City of Cincinnati

801 Plum Street
Cincinnati, OH 45202

Agenda - Final

Budget and Finance Committee

Chairperson David Mann
Vice Chair Chris Seelbach
Councilmember Steve Goodin
Councilmember Jan-Michele Kearney
Councilmember Liz Keating
Councilmember Greg Landsman
Councilmember Betsy Sundermann
Councilmember Wendell Young

Monday, April 19, 2021 | **1:00 PM** | **Council Chambers, Room 300**

PUBLIC HEARING
City Manager recommended American Rescue Plan

ROLL CALL

AGENDA

1. 202101464 ORDINANCE (EMERGENCY), submitted Paula Boggs Muething, City Manager, ESTABLISHING new Fund 469, “Local Fiscal Recovery,” for receipt of funds from the American Rescue Plan (ARP) due to the COVID-19 pandemic; AUTHORIZING the City Manager to accept the sum of up to $291,590,000 from the United States Department of the Treasury as an initial allocation provided by the ARP Act as part of the Coronavirus Local Fiscal Recovery Fund (LFRF) for the purpose of providing significant stimulus and recovery funding to local governments throughout the United States related to COVID-19; and AUTHORIZING the Finance Director to deposit the funds in Fund 469, “Local Fiscal Recovery,” revenue account no. 469x8543.

Sponsors: City Manager

Attachments: Ordinance 202101464
Transmittal 202101464

2. 202101461 ORDINANCE (EMERGENCY), submitted by Mayor John Cranley from Andrew W. Garth, City Solicitor, AUTHORIZING the establishment of American Rescue Plan grant project account no. 469x101xARP004, “Performing Arts Support Grants,” for the purpose of providing for a grant program to support various performing arts groups, including theaters and musical organizations, and which grants will also provide for public performances around the City; and AUTHORIZING the appropriation of the sum of $7,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x101xARP004, “Performing Arts Support Grants,” for the purpose of providing for a grant program to support various performing arts groups, including theaters and musical organizations, and which grants will also provide for public performances around the City.

Sponsors: Mayor

Attachments: Ordinance 202101461

Transmittal 202101461

3. 202101462 ORDINANCE (EMERGENCY), submitted by Mayor John Cranley from Andrew W. Garth, City Solicitor, AUTHORIZING the establishment of American Rescue Plan grant project account no. 469x101xARP003, “Outdoor Dining Grant Program (Neighborhoods),” for the purpose of improvements that facilitate outdoor dining and increase pedestrian safety in various City Neighborhoods; and AUTHORIZING the appropriation of the sum of $1,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x101xARP003, “Outdoor Dining Grant Program (Neighborhoods),” for the purpose of providing for a grant program to cover the cost of the design and construction of public infrastructure improvements that facilitate outdoor dining and increase pedestrian safety in various City neighborhoods.

Sponsors: Mayor

Attachments: Ordinance 202101462

Transmittal 202101462

4. 202101463 ORDINANCE (EMERGENCY), submitted by Mayor John Cranley from Andrew W. Garth, City Solicitor, AUTHORIZING the establishment of American Rescue Plan grant project account no. 469x101xARP002, “Restaurant Grants Phase II,” for the purpose of providing resources for a local economic stimulus plan to support dining and drinking establishments; and AUTHORIZING the appropriation of the sum of $4,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x101xARP002, “Restaurant Grants Phase II,” to provide resources for a local economic stimulus plan to support dining and drinking establishments.

Sponsors: Mayor

Attachments: Ordinance 202101463

Transmittal 202101463

5. 202101272 FYI MEMO, dated 03/24/2021, submitted by Councilmember Mann, from Paula Boggs Muething, City Manager, regarding Funding Priorities for Coronavirus Local Fiscal Recovery Fund.

Sponsors: Mann

Attachments: FYI MEMO - Priorities

Exhibit A - Stimulus Funding

6. 202101465 ORDINANCE (EMERGENCY), submitted by Mayor John Cranley from Andrew W. Garth, City Solicitor, AUTHORIZING the establishment of American Rescue Plan grant project account no. 469x232xARP001, “Outdoor Dining & Pedestrian Safety Improvements,” for the purpose of providing resources for the design and construction of right-of-way improvements including, but not limited to, sidewalks, streets, and parklets, that facilitate outdoor dining and enhance pedestrian safety in the urban core; AUTHORIZING the appropriation of the sum of $2,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x232xARP001, “Outdoor Dining & Pedestrian Safety Improvements,” to provide resources for the design and construction of right-of-way improvements including, but not limited to, sidewalks, streets and parklets, that facilitate outdoor dining and enhance pedestrian safety in the urban core; and further DECLARING that the “Outdoor Dining & Pedestrian Safety Improvements” capital improvement program project serves a public purpose as it will foster local improvements and investment, increase neighborhood vitality, and have an estimated life or period of usefulness of five years or more.

Sponsors: Mayor

Attachments: Ordinance 202101465

Transmittal 202101465

7. 202101408 FYI MEMO, dated 04/08/2021, submitted by Councilmember Mann, from Paula Boggs Muething, City Manager, regarding Funding Priorities for Coronavirus Local Fiscal Recovery Fund - Additional Details.

Sponsors: Mann

Attachments: FYI Memo - Stimulus Use Descriptions 4-8-21

8. 202101309 MOTION, submitted by Councilmember Goodin, Vice Mayor Smitherman and Councilmember Sundermann, Each year, Council offices receive several requests from constituents for "speed humps" to slow down traffic on the streets where they live. Unfortunately, due to budget constraints, the Department of Transportation Engineering's (DOTE) Neighborhood Street Calming Program that provides the speed humps has not been funded since FY2018. WE MOVE that $100,000 from the American Rescue Plan Act be allocated to fund the DOTE's Neighborhood Street Calming Program for 2022.

Sponsors: Goodin, Smitherman and Sundermann

Attachments: Motion - Street Calming Program (4-6)

9. 202101310 MOTION, submitted by Councilmember Kearney, WE MOVE that City Council allocate $350,000 from the American Rescue Plan Act to the non-profit organization, The Mark, created by to assist with the stabilization and purchase of St. Mark Church, 3500 Montgomery Rd. in Evanston. (STATEMENT ATTACHED).

Sponsors: Kearney

Attachments: Motion - The Mark

10. 202101311 MOTION, submitted by Councilmember Kearney, WE MOVE that City Council fund the City's HARBOR (Homeowner Assistance Repairs and Building Order Remission) program with $2 million from the American Rescue Plan Act to give financial assistance to low-income and moderate-income, owner-occupied homeowners who receive housing code violations on their property. WE FURTHER MOVE that the HARBOR program continue to work with People Working Cooperatively and maintain the HARBOR program's existing guidelines with one addition: The Department of Building & Inspections will consider including a provision where homeowners at or greater than 80% of the Area Median Income as determined by HUD are required to pay back the funds provided to them from the HARBOR Fund, so that such funds are distributed to them as a low-interest loan. (STATEMENT ATTACHED)

Sponsors: Kearney

Attachments: Motion - HARBOR

11. 202101312 MOTION, submitted by Councilmember Kearney, WE MOVE for the City Council to deposit $50 million from the American Rescue Plan Act funds into the City of Cincinnati's Affordable Housing Trust Fund that was established in 2018 from the sale of the Norfolk Railroad. WE FURTHER MOVE for each neighborhood community council annually to consider and recommend the transfer to the City's Affordable Housing Trust Fund, a portion of the 25 percent of the neighborhood's Tax Increment Financing (TIF) dollars reserved for affordable housing. WE FURTHER MOVE for each neighborhood community council annually to consider and recommend the transfer to the City's Affordable Housing Trust Fund a portion of the neighborhood's Voluntary Tax Incentive Contribution Agreement (VTICA) funds reserved for affordable housing. (STATEMENT ATTACHED)

Sponsors: Kearney

Attachments: Motion - Kearney

12. 202101399 MOTION, submitted by Councilmember Goodin, WE MOVE that monies from the American Rescue Plan Act be allocated to fund the below neighborhood projects in an amount to be determined: Camp Washington Road Infrastructure Improvements for bike lane development, street repaving, restriping and sidewalk repair. Taft/McMillan Two-Way project for potential cost overrun. OTR Bell Tower for preservation and restoration of the historic First Lutheran Church Bell Tower.

Sponsors: Goodin

Attachments: Motion - Goodin

13. 202101392 MOTION, submitted by Councilmembers Sundermann and Keating, WE MOVE that the Administration draft an ordinance to provide $3,000,000 to the Cincinnati USA Convention & Visitor Bureau (CVB) for the purposes of partially assisting them in returning to pre-pandemic staffing levels and recovering both retroactively and proactively from losses occurred already and those projected until 2024. The source should be anticipated federal relief funds through the American Rescue Plan. (STATEMENT ATTACHED)

Sponsors: Sundermann and Keating

Attachments: Motion

14. 202101416 ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 4/14/2021, AMENDING Ordinance No. 304-2020 to authorize the City Manager to apply for, accept, and appropriate a grant in the amount of up to $3,500,000 from the United States Department of Housing and Urban Development Office of Lead Hazard Control and Healthy Homes, Lead Hazard Reduction Grant Program (CFDA 14.905) to Lead Hazard Control Research Grant Fund 387 for the purpose of identifying and controlling lead-based paint hazards in eligible, privately owned housing for low-income occupants.

Sponsors: City Manager

Attachments: Transmittal

Ordinance

15. 202101417 ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 4/14/2021, AUTHORIZING the acceptance and appropriation of the sum of $1,281,332 from the United States Department of Housing and Urban Development to Housing Opportunities for Persons with HIV/AIDS Fund 465; and ANNOUNCING the City's intention to use said sum for various projects and operating allocations for the Housing Opportunities for Persons with HIV/AIDS Grant Program for Calendar Year 2021 and to file the 2021 Annual Action Plan, in accordance with the attached Appropriation Schedule.

Sponsors: City Manager

Attachments: Transmittal

Ordinance

16. 202101418 ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 4/14/2021, AUTHORIZING the acceptance and appropriation of the sum of $2,737,925 from the U.S. Department of Housing and Urban Development to various Home Investment Trust Fund 411 project accounts in accordance with Section 1 of the attached Appropriation Schedule; AUTHORIZING the appropriation of the sum of $170,329.05 to Home Investment Trust Fund 411 project accounts in accordance with Section 1 of the attached Appropriation Schedule; ANNOUNCING the City's intention to use said sum for various projects and operating allocations for the HOME Investment Partnerships Grant Program for Calendar Year 2021 according to Section 1 of the attached Appropriation Schedule; AUTHORIZING the return to source of the sum of $219,778.89 from various existing Home Investment Trust Fund 411 project accounts for the purpose of correcting a HUD Entitlement Grant calculation error and to reflect available grant resources in accordance with Section 2 of the attached Appropriation Schedule; and AUTHORIZING the appropriation of the sum of $222,875.89 from the unappropriated surplus of Home Investment Trust Fund 411 to various Home Investment Trust Fund 411 project accounts for the purpose of aligning resources with program needs in accordance with Section 3 of the attached Appropriation Schedule.

Sponsors: City Manager

Attachments: Transmittal

Ordinance

Attachment

17. 202101419 ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 4/14/2021, AUTHORIZING the acceptance and appropriation of the sum of $997,610 from the U.S. Department of Housing and Urban Development to Emergency Shelter Grant Fund 445, in accordance with the attached Appropriation Schedule; and ANNOUNCING the City's intention to use said sum for various projects and operating allocations for the Emergency Solutions Grant Program for calendar year 2021 and filing of the 2021 Annual Action Plan, in accordance with the attached Appropriation Schedule.

Sponsors: City Manager

Attachments: Transmittal

Ordinance

18. 202101478 ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 4/19/2021, AUTHORIZING the acceptance and appropriation of a grant of $11,603,976 from the U.S. Department of Housing and Urban Development ("HUD") to various Community Development Block Grant Fund 304 project accounts in accordance with Section 1 of the attached Appropriation Schedule; ANNOUNCING the City's intention to use said funds for various projects and operating allocations for the Community Development Block Grant Program for Calendar Year 2021 and filing of the 2021 Annual Action Plan according to Section 1 of the attached Appropriation Schedule; AUTHORIZING the return to source of $54,952.99 from various existing Community Development Block Grant Fund 304 project accounts for the purpose of correcting a HUD Entitlement Grant calculation error and to reflect the reprioritization of certain projects in accordance with Section 2 of the attached Appropriation Schedule; and AUTHORIZING the appropriation of the sum of $404,058.10 from the unappropriated surplus of the Community Development Block Grant Fund 304 to various Community Development Block Grant Fund 304 project accounts for the purpose of reprioritizing certain projects and providing funding for the continuation of vital programs in accordance with Section 3 of the attached Appropriation Schedule.

Sponsors: City Manager

Attachments: Transmittal
Ordinance
Attachment

19. 202100672 ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 2/18/2021, MODIFYING the salary range schedule for the classification of Sewer Construction Inspector by repealing existing Section 725, Division I, of Chapter 307 of the Cincinnati Municipal Code in order to ensure that the new salary range is consistent with the level of responsibility and competitive with similar positions across internal and external job markets.

Sponsors: City Manager

Attachments: Transmittal
Ordinance

20. 202101409 ORDINANCE submitted by Paula Boggs Muething, City Manager, on 4/14/2021, ESTABLISHING new capital improvement program project account no. 980x232x212372, “Wasson Way Trail - COTF,” for the purpose of providing resources for the construction of Phases 4 and 5 of the Wasson Way Trail project; AUTHORIZING the City Manager to accept and appropriate grant resources in an amount up to $500,000 from the Clean Ohio Trails Fund program as awarded by the Ohio Department of Natural Resources to newly established capital improvement program project account no. 980x232x212372 “Wasson Way Trail - COTF,” for the purpose of providing resources for the construction of Phases 4 and 5 of the Wasson Way Trail project; and AUTHORIZING the City Manager to execute any agreements necessary for the receipt and administration of these grant resources.

Sponsors: City Manager

Attachments: Transmittal

Ordinance

21. 202101411 ORDINANCE submitted by Paula Boggs Muething, City Manager, on 4/14/2021, AUTHORIZING the City Manager to accept an in-kind donation from the Ohio Blue Ribbon Arson Committee of equipment valued at $1,000 for use by the Cincinnati Fire Department Fire Investigation Unit.

Sponsors: City Manager

Attachments: Transmittal

Ordinance

22. 202101414 ORDINANCE submitted by Paula Boggs Muething, City Manager, on 4/14/2021, AUTHORIZING the City Manager to vacate and sell to Auburn land Holdings LLC approximately 0.5046 acres of the public right-of-way known as Macauley Street in the Mt. Auburn neighborhood.

Sponsors: City Manager

Attachments: Transmittal

Ordinance

Attachment

23. 202101415 ORDINANCE submitted by Paula Boggs Muething, City Manager, on 4/14/2021, AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in an amount up to $30,000 from the Greater Cincinnati Foundation, Educational Success Program, for the purpose of providing low- to no-cost programming for families in need; and AUTHORIZING the Finance Director to deposit these funds in Recreation Special Activities Fund revenue account no. 323x199x8571.

Sponsors: City Manager

Attachments: Transmittal

Ordinance

24. 202101424 ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 4/14/2021, APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with CH KeyMark LLC, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 5920 Hamilton Avenue in the College Hill neighborhood of Cincinnati, in connection with the remodeling of the existing building to create approximately 5,200 square feet of commercial restaurant space, at a total construction cost of approximately $848,000.

Sponsors: City Manager

Attachments: Transmittal

Ordinance

Attachment

ADJOURNMENT

EMERGENCY

City of Cincinnati

CMZ

BWG

An Ordinance No. _____ - 2021

ESTABLISHING new Fund 469, "Local Fiscal Recovery," for receipt of funds from the American Rescue Plan (ARP) due to the COVID-19 pandemic; AUTHORIZING the City Manager to accept the sum of up to $291,590,000 from the United States Department of the Treasury as an initial allocation provided by the ARP Act as part of the Coronavirus Local Fiscal Recovery Fund (LFRF) for the purpose of providing significant stimulus and recovery funding to local governments throughout the United States related to COVID-19; and AUTHORIZING the Finance Director to deposit the funds in Fund 469, "Local Fiscal Recovery," revenue account no. 469x8543.

WHEREAS, the City is eligible to receive funding from the United States Department of the Treasury pursuant to the American Rescue Plan (ARP) Act as part of the Coronavirus Local Fiscal Recovery Fund (LFRF) Act; and

WHEREAS, a new fund will be established to properly account for the ARP funds received by the City; and

WHEREAS, additional guidance will be forthcoming from the Department of the Treasury on eligible uses of the funds, and ordinances will be presented to City Council to appropriate the funds; now, therefore,

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

Section 1. That the City Manager is hereby authorized to accept an American Recovery Plan Act Coronavirus Local Fiscal Recovery Fund initial allocation from the United States Department of the Treasury in an amount up to $291,590,000 for the purpose of providing significant stimulus and recovery funding to local governments throughout the United States related to COVID-19 response.

Section 2. That the Director of Finance is hereby authorized to receive and deposit the funds into Fund 469, "Local Fiscal Recovery," revenue account no. 469x8543.

Section 3. That the proper City officials are hereby authorized to do all things necessary and proper to implement the provisions of Sections 1 and 2 herein.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accept the funds in a timely manner.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

city of
CINCINNATI
Interdepartment Correspondence Sheet

April 14, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – Establishing Fund 469 "Local Fiscal Recovery" and Accepting American Rescue Plan (ARP) Funds**

Attached is an Emergency Ordinance captioned:

> **ESTABLISHING** new Fund 469, "Local Fiscal Recovery," for receipt of funds from the American Rescue Plan (ARP) due to the COVID-19 pandemic; AUTHORIZING the City Manager to accept the sum of up to $291,590,000 from the United States Department of the Treasury as an initial allocation provided by the ARP Act as part of the Coronavirus Local Fiscal Recovery Fund (LFRF) for the purpose of providing significant stimulus and recovery funding to local governments throughout the United States related to COVID-19; and AUTHORIZING the Finance Director to deposit the funds in Fund 469, "Local Fiscal Recovery," revenue account no. 469x8543.

The City of Cincinnati is eligible to receive two tranches of funds from the American Rescue Plan's Local Fiscal Recovery Fund to provide stimulus and recovery funding to local governments. This Emergency Ordinance would establish new Fund 469, "Local Fiscal Recovery," for receipt of funds up to $291,590,000 from the Local Fiscal Recovery Fund. Additionally, the Finance Director would be authorized to deposit the funds into the newly created fund in revenue account no. 469x8543.

The reason for the emergency is the immediate need accept the funds in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

City of Cincinnati

CMZ BWG

An Ordinance No. _____ - 2021

AUTHORIZING the establishment of American Rescue Plan grant project account no. 469x101xARP004, "Performing Arts Support Grants," for the purpose of providing for a grant program to support various performing arts groups, including theaters and musical organizations, and which grants will also provide for public performances around the City; and AUTHORIZING the appropriation of the sum of $7,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x101xARP004, "Performing Arts Support Grants," for the purpose of providing for a grant program to support various performing arts groups, including theaters and musical organizations, and which grants will also provide for public performances around the City.

WHEREAS, the City is eligible to receive funding from the United States Department of the Treasury pursuant to the American Rescue Plan (ARP) Act as part of the Coronavirus Local Fiscal Recovery Fund (LFRF) Act; and

WHEREAS, the City's performing arts organizations occupy an essential role in contributing to the region's cultural, community, and economic vitality; and

WHEREAS, arts organizations attract persons and business from throughout the region to Cincinnati, which greatly enhances the vibrancy of the City and supports the local economy; and

WHEREAS, performing arts organizations have experienced substantial losses in revenue and suffered other negative economic consequences due to the COVID-19 pandemic; and

WHEREAS, funding will be provided for Performing Arts Support Grants as part of support provided to cultural institutions; now, therefore,

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

Section 1. That the Director of Finance is hereby authorized to establish American Rescue Plan grant project account no. 469x101xARP004 "Performing Arts Support Grants," for the purpose of providing for a grant program to support various performing arts groups, including theaters and musical organizations, and which grants will also provide for public performances around the City.

Section 2. That the sum of $7,000,000 is hereby appropriated to newly established American Rescue Plan grant project account 469x101xARP004 "Performing Arts Support

Grants," for the purpose of providing for a grant program to support various performing arts groups, including theaters and musical organizations, and which grants will also provide for public performances around the City.

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 implement authorized American Rescue Plan-related support programs.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

city of
CINCINNATI
Interdepartmental Correspondence Sheet

Date: April 13, 2021

To: Mayor John Cranley

From: Andrew W. Garth, City Solicitor AWG

Subject: **Emergency Ordinance – ARP forPerforming Arts Support Grants**

Transmitted herewith is an emergency ordinance captioned as follows:

> **AUTHORIZING** the establishment of American Rescue Plan grant project account no. 469x101xARP004, "Performing Arts Support Grants," for the purpose of providing for a grant program to support various performing arts groups, including theaters and musical organizations, and which grants will also provide for public performances around the City; and AUTHORIZING the appropriation of the sum of $7,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x101xARP004, "Performing Arts Support Grants," for the purpose of providing for a grant program to support various performing arts groups, including theaters and musical organizations, and which grants will also provide for public performances around the City.

AWG/CMZ/(lnk)
Attachment
336215

{00336471-1}

EMERGENCY

City of Cincinnati

CMZ BWG

An Ordinance No. _____ - 2021

AUTHORIZING the establishment of American Rescue Plan grant project account no. 469x101xARP003, "Outdoor Dining Grant Program (Neighborhoods)," for the purpose of providing for a grant program to cover the cost of the design and construction of public infrastructure improvements that facilitate outdoor dining and increase pedestrian safety in various City neighborhoods; and AUTHORIZING the appropriation of the sum of $1,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x101xARP003, "Outdoor Dining Grant Program (Neighborhoods)," for the purpose of providing for a grant program to cover the cost of the design and construction of public infrastructure improvements that facilitate outdoor dining and increase pedestrian safety in various City neighborhoods.

WHEREAS, the City is eligible to receive funding from the United States Department of the Treasury pursuant to the American Rescue Plan (ARP) Act as part of the Coronavirus Local Fiscal Recovery Fund (LFRF) Act; and

WHEREAS, the City's restaurant and entertainment sector occupy an essential role in the vitality of the region's culture, community, workforce, and economy; and

WHEREAS, dining and entertainment venues attract persons from throughout the region to Cincinnati and greatly enhance the vibrancy of the City to the direct benefit of its citizens and its economy; and

WHEREAS, restaurants and related establishments have experienced substantial losses in revenue and suffered substantial economic hardship caused by the COVID-19 pandemic; and

WHEREAS, infrastructure improvements expanding capacity for outdoor dining and increased pedestrian safety will assist restaurants and related establishments in their ability to recover from losses over the past year while enhancing pedestrian safety; and

WHEREAS, funds are being provided for a grant program to enable improvements to be made in various neighborhoods to facilitate outdoor dining and increase pedestrian safety; now, therefore,

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

Section 1. That the Director of Finance is hereby authorized to establish American Rescue Plan grant project account no. 469x101xARP003 "Outdoor Dining Grant Program (Neighborhoods)," for the purpose of providing for a grant program to cover the cost of the design

and construction of public infrastructure improvements that facilitate outdoor dining and increase pedestrian safety in various City neighborhoods.

Section 2. That the sum of $1,000,000 is hereby appropriated to newly established American Rescue Plan grant project account 469x101xARP003 "Outdoor Dining Grant Program (Neighborhoods)," for the purpose of providing for a grant program to cover the cost of the design and construction of public infrastructure improvements that facilitate outdoor dining and increase pedestrian safety in various City neighborhoods.

