landscaping management
  - b. Holiday tree
  - c. Such other items approved in advance by the City Manager

Manager shall not divide or break down costs for a larger project to avoid issuing a formal RFP.

# EXHIBIT E to Public Infrastructure Funding Agreement

## **PROJECT BUDGET**

Project - Overall	
Courses	
Sources:	
Kroger Contribution	500,000
Developer Equity	2,340,800
TIF Financing	4,000,000
State of Ohio Capital Funds	2,000,000
Total Sources	8,840,800
Uses:	
Private Improvements Streetscape	500,000
Streetscape Improvements	4,000,000
Plaza Improvements	2,000,000
Total Uses	6,500,000

Private Improvements	
Sources:	
Kroger Contribution	500,000
Total Sources	500,000
Uses:	
Basement Enclosures	250,000
Kroger Improvements	100,000
<b>Electric and Communication Infrastructure</b>	100,000
Soft Costs	50,000
Total Uses	500,000

Public Infrastructure Imp	rovements
Sources:	
Kroger Contribution	500,000
City TIF Funds	4,000,000
State of Ohio Capital Funds	2,000,000
Total Sources	6,500,000
<u>Uses:</u>	
Hard Costs	
Demolition	501,000
Improvements	2,269,700
Utilities	2,400,300
FF&E	250,000
<u>Total Hard Cost</u>	5,421,000
Soft Costs	
Testing, Arch, & Fees	355,000
Insurance	24,000
Developer Admin Fee	200,000
Developer Contingency	500,000
<u>Total Soft Cost</u>	1,079,000
Total Uses	6,500,000

The Budget may be amended administratively at the City's sole discretion by written approval.

#### **EXHIBIT F**

#### to Public Infrastructure Funding Agreement

#### DISBURSEMENT OF FUNDS

Disbursements of the Funds shall be submitted to and approved by DCED.

- (A) <u>Conditions to be Satisfied Prior to Disbursement of Funds</u>. The City shall be under no obligation to disburse the Funds until the following conditions are satisfied:
  - (i) The City shall have approved the Final Plans for the Project;
  - (ii) The City shall have approved the Final Bids for the Project;
  - (iii) The City shall have approved the construction schedule for the Project;
  - (iv) Developer shall have provided evidence satisfactory to the City that Developer has obtained all financing (in addition to the Funds) required for completion of the Project;
  - (v) Developer shall have provided the City with the Due Diligence Materials for the Project;
  - (vi) Developer shall have provided the City with evidence of the insurance required under this Agreement:
  - (vii) Developer shall have deposited with the City the surety bond(s) required under this Agreement, if any;
  - (viii) Developer shall have provided the City with evidence that it has obtained all licenses, permits, governmental approvals and the like necessary for the completion of the Project;
    - (ix) The Management Agreement shall have been executed by all relevant parties;
  - (x) Construction shall have commenced and be proceeding in accordance with the City-approved Budget, construction schedule, and Final Plans; and
    - (xi) Developer shall not then be in default under this Agreement.
- (B) <u>Disbursement of Funds During Construction</u>. Provided all of the requirements for disbursement of the Funds shall have been satisfied, the City shall permit the disbursement of Funds to the Developer. The Funds shall be made available to Developer on a reimbursement basis. If the cost of the Project will exceed the aggregate amount of the Funds as shown on the Budget, the City may require that Developer spend non-City funds for the Project prior to requesting Funds (i.e., the City may require that the Funds go into the Project last, rather than first) or, at the City's option, the City may disburse the Funds on a pro-rata basis with non-City funds.

Notwithstanding anything in this Agreement to the contrary, no Funds shall be used for any costs that were incurred prior to adoption of the ordinance authorizing the use of the Funds under this Agreement, except that the City agrees it will reimburse up to \$200,000 for hard construction costs of the Project that were incurred prior to the Effective Date, provided such reimbursed costs otherwise comply with obligations of this Agreement. The Funds shall be requested and used by Developer solely to pay for costs of the Public Infrastructure Improvements, as described in this Agreement and as reflected on the Final Plans, Final Bids, and Budget and for no other purpose.

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

Disbursements of Funds shall be limited to an amount equal to Developer's actual cost of the work, materials and labor incorporated in the Public Infrastructure Improvements up to the amount of such items as set forth in Developer's request for payment, less the amount of any retainage as hereinafter set forth.

Notwithstanding anything to the contrary in this Agreement, the City shall not be obligated to make or authorize any disbursements of Funds if the City determines, in its reasonable discretion, that the amounts remaining from all funding sources with respect to all or any part of the Project are not sufficient to pay for all the costs to complete construction of the Project or any part thereof. Developer acknowledges that the obligation of the City to disburse the Funds to Developer for the cost of the Public Infrastructure Improvements shall be limited to the Funds allocated to it in the Budget. Notwithstanding anything to the contrary in this Agreement, the City's obligation to make the Funds available to pay for the Project, to the extent such Funds have not been disbursed, shall terminate ninety (90) days following final completion of construction of the Project. The City may use any unused portion of the Funds for any other lawful purpose.

#### (C) <u>Construction 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 for construction costs shown on the approved budget, Developer shall submit a draw request form provided by the City with the following attachments: (i) an AIA G-702-703 Form (AIA) or such other similar form acceptable to the City; (ii) sworn affidavits and/or conditional waivers of liens and claims for that Application for Payment and unconditional waivers of liens and claims for all previous progress payments (together with copies of paid invoices, contracts, or other supporting data) from the General Contractor and all subcontractors and materialmen covering all work, labor, and materials for the work through the date of the disbursement; (iii) waivers or disclaimers from suppliers of fixtures or equipment who may claim a security interest therein; and (iv) such other documentation or information requested by the City that a prudent construction lender might request. All affidavits and lien waivers shall be signed, fully-executed originals and in such form approved and acceptable to the City.
- (iii) Retainage. After review and approval of a disbursement request, the City shall disburse ninety percent (90%) of the amount requested, less retainage equal to ten percent (10%) thereof. The retained amount of Funds shall be disbursed when (i) construction of the Public Infrastructure Improvements has been completed, (ii) the City has obtained original prime contractor (including General Contractor's), subcontractor, and supplier unconditional waivers of liens and claims for the total amount of the Public Infrastructure Improvements subcontracts or purchases (as applicable), and all other conditions to payment set forth in this Agreement have been satisfied with respect to such payment, (iii) Developer has provided the City with a complete set of "as built" drawings for the Public Infrastructure Improvements if required by the City, and (iv) Developer has complied with all of its other obligations under this Agreement as determined by the City in its sole discretion.

(D) <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 Developer that (i) that all work done and materials supplied to date are in accordance with the City-approved Final Plans for the Project and in strict compliance with all legal requirements as of the date of the request, (ii) the Project is being completed in accordance with the City-approved Budget and construction schedule, and (iii) Developer and the City have complied with all of their respective obligations under this Agreement. If Developer alleges that the City has been or is then in default under this Agreement at the time Developer makes such request, and if the City disputes such allegation, the City shall not be obligated to make or authorize such disbursement until the alleged default has been resolved.

\* \* \*

#### **EXHIBIT G**

### to Public Infrastructure Funding Agreement

### **ADDITIONAL REQUIREMENTS**

Developer and Developer's general contractor and subcontractors 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, 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) <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) 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) <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) <u>Business Enterprise Program</u>.

- (a) <u>Applicability</u>. In furtherance of the policy goals established by CMC Chapter 323 (Small Business Enterprise and Local Business Enterprise Program), and CMC Chapter 324 (Minority and Women Business Enterprise Program), the requirements set forth in this Section (F) shall apply to this Agreement as an affirmative contractual obligation, notwithstanding the legal applicability or inapplicability of CMC Chapters 323 and 324 to this Agreement. Developer hereby agrees to comply with this Section (F) and, where applicable, to cause its general contractor to comply with this Section (F) in all respects.
- (b) Requirement. Developer and its general contractor shall use its best efforts to ensure that certified SBEs, MBEs, and WBEs (in each case as such terms are used within CMC Chapters 323 and 324, collectively, "Certified Firms") are utilized as sources of supplies, equipment, construction, and services, with (a) the goal of meeting 30% Certified Firm participation for construction contracts and 15% participation for supplies, services, and professional services contracts (a list of certified SBEs, MBEs, and WBEs may be obtained from the Department of Economic Inclusion or from the City's web page, http://cincinnati.diversitycompliance.com.)

#### (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) <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.
  - (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) <u>Electric Vehicle Charging Stations in Garages</u>.

- (i) Applicability. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of "qualifying incentives" for projects involving the construction of a parking garage to include a provision requiring the inclusion of certain features in the garage relating to electric vehicles. The ordinance defines "qualifying incentives" as the provision of incentives or support for the construction of a parking garage in the form of (a) the provision of any City monies or monies controlled by the City including, without limitation, the provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, "qualifying incentives" does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to Ohio Revised Code 3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.
- (ii) Requirement. If the applicability criteria of Ordinance No. 89-2017 are met, then the following requirements shall apply to any parking garage included within the Project: (a) at least one percent of parking spaces, rounding up to the nearest integer, shall be fitted with Level 2 minimum 7.2 kilowatt per hour electric car charging stations; provided that if one percent of parking spaces is less than two parking spaces, the minimum number of parking spaces subject to this clause shall be two parking spaces; and (b) the parking garage's electrical raceway to the electrical supply panel serving the garage shall be capable of providing a minimum of 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer, and the electrical room supplying the garage must have the physical space for an electrical supply panel sufficient to provide 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer.
- (P) <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

[ATTACHED]

#### REQUEST FOR PROJECT WAGE DETERMINATION

DATE RECEIVED: 7/8/2020 ORIGINAL ASSIGNED NUMBER:

REQUESTING AGENCY OR DEPT:

DEI USE ONLY Community and Economic Development Fillout and Circle all that Apply Below:

CONTACT PERSON AND PHONE

FUNDING GUIDELINES: NUMBER: (State or Federal)

Giovanni Rocco: 513-352-1960

RATES THAT APPLY: (Building, Heavy, Highway, Residential) Requested Date: 07/08/2020

State heavy highway rates will apply. Estimated Advertising Date: 08/08/2020 DECISION NUMBER: N/A Estimated Bid Opening Date: 08/08/2020

Estimated Starting Date: 09/08/2020 MODIFICATIONS: N/A

DECISION DATE: N/A SOURCE AND FUND NUMBER

CITY X **FUND 483** EXPIRATION DATE: N/A

STATE X FUND supersedes decision number: N/A county

FUND DETERMINATION BY: FEDERAL FUND

Name: Dionne Cherry

PROJECT ACCOUNT NUMBER: Title: Contract Compliance Specialist

AMT. OF PUB. FUNDING \$: 4,000,000 Date: 7/13/2020

TOTAL PROJECT DOLLARS: 8,840,800 APPROVED BY:

Tennifer B. Mackenzie, Interim Director
DEPARTMENT OF ECONOMIC INCLUSION
NAME OF PROJECT
Court Street Pedestrian Streetscape

Project as described exceeds the prevailing wage threshold level for heavy highway reconstruction, alterations, etc. under ORC 4115.03 (B) (4), which is \$27,950.00 as updated by the Ohio Department of Commerce, therefore, State heavy highway rates will apply.

Note: Any changes to the scope of funding of the project, or the failure of the project to start within 90 days of the date of this determination, will require revisions to this wage determination.

#### TYPE OF WORK

1. Building

2. Heavy

3. Highway

x

4. Residential

5. Demolition

6. Other

#### PROJECT LOCATION

This project will effect the public ROW on both the north and south side of Court Street between Vine and Walnut Street. There will be some streetscape work done east of walnut street surrounding the Streetcar substation. 1 E Court Street - just east of 119 E Court Street (north and south sides).

#### PROJECT FUNDING SOURCE

The planned sources of funding are as followed: - 3CDC Debt or Equity: \$2,340,800 - Kroger Contribution: \$ 500,000 - TIF Funding: \$4,000,000 - State of Ohio Capital Funds: \$2,000,000 3CDC has applied for the State Capital Funds; however, it is possible that they do not receive these funds. If they do, the funds would come out of the State's Capital Budget and would be State Bond Funding. If they do not receive this funding, 3CDC would either cut their budget or find other private funding sources.

#### PROJECT SCOPE OF WORK AND BUDGET

On March 6, 2019, City Council passed Ordinance number 80-2019 establishing the Downtown Cincinnati Pedestrian Task Force, a joint effort of the City of Cincinnati and 3CDC. The mission of the task force was to make recommendations to the Mayor and City Council regarding pedestrian and traffic improvements on Court Street, Eighth Street, Ninth Street, and Vine Street. Specifically, the stated purpose of this task force was to recommend improvements for Court Street that will turn the portion between Vine and Walnut streets into a pedestrian-oriented civic space. The improvements can be described as follows: The road will be removed and re positioned in the middle of the public RoW. Sidewalk will be widened on both the north and south side of the street to roughly 40'each for outdoor dining, events, and programing Festival Style Street (street at same height of sidewalk) allows for vehicular closure of street and opening the entire street to pedestrians for organized events New parking layout with 28 short-term metered parking for businesses in addition to the 36 added at the Central and Walnut lot (reduction in 39 metered spaces) New Street Lighting, including pedestrian light poles, electrical infrastructure, and lights New Signage throughout New signal for the intersection of Walnut Street and Vine Street. Installation of bollards (permanent and removable) New pavers, public art, and planters are to be installed

DEI 217 Form REV: 6/12/2017

CONTRACT NO:	
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## PUBLIC INFRASTRUCTURE FUNDING AGREEMENT

between the

### **CITY OF CINCINNATI**

and

**OTR HOLDINGS, INC.,** an Ohio non-profit corporation

Project: Court Street Streetscape Redevelopment

Dated as of \_\_\_\_\_\_, 2020

# PUBLIC INFRASTRUCTURE FUNDING AGREEMENT

This PUBLIC INFRASTRUCTURE FUNDING 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 is 801 Plum Street, Cincinnati, OH 45202 (the "City"), and OTR HOLDINGS, INC., an Ohio non-profit corporation, the address of which is 1203 Walnut Street, 4th Floor, Cincinnati, OH 45202 ("Developer").

#### Recitals:

- A. In the northern portion of the City's central business district, in an area more particularly depicted in the attached <u>Exhibit A</u> (*Site Plan*) (the "**Area**"), the City seeks to construct certain public streetscape improvements, including creation of a new public plaza (collectively, the "**Public Infrastructure Improvements**"), as further described in the attached <u>Exhibit B</u> (*Public Infrastructure Improvements*).
- B. Developer owns or controls several properties in the Area and intends on conducting certain private improvements on such properties and, with consent and approval of the owners, on several other properties in the Area, as further described in the attached <a href="Exhibit C">Exhibit C</a> (*Private Improvements*) (the "**Private Improvements**). Developer has conducted certain fundraising and intends to contribute significant funding for completion of the Public Infrastructure Improvements. Finally, Developer has invested \$2,340,800 in acquiring and developing real property that is proximate to the Area for the purpose of creating a public surface parking lot to ensure that there is adequate, convenient, and affordable parking available to serve the businesses in the Area.
- C. The parties have determined that coordinated bidding and construction of the Public Infrastructure Improvements and the Private Improvements are in all parties' best interests, providing both cost and other efficiencies. The completion of the Public Infrastructure Improvements and the Private Improvements (as defined below) are referred to herein as the "**Project**."
- D. The parties have determined that Developer will, in accordance with the terms herein, bid out and contract for construction of the Project with a single construction manager (the "General Contractor"), who will in turn contract with necessary subcontractors for completion of the Project.
- E. In order to generate increased economic activity and provide community programming and events, Developer also seeks to provide certain management services to the City for the plaza and streetscape that will be developed as part of the Project. Therefore, the parties seek to enter into a Professional Services Management Agreement substantially in the form attached as <a href="Exhibit D">Exhibit D</a> (Professional Services Management Agreement) (the "Management Agreement").
- F. The City, upon the recommendation of the City's Department of Community and Economic Development ("DCED"), has agreed to pay for a portion of the Public Infrastructure Improvements using funds from the Central Business District-OTR East Tax Increment Financing District (the "TIF District"), which will be provided to Developer, as further described herein, for project work completed and in an amount up to but not to exceed \$4,000,000 (the "Funds").
- G. The Developer will fully fund the Private Improvements with private funding and will pay for all remaining expenses of the Project (including the Public Infrastructure Improvements) not covered by the Funds; a preliminary sources and uses budget for the Public Infrastructure Improvements and the Private Improvements is attached as <a href="Exhibit E">Exhibit E</a> (Project Budget).
- H. Pursuant to this Agreement, the City is engaging Developer to manage, oversee, and contract for the Project, and the parties acknowledge that such services are considered "professional

services" (as defined in Cincinnati Municipal Code 321-1-P) and require exercise by Developer of discretion and independent judgment to perform such services and an advanced specialized expertise acquired by Developer and its affiliates through completion of other similar streetscape and public space redevelopments throughout the City.

<ol> <li>The City believes that the Project is in the vital and best interests of the City and the health</li> </ol>
safety, and welfare of its residents; is in accordance with the provisions of applicable federal, state, and
local laws and requirements; is in accordance with the public purpose of upgrading streetscapes
pedestrian infrastructure in the Area; and finds that the Public Infrastructure Improvements will both
benefit and serve the TIF District, as the City believes that the Public Infrastructure Improvements wil
create beneficial economic impacts for the TIF District and will provide job opportunities to its residents.

J.	The Fund	ds were ap	propria	ted by O	rdinance	e No. [	], pa	assed by C	City Co	uncil on
[	_], which	authorized	I the e	xecution	of this	Agreement	and th	e funding	of the	e Public
Infrastructure	Improvem	ents using	funds fi	rom the T	IF Distri	ct. City Plani	ning Co	mmission a	approve	ed of the
Project at its i	meeting or	1 July 17, 2	020.							

#### **NOW, THEREFORE**, the parties agree as follows:

- 1. <u>Due Diligence Materials</u>. Following the Effective Date, Developer shall prepare and deliver, if not previously delivered, the following items (the "**Due Diligence Materials**") to the City for its review and approval:
  - (i) <u>Project Schedule</u>: the proposed construction schedule for completion of the Project;
  - (ii) <u>Community Engagement</u>: information regarding community engagement activities conducted by Developer regarding the Public Infrastructure Improvements and Funds;
  - (iii) <u>Private Improvements</u>: available information regarding the intended timing, costs, and scope of the Private Improvements and documentation of approval of impacted property owners; and
  - (iv) Other Information: such other information and documents pertaining to Developer or the Project as the City may reasonably request.

#### 2. Design Phase.

- (A) <u>Preliminary Plans</u>. As soon as available, if not already delivered, the parties shall deliver the following preliminary plans for each of the Private Improvements and the Public Infrastructure Improvements:
  - (i) <u>Public Infrastructure Improvements</u>: The Developer shall coordinate with a citizen-led task force, the City's Department of Transportation and Engineering ("**DOTE**"), and other various relevant City Departments (including Greater Cincinnati Water Works, Stormwater Management Utility, and the Metropolitan Sewer District) to develop preliminary plans and specifications for the Public Infrastructure Improvements, and the Developer shall submit such plans and specifications to City for review and approval; and
  - (ii) <u>Private Improvements</u>: The Developer shall develop preliminary plans and specifications for the Private Improvements and deliver such plans and specifications to the City for review and approval.
  - (B) Final Plans.

- (i) <u>Plan Revisions</u>. Following delivery of the preliminary plans in accordance with Section 2(A), Developer and the City shall work collaboratively to revise the preliminary plans to incorporate all parties' comments and otherwise combine the preliminary plans into a set of comprehensive construction drawings and specifications.
- (ii) <u>Final Plans</u>. Following revision of the preliminary plans, Developer shall proceed with preparing final drawings, plans, and specifications for the Project and upon completion shall submit copies to the City for the City's final review and approval. The parties agree to work diligently and cooperatively with each other in order that the drawings, plans, and specifications can be finalized and approved by the City as expeditiously as possible. The drawings, plans, and specifications (including any and all changes thereto reflected on properly executed Change Orders (as defined below)) for each category of improvements, as approved by the City are referred to herein as the "**Final Plans**."
- (C) <u>Project Change Orders</u>. Once approved by the City, Developer shall not make any changes to the Public Infrastructure Improvements set forth in the Final Plans without the consent of the City. Any material changes to the Final Plans shall be evidenced by a written change order signed by Developer and DCED (each a "**Change Order**"). The City shall review and either approve or deny each proposed Change Order as expeditiously as possible and such approval shall not to be unreasonably withheld, conditioned, or delayed. The City may deny Change Orders to the Public Infrastructure Improvements in its reasonable discretion. The City shall not require any material changes to the Final Plans without Developer's consent, which shall not be unreasonably withheld, conditioned, or delayed. Developer shall promptly execute Change Orders to reflect approved changes. Funding of Change Orders shall be handled as set forth in Section 5 below.
- Bidding Phase. Developer shall work cooperatively with the City in soliciting, reviewing, and 3. selecting the bids for the construction of the Project. All bids shall be solicited in accordance with the City's competitive bidding requirements, as further described in Exhibit G (Additional Requirements). If there is a public bid opening, Developer shall permit City representatives to be present at the opening of the bids. Developer shall not solicit bids from any contractors or subcontractors who are listed as debarred by the federal or state government or on the City's Vendor's Performance list. In reviewing and considering bids, Developer shall bear in mind that all contractors and subcontractors performing any work in connection with the Public Infrastructure Improvements shall be subject to the City's approval in its sole discretion. Developer and the City shall work cooperatively to select the winning bids. The City shall use reasonable efforts to notify Developer, within ten (10) business days after the opening of the bids, of the City's approval or disapproval of the bids, as the case may be. If the City does not approve of the bids, Developer shall work cooperatively with the City to resolve the City's objections, including for example revising the Final Plans and re-bidding all or part of the Project. The City shall, in its sole discretion, have final approval of all bids for the Public Infrastructure Improvements. The final bids, as approved by the parties, and as the same be adjusted from time to time by Change Orders, are hereinafter referred to as the "Final Bids."

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

#### 4. Budget; Construction; Inspections.

(A) <u>Budget</u>. Prior to commencement of construction of the Project, Developer shall present to the City a final itemized budget for the Project, with independent itemized sections detailing expenditures

for the Private Improvements and the Public Infrastructure Improvements (as the same may be amended from time to time and approved by the City, the "**Budget**"), generally consistent with the preliminary sources and uses budget attached hereto as Exhibit E.

(B) <u>Construction Contracts</u>. Upon the City's receipt and approval of the Due Diligence Materials for the Project and the parties' approval of the Final Plans, Budget, and Final Bids, and once the parties are otherwise ready to move forward with construction of the Project, the Developer shall enter into a guaranteed maximum price or stipulated sum construction contract, in such form as approved by the City, with the General Contractor in an amount not to exceed \$6,500,000 for the Public Infrastructure Improvements. The cost of the Private Improvements, as incorporated into the Final Bids, shall be approved by Developer, in its sole discretion. Developer shall be responsible for reviewing and approving all construction contracts and, upon the City's request, provide a copy of the construction contracts to the City. Developer shall require in all contracts that it enters into relating to the Project, including the construction contract with the General Contractor, compliance with the terms of this Agreement and that all subcontracts incorporate and comply with the terms of this Agreement.

