



# City of Cincinnati

801 Plum Street  
Cincinnati, Ohio 45202

## CALENDAR

### Cincinnati City Council

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Wednesday, October 21, 2020

2:00 PM

Council Chambers, Room 300

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#### REVISED

#### ROLL CALL

#### PRAYER AND PLEDGE OF ALLEGIANCE

#### FILING OF THE JOURNAL

#### MAYOR CRANLEY

1. [202002020](#) **RESOLUTION**, submitted by Mayor Cranley, **EXPRESSING** the support of the Mayor and Cincinnati City Council for the City Administration to proceed without delay to establish a program to provide financial relief to qualified low-income residential customers experiencing COVID-19-related economic hardship by forgiving delinquent water service and City of Cincinnati stormwater charges accumulated during the COVID-19 crisis between March 1 to September 30, 2020.

Recommendation MAJOR PROJECTS & SMART GOVERNMENT COMMITTEE

Sponsors: Cranley

#### MR. LANDSMAN

2. [202001880](#) **ORDINANCE (EMERGENCY)**, dated 09/25/2020, submitted by Councilmember Landsman, from Andrew W. Garth, Interim City Solicitor, **AUTHORIZING** the return of the sum of \$339,245 from the Cincinnati Health Department's Cincinnati Health District Fund non-personnel operating budget account no. 416x263x7200 to the unappropriated surplus of Cincinnati Health District Fund 416; **AUTHORIZING** the transfer of the sum of \$339,245 from the unappropriated surplus of Cincinnati Health District Fund 416 to the unappropriated surplus of General Fund 050 for the purpose of returning funds to source; **AUTHORIZING** the return of the sum of \$95,000 from the Department of Recreation's General Fund 050 non-personnel operating budget account no. 050x199x7200 to the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development's General Fund non-personnel operating budget account no. 050x164x7200 for the purpose of providing leveraged support funding to The Dragonfly Foundation to provide support for families affected by pediatric cancer; **AUTHORIZING** the appropriation of the sum of \$184,245 from the unappropriated surplus of General Fund 0-50 to the Department of Community and Economic Development's General Fund non-personnel operating budget account no.

050x164x7200 for the purpose of providing leveraged support funding to Rosemary's Babies Company for adolescent parent and family support.

**Recommendation**

BUDGET AND FINANCE COMMITTEE

**Sponsors:**

Landsman

**MR. LANDSMAN**

**MRS. KEARNEY**

**MR. YOUNG**

**MR. SEELBACH**

**MR. SITTENFELD**

3. [202001991](#) **MOTION**, submitted by Councilmember Landsman, Kearney, Young, Seelbach and Sittenfeld, **WE MOVE** that the Administration work with Kingsley and Co. and the Mt. Auburn community to ensure that project - and community-based commitments are ultimately met, including an attempt by the developer to resolve remaining tenant issues.

**Recommendation** BUDGET AND FINANCE COMMITTEE

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

**MR. MANN**

4. [202002010](#) **MOTION**, submitted by Councilmember Mann, **WE MOVE** that the City administration, in light of a recent fatality on Langdon Farm Road, immediately work with Pleasant Ridge Neighborhood representatives to develop a plan to remedy the documented safety issues along this heavily travelled road. (STATEMENT ATTACHED).

**Recommendation** NEIGHBORHOODS COMMITTEE

**Sponsors:** Mann

**MR. SMITHERMAN**

5. [202001974](#) **COMMUNICATION**, submitted by Vice Mayor Smitherman, from Andy Wilson, Senior Advisor for Criminal Justice Policy, Office of Ohio Governor Mike DeWine, regarding the Ohio Revised Code Section that governs law enforcement's ability to obtain a "no knock" warrant.

**Recommendation** LAW AND PUBLIC SAFETY COMMITTEE

**Sponsors:** Smitherman

**CITY MANAGER**

6. [202001872](#) **REPORT**, dated 10/21/2020 submitted by Paula Boggs, Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for TTV CINCI INC, DBA VIV

MARKET, 2505 Fairview Avenue, Cincinnati, OH 45219. (#9078272, C1, C2, Transfer) [Objections: None]

**Recommendation** FILE

**Sponsors:** City Manager

7. [202001973](#) **REPORT**, dated 10/21/2020 submitted by Paula Boggs, Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for HSLV INC, DBA BANA MARKET, 220 W. McMillan Street, Cincinnati, Ohio 45219. (#3469780, C1, C2, D6, Transfer) [Objections: NONE]

**Recommendation** FILE

**Sponsors:** City Manager

8. [202002015](#) **MEMO**, submitted by Andrew Garth, Interim City Solicitor and Kate Burroughs, Sr. Assistant City Solicitor, from Paula Boggs Muething, City Manager, on October 12, 2020, regarding Solicitor's opinion concerning No Knock Warrants.

**Recommendation** LAW AND PUBLIC SAFETY COMMITTEE

9. [202001887](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 10/21/2020, **AUTHORIZING** the City Manager to execute a Quitclaim Deed in favor of the State of Ohio, Department of Transportation, to convey land adjacent to Interstate 75 in the Queensgate neighborhood of Cincinnati in connection with transportation improvement project HAM 75-00.22.

**Recommendation** MAJOR PROJECTS & SMART GOVERNMENT COMMITTEE

**Sponsors:** City Manager

10. [202001992](#) **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 10/21/2020, **ACCEPTING** and **CONFIRMING** the dedication of permanent easements to public use for the construction, maintenance, repair, and replacement of storm sewers and appurtenances over and across the property owned by Children's Hospital Medical Center, an Ohio non-profit corporation, located at 5642 Hamilton Avenue in College Hill neighborhood of Cincinnati, in accordance with the plat entitled "Easement for storm sewer-Kings Run Watershed."

**Recommendation** MAJOR PROJECTS & SMART GOVERNMENT COMMITTEE

**Sponsors:** City Manager

11. [202001993](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 10/21/2020, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a COVID-19 (Coronavirus) Care Resource Coordination Support Grant (RC 21) in the amount of \$275,583 from the Ohio Department of Health, to support vulnerable populations facing social and economic instability related to COVID-19 testing and diagnosis that results in isolation and quarantine.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

12. [202001994](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 10/21/2020, **AUTHORIZING** the City Manager to accept and deposit a donation in an amount up to \$110,000 from the Cincinnati Parks Foundation in Fund No. 430, "Parks Private Endowment," for the purpose of providing resources to reimburse capital improvement program project accounts for the implementation of a landscaping renovation plan completed at Hyde Park Square; ESTABLISHING new capital improvement program project account no. 980x203x212003, "Hyde Park Square Renovation," for the purpose of providing resources for the implementation of a landscaping renovation plan at Hyde Park Square; and further **AUTHORIZING** the transfer and appropriation of up to \$110,000 from the unappropriated surplus of Fund No. 430, "Parks Private Endowment," to newly established capital improvement program project account no. 980x203x212003, "Hyde Park Square Renovation."

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

13. [202001996](#) **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 10/21/2020, **AUTHORIZING** the City Manager to execute a Release of Easement to release public pedestrian ingress and egress easements across certain real property located at 525 Vine Street in the Central Business District of Cincinnati to facilitate the redevelopment of Fountain Square West.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

14. [202001998](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 10/21/2020, **DECLARING**, pursuant to Ohio Revised Code Section 5709.40(B), improvements to certain parcels of real property at the former Cast-Fab site, located west of Disney Street in the Oakley neighborhood of Cincinnati to be a public purpose and exempt from real property taxation for a period of 30 years.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

15. [202001999](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 10/21/2020, **APPROVING AND AUTHORIZING** the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with Graphite Oakley, LLC, thereby authorizing a 12-year tax exemption for 100% of the value of improvements made to real property located at 2980 Disney Street in the Oakley neighborhood of Cincinnati, in connection with the construction of five new building into enclosed parking on the first floor, consisting of approximately 564 parking spaces, and approximately 360,828 square feet of residential rental space on the upper floors, consisting of approximately 316 apartments, which construction shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total construction cost of approximately \$35.569.369.



**Recommendation** BUDGET AND FINANCE COMMITTEE**Sponsors:** City Manager

16. [202002000](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 10/21/2020, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in the amount of \$56,000 from the Oregon Community Health Information Network COVID-19 Telehealth Funding Program to support telehealth innovation for underserved communities.

**Recommendation** BUDGET AND FINANCE COMMITTEE**Sponsors:** City Manager**CLERK OF COUNCIL**

17. [202001997](#) **REGISTRATION**, submitted by the Clerk of Council from Legislative Agent Rachael Mains, Associate, Bricker and Eckler, LLP., 100 S. Third Street, Columbus, Ohio 43215-4214 (TWENTY LABS, LLC. ALSO KNOWN AS HEALTHY TOGETHER)

**Recommendation** FILE**Sponsors:** Clerk of Council**SUPPLEMENTAL ITEMS****EDUCATION, INNOVATION & GROWTH COMMITTEE****Racial Equity in Policy Task Force - 13 members; 5 F/8 M; 12 AA / 1 W**

18. [202001907](#) **APPOINTMENT**, submitted by Councilmember Sittenfeld and Kearney, **WE MOVE** that Edith Thrower, representing the Southern Christian Leadership Conference, be appointed to the Racial Equity in Policy Task Force for a term of two years. (Female/AA)
- Recommendation** CONFIRM
- Sponsors:** Sittenfeld and Kearney
19. [202001915](#) **APPOINTMENT**, submitted by Councilmember Sittenfeld and Kearney, **WE MOVE** that Denisa Porter, representing the All In Coalition, be appointed to the Racial Equity in Policy Task Force for a term of two years. (Female/AA)
- Recommendation** CONFIRM
- Sponsors:** Sittenfeld and Kearney
20. [202001923](#) **APPOINTMENT**, submitted by Councilmember Sittenfeld and Kearney, **WE MOVE** that Renee Mahaffey Harris, representing the Center for Closing the Health Gap, be appointed to the Racial Equity in Policy Task Force for a term of two years. **WE FURTHER MOVE** that Renee Mahaffey Harris shall serve as Co-Chair of the Racial Equity in Policy Task Force during her term. (Female/AA)

**Recommendation** CONFIRM**Sponsors:** Sittenfeld and Kearney

21. [202001930](#) **APPOINTMENT**, submitted by Councilmember Sittenfeld and Kearney, **WE**

**MOVE** that Commissioner Melba Moore, representing the Cincinnati Health Department, with the consent of the Board of Health, be appointed to the Racial Equity in Policy Task Force for a term of two years. **WE FURTHER MOVE** that Commissioner Melba Moore shall serve as Co-Chair of the Racial Equity in Policy Task Force during her term. (Female/AA)

**Recommendation** CONFIRM

**Sponsors:** Sittenfeld and Kearney

22. [202001938](#) **APPOINTMENT**, submitted by Councilmember Sittenfeld, **WE MOVE** that Eric Kearney, representing the African American Chamber of Commerce, be appointed to the Racial Equity in Policy Task Force for a term of two years. (Male/AA)

**Recommendation** CONFIRM

**Sponsors:** Sittenfeld

23. [202001945](#) **APPOINTMENT**, submitted by Councilmember Sittenfeld and Kearney, **WE MOVE** that Reverend Damon Lynch, III, representing the Community Economic Advancement Initiative, be appointed to the Racial Equity in Policy Task Force for a term of two years. (Male/AA)

**Recommendation** CONFIRM

**Sponsors:** Sittenfeld and Kearney

24. [202001953](#) **APPOINTMENT**, submitted by Councilmember Sittenfeld and Kearney, **WE MOVE** that William West, representing the Cincinnati African American Firefighters Association, be appointed to the Racial Equity in Policy Task Force for a term of one year. (Male/AA)

**Recommendation** CONFIRM

**Sponsors:** Sittenfeld and Kearney

25. [202001961](#) **APPOINTMENT**, submitted by Councilmember Sittenfeld and Kearney, **WE MOVE** that Eddie Koen, representing the Urban League of Greater Southwestern Ohio, be appointed to the Racial Equity in Policy Task Force for a term of one year. (Male/AA)

**Recommendation** CONFIRM

**Sponsors:** Sittenfeld and Kearney

26. [202001962](#) **APPOINTMENT**, submitted by Councilmember Sittenfeld and Kearney, **WE MOVE** that Joe Mallory, representing the Cincinnati NAACP, be appointed to the Racial Equity in Policy Task Force for a term of one year. (Male/AA)

**Recommendation** CONFIRM

**Sponsors:** Sittenfeld and Kearney

27. [202001963](#) **APPOINTMENT**, submitted by Councilmember Sittenfeld and Kearney, **WE MOVE** that Louis Arnold, representing the Sentinel Police Association, be appointed to the Racial Equity in Policy Task Force for a term of one year. (Male/AA)

**Recommendation** CONFIRM

**Sponsors:** Sittenfeld and Kearney

28. [202001964](#) **APPOINTMENT**, submitted by Councilmember Sittenfeld and Kearney, **WE MOVE** that Dr. Roosevelt Walker, representing the Cincinnati Medical Association, be appointed to the Racial Equity in Policy Task Force for a term of one year. (Male/AA)

**Recommendation** CONFIRM

**Sponsors:** Sittenfeld and Kearney

29. [202001965](#) **APPOINTMENT**, submitted by Councilmember Sittenfeld and Kearney, **WE MOVE** that Bishop Bobby Hilton, representing the National Action Network, be appointed to the Racial Equity in Policy Task Force for a term of two years. (Male/AA)

**Recommendation** CONFIRM

**Sponsors:** Sittenfeld and Kearney

30. [202001966](#) **APPOINTMENT**, submitted by Councilmember Sittenfeld, **WE MOVE** that Ali Kathman, representing Hamilton County Public Health, be appointed to the Racial Equity in Policy Task Force for a term of one year. (Female/White)

**Recommendation** CONFIRM

**Sponsors:** Sittenfeld

31. [202002016](#) **APPOINTMENT**, submitted by Councilmember Sittenfeld, **WE MOVE** that Rev. Mark Bomar, representing the Baptist Ministers Conference, be appointed to the Racial Equity in Policy Task Force for a term of one year. (Male/AA)

**Recommendation** CONFIRM

**Sponsors:** Sittenfeld

32. [202002021](#) **APPOINTMENT**, submitted by Councilmember Sittenfeld and Kearney, **WE MOVE** that Dr. Lisa Wilson, representing the Black Nurses Association, be appointed to the Racial Equity in Policy Task Force for a term of one year. (Female/AA)

**Recommendation** CONFIRM

**Sponsors:** Sittenfeld and Kearney

## **EQUITY, INCLUSION, YOUTH, & THE ARTS COMMITTEE**

33. [202001852](#) **MOTION**, submitted by Councilmember Seelbach, Landsman, Mann, Kearney, Pastor, Sittenfeld and Mayor Cranley, **WE MOVE** that the Administration coordinate with the Hamilton County Clerk of Courts and the Hamilton County Board of County Commissioners to create a searchable database of individuals convicted of animal abuse to be provided to animal shelters, adoption agencies, and foster agencies.

**Recommendation** ADOPT

**Sponsors:**

Seelbach, Landsman, Kearney, Mann, Sittenfeld, Pastor and Cranley

**ANNOUNCEMENTS**

**NEW BUSINESS**

Adjournment

**Date:** October 16, 2020

**To:** Mayor John Cranley  
**From:** Andrew W. Garth, Interim City Solicitor *AWG*  
**Subject:** **Resolution – GCWW Pandemic Relief**

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Transmitted herewith is a resolution captioned as follows:

**EXPRESSING** the support of the Mayor and Cincinnati City Council for the City Administration to proceed without delay to establish a program to provide financial relief to qualified low-income residential customers experiencing COVID-19-related economic hardship by forgiving delinquent water service and City of Cincinnati stormwater charges accumulated during the COVID-19 crisis between March 1 to September 30, 2020.

AWG/AEY/(lnk)  
Attachment  
324681



**RESOLUTION NO. \_\_\_\_\_ - 2020**

**EXPRESSING** the support of the Mayor and Cincinnati City Council for the City Administration to proceed without delay to establish a program to provide financial relief to qualified low-income residential customers experiencing COVID-19-related economic hardship by forgiving delinquent water service and City of Cincinnati stormwater charges accumulated during the COVID-19 crisis between March 1 to September 30, 2020.

WHEREAS, water service plays a critical role in promoting handwashing, cleaning of surfaces, improved hygiene, and disease prevention, which is especially important for slowing the spread of COVID-19 during the current pandemic; and

WHEREAS, the City, through its Greater Cincinnati Water Works (“GCWW”), provides retail water service to approximately 213,000 residential accounts, estimated at around 1.1 million people in Southwest Ohio, including most of the population of Hamilton County; and

WHEREAS, an increasing number of residential utility customers are experiencing loss of income and unemployment due to health measures ordered to slow the spread of COVID-19, including Governor Mike DeWine’s March 9, 2020 emergency declaration, the Ohio Department of Health’s March 22, 2020 stay-at-home order, and other public health considerations during the pandemic that directly affect personal circumstances and commerce; and

WHEREAS, due to COVID-19 pandemic-related economic hardship, many residential utility customers have accumulated delinquent utility charges that would ordinarily place them at risk for water service shutoff; and

WHEREAS, almost 40,000 residential utility accounts have accrued delinquencies from March 1 to September 30, 2020 alone; and

WHEREAS, the pandemic has led to a sharp increase in past-due utility bills in comparison to last year, including an increase in delinquencies for water and stormwater service from \$4.8 million (2019) to \$8.1 million (2020) and, for sanitary sewer, from \$5.3 million (2019) to \$9.1 million (2020); and

WHEREAS, the Mayor and City Council have recognized the critical need to assist low-income residential customers experiencing COVID-19-related financial hardships to maintain water service during the COVID-19 pandemic; and

WHEREAS, the City Administration is formulating a program to forgive past-due water service and City of Cincinnati stormwater portions of the utility bills accrued from the beginning of the pandemic in March 2020 to the end of September 2020, in order to provide eligible low-



income customers time to bring their past due sanitary sewer and other charges current and prevent water service shutoff; now therefore,

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

Section 1. That the Mayor and City Council express support for the City Administration's intention to forgive past-due water service and City stormwater portions of the utility bills accrued between March 1, 2020 and September 30, 2020 for low-income customers, including property owners and tenants responsible for utility payments under the lease, who have experienced COVID-19 related economic hardship and who qualify under criteria established by the City Manager.

Section 2. That this resolution be spread upon the minutes of Council.

Passed: \_\_\_\_\_, 2020

\_\_\_\_\_  
John Cranley, Mayor

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

302001880  
**Date:** September 25, 2020

**To:** Councilmember Greg Landsman  
**From:** Andrew W. Garth, Interim City Solicitor *AWG*  
**Subject:** **Emergency Ordinance –FY 2020 Closeout CARES Act Funding  
Swaps Transfer and Appropriations**

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Transmitted herewith is an emergency ordinance captioned as follows:

**AUTHORIZING** the return of the sum of \$339,245 from the Cincinnati Health Department's Cincinnati Health District Fund non-personnel operating budget account no. 416x263x7200 to the unappropriated surplus of Cincinnati Health District Fund 416; **AUTHORIZING** the transfer of the sum of \$339,245 from the unappropriated surplus of Cincinnati Health District Fund 416 to the unappropriated surplus of General Fund 050 for the purpose of returning funds to source; **AUTHORIZING** the return of the sum of \$95,000 from the Department of Recreation's General Fund non-personnel operating budget account no. 050x199x7200 to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer of \$250,000 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development's General Fund non-personnel operating budget account no. 050x164x7200 for the purpose of providing leveraged support funding to The Dragonfly Foundation to provide support for families affected by pediatric cancer; **AUTHORIZING** the appropriation of the sum of \$184,245 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development's General Fund non-personnel operating budget account no. 050x164x7200 for the purpose of providing leveraged support funding to Rosemary's Babies Company for adolescent parent and family support.

AWG/CMZ/(Ink)  
Attachment  
321063

EMERGENCY

City of Cincinnati

An Ordinance No. \_\_\_\_\_

CMZ

*BWL*

- 2020

**AUTHORIZING** the return of the sum of \$339,245 from the Cincinnati Health Department's Cincinnati Health District Fund non-personnel operating budget account no. 416x263x7200 to the unappropriated surplus of Cincinnati Health District Fund 416; **AUTHORIZING** the transfer of the sum of \$339,245 from the unappropriated surplus of Cincinnati Health District Fund 416 to the unappropriated surplus of General Fund 050 for the purpose of returning funds to source; **AUTHORIZING** the return of the sum of \$95,000 from the Department of Recreation's General Fund non-personnel operating budget account no. 050x199x7200 to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer of \$250,000 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development's General Fund non-personnel operating budget account no. 050x164x7200 for the purpose of providing leveraged support funding to The Dragonfly Foundation to provide support for families affected by pediatric cancer; **AUTHORIZING** the appropriation of the sum of \$184,245 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development's General Fund non-personnel operating budget account no. 050x164x7200 for the purpose of providing leveraged support funding to Rosemary's Babies Company for adolescent parent and family support.

WHEREAS, the FY 2020 Closeout Ordinance transferred \$339,245 to the Cincinnati Health Department for COVID-19 contract tracing and testing, which programs can now be funded with additional Coronavirus Aid, Relief, and Economic Security Act (CARES) funding, and such funds can therefore be returned to source; and

WHEREAS, the FY 2020 Closeout Ordinance transferred \$95,000 to the Cincinnati Recreation Department for technology upgrades needed to improve WiFi access at Recreation Centers to allow students to attend school virtually at those locations, which project costs can now be funded with additional Coronavirus Aid, Relief, and Economic Security Act (CARES) funding, and such funds may therefore be returned to source; and

WHEREAS, The Dragonfly Foundation provides support and comfort to families battling pediatric cancer as they spend many long hours and days at Children's Hospital, giving them a peaceful and restful space to spend any time away from the hospital during their child's cancer treatment; and

WHEREAS, The Dragonfly Foundation is working to expand and improve the services they provide to families affected by pediatric cancer, and a City investment in particular will help the organization secure much needed state capital dollars to provide the required level of additional funding; and

WHEREAS, Council wishes to authorize an appropriation to the Department of Community and Economic Development in the amount of \$250,000 to provide leveraged support funding to The Dragonfly Foundation to provide support for families affected by pediatric cancer; and

WHEREAS, established in 2016, Rosemary's Babies Company has operated the Holloway House and Resource Center in Avondale as a safe space for adolescent parents and their families who are struggling with economic and familial issues; and

WHEREAS, Rosemary's Babies Company is working to expand their level of services in order to provide housing and critical support to adolescent parents and families in need, and further provide parenting classes, financial literacy classes, and many more services in the Holloway House to help young people raise their children in a safe space and provide housing for up to fourteen families led by teenage parents; and

WHEREAS, Council wishes to authorize an appropriation to the Department of Community and Economic Development in the amount of \$184,245 to provide leveraged support funding to Rosemary's Babies Company for support of adolescent parents and families; now, therefore,

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

Section 1. That the sum of \$339,245 is hereby returned to the unappropriated surplus of Cincinnati Health District Fund 416 from the Cincinnati Health Department's Cincinnati Health District Fund 416 non-personnel operating budget account no. 416x263x7200.

Section 2. That the sum of \$339,245 is hereby transferred from the unappropriated surplus of Cincinnati Health District Fund 416 to the unappropriated surplus of General Fund 050 for the purpose of returning funds to source.

Section 3. That the sum of \$95,000 is hereby returned to the unappropriated surplus of General Fund 050 from the Department of Recreation's General Fund non-personnel operating budget account no. 050x199x7200 for the purpose of returning funds to source.

Section 4. That the sum of \$250,000 is hereby appropriated from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development's General Fund non-personnel operating budget account no. 050x164x7200 for the purpose of

providing leveraged support funding to The Dragonfly Foundation to provide support for families affected by pediatric cancer.

Section 5. That the sum of \$184,245 is hereby appropriated from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development's General Fund non-personnel operating budget account no. 050x164x7200 for the purpose of providing leveraged support funding to Rosemary's Babies Company for support of adolescent parents and families.

Section 6. That the appropriations described in Sections 4 and 5 herein constitute a public purpose.

Section 7. That the appropriate City officers are hereby authorized to do all things necessary and proper to implement the provisions of Sections 1 through 5 herein.

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 accomplish the authorized transfers and appropriations so that the funding described herein is in place immediately and so that the necessary expenditures described herein may be made as soon as possible to address the needs of the described essential human services programs.

Passed: \_\_\_\_\_, 2020

\_\_\_\_\_  
John Cranley, Mayor

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





**Greg Landsman**  
*Councilmember*

October 14, 2020

## MOTION

WE MOVE that the Administration work with Kingsley and Co. and the Mt. Auburn community to ensure that project- and community-based commitments are ultimately met, including an attempt by the developer to resolve remaining tenant issues.

*Ja-michael Lennearney*

*BS Jilleboel*



# City of Cincinnati



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Cincinnati, Ohio 45202

Phone 513.352-4610  
Email david.mann@cincinnati-oh.gov  
Web www.cincinnati-oh.gov

202002010

David S. Mann  
Councilmember

October 19, 2020

## MOTION

**WE MOVE** that the City administration, in light of a recent fatality on Langdon Farm Road, immediately work with Pleasant Ridge Neighborhood representatives to develop a plan to remedy the documented safety issues along this heavily travelled road.

*David Mann SAC*  
Councilmember David Mann

_____	_____
_____	_____
_____	_____
_____	_____

## Statement:

The Pleasant Ridge Community Council (PRCC) has submitted lane re-striping plans for Langdon Farm Road to change the now 4-lane road to 2; this in effect is a "road diet" that has proven effective in speed calming.

The City Department of Transportation has scheduled a renovation of Langdon Farm Road for 2022 that will include some restriping and other safety improvements. However, measures, even temporary, have to be put in place now to prevent more fatalities until full renovation can take place.

CAL

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1. The first step in the process of the investigation is to identify the problem. This is done by the investigator who is assigned to the case. The investigator will then gather information about the problem and the people involved. This information will be used to develop a plan of action.

Wm. W. W. W.

457-0900

re-employment, and other benefits. The VBA's income tax forms, which are submitted to the IRS, are prepared by the VBA's computer system. The VBA's computer system also prepares the VBA's annual financial statements, which are submitted to the IRS. The VBA's computer system also prepares the VBA's annual financial statements, which are submitted to the IRS. The VBA's computer system also prepares the VBA's annual financial statements, which are submitted to the IRS.

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

**From:** Andy.Wilson@governor.ohio.gov  
**Sent:** Tuesday, October 13, 2020 9:46 AM  
**To:** Smitherman, Christopher  
**Subject:** [External Email]

External Email Communication

Chris,

Here is the Ohio Revised Code Section that governs law enforcement's ability to obtain a "no knock" warrant.

## **2933.231 Waiving the statutory precondition for nonconsensual entry.**

(A) As used in this section:

- (1) "Law enforcement officer" has the same meaning as in section [2901.01](#) of the Revised Code and in Criminal Rule 2.
- (2) "Prosecutor" has the same meaning as in section [2935.01](#) of the Revised Code, and includes any prosecuting attorney as defined in Criminal Rule 2.
- (3) "Statutory precondition for nonconsensual entry" means the precondition specified in section [2935.12](#) of the Revised Code that requires a law enforcement officer or other authorized individual executing a search warrant to give notice of his intention to execute the warrant and then be refused admittance to a dwelling house or other building before he legally may break down a door or window to gain entry to execute the warrant.

(B) A law enforcement officer, prosecutor, or other authorized individual who files an affidavit for the issuance of a search warrant pursuant to this chapter or Criminal Rule 41 may include in the affidavit a request that the statutory precondition for nonconsensual entry be waived in relation to the search warrant. A request for that waiver shall contain all of the following:

- (1) A statement that the affiant has good cause to believe that there is a risk of serious physical harm to the law enforcement officers or other authorized individuals who will execute the warrant if they are required to comply with the statutory precondition for nonconsensual entry;
- (2) A statement setting forth the facts upon which the affiant's belief is based, including, but not limited to, the names of all known persons who the affiant believes pose the risk of serious physical harm to the law enforcement officers or other authorized individuals who will execute the warrant at the particular dwelling house or other building;
- (3) A statement verifying the address of the dwelling house or other building proposed to be searched as the correct address in relation to the criminal offense or other violation of law underlying the request for the issuance of the search warrant;
- (4) A request that, based on those facts, the judge or magistrate waive the statutory precondition for nonconsensual entry.

(C) If an affidavit for the issuance of a search warrant filed pursuant to this chapter or Criminal Rule 41 includes a request for a waiver of the statutory precondition for nonconsensual entry, if the request conforms with division (B) of this section, if division (E) of this section is satisfied, and if the judge or magistrate issues the warrant, the judge or magistrate shall include in it a provision that waives the statutory precondition for nonconsensual entry for purposes of the search and seizure authorized under the warrant only if he determines there is probable cause to believe that, if the law enforcement officers or other authorized individuals who execute the warrant are required to comply with the statutory precondition for nonconsensual

entry, they will be subjected to a risk of serious physical harm and to believe that the address of the dwelling house or other building to be searched is the correct address in relation to the criminal offense or other violation of law underlying the issuance of the warrant.