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 implement authorized American Rescue Plan-related support programs.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

city of CINCINNATI

Interdepartmental Correspondence Sheet

202101462

Date: April 13, 2021

To: Mayor John Cranley

From: Andrew W. Garth, City Solicitor AWG

Subject: **Emergency Ordinance – ARP for Outdoor Dining Grants**

Transmitted herewith is an emergency ordinance captioned as follows:

> **AUTHORIZING** the establishment of American Rescue Plan grant project account no. 469x101xARP003, "Outdoor Dining Grant Program (Neighborhoods)," for the purpose of providing for a grant program to cover the cost of the design and construction of public infrastructure improvements that facilitate outdoor dining and increase pedestrian safety in various City neighborhoods; and AUTHORIZING the appropriation of the sum of $1,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x101xARP003, "Outdoor Dining Grant Program (Neighborhoods)," for the purpose of providing for a grant program to cover the cost of the design and construction of public infrastructure improvements that facilitate outdoor dining and increase pedestrian safety in various City neighborhoods.

AWG/CMZ/(lnk)
Attachment
336218

{00336470-1}

EMERGENCY

City of Cincinnati

CMZ BWG

An Ordinance No._____ - 2021

AUTHORIZING the establishment of American Rescue Plan grant project account no. 469x101xARP002, "Restaurant Grants Phase II," for the purpose of providing resources for a local economic stimulus plan to support dining and drinking establishments; and AUTHORIZING the appropriation of the sum of $4,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x101xARP002, "Restaurant Grants Phase II," to provide resources for a local economic stimulus plan to support dining and drinking establishments.

WHEREAS, the City is eligible to receive funding from the United States Department of the Treasury pursuant to the American Rescue Plan (ARP) Act as part of the Coronavirus Local Fiscal Recovery Fund (LFRF) Act; and

WHEREAS, the City's dining and drinking retail establishments occupy an essential role in the vitality of the region's culture, community, workforce, and economy; and

WHEREAS, such establishments attract persons from throughout the region to Cincinnati and greatly enhance the vibrancy of the City to the direct benefit of its citizens and its economy; and

WHEREAS, dining and drinking establishments have experienced substantial losses in revenue and suffered substantial economic hardship caused by the COVID-19 pandemic; and

WHEREAS, Coronavirus Relief Funds (CRF) were previously allocated to fund a local economic stimulus plan to support dining and drinking establishments, and now ARP funding will be provided for a second phase of this plan; now, therefore,

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

Section 1. That the Director of Finance is hereby authorized to establish American Rescue Plan grant project account no. 469x101xARP002 "Restaurant Grants Phase II," for the purpose of providing resources for a local economic stimulus plan to support dining and drinking establishments.

Section 2. That the sum of $4,000,000 is hereby appropriated to newly established American Rescue Plan grant project account 469x101xARP002 "Restaurant Grants Phase II," for

the purpose of providing resources for a local economic stimulus plan to support dining and drinking establishments.

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 implement authorized American Rescue Plan-related support programs.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

city of CINCINNATI

Interdepartmental Correspondence Sheet

202101463

Date: April 13, 2021

To: Mayor John Cranley

From: Andrew W. Garth, City Solicitor AWG

Subject: **Emergency Ordinance – ARP for Restaurant Grants Phase II**

Transmitted herewith is an emergency ordinance captioned as follows:

> **AUTHORIZING** the establishment of American Rescue Plan grant project account no. 469x101xARP002, "Restaurant Grants Phase II," for the purpose of providing resources for a local economic stimulus plan to support dining and drinking establishments; and AUTHORIZING the appropriation of the sum of $4,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x101xARP002, "Restaurant Grants Phase II," to provide resources for a local economic stimulus plan to support dining and drinking establishments.

AWG/CMZ/(lnk)
Attachment
336220

{00336468-1}

March 24, 2021

FOR YOUR INFORMATION

202101272

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

Subject: Funding Priorities for Coronavirus Local Fiscal Recovery Fund

This memorandum sets forth the City Administration's recommendations and funding priorities for the expected federal relief funds related to the COVID-19 pandemic.

Background and Information

The American Rescue Plan Act of 2021[1] ("ARP") was signed by President Joe Biden on March 11, 2021. Section 9901 of the ARP establishes a new program to be administered by the United States Department of the Treasury ("Treasury") known as the Coronavirus Local Fiscal Recovery Fund ("LFRF" or "recovery funds"). This program will provide significant stimulus and recovery funding to local governments throughout the United States. Though the City may receive additional funding under other provisions of the ARP, the LFRF is the most substantial funding source.

The purpose of the recovery funds is to mitigate the fiscal effects stemming from the COVID-19 public health emergency. Broadly, recovery funds can be utilized for costs incurred by the City to respond to COVID-19, including negative economic impacts; to provide premium pay to eligible workers performing essential work during the COVID-19 public health emergency; to pay for government services to the extent of revenue reductions due to COVID-19; and to make necessary investments in water, sewer, or broadband infrastructure. The LFRF explicitly prohibits deposit of the monies into pension funds. Additional guidance from Treasury is forthcoming and will provide final parameters and clarity on eligible uses.

All recovery funds must be utilized prior to December 31, 2024 and is allocated to local governments based on a modified Community Development Block Grant allocation methodology. Though final allocation amounts have not yet been released by Treasury, the City estimates that it will receive approximately $290 million in LFRF funds. Under the ARP, the first half of this amount is expected to be paid to the City no later than May 11, 2021. The second half is expected to be paid to the City no later than May 11, 2022.

[1] https://www.congress.gov/bill/117th-congress/house-bill/1319/text#toc-HA2014788068F45DFB8DF03D5E72AFEE7

Funding Priorities

The recovery funds present an extraordinary opportunity to catalyze economic recovery and growth in sectors that have been devastated by the impacts of COVID-19. The funding priorities set forth below are targeted to provide both immediate impact and long-term public benefits, in order to ensure that this dramatic public investment continues to provide returns far beyond the actual expenditures. A detailed list of proposed expenditures is included as **Exhibit A** to this memorandum. These expenditures are subject to Council approval and appropriation. They are also subject to Treasury guidance for the LFRF, which has not yet been released but is forthcoming and may indicate that certain categories of expenditures are ineligible.

Fiscal Stability

The Administration's top priority is to stabilize the City's fiscal position. This includes covering operating budget deficits from Fiscal Year ("FY") 2021 and projected deficits for FY 2022 and FY 2023, and creating an income tax contingency fund to protect City operations from the risk of reduced income tax revenue presented by ongoing litigation that challenges the City's ability to tax income accrued through remote work. Further, this includes restoring all lost revenue to various restricted funds to account for revenue reductions caused by the pandemic and reserving sufficient funding to address operational needs of the Cincinnati Public Health Department for continued pandemic response work, including efforts to achieve equity in vaccine distribution and continued contact tracing and testing.

Job Creation, Economic Growth, and Housing Stability

The COVID-19 pandemic has caused substantial unemployment or underemployment and reduced earnings for many citizens, disproportionately impacting lower income households. The City Administration recommends funding support programs that address the economic impacts of COVID-19 by creating job opportunities and encouraging economic growth. This includes public investments to stabilize existing job-creating enterprises and support for enterprises that grow new businesses and job opportunities. Finally, the economic impacts of COVID-19 have led to greater housing instability for many moderate- and lower-income City residents; therefore, the Administration recommends investments to increase affordable housing options and economic stability for these impacted City residents.

Critical Financial Support for Cultural Institutions, Small Business, and Community Partners

Our cultural institutions and small businesses are the engines for the City's vitality and energy, and mission-driven community partner organizations provide a sense of community and hope. These organizations have faced tremendous financial difficulties in the past year and have taken on debt, cut staff and expenses, or reduced operations. In order to retain the character that is uniquely Cincinnati, energize our local

economy, and restore the public benefits they provide to our region the Administration recommends a meaningful investment to stabilize these organizations.

Safe Activation of Civic Spaces and Community Building in Neighborhoods

Once safe, a critical element of restoring the vibrancy of our City will be to bring life back to our civic spaces throughout the City and to conduct community building activities in our neighborhoods. The goal of these recommended public investments is to repair the community fabric and relationships that have been dormant due to COVID-19 restrictions and encourage our City's residents to safely engage with their neighbors and friends.

Capital Investment to Improve City Services and Quality of Life

Finally, the Administration recommends investment in capital projects that will improve City services and improve the quality of life of City residents. These investments will initially create construction jobs and economic activity to directly address the negative impacts of COVID-19 and will provide long-term public benefits for generations of City residents.

Conclusion

The LFRF is an opportunity for our City to recover and reignite economic growth by investing in priorities that will counteract the negative financial and social impacts of the pandemic. With the proposed funding priorities and projects described above and in the attachment, the Administration seeks to stabilize the City's finances, create a wide range of pandemic response and support programs, and to make substantial capital investments in our City's infrastructure.

Exhibit A

202101272
Exhibit A

Stimulus Funding Reconciliation

		Total		Year 1		Year 2
Approved Stimulus Funds	**$**	**291,590,000**	**$**	**145,795,000**	**$**	**145,795,000**
Operating Budget Needs for FY21 and FY22:						
FY 2021 Need referenced in Monitoring Report	$	18,700,000	$	18,700,000		
Negotiated Hazard Pay	$	2,800,000	$	2,800,000		
Public Health COVID Response: Equity Outreach, Vaccine Distribution, PPE, Testing, and Tracing	$	7,426,692	$	5,000,000	$	2,426,692
FY 2022 Projected Operating Budget Deficit	$	31,000,000	$	31,000,000		
FY 2022 Income Tax Contingency	$	18,500,000			$	18,500,000
FY 2023 Projected Operating Budget Deficit	$	35,000,000			$	35,000,000
Total Operating Budget Need FY21/FY22	**$**	**113,426,692**	**$**	**57,500,000**	**$**	**55,926,692**
Lost Revenue Restricted Fund: For Period March 1, 2020 through February 28, 2021						
102 - Parking Systm	$	(2,083,489)	$	2,083,489		
103 - Convention	$	(4,704,032)	$	4,704,032		
Transient Occupancy Tax	$	(5,300,000)	$	5,300,000		
303 - Park Meter	$	(2,050,124)	$	2,050,124		
318 - Sawyer Pnt	$	(650,824)	$	650,824		
323 - Rec Spl Act	$	(2,066,665)	$	2,066,665		
326 - Park Misc Rev	$	(528,157)	$	528,157		
329 - Riverfront Park	$	(703,909)	$	703,909		
332 - Krohn	$	(488,469)	$	488,469		
347 - Hazard Abatemnt	$	(308,974)	$	308,974		
363 - Solid Waste	$	(31,937)	$	31,937		
395 - Health Centers	$	(1,100,000)	$	1,100,000		
412 - Food Serv	$	(944,487)	$	944,487		
446 - Hlth Netwrk	$	(882,244)	$	882,244		
Total Lost Revenue	**$**	**21,843,308**	**$**	**21,843,308**	**$**	**-**
Total Operating Fund Need	**$**	**135,270,000**	**$**	**79,343,308**	**$**	**55,926,692**
Balance	$	156,320,000	$	66,451,692	$	89,868,308
Support Programs:						
Pool Extended Season for CRC	$	400,000	$	200,000	$	200,000
Rec Center Extended Summer Hours	$	650,000	$	300,000	$	350,000
CVB Support	$	1,000,000	$	500,000	$	500,000
Social Services Operational Grants	$	3,100,000	$	3,100,000		
Public Museum Support	$	1,000,000	$	1,000,000		
ArtWorks Youth Employment Initiative	$	1,000,000	$	500,000	$	500,000
PIVOT	$	1,000,000	$	500,000	$	500,000
Keep Cincinnati Beautiful (KCB) Blight Abatement	$	500,000	$	250,000	$	250,000
CCAC	$	500,000	$	250,000	$	250,000
CEAI	$	980,000	$	490,000	$	490,000
Citilink Expansion	$	250,000	$	250,000	$	-
Blink 2022	$	1,000,000	$	-	$	1,000,000
Restaurant Grant Phase 2	$	4,000,000	$	4,000,000		

	Neighborhood Activation Fund	$	3,000,000	$	3,000,000		
	Neighborhood Business Districts Support Grants	$	4,000,000	$	2,000,000	$	2,000,000
	Minority Business Partnerships	$	3,000,000	$	3,000,000		
	Minority Business Accelerator-Ascend	$	5,000,000	$	2,500,000	$	2,500,000
	Women Business Program	$	3,000,000	$	1,500,000	$	1,500,000
	Performing Arts Support Grants	$	7,000,000	$	7,000,000		
	BLM Mural	$	250,000	$	125,000	$	125,000
	Tree Canopy Expansion	$	1,000,000	$	500,000	$	500,000
	Outdoor Dining Grant Program (Neighborhoods)	$	2,000,000	$	1,000,000	$	1,000,000
	Bethany House Additional Project Costs	$	1,300,000	$	1,300,000		
	Affordable Housing Trust Fund	$	5,000,000	$	2,500,000	$	2,500,000
	Harbor Program Expansion	$	500,000	$	350,000	$	150,000
	Port Authority Affordable Housing Projects	$	5,000,000	$	2,500,000	$	2,500,000
	Build Cincinnati Development Fund	$	2,000,000	$	1,000,000	$	1,000,000
	Additional Demolition Blight	$	5,000,000	$	2,500,000	$	2,500,000
Total Support Programs		**$**	**62,430,000**	**$**	**42,115,000**	**$**	**20,315,000**
Balance		**$**	**93,890,000**	**$**	**24,336,692**	**$**	**69,553,308**

Capital Projects:

Dept	**Description**	**Estimated Cost**					
CRC	Mercy West Hospital Boudinot Site Improvements	$	3,000,000			$	3,000,000
CMO	Citicable Truck and Equipment	$	300,000	$	300,000		
CPD	Winton Hills Shot Spotter	$	250,000	$	250,000		
CRC	Winton Hills Pool	$	4,200,000	$	1,900,000	$	2,300,000
CRC	Outdoor Facilities Renovations (41 locations)	$	6,100,000	$	2,000,000	$	4,100,000
DCED	King Records Building Improvements	$	2,000,000			$	2,000,000
DPS	Police & Fire Fleet Equipment Purchases	$	4,250,000	$	1,000,000	$	3,250,000
DPS	Facility Improvements Shovel Ready	$	3,725,000	$	1,286,692	$	2,438,308
DPS	A/C Upgrades	$	500,000	$	500,000		
DPS	Incinerator Demo	$	2,500,000			$	2,500,000
ECC	ECC Upgrades	$	800,000	$	500,000	$	300,000
ETS	Network Upgrades	$	1,500,000			$	1,500,000
ETS	Phone System Upgrade	$	1,500,000	$	750,000	$	750,000
Fire	Fire Training Center Tower	$	3,500,000			$	3,500,000
Fire	Firehouse Improvements	$	2,000,000			$	2,000,000
Health	Facility Improvements	$	1,500,000	$	750,000	$	750,000
Parks	Facility Improvements Shovel Ready	$	1,100,000	$	550,000	$	550,000
Parks	Trail Expansion Projects	$	2,723,000	$	1,000,000	$	1,723,000
Parks	Freedom Center Park	$	3,000,000			$	3,000,000
Parks	Smale Riverfront Park	$	1,500,000	$	750,000	$	750,000
Parks	Mt. Airy Trails Expansion	$	5,100,000	$	1,800,000	$	3,300,000
DOTE	Central Pkwy Streetscape Charles/Liberty Streetscape/Improvements	$	2,000,000	$	2,000,000		
DOTE	Glenway Avenue Improvements	$	1,250,000			$	1,250,000
DOTE	Rapid Run/Dunham Improvements	$	1,250,000			$	1,250,000
DOTE	Oasis Trail	$	3,000,000	$	3,000,000		
DOTE	W. 8th Safety Improvement (Lower Price Hill)	$	600,000			$	600,000
DOTE	Citywide Safety - HFST/Signage/Guardrail/Etc	$	1,000,000	$	500,000	$	500,000
DOTE	State Avenue Streetscape/Pedestrian Safety	$	2,000,000			$	2,000,000
DOTE	Central Parkway Phase 1 Bike Facility Upgrade	$	1,700,000			$	1,700,000
DOTE	CBD Vine Street, 8th Street and 9th Street 2 Way Conversion Phase 1	$	3,127,000			$	3,127,000
DOTE	CBD-OTR ROW Improvements	$	550,000			$	550,000

DOTE	Hi-light Downtown LED conversion	$	800,000			$	800,000
DOTE	Walnut Hills - E. McMillan Streetscape	$	675,000			$	675,000
DOTE	Lighting Improvements	$	6,590,000			$	6,590,000
DOTE	Berkshire Lane Pier Wall	$	400,000			$	400,000
DOTE	Grandin Road Pier Wall Extension	$	400,000			$	400,000
DOTE	Beekman Street Landslide Stabilization	$	300,000			$	300,000
DOTE	Columbia Parkway Landslide 600' South of Tusculum	$	700,000			$	700,000
DOTE	Monastery St Bridge Rehabilitation	$	300,000			$	300,000
DOTE	Clifton Shared Path	$	2,000,000	$	1,000,000	$	1,000,000
DOTE	ROW & Pedestrian Safety Improvements Outdoor Dining Urban Core	$	2,000,000	$	2,000,000		
DOTE	Street Rehab: Ridge Rd Improvements - Marburg to Beredith	$	3,000,000	$	1,500,000	$	1,500,000
DOTE	Street Rehab: Gilbert Av Improvements - Elsinore to Woodburn	$	2,000,000			$	2,000,000
DOTE	Street Rehab: Paxton Ave Rehab - Including realignment of Isabella intersection	$	2,200,000			$	2,200,000
DOTE	Street Rehab: River Rd Improvements - Fairbanks to Anderson Ferry	$	5,000,000	$	1,000,000	$	4,000,000
	Total Capital Projects	$	93,890,000	$	24,336,692	$	69,553,308
	Unallocated	$	0	$	0	$	-

EMERGENCY

City of Cincinnati

CMZ BWG

An Ordinance No. _____ - 2021

AUTHORIZING the establishment of American Rescue Plan grant project account no. 469x232xARP001, "Outdoor Dining & Pedestrian Safety Improvements," for the purpose of providing resources for the design and construction of right-of-way improvements including, but not limited to, sidewalks, streets, and parklets, that facilitate outdoor dining and enhance pedestrian safety in the urban core; AUTHORIZING the appropriation of the sum of $2,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x232xARP001, "Outdoor Dining & Pedestrian Safety Improvements," to provide resources for the design and construction of right-of-way improvements including, but not limited to, sidewalks, streets, and parklets, that facilitate outdoor dining and enhance pedestrian safety in the urban core; and further DECLARING that the "Outdoor Dining & Pedestrian Safety Improvements" capital improvement program project serves a public purpose as it will foster local improvements and investment, increase neighborhood vitality, and have an estimated life or period of usefulness of five years or more.

WHEREAS, resources in the amount of $2,000,000 are immediately needed for the design and construction of improvements located in the right-of-way including, but not limited to, sidewalks, streets, and parklets, that facilitate outdoor dining and enhance pedestrian safety in the urban core; and

WHEREAS, the City's dining establishments occupy an essential role in the vitality of the region's culture, community, workforce, and economy; and

WHEREAS, such establishments attract persons from throughout the region to Cincinnati and greatly enhance the vibrancy of the City to the direct benefit of its citizens and its economy; and

WHEREAS, dining establishments have experienced substantial losses in revenue and suffered substantial economic hardship caused by the COVID-19 pandemic; and

WHEREAS, the ability to expand operations onto sidewalks, streets, and in other public spaces provides critical economic assistance for the recovery and continued viability of restaurants during the COVID-19 pandemic and its aftermath; now, therefore,

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

Section 1. That the Director of Finance is hereby authorized to establish American Rescue Plan grant project account no. 469x232xARP001 "Outdoor Dining & Pedestrian Safety Improvements," for the purpose of providing resources for the design and construction of right-of-

way improvements including, but not limited to, sidewalks, streets, and parklets (the "Outdoor Dining ROW Improvements"), that facilitate outdoor dining and enhance pedestrian safety in the urban core.

Section 2. That the sum of $2,000,000 is hereby appropriated to newly established American Rescue Plan grant project account 469x232xARP001, "Outdoor Dining & Pedestrian Safety Improvements," to provide resources for the design and construction of improvements that facilitate outdoor dining and enhance pedestrian safety in the urban core.

Section 3. That the Outdoor Dining ROW Improvements capital improvement program project will foster local improvements and investment, increase neighborhood vitality, and have an estimated life or period of usefulness of five years or more is hereby declared to serve a public purpose.

Section 4. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of Sections 1 and 2 hereof.

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to implement authorized American Rescue Plan-related support programs.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

city of CINCINNATI

Interdepartmental Correspondence Sheet

202101465

Date: April 13, 2021

To: Mayor John Cranley

From: Andrew W. Garth, City Solicitor AWG

Subject: **Emergency Ordinance – ARP for Outdoor Dining ROW**

Transmitted herewith is an emergency ordinance captioned as follows:

> **AUTHORIZING** the establishment of American Rescue Plan grant project account no. 469x232xARP001, "Outdoor Dining & Pedestrian Safety Improvements," for the purpose of providing resources for the design and construction of right-of-way improvements including, but not limited to, sidewalks, streets, and parklets, that facilitate outdoor dining and enhance pedestrian safety in the urban core; AUTHORIZING the appropriation of the sum of $2,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x232xARP001, "Outdoor Dining & Pedestrian Safety Improvements," to provide resources for the design and construction of right-of-way improvements including, but not limited to, sidewalks, streets, and parklets, that facilitate outdoor dining and enhance pedestrian safety in the urban core; and further DECLARING that the "Outdoor Dining & Pedestrian Safety Improvements" capital improvement program project serves a public purpose as it will foster local improvements and investment, increase neighborhood vitality, and have an estimated life or period of usefulness of five years or more.

AWG/CMZ/(lnk)
Attachment
336221

{00336468-1}

city of CINCINNATI
Interdepartment Correspondence Sheet

202101408

April 8, 2021

FOR YOUR INFORMATION

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

Subject: **Funding Priorities for Coronavirus Local Fiscal Recovery Fund – Additional Details**

The FYI Memo titled "Funding Priorities for Coronavirus Local Fiscal Recovery Fund (Memo #4198) released on March 24, 2021 provided a list of the City Administration's recommendations and funding priorities for the expected federal relief funds to be received as part of the American Rescue Plan (ARP). The following list of priorities provides additional details for each item contained on the original list.

One change has been made to the original list. The capital project amount needed for Smale Riverfront Park was originally split over two years. However, the project will need the entire amount sooner than anticipated so the funding has been changed so that the entire $1,500,000 allocation is now in Year 1. To accommodate that change, $750,000 of the Mt. Airy Trails Expansion project has been shifted from Year 1 to Year 2.

Fiscal Stability:

Operating Budget Needs for FY 2021, FY 2022, and FY 2023
This category is for expenses incurred by the City related to the pandemic and/or replacement of lost General Fund revenue.

- **FY 2021 Need – $18,700,000 (Year 1)**
  This is the projected budget deficit for the remainder of FY 2021 based on the monthly Budget Monitoring report through the period ending January 31, 2021. This amount will be reviewed as part of the Final Adjustment Ordinance (FAO) process in April 2021 and is subject to change.

- **Negotiated Hazard Pay – $2,800,000 (Year 1)**
  This amount is set aside for hazard pay for City employees who have not been able to work remotely during the pandemic. It is subject to negotiation with the various bargaining units.

- **Public Health COVID Response: Equity Outreach, Vaccine Distribution, PPE, Testing, and Tracing – $5,000,000 (Year 1) and $2,426,692 (Year 2)**
  This amount is set aside for a variety of public health needs related to the pandemic and will cover any Health Department costs that are not covered by a grant or Federal Emergency Management Agency (FEMA) reimbursement.

- **FY 2022 Projected Operating Budget Deficit – $31,000,000 (Year 1)**
  This is the projected budget deficit for the FY 2022 based on the Tentative Tax Budget and subsequent adjustments.

- **FY 2022 Income Tax Contingency – $18,500,000 (Year 2)**
  This amount is set aside as a contingency to the court case challenging the ability of Ohio cities to levy an income tax on remote workers who otherwise would be working in the City if not for the pandemic. It is based on an estimate from the City's Income Tax Division of the Department of Finance and the University of Cincinnati's Economics Center. This contingency also relates to a possible reduction of the income tax revenue estimate for FY 2022 and FY2023 respectively as more employees may continue to work from home after the emergency order is lifted. These estimates are being refined and a further update will be provided later this month.