# (C) Reserved.

- (D) <u>Construction Commencement and Completion</u>. Following execution of the construction contracts described in Section 4(B), Developer shall commence construction of the Project. Developer shall cause the Project to be completed in accordance with the approved Final Plans, in accordance with the City-approved construction schedule, and in a good and workmanlike manner. Developer shall provide all supervision, technical personnel, labor, materials, and services necessary to complete the Project.
- (E) <u>Verification of Construction Costs</u>. During construction of the Project and upon completion thereof, Developer shall provide the City with verification of actual construction costs for the Project, including individual and actual construction costs for the Public Infrastructure Improvements and the Private Improvements and such other pertinent information pertaining to the construction of the Project or performance by Developer of its obligations under this Agreement as the City may reasonably request. Developer shall not be responsible for verifying to the City the quantities of materials utilized in the Public Infrastructure Improvements; the City shall assume the responsibility for oversight, inspection, and verification as to the quantity of materials installed and utilized in the Public Infrastructure Improvements. Developer and the City agree to work collaboratively to ensure that the General Contractor and subcontractors provide adequate information to the City in order to assist in tracking of quantities installed and utilized in the Public Infrastructure Improvements.
- (F) Inspection of Work. During construction of the Project, the City, its employees, and its agents shall have the right at all reasonable times to inspect the progress of construction to determine whether Developer is complying with its obligations hereunder. If the City determines that work on the Project is not in accordance with the Final Plans or other requirements of this Agreement, is not in compliance with all applicable laws, or is not performed in a good and workmanlike manner, then the City shall notify Developer who shall have 30 days to cure such error or if it cannot be cured within 30 days Developer shall initiate and diligently pursue such cure. If Developer fails to cure or initiate and diligently pursue such cure within 30 days, the City shall have the right, in its reasonable judgment, to stop such work and order its replacement at Developer's expense (not to be paid for using the Funds), whether or not such work has been incorporated into the Public Infrastructure Improvements by giving notice of such nonconforming work to Developer.
- (G) <u>Mechanics' Liens</u>. Developer shall settle, have released, or obtain a bond related to any mechanics' or other similar liens filed on any City or third-party owned real property related to the Project within 45 days of the filing of any such lien.
- (H) <u>Project Information; As-Built Plans</u>. During construction, Developer shall provide the City with such additional pertinent information pertaining to the Project as the City may reasonably request.

Following completion of construction, the Developer shall provide the City with a set of as-built plans and shall provide the City such other information pertaining to the Project as the City may reasonably request.

# 5. <u>Public Infrastructure Improvements</u>.

- (A) <u>Funding Terms</u>. Subject to the terms and conditions of this Agreement, the City agrees to make available up to the full amount of the Funds to pay for the Public Infrastructure Improvements. Developer shall be permitted to use the Funds only to pay for hard construction costs and related soft costs of the Public Infrastructure Improvements as itemized in the Budget and for no other purpose. For purposes of clarity, Developer shall not use any portion of the Funds to pay for the purchase of inventory, supplies, furniture, trade fixtures, or any other items of personal property; to establish a working capital fund; or to pay for costs or expenses of the Private Improvements.
- (B) Funding of Change Orders and Cost Overruns to Public Infrastructure Improvements. The parties anticipate that the Funds will only cover a portion of the cost of the Public Infrastructure Improvements. Under no circumstances shall the City be required to provide funds in excess of the Funds for completion of the Project, and the Developer agrees to provide any additional funding required to complete the Project in excess of the Funds. To the extent available, the Funds may be used for Change Orders approved by the City.

## (C) Reserved.

- (D) <u>Granite Curbs</u>. At no expense to Developer and subject to availability within existing City inventory, DOTE will provide granite street curbs for installation by Developer or General Contractor as part of the Public Infrastructure Improvements; provided however, that the City-provided granite curbs shall only be used as exposed curbs. The Developer shall be responsible for all costs and expenses of transportation from City-storage to the Project site and installation of such curbs.
- (E) <u>Street Signage</u>. Subject to the City having adequate capacity, the City will provide Developer or General Contractor with all necessary street signage, either new or previously utilized, required to be installed as part of the Public Infrastructure Improvements. Poles and foundational items for the street signage shall not be provided by the City under this section. Notwithstanding the foregoing, in the event that the City determines that it does not have the capacity and ability to produce the necessary signage, then the Developer shall be responsible for direct procurement of necessary street signage and related poles and foundational items as necessary to complete the Project in accordance with the Final Plans and this Agreement.
- (F) <u>Street Trees</u>. Following completion of the Project but subject to funding availability, the City will provide and plant street trees within the newly installed street wells, at no expense to Developer.
- (G) <u>Parking Meters and/or Kiosks</u>. Following completion of the Project but subject to funding availability, the City will provide and install parking meters and/or parking meter kiosks, at no expense to Developer.
- (H) <u>Street Planters</u>. Following completion of the Project, Developer will provide street planters for the Area. Developer shall seek all necessary City approvals and any revocable street privileges necessary for any such installation.

## 6. <u>Private Improvements</u>.

(A) <u>Costs and Funding of Private Improvements</u>. Developer shall pay for all costs of the Private Improvements using private funds. No Funds shall be utilized on the Private Improvements, and the Developer shall put in place appropriate controls in order to independently track the funding and costs of the Private Improvements and the Public Infrastructure Improvements.

- (B) <u>Timing</u>. Developer shall use its best efforts to coordinate the construction of the Public Infrastructure Improvements and the Private Improvements so as to avoid damage or destruction to the Public Infrastructure Improvements during the course of subsequent construction activities.
- (C) <u>Owner Approval</u>. For all Private Improvements that will occur on properties not owned or controlled by Developer or its affiliates, Developer shall acquire a signed written consent and approval of such property owners to conduct the portions of the Private Improvements that will impact such owner's property. Developer shall provide a copy of such signed written consent and approval to the City upon its request.
- 7. <u>Disbursement of Funds</u>. The City shall disburse the Funds to Developer in accordance with Exhibit F (*Disbursement of Funds*) hereto. At all times during construction of the Project and following completion of the Project, the City shall be deemed to be the owner of the Public Infrastructure Improvements. Notwithstanding anything in this Agreement to the contrary, under no circumstances shall the City be obligated to make disbursements of Funds (i) if any portion of the Public Infrastructure Improvements does not meet the requirements of the City; (ii) except to reimburse Developer for actual costs of constructing the Public Infrastructure Improvements incurred in accordance with the terms herein; or (iii) in excess of the Funds. As described in Section B of Exhibit F, the City agrees to disburse up to \$200,000 in Funds for hard construction costs incurred prior to the Effective Date, as such work will assist in maintaining pedestrian access on Court Street throughout the course of the Project.
- 8. <u>Professional Services Management Agreement.</u> Simultaneous with the execution of this Agreement, the parties agree to execute or have executed the Management Agreement. Pursuant to such Management Agreement, Developer or Developer's affiliates approved by the City will take on certain management and programming services for the City on the Court Street Plaza and will be responsible for undertaking any needed capital repairs needed during the term of the Management Agreement in order to keep the Public Infrastructure Improvements in good condition and repair. Upon execution of the Management Agreement, it is the intent of the City to terminate a certain *Maintenance Agreement for Court Street* executed between the City and The Kroger Company and dated November 15, 1988, which covers maintenance of the Area.

# 9. <u>Applicable Laws and Programs; Fees; Developer Compensation.</u>

- (A) Applicable Laws. Developer shall obtain, pay for, and maintain all necessary permits (including without limitation DOTE right-of-way permits), licenses, and other governmental approvals and shall comply with all applicable federal, state, and local laws, codes, ordinances, judicial orders, and other governmental requirements applicable to the construction of the Project, including without limitation those set forth on <a href="Exhibit G">Exhibit G</a> (Additional Requirements). The City makes no representations or other assurances to Developer that Developer will be able to obtain whatever variances, permits, or other approvals from the City's Department of Buildings and Inspections, DOTE, City Planning Commission, City Council, or any other governmental agency that may be required in connection with the Project.
- (B) <u>Applicability of City Programs and Policies</u>. Notwithstanding anything to the contrary in this Agreement and regardless of applicability under existing law and regulation, the Developer shall comply and shall cause the General Contractor and other contractors to comply with the requirements, as further described in <u>Exhibit G</u>, of the following City programs and policies:
  - (i) The requirements of the Construction Workforce Goals, as defined in Section A of Exhibit G, relating to contracting with minority-owned businesses and women-owned businesses;
  - (ii) As stated above, all bids for the Project shall be solicited in accordance with the City's competitive bidding requirements, and Developer shall comply with the meet and confer meeting requirements, all as more particularly described in Section B of Exhibit G;
  - (iii) the Business Enterprise program, as further described in Section F of Exhibit G; and
  - (iv) Equal Employment Opportunity program, as further described in Section G of Exhibit

G.

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

- (C) <u>Prevailing Wage</u>. Developer shall comply and cause the General Contractor and other contractors to comply with the requirements of the State of Ohio's Prevailing Wage Law, set forth in Ohio Revised Code 4115.03 to 4115.16. To the extent that Developer's contractors are unable to segregate work on the Private Improvements from the Public Infrastructure Improvements, then Developer shall pay the applicable prevailing wage rates on the Private Improvements as if it were a part of the Public Infrastructure Improvements.
- (D) <u>Fees</u>. Developer shall be responsible for payments of all standard fees associated with the Private Improvements.
- (E) <u>Developer Administrative Fee</u>. The City shall have no obligation to pay to Developer additional compensation for the work and services provided under this Agreement, except the disbursement of Funds in accordance with the terms herein and a reasonable administrative fee of \$200,000 dollars, which represents a 3.5% development fee for the anticipated hard costs of the Public Infrastructure Improvements, for Developer oversight and management of the Public Infrastructure Improvements. Such administrative fee shall be set forth in the final Budget as part of the Public Infrastructure Improvements and approved by the City and shall be payable following completion of the Public Infrastructure Improvements.
- (F) <u>Barricade</u>, <u>Street Opening</u>, <u>Meter Closing</u>, <u>and Permit Inspection Fees Payable to DOTE</u>. Notwithstanding anything to the contrary herein, Developer acknowledges that it will be required to obtain barricade, street opening, and/or meter permits when the Project necessitates closing meters and/or opening/closing the adjoining streets or portions thereof. In consideration of the economic and community benefits afforded the City by the Project, the City agrees to waive the portion of such fees for barricade, street opening, meter closing, but not the portion of the fee allocable to DOTE's direct costs for cost of permit issuance and inspections associated with such issued permits.

## 10. <u>Insurance; Indemnity</u>.

- (A) <u>Insurance during Construction</u>. Until such time as all construction work associated with the Project has been completed, Developer shall maintain, or cause to be maintained, the following insurance:
  - (i) Developer shall maintain (i) Commercial General Liability insurance of at least \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming the City as an additional insured, (ii) worker's compensation insurance in such amount as required by law, (iii) all insurance (including the amount of coverage) as may be required by any and all lenders for the Project, and (iv) such other insurance as may be reasonably required by the City;
  - (ii) Developer shall cause the General Contractor, all other prime contractors, and all subcontractors to maintain (i) Commercial General Liability insurance of at least \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming the City and Developer as an additional insured, (ii) unless otherwise waived by the City, proper endorsements to all Commercial General Liability insurance policies required hereunder to ensure that such policies cover defective construction or workmanship by the policy holder and its subcontractors, (iii) builder's risk insurance in the amount

of one-hundred percent (100%) of the value of the improvements constructed under the contract with such policy holder, (iv) worker's compensation insurance in such amount as required by law, (v) all insurance (including the amount of coverage) as may be required by any and all lenders for the Project, and (vi) such other insurance as may be reasonably required by the City; and

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

All insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be cancelled or modified without at least thirty (30) days prior written notice to the City. Within ten days following execution of this Agreement or following execution of the construction contract, as applicable, Developer shall send proof of all such insurance to DCED at 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, Attention: Monitoring and Compliance Division, or such other address as may be specified by the City from time to time.

- (B) <u>Waiver of Subrogation in Favor of City.</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 itself against such loss or damage by maintaining adequate insurance. Developer shall cause its property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.
- (C) <u>General 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 (collectively, "Claims") suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of Developer, its agents, employees, contractors, subcontractors, licensees, invitees, or anyone else acting at the request of Developer in connection with the Project. Developer's indemnification obligations under this paragraph shall survive the termination or expiration of this Agreement with respect to Claims arising prior thereto.
- 11. <u>Casualty; Eminent Domain.</u> If any improvements constructed as part of the Project are damaged or destroyed by fire or other casualty during construction, or if any portion of the improvements constructed as part of the Project are taken by exercise of eminent domain (federal, state, or local), , except in the case of an exercise by the City, Developer shall cause such improvements to be repaired and restored, as expeditiously as possible, and to the extent practicable, to substantially the same condition that existed immediately prior to such occurrence. If available insurance proceeds or other funds received related to a taking are insufficient to fully repair and restore the affected improvements, the City shall not be required to make up the deficiency. Developer shall handle all reconstruction in accordance with the applicable requirements set forth herein, including without limitation obtaining the City's approval of the plans and specifications for the construction of the Project if they deviate from the Final Plans as initially approved by the City hereunder. Developer shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the affected improvements are being repaired or restored.

## 12. <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 to correct such failure within thirty (30) days after their receipt of written notice thereof from the City; or
  - (ii) The dissolution of Developer or the filing of any bankruptcy or insolvency proceedings by or against Developer, the making by Developer of an assignment for the benefit of creditors, the appointment of a receiver (temporary or permanent) for Developer, or the attachment of, levy upon, or seizure by legal process of any property of Developer.
- (B) Remedies. Upon the occurrence of an event of default under this Agreement, the City shall be entitled to (i) terminate this Agreement by giving Developer written notice thereof and, without limitation of its other rights and remedies, and with or without terminating this Agreement, demand that Developer repay to the City all previously disbursed Funds, (ii) take such actions in the way of "self-help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of Developer, and (iii) exercise any and all other rights and remedies available at law or in equity. Developer shall be liable for all costs and damages, including without limitation attorneys' fees, suffered or incurred by the City in connection with administration, enforcement, or termination of this Agreement or as a result of a default of Developer under this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy shall not constitute a waiver of the breach of such covenant or of such remedy. The foregoing shall be in addition to any and all rights and remedies provided for under any other documents executed by Developer in favor of the City in connection with the Project.
- **Notices**. All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by Federal Express, UPS, or other recognized overnight courier, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

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

To Developer:
Cincinnati Center City Development
Corporation
1203 Walnut Street, 4th Floor
Cincinnati, OH 45202

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

- **14.** Representations, Warranties, and Covenants. Developer makes the following representations, warranties and covenants to induce the City to enter into this Agreement:
  - (i) Developer is duly organized and validly existing under the laws of the State of Ohio, has properly filed all certificates and reports required to be filed by it under the laws of the State of Ohio and is not in violation of any laws of the State of Ohio relevant to the transactions contemplated by this Agreement.
  - (ii) Developer has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for therein. This Agreement has by proper action been duly authorized, executed, and delivered by Developer, and all actions necessary have been taken to so that this Agreement, when executed and delivered,

- shall contain valid and binding obligations of Developer.
- (iii) The execution, delivery, and performance by Developer of this Agreement and the consummation of the transactions contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or (if applicable) the organizational documents of Developer, or any mortgage, indenture, contract, agreement, or other undertaking to which Developer is a party or which purports to be binding upon Developer or upon any of its assets, nor is Developer in violation or default of any of the foregoing.
- (iv) There are no actions, suits, proceedings, or governmental investigations pending, or to the knowledge of Developer, threatened against or affecting Developer, at law or in equity or before or by any governmental authority.
- (v) Developer shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute, or governmental proceeding or investigation affecting Developer that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition.
- (vi) The statements made in the documentation provided by Developer to the City that are descriptive of Developer or the Project have been reviewed by Developer and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading.
- (vii) Neither Developer (nor its affiliates) owes any outstanding fines, penalties, judgments, water, or other utility charges or other amounts to the City.

#### 15. 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, administrative, operational, and other reports, records, statements, and information as may be requested by the City pertaining to Developer, the Project, the Public Infrastructure Improvements, the Private Improvements, or this Agreement, including without limitation audited financial statements, bank statements, income tax returns, and such reports and information as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (collectively, "Records and Reports"). All Records and Reports compiled by Developer and furnished to the City shall be in such form as the City may from time to time require. Developer shall retain all Records and Reports for a period of three (3) years after the expiration or termination of this Agreement.
- (B) <u>City's Right to Inspect and Audit</u>. During construction of the Project and for a period of three years thereafter, Developer shall permit the City, its employees, agents, and auditors to have reasonable access to and to inspect and audit Developer's Records and Reports. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Developer to the City, Developer shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

# 16. **General Provisions**.

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

#### withheld.

- (B) <u>Entire Agreement; Conflicting Provisions</u>. This Agreement (including the exhibits hereto) and the other agreements referred to herein contain the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof. In the event that any of the provisions of this Agreement purporting to describe specific provisions of other agreements are in conflict with the specific provisions of such other agreements, the provisions of such other agreements shall control. In the event that any of the provisions of this Agreement are in conflict or are inconsistent, the provision determined by the City to provide the greatest legal and practical safeguards with respect to the use of the Funds and the City's interests in connection with this Agreement shall control.
- (C) <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 permitted 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) <u>No Recording</u>. This Agreement shall not be recorded in the Hamilton County Recorder's office.
- (I) <u>Time</u>. Time is of the essence with respect to Developer's performance of its obligations under this Agreement.
- (J) Recognition of City Assistance. Developer shall acknowledge the financial support of the City with respect to the Project in all printed promotional materials (including but not limited to informational releases, pamphlets and brochures, construction signs, project and identification signage, and stationary) and any publicity (such as but not limited to materials appearing on the Internet, television, cable television, radio, or in the press or any other printed media) relating to the Project. In identifying the City as a funding source for the Public Infrastructure Improvements, Developer shall use either the phrase "Funded by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.
- (K) <u>No Third-Party Beneficiaries</u>. The parties hereby agree that no third-party beneficiary rights are intended to be created by this Agreement.
- (L) <u>No Brokers</u>. The parties represent that they have not dealt with a real estate broker, salesperson, or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Agreement.

- (M) Official Capacity. All representations, warranties, covenants, agreements, and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements, or obligations shall be deemed to be a representation, warranty, covenant, agreement, or obligation of any present or future officer, agent, employee, or attorney of the City in other than his or her official capacity.
- (N) <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.
- (O) <u>Contingency for Legislative Authorization from City Council</u>. Notwithstanding anything to the contrary in this Agreement, the City shall not be in breach of this Agreement if for any reason City Council does not pass any and all additional ordinances as may be necessary for the City to carry out the terms of this Agreement.
- (P) <u>Administrative Actions</u>. To the extent permitted by applicable laws, all actions taken or to be taken by the City under this Agreement may be taken by administrative action and shall not require legislative action of the City beyond the legislative action authorizing the execution of this Agreement and the funding hereunder.
- **17. Exhibits.** The following exhibits are attached to this Agreement and made a part hereof:

Exhibit A - Site Plan

Exhibit B – Description of Private Improvements

Exhibit C – Description of Public Infrastructure Improvements

Exhibit D – Professional Services Management Agreement

Exhibit E - Project Budget

Exhibit F – Disbursement of Funds

Exhibit G – Additional Requirements

SIGNATURE PAGE FOLLOWS

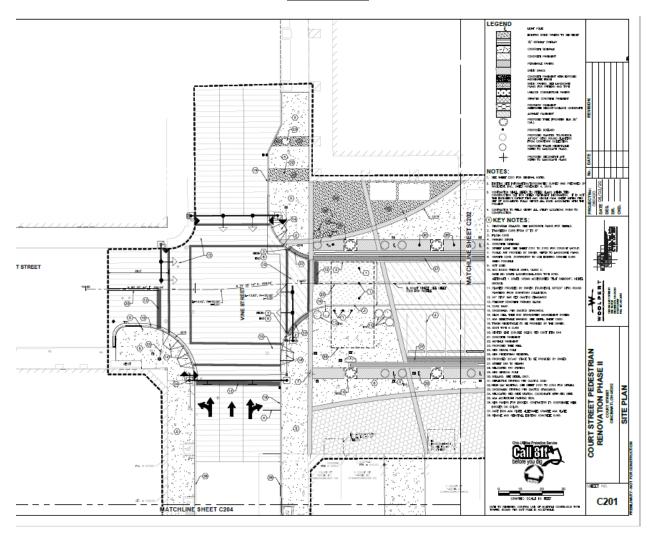
The parties have executed this Agreement on the dates indicated below, effective as of the later of such dates (the "Effective Date").

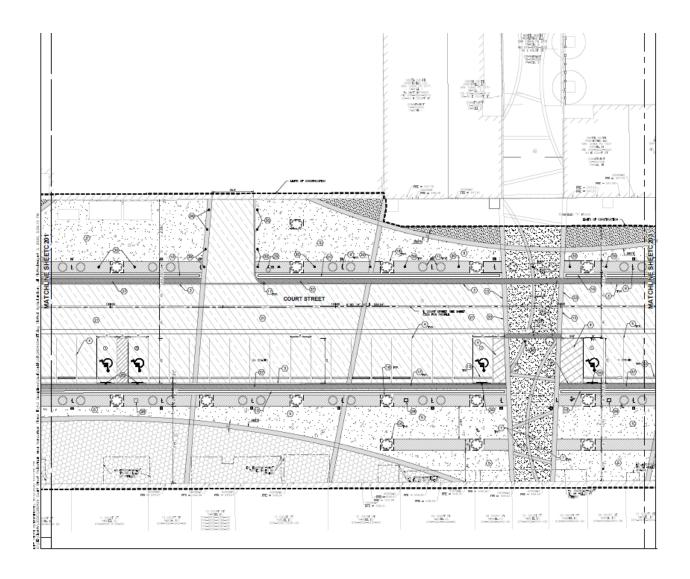
CITY OF CINCINNATI	OTR HOLDINGS, INC.			
By: Paula Boggs Muething, Interim City Manager	By:			
	Printed name:			
Date:	Title:			
RECOMMENDED BY:	Date:			
John S. Brazina, Director Department of Transportation and Engineering				
RECOMMENDED BY:				
Markiea Carter, Interim Director Department of Community and Economic Developme	ent			
APPROVED BY:				
Jennifer Mackenzie, Interim Director Department of Economic Inclusion				
APPROVED BY CITY PURCHASING:				
Bobbi K. Hageman, Chief Procurement Officer				
APPROVED AS TO FORM BY:				
Assistant City Solicitor				
Certified Date: Fund/Code: Amount:				
D. a				

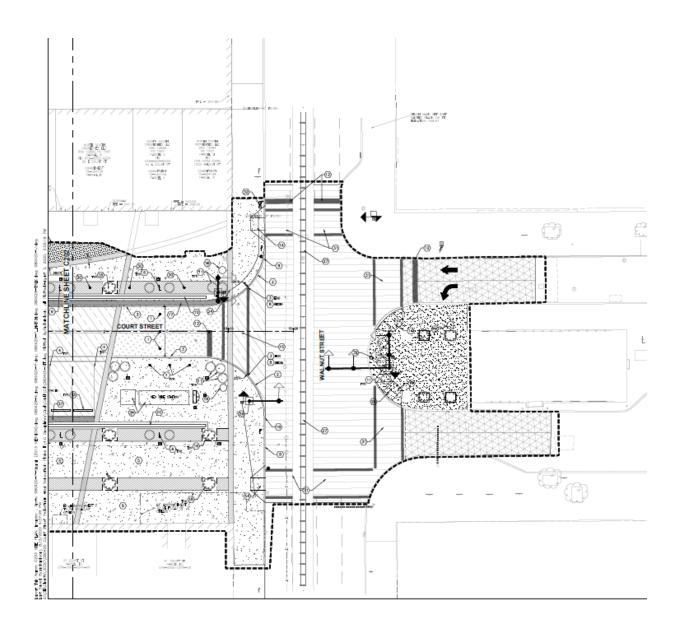
Karen Alder, Interim City Finance Director

# <u>EXHIBIT A</u> to Public Infrastructure Funding Agreement

# SITE PLAN







#### **EXHIBIT B**

# to Public Infrastructure Funding Agreement

# **DESCRIPTION OF PRIVATE IMPROVEMENTS**

The following descriptions is preliminary description for informational purposes; such designs describing the Private Improvements set forth in the Final Plans shall control.