(D)

(1) A waiver of the statutory precondition for nonconsensual entry by a judge or magistrate pursuant to division (C) of this section does not authorize, and shall not be construed as authorizing, a law enforcement officer or other authorized individual who executes a search warrant to enter a building other than a building described in the warrant.

(2) The state or any political subdivision associated with a law enforcement officer or other authorized officer who executes a search warrant that contains a provision waiving the statutory precondition for nonconsensual entry is liable in damages in a tort action for any injury, death, or loss to person or property that is proximately caused by the officer's execution of the warrant in accordance with the waiver at an address of a dwelling house or other building that is not described in the warrant.

(E) Any proceeding before a judge or magistrate that involves a request for a waiver of the statutory precondition for nonconsensual entry shall be recorded by shorthand, by stenotype, or by any other mechanical, electronic, or video recording device. The recording of and any transcript of the recording of such a proceeding shall not be a public record for purposes of section [149.43](#) of the Revised Code until the search warrant is returned by the law enforcement officer or other authorized officer who executes it. This division shall not be construed as requiring, authorizing, or permitting, and does not require, authorize, or permit, the making available for inspection, or the copying, under section [149.43](#) of the Revised Code of any confidential law enforcement investigatory record or trial preparation record, as defined in that section.



Andy Wilson  
Senior Advisor for Criminal Justice Policy  
Office of Ohio Governor Mike DeWine  
(614) 644-0385  
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[www.governor.ohio.gov](http://www.governor.ohio.gov)

*This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.*

**Date:** October 21, 2020

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

**202001872**

**From:** Paula Boggs Muething, City Manager

**Subject: Liquor License – Transfer of Stock**

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***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:** 9078272  
**PERMIT TYPE:** STCK  
**CLASS:** C1 C2  
**NAME:** TTV CINCI INC  
**DBA:** VIV MARKET  
2505 FAIRVIEW AVE  
CINCINNATI, OH 45219

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 do not object.

On September 18, 2020 Fairview/University Heights was notified of this application and do not object.

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Police Department Approval

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David M. Laing, Assistant City Prosecutor  
Law Department - Recommendation  
☐ Objection ☐ No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: November 12, 2020



**Date:** October 21, 2020

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

**202001973**

**From:** Paula Boggs Muething, City Manager

**Subject: Liquor License – Transfer of Stock**

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***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:** 3469780  
**PERMIT TYPE:** STCK  
**CLASS:** C1 C2 D6  
**NAME:** HSLV INC  
**DBA:** BANA MARKET  
220 W MCMILLAN ST  
CINCINNATI, OH 45219

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 do not object.

On September 28, 2020 Fairview/University Heights was notified of this application and do not object.

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Police Department Approval

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David M. Laing, Assistant City Prosecutor  
Law Department - Recommendation  
☐ Objection ☐ No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: November 13, 2020



202002015



**CONFIDENTIAL/ATTORNEY-CLIENT PRIVILEGED DOCUMENT**

**Date:** October 12, 2020

**To:** Members of the Law & Public Safety Committee

**Copy to:** Paula Boggs Muething, Interim City Manager

**From:** Andrew W. Garth, Interim City Solicitor *AWG*  
Kate Burroughs, Sr. Assistant City Solicitor

**Subject:** **Legality of No Knock Search Warrant Ban Ordinance**

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This opinion addresses legal issues concerning state law and the City Charter in connection with prohibition of no-knock search warrants by the Cincinnati Police Department ("CPD").

**Summary**

In order to prevent state preemption issues and comply with City Charter limitations, Council efforts to ban or limit the use of no-knock search warrants by CPD officers must be undertaken through the exercise of the City Manager's authority over the oversight and operation of the Police Department.

The Ohio Revised Code ("O.R.C.") generally provides that a law enforcement official must "give notice of his intention to execute the warrant and then be refused admittance" prior to nonconsensual entry to execute a search warrant.<sup>1</sup> But the O.R.C. also provides that a law enforcement officer, prosecutor, or other authorized individual may ask the court for a "no-knock" warrant for nonconsensual entry under limited circumstances. If City Council were to enact an ordinance to legislatively contradict or invalidate the O.R.C.'s warrant provisions in Cincinnati, such a law could be vulnerable to state preemption challenge and raise Charter issues, as described below.

Instead, modifications to the no-knock warrant policies and procedures of the Cincinnati Police Department can be pursued through the City Manager's authority to operate and administer the police department. The City Manager's

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<sup>1</sup> O.R.C. § 2933.231.

administrative role over CPD falls within the City's power of local self-government.<sup>2</sup> The power of local self-government is not subject to state conflict and preemption limitations.

Accordingly, while City Council cannot legislate a change to CPD practices and procedures, City Council can express its position on the use of no-knock warrants via motion, request reports from the Administration regarding the use of no-knock search warrants, and ask questions about their use. The City Manager has the authority to direct the Police Chief and Police Department's work. The City Manager and Police Chief also have the authority to revise the Police Department policies to prohibit unannounced searches.

### Legal Background

The Fourth Amendment to the United States Constitution governs how police officers may conduct searches of private property:

The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized."

As a result of these Fourth Amendment rights, officers must secure a warrant before searching someone's home or seizing their property. In 1958, the U.S. Supreme Court recognized that police must give notice before making a forced entry, which was extended to all states in 1963 (the "knock and announce" rule).<sup>3</sup> In 1995, however, the Supreme Court held the "knock and announce" rule could be considered and dispensed with by a court issuing a search warrant.<sup>4</sup>

The Ohio Revised Code requires "a law enforcement officer or other authorized individual executing a search warrant to give notice of his intention to execute the warrant and then be refused admittance to a dwelling house or other building before he legally may break down a door or window to gain entry to execute the warrant."<sup>5</sup> However, pursuant to O.R.C. § 2933.231, a law enforcement officer, prosecutor, or other authorized individual *may* include in the affidavit for the

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<sup>2</sup> The Ohio Supreme Court has held that "the organization and regulation of [the City's] police force, as well as its civil service functions, are within a municipality's power of local self-government." *State ex rel. Lynch v. Cleveland* (1956), 164 Ohio St. 437, quoting *Harsney v. Allen*, 160 Ohio St. 36 (1953).

<sup>3</sup> *Ker v. California*, 374 U.S. 23 (1963), citing *Miller v. United States*, 357 U.S. 301 (1958).

<sup>4</sup> *Wilson v. Arkansas*, 514 U.S. 927 (1995).

<sup>5</sup> O.R.C. § 2933.231 (A)(3) (defining "statutory precondition for nonconsensual entry" as defined in O.R.C. § 2935.12).

search warrant a request for a waiver of this statutory precondition for nonconsensual entry. The affidavit for the waiver must contain:

- (1) A statement that the affiant has good cause to believe that there is a risk of serious physical harm to the law enforcement officers or other authorized individuals who will execute the warrant if they are required to comply with “knocking and announcing” before nonconsensual entry;
- (2) A statement setting forth the facts upon which the affiant’s belief is based, including, but not limited to, the names of all known persons who the affiant believes pose the risk of serious physical harm to the law enforcement officers or other authorized individuals who will execute the warrant at the particular residence or other building;
- (3) A statement verifying the address of the residence or other building proposed to be searched as the correct address in relation to the criminal offense or other violation of law underlying the request for the issuance of the search warrant;
- (4) A request, based on these statements, that the judge or magistrate waive the “knock and announce” requirement for nonconsensual entry.<sup>6</sup>

The city associated with a law enforcement officer making the request can be held liable for damages associated with the execution of the search warrant where the statutory precondition to “knock and announce” was waived.<sup>7</sup> Ohio’s legislature, through its enactment of O.R.C. § 2933.231, recognized that no-knock search warrants should be used in very limited circumstances and with multiple levels of scrutiny because there is a statewide interest in protecting the safety of persons within their homes.<sup>8</sup>

### Analysis

The City has Home Rule authority to prohibit the Cincinnati Police Department from using no-knock search warrants as a matter of local self-government, but the Manager has sole authority under the City Charter to regulate the Police

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<sup>6</sup> *Id.* (The request must be recorded and the judge must find that the officer will be subjected to a risk of serious physical harm and that the address is correct.)

<sup>7</sup> *Id.* at (D).

<sup>8</sup> See *Am. Fin. Servs. Ass’n v. City of Cleveland*, 112 Ohio St.3d 170 (2006) (finding that the Home Rule Amendment was “designed to give the “broadest possible powers of self-government in connection with all matters which are strictly local,” but the framers of the amendment did not want to “impinge upon matters which are of a state-wide nature or interest.” (quoting *State ex rel. Hackley v. Edmonds*, 150 Ohio St. 203 (1948)).

Department's policies.

### **I. The City could ban the use of no-knock search warrants under its Home Rule authority.**

The Ohio Constitution grants municipalities the authority to engage in self-government and enact laws that do not conflict with the general, police-power laws of Ohio. Specifically, cities can exercise all powers of local self-government and adopt and enforce within their limits such local police, sanitary, and other similar regulations as are not in conflict with Ohio's general laws.

When an ordinance relates to local self-government, the ordinance is a valid exercise of the City's Home Rule authority.<sup>9</sup> The City can exercise its power of local self-government relating to the regulation of its police department as long as the regulation is not an exercise of police power.<sup>10</sup> The Ohio Supreme Court has held that "the organization and regulation of [the City's] police force, as well as its civil service functions, are within a municipality's power of local self-government."<sup>11</sup>

A local ordinance "must relate 'solely to the government and administration of the internal affairs of the municipality.'"<sup>12</sup> The Ohio Supreme Court held that a municipality cannot "infringe on matters of statewide concern" even in the regulation of exclusively local matters.<sup>13</sup> The Ohio Supreme Court provides some guidance regarding when a regulation of the City's Police Department may be preempted by state law:

[E]ven if there is a matter of local concern involved, if the regulation of the subject matter affects the general public of the state as a whole more than it does the local inhabitants the matter passes from what was a matter for local government to a matter of general state interest.<sup>14</sup>

A narrowly crafted City ordinance banning the use of no-knock warrants as a matter of CPD policy and procedure within the City limits by CPD officers who are not serving on state or federal task forces would regulate the administration of the Police Department and internal affairs of the City without impinging on other

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<sup>9</sup> *Id.*

<sup>10</sup> *State ex rel. Canada v. Phillips*, 168 Ohio St. 191, 194 (1953).

<sup>11</sup> *State ex rel. Lynch v. Cleveland*, 164 Ohio St. 437 (1956) quoting *Harsney v. Allen*, 160 Ohio St. 36 (1953).

<sup>12</sup> *Marich v. Bob Bennett Constr. Co.*, 116 Ohio St.3d 553, 556 (2008) quoting *Beachwood v. Cuyahoga Cty. Bd. of Elections*, 167 Ohio St. 369 (1958).

<sup>13</sup> *State ex rel. Evans v. Moore*, 69 Ohio St. 2d 88, 89-90 (1982) (holding that local regulations could not except the municipality from state prevailing wage laws).

<sup>14</sup> *Id.* at 90 (quotation marks omitted).

jurisdictions.<sup>15</sup> (In contrast, a broader City ordinance purporting to legislate on the issue of no-knock warrants independent of City Manager authority would raise state preemption issues.) Therefore, a City ordinance banning the use of no-knock warrants by the Cincinnati Police Department is likely permissible under Ohio law without any further Home Rule analysis.<sup>16</sup> Such an ordinance, however, would conflict with the City Charter as set forth below.

**II. Council does not have the authority under the City Charter to enact an ordinance banning the police department from requesting a no-knock search warrant.**

While an ordinance banning CPD's use of no-knock warrants could be a valid exercise of the City's Home Rule authority under state law, such an ordinance is beyond Council's authority. The Charter delineates the powers and authority of the City Manager and Council. Pursuant to Article IV, Section 1, the City Manager is the chief executive and administrative officer of the City. The City Manager "supervises the administration of the affairs of the city, except as otherwise specifically provided in [the] charter; [sees] that the ordinances of the city and the laws of the state are enforced . . ." and exercises "all other executive and administrative powers conferred by the laws of the state upon any municipal official" except as otherwise provided in the Charter.<sup>17</sup>

The Charter vests City Council with "all legislative powers of the city" subject to the terms of the Charter and the Ohio Constitution.<sup>18</sup> The Charter does not provide Council with administrative powers beyond its right to appoint its legislative assistants and clerk. Per the Charter, Council may exercise legislative authority; it may not exercise administrative authority.<sup>19</sup> Council lacks the authority to legislate what is the administrative authority of the City Manager and the Chief of Police – the control and direction of police work.

The City Manager is vested with the authority to appoint the Police Chief, Executive Assistant Chief, and Assistant Police Chiefs.<sup>20</sup> The chief of police

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<sup>15</sup> *Beachwood*, 167 Ohio St. at 371 (holding that a local regulation that affects only the [City] itself, with no extraterritorial effects, is clearly within the power of local self-government and is a matter for the determination of the municipality.)

<sup>16</sup> It is important to note that the recent trend in the Ohio Supreme Court has been to invalidate local laws, even those appearing to be a power of local self-government, under a theory that the subject matter affects the general public. Therefore, even if a policy banning the use of "no knock" warrants were implemented, there is a chance that a court could invalidate it as conflicting with state law. Such a ruling could then be used to attack the City's ability to regulate its police department in other areas, risking that important decisions about how the department operates would lie in the hands of the Ohio General Assembly.

<sup>17</sup> Art. IV, Sec. 3.

<sup>18</sup> Charter, Art. II, Sec. 1.

<sup>19</sup> Charter, Art. II, Sec. 1 and Art. IV, Sec. 1.

<sup>20</sup> Charter, Art. V, Sec. 5.

falls under the control, direction, and supervision of the City Manager and, subject to the approval of the City Manager, is the commanding officer<sup>21</sup> of the department with control of the direction of the police work.<sup>22</sup> CPD officers perform their duties at the direction of the Chief of Police, who is subject to the “control, direction, and supervision of the City Manager.”<sup>23</sup> The Chief of Police is a principal appointive executive officer.<sup>24</sup> CPD officers are executive branch officers carrying out administrative duties.

The Police Chief may prescribe rules and regulations for the police department, which must be approved by the City Manager.<sup>25</sup> These rules and regulations must comply with policies imposed by the Chief of Police under the direction of the City Manager,<sup>26</sup> as well as state laws that establish duties for law enforcement officers across the state when executing search warrants or requesting a waiver for the same.<sup>27</sup>

The Cincinnati Police Department implemented CPD Procedure §12.700, “Search Warrants/Consent to Search.” This section provides additional requirements CPD officers must meet before requesting a no-knock search warrant.<sup>28</sup> The additional requirements balance the preference to “knock and announce” with the safety of the officers. The affidavit supporting the request for the no-knock warrant must be reviewed and approved by a commanding officer (captain or above). Moreover, after the commanding officer reviews the affidavit, that officer contacts the City Prosecutor who also reviews it. The affiant officer meets with a judge or magistrate only after the City Prosecutor reviews the affidavit, where there is another layer of review imposed by O.R.C. § 2933.231. Ultimately, if a no-knock search warrant is issued in the City, it must meet the requirements under the Police Department policies and procedures, the requirements under state law, and go through a judicial review.

### **III. Well-established exceptions to the “Knock and Announce” could have implications on a local ordinance or policy banning no-knock search warrants.**

The law provides police officers significant discretion in the execution of their work as the occupation poses inherent safety risks and dangerous situations for both the officers and the community. As a result, despite any attempt to create local

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<sup>21</sup> The Mayor can take command of the police to maintain order and enforce the law in time of public danger or emergency with the consent of Council. Admin. Code, Art. III, Sec. 2,

<sup>22</sup> Admin Code, Art. IV, Sec. 2.

<sup>23</sup> Admin. Code, Art. IV, Sec. 2.

<sup>24</sup> Admin. Code, Art. I, Sec. 1.

<sup>25</sup> Admin. Code, Art. I, Sec. 7.

<sup>26</sup> *Id.*

<sup>27</sup> O.R.C. Ann. §737.11.

<sup>28</sup> CPD Procedure 12.700.



legislation or CPD rules and regulations banning no-knock search warrants, there may be instances where circumstances not known to officers when they apply for and receive a search warrant dictate officers execute an unannounced, nonconsensual entry instead. It is well-established that law enforcement officers may dispense with the "knock and announce" requirement when they have reasonable suspicion of exigent circumstances regardless of whether the warrant authorizes no-knock entry. When officers do not have a no-knock warrant and enter without knocking due to exigent circumstances, the justification for bypassing "knock and announce" requirements may arise as late as when the officers are at the door. Having a law that completely bans the use of no-knock search warrants under all circumstances could put officers and citizens in danger for truly emergent circumstances. It is also possible that such a policy could lead to lawsuits from the public alleging damages due to the City's policy making a situation, like a hostage recovery, more dangerous or harmful.

### **Conclusion**

The ultimate authority to direct the Police Department and the Police Chief lies with the City Manager. Ohio law does not preempt the City's authority to enact an ordinance banning the use of no-knock search warrants by CPD officers within the City limits. However, Council does not have the authority under the Charter to legislate an ordinance that involves the administration of the Police Department. Council can ask the City Manager to provide a report from the Police Department regarding the use of no-knock search warrants and make recommendations. Administrative changes made to police operations by the Manager and the Police Chief regarding no-knock search warrants should take into account the current holdings of the Supreme Court of the United States and implications of officers' work within other agencies and jurisdictions.

If you have questions, please feel free to contact me or Assistant Solicitor Kate Burroughs at 513-352-4893.

Date: October 21, 2020

202001887

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

Subject: EMERGENCY ORDINANCE – CONVEYANCE OF LAND FROM CITY TO ODOT FOR  
THE BRENT SPENCE BRIDGE

---

Attached is an emergency ordinance captioned as follows:

AUTHORIZING the City Manager to execute a *Quitclaim Deed* in favor of the State of Ohio, Department of Transportation, to convey land adjacent to Interstate 75 in the Queensgate neighborhood of Cincinnati in connection with transportation improvement project HAM 75-00.22.

The City of Cincinnati owns property adjacent to Interstate 75 in the Queensgate neighborhood of Cincinnati as described in the attached *Quitclaim Deed*, which is under the management and control of the City's Department of Police ("CPD"). The Ohio Department of Transportation (ODOT) is undertaking a transportation improvement project that will result in the reconstruction of the Brent Spence Bridge and the widening of Interstate 75. They would like to acquire all of the City's right, title, and interest in and to the Property.

The City, upon confirmation by CPD, has determined that the property is not needed for a municipal purpose. The approximate fair market value of the Property is \$32,374, which ODOT has agreed to pay.

The City Planning Commission approved the sale of the Property to ODOT at its meeting on September 18, 2020.

The reason for the emergency is the immediate need to convey the Property to ODOT to void delaying the Project.

The Administration recommends passage of the attached emergency ordinance.

Attachment I – Quitclaim Deed  
Attachment II - Drawings

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

EMERGENCY  
**City of Cincinnati**  
**An Ordinance No. \_\_\_\_\_**

CHM *AWB*  
- 2020

**AUTHORIZING** the City Manager to execute a *Quitclaim Deed* in favor of the State of Ohio, Department of Transportation, to convey land adjacent to Interstate 75 in the Queensgate neighborhood of Cincinnati in connection with transportation improvement project HAM 75 – 00.22.

WHEREAS, the City of Cincinnati owns property adjacent to Interstate 75 in the Queensgate neighborhood of Cincinnati, as more particularly described in the *Quitclaim Deed* attached to this ordinance as Attachment A (“Property”), which property is under the management and control of the City’s Department of Police (“CPD”); and

WHEREAS, the Ohio Department of Transportation (“ODOT”) is undertaking a transportation improvement project that will result in the reconstruction of the Brent Spence Bridge and the widening of Interstate 75 (“Project”), and it desires to acquire all of the City’s right, title, and interest in and to the Property in connection therewith (designated by ODOT as HAM 75 – 00.22 Project Parcel 44 WDV, as generally depicted on the ODOT right-of-way plans attached to this ordinance as Attachment B); and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-1, the City may sell real property that is not needed for municipal purposes; and

WHEREAS, the City Manager, being the officer having the custody and control of the Property, upon confirmation by CPD, has determined that the Property is not needed for a municipal purpose, and that the conveyance to ODOT of all the City’s right, title, and interest in and to the Property will not be detrimental to the interests of the general public; and

WHEREAS, the City’s Real Estate Services Division has determined, by professional appraisal, that the approximate fair market value of the Property is \$32,374, which ODOT has agreed to pay; 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 interests of the City; and

WHEREAS, the City has determined that the City’s disposition of the Property, without competitive bidding, is in the City’s best interests because ODOT desires to acquire the Property to facilitate a public transportation improvement project that will benefit the public; and

WHEREAS, the City Planning Commission, having the authority to approve the change in use of City property, approved the sale of the Property to ODOT at its meeting on September 18, 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 *Quitclaim Deed* in favor of the State of Ohio, Department of Transportation (“ODOT”), in substantially the form as Attachment A to this ordinance, pursuant to which the City of Cincinnati will convey to ODOT all its right, title, and interest in and to certain land in order to facilitate a public transportation improvement project (“Project”), which land consists of approximately 1.974 acres, located adjacent to Interstate 75 in the Queensgate neighborhood of Cincinnati (HAM 75 - 00.22 Project Parcel 44 WDV, referred to herein as the “Property”), and which land is generally depicted on the ODOT right-of-way plans attached as Attachment B to this ordinance.

Section 2. That the Property is not needed for a municipal purpose, and that the City’s conveyance to ODOT of all its right, title, and interest in and to the Property will not be detrimental to the interests of the general public.

Section 3. That the approximate fair market value of the Property, as determined by appraisal by the City’s Real Estate Services Division, is \$32,374, which ODOT has agreed to pay.

Section 4. That it is in the best interests of the City to convey to ODOT all its right, title, and interest in and to the Property without competitive bidding because the Property is needed for the Project and its conveyance will benefit public transportation.

Section 5. That all proper City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance, including executing all necessary deeds, plats, and other real estate documents.

Section 6. 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 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 convey the Property to ODOT to avoid delaying the Project.

Passed: \_\_\_\_\_, 2020

\_\_\_\_\_  
John Cranley, Mayor

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



ATTACHMENT A

## QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), in consideration of the sum of \$32,374, to be paid by the State of Ohio, Department of Transportation ("**ODOT**"), hereby grants and conveys to the **STATE OF OHIO** and its successors and assigns for the use and benefit of ODOT ("**Grantee**"), all right, title, and interest in fee simple in and to real property more particularly described on Exhibit A (Legal Description) hereto (the "**Property**").

ODOT Project Parcel(s): 44 WDV

ODOT Project: HAM 75-00.22

Being part of Hamilton County Current Tax Parcel Nos.: 136-0001-0238-00

Prior Instrument Reference: (i) Official Record Book 12831, Page 1445, Hamilton County, Ohio Recorder's Office

The property conveyed herein to Grantee is being acquired for one of the statutory purposes pursuant to which the Director of Transportation may acquire property under Title LV of the Revised Code, such as but not limited to those purposes enumerated in Section 5501.31 of the Revised Code.

Grantor has a right under Section 163.211 of the Revised Code to repurchase the property conveyed herein if Grantee decides not to use the property for the purpose stated above and Grantor provides timely notice of a desire to repurchase; provided however, that such right of repurchase is subject to the authority of the Director of ODOT to convey unneeded property pursuant to Section 5501.34(F) of the Revised Code. The price to be paid upon such repurchase shall be the property's fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by the court. This right of repurchase shall be extinguished if any of the following occur: (A) Grantor declines to repurchase the property; (B) Grantor fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) five years have passed since the property was appropriated.

This conveyance was authorized by Ordinance No. \_\_\_\_-\_\_\_\_, passed by Cincinnati City Council on \_\_\_\_\_, 2020

Executed on \_\_\_\_\_, 2020.

**CITY OF CINCINNATI**

By: \_\_\_\_\_  
Paula Boggs Muething, Interim City Manager

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Paula Boggs Muething, Interim City Manager of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an 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:

\_\_\_\_\_  
John S. Brazina, Director  
Department of Transportation and Engineering

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

This instrument prepared by:

City of Cincinnati Law Department  
801 Plum Street, Suite 214  
Cincinnati, OH 45202

Exhibit A  
to Quitclaim Deed

Project: HAM 75-00.22  
Project Parcel: 44 WDV

**EXHIBIT A**

RX 251 WDV

Page 1 of 3

Rev. 05/09

Ver. Date 5/07/2014

PID 89068

**PARCEL 44-WDV**

**HAM-75-00.22**

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situate in Section 24, Town 4, Range FR 1, Miami Purchase, Cincinnati Township, in the City of Cincinnati, Hamilton County, State of Ohio, and being part of CUTTER'S SUBDIVISION and part of N. LONGWORTH'S SUBDIVISION as recorded in Deed Book 94, Page 476, of said county's plat records, being part of a 1.947 acre parcel of land as conveyed to LINN STREET INVESTMENTS, LLC, AN OHIO LIMITED LIABILITY COMPANY by instrument as recorded in O.R. 10221 Page 2567 of the Official Records of said county, being shown as Parcel 5-3 on Survey Record 136-1-238, Hamilton County Engineer's Office, and being more particularly bounded and described, with Stations and offsets referenced to the baseline of construction of Northbound I-75 as shown on the "HAM-75-00.22 Centerline Plat" as recorded in Plat Book 441 Pages 70-80, (I-75 NB), as follows:

Beginning for reference at the intersection of the original south right of way line of West Ninth Street (60') with the original west right of way line of Linn Street (50'), 172.89 feet left of the baseline of I-75 NB Station 62+31.11;

Thence with said south right of way North 85° 38' 16" West 222.06 feet to an Iron Pin set in the east line of said 1.947 acre parcel, being a point in the new west Right of Way line of I-75, 270.25 feet left of the baseline of I-75 NB Station 64+19.65, said Iron Pin being the TRUE POINT OF BEGINNING, said Iron Pin bearing South 34° 16' 07" West 635.89 feet from CAGIS monument 6973, which is located South 38° 16' 21" East 1864.57 feet from CAGIS monument 7008;

**EXHIBIT A**

RX 251 WDV

Page 2 of 3

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**PARCEL 44 -WDV**

Thence with said new right of way line through said parcel for the following six courses:

1. North 85° 38' 16" West 5.21 feet to an Iron Pin set 272.66 feet left of the baseline of I-75 NB Station 64+23.87;
2. North 04° 25' 06" East 18.69 feet to an Iron Pin set 256.11 feet left of the baseline of I-75 NB Station 64+31.81;
3. North 33° 19' 09" East 42.71 feet to an Iron Pin set 213.41 feet left of the baseline of I-75 NB Station 64+31.00;
4. North 56° 16' 37" West 166.39 feet to an Iron Pin set 213.83 feet left of the baseline of I-75 NB Station 65+83.77;
5. North 53° 49' 48" West 90.62 feet to an Iron Pin set 215.10 feet left of the baseline of I-75 NB Station 66+65.28;
6. North 54° 05' 48" West 80.99 feet to a Mag nail set in the west line of said 1.947 acre parcel and the east line of a 7.365 acre parcel of land as conveyed to FULLER PROPERTIES, LLC, A LIMITED LIABILITY COMPANY FORMED IN THE STATE OF OHIO by instrument as recorded in O.R. 9093 Page 2069, 220.05 feet left of the baseline of I-75 NB Station 67+36.97;

Thence along said lines North 02° 30' 18" East 3.63 feet to the northwest corner of said 1.947 acre parcel and the northeast corner of said 7.365 acre parcel, 217.20 feet left of the baseline of I-75 NB Station 67+38.95; a 5/8" Iron Pin found bears South 26° 07' 55" East 0.23 feet from said corner;

Thence with the north line of said 1.947 acre parcel along the arc of a curve to the left 274.99 feet, said arc having a radius of 3878.55 feet, a central angle of 04° 03' 44" and a chord bearing South 55° 52' 02" East 274.93 feet to a 5/8" Iron Pin found 204.23 feet left of the baseline of I-75 NB Station 64+90.94; an Iron Pin found bears South 4° 26' 39" East 0.24 feet from said point;

Thence continuing with said north line South 57° 53' 54" East 64.72 feet to a 5/8" Iron Pin found at the northeast corner of said parcel, 203.49 feet left of the baseline of I-75 NB Station 64+30.85;



**EXHIBIT A**

RX 251 WDV

Page 3 of 3

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**PARCEL 44 -WDV cont'd**

Thence with the east line of said parcel South 21° 42' 59" West 67.85 feet to the TRUE POINT OF BEGINNING, containing 0.0552 acres (2407 SF), more or less, subject to all legal easements and restrictions of record.

This description is based upon a field survey performed in March, 2013 by LJB Inc. under contract to the Ohio Department of Transportation, with bearings based upon the Kentucky State Plane One Zone Coordinate System, NAD 83, 2007 adjustment, by GPS utilizing ODOT VRS.

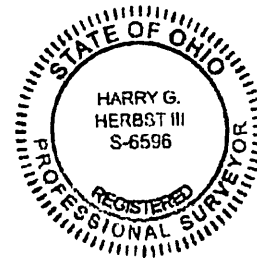
Iron Pins referred to as "set" shall be 3/4" by 30" reinforcing rod set by LJB Inc. with Aluminum cap stamped "ODOT R/W - PS 6596 - LJB INC" or "ODOT - PS 6596 - LJB INC".

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title through instrument of record in O.R. 10221 Page 2567, Hamilton County Recorder's Office.

0.0552 acres of the above described area is contained within Hamilton County Auditor's Permanent Parcel Number 13600010238, of which the present road right of way occupies 0.0000 acres, more or less.

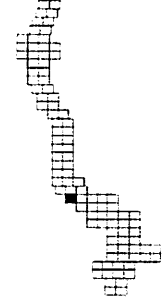
Prepared by  
LJB Inc.



By: Harry G. Herbst III 5/7/14  
Harry G. Herbst III, Ohio PS #6596 Date

**ATTACHMENT B**

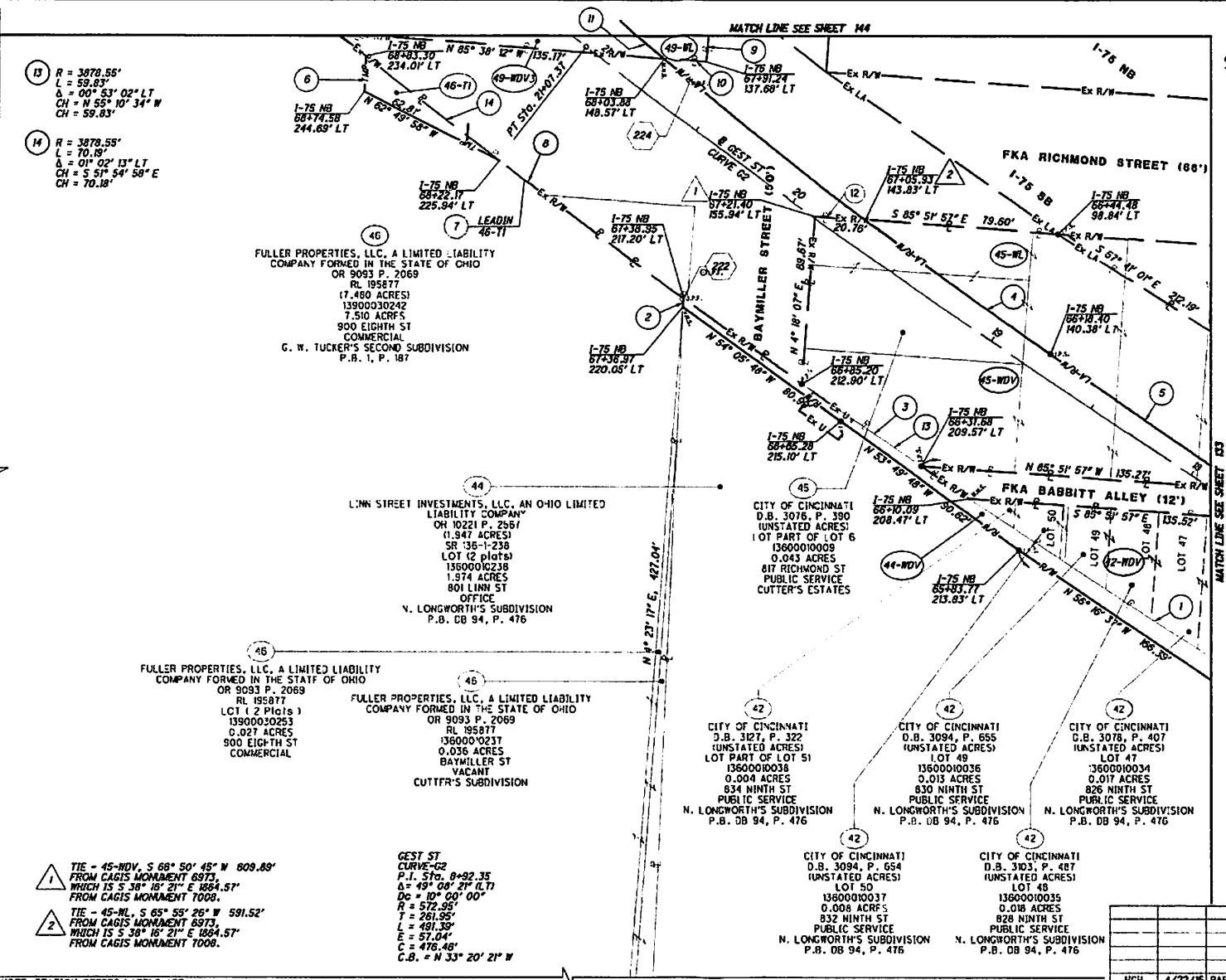




**RIGHT OF WAY BOUNDARY SHEET**  
**1-75**

**HAM-75-00.22**

NH	4/22/16	PARCEL 48 - UPDATE TOPO, REV. TEMPS
REV. BY	DATE	DESCRIPTION
	DATE COMPLETED	5/09/2014



NOTE: STATION-OFFSET LABELS ARE  
 REFERENCED FROM THE @ 1-75 NB  
 FOR MONUMENT TABLE SEE SHEETS 13-15

Q:\0001\_08\0037949A.00 - HAM-75-0022 RW Acq P-089C68\89068\row\sheets\69068R8043.doc 4/30/2015 1:01:52 PM dbruno

HAM-75-00.22  
HAMILTON COUNTY  
CINCINNATI TOWNSHIP  
SEC. 24, TOWN 4, FR. 1  
CITY OF CINCINNATI



PTD NO.  
89068

BY DESIGNER  
RDH  
NOT RECORDED  
PART

RIGHT OF WAY BOUNDARY SHEET  
1-75

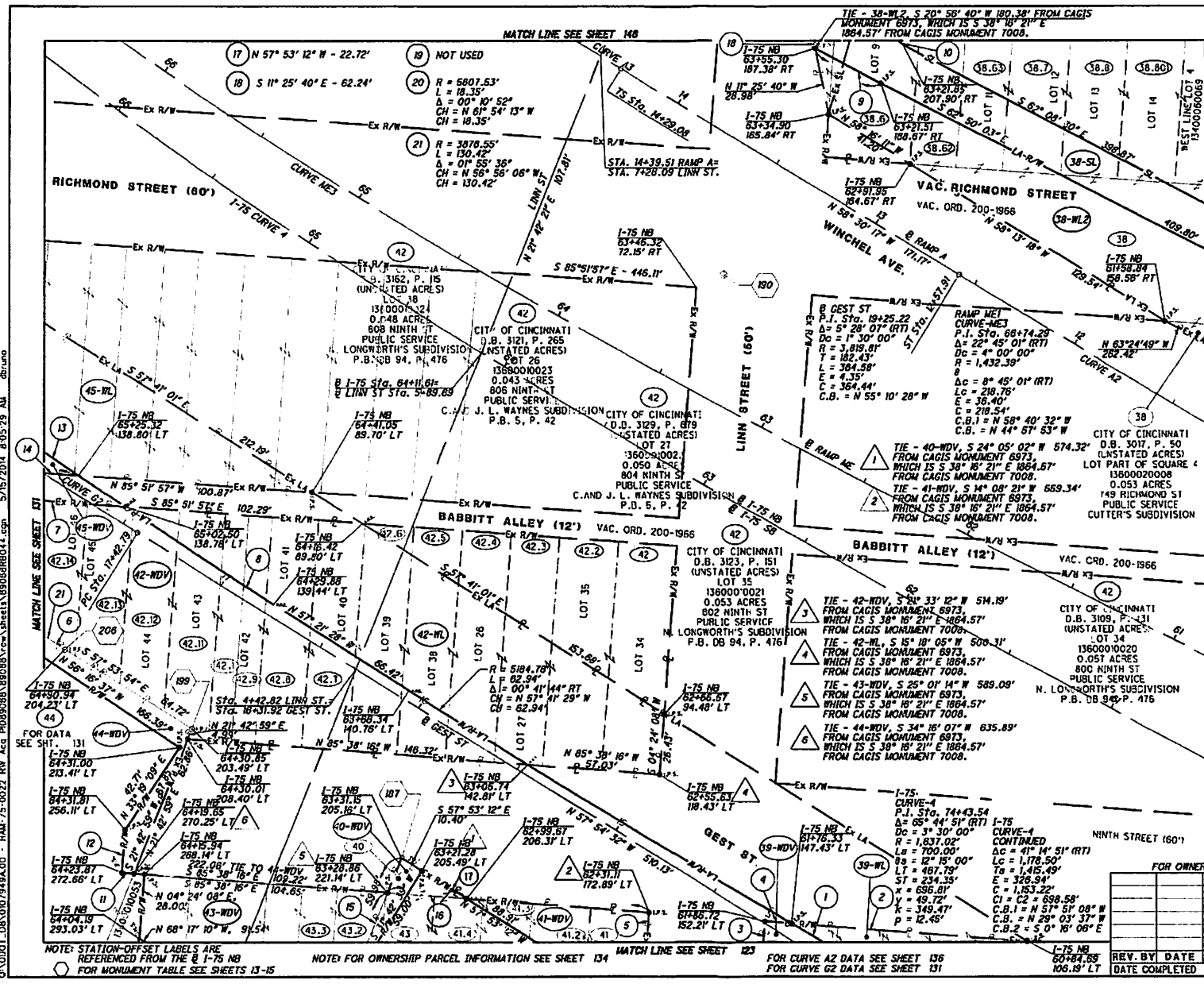
HAM-75-00.22

133  
251

- 1 R = 5184.78'  
L = 258.46'  
Δ = 0° 51' 22" RT  
CH = N 50° 55' 12" W  
CH = 258.43'
- 2 S 85° 38' 12" E - 101.40'
- 3 N 04° 24' 08" E - 67.61'
- 4 S 85° 38' 12" E - 11.63'
- 5 S 04° 24' 08" W - 41.40'
- 6 R = 3870.55'  
L = 274.93'  
Δ = 0° 03' 44" LT  
CH = S 55° 52' 02" E  
CH = 274.93'
- 7 S 85° 51' 57" E 135.52'
- 8 R = 5368.29'  
L = 76.49'  
Δ = 0° 48' 59" RT  
CH = N 56° 37' 38" W  
CH = 76.49'
- 9 R = 5807.53'  
L = 32.09'  
Δ = 0° 01' 00" E  
CH = S 61° 50' 08" E  
CH = 32.09'
- 10 S 50° 33' 59" E - 48.65'
- 11 N 85° 38' 18" N - 5.21'
- 12 N 04° 25' 06" E - 18.69'
- 13 R = 5368.29'  
L = 76.49'  
Δ = 0° 03' 21" RT  
CH = N 55° 25' 54" W  
CH = 76.49'
- 14 N 85° 51' 57" W - 135.27'
- 15 N 21° 43' 41" E - 57.95'
- 16 N 85° 38' 18" W - 34.14'

FOR OWNERSHIP INFORMATION SEE SHEET 134

REV. BY	DATE	DESCRIPTION
	5/08/2014	



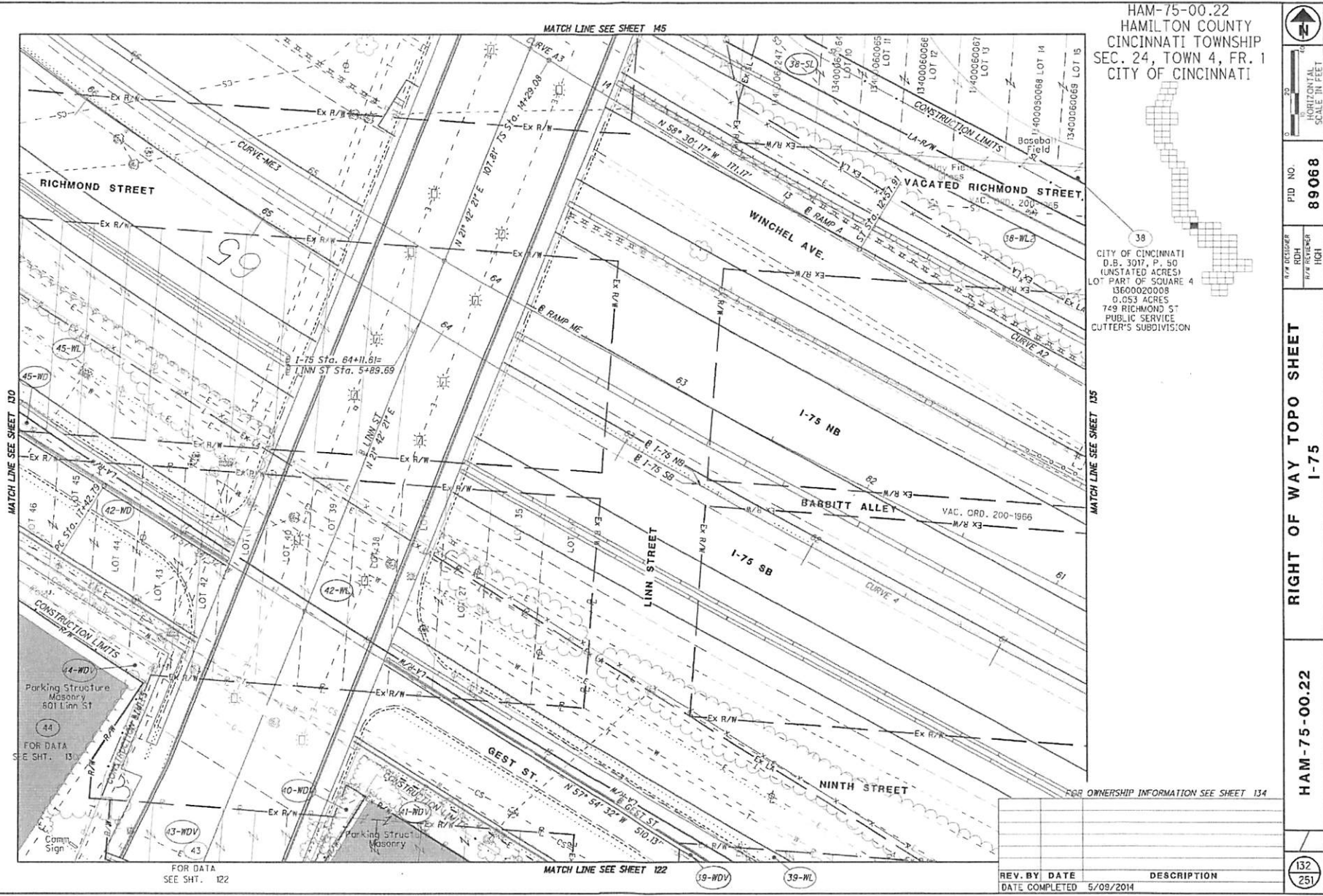
NOTE: STATION-OFFSET LABELS ARE REFERENCED FROM THE 1-75 NB  
FOR MONUMENT TABLE SEE SHEETS 13-15

NOTE: FOR OWNERSHIP PARCEL INFORMATION SEE SHEET 134

FOR CURVE A2 DATA SEE SHEET 136  
FOR CURVE G2 DATA SEE SHEET 131

C:\DDI\DDI\010\1494A00 - HAM-75-0022 RW Arc 20090808.89068.ctb\\sheet1.89068004.dgn 5/15/2014 9:05:29 AM dbruno

G:\0207\_LB\020749A\00 HAM-75-0022 RW Act PID89088\B9C08\Draw\Sheets\B9088T044.dgn 5/05/2014 8:05:23 AM dbruno





## QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), in consideration of the sum of \$32,374, to be paid by the State of Ohio, Department of Transportation ("**ODOT**"), hereby grants and conveys to the **STATE OF OHIO** and its successors and assigns for the use and benefit of ODOT ("**Grantee**"), all right, title, and interest in fee simple in and to real property more particularly described on Exhibit A (Legal Description) hereto (the "**Property**").

ODOT Project Parcel(s): 44 WDV

ODOT Project: HAM 75-00.22

Being part of Hamilton County Current Tax Parcel Nos.: 136-0001-0238-00

Prior Instrument Reference: (i) Official Record Book 12831, Page 1445, Hamilton County, Ohio Recorder's Office

The property conveyed herein to Grantee is being acquired for one of the statutory purposes pursuant to which the Director of Transportation may acquire property under Title LV of the Revised Code, such as but not limited to those purposes enumerated in Section 5501.31 of the Revised Code.

Grantor has a right under Section 163.211 of the Revised Code to repurchase the property conveyed herein if Grantee decides not to use the property for the purpose stated above and Grantor provides timely notice of a desire to repurchase; provided however, that such right of repurchase is subject to the authority of the Director of ODOT to convey unneeded property pursuant to Section 5501.34(F) of the Revised Code. The price to be paid upon such repurchase shall be the property's fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by the court. This right of repurchase shall be extinguished if any of the following occur: (A) Grantor declines to repurchase the property; (B) Grantor fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) five years have passed since the property was appropriated.

This conveyance was authorized by Ordinance No. \_\_\_\_-\_\_\_\_, passed by Cincinnati City Council on \_\_\_\_\_, 2020

Executed on \_\_\_\_\_, 2020.

**CITY OF CINCINNATI**

By: \_\_\_\_\_  
Paula Boggs Muething, Interim City Manager

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Paula Boggs Muething, Interim City Manager of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an 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:

\_\_\_\_\_  
John S. Brazina, Director  
Department of Transportation and Engineering

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

This instrument prepared by:

City of Cincinnati Law Department  
801 Plum Street, Suite 214  
Cincinnati, OH 45202

Exhibit A  
to Quitclaim Deed

**Project:** HAM 75-00.22  
**Project Parcel:** 44 WDV

**EXHIBIT A**

RX 251 WDV

Page 1 of 3

Rev. 05/09

Ver. Date 5/07/2014

PID 89068

**PARCEL 44-WDV  
HAM-75-00.22**

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situate in Section 24, Town 4, Range FR 1, Miami Purchase, Cincinnati Township, in the City of Cincinnati, Hamilton County, State of Ohio, and being part of CUTTER'S SUBDIVISION and part of N. LONGWORTH'S SUBDIVISION as recorded in Deed Book 94, Page 476, of said county's plat records, being part of a 1.947 acre parcel of land as conveyed to LINN STREET INVESTMENTS, LLC, AN OHIO LIMITED LIABILITY COMPANY by instrument as recorded in O.R. 10221 Page 2567 of the Official Records of said county, being shown as Parcel 5-3 on Survey Record 136-1-238, Hamilton County Engineer's Office, and being more particularly bounded and described, with Stations and offsets referenced to the baseline of construction of Northbound I-75 as shown on the "HAM-75-00.22 Centerline Plat" as recorded in Plat Book 441 Pages 70-80, (I-75 NB), as follows:

Beginning for reference at the intersection of the original south right of way line of West Ninth Street (60') with the original west right of way line of Linn Street (50'), 172.89 feet left of the baseline of I-75 NB Station 62+31.11;

Thence with said south right of way North 85° 38' 16" West 222.06 feet to an Iron Pin set in the east line of said 1.947 acre parcel, being a point in the new west Right of Way line of I-75, 270.25 feet left of the baseline of I-75 NB Station 64+19.65, said Iron Pin being the TRUE POINT OF BEGINNING, said Iron Pin bearing South 34° 16' 07" West 635.89 feet from CAGIS monument 6973, which is located South 38° 16' 21" East 1864.57 feet from CAGIS monument 7008;

**EXHIBIT A**

RX 251 WDV

Page 2 of 3

Rev. 05/09

**PARCEL 44 -WDV**

Thence with said new right of way line through said parcel for the following six courses:

1. North 85° 38' 16" West 5.21 feet to an Iron Pin set 272.66 feet left of the baseline of I-75 NB Station 64+23.87;
2. North 04° 25' 06" East 18.69 feet to an Iron Pin set 256.11 feet left of the baseline of I-75 NB Station 64+31.81;
3. North 33° 19' 09" East 42.71 feet to an Iron Pin set 213.41 feet left of the baseline of I-75 NB Station 64+31.00;
4. North 56° 16' 37" West 166.39 feet to an Iron Pin set 213.83 feet left of the baseline of I-75 NB Station 65+83.77;
5. North 53° 49' 48" West 90.62 feet to an Iron Pin set 215.10 feet left of the baseline of I-75 NB Station 66+65.28;
6. North 54° 05' 48" West 80.99 feet to a Mag nail set in the west line of said 1.947 acre parcel and the east line of a 7.365 acre parcel of land as conveyed to FULLER PROPERTIES, LLC, A LIMITED LIABILITY COMPANY FORMED IN THE STATE OF OHIO by instrument as recorded in O.R. 9093 Page 2069, 220.05 feet left of the baseline of I-75 NB Station 67+36.97;

Thence along said lines North 02° 30' 18" East 3.63 feet to the northwest corner of said 1.947 acre parcel and the northeast corner of said 7.365 acre parcel, 217.20 feet left of the baseline of I-75 NB Station 67+38.95; a 5/8" Iron Pin found bears South 26° 07' 55" East 0.23 feet from said corner;

Thence with the north line of said 1.947 acre parcel along the arc of a curve to the left 274.99 feet, said arc having a radius of 3878.55 feet, a central angle of 04° 03' 44" and a chord bearing South 55° 52' 02" East 274.93 feet to a 5/8" Iron Pin found 204.23 feet left of the baseline of I-75 NB Station 64+90.94; an Iron Pin found bears South 4° 26' 39" East 0.24 feet from said point;

Thence continuing with said north line South 57° 53' 54" East 64.72 feet to a 5/8" Iron Pin found at the northeast corner of said parcel, 203.49 feet left of the baseline of I-75 NB Station 64+30.85;

**EXHIBIT A**

RX 251 WDV

Page 3 of 3

Rev. 05/09

**PARCEL 44 -WDV cont'd**

Thence with the east line of said parcel South 21° 42' 59" West 67.85 feet to the TRUE POINT OF BEGINNING, containing 0.0552 acres (2407 SF), more or less, subject to all legal easements and restrictions of record.

This description is based upon a field survey performed in March, 2013 by LJB Inc. under contract to the Ohio Department of Transportation, with bearings based upon the Kentucky State Plane One Zone Coordinate System, NAD 83, 2007 adjustment, by GPS utilizing ODOT VRS.

Iron Pins referred to as "set" shall be 3/4" by 30" reinforcing rod set by LJB Inc. with Aluminum cap stamped "ODOT R/W - PS 6596 - LJB INC" or "ODOT - PS 6596 - LJB INC".

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

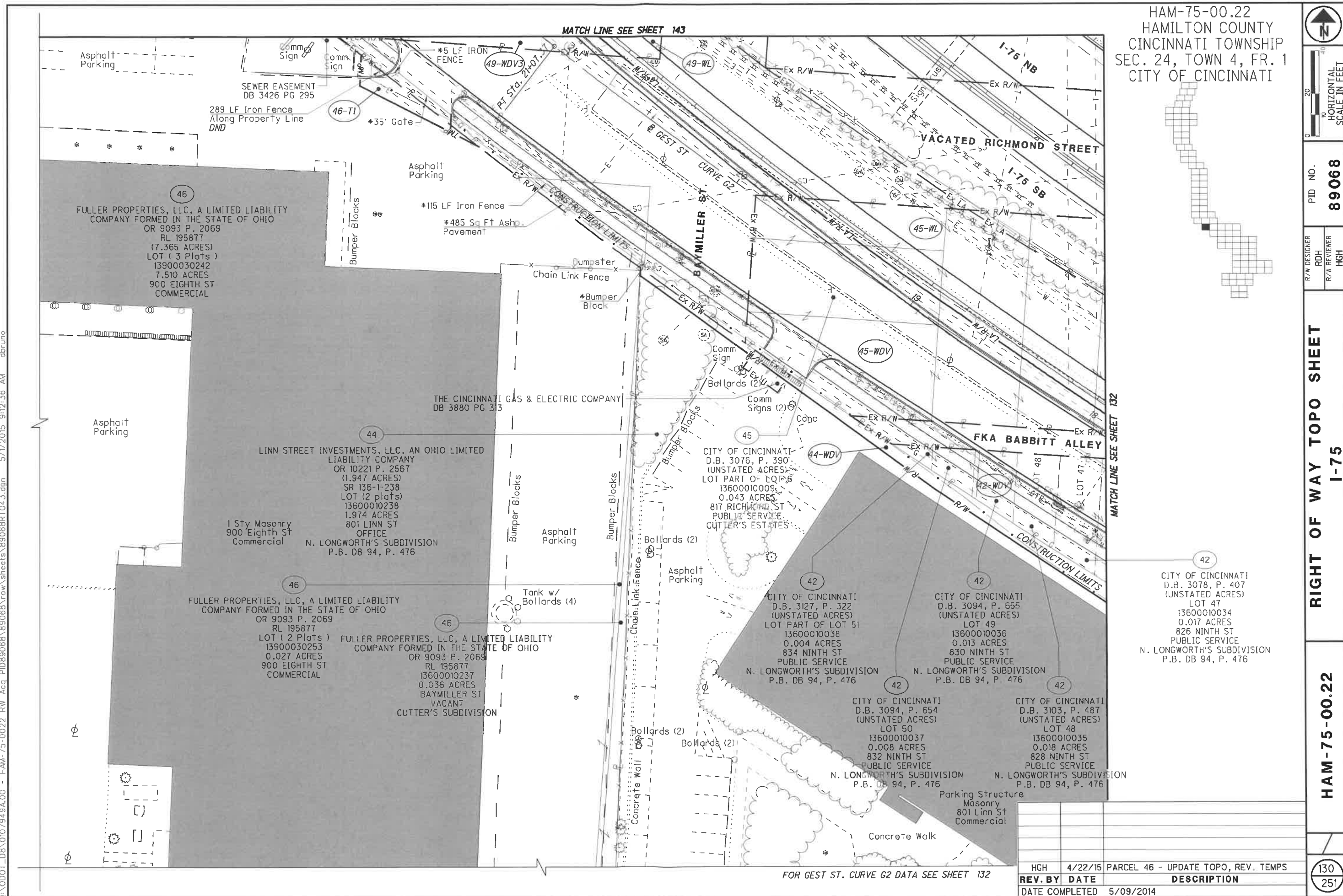
Grantor claims title through instrument of record in O.R. 10221 Page 2567, Hamilton County Recorder's Office.

0.0552 acres of the above described area is contained within Hamilton County Auditor's Permanent Parcel Number 13600010238, of which the present road right of way occupies 0.0000 acres, more or less.

Prepared by  
LJB Inc.

By: Harry G. Herbst III      5/7/14  
Harry G. Herbst III, Ohio PS #6596      Date

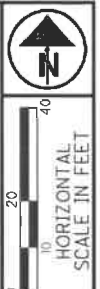






GHG	4/22/15	PARCEL 46 - UPDATE TOPO, REV. TEMPS
<b>REV. BY</b>	<b>DATE</b>	<b>DESCRIPTION</b>
DATE COMPLETED	5/09/2014	





PID NO.  
**89068**

R/W DESIGNER	RDH
R/W REVIEWER	HGH

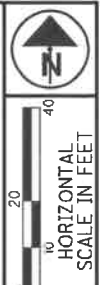
**RIGHT OF WAY TOPO SHEET**  
**I-75**

**HAM-75-00.22**

132  
251



HAM-75-00.22  
HAMILTON COUNTY  
CINCINNATI TOWNSHIP  
SEC. 24, TOWN 4, FR. 1  
CITY OF CINCINNATI



PTD NO.  
**89068**

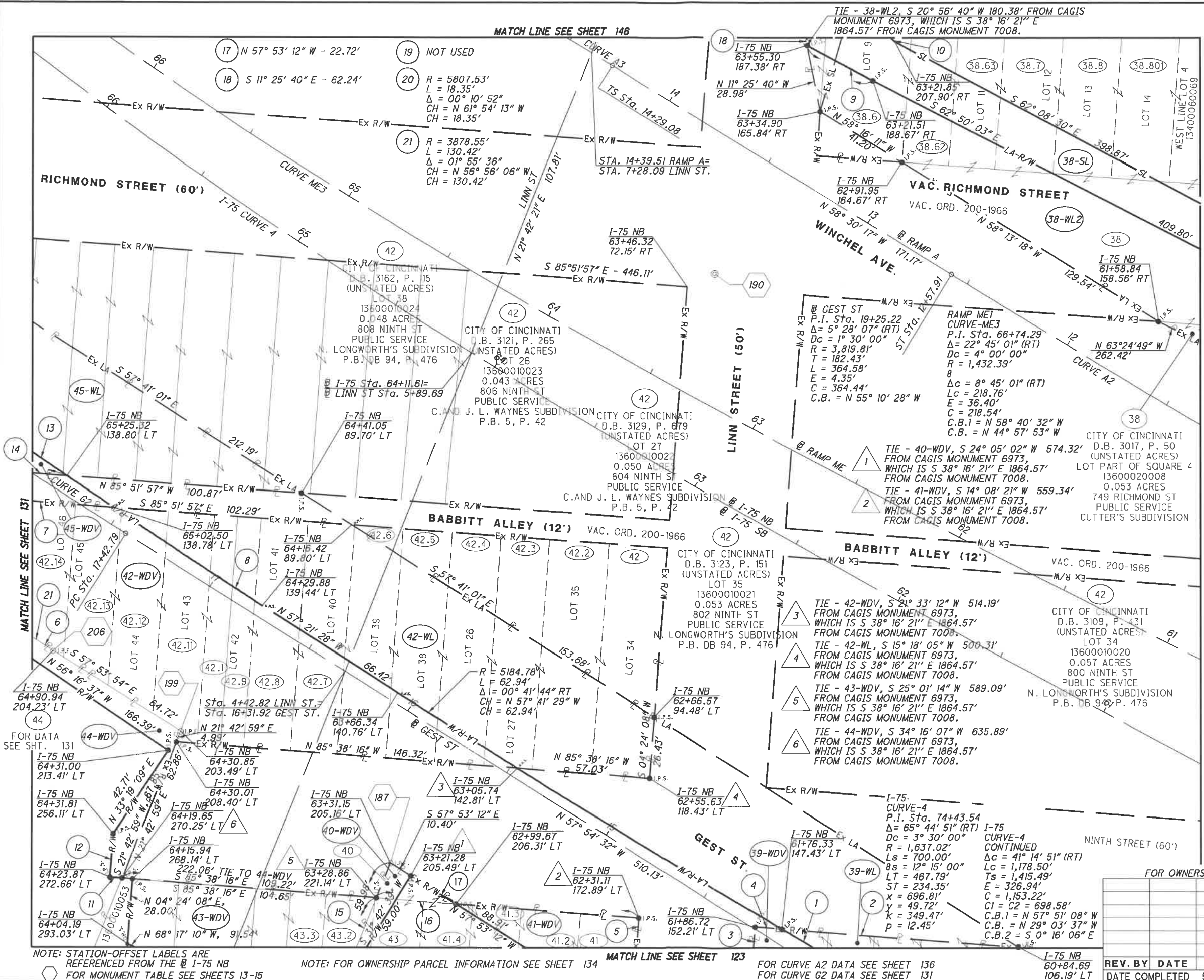
R/W DESIGNER  
RDH  
R/W REVIEWER  
HGH

**RIGHT OF WAY BOUNDARY SHEET**  
**I-75**

**HAM-75-00.22**

133  
251

Q:\DOT\DOT\0107949A.00 - HAM-75-00.22 RW Acq PID89068\89068\row\sheet\89068R04.dgn 5/15/2014 8:05:29 AM dbruno



- MATCH LINE SEE SHEET 136
- 1 R = 5184.78'  
L = 258.46'  
Δ = 02° 51' 22" RT  
CH = N 60° 56' 12" W  
CH = 258.43'
  - 2 S 85° 38' 12" E - 101.46'
  - 3 N 04° 24' 08" E - 67.61'
  - 4 S 85° 38' 12" E - 11.63'
  - 5 S 04° 24' 08" W - 41.40'
  - 6 R = 3878.55'  
L = 274.99'  
Δ = 04° 03' 44" LT  
CH = S 55° 52' 02" E  
CH = 274.93'
  - 7 S 85° 51' 57" E 135.52'
  - 8 R = 5368.29'  
L = 76.49'  
Δ = 00° 48' 59" RT  
CH = N 56° 37' 38" W  
CH = 76.49'
  - 9 R = 5807.53'  
L = 32.09'  
Δ = 00° 19' 00"  
CH = S 61° 50' 08" E  
CH = 32.09'
  - 10 S 50° 33' 59" E - 48.66'
  - 11 N 85° 38' 16" W - 5.21'
  - 12 N 04° 25' 06" E - 18.69'
  - 13 R = 5368.29'  
L = 99.25'  
Δ = 01° 03' 21" RT  
CH = N 55° 25' 54" W  
CH = 99.25'
  - 14 N 85° 51' 57" W - 135.27'
  - 15 N 21° 43' 41" E - 57.95'
  - 16 N 85° 38' 16" W 34.14'

FOR OWNERSHIP INFORMATION SEE SHEET 134

REV. BY	DATE	DESCRIPTION

NOTE: STATION-OFFSET LABELS ARE REFERENCED FROM THE I-75 NB FOR MONUMENT TABLE SEE SHEETS 13-15

NOTE: FOR OWNERSHIP PARCEL INFORMATION SEE SHEET 134

MATCH LINE SEE SHEET 123

FOR CURVE A2 DATA SEE SHEET 136  
FOR CURVE G2 DATA SEE SHEET 131

I-75 NB  
60+84.69  
106.19' LT

October 21, 2020

**To:** Mayor and Members of City Council  
**From:** Paula Boggs Muething, City Manager  
**Subject:** Ordinance- Easement for Storm Sewer-Kings Run Watershed

202001992

---

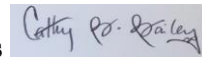
Transmitted herewith is an ordinance captioned as follows.

ACCEPTING and CONFIRMING the dedication of permanent easements to public use for the construction, maintenance, repair, and replacement of storm sewers and appurtenances over and across the property owned by Children's Hospital Medical Center, an Ohio non-profit corporation, located at 5642 Hamilton Avenue in College Hill neighborhood of Cincinnati, in accordance with the plat entitled "Easement for storm sewer-Kings Run Watershed."

This easement is for a public storm sewer on Children's Hospital property that catches and releases public storm water on private property. The easement provides for the City to be responsible for maintenance and future upkeep of public facilities on private property and provides the City the right to enter upon private property and fix/maintain these facilities, as necessary.

The Administration recommends passage of this Ordinance.

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





**City of Cincinnati**  
**An Ordinance No. \_\_\_\_\_**

AEY

*AWB*

- 2020

**ACCEPTING AND CONFIRMING** the dedication of permanent easements to public use for the construction, maintenance, repair, and replacement of storm sewers and appurtenances over and across the property owned by Children's Hospital Medical Center, an Ohio non-profit corporation, located at 5642 Hamilton Avenue in the College Hill neighborhood of Cincinnati, in accordance with the plat entitled "Easement for Storm Sewer-Kings Run Watershed."

WHEREAS, Children's Hospital Medical Center, an Ohio non-profit corporation ("Grantor"), granted to the City of Cincinnati an easement for storm sewers and appurtenances over Grantor's real estate located at 5642 Hamilton Avenue, Cincinnati, Ohio (Auditor's nos. 234-4-1 and 234-4-133) pursuant to the plat entitled "Easement for Storm Sewer-Kings Run Watershed" attached to this ordinance as Attachment A (the "Plat"); and

WHEREAS, the Plat has been examined and checked as to its technical features by the office of the Chief Stormwater Engineer and has been found to be correct; and

WHEREAS, the acceptance and confirmation of the easement in accordance with the Plat has been recommended by the Greater Cincinnati Water Works on behalf of its Stormwater Management Utility and the City Manager; now, therefore,

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

Section 1. That the easement conveyed by Children's Hospital Medical Center ("Grantor") to the City of Cincinnati for the construction, maintenance, repair, and replacement of the storm sewers and appurtenances on Grantor's property located at 5642 Hamilton Avenue in the College Hill neighborhood of Cincinnati (Auditor's Parcel Nos.: 234-4-1 and 234-4-133), as depicted on the plat entitled "Easement for Storm Sewer-Kings Run Watershed" a copy of which is attached to this ordinance as Attachment A, is hereby accepted and confirmed.

Section 2. That the City Solicitor shall cause an authenticated copy of this ordinance to be recorded in the Hamilton County, Ohio Recorder's Office.

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



STATE OF OHIO  
COUNTY OF HAMILTON

PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE,

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NO IMPROVEMENTS OF ANY KIND WHICH CAN INTERFERE WITH ACCESS TO SAID PUBLIC SEWER EASEMENT SHALL BE PLACED UPON A PERMANENT SEWER EASEMENT, EXCEPTING SUCH ITEMS AS RECREATIONAL SURFACES, PAVED AREAS FOR PARKING LOTS, DRIVEWAYS, OR OTHER SUCH ITEMS, BEING NATURAL OR ARTIFICIAL. ANY OF THE AFORESAID SURFACES, PAVED AREAS, PLANTS, TREES, SHRUBBERY, FENCES, LANDSCAPING OR OTHER SIMILAR ITEMS WHICH MAY BE PLACED UPON SAID PERMANENT EASEMENT, SHALL BE PLACED AT THE OWNER'S EXPENSE AND RISK OF THE PROPERTY OWNER AND GRANTEE OR ASSIGNS OF THIS PERMANENT EASEMENT HENCEFORTH SHALL NOT BE RESPONSIBLE TO ANY PRESENT OWNERS OF THE PROPERTY NOR THEIR EXECUTORS, ADMINISTRATORS OR ASSIGNS FOR THE CONDITION, DAMAGE TO OR REPLACEMENT OF SUCH AFORESAID ITEMS, OR ANY OTHER ITEMS PLACED UPON THE EASEMENT, INCLUDING FROM THE FORCE OF OR USE OF SAID PERMANENT EASEMENT, OR ANY OF THE GRANTEES OR ASSIGNS. ANY STRUCTURE CONSTRUCTED ON GRANTOR'S PROPERTY ADJOINING SAID PERMANENT EASEMENT SHALL BE KEPT NOT LESS THAN 3 FEET OUTSIDE THE PERMANENT SEWER EASEMENT LINE NEAREST THE SITE OF THE PROPOSED STRUCTURE, AND DEVIATION FROM THE AFORESAID RESTRICTIONS SHALL BE PETITIONED BY WRITTEN REQUEST TO THE GRANTEE OR ASSIGNS. EACH SUCH REQUEST SHALL BE CONSIDERED ON AN INDIVIDUAL BASIS WITH APPROVAL NOT BEING UNREASONABLY WITHHELD.

THE GRANTORS IN THIS PLAT OF EASEMENT ON THE DATES SET OPPOSITE  
THEIR NAMES AND ACKNOWLEDGED THE SIGNING THEREOF TO BE THEIR  
VOLUNTARY ACT AND DEED IN TESTIMONY WHEREOF I HAVE HEREUNTO  
SUBSCRIBED MY NAME AND AFFIXED MY NOTARIAL SEAL ON THE  
\_\_\_\_\_, DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF OHIO

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE,  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE GRANTORS IN THIS PLAT OF EASEMENT ON THE DATES SET OPPOSITE THEIR NAMES ACKNOWLEDGED THEIR SIGNING THEREOF ON BEHALF OF SAID CORPORATION TO BE THEIR VOLUNTARY ACT AND DEED, AUTHORIZED BY THE BOARD OF DIRECTORS OF SAID CORPORATION.

IN TESTIMONY WHEREOF I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY NOTORIAL SEAL ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

APPROVED \_\_\_\_\_  
SEWERS CHIEF ENGINEER (STORMWATER MANAGEMENT UTILITY)

CITY OF CINCINNATI COUNCIL

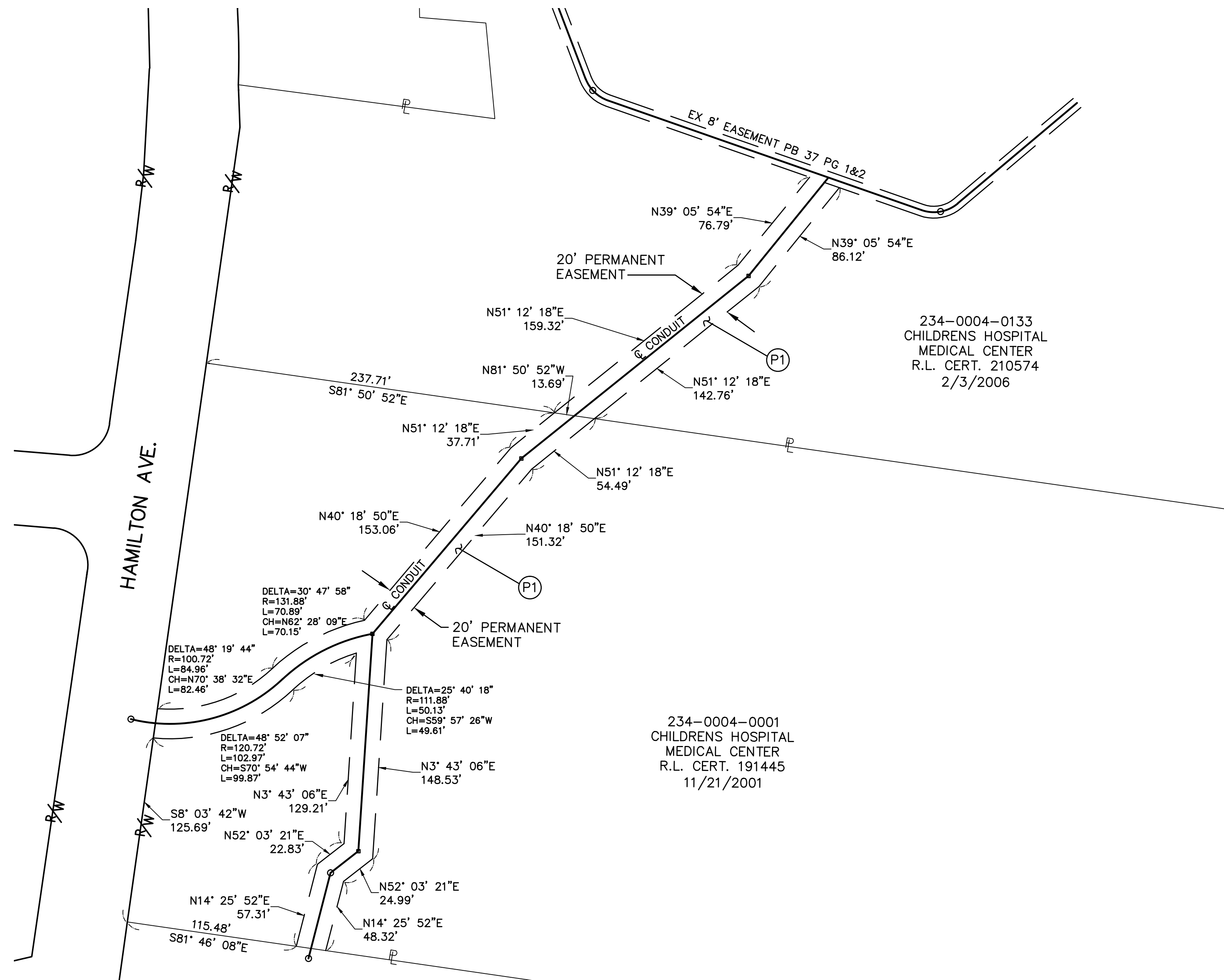
STORM SEWERS AND STORM SEWER EASEMENTS ACCEPTED BY THE COUNCIL OF THE  
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO BY ORDINANCE # \_\_\_\_\_ DATED  
THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_\_

PARCEL NO.	SIGNED	PRINTED NAME	DATE
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PARCEL NO.	DESCRIPTION	AREA
234-0004-0001	P1	11,571 SQ. FT.
234-0004-0133	P1	4,650 SQ. FT.

A map of a residential area with several streets. The streets shown are Cedar Ave. at the top, Kirby Ave. at the bottom left, Belmont Ave. running vertically on the left, Hamilton Ave. running vertically in the center, Groesbeck Rd. running vertically on the right, and Winton Rd. running vertically on the far right. A black arrow points to the intersection of Belmont Ave. and Hamilton Ave., which is labeled 'PROJECT LOCATION' in a box.

## PROJECT BEARINGS

[illegible]

RECORDED IN  
PLAT BOOK\_\_  
PAGE\_\_

THE METROPOLITAN SEWER DISTRICT  
OF GREATER CINCINNATI  
STORMWATER MANAGEMENT UTILITY  
HAMILTON COUNTY, OHIO



## EASEMENT FOR STORM SEWER

MILLCREEK TOWNSHIP SECTION 30 TOWN 3 FR 2

SCALE: HORIZ. 1"=50'



KINGS RUN WATERSHED  
5642 HAMILTON AVENUE

## STORM EASEMENT

ACC. NO. 120343 SHEET 1 OF 1

ACAD DRAWING NAME: 5642 HAMILTON EASEMENT.DWG

FOR CONSTRUCTION DRAWING SEE ACC. NO. N/A

**October 21, 2020**

**To:** Mayor and Members of City Council 202001993

**From:** Paula Boggs Muething, City Manager

**Subject:** **Emergency Ordinance – COVID-19 Care Resource Coordination Support Grant**

---

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a COVID-19 (Coronavirus) Care Resource Coordination Support Grant (RC 21) in the amount of \$275,583 from the Ohio Department of Health, to support vulnerable populations facing social and economic instability related to COVID-19 testing and diagnosis that results in isolation and quarantine.

This Emergency Ordinance would authorize the City Manager to apply for, accept and appropriate a grant in the amount of \$275,583 from the Ohio Department of Health. The purpose of the funding is to provide support for vulnerable populations who face social and economic instability related to COVID-19 testing and diagnosis, including isolation and quarantine. The funding will allow the Cincinnati Health Department to expand COVID-19 testing efforts at locations that have been reported as frequent gathering spots, distribute protective supplies/preparedness kits and subsidies for financial relief to vulnerable communities.

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 receive 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 COVID-19 (Coronavirus) Care Resource Coordination Support Grant (RC 21) in the amount of \$275,583 from the Ohio Department of Health, to support vulnerable populations facing social and economic instability related to COVID-19 testing and diagnosis that results in isolation and quarantine.

WHEREAS, this grant will allow the Cincinnati Health Department to expand COVID-19 testing efforts at locations that have been reported as frequent gathering spots, and to distribute protective supplies/preparedness kits and subsidies for financial relief to vulnerable communities; and

WHEREAS, the Cincinnati Health Department applied for this grant on September 22, 2020; and

WHEREAS, if awarded grant funding, the Cincinnati Health Department will require authorization from City Council to accept the funds; and

WHEREAS, the Cincinnati Health Department will not accept the grant funding without Council approval; and

WHEREAS, there is no local match required and no new FTEs are associated with this grant; and

WHEREAS, supporting vulnerable communities in combating COVID-19 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 authorized to apply for, accept, and appropriate a COVID-19 (Coronavirus) Care Resource Coordination Support Grant (RC 21) in the amount of \$275,583 from the Ohio Department of Health to support vulnerable populations facing social and economic instability related to COVID-19 testing and diagnosis that results in isolation and quarantine.

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 receive grant funds to cover expenses related to the prevention and control of COVID-19 cases.

Passed: \_\_\_\_\_, 2020

\_\_\_\_\_  
John Cranley, Mayor

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

October 21, 2020

202001994

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

**From:** Paula Boggs Muething, City Manager

**Subject:** **Emergency Ordinance – Parks Foundation Donation for Hyde Park Square Renovation**

---

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to accept and deposit a donation in an amount up to \$110,000 from the Cincinnati Parks Foundation in Fund No. 430, "Parks Private Endowment," for the purpose of providing resources to reimburse capital improvement program project accounts for the implementation of a landscaping renovation plan completed at Hyde Park Square; **ESTABLISHING** new capital improvement program project account no. 980x203x212003, "Hyde Park Square Renovation," for the purpose of providing resources for the implementation of a landscaping renovation plan at Hyde Park Square; and further **AUTHORIZING** the transfer and appropriation of up to \$110,000 from the unappropriated surplus of Fund No. 430, "Parks Private Endowment," to newly established capital improvement program project account no. 980x203x212003, "Hyde Park Square Renovation."

This Emergency Ordinance authorizes the City Manager to accept and deposit a donation of up to \$110,000 from the Cincinnati Parks Foundation to Fund No. 430, "Private Parks Endowment," to provide resources to reimburse capital project accounts for a landscaping renovation plan completed at Hyde Park Square. This Emergency Ordinance also establishes new capital improvement program project account no. 980x203x212003, "Hyde Park Square Renovation." Finally, this Emergency Ordinance authorizes the transfer and appropriation of up to \$110,000 from Fund No. 430, "Parks Private Endowment," to the new "Hyde Park Square Renovation" project.

This donation does not require a local match or additional FTEs.

This Emergency Ordinance is in accordance with the "Live" goal to "Build a robust public life" and strategy to "Develop and maintain inviting and engaging public spaces that encourage social interaction between different types of people," as well as the "Sustain" goal to "Preserve our natural and built environment," as described on pages 149 – 152 and 193 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to reimburse capital improvement program project accounts for expenses incurred under the renovation plan for Hyde Park Square.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment



## **EMERGENCY**

**KKF**

**- 2020**

**AUTHORIZING** the City Manager to accept and deposit a donation in an amount up to \$110,000 from the Cincinnati Parks Foundation in Fund No. 430, “Parks Private Endowment,” for the purpose of providing resources to reimburse capital improvement program project accounts for the implementation of a landscaping renovation plan completed at Hyde Park Square; **ESTABLISHING** new capital improvement program project account no. 980x203x212003, “Hyde Park Square Renovation,” for the purpose of providing resources for the implementation of a landscaping renovation plan at Hyde Park Square; and further **AUTHORIZING** the transfer and appropriation of up to \$110,000 from the unappropriated surplus of Fund No. 430, “Parks Private Endowment,” to newly established capital improvement program project account no. 980x203x212003, “Hyde Park Square Renovation.”

WHEREAS, the City of Cincinnati performed renovations at Hyde Park Square that included the removal of hedges, the installation of a decorative perimeter fence, replacement of a spruce tree, additional landscaping work, sidewalk widening, and the installation of a drinking fountain; and

WHEREAS, acceptance of the funds from the Cincinnati Parks Foundation will reimburse the City’s costs for improving Hyde Park Square; and

WHEREAS, there is no match requirement associated with the acceptance of this donation; and

WHEREAS, there are no new FTEs associated with the acceptance of this donation; and

WHEREAS, this ordinance is in accordance with the “Live” goal to “Build a robust public life” and strategy to “Develop and maintain inviting and engaging public spaces that encourage social interaction between different types of people,” as well as the “Sustain” goal to “Preserve our natural and built environment,” as described on pages 149 – 152 and 193 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to accept and deposit a donation in an amount up to \$110,000 from the Cincinnati Parks Foundation in Fund No. 430, “Parks Private Endowment,” for the purpose of providing resources to reimburse capital improvement program project accounts for a landscaping renovation plan completed at Hyde Park Square.

Section 2. That new capital improvement program project account no. 980x203x212003, “Hyde Park Square Renovation,” is hereby established for the purpose of providing resources for implementation of a landscaping renovation plan at Hyde Park Square.

Section 3. That the City Manager is hereby authorized to transfer and appropriate up to \$110,000 from the unappropriated surplus of Fund No. 430, “Parks Private Endowment,” to newly established capital improvement program project account no. 980x203x212003, “Hyde Park Square Renovation” for the purpose of providing resources for implementation of a landscaping renovation plan at Hyde Park Square.

Section 4. That the proper City officials are hereby authorized to do all things necessary and proper to comply with the terms of Section 1 through 3 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 need to reimburse capital improvement program project accounts for expenses incurred under the renovation plan for Hyde Park Square.

Passed: \_\_\_\_\_, 2020

\_\_\_\_\_  
John Cranley, Mayor

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

October 21, 2020

To: Mayor and Members of City Council

202001996

From: Paula Boggs Muething, City Manager

Subject: **RELEASE OF EASEMENT FOR 525 VINE STREET**

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Attached is an Ordinance captioned as follows:

AUTHORIZING the City Manager to execute a Release of Easement to release public pedestrian ingress and egress easements across certain real property located at 525 Vine Street in the Central Business District of Cincinnati to facilitate the redevelopment of Fountain Square West.

### **BACKGROUND/CURRENT CONDITIONS**

On December 18, 2020, City Council authorized the execution of a Property Sale and Development Agreement between the City and Fountain Place, LLC for the development of the property at 505 Vine Street. As a part of this development, the City released an easement that was located within the property of 505 Vine Street.

The easement that was released at 505 Vine Street and the easement that is located at 525 Vine Street have historically served the purpose of providing public access to downtown's skywalk system. The easement located in the 525 Vine Street building was also connected to a now-demolished skywalk bridge that crossed Race Street. As a result, the current easement at 525 Vine Street no longer serves its intended public purpose of providing access to downtown's skywalk system.

City Planning Commission approved the release of this easement at their meeting on October 2, 2020

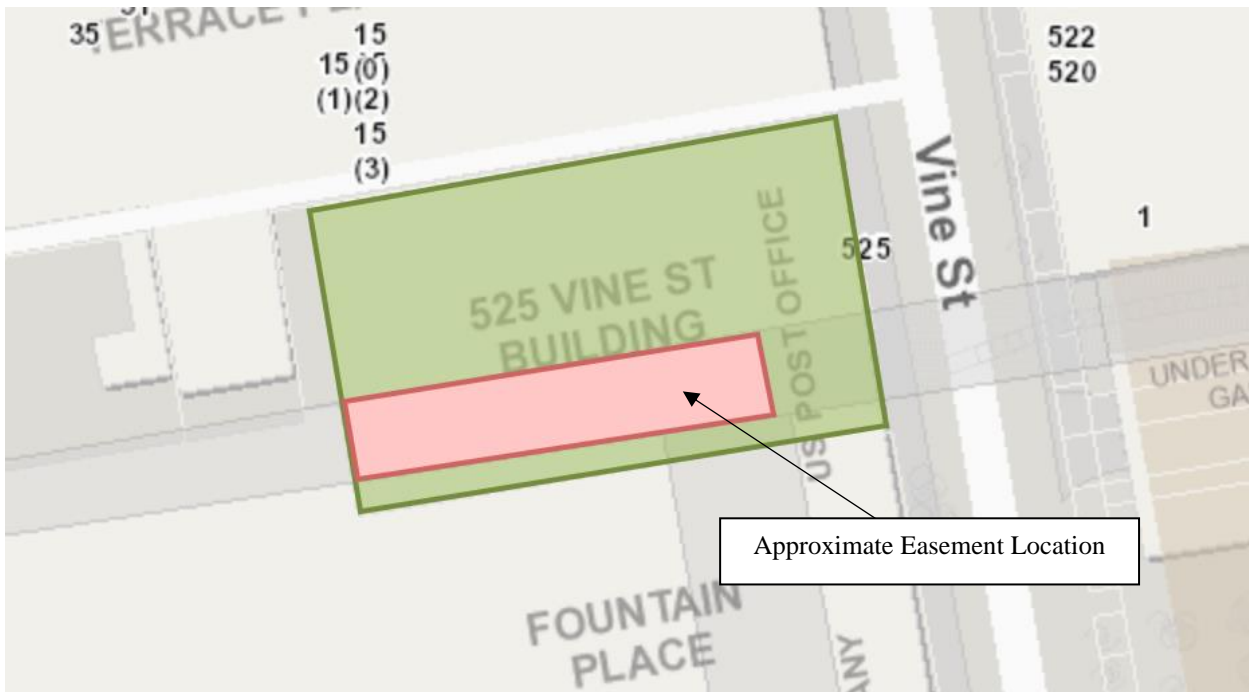
### **RECOMMENDATION**

The Administration recommends approval of this Ordinance as it will remove an easement that is no longer needed for any municipal purpose.

Attachment: A. Approximate Easement Location

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

**Attachment A: Approximate Easement Location**



CHM

BWB

- 2020

**City of Cincinnati**  
**An Ordinance No. \_\_\_\_\_**

**AUTHORIZING** the City Manager to execute a *Release of Easements* to release public pedestrian ingress and egress easements across certain real property located at 525 Vine Street in the Central Business District of Cincinnati to facilitate the redevelopment of Fountain Square West.

WHEREAS, Cincinnati Center City Development Corporation (“Developer”) owns certain real property commonly known as Fountain Square West, which property adjoins certain real property located at 525 Vine Street in Cincinnati; and

WHEREAS, Developer desires to redevelop Fountain Square West and, in connection with such redevelopment, Developer has requested that the City release public pedestrian ingress and egress easements that encumber portions of the property located at 525 Vine Street, as described in the *Release of Easements* attached to this ordinance as Attachment A; and

WHEREAS, the City Manager, in consultation with the Department of Transportation and Engineering, has determined that the easements are not needed for any municipal or public purpose and therefore is agreeable to releasing the easements in order to facilitate Developer’s redevelopment of Fountain Square West; and

WHEREAS, the City Planning Commission approved the City’s release of the easements at its meeting on October 2, 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 *Release of Easements*, in substantially the form attached to this ordinance as Attachment A, to release public pedestrian easements that encumber property located at 525 Vine Street in Cincinnati to facilitate the redevelopment of adjoining property commonly known as Fountain Square West.

Section 2. That the easements are not needed for any municipal or public purpose and the release of the easements will not be detrimental to the interests of the general public.

Section 3. 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, including without limitation executing any and all ancillary agreements, plats, and other real estate documents.

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

ATTACHMENT A



---

[SPACE ABOVE FOR RECORDER'S USE]

Property: 525 Vine Street

## RELEASE OF EASEMENTS

THIS RELEASE is executed by the **City of Cincinnati**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), with reference to the following facts:

### Recitals:

A. By a *Deed of Easement* executed on March 30, 1983, and recorded in Deed Book 4253, Page 563, Hamilton County, Ohio Records, the City reserved certain pedestrian ingress and egress easements for the benefit of the general pedestrian public described in section "A", "Easement No. 1," of the *Deed of Easement* over certain portions of real property, as more particularly described on Exhibit A (Legal Description—Public Pedestrian Easement No. 1) ("**Public Pedestrian Easement 1**"), including certain portions of improvements to be constructed thereon, generally located at 525 Vine Street, Cincinnati, Ohio and more particularly described on Exhibit B (Legal Description—525 Vine Property) hereto, (the "**Property**").

B. By a *Partial Release of Reservation of Pedestrian Ingress and Egress Rights and Maintenance and Repair Obligations* executed on March 23, 2006, and recorded in Official Record 10203, Page 1667, Hamilton County, Ohio Records (the "**Partial Release**"), the City released certain pedestrian ingress and egress easement rights burdening the Property that it had reserved and created for the benefit of the general public.

C. By a *Grant of Easement* executed on May 16, 2006, and recorded in Official Record 10254, Page 2163, Hamilton County, Ohio Records, 525 Vine Street, LLC granted to the City for the benefit of the general public certain pedestrian ingress and egress rights across and through the Property ("**Public Pedestrian Easement 2**" and together with Public Pedestrian Easement 1, the "**Public Pedestrian Easements**").

D. Cincinnati Center City Development Corporation desires to redevelop a property adjoining the Property, and in connection therewith has requested that the City release the Public Pedestrian Easements.

E. The City Manager, in consultation with the Department of Transportation and Engineering and the Department of Community and Economic Development, has determined that the Public Pedestrian Easements no longer serve any municipal or public purpose because they were granted to the City in connection with the City's then-existing pedestrian skywalk network, including the pedestrian skywalk bridges above Vine and Race Streets, which bridges have been dismantled.

F. The City is agreeable to release and terminate the Public Pedestrian Easements to facilitate the redevelopment of the adjoining property under the ownership or control of Cincinnati Center City Development Corporation.

G. The City's release and termination of the Public Pedestrian Easements was authorized by Ordinance No.\_\_\_\_ passed by Cincinnati City Council on\_\_\_\_\_.

NOW THEREFORE, for valuable consideration received, the City hereby releases and forever quitclaims any and all right and interest in the Public Pedestrian Easements and confirms that the same have been terminated and are null and void.

Executed on the date of acknowledgment indicated below.

**CITY OF CINCINNATI**

By: \_\_\_\_\_  
Paula Boggs Muething,  
Interim City Manager

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Paula Boggs Muething, Interim City Manager of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Recommended by:

\_\_\_\_\_  
John S. Brazina, Director  
Department of Transportation and Engineering

Recommended by:

\_\_\_\_\_  
Markiea L. Carter, Interim Director  
Department of Community Development

**Approved as to Form:**

Assistant City Solicitor

**Accepted and Agreed to by:**

**HUNTINGTON CENTER CINCINNATI REALTY LP,**  
a Delaware limited partnership

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

Printed name: \_\_\_\_\_

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

Date: \_\_\_\_\_, 2020

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, partner (or agent) on behalf of **HUNTINGTON CENTER CINCINNATI REALTY LP**, a Delaware limited partnership. 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: \_\_\_\_\_

This instrument prepared by:  
City of Cincinnati Law Department  
801 Plum Street  
Cincinnati, OH 45202

Exhibits:

Exhibit A – *Legal Description—Public Pedestrian Easement No. 1*

Exhibit B – *Legal Description—525 Vine Property*

**Exhibit A**  
to Release of Easement  
*Legal Description – Public Pedestrian Easement No. 1*

Situated in the City of Cincinnati, Hamilton County, Ohio, being an aerial easement between elevation 566.50 feet above sea level, and elevation 860.00 feet above sea level, over the following area: Beginning at the northwest corner of Vine Street and Opera Place, thence South 74° 12' West, along the north line of Opera Place, a distance of 224.00 feet; thence South 15° 48' East, a distance of 40.00 feet to the south line of Opera Place; thence North 74° 12' East, a distance of 224.14 feet to the west line of Vine Street; thence North 16° 00' West, a distance of 40.00 feet to the place of beginning.

**Exhibit B**  
to Release of Easement  
*Legal Description—525 Vine Property*

**Situated in the City of Cincinnati, Hamilton County, Ohio and being all of Lots 67, 68, 113, 114 and 115, and part of Lot 112 of James Ferguson's Subdivision of Lots in Cincinnati, as recorded in Deed Book V2, Page 412 of the Hamilton County, Ohio Records and being more particularly described as follows:**

**Beginning at the northwest corner of Vine Street and Opera Place,**

- thence North 16°-00' West, along the west line of Vine Street, a distance of 83.45 feet to the south line of Thorp Alley;**
- thence South 74°-09' West, along the south line of Thorp Alley, a distance of 224.12 feet;**
- thence South 16°-05' East, a distance of 83.25 feet to the north line of Opera Place;**
- thence North 74°-12' East, along the north line of Opera Place, a distance of 224.00 feet to the place of beginning.**

**CONTAINING 18,675 square feet.**

**SUBJECT to easements and restrictions of record.**

---

[SPACE ABOVE FOR RECORDER'S USE]

Property: 525 Vine Street

## RELEASE OF EASEMENTS

THIS RELEASE is executed by the **City of Cincinnati**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), with reference to the following facts:

### Recitals:

A. By a *Deed of Easement* executed on March 30, 1983, and recorded in Deed Book 4253, Page 563, Hamilton County, Ohio Records, the City reserved certain pedestrian ingress and egress easements for the benefit of the general pedestrian public described in section "A", "Easement No. 1," of the *Deed of Easement* over certain portions of real property, as more particularly described on Exhibit A (Legal Description—Public Pedestrian Easement No. 1) ("**Public Pedestrian Easement 1**"), including certain portions of improvements to be constructed thereon, generally located at 525 Vine Street, Cincinnati, Ohio and more particularly described on Exhibit B (Legal Description—525 Vine Property) hereto, (the "**Property**").

B. By a *Partial Release of Reservation of Pedestrian Ingress and Egress Rights and Maintenance and Repair Obligations* executed on March 23, 2006, and recorded in Official Record 10203, Page 1667, Hamilton County, Ohio Records (the "**Partial Release**"), the City released certain pedestrian ingress and egress easement rights burdening the Property that it had reserved and created for the benefit of the general public.

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D. Cincinnati Center City Development Corporation desires to redevelop a property adjoining the Property, and in connection therewith has requested that the City release the Public Pedestrian Easements.

E. The City Manager, in consultation with the Department of Transportation and Engineering and the Department of Community and Economic Development, has determined that the Public Pedestrian Easements no longer serve any municipal or public purpose because they were granted to the City in connection with the City's then-existing pedestrian skywalk network, including the pedestrian skywalk bridges above Vine and Race Streets, which bridges have been dismantled.



F. The City is agreeable to release and terminate the Public Pedestrian Easements to facilitate the redevelopment of the adjoining property under the ownership or control of Cincinnati Center City Development Corporation.

G. The City's release and termination of the Public Pedestrian Easements was authorized by Ordinance No.\_\_\_\_ passed by Cincinnati City Council on\_\_\_\_\_.

NOW THEREFORE, for valuable consideration received, the City hereby releases and forever quitclaims any and all right and interest in the Public Pedestrian Easements and confirms that the same have been terminated and are null and void.

Executed on the date of acknowledgment indicated below.

**CITY OF CINCINNATI**

By: \_\_\_\_\_  
Paula Boggs Muething,  
Interim City Manager

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Paula Boggs Muething, Interim City Manager of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Recommended by:

\_\_\_\_\_  
John S. Brazina, Director  
Department of Transportation and Engineering

Recommended by:

\_\_\_\_\_  
Markiea L. Carter, Interim Director  
Department of Community Development

Assistant City Solicitor

Notary Public  
My commission expires: \_\_\_\_\_

This instrument prepared by:  
City of Cincinnati Law Department  
801 Plum Street  
Cincinnati, OH 45202

Exhibits:

Exhibit A – *Legal Description—Public Pedestrian Easement No. 1*

Exhibit B – *Legal Description—525 Vine Property*

**Exhibit A**  
to Release of Easement  
*Legal Description – Public Pedestrian Easement No. 1*

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**Exhibit B**  
to Release of Easement  
*Legal Description—525 Vine Property*

Situated in the City of Cincinnati, Hamilton County, Ohio and being all of Lots 67, 68, 113, 114 and 115, and part of Lot 112 of James Ferguson's Subdivision of Lots in Cincinnati, as recorded in Deed Book V2, Page 412 of the Hamilton County, Ohio Records and being more particularly described as follows:

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- thence South 16°-05' East, a distance of 83.25 feet to the north line of Opera Place;
- thence North 74°-12' East, along the north line of Opera Place, a distance of 224.00 feet to the place of beginning.

CONTAINING 18,675 square feet.

SUBJECT to easements and restrictions of record.

October 21, 2020

To: Mayor and Members of City Council 202001998

From: Paula Boggs Muething, City Manager

Subject: **TAX INCREMENT FINANCING (TIF) EXEMPTION FOR CAST-FAB REDEVELOPMENT**

---

Attached is an Emergency Ordinance captioned as follows:

**DECLARING**, pursuant to Ohio Revised Code Section 5709.40(B), improvements to certain parcels of real property at the former Cast-Fab site, located west of Disney Street in the Oakley neighborhood of Cincinnati to be a public purpose and exempt from real property taxation for a period of 30 years.

### **BACKGROUND/CURRENT CONDITIONS**

The property is a former industrial site in the Oakley neighborhood of Cincinnati. The site, once the home of Cast-Fab Technologies, is approximately 28 acres. Local Oakley, LLC, owned by partners Bill Davin and Jared Davis, are serving as the site's master developer. To date, the Developer has demolished the former manufacturing facility, performed environmental remediation, and begun subdividing the site to market to vertical development partners. The Developer and DCED now anticipate a need for public financing to fund public infrastructure required by the development.

### **DEVELOPER INFORMATION**

Local Oakley, LLC is owned by Bill Davin and Jared Davis. Mr. Davis is the founder of CNG Financial Corp., the parent company of Axxess Financial. The developer purchased the property in late 2018 and is working with Blue Ash developer Hills Properties on the project's multi-family residential phase. Hills has been successfully developing and managing multi-family residential communities in the southwest Ohio region since 1958.

### **PROJECT DESCRIPTION**

Local Oakley, LLC, serving as the site's master developer, will partner with other developers, including Hills Properties and NorthPoint Development, to redevelop the

28-acre former Cast-Fab Technologies site to include a 139,000 square foot self-storage facility, a 316 multifamily apartment complex, as well as other anticipated mixed-use commercial development phases. The project necessitates the construction of various public infrastructure improvements, including right-of-way, public parking and utility improvements.

### **PROPOSED INCENTIVE**

DCED is recommending a Tax Increment Financing (TIF) exemption for the project site pursuant to Ohio Revised Code 5709.40(B) for a period of 30 years. The project TIF is necessary to aid in the construction of various public infrastructure improvements, including right-of-way, public parking and utility improvements.

Establishment of the TIF exemption by City Council does not commit any increment to the project. The final details of the project and the City's intended financial or incentive contribution will be formalized in a forthcoming Development Agreement, which will be subject to future consideration by City Council. Until that time, no City resources will be committed to the project and City Administration retains full discretion on the structuring of any forthcoming project incentive.

### **RECOMMENDATION**

The Administration recommends approval of this Emergency Ordinance. The emergency clause is necessary to establish the TIF exemption prior to the start of construction of improvements which are anticipated to begin on the site in November.

Attachment: A. Property location and photographs

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

EMERGENCY

City of Cincinnati

SSB

An Ordinance No. \_\_\_\_\_

- 2020

AWB

**DECLARING**, pursuant to Ohio Revised Code Section 5709.40(B), improvements to certain parcels of real property at the former Cast-Fab site, located west of Disney Street in the Oakley neighborhood of Cincinnati to be a public purpose and exempt from real property taxation for a period of 30 years.

WHEREAS, Local Oakley, LLC ("Developer") is redeveloping real property in Cincinnati located at the former Cast-Fab site west of Disney Street, as more particularly depicted and described in Attachment A, attached hereto (the "Property"), all or most of which Developer currently owns and/or controls, which redevelopment Developer currently anticipates will include multiple phases of mixed-use commercial development (the "Project"); and

WHEREAS, the Project necessitates the construction of various public infrastructure improvements, including, without limitation, public parking, utility, and right-of-way improvements; and

WHEREAS, Section 5709.40, *et seq.* of the Ohio Revised Code ("ORC") provide that City Council may (i) declare any Improvement (as defined in Section 5709.40 of the Ohio Revised Code) to one or more parcels of real property located in the City to be a public purpose, thereby exempting that Improvement from real property taxation for a period of time, (ii) designate public infrastructure improvements that directly benefit the parcels for which such Improvement is declared to be a public purpose, (iii) require the payment of service payments in lieu of taxes by the owner or owners of such parcel or parcels, and (iv) provide for the distribution of the applicable portion of those service payments to the overlapping city, local, or exempted village school district; and

WHEREAS, City Council wishes to use the authority granted pursuant to such ORC Sections in connection with certain improvements in the City, in order to encourage development of the Property; and

WHEREAS, ORC Section 5709.40(A)(4) and (8) define certain terms as follows:

"Improvement" means the increase in the assessed value of any real property that would first appear on the tax list and duplicate of real and public utility property after the effective date of an ordinance adopted under this section were it not for the exemption granted by that ordinance;

"Public infrastructure improvement" includes, but is not limited to, public roads and highways; water and sewer lines; the continued maintenance of those public roads and highways and water and sewer lines; environmental remediation; land acquisition,



including acquisition in aid of industry, commerce, distribution, or research; demolition, including demolition on private property when determined to be necessary for economic development purposes; stormwater and flood remediation projects, including such projects on private property when determined to be necessary for public health, safety, and welfare; the provision of: gas, electric, and communications service facilities, including the provision of gas or electric service facilities owned by nongovernmental entities when such improvements are determined to be necessary for economic development purposes; and the enhancement of public waterways through improvements that allow for greater public access; and

WHEREAS, the Board of Education of the Cincinnati City School District of the City of Cincinnati (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 tax exemptions of up to 100% for periods not to exceed 30 years and has waived the statutory notification requirements for such exemptions; and

WHEREAS, the City has determined that it is necessary and appropriate, and in the best interest of the City, to provide for (i) exemption of Improvement to the Property from real property taxation under ORC Section 5709.40, *et seq.*, and (ii) the payment of semiannual service payments in lieu of taxes with respect to the Property; and

WHEREAS, ORC Section 5709.43 requires that the city council of a city that receives service payments in lieu of taxes under ORC Section 5709.40, *et seq.*, establish a municipal public improvement tax increment equivalent fund into which shall be deposited such service payments in lieu of taxes; now, therefore,

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

Section 1. That pursuant to Section 5709.40(B) of the Ohio Revised Code (“ORC”), this Council hereby creates the “Local Oakley TIF,” the boundaries of which shall be coextensive with the boundaries of the parcels and shall include the parcels as specifically identified and/or described in Attachment A to this ordinance (the “Property”), which Property is located in the incorporated area of the City.

Section 2. That this Council hereby finds and determines that (i) additional public infrastructure including construction and maintenance of street improvements, water improvements, sewer improvements, parking facilities, and/or related improvements, is necessary as a result of and for the further development of the Property for creating jobs, increasing property values, providing adequate public services, and to preserve the health, safety,

and welfare of the current citizens of Cincinnati; (ii) the project(s) being, or to be, undertaken that place additional demand on the public infrastructure improvements designated in this ordinance include the mixed-use commercial development being undertaken by Local Oakley, LLC (including any affiliates thereof, “Developer”); and (iii) the proposed use of the Property includes commercial uses.

Section 3. That pursuant to and in accordance with the provisions of ORC Section 5709.40(B), this Council hereby declares any Improvement (as defined in ORC Section 5709.40) to the Property to be a public purpose and exempt from taxation for the time and in the amount set forth in Section 4 hereof and declares that the Improvement made to the Property will place direct additional demand on the public infrastructure improvements described in Section 2 hereof when such public infrastructure improvements are completed; therefore, such public infrastructure improvements will directly benefit the Property.

Section 4. That this Council finds and determines that 100% of the Improvement subsequent to the effective date of this ordinance is hereby declared to be a public purpose, and shall be exempt from real property taxes commencing on the first day of the tax year in which an Improvement first appears on the tax duplicate of real and public utility property and ending on the earlier to occur of (a) 30 years after such date or (b) the date on which the City can no longer require service payments to be paid with respect to the Improvements in accordance with ORC Section 5709.40, *et seq.*

Section 5. That this Council hereby designates the public infrastructure improvements identified in Attachment B to this ordinance as the “public infrastructure improvements” made (or to be made) that directly benefit the Property pursuant to ORC Section 5709.40(B).

Section 6. That this Council hereby expresses its intention to enter into such agreements as may be necessary or appropriate to construct such public infrastructure improvements (including, without limitation, (i) Service Agreement(s) between the City and Developer or its successor(s)-in-interest as to the Property (“Owner”), and (ii) a cooperative agreement among the City, Owner, and the Port of Greater Cincinnati Development Authority (the “Port”)), and further hereby requires the owners of the Property to make semiannual service payments in lieu of taxes to the County Treasurer on or before the final dates for payment of real property taxes. Such requirements, along with such other provisions as are deemed appropriate by this Council and as are agreed to by the owners of the Property, may be included in Service Agreements which may (but are not required to) be entered into between the City and the respective owners of the Property. To the extent necessary to secure such obligations, this Council hereby pledges such service payments to secure any obligations of the City or the Port issued to finance the public infrastructure improvements described in Sections 2 and 5 hereof. The payments in lieu of taxes provided for in ORC Section 5709.42 shall be paid to the County Treasurer, for payment by the County Treasurer to the City.

Section 7. That there has previously been established the City, Municipal Public Improvement Tax Increment Equivalent Fund (the “Fund”), into which Fund all service payments in lieu of taxes made by the owners of the affected parcels of land pursuant to this ordinance shall be deposited.

Section 8. That moneys deposited in the Fund shall be used only for the purposes set forth in ORC Section 5709.43, with respect to the public infrastructure improvements described in Attachment B to this ordinance, and for making compensation payments to the affected school districts as provided in ORC Section 5709.40, *et seq.*, and in the *Tax Incentive Agreement*

between the City and the Board of Education of the Cincinnati City School District of the City of Cincinnati effective as of April 28, 2020.

Section 9. That the proper City officials are hereby authorized to do all things necessary and proper to carry out the actions contemplated herein, including, without limitation, filing any required applications for tax exemption with the Hamilton County Auditor and State Tax Commissioner.

Section 10. That, pursuant to ORC Section 5709.40(I), the Clerk is hereby directed to deliver a copy of this ordinance to the Director of the Department of Development Services of the State of Ohio within 15 days after its adoption, and, on or before March 31 of each year that the exemption set forth herein remains in effect, the Clerk or other authorized officer of this City shall prepare and submit to the Director of the Department of the Ohio Development Services Agency of the State of Ohio the status report required under ORC Section 5709.40(I).

Section 11. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements, including ORC Section 121.22.

Section 12. 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 construction of the improvements described herein to commence at the

earliest possible time in order to advance development of the Property in a timely and financially efficient manner, for the economic welfare of the people of the City.

Passed: \_\_\_\_\_, 2020

\_\_\_\_\_  
John Cranley, Mayor

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

ATTACHMENT A

**EXHIBIT OF 28.1986 ACRES  
SECTION 28, TOWN 4, FR 2, COLUMBIA  
TOWNSHIP, MIAMI PURCHASE,  
CINCINNATI, HAMILTON COUNTY, OHIO**

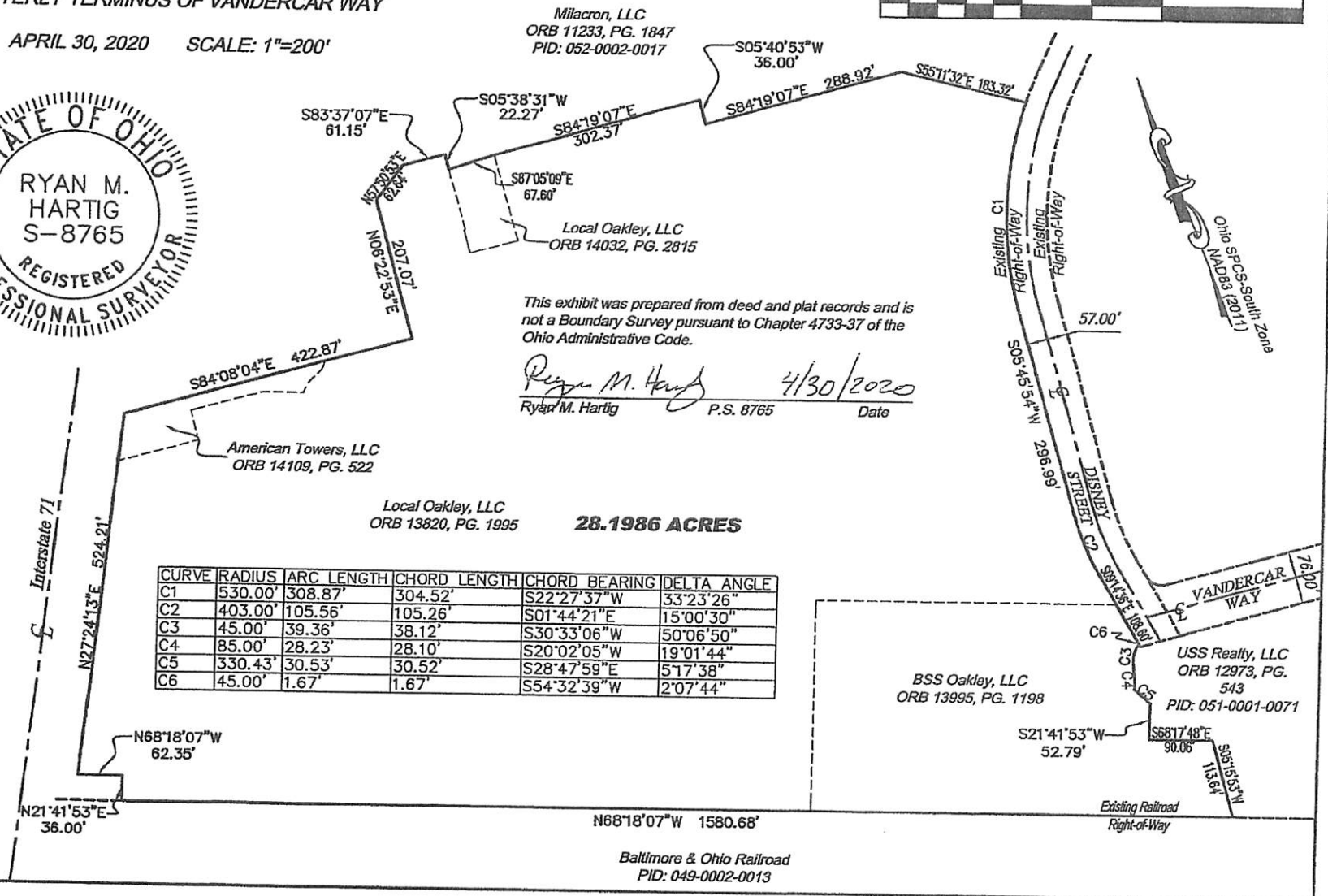
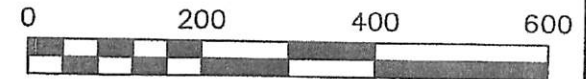


**VIOX & VIOX**  
Civil Engineers, Surveyors, and Landscape Architects

466 Erlanger Road • Erlanger, Kentucky 41018  
215B Main Street • Milford, Ohio 45150  
Ph Erlanger (859)727-3293 • Ph Milford (513)576-1000 • www.vioxinc.com

**WEST SIDE OF DISNEY STREET  
WESTERLY TERMINUS OF VANDERCAR WAY**

APRIL 30, 2020 SCALE: 1"=200'

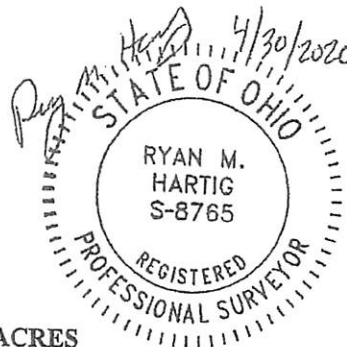




466 Erlanger Road | 2158 Main Street,  
Erlanger, Kentucky 41018 | Milford Ohio 45150

Tel: 859.727.3293 | Tel: 513.576.1000  
Fax: 859.727.8452

www.vioxinc.com



### DESCRIPTION OF 28.1986 ACRES

Situated in Section 28, Town 4, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio and being the property conveyed to Local Oakley LLC by deed recorded in Official Record Book 14032, page 2815 and Parcel I, Parcel II Tract I and Parcel II Tract II conveyed to Local Oakley LLC by deed recorded in Official Record Book 13820, page 1995 and the property conveyed to BSS Oakley, LLC by deed recorded in Official Record Book 13995, page 1198 in the office of the Hamilton County Recorder's Office in Cincinnati, Ohio and is more particularly described as follows:

Unless otherwise stated, any monument referred to herein as a set iron pin is a 5/8 inch diameter rebar, thirty inches in length with a plastic cap stamped "HARTIG PS 8765". All bearings referred to herein are based upon the Ohio State Plane Coordinate System, South Zone, NAD83 (2011).

BEGINNING, at an existing 5/8" iron pin (PS 8656) at the most easterly common corner of Local Oakley LLC (Official Record 13820, page 1995) and Milacron, LLC (Official Record 11233, page 1847), being in the westerly right-of-way line of Disney Street, 28.50 feet as measured perpendicular to the centerline;

THENCE, with said right-of-way line and with a curve to the left having a radius of 530.00 feet, an arc length of 308.87 feet and a chord bearing and distance of S22°27'37"W 304.52 feet to an existing 5/8" iron pin (PS 8656);

THENCE, S05°45'54"W 296.99 feet to an existing 5/8" iron pin (PS 8656);

THENCE, with a curve to the left having a radius of 403.00 feet, an arc length of 105.56 feet and a chord bearing and distance of S01°44'21"E 105.26 feet to an existing 5/8" iron pin (PS 8656);

THENCE, S09°13'26"E 108.60 feet to an existing cut notch at the common corner of Local Oakley LLC and USS Realty, LLC (Official Record 12973, page 543);

THENCE, with the common line of Local Oakley LLC, USS Realty, LLC and BSS Oakley, LLC (Official Record 13995, page 1198) and with a curve to the left having a radius of 45.00 feet, an arc length of 39.36 feet and a chord bearing and distance of S30°33'06"W 38.12 feet to an existing 5/8" iron pin (PS 8656);

THENCE, with the common line of USS Realty, LLC and BSS Oakley, LLC and with a curve to the right having a radius of 85.00 feet, an arc length of 28.23 feet and a chord bearing and distance of S20°02'05"W 28.10 feet to an existing 5/8" iron pin (PS 8656);





**VIOX & VIOX**  
Civil Engineers, Surveyors, and Landscape Architects

THENCE, with a curve to the left having a radius of 330.43 feet, an arc length of 30.53 feet and a chord bearing and distance of S28°47'59"E 30.52 feet to an existing 5/8" iron pin;

THENCE, S21°41'53"W 52.79 feet to an existing 5/8" iron pin;

THENCE, S68°17'48"E 90.06 feet to an existing 5/8" iron pin (PS 5804);

THENCE, S05°15'53"W 113.64 feet to an existing 3/4" iron bar in the northerly right-of-way line of the Baltimore & Ohio Railroad;

THENCE, with said right-of-way line N68°18'07"W 1580.68 feet to a point, an existing concrete monument bears S30°34'35"E 0.89 feet;

THENCE, N21°41'53"E 36.00 feet to an existing 5/8" iron pin (PS 6452 & PS 4911);

THENCE, N68°18'07"W 62.35 feet to an existing chiseled notch in the easterly right-of-way line of Interstate 71;

THENCE, with said right-of-way line of Interstate 71 and the westerly line of Local Oakley, LLC and American Towers, LLC (Official Record Book 14109, page 522) N27°24'13"E 524.21 feet to an existing chiseled notch at the common corner of American Towers, LLC and Milacron, LLC;

THENCE, with the common line of American Towers, LLC, Milacron, LLC and Local Oakley, LLC S84°08'04"E 422.87 feet to an existing 5/8" iron pin (PS 8656);

THENCE, N06°22'53"E 207.07 feet to an existing 5/8" iron pin (PS 8656);

THENCE, N57°50'53"E 62.64 feet to an existing disturbed 5/8" iron pin;

THENCE, S83°37'07"E, passing an existing 5/8" iron pin stamped REFERENCE PS-8656 at 56.15 feet, a total distance of 61.15 feet to a point;

THENCE, S05°38'31"W 22.27 feet to an iron pin (set);

THENCE, S87°05'09"E 67.60 feet to an existing 5/8" iron pin (PS 8656)

THENCE, S84°19'07"E 302.37 feet to an existing chainlink fence post;

THENCE, S05°40'53"W 36.00 feet to an existing 5/8" iron pin (PS 8656);

THENCE, S84°19'07"E 288.92 feet to a point, an existing iron pin bears N37°18'32"W 0.58 feet;

THENCE, S55°11'32"E 183.31 feet to the POINT OF BEGINNING CONTAINING 28.1986 ACRES and being subject to all right-of-ways and easements of record.

This description was prepared from new surveys made by Ryan M. Hartig, PS 8765, for Viox & Viox, Inc., May 16, 2019 and July 16, 2019.

**ATTACHMENT B**  
to Ordinance

The public infrastructure improvements that directly benefit the Property include public street improvements and parking facilities, and may also include but are not limited to water and sewer lines; environmental remediation; land acquisition, including acquisition in aid of industry, commerce, distribution, or research; demolition, including demolition on private property when determined to be necessary for economic development purposes; stormwater and flood remediation projects, including such projects on private property when determined to be necessary for public health, safety, and welfare; and the provision of and/or relocation of gas, electric, and communications service facilities.

**EXHIBIT OF 28.1986 ACRES  
SECTION 28, TOWN 4, FR 2, COLUMBIA  
TOWNSHIP, MIAMI PURCHASE,  
CINCINNATI, HAMILTON COUNTY, OHIO**

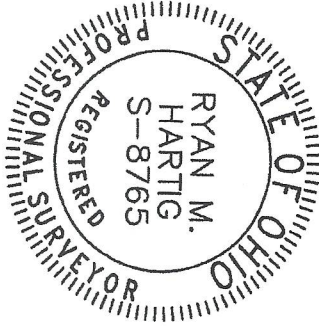


**VIOX & VIOX**

Civil Engineers, Surveyors, and Landscape Architects  
466 Erlanger Road • Erlanger, Kentucky 41018  
215B Main Street • Milford, Ohio 45150  
Ph Erlanger (609) 272-3293 • Ph Milford (610) 576-1000 • www.vioxinc.com

WEST SIDE OF DISNEY STREET  
WESTERLY TERMINUS OF VANDERCAR WAY

APRIL 30, 2020 SCALE: 1"=200'



Milacron, LLC  
ORB 11233, PG. 1847  
PID: 052-0002-0017

S05'38'31"W 22.27'  
S05'40'53"W 36.00'  
S05'13'21"E 183.32'  
S05'45'54"W 296.99'  
S05'15'53"W 113.64'  
S05'17'48"E 90.06'  
S05'15'53"W 113.64'

Local Oakley, LLC  
ORB 14032, PG. 2815

American Towers, LLC  
ORB 14109, PG. 522

Local Oakley, LLC  
ORB 13820, PG. 1995

**28.1986 ACRES**

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	530.00'	308.87'	304.52'	S22°27'37"W	33°23'26"
C2	403.00'	105.56'	105.26'	S01°44'21"E	15°00'30"
C3	45.00'	39.36'	38.12'	S30°33'06"W	50°06'50"
C4	85.00'	28.23'	28.10'	S20°02'05"W	19°01'44"
C5	330.43'	30.53'	30.52'	S28°47'59"E	51°17'38"
C6	45.00'	1.67'	1.67'	S54°32'39"W	2°07'44"

*Ryan M. Hartig*  
Ryan M. Hartig P.S. 8765 Date 4/30/2020

This exhibit was prepared from deed and plat records and is not a Boundary Survey pursuant to Chapter 4733-37 of the Ohio Administrative Code.



Interstate 71  
N27°24'13"E 524.21'

N68°18'07"W 62.35'

N68°18'07"W 1580.68'

Baltimore & Ohio Railroad  
PID: 049-0002-0013

Existing Right-of-Way  
S21°41'53"W 52.79'  
S05°17'48"E 90.06'  
S05°15'53"W 113.64'

BSS Oakley, LLC  
ORB 13995, PG. 1198

USS Realty, LLC  
ORB 12973, PG. 543  
PID: 051-0001-0071

Existing C1 Right-of-Way  
Existing Right-of-Way  
DISNEY STREET  
VANDERCAR WAY  
Ohio SPCS-South Zone  
NAD83 (2011)





**VIOX & VIOX**  
Civil Engineers, Surveyors, and Landscape Architects

466 Erlanger Road  
Erlanger, Kentucky 41018  
Toll: 859.727.3293  
Tel: 513.576.1000  
Fax: 859.727.8452  
www.vioxinc.com

## DESCRIPTION OF 28.1986 ACRES

Situated in Section 28, Town 4, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio and being the property conveyed to Local Oakley LLC by deed recorded in Official Record Book 14032, page 2815 and Parcel I, Parcel II Tract I and Parcel II Tract II conveyed to Local Oakley LLC by deed recorded in Official Record Book 13820, page 1995 and the property conveyed to BSS Oakley, LLC by deed recorded in Official Record Book 13995, page 1198 in the office of the Hamilton County Recorder's Office in Cincinnati, Ohio and is more particularly described as follows:

Unless otherwise stated, any monument referred to herein as a set iron pin is a 5/8 inch diameter rebar, thirty inches in length with a plastic cap stamped "HARTIG PS 8765". All bearings referred to herein are based upon the Ohio State Plane Coordinate System, South Zone, NAD83 (2011).

BEGINNING, at an existing 5/8" iron pin (PS 8656) at the most easterly common corner of Local Oakley LLC (Official Record 13820, page 1995) and Milacron, LLC (Official Record 11233, page 1847), being in the westerly right-of-way line of Disney Street, 28.50 feet as measured perpendicular to the centerline;

THENCE, with said right-of-way line and with a curve to the left having a radius of 530.00 feet, an arc length of 308.87 feet and a chord bearing and distance of S22°27'37"W 304.52 feet to an existing 5/8" iron pin (PS 8656);

THENCE, S05°45'54"W 296.99 feet to an existing 5/8" iron pin (PS 8656);

THENCE, with a curve to the left having a radius of 403.00 feet, an arc length of 105.56 feet and a chord bearing and distance of S01°44'21"E 105.26 feet to an existing 5/8" iron pin (PS 8656);

THENCE, S09°13'26"E 108.60 feet to an existing cut notch at the common corner of Local Oakley LLC and USS Realty, LLC (Official Record 12973, page 543);

THENCE, with the common line of Local Oakley LLC, USS Realty, LLC and BSS Oakley, LLC (Official Record 13995, page 1198) and with a curve to the left having a radius of 45.00 feet, an arc length of 39.36 feet and a chord bearing and distance of S30°33'06"W 38.12 feet to an existing 5/8" iron pin (PS 8656);

THENCE, with the common line of USS Realty, LLC and BSS Oakley, LLC and with a curve to the right having a radius of 85.00 feet, an arc length of 28.23 feet and a chord bearing and distance of S20°02'05"W 28.10 feet to an existing 5/8" iron pin (PS 8656);



THENCE, with a curve to the left having a radius of 330.43 feet, an arc length of 30.53 feet and a chord bearing and distance of S28°47'59"E 30.52 feet to an existing 5/8" iron pin;

THENCE, S21°41'53"W 52.79 feet to an existing 5/8" iron pin;

THENCE, S68°17'48"E 90.06 feet to an existing 5/8" iron pin (PS 5804);

THENCE, S05°15'53"W 113.64 feet to an existing 3/4" iron bar in the northerly right-of-way line of the Baltimore & Ohio Railroad;

THENCE, with said right-of-way line N68°18'07"W 1580.68 feet to a point, an existing concrete monument bears S30°34'35"E 0.89 feet;

THENCE, N21°41'53"E 36.00 feet to an existing 5/8" iron pin (PS 6452 & PS 4911);

THENCE, N68°18'07"W 62.35 feet to an existing chiseled notch in the easterly right-of-way line of Interstate 71;

THENCE, with said right-of-way line of Interstate 71 and the westerly line of Local Oakley, LLC and American Towers, LLC (Official Record Book 14109, page 522) N27°24'13"E 524.21 feet to an existing chiseled notch at the common corner of American Towers, LLC and Milacron, LLC;

THENCE, with the common line of American Towers, LLC, Milacron, LLC and Local Oakley, LLC S84°08'04"E 422.87 feet to an existing 5/8" iron pin (PS 8656);

THENCE, N06°22'53"E 207.07 feet to an existing 5/8" iron pin (PS 8656);

THENCE, N57°50'53"E 62.64 feet to an existing disturbed 5/8" iron pin;

THENCE, S83°37'07"E, passing an existing 5/8" iron pin stamped REFERENCE PS-8656 at 56.15 feet, a total distance of 61.15 feet to a point;

THENCE, S05°38'31"W 22.27 feet to an iron pin (set);

THENCE, S87°05'09"E 67.60 feet to an existing 5/8" iron pin (PS 8656)

THENCE, S84°19'07"E 302.37 feet to an existing chainlink fence post;

THENCE, S05°40'53"W 36.00 feet to an existing 5/8" iron pin (PS 8656);

THENCE, S84°19'07"E 288.92 feet to a point, an existing iron pin bears N37°18'32"W 0.58 feet;

THENCE, S55°11'32"E 183.31 feet to the POINT OF BEGINNING CONTAINING 28.1986 ACRES and being subject to all right-of-ways and easements of record.

This description was prepared from new surveys made by Ryan M. Hartig, PS 8765, for Viox & Viox, Inc., May 16, 2019 and July 16, 2019.

**ATTACHMENT B**  
to Ordinance

The public infrastructure improvements that directly benefit the Property include public street improvements and parking facilities, and may also include but are not limited to water and sewer lines; environmental remediation; land acquisition, including acquisition in aid of industry, commerce, distribution, or research; demolition, including demolition on private property when determined to be necessary for economic development purposes; stormwater and flood remediation projects, including such projects on private property when determined to be necessary for public health, safety, and welfare; and the provision of and/or relocation of gas, electric, and communications service facilities.

October 21, 2020

To: Mayor and Members of City Council

202001999

From: Paula Boggs Muething, City Manager

Subject: **COMMUNITY REINVESTMENT AREA TAX EXEMPTION  
AGREEMENT FOR GRAPHITE OAKLEY, LLC**

---

Attached is an Emergency Ordinance captioned as follows:

APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with Graphite Oakley, LLC, thereby authorizing a 12-year tax exemption for 100% of the value of improvements made to real property located at 2980 Disney Street in the Oakley neighborhood of Cincinnati, in connection with the construction of five new building into enclosed parking on the first floor, consisting of approximately 564 parking spaces, and approximately 360,828 square feet of residential rental space on the upper floors, consisting of approximately 316 apartments, which construction shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total construction cost of approximately \$35.569.369.

### **BACKGROUND/CURRENT CONDITIONS**

Graphite Oakley, LLC has a purchase option for the property located at 2980 Disney Street in the Oakley neighborhood. The developer will be purchasing the property from Local Oakley, LLC, the master developer of the former industrial Cast Fab Technologies site. Graphite Oakley, LLC submitted a Financial Assistance application for this project, which was received and reviewed by DCED.

### **DEVELOPER INFORMATION**

Graphite Oakley, LLC is a subsidiary of Hills Developers, Inc. Hills is a family owned and operated company that is headquartered in Blue Ash. They have been successfully developing and managing multi-family residential communities since 1958. Their philosophy is to build a quality product that they would own for the long-term.

## **PROJECT DESCRIPTION**

The Graphite Oakley project consists of five new apartment buildings located at the former Cast-Fab site in Oakley. Upon completion, there will be 316 residential units and 564 parking spaces.

The estimated construction cost is \$35,569,369, with 4 permanent jobs created at a total annual payroll of \$200,000 and 40 temporary construction jobs at an annual payroll of \$2,500,000. This project is aligned with the Compete and Live initiatives of Plan Cincinnati.

## **PROPOSED INCENTIVE**

DCED is recommending a 12-year, 100% (net 52%) CRA tax exemption. The emergency clause is needed so construction can commence within the month of November.

Pursuant to the Commercial CRA policy established by City Council, this project scored 11 points as indicated below which would merit a 12-year net 52% CRA Tax Abatement:

"But For" Analysis (0-3 points) *	1
LEED (0-6 points)	2
Neighborhood VTICA (1 point for contributions over 1% but less than 15% and 8 points for contributions of 15% or more)	8
<b>TOTAL</b>	<b>11</b>

\* *"But For" Analysis Explanation:* 1 point was awarded because the project is being built on a former brownfield that requires substantial environmental clean-up.



<b>SUMMARY</b>	
<b>Forgone Public Benefit if Project Does not Proceed</b>	
CPS PILOT ( <i>Forgone New Revenue</i> )	(\$2,208,904)
VTICA ( <i>Forgone New Revenue</i> )	(\$1,004,047)
Income Tax ( <i>Forgone New Revenue</i> )	(\$181,650)
<b>Total Public Benefit Lost</b>	<b>(\$3,394,601)</b>
<b>Incentive Value</b>	
Annual Net Incentive to Developer	\$290,058
<b>Total Term Incentive to Developer</b>	<b>\$3,480,697</b>
<b>City's Portion of Property Taxes Forgone</b>	<b>\$863,890</b>
<b>Public Benefit</b>	
CPS PILOT	
Annual CPS Pilot	\$184,075
Total Term CPS PILOT	<b>\$2,208,904</b>
VTICA	
Annual VTICA	\$83,671
Total Term VTICA	<b>\$1,004,047</b>
Income Tax (Max)	<b>\$181,650</b>
<b>Total Public Benefit (CPS PILOT/VTICA /Income Tax)</b>	<b>\$3,394,601</b>
Total Public Benefit ROI*	\$0.98
City's ROI*	\$3.93
*If the project were going to happen regardless of incentive, this is the return of real dollars for public benefits as potential future dollars are forgone	

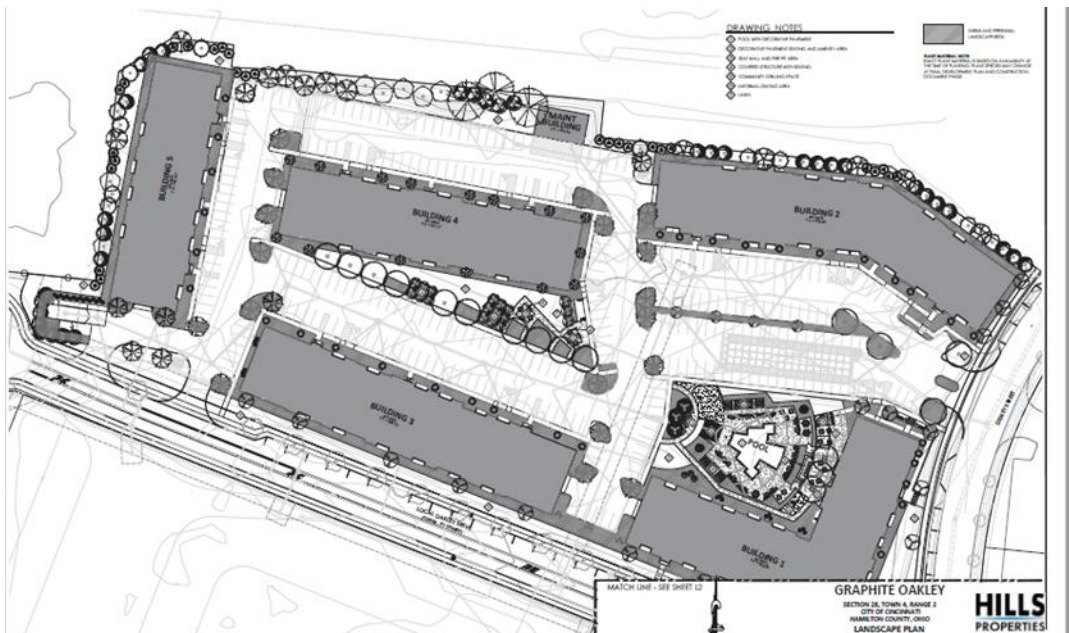
## **RECOMMENDATION**

The Administration recommends approval of this Emergency Ordinance.

Attachment: A. Property location and photographs

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

## Attachment A: Location and Photographs





EMERGENCY

City of Cincinnati

TJL

BWL

An Ordinance No. \_\_\_\_\_ - 2020

**APPROVING AND AUTHORIZING** the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with Graphite Oakley, LLC, thereby authorizing a 12-year tax exemption for 100% of the value of improvements made to real property located at 2980 Disney Street in the Oakley neighborhood of Cincinnati, in connection with the construction of five new buildings into enclosed parking on the first floor, consisting of approximately 564 parking spaces, and approximately 360,828 square feet of residential rental space on the upper floors, consisting of approximately 316 apartments, which construction shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total construction cost of approximately \$35,569,369.

WHEREAS, to encourage the development of real property and the acquisition of personal property, the Council of the City of Cincinnati by Ordinance No. 274-2017 passed on September 27, 2017, designated the area within the corporate boundaries of the City of Cincinnati as a "Community Reinvestment Area" pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute"); and

WHEREAS, Ordinance No. 275-2017 passed by this Council on September 27, 2017, as amended by Ordinance No. 339-2018, passed by this Council on October 31, 2018 (as amended, the "Commercial Policy Ordinance"), sets forth certain additional policies, conditions, and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area; and

WHEREAS, to encourage the development of real property in a more environmentally-friendly manner, the Commercial Policy Ordinance incentivizes: (i) construction and remodeling to Leadership in Energy and Environmental Design ("LEED") standards (as defined by the U.S. Green Building Council); and (ii) construction and remodeling that obtains (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the "Energy Petal" of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (collectively, "LBC" standards), all pursuant to the Statute; and

WHEREAS, effective October 23, 2017, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute; and

WHEREAS, Graphite Oakley, LLC (the “Company”) desires to construct five new buildings into enclosed parking on the first floor, consisting of approximately 564 parking spaces, and approximately 360,828 square feet of residential rental space on the upper floors, consisting of approximately 316 apartments on real property at 2980 Disney Street located within the corporate boundaries of the City of Cincinnati, to LEED or LBC standards (the “Improvements”), provided that the appropriate development incentives are available to support the economic viability of the Improvements; and

WHEREAS, to provide an appropriate development incentive for the Improvements, the City Manager has recommended a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)*, in substantially the form of Attachment A to this ordinance, to authorize a real property tax exemption for the Improvements in accordance with the Statute; and

WHEREAS, the property is located within the Cincinnati City School District of the City of Cincinnati; and

WHEREAS, the Board of Education of the Cincinnati City School District (the “Board of Education”), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020 (as may be amended, the “Board of Education Agreement”), has approved exemptions of up to 100% of Community Reinvestment Area projects, waived advance notice and the right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects; and

WHEREAS, pursuant to the Board of Education Agreement, the Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to 33% of the exempt real property taxes; and

WHEREAS, the 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 facilitate permanent improvements and neighborhood services furthering redevelopment in the neighborhood of the Improvements and to support affordable housing on a City-wide basis; and

WHEREAS, the Improvements do not involve relocation of part or all of the Company’s operations from another county or municipal corporation in Ohio or, if there is relocation, notice has been given per Ohio Revised Code Section 3735.673; now, therefore,

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

Section 1. That Council approves a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with Graphite Oakley, LLC (the “Agreement”), thereby authorizing a 12-year tax exemption for 100% of the assessed value of improvements to be made to real property located at 2980 Disney Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the construction of five new buildings into enclosed parking on the first floor, consisting of approximately 564 parking spaces, and approximately 360,828 square feet of residential rental space on the upper floors, consisting of approximately 316 apartments, to be constructed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council) or Living Building Challenge standards (as described in the Agreement and as determined by the International Living Future Institute and the Cascadia Green Building Council, as applicable) at a total construction cost of approximately \$35,569,369.

Section 2. That Council authorizes the City Manager:

- (i) to execute the Agreement on behalf of the City in substantially the form of Attachment A to this ordinance; and
- (ii) to forward on behalf of Council a copy of the Agreement, within fifteen (15) days after execution, to the Director of the Ohio Development Services Agency in accordance with Ohio Revised Code Section 3735.671(F); and
- (iii) to submit on behalf of Council annual reports on the Agreement to the Director of the Ohio Development Services Agency and to the Board of Education of the Cincinnati City School District of the City of Cincinnati, in accordance with Ohio Revised Code Section 3735.672; and
- (iv) to take all necessary and proper actions to fulfill the City’s obligations under the Agreement.

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

the immediate need to allow the construction described in this ordinance and the corresponding revitalization of the City of Cincinnati and the benefits to the City's economic welfare to begin at the earliest possible time.

Passed: \_\_\_\_\_, 2020

\_\_\_\_\_  
John Cranley, Mayor

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

**Attachment A to Ordinance**

**Community Reinvestment Area Tax Exemption Agreement**  
**(LEED or Living Building Challenge)**

**SEE ATTACHED**

Community Reinvestment Area Tax Exemption Agreement  
(LEED or Living Building Challenge)

This Community Reinvestment Area Tax Exemption Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), and GRAPHITE OAKLEY, LLC, an Ohio limited liability company (the "Company"), an affiliate of Hills Developers, Inc.

Recitals:

- A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").
- B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.
- C. The Council of the City of Cincinnati has also passed Ordinance No. 275-2017 as of September 27, 2017, as amended by Ordinance No. 339-2018 passed on October 31, 2018 (the "Commercial Policy Ordinance"), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.
- D. Pursuant to the Commercial Policy Ordinance, a project that is constructed or remodeled to (1) Leadership in Energy and Environmental Design ("LEED") Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council), or (2) receives a (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the "Energy Petal" of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (such qualifying remodeling or construction is referred to, collectively, as "LBC" remodeling or construction), may qualify for a longer term and/or greater abatement.
- E. The Company is the sole owner of certain real property within the City, located at 2980 Disney Street, Cincinnati, Ohio 45209 (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.
- F. The Company has proposed the construction of five new buildings located on the Property to LEED Silver standards, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"); provided that the appropriate development incentives are available to support the economic viability of the Project.
- G. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax exemption



the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.

- H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.
- I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars (\$750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.
- J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- L. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- N. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- O. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- P. The Company acknowledges that the Oakley neighborhood is a rising neighborhood in need of resources for development, neighborhood improvements, amenities, and organizations oriented towards neighborhood services. The Company anticipates that future development, improvements, amenities and organizations will contribute to the quality and vitality of the neighborhood, therefore increasing the value of the Property and directly and indirectly contributing to the Project's success. The Project's success, in turn, will benefit the neighborhood. Although this feedback effect will promote the revitalization and redevelopment of the City, it could also impact the affordability of property in the area. Therefore, in support of the Oakley neighborhood and with the intention of preserving and improving the availability of quality, reliable affordable housing on a City-wide basis, as a material inducement to the City to enter into this Agreement, the Company hereby represents to the City that it will enter into a voluntary tax incentive contribution agreement ("VTICA") with a City-designated third-party non-profit administrative organization (the "Third-Party Administrator")

to contribute to the Third-Party Administrator an amount equal to fifteen percent (15%) of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"). Half of such VTICA Contribution is to be committed by the Third-Party Administrator to facilitate permanent improvements and neighborhood services furthering urban redevelopment in the Oakley neighborhood and the other half of such VTICA Contribution is to be committed by the Third-Party Administrator in supporting quality affordable housing on a City-wide basis. The Company hereby represents and warrants that it will pay the VTICA Contribution for the full term of the abatement.

- Q. This Agreement has been authorized by Ordinance No. \_\_\_\_\_-2020, passed by Cincinnati City Council on \_\_\_\_\_, 2020.
- R. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

NOW, THEREFORE, pursuant to Ohio Revised Code Section 3735.67(A) and in conformity with the format required under Ohio Revised Code Section 3735.671, in consideration of the mutual covenants contained herein and the benefit to be derived by the parties from the execution hereof, the parties agree as follows:

**Section 1. Project.** Upon issuance of the necessary zoning and building approvals, the Company agrees to construct five new buildings on the Property into enclosed parking on the first floor, consisting of approximately 564 parking spaces, and approximately 360,828 square feet of residential rental space on the upper floors, consisting of approximately 316 apartments (the "Improvements") at an estimated aggregate cost of \$35,569,369 to commence after the execution of this Agreement and to be completed no later than June 30, 2024; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The construction shall be in compliance with applicable building code requirements and zoning regulations, as well as complying with LEED Silver standards. The Company hereby represents that it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver standards. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

**Section 2. Real Property Tax Exemption.** Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 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 construction, (B) the cost of construction, (C) the facts asserted in the application for exemption, (D) compliance with LBC and/or LEED standards identified in Section 1, and (E) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the construction has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2024 nor extend beyond the earlier of (i) tax year 2035 or (ii) the end of the twelfth (12<sup>th</sup>) year of exemption.

Section 3. Use; Maintenance; Inspections. 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. Compliance with Board of Education Agreement. 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. Duty of Company to Pay Taxes. 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. Company Certifications Regarding Non-Delinquency of Tax Obligations. 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. City Cooperation. 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. Continuation of Exemptions. 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. City Not Liable. 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. Compliance with Small Business Enterprise Program. 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-S5), services (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.

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<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.

(vi) The Company shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by submitting such information as may be requested from time to time by the City.

B. Remedies for Noncompliance with Small Business Enterprise Program. Failure of the Company or its contractors and subcontractors to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach SBE participation as set out in CMC Chapter 323 may be construed by the City as failure of the Company to use its best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this Section. The provisions of CMC Section 323-99 are hereby incorporated by reference into this Agreement.

Section 12. Jobs. 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. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 4 full-time equivalent permanent jobs and (ii) 40 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with construction, and in the case of the other jobs described herein, the job creation period shall begin upon completion of construction and shall end three (3) years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) \$200,000 of additional annual payroll with respect to the full-time equivalent permanent jobs and (ii) \$2,500,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

C. Community Reinvestment Area Employment. 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. Posting Available Employment Opportunities. 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. Equal Employment Opportunity. This Agreement is subject to the City's Equal Employment Opportunity Program contained in CMC Chapter 325. The Equal Employment Opportunity Clause in CMC Section 325-9 is incorporated by reference in this Agreement. The term "Company" is substituted for "Contractor" throughout CMC Section 325-9 in the context of this Agreement.

Section 15. Compliance with Immigration and Nationality Act. In the performance of its obligations under this Agreement, the Company agrees to comply with the provisions of the Immigration and Nationality Act codified at 8 U.S.C. §§ 1324a(a)(1)(A) and (a)(2). Any noncompliance with such provisions shall be solely determined by either the federal agencies authorized to enforce the Immigration and Nationality Act or the U.S. Attorney General, in accordance with Executive Order 12989 of the U.S. President dated February 13, 1996, and as amended by Executive Order 13465 of the U.S. President dated June 6, 2008.

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the

certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

Section 17. Annual Review and Report. 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 "Annual Review and Report"). 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.

A. 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. Prior Statutory Violations. The Company represents and warrants to the City that it is not prohibited by Ohio Revised Code Section 3735.671(E) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(C)(9), exemptions from taxation granted or authorized under this Agreement shall be revoked if it is determined that the Company, any successor to the Company or any related member (as those terms are defined in division (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within thirty (30) days of written demand) and the Company shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Ohio Revised Code Section 9.66(C)(1). Amounts due and not paid under this Section 19 shall bear interest at the rate of twelve percent (12%) per year. Any person who provides a false statement to secure economic development assistance (as defined in Ohio Revised Code Section 9.66) may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six (6) months.

B. Material Representations – Board of Education Agreement and VTICA. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement or VTICA Contribution shall constitute an event of default for purposes of Section 16 (Default) and the basis for revocation under Section 18 (Revocation). Subject to the terms of the VTICA, if the VTICA is unenforceable for reasons of infeasibility or otherwise, the Company shall enter into alternative arrangements providing for the economic equivalent of the VTICA Contribution. Such arrangements may include, but are not limited to, providing for the economic equivalent of the VTICA Contribution through formation of a special improvement district. For purposes of this Section 19.B, alternative arrangements must result in services substantially similar to those that would have been supported through the VTICA and at a value that is the economic equivalent of the VTICA Contribution, which value shall not be required to exceed the VTICA Contribution amount that would have been payable by the Company. Any determination of infeasibility or mechanism for providing alternative arrangements is subject to approval by the City at its sole discretion. Nothing in this Section 19.B shall operate to limit the City's enforcement authority under this Agreement including, without limitation, Section 16, Section 18, and Section 19.A.

Section 20. Conflict of Interest. 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. Annual Fee. 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. Discontinued Operations. 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:

Graphite Oakley, LLC  
Attention: Louis Guttman  
4901 Hunt Road, Suite 300  
Cincinnati, Ohio 45242

With a copy to:

Graphite Oakley, LLC  
Attention: Harry Schneider, Esq.  
4901 Hunt Road, Suite 300  
Cincinnati, OH 45242

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. Acknowledgment of City Participation. 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. Entire Agreement. 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. Governing Law. 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. Waiver. 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. Severability. 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. Amendment. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.



Section 30. Non-Assignment. 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. Legislative Action Required. 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. Certification as to Non-Debarment. 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. Appeals. 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) Applicability. Council passed Ordinance No. 22-2016 on February 3, 2016, which ordained Chapter 326 (Wage Enforcement) of the Cincinnati Municipal Code (the "Wage Enforcement Chapter"). The Wage Enforcement Chapter was then amended by Ordinance No. 96-2017, passed May 17, 2017. As amended, the Wage Enforcement Chapter imposes certain requirements upon persons entering into agreements with the City whereby the City provides an incentive or benefit that is projected to exceed \$25,000, as described more particularly in the Wage Enforcement Chapter. Cincinnati Municipal Code Section 326-5 requires that the language below be included in contracts subject to the Wage Enforcement Chapter.

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

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the

city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

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

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

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

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

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

**Section 37. Legal Requirements.** In completing and operating the Project, the Company shall comply with all applicable statutes, ordinances, regulations, and rules of the government of the United States, State of Ohio, County of Hamilton, and City of Cincinnati.

**Section 38. Counterparts and Electronic Signatures.** This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic signature; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.

Remainder of this page intentionally left blank. Signature page follows.

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

CITY OF CINCINNATI,  
an Ohio municipal corporation

GRAPHITE OAKLEY, LLC,  
an Ohio limited liability company

By: \_\_\_\_\_  
Paula Boggs Muething, Interim City Manager

By \_\_\_\_\_  
Louis Guttman, President

Date: \_\_\_\_\_, 2020

Date: \_\_\_\_\_, 2020

Authorized by resolution dated \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

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

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

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

By: \_\_\_\_\_  
Karen Alder, City Finance Director

## Exhibit A to CRA Agreement

### LEGAL DESCRIPTION OF PROPERTY

**Street Address: 2980 Disney Street, Cincinnati, OH 45209**

Situate in Section 28, Town 4, Range 2, City of Cincinnati, Hamilton County, Ohio, being all of Lot 1 (Parcel No. 052-0001-0022), Lot 2 (Parcel No. 052-0001-0023), and Lot 6 (Parcel No. 052-0001-0027), of the Cast Fab Subdivision as recorded in Plat Book 473, Pages 49-50 of the Plat of Records of Hamilton County as conveyed to Local Oakley, LLC in O.R. 13820, Page 1995 in the Hamilton County recorder's office, and being a 0.1986 Acre Tract (Parcel No. 052-0002-0025) conveyed to Local Oakley, LLC in Hamilton County, Ohio recorded in O.R. 14032, Page 2815 in said Hamilton County Ohio, recorder's office, being further described as follows;

Beginning at a point in the centerline intersection of Disney Street (R.O.W. varies) and Local Oakley Drive (R.O.W. varies);

Thence, with a proposed zoning line and the centerline of said of Local Oakley Drive, along the following four (4) courses:

- 1) North 84°04'23" West, 99.10 feet to a point;
- 2) On curve to the right having a radius of 300.00 feet, an arc distance of 82.58 feet, a delta angle of 15°11'16", the Chord bears, North 76°11'16" West, 82.32 feet to a point;
- 3) North 68°18'08" West, 842.71 feet to a point;
- 4) North 21°41'39" East, 73.86 feet to a point in the proposed zoning line and a line of a 5.3184 Acre Tract as conveyed to Milacron, LLC, in O.R. 11233, Page 1847 in the Hamilton County Ohio, recorder's office Ohio;

Thence, along the proposed zoning line, and with the southerly line of said 5.3184 Acre Tract, along the following ten (10)

- 1) South 84°08'04" East, 97.69 feet to a point;
- 2) North 06°22'53" East, 207.07 feet to a point;
- 3) North 57°50'53" East, 62.64 feet to a point;
- 4) South 83°37'07" East, 61.15 feet to a point;
- 5) South 05°38'31" West, 22.27 feet to a point;
- 6) South 87°05'09" East, 67.60 feet to a point;
- 7) South 84°19'07" East, 302.37 feet to a point;
- 8) South 05°40'53" West, 36.00 feet to a point;
- 9) South 84°19'07" East, 288.92 feet to a point;
- 10) South 55°11'32" East, 211.90 feet to a point in the centerline of said Disney Street;

Thence with the proposed zoning line and the centerline of said Disney Street, along the following two(2) courses and distances:

- 1) On curve to the left having a radius of 501.48 feet, an arc distance of 294.43 feet, a delta angle of 33°38'23", the chord bears, South 22°35'03" West, 290.22 feet to a point;
- 2) South 05°45'54" West, 124.16 feet to the POINT of BEGINNING.

Containing 9.1317 acres of land more or less.

The above description was prepared from a Zoning Plat by McGill Smith Punshon, Inc. dated 05/10/20. The bearings in the above description are based Plat Book 473, Pages 49-50, Hamilton County, Ohio Recorder's Office.

**Exhibit B to CRA Agreement**

**APPLICATION FOR TAX EXEMPTION**

**TO BE ATTACHED TO EXECUTION VERSION**

Community Reinvestment Area Tax Exemption Agreement  
(LEED or Living Building Challenge)

This Community Reinvestment Area Tax Exemption Agreement (this “Agreement”) is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the “City”), and GRAPHITE OAKLEY, LLC, an Ohio limited liability company (the “Company”), an affiliate of Hills Developers, Inc.

Recitals:

- A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the “Statute”).
- B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director’s determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.
- C. The Council of the City of Cincinnati has also passed Ordinance No. 275-2017 as of September 27, 2017, as amended by Ordinance No. 339-2018 passed on October 31, 2018 (the “Commercial Policy Ordinance”), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.
- D. Pursuant to the Commercial Policy Ordinance, a project that is constructed or remodeled to (1) Leadership in Energy and Environmental Design (“LEED”) Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council), or (2) receives a (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the “Energy Petal” of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (such qualifying remodeling or construction is referred to, collectively, as “LBC” remodeling or construction), may qualify for a longer term and/or greater abatement.
- E. The Company is the sole owner of certain real property within the City, located at 2980 Disney Street, Cincinnati, Ohio 45209 (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.
- F. The Company has proposed the construction of five new buildings located on the Property to LEED Silver standards, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the “Project”); provided that the appropriate development incentives are available to support the economic viability of the Project.
- G. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax exemption

the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.

- H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.
- I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars (\$750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.
- J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- L. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- N. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- O. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- P. The Company acknowledges that the Oakley neighborhood is a rising neighborhood in need of resources for development, neighborhood improvements, amenities, and organizations oriented towards neighborhood services. The Company anticipates that future development, improvements, amenities and organizations will contribute to the quality and vitality of the neighborhood, therefore increasing the value of the Property and directly and indirectly contributing to the Project's success. The Project's success, in turn, will benefit the neighborhood. Although this feedback effect will promote the revitalization and redevelopment of the City, it could also impact the affordability of property in the area. Therefore, in support of the Oakley neighborhood and with the intention of preserving and improving the availability of quality, reliable affordable housing on a City-wide basis, as a material inducement to the City to enter into this Agreement, the Company hereby represents to the City that it will enter into a voluntary tax incentive contribution agreement ("VTICA") with a City-designated third-party non-profit administrative organization (the "Third-Party Administrator")

to contribute to the Third-Party Administrator an amount equal to fifteen percent (15%) of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"). Half of such VTICA Contribution is to be committed by the Third-Party Administrator to facilitate permanent improvements and neighborhood services furthering urban redevelopment in the Oakley neighborhood and the other half of such VTICA Contribution is to be committed by the Third-Party Administrator in supporting quality affordable housing on a City-wide basis. The Company hereby represents and warrants that it will pay the VTICA Contribution for the full term of the abatement.

- Q. This Agreement has been authorized by Ordinance No. \_\_\_\_\_-2020, passed by Cincinnati City Council on \_\_\_\_\_, 2020.
- R. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

NOW, THEREFORE, pursuant to Ohio Revised Code Section 3735.67(A) and in conformity with the format required under Ohio Revised Code Section 3735.671, in consideration of the mutual covenants contained herein and the benefit to be derived by the parties from the execution hereof, the parties agree as follows:

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to construct five new buildings on the Property into enclosed parking on the first floor, consisting of approximately 564 parking spaces, and approximately 360,828 square feet of residential rental space on the upper floors, consisting of approximately 316 apartments (the "Improvements") at an estimated aggregate cost of \$35,569,369 to commence after the execution of this Agreement and to be completed no later than June 30, 2024; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The construction shall be in compliance with applicable building code requirements and zoning regulations, as well as complying with LEED Silver standards. The Company hereby represents that it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver standards. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 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 construction, (B) the cost of construction, (C) the facts asserted in the application for exemption, (D) compliance with LBC and/or LEED standards identified in Section 1, and (E) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the construction has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2024 nor extend beyond the earlier of (i) tax year 2035 or (ii) the end of the twelfth (12<sup>th</sup>) year of exemption.

Section 3. Use; Maintenance; Inspections. 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. Compliance with Board of Education Agreement. 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. Duty of Company to Pay Taxes. 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. Company Certifications Regarding Non-Delinquency of Tax Obligations. 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. City Cooperation. 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. Continuation of Exemptions. 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. City Not Liable. 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. Compliance with Small Business Enterprise Program. 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-S5), services (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.

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<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.

(vi) The Company shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by submitting such information as may be requested from time to time by the City.

B. Remedies for Noncompliance with Small Business Enterprise Program. Failure of the Company or its contractors and subcontractors to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach SBE participation as set out in CMC Chapter 323 may be construed by the City as failure of the Company to use its best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this Section. The provisions of CMC Section 323-99 are hereby incorporated by reference into this Agreement.

Section 12. Jobs. 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. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 4 full-time equivalent permanent jobs and (ii) 40 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with construction, and in the case of the other jobs described herein, the job creation period shall begin upon completion of construction and shall end three (3) years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) \$200,000 of additional annual payroll with respect to the full-time equivalent permanent jobs and (ii) \$2,500,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

C. Community Reinvestment Area Employment. 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. Posting Available Employment Opportunities. 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. Equal Employment Opportunity. This Agreement is subject to the City's Equal Employment Opportunity Program contained in CMC Chapter 325. The Equal Employment Opportunity Clause in CMC Section 325-9 is incorporated by reference in this Agreement. The term "Company" is substituted for "Contractor" throughout CMC Section 325-9 in the context of this Agreement.

Section 15. Compliance with Immigration and Nationality Act. In the performance of its obligations under this Agreement, the Company agrees to comply with the provisions of the Immigration and Nationality Act codified at 8 U.S.C. §§ 1324a(a)(1)(A) and (a)(2). Any noncompliance with such provisions shall be solely determined by either the federal agencies authorized to enforce the Immigration and Nationality Act or the U.S. Attorney General, in accordance with Executive Order 12989 of the U.S. President dated February 13, 1996, and as amended by Executive Order 13465 of the U.S. President dated June 6, 2008.

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the

certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

Section 17. Annual Review and Report. 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 "Annual Review and Report"). 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.

A. 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. Prior Statutory Violations. The Company represents and warrants to the City that it is not prohibited by Ohio Revised Code Section 3735.671(E) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(C)(9), exemptions from taxation granted or authorized under this Agreement shall be revoked if it is determined that the Company, any successor to the Company or any related member (as those terms are defined in division (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within thirty (30) days of written demand) and the Company shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Ohio Revised Code Section 9.66(C)(1). Amounts due and not paid under this Section 19 shall bear interest at the rate of twelve percent (12%) per year. Any person who provides a false statement to secure economic development assistance (as defined in Ohio Revised Code Section 9.66) may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six (6) months.

B. Material Representations – Board of Education Agreement and VTICA. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement or VTICA Contribution shall constitute an event of default for purposes of Section 16 (Default) and the basis for revocation under Section 18 (Revocation). Subject to the terms of the VTICA, if the VTICA is unenforceable for reasons of infeasibility or otherwise, the Company shall enter into alternative arrangements providing for the economic equivalent of the VTICA Contribution. Such arrangements may include, but are not limited to, providing for the economic equivalent of the VTICA Contribution through formation of a special improvement district. For purposes of this Section 19.B, alternative arrangements must result in services substantially similar to those that would have been supported through the VTICA and at a value that is the economic equivalent of the VTICA Contribution, which value shall not be required to exceed the VTICA Contribution amount that would have been payable by the Company. Any determination of infeasibility or mechanism for providing alternative arrangements is subject to approval by the City at its sole discretion. Nothing in this Section 19.B shall operate to limit the City's enforcement authority under this Agreement including, without limitation, Section 16, Section 18, and Section 19.A.

Section 20. Conflict of Interest. 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. Annual Fee. 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. Discontinued Operations. 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:

Graphite Oakley, LLC  
Attention: Louis Guttman  
4901 Hunt Road, Suite 300  
Cincinnati, Ohio 45242

With a copy to:

Graphite Oakley, LLC  
Attention: Harry Schneider, Esq.  
4901 Hunt Road, Suite 300  
Cincinnati, OH 45242

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. Acknowledgment of City Participation. 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. Entire Agreement. 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. Governing Law. 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. Waiver. 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. Severability. 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. Amendment. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

Section 30. Non-Assignment. 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. Legislative Action Required. 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. Certification as to Non-Debarment. 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. Appeals. 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) Applicability. Council passed Ordinance No. 22-2016 on February 3, 2016, which ordained Chapter 326 (Wage Enforcement) of the Cincinnati Municipal Code (the "Wage Enforcement Chapter"). The Wage Enforcement Chapter was then amended by Ordinance No. 96-2017, passed May 17, 2017. As amended, the Wage Enforcement Chapter imposes certain requirements upon persons entering into agreements with the City whereby the City provides an incentive or benefit that is projected to exceed \$25,000, as described more particularly in the Wage Enforcement Chapter. Cincinnati Municipal Code Section 326-5 requires that the language below be included in contracts subject to the Wage Enforcement Chapter.

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

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the

city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

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

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

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

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

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

Section 37. Legal Requirements. In completing and operating the Project, the Company shall comply with all applicable statutes, ordinances, regulations, and rules of the government of the United States, State of Ohio, County of Hamilton, and City of Cincinnati.

Section 38. Counterparts and Electronic Signatures. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic signature; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.

Remainder of this page intentionally left blank. Signature page follows.



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

CITY OF CINCINNATI,  
an Ohio municipal corporation

GRAPHITE OAKLEY, LLC,  
an Ohio limited liability company

By: \_\_\_\_\_  
Paula Boggs Muething, Interim City Manager

By \_\_\_\_\_  
Louis Guttman, President

Date: \_\_\_\_\_, 2020

Date: \_\_\_\_\_, 2020

Authorized by resolution dated \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

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

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

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

By: \_\_\_\_\_  
Karen Alder, City Finance Director

## Exhibit A to CRA Agreement

### LEGAL DESCRIPTION OF PROPERTY

**Street Address: 2980 Disney Street, Cincinnati, OH 45209**

Situate in Section 28, Town 4, Range 2, City of Cincinnati, Hamilton County, Ohio, being all of Lot 1 (Parcel No. 052-0001-0022), Lot 2 (Parcel No. 052-0001-0023), and Lot 6 (Parcel No. 052-0001-0027), of the Cast Fab Subdivision as recorded in Plat Book 473, Pages 49-50 of the Plat of Records of Hamilton County as conveyed to Local Oakley, LLC in O.R. 13820, Page 1995 in the Hamilton County recorder's office, and being a 0.1986 Acre Tract (Parcel No. 052-0002-0025) conveyed to Local Oakley, LLC in Hamilton County, Ohio recorded in O.R. 14032, Page 2815 in said Hamilton County Ohio, recorder's office, being further described as follows;

Beginning at a point in the centerline intersection of Disney Street (R.O.W. varies) and Local Oakley Drive (R.O.W. varies);

Thence, with a proposed zoning line and the centerline of said of Local Oakley Drive, along the following four (4) courses:

- 1) North 84°04'23" West, 99.10 feet to a point;
- 2) On curve to the right having a radius of 300.00 feet, an arc distance of 82.58 feet, a delta angle of 15°11'16", the Chord bears, North 76°11'16" West, 82.32 feet to a point;
- 3) North 68°18'08" West, 842.71 feet to a point;
- 4) North 21°41'39" East, 73.86 feet to a point in the proposed zoning line and a line of a 5.3184 Acre Tract as conveyed to Milacron, LLC, in O.R. 11233, Page 1847 in the Hamilton County Ohio, recorder's office Ohio;

Thence, along the proposed zoning line, and with the southerly line of said 5.3184 Acre Tract, along the following ten (10)

- 1) South 84°08'04" East, 97.69 feet to a point;
- 2) North 06°22'53" East, 207.07 feet to a point;
- 3) North 57°50'53" East, 62.64 feet to a point;
- 4) South 83°37'07" East, 61.15 feet to a point;
- 5) South 05°38'31" West, 22.27 feet to a point;
- 6) South 87°05'09" East, 67.60 feet to a point;
- 7) South 84°19'07" East, 302.37 feet to a point;
- 8) South 05°40'53" West, 36.00 feet to a point;
- 9) South 84°19'07" East, 288.92 feet to a point;
- 10) South 55°11'32" East, 211.90 feet to a point in the centerline of said Disney Street;

Thence with the proposed zoning line and the centerline of said Disney Street, along the following two(2) courses and distances:

- 1) On curve to the left having a radius of 501.48 feet, an arc distance of 294.43 feet, a delta angle of 33°38'23", the chord bears, South 22°35'03" West, 290.22 feet to a point;
- 2) South 05°45'54" West, 124.16 feet to the POINT of BEGINNING.

Containing 9.1317 acres of land more or less.

The above description was prepared from a Zoning Plat by McGill Smith Punshon, Inc. dated 05/10/20. The bearings in the above description are based Plat Book 473, Pages 49-50, Hamilton County, Ohio Recorder's Office.

**Exhibit B to CRA Agreement**

APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED TO EXECUTION VERSION

October 21, 2020

**To:** Mayor and Members of City Council 202002000

**From:** Paula Boggs Muething, City Manager

**Subject:** **Emergency Ordinance – Oregon Community Health Information Network (OCHIN) COVID-19 Telehealth Funding Program**

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Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in the amount of \$56,000 from the Oregon Community Health Information Network COVID-19 Telehealth Funding Program to support telehealth innovation for underserved communities.

This Emergency Ordinance would authorize the City Manager to apply for, accept and appropriate a grant in the amount of \$56,000 from the Oregon Community Health Information Network (OCHIN) COVID-19 Telehealth Funding Program. The purpose of the funding is to support telehealth innovation for underserved communities. The OCHIN subsidy program will provide telehealth equipment to patients at Cincinnati Health Department (CHD) primary health centers and allow CHD providers to deliver telehealth services to patients at their homes or mobile locations.

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 receive 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**

**ZDS**

**- 2020**

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in the amount of \$56,000 from the Oregon Community Health Information Network COVID-19 Telehealth Funding Program to support telehealth innovation for underserved communities.

WHEREAS, the Oregon Community Health Information Network (OCHIN) grant program will provide telehealth equipment to patients at Cincinnati Health Department (CHD) primary health centers and allow CHD providers to deliver telehealth services to patients at their homes or mobile locations; and

WHEREAS, the Cincinnati Health Department applied for the grant on August 11, 2020, however, the funding will not be accepted without Council approval; and

WHEREAS, there is no local match required and no new 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 the amount of \$56,000 from the Oregon Community Health Information Network COVID-19 Telehealth Funding Program to support telehealth innovation for underserved communities.

Section 2. That if the grant is awarded, the Director of Finance is hereby authorized to receive and deposit the 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 receive grant funds to cover expenses related to the prevention and control of COVID-19 cases.

Passed: \_\_\_\_\_, 2020

\_\_\_\_\_  
John Cranley, Mayor

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

# City of Cincinnati

## Council



Melissa Autry, CMC  
*Clerk of Council*

202001907

Office of the Clerk

801 Plum Street, Suite 308  
Cincinnati, Ohio 45202  
Phone (513) 352-3246  
Fax (513) 352-2578

October 6, 2020

### MOTION

**WE MOVE** that Edith Thrower, representing the Southern Christian Leadership Conference, be appointed to the Racial Equity in Policy Task Force for a term of two years.

  
\_\_\_\_\_  
Council Member P.G. Sittenfeld

  
\_\_\_\_\_  
Council Member Jan-Michele Kearney

# City of Cincinnati

## Council



Melissa Autry, CMC  
*Clerk of Council*

202001915

Office of the Clerk

801 Plum Street, Suite 308  
Cincinnati, Ohio 45202  
Phone (513) 352-3246  
Fax (513) 352-2578

October 6, 2020

### MOTION

**WE MOVE** that Denisa Porter, representing the All In Coalition, be appointed to the Racial Equity in Policy Task Force for a term of two years.

Council Member P.G. Sittenfeld

Council Member Jan-Michele Kearney



# City of Cincinnati

## Council



Melissa Autry, CMC  
Clerk of Council

202001923

Office of the Clerk

801 Plum Street, Suite 308  
Cincinnati, Ohio 45202  
Phone (513) 352-3246  
Fax (513) 352-2578

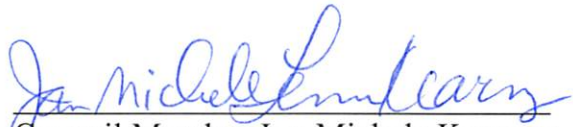
October 6, 2020

### MOTION

**WE MOVE** that Renee Mahaffey Harris, representing the Center for Closing the Health Gap, be appointed to the Racial Equity in Policy Task Force for a term of two years.

**WE FURTHER MOVE** that Renee Mahaffey Harris shall serve as Co-Chair of the Racial Equity in Policy Task Force during her term.

  
\_\_\_\_\_  
Council Member P.G. Sittenfeld

  
\_\_\_\_\_  
Council Member Jan-Michele Kearney

# MAHAFFEY HARRIS RENEE, CHES

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## PROFILE

A professional with proven success in corporate, non-profit and public sector leadership. An expert in the following: policy development, community based participatory research (CBPR) approach, development of evidence-based interventions, research to address health disparities, shaping community development, community engagement and public policy through advocacy.

- Skilled presenter, public speaker, and author of targeted health publications.
- Officer of several non-profits, local and state public health boards, including Ohio Governor Mike Dewine's COVID 19 Minority Strike Force, Health Policy Institute Equity Collaborative, Ohio Health Disparity Policy Committee, Chaired Health in All policy Development City of Cincinnati.
- Data Collection and analysis for public health projects focusing on obesity, food deserts and underserved populations. Expertise in community-based research to address health disparities among vulnerable populations.
- Able to identify and assess critical issues and develop productive solutions.

## EXPERIENCE

### **The Center for Closing the Health Gap in Greater Cincinnati (The Health Gap)**

*President & CEO*

2019 - Current

- Lead the vision and mission of The Health Gap, which is to eliminate health disparities through education, advocacy and outreach.
- Update communication strategy and expand The Health Gap's grassroots mobilization model to eliminate health disparities, resulting in a 15%+ increase of Cincinnati's Black Families committed to living healthier lifestyles.
- Build and foster relationships with agencies with similar goals, objectives and/or initiatives. Enable efforts and resources to stretch through community agency collaboration.
- Launched and growing organization's signature initiative designed to engage and empower African American women across the socioeconomic spectrum of our community to live healthier lives -- body and mind (Black Women's Health Movement).

*Chief Operating Officer*

2008 - 2018

- Manage operations and staff of community health professionals, public relations and community engagement initiatives of the Health Gap. Co-Chair of the City of Cincinnati Healthy Living Food Desert Taskforce.

### **RMH Consulting Group, Cincinnati Ohio**

2006 - Current

*President*

- Consultant practice focused on government relations, economic inclusion, community engagement, and public health.
- Client lists include: State Senator Eric Kearney, Center for Closing the Health Gap, Global Lead, Institute for Entrepreneurial Thinking and Life Center Organ Donor Network.

### **Institute for Entrepreneurial Thinking Ltd., Cincinnati, Ohio**

2004 - 2005

*Senior Director*

- Led operational executive for a leading for-profit think tank.
- Managed all national client relationships and developed additional opportunities.
- Successfully managed the development and launch of three new service offerings.
- Grew the revenue from the new initiatives to over 25% of the firm's total sales.

**Local Initiative Support Corporation (LISC), Cincinnati, Ohio**

2000 - 2004

**Director**

- Launched national organization affiliate and implemented comprehensive strategic programming in four county regions.
- Managed \$1.5 million annual operating budget, leveraging \$15 million for real estate and capacity building projects.
- Executed fund development plan of \$5.5 million in start-up capital and capacity building initiative.
- Recruited and managed professional staff and advisory committee.

**PNC Bank, Cincinnati Ohio**

1994 - 2000

**Vice President, Community Development**

- Managed a \$74 million residential portfolio and achieved two outstanding ratings from the Office of the Comptroller of the Currency.
- Lead campaign to increase homeownership in Cincinnati with Freddie MAC and Mayor of Cincinnati.
- Created new product strategies for underserved business market.

**The Provident Bank, Cincinnati, Ohio**

1992 - 1994

**Associate Director**

- Managed and coordinated Community Reinvestment Act (CRA) programming for Northern Kentucky.
- Directed oversight of CRA products and service development.

**Congressman Charles J. Luken, Cincinnati, Ohio**

1991 - 1992

**Intergovernmental/Community Affairs Special Assistant**

- Researched and developed community forums on federal policy.
- Managed public affairs events on key federal legislation.

**Mayor David S. Mann, Cincinnati, Ohio**

1990 - 1991

**Community Affairs Director**

- Developed public affairs outreach on City legislation.
- Managed constituent relations for targeted city neighborhoods.

**Ohio Secretary of State Sherrod Brown, Southwest Ohio**

1987 - 1990

**Public Information Officer**

- Coordinated Southwest Ohio office for three county regions.

**NATIONAL PRESENTATIONS DELIVERED**

- RWJF National Childhood Obesity Team
- American Cancer Society
- Cobb Institute
- National Council on Black Health
- Centers for Disease Control
- Ohio Statewide Health Disparity Collaborative
- National Medical Association
- Black Communities: A Conference For Collaboration
- American Public Health Association (APHA)

## PRESENT & PAST BOARDS/ACCOMPLISHMENTS

- Ohio Governor Mike Dewine's COVID 19 Minority Strike Force,
- Health Policy Institute Equity Collaborative
- Ohio Health Disparity Policy Committee
- Chaired Health In All policy Development City of Cincinnati
- Black Women's Health Movement
- Hamilton County Oral Health Coalition
- Governor DeWine's' Recovery Ohio Minority Health Working Group
- Health Collaborative Community Advisory Board Gen-H Steering Committee
- Baptist Ministers Conference Community Outreach Award
- Ebony Magazine 50 Leaders of the Future
- The Cincinnati Herald - Nefertiti Award Winner
- Transformation of Mission-based Health Care Community Advisory Board
- Taft Lecture Series Advisory Council
- UC College of Medicine – MPH Community Advisory Board
- OAAACHD (Ohio African-American Coalition on Health Disparities), President
- Health Equity Advisory Board for the Health Policy Institute of Ohio
- Ohio Coalition of Health Council- Leadership Team
- Ohio Health Disparities Collaborative Coalition - Policy Committee
- Giving Black Cincinnati Advisory Committee
- Cincinnati USA Regional Chamber Government Affairs Council
- Cincinnati Parks Foundation Board
- African American Leadership Development Program – Class II
- Ohio Commission on Minority Health Expert Medical Panel
- Applause Image Maker Award - Emerging Leader Award recipient
- Ohio Statewide Health Disparities Collaborative
- United Way and Community Chest Regional Leadership Team
- Chair United Way Neighborhood Vision Council
- Co-Chair United Way Government Relations Committee
- Greater Cincinnati Boys & Girls Club Board
- Greater Cincinnati Urban League Board
- YWCA Board of Directors
- UC Real Estate Advisory Committee
- Member of former Greater Cincinnati Port Authority
- SUMA Board of Directors
- DCI Small Business Committee
- 1997 Outstanding Young Woman of America

## EDUCATION

- B.S. Communications, Ohio University,
- Health Education Certification, Union Institute, Certified Health Education Specialist (CHES)
- University of Cincinnati College of Medicine, Master of Public Health (MPH) Candidate 2022

# City of Cincinnati

## Council



Melissa Autry, CMC  
Clerk of Council

202001930

Office of the Clerk

801 Plum Street, Suite 308  
Cincinnati, Ohio 45202  
Phone (513) 352-3246  
Fax (513) 352-2578

October 6, 2020

### MOTION

**WE MOVE** that Commissioner Melba Moore, representing the Cincinnati Health Department, with the consent of the Board of Health, be appointed to the Racial Equity in Policy Task Force for a term of two years.

**WE FURTHER MOVE** that Commissioner Melba Moore shall serve as Co-Chair of the Racial Equity in Policy Task Force during her term.

Council Member P.G. Sittenfeld

Council Member Jan-Michele Kearney

## MELBA R. MOORE, DBA, MS, CPHA

*Accomplished public health executive. As Health Commissioner for the City of Cincinnati, I have brought to the Department of Health purpose, urgency, and change, resulting in increased organizational strength and improving health outcomes. I am:*

- *Skilled in establishing operational excellence within culturally diverse environments, translating conceptual models into specific operational strategies, and executing optimum results.*
- *Adapt at formulating and implementing turnaround strategies for organizations which lack fiscal and operational internal control.*
- *A catalyst to improve the health of a community by building strategic relationships and engaging community partners to achieve collective which translates into a healthy and safe community.*
- *Focused and committed to building health equity to achieve equitable health outcomes for all populations.*

*I seek a leadership position in a nonprofit, governmental or public sector organization that will allow me to continue efforts to build a healthy and safe community by applying my unique combination of skills: visionary leadership partnership development, operations and process improvement, program assessment and design, legislative and policy development, organizational restructuring, media and community relations, fiscal management and strategic planning and execution.*

## PROFESSIONAL EXPERIENCE

### City of Cincinnati Health Department, Cincinnati, OH 2018-Present

*Government-based public health organization serving over 290, 000 citizens living in the City of Cincinnati.*

#### Health Commissioner

The Health Commissioner plans, directs, manages and oversees the operations of the health department. Working collaboratively with external partners to carry out the strategic vision and direction of the department to ensure the public's health.

#### Selected Accomplishments

- Opened a community health center in partnership with UC Health.
- Implemented a substance use disorder triage referral program- secured funding to support transportation for patients.
- Established an Opioid education alliance with substance use treatment providers.
- Re-established a call center to manage inbound outbound calls for patient appointments and upselling for Chronic Care Management.
- Secured funding to expand Medication Assisted Treatment, Counseling, Recovery, and Housing services. enhanced substance use treatment: MAT resource development
- Secured funding for data collection training of health system registration personnel.
- Secured funding from the March of Dimes to implement a "centering" program for pregnant women.
- Secured funding to support transportation needs for patients needing substance use disorder treatment.
- Selected to serve on Governor DeWine's Minority Health Strike Force. Chaired the data and research subcommittee
- Worked with academic partner to implement the focal area for a Mental Health Summit.
- Worked with a community-based organization of women to create the space to address Infant Mortality and challenges to access to care.

### City of St. Louis, St. Louis, MO 2015-2018

*Government-based public health organization serving over 300,000 citizens in the metropolitan St. Louis area.*

#### Director of Health

Director of Health serves on the Mayor's leadership team for the City of St. Louis responsible for making sure the City/Mayor are strategic about public health. Working collaboratively with external partners to carry out the strategic vision and direction of the department.

#### **Commissioner of Health**

**2001-2018**

Commissioner of Health runs the Department of Health as the Chief Operations Officer accountable implementing the strategic plan for the department. Responsible for managing, monitoring and analyzing department performance to identify challenges and opportunities. Work with a wide variety of internal stakeholders to leverage funding to enhance services and reduce disparities.

#### **Selected Accomplishments:**

##### **Directly provide health services to people/improve outcomes (St. Louis, MO)**

- Implemented Health Equity briefs relevant to Heroin, Opiates, Prescription Pills, Violence Prevention and Sexually Transmitted Diseases, Hepatitis B & C.
- Designed and implemented a severe weather program to save lives from extreme temperatures for the City's most vulnerable populations.
- Developed and Implemented health report cards for 28 Wards outlining Asthma, Obesity, Childhood Lead Poisoning, Sexually Transmitted Infections, Environmental Health, and Crime: Violent, Property, & Drug Crime.
- Secured \$1.5 million in public health program funding to address cardiovascular disease intervention through an integrated network of over 20 State and Local partners.
- Awarded funding to support in-risk youth violence campaign with 55 Community Based organizations.
- Awarded funding from the National Institute of Health and the Satcher Health Leadership Institute for a parent mentoring program and policy development to improve early childhood well-being.
- Served on Washington University's Institutional Review Board.

##### **Improve Health Systems**

- Leverage funding with multiple stakeholder's to plan and implement a Regional Summit.
- Partnered with the Missouri Department of Health and Senior Services to provide Public Health Laboratory services which resulted in a cost savings of \$700,000.
- Achieved \$800,000 in revenue by establishing the City of St. Louis 2010 Food Code; which is the Environmental Health Food Inspection grading guide.
- Re-engineered fiscal operations including developing performance measurements for sub-contractors.
- Developed and implemented a strategic plan to collaborate with community health centers resulting in a more efficient service delivery system with cost savings of \$2.5 million.
- Served as Incident Commander for multiple City wide emergencies.
- Worked to get the Smoke Free Air Act of 2009 implemented and enforced.

##### **Trained other areas of the City**

- Coordinated a Citywide racial equity training for 350 City employees.

##### **Strengthened the department/Management Skills**

- Recovered \$1 million in unprocessed checks from a check recovery company by auditing and instituting a wire transfer system.
- Recovered \$2 million in Medicare payments for previously unbilled medical services.
- Implemented a racial equity budgeting and policy process to assure equitable public health resource allocation.
- Conducted an efficiency study to maximize resource utilization.
- Developed a financial model to enable the department to determine all costs, including allocated overhead to perform the programs and services.
- Led department to achieve Comprehensive Accreditation through the Missouri Institute of Community Health for two consecutive three year terms.
- Risk based assessments initiated on Food Establishments to determine required frequency of inspections.
- Developed a succession plan and a reward system to ensure operational continuity.
- Instituted a Management accountability manual.



- Instituted a department wide Policy and Protocol committee.
- Received three awards for the City of St. Louis Department of Health- Let's Move Program.
- Served on the conference planning committee for the 2011 Faith Based Preparedness Conference, "Preparing Our Faith Based Communities for Disasters: What and How Part I."
- Developed and implemented a Men's Health Initiative aimed at helping men take charge of their health by addressing their unique needs and concerns through individual, community centered and civic strategies.

#### **American Lung Association of Eastern Missouri, St. Louis, MO**

**1996-2000**

*Regional health organization focused on tobacco related issues involving smoking and health.*

#### **Director Tobacco-Use Prevention**

##### **Selected Accomplishments:**

- Increased Smoking or Health Coalition membership by 88%.
- Served as a registered lobbyist for all tobacco related issues.
- Worked with Attorney General's Office to promote the Master Tobacco Settlement funding being earmarked for a statewide comprehensive tobacco prevention programs.

#### **City of Saint Louis, St. Louis, MO**

**1990-1996**

*Government-based public health organization serving over 350,000 citizens in the metropolitan St. Louis area.*

#### **Coordinator Sickie Cell Program**

##### **Selected Accomplishments:**

- Created an administrative and accounting system procedures.
- Developed and implemented marketing plans and prepared proposals for funding activities.

### **EDUCATION/TRAINING AND CREDENTIALS**

**Northcentral University, Prescott Valley, AZ. Completed Doctorate in Business Administration with a Healthcare Administration Specialization, October 2019.**

**Satcher Health Leadership Institute, Morehouse School of Medicine, Atlanta, GA. Certificate of Completion, 2011.**

**Illinois Public Health Board of Certification, Chicago, IL. Certified Public Health Administrator, 2009-2012; 2013-2015; 2016-2018.**

**Centers for Disease Control and Prevention, Racial Ethnic Health Disparities Action Institute Training Health Disparities, Atlanta, GA- 2010.**

**Federal Emergency Management Agency, National Incident Management Systems (ICS100-808), Washington, DC, 2003-2010.**

**Harvard University- John F. Kennedy School of Government, Cambridge, MA. Senior Executive Leadership Program, Certificate of Management, 2003.**

**Lindenwood University, St. Charles, MO. Masters of Science in Health Management, 1999.**

**Webster University, Webster Groves, MO. Bachelors of Arts in Psychology, 1989.**

### **COMMUNITY LEADERSHIP AND MEMBERSHIP**

#### **Board of Directors**

**University of Cincinnati- College of Nursing- Climb Community Advisory Board- 2018- Current**

**Cradle Cincinnati Advisory Council Cincinnati, OH.- 2018- Current**

**Hoxworth Blood Center Community Advisory Board, Cincinnati, OH.-2019-Current**

**Healthcare Businesswomen's Association (St. Louis Chapter), St. Louis, MO. 2015-2018**

**Area Resources for Community and Human Services (ARCHS), St. Louis, MO. 2001-2018**

**The Ethics Project, St. Louis, MO. 2015-2018**

**Regional Health Commission, St Louis, MO.2001-2018**

**University of Missouri Leadership Council, St. Louis, MO.2015-2018**



Washington University, St. Louis, MO -Brown School of Social Work - Masters of Public Health Community Advisory Committee. 2016-2018.

Gene Slay Boys and Girls Club of St. Louis, St. Louis, MO.2017-2018

## **National Representation**

### **Office on Minority Health- Region VII- Heartland Regional Health Equity Council**

Co-Chair of the Heartland Regional Health Equity Council; (Iowa, Kansas, Missouri and Nebraska), to coordinate and enhance state and local efforts to address health disparities, the social determinants of health and drive collective action at the regional level.

#### **Selected Accomplishments:**

- Expanded membership, Officers elected, finalized Charter and Standard Operating Procedures, completed the Technical Assistance assessment, hosted a Community data capacity building workshop, developed the regional action plan for eliminating health disparities, secured host to create and monitor the web page for the region.

### **Morehouse School of Medicine, Satcher Health Leadership Institute, Atlanta, GA**

Trans-disciplinary Collaborative on Early Childhood Policy, Advisory Committee, to evaluate the Smart and Secure Children Parent Leadership Program.

### **Delta Sigma Theta Sorority Incorporate, St. Louis Alumnae Chapter, St. Louis, MO**

#### **Selected Accomplishments:**

- Chairperson Physical and Mental Health Committee- St. Louis Alumnae Chapter- American Heart Association secured funding to support program; The Empowerment Network Inc. - Prostate Cancer Walk- Award for the largest number of walkers.
- Chairperson Physical and Mental Health Committee- Central Region- Supported Sickle Cell Association walk; Regional participation in a national weight lost challenge.

## **SPEAKING ENGAGEMENTS**

- Clemson University's 716<sup>th</sup> Conference on Professional Development for Women; "Creating Win- Win Outcomes," St. Louis, MO. 2006.
- 2<sup>nd</sup> Annual Health Disparities Conference, Improving Medical Effectiveness and Health Outcomes to Eliminate Health Disparities through Multidisciplinary Collaborations; "City of St. Louis: A Municipal Approach to Eliminate Health Disparities Improving Infant Mortality through Community Involvement," New Orleans, LA 2008.
- Fourth Great Year! A National Conference that Combines The Indoor Environmental Health & Technologies Conference & the Lead and Healthy Homes Grantees Conference, "Reaching Program Objectives through Public/Private/Nonprofit Collaboration, Charleston, SC. 2008.
- White House Business Council and the St. Louis Area Business Health Coalition U.S. Department of Health and Human Services Assistant Secretary for Administration, Ned Holland Jr.- "Winning the Future Roundtable with American Business," represented the Mayor Francis G. Slay, St. Louis, MO. 2011.
- Black Women Breast Cancer Survivor's Project, Black Women and Breast Cancer; The Knowledge is Power Conference, "A Diva's Journey to Hope and Healing," St. Louis, MO. 2012.
- 6<sup>th</sup> Annual African-American Nursing History Conference, Health Disparities-Call to Action, "Miles To Go Much to Do," St. Louis, MO. 2013.
- 6<sup>th</sup> Annual Health Disparities Conference, Improving Medical Effectiveness and Health Outcomes to Achieve Health Equity Through Inter Professional Collaborations: "A Moderated Panel Discussion on Public Health and Health Policy: "Where Are We Now? - "Public Health the Path to Better Health, New Orleans, LA 2013

- Health Disparities: “St. Louis Health Equity,” St. Louis, MO. 2013.
- Affordable Care Act: “ACA Outreach in the Heartland: Educating and Empowering the Service Industry,” New Orleans, LA. 2014.
- Healthcare Businesswomen Association Presents: “Lessons from Leaders: Sharing lessons for success within the Healthcare Industry, Bridgeton, MO. 2015.
- Association of Healthcare Journalist: “Health Journalism 2016 Cleveland” Roundtable: Covering the health angles of cities facing crises. Cleveland, OH. 2016.
- Infant Mortality Conference: “Eliminating Disparities in Breastfeeding and Infant Mortality” Cincinnati, OH 2018
- Mental Health Action Summit: “Co-Creating Innovative Solutions for a Healthier Greater Cincinnati” Cincinnati, OH 2019
- Closing the Health Gap, Virtual Town Hall meeting: African American- Men’s Health, Cincinnati, OH. 2019.
- Closing the Health Gap, COVID-19 Town Hall, Cincinnati, OH. 2020
- State of Black Culture, National Coalition of Black Meeting Professionals and the African American Chamber of Greater Cincinnati and Northern Kentucky, Virtual Town Hall, Cincinnati, OH. 2020

## AWARDS

National Nomination Award for Developing and Implementing a “best practice model” which increased health access- American Medical Association’s- Dr. Nathan Davis Award- Outstanding Government Service - St. Louis, MO 2009

Harmony Grand Chapter- Order of Eastern Star Public Relations Charity Program, St. Louis, MO 2010.

Exemplary Leadership Award in Exemplary Women’s Leadership- National Coalition of 100 Black Women Metropolitan Saint Louis Chapter, St. Louis MO 2016.

Equalizer Award - Health Education & Support-Youth and Family Center, St. Louis, MO. 2017

Healthcare Businesswomen’s Association Healthcare Accomplishment Recognition Award (HCARA)-Healthcare Advocacy, St. Louis, MO. 2017.

## PUBLICATIONS

“Patient Navigators and Cancer Treatment Completion among African American Women in St. Louis: A Comparative study” October 2019.

# City of Cincinnati

## Council



Melissa Autry, CMC  
*Clerk of Council*

202001938

Office of the Clerk

801 Plum Street, Suite 308  
Cincinnati, Ohio 45202  
Phone (513) 352-3246  
Fax (513) 352-2578

October 6, 2020

### MOTION

**WE MOVE** that Eric Kearney, representing the African American Chamber of Commerce, be appointed to the Racial Equity in Policy Task Force for a term of two years.

Council Member P.G. Sittenfeld

# City of Cincinnati

## Council



Melissa Autry, CMC  
*Clerk of Council*

202001945

Office of the Clerk

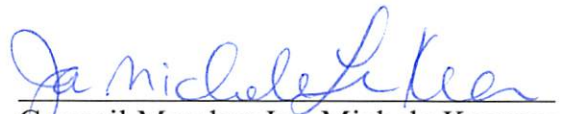
801 Plum Street, Suite 308  
Cincinnati, Ohio 45202  
Phone (513) 352-3246  
Fax (513) 352-2578

October 6, 2020

### MOTION

**WE MOVE** that Reverend Damon Lynch, III, representing the Community Economic Advancement Initiative, be appointed to the Racial Equity in Policy Task Force for a term of two years.

  
\_\_\_\_\_  
Council Member P.G. Sittenfeld

  
\_\_\_\_\_  
Council Member Jan-Michele Kearney

# City of Cincinnati

## Council



Melissa Autry, CMC  
*Clerk of Council*

202001953

Office of the Clerk


801 Plum Street, Suite 308  
Cincinnati, Ohio 45202  
Phone (513) 352-3246  
Fax (513) 352-2578

October 6, 2020

### MOTION

**WE MOVE** that William West, representing the Cincinnati African American Firefighters Association, be appointed to the Racial Equity in Policy Task Force for a term of one year.

  
\_\_\_\_\_  
Council Member P.G. Sittenfeld

  
\_\_\_\_\_  
Council Member Jan-Michele Kearney

# City of Cincinnati

## Council



Melissa Autry, CMC  
*Clerk of Council*

202001961

Office of the Clerk

801 Plum Street, Suite 308  
Cincinnati, Ohio 45202  
Phone (513) 352-3246  
Fax (513) 352-2578

October 6, 2020

### MOTION

**WE MOVE** that Eddie Koen, representing the Urban League of Greater Southwestern Ohio, be appointed to the Racial Equity in Policy Task Force for a term of one year.

  
\_\_\_\_\_  
Council Member P.G. Sittenfeld

  
\_\_\_\_\_  
Council Member Jan-Michele Kearney



# City of Cincinnati

## Council



Melissa Autry, CMC  
*Clerk of Council*

202001962

Office of the Clerk

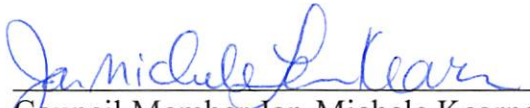
801 Plum Street, Suite 308  
Cincinnati, Ohio 45202  
Phone (513) 352-3246  
Fax (513) 352-2578

October 6, 2020

### MOTION

**WE MOVE** that Joe Mallory, representing the Cincinnati NAACP, be appointed to the Racial Equity in Policy Task Force for a term of one year.

  
\_\_\_\_\_  
Council Member P.G. Sittenfeld

  
\_\_\_\_\_  
Council Member Jan-Michele Kearney

# City of Cincinnati

## Council



Melissa Autry, CMC  
*Clerk of Council*

202001963

Office of the Clerk

801 Plum Street, Suite 308  
Cincinnati, Ohio 45202  
Phone (513) 352-3246  
Fax (513) 352-2578

October 6, 2020

### MOTION

**WE MOVE** that Louis Arnold, representing the Sentinel Police Association, be appointed to the Racial Equity in Policy Task Force for a term of one year.

PG Sittenfeld  
Council Member P.G. Sittenfeld

Jan-Michele Kearney  
Council Member Jan-Michele Kearney



# City of Cincinnati

## Council



Melissa Autry, CMC  
*Clerk of Council*

202001964

Office of the Clerk

801 Plum Street, Suite 308  
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Phone (513) 352-3246  
Fax (513) 352-2578

October 6, 2020

### MOTION

**WE MOVE** that Dr. Roosevelt Walker, representing the Cincinnati Medical Association, be appointed to the Racial Equity in Policy Task Force for a term of one year.

  
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Council Member P.G. Sittenfeld

  
\_\_\_\_\_  
Council Member Jan-Michele Kearney

# City of Cincinnati

## Council



Melissa Autry, CMC  
*Clerk of Council*

202001965

Office of the Clerk

801 Plum Street, Suite 308  
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Phone (513) 352-3246  
Fax (513) 352-2578

October 6, 2020

### MOTION

**WE MOVE** that Bishop Bobby Hilton, representing the National Action Network, be appointed to the Racial Equity in Policy Task Force for a term of two years.

  
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Council Member P.G. Sittenfeld

  
\_\_\_\_\_  
Council Member Jan-Michele Kearney

# City of Cincinnati

## Council



Melissa Autry, CMC  
*Clerk of Council*

202001966

Office of the Clerk

801 Plum Street, Suite 308  
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Phone (513) 352-3246  
Fax (513) 352-2578

October 6, 2020

### MOTION

**WE MOVE** that Ali Kathman, representing Hamilton County Public Health, be appointed to the Racial Equity in Policy Task Force for a term of one year.

Council Member P.G. Sittenfeld

# Alexandra Kathman

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## EDUCATION

**Boston University School of Public Health**

**MPH** with concentration in Epidemiology, 2015

**Boston University Sargent College of Health and Rehabilitation**

**BS** in Speech, Language, and Hearing Sciences, 2012

## WORK EXPERIENCE

**Hamilton County Public Health, Cincinnati, OH**

Maternal and Child Health Coordinator

Jun 2019- Present

- Directs administrative and programmatic aspects of the Hamilton County Ohio Equity Institute (OEI) project, including short and long-term goal development and quality improvement.
- Coordinates partnerships in the development of policy/practice changes related to the social determinants of health.
- Provides supervision and guidance to Neighborhood Navigators to assist clients in overcoming barriers to access services.
- Manages all grant-related activities including reporting, budget, and administrative tasks.

**Cincinnati Health Department, Cincinnati, OH**

Health Communications Specialist (Interim)

Dec. 2018- May 2019

- Serves as the assistant Public Information Officer and clerk to the Board of Health. Responsible for all official Board communication between the public, Cincinnati City Council and leadership staff.
- Writes, manages and disseminates all digital health communication, including all social media, websites, and graphics.

**Cincinnati Children's Hospital Medical Center, Cincinnati, OH**

Clinical Research Coordinator II

Nov. 2017- Sept. 2018

- Division of Infectious Diseases, Gamble Program for Clinical Studies
- Participates in conducting vaccine clinical trials through data collection and entry, building and maintaining participant rapport, and participating in community outreach and recruitment

**Ann & Robert H. Lurie Children's Hospital, Chicago, IL**

Clinical Research Coordinator

July 2015 - Nov. 2017

- Supported the implementation of research for the division
- Prepared protocols, informed consents, and submissions for review by the IRB
- Obtained informed consent from patients, assisted in collection, analysis and interpretation of study data
- Collaborated on the preparation of abstracts/posters for scientific meetings and manuscripts for publication

**Boston University School of Medicine, Boston, MA**

February - December 2014

Clinical Research Assistant

- Enrolled subjects into a longitudinal research study tracking biomarkers in patients with Scleroderma

- Obtained informed consent from patients, completed study visits, processed blood and skin samples, collected clinical data

**Genesis Rehab Services, Weymouth, MA**

July 2012 - July 2013

**Rehabilitation Technician**

- Supported rehabilitation department operations and the provision of patient services
- Assisted with patient care under the supervision of the therapist

# City of Cincinnati

## Council



Melissa Autry, CMC  
*Clerk of Council*

202002016

Office of the Clerk

801 Plum Street, Suite 308  
Cincinnati, Ohio 45202  
Phone (513) 352-3246  
Fax (513) 352-2578

October 6, 2020

### MOTION

**WE MOVE** that Rev. Mike Bomar, representing the Baptist Ministers Conference, be appointed to the Racial Equity in Policy Task Force for a term of one year.

*P.G. Sittenfeld*

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Council Member P.G. Sittenfeld

# City of Cincinnati

## Council



Melissa Autry, CMC  
*Clerk of Council*

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Office of the Clerk

801 Plum Street, Suite 308  
Cincinnati, Ohio 45202  
Phone (513) 352-3246  
Fax (513) 352-2578

October 6, 2020

### MOTION

**WE MOVE** that Dr. Lisa Wilson, representing the Black Nurses Association of Greater Cincinnati, be appointed to the Racial Equity in Policy Task Force for a term of one year.

  
\_\_\_\_\_  
Council Member P.G. Sittenfeld

  
\_\_\_\_\_  
Council Member Jan-Michele Kearney

## **PROFESSIONAL SUMMARY**

Doctorally prepared Advanced Practice Registered Nurse with more than two decades of patient care in a diversified background of health care settings, ranging from treating patients with a variety of illnesses and injuries to population health and disease management. A proven nurse-leader passionate about whole body wellness and preventative care seeks opportunity to join an organization as a Nurse Practitioner who will utilize wide ranging skills and knowledge base to improve patient outcomes and transform care delivery.

## **EDUCATION**

**Doctorate of Nursing Practice:** Nursing, 2016  
**University Of Cincinnati** - Cincinnati, OH

**Post Masters Family Nurse Practitioner:** Nursing, 2014  
**University Of Cincinnati** - Cincinnati, OH

**Master of Science:** Nursing Administration, 2012  
**University of Cincinnati** - Cincinnati, OH

**Bachelor of Science:** Nursing, 2006  
**Indiana Wesleyan University** - Marion, IN

**Diploma:** Registered Nurse, 1997  
**The Christ Hospital** - Cincinnati, OH

## **PROFESSIONAL EXPERIENCE**

**Disease Management/Population Health Case Manager**, 2013 to current  
**Humana at Home** – New York NY

Responsible for outreach, enrollment and management of members referred to the Disease Management program.

Conduct in-home behavioral and clinical assessments on health plan members, including past medical history, review of symptoms, medication review, depression screening, MME, PHQ9, SDOH, and compliance with evidenced based age related screening, test, and procedures.

Experienced in developing treatment plans based on gaps in care, ICD10 codes, scientific rationale, standards of care, and professional practice guidelines

Educate members on topics such as disease process, medication administration, medication compliance, and red flag recognition to prevent unnecessary ER visits and hospitalizations. Provides education and health coaching resulting in measurable, improved health outcomes.

Accurately completes summaries and care management referral forms, consistently identifies unmet needs and gaps in care and initiates appropriate referral to health plan, community resources, and outreach to treatment team.

Interfaces with provider and other health professionals to coordinate health coaching plan for the member (telephonically or face to face).

Demonstrates accountability for own professional practice by participating in educational programs that increase clinical knowledge base and skill set.



## **Lisa Darnell Wilson DNP APRN FNP-C MSN RN**

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### **Critical Care/Clinical Speciality, 2007 - 2017**

**American Nursing Care** – Cincinnati, OH

**NSICU/MSICU/PACU/Cardiac Cath Lab/Interventional Radiology**

Contingent Critical Care and Speciality Care Nursing Units at Bethesda North and Good Samaritan Hospitals. Provided high quality care for a wide variety of critical care patients, encapsulating all interventions within Critical Care RN scope of practice.

### **Critical Care/Clinical Speciality, 2001 - 2007**

**Tri-State Medical Staffing** – Cincinnati, OH

Contingent Critical Care Nurse Units staffing at The Christ Hospital and Fort Hamilton Hospitals.

Expertise in cardiac arrhythmias, cardiac drips, pacemakers, conscious sedation, and cardio versions

Provided high quality nursing care for a wide variety of acute level patients with complex medical conditions.

### **Critical Care/Neurosurgery, 1999 - 2002**

**Good Samaritan Hospital** – Cincinnati, OH

Provided high quality care to 12 bed critically ill neurosurgery and neurology clients at a large academic affiliated medical center. Expertise in ventriculostomies, neurologic exams, neuroradiologic procedures, and post-stroke and subarachnoid hemorrhage care.

### **Critical Care/Step-down, 1996 - 2004**

**University of Cincinnati** – Cincinnati, OH

Neurosurgery/Neurology/Surgical Step-down. Provided care to a diverse population of critically ill neurosurgery and neurology clients at a large academic affiliated medical center. Expertise in, neurologic exams, neuroradiologic procedures, post-stroke and subarachnoid hemorrhage care.

## **CERTIFICATIONS/LICENCES**

**American Academy of Nurse Practitioners Family Nurse Practitioner, State of Ohio, valid through October 2021**

**Registered Nurse, State of Ohio, valid through October, 2021**

**Advanced Cardiac Life Support, current through October, 2023**

**Basic Life Support, current through February 2022**

**DEA, current through 2022**

## **PROFESSIONAL GROWTH AND SKILLS**

Member of Sigma Theta Tau International Honor Society of Nursing

Member of Ohio Association of Advanced Practice Nurses

Proficient in electronic medical recording use, charting and resources

Advanced time-management and leadership ability

Exceptional communication, interpersonal skills and enthusiastic personality

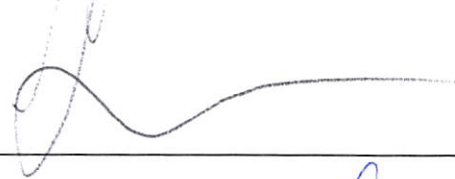


*References furnished upon request*

## MOTION

September 30, 2020

We MOVE that the Administration coordinate with the Hamilton County Clerk of Courts and the Hamilton County Board of County Commissioners to create a searchable database of individuals convicted of animal abuse to be provided to animal shelters, adoption agencies, and foster agencies.



Dr. C. C. C.