- **FY 2023 Projected Operating Budget Deficit - $35,000,000 (Year 2)**
  This is the projected budget deficit for the second year of the biennium based on the Tentative Tax Budget and subsequent adjustments.

Restricted Funds Lost Revenue

This category is for the replacement of lost Restricted Funds revenue based on the period of March 1, 2020 through February 28, 2021. It is net of reduced expenses in the respective funds.

- **Fund 102 – Parking Systems Facilities – $2,083,489 (Year 1)**
  This would replace lost revenue from various downtown off-street parking including parking lots and garages.

- **Fund 103 – Convention Center – $4,704,032 (Year 1)**
  This would replace lost revenue from the cancellation of various events at the Duke Energy Convention Center (DECC).

- **Transient Occupancy Tax – $5,300,000 (Year 1)**
  This would replace lost revenue due to the decline in lodging furnished to transient guests.

- **Fund 303 – Parking Meter – $2,050,124 (Year 1)**
  This would replace lost revenue from parking meters and parking enforcement in the City.

- **Fund 318 – Sawyer Point – $650,824 (Year 1)**
  This would replace lost revenue for activities, programs, and events that were cancelled at Sawyer Point.

- **Fund 323 – Recreation Special Activities – $2,066,665 (Year 1)**
  This would replace lost revenue for rentals, activities, programs, events, day camps, and swimming pool fees that were cancelled or reduced at various City recreation centers and facilities.

- **Fund 326 – Park Donations Special Activities – $528,157 (Year 1)**
  This would replace lost revenue for various activities that were cancelled or reduced at various Parks facilities.

- **Fund 329 – Riverfront Park – $703,909 (Year 1)**
  This would replace lost revenue for activities, programs, and events that were cancelled or reduced at Smale Riverfront Park.

- **Fund 332 – Krohn Conservatory – $488,469 (Year 1)**
  This would replace lost revenue for activities, programs, and events that were cancelled at the Krohn Conservatory.

- **Fund 347 – Hazard Abatement – $308,974 (Year 1)**
  This would replace lost revenue from the Vacant Building Maintenance License (VBML) fees and Residential Rental Registration program fees.

- **Fund 363 – Solid Waste Disposal Control – $31,937 (Year 1)**
  This would replace lost revenue from the solid waste disposal license fees.

- **Fund 395 – Community Health Centers Activity – $1,100,000 (Year 1)**
  This would replace lost revenue from all health center sites included in the Federally Qualified Health Centers (FQHC)'s scope of operation due to reduced patient visits and services.

- **Fund 412 – Food Service License Fees – $944,487 (Year 1)**
  This would replace lost revenue from food service license fees due to reduced operations at food service locations.

- **Fund 446 - Health Network – $882,244 (Year 1)**
  This would replace lost revenue from the Cincinnati Health Network due to reduced reimbursements for various health services provided by the Cincinnati Health Department.

Support Programs:
This category is for expenses related to providing support to various programs and entities in three main areas:

- Job Creation, Economic Growth, and Housing Stability
    - Designed to address the economic impacts of COVID-19 by creating job opportunities and encouraging economic growth.
- Critical Financial Support for Cultural Institutions, Small Business, and Community Partners
    - Designed to offset the financial difficulties organizations have experienced including increased debt, staff reductions, and operational reductions.
- Safe Activation of Civic Spaces and Community Building in Neighborhoods
    - Designed to support community building activities in neighborhoods.

- **Pool Extended Season for CRC – $200,000 (Year 1) and $200,000 (Year 2)**
  This would provide funding to extend the season for Cincinnati Recreation Commission (CRC) pools for the summers of 2021 and 2022.
- **Rec Center Extended Summer Hours – $300,000 (Year 1) and $350,000 (Year 2)**
  This would provide funding to allow for extended hours at various CRC recreation centers for the summers of 2021 and 2022.
- **CVB Support – 500,000 (Year 1) and $500,000 (Year 2)**
  This would provide operational support to the Cincinnati USA Convention & Visitors Bureau.
- **Social Services Operational Grants – $3,100,000 (Year 1)**
  This would restore funding to leveraged support agencies who had their FY 2020 budget allocations reduced by 25% in the spring of 2020.
- **Public Museum Support – $1,000,000 (Year 1)**
  This would provide operational support to public museums.
- **ArtWorks Youth Employment Initiative – $500,000 (Year 1) and $500,000 (Year 2)**
  This would provide funding to ArtWorks for their Youth Employment Initiative.
- **PIVOT – $500,000 (Year 1) and $500,000 (Year 2)**
  This would provide funding to the Cincinnati Police Department's Place-Based Investigations of Violent Offender Territories (PIVOT) program.
- **Keep Cincinnati Beautiful (KCB) Blight Abatement – 250,000 (Year 1) and 250,000 (Year 2)**
  This would provide funding to Keep Cincinnati Beautiful to provide funds for abating blight in the City.
- **CCAC - $250,000 (Year 1) and $250,000 (Year 2)**
  This would provide funding for capital support for the Clifton Cultural Arts Center (CCAC) and their capital campaign to improve the facility.
- **CEAI Development Support – $490,000 (Year 1) and $490,000 (Year 2)**
  This would provide funds for developmental support for the Community Economic Advancement Initiative (CEAI) in the Bond Hill and Roselawn area.
- **Citilink Expansion – $250,000 (Year 1) and $250,000 (Year 2)**
  This would provide funds for expansion of the Citilink campus in the West End, to facilitate expanded program services.

- **Blink 2022 – $1,000,000 (Year 2)**
  This would provide funds to support the return of the light-based art festival BLINK to the City during 2022.
- **Restaurant Grant Phase 2 – $4,000,000 (Year 1)**
  This would provide funds for a second phase of the local economic stimulus plan to support dining and drinking establishments in the City.
- **Neighborhood Activation Fund – $3,000,000 (Year 1)**
  This would provide funds for neighborhood activation and events in public spaces throughout the City.
- **Neighborhood Business Districts Support Grants – $2,000,000 (Year 1) and $2,000,000 (Year 2)**
  This would provide additional funds for businesses located in the Neighborhood Business Districts.
- **Minority Business Partnerships – $3,000,000 (Year 1)**
  This would provide funds for a partnership with the Urban League and The Port for real estate and back office support for minority businesses.
- **Minority Business Accelerator – Ascend – $2,500,000 (Year 1) and $2,500,000 (Year 2)**
  This would provide funds to Ascend*Cincy, a partnership between the City, Urban League, the Greater Cincinnati African American Chamber of Commerce and the Minority Business Accelerator to provide staffing, accounting, human resources, financial coaching, and other assistance to Black-owned businesses.
- **Women Business Program – $1,500,000 (Year 1) and $1,500,000 (Year 2)**
  This would provide funds to support women owned businesses through a partnership with Main Street Venture for women owned businesses.
- **Performing Arts Support Grants – $7,000,000 (Year 1)**
  This would provide funds to support various performing arts including theaters and the symphony with funds set aside for public performances around the City.
- **BLM Mural – $125,000 (Year 1) and $125,000 (Year 2)**
  This would provide funds to restore the Black Lives Matter (BLM) mural on Plum Street outside of City Hall and would also provide funds for a historical plaque explaining the mural's backstory and events centered around the mural.
- **Tree Canopy Expansion – $500,000 (Year 1) and $500,000 (Year 2)**
  This would provide funds to expand the tree canopy program to plant additional trees in an effort to mitigate heat in City neighborhoods.
- **Outdoor Dining Grant Program (Neighborhoods) – $1,000,000 (Year 1) and $1,000,000 (Year 2)**
  This would provide resources for a grant program to cover the cost of the design and construction of public infrastructure improvements that facilitate outdoor dining and increase pedestrian safety in various City neighborhoods.
- **Bethany House Additional Project Cost – $1,300,000 (Year 1)**
  This would provide funds to Bethany House for their new shelter for clients.
- **Affordable Housing Trust Fund – $2,500,000 (Year 1) and $2,500,000 (Year 2)**
  This would be an allocation set aside for the Affordable Housing Trust Fund.

- **Harbor Program Expansion – $350,000 (Year 1) and $150,000 (Year 2)**
  This would provide funds for the Homeowner Assistance Repairs and Building Order Remission (HARBOR) program in the Department of Buildings and Inspections which provides financial assistance to low-income, owner-occupied homeowners through grants.
- **Port Authority Affordable Housing Projects – $2,500,000 (Year 1) and $2,500,000 (Year 2)**
  This would provide funds to The Port to be used specifically on development projects for single family affordable housing.
- **Build Cincinnati Development Fund – $1,000,000 (Year 1) and $1,000,000 (Year 2)**
  This would provide additional funds for the Build Cincinnati Development Fund to help revitalize neighborhoods.
- **Additional Demolition Blight – $2,500,000 (Year 1) and $2,500,000 (Year 2)**
  This would provide funds for the demolition of blighted buildings in the City.

Capital Investment:
This category is designed to improve City services and improve the quality of life of citizens through various capital investments.

- **Mercy West Hospital Boudinot Site Improvements – $3,000,000 (Year 1)**
  This would provide funds for site improvements on the site of the former Mercy West Hospital Boudinot location.
- **CitiCable Truck and Equipment – $300,000 (Year 1)**
  This would provide funds in the Office of Communications in the City Manager's Office for a new CitiCable mobile truck and related equipment for remote broadcasts.
- **Winton Hills Shot Spotter – $250,000 (Year 1) and $250,000 (Year 2)**
  This would provide funds to the Cincinnati Police Department to expand the ShotSpotter installation to Winton Hills.
- **Winton Hills Pool – $1,900,000 (Year 1) and $2,300,000 (Year 2)**
  This would provide funds to the Cincinnati Recreation Commission to renovate the Winton Hills pool.
- **Outdoor Facilities Renovations (41 locations) – $2,000,000 (Year 1) and $4,100,000 (Year 2)**
  This would provide funds to the Cincinnati Recreation Commission for the renovation of a variety of outdoor facilities at various CRC properties covering 41 locations. Renovations would include improvements to ballfields, basketball courts, tennis courts, shelters, playgrounds, and parking areas,
- **King Records Building Improvements – $2,000,000 (Year 2)**
  This would provide funds for the Department of Community and Economic Development (DCED) to make necessary improvements to preserve and rehabilitate the King Records Building.

- **Police & Fire Fleet Equipment Purchases – $1,000,000 (Year 1) and $3,250,000 (Year 2)**
  This would provide funds to Fleet Services in the Department of Public Services (DPS) to purchase a variety of public safety related fleet vehicles including pumper trucks, ladder trucks, and ambulances.
- **Facility Improvements Shovel Ready – $1,286,692 (Year 1) and $2,438,308 (Year 2)**
  This would provide funds for City Facilities Management (CFM) in the Department of Public Services for a variety of shovel ready facility improvements including roof replacements, restroom renovations, and accessibility upgrades.
- **A/C Upgrades – $500,000 (Year 1) and $500,000 (Year 2)**
  This would provide funds for CFM in DPS to upgrade various air conditioning units at city facilities.
- **Incinerator Demo – $2,500,000 (Year 2)**
  This would provide funds for DPS for the demolition of the West Fork Incinerator which includes the cleanup of the hazardous waste that has been inside the brick building where the City once burned trash until federal regulations shut down it down in 1971.
- **ECC Upgrades – $500,000 (Year 1) and $300,000 (Year 2)**
  This would provide funds to the Emergency Communications Center (ECC) for a variety of facility and technological upgrades at the City's 9-1-1 Call Center and the backup call center.
- **Network Upgrades – $1,500,000 (Year 2)**
  This would provide funds to Enterprise Technology Solutions to perform necessary upgrades to the City's network including fiber cables, routers, and switches.
- **Phone System Upgrade – $750,000 (Year 1) and $750,000 (Year 2)**
  This would provide funds to ETS to upgrade the City's phone system to a Voice Over Internet Protocol (VOIP) system.
- **Fire Training Center Tower – $3,500,000 (Year 2)**
  This would provide funds to CFM to build a Fire Training Center tower to be used as a training environment for firefighters to experience conditions similar to actual fire calls, but in a controlled way.
- **Firehouse Improvements – $2,000,000 (Year 2)**
  This would provide funds for CFM to renovate various Cincinnati fire stations and fire training facilities including new women's restrooms, locker rooms, and other necessary renovations at various Cincinnati fire stations and fire training facilities.
- **Facility Improvements – $750,000 (Year 1) and $750,000 (Year 2)**
  This would provide funds for various facility improvements at Cincinnati Health Department locations including renovating the third floor of the Health Department Administration building at Burnet & King to convert the former lab into useable office space; the remodeling of the ground floor at Burnet & King; and making heating, ventilation, and air conditioning (HVAC) and safety updates at various Health Department locations.

- **Facility Improvements Shovel Ready – $550,000 (Year 1) and $550,000 (Year 2)**
  This would provide funds for various shovel ready facility improvements at Cincinnati Parks Department locations including renovations to buildings, sidewalks, and parking areas as well as roof replacements.
- **Trail Expansion Projects – $1,000,000 (Year 1) and $1,723,000 (Year 2)**
  This would provide funds to the Cincinnati Parks Department to expand various trails with appropriate signage.
- **Freedom Center Park – $3,000,000 (Year 2)**
  This would provide funds to construct a park outside of the Freedom Center.
- **Smale Riverfront Park – $1,500,000 (Year 1)**
  This would provide funds to the Cincinnati Parks Department to complete the design for Smale Riverfront Park.
- **Mt. Airy Trails Expansion – $1,050,000 (Year 1) and $4,050,000 (Year 2)**
  This would provide funds to the Cincinnati Parks Department for the expansion of the Mt. Airy Trails with a four-mile walking/biking paved loop paralleling the roadway in the park. Additionally, funds would be provided for a trails master plan for Mt. Airy.
- **Central Parkway Streetscape Charles/Liberty Streetscape/ Improvements – $2,000,000 (Year 1)**
  This would provide partial funding for a proposed public-private partnership to renovate the Central Parkway streetscape running from Charles Street to Liberty Street.
- **Glenway Avenue Improvements – $1,250,000 (Year 2)**
  This would provide funding for a planned economic development project, undertaken by the Port of Greater Cincinnati Development Authority and Price Hill Will, to improve a portion of the Glenway Avenue Business District in West Price Hill.
- **Rapid Run/Dunham Improvements – $1,250,000 (Year 2)**
  This would provide funding for public recreation improvements to link Rapid Run Park and Dunham Recreation Center.
- **Oasis Trail – $3,000,000 (Year 1)**
  This will provide funds for the Oasis Trail which will be a five-mile rails-to-trails recreational path that links downtown Cincinnati to a network of other regional bike trails.
- **West 8th Safety Improvement (Lower Price Hill) – $600,000 (Year 2)**
  This would provide funding for pedestrian safety improvements along West 8th Street between State Avenue and the 8th Street Viaduct in Lower Price Hill. The project will include bump-outs and median islands.
- **Citywide Safety - HFST/Signage/Guardrail/Etc. – $500,000 (Year 1) and $500,000 (Year 2)**
  This would provide funds to DOTE to improve various aspects of roadway safety including High Friction Surface Treatment (HFST), signage, guardrails, etc.

- **State Avenue Streetscape/Pedestrian Safety – $2,000,000 (Year 2)**
  This project would provide funds for a streetscape and pedestrian safety improvements along State Avenue between West 8th Street and St. Michael Street in Lower Price Hill. The project will include bump-outs, new curb and walk and street trees.
- **Central Parkway Phase 1 Bike Facility Upgrade – $1,700,000 (Year 2)**
  This would provide funds to DOTE to make intersection and other improvements along the Central Parkway Phase 1 Bike Facility, between Plum Street and Marshall Avenue to improve safety for all users.
- **CBD Vine Street, 8th Street and 9th Street 2 Way Conversion Phase 1 – $3,127,000 (Year 2)**
  This would provide partial funding to DOTE for street improvements to convert Vine Street, 8th Street, and 9th Street to two-way traffic in the Central Business District. Full funding for all 3 streets is $5,100,000.
- **CBD-OTR ROW Improvements – $550,000 (Year 2)**
  This would provide funds to DOTE to make various ROW improvements in the Central Business District (CBD) in the Over-The-Rhine neighborhood.
- **Hi-light Downtown LED conversion – $800,000 (Year 2)**
  This would provide funds to DOTE to convert lights in the Central Business District (CBD) to Light Emitting Diode (LED).
- **Walnut Hills - East McMillan Streetscape – $675,000 (Year 2)**
  This would provide funds to construct the next phase of the East McMillan Streetscape between Kemper Lane and Chatham Street. The project will include sidewalk, lighting, and trees to match the previous completed phases.
- **Lighting Improvements – $6,590,000 (Year 2)**
  This would provide funds for DOTE to make various lighting improvements.
- **Berkshire Lane Pier Wall – $400,000 (Year 2)**
  This would provide funds for DOTE to make improvements to the Berkshire Lane Pier wall.
- **Grandin Road Pier Wall Extension – $400,000 (Year 2)**
  This would provide funds for DOTE to make improvements to the Grandin Road Pier Wall.
- **Beekman Street Landslide Stabilization – $300,000 (Year 2)**
  This would provide funds for DOTE to stabilize Beekman Street to prevent landslides.
- **Columbia Parkway Landslide 600' South of Tusculum – $700,000 (Year 2)**
  This would provide funds for DOTE to stabilize Columbia Parkway in the designated area to prevent landslides.
- **Monastery Street Bridge Rehabilitation – $300,000 (Year 2)**
  This would provide funds for DOTE to rehabilitated Monastery Street Bridge to maintain safety.
- **Clifton Shared Path – $1,000,000 (Year 1) and $1,000,000 (Year 2)**
  This would provide funds for DOTE to make Right-of-Way (ROW) improvements along the Clifton Shared Path.

- **ROW & Pedestrian Safety Improvements Outdoor Dining Urban Core – $2,000,000 (Year 1) and $2,000,000 (Year 2)**
  This would provide funds for DOTE to make ROW improvements in the Urban Core designed to enhance pedestrian safety and accommodate outdoor dining.
- **Street Rehab: Ridge Road Improvements - Marburg to Beredith – $1,500,000 (Year 1) and $1,500,000 (Year 2)**
  This will provide funds to DOTE for street rehabilitation in the designated area which includes repairs to curbs, pavements, and resurfacing the roadway.
- **Street Rehab: Gilbert Avenue Improvements - Elsinore to Woodburn – $2,000,000 (Year 2)**
  This will provide funds to DOTE for street rehabilitation in the designated area which includes repairs to curbs, pavements, and resurfacing the roadway.
- **Street Rehab: Paxton Avenue Rehab - Including realignment of Isabella intersection – $2,200,000 (Year 2)**
  This will provide funds to DOTE for street rehabilitation in the designated area which includes repairs to curbs, pavements, and resurfacing the roadway.
- **Street Rehab: River Road Improvements - Fairbanks to Anderson Ferry – $1,000,000 (Year 1) and $4,000,000 (Year 2)**
  This will provide funds to DOTE for street rehabilitation in the designated area which includes repairs to curbs, pavements, and resurfacing the roadway.

City of Cincinnati

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Steven P. Goodin
Councilmember

April 6, 2021

MOTION

Each year, Council offices receive several requests from constituents for "speed humps" to slow down traffic on the streets where they live. Unfortunately, due to budget constraints, the Department of Transportation Engineering's (DOTE) Neighborhood Street Calming Program that provides the speed humps has not been funded since FY2018. **WE MOVE** that $100,000 from the American Rescue Plan Act be allocated to fund the DOTE's Neighborhood Street Calming Program for 2022.

Councilmember Steven Goodin

City of Cincinnati

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Jan-Michele Lemon Kearney
Councilmember

April 5, 2021

MOTION

WE MOVE that City Council allocate $350,000 from the American Rescue Plan Act to the non-profit organization, The Mark, created by to assist with the stabilization and purchase of St. Mark Church, 3500 Montgomery Rd. in Evanston.

STATEMENT

The Mark is a 501(c)(3) created by residents of Evanston to purchase and then transform the St. Mark Church building into a cultural, artistic, and neighborhood hub with tenant stakeholders that will attract members and clientele from throughout Greater Cincinnati.

The Mark Board of Directors has requested $250,000 from the American Rescue Plan Act to assist with the purchase of St. Mark's Church and $100,000 from the American Rescue Plan Act to assist with physical stabilization of the building for a total of $350,000. The Mark has entered into a contract for $650,000 to purchase the church. The Evanston Community Council has approved $400,000 in Tax Increment Financing funds to go toward the purchase price.

St. Mark Church was built more than 115 years ago but has not been in use since the church's last service in 2010. The Evanston Community Council completed a 10-year plan for 2019-2029 to enhance the Evanston neighborhood. The preservation and reactivation of St. Mark is a top priority in the plan. The structure includes 35,682 square feet of activity space and will be used as a community center to benefit the neighborhood and the region.

The Mark will solicit a combination of public and private funding to assist with further renovation of the building.

Jan-Michele Lemon Kearney

Councilmember Jan-Michele Lemon Kearney

Cal Budget + Finance
JB

4/5/21

City of Cincinnati

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Jan-Michele Lemon Kearney
Councilmember

MOTION

WE MOVE that City Council fund the City's HARBOR (Homeowner Assistance Repairs and Building Order Remission) program with $2 million from the American Rescue Plan Act to give financial assistance to low-income and moderate-income, owner-occupied homeowners who receive housing code violations on their property.

WE FURTHER MOVE that the HARBOR program continue to work with People Working Cooperatively and maintain the HARBOR program's existing guidelines with one addition: The Department of Building & Inspections will consider including a provision where homeowners at or greater than 80% of the Area Median Income as determined by HUD are required to pay back the funds provided to them from the HARBOR Fund, so that such funds are distributed to them as a low-interest loan.

Jan-Michele Lemon Kearney

Councilmember Jan-Michele Lemon Kearney

STATEMENT

Many homeowners who receive housing code violations are unable to make repairs due to lack of financial resources, especially after the recent COVID pandemic where more families are struggling to make ends meet. Property values and the quality of life of neighbors will be negatively impacted if unsafe conditions and blight are not abated. In addition, non-compliance can result in homeowners losing their homes through foreclosure when fees for non-compliance accrue and are added to property taxes, or when violations result in judicial action. The HARBOR program meets the dual goals of keeping Cincinnati's properties up to code and preventing homeowners from losing their homes due to financial inability to make repairs.

The HARBOR pilot program was established in 2018 with $400,000 and was administered by the City's Department of Building & Inspections. Through a Request for Proposal, People Working Cooperatively (PWC) was selected to perform services under the program. The HARBOR program was able to assist 21 homeowners.

Clearly, ongoing funding will be needed in the future. In addition to requiring recipients at or above 80% of AMI to pay back the funds into the HARBOR program at a low interest rate, other sources to fund the HARBOR program should be considered, such as federal CDBG entitlement funds that can be used to benefit households at or below 80% of AMI.

Cal ⇒ Budget & Finance

CAL JB

4/5/21

City of Cincinnati

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Jan-Michele Lemon Kearney
Councilmember

MOTION

WE MOVE for City Council to deposit $50 million from the American Rescue Plan Act funds into the City of Cincinnati's Affordable Housing Trust Fund that was established in 2018 from the sale of the Norfolk Railroad.

WE FURTHER MOVE for each neighborhood community council annually to consider and recommend the transfer to the City's Affordable Housing Trust Fund, a portion of the 25 percent of the neighborhood's Tax Increment Financing (TIF) dollars reserved for affordable housing.

WE FURTHER MOVE for each neighborhood community council annually to consider and recommend the transfer to the City's Affordable Housing Trust Fund a portion of the neighborhood's Voluntary Tax Incentive Contribution Agreement (VTICA) funds reserved for affordable housing.

Jan-Michele Lemon Kearney

Councilmember Jan-Michele Lemon Kearney

STATEMENT

The City of Cincinnati established an Affordable Housing Trust Fund in 2018 with the sale of the Norfolk Railroad and the deposit of $700,000 into the Fund. Such amount is inadequate to meet the need for affordable housing throughout the City of Cincinnati where organizations such as LISC estimate that Cincinnati has a deficit of approximately 28,000 affordable housing units.