The Private Improvements will include the following:

- Private Encroachments The Developer will conduct work related to filling and sealing or rehabilitating to current building code standards all existing private encroachments onto the Court Street public right-of-way in the Project area, including all sidewalk vaults, former coal chutes, etc. Developer will conduct such work on properties owned or controlled by Developer and its affiliates and, with written approval and consent from such owners, on properties owned or controlled by third parties.
- Electric Infrastructure The Developer will replace subsurface electrical conduit as necessary to
  ensure continued provision of electrical service to applicable properties and allow for future
  upgrades to electrical infrastructure that will support redevelopment of properties.
- Communications Infrastructure Contingent upon resolution of outstanding issues with the utility provider, the Developer may install or upgrade communications infrastructure for applicable properties.

# **EXHIBIT C**

# to Public Infrastructure Funding Agreement

# <u>DESCRIPTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS</u>

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

# **Public Infrastructure Description:**

The Public Infrastructure Improvements will include the following:

- Roadway The road surface of Court Street will be paved and furnished with pavement markings, incorporated into the plaza area described herein, and will provide for approximately 28 metered parking spaces.
- Plaza A pedestrian plaza made of a concrete walk or pavers, or mix of the two, shall be built between the properties boarding the Court Street right-of-way on the North and South, including open space for pedestrian traffic adjacent to such bordering properties.
- Curbs Granite curbs will be exposed at the Vine Street and Walnut Street ends of the project.
   Concrete curb, flush with adjacent surfaces, may be installed between the intersections.
- Brick Pavers Brick pavers may be installed in the plaza area.
- Street Lighting Installation of new street light poles (approx. 40' in height), electrical infrastructure, and lights.
- Pedestrian Lighting Installation of new pedestrian level light poles (approx. 15' in height), electrical infrastructure, and lights.
- Trees Installation of new trees
- Tree Grates and Wells New street tree wells and tree grates will be installed.
- Parking Meters

   Poles and foundations to support parking meters and parking meter kiosks will be installed.
- Street Signage Installation of poles and foundations for street signage and installation or reinstallation of City-provided street signage for pedestrian and vehicular traffic.
- Wayfinding and Placemaking Signage Installation of poles and foundations for signage installations for directing and informing plaza users.
- Intersection Signals Modifications to existing signals for the intersections of Court Street and Vine Street, as well as Court Street and Walnut Street.
- Drainage Installation of new drainage structures and conduit connecting to existing sewer infrastructure.
- Electric Infrastructure Installation of new subsurface electric infrastructure, including pull boxes and connecting conduit for event use. \*\* Duke Energy may not allow Developer to install such public infrastructure from the right-of-way to the pull boxes, in which case, Developer have no liability to the City to complete such installation. The final scope of work shall be approved by the City.

# <u>EXHIBIT D</u> to Public Infrastructure Funding Agreement

# PROFESSIONAL SERVICES MANAGEMENT AGREEMENT

Contract No:
PROFESSIONAL SERVICES MANAGEMENT AGREEMENT
(Engagement of [] to manage Court Street Plaza)
THIS PROFESSIONAL SERVICES MANAGEMENT AGREEMENT (" <b>Agreement</b> ") is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the <b>CITY OF CINCINNATI</b> , an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, OH 45202 (the " <b>City</b> "), and [], an Ohio limited liability company, the address of which is 1203 Walnut Street, 4 <sup>th</sup> floor, Cincinnati, OH 45202 (" <b>Manager</b> "; being a wholly-owned subsidiary of Cincinnati Center City Development Corporation, an Ohio nonprofit corporation " <b>3CDC</b> ").
RECITALS:
A. The City owns certain real property consisting of a public plaza and right-of-way in downtown Cincinnati on Court Street, as further described and depicted in the attached <a href="Exhibit A">Exhibit A</a> (Description and Depiction of Court Street Plaza) ("Court Street Plaza").
B. The City and OTR Holdings, Inc., a subsidiary of 3CDC, previously executed that certain <i>Public Infrastructure Funding Agreement</i> , dated October [] (the "Funding Agreement"), which provided for redevelopment of the Court Street streetscape and creation of the Court Street Plaza.
C. Court Street Plaza is intended to be a functional civic space that will generate economic activity and other benefits for the City and its citizens, and the City, through this Agreement, seeks to secure high quality management services for Court Street Plaza in order to ensure that the area is a safe and attractive space for use by citizens and visitors.
D. Manager acknowledges that its actions at all times during performance of this Agreement must conform with the level of responsibility and respect merited for the manager of a civic space, and the Manager must honor and protect the public's fundamental rights to such space.
E. Pursuant to this Agreement, the City is engaging Manager to manage and oversee certain operations of Court Street Plaza throughout the Term (as defined below) of this Agreement, and the parties acknowledge that the Services (as defined below) are considered "professional services" (as defined in Cincinnati Municipal Code ("CMC") 321-1-P) and require exercise by Manager of discretion and independent judgment to perform the Services and an advanced specialized expertise acquired by Manager and its affiliates through management of other similar civic spaces throughout the City, such as Fountain Square.
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:
1. MANAGER ACKNOWLEDGEMENT. Manager acknowledges that Court Street Plaza intended to be a functional civic space that will generate economic activity and other benefits for the City and its citizens. Manager's actions at all times must conform with the level of responsibility and respect merited for the manager of a civic space, and the Manager must honor and protect the public's fundamental rights to such space. The parties acknowledge that Court Street Plaza is a public forum that is open and available to all members of the public pursuant to the United States and Ohio constitutions. Notwithstanding anything

herein to the contrary, the Manager shall maintain Court Street Plaza as a public forum and shall comply with all direction provided by the City regarding necessary action to comply with requirements that attach to such public forums.

#### 2. TERM; RENEWAL OPTIONS; SCOPE.

- (a) <u>Term.</u> The term ("**Term**") of this Agreement shall commence on the Effective Date and, unless otherwise terminated in accordance with the terms herein, shall expire on the **December 31, 2026** (the "**Expiration Date**"), subject to extension in accordance with Section 2(b) below.
- (b) <u>Renewal Options</u>. Effective upon written mutual agreement of the City and Manager, the Term of this Agreement may be extended for two (2) consecutive renewal periods of five (5) years each. For clarity, in order for a renewal option to be effective both parties must mutually agree to such extension in writing for each individual renewal option. As used herein, the "**Term**" of this Agreement means the initial Term plus any applicable renewal periods, and the "**Expiration Date**" shall refer to the date at the end of the initial Term plus any applicable renewal periods.
- (c) Operation of Court Street Plaza Following Expiration of this Agreement. In the event that (i) the Expiration Date has occurred and (ii) the City has not identified another acceptable manager for Court Street Plaza and has determined to not manage Court Street Plaza itself, then the City may, in its complete and sole discretion and at any time either before the Expiration Date or after, provide written notice to Manager offering to extend the Term of this Agreement on a rolling month-to-month basis. Upon receipt of such written notice from the City, the Manager shall have fifteen (15) days to respond either accepting the City's offer for extension or denying the City's offer for extension. At any time during any such month-to-month extension of the Term, the City may provide at least 30 days' written notice to the Manager of termination, and the Term shall then end 30 days following the City provided such notice.
- (d) <u>Scope</u>. For the avoidance of doubt, and notwithstanding anything in this Agreement to the contrary, the following shall apply to the scope of the Manager's engagement hereunder:
  - (i) <u>Parking Facilities</u>. Nothing herein is intended as granting the Manager any interest, rights, duties, or responsibilities in relation to any and all City-owned parking facilities or assets (including public parking meters, kiosks, etc.) located in or around the Court Street Plaza, and the City shall at all times maintain complete discretion and control to operate and utilize any such parking facilities and assets in its absolute and sole discretion.
  - (ii) Properties Adjacent to the Court Street Plaza. The City has made a legislative declaration that the City-owned right-of-way that comprises a portion of the Court Street Plaza and that is intended for pedestrian use is considered a public plaza and not a "sidewalk" under CMC Sec. 721-1-S; therefore, property owners of the adjacent properties are not responsible for maintenance of this area pursuant to current applicable law. As such, the scope of this Agreement and Manager's obligations for the Services (as defined below) shall cover the full scope of the right-of-way property that comprises the Court Street Plaza, up to the property lines of adjacent properties.
  - (iii) Roadway. The roadway portion of the Court Street Plaza is intended as a festival street that will primarily function as a roadway for vehicular use; however, from time to time, as further described herein, Manager may request that the City close such roadway to vehicles for the purpose of hosting events on the Court Street Plaza. For clarity, the City shall at all times maintain complete discretion and control of the roadway and use of such roadway, and the Manager shall comply with City direction regarding use of such roadway.

## 3. DUTIES.

- (a) <u>Duties</u>. Manager shall perform its obligations under this Agreement with a reasonable standard of care and diligence, using its efforts, skill, and judgment to further the interests of the City and its citizens. Manager shall provide the City with the following management and oversight services for the Court Street Plaza (collectively, the "**Services**"):
  - (i) <u>Promotion and Marketing</u>: Manager shall engage in promotion and marketing of Court Street Plaza with an aim to increase public utility and enjoyment of Court Street Plaza and increased economic activity for the surrounding businesses.
  - (ii) Programming and Activation: Manager shall provide and manage regular programming and activities on Court Street Plaza, such as concerts and other events, that are open to the public and create a fun, safe, and active public space. Manager's duties shall include provision of tables and chairs for outdoor dining throughout the Court Street Plaza.
  - (iii) Event Coordination, Permitting, and Oversight: Manager shall oversee and manage the coordination and permitting of third-party events, vendors, and all other activities requiring permits on Court Street Plaza, all in accordance with applicable law and regulation and rules and regulations promulgated from time to time by the City Manager. The City shall provide any rules and regulations promulgated by the City Manager to Manager. The parties agree to work in collaboration to develop mutually agreeable protocols for (i) Manager-organized events on Court Street Plaza; (ii) City-organized events on Court Street Plaza; (iii) for intake, review, and issuance of permits by Manager to third-parties to host events on Court Street Plaza; (iv) for closure of parking spaces as needed to host events on Court Street Plaza; (vi) fees for hosting events on Court Street Plaza; and (vii) vendors use of Court Street Plaza. Such protocols, once developed, shall be incorporated into this Agreement through a mutually executed amendment.

Manager shall manage intake, review, and approval of all third-party permits. Notwithstanding anything herein to the contrary, prior to issuing any denial or revocation of a permit for use of Court Street Plaza, Manager shall (i) inform the City Manager's Office and the City Solicitor's Office of such proposed denial or revocation and (ii) follow any direction provided by the City Manager's Office or the City Solicitor's Office regarding such permit.

- (iv) Security: Manager shall work with the City and other applicable parties (including adjacent property owners and event permittees) to develop reasonable and appropriate protocols and requirements for the provision of security personnel for Court Street Plaza (including for events), such protocols and requirements to ultimately be determined by Manager in its reasonable but sole discretion, and update such protocols and requirements from time to time, as necessary. Manager shall oversee implementation of and compliance with such security protocols and requirements. Notwithstanding the foregoing, permit holders shall be responsible for providing the security required by taking out such permit.
- (v) <u>Landscaping</u>: Manager shall provide landscaping services to keep all landscaping on Court Street Plaza in good, presentable condition, including care and maintenance of any planters installed as part of the Project.
- (vi) <u>Maintenance, Care, and Cleaning</u>: Manager shall provide for day-to-day maintenance, care, and cleaning of Court Street Plaza, including but not limited to the following services: (i) litter, trash, and debris removal; (ii) light bulb replacement; (iii) granite and

other surface cleaning; (iv) leaf, snow, and ice removal (provided however, the City shall still be responsible for plowing snow from the roadway); (v) vector control; (vi) care and maintenance of all public improvements and amenities on Court Street Plaza (including lighting and the water fountain and hose bib); and (vii) all other activities, including minor repairs, necessary to keep Court Street Plaza in a clean, safe, and attractive condition and to prevent degradation of public improvements on Court Street Plaza.

- (vii) <u>Capital Repairs and Improvements</u>. The Manager shall contract for and provide construction oversight and management services for the completion of any capital repairs or improvements agreed to by the parties, in accordance with the process set forth below in Section 6.
- 4. <u>COMPENSATION FOR SERVICES</u>. The City shall not be required to pay to Manager any fees for provision of the Services under this Agreement or, except as explicitly set forth below in Section 5, reimburse Manger for the costs and expenses of providing the Services; provided however, the parties acknowledge that Manager will seek to offset the costs and expenses of providing the Services through: (i) sponsorship and fundraising, as further explained in Section 8 below; (ii) collection of fees and other revenues arising from operation of Court Street Plaza pursuant to protocols developed under Section 3(a)(iii) above; (iii) operation of informational kiosks and large format signs, as more particularly set forth in certain other agreements between the City and 3CDC or a subsidiary of 3CDC detailing the terms and conditions of the operation of such kiosks and signs; and (iv) such other agreements that may from time to time be entered into between the City and Manager, 3CDC, or other 3CDC subsidiary.

## 5. EXPENSES; REVENUES.

- (a) <u>Manager Expenses</u>. Except as specifically provided below in Section 5(b), Manager shall be responsible for paying for all costs and expenses related to provision of the Services, including but not limited to water usage on the Court Street Plaza and expenses associated with maintaining the water fountain and hose bib, and the City shall have no liability for such expenses unless explicitly stated herein.
- (b) <u>City Expenses</u>. Subject to approval of any necessary legislative appropriation, the City agrees to be responsible for the following expenses and in the following amounts:
  - (i) Actual electrical utility expenses for Court Street Plaza, <u>excluding explicitly</u> electrical expenses for events held on Court Street Plaza, which shall be separately metered or tracked and an expense of Manager;
  - (ii) Any extraordinary costs or expense incurred in connection with Services or otherwise performed by Manager that were approved by the City in writing prior to such performance; and
  - (iii) Any costs and expenses in the Annual Operating Budget (as defined below) and explicitly authorized as a City expenditure by the City in writing.
- (c) <u>City Payment</u>. For any expenses set forth in Section 5(b), the City and Manager shall enter into a Funding Letter Agreement in substantially the same form as that attached as <u>Exhibit B</u> ("**Funding Letter Agreement**").
- (d) Revenues. Manager shall maintain records of all revenue received from the operation of Court Street Plaza (including revenue arising from sponsorship agreements and fundraising and including any funds received by Operator from the City pursuant to Section 5(c)), which shall be included in Manager's Annual Operating Report (as defined below). Manager shall utilize all such revenue derived from Court Street Plaza to offset the costs and expenses of providing the Services. Any excess revenue generated in a

single year shall be utilized for operational or capital expenses in a subsequent year or as otherwise approved by the City Manager in writing for the benefit of Court Street Plaza. At the end of the Term, any excess cash held by the Manager shall be transferred to the City.

## CAPITAL REPAIRS AND IMPROVEMENTS; EQUIPMENT & FIXTURES; CONTRACTING.

- (a) <u>Capital Repairs and Improvements</u>. During the Term, capital repairs and improvements to the Court Street Plaza shall be handled and funded as follows:
  - (i) <u>Capital Repairs to Public Infrastructure Improvements:</u> The Manager shall be responsible for undertaking and funding any necessary material capital repairs to the Public Infrastructure Improvements on Court Street Plaza that are required to (i) maintain or restore the improvements on the Court Street Plaza to the condition of those improvements at the completion of the Project or to (ii) remedy any construction defects arising from or caused by construction of the Project. Manager's obligation to make such capital repairs shall only exist during the Term of this Agreement.
  - (ii) Additional Capital Improvements in Excess of Public Infrastructure Improvements:

From time to time the City may request that the Manager undertake, contract for, and oversee certain additional capital improvements to the Court Street Plaza beyond those Public Infrastructure Improvements completed as part of the Project, and the Manager may either accept or reject such request. Notwithstanding the forgoing, the City at all times during the Term of this Agreement retains the ability to perform or undertake any capital improvements that it deems appropriate, in the City's complete and absolute discretion and with or without Manager agreement, but only after giving Manager prior notice and an opportunity to perform such improvements.

Manager may also from time to time recommend to the City certain additional capital improvements to the Court Street Plaza. The City may, in its complete and absolute discretion approve (unless Manager is not requesting funds from the City in which case the City's approval shall not be unreasonably withheld, conditioned, or delayed) such recommended capital improvements by providing written authorization to Manager to undertake, contract for, and oversee such capital project in accordance with the terms herein.

Funding of the costs and expenses of any such capital project described in this subsection (ii) shall be agreed upon by the parties in writing prior to commencement of such project.

(iii) Prior Written City Authorization for all Material Capital Repairs or Improvements:

The Manager shall not undertake any material capital repairs or improvements to the Court Street Plaza without prior written authorization from the City.

(b) <u>Equipment and Fixtures</u>. Manager shall be solely responsible for all costs and expenses related to any equipment or other personal property now owned or subsequently acquired by Manager and utilized for provision of the Services. If Manager installs any fixtures on the Court Street Plaza during the Term and in accordance with the terms herein, then title to any such fixture shall vest in the City upon installation.

- (c) <u>Subcontracting with Third Parties</u>. Manager may subcontract to third parties in order to deliver the Services; however, any such subcontracting shall be completed in compliance with all applicable City requirements and Manager shall still remain as the obligor for providing such Services. All third-party contracts shall, unless otherwise approved by the City, be memorialized in a written agreement, have no more than a 12-month term, include a 30-day at-will and without cause termination provision, and require commercially reasonable insurance. The Manager shall comply with the procurement procedures attached as Exhibit C.
- (d) Small Business Program and Equal Employment Opportunity Program. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises ("SBEs"). Pursuant to Chapter 323 of the CMC, the City's annual goal for SBE participation shall be thirty (30%) percent of the City's total dollars spent for construction, supplies, services, and professional services (as such terms are defined therein). Accordingly, Manager shall use its best efforts and take affirmative steps to achieve the City's goal of voluntarily meeting thirty (30%) percent SBE participation. A list of SBEs, and additional information about the City's SBE Program, may be obtained from the City's Department of Economic Inclusion, Two Centennial Plaza, 805 Central Avenue, Suite 222, Cincinnati, Ohio 45202. Manager may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. Manager 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. Manager 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, Manager shall require the prime contractor (if different from Manager) to take the above affirmative steps.
  - (v) Prior to the commencement of work under any subcontracts, Manager 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. Manager shall update the report monthly.
  - (vi) Manager 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.

Failure of Manager 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 Manager 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.

- (e) <u>Equal Employment Opportunity Program</u>. This Agreement is subject to and hereby incorporates the provisions of the Equal Employment Opportunity Program set forth in CMC Chapter 325 (including, without limitation, CMC Section 325-9). Details concerning the City's Equal Employment Opportunity Program can be obtained from the City's Department of Economic Inclusion.
- (f) <u>Living Wage</u>. This Agreement is subject to and hereby incorporates the provisions of CMC Chapter 317. Such provisions require that, unless specific exemptions apply or a waiver is granted, all covered employers (as such term is defined in CMC Section 317-1-C3) under service contracts shall provide payment of a minimum wage to employees at rates no less than those listed within CMC Section 317-3. Such rates shall be adjusted annually pursuant to the terms of the CMC. Pursuant to the provisions of CMC

Chapter 317, the City shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies in the event of violations of the provisions of CMC Chapter 317.

(g) <u>Prevailing Wage</u>. Before undertaking any new construction, reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a permanent improvement on Court Street Plaza where the total project costs is in excess of \$20,000, the Manager shall provide notice to the City of such intent and shall have received a prevailing wage determination from the City prior to contracting for and commencing such project. Notwithstanding anything herein to the contrary, the Manager shall at all times comply with applicable local, state, and federal prevailing wage laws and requirements during performance of its obligations under this Agreement.

## 7. REPORTING; AUDIT RIGHTS.

- (a) Annual Operating Report. Within 60 days of the end of each calendar year, Manager shall deliver an annual operating report ("Annual Operating Report") to the City containing the following information:
  - (i) Annual Operating Budget Detailing expected revenues and expenditures for the upcoming year;
  - (ii) Prior Year Financial Report Detailing revenues and expenditures for the previous year and any reserves or cash-on-hand at the end of the year;
  - (iii) Inspection Report Detailing an internally generated engineering and building system inspection report on the status of the physical conditions of improvements to Court Street Plaza:
  - (iv) Attendance Report Detailing approximate attendance for events on Court Street Plaza in the previous year; and
  - (v) Such additional information that the City may reasonably request from time to time.
- (b) <u>Financial Statements</u>. By no later than June 30 of each year, Manager shall provide the City with audited financial statements detailing income and expenses for provision of the Services for the previous year, prepared by an independent certified public accountant utilizing generally accepted accounting principles, which statements may be included as a schedule to 3CDC's consolidated financial statements.
- (c) <u>Third Party Contracts</u>. Upon request by the City, the Manager shall provide to the City copies of all contracts entered into with third parties that relate or pertain to this Agreement or the Services.
- (d) Records; Audit Rights. Manager shall collect, maintain, and furnish to the City from time to time such other accounting, financial, business, administrative, operational and other reports, records, statements and information as may be requested by the City pertaining to Manager, Court Street Pla, this Agreement, or the Services, including without limitation bank statements, loan statements, income tax returns, and such other 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 (all reports, records, statements and other information furnished by Manager under this paragraph (d) being referred to herein collectively as "Records and Reports"). All Records and Reports compiled by Manager and furnished to the City shall be in such form as the City may from time to time require. During the Term, Manager shall permit the City and its designees and auditors to have access to and to inspect and audit Manager's Records and Reports. If the City's inspection or audit reveals a material discrepancy with information previously provided by Manager, Manager shall reimburse the City for the City's out-of-pocket costs associated with such inspection or audit, and the parties shall work cooperatively to resolve such discrepancy. Manager shall

maintain all Records and Reports throughout the Term and for a period of at minimum three (3) years following the end of the Term.

- (e) <u>Public Records</u>. During the Term, Manager shall promptly provide to the City any and all records requested by the City that the City determines are reasonably required in order to comply with the City's obligations under the Ohio Public Records Act.
- (f) Reporting of Accidents and Other Significant Occurrences. Manager shall keep the City informed of all reported accidents and other significant, unanticipated occurrences at or otherwise affecting Court Street Plaza that involve public health or safety issues or that could lead to negative publicity. Manager shall notify the City Manager's Office within 48 hours of assaults, robberies or the like. For all incidents for which a police report is filed, Manager shall promptly obtain a copy of the police report and promptly provide a copy of it to the City Manager's Office.

# 8. SCOPE OF AUTHORITY; FUNDRAISING; SIGNAGE.

- (a) Relationship. The parties agree that the Manager is intended as an independent contractor of the City, and Manager and its contractors and staff shall not be considered employees of the City. Manager shall not have the authority to enter into any contract or agreement in the name of, or to exercise any rights or make any decision on behalf of the City, without the prior written approval of the City.
- (b) <u>Sponsorship and Fundraising</u>. The City acknowledges that Manager or 3CDC may solicit sponsorships for its activities on the Court Street Plaza and may otherwise pursue fundraising to help off-set the costs of provision of the Services. Manager or 3CDC may only utilize funds raised pursuant to such solicitations and fundraising for the costs and expenses of providing the Services and improvements to Court Street Plaza and for no other purpose. The City acknowledges and agrees that Manager or 3CDC may enter into all agreements that are necessary and appropriate to secure such sponsorships and fundraising; however, unless otherwise agreed to by the City in writing, any such agreements shall not be binding on the City in the event of termination of the Management Agreement.
- (c) <u>Signage and Displays on Court Street Plaza.</u> The City reserves the right to post signage or install other displays on Court Street Plaza to disseminate messages or information of public interest and concern and in furtherance of valid public purposes. The City and Manager agree to work together in good faith on the installation and location for any such signage or displays.