The Affordable Housing Trust Fund needs an ongoing source of funding. Annual contributions to the City's Affordable Housing Trust Fund from portions of the Tax Increment Financing and neighborhoods' VTICA would provide ongoing funding. However, it is imperative that there is community engagement on the spending of such funds. Therefore, each year community councils would make recommendations to City Council on the amount of funds to deposit into the City's Affordable Housing Trust Fund from the portion of the neighborhoods' TIF and VTICA funds that are required to be spent on affordable housing.

Cal → Budget & Finance

Cal JB

City of Cincinnati

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202101399

Steven P. Goodin
Councilmember

April 7, 2021

MOTION

WE MOVE that monies from the American Rescue Plan Act be allocated to fund the below neighborhood projects in an amount to be determined:

Camp Washington Road Infrastructure Improvements for bike lane development, street repaving, restriping and sidewalk repair.

Taft/McMillan Two-Way project for potential cost overrun.

OTR Bell Tower for preservation and restoration of the historic First Lutheran Church Bell Tower.

Councilmember Steven Goodin

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202101392

Betsy Sundermann
Cincinnati City Councilmember

April 6, 2021

MOTION

WE MOVE that the Administration draft an ordinance to provide $3,000,000 to the Cincinnati USA Convention & Visitors Bureau (CVB) for the purposes of partially assisting them in returning to pre-pandemic staffing levels and recovering both retroactively and proactively from losses occurred already and those projected until 2024. The source should be anticipated federal relief funds through the American Rescue Plan.

Betsy Sundermann
Betsy Sundermann

Liz Keating

STATEMENT

The CVB is a vital local organization that brings outside dollars to the City of Cincinnati and the region, increasing the local economy by attracting visitors from outside the area to major events. This unique position makes them invaluable to the overall economic wellbeing of our city.

Just prior to the pandemic occurring in 2019, visitors spent $5 billion in our region and supported 80,000 jobs and over a billion dollars in tax revenue. Hotel occupancy and revenue were at their highest rates in a decade.

As 95% of their funding comes from lodging taxes through the local Transient Occupancy Tax, the CVB has been devastated by the COVID-19 pandemic and subsequent lack of traveling, as tourism, conventions, and business trips virtually ceased for a year and are only very slowly resuming.

(next page)

The CVB lost approximately $6,000,000 in funding from the massive reduction of the lodging tax, resulting in major furloughs of their staff, suspension of their investments in strategic partnerships, and termination of all advertising. The industry is not expected to return to normal levels until 2024, which will result in CVB continuing to experience repercussions of the pandemic well after most organizations have returned to "normal."

The timing of this funding request is critical to get ahead of the projected increase in travel due to vaccinations occurring and the pandemic and its restrictions easing up.

The CVB will use this money to become fully staffed to their new-normal levels and to draw people and revenue to Cincinnati, which benefits all of our citizens, the local economy, and efforts to recover from the detrimental effects of COVID-19. Investing these funds in CVB is investing in the recovery and return to prosperity of Cincinnati.

city of CINCINNATI
Interdepartment Correspondence Sheet

April 14, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager 202101416

Subject: **Emergency Ordinance – Lead Hazard Reduction Grant Reconciliation Ordinance Amendment**

Attached is an Emergency Ordinance captioned:

> **AMENDING** Ordinance No. 304-2020 to authorize the City Manager to apply for, accept, and appropriate a grant in the amount of up to $3,500,000 from the United States Department of Housing and Urban Development Office of Lead Hazard Control and Healthy Homes, Lead Hazard Reduction Grant Program (CFDA 14.905) to Lead Hazard Control Research Grant Fund 387 for the purpose of identifying and controlling lead-based paint hazards in eligible, privately owned housing for low-income occupants.

Approval of this Emergency Ordinance will amend Ordinance No. 0304-2020 to authorize the City Manager to apply for, accept, and appropriate a grant in the amount of up to $3,500,000 from the United States Department of Housing and Urban Development Office of Lead Hazard Control and Healthy Homes, Lead Hazard Reduction Grant Program (CFDA 14.905) to the unappropriated surplus of Lead Hazard Control Research Grant Fund 387 for the purpose of identifying and controlling lead-based paint hazards in eligible, privately owned housing for low-income occupants.

This grant requires a local match of $310,000, which will be provided by in-kind services from the General Fund, the Community Development Block Grant (CDBG) Fund, and through private resources.

There are no additional FTE associated with this grant.

The reason for the emergency is the immediate need to timely accept the grant funds.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

E M E R G E N C Y

CFG

-2021

AMENDING Ordinance No. 304-2020 to authorize the City Manager to apply for, accept, and appropriate a grant in the amount of up to $3,500,000 from the United States Department of Housing and Urban Development Office of Lead Hazard Control and Healthy Homes, Lead Hazard Reduction Grant Program (CFDA 14.905) to Lead Hazard Control Research Grant Fund 387 for the purpose of identifying and controlling lead-based paint hazards in eligible, privately owned housing for low-income occupants.

WHEREAS, on September 16, 2020, Council approved Ordinance No. 304-2020 authorizing the application for, acceptance, and appropriation of up to $3,000,000 from the U.S. Department of Housing and Urban Development ("HUD") Healthy Homes Production Grant program, for the purpose of remediating lead-based paint hazards in privately owned housing for low-income occupants; and

WHEREAS, Ordinance No. 304-2020 provided that no local match was required for the grant; and

WHEREAS, Ordinance No. 304-2020 authorized the City Manager to appropriate the grant funds to Public Health Research Fund 350; and

WHEREAS, after Council's approval of Ordinance No. 304-2020, HUD awarded the City grant funding in the amount of $3,500,000, with a local match of $310,000; and

WHEREAS, an amendment to Ordinance No. 304-2020 is required to reconcile the correct grant amount, local match requirements, other grant stipulations, and the appropriation of the grant funds to Lead Hazard Control Research Grant Fund 387; now, therefore,

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

Section 1. That Sections 1, 2, 3, and 4 of Ordinance 304-2020, approved by the City Council on September 16, 2020, are hereby amended as follows:

> Section 1. That the City Manager is hereby authorized to apply for, accept, and appropriate a grant in the amount of up to ~~$3,000,000~~ $3,500,000 from the United States Department of Housing and Urban Development~~'s Healthy Homes Production Grant program~~ Office of Lead Hazard Control and Healthy Homes, Lead Hazard Reduction Grant Program (CFDA 14.905) to Lead Hazard Control Research Grant Fund 387 for the purpose of ~~helping to remediate properties with lead hazards and for the promotion and development of Healthy Homes Supplemental funding.~~ identifying and controlling lead-based paint hazards in eligible, privately owned housing for low-income occupants.

Section 2. ~~That if the grant is awarded, the Director of Finance is hereby authorized to receive and deposit the grant funds into Public Health Research Fund 350.~~ That the proper City officials are authorized to use and expend the sum of up to $3,500,000 in accordance with the grant terms and Section 1 hereof.

~~Section 3. That the proper City officials are authorized to use and expend the sum of up to $3,000,000 in accordance with the grant terms and Sections 1 and 2 hereof.~~

Section 3.4~~.~~ That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Section 2. That all terms of Ordinance No. 304-2020 not amended by this ordinance remain in full force and effect.

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 timely accept the grant funds.

Passed: _____

_____
John Cranley, Mayor

Attest: _____
Clerk

_____
Deletions are struck through. Additions are underlined.

city of CINCINNATI
Interdepartment Correspondence Sheet

April 14, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager 202101417

Subject: **Emergency Ordinance – Housing Opportunities for Persons with HIV/AIDS (HOPWA) Grant 2021 Annual Action Plan**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the acceptance and appropriation of the sum of $1,281,332 from the United States Department of Housing and Urban Development to Housing Opportunities for Persons with HIV/AIDS Fund 465; and ANNOUNCING the City's intention to use said sum for various projects and operating allocations for the Housing Opportunities for Persons with HIV/AIDS Grant Program for Calendar Year 2021 and to file the 2021 Annual Action Plan, in accordance with the attached Appropriation Schedule.

Approval of this Emergency Ordinance will authorize the acceptance and appropriation of the sum of $1,281,332 from the United States Department of Housing and Urban Development to Housing Opportunities for Persons with HIV/AIDS Fund 465. Approval of this Emergency Ordinance will also announce the City's intention to use said sum for various projects and operating allocations for the Housing Opportunities for Persons with HIV/AIDS Grant Program for Calendar Year 2021 and filing the 2021 Annual Action Plan, in accordance with the attached Appropriation Schedule.

This Emergency Ordinance is in accordance with the "Live" strategy to "support and stabilize our neighborhoods," as described on pages 160-163 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to provide funding for the continuation of vital City programs and to comply with the United States Department of Housing and Urban Development 2021 Annual Action Plan sixty-day submission deadline.

The Administration recommends passage of this Emergency Ordinance.

PLAN CINCINNATI

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

Attachment

E M E R G E N C Y

AEP

- 2021

AUTHORIZING the acceptance and appropriation of the sum of $1,281,332 from the United States Department of Housing and Urban Development to Housing Opportunities for Persons with HIV/AIDS Fund 465; and ANNOUNCING the City's intention to use said sum for various projects and operating allocations for the Housing Opportunities for Persons with HIV/AIDS Grant Program for Calendar Year 2021 and to file the 2021 Annual Action Plan, in accordance with the attached Appropriation Schedule.

WHEREAS, through the Housing Opportunities for Persons with HIV/AIDS ("HOPWA") Program, the United States Department of Housing and Urban Development ("HUD") provides grants to local communities for projects that benefit low-income persons living with HIV/AIDS and their families; and

WHEREAS, HUD announced the allocations for the Calendar Year 2021 HOPWA Program per Catalog of Federal Domestic Assistance (CFDA) No. 14.241 via Award No. OH-H21-F001 on February 25, 2021; and

WHEREAS, the HOPWA grant is one of four HUD entitlement grants awarded to the City for Calendar Year 2021 that together create the 2021 Annual Action Plan, which must be submitted to HUD within sixty days of the award announcement; and

WHEREAS, the HOPWA Program is in accordance with the "Live" goal to "support and stabilize our neighborhoods," as described on pages 160-163 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the acceptance and appropriation of the sum of $1,281,332 to Housing Opportunities for Persons with HIV/AIDS Fund 465 is hereby authorized in accordance with the attached Appropriation Schedule, for the purpose of funding various projects and operating allocations for the Housing Opportunities for Persons with HIV/AIDS ("HOPWA") Grant Program for Calendar Year 2021.

Section 2. That Council hereby announces the intent of the City of Cincinnati to use said amounts received from the HOPWA Grant Program for various projects in its Calendar Year 2021 HOPWA Grant Program as part of the 2021 Annual Action Plan.

Section 3. That the proper City officials are authorized to use and expend the funds in accordance with the terms of Sections 1 and 2 hereof.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to provide funding for the continuation of vital City programs and to comply with the United States Department of Housing and Urban Development 2021 Annual Action Plan sixty-day submission deadline.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

April 14, 2021
202101418

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – HOME Investment Partnerships (HOME) Grant 2021 Annual Action Plan**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the acceptance and appropriation of the sum of $2,737,925 from the U.S. Department of Housing and Urban Development to various Home Investment Trust Fund 411 project accounts in accordance with Section 1 of the attached Appropriation Schedule; AUTHORIZING the appropriation of the sum of $170,329.05 to Home Investment Trust Fund 411 project accounts in accordance with Section 1 of the attached Appropriation Schedule; ANNOUNCING the City's intention to use said sum for various projects and operating allocations for the HOME Investment Partnerships Grant Program for Calendar Year 2021 according to Section 1 of the attached Appropriation Schedule; AUTHORIZING the return to source of the sum of $219,778.89 from various existing Home Investment Trust Fund 411 project accounts for the purpose of correcting a HUD Entitlement Grant calculation error and to reflect available grant resources in accordance with Section 2 of the attached Appropriation Schedule; and AUTHORIZING the appropriation of the sum of $222,875.89 from the unappropriated surplus of Home Investment Trust Fund 411 to various Home Investment Trust Fund 411 project accounts for the purpose of aligning resources with program needs in accordance with Section 3 of the attached Appropriation Schedule.

Approval of this Emergency Ordinance will authorize the acceptance and appropriation of the sum of $2,737,925.00 from the U.S. Department of Housing and Urban Development to various Home Investment Trust Fund 411 project accounts in accordance with Section 1 of the attached Appropriation Schedule. Program income received in Calendar Year 2020 in the amount of $170,329.05 must now be appropriated to 2021 HOME project accounts in accordance with Section 1 of the attached Appropriation Schedule. Therefore, this Emergency Ordinance will further authorize the appropriation of the sum of $170,329.05 to Home Investment Trust Fund 411 project accounts in accordance with Section 1 of the attached Appropriation Schedule. This Emergency Ordinance will also announce the City's intention to use said sum for various projects and operating allocations for the HOME Investment

Partnerships Grant Program for Calendar Year 2021 according to Section 1 of the attached Appropriation Schedule.

Approval of this Emergency Ordinance will authorize the return to source the sum of $219,778.89 from various existing Home Investment Trust Fund 411 project accounts for the purpose of correcting a HUD Entitlement Grant calculation error and to reflect available grant resources in accordance with Section 2 of the attached Appropriation Schedule. Finally, the Emergency Ordinance will authorize the appropriation of the sum of $222,875.89 from the unappropriated surplus of Home Investment Trust Fund 411 to various Home Investment Trust Fund 411 project accounts for the purpose of aligning resources with program needs in accordance with Section 3 of the attached Appropriation Schedule.

The U.S. Department of Housing and Urban Development reported a calculation error for the 2020 HOME Entitlement Grant, which will result in the decrease of $503.00 from existing Home Investment Trust Fund 411 project account number 411x162x4112001, "HOME Administration '20," which is included in Section 2 of the attached Appropriation Schedule.

As part of the HOME Annual Action Plan submission process, the City solicited input from the Community Development Advisory Board (CDAB). The Board held a meeting on March 15, 2021 to prioritize and rank programs. Section 1 of attached Appropriation Schedule, which combines the HUD Entitlement Grant and 2020 Program Income, includes the input provided by the CDAB.

This Emergency Ordinance is in accordance with the "Live" strategy to "support and stabilize our neighborhoods," as described on pages 160-163 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to provide funding for the continuation of vital City programs and to comply with the HUD 2021 Annual Action Plan sixty-day submission deadline.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

City of Cincinnati

KKF BWG

An Ordinance No._____ - 2021

AUTHORIZING the acceptance and appropriation of the sum of $2,737,925 from the U.S. Department of Housing and Urban Development to various Home Investment Trust Fund 411 project accounts in accordance with Section 1 of the attached Appropriation Schedule; AUTHORIZING the appropriation of the sum of $170,329.05 to Home Investment Trust Fund 411 project accounts in accordance with Section 1 of the attached Appropriation Schedule; ANNOUNCING the City's intention to use said sum for various projects and operating allocations for the HOME Investment Partnerships Grant Program for Calendar Year 2021 according to Section 1 of the attached Appropriation Schedule; AUTHORIZING the return to source of the sum of $219,778.89 from various existing Home Investment Trust Fund 411 project accounts for the purpose of correcting a HUD Entitlement Grant calculation error and to reflect available grant resources in accordance with Section 2 of the attached Appropriation Schedule; and AUTHORIZING the appropriation of the sum of $222,875.89 from the unappropriated surplus of Home Investment Trust Fund 411 to various Home Investment Trust Fund 411 project accounts for the purpose of aligning resources with program needs in accordance with Section 3 of the attached Appropriation Schedule.

WHEREAS, through the HOME Investment Partnerships Program ("HOME"), the U.S. Department of Housing and Urban Development ("HUD") provides formula grants to states and localities that fund housing activities, including building, buying, and rehabilitating affordable housing for rent or ownership, and down payment assistance; and

WHEREAS, HUD announced the allocation of $2,737,925 to the City for the 2021 HOME program per Catalog of Federal Domestic Assistance (CFDA) No. 14.239 via Award No. M-21-MC-39-0213 on February 25, 2021; and

WHEREAS, program income received in Calendar Year 2020 in the amount of $170,329.05 must now be appropriated to 2021 HOME project accounts; and

WHEREAS, the HOME Investment Partnerships Program grant is one of four HUD entitlement grants awarded to the City for Calendar Year 2021 that when combined create the 2021 Annual Action Plan, which must be submitted to HUD within 60 days of the award announcement; and

WHEREAS, prior year HOME project account appropriations must now be adjusted to align with current resources and program needs; and

WHEREAS, accepting and appropriating grant funds from the HOME Investment Partnerships Program is in accordance with the "Live" strategy to "support and stabilize our neighborhoods," as described on pages 160-163 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the acceptance and appropriation of the sum of $2,737,925 to Home Investment Trust Fund 411 project accounts is hereby authorized in accordance with Section 1 of the attached Appropriation Schedule, for the purpose of funding various projects and operating allocations for the HOME Investment Partnerships Grant Program for Calendar Year 2021.

Section 2. That the appropriation of the sum of $170,329.05 to Home Investment Trust Fund 411 project accounts is hereby authorized in accordance with Section 1 of the attached Appropriation Schedule, for the purpose of funding various projects and operating allocations for the HOME Investment Partnerships Grant Program for Calendar Year 2021.

Section 3. That Council hereby announces the intent of the City of Cincinnati to use said sum of $2,908,254.05 for various projects and operating allocations for the HOME Investment Partnerships Program for Calendar Year 2021 according to Section 1 of the attached Appropriation Schedule.

Section 4. That Council hereby authorizes the return to source of the sum of $219,778.89 from various existing Home Investment Trust Fund 411 project accounts for the purpose of correcting the appropriation to reflect available grant resources in accordance with Section 2 of the attached Appropriation Schedule.

Section 5. That Council hereby authorizes the appropriation of $222,875.89 from the unappropriated surplus of Home Investment Trust Fund 411 to various Home Investment Trust Fund 411 project accounts for the purpose of aligning resources with program needs in accordance with Section 3 of the attached Appropriation Schedule.

Section 6. That the proper City officials are further authorized to use and expend the described funds in accordance with Sections 1 through 5 hereof.

Section 7. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to provide funding for the continuation of vital City programs and to comply with the HUD 2021 Annual Action Plan sixty-day submission deadline.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

RECONCILIATION AND APPROPRIATION SCHEDULE

HOME INVESTMENT PARTNERSHIPS PROGRAM APPROPRIATION SCHEDULE **Section 1**

Grant Program	Fund	Agency	Project Account No.	Project Title	Amount
HOME	411	162	4112102	CHDO Development Projects '21	$410,689.00
HOME	411	162	4112103	American Dream Downpayment Initiative '21	$150,000.00
HOME	411	162	4112104	Operating Support for CHDOs '21	$136,896.00
HOME	411	162	4112105	Single Family Homeownership '21	$200,000.00
HOME	411	162	4112106	Strategic Housing Initiatives Program '21	$1,719,844.05
HOME	411	162	4112101	HOME Administration '21	$290,825.00
				TOTAL	**$2,908,254.05**

DECREASE OF EXISTING HOME INVESTMENT PARTNERSHIPS PROGRAM APPROPRIATION SCHEDULE **Section 2**

Grant Program	Fund	Agency	Project Account No.	Project Title	Original Authorization	Amount to be Decreased	Revised Authorization
HOME	411	162	4112001	HOME Administration '20	$759,767.00	$503.00	$759,264.00
HOME	411	162	39050	Single Family Homeownership	$220,000.00	$14,525.03	$205,474.97
HOME	411	162	49050	Single Family Homeownership	$220,000.00	$4,750.86	$215,249.14
HOME	411	162	4111805	Single Family Homeownership	$200,000.00	$200,000.00	$0.00
				TOTAL		**$219,778.89**	

INCREASE OF EXISTING HOME INVESTMENT PARTNERSHIPS PROGRAM APPROPRIATION SCHEDULE **Section 3**

Grant Program	Fund	Agency	Project Account No.	Project Title	Original Authorization	Amount to be Increased	Revised Authorization
HOME	411	162	49010	(SHIP) Strategic Housing Initiatives Program	$500,261.98	$22,875.89	$523,137.87
HOME	411	162	4111806	Strategic Housing Initiatives Program	$3,235,171.62	$200,000.00	$3,435,171.62
				TOTAL		**$222,875.89**	

RECONCILIATION AND APPROPRIATION SCHEDULE

HOME INVESTMENT PARTNERSHIPS PROGRAM APPROPRIATION SCHEDULE **Section 1**

Grant Program	Fund	Agency	Project Account No.	Project Title	Amount
HOME	411	162	4112102	CHDO Development Projects '21	$410,689.00
HOME	411	162	4112103	American Dream Downpayment Initiative '21	$150,000.00
HOME	411	162	4112104	Operating Support for CHDOs '21	$136,896.00
HOME	411	162	4112105	Single Family Homeownership '21	$200,000.00
HOME	411	162	4112106	Strategic Housing Initiatives Program '21	$1,719,844.05
HOME	411	162	4112101	HOME Administration '21	$290,825.00
				TOTAL	**$2,908,254.05**

DECREASE OF EXISTING HOME INVESTMENT PARTNERSHIPS PROGRAM APPROPRIATION SCHEDULE **Section 2**

Grant Program	Fund	Agency	Project Account No.	Project Title	Original Authorization	Amount to be Decreased	Revised Authorization
HOME	411	162	4112001	HOME Administration '20	$759,767.00	$503.00	$759,264.00
HOME	411	162	39050	Single Family Homeownership	$220,000.00	$14,525.03	$205,474.97
HOME	411	162	49050	Single Family Homeownership	$220,000.00	$4,750.86	$215,249.14
HOME	411	162	4111805	Single Family Homeownership	$200,000.00	$200,000.00	$0.00
				TOTAL		**$219,778.89**	

INCREASE OF EXISTING HOME INVESTMENT PARTNERSHIPS PROGRAM APPROPRIATION SCHEDULE **Section 3**

Grant Program	Fund	Agency	Project Account No.	Project Title	Original Authorization	Amount to be Increased	Revised Authorization
HOME	411	162	49010	(SHIP) Strategic Housing Initiatives Program	$500,261.98	$22,875.89	$523,137.87
HOME	411	162	4111806	Strategic Housing Initiatives Program	$3,235,171.62	$200,000.00	$3,435,171.62
				TOTAL		**$222,875.89**	

city of CINCINNATI
Interdepartment Correspondence Sheet

April 14, 2021
202101419

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – Emergency Solutions Grant (ESG) 2021 Annual Action Plan**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the acceptance and appropriation of the sum of $997,610 from the U.S. Department of Housing and Urban Development to Emergency Shelter Grant Fund 445, in accordance with the attached Appropriation Schedule; and ANNOUNCING the City's intention to use said sum for various projects and operating allocations for the Emergency Solutions Grant Program for calendar year 2021 and filing of the 2021 Annual Action Plan, in accordance with the attached Appropriation Schedule.

Approval of the Emergency Ordinance will authorize the acceptance and appropriation of the sum of $997,610 from the U.S. Department of Housing and Urban Development ("HUD") to Emergency Shelter Grant Fund 445, in accordance with the attached Appropriation Schedule. Approval of this Emergency Ordinance will also announce the City's intention to use said sum for various projects and operating allocations for the Emergency Solutions Grant Program for calendar year 2021 and filing of the 2021 Annual Action Plan, in accordance with the attached Appropriation Schedule.

This Emergency Ordinance is in accordance with the "Live" strategy to "Support and stabilize our neighborhoods," as described on pages 160-163 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to provide funding for the continuation of vital City programs and to comply with the HUD 2021 Annual Action Plan sixty-day submission deadline.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

PLAN CINCINNATI

EMERGENCY

City of Cincinnati

MMS

An Ordinance No._____ - 2021

AUTHORIZING the acceptance and appropriation of the sum of $997,610 from the U.S. Department of Housing and Urban Development to Emergency Shelter Grant Fund 445, in accordance with the attached Appropriation Schedule; and ANNOUNCING the City's intention to use said sum for various projects and operating allocations for the Emergency Solutions Grant Program for calendar year 2021 and filing of the 2021 Annual Action Plan, in accordance with the attached Appropriation Schedule.

WHEREAS, the U.S. Department of Housing and Urban Development's ("HUD") Emergency Solutions Grant ("ESG") Program provides funding for the following purposes: engaging homeless persons living on the street, improving the number and quality of emergency shelters, helping to operate those shelters, providing essential services to shelter residents, rapidly re-housing homeless persons, and preventing people from becoming homeless; and

WHEREAS, HUD announced the allocations for the ESG program per Catalog of Federal Domestic Award (CFDA) No. 14.231 via Award No. E-21-MC-39-0003 on February 25, 2021; and

WHEREAS, the ESG grant is one of four HUD entitlement grants awarded to the City for calendar year 2021 that, when combined, create the 2021 Annual Action Plan, which must be submitted to HUD within 60 days of the award announcement; and

WHEREAS, accepting and appropriating funds from the ESG Program is in accordance with the "Live" strategy to "Support and stabilize our neighborhoods," as described on pages 160-163 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That acceptance and appropriation of the sum of $997,610 to Emergency Shelter Fund 445 is hereby authorized in accordance with the attached Appropriation Schedule, for the purpose of funding various projects and operating allocations for the Emergency Solutions Grant Program for calendar year 2021 and filing of the 2021 Annual Action Plan, in accordance with the attached Appropriation Schedule.

Section 2. That the appropriate City officials are hereby authorized to do all things necessary and proper to implement the provisions Section 1 herein.

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to provide funding for the continuation of vital City programs and to comply with the HUD 2021 Annual Action Plan sixty-day submission deadline.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

APPROPRIATION SCHEDULE

EMERGENCY SOLUTIONS GRANT APPROPRIATION SCHEDULE

Grant Program	Fund	Agency	Project Account No.	Project Title	Amount
ESG	445	162	4452121	Homeless Shelters and Housing '21	$598,566.00
ESG	445	162	4452115	Rapid Re-Housing '21	$324,224.00
ESG	445	162	4452123	ESG Administration '21	$74,820.00
				TOTAL	**$997,610.00**

city of CINCINNATI
Interdepartment Correspondence Sheet

April 19, 2021

To: Members of the Budget & Finance Committee 202101478

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – Community Development Block Grant (CDBG) Grant 2021 Annual Action Plan**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the acceptance and appropriation of a grant of $11,603,976 from the U.S. Department of Housing and Urban Development ("HUD") to various Community Development Block Grant Fund 304 project accounts in accordance with Section 1 of the attached Appropriation Schedule; ANNOUNCING the City's intention to use said funds for various projects and operating allocations for the Community Development Block Grant Program for Calendar Year 2021 and filing of the 2021 Annual Action Plan according to Section 1 of the attached Appropriation Schedule; AUTHORIZING the return to source of $54,952.99 from various existing Community Development Block Grant Fund 304 project accounts for the purpose of correcting a HUD Entitlement Grant calculation error and to reflect the reprioritization of certain projects in accordance with Section 2 of the attached Appropriation Schedule; and AUTHORIZING the appropriation of the sum of $404,058.10 from the unappropriated surplus of the Community Development Block Grant Fund 304 to various Community Development Block Grant Fund 304 project accounts for the purpose of reprioritizing certain projects and providing funding for the continuation of vital programs in accordance with Section 3 of the attached Appropriation Schedule.

The Community Development Block Grant Program (CDBG) provides annual grants to local communities to address a wide range of unique community development needs. The Department of Housing and Urban Development (HUD) announced the allocation for the CDBG program per Catalog of Federal Domestic Assistance (CFDA) No. 14.218 via Award B-21-MC-39-0003 on February 25, 2021.

As part of the 2021 CDBG Action Plan submission process, the City solicited input from the Community Development Advisory Board (CDAB). The Board held a meeting on March 15, 2021 to prioritize and rank programs. This Emergency Ordinance represents the CDBG budget for Calendar Year 2021, including the input provided by the CDAB. The Emergency Ordinance is comprised of three main components: 1) Department of Housing and Urban Development (HUD) allocation, 2) program income, and 3) sunset of prior year resources.

HUD Allocation – Approval of this Emergency Ordinance will authorize the acceptance and appropriation of a grant of $11,603,976.00 from the U.S. Department of Housing and

Urban Development ("HUD") to various Community Development Block Grant Fund 304 project accounts in accordance with Section 1 of the attached Appropriation Schedule. Additionally, this Emergency Ordinance will announce the City's intention to use said funds for various projects and operating allocations for the Community Development Block Grant Program for Calendar Year 2021 and filing of the 2021 Annual Action Plan according to Section 1 of the attached Appropriation Schedule

Sunset/Prior Resources – Approval of this Emergency Ordinance will authorize the return to source of $54,952.99 from various existing Community Development Block Grant Fund 304 project accounts for the purpose of correcting a HUD Entitlement Grant calculation error and to reflect the reprioritization of certain projects in accordance with Section 2 of the attached Appropriation Schedule. The U.S. Department of Housing and Urban Development reported a calculation error for the 2020 CDBG Entitlement Grant that will result in the decrease of $1,350.00 from existing 2020 CDBG project accounts, which is included in Section 2 of the attached Appropriation Schedule. The remaining $53,602.99 will be reallocated to existing CDBG project accounts in Section 3 of the attached Appropriation Schedule.

Program Income – Program income in the amount of $350,455.11 must now be appropriated to existing 2020 CDBG project accounts. Program income in the amount of $350,455.11 and the sunset amount of $53,602.99 noted above are combined in Section 3 of the attached Appropriation Schedule. Approval of this Emergency Ordinance will authorize the appropriation of the sum of $404,058.10 from the unappropriated surplus of the Community Development Block Grant Fund 304 to various Community Development Block Grant Fund 304 project accounts for the purpose of reprioritizing certain projects and providing funding for the continuation of vital programs in accordance with Section 3 of the attached Appropriation Schedule.

This Emergency Ordinance is in accordance with the "Live" strategy to "Support and stabilize our neighborhoods" as described on page 160, and the "Compete" initiative area to "Be the pivotal economic force in the region" as described on page 101 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to provide funding for the continuation of vital City programs and to comply with the HUD 2021 Annual Action Plan sixty-day submission deadline.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

City of Cincinnati

KKF BWG

An Ordinance No._____ - 2021

AUTHORIZING the acceptance and appropriation of a grant of $11,603,976 from the U.S. Department of Housing and Urban Development ("HUD") to various Community Development Block Grant Fund 304 project accounts in accordance with Section 1 of the attached Appropriation Schedule; ANNOUNCING the City's intention to use said funds for various projects and operating allocations for the Community Development Block Grant Program for Calendar Year 2021 and filing of the 2021 Annual Action Plan according to Section 1 of the attached Appropriation Schedule; AUTHORIZING the return to source of $54,952.99 from various existing Community Development Block Grant Fund 304 project accounts for the purpose of correcting a HUD Entitlement Grant calculation error and to reflect the reprioritization of certain projects in accordance with Section 2 of the attached Appropriation Schedule; and AUTHORIZING the appropriation of the sum of $404,058.10 from the unappropriated surplus of the Community Development Block Grant Fund 304 to various Community Development Block Grant Fund 304 project accounts for the purpose of reprioritizing certain projects and providing funding for the continuation of vital programs in accordance with Section 3 of the attached Appropriation Schedule.

WHEREAS, the Community Development Block Grant ("CDBG") Program began in 1974 and is one of the longest continuously run programs at the U.S. Department of Housing and Urban Development ("HUD"), through which HUD provides annual grants to local communities to address a wide range of unique community development needs; and

WHEREAS, HUD announced the grant allocation of $11,603,976 for the 2021 CDBG program (CFDA No. 14.218) via Award B-21-MC-39-0003 on February 25, 2021; and

WHEREAS, program income received in the amount of $350,455.11 must now be appropriated to existing 2020 CDBG project accounts; and

WHEREAS, prior year CDBG project account appropriations must now be adjusted to align with current resources and project priorities; and

WHEREAS, the CDBG grant is one of four HUD entitlement grants awarded to the City for Calendar Year 2021 that when combined create the 2021 Annual Action Plan, which must be submitted to HUD within 60 days of the award announcement; and

WHEREAS, accepting and appropriating funds from the CDBG Program is in accordance with the "Live" strategy to "Support and stabilize our neighborhoods" as described on pages 160-163, and with the "Compete" goal to "Be the pivotal economic force in the region" as described on pages 101-102 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the acceptance and appropriation of $11,603,976 to various Community Development Block Grant Fund 304 project accounts is hereby authorized in accordance with Section 1 of the attached Appropriation Schedule, for the purpose of funding various projects and operating allocations for the Community Development Block Grant Program for Calendar Year 2021.

Section 2. That Council hereby announces the intent of the City of Cincinnati to use said sum of $11,603,976 for various projects and operating allocations in its Calendar Year 2021 Community Development Block Grant Program and filing of the 2021 Annual Action Plan according to Section 1 of the attached Appropriation Schedule.

Section 3. That Council authorizes the return to source of the sum of $54,952.99 from various existing Community Development Block Grant Fund 304 project accounts for the purpose of correcting a Housing and Urban Development Entitlement Grant calculation error and to reflect the reprioritization of certain projects in accordance with Section 2 of the attached Appropriation Schedule.

Section 4. That Council authorizes the appropriation of the sum of $404,058.10 from the unappropriated surplus of the Community Development Block Grant Fund 304 to various Community Development Block Grant Fund 304 project accounts for the purpose of reprioritizing certain projects and providing funding for the continuation of vital programs in accordance with Section 3 of the attached Appropriation Schedule.

Section 5. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of Section 1 through 4 hereof.

Section 6. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to provide funding for the continuation of vital City programs and to comply with the HUD 2021 Annual Action Plan sixty-day submission deadline.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

APPROPRIATION SCHEDULE

COMMUNITY DEVELOPMENT BLOCK GRANT APPROPRIATION SCHEDULE **Section 1**

Grant Program	Fund	Agency	Project Account No.	Project Title	Amount
CDBG	304	164	30421611	Commercial and Industrial Redevelopment '21	$201,545.00
CDBG	304	161	30421142	Concentrated Code Enforcement '21	$575,000.00
CDBG	304	162	30421123	Emergency Mortgage Assistance '21	$190,000.00
CDBG	304	162	30421122	Fair Housing Services '21	$170,000.00
CDBG	304	161	30421802	Findlay Market Operating Support '21	$90,000.00
CDBG	304	162	30421124	Hand Up Initiative '21	$1,260,000.00
CDBG	304	161	30421136	Hazard Abatement Program '21	$750,000.00
CDBG	304	161	30421137	Historic Stabilization of Structures '21	$200,000.00
CDBG	304	161	30421904	Homeowner Assistance Repairs and Building Order Remission '21	$250,000.00
CDBG	304	161	30421103	Housing Choice Mobility Program '21	$25,000.00
CDBG	304	162	30421015	Housing Repair Services '21	$1,850,000.00
CDBG	304	161	30421411	Lead Hazard Testing Program '21	$100,000.00
CDBG	304	164	30421221	NBD Improvement Program '21	$900,000.00
CDBG	304	162	30421244	Operating Support for CDCs '21	$300,000.00
CDBG	304	162	30421777	Project Lift '21	$600,000.00
CDBG	304	164	30421201	Small Business Services '21	$150,000.00
CDBG	304	162	30421431	Strategic Housing Initiatives Program '21	$349,367.00
CDBG	304	162	30421121	Tenant Representation '21	$230,000.00
CDBG	304	161	30421621	Youth and Young Adult Employment Program '21	$725,000.00
CDBG	304	161	30421108	Section 108 Debt Service	$367,000.00
CDBG	304	161	30421000	Administration - CDBG '21	$1,761,064.00
CDBG	304	161	30421171	Administration - Planning Dept '21	$560,000.00
				TOTAL	**$11,603,976.00**

DECREASE OF EXISTING COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM RECONCILIATION SCHEDULE **Section 2**

Grant Program	Fund	Agency	Project Account No.	Project Title	Original Authorization	Amount to be Decreased	Revised Authorization
CDBG	304	164	42221	NBD Improvement Program '14	$920,000.00	$10.64	$919,989.36
CDBG	304	162	56213	CARE Program '15	$129,970.00	$1,917.00	$128,053.00
CDBG	304	162	51431	Core 4 Strategic Housing Program '15	$423,395.00	$2,460.38	$420,323.21
CDBG	304	162	304176213	Compliance Asistance Repairs for the Elderly (CARE) '17	$145,000.00	$3,083.00	$141,917.00
CDBG	304	162	304176212	Blueprint for Success '17	$78,000.00	$15,805.00	$62,195.00
CDBG	304	162	304170666	West Price Hill Area Development Program	$1,900,000.00	$698.00	$1,899,302.00
CDBG	304	162	30418213	Compliance Asistance Repairs for the Elderly (CARE) '18	$155,000.00	$2,585.00	$152,415.00
CDBG	304	162	30418212	Blueprint for Success '18	$100,000.00	$10,000.78	$89,999.22
CDBG	304	164	30420611	Commercial and Industrial Redevelopment '20	$456,776.03	$18,393.19	$438,382.84
				TOTAL	**$4,308,141.03**	**$54,952.99**	**$4,252,576.63**

INCREASE OF EXISTING COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM RECONCILIATION SCHEDULE **Section 3**

Grant Program	Fund	Agency	Project Account No.	Project Title	Original Authorization	Amount to be Increased	Revised Authorization
CDBG	304	162	41431	Strategic Housing Initiatives Program '14	$420,030.00	$10.64	$420,040.64
CDBG	304	162	51401	Affordable Multi Family Rehab Program '15	$98,460.00	$4,377.38	$102,837.38
CDBG	304	162	304171401	Affordable Multi Family Rental Program '17	$129,000.00	$19,586.00	$148,586.00
CDBG	304	162	30418431	Strategic Housing Initiatives Program '18	$260,220.00	$12,585.78	$272,805.78
CDBG	304	161	30420511	Green Urban Watershed Restoration '20	$50,000.00	$18,393.19	$68,393.19
CDBG	304	161	30420161	Administration - DCED Admin '20	$780,000.00	$68,472.00	$848,472.00
CDBG	304	162	30420431	Strategic Housing Initiatives Program '20	$500,000.00	$280,633.11	$780,633.11
				TOTAL	**$2,237,710.00**	**$404,058.10**	**$2,641,768.10**

City of Cincinnati

Interdepartmental
Correspondence Sheet

February 18, 2021

TO: Mayor and Members of City Council

202100672

From: Paula Boggs Muething, City Manager

Subject: Ordinance: Modifying the Salary Range for the Sewer Construction Inspector

---

Attached is an Emergency ordinance captioned:

> **MODIFYING** the salary range schedule for the classification of Sewer Construction Inspector by repealing existing Section 725, Division I, of Chapter 307 of the Cincinnati Municipal Code in order to ensure that the new salary range is consistent with the level of responsibility and competitive with similar positions across internal and external job markets.

The Human Resources Director has approved the request for this ordinance to modify the salary schedule for the Sewer Construction Inspector. The Department of Human Resources has done due diligence and conducted appropriate evaluation to ensure that the salary schedule is consistent with similar positions with factors considered throughout the evaluation process including, scope of work and responsibility. The modification of the salary schedule is necessary to fit the needs of the City, and consistent with the organizational changes described herein.

City Administration recommends passage of this ordinance.

cc: William M. Brown, Human Resources Director

EMERGENCY

City of Cincinnati

LES

BWG

An Ordinance No._____

-2021

MODIFYING the salary range schedule for the classification of Sewer Construction Inspector by amending existing Section 725, Division I, of Chapter 307 of the Cincinnati Municipal Code in order to ensure that the new salary range is consistent with the level of responsibility and competitive with similar positions across internal and external job markets.

WHEREAS, the Metropolitan Sewer District (MSD) and Human Resources Department are recommending a modification to the current salary for the classification of Sewer Construction Inspector to ensure that the new salary range is consistent with the level of responsibility and competitive with similar positions across internal and external job markets; and

WHEREAS, MSD and the City's Department of Human Resources was approached by employees with concerns of wage inequity based on a comparison to like classifications in the Greater Cincinnati Water Works (GCWW) and comparable external governmental water and wastewater utilities; and

WHEREAS, GCWW and the City's Department of Human Resources conducted a market analysis to further assess the compensation range against industry trends, and the research confirmed that the salary range for this classification is below market and requires amendment based on the level of responsibility, liability, and scope of work performed by the classification; and

WHEREAS, the Department of Human Resources has done due diligence to ensure that the new salary range is consistent with the scope of services and the level of responsibility of the position of Sewer Construction Inspector, considering factors including liability, scope of responsibility, judgment, independent action, and accountability throughout the evaluation process; now, therefore,

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

Section 1. That Section 725 of Division 1, Chapter 307 of the Cincinnati Municipal Code is hereby amended as shown below:

Classification	Minimum Annual	Maximum Annual
Sewer Construction Inspector	**~~57,503.89~~ 57,626.85**	**~~61,661.63~~ 65,510.47**
Step 1 (Hourly)	~~27.646099~~ 27.705217	
Step 2 (Hourly)	~~28.708673~~ 28.809337	
Step 3 (Hourly)	~~29.645015~~ 29.931034	
Step 4 (Hourly) **New	31.495418	

Section 2. That existing Section 725, Division 1, of Chapter 307 of the Cincinnati Municipal Code is hereby repealed.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to adjust the salary range of the said classification to ensure that the new salary range is consistent with the level of responsibility and competitive with similar positions across internal and external job markets.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

New language is underscored. Deleted language is struck through.

city of CINCINNATI
Interdepartment Correspondence Sheet

April 14, 2021
202101409

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – Wasson Way Phases 4 & 5 – Accept and Appropriate Clean Ohio Trails Fund (COTF) Grant**

Attached is an Emergency Ordinance captioned:

> **ESTABLISHING** new capital improvement program project account no. 980x232x212372, "Wasson Way Trail – COTF," for the purpose of providing resources for the construction of Phases 4 and 5 of the Wasson Way Trail project; AUTHORIZING the City Manager to accept and appropriate grant resources in an amount up to $500,000 from the Clean Ohio Trails Fund program as awarded by the Ohio Department of Natural Resources to newly established capital improvement program project account no. 980x232x212372 "Wasson Way Trail – COTF," for the purpose of providing resources for the construction of Phases 4 and 5 of the Wasson Way Trail project; and AUTHORIZING the City Manager to execute any agreements necessary for the receipt and administration of these grant resources.

This Emergency Ordinance establishes capital improvement program project account no. 980x232x212372, "Wasson Way Trail – COTF," to provide grant resources for the construction of Phases 4 and 5 of the Wasson Way Trail. This Emergency Ordinance also authorizes the City Manager to accept and appropriate grant resources of up to $500,000 from the Clean Ohio Trails Fund (COTF) program as awarded by the Ohio Department of Natural Resources (ODNR) to the new "Wasson Way Trail – COTF" capital project. The City Manager will also be authorized to execute agreements necessary for the receipt and administration of these grant resources.

Local matching resources of approximately $166,667 will be made available from existing "Wasson Way Trail" capital improvement program project account nos. 980x233x202371 and 980x232x212371. No new FTEs are required.

Construction of the Wasson Way Trail is in accordance with the "Connect" goal to "Develop an efficient multi-modal transportation system that supports neighborhood livability," as well as the strategies to "Expand options for non-automotive travel," and "Plan, design, and implement a safe and sustainable transportation system," as described on pages 129-138 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept and appropriate grant resources to meet the project timelines and provide resources for the construction of Phases 4 and 5 of the Wasson Way Trail.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

City of Cincinnati

LES

BWG

An Ordinance No. _____ - 2021

ESTABLISHING new capital improvement program project account no. 980x232x212372, "Wasson Way Trail – COTF," for the purpose of providing resources for the construction of Phases 4 and 5 of the Wasson Way Trail project; AUTHORIZING the City Manager to accept and appropriate grant resources in an amount up to $500,000 from the Clean Ohio Trails Fund program as awarded by the Ohio Department of Natural Resources to newly established capital improvement program project account no. 980x232x212372, "Wasson Way Trail – COTF," for the purpose of providing resources for the construction of Phases 4 and 5 of the Wasson Way Trail project; and AUTHORIZING the City Manager to execute any agreements necessary for the receipt and administration of these grant resources.

WHEREAS, the planned Wasson Way Trail is a shared-use path for bicycles and pedestrians extending from the intersection of Martin Luther King Jr. Drive and Reading Road in Avondale eastward through the City of Norwood, the Cincinnati neighborhoods of Evanston, Hyde Park, Oakley, and Mount Lookout, through the Village of Fairfax, and ending east of Wooster Road near its intersection with Red Bank Road in Columbia Township; and

WHEREAS, City Council approved Ordinance No. 0042-2020 on February 20, 2020, authorizing the City Manager to apply for a grant in the amount of up to $500,000 from Ohio Department of Natural Resources through the Clean Ohio Trails Fund program for the purpose of providing resources for the construction of Phases 4 and 5 of the Wasson Way Trail project; and

WHEREAS, on March 25, 2021, the Department of Transportation and Engineering was awarded grant resources for eligible costs for Phases 4 and 5 of the Wasson Way Trail project in the neighborhoods of Oakley, Mount Lookout, and Hyde Park; and

WHEREAS, the grant resources would be used to fund the construction of Phases 4 and 5 of the Wasson Way Trail project in the neighborhoods of Oakley, Mount Lookout, and Hyde Park; and

WHEREAS, the grant requires matching funds of up to approximately $166,667, which will be made available from existing "Wasson Way Trail" capital improvement program project account nos. 980x233x202371 and 980x232x212371; and

WHEREAS, there are no new FTEs associated with this grant; and

WHEREAS, the construction of the Wasson Way Trail is in accordance with the "Connect" goal to "Develop an efficient multi-modal transportation system that supports neighborhood livability," as well as the strategies to "Expand options for non-automotive travel," and "Plan, design, and implement a safe and sustainable transportation system," as described on pages 129-138 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That new capital improvement program project account no. 980x232x212372, "Wasson Way Trail – COTF," is hereby established for the purpose of providing resources for the construction of Phases 4 and 5 of the Wasson Way Trail project.

Section 2. That the City Manager is authorized to accept and appropriate grant resources in an amount up to $500,000 from the Clean Ohio Trails Fund program as awarded by the Ohio Department of Natural Resources to newly established capital improvement program project account no. 980x232x212372, "Wasson Way Trail – COTF," for the purpose of providing resources for Phases 4 and 5 of the Wasson Way Trail project.

Section 3. That the City Manager is hereby authorized to execute any agreements necessary for the receipt and administration of these grant resources.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accept and appropriate grant resources to meet the project timelines and provide resources for the construction of Phases 4 and 5 of the Wasson Way Trail.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

April 14, 2021

To: Mayor and Members of City Council 202101411

From: Paula Boggs Muething, City Manager

Subject: **Ordinance – Ohio Blue Ribbon Arson Committee Donation**

Attached is an Ordinance captioned:

> **AUTHORIZING** the City Manager to accept an in-kind donation from the Ohio Blue Ribbon Arson Committee of equipment valued at $1,000 for use by the Cincinnati Fire Department Fire Investigation Unit.

Approval of this Ordinance authorizes the City Manager to accept an in-kind donation from the Ohio Blue Ribbon Arson Committee of equipment valued at $1,000 for use by the Cincinnati Fire Department Fire Investigation Unit.

This donation does not require additional FTE or matching funds.

This Ordinance is in accordance with the "Sustain" goal to "manage our financial resources" as described on page 159 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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

Attachment

PLAN CINCINNATI

KMB

- 2021

AUTHORIZING the City Manager to accept an in-kind donation from the Ohio Blue Ribbon Arson Committee of equipment valued at $1,000 for use by the Cincinnati Fire Department Fire Investigation Unit.