Notwithstanding anything in this Agreement to the contrary, Manager shall not permit signage related to sponsorship to be posted on Court Street Plaza that contains any content that (a) promotes candidates, issues, or causes of an ideological or political nature; (b) is discriminatory in nature; (c) contains obscene or pornographic material; (d) promotes tobacco products; (e) promotes or advertises adult bookstores, adult cinemas or adult live entertainment venues, such as strip clubs or gentlemen's clubs; (f) supports or opposes a religion, denomination, or religious creed, tenet, or belief; or (g) advertises the sale of firearms or firearm ammunition.

Any signage related to sponsorships shall contained text identifying such signage as signage arising from a sponsorship.

#### 9. INSURANCE.

- (a) <u>Type of Insurance</u>. Throughout the Term of this Agreement, Manager shall carry and maintain or cause to be carried and maintained the following insurance:
  - (i) Worker's compensation insurance as required by law;

- (ii) Automobile liability insurance with a per accident limit of not less than \$1,000,000 per accident and covering all owned, non-owned, hired, and permissive use vehicles; and
- (iii) Commercial general liability insurance in the amount of not less than \$5,000,000 per occurrence, combined single limit, \$5,000,000 aggregate.
- (b) Policy Requirements. Manager's insurance policies shall (i) be written in standard form by insurance companies authorized to do business in Ohio and having an A.M. Best rating of A VII or better, (ii) provide that they may not be canceled or modified without at least thirty (30) days prior written notice to the City, and (iii) be primary and non-contributory with respect to insurance maintained by the City. On or about the Effective Date, and annually thereafter with the Annual Operating Report, Manager shall provide the City with certificates of insurance evidencing the insurance required to be maintained by Manager hereunder. Insurance policies maintained by Manager under subparagraphs 9(a)(ii) and (a)(iii) above shall name the City as an additional insured. Manager agrees that in the event that the actual insured amounts for any herein required insurance policies are higher than the amounts required under this Agreement, that the City shall be entitled to the full extent of proceeds available under such polices and shall not be in limited by the herein described minimum limits.
- (c) <u>Subcontractors</u>. Manager shall require all subcontractors doing work at Court Street Plaza to have commercial general liability insurance coverage, at the subcontractor's expense, in sufficient amounts to protect the interests of Manager and the City. Manager shall obtain and keep on file a certificate of insurance evidencing that each subcontractor is so insured and naming Manager and the City as additional insureds.
- (d) <u>Waiver of Subrogation</u>. Manager hereby waives all claims and rights of recovery, and on behalf of Manager'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 Manager, 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 Manager shall at all times protect itself against such loss or damage by maintaining adequate insurance. Manager shall cause its insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.
- 10. INDEMNIFICATION. The City assumes no responsibility for any acts, errors or omissions of Manager or any employee, agent, representative or any other person acting for or on behalf of Manager. Manager shall defend, indemnify and hold the City, its employees, agents, contractors and subcontractors ("Indemnified Parties") harmless from and against all costs (including without limitation attorneys' fees and other legal costs), losses, claims, demands, actions, suits, judgments, claims for relief, damages and liability suffered or incurred by or asserted against the Indemnified Parties or any one or more of them as a result of or arising from the acts of Manager, its agents, employees, licensees, invitees, contractors, subcontractors or anyone else acting at the request of Manager in connection with the Services or Court Street Plaza, or in connection with any breach by Manager under this Agreement, or in connection with any employment matter arising between Manager and its employees. Manager's indemnification obligations under this section shall survive the expiration or termination of this Agreement.

# 11. <u>DEFAULT; REMEDIES; TERMINATION FOR CONVENIENCE</u>.

- (a) <u>Default</u>. Each of the following shall constitute an event of default by Manager under this Agreement:
  - (i) If Manager fails to perform or observe any of the covenants, terms or conditions contained in this Agreement, and such failure continues for longer than thirty (30) days after Manager receives written notice thereof from the City; provided, however, that if such failure is not reasonably susceptible of being cured within such thirty (30) day period, an event of default shall not be deemed to have

occurred if Manager commences to cure such failure within such thirty (30) day period and thereafter diligently pursues such cure to completion and, in fact, cures such failure within ninety (90) days after Manager receives written notice of the default from the City. The foregoing notwithstanding, if the failure 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 Manager fails to take corrective action immediately upon discovering such dangerous condition or emergency; and

- (ii) The commencement of levy, execution or attachment proceedings against Manager, any principal (which shall be defined as any individual or entity having an ownership interest in Manager of more than 25%) or partner of Manager, 3CDC, or any of the assets of Manager, or the application for or appointment of a liquidator, receiver, custodian, sequester, conservator, trustee, or other similar judicial officer; or the insolvency in the bankruptcy or equity sense, of Manager or any principal or partner of Manager; or the assignment for the benefit of creditors, or the admission in writing of an inability to pay debts generally as they become due, or the ordering of the winding-up or liquidation of the affairs of Manager or any principal or partner of Manager; or the commencement of a case by or against Manager or any principal or partner of Manager under any insolvency, bankruptcy, creditor adjustment, debtor rehabilitation or similar laws, state or federal, or the determination by any of them to request relief under any insolvency, bankruptcy, creditor adjustment, debtor rehabilitation or similar proceeding, state or federal, including, without limitation, the consent by any of them to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequester or similar official for it or for any of its respective property or assets (unless, in the case of involuntary proceedings, the same shall be dismissed within ninety (90) days after institution).
- Remedies. Upon the occurrence of an event of default that continues beyond the applicable notice and cure period (if any) provided for in Section 11(a) above, the City shall be entitled to (i) immediately terminate this Agreement by giving Manager written notice thereof, (ii) take such actions in the way of "self-help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of Manager, and (iii) exercise any and all other rights and remedies under this Agreement or available at law or in equity, including without limitation pursuing an action for specific performance; all such rights and remedies being cumulative. Manager 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 Manager under this Agreement or the City's enforcement or termination of this Agreement. Manager shall pay all such costs and damages within thirty (30) days after receiving documentation from the City of the amount due. 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. Nothing contained in this Agreement shall limit or prejudice the right of a party to prove for and obtain as damages incident to a termination of this Agreement in any bankruptcy, reorganization or other court proceedings, the maximum amount allowed by any statute or rule of law in effect when such damages are to be proved.
- (c) <u>Termination for Convenience</u>. At any time during the Term, the City may provide written notice to Manager that the City is exercising its right to terminate this Agreement for convenience pursuant to this Section 11(c); provided however, any such termination for convenience shall not be effective until at minimum two years from the date that the City provides such notice of termination to Manager.
- 12. ASSIGNMENT. Manager shall not assign its rights under this Agreement nor delegate its obligations hereunder without the prior written consent of the City. Manager acknowledges that the City is entering into this Agreement because of the City's confidence that Manager has the financial backing, business experience and community support that are necessary to properly operate Court Street Plaza in accordance with the provisions of this Agreement throughout the entire Term. Manager acknowledges that the City shall not be expected to consent to a proposed assignment by Manager of its interests under this Agreement to any person or entity in whom the City does not have similar confidence. Any attempt by Manager to assign or otherwise transfer its interests under this Agreement to a third party without the City's

prior written consent shall be null and void and shall, at the option of the City, constitute a default of Manager under this Agreement. The foregoing notwithstanding, if Manager transfers its interests under this Agreement to an Affiliate (as defined below), such transfer shall not constitute a prohibited assignment for purposes of this section. As used in the preceding sentence, an "Affiliate" of Manager means an entity that is 100% owned and controlled by 3CDC, either directly or through another subsidiary entity that is also 100% owned and controlled by 3CDC. Manager shall not assign its interests to an Affiliate under this Agreement without giving the City at least sixty (60) days prior written notice thereof. No assignment or delegation by Manager of its rights or obligations under this Agreement to a third party shall relieve Manager from any liability to the City under this Agreement.

#### 13. SURRENDER.

- (a) <u>Surrender</u>. On or before the last day of the Term of this Agreement, Manager shall remove all of Manager's personal property from Court Street Plaza, and any property not so removed shall be deemed abandoned. Manager shall not remove any signs, trade fixtures, lighting, stage equipment, or ordinary fixtures used in connection with Court Street Plaza unless the City approves of such removal in writing. Manager shall promptly repair any and all damage to Court Street Plaza caused by its removal of any items under this paragraph.
- (b) <u>Documents to be Delivered to City</u>. At the end of the Term of this Agreement, Manager shall deliver to the City originals of all books and records, unpaid invoices, operating manuals, contracts with third parties, warranty information, and all other written materials and documents that are in Manager's possession or under Manager's control and that are reasonably needed in order for there to be a seamless transition with respect to the operation of Court Street Plaza.
- **14. NOTICES.** All notices required to be given to any party under this Agreement shall be in writing and (i) personally delivered, (ii) deposited in the United States mail, first class, postage prepaid, or (iii) delivered by a nationally recognized overnight courier service, to the parties at the following addresses or such other address as either party may specify from time to time by notice to the other. Notices shall be deemed given upon receipt.

To the City:

City of Cincinnati

801 Plum Street
Cincinnati, OH 45202
Attention: City Manager

To Manager:

[\_\_\_\_\_]
1203 Walnut Street, 4<sup>th</sup> Floor
Cincinnati, OH 45202
Attention: Stephen Leeper

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

# 16. **GENERAL PROVISIONS.**

- (a) <u>Entire Agreement</u>. This Agreement contains the entire agreement between the parties and 3CDC 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.
- (d) <u>Amendments</u>. This Agreement may be amended only by a written amendment signed by both parties.

- (e) <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 Manager agrees that venue in such court is proper. The parties hereby waive trial by jury with respect to any and all disputes arising under this Agreement.
- (f) <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 permitted assigns.
- (g) <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.
- (h) <u>Severability</u>. If any part of this Agreement is held to be void, illegal or unenforceable by a court of law, such part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.
- (i) <u>No Recording</u>. This Agreement shall not be recorded in the Hamilton County Recorder's office.
- (j) <u>Time</u>. Time is of the essence with respect to the performance by the parties of their respective obligations under this Agreement.
- (k) <u>No Third-Party Beneficiaries</u>. The parties hereby agree that no third-party beneficiary rights are intended to be created by this Agreement.
- (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 member, officer, agent or employee of the City in other than his or her official capacity. No official executing or approving the City's participation in this Agreement shall be personally liable under this Agreement.
- (m) <u>Limitation on Liability</u>. Notwithstanding any provision in this Agreement or under applicable law, the City agrees in accepting this Agreement that, except in the case of fraud or intentional misconduct, it shall have no recourse to any members, officers, or employees of 3CDC; any member of any committee of 3CDC; or any member of the Board of Directors of 3CDC (each a "Constituent Entity"). For clarity, the term "Constituent Entity" shall solely include individuals and shall not include any legal entities. Each of the parties further agrees that no Constituent Entity shall have any personal liability for any obligation under this Agreement.
- (n) Representation as to Authority. The City and Manager each represents to the other that it has the power and authority to enter into and perform its obligations under this Agreement without the consent of anyone who is not a party to this Agreement and that the execution and performance of this Agreement has been duly authorized by all necessary actions on the part of the performing party, including the authorizations and approvals described in the Recitals to this Agreement.
- (o) <u>Compliance</u>. Manger in the performance of the Services shall comply with all applicable statutes, ordinances, regulations, and rules of the federal government, the State of Ohio, the County of Hamilton, and the City of Cincinnati.
- (p) <u>No Liens</u>. If any mechanics' lien or other similar lien is filed against Court Street Plaza as a result of labor or material furnished at Manager's request, Manager shall cause the lien to be released or bonded off within thirty (30) days following the filing of such lien.

# SIGNATURES ON FOLLOWING PAGE

This Agreement is 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** 

Bv:	
By: Paula Boggs Muething, Interim City Manager	
Date:	
Recommended By:	
John S. Brazina, Director Department of Transportation and Engineering	
City Purchasing Approval:	
Bobbi Hageman, Chief Procurement Officer Department of Purchasing	
Approved as to Form:	
Assistant City Solicitor	
Certified Date: Fund/Code: Amount: By: Karen Alder, City Finance Director	
STATE OF OHIO ) SS:	
Boggs Muething, Interim City Manager of the CITY	ore me this day of, 2020, by Paula OF CINCINNATI, an Ohio municipal corporation, on behalf y is an acknowledgment. No oath or affirmation was ial act certified to hereby.
	Notary Public

SIGNATURE PAGE TO PROFESSIONAL SERVICES MANAGEMENT AGREEMENT

[]		
Ву		
Name: Stephen Leeper Title: President		
Date:		
STATE OF OHIO		
STATE OF OHIO	) SS:	
COUNTY OF HAMILTON	)	
Stephen Leeper, the President of the company. The notarial a	cknowledged before me this day of f the [], an Ohio limite t certified hereby is an acknowledgment. No oa regard to the notarial act certified to hereby.	ed liability company, on behalf
	Notary Public My commission expires: _	

SIGNATURE PAGE TO PROFESSIONAL SERVICES MANAGEMENT AGREEMENT

# **EXHIBIT A**

TO
PROFESSIONAL SERVICES MANAGEMENT AGREEMENT

# **Description and Depiction of Court Street Plaza** [INSERT DESCRIPTION AND DEPICTION]

#### **Exhibit B**

to

PROFESSIONAL SERVICES MANAGEMENT AGREEMENT

# FORM OF FUNDING LETTER AGREEMENT

Contract No:	
]	
03 Walnut Street, 4th Floor	
ncinnati, OH 45202	
tention: Stephen Leeper	
ear Mr. Leeper:	
Anagement Agreement"), between [] ("Manager") and the City of Cincinnati ("City"), the ty agreed to fund certain expenses related to the operation of the Court Street Plaza, subject to propriation by Cincinnati City Council for such expenses. The purpose of this Funding Letter greement ("Letter Agreement") is for the City to certify to Manager that funding for the herein describer penses has been appropriated for the City's [YEAR] fiscal year and to confirm the parties' agreement lated to such expenditures.	
ne City certifies that the below described funds (the "Funds") have been appropriated for the following es and are available for expenditure, to the extent actually needed for the purposes described below, i	n

 [LIST APPROPRIATION AMOUNTS AND ANY PARTICULAR USES ATTACHED TO SUCH APPROPRIATIONS]

accordance with the terms of the Management Agreement and this Letter Agreement:

The City agrees to disburse the Funds to Manager upon approval by the City of a written draw request submitted by Manager evidencing the need for such Funds. Such draw request shall be in a form acceptable to the City, and the City shall not be obligated to disburse Funds more than one time per month. Notwithstanding anything herein to the contrary, any portion of the Funds not expended or encumbered on or before [END OF APPLICABLE CITY FISCAL YEAR] shall be subject to recapture and/or re-appropriation in the City's sole discretion. Following the end of the applicable fiscal year, the City shall not be obligated in any way to pay any unexpended or unencumbered portion of the Funds to Manager, and if the Manager is holding any such unexpended or unencumbered Funds at the end of the applicable fiscal year, then the City may require, through a written request, that the Manager return any such Funds to the City. Nothing herein is intended to amend or alter the obligations of Manager under the Management Agreement, and Manager shall maintain records of all expenditures of the Funds in accordance with the terms of the Management Agreement.

[SIGNATURE PAGE ATTACHED]

This Funding Letter Agreement is executed and dated as of	, 20
City of Cincinnati	
By: [], City Manager	
Approved as to Form:	
Assistant City Solicitor	
Certified Date: Fund/Code: Amount: By:], City Finance Director	
ACCEPTED AND AGREED:	
[]	
Ву:	
Name: Title:	

#### **Exhibit C**

to

#### PROFESSIONAL SERVICES MANAGEMENT AGREEMENT

#### **Procurement Procedures**

# A. Purchases of goods and services for which the City has a preferred contractor ("City Contractor"):

 Manager shall comply with the provisions below but shall request a quote from the City Contractor.

#### B. Purchases of goods and services not performed by a preferred City Contractor:

- 1. Purchases up to \$1,000 No bid
  - a. May be done without securing competitive quotes and bids if the price quote is reasonably considered to be reasonable and the terms and delivery dates are conducive to the requirements.
  - b. If a quote is determined to not be reasonable, Manager will obtain competitive quotes.
- 2. Purchases \$1,000 to \$5,000 Informal bid
  - a. Manager shall obtain at least two written quotes that address pricing, delivery, discounts, terms, conditions, and other factors critical to a decision.
  - b. Manager shall select the bid most conducive to what is required considering price, delivery, and other factors critical to the project.
- 3. Purchases \$5,000 and above Formal bid
  - a. Manager shall issue a formal RFP and obtain at least three written quotes.
  - b. Manager shall select the bid most conducive to what is required considering price, delivery, and other factors critical to the project.

#### C. Single Source

- 1. Manager may single source the following goods or services:
  - a. Landscaping management
  - b. Holiday tree
  - c. Such other items approved in advance by the City Manager

Manager shall not divide or break down costs for a larger project to avoid issuing a formal RFP.

# <u>EXHIBIT E</u> to Public Infrastructure Funding Agreement

## PROJECT BUDGET

Project - Overall	
Sources:	
Kroger Contribution	500,000
Developer Equity	2,340,800
TIF Financing	4,000,000
State of Ohio Capital Funds	2,000,000
Total Sources	8,840,800
<u>Uses:</u>	
Private Improvements Streetscape	500,000
Streetscape Improvements	4,000,000
Plaza Improvements	2,000,000
Total Uses	6,500,000

Private Improvements		
Sources:		
Kroger Contribution	500,000	
Total Sources	500,000	
Uses:		
Basement Enclosures	250,000	
Kroger Improvements	100,000	
Electric and Communication Infrastructure	100,000	
Soft Costs	50,000	
Total Uses	500,000	

Public Infrastructure Impro	vements
Sources:	
Kroger Contribution	500,000
City TIF Funds	4,000,000
State of Ohio Capital Funds	2,000,000
Total Sources	6,500,000
Uses:	
<u>Hard Costs</u>	
Demolition	501,000
Improvements	2,269,700
Utilities	2,400,300
FF&E	250,000
<u>Total Hard Cost</u>	5,421,000
Soft Costs	
Testing, Arch, & Fees	355,000
Insurance	24,000
Developer Admin Fee	200,000
Developer Contingency	500,000
<u>Total Soft Cost</u>	<u>1,079,000</u>
Total Uses	6,500,000

The Budget may be amended administratively at the City's sole discretion by written approval.

#### **EXHIBIT F**

#### to Public Infrastructure Funding Agreement

#### DISBURSEMENT OF FUNDS

Disbursements of the Funds shall be submitted to and approved by DCED.

- (A) <u>Conditions to be Satisfied Prior to Disbursement of Funds</u>. The City shall be under no obligation to disburse the Funds until the following conditions are satisfied:
  - (i) The City shall have approved the Final Plans for the Project;
  - (ii) The City shall have approved the Final Bids for the Project;
  - (iii) The City shall have approved the construction schedule for the Project;
  - (iv) Developer shall have provided evidence satisfactory to the City that Developer has obtained all financing (in addition to the Funds) required for completion of the Project;
  - (v) Developer shall have provided the City with the Due Diligence Materials for the Project;
  - (vi) Developer shall have provided the City with evidence of the insurance required under this Agreement;
  - (vii) Developer shall have deposited with the City the surety bond(s) required under this Agreement, if any;
  - (viii) Developer shall have provided the City with evidence that it has obtained all licenses, permits, governmental approvals and the like necessary for the completion of the Project;
    - (ix) The Management Agreement shall have been executed by all relevant parties;
  - (x) Construction shall have commenced and be proceeding in accordance with the City-approved Budget, construction schedule, and Final Plans; and
    - (xi) Developer shall not then be in default under this Agreement.
- (B) <u>Disbursement of Funds During Construction</u>. Provided all of the requirements for disbursement of the Funds shall have been satisfied, the City shall permit the disbursement of Funds to the Developer. The Funds shall be made available to Developer on a reimbursement basis. If the cost of the Project will exceed the aggregate amount of the Funds as shown on the Budget, the City may require that Developer spend non-City funds for the Project prior to requesting Funds (i.e., the City may require that the Funds go into the Project last, rather than first) or, at the City's option, the City may disburse the Funds on a pro-rata basis with non-City funds.

Notwithstanding anything in this Agreement to the contrary, no Funds shall be used for any costs that were incurred prior to adoption of the ordinance authorizing the use of the Funds under this Agreement, except that the City agrees it will reimburse up to \$200,000 for hard construction costs of the Project that were incurred prior to the Effective Date, provided such reimbursed costs otherwise comply with obligations of this Agreement. The Funds shall be requested and used by Developer solely to pay for costs of the Public Infrastructure Improvements, as described in this Agreement and as reflected on the Final Plans, Final Bids, and Budget and for no other purpose.

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

Disbursements of Funds shall be limited to an amount equal to Developer's actual cost of the work, materials and labor incorporated in the Public Infrastructure Improvements up to the amount of such items as set forth in Developer's request for payment, less the amount of any retainage as hereinafter set forth.

Notwithstanding anything to the contrary in this Agreement, the City shall not be obligated to make or authorize any disbursements of Funds if the City determines, in its reasonable discretion, that the amounts remaining from all funding sources with respect to all or any part of the Project are not sufficient to pay for all the costs to complete construction of the Project or any part thereof. Developer acknowledges that the obligation of the City to disburse the Funds to Developer for the cost of the Public Infrastructure Improvements shall be limited to the Funds allocated to it in the Budget. Notwithstanding anything to the contrary in this Agreement, the City's obligation to make the Funds available to pay for the Project, to the extent such Funds have not been disbursed, shall terminate ninety (90) days following final completion of construction of the Project. The City may use any unused portion of the Funds for any other lawful purpose.

#### (C) Construction 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 for construction costs shown on the approved budget, Developer shall submit a draw request form provided by the City with the following attachments: (i) an AIA G-702-703 Form (AIA) or such other similar form acceptable to the City; (ii) sworn affidavits and/or conditional waivers of liens and claims for that Application for Payment and unconditional waivers of liens and claims for all previous progress payments (together with copies of paid invoices, contracts, or other supporting data) from the General Contractor and all subcontractors and materialmen covering all work, labor, and materials for the work through the date of the disbursement; (iii) waivers or disclaimers from suppliers of fixtures or equipment who may claim a security interest therein; and (iv) such other documentation or information requested by the City that a prudent construction lender might request. All affidavits and lien waivers shall be signed, fully-executed originals and in such form approved and acceptable to the City.
- (iii) Retainage. After review and approval of a disbursement request, the City shall disburse ninety percent (90%) of the amount requested, less retainage equal to ten percent (10%) thereof. The retained amount of Funds shall be disbursed when (i) construction of the Public Infrastructure Improvements has been completed, (ii) the City has obtained original prime contractor (including General Contractor's), subcontractor, and supplier unconditional waivers of liens and claims for the total amount of the Public Infrastructure Improvements subcontracts or purchases (as applicable), and all other conditions to payment set forth in this Agreement have been satisfied with respect to such payment, (iii) Developer has provided the City with a complete set of "as built" drawings for the Public Infrastructure Improvements if required by the City, and (iv) Developer has complied with all of its other obligations under this Agreement as determined by the City in its sole discretion.

(D) <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 Developer that (i) that all work done and materials supplied to date are in accordance with the City-approved Final Plans for the Project and in strict compliance with all legal requirements as of the date of the request, (ii) the Project is being completed in accordance with the City-approved Budget and construction schedule, and (iii) Developer and the City have complied with all of their respective obligations under this Agreement. If Developer alleges that the City has been or is then in default under this Agreement at the time Developer makes such request, and if the City disputes such allegation, the City shall not be obligated to make or authorize such disbursement until the alleged default has been resolved.