WHEREAS, the Ohio Blue Ribbon Arson Committee has offered to donate equipment, including helmets and helmet lights, to the Cincinnati Fire Department to aid with arson investigations; and

WHEREAS, the value of the donation is approximately $1,000; and

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

WHEREAS, this ordinance is in accordance with the "Sustain" goal to "manage our financial resources" as described on page 199 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to accept an in-kind donation from the Ohio Blue Ribbon Arson Committee of equipment valued at $1,000 for use in the Cincinnati Fire Department Fire Investigation Unit

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

Section 3. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

Date: April 14, 2021

To: Mayor and Members of City Council 202101414

From: Paula Boggs Muething, City Manager

Subject: ORDINANCE – VACATION AND SALE OF MACAULEY STREET IN MT. AUBURN

Attached is an ordinance captioned as follows:

> AUTHORIZING the City Manager to vacate and sell to Auburn land Holdings LLC approximately 0.5046 acres of the public right-of-way known as Macauley Street in the Mt. Auburn neighborhood.

The City of Cincinnati owns approximately 0.5046 acres of real property designated as public right-of-way known as Macauley Street ("Property"), which is under the management and control of the City's Department of Transportation and Engineering ("DOTE").

Auburn Land Holdings LLC, an affiliate of Uptown Rental Properties ("Petitioner") owns or controls adjoining properties and desires to purchase Macauley Street from the City for incorporation into their adjoining properties to facilitate a proposed mixed-use development project that consists of approximately 100,000 square feet of commercial space, approximately 28,000 square feet of office space, and approximately 29,000 square feet of residential space (the "Project").

Written consent to the sale and vacation of the property by all abutters has been provided.

The approximate fair market value of the property is $88,000, however, the City is agreeable to convey Macauley Street for $1.00 because the City will receive equivalent economic and non-economic benefits from the Project that equal or exceed the fair market value of the Property because the Project will preserve and create jobs, create additional housing, and stimulate economic growth in the Mt. Auburn neighborhood, for the benefit of the people of the City.

The City Planning Commission approved the vacation and sale of the Property at its meeting on May 22, 2020.

The Administration recommends passage of the attached ordinance.

Attachment I – Property Sale Agreement

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

City of Cincinnati

CHM

BWb

An Ordinance No._____ - 2021

AUTHORIZING the City Manager to vacate and sell to Auburn Land Holdings LLC approximately 0.5046 acres of the public right-of-way known as Macauley Street in the Mt. Auburn neighborhood.

WHEREAS, the City of Cincinnati owns approximately 0.5046 acres of real property designated as public right-of-way commonly known as Macauley Street, as more particularly depicted and described in the *Property Sale Agreement* attached to this ordinance as Attachment A and incorporated herein by reference (the "Property"), which Property is under the management and control of the City's Department of Transportation and Engineering ("DOTE"); and

WHEREAS, Auburn Land Holdings LLC, an Ohio limited liability company, an affiliate of Uptown Rental Properties, LLC, an Ohio limited liability company ("Petitioner"), owns or controls adjoining properties and desires to purchase the Property from the City for incorporation into Petitioner's adjoining properties to facilitate a proposed mixed-use development project that consists of approximately 100,000 square feet of commercial space, approximately 28,000 square feet of office space, and approximately 29,000 square feet of residential space (the "Project"); and

WHEREAS, Alan S. Henderson, Esq., a reputable attorney practicing in Hamilton County, Ohio, has provided the following: (i) an Attorney's Certificate of Title dated March 24, 2021, certifying that Petitioner, Marshall C. Hunt, Jr., the City, 45 WHT LLC, and 35 E. McMillan Avenue LLC are the owners of all real property abutting the Property, and (ii) the written consent of all necessary abutters to the City's vacation and sale of the Property to Petitioner; and

WHEREAS, pursuant to Ohio Revised Code Sec. 723.04, the City may, upon petition, vacate a street or alley if it has determined that there is good cause for the vacation and that the vacation will not be detrimental to the general interest; and

WHEREAS, pursuant to Cincinnati Municipal Code ("CMC") Sec. 331-1, the City may sell real property that is not needed for municipal purposes; and

WHEREAS, the City's Real Estate Services Division has determined, by professional appraisal, that the approximate fair market value of the Property is $88,000; however, the City is agreeable to convey the Property for $1.00 because the City will receive equivalent economic and non-economic benefits from the Project that equal or exceed the fair market value of the Property because the Project will preserve and create jobs, create additional housing, and stimulate economic growth in the Mt. Auburn neighborhood, for the benefit of the people of the City; and

WHEREAS, Section 13 of Article VIII of the Ohio Constitution provides that, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political subdivisions to sell, lease, exchange, or otherwise dispose of property within the State of Ohio for industry, commerce, distribution, and research; and

WHEREAS, pursuant to CMC Sec. 331-5, the City Council may authorize the sale of City-owned real property without competitive bidding in those cases in which it determines that it is in the best interest of the City; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the vacation and sale of the Property at its meeting on May 22, 2020; now, therefore,

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

Section 1. That the City Manager is hereby authorized to vacate and sell to Auburn Land Holdings LLC, an Ohio limited liability company ("Petitioner"), an approximately 0.5046 acre portion of the public right-of-way known as Macauley Street in the Mt. Auburn neighborhood, as more particularly described as follows (the "Property"):

> Situated in City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:
>
> COMMENCING at the intersection of the original south line of E. McMillan Street and east line of Macauley Street;
>
> Thence with the east line of said Macauley Street, South 05°48'42" West, 4.48 feet to a set cross notch and the POINT OF BEGINNING;
>
> Thence with the east line of said Macauley Street, South 05°48'42" West, 439.26 feet to the southeast terminus of said Macauley Street referenced by an existing one-inch pipe 0.24 feet North and 2.61 feet West;
>
> Thence with the terminus of said Macauley Street, North 84°44'10" West, 50.00 feet to an existing concrete monument at the southwest terminus of said Macauley Street;

Thence with the west line of said Macauley Street, North 05°48'42" East, 439.91 feet to a set iron pin;

Thence with the prolongation of the approximate limits of the proposed south right of way of aforesaid E. McMillan Street, South 83°59'37" East, 50.00 feet to the POINT OF BEGINNING.

CONTAINING 0.5046 ACRES and being subject to all legal easements and highways of record.

The above described parcel being part of the right of way of Macauley Street.

The bearings are based on State Plane Coordinate System Ohio South Zone (NAD83).

All iron pins set are 5/8" X 30" rebar with cap stamped "G.J. BERDING SURVEYING, INC."

Section 2. That the Property is not needed for transportation or other municipal purposes, that there is good cause to vacate and sell the Property, and that such vacation and sale will not be detrimental to the general interest.

Section 3. That the fair market value of the Property, as determined by appraisal by the City's Real Estate Services Division, is approximately $88,000, however, the City is agreeable to convey the Property for $1.00 because the City will receive equivalent economic and non-economic benefits from Petitioner's proposed mixed-use development project that consists of approximately 100,000 square feet of commercial space, approximately 28,000 square feet of office space, and approximately 29,000 square feet of residential space (the "Project"), which economic and non-economic benefits are anticipated to equal or exceed the fair market value of the Property because the Project will preserve and create jobs, create additional housing, and stimulate economic growth in the Mt. Auburn neighborhood, for the benefit of the people of the City.

Section 4. That eliminating competitive bidding in connection with the City's sale of the Property is in the best interest of the City because Petitioner owns or controls all real property that abuts the Property, or otherwise has obtained the consent of all necessary abutters to the City's vacation and sale of the Property, and as a practical matter no one other than an abutting property owner would have any use for it. Also, the sale of the Property to Petitioner will enable Petitioner to assemble a buildable site to accommodate the construction of a proposed mixed-use development, thereby putting the currently undeveloped land to a productive use that will provide the City with jobs and other economic benefits.

Section 5. That the proceeds from the sale of the Property, if any, shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City's Real Estate Services Division in connection with the sale, and that the City's Finance Director is hereby authorized to deposit amounts in excess amount thereof into Miscellaneous Permanent Improvement Fund 757.

Section 6. That the City's Finance Director is authorized to transfer and appropriate such excess funds from Miscellaneous Permanent Improvement Fund 757 into Capital Improvement Program Project Account No. 980x233xYY2306, "Street Improvements," in which "YY" represents the last two digits of the fiscal year in which the closing occurs and the proceeds are received, referencing the latter fiscal year if the events occur in different fiscal years.

Section 7. That, pursuant to Ohio Revised Code Sec. 723.041, any affected public utility shall be deemed to have a permanent easement in the Property for the purpose of maintaining, operating, renewing, reconstructing, and removing its utility facilities and for purposes of access to said facilities.

Section 8. That the City Manager and other City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance, including, without limitation, by executing any and all ancillary agreements, deeds, plats, and other documents to facilitate the vacation and sale of the Property to Petitioner, including the execution of a *Property Sale Agreement* in substantially the form attached to this ordinance as Attachment A.

Section 9. That the City Solicitor shall cause an authenticated copy of this ordinance to be duly recorded in the land records of Hamilton County, Ohio.

Section 10. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed:_____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

Contract No: _____

Project:
vacation and sale of Macauley Street

PROPERTY SALE AGREEMENT

THIS PROPERTY SALE AGREEMENT (this "**Agreement**") is made and entered into effective as of the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), and **AUBURN LAND HOLDINGS LLC**, an Ohio limited liability company, the address of which is 2718 Short Vine Street, Cincinnati, OH 45219 ("**Developer**").

Recitals:

A. The City owns approximately 0.5046 acres of land dedicated as public right-of-way known as Macauley Street in the Mt. Auburn neighborhood of Cincinnati, Ohio, as depicted on Exhibit A (*Survey Plat*) and described on Exhibit B (*Quitclaim Deed*) hereto (the "**Sale Property**"). The Sale Property is under the management of the City's Department of Transportation and Engineering ("**DOTE**").

B. Developer owns adjoining property that abuts the Sale Property, as depicted on Exhibit A hereto ("**Developer's Property**"). Developer has petitioned the City to vacate the Sale Property as public right-of-way and seeks to purchase it from the City.

C. Alan S. Henderson, Esq., a reputable attorney practicing in Hamilton County, Ohio, has provided the following: (i) an Attorney's Certificate of Title dated March 24, 2021, certifying that Developer, 45 WHT LLC, the City, Marshall C. Hunt, Jr., and 35 E. McMillan Avenue LLC are the owners of all real property abutting the Sale Property, and (ii) the written consent of all necessary abutters to the City's vacation and sale of the Sale Property to Developer.

D. Pursuant to Ohio Revised Code Chapter 723, the legislative authority of a municipal corporation may convey the fee simple estate or other interest in land used for streets and alleys if it has determined that the property is not needed for municipal purposes.

E. The City has determined that the Sale Property is not needed for transportation or any other municipal purpose and that the sale of the Sale Property will not be detrimental to the public interest.

F. The City's Real Estate Services Division has determined, by a professional appraisal, by professional appraisal, that the approximate fair market value of the Property is $88,000, however, the City is agreeable to convey the Property for $1.00 in consideration of approximately 0.525 acres of real property located along the E. McMillan Street and Auburn Avenue rights-of-way that Developer and its affiliate donated to the City as part of the Auburn Avenue Improvement Project, which real property the City's Real Estate Services Division has determined, by a professional appraisal, to have a fair market value of $193,639, a difference of $105,639.

G. The City has determined that eliminating competitive bidding in connection with the City's sale of the Sale Property is justified because Developer owns or controls all real property that abuts the Sale Property, or otherwise has obtained the consent of all necessary abutters to the City's vacation and sale of the Sale Property, and as a practical matter no one other than an abutting property owner would have any use for it. Also, the sale of the Sale Property to Developer will enable Developer to assemble a buildable site to accommodate the construction of a proposed mixed use development, thereby putting the currently undeveloped land to its highest and best use and provide the City with jobs and other economic benefits.

H. Section 13 of Article VIII of the Ohio Constitution provides that, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political subdivisions to sell, lease, exchange, or otherwise dispose of property within the State of Ohio for industry, commerce, distribution and research.

I. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the Sale Property to Developer at its meeting on May 22, 2020.

J. Execution of this Agreement was authorized by Cincinnati City Council by Ordinance No. _____-2021, passed on _____, 2021.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase Price. Subject to the terms and conditions set forth herein, the City hereby agrees to sell the Sale Property to Developer, and Developer hereby agrees to purchase the Sale Property from the City for $1.00 (the "**Purchase Price**"). Developer acknowledges that it is familiar with the condition of the Sale Property and, at Closing (as defined below), the City shall convey the Sale Property to Developer in "as is" condition. The City makes no representations or warranties to Developer with respect to the condition of the Sale Property and, from and after the Closing, the City shall have no liability of any kind to Developer for any defects, adverse environmental condition, or any other matters affecting the Sale Property.

2. Closing.

(A) Conditions. The closing on the City's sale of the Sale Property to Developer (the "**Closing**") shall not occur unless and until the following conditions have been satisfied (the "**Conditions**"); *provided, however*, that if the City, in its sole discretion, determines that one or more of the Conditions would be more appropriately handled at Closing or post-Closing, the City may, if appropriate, include such Conditions in the City's Quitclaim Deed to Developer or handle such Conditions post-Closing. Developer shall perform all work and investigations and shall obtain and prepare all necessary documents pertaining to the satisfaction of the Conditions, at no cost to the City.

(i) Title & Survey: Developer's approval of title to the Sale Property and, if obtained by Developer, an ALTA property survey of the Sale Property;

(ii) Inspections, Utilities & Zoning/Building Code Requirements: Developer's approval of inspections of the Sale Property, including without limitation environmental assessments and soil assessments, all matters pertaining to utility service for the Sale Property, and all zoning and building code requirements that are applicable to the Sale Property;

(iii) Plats and Legal Descriptions: Developer shall have provided the City with all plats and legal descriptions as required by DOTE, the City Planning Department, and the Hamilton County Auditor and Recorder in connection with the City's vacation and sale of the Sale Property;

(iv) Abutter's Interests: Developer shall have provided the City with an attorney's certificate of title certifying the names of all abutters to the Sale Property.

(B) CR Conditions. As a condition of Closing, the following conditions, as identified in the City's Coordinated Report (**CR #65-2029**) ("**CR Conditions**") shall be satisfied:

(i) *DOTE:*

1. DOTE does not object to the vacation to allow for the proposed concept plan. The adjacent property owners will need to agree to the vacation, and their parking issues addressed satisfactorily by the developer.

2. McCauley Street at McMillan Street should be converted from a street opening to a drive apron.

3. DOTE will need to review and approve the final site plan and traffic impact study, and coordinate with the developer for site specifics relative to the roadway plans on McMillan Street and Auburn Avenue.

4. Development must allow for additional right-of-way needed for roadway improvements for McMillan Street and Auburn Avenue from this site.

5. The petitioner is required, at own expense, to provide the City with an acceptable legal description for the easement/sale areas that meet the recordable standards of the Hamilton County Recorder's Office. It must be approved by DOTE.

6. A DOTE street opening permit, obtained by a DOTE licensed street contractor, is required for all private improvements in the public right-of-way. All improvements in the public right-of-way must be built to City standards, policies and guidelines. Application for permits may be made at Room 425, City Hall, 801 Plum Street. Please note that plan drawings (2 sets), to be reviewed by DOTE, must be attached to the permit application.

(ii) *MSD*:

1. An existing 12" diameter public sewer (ranging in depth of approximately 7' to 20') is presently located within the Macauley St ROW. A 20' wide (minimum) permanent easement centered on the existing sewer to remain in service will be required by MSDGC in the vacationing of Macauley St. The final permanent easement width may need to be increased depending on the length of the existing sewer to remain supporting the final project design. Note, an additional 3' on either side of the permanent easement will be required, along with other restrictions, as outlined per MSDGC Rules and Regulation Section 207. No structure which can interfere with the access to the public sewer or can exert loading upon a public sewer will be allowed per MSDGC Rules and Regulation Section 206.

2. A MSDGC Excavation/Fill permit as well as bond will be necessary for any construction, construction traffic, earthwork, or any other construction activity over the existing public sewer should a portion remain within the vacated Macauley St or become part of the project's construction area. A MSDGC E/F permit will also be necessary for any other existing public sewer within or adjacent to the project's final construction area. Additional requirements will be established by the MSDGC E/F permit (such as verification and usage of existing or abandoned building services to the combined sewer through dye testing, CCTVing, etc) depending on the final project concept plan and submission of the MSDGC Request for Availability for Sewer Service (mentioned below in Item 3) for the final project.

3. A MSDGC Request for Availability for Sewer Service (RASS) will be required by the project for the future development or redevelopment. The MSDGC RASS will determine the availability of a sewer and outline any additional MSDGC project requirements that could impact a project schedule if not considered early in project planning, such as the need to obtain any MSDGC tap or special permits, easements (such as Item 1 above), Ohio EPA Permit to Install, utilization of licensed and bonded sewer tappers with MSDGC, sewer inspection scheduling, project on-site separation of flow requirements, MSDGC Excavation/Fill permitting

and bonding (such as Item 2 above), MSDGC detention requirements per Section 303 of the MSDGC Rules and Regulations, need for a grease interception system, and/or a reminder for the project to coordinate with City of Cincinnati Stormwater Management Utility of the Department of the Greater Cincinnati Waterworks for their specific additional detailed storm water , storm water detention, and flood plain requirements.

4. The rerouting of the lateral for HN 2421 Auburn will require a MSDGC permit and will need to be shown on the project's site plans. This installation work for the rerouting shall be completed by a MSDGC licensed tapper at the project's expense. It shall not be connected to the existing lateral for HN 2413 and cannot be rerouted directly into the existing manhole. A copy of the recorded document demonstrating the private easements necessary for the rerouted lateral between property owners will need to be provided to MSDGC with the tap application.

(iii) *Duke Energy:* Duke Energy Electric has a pole line along Macauley Street. Duke Energy will need to be granted an easement for these facilities if this area is vacated.

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(v) *Buildings and Inspections:*

1. 35 E McMillan, adjacent to the west, relies 100% on McCauley for access to their parking facilities. This property must be granted a full access easement, no less than 20 ft. in width unless greater desired by DOTE.

2. In order to protect the viability of the historic structure at 2421 Auburn Avenue, Developer has previously agreed with MSD to conclusively demonstrate the following has been constructed and completed prior to sale

    a. Developer shall reroute the lateral of 2421 Auburn Avenue to tie into the southernmost manhole on Macauley where 2415 Auburn is currently tied.

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(C) Right to Terminate. If either party determines, after exercising reasonable good faith efforts, that any of the Conditions are not or cannot be satisfied within a reasonable period of time, such party shall have the right to terminate this Agreement by giving written notice thereof to the other party, whereupon this Agreement and all rights and obligations of the parties hereunder shall terminate. If all of the Conditions have not been satisfied to the satisfaction of both parties or waived in writing and for that reason the Closing has not occurred within **90 days** after the Effective Date, this Agreement and all rights and obligations of the parties hereunder shall automatically terminate.

(D) Closing Date. Provided the Conditions have been satisfied, the Closing shall take place **30 days** after the Effective Date, or on such earlier or later date as the parties may agree upon.

(E) Closing Costs and Closing Documents. At the Closing, (i) Developer shall pay the Purchase Price in full, and (ii) the City shall convey all of its right, title and interest in and to the Sale Property to Developer by *Quitclaim Deed* in the form of Exhibit B. Developer shall pay all Hamilton County, Ohio recording fees, transfer tax, and any and all other customary closing costs associated with the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Developer shall pay all real estate taxes and assessments thereafter becoming due. At

Closing, the parties shall execute a settlement statement and any and all other customary closing documents that are necessary for the Closing, in such forms as are approved by the City. The City shall not however be required to execute a title affidavit at Closing or other similar documents pertaining to title, it being acknowledged by Developer that the City is selling the Property "as is." Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Developer shall pay to the City any and all unpaid related and unrelated fines, penalties, judgments, water or other utility charges, and any and all other outstanding amounts owed by Developer to the City. The provisions of this Agreement shall survive the City's execution and delivery of the *Quitclaim Deed* and shall not be deemed to have been merged therein.

3. **NOTICES**. All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by Federal Express, UPS or other recognized overnight courier, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses set forth in the introductory paragraph of this Agreement. Notices shall be deemed given on the date of receipt. If Developer sends a notice to the City alleging that the City is in default under this Agreement, Developer shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

4. **REPRESENTATIONS, WARRANTIES, AND COVENANTS OF DEVELOPER**. Developer makes the following representations, warranties and covenants to induce the City to enter into this Agreement:

(i) Developer is a limited liability company duly organized and validly existing under the laws of the State of Ohio, has been properly qualified to do business in the State of Ohio, and is not in violation of any laws of the State of Ohio relevant to the transactions contemplated by this Agreement.

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

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

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

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

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

(vii) Developer does not owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

5. **GENERAL PROVISIONS.**

(A) Assignment. Developer shall not assign its rights or interests under this Agreement to any third party without the prior written consent of the City, which consent may be withheld in the City's sole discretion.

(B) Entire Agreement. This Agreement (including all exhibits) contain the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof.

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

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

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

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

(J) No Third-Party Beneficiaries. The parties hereby agree that no third party beneficiary rights are intended to be created by this Agreement.

(K) No Brokers. The City and Developer represent to each other that they have not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Agreement.

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

6. **EXHIBITS**. The following exhibits are attached hereto and made a part hereof:

Exhibit A – *Survey Plat*
Exhibit B - *Quitclaim Deed –Sale Property*

This Agreement is executed by the parties on the dates indicated below their signatures, effective as of the later of such dates (the "**Effective Date**").

AUBURN LAND HOLDINGS LLC,
an Ohio limited liability company

By: _____

Printed name: _____

Title: _____

Date: _____, 2021

CITY OF CINCINNATI

By: _____

Printed name: _____

Title: _____

Date: _____, 2021

Approved by:

_____
John S. Brazina, Director,
Department of Transportation and Engineering

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A
to Property Sale Agreement

Survey Plat

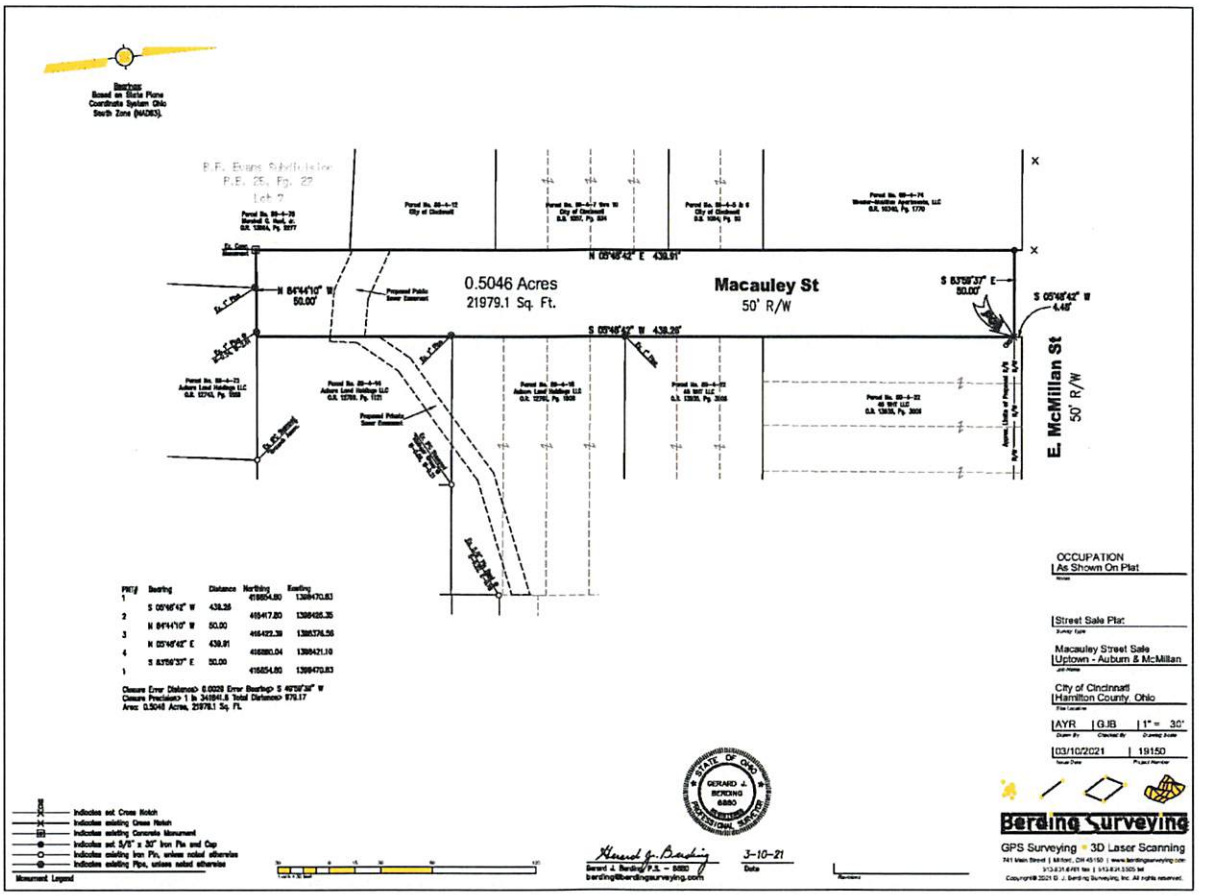

Exhibit B
to Property Sale Agreement

Form of Quitclaim Deed

SEE ATTACHED

[SPACE ABOVE FOR RECORDER'S USE]

QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), for valuable consideration paid, hereby grants and conveys to **AUBURN LAND HOLDINGS LLC**, an Ohio limited liability company, whose mailing address is 260 E. University Avenue, Cincinnati, OH 45219 ("**Grantee**"), all of the City's right, title and interest in and to the real property shown on Exhibit A (*Survey Plat*) and described on Exhibit B (*Legal Description*) hereto (the "**Property**"):

Street Address: None: vacated portion of former public right-of-way known as Macauley Street

None (former public right-of-way)
Prior instrument reference: None (former public right-of-way)

Pursuant to Ohio Revised Code Chapter 723 and Ordinance No. __-2021, passed by Cincinnati City Council on _____, 2021, the Property is hereby vacated as public right-of-way by the City.

Creation of Utility Easement: This conveyance is subject to R.C. Section 723.041 so that any affected public utility shall be deemed to have a permanent easement in such vacated portions of Bartle Avenue for the purpose of maintaining, operating, renewing, reconstructing, and removing said utility facilities and for purposes of access to said facilities.

This conveyance was authorized by Ordinance No. __-2021, passed by Cincinnati City Council on _____, 2021.

Executed on _____, 2021.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021 by _____, the _____ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. This 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: _____

Approved 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
Cincinnati, Ohio 45202

EXHIBIT A
to Quitclaim Deed

Survey Plat

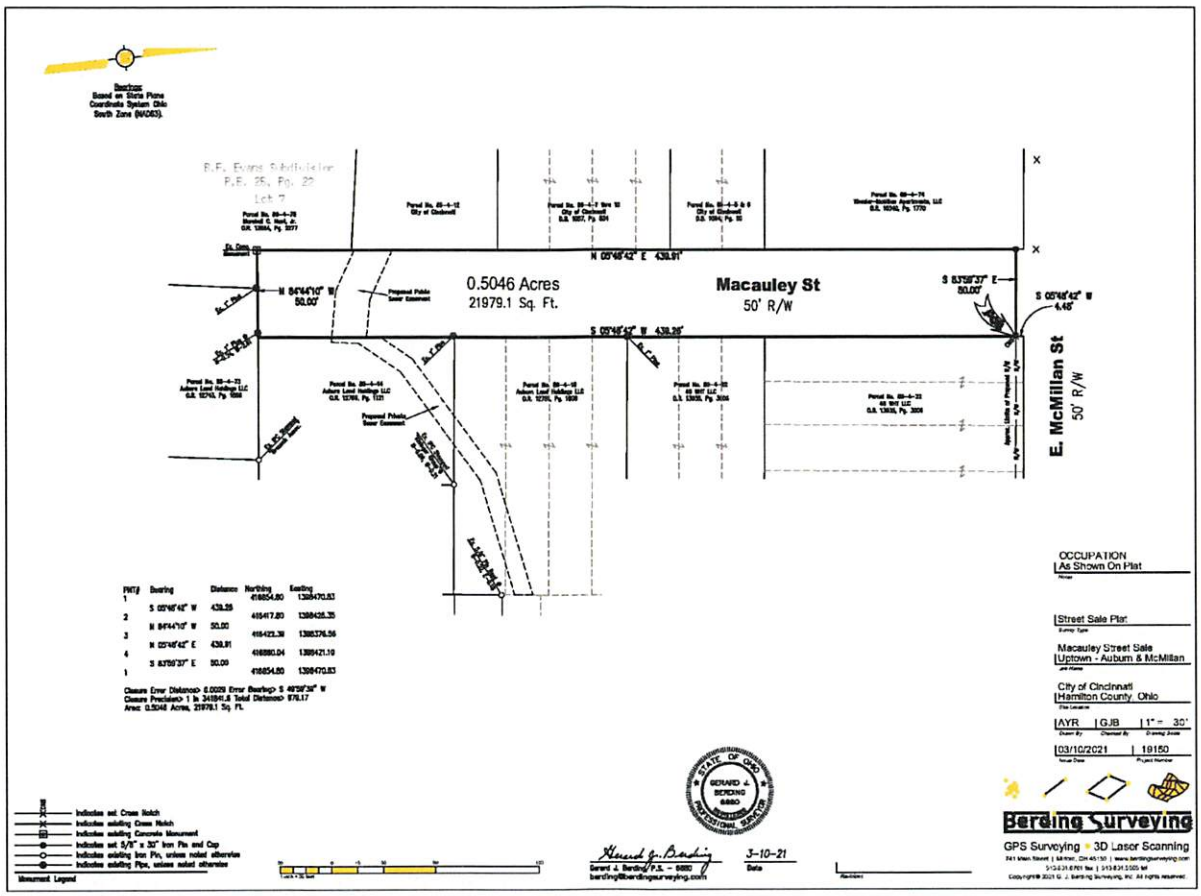

EXHIBIT B
to Quitclaim Deed

LEGAL DESCRIPTION

Berding Surveying

GPS Surveying • 3D Laser Scanning

Description for: Uptown
Location: Macauley Street, 0.5046 Acre Street Sale

Situated in City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

COMMENCING at the intersection of the original south line of E. McMillan Street and east line of Macauley Street;

Thence with the east line of said Macauley Street, South 05°48'42" West, 4.48 feet to a set cross notch and the **POINT OF BEGINNING;**

Thence with the east line of said Macauley Street, South 05°48'42" West, 439.26 feet to the southeast terminus of said Macauley Street referenced by an existing one-inch pipe 0.24 feet North and 2.61 feet West;

Thence with the terminus of said Macauley Street, North 84°44'10" West, 50.00 feet to an existing concrete monument at the southwest terminus of said Macauley Street;

Thence with the west line of said Macauley Street, North 05°48'42" East, 439.91 feet to a set iron pin;

Thence with the prolongation of the approximate limits of the proposed south right of way of aforesaid E. McMillan Street, South 83°59'37" East, 50.00 feet to the **POINT OF BEGINNING.**

CONTAINING 0.5046 ACRES and being subject to all legal easements and highways of record.

The above described parcel being part of the right of way of Macauley Street.

The bearings are based on State Plane Coordinate System Ohio South Zone (NAD83).

All iron pins set are 5/8" X 30" rebar with cap stamped "G.J. BERDING SURVEYING, INC".

Prepared by G.J. BERDING SURVEYING, INC. on March 10, 2021. Based on a Street Sale Plat prepared by G.J. BERDING SURVEYING, INC. on March 10, 2021.

Gerard J. Berding

Gerard J. Berding, P.S. - 6880

3-10-21
Date

STATE OF OHIO
GERARD J. BERDING
6880
REGISTERED
PROFESSIONAL SURVEYOR

Contract No: _____

Project:
vacation and sale of Macauley Street

PROPERTY SALE AGREEMENT

THIS PROPERTY SALE AGREEMENT (this "**Agreement**") is made and entered into effective as of the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), and **AUBURN LAND HOLDINGS LLC**, an Ohio limited liability company, the address of which is 2718 Short Vine Street, Cincinnati, OH 45219 ("**Developer**").

Recitals:

A. The City owns approximately 0.5046 acres of land dedicated as public right-of-way known as Macauley Street in the Mt. Auburn neighborhood of Cincinnati, Ohio, as depicted on Exhibit A (*Survey Plat*) and described on Exhibit B (*Quitclaim Deed*) hereto (the "**Sale Property**"). The Sale Property is under the management of the City's Department of Transportation and Engineering ("**DOTE**").

B. Developer owns adjoining property that abuts the Sale Property, as depicted on Exhibit A hereto ("**Developer's Property**"). Developer has petitioned the City to vacate the Sale Property as public right-of-way and seeks to purchase it from the City.

C. Alan S. Henderson, Esq., a reputable attorney practicing in Hamilton County, Ohio, has provided the following: (i) an Attorney's Certificate of Title dated March 24, 2021, certifying that Developer, 45 WHT LLC, the City, Marshall C. Hunt, Jr., and 35 E. McMillan Avenue LLC are the owners of all real property abutting the Sale Property, and (ii) the written consent of all necessary abutters to the City's vacation and sale of the Sale Property to Developer.

D. Pursuant to Ohio Revised Code Chapter 723, the legislative authority of a municipal corporation may convey the fee simple estate or other interest in land used for streets and alleys if it has determined that the property is not needed for municipal purposes.

E. The City has determined that the Sale Property is not needed for transportation or any other municipal purpose and that the sale of the Sale Property will not be detrimental to the public interest.

F. The City's Real Estate Services Division has determined, by a professional appraisal, by professional appraisal, that the approximate fair market value of the Property is $88,000, however, the City is agreeable to convey the Property for $1.00 in consideration of approximately 0.525 acres of real property located along the E. McMillan Street and Auburn Avenue rights-of-way that Developer and its affiliate donated to the City as part of the Auburn Avenue Improvement Project, which real property the City's Real Estate Services Division has determined, by a professional appraisal, to have a fair market value of $193,639, a difference of $105,639.

G. The City has determined that eliminating competitive bidding in connection with the City's sale of the Sale Property is justified because Developer owns or controls all real property that abuts the Sale Property, or otherwise has obtained the consent of all necessary abutters to the City's vacation and sale of the Sale Property, and as a practical matter no one other than an abutting property owner would have any use for it. Also, the sale of the Sale Property to Developer will enable Developer to assemble a buildable site to accommodate the construction of a proposed mixed use development, thereby putting the currently undeveloped land to its highest and best use and provide the City with jobs and other economic benefits.

H. Section 13 of Article VIII of the Ohio Constitution provides that, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political subdivisions to sell, lease, exchange, or otherwise dispose of property within the State of Ohio for industry, commerce, distribution and research.

I. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the Sale Property to Developer at its meeting on May 22, 2020.

J. Execution of this Agreement was authorized by Cincinnati City Council by Ordinance No. _____-2021, passed on _____, 2021.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Purchase Price**. Subject to the terms and conditions set forth herein, the City hereby agrees to sell the Sale Property to Developer, and Developer hereby agrees to purchase the Sale Property from the City for $1.00 (the "**Purchase Price**"). Developer acknowledges that it is familiar with the condition of the Sale Property and, at Closing (as defined below), the City shall convey the Sale Property to Developer in "as is" condition. The City makes no representations or warranties to Developer with respect to the condition of the Sale Property and, from and after the Closing, the City shall have no liability of any kind to Developer for any defects, adverse environmental condition, or any other matters affecting the Sale Property.

2. **Closing**.

(A) Conditions. The closing on the City's sale of the Sale Property to Developer (the "**Closing**") shall not occur unless and until the following conditions have been satisfied (the "**Conditions**"); *provided, however*, that if the City, in its sole discretion, determines that one or more of the Conditions would be more appropriately handled at Closing or post-Closing, the City may, if appropriate, include such Conditions in the City's Quitclaim Deed to Developer or handle such Conditions post-Closing. Developer shall perform all work and investigations and shall obtain and prepare all necessary documents pertaining to the satisfaction of the Conditions, at no cost to the City.

(i) Title & Survey: Developer's approval of title to the Sale Property and, if obtained by Developer, an ALTA property survey of the Sale Property;

(ii) Inspections, Utilities & Zoning/Building Code Requirements: Developer's approval of inspections of the Sale Property, including without limitation environmental assessments and soil assessments, all matters pertaining to utility service for the Sale Property, and all zoning and building code requirements that are applicable to the Sale Property;

(iii) Plats and Legal Descriptions: Developer shall have provided the City with all plats and legal descriptions as required by DOTE, the City Planning Department, and the Hamilton County Auditor and Recorder in connection with the City's vacation and sale of the Sale Property;

(iv) Abutter's Interests: Developer shall have provided the City with an attorney's certificate of title certifying the names of all abutters to the Sale Property.

(B) CR Conditions. As a condition of Closing, the following conditions, as identified in the City's Coordinated Report (**CR #65-2029**) ("**CR Conditions**") shall be satisfied:

(i) *DOTE:*

1. DOTE does not object to the vacation to allow for the proposed concept plan. The adjacent property owners will need to agree to the vacation, and their parking issues addressed satisfactorily by the developer.

2. McCauley Street at McMillan Street should be converted from a street opening to a drive apron.

3. DOTE will need to review and approve the final site plan and traffic impact study, and coordinate with the developer for site specifics relative to the roadway plans on McMillan Street and Auburn Avenue.

4. Development must allow for additional right-of-way needed for roadway improvements for McMillan Street and Auburn Avenue from this site.

5. The petitioner is required, at own expense, to provide the City with an acceptable legal description for the easement/sale areas that meet the recordable standards of the Hamilton County Recorder's Office. It must be approved by DOTE.

6. A DOTE street opening permit, obtained by a DOTE licensed street contractor, is required for all private improvements in the public right-of-way. All improvements in the public right-of-way must be built to City standards, policies and guidelines. Application for permits may be made at Room 425, City Hall, 801 Plum Street. Please note that plan drawings (2 sets), to be reviewed by DOTE, must be attached to the permit application.

(ii) *MSD*:

1. An existing 12" diameter public sewer (ranging in depth of approximately 7' to 20') is presently located within the Macauley St ROW. A 20' wide (minimum) permanent easement centered on the existing sewer to remain in service will be required by MSDGC in the vacationing of Macauley St. The final permanent easement width may need to be increased depending on the length of the existing sewer to remain supporting the final project design. Note, an additional 3' on either side of the permanent easement will be required, along with other restrictions, as outlined per MSDGC Rules and Regulation Section 207. No structure which can interfere with the access to the public sewer or can exert loading upon a public sewer will be allowed per MSDGC Rules and Regulation Section 206.

2. A MSDGC Excavation/Fill permit as well as bond will be necessary for any construction, construction traffic, earthwork, or any other construction activity over the existing public sewer should a portion remain within the vacated Macauley St or become part of the project's construction area. A MSDGC E/F permit will also be necessary for any other existing public sewer within or adjacent to the project's final construction area. Additional requirements will be established by the MSDGC E/F permit (such as verification and usage of existing or abandoned building services to the combined sewer through dye testing, CCTVing, etc) depending on the final project concept plan and submission of the MSDGC Request for Availability for Sewer Service (mentioned below in Item 3) for the final project.

3. A MSDGC Request for Availability for Sewer Service (RASS) will be required by the project for the future development or redevelopment. The MSDGC RASS will determine the availability of a sewer and outline any additional MSDGC project requirements that could impact a project schedule if not considered early in project planning, such as the need to obtain any MSDGC tap or special permits, easements (such as Item 1 above), Ohio EPA Permit to Install, utilization of licensed and bonded sewer tappers with MSDGC, sewer inspection scheduling, project on-site separation of flow requirements, MSDGC Excavation/Fill permitting

and bonding (such as Item 2 above), MSDGC detention requirements per Section 303 of the MSDGC Rules and Regulations, need for a grease interception system, and/or a reminder for the project to coordinate with City of Cincinnati Stormwater Management Utility of the Department of the Greater Cincinnati Waterworks for their specific additional detailed storm water , storm water detention, and flood plain requirements.

4. The rerouting of the lateral for HN 2421 Auburn will require a MSDGC permit and will need to be shown on the project's site plans. This installation work for the rerouting shall be completed by a MSDGC licensed tapper at the project's expense. It shall not be connected to the existing lateral for HN 2413 and cannot be rerouted directly into the existing manhole. A copy of the recorded document demonstrating the private easements necessary for the rerouted lateral between property owners will need to be provided to MSDGC with the tap application.

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

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

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

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(J) No Third-Party Beneficiaries. The parties hereby agree that no third party beneficiary rights are intended to be created by this Agreement.

(K) No Brokers. The City and Developer represent to each other that they have not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Agreement.

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

6. EXHIBITS. The following exhibits are attached hereto and made a part hereof:

Exhibit A – *Survey Plat*
Exhibit B - *Quitclaim Deed –Sale Property*

This Agreement is executed by the parties on the dates indicated below their signatures, effective as of the later of such dates (the "**Effective Date**").

AUBURN LAND HOLDINGS LLC,
an Ohio limited liability company

By: _____

Printed name: _____

Title: _____

Date: _____, 2021

CITY OF CINCINNATI

By: _____

Printed name: _____

Title: _____

Date: _____, 2021

Approved by:

_____
John S. Brazina, Director,
Department of Transportation and Engineering

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____

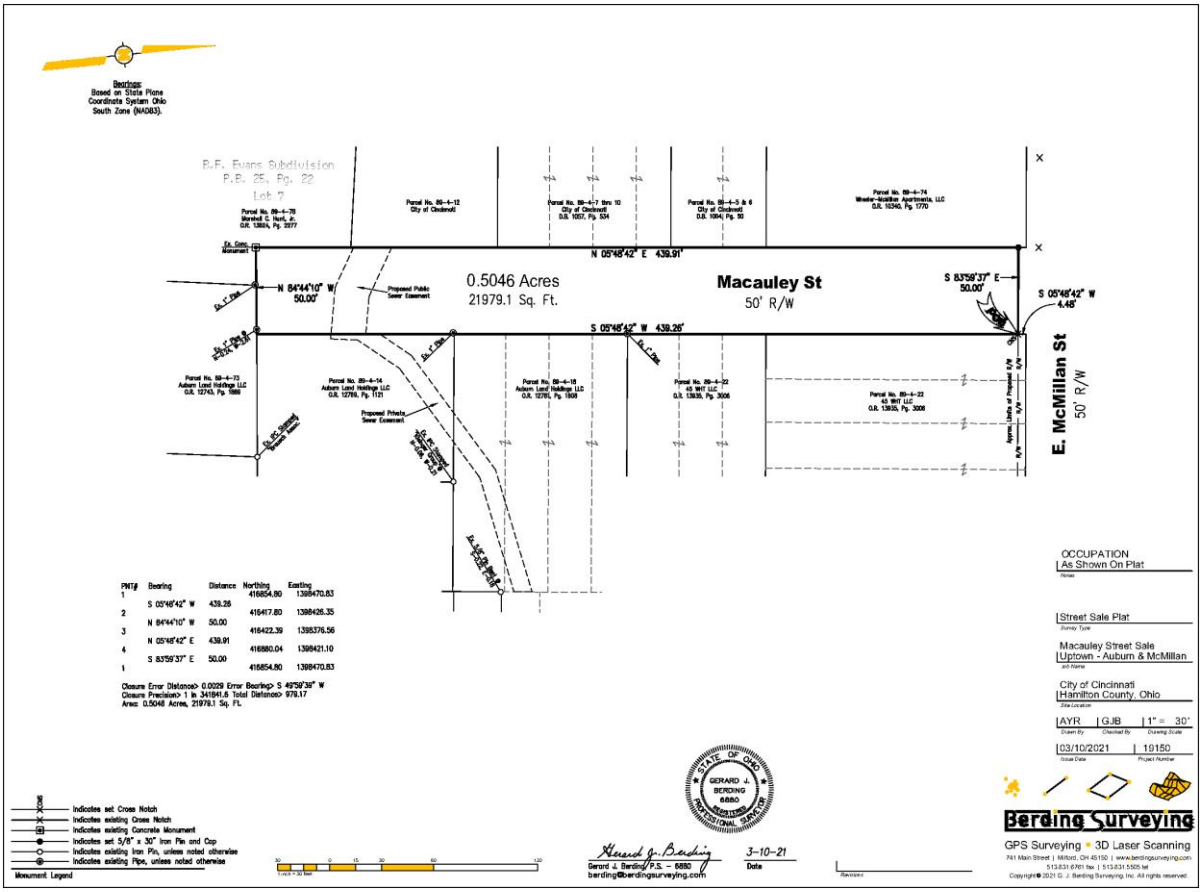
Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A
to Property Sale Agreement

Survey Plat



PNT#	Bearing	Distance	Northing	Easting
1			416854.80	1398470.83
	S 05°48'42" W	439.26		
2			416417.80	1398426.35
	N 84°44'10" W	50.00		
3			416422.39	1398376.56
	N 05°48'42" E	439.91		
4			416860.04	1398421.10
	S 83°59'37" E	50.00		
1			416854.80	1398470.83

Closure Error Distance> 0.0029 Error Bearing> S 49°59'39" W
Closure Precision> 1 in 341841.6 Total Distance> 979.17
Area: 0.5046 Acres, 21979.1 Sq. FT.

Indicates set Cross Notch
Indicates existing Cross Notch
Indicates existing Concrete Monument
Indicates set 5/8" x 30" Iron Pin and Cap
Indicates existing Iron Pin, unless noted otherwise
Indicates existing Pipe, unless noted otherwise

Gerard J. Berding P.S. - 6880
berding@berdingsurveying.com

Exhibit B
to Property Sale Agreement

Form of Quitclaim Deed

SEE ATTACHED

[SPACE ABOVE FOR RECORDER'S USE]

QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), for valuable consideration paid, hereby grants and conveys to **AUBURN LAND HOLDINGS LLC**, an Ohio limited liability company, whose mailing address is 260 E. University Avenue, Cincinnati, OH 45219 ("**Grantee**"), all of the City's right, title and interest in and to the real property shown on Exhibit A (*Survey Plat*) and described on Exhibit B (*Legal Description*) hereto (the "**Property**"):

Street Address: None: vacated portion of former public right-of-way known as Macauley Street

None (former public right-of-way)

Prior instrument reference: None (former public right-of-way)

Pursuant to Ohio Revised Code Chapter 723 and Ordinance No. __-2021, passed by Cincinnati City Council on _____, 2021, the Property is hereby vacated as public right-of-way by the City.

Creation of Utility Easement: This conveyance is subject to R.C. Section 723.041 so that any affected public utility shall be deemed to have a permanent easement in such vacated portions of Bartle Avenue for the purpose of maintaining, operating, renewing, reconstructing, and removing said utility facilities and for purposes of access to said facilities.

This conveyance was authorized by Ordinance No. __-2021, passed by Cincinnati City Council on _____, 2021.