\* \* \*

#### **EXHIBIT G**

#### to Public Infrastructure Funding Agreement

#### ADDITIONAL REQUIREMENTS

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

This Exhibit serves two functions:

- (i) Serving as a Source of Information With Respect to Government Requirements. This Exhibit identifies certain Government Requirements that may be applicable to the Project, Developer, or its contractors and subcontractors. Because this Agreement requires that Developer comply with all applicable laws, regulations, and other Government Requirements (and in certain circumstances to cause others to do so), this Exhibit flags certain Government Requirements that Developers, contractors and subcontractors regularly face in constructing projects or doing business with the City. To the extent a Developer is legally required to comply with a Government Requirement, failure to comply with such a Government Requirement is a violation of the Agreement.
- (ii) Affirmatively Imposing Contractual Obligations. If certain conditions for applicability are met, this Exhibit also affirmatively imposes contractual obligations on Developer, even where such obligations are not imposed on Developer by Government Requirements. As described below, the affirmative obligations imposed hereby are typically a result of policies adopted by City Council which, per Council's directive, are to be furthered by the inclusion of certain specified language in some or all City contracts. The City administration (including the City's Department of Community and Economic Development) is responsible for implementing the policy directives promulgated by Council (which typically takes place via the adoption of motions or resolutions by Council), including, in certain circumstances, by adding specific contractual provisions in City contracts such as this Agreement.

#### (A) Construction Workforce.

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

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

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

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

- (a) Applicability. Pursuant to Ordinance No. 273-2002, the provision in clause (b) below applies solely where the Project receives in \$250,000 or more in direct City funding, and where such funding comprises at least 25% of the Project's budget. For the purposes of this clause (iii), "direct City funding" means a direct subsidy of City funds in the form of cash, including grants and forgivable loans, but not including public improvements, land acquisitions and sales, job creation tax credits, or tax abatements or exemptions.
- (b) Requirement. This Agreement requires that Developer issue an invitation to bid on the construction components of the development by trade craft through public notification and that the bids be read aloud in a public forum. For purposes of this provision, the following terms shall be defined as set forth below:
  - (1) "Bid" means an offer in response to an invitation for bids to provide construction work.
  - (2) "Invitation to Bid" means the solicitation for quoted prices on construction specifications and setting a time, date and place for the submission of and public reading of bids. The place for the public reading of bids shall be chosen at the discretion of Developer; however, the place chosen must be accessible to the public on the date and time of the public reading and must have sufficient room capacity to accommodate the number of respondents to the invitation to bid.
  - (3) "Trade Craft" means (a) general construction work, (b) electrical equipment, (c) plumbing and gas fitting, (d) steam and hot water heating and air conditioning and ventilating apparatus, and steam power plant, (e) elevator work, and (f) fire protection.
  - (4) "Public Notification" means (a) advertisement of an invitation to bid with ACI (Allied Construction Industries) and the Dodge Report, and (b) dissemination of the advertisement (either by mail or electronically) to the South Central Ohio Minority Business Council, Greater Cincinnati Northern Kentucky African-American Chamber of Commerce, and the Hispanic Chamber of Commerce. The advertisement shall include a description of the "scope of work" and any other information reasonably necessary for the preparation of a bid, and it shall be published and disseminated no less than fourteen days prior to the deadline for submission of bids stated in the invitation to bid.

- (5) "Read Aloud in a Public Forum" means all bids shall be read aloud at the time, date and place specified in the invitation for bids, and the bids shall be available for public inspection at the reading.
- (C) <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>Business Enterprise Program</u>.

- (a) <u>Applicability</u>. In furtherance of the policy goals established by CMC Chapter 323 (Small Business Enterprise and Local Business Enterprise Program), and CMC Chapter 324 (Minority and Women Business Enterprise Program), the requirements set forth in this Section (F) shall apply to this Agreement as an affirmative contractual obligation, notwithstanding the legal applicability or inapplicability of CMC Chapters 323 and 324 to this Agreement. Developer hereby agrees to comply with this Section (F) and, where applicable, to cause its general contractor to comply with this Section (F) in all respects.
- (b) Requirement. Developer and its general contractor shall use its best efforts to ensure that certified SBEs, MBEs, and WBEs (in each case as such terms are used within CMC Chapters 323 and 324, collectively, "Certified Firms") are utilized as sources of supplies, equipment, construction, and services, with (a) the goal of meeting 30% Certified Firm participation for construction contracts and 15% participation for supplies, services, and professional services contracts (a list of certified SBEs, MBEs, and WBEs may be obtained from the Department of Economic Inclusion or from the City's web page, http://cincinnati.diversitycompliance.com.)

#### (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 Addendum I to Additional Requirements Exhibit (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, 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) Applicability. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of "qualifying incentives" for projects involving the construction of a parking garage to include a provision requiring the inclusion of certain features in the garage relating to electric vehicles. The ordinance defines "qualifying incentives" as the provision of incentives or support for the construction of a parking garage in the form of (a) the provision of any City monies or monies controlled by the City including, without limitation, the provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, "qualifying incentives" does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to Ohio Revised Code 3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.
- (ii) Requirement. If the applicability criteria of Ordinance No. 89-2017 are met, then the following requirements shall apply to any parking garage included within the Project: (a) at least one percent of parking spaces, rounding up to the nearest integer, shall be fitted with Level 2 minimum 7.2 kilowatt per hour electric car charging stations; provided that if one percent of parking spaces is less than two parking spaces, the minimum number of parking spaces subject to this clause shall be two parking spaces; and (b) the parking garage's electrical raceway to the electrical supply panel serving the garage shall be capable of providing a minimum of 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer, and the electrical room supplying the garage must have the physical space for an electrical supply panel sufficient to provide 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer.
- (P) <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 de	barred by any federal, state, or local government agency
during the term of this Agreement, Developer sha	ill be considered in default under this Agreement.
{00317464-6}	G-8

## Addendum I to Additional Requirements Exhibit

## City's Prevailing Wage Determination

[ATTACHED]

#### REQUEST FOR PROJECT WAGE DETERMINATION

DATE RECEIVED: 7/8/2020 ORIGINAL ASSIGNED NUMBER:

REQUESTING AGENCY OR DEPT: DEI USE ONLY

Community and Economic Development Fillout and Circle all that Apply Below:

CONTACT PERSON AND PHONE FUNDING GUIDELINES:

NUMBER: (State or Federal)

Giovanni Rocco; 513-352-1960 RATES THAT APPLY:

(Building, Heavy, Highway, Residential) Requested Date: 07/08/2020 State heavy highway rates will apply.

Estimated Advertising Date: 08/08/2020 DECISION NUMBER: N/A Estimated Bid Opening Date: 08/08/2020 Estimated Starting Date: 09/08/2020

SOURCE AND FUND NUMBER

MODIFICATIONS: N/A DECISION DATE: N/A

CITY X FUND 483 EXPIRATION DATE: N/A

STATE X FUND supersedes decision number: N/A county FUND

DETERMINATION BY: FEDERAL FUND

Name: Dionne Cherry

PROJECT ACCOUNT NUMBER: Title: Contract Compliance Specialist

AMT. OF PUB. FUNDING \$: 4,000,000 Date: 7/13/2020

TOTAL PROJECT DOLLARS: 8,840,800 APPROVED BY:

Some B Mackyo NAME OF PROJECT

DEPARTMENT OF ECONOMIC INCLUSION Court Street Pedestrian Streetscape

Project as described exceeds the prevailing wage threshold level for heavy highway reconstruction, alterations, etc. under ORC 4115.03 (B) (4), which is \$27,950.00 as updated by the Ohio Department of Commerce, therefore, State heavy highway rates will apply.

Note: Any changes to the scope of funding of the project, or the failure of the project to start within 90 days of the date of this determination, will require revisions to this wage determination.

#### TYPE OF WORK

1. Building 2. Heavy
3. Highway X 4. Residential

5. Demolition

6. Other

#### PROJECT LOCATION

This project will effect the public ROW on both the north and south side of Court Street between Vine and Walnut Street. There will be some streetscape work done east of walnut street surrounding the Streetcar substation. 1 E Court Street - just east of 119 E Court Street (north and south sides).

#### PROJECT FUNDING SOURCE

The planned sources of funding are as followed: - 3CDC Debt or Equity: \$2,340,800 - Kroger Contribution: \$500,000 - TIF Funding: \$4,000,000 - State of Ohio Capital Funds: \$2,000,000 3CDC has applied for the State Capital Funds; however, it is possible that they do not receive these funds. If they do, the funds would come out of the State's Capital Budget and would be State Bond Funding. If they do not receive this funding, 3CDC would either cut their budget or find other private funding sources.

#### PROJECT SCOPE OF WORK AND BUDGET

On March 6, 2019, City Council passed Ordinance number 80-2019 establishing the Downtown Cincinnati Pedestrian Task Force, a joint effort of the City of Cincinnati and 3CDC. The mission of the task force was to make recommendations to the Mayor and City Council regarding pedestrian and traffic improvements on Court Street, Eighth Street, Ninth Street, and Vine Street. Specifically, the stated purpose of this task force was to recommend improvements for Court Street that will turn the portion between Vine and Walnut streets into a pedestrian-oriented civic space. The improvements can be described as follows: The road will be removed and re positioned in the middle of the public RoW. Sidewalk will be widened on both the north and south side of the street to roughly 40'each for outdoor dining, events, and programing Festival Style Street (street at same height of sidewalk) allows for vehicular closure of street and opening the entire street to pedestrians for organized events New parking layout with 28 short-term metered parking for businesses in addition to the 36 added at the Central and Walnut lot (reduction in 39 metered spaces) New Street Lighting, including pedestrian light poles, electrical infrastructure, and lights New Signage throughout New signal for the intersection of Walnut Street and Vine Street. Installation of bollards (permanent and removable) New pavers, public art, and planters are to be installed

DEI 217 Form REV: 6/12/2017



August 31, 2020

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

From: Paula Boggs Muething, Interim City Manager

Subject: Petition for the Creation of the OTR South Special

**Improvement District** 

Attached is an Emergency Legislative Resolution:

**APPROVING** the petition for the creation of the Over-the-Rhine South Special Improvement District of Cincinnati, thereby establishing the district; APPROVING the articles of incorporation for Over-the-Rhine South Special Improvement District of Cincinnati, Inc., the nonprofit corporation formed to operate and govern the district; and ADOPTING the 2021-2024 services plan for the district.

# EMERGENCY Legislative Resolution

**JRS** 

RESOLUTION NO.	- 2020
KESULUTIUN NU.	- <i>2</i> 020

**APPROVING** the petition for the creation of the Over-the-Rhine South Special Improvement District of Cincinnati, thereby establishing the district; APPROVING the articles of incorporation for Over-the-Rhine South Special Improvement District of Cincinnati, Inc., the nonprofit corporation formed to operate and govern the district; and ADOPTING the 2021-2024 services plan for the district.

WHEREAS, the City has received a petition requesting, pursuant to Ohio Revised Code Section 1710.02, that the Council (i) create the Over-the-Rhine South Special Improvement District of Cincinnati ("SID"); (ii) approve the articles of incorporation for the Over-the-Rhine South Special Improvement District of Cincinnati, Inc., the nonprofit entity that will operate and govern the SID; and (iii) adopt the 2021-2024 services plan for the SID ("Petition"); and

WHEREAS, the Petition, an unexecuted copy of which is attached hereto as Exhibit A, is on file with the Clerk of Council and is available for public inspection, and it bears the signatures of the owners of real property of more than sixty percent of the front footage of all real property located in the SID that abuts upon any street, alley, public road, place, boulevard, parkway, park entrance, easement, or other existing public improvement within the SID; and

WHEREAS, the territory within the SID shall be defined as all area located (i) south of Liberty Street, (ii) east of Central Parkway, (iii) north of Central Parkway, and (iv) west of Broadway Street, with (v) the boundary also encompassing the following additional area located east of Broadway Street: the area south of East 13th Street, west of Spring Street, and north of Central Parkway; and

WHEREAS, certain property will be excluded from the SID, including church property and property owned by the state, county, township, municipal, or federal government, except those properties owned by a church, county, township, or municipal corporation that has specifically requested in writing that its property be included in the SID; and

WHEREAS, the City has specifically requested in writing that its properties be included in the SID; and

WHEREAS, a map depicting the SID is attached hereto as Exhibit B, and a detailed listing of all properties to be included in the SID was filed together with the Petition, is on file with the Clerk of Council, and is available for public inspection; and

WHEREAS, pursuant to Section 1710.02(E) of the Ohio Revised Code, the Council has also received proposed articles of incorporation for the Over-the-Rhine South Special Improvements District of Cincinnati, Inc. ("Articles of Incorporation"), a nonprofit corporation that would govern the SID, a copy of which is attached hereto as Exhibit C; and

WHEREAS, pursuant to Section 1710.02(F) of the Ohio Revised Code, the Council has further received the proposed 2021-2024 Over-the-Rhine South Special Improvement District of Cincinnati services plan ("Services Plan"), and a copy of the plan is attached hereto as Exhibit D; and

WHEREAS, pursuant to Ohio Revised Code Sections 1710.02(E) and (F), the Council must approve or disapprove the creation of the SID, the Articles of Incorporation, and the proposed Services Plan within 60 days of receiving the Petition and associated materials; and

WHEREAS, the Council finds and determines, after reviewing the Petition, the Articles of Incorporation, the Services Plan, and all other pertinent information, that it is in the best interest of the City to approve the Petition and accompanying materials; now, therefore,

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

Section 1. That the Council hereby approves the petition for the creation of the Over-the-Rhine South Special Improvement District of Cincinnati ("SID"), which petition bears the signatures of the owners of real property of more than sixty percent of the front footage of all real property located in the SID that abuts upon any street, alley, public road, place, boulevard, parkway, park entrance, easement, or other existing public improvement within the SID, and which petition is on file with the Clerk of Council and is available for public inspection, an unexecuted copy of which is attached hereto as Exhibit A and incorporated herein by reference, and, accordingly, the Council hereby establishes the SID.

Section 2. That the territory of the SID, which is depicted on the map attached hereto as Exhibit B and incorporated herein by reference, shall include all property not exempted by law located (i) south of Liberty Street, (ii) east of Central Parkway, (iii) north of Central Parkway, and (iv) west of Broadway Street, with (v) the boundary also encompassing the following additional area located east of Broadway Street: the area south of East 13th Street, west of Spring Street, and

north of Central Parkway, which property is identified on the list on file with the Clerk of Council

and available for public inspection.

Section 3. That the Council hereby approves the articles of incorporation for Over-the-

Rhine South Special Improvement District of Cincinnati, Inc. ("Articles of Incorporation"), a copy

of which is attached hereto as Exhibit C and incorporated herein by reference.

Section 4. That the Council hereby adopts the 2021-2024 Over-the-Rhine South Special

Improvement District of Cincinnati services plan ("Services Plan"), a copy of which is attached

hereto as Exhibit D and incorporated herein by reference.

Section 5. Pursuant to the Ohio Revised Code Section 1710.02(D), the Clerk of Council

is hereby directed to file or cause to be filed a copy of this resolution and the Articles of

Incorporation with the Ohio Secretary of State.

Section 6. That this legislative resolution shall be an emergency measure necessary for the

preservation of the public peace, health, safety, and general welfare and shall, subject to the terms

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is

the immediate need to begin the process for establishing the assessments necessary to timely

implement the Services Plan.

Passed:		, 2020		
			John Cranley, Mayor	
Attest:				
	Clerk			

3

#### PROPERTY OWNER PETITON TO THE CITY COUNCIL OF THE CITY OF CINCINNATI

PETITION FOR CREATION OF THE OVER-THE-RHINE SOUTH SPECIAL IMPROVEMENT DISTRICT OF CINCINNATI, APPROVAL OF THE ARTICLES OF INCORPORATION OF OVER-THE-RHINE SOUTH SPECIAL IMPROVEMENT DISTRICT OF CINCINNATI, INC., AND THE ADOPTION OF THE 2021-2024 OVER-THE-RHINE SOUTH SPECIAL IMPROVEMENT DISTRICT OF CINCINNATI SERVICES PLAN AND BUDGET

The undersigned, being an owner of real property that abuts upon a street, allev. public road, place, boulevard, parkway, park entrance, easement, or other existing public improvement within the area described herein, and collectively with other owners making up at least sixty percent (60%) of the front footage or real property in such area, hereby petition to Cincinnati City Council pursuant to Ohio Rev. Code Ch. 1710 (the "Code") for the creation of the Over-the-Rhine South Special Improvement District of Cincinnati, approval of the Articles of Incorporation of Over-the-Rhine South Special Improvement District of Cincinnati, Inc., and the adoption of the 2021-2024 Over-the-Rhine South Improvement District of Cincinnati Services Plan and Budget (the "Plan"). In support of this petition, the petitioners show the following:

#### 1. Creation of District & Corporate Entity.

Upon adoption of a resolution by the Cincinnati City Council, the Over-the-Rhine South Special Improvement District of Cincinnati (the "District") shall be created and shall be administered by Over-the Rhine South Special Improvement District of Cincinnati, Inc., an Ohio not-for-profit corporation that shall be formed and governed by its Articles of Incorporation and Code of Regulations. The Articles of Incorporation of Over-the-Rhine South Special Improvement District of Cincinnati, Inc. shall be approved by the Cincinnati City Council together with this Petition.

#### 2. Mission.

To develop and implement plans for public improvements and services that benefit the District and enhance the value of office, retail, residential and other diversified properties within the District.

## 3. Authority.

The District shall be authorized to provide services and improvements pursuant to the

Code that benefits property within the boundaries of the District. The City shall be authorized to levy a special assessment on property within the District based on benefits conferred by the services and improvements. The cost of such services are to be paid by the assessment.

#### 4. Services Plan.

The District shall be administered in accordance with the Plan attached hereto designating the nature of the services to be provided and the anticipated outcome. The Board of Trustees of the District recommends the Plan to the property owners for adoption. The period of time the services set forth in the Plan are to remain in effect is four years.

#### 5. Assessment.

The cost of the services in each of the four years of the Plan are included in the Plan. An annual detailed budget shall be prepared and approved by the Board of Trustees of the District each year and reported to the property owners.

Assessments for the services provided in the District shall be equitably apportioned among the owners of property within the District, based on the assessed value of individual properties as determined by the County Auditor's Office, in relation to the assessed value of all assessed property located within the District as a whole and on the front footage of individual properties in relation to the total front footage of all assessed property located within the District as a whole.

#### 6. Duration.

Date

The proposed special assessment for implementation of the Plan shall be levied against the owners of property within the District on an annual basis for a period of four years.

#### 7. Boundaries.

A description of the boundaries of the District is included in the Plan. A definitive list of the properties included in the District, identified by the Auditor's parcel number, shall also be submitted to the Cincinnati City Council together with this petition. This list of properties shall govern in the case of any discrepancies between the list and the District boundary description in the Plan.

#### 8. Board of Trustees.

The District shall be governed by a Board of Trustees, which shall manage the fiscal affairs and operations of the District, and which shall consist of twelve (12) individuals that represent the interest of property owners in the District including:

(i) an individual appointed by the Mayor of the City, and confirmed by City Council (ii) a second individual appointed by the Mayor of the City, and confirmed by City Council, (iii) an individual appointed by the Board of Commissioners of the County, (iv) a resident of the District who owns a single-family residence or residential condo unit within the District, (v) an owner, or an employee, officer or principal of the owner, of retail-zoned real property located within the District, (vi) an employee or officer of a nonprofit organization that owns real property within the District, (vii) an owner, or an employee, officer or principal of the owner, of real property within the District with more than 500 feet of front footage within the District, (viii) an owner, or an employee, officer or principal of the owner, of real property within the District with 100 to 500 feet of front footage within the District, and (ix) an owner, or an employee, officer or principal of the owner, of real property within the District with less than 100 feet of front footage within the District, (x) any other individual who is an owner, or an employee, officer or principal of the owner, of real property within the District, (xi) any other individual who is an owner, or an employee, officer or principal of the owner, of real property within the District, (xii) a renter of a single-family residence, apartment or residential condo unit in the District, who shall have no voting rights.

# Cincinnati City Council is hereby requested to take the following action:

Approve, by Resolution, the Petition to Create the Over-the-Rhine South Special Improvement District of Cincinnati, Adopt the Articles of Incorporation of the Over-th-Rhine South Special Improvement of Cincinnati, Inc. and Adopt the Over-the-Rhine South Improvement District of Cincinnati Services Plan and Budget within sixty (60) days of said Petition being filed with the City.

Please return this petition in the enclosed envelope to:

Roetzel & Andress, LPA 250 East Fifth Street Suite 310 Cincinnati, OH 45202

14720274 \_1

By signing this Petition, the undersigned hereby represents that he/she is the owner of the property incorporated
herein by reference, or is authorized to sign this Petition on behalf of the owner.

SIGNATURE OF OWNER(S) [Individual Owner 1]	SIGNATURE OF OWNER [Entity Owner]
Signature	Print Name of Entity Owner/s
Print Name	Additional Names of Entity Owners
Email	Signature of Representative
Date	Print Name of Representative
[Individual Owner 2]	Title
Signature	-  _ Email
Print Name	_ Liliali
Email	Date





Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

OhioSoS.gov | business@OhioSoS.gov

File online or for more information: OhioBusinessCentral.gov

# **Filing Form Cover Letter**

#### Please return the approval certificate to:

Name (Individual or Bu	ısiness Name):				
To the Attention of	Of (if necessary):				
Address:					
City:					
State				ZIP Code:	
Phone Number:		E-mail Add	dress:		
Business Services.  Check here if you	would like to be signed up fo	or our Filing Noti	fication Sy	the Ohio Secretary of State's of estem for the business entity bei a e-mail when any document is	ing created or
	or money orders payable to eing Requested: (PLE.				
_	proximately 3-7 business	. •		orm is required and the filing g time may vary based on th	•
				in addition to the regular fi ays after it is received by οι	
O one of the form,	the filing will be processed	ed within 1 bus	siness da	in addition to the regular fi ay after it is received by our he document to the Client S	office. This
O one of the form,	the filing will be processe	ed within 4 hou	urs after i	in addition to the regular fi it is received by our office, i deliver the document to the C	if received by 1:00

Preclearance will be complete within 1-2 business days.

**Preclearance Filing:** A filing form, to be submitted at a later date for processing, may be submitted to be examined for the purpose of advising as to the acceptability of the proposed filing for a fee of \$50.00. The

Form 532B Prescribed by:



Toll Free: 877.767.3453 Central Ohio: 614.466.3910

OhioSoS.gov

business@OhioSoS.gov

Please check the box if this nonprofit corporation is being formed for the following purpose:

Chapter 1724 or the instructions at the end of this form for more information.

File online or for more information: OhioBusinessCentral.gov

For screen readers, follow instructions located at this path.

require that a purpose clause be provided. \*\*

Mail this form to one of the following:

Regular Filing (non expedite) P.O. Box 670 Columbus, OH 43216

Expedite Filing (Two business day processing time. Requires an additional \$100.00)

P.O. Box 1390 Columbus, OH 43216

# **Initial Articles of Incorporation**

(Nonprofit, Domestic Corporation)
Filing Fee: \$99
(114-ARN)
Form Must Be Typed

Community Improvement Corporation (Economic Development or Land Reutilization) - Please see Ohio Revised Code

First:	Name of Corporation
Second:	Location of Principal Office in Ohio
	County
Optional:	Effective Date (MM/DD/YYYY)  (The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing.)
Third:	Purpose for which corporation is formed
sufficient to obt	ofit Corporations: The Secretary of State does not grant tax exempt status. Filing with our office is not ain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue are that the nonprofit corporation secures the proper state and federal tax exemptions. These agencies may

\*\* Note: ORC Chapter 1702 allows for additional provisions to be included in the Articles of Incorporation that are filed with this office. If including any of these additional provisions, please do so by including them in an attachment to this form. \*\*

	Original Appointment of Statutory Agent	
The undersigned, be	eing at least a majority of the incorporators of	
	(Name of Corporation)	
	e following to be Statutory Agent upon whom any process, notice or demand requed upon the corporation may be served. The complete address of the agent is:	uired or permitted by
(Name of Statuto	ory Agent)	
(Mailing Address	5)	
(	,	
(Mailing City)	(Mailing State)	(Mailing ZIP Code)
Must be signed by		
the incorporators of a majority of the incorporators.	OF (Signature)	
	(Signature)	
	(Signature)	
	Acceptance of Appointment	
		٦
The Undersigned,	(Name of Statutory Agent)	, named herein as the
Statutory agent for	(Name of Corporation)	
nereby acknowledge	es and accepts the appointment of statutory agent for said corporation.	
Statutory Agent Sigr	nature	
	(Individual Agent's Signature / Signature on Behalf of Business Serving as Agent)	

By signing and submitting this form that the requisite authority to execute	to the Ohio Secretary of State, the undersigned hereby certifies that he or she this document.
Required	
Articles and original appointment of agent must be signed by the incorporator(s).	Signature
If the incorporator is an individual, then they must sign in the "signature" box and print his/her name	By (if applicable)
in the "Print Name" box.	Print Name
If the incorporator is a business entity, not an individual, then please print the entity name in the "signature" box, an	Signature
authorized representative of the business entity	
must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.	By (if applicable)
	Print Name
	Signature
	By (if applicable)
	Print Name

# Instructions for Initial Articles of Incorporation (For Domestic Nonprofit Corporation)

This form should be used if you wish to file articles of incorporation for a domestic nonprofit corporation.

#### Name of Corporation

As set forth in Ohio Revised Code §1702.05, the name must be distinguishable on the records in the office of the secretary of state.

#### **Ohio Principal Office Location**

Please state the city and county in Ohio where the principal office of the corporation is to be located.

#### **Effective Date (optional)**

An effective date may be provided but is not required. Pursuant to Ohio Revised Code §1702.04(D), the legal existence of the corporation begins upon the filing of the articles or on a later date specified in the articles. The effective date cannot (1) precede the date of filing with our office or (2) be more than ninety (90) days after the date of filing. If an effective date is given that precedes the date of filing, the effective date of the corporation will be the date of filing. If an effective date is given that exceeds the date of filing by more than ninety (90) days, our office will return the filing to you and request that a proper effective date be provided.

#### **Purpose**

Pursuant to Ohio Revised Code §1702.03, a nonprofit corporation must provide a purpose in the articles. A nonprofit corporation may be formed for any purpose or purposes for which natural persons lawfully may associate themselves.

**Note:** The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit corporation secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided.

#### **Additional Provisions**

If the information you wish to provide for the record does not fit on the form, please attach additional provisions on a single-sided, 8 ½ x 11 sheet(s) of paper.

## Original Appointment of Statutory Agent and Acceptance of Appointment

Pursuant to Ohio Revised Code §1702.06, an Ohio Corporation must appoint and maintain a statutory agent to accept service of process on behalf of the corporation. We cannot accept articles of incorporation unless the statutory agent information is provided. The statutory agent must be one of the following: (1) A natural person who is a resident of this state; or (2) A domestic or foreign corporation, nonprofit corporation, limited liability company, partnership, limited partnership, limited liability partnership, limited partnership association, professional association, business trust, or unincorporated nonprofit association that has a business address in this state. If the agent is a business entity then the agent must meet the requirements of Title XVII of the Revised Code to transact business or exercise privileges in Ohio. The statutory agent must also sign the Acceptance of Appointment at the bottom of page 2.

#### Signature(s) - Required

After completing all information on the filing form, please make sure that page 3 is signed by the incorporator(s).

Articles and original appointment of agent must be signed by the incorporator(s).

If the incorporator is an individual, then they must sign in the "signature" field and print (type) his/her name in the "Print Name" field.

If the incorporator is a business entity, not an individual, then please print (type) the entity name in the "signature" field, an authorized representative of the business entity must sign in the "By" field and print (type) his/her name and title/authority in the "Print Name" field.

A typed name signifies an "intent to sign" which is acceptable.

#### Note

Ohio Revised Code Chapter 1724 requires our office to submit Articles of Incorporation of any community improvement corporation or any amendment, amended articles, merger or consolidation which provides for the creation of such corporation to be submitted to the Ohio Attorney General for examination. This process will require an extra 5-7 days to process the document. In addition, ORC 1724.05 requires a community improvement corporation to submit an annual financial report to the auditor of state within one hundred twenty days following the last day of the corporation's fiscal year.

#### Note

Our office cannot file or record a document which contains a Social Security number or tax identification number. Please do not enter a Social Security number or tax identification number, in any format, on this form.

# EXHIBIT A TO THE ARTICLES OF INCORPORATION OF THE

#### OVER-THE-RHINE SOUTH SPECIAL IMPROVEMENT DISTRICT OF CINCINNATI, INC.

Third:

The Over-the-Rhine South Special Improvement District of Cincinnati, Inc. (the "Corporation") is being formed for the following purposes:

- A. To provide and serve the Over-the-Rhine South Special Improvement District of Cincinnati (the "District"), a special improvement district created pursuant to Ohio Revised Code Chapter 1710.
- B. To develop, encourage and participate in programs that will maintain, improve and build the District as a viable business, cultural and recreational community.
- C. To develop, encourage and participate in programs that will enhance and improve the safety, perception, aesthetics, livability, workability and community engagement of the District.
- D. To develop, encourage and participate in programs that focus on the recruitment and retention of office, retail, other commercial and residential developments, operations and facilities within the District.
- E. To develop, encourage and participate in programs that preserve the historical and cultural character of the District.
- F. To engage in any lawful act or activity for which corporations may be formed under Chapter 1702 of the Ohio Revised Code, as may be deemed appropriate by the Trustees of the Corporation, and to exercise any powers or rights now or hereafter conferred on nonprofit corporations under the laws of the State of Ohio which are in furtherance of any purposes for which the Corporation is formed.
- G. To engage in any lawful act or activity for which corporations may be formed under Chapter 1710 of the Ohio Revised Code, as may be deemed appropriate by the Trustees of the Corporation.
- H. To undertake the purposes set forth above in partnership with the City of Cincinnati ("City"), County of Hamilton ("County"), and such other agencies and groups as are necessary and proper to fulfill any of the purposes set forth above, as determined by the Trustees of the Corporation.

Fourth:

The Corporation is organized exclusively for charitable, religious, educational or scientific purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Fifth: The territory within the District shall include all property within the following boundaries:

- South of Liberty Street
- East of Central Parkway
- North of Central Parkway
- West of Broadway Street

The boundary also extends east of Broadway Street, to Spring Street, from Central Parkway to East 13th Street.

A detailed listing of property included in the District shall be maintained by the Corporation, which shall also be included as part of any services plan for the benefit of the District filed with the Cincinnati City Council. The listing of properties shall govern in the event of any discrepancy between the listing and the boundaries described above.

Sixth:

Each owner of property within the District shall be a Member of the District, except that the owner of any church property, or property of the federal or state government, or a county, township, or municipal corporation shall not be Members of the District and that property shall not be included in the District, provided, however, that a church or the county, township, or municipal corporation may specifically request in writing that the property be included within the District, and in such event that entity shall become a Member of the District. Members shall have such voting rights as are described in the Code of Regulations of the Corporation.

Seventh:

The Board of Trustees of the Corporation shall consist of twelve (12) Trustees, eleven (11) of which shall be voting Trustees, and all of whom shall either reside within, or maintain employment, within the City of Cincinnati, and meet the following criteria:

- 1. An individual appointed by the Mayor of the City of Cincinnati and confirmed by the Council of the City of Cincinnati
- 2. A second individual appointed by the Mayor of the City of Cincinnati and confirmed by the Council of the City of Cincinnati
- 3. An individual appointed by the Board of Commissioners of the County

The remaining nine (9) Trustees shall be appointed by the Members, and shall meet the following qualifications:

- 4. An individual who is a resident of the District and owns a single-family residence or residential condo unit within the District
- 5. An individual who is the owner, or an employee, officer or principal of the owner, of retail-zoned real property located within the District
- 6. An individual who is an employee or officer of a nonprofit organization that owns real property within the District

- 7. An individual who is the owner, or an employee, officer or principal of the owner, of real property within the District with more than 500 feet of front footage that abuts upon any street, alley, public road, place, boulevard, parkway, park entrance, easement or other existing public improvement within the District
- 8. An individual who is the owner, or an employee, officer or principal of the owner, of real property within the District with 100 feet to 500 feet of front footage that abuts upon any street, alley, public road, place, boulevard, parkway, park entrance, easement or other existing public improvement within the District
- 9. An individual who is the owner, or an employee, officer or principal of the owner, of real property within the District with less than 100 feet of front footage that abuts upon any street, alley, public road, place, boulevard, parkway, park entrance, easement or other existing public improvement within the District
- Any other individual who is the owner, or an employee, officer or principal 10. of the owner, of real property within the District.
- 11. Any other individual who is the owner, or an employee, officer or principal of the owner, of real property within the District.
- 12. An individual who is a renter of a single-family residence, apartment or residential condo unit within the District; who may participate in all meetings and business of the Board of Trustees, but whom shall have no voting rights conferred to the other Trustees herein.

until the first election of Trustees, shall be	as follows:
	<del>_</del>
	<del>-</del>
	<del>_</del>
	_
	<u> </u>
	<del>_</del>

Eighth:

These Articles may be amended (a) by the vote of Members entitling them to exercise a majority of the voting power on such proposal, (b) after receipt of approval of such amendment by resolution of the Cincinnati City Council, and (c) upon filing of such amendment and a certified copy of such resolution with the Ohio Secretary of State. The Code of Regulations of the Corporation shall provide for a method to increase or decrease the number and composition of elected Trustees from time to time, and such action shall not constitute an amendment to these Articles, provided, however, that the number of elected Trustees shall not be less than six (6) at any time.

Ninth:

The District is being created by the Members to maintain, improve and build the District as a viable business cultural and recreational community. In so doing, the District intends to strengthen and enhance (i) the safety, perception, aesthetics, livability, workability and community engagement of the District, (ii) recruitment and retention of office, retail, other commercial and residential developments, operations and facilities within the District, and (iii) preservation of the historical and cultural character of the District. The accomplishment of these objectives will improve the health, safety, peace, convenience and welfare of the District and those living, working and visiting the District.

Tenth:

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its Members, Trustees, officers or other private persons except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein. No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for political office. Notwithstanding any other provision of these Articles, the organization shall not carry on activities not permitted to be carried on by (a) an organization exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or (b) an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Eleventh:

Upon the dissolution of the Corporation, any assets remaining after paying or making provision for payment of all liabilities of the Corporation shall be distributed either (i) to the State of Ohio or a political subdivision thereof for a public purpose, or (ii) for one or more exempt purposes to an organization described in Section 501(c)(3) of the Internal Revenue Code or corresponding section of any future federal tax code, and whose income is also excludable from gross income under Section 115(1) of the Internal Revenue Code, or corresponding section of any future federal tax code. Any such assets not disposed of as set forth above shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the organization is then located exclusively for such purposes or to such organization or organizations which are organized and operated exclusively for such purposes as such court shall determine.

# Over-the-Rhine South Special Improvement District

2021-2024 Services Plan & Budget

#### Overview

This brochure is designed to provide information about the Over-the-Rhine South Special Improvement District (OTR South SID), and the 2021-2024 Services Plan and Budget. For the Services Plan and Budget to be approved, state statute requires signatures from property owners representing at least 60% of the front footage **OR** 75% of the assessed value inside the Over-the-Rhine South Improvement District.

The District includes all property within the following boundaries:

- South of Liberty Street
- East of Central Parkway
- North of Central Parkway
- West of Broadway Street

Note: The boundary also extends east of Broadway Street, to Spring Street, from Central Parkway to E 13th Street.

The SID will choose a Service Provider to award a contract for the fulfillment of the Services Plan. The Service Provider that is selected will be required to provide employees a living wage and encouraged to hire residents from the neighborhood whenever possible.



## Services

The following services will be provided as part of the OTR South SID Services Plan.

# Goal: Enhance Appearance of Streets, Sidewalks, and Public Spaces Approach

- Deliver Ambassador Services to maintain and enhance the appearance of sidewalks, curbs, and right-of-way via the following detail cleaning services:
  - Litter abatement; weed abatement; litter, leaf, and debris removal; sticker removal; short-dump garbage removal; trash bag removal/ trash receptacle cleaning; pressure washing/hosing
- Partner with City of Cincinnati Public Services to coordinate and leverage sanitation/cleaning services provided by the City in an effective and efficient manner
- Work closely with property owners and other partners to assess needs and ensure a clean, healthy, and litter-free environment
- Proactively work with City and County on built-environment issues (e.g. news racks, sidewalks, benches, bikeways, etc.)
- Complete various specialty projects as necessary:
  - Detailed graffiti removal; tree well clean-outs; paver/masonry work;
     alley cleanup; painting (e.g., street poles, meters, utility boxes, etc.);
     clean inside, under and around City trash cans, and replace liners
- Snow removal from sidewalks, beginning on main thoroughfares and gradually moving to the remaining service area

#### **Evaluation**

Daily tracking of cleaning services, including the following metrics:

- Litter collected
- Weeds removed
- Sticker/Graffiti removal
- Other categories, as agreed upon with OTR South SID Board

**Specialty projects –** time to complete, before/after pictures, and total projects completed

**Public Services –** monthly reporting of open work orders

**Snow removal –** daily tracking of snow removal by block

## Services (cont.)

# Goal: Improve Safety and the Perception of Safety in OTR South Approach

- Provide extra eyes and ears for the Cincinnati Police Department (CPD) by strategically deploying a trained Ambassador staff to serve as a highly visible street presence throughout the District; ensure Ambassadors are properly trained to intervene when safety concerns arise, escalating issues to CPD when needed
- Support the Ambassador program and CPD by facilitating Sector Groups made up of key stakeholders in the District, Virtual Block Watch email communications, partnership with OTR Community Council, property owners and managers, and other programs to maintain a positive environment for OTR South workers, visitors and residents alike
- Partner with the GeneroCity 513 initiative to deliver coordinated outreach to help individuals who have been driven to panhandling, including those facing unfortunate circumstances like homelessness, addiction and mental illness. Utilizing a multi-faceted approach, help connect panhandlers to social service agencies, and provide strategic case management to the most visible homeless persons in OTR South.

#### **Evaluation**

Crime statistics, as provided by the Cincinnati Police Department

Monthly reporting of total lights out in the OTR South district and number replaced each month

Monthly tracking of number of safety/business checks by ambassadors

Monthly outreach updates, including numbers of encounters and outcomes

- Address safety issues such as lighting, blighted buildings, etc. through partnerships with the City of Cincinnati, Hamilton County, and others, handling tasks if possible and advocating in cases where another entity must complete the task (e.g., City streetlight replacement)
- Develop various communications to inform key stakeholders about the safety of OTR South (e.g., monthly status reports, marketing campaigns, etc.)

## Goal: Encourage Pride in Location and Space

Approach

- Facilitate partnerships among retailers, restaurants, and property owners to enhance and optimize storefronts, lighting, and maintenance
- Identify, address, and help develop solutions for issues of transportation and accessibility, both to and from, and within the District
- Lead beautification efforts in collaboration with Keep Cincinnati Beautiful, City of Cincinnati, Cincinnati Park Board, Urban Forestry, and other partners to increase tree canopy, flower planting (and maintenance), bus shelter maintenance, etc.
- Help improve front-line hospitality through briefings and other information on features and benefits of OTR South for visitors and residents

#### **Evaluation**

Tracking total number of planters maintained in OTR South District

Tracking number of trees/plantings added to District

Tracking number of beautification projects closed out monthly

# **Goal: Community Engagement and Stakeholder Relations**Approach

- Deliver additional Ambassador Services to connect with the general public and business owners in OTR South, including:
  - Engage the public with friendly greetings and respond to opportunities to provide directions, recommendations or assistance.
  - Check in with four to eight businesses per shift to engage business managers
  - Act as public safety escorts by meeting district workers, residents or visitors at their location and escorting them to their destination.
- Provide free events, such as a busking program, to engage community members and stakeholders and create a positive environment throughout the District.

#### **Evaluation**

Training hours for ambassador trainings, including customer service, certified tourism, safety/public engagement, and new business/district training

#### Tracking of:

- Stakeholder service requests
- Safety escorts and public interactions
- Safety/business checks by ambassadors

# **Budget**

**TOTAL** 

The total assessment of \$650,000 per year in 2021 and 2022, and \$700,000 per year in 2023 and 2024, is comprised of contributions from both private and public property owners. Property assessments will be supplemented by 3CDC and its Community Partners, which should generate \$125,000 annually.

The total annual budget to provide the services as outlined in the proposed Plan is \$775,000 per year in 2021 and 2022, and \$825,000 in 2023 and 2024. The allocation of these resources, subject to annual review and adjustment by the OTR South SID Board, is currently projected as follows:

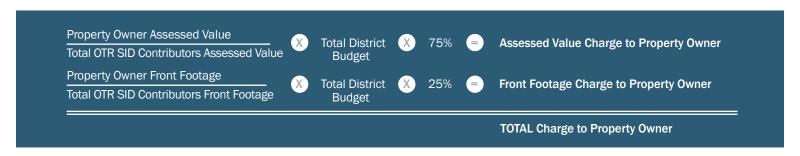
	2021	2022	2023	2024
REVENUE				
Special Improvement District Assessment	650,000	650,000	700,000	700,000
3CDC and Community Partner Contributions	125,000	125,000	125,000	125,000
TOTAL	775,000	775,000	825,000	825,000
EXPENSES				
Environment: Clean & Safe	578,349	578,349	615,916	615,916
Environment: Beautification	27,990	27,990	29,760	29,760
Environment: GeneroCity 513	25,000	25,000	26,581	26,581
Stakeholder Services	15,000	15,000	15,948	15,948
Marketing	2,500	2,500	2,658	2,658
Events	18,000	18,000	19,138	19,138
Personnel	39,635	39,635	42,141	42,141
Overhead (Insurance, Legal, Accounting, etc.)	53,000	53,000	56,351	56,351
Reserve	15,526	15,526	16,508	16,508

Personnel expenses include support staff that is needed to carry out various accounting, human resources and communications tasks related to the services performed in the SID. Overhead expenses include Hamilton County's collection fee, insurance, legal services (including an annual audit of the OTR District and a 4-year compilation audit), and accounting services.

775,000

775,000

825,000



825,000

# **FAQs**

### What is a Special Improvement District (SID)?

A Special Improvement District (SID) is a private, not-for-profit organization established under state law. A SID is a mechanism through which property owners assess themselves to provide funding for extended services aimed at the economic enhancement of the area. The need for such services has arisen as traditional U.S. cities have faced competition from shopping malls, out-of-town business/shopping centers and other new business districts. The experience of more than 1,000 existing SIDs throughout the United States has demonstrated the effectiveness of this mechanism in addressing the present economic and social challenges of urban development.

#### What is the SID Services Plan?

The OTR South SID Services Plan outlines the services and activities to be funded by the assessment paid by the property owners in the District. These services can be changed at each new term to meet the changing needs of the District.

### Does everyone in the District have to pay the assessment?

If the owners representing 60% of the front footage OR 75% of the assessed value in the District sign the enclosed petition, then everyone owning private property in the District will receive an assessment for their required portion. Public property – including any church property, or property of the federal or state government or a county, township, or municipal corporation – is exempt, unless the entity specifically requests that the property be included within the district, or unless the church is a member of the existing qualified nonprofit corporation creating the district at the time the district is created.

### How will I pay the assessment?

District assessments will be collected by the Hamilton County Auditor's Office. Notification that your assessment is due will appear as part of your semi-annual property tax bill.

### What safeguards exist to ensure property owners benefit from the services?

The assessment term is four years and its renewal is determined by the property owners of the District.

The property owners of the District elect their own board of trustees, individuals who own property or represent property owners within the District. Elections are held every four years to coincide with the start of a new Services Plan. This elected board of trustees is responsible for the governance of the OTR South SID – more specifically, for ensuring the Services Plan is being executed by the Service Provider. Owners may appeal to their board of trustees regarding any issue in the District. The board will make every effort to address the legitimate concerns of all property owners. In the event that more than 50% of property owners in the District, as determined by appraised value, believe that the District is not providing sufficient benefit, state statute provides a mechanism for the District to be terminated at any time.

#### How is the assessment calculated?

By state statute, the Special Improvement District assessment must be apportioned equitably among all property owners within the service delivery area. Within the OTR South SID, plans call for 75% of the cost to be based upon the assessed value of your property, and 25% according to its front footage. Front footage, as defined by Ohio Revised Code 1710.01, is all real property located in the District that abuts upon any street, alley, public road, place, boulevard, parkway, park entrance, easement, or other existing public improvement within the District. The formula equally distributes the burden among large and small properties.

# **Questions?**

For more information, visit:

www.OTRSouthSID.com

Email us at OTRSID2020@gmail.com



August 31, 2020

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

From: Paula Boggs Muething, Interim City Manager

Subject: Declaring the Necessity of Assessing Properties in the OTR

South Special Improvement District

Attached is an Emergency Legislative Resolution:

**DECLARING** the necessity of assessing properties in the Over-the-Rhine South Special Improvement District of Cincinnati to implement the 2021-2024 services plan for the district in accordance with Section 727.12 and Chapter 1710 of the Ohio Revised Code.

# EMERGENCY Legislative Resolution

JRS

RESOLUTION NO	2020
---------------	------

**DECLARING** the necessity of assessing properties in the Over-the-Rhine South Special Improvement District of Cincinnati to implement the 2021-2024 services plan for the district in accordance with Section 727.12 and Chapter 1710 of the Ohio Revised Code.

WHEREAS, on \_\_\_\_\_\_\_, by Legislative Resolution No. \_\_\_\_\_\_, the Council approved the petition for (i) the creation of the Over-the-Rhine South Special Improvement District of Cincinnati ("SID"); (ii) the approval of the articles of incorporation for the non-profit corporation formed to operate and govern the SID; and (iii) the adoption of the 2021-2024 services plan for the SID ("Services Plan"); and

WHEREAS, pursuant to Ohio Revised Code Section 1710.02(F), the Services Plan is deemed to specially benefit the property owners in the SID, and the City is required to levy an assessment to pay for the costs of the Services Plan; and

WHEREAS, Ohio Revised Code Section 1710.06 further requires the City follow the procedures as provided in Chapter 727 of the Ohio Revised Code to establish the assessment; and

WHEREAS, the Council hereby resolves to declare the necessity of an assessment to pay for the costs of the Services Plan; now, therefore,

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

Section 1. That it is hereby declared necessary and conducive to the public health, safety, convenience, and general welfare to assess all property located in the Over-the-Rhine South Special Improvement District of Cincinnati ("SID") and not excluded by law, an inventory of which property is on file with the Clerk of Council and is available for public inspection, to pay for the costs of implementing the 2021-2024 Services Plan ("Services Plan") for the SID.

Section 2. That the Services Plan, specifications, and cost estimates corresponding to the necessary assessments are on file with the Clerk of Council and are available for public inspection, and they are incorporated herein by reference and hereby approved.

Section 3. That the assessments shall be calculated and apportioned by using a combination of (i) the percentage of an assessed property's front footage relative to the front footage of all assessed properties in the district (which, for purposes of the assessment shall include all property that abuts upon a street, alley, public road, place boulevard, parkway, park entrance, easement, or public improvement), which shall consist of 25% of the assessment, and (ii) the percentage of an assessed property's tax value relative to the tax value of all assessed properties in the district, which shall consist of 75% of the assessment, as further set forth in the Services Plan.

Section 4. That the City does not intend to issue securities in anticipation of either the levy or collection of the special assessments.

Section 5. That the assessments shall be certified to the Hamilton County Auditor to be placed on the tax bills and paid in eight semi-annual installments, at the same time and in the same manner as real property taxes and commence with the taxes that are due and payable in January 2021.

Section 6. That the costs for any plans, improvements, and any related expenses shall be funded solely by the funds raised by this assessment.

Section 7. That the City Manager, or her designee, is authorized to prepare, in accordance with the method of assessment set forth in Sections 2 and 3 hereof, an estimate of the amount of the assessment against each lot or parcel to be assessed and shall file it in the Office of the Clerk of Council.

Section 8. That notice of the passage of this resolution shall be given pursuant to Chapter 727.13 of the Ohio Revised Code by the Clerk of Council, or a person designated by the Clerk, upon the owners of the parcels of land to be assessed, in the same manner as service of summons in civil cases, by certified mail addressed to such owner at his or her last known address or to the

address to which tax bills are sent, by publication, and in accordance with Article II, Section 6 of the City Charter.

Section 9. That the assessment may be levied and collected before the Services Plan, improvements, and any related expenses are commenced.

Section 10. That this legislative resolution shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to begin the process for establishing the assessments necessary to timely implement the Services Plan.

Passed:	, 2020	
		John Cranley, Mayor
Attest:Clerk		

### EMERGENCY

# City of Cincinnati

LES AWG

# An Ordinance No.

- 2020

**DECLARING** that Linn Street at the corner of Linn Street and Chestnut Street shall hereby receive the honorary, secondary name of Donna Pringle Crossing in memory of Donna Pringle and in recognition of her contributions and dedication to the City of Cincinnati.

WHEREAS, Donna Pringle was born December 5, 1952, and attended Robert A. Taft High School; and

WHEREAS, Ms. Pringle is described by all who knew her as a pillar of, and a guardian angel for, the West End community; and

WHEREAS, Ms. Pringle was known for helping everyone and was always on her way to the store to pick up groceries or medication for neighbors in her community; and

WHEREAS, Ms. Pringle frequently walked children from the bus stop on Linn Street, making sure they got off the bus and went home; and

WHEREAS, Ms. Pringle was given the moniker "Park Town Donna" by her neighbors because she was a person who always looked out for the entire community; and

WHEREAS, Ms. Pringle doted on her nieces and nephews, who were described by her sister as her whole world; and

WHEREAS, Ms. Pringle passed away on July 3, 2020; now, therefore,

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

Section 1. That Linn Street at the corner of Linn Street and Chestnut Street shall hereby receive the honorary, secondary name of Donna Pringle Crossing by legislative action of the Mayor and City Council in memory of Donna Pringle and in recognition of her contributions and dedication to the City of Cincinnati and its citizens.

Section 2. That the appropriate City officials are hereby authorized to do all things necessary and proper to implement the provisions of Section 1 herein, including the generation

and installation of appropriate secondary street signage, which shall designate Linn Street at the corner of Linn Street and Chestnut Street as Donna Pringle Crossing in accordance with the Department of Transportation and Engineering's procedures relating to street designation and related signage.

Section 3. That a copy of this ordinance be sent to the family of Donna Pringle via the office of Councilmember Chris Seelbach.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to allow the Department of Transportation and Engineering to move forward with the administrative requirements needed to construct and implement the secondary signage at the designated location.

Passed:		, 2020	
			John Cranley, Mayor
Attest:	Clerk		



Date: July 28, 2020

To:

Councilmember Chris Seelbach

From:

Andrew W. Garth, Interim City Solicitor

Subject:

Emergency Ordinance - Honorary Street Name Donna Pringle Crossing

Transmitted herewith is an emergency ordinance captioned as follows:

**DECLARING** that Linn Street at the corner of Linn Street and Chestnut Street shall hereby receive the honorary, secondary name of Donna Pringle Crossing in memory of Donna Pringle and in recognition of her contributions and dedication to the City of Cincinnati.

AWG/LES/(lnk) Attachment 317086



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



801 Plum Street, Suite 356 Cincinnati, Ohio 45202

Phone (513) 352-3464

Email christopher.smitherman@

cincinnati-oh.gov Web www.cincinnati-oh.gov

202000945

Christopher E. C. Smitherman

Cincinnati Vice Mayor

July 28, 2020

### MOTION

The Property Tax Working Group (PTWG) was created by motion on September 5, 2018 to study trends related to property taxes. Especially important were, rising property taxes in areas experiencing significant levels of development, helping senior citizens remain in their homes and communities, and reporting on best practices of other cities and states. (Please see the attach motion and vote by Cincinnati City Council).

The Property Tax Working Group had its final meeting on Thursday, July 23, 2020. This group was Chaired by Carol Gibbs, President/CEO Mt. Auburn Community Development Corporation (MACDC) and Vice Mayor Christopher Smitherman. The idea for the PTWG was the brainchild of Mrs. Carol Gibbs.

# Residential Tax Abatement Policy Recommendations

## Section I: Immediate Recommendation

**Recommendation 1** – Residential buildings with up to and including four units should be eligible for residential tax abatements

### Section IV - Long-Term Recommendation

This section includes recommendations that will require a more long-term approach.

**Long-Term Recommendation 1** – Explore a tiered approach to residential tax abatements based on extensive study.

• If a tiered approach is implemented, then increase staff to meet need for longterm monitoring.

**Long-Term Recommendation 2** – Consider a stipulation that would prohibit properties that receive residential tax abatements from being able to register on the City's Short-term Rental Registry as anything other than "hosted." [joint recommendation – Property Tax Relief for Seniors and People Living with Disabilities/Special Needs – Tax Fairness Recommendation]



801 Plum Street, Suite 356 Cincinnati, Ohio 45202

Phone (513) 352-3464

Email christopher.smitherman@

cincinnati-oh.gov

Web www.cincinnati-oh.gov

Christopher E. C. Smitherman

Cincinnati Vice Mayor

Long-Term Recommendation 3 – Explore possible incentives for local renter co-ops.

**WE MOVE** that the above PTWG recommendations be adopted by Cincinnati City Council.

Chilphan & Spirthermon	
Vice Mayor Christopher Smitherman	
David Marin.	



801 Plum Street, Suite 356 Cincinnati, Obio 45202

Phone (513) 352-3464

Final christopher.smithermanta

cincinnan-oh.gov

Web www.ememnati-oh.gov

Christopher E. C. Smitherman

Cincinnati Vice Mayor

September 5, 2018

201801401

#### **MOTION**

WE MOVE that the lobbyist for the City of Cincinnati provide a procedural framework for City Council and the Property Tax Project working group to amend Ohio state laws governing property taxes to ensure that property owners, specifically legacy residents and senior citizens on fixed incomes, who reside in developing neighborhoods and whose property taxes are increasing as a result have a greater opportunity to remain in their homes.

WE FURTHER MOVE that a working group be created to study trends related to property taxes, especially the issue of rising property taxes in areas experiencing significant levels of development; to make recommendations to City Council aimed at helping to keep senior citizens in their homes and communities; and to report on best practices in other cities and states facing similar challenges.

WE FURTHER MOVE that the working group include members from: the African-American Chamber of Commerce; the Board of Realtors; the Cincinnati Neighborhood Business Districts United; the Community Action Agency; the Community Development Corporations Association of Greater Cincinnati; the Council on Aging; the Baptist Ministers Conference; the Hamilton County Auditor/representative; the Homebuilders Association; Invest in Neighborhoods; representatives of Allied Construction Industries; the United Way; the University of Cincinnati's Real Estate Program and the DAAP School of Planning; and the Urban League.

WE FURTHER MOVE that the working group review the City's Tax Abatement Program.

WE FURTHER MOVE that the Planning Department lead this working group.

Vice Mayor Christopher Smitherman

TAMAYA DENINARO

{00267017-1}



**Item Search** 

**Document Search** 

Main Menu

Record 1 of 1

First Previous Next Last

**Return to Result Set** 

Item #:

201801401

**Get Documents** 

Calendar Date:

10/03/2018

Sponsors:

**BUDGET AND FINANCE COMMITTEE** 

Status/Recommendation:

**ADOPT** 

Description:

MOTION, submitted by Vice Mayor Smitherman and Councilmembers Mann, Dennard and Young WE MOVE that the lobbyist for the City of Cincinnati provide a procedural framework for City Council and the Property Tax Project working group to amend Ohio state laws governing property taxes to ensure that property owners, specifically legacy residents and senior citizens on fixed incomes, who reside in developing neighborhoods and whose property taxes are increasing as a result have a greater opportunity to remain in their homes. WE FURTHER MOVE that a working group be created to study trends related to property taxes, especially the issue of rising property taxes in areas experiencing significant levels of development; to make recommendations to City Council aimed at helping to keep senior citizens in their homes and communities; and to report on best practices in other cities and states facing similar challenges. WE FURTHER MOVE that the working group include members from: the African-American Chamber of Commerce; the Board of Realtors; the Cincinnati Neighborhood Business Districts United; the Community Action Agency; the Community Development Corporations Association of Greater Cincinnati; the Council on Aging; the Baptist Ministers Conference; the Hamilton County Auditor/representative; the Homebuilders Association; Invest in Neighborhoods; representatives of Allied Construction Industries; the United Way; the University of Cincinnati's Real Estate Program and the DAAAP School of Planning; and the Urban League. WE FURTHER MOVE that the working group review the City's Tax Abatement Program. WE FURTHER MOVE that the Planning Department lead this working group.

**Final Disposition:** 

**ADOPTED** 

Votes:

	<u>Finai</u>
MR. SMITHERMAN	Α
MR. YOUNG	Υ
MS. DENNARD	Υ
MR. LANDSMAN	Y
MR. MANN	Y
MS. MURRAY	Y
MR. PASTOR	Y
MR. SEELBACH	Y
MR. SITTENFELD	Υ
	10/03/2018

Referral:

CLOSED - Law Department

Meeting Date: 09/10/2018

Due: 09/17/2018

Closed: 10/26/2018

Return To: BUDGET AND FINANCE COMMITTEE

Manager's Direction: PREPARE REPORT

Record 1 of 1

First Previous Next Last

Return to Result Set



801 Plum Street, Suite 356 Cincinnati, Olio 45202

Phone 513 352 3464

I mail - christopher smitherman a

cincinnati-oh gov

Web www.ememnati-object

Christopher E. C. Smitherman

Cinannan The Menor

201900467

March 15, 2019

### MOTION

WE MOVE that the Property Tax Project working group also include members from: Cincinnati Public Schools; Greater Cincinnati Chinese Chamber of Commerce; Hamilton
County Treasurer; Hispanic Chamber Cincinnati USA; Homeownership Center of
Greater Cincinnati; Housing Opportunities Made Equal (HOME); Indian American
Chamber of Commerce; Legal Aid Society; Local Initiatives Support Corporation (LISC)
and The Port.
1 Constitution
The Mayor Sheider by Smith and
Vice Mayor Christopher Smitherman
Marile -

### **STATEMENT**

This motion is an addendum to Motion #201801401 dated October 3, 2018, in order to add additional members to the Property Tax Project working group.



Item Search Document Search Main Menu

Record 1 of 1 First Previous Next Last	Return to Result Se
Item #:	201900467 Get Document
Calendar Date:	04/03/2019
Sponsors:	BUDGET AND FINANCE COMMITTEE
Status/Recommendation:	ADOPT
Description:	MOTION, submitted by Vice Mayor Smitherman and Councilmember Young, WE MOVE that the Property Tax Project working group also include members from: Cincinnati Public Schools; Greater Cincinnati Chinese Chamber of Commerce; Hamilton County Treasurer; Hispanic Chamber Cincinnati USA; Homeownership Center of Greater Cincinnati; Housing Opportunities Made Equal (HOME); Indian American Chamber of Commerce; Legal Aid Society; Local Initiatives Support Corporation (LISC); and The Port. (STATEMENT ATTACHED)
Final Disposition:	ADOPTED
Votes:	MR. MANN Y MS. MURRAY Y MR. PASTOR Y MR. SEELBACH Y MR. SITTENFELD Y MR. SMITHERMAN Y MR. YOUNG Y MS. DENNARD Y MR. LANDSMAN Y 04/03/2019
After Action:	CLOSED - City Planning
	Type: Status Report to Administration  Description: MOVE that the Property Tax Project working group also include members from: Cincinnati Public Schools; Greater Cincinnati Chinese Chamber of Commerce; Hamilton County Treasurer; Hispanic Chamber Cinci  Assigned: 04/03/2019 Due: 05/03/2019 Completed: 07/31/2019
<b>Record 1 of 1</b> First Previous Next Last	Cincinnati Public Schools; Greater Cincinnati Chinese Chamber of Commerce; Hamilton Count Treasurer; Hispanic Chamber Cinci



801 Plum Street, Suite 356 Cincinnati, Ohio 45202

Phone (513) 352-3464

Email christopher.smitherman@

cincinnati-oh.gov Web www.cincinnati-oh.gov

202000951

Christopher E. C. Smitherman

Cincinnati Vice Mayor

July 28, 2020

### MOTION

The Property Tax Working Group (PTWG) was created by motion on September 5, 2018 to study trends related to property taxes. Especially important were, rising property taxes in areas experiencing significant levels of development, helping senior citizens remain in their homes and communities, and reporting on best practices of other cities and states. (Please see the attach motion and vote by Cincinnati City Council).

The Property Tax Working Group had its final meeting on Thursday, July 23, 2020. This group was Chaired by Carol Gibbs, President/CEO Mt. Auburn Community Development Corporation (MACDC) and Vice Mayor Christopher Smitherman. The idea for the PTWG was the brainchild of Mrs. Carol Gibbs.

# Property Tax Policy Recommendations for Seniors/People Living with Disabilities/Special Needs

### Structure of Recommendations

Section I Tax Relief – Discount and Deferral

Qualifications | Discount | Deferral | Considerations

Section II Tax Fairness

Section III Other Measures

# Section I: Tax Relief - Discount and Deferral Recommendations

#### Qualifications

- a. Own and Occupy Property
- b. 65+
- Owner or dependent (resident) certified by a licensed physician or psychologist, or a state or federal agency as permanently disabled as of January 1 of the year for which applying
- d. Surviving spouse of a person who was receiving the previous homestead exemption at the time of death
- e. Low-income surviving house member qualification requirement being that the house member must have designated that property as primary residence for at



801 Plum Street, Suite 356 Cincinnati, Ohio 45202

Phone (513) 352-3464

Email christopher.smitherman@

cincinnati-oh.gov

Web www.cincinnati-oh.gov

# Christopher E. C. Smitherman

Cincinnati Vice Mayor

least 10 years (or 10 year equivalent if a re-entering citizen – calculated by adding primary residence with time incarcerated totaling the previous 10 years).

Note: % of discount reassessed after senior/person with a disability no longer identifies property as primary residence

### **Discount Recommendations**

Based on income, increase in amount of taxes paid is capped.

- a. Applies to home + 1 acre of property
- b. Applies only to the assessed increase in value after purchase date
- c. Cap/ceiling changes based on income (deducting medical expenses) (using HUD guidelines)
- d. The cap/ceiling on taxes paid:
  - i. If income is above 120% AMI no ceiling/cap
  - ii. Ceiling of 100% rate of increase above original tax bill if income is 80% -120% AMI
  - iii. Ceiling of 50% rate of increase if low income (50% 80% AMI)
  - iv. Ceiling of 20% rate of increase if very low income (30% 50% AMI)
  - v. Ceiling of 5% rate of increase if extremely low income (0-30% AMI)

### **Deferral Recommendations**

- a. This deferral is automatically available to everyone who is eligible for discount (residential properties owned and occupied by owner) and anyone who has been a resident owner of identified property for 10-15 years or more (how many of these properties exist study this before determining 10 or 15 years)
- b. Applies to portion of property tax increases that were not discounted.
- c. Lasts until
  - i. Death of original recipient, or dependent with a disability
  - ii. When the original recipient, or dependent with a disability moves, or and there isn't a spouse or a surviving income and time qualified householder
  - iii. Property is sold
- d. Due upon deferral's end: All back unpaid deferral plus average (mean) rate of inflation from start of deferral until end of deferral
  - i. Deferral is considered a lien on the property and must be paid in advance of the sale.
  - ii. If deferral amount is more than the sale then the lien remains on the property through continued sales until the deferral is paid.



801 Plum Street, Suite 356 Cincinnati, Ohio 45202

Phone (513) 352-3464

Email christopher.smitherman@

cincinnati-oh.gov

Web www.cincinnati-oh.gov

Christopher E. C. Smitherman

Cincinnati Vice Mayor

### Section II: Tax Fairness

**Recommendation 1** – If a property receives any of these tax benefits/assistance measures, it is not permitted to be registered on the City's Short-term Rental Registry as anything other than "hosted". [joint recommendation – Residential Tax Abatement Long-Term Recommendation 2]

### Section III: Other Measures

**Recommendation 1** – Change the Zoning Code to permit accessory dwellings/granny flats with stipulations that:

- a. Either the larger or smaller residence must be occupied as the primary residence by the owner more than 75% of year
- b. Require landlord training on fair housing, sample rental contracts, landlord best practices and more.

**Recommendation 2** – Streamline approvals and waive fees for building permits related to accessibility, such as widening doorways and hallways, curb less showers, step-free entries, cabinetry modifications for wheel-in space. Extra sound insulation can be considered as well.

**Recommendation 3** – Increase funding, including grants and loans, for programs that assist the elderly and people with disabilities and families with dependents that have a disability in maintaining and modifying their residences for accessibility. A sliding scale for eligibility.

**Recommendation 4** – Education and information for homeowners and small contractors

- a. Create an online portal with programs and resources for residents, both homeowners and renters, and contractors [joint recommendation – Resources for Low/Limited Income Residents Recommendation 1]
- b. Use this information to create fliers that can be included in tax bill mailings and set out at the permit offices and other points of contact



801 Plum Street, Suite 356 Cincinnati, Ohio 45202

Phone (513) 352-3464

Email christopher.smitherman@

cincinnati-oh.gov

Web www.cincinnati-oh.gov

# Christopher E. C. Smitherman

Cincinnati Vice Mayor

c. Expand the pool and build the capacity of small contractors. Use the compiled info on all programs and resources to educate them so they can use the info as a marketing tool to find new customers.

Have fliers about these educational/marketing opportunities at stores serving contractors (hardware, plumbing supply, electrical supply, etc.).

**Recommendation 5** – Avoid housing harassment by fining entities having more than one unsolicited contact with a property owner.

Find out if it is possible to track on-line property maintenance complaints if a complainant is submitting complaints on multiple properties. If possible, these complainants will receive a warning. If they continue, it should be considered harassment and they would receive a fine.

**Recommendation 6** – Provide education to landlords about the importance of allowing tenants who are seniors or persons with a disability to modify properties without requiring these individuals to return the property to its original condition upon move out. Educate landlords on the importance of this.

Recommendation 7 – Make housing a priority by creating a position like the Chief Advocacy Officer role that would lead housing efforts for the City. [joint recommendation – Resources for Low/Limited Income Residents Recommendation 3]

WE MOVE that the above PTWG recommendations be adopted by Cincinnati City Council.

Vice Mayor Christopher Smitherman	-
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801 Plum Street, Suite 356 Cincinnati, Ohio 45202

Phone (513) 352-3464

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cincinnan-oh.gov Veb www.cmcmnan-oh.gov

Christopher E. C. Smitherman

Cincinnati Vice Mayor

September 5, 2018

201801461

#### MOTION

WE MOVE that the lobbyist for the City of Cincinnati provide a procedural framework for City Council and the Property Tax Project working group to amend Ohio state laws governing property taxes to ensure that property owners, specifically legacy residents and senior citizens on fixed incomes, who reside in developing neighborhoods and whose property taxes are increasing as a result have a greater opportunity to remain in their homes.

WE FURTHER MOVE that a working group be created to study trends related to property taxes, especially the issue of rising property taxes in areas experiencing significant levels of development; to make recommendations to City Council aimed at helping to keep senior citizens in their homes and communities; and to report on best practices in other cities and states facing similar challenges.

WE FURTHER MOVE that the working group include members from: the African-American Chamber of Commerce; the Board of Realtors; the Cincinnati Neighborhood Business Districts United; the Community Action Agency; the Community Development Corporations Association of Greater Cincinnati; the Council on Aging; the Baptist Ministers Conference; the Hamilton County Auditor/representative; the Homebuilders Association; Invest in Neighborhoods; representatives of Allied Construction Industries; the United Way; the University of Cincinnati's Real Estate Program and the DAAP School of Planning; and the Urban League.

WE FURTHER MOVE that the working group review the City's Tax Abatement Program.

WE FURTHER MOVE that the Planning Department lead this working group.

Vice Mayor Christophen Smitherman

TAMAYA DENINAMO

{00267017-1}

COMMITTEES



**Item Search** 

**Document Search** 

Main Menu

Record 1 of 1

First Previous Next Last

Return to Result Set

Item #:

201801401

**Get Documents** 

Calendar Date:

10/03/2018

Sponsors:

BUDGET AND FINANCE COMMITTEE

Status/Recommendation:

ADOPT

Description:

MOTION, submitted by Vice Mayor Smitherman and Councilmembers Mann, Dennard and Young WE MOVE that the lobbyist for the City of Cincinnati provide a procedural framework for City Council and the Property Tax Project working group to amend Ohio state laws governing property taxes to ensure that property owners, specifically legacy residents and senior citizens on fixed incomes, who reside in developing neighborhoods and whose property taxes are increasing as a result have a greater opportunity to remain in their homes. WE FURTHER MOVE that a working group be created to study trends related to property taxes, especially the issue of rising property taxes in areas experiencing significant levels of development; to make recommendations to City Council aimed at helping to keep senior citizens in their homes and communities; and to report on best practices in other cities and states facing similar challenges. WE FURTHER MOVE that the working group include members from: the African-American Chamber of Commerce; the Board of Realtors; the Cincinnati Neighborhood Business Districts United; the Community Action Agency; the Community Development Corporations Association of Greater Cincinnati; the Council on Aging; the Baptist Ministers Conference; the Hamilton County Auditor/representative; the Homebuilders Association; Invest in Neighborhoods; representatives of Allied Construction Industries; the United Way; the University of Cincinnati's Real Estate Program and the DAAAP School of Planning; and the Urban League. WE FURTHER MOVE that the working group review the City's Tax Abatement Program. WE FURTHER MOVE that the Planning Department lead this working group.

Final Disposition:

**ADOPTED** 

Votes:

	IIIIai
MR. SMITHERMAN	A
MR. YOUNG	Y
MS. DENNARD	Y
MR. LANDSMAN	Y
MR. MANN	Y
MS. MURRAY	Y
MR. PASTOR	Y
MR. SEELBACH	Y
MR. SITTENFELD	Y
	10/03/2018

Final

Referral:

CLOSED - Law Department

Meeting Date: 09/10/2018

Due: 09/17/2018

Closed: 10/26/2018

Return To: BUDGET AND FINANCE COMMITTEE

Manager's Direction: PREPARE REPORT

Record 1 of 1

First Previous Next Last

Return to Result Set



S01 Plum Street, State 356. Cincinnan, Obio 45202

Phone 513 352 3464

I mail - christopher smitherman a

emenman oh gov Web www.emenman-object

201900467

Christopher E. C. Smitherman

March 15, 2019

### MOTION

### STATEMENT

This motion is an addendum to Motion #201801401 dated October 3, 2018, in order to add additional members to the Property Tax Project working group.



Item Search Document Search Main Menu

Record 1 of 1	
First Previous Next Last	Return to Result Set

Item #: 201900467

**Get Documents** 

Calendar Date: 04/03/2019

Sponsors: BUDGET AND FINANCE COMMITTEE

Status/Recommendation: ADOPT

Description: MOTION, submitted by Vice Mayor Smitherman and Councilmember Young, WE MOVE that the

Property Tax Project working group also include members from: Cincinnati Public Schools; Greater Cincinnati Chinese Chamber of Commerce; Hamilton County Treasurer; Hispanic Chamber Cincinnati USA; Homeownership Center of Greater Cincinnati; Housing Opportunities Made Equal (HOME); Indian American Chamber of Commerce; Legal Aid Society; Local

Initiatives Support Corporation (LISC); and The Port. (STATEMENT ATTACHED)

Final Disposition: ADOPTED

Votes:  $\begin{array}{c|c} & \underline{\text{Final}} \\ \text{MR. MANN} & Y \end{array}$ 

MS. MURRAY Y
MR. PASTOR Y
MR. SEELBACH Y
MR. SITTENFELD Y
MR. SMITHERMAN Y
MR. YOUNG Y
MS. DENNARD Y
MR. LANDSMAN Y

N Y 04/03/2019

After Action: CLOSED - City Planning

Type: Status Report to Administration

Description: MOVE that the Property Tax Project working group also include members from: Cincinnati Public Schools; Greater Cincinnati Chinese Chamber of Commerce; Hamilton County

Treasurer; Hispanic Chamber Cinci

Assigned: 04/03/2019 Due: 05/03/2019 Completed: 07/31/2019

Record 1 of 1

First Previous Next Last Return to Result Set



801 Plum Street, Suite 356 Cincinnati, Ohio 45202

Phone (513) 352-3464

Email christopher.smitherman@cincinnati-oh.gov

Web www.cincinnati-oh.gov

202000954

Christopher E. C. Smitherman

Cincinnati Vice Mayor

July 28, 2020

### **MOTION**

The Property Tax Working Group (PTWG) was created by motion on September 5, 2018 to study trends related to property taxes. Especially important were, rising property taxes in areas experiencing significant levels of development, helping senior citizens remain in their homes and communities, and reporting on best practices of other cities and states. (Please see the attach motion and vote by Cincinnati City Council).

The Property Tax Working Group had its final meeting on Thursday, July 23, 2020. This group was Chaired by Carol Gibbs, President/CEO Mt. Auburn Community Development Corporation (MACDC) and Vice Mayor Christopher Smitherman. The idea for the PTWG was the brainchild of Mrs. Carol Gibbs.

# Recommendations for low and limited-income individuals to stay in their homes

**Recommendation 1** – Create an online portal with programs and resources for residents, both homeowners and renters.

This portal would be like the open data portal managed by the Office of Performance and Data Analytics (OPDA). The portal should by user-friendly but include deep connections in its logic. For example, users would enter age, veteran status, etc. and the portal would respond with the programs that are available to them. Helps with goal to proactively identify homeowners who need help with repairs, so the burden does not only fall to the homeowner.

**Recommendation 2** – Create a housing court with a dedicated support staff who are housing experts and can connect residents to resources.

Convert a Common Pleas seat into a housing court seat. Community members can advocate for this by lobbying the Common Pleas judges directly, as well ask their City representatives to support the creation of a housing court. Cleveland is a good reference for this recommendation.

**Recommendation 3** – Make housing a priority by creating a position like the Chief Advocacy Officer role that would lead housing efforts for the City.



801 Plum Street, Suite 356 Cincinnati, Ohio 45202

Phone (513) 352-3464

Email christopher.smitherman@

cincinnati-oh.gov

Web www.cincinnati-oh.gov

Christopher E. C. Smitherman

Cincinnati Vice Mayor

This position would act as a Connector/Czar. This position would connect with the City Manager, City Council, Mayor, City departments, and residents, and is guided by an advisory board. This position has the responsibility to manage the portal.

**Recommendation 4** – When a code complaint is filed in a geographic area with high development activity, require a social worker to accompany the building inspector to provide information on funds to help with repairs and directions to the portal.

Helps with goal to proactively identify homeowners who need help with repairs, so the burden does not only fall to the homeowner.

**Recommendation 5** – Create a lending program for minority and women-owned contractors who work fairly with seniors and low-income households.

This lending program would have a revolving line of credit with favorable rates with the aim to restore the small contractors who lost their businesses in the 2008 recession. This would also support and grow minority-owned businesses in Cincinnati. Information on these licensed contractors would be housed on the portal.

**Recommendation 6** – Provide funding for organizations that work with homeowners to help them stay in their homes.

Information on these organizations would be on the portal.

**Recommendation 7** – Look to other cities on how they are addressing recommendations 1-7.

**Recommendation 8** – Lobby the state to make changes that benefit home retention for individuals with low or limited-income, disabilities, seniors.



801 Plum Street, Suite 356 Cincinnati, Ohio 45202

Phone (513) 352-3464

Email christopher.smitherman@

cincinnati-oh.gov

Web www.cincinnati-oh.gov

Christopher E. C. Smitherman

Cincinnati Vice Mayor

**WE MOVE** that the above PTWG recommendations be adopted by Cincinnati City Council.

Vice Mayor Christopher Smitherman		
Vice Mayor Christopher Smitherman		·
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801 Plum Street, Suite 356 Cincinnati, Ohio 45202

Phone 513: 352-3464

Email christopher.smitherman@ cincinnan-oh.gov

Web www.cincinnati-oh.gov

Christopher E. C. Smitherman

Cincinnati Vice Mayor

September 5, 2018

201801401

#### MOTION

WE MOVE that the lobbyist for the City of Cincinnati provide a procedural framework for City Council and the Property Tax Project working group to amend Ohio state laws governing property taxes to ensure that property owners, specifically legacy residents and senior citizens on fixed incomes, who reside in developing neighborhoods and whose property taxes are increasing as a result have a greater opportunity to remain in their homes.

WE FURTHER MOVE that a working group be created to study trends related to property taxes, especially the issue of rising property taxes in areas experiencing significant levels of development; to make recommendations to City Council aimed at helping to keep senior citizens in their homes and communities; and to report on best practices in other cities and states facing similar challenges.

WE FURTHER MOVE that the working group include members from: the African-American Chamber of Commerce; the Board of Realtors; the Cincinnati Neighborhood Business Districts United; the Community Action Agency; the Community Development Corporations Association of Greater Cincinnati; the Council on Aging; the Baptist Ministers Conference; the Hamilton County Auditor/representative; the Homebuilders Association; Invest in Neighborhoods; representatives of Allied Construction Industries; the United Way; the University of Cincinnati's Real Estate Program and the DAAP School of Planning; and the Urban League.

WE FURTHER MOVE that the working group review the City's Tax Abatement Program.

WE FURTHER MOVE that the Planning Department lead this working group. ice Mayor Christopher Smitherman TAMAYA DENNARD

{00267017-1}



**Item Search** 

**Document Search** 

Main Menu

Record 1 of 1

First Previous Next Last

Return to Result Set

Item #:

201801401

Get Documents

Calendar Date:

10/03/2018

Sponsors:

**BUDGET AND FINANCE COMMITTEE** 

Status/Recommendation:

ADOPT

**Description:** 

MOTION, submitted by Vice Mayor Smitherman and Councilmembers Mann, Dennard and Young WE MOVE that the lobbyist for the City of Cincinnati provide a procedural framework for City Council and the Property Tax Project working group to amend Ohio state laws governing property taxes to ensure that property owners, specifically legacy residents and senior citizens on fixed incomes, who reside in developing neighborhoods and whose property taxes are increasing as a result have a greater opportunity to remain in their homes. WE FURTHER MOVE that a working group be created to study trends related to property taxes, especially the issue of rising property taxes in areas experiencing significant levels of development; to make recommendations to City Council aimed at helping to keep senior citizens in their homes and communities; and to report on best practices in other cities and states facing similar challenges. WE FURTHER MOVE that the working group include members from: the African-American Chamber of Commerce; the Board of Realtors; the Cincinnati Neighborhood Business Districts United; the Community Action Agency; the Community Development Corporations Association of Greater Cincinnati; the Council on Aging; the Baptist Ministers Conference; the Hamilton County Auditor/representative; the Homebuilders Association; Invest in Neighborhoods; representatives of Allied Construction Industries; the United Way; the University of Cincinnati's Real Estate Program and the DAAAP School of Planning; and the Urban League. WE FURTHER MOVE that the working group review the City's Tax Abatement Program. WE FURTHER MOVE that the Planning Department lead this working group.

**Final Disposition:** 

**ADOPTED** 

Votes:

**Final** MR. SMITHERMAN Y MR. YOUNG MS. DENNARD Y Y MR. LANDSMAN MR. MANN Y MS. MURRAY Y MR. PASTOR Υ MR. SEELBACH MR. SITTENFELD 10/03/2018

Referral:

CLOSED - Law Department

Meeting Date: 09/10/2018

Due: 09/17/2018

Closed: 10/26/2018

Return To: BUDGET AND FINANCE COMMITTEE

Manager's Direction: PREPARE REPORT

Record 1 of 1

First Previous Next Last

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801 Plum Street, Suite 356 Cincinnati, Olio 45202

Phone :513 352 3464

I mail christopher.smithermanea cincinnati-oh gox

Web www.emenmatisoh.gov

Christopher E. C. Smitherman

Cinannati Via Mayor

201900467

March 15, 2019

### MOTION

WE MOVE that the Property Tax Project working group also include members from:
Cincinnati Public Schools; Greater Cincinnati Chinese Chamber of Commerce; Hamilto County Treasurer; Hispanic Chamber Cincinnati USA; Homeownership Center of
Greater Cincinnati; Housing Opportunities Made Equal (HOME); Indian American
Chamber of Commerce; Legal Aid Society; Local Initiatives Support Corporation (LISC)
and The Port.
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MALITURE
Vice Mayor Christopher Smitherman
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### STATEMENT

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**Item Search** 

**Document Search** 

**Main Menu** 

Record 1 of 1

First Previous Next Last

Return to Result Set

Item #:

201900467

**Get Documents** 

Calendar Date:

04/03/2019

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Status/Recommendation:

**ADOPT** 

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**Final Disposition:** 

ADOPTED

Votes:

<u>Final</u> MR. MANN Y MS. MURRAY Υ MR. PASTOR Y Υ MR. SEELBACH MR. SITTENFELD Y Υ MR. SMITHERMAN MR. YOUNG Y MS. DENNARD Y MR. LANDSMAN

04/03/2019

After Action:

CLOSED - City Planning

Type: Status Report to Administration

Description: MOVE that the Property Tax Project working group also include members from: Cincinnati Public Schools; Greater Cincinnati Chinese Chamber of Commerce; Hamilton County

Treasurer; Hispanic Chamber Cinci

Assigned: 04/03/2019

Due: 05/03/2019

Completed: 07/31/2019

Record 1 of 1

First Previous Next Last

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801 Plum Street, Suite 356 Cincinnati, Ohio 45202

Phone (513) 352-3464

Email christopher.smitherman@

cincinnati-oh.gov Web www.cincinnati-oh.gov

202000954

Christopher E. C. Smitherman Cincinnati Vice Mayor

July 28, 2020

#### MOTION

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Cincinnati Vice Mayor

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cincinnati-oh.gov

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Christopher E. C. Smitherman

Cincinnati Vice Mayor

**WE MOVE** that the above PTWG recommendations be adopted by Cincinnati City Council.

Vice Mayor Christopher Smitherman	
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801 Plum Street, Suite 356 Cincinnati, Ohio 45202

Phone 513; 352 3464

Email christopher.smithermanta

cincinnan-olegov

Web www.cmemnan-oh.gov

Christopher E. C. Smitherman

Cincinnati Vice Mayor

September 5, 2018

201801401

#### MOTION

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WE FURTHER MOVE that the Planning Department lead this working group.

Vice Mayor Christopher Smitherman

TAMAYA DENNAMO

{00267017-1}



**Item Search** 

**Document Search** 

Main Menu

Record 1 of 1

First Previous Next Last

Return to Result Set

Item #:

201801401

Get Documents

Calendar Date:

10/03/2018

Sponsors:

**BUDGET AND FINANCE COMMITTEE** 

Status/Recommendation:

**ADOPT** 

Description:

MOTION, submitted by Vice Mayor Smitherman and Councilmembers Mann, Dennard and Young WE MOVE that the lobbyist for the City of Cincinnati provide a procedural framework for City Council and the Property Tax Project working group to amend Ohio state laws governing property taxes to ensure that property owners, specifically legacy residents and senior citizens on fixed incomes, who reside in developing neighborhoods and whose property taxes are increasing as a result have a greater opportunity to remain in their homes. WE FURTHER MOVE that a working group be created to study trends related to property taxes, especially the issue of rising property taxes in areas experiencing significant levels of development; to make recommendations to City Council aimed at helping to keep senior citizens in their homes and communities; and to report on best practices in other cities and states facing similar challenges. WE FURTHER MOVE that the working group include members from: the African-American Chamber of Commerce; the Board of Realtors; the Cincinnati Neighborhood Business Districts United; the Community Action Agency; the Community Development Corporations Association of Greater Cincinnati; the Council on Aging; the Baptist Ministers Conference; the Hamilton County Auditor/representative; the Homebuilders Association; Invest in Neighborhoods; representatives of Allied Construction Industries; the United Way; the University of Cincinnati's Real Estate Program and the DAAAP School of Planning; and the Urban League. WE FURTHER MOVE that the working group review the City's Tax Abatement Program. WE FURTHER MOVE that the Planning Department lead this working group.

**Final Disposition:** 

**ADOPTED** 

Votes:

Final MR. SMITHERMAN Υ MR. YOUNG Y MS. DENNARD MR. LANDSMAN Y Y MR. MANN Y MS. MURRAY Y MR. PASTOR Y MR. SEELBACH MR. SITTENFELD 10/03/2018

Referral:

CLOSED - Law Department

Meeting Date: 09/10/2018

Due: 09/17/2018

Closed: 10/26/2018

Return To: BUDGET AND FINANCE COMMITTEE

Manager's Direction: PREPARE REPORT

Record 1 of 1

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**Return to Result Set** 

## City of Cincinnati



801 Plum Street, State 356 Uncurnati, Obio 45202

Phone . 513, 352-3464

I mail - christopher.smithermanea

ememnati-oh gov

Web www.emenman-oh.gov

201900467

### Christopher E. C. Smitherman

Cincinnate Una Manur

March 15, 2019

### MOTION

WE MOVE that the Property Tax Project working group also include members from: Cincinnati Public Schools; Greater Cincinnati Chinese Chamber of Commerce; Hamilton County Treasurer; Hispanic Chamber Cincinnati USA; Homeownership Center of Greater Cincinnati; Housing Opportunities Made Equal (HOME); Indian American
Chamber of Commerce; Legal Aid Society; Local Initiatives Support Corporation (LISC); and The Port.
Vice Mayor Christopher Smitherman
Marile )

### STATEMENT

This motion is an addendum to Motion #201801401 dated October 3, 2018, in order to add additional members to the Property Tax Project working group.



Item Search Document Search Main Menu

Record 1 of 1 First Previous Next Last	Return to Result Set
Item #:	201900467 <u>Get Documents</u>
Calendar Date:	04/03/2019
Sponsors:	BUDGET AND FINANCE COMMITTEE
Status/Recommendation:	ADOPT
Description:	MOTION, submitted by Vice Mayor Smitherman and Councilmember Young, WE MOVE that the Property Tax Project working group also include members from: Cincinnati Public Schools; Greater Cincinnati Chinese Chamber of Commerce; Hamilton County Treasurer; Hispanic Chamber Cincinnati USA; Homeownership Center of Greater Cincinnati; Housing Opportunities Made Equal (HOME); Indian American Chamber of Commerce; Legal Aid Society; Local Initiatives Support Corporation (LISC); and The Port. (STATEMENT ATTACHED)
Final Disposition:	ADOPTED
Votes:	Final  MR. MANN  Y  MS. MURRAY  Y  MR. PASTOR  Y  MR. SEELBACH  Y  MR. SITTENFELD  Y  MR. SMITHERMAN  Y  MR. YOUNG  Y  MS. DENNARD  Y  MR. LANDSMAN  Y  04/03/2019
After Action:	CLOSED - City Planning  Type: Status Report to Administration
	Description: MOVE that the Property Tax Project working group also include members from: Cincinnati Public Schools; Greater Cincinnati Chinese Chamber of Commerce; Hamilton County Treasurer; Hispanic Chamber Cinci

Due: 05/03/2019

Assigned: 04/03/2019

Record 1 of 1 First Previous Next Last

Return to Result Set

Completed: 07/31/2019



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

### City of Cincinnati

AEP BWG

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>
								_	
<del></del>									
				_					

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	

## 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

**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\_\$\\\\$6,897.80	<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 rang	ge of the	Public Emp	loyees	Assistance	Program
Coordinator classification to ensure competitive	e retentio	n and recruitr	nent.		
Passed:	, 2020				
		Jo	hn Crar	nley, Mayor	 r
Attest: Clerk	-				
Deletions are struck through. Additions are un	derlined.	•			

## 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

**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.

Passed:	, 2020	
		John Cranley, Mayor
Attest:		
Deletions are struck through. Addition	as are underlined.	



**Date:** August 27, 2020

To:

Vice Mayor Christopher Smitherman

From:

Andrew W. Garth, Interim City Solicitor

Subject:

**Emergency Ordinance – Proportional Representation Charter Amendment** 

(B Version)

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 the members of City Council by single transferable voting by amending existing Sections 5 and 8 of Article IX of the Charter, and repealing existing Sections 5, 5a, 5b, 6, 7, 8, and 11.

AWG/AEP/(lnk) Attachment 318672

## City of Cincinnati

AEP/B

- 2020

An Ordinance No.

**TO SUBMIT** to the electors of the City of Cincinnati an amendment to the Charter of the City to provide for the election of the members of City Council by single transferable voting by amending existing Sections 5 and 8 of Article IX of the Charter, and repealing existing Sections 5, 5a, 5b, 6, 7, 8, and 11.

**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 single transferable voting by amending existing Sections 5 and 8 of Article IX of the Charter, and repealing existing Sections 5, 5a, 5b, 6, 7, 8, and 11 as follows:

### ARTICLE IX.- NOMINATIONS AND ELECTIONS

### Section 5.

- (a) General law applies. Except as 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 Ohio general election law for non-partisan ballots for municipalities.
- (b) Voting method. The voters elect the city's members of council by single transferable voting (also known as "ranked-choice voting" or "instant-runoff voting"). Candidates for mayor at both primary and general elections shall be elected as provided in section 1a and 8 of this article.
- (c) Method of Counting Votes. The city council shall provide by ordinance for the method of counting the votes and of breaking a tie in a manner consistent with single transferable voting prior to the November 2021 general election. The council shall have power to provide for the use of mechanical, electronic or other devices for marking and sorting the ballots and tabulating the results and to modify the form of the ballot, the directions to voters, and the details in respect to the method of counting, invalidating, and preserving ballots accordingly.

The 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 by single transferrable vote as provided by this charter and ordinances adopted to implement this article.

- (d) Number of votes. Each elector shall be entitled to vote for one candidate for mayor at both the primary and general elections and for as many candidates for the council, other than mayor, as are to be elected.
- (e) Ballot Format. The city council shall provide by ordinance for the ballot format. The ballot for each elected office shall be a nonpartisan ballot without party mark or designation.

### Section 8.

In primary elections for mayor, the valid ballots cast 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.

In regular municipal election for mayor, the valid ballots cast 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 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	Shall the Charter of the City of Cincinnati be amended to provide for the				

NO	election of members of City Council by single transferable voting, also known
	as ranked-choice voting, by amending existing Sections 5 and 8 of Article IX,
	"Nominations and Elections," and repealing existing Sections 5, 5a, 6, 7, 8, and
	11?

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 and 8 of Article IX shall become a part of the Charter of the City of Cincinnati and existing Sections 5, 5a, 6, 7, 8, and 11 shall be repealed.

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

November 3, 2020 general election.		
Passed:	2020	
	-	John Cranley, Mayor
Attest:Clerk		

this ordinance to the Hamilton County Board of Elections at least sixty days prior to the

## 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

**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		

# City of Cincinnati

CMZ

BWG

An Ordinance No.

- 2020

**AUTHORIZING** the appropriation of the sum of \$3,000,000 from the unappropriated surplus of Fund 759 "Income Tax-Transit" to the Southwest Ohio Regional Transit Authority ("SORTA") non-personnel operating budget account no. 759x081x7200 for the purpose of implementing the provisions of Ordinance No. 0247-2020 which authorized the City Manager to execute an Amendment to the 1973 City-SORTA Agreement for the transfer of funds from Income Tax-Transit Fund 759 to SORTA.

WHEREAS, Ordinance No. 0247-2020 authorized 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 Southwest Ohio Regional Transit Authority ("SORTA"); and

WHEREAS, the initial reconciliation amount in 2020 was estimated to be at least \$1,500,000; and

WHEREAS, the updated amount pending initial reconciliation has been determined to be at least \$3,000,000 for 2020; and

WHEREAS, an amount of \$3,000,000 is needed to certify the contract with SORTA; now, therefore,

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

Section 1. That Council hereby authorizes the appropriation of the sum of \$3,000,000 from the unappropriated surplus of Fund 759 "Income Tax-Transit" to the Southwest Ohio Regional Transit Authority ("SORTA") non-personnel operating budget account no. 759x081x7200 for the purpose of executing an Amendment to the 1973 City-SORTA Agreement.

Section 2. 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.

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 certify funds to the contract with SORTA.

Passed:	, 2020	
		John Cranley, Mayor
Attest:		



To:

Members of the Major Projects & Smart Government Committee

From:

Paula Boggs Muething, Interim City Manager

Subject:

**Emergency Ordinance - SORTA Contract Appropriation** 

Attached is an Emergency Ordinance captioned:

AUTHORIZING the appropriation of the sum of \$3,000,000 from the unappropriated surplus of Fund 759 "Income Tax-Transit" to the Southwest Ohio Regional Transit Authority ("SORTA") non-personnel operating budget account no. 759x081x7200 for the purpose of implementing the provisions of Ordinance No. 0247-2020 which authorized the City Manager to execute an Amendment to the 1973 City-SORTA Agreement for the transfer of funds from Income Tax-Transit Fund 759 to SORTA.

This Emergency Ordinance would appropriate the sum of \$3,000,000 from the unappropriated surplus of Income Tax-Transit Fund 759 to the SORTA nonpersonnel operating budget account no. 759x081x7200. These funds are necessary to implement the provisions of Ordinance No. 0247-2020 which authorized the City Manager to execute an Amendment to the 1973 City-SORTA Agreement. The agreement includes a transfer of funds which was estimated to be at least \$1,500,000 in 2020, but has been updated, pending the initial reconciliation, to be at least \$3,000,000 which is the amount needed to certify the contract with SORTA.

The reason for the emergency is the immediate need to certify funds to the contract with SORTA.

The Administration recommends passage of this Emergency Ordinance.

cc: Christopher A. Bigham, Assistant City Manager Karen Alder, Finance Director

Attachment

## City of Cincinnati



801 Plum Street, Suite 340 Cancinnati, Oliio 45202

Phone (513) 352-4610

Final davidamann@emennan-oh.gov

Web www.cinemn.in-ob.gov

David S. Mann

July 28, 2020

### **MOTION**

<u></u>			
WE MOVE that the City identify ways to encourage and facilitate city employees to voluntee as poll workers for the November election.  Councilmember David Mann			

### Statement:

As we prepare for the November 3rd election amidst coronavirus uncertainly, the Board of Election (BOE) is recruiting a pool of poll workers so that our region is best prepared to facilitate a smooth election.

Poll workers are the difference between a smooth election and long lines, mass confusion and miscounted ballots. In recent years, it has been difficult to recruit poll workers; they are becoming older and a new generation of workers has been difficult to recruit. The February primary demonstrated these challenges.

The report should also include recommendations from the Administrations on possible drop-box locations throughout the city. Current litigation may result in Hamilton County getting more than one drop box. To prepare for that possible outcome, the Administration should review city-owned locations (e.g. Recreation Centers, Police Departments, City Hall, etc.) and identify buildings that could serve as possible drop box locations.

The November election is anticipated to draw a large percentage of eligible voters and the need for poll workers will be considerable.