Executed on _____, 2021.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021 by _____, the _____ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. This 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: _____

Approved 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
Cincinnati, Ohio 45202

EXHIBIT A
to Quitclaim Deed

Survey Plat

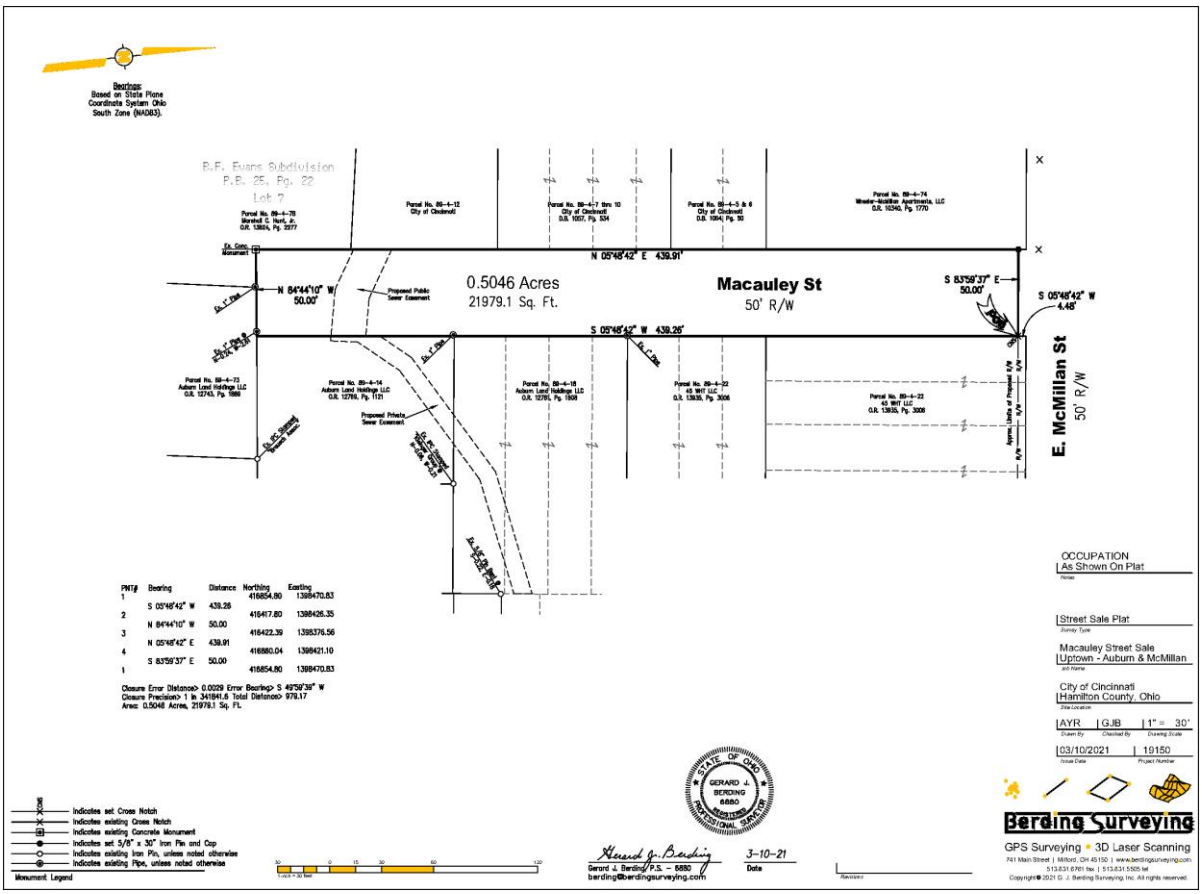


EXHIBIT B
to Quitclaim Deed

LEGAL DESCRIPTION

Berding Surveying

GPS Surveying • 3D Laser Scanning

Description for: Uptown
Location: Macauley Street, 0.5046 Acre Street Sale

Situated in City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

COMMENCING at the intersection of the original south line of E. McMillan Street and east line of Macauley Street;

Thence with the east line of said Macauley Street, South 05°48'42" West, 4.48 feet to a set cross notch and the **POINT OF BEGINNING;**

Thence with the east line of said Macauley Street, South 05°48'42" West, 439.26 feet to the southeast terminus of said Macauley Street referenced by an existing one-inch pipe 0.24 feet North and 2.61 feet West;

Thence with the terminus of said Macauley Street, North 84°44'10" West, 50.00 feet to an existing concrete monument at the southwest terminus of said Macauley Street;

Thence with the west line of said Macauley Street, North 05°48'42" East, 439.91 feet to a set iron pin;

Thence with the prolongation of the approximate limits of the proposed south right of way of aforesaid E. McMillan Street, South 83°59'37" East, 50.00 feet to the **POINT OF BEGINNING**.

CONTAINING 0.5046 ACRES and being subject to all legal easements and highways of record.

The above described parcel being part of the right of way of Macauley Street.

The bearings are based on State Plane Coordinate System Ohio South Zone (NAD83).

All iron pins set are 5/8" X 30" rebar with cap stamped "G.J. BERDING SURVEYING, INC".

Prepared by G.J. BERDING SURVEYING, INC. on March 10, 2021. Based on a Street Sale Plat prepared by G.J. BERDING SURVEYING, INC. on March 10, 2021.

Gerard J. Berding

Gerard J. Berding, P.S. - 6880

3-10-21
Date

STATE OF OHIO
GERARD J. BERDING
6880
REGISTERED
PROFESSIONAL SURVEYOR

KKF

- 2021

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in an amount up to $30,000 from the Greater Cincinnati Foundation, Educational Success Program, for the purpose of providing low- to no-cost programming for families in need; and AUTHORIZING the Finance Director to deposit these funds in Recreation Special Activities Fund revenue account no. 323x199x8571.

WHEREAS, a grant is available from the Greater Cincinnati Foundation, Educational Success Program to support low- to no-cost programming for families in need; and

WHEREAS, the Cincinnati Recreation Commission intends to submit an application in the amount of $30,000 to the Greater Cincinnati Foundation; and

WHEREAS, the application deadline for this grant was prior to the approval of this ordinance by Council, so grant funds will not be accepted if the ordinance is not approved; and

WHEREAS, acceptance of the grant requires no matching funds, and there are no new FTEs associated with the grant; and

WHEREAS, this ordinance is in accordance with the Collaborate goal to "[w]ork in synergy with the Cincinnati Community," as described on page 209 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to apply for, accept, and appropriate a grant in the amount of up to $30,000 from the Greater Cincinnati Foundation, Educational Success Program, for the purpose of providing low- to no-cost programming for families in need.

Section 2. That the Director of Finance is hereby authorized to deposit the grant funds into Recreation Special Activities Fund revenue account no. 323x199x8571.

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

Section 4. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

April 14, 2021

To: Mayor and Members of City Council 202101424

From: Paula Boggs Muething, City Manager

Subject: **COMMERCIAL CRA TAX ABATEMENT FOR 5920 HAMILTON AVENUE**

Attached is an Emergency Ordinance captioned as follows:

> **APPROVING AND AUTHORIZING** the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with CH KeyMark LLC, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 5920 Hamilton Avenue in the College Hill neighborhood of Cincinnati, in connection with the remodeling of the existing building to create approximately 5,200 square feet of commercial restaurant space, at a total construction cost of approximately $848,000.

BACKGROUND/CURRENT CONDITIONS

CH Keymark LLC ("Developer") plans to renovate a vacant commercial building in College Hill, 5920 Hamilton Ave ("Property") to create finished restaurant space for a committed commercial tenant, the Sleepy Bee Cafe.

This development began when College Hill Community Urban Redevelopment Corporation (CHCURC), with partial assistance from the City in the form of a CDBG acquisition loan, successfully acquired the former House of Joy church portfolio of properties in the College Hill business district in December 2018. Since that time, CHCURC has partnered with 8K Construction Company, LLC (8K) in a plan to renovate several properties in the College Hill Business District in what will be called the KeyMark development. This project is the first phase of KeyMark.

DEVELOPER INFORMATION

The Developer, CH Keymark LLC, is a project-specific partnership entity affiliated with both CHCURC and 8K. Both developers have previously completed commercial and mixed-use renovation projects in the city of Cincinnati.

The tenant, Wee Hive, LLC, does business as the Sleepy Bee Café, which is a restaurant that has existing locations in the Central Business District, Blue Ash, Avondale, and the original Oakley location.

PROJECT DESCRIPTION

The Developer plans a major renovation of the 5,200 square foot building to finish out the restaurant space with a full kitchen and outdoor patio. The tenant plans to offer breakfast, lunch, and dinner at this location *when* it opens in approximately twelve months. The total development cost will be approximately $1,293,000.

The restaurant tenant commits to the creation of 30.5 new full-time equivalent jobs within 3 years, with a total annual payroll of approximately $964,080. In addition, the project will create 15 temporary construction jobs representing approximately $580,000 in payroll.

This project supports the Plan Cincinnati strategy to "'Grow our own' by focusing on retention, expansion and relocation of existing businesses," (*Plan Cincinnati*, p. 103) including "actively pursu[ing] small and medium-sized local businesses to locate within centers of activity to help businesses grow and neighborhoods revitalize" (p. 116).

PROPOSED INCENTIVE

DCED is recommending a net 60% commercial tax abatement for a 15-year term, inclusive of a 7% VTICA contribution. DCED considers the project to be an Undercapitalized Project pursuant to City Council's Commercial CRA policy for neighborhoods.

This historic property's complete renovation represents a very limited return on investment, that is only financially feasible with a tax abatement in place.

In keeping with the requirements of the Undercapitalized Project designation, the project provides multiple public benefits including the elimination of blight/vacancy, the creation of jobs, and contribution to a neighborhood VTICA to benefit the College Hill neighborhood and affordable housing.

SUMMARY	
Forgone Public Benefit if Project Does not Proceed	
CPS PILOT (Forgone New Revenue)	($77,948)
VTICA (Forgone New Revenue)	($16,534)
Income Tax (Forgone New Revenue)	($269,872)
Total Public Benefit Lost	($364,354)
Incentive Value	
Annual Net Incentive to Developer	$9,448
Total Term Incentive to Developer	**$141,724**
City's Portion of Property Taxes Forgone	**$30,485**
Public Benefit	
CPS PILOT	
Annual CPS Pilot	$5,197
Total Term CPS PILOT	**$77,948**
VTICA	
Annual VTICA	$1,102
Total Term VTICA	**$16,534**
Income Tax (Max)	**$269,872**
Total Public Benefit (CPS PILOT/VTICA /Income Tax)	**$364,354**
Total Public Benefit ROI*	$2.57
City's ROI**	$9.39

*This figure represents the total dollars returned for public purposes (City/Schools/Other) over the benefit received

**This figure represents the total dollars returned for City/VTICA over the City's property taxes forgone

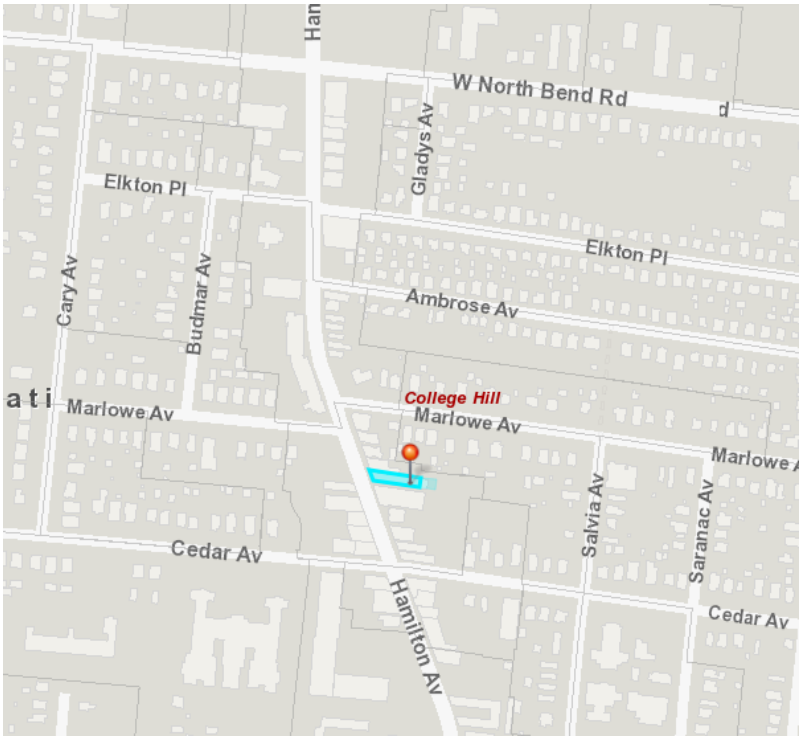
RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance. The reason for the emergency clause is that the project is scheduled to begin construction immediately upon City approval of the incentive.

Attachment: A. Property location and photographs

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

Attachment A: Location and Photographs



Property Location

5920 Hamilton Avenue

EMERGENCY

City of Cincinnati

DSC BWG

An Ordinance No. _____ - 2021

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with CH KeyMark LLC, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 5920 Hamilton Avenue in the College Hill neighborhood of Cincinnati, in connection with the remodeling of the existing building to create approximately 5,200 square feet of commercial restaurant space, at a total construction cost of approximately $848,000.

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 ("ORC") Sections 3735.65 through 3735.70 (the "Statute"); and

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

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

WHEREAS, CH KeyMark LLC (the "Company") desires to remodel an existing building located on real property at 5920 Hamilton Avenue located within the corporate boundaries of the City of Cincinnati into approximately 5,200 square feet of commercial restaurant space (the "Improvements"), provided that the appropriate development incentives are available to support the economic viability of the Improvements; and

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

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

WHEREAS, the Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020 (as may be amended, the "Board of Education Agreement"), has approved exemptions of up to 100% of Community Reinvestment Area projects, waived advance notice and the right to review

such projects, and waived sharing or allocation of municipal income taxes in connection with such projects; and

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

WHEREAS, the Company has represented that it has entered into (or will enter into) a voluntary tax incentive contribution agreement with a third-party organization for amounts equal to 7% of the exempt real property taxes, which funds shall be committed by the third-party organization to facilitate permanent improvements and neighborhood services furthering redevelopment in the neighborhood of the Improvements and to support affordable housing on a City-wide basis; and

WHEREAS, the Improvements do not involve relocation of part or all of the Company's operations from another county or municipal corporation in Ohio or, if there is relocation, notice has been given per ORC 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* with CH KeyMark LLC (the "Agreement"), thereby authorizing a 15-year tax exemption for 100% of the assessed value of improvements to be made to real property located at 5920 Hamilton Avenue in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of the existing building to create approximately 5,200 square feet of commercial restaurant space, to be completed at a total construction cost of approximately $848,000.

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, in accordance with Ohio Revised Code Section 3735.672; and

(iv) to take all necessary and proper actions to fulfill the City's obligations under the Agreement.

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

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

Attachment A to Ordinance

CRA Tax Exemption Agreement

SEE ATTACHED

Contract No. _____

Community Reinvestment Area Tax Exemption Agreement

This Community Reinvestment Area Tax Exemption Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and among the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), CH KEYMARK LLC, an Ohio limited liability company (the "Owner") and WEE HIVE, LLC, an Ohio limited liability company dba the Sleepy Bee (the "Tenant"; jointly, the Owner and the Tenant are the "Company").

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. Owner is the sole owner of certain real property within the City, located at 5920 Hamilton Avenue, Cincinnati, Ohio 45224 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.

E. The Company has proposed the remodeling of a building located on the Property, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"); provided that the appropriate development incentives are available to support the economic viability of the Project.

F. Prior to the execution of this Agreement, Tenant signed a lease agreement under which Owner leases the Property to Tenant for a term of at least fifteen years to begin upon completion of remodeling the Property.

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 College Hill 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 College Hill neighborhood and with the intention of preserving and improving the availability of quality, reliable affordable housing on a City-wide basis, as a material inducement to the City to enter into this Agreement, the Company hereby represents to the City that it will enter into a voluntary tax incentive contribution agreement ("VTICA") with a City-designated third-party non-profit administrative organization (the "Third-Party Administrator") to contribute to the Third-Party Administrator an amount equal to seven percent (7%) of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA

Contribution"). Half of such VTICA Contribution is to be committed by the Third-Party Administrator to facilitate permanent improvements and neighborhood services furthering urban redevelopment in the College Hill 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. _____-2021, passed by Cincinnati City Council on _____, 2021.

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 remodel the existing building on the Property to create approximately 5,200 square feet of commercial space consisting of a restaurant (the "Improvements") at an estimated aggregate cost of $848,000 to commence after the execution of this Agreement and to be completed no later than July 1, 2022; *provided,* however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling shall be in compliance with applicable building code requirements and zoning regulations. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 15 years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised

Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling, (B) the cost of remodeling, (C) the facts asserted in the application for exemption, and (D) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2022 nor extend beyond the earlier of (i) tax year 2036 or (ii) the end of the 15th year of exemption.

Section 3. 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. [1]

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.

(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.

[1] 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.

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 Tenant has (a) no existing employment at the Property, (b) 43 full-time equivalent employees in the City of Cincinnati, and (c) 63.2 full-time equivalent employees at other locations 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) 30.5 full-time permanent jobs and (ii) 15 full-time temporary construction jobs. In the case of the construction jobs, the job creation and retention period shall be concurrent with remodeling, and in the case of the other jobs described herein, the job creation period shall begin upon completion of remodeling and shall end three (3) years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) $964,080 of additional annual payroll with respect to the full-time permanent jobs and (ii) $580,000 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 Owner:

CH KeyMark LLC
c/o CHCURC
Seth Walsh, Executive Director
1551 Marlowe Avenue
Cincinnati, OH 45224

To the Tenant:

Wee Hive, LLC
3094 Madison Road, Suite 2B
Cincinnati, Ohio 45209

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, Ohio 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. Notwithstanding the foregoing, in the event the Owner sells or transfers the Property to a new owner (the "Purchaser"), and the Tenant agrees to continue its lease with the Purchaser, the City agrees, following a written request by the Tenant, to amend this Agreement (in an amendment form prepared by the City and reasonably acceptable to the Tenant and the Purchaser) to substitute the Purchaser for the Owner and continue the abatement as contemplated herein so long as there are no then-existing defaults, or conditions which would, through the provision of notice or the passage of time, become defaults hereunder.

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. Joint and Several Liability. The obligations and liability of the Owner and the Tenant under this Agreement are joint and several, except as otherwise expressly indicated. In dealing with said entities, the City shall be entitled to rely upon information, notices, documents and the like received by the City from only one of said entities to the same extent as if the same had been provided to the City by both entities.

Section 39. 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

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2021

CH KEYMARK LLC,
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Authorized by resolution dated _____

WEE HIVE, LLC,
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

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

Situate in the City of Cincinnati, Hamilton County, Ohio, and being part of Lot 3 of S.F. Cary's Second Subdivision, as per plat thereof recorded in Plat Book 11, Page 54, Hamilton County, Ohio, Records, and more particularly described as follows:

Beginning at a point in the east line of Hamilton Avenue two hundred and fifty-eight and 81/100 (258.81) feet north of the northeast corner of Hamilton and Cedar Avenues; thence North 24° 31' West along the east side of Hamilton Avenue, thirty-five and 47/100 (35.47) feet to a point in said east line of Hamilton Avenue, being the southwest corner of a lot now belonging to Minnie T. Solnimsky; thence east along the south line of said lot of said Minnie T. Solnimsky, two hundred and fifteen and 22/100 (215.22) feet to the east line of said Lot 3,at the northeast corner of a lot heretofore conveyed to The Hollywood Theatre Company by deed recorded in Deed Book 1375, Page 17, of the Deed Records of Hamilton County, Ohio; thence South 0° 51' West thirty-four and 54/100 (34.54) feet, more or less, to a point which is nine and 42/100 (9.42) feet north of the southeast corner of said lot so conveyed to the Hollywood Theatre Company by deed recorded in Deed Book 1375, Page 17, as aforesaid; thence North 86° 58' West one hundred and ninety nine and 43/100 (199.43) feet to a point in the east line of Hamilton Avenue, the place of beginning.

Property Address: 5920 Hamilton Avenue, Cincinnati, Ohio 45224

Auditor's Parcel No.: 233-0004-0132-00 (132-0137 cons.)

Exhibit B to CRA Agreement

APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

Community Reinvestment Area Tax Exemption Agreement

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 among the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), CH KEYMARK LLC, an Ohio limited liability company (the "Owner") and WEE HIVE, LLC, an Ohio limited liability company dba the Sleepy Bee (the "Tenant"; jointly, the Owner and the Tenant are the "Company").

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. Owner is the sole owner of certain real property within the City, located at 5920 Hamilton Avenue, Cincinnati, Ohio 45224 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.

E. The Company has proposed the remodeling of a building located on the Property, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"); provided that the appropriate development incentives are available to support the economic viability of the Project.

F. Prior to the execution of this Agreement, Tenant signed a lease agreement under which Owner leases the Property to Tenant for a term of at least fifteen years to begin upon completion of remodeling the Property.

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 College Hill 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 College Hill neighborhood and with the intention of preserving and improving the availability of quality, reliable affordable housing on a City-wide basis, as a material inducement to the City to enter into this Agreement, the Company hereby represents to the City that it will enter into a voluntary tax incentive contribution agreement ("VTICA") with a City-designated third-party non-profit administrative organization (the "Third-Party Administrator") to contribute to the Third-Party Administrator an amount equal to seven percent (7%) of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA

Contribution"). Half of such VTICA Contribution is to be committed by the Third-Party Administrator to facilitate permanent improvements and neighborhood services furthering urban redevelopment in the College Hill 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. _____-2021, passed by Cincinnati City Council on _____, 2021.

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 remodel the existing building on the Property to create approximately 5,200 square feet of commercial space consisting of a restaurant (the "Improvements") at an estimated aggregate cost of $848,000 to commence after the execution of this Agreement and to be completed no later than July 1, 2022; *provided,* however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling shall be in compliance with applicable building code requirements and zoning regulations. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 15 years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised

Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling, (B) the cost of remodeling, (C) the facts asserted in the application for exemption, and (D) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2022 nor extend beyond the earlier of (i) tax year 2036 or (ii) the end of the 15th year of exemption.

Section 3. 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. [1]

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.

(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.

[1] 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.

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 Tenant has (a) no existing employment at the Property, (b) 43 full-time equivalent employees in the City of Cincinnati, and (c) 63.2 full-time equivalent employees at other locations 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) 30.5 full-time permanent jobs and (ii) 15 full-time temporary construction jobs. In the case of the construction jobs, the job creation and retention period shall be concurrent with remodeling, and in the case of the other jobs described herein, the job creation period shall begin upon completion of remodeling and shall end three (3) years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) $964,080 of additional annual payroll with respect to the full-time permanent jobs and (ii) $580,000 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 Owner:

CH KeyMark LLC
c/o CHCURC
Seth Walsh, Executive Director
1551 Marlowe Avenue
Cincinnati, OH 45224

To the Tenant:

Wee Hive, LLC
3094 Madison Road, Suite 2B
Cincinnati, Ohio 45209

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, Ohio 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. Notwithstanding the foregoing, in the event the Owner sells or transfers the Property to a new owner (the "Purchaser"), and the Tenant agrees to continue its lease with the Purchaser, the City agrees, following a written request by the Tenant, to amend this Agreement (in an amendment form prepared by the City and reasonably acceptable to the Tenant and the Purchaser) to substitute the Purchaser for the Owner and continue the abatement as contemplated herein so long as there are no then-existing defaults, or conditions which would, through the provision of notice or the passage of time, become defaults hereunder.

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. Joint and Several Liability. The obligations and liability of the Owner and the Tenant under this Agreement are joint and several, except as otherwise expressly indicated. In dealing with said entities, the City shall be entitled to rely upon information, notices, documents and the like received by the City from only one of said entities to the same extent as if the same had been provided to the City by both entities.

Section 39. 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

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2021

CH KEYMARK LLC,
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Authorized by resolution dated _____

WEE HIVE, LLC,
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

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

Situate in the City of Cincinnati, Hamilton County, Ohio, and being part of Lot 3 of S.F. Cary's Second Subdivision, as per plat thereof recorded in Plat Book 11, Page 54, Hamilton County, Ohio, Records, and more particularly described as follows:

Beginning at a point in the east line of Hamilton Avenue two hundred and fifty-eight and 81/100 (258.81) feet north of the northeast corner of Hamilton and Cedar Avenues; thence North 24° 31' West along the east side of Hamilton Avenue, thirty-five and 47/100 (35.47) feet to a point in said east line of Hamilton Avenue, being the southwest corner of a lot now belonging to Minnie T. Solnimsky; thence east along the south line of said lot of said Minnie T. Solnimsky, two hundred and fifteen and 22/100 (215.22) feet to the east line of said Lot 3,at the northeast corner of a lot heretofore conveyed to The Hollywood Theatre Company by deed recorded in Deed Book 1375, Page 17, of the Deed Records of Hamilton County, Ohio; thence South 0° 51' West thirty-four and 54/100 (34.54) feet, more or less, to a point which is nine and 42/100 (9.42) feet north of the southeast corner of said lot so conveyed to the Hollywood Theatre Company by deed recorded in Deed Book 1375, Page 17, as aforesaid; thence North 86° 58' West one hundred and ninety nine and 43/100 (199.43) feet to a point in the east line of Hamilton Avenue, the place of beginning.

Property Address: 5920 Hamilton Avenue, Cincinnati, Ohio 45224

Auditor's Parcel No.: 233-0004-0132-00 (132-0137 cons.)

Exhibit B to CRA Agreement

APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED