



# City of Cincinnati

801 Plum Street  
Cincinnati, Ohio 45202

## CALENDAR

### Cincinnati City Council

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Wednesday, February 3, 2021

2:00 PM

Council Chambers, Room 300

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#### REVISED

#### ROLL CALL

#### PRAYER AND PLEDGE OF ALLEGIANCE

#### FILING OF THE JOURNAL

#### MAYOR CRANLEY

1. [202100575](#) **ORDINANCE**, dated 2/2/2021, submitted by Mayor John Cranley, from Andrew W. Garth, Interim City Solicitor, **MODIFYING** the provisions of Title VII, "General Regulations," of the Cincinnati Municipal Code by MODIFYING Section 723-14, "Outdoor Dining Areas," of Chapter 723, "Streets and Sidewalks, Use Regulations," and by ORDAINING new Section 718-7, "Standard Conditions of RSP Approval," of Chapter 718, "Revocable Street Privileges," to authorize revocable street privileges for outdoor dining on public sidewalks and streets.

Recommendation ECONOMIC GROWTH & ZONING COMMITTEE

Sponsors: Mayor

**Southwest Ohio Region Workforce Investment Board (SWORWIB): 52 members; 27 Female/ 25 Male; 24 Minority/ 28 White**

2. [202100323](#) **REAPPOINTMENT**, submitted by Mayor John Cranley, I hereby reappoint Altaf Khurram to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male)

Recommendation CONFIRM

Sponsors: Mayor

3. [202100329](#) **REAPPOINTMENT**, submitted by Mayor John Cranley, I hereby reappoint Michael Beck to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/White)

Recommendation CONFIRM

Sponsors: Mayor

4. [202100335](#) **REAPPOINTMENT**, submitted by Mayor John Cranley, I hereby reappoint Paula Brehm-Heeger to the Southwest Ohio Region Workforce Investment

Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/White)

**Recommendation** CONFIRM

**Sponsors:** Mayor

5. [202100342](#) **REAPPOINTMENT**, submitted by Mayor John Cranley, I hereby reappoint Renee Dean to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/AA)

**Recommendation** CONFIRM

**Sponsors:** Mayor

6. [202100348](#) **REAPPOINTMENT**, submitted by Mayor John Cranley, I hereby reappoint DeJuan Gossett to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/AA)

**Recommendation** CONFIRM

**Sponsors:** Mayor

7. [202100354](#) **REAPPOINTMENT**, submitted by Mayor John Cranley, I hereby reappoint Laurence Jones to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/AA)

**Recommendation** CONFIRM

**Sponsors:** Mayor

8. [202100360](#) **REAPPOINTMENT**, submitted by Mayor John Cranley, I hereby reappoint Matt Jones to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/White)

**Recommendation** CONFIRM

**Sponsors:** Mayor

9. [202100366](#) **REAPPOINTMENT**, submitted by Mayor John Cranley, I hereby reappoint Diana Mairose to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/White)

**Recommendation** CONFIRM

**Sponsors:** Mayor

10. [202100373](#) **REAPPOINTMENT**, submitted by Mayor John Cranley, I hereby reappoint Timothy McCartney to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/White)

**Recommendation** CONFIRM

**Sponsors:** Mayor

11. [202100380](#) **REAPPOINTMENT**, submitted by Mayor John Cranley, I hereby reappoint Peter McLinden to the Southwest Ohio Region Workforce Investment Board



(SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/White)

**Recommendation** CONFIRM

**Sponsors:** Mayor

12. [202100387](#) **REAPPOINTMENT**, submitted by Mayor John Cranley, I hereby reappoint Matthew Owens to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/White)

**Recommendation** CONFIRM

**Sponsors:** Mayor

13. [202100394](#) **REAPPOINTMENT**, submitted by Mayor John Cranley, I hereby reappoint Bridget Patton to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/AA)

**Recommendation** CONFIRM

**Sponsors:** Mayor

14. [202100400](#) **REAPPOINTMENT**, submitted by Mayor John Cranley, I hereby reappoint Michael Prus to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/White)

**Recommendation** CONFIRM

**Sponsors:** Mayor

15. [202100406](#) **REAPPOINTMENT**, submitted by Mayor John Cranley, I hereby reappoint Eric Rademacher to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/White)

**Recommendation** CONFIRM

**Sponsors:** Mayor

16. [202100412](#) **REAPPOINTMENT**, submitted by Mayor John Cranley, I hereby reappoint Diana Small to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/AA)

**Recommendation** CONFIRM

**Sponsors:** Mayor

17. [202100418](#) **REAPPOINTMENT**, submitted by Mayor John Cranley, I hereby reappoint Stephanie Summerow-Dumas to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/AA)

**Recommendation** CONFIRM

**Sponsors:** Mayor

18. [202100424](#) **REAPPOINTMENT**, submitted by Mayor John Cranley, I hereby reappoint Roberta Thomas to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female)  
**Recommendation** CONFIRM  
  
**Sponsors:** Mayor
19. [202100430](#) **REAPPOINTMENT**, submitted by Mayor John Cranley, I hereby reappoint Amy Waldbilling to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female)  
**Recommendation** CONFIRM  
  
**Sponsors:** Mayor
20. [202100436](#) **REAPPOINTMENT**, submitted by Mayor John Cranley, I hereby reappoint Dani Watkins to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/White)  
**Recommendation** CONFIRM  
  
**Sponsors:** Mayor
21. [202100440](#) **APPOINTMENT**, submitted by Mayor John Cranley, I hereby appoint Margaret (Peg) Albert to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female)  
**Recommendation** CONFIRM  
  
**Sponsors:** Mayor
22. [202100442](#) **APPOINTMENT**, submitted by Mayor John Cranley, I hereby appoint Markeia Carter to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/AA)  
**Recommendation** CONFIRM  
  
**Sponsors:** Mayor
23. [202100446](#) **APPOINTMENT**, submitted by Mayor John Cranley, I hereby appoint David Cook to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/AA)  
**Recommendation** CONFIRM  
  
**Sponsors:** Mayor
24. [202100450](#) **APPOINTMENT**, submitted by Mayor John Cranley, I hereby appoint Jesse Grissom to the Southwest Ohio Region Workforce Investment Board

(SWORWIB) for a term of two years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/AA)

**Recommendation** CONFIRM

**Sponsors:** Mayor

25. [202100454](#) **APPOINTMENT**, submitted by Mayor John Cranley, I hereby appoint Myron Hughes to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/AA)

**Recommendation** CONFIRM

**Sponsors:** Mayor

26. [202100457](#) **APPOINTMENT**, submitted by Mayor John Cranley, I hereby appoint Deval Motka to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female)

**Recommendation** CONFIRM

**Sponsors:** Mayor

27. [202100461](#) **APPOINTMENT**, submitted by Mayor John Cranley, I hereby appoint Rhema Nwaneri to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules.

**Recommendation** CONFIRM

**Sponsors:** Mayor

## MS. KEARNEY

28. [202100304](#) **MOTION**, submitted by Councilmember Kearney, **WE MOVE** for the City Administration to provide a report to City Council regarding feasible safety solutions to the current dangerous situation at District 2 headquarters where our officers and civilians must dodge traffic to cross Erie Avenue to get to and from the District 2 Police Headquarters building to their vehicles. There is no crosswalk or light on Erie Avenue at the point of crossing. **WE MOVE** further that the City Administration provide a report on parking solutions for District 2 personnel as well as visitor parking at District 2 headquarters. (STATEMENT ATTACHED).

**Recommendation** LAW AND PUBLIC SAFETY COMMITTEE

**Sponsors:** Kearney

29. [202100546](#) **MOTION**, submitted by Councilmember Kearney, **WE MOVE** for the City

Administration to provide a report showing the increase in property values and property taxes, as well as in the increase in rent in each of our City's 52 neighborhoods during the 10-year period of 2010-2020, and to detail all ways by which the City, Hamilton County, and the State of Ohio provide relief for low and moderate income homeowners and renters in neighborhoods where property values have risen at rates higher than the countywide average. WE FURTHER MOVE for this report to be delivered within 60 days following passage of this motion. (STATEMENT ATTACHED).

**Recommendation** NEIGHBORHOODS COMMITTEE

**Sponsors:** Kearney

## MR. SMITHERMAN

30. [202100573](#) **MOTION**, submitted by Vice Mayor Smitherman, **I MOVE** that Councilmember Steven P. Goodin be appointed as the Vice Chair of the Economic Growth and Zoning Committee.

**Recommendation** MAJOR PROJECTS AND SMART GOVERNMENT COMMITTEE

**Sponsors:** Smitherman

## CITY MANAGER

31. [202001354](#) **REPORT**, dated 2/3/2021, submitted by Paula Boggs Muething, City Manager, regarding Report on Use of Non-Lethal Force in Riot Control. (SEE REFERENCE DOCUMENT #202000831)

**Recommendation** LAW AND PUBLIC SAFETY COMMITTEE

**Sponsors:** City Manager

32. [202002155](#) **REPORT**, dated 2/3/2021, submitted by Paula Boggs Muething, City Manager, regarding Motion to Implement Cincinnati Black United Front and Ohio Justice and Policy Center Recommendations. (SEE REFERENCE DOC #202000774)

**Recommendation** LAW AND PUBLIC SAFETY COMMITTEE

**Sponsors:** City Manager

33. [202002158](#) **REPORT**, dated 2/3/2021, submitted by Paula Boggs Muething, City Manager, regarding CPD Response to Report on Police Reform and Racial Justice. (SEE REFERENCE DOC #202001895)

**Recommendation** LAW AND PUBLIC SAFETY COMMITTEE

**Sponsors:** City Manager

34. [202100269](#) **REPORT**, dated 2/3/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for EVT MANAGEMENT SERVICES LLC, 317 E. 5th Street, Cincinnati, Ohio 45202. (#25948450005, D5, D6, TRANSFER) [Objections: NONE]

**Recommendation** FILE

**Sponsors:** City Manager

35. [202100463](#) **REPORT**, dated 2/3/2021, submitted by Paula Boggs Muething, City Manager, regarding Transit Corridor Zoning Study Plan. (SEE REFERENCE

DOC #202002127)

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

36. [202100466](#) **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 2/3/2021, **Establishing** new capital improvement program project account no. 980x195x211920, "Reeves Driving Range Reconstruction"; and AUTHORIZING the transfer and appropriation of \$775,000 from the unappropriated surplus of Municipal Golf Activities Fund 105 to newly established capital improvement program project account no. 980x195x211920, "Reeves Driving Range Reconstruction," for the purpose of reconstructing the Reeves Driving Range.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

37. [202100467](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 2/3/2021, **AUTHORIZING** the payment of \$90,398.36 from the Finance Department's non-personnel operating budget account no. 151x134x0000x7289 as a moral obligation to Nuveen Asset Management, LLC for investment management and investment advisory services provided to the City of Cincinnati.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

38. [202100468](#) **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 2/3/2021, **AUTHORIZING** the City Manager to execute a *Grant of Easement* in favor of Duke Energy Ohio, Inc., granting a utility easement over a portion of City-owned property generally located at 2026 Seymour Avenue in the Roselawn neighborhood of Cincinnati.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

39. [202100469](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 2/3/2021, **AUTHORIZING** the City Manager to take all necessary and proper actions to cooperate with the Director of the Ohio Department of Transportation in order to facilitate the installation of sidewalks and access ramps, which will be in compliance with the Americans with Disabilities Act, on the western side of Reading Road (U.S. Route 42), in the Roselawn neighborhood, between Sunnybrook Drive and the corporation line with Sycamore Township, including any installations necessary to connect the sidewalk to the eastern side of Reading Road (U.S. Route 42) in the City of Reading.

**Recommendation** MAJOR PROJECTS AND SMART GOVERNMENT COMMITTEE

**Sponsors:** City Manager

40. [202100471](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 2/3/2021, **DECLARING** the intent to appropriate to public use property required for the Auburn Avenue Improvement Project.

**Recommendation** ECONOMIC GROWTH & ZONING COMMITTEE**Sponsors:** City Manager

41. [202100562](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 2/3/2021, **AUTHORIZING** the establishment of new capital improvement program project account no. 980x164x211638, "E. Freedom Way Public Improvements - TIF," for the purpose of providing resources to facilitate the construction of various public improvements related to the closure of a portion of East Freedom Way and creation of a pedestrian plaza; **AUTHORIZING** the transfer and appropriation of \$150,000 from the unappropriated surplus of Downtown South/Riverfront Equivalent Fund 481 to newly established capital improvement program project account no. 980x164x211638, "E. Freedom Way Public Improvements - TIF," for the purpose of providing resources to facilitate the construction the various public improvements related to the closure of a portion of East Freedom Way and creation of a pedestrian plaza including, but not limited to, removable bollards placed in the street to prevent vehicular access to the area and minor electrical work to provide power to the area; **DECLARING** expenditures from capital improvement program project account no. 980x164x211638, "E. Freedom Way Public Improvements - TIF," to be for a public purpose because the projects will foster local improvements and investment and increase neighborhood vitality.

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

42. [202100574](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 2/3/2021, **REPEALING AND REPLACING** Ordinance No.23-2021, passed by Cincinnati City Council on January 21, 2021, in order to **APPROVE** an application for the creation of a designated outdoor refreshment area to be known as the "DORA at The Banks," pursuant to Chapter 838 of the Cincinnati Municipal Code, "Outdoor Refreshment Areas," and to **AUTHORIZE** the City Manager to take all necessary and proper actions to provide for the operation and maintenance of the designated outdoor refreshment area.

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

43. [202100310](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for John S. Juech, Assistant City Manager.

**Recommendation** FILE**Sponsors:** Clerk of Council

44. [202100316](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Melissa Autry, Clerk of Council.

**Recommendation** FILE**Sponsors:** Clerk of Council



45. [202100481](#) **REGISTRATION**, submitted by the Clerk of Council from Legislative Agent Megan Hube, Government Affairs, 225 East 5th Street, Suite 1900, Cincinnati, Ohio 45202.  
**Recommendation** FILE  
**Sponsors:** Clerk of Council
46. [202100482](#) **REGISTRATION**, submitted by the Clerk of Council from Legislative Agent Colleen Marie Reynolds, Government Affairs, 225 East 5th Street, Suite 1900, Cincinnati, Ohio 45202.  
**Recommendation** FILE  
**Sponsors:** Clerk of Council
47. [202100483](#) **REGISTRATION**, submitted by the Clerk of Council from Legislative Agent Matt Davis, Government Affairs, 255 East 5th Street, Suite 1900, Cincinnati, Ohio 45202  
**Recommendation** FILE  
**Sponsors:** Clerk of Council
48. [202100484](#) **REGISTRATION**, submitted by the Clerk of Council from Legislative Agent Edward J. Babbitt, Vice President & Senior Counsel, Western & Southern, 400 Broadway, Cincinnati, Ohio 45202  
**Recommendation** FILE  
**Sponsors:** Clerk of Council
49. [202100485](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Elizabeth Keating, Councilmember.  
**Recommendation** FILE  
**Sponsors:** Clerk of Council
50. [202100488](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Sheryl Long/City Manager's Office/Assistant City Manager.  
**Recommendation** FILE  
**Sponsors:** Clerk of Council
51. [202100489](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Reese Parker Johnson/Sewers/Treatment Superintendent.  
**Recommendation** FILE  
**Sponsors:** Clerk of Council
52. [202100490](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Bobbi Kay Hageman/Finance/Chief Procurement Officer.  
**Recommendation** FILE  
**Sponsors:** Clerk of Council
53. [202100496](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Donald Gindling/DOTE/Deputy Director.

**Recommendation** FILE

**Sponsors:** Clerk of Council

54. [202100502](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Daniel Fortinberry/DCED-Parking/Parking Division Manager.

**Recommendation** FILE

**Sponsors:** Clerk of Council

55. [202100508](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Jason Fleming/Water Works/Treatment Supervisor.

**Recommendation** FILE

**Sponsors:** Clerk of Council

56. [202100514](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Chundur Rajanand/Deputy Director - ETS.

**Recommendation** FILE

**Sponsors:** Clerk of Council

57. [202100520](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for William Brown/Human Resources/Director.

**Recommendation** FILE

**Sponsors:** Clerk of Council

58. [202100526](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for John Brazina/Transportation and Engineering/Director.

**Recommendation** FILE

**Sponsors:** Clerk of Council

59. [202100532](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Joel Koopman/Dept of Public Services/Deputy Director.

**Recommendation** FILE

**Sponsors:** Clerk of Council

60. [202100538](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Jennifer Kay Bolden/Division Manager.

**Recommendation** FILE

**Sponsors:** Clerk of Council

61. [202100544](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Karen Alder/Finance Director.

**Recommendation** FILE

**Sponsors:** Clerk of Council

## BUDGET AND FINANCE COMMITTEE

62. [202100270](#) **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 1/27/2021, **AUTHORIZING** the City Manager to apply for, accept, and appropriate grants in an amount up to \$10,000 from the Dick's Sporting Goods Foundation Sports Matter Community Grants Program for the purpose of funding youth programs at the Price Hill Community Center and the Millvale Community Center.

Recommendation PASS

Sponsors: City Manager

63. [202100272](#) **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 1/27/2021, **ESTABLISHING** new capital improvement program project account no. 980x232x212347, "Kirby & Bruce Safety Improvement Grants," for the purpose of providing grant resources for the realignment of the existing intersection at Kirby Avenue and Bruce Avenue to reduce crashes and improve safety; **AUTHORIZING** the City Manager to accept and appropriate safety improvement grant resources (CFDA #20.205) in an amount up to \$126,000 from the Ohio Department of Transportation to the newly established capital improvement program project account no. 980x232x212347, "Kirby & Bruce Safety Improvement Grants," for the purpose of providing resources for roadway safety improvements (PID 111252) at the existing intersection of Kirby Avenue and Bruce Avenue to reduce crashes and improve safety; and further **AUTHORIZING** the City Manager to enter into any agreements necessary for the receipt and administration of these grant resources.

Recommendation

PASS

Sponsors: City Manager

64. [202100274](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 1/27/2021, **AUTHORIZING** the transfer of the sum of \$2,297,961 within the General Fund from and to various operating budget accounts for the purpose of providing funds to reconcile Early Retirement Incentive Program (ERIP) savings and to provide for the ongoing needs of City departments in accordance with the attached Schedule of Transfer.

Recommendation PASS EMERGENCY

Sponsors: City Manager

65. [202100290](#) **MOTION, (AMENDED)** submitted by Councilmember Landsman, Many of our frontline workers receive some of the lowest wages. They have shown up to work every day during this pandemic, and **WE MOVE** that the Administration pursue a lump-sum payment of no less than \$1,000 in "Hazard Pay" for these lower-wage, critical frontline workers who deliver core services that citizens depend on from their city government. \*We ask that the Administration prioritize City employees who are unable to work from home and deliver core services that our residents depend on; many of these workers are represented by AFSCME, or the American Federation of State, County and Municipal Employees, and fills roles such as our nurses and sanitation workers. AFSCME employees are paid, on average, less than most other City staff, and are at high risk of infecting COVID-19.\*

Recommendation ADOPT

**Sponsors:** Landsman

66. [202100293](#) **MOTION**, submitted by Councilmember Landsman, **WE MOVE** that the Administration draft legislation, if necessary, to allow the Department of Community and Economic Development (DCED) to create a formal internal policy to best leverage the City's debt forgiveness capacity, in order to 1. Better preserve existing affordable housing, and 2. Help finance new affordable housing options in the City.

**Recommendation** ADOPT

**Sponsors:** Landsman

67. [202100295](#) **MOTION**, submitted by Councilmember Landsman, Last year, the City of Cincinnati created a financial forgiveness program for Greater Cincinnati Waterworks' low-income customers. This project - enabled by our City's "Home Rule" - gave direct relief to struggling families amidst the Coronavirus pandemic. The Metropolitan Sewer District of Greater Cincinnati (MSD), however, has split possession; Hamilton County owns MSD, the City of Cincinnati runs it. Due to this arrangement, the City is barred from exploring any meaningful relief programs for low-income rate-payers, and the County has to spend millions on outside consultants and lawyers to perform its role in the MSD relationship. **WE MOVE** that the Administration conduct a report on the potential savings for low-income ratepayers if MSD were able to leverage the City's Home Rule advantage, as well as the savings associated with the aforementioned millions in outside consultants and lawyers with an updated relationship between the City and County. By conducting such a report, we could better determine the positive impacts of an updated partnership between the City and County.

**Recommendation** ADOPT

**Sponsors:** Landsman

68. [202100317](#) **ORDINANCE (EMERGENCY)**, submitted by Mayor John Cranley, from Andrew W. Garth, **AMENDING** Ordinance 384-2020 to approve the Mayor's proposed appointments to the Economic Development Reform Panel, extending the panel's reporting date to August 1, 2021, and making minor clarifications to the ordinance.

**Recommendation** PASS EMERGENCY

**Sponsors:** Mayor

69. [202100465](#) **MOTION**, dated 01/27/2021, submitted by Councilmember Mann, **WE MOVE** that the City of Cincinnati, in recognition of the importance of Black History Month, acknowledges the essential impact of our African American city employees who have contributed to making our City a better place to call home. (STATEMENT ATTACHED)

**Recommendation**

ADOPT

**Sponsors:** Mann

## NEIGHBORHOODS COMMITTEE

70. [202100176](#) **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on

1/21/2021, **NAMING** a new street located in the Sayler Park neighborhood as "Trison Drive."

**Recommendation**

PASS

**Sponsors:**

City Manager

## **SUPPLEMENTAL ITEMS**

### **LAW & PUBLIC SAFETY COMMITTEE**

71. [202100210](#) **MOTION**, submitted by Vice Mayor Smitherman, **WE MOVE** that the city administration solicit a quote for the total cost of a forensic audit on all development deals that have come before Cincinnati City Council over the past three years.

**Recommendation** ADOPT

**Sponsors:**

Smitherman

72. [202100292](#) **MOTION**, submitted by Councilmember Landsman, Cincinnati families are facing unprecedented financial challenges, and the fear of eviction continues to loom for tens of thousands of our children and families. We recognize that our nonprofit partners have, and will continue to receive, significant rental assistance support. But the process of getting these resources to families quickly, and before they end up in eviction court, has been a challenge. As such, **WE MOVE** that the administration pursue a request for information (RFI) to determine who can build a shared data system to enhance eviction prevention programmatic performance and coordination. Such a system would allow providers to more effectively allocate relief and prevention services, keeping more and more of our children and families in stable housing. We ask that the RFI inquire into: 1. Which companies or providers could create such a data system, 2. How much it would cost the city to support the creation of one, 3. How quickly we could build the platform, and 4. How best to get our eviction prevention support providers onto such a system.

**Recommendation** ADOPT

**Sponsors:**

Landsman

73. [202100297](#) **MOTION**, submitted by Councilmember Landsman, **WE MOVE** to request that the Administration provide an update on Ordinance 402-2019, which guarantees that eviction filing data from the Hamilton County Clerk of Courts be made available to service providers partnering with the City of Cincinnati in eviction relief services and eviction prevention initiatives. To date, we have not been able to obtain this data in a regular and reliable manner. The City may need to provide support to the Clerk of Courts to secure this data, and we encourage the Administration to pursue that support. Getting this data in the hands of our partners will allow them to help our residents struggling to pay rent with rental assistance, the ability to stay in their homes, avoid an eviction, or even avoid having to attend eviction court.

**Recommendation** ADOPT

**Sponsors:** Landsman

74. [202100487](#) **ORDINANCE (VERSION B)**, submitted by Andrew Garth, City Solicitor, on 2/1/21, **MODIFYING** Cincinnati Municipal Code Chapter 908, "Crimes Against the Person," by amending Section 908-3, "Criminal Intimidation," for the purpose of adding "gender identity" and "gender expression" to the list of people protected by this Section.

**Recommendation** PASS

**Sponsors:** Seelbach

75. [202100545](#) **REPORT**, submitted by Andrew Garth, City Solicitor and Emily Smart Woerner, Deputy City Solicitor regarding Motion #202100060 (text messages).

**Recommendation** APPROVE & FILE

## ECONOMIC GROWTH & ZONING COMMITTEE

76. [202002336](#) **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 1/6/2021, **APPROVING** a major amendment to the concept plan and development program statement governing Planned Development No. 78, "Firehouse Row," to include certain adjacent properties, thereby approving the rezoning of those properties from the T4N.SF, "Transect Zone 4 Neighborhood Small Footprint," and T4N.SF-O, "Transect Zone 4 Neighborhood Small Footprint - Open" transect zones to Planned Development District No. 78, "Firehouse Row," in order to facilitate the construction of two new multi-family buildings.

**Recommendation** PASS

**Sponsors:** City Manager

77. [202002360](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 1/6/2021, **AMENDING** the official zoning map of the City of Cincinnati to rezone the real property located at 3628-3640 Madison Road and certain other adjacent properties in the Oakley neighborhood from the RMX, "Residential Mixed," zoning district to the CG-A, "Commercial General Auto-Oriented," zoning district to provide for the establishment of new commercial uses, including eating and drinking establishments.

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

78. [202100095](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 1/13/2021, **DESIGNATING** the South Crescent Arms Apartments building located at 3700 Reading Road in the Avondale neighborhood as a historic landmark.

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

79. [202100188](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 2/2/2021, **AMENDING** the official zoning map of the City of Cincinnati to rezone certain real property located at 1333 Arlington Street in the Camp Washington neighborhood from the MG, "Manufacturing General," zoning district to Planned Development District No. 90, "Crosley Building."



**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

80. [202100192](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 2/2/2021, **AMENDING** the official zoning map of the City of Cincinnati to rezone the real property located at 4164 Dane Avenue in the Northside neighborhood from the MG, "Manufacturing General," zoning district to Planned Development District No. 91, "Northside Scholar House."

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

81. [202100195](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 2/2/2021, **AMENDING** the official zoning map of the City of Cincinnati to rezone certain real property commonly known as 548 and 588 Blair Avenue from the RMX, "Residential Mixed," zoning district to the RM-0.7, "Residential Multi-Family," zoning district to facilitate the development of a multi-family apartment building in the Avondale neighborhood.

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

82. [202100022](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 1/20/2021, **APPROVING** a major amendment to the concept plan and development program statement governing Planned Development District No. 76 to amend and restate the existing concept plan and development program statement governing Planned Development District No. 76 and to incorporate certain adjacent property, thereby approving the rezoning of that property from the CC-A, "Commercial Community-Auto," zoning district to Planned Development District No. 76, in order to facilitate the construction of a new mixed-used development at the northwest corner of W. Liberty Street and Elm Street in the Over-the-Rhine neighborhood.

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

83. [202100261](#) **ORDINANCE (B VERSION) (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 1/21/2021, **AUTHORIZING** the City Manager to execute a *Development Agreement* with OTR Project Partners, LLC, pertaining to the development and construction of residential rental units and commercial space at 1617 Elm Street and 1621 Logan Street in the Over-the-Rhine neighborhood of Cincinnati, and providing for City assistance to the project in the form of a rebate of a portion of the service payments in lieu of taxes imposed in connection with a proposed 30-year property tax exemption for improvements pursuant to Ohio Revised Code Section 5709.41, subject to the passage by this Council of a separate ordinance authorizing such tax exemption.

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

84. [202100464](#) **ORDINANCE (C VERSION) (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 2/2/2021 **AUTHORIZING** the City Manager to

execute a Development Agreement with OTR Project Partners, LLC, pertaining to the development and construction of residential rental units, including certain affordable units, and commercial space at 1617 Elm Street and 1621 Logan Street in the Over-the-Rhine neighborhood of Cincinnati, and providing for City assistance to the project in the form of a rebate of a portion of the service payments in lieu of taxes imposed in connection with a proposed 30-year property tax exemption for improvements pursuant to Ohio Revised Code Section 5709.41, subject to the passage by this Council of a separate ordinance authorizing such tax exemption.

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

85. [202100232](#) **MOTION**, submitted by Councilmember Kearney and Councilmember Landsman, **WE MOVE** for the Department of City Planning to work with the Clifton, CUF and Corryville neighborhoods to update all official overlay district maps to reflect accurate neighborhood boundaries.

**Recommendation** ADOPT

**Sponsors:** Kearney and Landsman

86. [202100294](#) **MOTION**, submitted by Councilmember Landsman, **WE MOVE** that the Administration draft legislation establishing a Minority Real Estate Development Capacity Building Program to support the mentorship of minority real estate development professionals. This program should lift up and provide additional opportunities for minority developers, especially Black real estate professionals who have the potential to be leaders of new minority-led commercial development firms. This is part of the City's larger "Balanced Development" efforts to ensure real inclusion of development efforts in Cincinnati. The proposed program, requiring ~\$150,000 in funding, would extend opportunities for minority developers to actively participate in and shape an inclusive growth strategy for the City - one that integrates the new Balanced Development Scorecard proposed by my office. The program would draw from similar successful efforts in Detroit, where in they created an "Equitable Development Initiative." Our efforts should build on best practice efforts such as this one, as well as others around the Country (spelled out in the Administration's 2020 Balanced Development Report to Council).

**Recommendation** ADOPT

**Sponsors:** Landsman

87. [202100296](#) **MOTION**, submitted by Councilmember Landsman, Similar to actions taken in Memphis and Minneapolis, according to the City's 2020 Balanced Development Report, **WE MOVE** that the City pursue zoning changes to allow for per-property waivers on parking minimums and density requirements for affordable housing projects.

**Recommendation** ADOPT

**Sponsors:** Landsman

88. [202100478](#) **MOTION**, submitted by Vice Mayor Smitherman and Councilmember Goodin, Keating, Kearney and Sundermann, **WE MOVE** that the City Administration produce a report on affordable housing within the City of Cincinnati that

includes, but is not limited to: Identification of building inventory currently in the Port Authority's Land Bank which may be suited for affordable housing. Methods for inclusion/equity in the transfer of property from the Land Bank to any individual or developer. Accounting of all current funds in the Affordable Housing Trust and identification of potential sources of additional funds. WE FURTHER MOVE that a subcommittee of Economic Growth and Zoning be established to address matters related to affordable housing in City of Cincinnati.

**Recommendation** ADOPT

**Sponsors:** Smitherman, Goodin, Keating, Kearney and Sundermann


## **ANNOUNCEMENTS**

### **NEW BUSINESS**

Adjournment

202100575

**Date:** February 2, 2021

**To:** Mayor John Cranley  
**From:** Andrew W. Garth, Interim City Solicitor   
**Subject:** **Ordinance – Modifying Section 723.14 Outdoor Dining Areas and Ordaining New Section 718-7 Standard Conditions of RSP Approval**

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Transmitted herewith is an ordinance captioned as follows:

**MODIFYING** the provisions of Title VII, “General Regulations,” of the Cincinnati Municipal Code by MODIFYING Section 723-14, “Outdoor Dining Areas,” of Chapter 723, “Streets and Sidewalks, Use Regulations,” and by **ORDAINING** new Section 718-7, “Standard Conditions of RSP Approval,” of Chapter 718, “Revocable Street Privileges,” to authorize revocable street privileges for outdoor dining on public sidewalks and streets.

AWG/JRS/(lnk)  
Attachment  
319811



## City of Cincinnati

JRS

BWL

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

- 2021

**MODIFYING** the provisions of Title VII, "General Regulations," of the Cincinnati Municipal Code by **MODIFYING** Section 723-14, "Outdoor Dining Areas," of Chapter 723, "Streets and Sidewalks, Use Regulations," and by **ORDAINING** new Section 718-7, "Standard Conditions of RSP Approval," of Chapter 718, "Revocable Street Privileges," to authorize revocable street privileges for outdoor dining on public sidewalks and streets.

WHEREAS, a revocable street privilege ("RSP") is the primary tool by which the City provides permission for a person to make special use of the public right-of-way or to place a structure or other object in the right-of-way; and

WHEREAS, Cincinnati Municipal Code Chapter 723, "Street and Sidewalks, Use Regulations," authorizes and governs certain uses of the City's streets and sidewalks for which RSPs are made available, and these uses currently include outdoor dining on public sidewalks; and

WHEREAS, through emergency health orders issued in response to the Covid-19 pandemic emergency, the City has additionally permitted outdoor dining on City streets on a temporary basis to encourage restaurants' compliance with public health orders and guidelines, to incentivize them to engage in social distancing, and to help them operate in an economically viable manner; and

WHEREAS, the Council wishes to allow outdoor dining on public streets on a permanent basis to encourage economic vitality and the multi-dimensional use of streets; and

WHEREAS, in authorizing the use of public streets for outdoor dining, the Council also wishes to establish a clear and effective framework for managing outdoor street dining that promotes the public health, safety, and welfare, and the uniformity of RSPs throughout the City of Cincinnati; and

WHEREAS, the City Planning Commission, at its regularly scheduled meeting on December 18, 2020, approved the use of public streets for outdoor dining and recommended passage of this ordinance; and

WHEREAS, authorizing the use of public streets for outdoor dining is in accordance with the first goal of the Live initiative area to "build a robust public life" as described on pages 149 to 155 of Plan Cincinnati (2012), as well as the first goal of the Collaborate initiative area to "work in synergy with the Cincinnati community" as described on pages 209 to 212 of the plan; now, therefore,

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



Section 1. That Section 723-14, "Outdoor Dining Areas," of Chapter 723, "Streets and Sidewalks, Use Regulations," of the Cincinnati Municipal Code is hereby modified to read as follows:

**Sec. 723-14. - Outdoor Dining Areas.**

**(a) Program Authorization; Applications.**

(1) The city manager or his or her designee is authorized to grant revocable street privileges for the placement establishment and maintenance of outdoor dining areas on public streets and sidewalks following receipt of a complete application and payment of the applicable fee. subject to the following restrictions:

(2) Applications for the establishment of outdoor street dining shall be made in the form and in the manner prescribed by the city manager or his or her designee, and they may require the payment of a fee to offset the city's cost of administering the outdoor street dining program.

(3) Upon receipt of a complete application and the applicable fee, the city manager or his or her designee shall consider whether the application meets the general location, design, and materials criteria set forth herein and whether to approve or deny the application.

(4) The city manager or his or her designee may approve or deny an application in his or her sole discretion and shall notify an applicant in writing of the determination, including the specific reasons supporting a denial of an application.

**(b) All outdoor street dining shall comply with the following general location, design, and material criteria, unless otherwise authorized by the city manager or his or her designee upon the determination that a variance from those criteria will not negatively impact the public health, safety, or welfare, or unreasonably interfere with the use and function of a sidewalk or street:**

**(1) General Location Criteria.**

1. Outdoor street dining may be located on sidewalks or in existing parking lanes adjacent to the curb, but it shall not extend into lanes of automobile travel and shall not impact existing traffic control indicators, e.g. crosswalks, lane lines, or regulatory signs.



2. Outdoor street dining must be associated with an existing eating or drinking establishment licensed by the Cincinnati Board of Health, if applicable, and it must be located adjacent to the establishment.
3. All outdoor street dining locations must ensure the safety of patrons and staff, and it must not create a hazard to users of the right-of-way.
4. Outdoor dining areas may be placed:
  - a. i. Only on paved surfaces;
  - ~~ii. Only immediately adjacent to and as part of the routine business of an established restaurant or food service facility maintaining a current license from the Cincinnati Board of Health;~~
  - b. iii. In a location that does not block the entrance to or exit from any building;
  - c. ~~iv. In such a way that all chairs, tables and/or railings do not interfere with the use and function of are located at least five (5) feet from any alley, pedestrian crosswalk, driveway curb cut, curb ramp, fire hydrant, or sidewalk café, or and at least four (4) feet from any bicycle rack;~~
  - d. ~~v. In a manner such that the open area available for that ensures the flow of pedestrian traffic around the outdoor dining area (including any railings or fencing) is not less than four (4) feet in front of the outdoor dining area. In a way that and does not block access to buses at interfere with the use and function of any bus stops, fire escapes, sidewalk access doors, traffic or street lighting equipment, utility valve boxes or other utility equipment; and~~
  - e. vi. In a way that does not obstruct permanent building signage or building display windows, (unless prior permission from the property owner has been obtained).
  - ~~vii. In a way that does not obstruct curb control signage or traffic signal equipment, including pedestrian crosswalk signs.~~
5. Outdoor dining areas shall be given location priority over sidewalk vendors.

(2) Design and Materials Criteria.

1. Outdoor street dining areas shall be enclosed by a barrier, railing, or other separation to delineate the area and provide protection to patrons and staff as appropriate.

2. Outdoor street dining areas shall be designed to comply with ADA requirements and guidelines.

3. No drilling, adhesives, or attachments of structures, fixtures, or equipment to a sidewalk or roadway surface shall be permitted in connection with an outdoor street dining area without the express written permission of the city manager or his or her designee.

4. Outdoor street dining areas shall be designed to maintain existing stormwater drainage in the roadway and curb gutter.

(c) Revocable street privileges issued pursuant to this section shall be subject to the standard conditions contained in Section 718-7, "Standard Conditions of RSP Approval," and the following special conditions applicable to outdoor street dining:

~~2. Persons desiring to secure a revocable street privilege for placement of an outdoor dining area within the public right-of-way shall submit an application on a form to be provided by the city manager or his designee which shall:~~

~~i. Identify the name of the applicant;~~

~~ii. Identify the requested location for the outdoor dining area;~~

~~iii. Include a scaled sketch plan showing the proposed outdoor dining area boundary and surrounding streetscape details covering six (6) feet on either side of the property line including property lines, sidewalks, curb lines, lighting, trees, tree grates, planters, mail drop-off boxes, park benches, parking meters, street signs, and fire hydrants;~~

~~iv. Identify the name and address of the person authorized to receive notices pursuant to Chapter 718 of the Cincinnati Municipal Code;~~

~~v. Include proof of liability insurance in an amount not less than \$1,000,000.00. The City of Cincinnati shall be named as an additional insured;~~

~~vi. Include a non-refundable application fee as set forth in section 723-6 of this Chapter;~~

~~vii. Include a copy of the applicant's current food service license issued by the Board of Health.~~

~~3. Revocable street privileges for outdoor dining areas shall not expire but shall be revocable as set forth in Chapter 718 of the Cincinnati Municipal Code.~~

~~4. Holders of revocable street privileges for outdoor dining areas must maintain liability insurance in an amount not less than \$1,000,000.00 at all times while the revocable street privilege is in effect. The City of Cincinnati shall be named as an additional insured. Proof of insurance shall be provided upon request. Failure to provide proof of insurance may result in the revocation of the revocable street privilege.~~

~~5. Outdoor dining areas may be surrounded by railings or fencing provided that the railings or fencing are portable.~~

(1) The holder of a revocable street privilege for outdoor dining shall pay the charge established by the city manager or his or her designee for the special use of a public sidewalk or street, which the city manager or his or her designee is hereby authorized to establish in his or her reasonable discretion.

(2) The holder of a revocable street privilege for outdoor dining shall comply with health and safety measures required in connection with the issuance of the revocable street privilege, including those related to cleanliness, food safety, and keeping the area free of litter, debris, and graffiti.

(3) The hours of operation for the outdoor dining area, and any outdoor entertainment provided within the outdoor dining area, shall comply with applicable zoning laws and approvals governing the operation of the eating or drinking establishment with which the outdoor dining area is associated.

(4) No alcohol shall be served within the outdoor dining area unless the owner or operator of the area holds an existing and valid liquor license permitting the service of alcohol within the area.

(5) 6. Outdoor dining areas must be removed on a seasonal basis at the direction of the city manager or his or her designee to allow for the seasonal needs of the city. must be removed from January 1 through April 1 of each year.

(6) 7. Notwithstanding any other provision of this section, the owner or operator of an outdoor dining area shall immediately remove said outdoor dining area from the sidewalk upon notice given by any Cincinnati Police Officer or authorized employee of the city that the outdoor dining area is unreasonably obstructing pedestrian traffic or has otherwise created a dangerous condition.

~~8. Outdoor dining areas shall be given location priority over sidewalk vendors.~~

- (d) Supplemental Design Standards, Rules, and Regulations. The city manager or his or her designee is authorized to create supplemental design standards, rules, and regulations as are necessary to carry out the intent and purpose of this section, to ensure public health, safety, and welfare, and to maintain the use and function of public sidewalks and streets.

Section 2. That existing Section 723-14, "Outdoor Dining Areas," of Chapter 723, "Streets and Sidewalks, Use Regulations," of the Cincinnati Municipal Code is hereby repealed.

Section 3. That new Section 718-7, "Standard Conditions of Revocable Street Privilege Approval," of Chapter 718, "Revocable Street Privileges," of the Cincinnati Municipal Code is hereby ordained to read as follows:

**Sec. 718-7. - Standard Conditions of Revocable Street Privilege Approval.**

(a) Any revocable street privilege issued pursuant to this chapter or Chapter 723, "Streets and Sidewalks, Use Regulations," shall automatically be subject to the following conditions, in addition to any other conditions imposed by the Cincinnati Municipal Code, provided that the city manager or his or her designee may waive one or more conditions upon the determination that it will not negatively impact public health, safety, or welfare, unreasonably interfere with the use and function of city streets, or pose an undue threat to the fiscal interests of the city:

1. *Expenses.* All costs and expenses associated with the use of the revocable street privilege and the construction, maintenance, modification, use, operation, repair, removal, and abandonment of all building encroachments, fixtures, equipment, personalty, or other improvements associated with the revocable street privilege shall be the sole responsibility of the holder. The city shall have no responsibility for any costs or expenses associated with the use of the revocable street privilege and the construction, maintenance, modification, use, operation, repair, removal, and abandonment of any building encroachments, fixtures, equipment, personalty, or other improvements associated with the revocable street privilege.
2. *Maintenance of Building Encroachment.* The holder shall maintain all building encroachments, fixtures, equipment, personalty, or other improvements associated with the revocable street privilege in a good, clean, and safe condition and repair and in accordance with applicable city standards, which may be established by the city manager or his or her designee in his or her sole discretion.
3. *City's Right to Enter the Area.* The holder acknowledges that the city and its authorized representatives have the unlimited right to enter upon the revocable street privilege area at any time for any purpose, including without limitation to inspect the area and any building encroachments, fixtures, equipment, personalty,

or other improvements located in the area, provided that the city shall have no duty to inspect.

4. *Rights of Utility Companies.* The revocable street privilege granted to a holder is subject and subordinate to the rights of any and all utility companies that may now or hereafter have utility lines and other utility installations located in, under, over, or within the vicinity of the revocable street privilege area.
5. *Insurance; Bond.* For so long as the revocable street privilege remains in effect, the holder shall maintain a policy of general liability insurance for the revocable street privilege area and any building encroachments, fixtures, equipment, personalty, or other improvements located in the area in an amount that, unless a specific amount is otherwise provided by the code, corresponds to the prevailing rate for similar property used for a similar purpose as determined by the city manager or his or her designee in his or her sole discretion.

The city shall be named as an additional insured. The holder shall furnish a certificate of insurance to the city evidencing such insurance prior to commencing use of the revocable street privilege area or the construction of any building encroachments or improvements in the area. The holder shall furnish a new certificate of insurance annually by the anniversary of the date of the issuance of the revocable street privilege upon the request of the city.

In addition, whenever, in the opinion of the city manager, the construction or maintenance of building encroachments, fixtures, equipment, personalty, or other improvements associated with the revocable street privilege presents the possibility of substantial damage or loss to the city, to other property owners, or to members of the public, the city manager shall be authorized to require a reasonable bond to protect against such damage or loss.

6. *Waiver of Claims for Damage.* The city shall have no responsibility or liability for loss or damage related to the use of the revocable street privilege, the construction, maintenance, operation, repair, removal, or abandonment of building encroachments, fixtures, equipment, personalty, or other improvements associated with the revocable street privilege, or the loss, theft, or damage of equipment, fixtures, or personalty that may at any time be placed within the revocable street privilege area.
7. *Indemnification.* The holder shall indemnify, defend, and save the city, its officials, employees, agents, contractors, guests, and invitees harmless from and against any and all claims, liens, demands, obligations, actions, proceedings, causes of action, losses, damages, settlements, costs, charges, professional fees, and other expenses and liabilities of every kind and character (including without limitation attorney fees) arising out of, or related to, the use, maintenance, or abandonment of the revocable street privilege, the construction, maintenance, use, operation, repair, removal, or abandonment of building encroachments, fixtures,

equipment, personalty, or other improvements associated with the revocable street privilege, or the loss, theft, or damage of equipment, fixtures, or personalty that may at any time be placed within the revocable street privilege area.

8. *Personal to Holder.* Each revocable street privilege is personal to its holder and cannot be transferred. If a holder sells or transfers any interest in the privileged premises associated with the street privilege, the revocable street privilege shall automatically terminate and all applicable termination provisions in this chapter shall apply.
9. *Use for Advertising Purposes Prohibited.* Unless expressly authorized by the code, no structure placed upon any sidewalk, city street, alley or way pursuant to a revocable street privilege shall be used for advertising purposes.
10. *Revocation or Modification.* Each revocable street privilege shall be subject to revocation or modification by the city manager or his or her designee at any time and for any reason. Except for instances in which a different time is specified by the code, the revocation or modification of a revocable street privilege shall be effective 30 days after notice of the revocation or modification is served on the holder; provided, however, that the revocation or modification of a revocable street privilege on the basis of public health or safety concerns shall be immediately effective.
11. *Notice.* Notice from the city or any of its authorized officers, employees, agents of the provisions of this section shall be valid if served on the holder or on any local agent of the holder either personally, by mail addressed to the last known place of residence, or by publication in the manner required for ordinances of the City of Cincinnati.
12. *Restoration and Required Changes.* Upon the revocation or modification of a revocable street privilege, the holder shall take immediate steps to remove or modify all building encroachments, improvements, equipment, fixtures, and personal property from or in the revocable street privilege area and shall repair and restore any and all public improvements within the area to their original condition as they existed immediately prior to the issuance of the revocable street privilege, unless otherwise authorized by the city manager or his or her designee. All repairs, modifications, and restorations shall be subject to the supervision and approval of the city manager or his or her designee.
13. *Failure to Restore or Modify.* In case of a holder's failure to remove or modify all building encroachments, fixtures, equipment, personalty, and other improvements from the revocable street privilege area, or to repair and restore any and all public improvements within the area within a reasonable time, the city manager shall be authorized to make the necessary removal, modify, repair, and restoration, and to charge the expense thereof to the holder; provided, however, in the case of underground pipes, equipment, or construction that may be effectively sealed



without interfering with the use and maintenance of public streets, the city manager may authorize the sealing of the pipes, equipment, or construction in lieu of their removal and, upon their sealing, all pipes, equipment, or construction shall become the property of the city. In the case of modifications required by a privately owned public utility company, the city manager shall authorize such company to make the change and the holder shall be liable for the reasonable cost thereof.

(b) In addition to the conditions contained herein, the city manager or his or her designee may impose additional conditions that shall automatically apply to revocable street privileges issued pursuant to this chapter or Chapter 723, "Streets and Sidewalks, Use Regulations," to the extent necessary to carry out the intent and purpose of the code section authorizing the revocable street privilege, to ensure the public health, safety, and welfare, to maintain the use and function of public streets, or to protect the fiscal interests of the city.

Section 4. That existing Sections 718-9, "Use for Advertising Purposes Prohibited," 718-11, "Changes in Street Uses," 718-13, "Street Restoration," 718-15, "Termination of Revocable Street Privilege," 718-17, "Liability of Holder," 718-19, "Revocability," and 718-21 "Notice," of Chapter 718 "Revocable Street Privileges," of the Cincinnati Municipal Code are hereby repealed.

Section 5. That the City Manager or his or her designee is hereby authorized to convert existing outdoor street dining authorizations issued under Joint Emergency Order No. 10 by the Mayor and City Health Commissioner on May 12, 2020, to revocable street privileges without the submission of a new application and review; provided that any revocable street privilege issued pursuant to this authority shall be subject to the terms and conditions contained in new Section 718-7, "Standard Conditions of RSP Approval," and those conditions contained in Section 723-14, "Outdoor Dining Areas," of Chapter 723, "Streets and Sidewalks, Use Regulations," as modified herein; and provided, further, that the City Manager or his or her designee, in his or her discretion, may refuse to convert an existing outdoor street dining authorization to a revocable street privilege if it is determined that the authorization substantially deviates from the guidelines and requirements enacted herein, including any supplemental design standards, rules, and regulations for outdoor street dining adopted by the department of transportation and engineering.

Section 6. That the City Manager and the proper City officials are hereby authorized to do all things necessary and proper to comply with the terms of Section 1 through 5 hereof.

Section 7. 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

\_\_\_\_\_  
Deletions are struck through. Additions are underlined.



202100323


Office of Mayor John Cranley

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

January 2021

## **REAPPOINTMENT**

I hereby reappoint Altaf Khurram to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.

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

for only



202100329


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January 2021

## **REAPPOINTMENT**

I hereby reappoint Michael Beck to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.

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

Dr. Carl



202100335

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January 2021

## **REAPPOINTMENT**

I hereby reappoint Paula Brehm-Heeger to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.



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



for Carlin



202100342

Office of Mayor John Cranley

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Fax (513) 352-5201  
Email: John.Cranley@cincinnati-oh.gov

January 2021

## **REAPPOINTMENT**

I hereby reappoint Renee Dean to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.

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

for Carl



202100348


Office of Mayor John Cranley

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January 2021

## **REAPPOINTMENT**

I hereby reappoint DeJuan Gossett to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.

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

for Carl



202100354

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Fax (513) 352-5201  
Email: John.Cranley@cincinnati-oh.gov

January 2021

## **REAPPOINTMENT**

I hereby reappoint Laurence Jones to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.

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

Dr. Carl





202100360

Office of Mayor John Cranley

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

January 2021

## REAPPOINTMENT

I hereby reappoint Matt Jones to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.



---

Mayor John Cranley

for Carol



202100366


Office of Mayor John Cranley

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

January 2021

## **REAPPOINTMENT**

I hereby reappoint Diana Mairose to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.

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



202100373

Office of Mayor John Cranley

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

January 2021

## REAPPOINTMENT

I hereby reappoint Timothy McCartney to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.

Mayor John Cranley

Mr. Carl



202100320

Office of Mayor John Cranley

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

January 2021

## **REAPPOINTMENT**

I hereby reappoint Peter McLinden to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.

Mayor John Cranley



202100387

Office of Mayor John Cranley

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

January 2021

## **REAPPOINTMENT**

I hereby reappoint Matthew Owens to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.



---

Mayor John Cranley





202100394

Office of Mayor John Cranley

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

January 2021

## **REAPPOINTMENT**

I hereby reappoint Bridget Patton to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.

Mayor John Cranley

for Carlin



202100400

Office of Mayor John Cranley

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

January 2021

## **REAPPOINTMENT**

I hereby reappoint Michael Prus to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.

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

Mr. Carl



202100406

Office of Mayor John Cranley

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

January 2021

## **REAPPOINTMENT**

I hereby reappoint Eric Rademacher to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.

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

Mr. Carl



202100412

Office of Mayor John Cranley

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

January 2021

## REAPPOINTMENT

I hereby reappoint Diana Small to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.



---

Mayor John Cranley



Mr. Carter



202100418

Office of Mayor John Cranley

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

January 2021

## **REAPPOINTMENT**

I hereby reappoint Stephanie Summerow-Dumas to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.

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



202100424


Office of Mayor John Cranley

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

January 2021

## **REAPPOINTMENT**

I hereby reappoint Roberta Thomas to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.

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

Ch. 10



202100430

Office of Mayor John Cranley

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

January 2021

## **REAPPOINTMENT**

I hereby reappoint Amy Waldbilling to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.



---

Mayor John Cranley

Mr. Carlson



202100436

Office of Mayor John Cranley

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

January 2021

## **REAPPOINTMENT**

I hereby reappoint Dani Watkins to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.

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

for Charles





202100440

Office of Mayor John Cranley

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

January 2021

## APPOINTMENT

I hereby appoint Margaret (Peg) Albert to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules.

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

Dr. G. G. G.

## **Margaret L. Albert**

### **Address:**

### **Phone:**

### **Email:**

### **Objective:**

To serve as a member of Southwest Ohio Region Workforce Investment Board

### **Summary:**

I am a retired senior citizen. My work life and my retirement life have always been of service to others. I work hard and always try to do my best.

### **Education:**

Bachelor of Science in Nursing, Marycrest College, Davenport, IA  
Licensed Massage Therapist, SHI Integrative Medical Massage School, Lebanon, OH

### **Military Service:**

Active Duty - 2 years as an Officer Candidate Hospitalman and 3 years as a Navy Nurse at Naval Hospital Bethesda

Navy Reserve - 15 years as a Navy Nurse in various Reserve Units, retiring in 1990

### **Experience:**

Nursing - Visiting Nurse Association of Chicago

Union Medical Center, Chicago

Providence Hospital, Cincinnati

University Hospital, Cincinnati

Massage Therapy - Spaaaah for Medical Wellness and Everybody's Health, Cincinnati

### **Activities:**

St. Ann Church, Cincinnati - religious services and educational programs, committees, and tutoring Hispanic children

Herb Society of Greater Cincinnati - member

Queen City Blue Star Mothers OH64 - auxiliary member

Greater Cincinnati Women's American Legion Post 644 - Post Commander

The American Legion is the country's largest veterans service organization. The Legion was chartered by Congress in 1919 after its formation in Paris by one thousand members of the American Expeditionary Forces. Legion programs fall under its 4 essential supports – Veterans Affairs and Rehabilitation, National Security, Americanism, and Children and Youth. Post 644

carries out the programs, especially as they relate to women veterans.

**Margaret L. Albert**

October 6, 2020

Sherry Kelley Marshall, President & CEO  
Southwest Ohio Region Workforce Investment Board  
Great Oaks - Instructional Resource Center, Room 134  
100 Scarlet Oaks Drive  
Cincinnati, OH 45241  
513-612-3643  
smarshall@SWORWIB.org

Dear Ms. Marshall,

As a veteran I am very interested in supporting agencies that support veterans, especially women veterans.

I have many years of experience in service work. Since retiring my service work continues. Through The American Legion I am serving veterans, especially women veterans. I feel I can be an asset to your board.

Thank you reading my cover letter and resume. I look forward to hearing from you. You can reach me at 513-385-0027 or johnalbert@fuse.net.

Sincerely,

Margaret L. Albert



202160442

Office of Mayor John Cranley

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

January 2021

## APPOINTMENT

I hereby appoint Markeia Carter to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules.

Mayor John Cranley

for Carling



Markiea Carter will lead the city of Cincinnati's Department of Community and Economic Development on an interim basis. City Manager Patrick Duhaney announced Tuesday.  
CITY OF CINCINNATI



By Chris Wetterich - Staff reporter and columnist, Cincinnati Business Courier  
Jan 8, 2020, 2:36pm EST

[Markiea Carter](#) will lead the city of Cincinnati's Department of Community and Economic Development on an interim basis, City Manager [Patrick Duhaney](#) announced Tuesday.

Carter currently leads the city's economic inclusion department. She replaces [Phil Denning](#), who left the city to become executive vice president of the Port of Greater Cincinnati Development Authority. She will be the department's fifth director since Mayor [John Cranley](#) took office in December 2013 and follows [Jeff McElravy](#), [Oscar Bedolla](#), [Greg Huth](#) and [Phil Denning](#).

The inclusion office is responsible for administering, enforcing, and monitoring the city's equal employment opportunity program; living wage program; minority, women and small business enterprise programs and local, state and federal prevailing wage laws.

Carter started with the city 10 years ago in the community and economic development department. Before leading the inclusion department, Carter was an assistant to the city manager.

[Jennifer Mackenzie](#), the inclusion department's current deputy director, will become interim director. The appointments are effective Jan. 24.

"Each has had a decorated career with the city of Cincinnati, and I have full confidence they will provide tremendous leadership over their respective departments during this transitional period," Duhaney said in a memo to the mayor and City Council.



202100446

Office of Mayor John Cranley

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

January 2021

## APPOINTMENT

I hereby appoint David Cook to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules.



---

Mayor John Cranley



Mr. Carling


[Message](#)[More...](#)

David Cook · 3rd

Sr. Vice President/Chief People Officer at TriHealth

Cincinnati, Ohio, United States · 500+ connections · [Contact info](#)

 TriHealth

 University of Miami Herbert  
Business School

## About

Senior human resources executive with the bulk of my career involved in the creation and deployment of strategic human resources initiatives. Possess domestic, multi-national, and cross-industry experience in operationally focused assignments including TriHealth, BJC Healthcare, Citibank, AT&T Broadband, US West, and Ryder.

Delivered innovative HR solutions that translated into successful attainment of organizational goals. Continually garnered support and buy-in for the strategic alignment of the human resources function by delivering high level results to help achieve the operational and financial goals of the enterprise. Consistently acknowledged as a highly effective, results-oriented leader, mentor and value-added executive whose contributions extended far beyond the normal expectations of typical human resources management responsibilities.

Specialties: Organizational Development, Succession Planning, Organizational Strategy, Leadership Development, Recruitment and Selection, Fiscal Management, Risk Mitigation, Performance Management, Executive Coaching, and Project Management

## Experience



### **Sr. Vice President/Chief People Officer**

TriHealth

May 2016 – Present · 4 yrs 8 mos

Cincinnati, Ohio

Reporting to the System CEO as the senior HR executive, responsible for leading the development and implementation of corporate strategy for the Human Resources, Corporate Security and Mission & Culture functions. Responsible for leading a team of over 200 people supporting over 12,500 employees and 800 physicians. Work directly with Board Chair to manage the Executive Compensation Committee agenda including annual review of CEO succession planning, executive compensation, and executive benefits.



### **BJC HealthCare**

8 yrs 4 mos

#### **Vice President, Human Resources & Patient Experience**

Jun 2013 – Apr 2016 · 2 yrs 11 mos

St. Louis

Serve as an active member of the Barnes-Jewish executive leadership team and the Human Resources Executive Council (HREC) for BJC Healthcare in providing strategy, planning, and implementation of human resources and patient experience programs to meet the strategic business goals and growing demands of a changing workforce. Managed a budget of \$1 ...see more

#### **Vice President Human Resources**

Jan 2008 – Jun 2013 · 5 yrs 6 mos

St. Louis

Serve as an active member of the SLCH executive leadership team and the Human Resources Executive Council (HREC) for BJC Healthcare in providing strategy, planning, and implementation of human resources programs to meet the strategic business goals and growing demands of a changing workforce. Managed a budget of \$11 million and supervised a team of 22 HR professionals and 120 day care administrators and staff. Reported directly to the hospital President and system Chief HR Officer.

see less



#### Regional Director Human Resources

KB Home

2004 – 2007 · 3 yrs

This position included direct interface with the Regional General Managers, Territory Presidents, Executive Vice Presidents, Senior Vice Presidents, and Division Presidents to establish and deliver on strategic business objectives.



#### Director, Human Resources Operations

AT&T

1998 – 2004 · 6 yrs

As a senior human resources leader, matrix reported into Executive Vice Presidents, Senior Vice Presidents, and Vice Presidents of operations and staff organizations, was responsible for leading teams of HR professionals delivering integrated human resources strategic and operational solutions to diverse organizations across the United States, and engaged with leaders as ...see more



#### Director, Human Resources Operations

U S WEST

1998 – 2004 · 6 yrs



#### Asst Vice President Human Resources

Citibank

1997 – 1998 · 1 yr



#### HR Generalist

Ryder Systems Inc

1994 – 1997 · 3 yrs

[Show fewer experiences](#) ^

## Education



#### University of Miami Herbert Business School

MBA, Human Resources Management

1996



#### University of Central Florida

M.S., Industrial/Organizational Psychology

1991



#### University of Miami

BA, Psychology

1984 – 1988

## Skills & endorsements

### Succession Planning · 38



Endorsed by Bruce E. Carter and 3 others who are highly skilled at this



Endorsed by 6 of David's colleagues at BJC HealthCare

### Performance Management · 34



Endorsed by Trish McFarlane and 1 other who is highly skilled at this



Endorsed by 4 of David's colleagues at BJC HealthCare

### Organizational Development · 30



Endorsed by Trish McFarlane and 2 others who are highly skilled at this



Endorsed by 2 of David's colleagues at BJC HealthCare

## Interpersonal Skills

### Leadership Development · 28

### Executive Coaching · 16

Show less ^

## Recommendations

Received (0)

**Given (3)**



### Jay Kuhns

Vice President, Business Development at IRI Consultants | Long time hospital HR Exec | Consultant | Speaker | @jrkuhns

November 22, 2011, David worked with Jay but at different companies

Jay is a true executive when it comes to business planning and execution. He leverages his business savvy, energetic demeanor, and creative spirit to build high performing teams and develop long term strategies for All Children's. I have interacted with Jay through multiple business meetings and find him to be... See more



### Glenn L. Dalton

Managing Partner at RKD Group

June 18, 2011, David was a client of Glenn L's

Glenn is an excellent thought leader and partner in creating and delivering long term solutions for the business. He takes a big picture perspective and utilizes his vast breadth of technical and business knowledge to help you achieve a great outcome. I would recommend him for a variety of business consulting ser... See more



### Bruce E. Carter

Vice President Human Resources and Chief Diversity and Inclusion Officer

October 18, 2009, David reported directly to Bruce E.

Bruce is a results oriented executive with a passion for driving excellent in performance. He creates an environment built on solid business partnerships and allows his team members the opportunity to succeed through meaningful interactions and contributions. Bruce continually strives for strategic an... See more

[Show less](#) ^

## Interests



### HR Executive Network

28,170 members



### BJC HealthCare

34,505 followers



### University of Central Florida

330,253 followers



### Sherpa Coaches

1,257 members



### Cedars Sinai Health System

354 followers



### TriHealth

20,944 followers

[See all](#)



202100450

Office of Mayor John Cranley

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

January 2021

## APPOINTMENT

I hereby appoint Jesse Grissom to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules.

Mayor John Cranley





Jesse Grissom · 3rd

President of Operations at Kao USA

Loveland, Ohio · 500+ connections · [Contact info](#)

[Message](#)

[More...](#)



Kao Corporation USA



University of North Carolina  
at Chapel Hill

## About

Senior Business Professional with a rich diversity of experiences across 5 multi-national companies.

- Collaborative Cross Functional Business Partner across a variety of cultures throughout Europe, Australia and Asia.
- A Change Agent – strong capabilities in influencing change within the organization ... see more

## Activity

1,459 followers



Sounds exciting! Congratulations to to  
Lisa and Darryl for creating the vision an...

Jesse commented



Congratulations. You continue to rise  
and amaze!

Jesse commented



Thank you Alan for your awesome  
partnership. We understand the...

Jesse commented



Congrats - that is quite an  
accomplishment!

Jesse commented

[See all activity](#)



## Experience



### President of Operations

Kao Corporation USA

Jan 2020 – Present · 8 mos

Cincinnati Area, KY



### Kao USA Inc.

16 yrs

- **Regional Executive Officer, VP - Finance**  
Feb 2012 – Jan 2020 · 8 yrs  
Cincinnati, Ohio Area
- **VP Finance**  
Dec 2006 – Dec 2012 · 6 yrs 1 mo
- **Corporate Controller**  
Feb 2004 – Dec 2006 · 2 yrs 11 mos  
Cincinnati Area

[Show fewer roles](#) ^



### Sara Lee Foodservice

5 yrs 1 mo

- **Sr. Director - Finance**  
Nov 2001 – Feb 2004 · 2 yrs 4 mos
- **Sr. Director - Planning & Trade Marketing**  
Apr 2000 – Nov 2001 · 1 yr 8 mos  
Cincinnati Area

[Show 1 more role](#) v



**PepsiCo**  
6 yrs 7 mos

**Sr. Group Manager**

Mar 1998 – Feb 1999 · 1 yr  
Plano, Texas

**National Finance Manager**

May 1997 – Mar 1998 · 11 mos  
Plano, Texas

[Show 2 more roles](#) ▾



**Kraft Foods Group**  
5 yrs 4 mos

**Finance Manager**

Jun 1990 – Aug 1992 · 2 yrs 3 mos  
Greater Philadelphia Area

**Regional Accounting Manager**

Mar 1989 – Jun 1990 · 1 yr 4 mos  
Charlotte, North Carolina Area

[Show 1 more role](#) ▾

[Show 1 more experience](#) ▾

## Education



**University of North Carolina at Chapel Hill**

BS, Finance

1974 – 1979

Activities and Societies: Omega Psi Phi Fraternity



**University of Rochester**

MBA, Finance

1982 – 1984

## Skills & Endorsements

### Cross-functional Team Leadership · 52



Endorsed by Nina Cornwell, who is highly skilled at this



Endorsed by 8 of Jesse's colleagues at Kao Corporation

### Forecasting · 50



Endorsed by Derrick Cooper, who is highly skilled at this



Endorsed by 6 of Jesse's colleagues at Kao Corporation

### Financial Analysis · 39



Endorsed by 5 of Jesse's colleagues at Kao Corporation

[Show more](#) ▾

## Recommendations

Received (0)

Given (6)



**Kenny Robinson**  
Global Consumer Products executive who delivers growth and profits when others failed | Beauty products and skin care marketer | Innovation master | Status quo challenger | Builder of cohesive teams  
July 13, 2020 Jesse was senior to Kenny but didn't manage directly


Kenny is a very skilled Marketer. His scope of experience has allowed him to be successful in launching and building brands. Kenny is very thoughtful and is masterful in asking those probing questions that drive others to better solutions. He is very strategic and has been intimately involved in evaluating acquisiti... [See more](#)




**Prem Aghicha**  
Senior Project Manager at The Decor Corporation Pty Ltd  
February 27, 2018 Jesse was senior to Prem but didn't manage directly

Prem has been a member of the Kao Australia team for nearly 10 years. He has been the consummate professional and a valuable resource for the Australian business. Prem has a very calm demeanor and is always looking to contribute in any way possible. He has been able to leverage his vast experience in Finance to ... [See more](#)

[Show more](#) ▾



[Connect](#)
[Message](#)
[More...](#)



**BlueRose Supply LLC**  
 University of Cincinnati Carl  
 H. Lindner College of Business

**Myron Hughes** · 2nd  
 Managing Director at Blue Rose Supply  
 Cincinnati, Ohio Area · 500+ connections · [Contact info](#)

## About

Performance-driven Senior Executive offering 20 years comprehensive achievements across Business and Economic Development disciplines. Proven ability to drive business growth through strategic planning and successful execution. Recognized leader with advanced skills in strategic planning, fundraising, negotiation, team development and resource allocation. Executive Leadership Competencies: Real Estate, Business Development; Strategic Planning & Growth; Budgeting/Cost Controls; Fundraising; and Public Relations.

## Activity

2,364 followers

[See all](#)



### Grace and Mercy!

Myron shared this  
43 Reactions · 4 Comments



### Saving lives!

Myron shared this  
5 Reactions



### Kudos on being selected!

Myron commented



### Outstanding! Charleston next?

Myron commented

## Experience



### Managing Director

BlueRose Supply LLC

Jul 2016 – Present · 4 yrs 3 mos

Cincinnati, Ohio

Blue Rose Supply is a jan-san company that offers paper products, eco-friendly and food solutions serving the midwest and strategically looking nationally. Markets segments include Churches, Education, Healthcare, Office and Industrial buildings, and Restaurants, plus janitorial service operations.



bluerosesmsq.jpg



### Managing Director

Blue Rose Supply

Jul 2016 – Present · 4 yrs 3 mos

Cincinnati, Ohio

Providing "flexible and on demand service" of janitorial and cleaning supply company as well as MRO and foodservice products and supplies!



### University of Cincinnati

7 yrs 11 mos

#### Sr. Assoc. Vice President of Development for Diversity & Inclusion

Jan 2014 – Dec 2015 · 2 yrs

The focus is to help provide additional funding for the various diversity and inclusion initiatives at the University of Cincinnati and to further engage our diversity population, which means everyone, throughout the world!

#### Executive Director

Feb 2008 – Jan 2014 · 6 yrs



### Vice President of Economic Development

Greater Tampa Chamber of Commerce

Oct 2004 – Jan 2008 · 3 yrs 4 mos



### Managing Director

Steppin' Up Productions

2007 · less than a year



### Economic Development

City of Cincinnati

1998 – 2000 · 2 yrs

Show fewer experiences ^

## Education



**University of Cincinnati Carl H. Lindner College of Business**  
BBA, Marketing  
1981 – 1986  
Activities and Societies: Sigma Sigma; Men of Metro; Men's Basketball



**Leadership Cincinnati**  
2008 – 2009



**Leadership Memphis**  
2003 – 2004



**Goldman Sachs 10K Small Business Program**  
Entrepreneurial and Small Business Operations

Entrepreneurship and business expansion and acquisition

[Show fewer education](#) ^

## Licenses & Certifications



**Certification of Entrepreneurship**  
Goldman Sachs 10,000 Small Business Cincinnati  
Issued Feb 2020 • No Expiration Date

## Skills & Endorsements

### Economic Development • 99+



Endorsed by Jeff Finkle, CECD and 3 others who are highly skilled at this



Endorsed by 25 of Myron's colleagues at University of Cincinnati

### Fundraising • 77



Endorsed by Casondra Cooper and 7 others who are highly skilled at this



Endorsed by 22 of Myron's colleagues at University of Cincinnati

### Strategic Planning • 62



Endorsed by Vincent Brown, who is highly skilled at this



Endorsed by 21 of Myron's colleagues at University of Cincinnati

[Show more](#) v



202100481

Office of Mayor John Cranley

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

January 2021

## APPOINTMENT

I hereby appoint Myron Hughes to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules.

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



for Carol





202100457

Office of Mayor John Cranley

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

January 2021

## APPOINTMENT

I hereby appoint Deval Motka to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules.

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

John Doe

[Connect](#)[Message](#)[More...](#)

Deval Motka · 2nd

Vice President, Rocket Data at Quicken Loans

Cincinnati, Ohio Area · 500+ connections · [Contact info](#)



Quicken Loans



Cornell University

## Highlights



1 mutual connection

You and Deval both know Gary Prater



Reach out to Deval for...

Probono consulting and volunteering. Joining a nonprofit board.

[Message Deval](#)

## About

Born in India. Made in Germany. Seasoned in America. A Petite Leader, Mother and Runner who uses Tough Love to bring the best out of herself, her teams and business.

Over 20 years of experience in building and supporting technology solutions in Healthcare and Finance industries. Proven track record of building, empowering and leading large, integrated business focused technology and project management teams while directly reporting to executive leadership. I have consistently matched business initiatives with technical capabilities while answering to operational and budgetary constraints. I was fortunate to work both as a vendor and a client in global teams during the past few years. Having lived and worked in a few cities in India, Germany and USA, I have enjoyed learning and experiencing the impact of culture in workspace and the flexibility that one nurtures in professional and personal lives from these experiences.

For the last 10 years, I have led transformations through Data and Analytics. I eat, talk, work and run - data! And when I am not doing any of this, I enjoy spending time with my family and experimenting with abstract art, creating a fusion cuisine and more recently - running!

## Activity

1,832 followers



So excited. I have spent less than an year here but this company and more...

Deval shared this  
51 Reactions • 2 Comments



Best two qualities in a great leader are - authenticity and vulnerability. If yo...

Deval commented



Well written, succinct message about authenticity and vulnerability - two core...

Deval shared this  
12 Reactions



Glad to work with you too Filip

Deval commented

[See all activity](#)

## Experience



**Quicken Loans**  
8 mos

- Vice President, Rocket Data/Data Intelligence  
Full-time  
May 2020 – Present • 4 mos  
Cincinnati, Ohio, United States

We are Rocket Data.

We are a team of 135 strong Data Enthusiasts who will disrupt The Mortgage Industry by providing Best In Class, Trusted Rocket Data Fabric (products) while Pacing with Business Demands.

- Vice President, Data Intelligence/Analytics Empowerment  
Jan 2020 – May 2020 • 5 mos

Leading a full stack, 110 member strong team that services all data needs and wants of the largest home mortgage lender in the nation.



**Director, Business Intelligence**  
The David J. Joseph Company  
Aug 2016 – Dec 2019 • 3 yrs 5 mos  
Cincinnati Area, KY

CDO responsibilities in ensuring success of Business Intelligence, Analytics and Cloud based implementations on ERP across all business units. Work with executive leadership in implementing data and analytics roadmap. Responsible for Reporting and Analytics in Microsoft Dynamics 365 implementation for our biggest business unit while ensuring alignment across Nucor ste ...[see more](#)



### Manager, Business Technology Services

Independence Blue Cross

Sep 2013 – Aug 2016 · 3 yrs

Greater Philadelphia Area

Responsible for leading large teams tasked with Analytics, Cloud Adoption and Automation across Enrollment, Claims and Contact Center businesses. Championed efforts of platform synchronization with HighMark systems in Pittsburgh.



### Manager, Comcast Engineering and Technology

Comcast

Mar 2012 – Sep 2013 · 1 yr 7 mos

Philadelphia

Responsible for Analytics adoption over a wide range of Commercial and Operational units. Leveraged multiple years of diverse Project Management experience to establish Agile center of excellence.



### Vice President

Citibank N.A

May 2011 – Mar 2012 · 11 mos

Greater Philadelphia Area

Responsible for leading Data Management and Reporting teams across NA for Prepaid card division. Notable implementations included Google Wallet and Dynamics Great Plains synchronization across NA. Leveraged multiple years of diverse Project Management experience to establish Agile center of excellence.

Show 2 more experiences ~



### Sr. Management Consultant

Cognizant

Aug 2001 – May 2009 · 7 yrs 10 mos

Munich Area, Germany

Consulting partner and implementation lead for Morgan Stanley, METLIFE and AT&T projects. Managed large scale implementations for Broker Platforms for AXA, Germany along with three large offshore teams based in India. Championed Database platform assessment and unification efforts post AXA's merger with Winterthur insurance.



### Programming Analyst

Yellowpages.in

Dec 1997 – Aug 2001 · 3 yrs 9 mos

Vadodara Area, India

Helped create a multi-dimensional database to assess ad revenue and cost. Performed time series and cluster analysis on ad campaigns to assess timeliness and efficacy of campaigns.

Show fewer experiences ^

## Education



### Cornell University

Continuing Education, Executive Leadership  
2015 – 2015

Executive Leadership



### State University of New York at Buffalo

MBA, Finance and Information Systems  
2009 – 2011

Activities and Societies: TMA - Turnaround Management Association, Member

MBA



### The Maharaja Sayajirao University of Baroda

Engineering, Electronics  
1997 – 2001

Activities and Societies: Institute of Electronics and Telecom Engineers, President of the Student Chapter at MSU

Engineering, Electronics and Communications



### IPCL

Bachelor's degree, Electrical and Electronics Engineering  
1982 – 1997

[Show fewer education](#) ^

## Licenses & Certifications



### Leadership Development Program

Center for Creative Leadership  
Issued Aug 2017 · No Expiration Date



### PMP

Project Management Institute  
Issued Jan 2019 · Expires Jan 2022  
Credential ID: 1571306



### Certified Scrum Master

Scrum Alliance  
Credential ID: 000222282

## Volunteer Experience



### Chair, CIO Inner Circle

Gartner

May 2017 – Present • 3 yrs 4 mos

Science and Technology

<https://www.evanta.com/cio/forum/ohio/1793#overview>



### Business Mentor

Dress for Success Cincinnati

Aug 2016 – Present • 4 yrs 1 mo

Social Services



### Fundraising Volunteer

The Aruna Project

Apr 2019 – Present • 1 yr 5 mos

Economic Empowerment

<https://arunaproject.com/>

## Skills & Endorsements

### Business Intelligence 18



Endorsed by 2 of Deval's colleagues at Cognizant

### PMP 18



Endorsed by 2 of Deval's colleagues at Independence Blue Cross

### Business Requirements 13



Endorsed by 4 of Deval's colleagues at Cognizant



## Industry Knowledge

Project Management · 11

SDLC · 6

Software Development Life Cycle (SDLC) · 4

Project Planning · 2

Vendor Management · 3

Strategic Planning · 1

Project Portfolio Management

Program Management

Extract, Transform, Load (ETL)

Data Integration

Data Science

Testing · 9

Data Analysis · 5

Software Project Management · 3

Software Development · 2

Business Analysis · 2

Business Process Improvement · 1

Data Modeling

Data Warehousing

Solution Architecture

Big Data

## Tools & Technologies

SQL · 3

Microsoft Project · 1

Cognos

Oracle · 1

Unix

Dynamics 365

## Interpersonal Skills

Management · 11

Presentation Skills

Leadership · 2

## Other Skills ⓘ

Process Improvement · 7

Capacity Planning

Data Governance

Cross Functional Team Building · 1

Business Intelligence Tools

[Show less](#) ^





202100461

Office of Mayor John Cranley

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

January 2021

## APPOINTMENT

I hereby appoint Rhema Nwaneri to the Southwest Ohio Region Workforce Investment Board (SWORWIB) for a term of two years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules.

Mayor John Cranley

for Carling

# RHEMA C. NWANERI, MPA

PROFESSIONAL BUSINESS MANAGER

## PROFESSIONAL PROFILE

Professional Business Manager with 10 years of experience managing multimillion-dollar business operations. Successfully optimizes framework and cultivate cohesive teams to meet and exceed business financial goals. Excellent reporting, record keeping and relationship-building abilities, trade, gross profit, and operating income support, adept in converting sales data and insights into strategic, actionable solutions that support internal business growth plans. Leverage analytic strengths and strategic thinking to align with company values, goals, and customer needs.

## EXPERIENCE

**Loan Officer, Wright-Patt Credit Union, Beavercreek, Ohio Aug. 2020 - present**

Effectively maintain a robust base of productive client relationships by creating financial analysis reports with loan origination in processing and marketing research. While overseeing over 4.3 billion in assets and 1.3 billion in loans.

**Manager, Joseph A. Bank., Kettering, Ohio, Dec. 2018 – Aug. 2020**

Promoted to Manager of flagship store in 4 months after demonstrating prowess and effectiveness during the turnaround campaign at *Joseph A. Bank.* Primary duties are to create and Study current process issues and develop innovative solutions to improve workflow to maximize efficiency and increase productivity. I work in collaboration with other leaders to critically analyze current challenges at *Joseph A Bank.* Equally, I maintained statistical and sales record from 1.2 million to 2 million dollars. After one year in the role.

- Partner with sales and regional leadership by providing weekly, monthly, and ad analytics that direct financial decision-making.
- Maintain and initiate complex commodity based monthly price change with multiple accounts. Prepare monthly analysis on volume, gross sales, and sales reductions.
- Perform cost-to-serve analysis from sales to finance leadership, make recommendations to improve stability.
- Recruiting, training, supervising and appraising staff.

**Business Banker, Key Bank, Dayton, Ohio, Sep. 2017- Dec. 2018**

- Manage sales revenues and profitability of the company's largest volume account by executing of monthly price change based on component cost. movement, dairy commodities, and hedging implications.
- Assist annual budget planning, and on-going forecasting process with Sales Operations and Demand Planning.
- Reach out to potential clients to generate new business (40 cold calls/day).
- Present financial products and services to existing and prospective customers.
- Manage business accounts while driving up revenue in investments to \$1.2 million dollars.(personal Book of business).

## SKILLS

Revenue management

P&L analysis

Budgeting

Trade promotion management

Pricing & Hedging management

Team leadership

Project management

Process improvement

Financial modeling

Training & Recruiting

## EDUCATION

Harvard University,  
Business Analytics Program-2021

Texas Southern University,  
Executive Master of Public  
Administration-2018

Texas College,  
B.S., Business Administration/  
Financial Management-2015

## TECHNICAL SKILLS

Microsoft office suite

Proficient in excel

BI analysis tools

PeopleSoft

MT4

### EXTRA

"Top performing manger/  
Gold star Recipient"- *Joseph  
A. Bank.*

"Corporate Leads MVP,  
2016"....*Enterprise Rent-A-  
Car/Enterprise Holdings Inc.*

"Professional Standards &  
Performance MVP, 2016."  
*Enterprise Rent-A-Car/  
Enterprise Holdings Inc.*

Financial internship 2015-  
*Northwestern Mutual.*

Recruited for the chamber of  
commerce-Dayton Ohio -*Key Bank  
2017.*

Trilingual

Community  
Affiliations

Member/Affiliate- *Hope Church,  
Pearland, TX.*

Mentor/Speaker- "Today's  
Prince... Tomorrow's King  
Educational Foundation  
(TPTK-ED)," Houston, TX.

Volunteer- *Fort Bend County  
Medical Reserve Corps.*

Apprentice/Educator-*RJH &  
Associates, LLC.*

Volunteer- *United Way  
Dayton, Ohio.*

### **Business Manager, RJH & Associates, LLC., Houston, Texas Jan. 2017- Dec. 2018**

- Assist in successful accounting remediation and preparation for public filing.
- Create and maintain project accounting revenue reorganization desk procedures in multi-entity environment in Oracle.
- New project setups in Oracle ensuring standing agreement with contract and customer purchase order documentation are suitable for applicable revenue recognition.
- Complete the monthly revenue recognition and reporting process in a timely and accurate manner.
- Provide Nonprofits, small businesses, etc. with professional assessments and training support to increase organizational processes.
- Perform administrative tasks such as monitoring costs, scheduling classes, setting up systems and equipment, and coordinating enrollment.
- Monitor and evaluate training programs to ensure they are current and effective.

### **Account Manager, Enterprise Holding Inc., Houston, Texas, Jun. 2015- Jan. 2017**

- Design, implement standardized financial reporting on *Key Performance Indicators (KPI)* – Budget variances, attrition, sales, COGS, and member data analytics.
- Construct financial modeling on special programs and incentives, what-if financial analysis on campaign sales, incentive plans.
- Business intelligence implementation team lead, special project management team (Finance liaison), partner with all departments to ensure proper data gathering and key performance indicator specifics are captured.
- Support acquisition of new clients and growth of current book of business by contacting and following up on system generated leads identified through the client experience.
- Provide customers with viable purchase advancement options maintaining 90 percent to sale goal rate.
- Develops strong partnerships with operations leaders, financial advisors, mortgage advisors, small business colleagues and other line of business partners focusing on client acquisition and deepening the relationship.
- Attend weekly meetings with vendors/clients (meets with B-level executives and decision makers for dealerships as well as insurance agents).



202100304

**Jan-Michele Lemon Kearney**  
*Councilmember*

## MOTION

WE MOVE for the City Administration to provide a report to City Council regarding feasible safety solutions to the current dangerous situation at District 2 headquarters where our officers and civilians must dodge traffic to cross Erie Avenue to get to and from the District 2 Police Headquarters building to their vehicles. There is no crosswalk or light on Erie Avenue at the point of crossing.

WE MOVE further that the City Administration provide a report on parking solutions for District 2 personnel as well as visitor parking at District 2 headquarters.

Councilmember Jan-Michele Lemon Kearney

## STATEMENT

It goes without saying that we want our officers and civilians to be safe. Officers at District 2 headquarters, as well as visitors, must find parking spaces on a busy street, Erie Avenue. Several city and civilian vehicles have been hit as they move from street parking spaces into traffic. Even more concerning is the dangerous practice of pedestrians -- both officers and civilians -- running across Erie Avenue to get to their cars. A crosswalk and streetlight on Erie Avenue in front of the headquarters would help to ameliorate the immediate danger to pedestrians, and on-site parking for District 2 personnel and visitors would create a longer term solution.



2021 00546

**Jan-Michele Lemon Kearney**  
*Councilmember*

## MOTION

WE MOVE for the City Administration to provide a report showing the increase in property values and property taxes, as well as the increase in rent in each of our City's 52 neighborhoods during the 10-year period of 2010-2020, and to detail all ways by which the City, Hamilton County, and the State of Ohio provide relief for low and moderate income homeowners and renters in neighborhoods where property values have risen at rates higher than the countywide average.

WE FURTHER MOVE for this report to be delivered within 60 days following passage of this motion.

Councilmember Jan-Michele Lemon Kearney

## STATEMENT

In many of our Cincinnati neighborhoods, the rise in property taxes and increases in rent have posed a threat to legacy residents, making them afraid that they will no longer be able to afford their current homes. We seek to assess what assistance is currently available for low to moderate income renters and homeowners to prevent displacement due to rising housing costs.



**Christopher E. C. Smitherman**  
*Cincinnati Vice Mayor*

February 3, 2021

## MOTION

**I MOVE** that Councilmember Steven P. Goodin be appointed as the Vice Chair of the Economic Growth and Zoning Committee.

Vice Mayor Christopher Smitherman

~~Ⓟ~~ Immediate Consideration

2-3-2021



February 3, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

Subject: Report on Use of Non-Lethal Force in Riot Control

**202001354**

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**REFERENCE DOCUMENT #202000831**

On June 24, 2020, the following item was referred for a report:

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

**Response**

The responsibility of the Cincinnati Police Department (CPD) during demonstrations is to ensure the safety of the public and to enable persons to exercise their First Amendment rights of free expression and assembly. Ensuring the safety of the public includes the safety of persons engaging in demonstrations. However, when demonstrations become riots and pose an immediate threat to persons as well as property, CPD strives to abate the public safety threat utilizing tools that pose the least harm while enabling officers to control the individuals involved in disorder, violence, or property destruction.

The use of non-lethal tools, such as OC spray, CS gas, or Pepperball, are essential in a riot. Non-lethal tools allow officers to control violence and property destruction by a crowd. For individuals in unlawful crowds who are subjected to these uses of force, permanent or long-lasting health consequences are rare in healthy persons.

Moreover, the alternatives to non-lethal force would result in a greater number of injuries, as well as more serious injuries, both to officers and members of the public. Assuming officers are not directed to acquiesce to violence and property destruction from crowds, some action must be taken to restore order. Eliminating non-lethal tools commits CPD to a path of increasing injuries to the public, instead of decreasing injuries.

CPD has specific policies and procedures to address both lawful demonstrations and illegal gatherings that present a risk of injury to persons and/or property. At times, the safety of the public becomes jeopardized due to the unlawful actions of the individuals assembled and CPD must react to restore the peace. CPD performs strictly guided actions to restore order.

## **A. Use of Force in Riot Control**

A rioting crowd poses a significant and immediate threat to public safety. Engaging in a riot or a disorderly crowd is an offense that is defined by the Ohio Revised Code. Attached as an appendix are the relevant statutes but in short, a riot is four or more individuals engaged in disorderly conduct with the purpose of facilitating a misdemeanor or intimidating a public official. R.C. 2917.03. Similarly, police may order individuals to disperse when five or more persons engaged in a course of disorderly conduct in the vicinity of other persons' creates a likelihood of harm to person or property. R.C. 2917.04.

The risk that is associated with these offenses can be great – to the public, to the rioters, and to police officers – because of the numbers of individuals involved. As the 2020 summer unrest demonstrated, disorderly crowds can quickly escalate into a riot and cause hundreds of thousands of dollars in damage in a few hours as well as threaten the lives of officers. As was widely reported, an officer was shot in the head during the riots of May 2020 and only escaped death or serious injury because of the ballistic helmet he was wearing.

Moreover, the individuals engaging in rioting or disorderly crowds are often actively resisting officers' efforts to disperse the crowd or apprehend offenders. During riot conditions, the number of rioters gives confidence and a sense of anonymity to offenders, who rarely submit to arrest without some other kind of active resistance, from verbal aggression to assaulting the officer.

Under these conditions, the use of non-lethal force is necessary to apprehend offenders or to defend members of the public or police officers from death or physical injury. CPD acknowledges that non-lethal use of force in riot scenarios are not insignificant intrusions. However, for that very reason, the appropriateness of the use of force is highly dependent on the circumstances and is reserved for when there is active resistance to officers. As detailed below, significant training and supervision is employed by CPD to ensure that any significant use of force is reserved for offenders who are aggressive or otherwise constituting a threat to the public or officers. These tools are necessary given the reality that confronts police officers in riot control situations.

## **B. Non-Lethal Uses of Force for Riot Control**

CPD could utilize the following during a riot or crowd control situation: OC Spray (also known as pepper spray), CS gas (also known as tear gas), or Pepperball.

### **1. OC Spray**

OC is the abbreviation of Oleoresin Capsicum, which contains the active ingredient capsaicin that is derived from peppers. OC is available in either a spray or powder form and is intended to be deployed to the face and upper chest. It is an inflammatory agent which affects the mucus membranes, including eyes and skin. The duration of its effects is directly related to the amount of exposure but can range from less than five minutes to more than thirty minutes.

Treatment includes blinking excessively and the use of water to flush eyes and other soft tissue. The Journal of Investigative Ophthalmology and Visual Science published a study in July of 2000 which found that OC led to intense but relatively short-lasting pain and any structural or functional effects are mild and temporary.

OC can be deployed from the small canister carried as a force option on an officer's belt, via a large hand-held spray system, or from a hand-throwable ball which delivers three stimuli for psychological and physiological effects: light, sound, and OC.

## **2. CS Gas**

Chlorobenzylidene Malononitrile, commonly known as CS, causes tearing and closing of the eyes, as well as burning irritation of the nose, mouth, and throat. The effects of CS are more intense than OC. CPD escalates to the use of CS when the original application/deployment of OC is found to be ineffective or insufficient. For crowd and riot control, CS is primarily deployed from a throwable ball configuration or the Pepperball delivery system.

## **3. Pepperball**

Pepperball launchers are a non-lethal device which dispense projectiles via compressed air. The actual Pepperball is a .68 caliber projectile consisting of a plastic outer shell and a payload of either OC or CS agent. Pepperballs are designed for both direct impact deployments as well as area saturation. When utilized for direct impact deployments, the platform utilizes both the impact and the dispersal of the agent to gain compliance. For area saturation, the projectiles are directed at hard surfaces, causing the payload to disperse and saturate the target area.

### **C. Alternatives to Non-Lethal Uses of Force**

In addition to non-lethal uses of force, officers have other options to gain control of a disorderly crowd. Those options range from physically subduing individuals, use of a baton, beanbag shotgun or 40mm foam rounds. But unlike non-lethal uses of force previously described, the following options have limitations for use in a crowd control situation. Manual compliance, for example, would likely be impossible under most riot control scenarios. The most significant difference between non-lethal and less-lethal is that the following less-lethal options could produce death in certain situations. Officers are prohibited from using the following tools in a manner that would intentionally produce the death of a person unless use of deadly force would otherwise be authorized; however, in a rapidly developing and chaotic situation, inadvertent injuries are possible. For that reason, non-lethal uses of force are necessary options where there is active resistance from a disorderly crowd.

#### **1. Manual Compliance (Hardhands or Balance Displacement)**

Hardhands is the term to describe an officer utilizing physical pressure to force a person against an object or the ground, use of physical strength or skill that causes pain or leaves a mark, leverage or balance displacement, joint manipulation, pain compliance, and pressure point control tactics. It requires an officer to grapple with the subject the officer intends to detain. More often than not, multiple officers are required to safely gain compliance over a single subject. For that reason, officers cannot physically subdue large numbers involved in a disorderly crowd. The crowd usually outnumbers the number of officers, making these options impossible. Moreover, entering a rioting crowd exposes the officers and crowd to injury, making manual compliance also impractical in crowd control situations.

#### **2. Baton (PR-24/Auto-Lock Baton)**

CPD has two kinds of metal batons in its inventory. The Auto-Lock baton is a 16 inch metal telescoping tube that locks into place. The PR-24 is a 24 inch aluminum baton with a handle at a 90 degree angle. The PR-24 use is limited exclusively to crowd control (officers do not carry it on a day to day basis). Both batons can be worn on officer's duty belts.

Either baton has limited usefulness in crowd control. They are relatively short, which requires officers to be within arm's reach of the disorderly crowd. Having distance between officers and

offenders is useful to allow for de-escalation and reduce injuries to officers by reducing the kind of weapons that can threaten their safety as well as provide officers time to react to the danger. As a result, officers could easily be injured by relying solely upon batons. In addition, even the inadvertent strike to the head of a person could cause death or serious injury. As a result, the baton has limited utility in crowd control.

### **3. Beanbag & 40mm Foam Rounds**

The beanbag shotgun is an impact projectile device which offers a less-lethal method for subduing or incapacitating a subject and preventing physical harm to officers and bystanders. The beanbag shotgun deploys a drag stabilized, beanbag round which contains small lead pellets housed within a cloth sock or bag. The bag is designed with a tail portion to prevent it from flattening out during flight to reduce the chances of the round causing penetrating injuries.

The 40mm launcher is a dedicated platform which propels a projectile consisting of a plastic body and a crushable foam nose. The foam round can be either inert or contain a payload of marking, OC, or CS powder. The 40mm is a “point-of-aim, point-of-impact” direct fire round commonly used in situations where greater accuracy and energy is desired for the incapacitation of aggressive, non-compliant, subjects at longer distances. The 40mm has been extensively tested by the manufacturer to ensure the round is less-lethal when fired within the optimal energy range and at the large muscle groups of the buttocks, thigh, and knees. These areas provide sufficient pain stimulus, while greatly reducing serious or life-threatening injuries.

While both beanbag and 40mm foam rounds are available for crowd control, their utility is limited to circumstances where there is an imminent risk of injury or death to a member of the public or an officer.

### **D. CPD Use of Non-Lethal Force in Crowd Control**

CPD’s current response protocol and procedures meet or exceed current best practices across the country. CPD constrains the use of non-lethal and less than lethal force in riot and crowd control scenarios through policy as well as extensive training of select officers.

CPD Procedure 12.545, Use of Force, governs the force response during crowd control and riot situations. There are a number of restrictions placed upon the use of force in crowd control that are designed to ensure that force is being used against persons who are actively resisting being dispersed or detained. In particular, the following procedural prohibitions are applicable to use of force in crowd control situations:

- Officers are prohibited from utilizing ANY force on a crowd except in three situations:
  - (i) to protect a member of the public or the offender from death or harm;
  - (ii) to apprehend a fleeing offender who has committed a crime; or
  - (iii) when necessary for self-defense.
- Absent exigent circumstances, a command officer (captain or above) must be present and authorize the use of tools such as the beanbag shotgun, 40mm foam round, OC spray, CS gas, or Pepperball rounds.
- Officers are prohibited from targeting a person with a beanbag shotgun, 40mm foam round, or Pepperball rounds unless attempting to apprehend that individual or the individual poses an immediate risk of injury.
- Before any chemical irritant (OC spray or CS gas) is used against a disorderly crowd, a verbal warning must be issued unless the warning would endanger members of the public or officers.

In addition to these specific rules, officers are trained to de-escalate tensions within the crowd. The first “force” that is utilized against a disorderly crowd or rioters are the officer’s presence and verbal commands to leave the area. But if verbal commands are not successful in dispersing a rioting crowd, the use of **non-lethal** force is the preferred response. **Non-lethal** force includes OC spray, CS gas, and Pepperballs. Such devices encourage a disorderly crowd to disperse through minimum physical contact with officers, thus reducing the likelihood of injury to either officers or citizens. Use of these responses typically have short term effects requiring minimal medical care, if any, and are incapable of causing death according to the manufacturers.

**Less than lethal force (less-lethal)** includes the use of the beanbag shotgun, 40mm foam round, and the baton. These are considered impact weapons and have the propensity to cause injury, but are less likely to cause death. However, death can still be caused through the use of less-lethal force and for that reason, non-lethal force is the preferred response to a rioting crowd.

In 2015, the CPD established the Civil Disturbance Response Team (CDRT) as the Department’s primary response to crowd control. This specialized unit consists of selected officers who have shown the required traits and skills necessary in facilitating protests and demonstrations. These officers are frequently trained in the latest crowd control best practices and are proficient in the techniques of de-escalation, as well as non-lethal and less-lethal responses when required.

Until the most recent unrest, CDRT was able to manage all previous events without the need to resort to either non-lethal or less-lethal responses. No serious injuries have been reported in connection with any crowd control situations. CDRT has been deployed dozens of times since its inception, including during past demonstrations associated with the two trials of former University of Cincinnati Police Officer Ray Tensing.

## **E. Consequences of Eliminating the Use of Non-Lethal Force in Riot Control**

Non-lethal tools are preferable options to uses of force that might cause the death of a person in a rioting crowd. There are a variety of reasons why non-lethal uses of force are necessary. The life and safety of the members of the public participating in or near riots is first, as is officer safety. It is indisputable that other forms of force would result in greater numbers of and more significant injuries to both citizens and officers. Moreover, an unintended serious injury to a member of the public might produce a reaction that would further exacerbate the underlying public safety situation. Finally, with more numerous and more serious injuries, the City could expect an increase in civil claims.

### **Increased Injuries to Officers and the Public**

In the years between 2001 and 2020, the City did not experience any serious injuries among officers or members of the public in crowd control. During the recent civil unrest, CDRT and other CPD units utilized the above non-lethal responses. Members of the public did not report any serious injuries to CPD. The use of non-lethal force reduced the potential for injury to rioters. Without the availability of non-lethal force options, there would certainly be an increase in the utilization of less-lethal responses, as well as associated injuries.

Another consideration is the public safety consequences of a serious injury to a member of the public during crowd control. If officers are involved in a use of force that causes serious injury to an individual, that event could dramatically escalate tensions, particularly in the context of widespread unrest. Non-lethal use of force reduces the possibility of serious injury and the chances such an event might occur.

## **1. Increased Legal Liability**

The likelihood of increased serious injuries will result in more civil claims being filed against the City as well as police officers. In addition, the more serious the injuries, the more the City may have to pay in damages if found liable. In addition to potential damages for injuries, the City may also have to pay attorney fees and costs for the person who files a claim.

### **CONCLUSION**

The availability of non-lethal tools, such as OC spray, CS gas, and Pepperball, enable CPD to manage large, violent, unlawful crowds in the safest manner possible while using the least amount of force. Alternatives to non-lethal tools would increase the likelihood of injury to both the public and officers. In a situation where some amount of force must be used to subdue a disorderly crowd, eliminating less intrusive options would only increase the risk to all.

cc: Colonel Eliot K. Isaac, Police Chief

## **APPENDIX**

Chapter 2917 of the Ohio Revised Code (ORC) *Offenses Against the Public Peace* codifies several laws in determining if an individual or group's conduct is unlawful, to include:

### **Aggravated Riot, 2917.02, ORC:**

A) No person shall participate with four or more others in a course of disorderly conduct in violation of section 2917.11 of the Revised Code:

- (1) With purpose to commit or facilitate the commission of a felony.
- (2) With purpose to commit or facilitate the commission of any offense of violence.
- (3) When the offender or any participant to the knowledge of the offender has on or about the offender's or participant's person or under the offender's or participant's control, uses, or intends to use a deadly weapon or dangerous ordnance, as defined in section 2923.11 of the Revised Code.

(B) (1) No person, being an inmate in a detention facility, shall violate division (A)(1) or (3) of this section.

(2) No person, being an inmate in a detention facility, shall violate division (A)(2) of this section or section 2917.03 of the Revised Code.

(C) Whoever violates this section is guilty of aggravated riot. A violation of division (A)(1) or (3) of this section is a felony of the fifth degree. A violation of division (A)(2) or (B)(1) of this section is a felony of the fourth degree. A violation of division (B)(2) of this section is a felony of the third degree.

### **Riot, 2917.03, Ohio Revised Code:**

(A) No person shall participate with four or more others in a course of disorderly conduct in violation of section 2917.11 of the Revised Code:

- (1) With purpose to commit or facilitate the commission of a misdemeanor, other than disorderly conduct.
- (2) With purpose to intimidate a public official or employee into taking or refraining from official action, or with purpose to hinder, impede, or obstruct a function of government.
- (3) With purpose to hinder, impede, or obstruct the orderly process of administration or instruction at an educational institution, or to interfere with or disrupt lawful activities carried on at such institution.

(B) No person shall participate with four or more others with purpose to do an act with unlawful force or violence, even though such act might otherwise be lawful.

(C) Whoever violates this section is guilty of riot, a misdemeanor of the first degree.

**Failure to Disperse, 2917.04, Ohio Revised Code:**

- (A) Where five or more persons are participating in a course of disorderly conduct in violation of section 2917.11 of the Revised Code, and there are other persons in the vicinity whose presence creates the likelihood of physical harm to persons or property or of serious public inconvenience, annoyance, or alarm, a law enforcement officer or other public official may order the participants and such other persons to disperse. No person shall knowingly fail to obey such order.
- (B) Nothing in this section requires persons to disperse who are peaceably assembled for a lawful purpose.
- (C) (1) Whoever violates this section is guilty of failure to disperse.
- (2) Except as otherwise provided in division (C)(3) of this section, failure to disperse is a minor misdemeanor.
- (3) Failure to disperse is a misdemeanor of the fourth degree if the failure to obey the order described in division (A) of this section creates the likelihood of physical harm to persons or is committed at the scene of a fire, accident, disaster, riot, or emergency of any kind.



February 3, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager **202002155**

Subject: Motion to Implement Cincinnati Black United Front and Ohio Justice and Policy Center Recommendations

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**REFERENCE DOCUMENT # 202000774**

On June 8, 2020, the Law and Public Safety Committee referred the following for a report:

MOTION, submitted by Councilmember Landsman, WE MOVE that the Administration, working with City partners, especially the Cincinnati Black United Front and the Ohio Justice and Policy Center who have put these reforms forward, take up the following recommendations: (Balance of motion on file).

**REPORT**

The following report summarizes the status of the reforms recommended by the Cincinnati Black United Front and the Ohio Justice and Policy Center. All recommendations have been completed, are in development, or are the subject of ongoing discussions.

**(1) Apply laws and policies fairly, and eliminate disparities in the criminal-legal system.**

**A. Review and release data, particularly in regard to arrests.**

The Cincinnati Police Department reviews and releases data in an array of formats and venues. In addition to the over 92,000 documents CPD releases to the public through records requests annually, CPD proactively publishes summary crime information (STARS Report), weekly, to the official CPD website. The STARS report summarizes Part One reported crimes and provides comparative analysis across a variety of time periods. STARS reports are available citywide, and for each police district. CPD also publishes crime reports for each neighborhood, weekly, on its website. CPD routinely shares this information at neighborhood meetings, and actively publishes information important to the public through various social media platforms.

CPD collaborates with the City's Office of Performance and Data Analytics (OPDA) to ensure that CPD data is routinely (often daily) published to the City's Open Data Portal and to Cincy Insights, an interactive dashboard portal designed to make open data more friendly. The City's Open Data Portal currently hosts 35 public safety data sets, including crime incidents, police calls for service, traffic crash reports, police use of force, assaults on officers, traffic and pedestrian stops, and others. Through Cincy Insights, these data sets can be filtered and mapped so that the public is not only provided raw data that might be downloaded and

analyzed in any manner they see fit, but also that citizens might be able to conduct basic analysis and visualization of data in near-real time.

Each quarter the City publishes a Collaborative Agreement Performance Deck online which includes standard reporting across a range of police performance indicators, including traffic stop outcomes, arrests, and officer involved shootings. A number of metrics are tracked along race and geographic dimensions.

CPD has instituted a process improvement team that is actively working to fully implement electronic arrest reporting for every arrest.

## **B. Adopt new policies and protocols to eliminate disparities.**

CPD is committed to bias-free policing. In 2019, CPD expanded upon existing policies and procedures intended to affirm this commitment by adding a new CPD procedure (PM 15.100), titled *Bias Free Policing*. The policy statement of this new procedure reads: “The Cincinnati Police Department will provide service and enforcement fairly and without discrimination toward any individual or group of people. Bias based profiling **shall not be used** as the basis for providing law enforcement services or the enforcement of laws. All members have the responsibility for achieving the Department’s goal of bias free policing.” This new procedure is integrated into CPD’s Manual of Rules and Regulations and Disciplinary Process and other existing policies and procedures.

CPD is also committed to developing new protocols intended to eliminate disparities, when evidence suggests they hold promise. One recent example is a collaborative effort between the City and County, called Law Enforcement Assisted Diversion (LEAD). LEAD is a community-based diversion approach with the goals of improving public safety and public order and reducing unnecessary justice system involvement of people who participate in the program. CPD is an active partner in this program. One core principle is: undo racial disparities at the front end of the criminal justice system. This program is currently piloted in District One and the Central Business District.

## **(2) Offer warnings first and problem solve for constructive, creative solutions while policing and review use-of-force policies.**

### **A. Pursue new investments in problem-solving using strategies beyond charges.**

CPD has defined problem solving as the Department’s principal strategy for addressing recurring crime and disorder problems. CPD’s Problem Solving Guide states: “Initially, any and all possible responses to a problem should be considered so as not to cut short potentially effective responses. Suggested responses should follow from what is learned during the investigation. They should not be limited to, nor rule out, the use of arrest.” **It is this commitment to problem solving that has resulted in a reduction in arrests of more than 50%, comparing 2000 to 2019 (from 47,188 to 21,487).**

In 2016, the City of Cincinnati launched the PIVOT initiative. PIVOT (Place-Based Investigations of Violent Offender Territories), is a strategy intended to problem solve violent criminal activity. Rather than relying solely on arrests, the PIVOT team also focuses very carefully on aspects of place, and on techniques beyond arrest that might alter criminal activity and violence. PIVOT projects are complex problem-solving projects, in collaboration with our community, stakeholders, and many City departments. Responses intended to

reduce violence have included situational crime preventive measures like installing fences and gates, modifying and improving lighting, reorganizing and regulating parking, and attending to blight that influences crime (i.e. tall grass where guns are hidden). Police have also focused on the potential benefits of proper place management, and worked with property owners to educate, convince, and in some cases compel action, through regulatory systems and courts, to regulate conduct in a way that prevents future criminal activity. PIVOT project areas have seen significant reductions in shootings and other violence, without relying on arrest as the only mechanism by which public safety might be improved.

In 2017, CPD won the international Herman Goldstein Award for Excellence in Problem-Oriented Policing, for the PIVOT strategy. In 2018, CPD was awarded a Community-Based Crime Reduction grant, through the Department of Justice, to implement PIVOT in the neighborhood of East Price Hill. This is just one example of new investments in problem solving strategies that extend beyond reliance on criminal charges. CPD's expansion of victim-liaison services, through VALU/CCROW, represents another such effort. These victim and witness services are aimed at strengthening victim and witness participation in the criminal justice system, and at improving access to restorative and protective resources for crime victims. It is hoped that greater engagement will not only result in a more effective criminal justice system, but that it will also disrupt dangerous cycles of retaliation in our community.

**B. Develop a juvenile problem-solving team to reduce arrest and use-of-force against youth.**

In October 2019, the Administration completed a juvenile problem solving project to improve youth-police relations in partnership with the Children's Law Center, the Urban League and Youth at the Center. The Cincinnati Black United Front was invited to participate in the effort in the fall of 2018 and spring of 2019. A presentation was made to members of Law and Public Safety by the project partners on June 10, 2019. Final recommendations were submitted to the City and are currently under review.

**C. Develop ordinances to reduce arrests and ensure citations/summons are issued wherever possible.**

Current CPD procedure governing arrests (PM 12.555) notes that all adults charged with misdemeanor offenses are eligible for release via a Notice to Appear (NTA), rather than physical arrest, excepting sex offenses, weapon offenses, 3<sup>rd</sup> offense OVIs, domestic violence, those charged living in a place where extradition would be necessary, or in instances where specific language or conditions in the arrest document require a physical arrest (i.e. probation warrant). Arresting officers may also cite individuals for traffic warrants.

As noted in a previous response, CPD is also engaged in a pilot pre-arrest diversion program called LEAD, which provides an additional avenue for the diversion of low-level criminal charges, in pursuit of addressing root causes of criminal activity.

For juvenile offenses (PM 12.900), a range of responses other than arrest are available to officers in many circumstances. An officer who perceives that an informal intervention by Hamilton County Juvenile Court is preferable for a first-time, non-violent misdemeanor offender may sign an unofficial complaint. Unofficial hearings provide an opportunity for juveniles and victims to arrive at a solution. In cases where an unofficial hearing is not the proper solution, officers may issue a "closed referral" for any non-violent misdemeanor offense other than drug or alcohol offenses, provided the juvenile has not previously been issued a

closed referral. A closed referral is written documentation of an offense, used in part to inform a responsible adult (i.e. parent) of the circumstances. Closed referrals are not processed as criminal complaints.

**D. Direct city prosecutors to take a position against monetary bail for all misdemeanor suspects in non-violent offenses.**

The City Solicitor's Office adopted the attached bail policy in early 2020, which instructs prosecutors to not oppose the pre-trial release of defendants on their own recognizance subject to exceptions for certain offenses where the community has a strong interest in pre-trial detention for public safety.

**E. Conduct internal and external reviews of current use-of-force protocols as well as trainings to identify changes with particular attention to de-escalation, domestic violence, encounters with the mentally ill, and cultural competency.**

CPD conducts internal and external reviews of use-of-force and actively seeks and administers training, with particular attention to de-escalation, domestic violence, and encounters with those affected by mental health. CPD prioritizes cultural competency. As a part of CPD's organizational structure, the Planning Section of CPD is charged by the Police Chief with conducting long-range planning, developing and maintaining policies, procedures and forms, and conducting legal research. Upon approval by the Chief to revise a procedure, the Planning Section opens a procedure revision project. Procedure revision projects include reviewing the policies and procedures of other agencies, model policies, best practice, and internal and external recommendations. CPD Planning Section often engages with Inspections Section, Internal Investigations Section, and Training Section to understand any perceived weaknesses or negative outcomes of past procedures, and to seek feedback on potential procedure revisions. The frequency with which CPD reviews and revises operating procedures may be misunderstood by some. In any given moment, multiple procedures are under review. In 2019, 41 of CPD's 188 procedures were reviewed, revised, and approved for Department use. CPD's Use of Force procedure is one of the most frequently reviewed and revised procedures. It has been revised 34 times since 2002; the most recent approved revision was implemented in June of 2019. CPD requests feedback from the Citizen's Complaint Authority (CCA) when considering revision to the Use of Force procedure.

De-Escalation

CPD emphasizes de-escalation. It is defined and discussed in CPD Use of Force procedure, as well as in procedures that outline response to those who are mentally ill and in procedure that governs the discharge of firearms by police personnel. It has also been a core training topic for more than a decade. It is embedded in many Department trainings. In March of 2020, CPD conducted *Force Science Fundamentals of Realistic De-Escalation*, which teaches officers necessary skills to accurately assess potentially violent confrontations and defuse them when possible, to avoid potential uses of force. Field training officers and new police supervisors are provided *Civil Liability and Use of Force* supplemental training to assist them in acting as leaders and department role models, reinforcing the prioritization of de-escalation and the use of only necessary force.

Domestic Violence

CPD recognizes the risks inherent in responding to domestic violence incidents when suspects are still present, and trains officers to respond in a way that is intended to generate a rapid protective response for victims, while working to minimize the need for force during

the arrest of an abuser. CPD's policy and practice makes it clear that domestic violence is highly prioritized and that it is clearly understood that victims of these crimes may benefit from services beyond traditional law enforcement and criminal prosecution. For this reason, CPD has a longstanding partnership with Women Helping Women. Most recently, CPD has actively engaged in the DVERT program. DVERT advocates aid department personnel by providing around-the-clock, on-site support, resources, and options to victims, allowing officers to focus on the law enforcement aspects of an incident. DVERT advocates from Women Helping Women are dispatched to the scene within the hour to focus on the needs of the survivor and dependents.

#### Mental Health Response

It is clear to CPD that implementing best practices when responding to persons experiencing a mental health crisis may help to minimize instances in which force is necessary. Since 2002, all CPD recruits receive 40 hours of Mental Health Response Team (MHRT) certification training. MHRT officers are dispatched on all runs involving individuals experiencing mental illness. If two MHRT officers are available, they will be dispatched as a team.

CPD officers routinely collaborate with the Mobile Crisis Team (MCT). MCT members are mobile clinical team participants, comprised of licensed master level social workers trained to respond to mental health emergencies throughout Hamilton County. Three MCT members are embedded in CPD districts, enhancing their ability to respond to support relevant calls for assistance that are received through the Emergency Communications Center, and to which CPD officers respond.

#### Cultural Competence

As part of continuing professional training in 2019, Officer Fred Gilmer taught *Empathy Through American History* to his fellow officers. The objectives of the course included the history of race relations in the United States and the immense impact of assisting people through empathy and applying this approach to develop stronger communities.

### **F. Create publicly available report(s) explaining the development, implementation and results of use-of-force reviews, policies and trainings including the employee tracking system, records management system and electronic contact cards.**

Police use-of-force data is publicly published by the City of Cincinnati, through the Office of Performance and Data Analytics. It is available both on Cincinnati's Open Data Portal and on the Cincy Insights dashboard. CPD procedures, including those governing the process by which use of force is reported and investigated, is published publicly on CPD's official website. Procedures and Staff Notes that govern the manner in which CPD uses the Employee Tracking System (ETS), Records Management System (RMS), and contact cards, are also posted on CPD's website and available for public review.

An update was provided to the Manager's Advisory Group (MAG) at the December 2019 meeting on the status of the ETS, RMS, and electronic contact cards. CPD completed a presentation and hosted a question and answer session.

### **(3) Address the pandemic as an issue of public health, not of criminality.**

Since the beginning of the pandemic, the City's approach to the health crisis has been to emphasize compliance with regulations that have been implemented for the safety of the

entire community, rather than strict enforcement. For that reason, enforcement has been limited. Since April, when Council passed legislation that enabled Health Department sanitarians to take the lead on pandemic-related enforcement, CPD has not signed criminal charges for the enforcement of any Ohio Department of Health (ODH) orders. Prior to April, CPD focused on achieving compliance, rather than enforcement. Just 17 individuals were charged with only failing to comply with the various ODH orders. An additional 16 persons were charged with violating the ODH orders in addition to other criminal offenses.

The City Solicitor's Office has treated the prosecution of these individuals as one of education, rather than punishment. Defendants have been addressed on a case-by-case basis by prosecutors to ensure that defendants are not being prosecuted for a lack of information or education about the issue, or lack of means to comply. As a result, over a third have been dismissed to date. Prosecutors continue to evaluate each case as it appears on the docket and recommend dismissal where circumstances dictate public health or safety would not be served by a conviction.

#### **(4) Revive the Citizen Complaint Authority (CCA).**

CCA has a long record of active and diligent service to Cincinnati. In September 2020, Gabe Davis was appointed CCA Director; continuing CCA's strong tradition of service to the community, he has accomplished a great deal in that short amount of time, as set forth below.

CCA recently hired three experienced and diverse investigators. The new investigators include a former NYPD detective fluent in Spanish, a former Cleveland prosecutor with criminal defense experience, and a counterintelligence investigator from the U.S. Intelligence Community. These new hires immediately brought CCA into compliance with staffing requirements under CCA's governing statute. They also strengthened CCA's ability to complete investigations of citizen complaints in a timely fashion, identify patterns, and meaningfully influence police accountability outcomes and decision-making.

Reduction of CCA's case backlog was a high priority. In order to address this issue and improve efficiency, the director implemented a plan that included the use of concrete internal targets for case completion, measurable benchmarks, strategic assignment of cases, and streamlined processes for report-writing designed to expedite the completion of less-complex cases.

CCA enhanced engagement with the community by creating opportunities for the public to virtually participate in CCA's Board Meetings. CCA staff worked with the Board to create more opportunities for the community to offer comments during Board Meetings and opportunities to become educated about issues related to the community's concerns through the use of guest speakers and relevant agenda topics. Further, the Director has engaged community stakeholders in one-on-one meetings designed to build relationships and improve the delivery of CCA's services to the public.

Finally, CCA has had multiple collaborative discussions with the City's leadership and other divisions and departments - including important collaborations with the Cincinnati Police Department, Office of Human Relations, Criminal Justice Initiatives, Office of Performance and Data Analytics, the Solicitor's Office, and others. These collaborations have addressed topics such as strengthening CCA's recommendations process, revisions to police policy, collaboration regarding monitoring of discrimination complaints, and improvements to transparency.

**(5) Revive the Manager's Advisory Group (MAG).**

The City Manager's Advisory Group (MAG) was suspended in 2020 from March to July, as the Administration grappled with the COVID-19 pandemic's early impacts. Nearly 1,700 City employees were furloughed, including the Division Manager of Criminal Justice Initiatives. In addition, leadership changes in the City Manager's Office required additional transition time. Meetings of the MAG resumed in September 2020. Since then, the City has:

- Resumed quarterly publishing of the Collaborative Agreement Performance Deck.
- Provided a Year 1 Summary on the Administration's 2019-2020 collaborative refresh work.
- Responded to questions and concerns from MAG members.
- Recruited ten new community members to serve on the MAG.
- Launched a new internal working group to improve interdepartmental coordination between the City Manager's Office, Police Department, CCA, Performance and Data Analytics, and the Solicitor's Office on criminal justice matters.

**(6) Take steps necessary to fully implement a public safety academy within Cincinnati Public Schools.**

The City Administration and the Cincinnati Police Department support the establishment of a public safety academy to provide our young people a reasonable path toward employment at CPD. In 2018, the Charter was amended to allow the Civil Service Commission to award credit for police and fire recruits who graduated from a public safety academy established by the Cincinnati Public Schools (CPS).

We understand that CPS is in the process of implementing the public safety academy. The primary obstacle to realization is that to obtain civil service credit, the public safety academy must award a certification at the completion of the program. However, there are no peace officer certifications in Ohio that can be completed in that time by an individual under 18. As a result, CPD and CPS are considering various alternative certifications that would have value to the police department such as a private security certification. CPS and CPD are meeting in the coming weeks to assess the viability of these alternatives.

**(7) Improve policing data collection, analysis, and evaluation capabilities – including tracking by race.**

**A. Make data public.**

As detailed throughout this document and particularly in response to Item 1, CPD makes data public in a variety of formats.

**B. Desegregate adult and juvenile data.**

The Office of Performance and Data Analytics is available as a resource to assist the community in working with the Open Data Portal to conduct additional or more complex analysis.

As detailed in response to item 1 above, CPD has instituted a process improvement team that is actively working to fully implement electronic arrest reporting for every arrest. This will improve CPD's ability to conduct detailed analysis of arrest activity. As of November 2020,

CPD has fully transitioned into the use of the electronic 527 Arrest Form in the Records Management System for all physical arrests citywide.

**(8) Coordinate Collaborative Refresh with all of these actions and implement refresh promptly.**

The City of Cincinnati continues to actively engage the spirit of the Collaborative Agreement, and to work toward ensuring that the tenants of the Collaborative Agreement are operative in Cincinnati. The Administration is currently soliciting ideas, suggestions, and feedback for our 2021-2022 collaborative refresh work. This process includes one-on-one meetings with members of the MAG, city leadership, and other key stakeholders and partners. A draft plan will be presented to the MAG for feedback in March 2021.

Attachment: Cincinnati Law Department Bail Reform Policy

cc: Sheryl Long, Assistant City Manager  
Andrew Garth, City Solicitor  
Colonel Eliot K. Isaac, Police Chief  
Gabe Davis, CCA Director



**CITY OF CINCINNATI BAIL POLICY**  
*EFFECTIVE IMMEDIATELY*

**Non-Violent Misdemeanor Offenses**

*It is the policy of the City of Cincinnati to eliminate wealth-based pretrial detention. For nonviolent misdemeanor offenses, the presumption of this Office shall be that release on personal recognizance is the appropriate recommendation.*

- NOTE 1: This policy requires City Prosecutors to recommend OR bond to the court on nonviolent misdemeanor cases whenever the Court asks the State for its recommendation on bond.
  - This includes in RM A (or less likely in RM B) at initial arraignment.
  - This includes in a courtroom at any point after the case has been rolled to a judge and the issue of bond is raised.
  - This policy applies regardless of the number of capiases the defendant has for failure to appear.
- NOTE 2:
  - You should **not** defer to the court when asked about bond – state a position.
  - If there is reason to request a cash bond because of a threat to a victim or danger to the community, speak with your supervisor ahead of time and be prepared to articulate why an exception should be made. Exceptions should be rare.

**Violent Offenses and Offenses that Endanger the Community**

*For offenses of violence and offenses that endanger the community, prosecutors shall weigh each of the following factors in making a bail recommendation:*

- 1. The weight of evidence against the accused;*
  - 2. Whether the accused poses a substantial risk of serious physical harm to any person or the community;*
  - 3. Whether alternative release conditions exist that would reasonably assure the safety of the community; and*
  - 4. The probability of appearance at trial by the accused.*
- NOTE 1: Offenses of violence include the following (see R.C. 2901.01(A)(9) and the handout):
    - Assault, domestic violence, menacing, aggravated menacing, menacing by stalking, arson, inciting to violence, riot, inducing panic, and intimidation (of an attorney, victim, or witness in a criminal case).
  - NOTE 2: Offenses that endanger the community include the following:
    - Vehicular Homicide, OVI offenders with a prior conviction, sexual imposition, public indecency, telephone harassment, child endangerment, CCW, improper handling of a firearm, having a weapon while intoxicated, and TPO violations.

February 3, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

**202002158**

Subject: CPD Response to Report on Police Reform and Racial Justice

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REFERENCE DOCUMENT #202001895

On September 1, 2020 the following item was referred for a report:

**MOTION:**

**I MOVE** that City Council endorse the attached *Report on Police Reform and Racial Justice*.

**I FURTHER MOVE** that the Administration prepare in response to the recommendations made by the U.S. Conference of Mayors' Working Group on Police Reform and Racial Justice.

**I FURTHER MOVE** that the Administration's report identify whether it believes the Cincinnati Police Department already meets each recommendation; and to the extent that it does not, provide an analysis of why or why not CPD should or should not make the recommended change.

Mayor John Cranley

**Response (Below)**

**CPD Self-Assessment of  
United States Conference of Mayors:  
Report on Police Reform and Racial Justice**

Cincinnati Police Chief Eliot K. Isaac directed a review of The United States Conference of Mayors: *Report on Police Reform and Racial Justice*. This report represents the Cincinnati Police Department's self-assessment of the recommendations included in the report. Forty specific recommendations were identified. Thirty-one recommendations were oriented toward police departments. The remaining nine recommendations focused on decisions of municipal or state government. The thirty-one police department recommendations are listed below, with a response from CPD. Supporting references, such as the most relevant portions of CPD procedures are included.<sup>1</sup> Within the United States Conference of Mayors Report, recommendations are categorically organized. These categories are preserved in the response below.

**SANCTITY OF LIFE** (Conference of Mayors Report pg. 17)

- 1) **Departments should have a use-of-force policy that provides officers will:**
  - a. **Use only the minimal amount of force necessary to respond, if any force is necessary at all;**
  - b. **Continually reassess the situation to calibrate the appropriate response;**
  - c. **Not use chokeholds, strangleholds, or any other carotid restraints, unless deadly force is necessary;**
  - d. **Not shoot at or from moving vehicles, except when under extreme, life-threatening circumstances that are not avoidable; and**
  - e. **Not use deadly force against a fleeing individual, unless the individual poses an immediate threat of death or serious physical injury to another person.**

Based on current CPD procedure and information detailed below, CPD meets the standards detailed in this recommendation.

- a. Only necessary uses of force are permitted.

CPD's Use of Force (Procedure 12.545) specifically addresses each of the recommendations listed above. 12.545 (policy section) states (emphasis preserved): **"When officers have a right to make an arrest, they may use whatever force is reasonably necessary to apprehend the offender or effect the arrest and no more."**

- b. Tailor the use of force based upon new information.

The Use of Force procedure continues **"Just as officers must be prepared to respond appropriately to rising levels of resistance, they must likewise be prepared to promptly de-escalate the use of force as the subject de-escalates or comes under police control"**.

- c. Chokeholds are prohibited except as deadly force.

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<sup>1</sup> Responses within this report are intentionally succinct, to support a summative assessment in the spirit of the original report. All quotations of CPD policy and procedure should be interpreted as "in-part". Only policy statements that most directly address specific recommendations have been included. In many cases additional information exists that supports the overall conclusions made by CPD. (If additional information is requested related to specific items, CPD would be glad to append this report or otherwise provide additional responsive information.)

“Choke holds are prohibited unless a situation arises where the use of deadly force is permissible under existing law and Department policy.” (use of deadly force is permissible when the officer has probable cause to believe a suspect poses a threat of serious bodily injury or death to officer or others – see *Tennessee vs. Garner*, 471 U.S. 1 (1985)).

d. Use of deadly force into or from a moving vehicle

CPD’s Discharging of Firearms by Police Personnel (Procedure 12.550) states (emphasis preserved): **“Officers shall not discharge their firearms at a moving vehicle or its occupants unless the occupants are using deadly force against the officer or another person present, by means other than the vehicle”.**

e. Use of deadly force against a fleeing subject

(Procedure 12.550): “When all other reasonable means at the officer’s disposal have failed the use of firearms is authorized, only under the following circumstances, as a last resort to apprehend a fleeing felon:

- The officer has probable cause to believe the suspect has committed or is committing a felony, and
- The suspect presents an immediate risk of death or serious physical harm, either to the officer or another person if not immediately apprehended.
- If possible, the officer will give a verbal warning before using the firearm.”

**2) Departments should have a clearly stated de-escalation policy.**

CPD does have a clearly stated de-escalation policy and prioritizes de-escalation through rigorous training.

**Details:**

CPD policy, procedure, and training clearly prioritizes de-escalation. De-escalation is explicitly defined in Use of Force procedure as: “Using non-confrontational verbal skills, empathy and active listening to stabilize a person in crisis. De-escalation may also incorporate the use of additional time, distance and resources as well as persuasion, command presence, repositioning, and warnings, to reduce the intensity of a potentially violent situation to decrease the potential need to use force”. The same procedure directs: “Whenever possible, de-escalation techniques shall be employed to gain voluntary compliance by a subject. Officers shall use only the level of force that is objectively reasonable to effect an arrest or while protecting the safety of the officer and others.” In addition to explicitly defining and prioritizing de-escalation in CPD Use of Force Procedure, de-escalation is also articulated and prioritized in Handling Suspected Mentally Ill Individuals and Potential Suicides (Procedure 12.110), and in Discharging Firearms by Police Personnel (Procedure 12.550).

De-escalation has been a core training topic for officers for over a decade. It is an over-arching training theme that is embedded throughout all department instituted training for recruits. CPD constantly seeks new best-practices in de-escalation, and provides additional training opportunities to officers when new opportunities for training in de-escalation techniques emerge. In March 2020, the Department was approved to host *Force Science Fundamentals of Realistic De-Escalation*, which teaches officers necessary skills to accurately assess potentially violent confrontations and defuse them whenever feasible in order to avoid a potential use of force.

CPD also incorporates a robust training curriculum for all officers through annual continuing professional training, which is evaluated and updated each year to provide the newest techniques and concepts. Field training officers, who train and mentor newly graduated police recruits, and new police supervisors are provided supplemental *Civil Liability and Use of Force* training to assist them in acting as departmental leaders, prioritizing de-escalation, and reinforcing these values for those who are formal role models for other officers in CPD.

- 3) Departments should establish a duty to intervene when a fellow officer is using excessive force or otherwise contravening law or department policy. Departments should train on peer intervention, recognize officers who do intervene, and protect them from retaliation.**

Duty to intervene is explicitly stated in current CPD policy.

**Details:**

CPD Use of Force (Procedure 12.545) states: “An officer has a duty to stop, prevent and report the use of excessive force by another officer. Officers who use excessive force will be subject to discipline, possible criminal prosecution, and/or civil liability”.

- 4) Departments should offer first aid training to officers and require officers to provide first aid, commensurate with that training, following the use of force, as appropriate.**

CPD prioritizes emergency medical treatment of citizens, recognizing preservation of life as the highest priority.

**Details:**

CPD Use of Force (Procedure 12.545) states: “Following any use of force resulting in a citizen’s injury, officers will summon Cincinnati Fire Department (CFD) personnel to provide emergency medical treatment. Once the scene is stabilized and it is safe to do so, officers may administer CPR or basic first aid, if appropriate”.

CPD officers regularly receive training and certification in CPR. All CPD officers are re-certified every two years through the American Heart Association. Police recruits are provided 8 hours of First Aid/CPR/AED training, an OPOTA standard. CPD officers also receive, are trained in, and routinely carry tourniquets for the purpose of providing lifesaving first aid in circumstances where this tool may be appropriate.

Additionally, police academy training staff conduct training for members of the public when there is a potential public safety benefit. CPD has recently provided active shooter training, for the purpose of helping members of the public educate themselves on important steps they might take to mitigate harm during an active shooter event. A sub-section of this training, *Stop the Bleed*, is co-presented by CPD and CFD. It is specifically oriented toward helping members of the public understand how they might take immediate action to help slow traumatic bleed injuries while emergency medical professionals are responding to a scene.

CPD recognizes that in many situations it is important to facilitate the rapid response of highly trained and equipped medical professionals, such as CFD personnel. Department procedure and practice emphasize rapid notification of fire personnel, early communication of critical

information to responding medical professionals, and traffic control and scene stabilization to facilitate their expeditious arrival.

## **5) Departments should require officers to report all uses of force.**

CPD requires all officers to report uses of force.<sup>2</sup>

### **Details:**

CPD Use of Force (Procedure 12.545) states: “All members have a duty to ensure all use of force incidents and any citizen allegation of excessive force are reported to the Police Department. Whenever employees use any type of force; or confront resistance that results in an injury or complaint of injury to a citizen; or have knowledge of any of the above; or are aware of a citizen complaint of excessive force, they will promptly notify a supervisor.”

Supervisors, once notified of a use of force, respond to the scene to conduct an administrative investigation of the use of force. This investigation includes completing written reports describing the events preceding the use of force and the subsequent force used, interviews of the subject of the use of force, witnesses, and involved officers, review of any relevant video, and gathering of other evidence that may be available. During this administrative investigation, supervisors evaluate the decision to arrest and basis for stop, subject resistance, and tactics and actions of officers in response to resistance. Use of force reports are submitted through the chain-of-command and subject to a variety of review processes based on the type of force used and preliminary evaluations of propriety of force and tactics used.

## **6) Departments should train officers on crisis intervention.**

CPD trains officers on crisis intervention and actively engages with professional clinicians, toward producing the best possible outcome for those in crisis.

### **Details:**

Since 2002, all CPD recruits receive 40 hours of Mental Health Response Team (MHRT) certification training. MHRT officers are dispatched on all runs involving individuals experiencing mental illness. If two MHRT officers are available, they will be dispatched as a team. Once dispatched, the MHRT officer(s) on the scene are the primary officer(s) handling the situation.

CPD officers routinely collaborate with the Mobile Crisis Team (MCT). MCT members are mobile clinical team participants, comprised of licensed master level social workers trained to respond to mental health emergencies throughout Hamilton County. Three MCT members are embedded in CPD districts, enhancing their ability to respond to support relevant calls for assistance that are received through the Emergency Communications Center, and to which CPD officers respond.

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<sup>2</sup> The term “use of force” connotes a wide spectrum of police action, from police presence on one end to use of deadly force on the other extreme. Cincinnati’s response is based upon procedure 12.545 which sets forth the categories of its uses of force and the required investigation for each.

## **EQUALITY AND DUE PROCESS** (Conference of Mayors Report pg. 20)

- 1) Departments should have policies and training curricula for recruits, veteran officers, and supervisors that make clear that police interactions with individuals should be impartial and free from bias.**

CPD has policies and robust training curricula focused on impartial and bias free police interactions.

### **Details:**

CPD Procedure 15.101, titled “Bias Free Policing” directly addresses issues of equality and due process. The policy statement reads: “The Cincinnati Police Department will provide services and enforcement fairly and without discrimination toward any individual or group of people. Bias based profiling **shall not be used** as the basis for providing law enforcement services or the enforcement of laws. All members have the responsibility for achieving the Department’s goal of bias free policing.”

This position is also reflected in the Mission Statement of CPD, which states: “The Cincinnati Police Department will develop personnel and manage resources to promote effective partnerships with the community to improve the quality of life through the delivery of fair and impartial police services while maintaining an atmosphere of respect for human dignity.” Recruits, veteran officers, and supervisors are trained on ensuring equality and due process in many educational settings.

In 2019, the Mayor presented legislation that was approved by Council, authorizing the City Administration to implement key components of the Collaborative Refresh Process. As a result, all CPD employees attended training on explicit and implicit bias: *Fair and Impartial Policing*. Senior Command Staff and supervisors attended more extensive training on this topic in order to provide more extensive resources to those they manage and supervise. These classes focused on discovering and managing positive and negative biases a person may have so that biases do not impact their job and interactions with the community. The community was invited to participate in this training. Two opportunities were scheduled specifically for the public, so they might be directly exposed to officer training and might further the dialogue among police and public regarding this topic. This training was provided by Fair and Impartial Policing, LLC., a leader in implicit bias awareness training.

In May of 2019, CPD hosted a nationally recognized subject matter expert in constitutional policing and policy, who conducted *Police Legitimacy and Procedural Justice* training for the over 200 employees at the supervisory rank of sergeant and above. Topics covered in the eight-hour sessions included community policing and public trust for effective crime reduction, understanding use(s) of force through Body Worn Camera footage and other digital evidence, legal and constitutional concepts and the importance of critical thinking in police work.

As part of continuing professional training in 2019, Officer Fred Gilmer taught *Empathy Through American History* to his fellow officers. The objectives of the course included the history of race relations in the United States and the immense impact of assisting people through empathy and applying this approach to develop stronger communities.

- 2) Departments should assess their records of stops, searches, and arrests to determine where there are disparities in enforcement.**

CPD regularly assesses officer activities, workload, distribution of criminal activity, and requests for police assistance, actively seeking the most equitable approach to public safety.

### **Details:**

Stops, search, and arrest information is collected and assessed by CPD through a variety of processes. Critical to a department's ability to assess such records is that a department have infrastructure and processes in place by which to collect this information so that it might be analyzed. Stop and search information may not be collected by all departments. It is collected by CPD, via contact cards (also containing other fields including date, time, address, stop type, and disposition of stop). For many years, contact cards were completed on paper by officers, and submitted to CPD Records Section for entry. CPD recognizes there may be a better method by which to collect this information. CPD Information Technology created an electronic Contact Card module in the Records Management System, which was launched in January of 2020. This improvement is designed to help improve the ability to aggregate and analyze this data. Contact Card information is published via the City of Cincinnati's Open Data Portal. CPD's process for collection of arrest information is also currently being modified, to improve arrest record systems. A Process Improvement Team was launched in 2020 to explore how CPD might improve collection, maintenance, and analysis of arrest records. CPD's analytic process is constantly evaluated for opportunities to improve, which include changing systems and processes of data collection to improve analytic potential in the future.

CPD has performed analysis on a variety of data sets for the purpose of evaluating where enforcement has concentrated in the City. For example, in the spring of 2020, CPD crime analysts performed citywide spatial analysis of traffic stops, traffic accidents, shootings, violent crime, citizen generated calls for service, and volume analysis of arrests. This analysis was discussed internally and externally in the context of dialogue regarding disparity. It was also shared with local media outlets to improve the public's access to this information, and to encourage the collective conversation.

CPD has also implemented Body Worn Cameras (BWC), as an important tool in the transparent delivery of police services. BWC video is reviewed in a variety of circumstances, which assists the administration in ensuring stop, search, and arrest activity is properly conducted.

CPD has a history of partnering with research professionals to assist in reviewing Department activities. One recent product of this partnership is *A Multi-Method Investigation of Officer Decision-Making and Force Used or Avoided in Arrest Situations: Tulsa, Oklahoma and Cincinnati, Ohio Police Use of Force Narrative Data Analysis Report*, authored by Michael Smith, J.D., Ph.D., Rob Tillyer, Ph.D., Robin Engel, Ph.D., and Amanda Shoulberg, M.A., of the University of Texas at San Antonio and the IACP/UC Center for Police Research and Policy. The goal of this research was to “. . . provide a deeper and more contextualized understanding of how and why police use or avoid the use of force and to identify policy, training, or other ways that law enforcement agencies can reduce the need for force, lower the rates of injuries or deaths to civilians, and reduce police victimization when interacting with members of the public under stressful or uncertain conditions” (iv; 2020). It is through research-practice partnerships such as this, that CPD strives not only to understand where disparities might exist, but also searches for opportunities to improve the delivery of police service and minimize negative outcomes when possible.

- 3) Departments should consider assigning liaison officer to communities to provide a dedicated channel for communications between police and residents.**



CPD assigns liaison officers to communities to ensure lines of communication between police and residents are open and to ensure healthy ongoing dialogue.

**Details:**

The Cincinnati Police Department communicates with the public they serve in a variety of meaningful ways. CPD actively engages with residents all over the city every day. Some of those interactions are informal or in routine service to the community, such as in response to calls for police service including traffic crashes, crime reports, and other public service requests. Other interactions include spontaneous conversations or officers checking in with business operators. More formally, CPD actively and regularly participates in neighborhood council meetings throughout the City. CPD District Commanders regularly attend these meetings, as do other staff dedicated to serving specific neighborhoods in their roles in CPD.

Each CPD district has a Neighborhood Liaison Unit, supervised by a sergeant, and staffed by officers designated as liaison officers to specific Cincinnati neighborhoods. Additionally, CPD maintains a Community Relations Squad, with a commitment to support citywide liaisons with clergy, Cincinnati's immigrant community, the LGBTQ community, and others.

CPD's School Resource Officers are another example of a liaison approach, given these officers are assigned to specifically partner throughout the City with school administrators, staff, and students, in a full-time capacity to support safe and healthy school environments, and to engage directly with our youth.

**4) Departments should have policies and infrastructure to investigate all allegations of bias; prohibit retaliation for filing a bias complaint; and hold officers and supervisors accountable, as appropriate.**

CPD has policies and infrastructure to investigate allegations of bias, to prohibit retaliation, and to hold officers and supervisors accountable.

**Details:**

CPD investigates all complaints, including bias, made either from the public or from employees of the police department. CPD Procedure 15.100 outlines the process for filing complaints, as well as reports of favorable conduct. All CPD employees are protected against retaliation for filing a bias complaint. As a matter of policy and procedure, all CPD employees are held to the standard set forth in the CPD Rules and Regulations Manual.

CPD broadly defines a citizen's complaint as: "an allegation from any source of any action or inaction by Department personnel the individual considers being contrary to law, proper procedure, good order; or in some manner prejudicial to the individual, the Police Department or to the community" (Procedure 15.100). Complaints are thoroughly investigated regardless of the continued participation of a complainant or of the disposition of any associated criminal charges. "The Department will not close an investigation simply because the complaint is withdrawn or the alleged victim is unwilling or unable to provide medical records or proof of injury; the Department will continue its investigation as necessary to determine whether the original allegation can be resolved. In each investigation, the fact that a complainant pled guilty or was found guilty of an offense will not be considered as evidence whether an officer did or did not use a type of force, nor will it justify discontinuing an investigation".

Additionally, any CPD employee may file a complaint through the Cincinnati Equal Employment Opportunity Office (EEO) or the Citizen Complaint Authority (CCA). CCA and CPD Internal Investigations Section (IIS) conduct independent parallel investigations of complaints made by either citizens or department employees.

**5) Departments should consider whether, based on the size of the departments and makeup of their community, it would be beneficial to assign a chief diversity officer to focus on advancing the department's diversity and inclusion efforts.**

CPD has reviewed this recommendation. Below are additional details regarding CPD's efforts to advance the Department's diversity and inclusion efforts.

**Details:**

CPD actively focuses on diversity and inclusion, in particular through the Chief who places the highest priority on those goals. Because of the Chief's commitment, CPD has met every recommendation with respect to Equality and Due Process. Most specifically, diversity and inclusion are critical components to the recruiting process. CPD recruiting efforts are conducted with specific attention to ensuring a diverse and inclusive workforce that is reflective of the community we serve.

CPD has partnered with a minority owned marketing firm to recruit new applicants focused on African Americans, Latinos, and women. CPD recruits regionally through radio, written media, social media, and other public broadcasts. The CPD recruitment staff regularly visit regional colleges to advertise and recruit minorities and other interested individuals.

CPD does not have a chief diversity officer, at least in name, because the Chief has assumed that responsibility personally. This communicates to the entire department that diversity and inclusion is a fundamental goal of CPD and that responsibility for achieving that goal is ingrained in the leadership of the organization at the highest level, rather than a specialized assignment.

**6) Departments should have recruitment and outreach plans and goals so that departments have officers who are part of the community and reflect the diversity of the community they are sworn to protect.**

CPD has recruitment and outreach plans focused on ensuring the department continues to have officers who are a part of, and reflective of, the community they serve.

**Details:**

As stated in response to the previous question, CPD does have recruitment and outreach plans and goals oriented toward ensuring that employees are a part of the community they serve, and to reflect the diversity of the community we are sworn to protect.

**7) Departments should consider leadership in promoting diversity as a factor in promotion decision.**

CPD considers leadership and diversity in promotion decisions.

## **Details:**

CPD follows the State of Ohio employment laws and Cincinnati Civil Service regulations concerning hiring and promotion. Promotional processes are administered by outside vendors, and promotional assessors are recruited from outside agencies to ensure that those assessing promotional candidates do not know the candidates they are reviewing. This is designed to ensure that promotional decisions are made with neutrality, and that participants are scored across a range of indicators designed to gauge successful performance as police leaders. These characteristics certainly include the ability to lead a diverse workforce, to recognize diversity as a strength, and to encourage diversity.

## **COMMUNITY** (Conference of Mayors Report pg. 23)

### **1) Departments should work with community leaders, including leaders of schools, unions, community centers, and religious groups, to identify common goals and challenges their communities are facing.**

CPD works with community leaders and other stakeholders to identify common problems, goals, and potential solutions to the challenges we face together.

## **Details:**

CPD works with community leaders and stakeholders throughout Cincinnati to identify common goals and challenges facing our communities. CPD's community engagement and active participation is wide ranging. CPD engagement to improve our common understanding of community problems, and collaborative problem solving toward solving these issues includes: active participation in neighborhood council meetings, participation in collaborative projects such as the Neighborhood Enhancement Program (NEP), and formation of problem solving teams that regularly meet to discuss and solve community problems (e.g. PIVOT problem solving efforts, and many others).

CPD is an active participant in the City Manager's Advisory Group, a group of stakeholders who provide information, analysis, advice, and recommendations to the City Manager in order to help continue the progress made in implementing the reforms under the spirit of the Collaborative Agreement. Additionally, CPD's use of problem solving as the primary response to crime and disorder, naturally requires working with community leaders and stakeholders to work toward common identification of problems, and to work toward solutions together. Problem solving projects encourage officers and community to engage. At weekly department-level STARS meetings (Strategic and Analytic Review for Solutions), district commanders and support personnel update Senior Command Staff on the progress of current problem solving projects.

CPD School Resource Officers routinely work with the leaders of our schools to solve problems. They also attend Cincinnati School Board meetings and meet with school board stakeholders to answer questions and show that CPD cares about Cincinnati Schools. Our officers are routinely present at community centers, sometimes simply to provide site security, and other times to participate in programs designed to enrich young people's lives. CPD officers participate in Citi Camp, and host Explorer and Cadet programs designed to help address some of the previously determined challenges our young people face, and to strengthen our collective ability to maintain healthy communities.

CPD actively engages with religious groups as well, including through our faith-based liaison officer. It is common for our faith-based institutions to be partners in community problem-

solving efforts, to host neighborhood meetings, or to otherwise be actively engaged with CPD officers to improve the health and safety of our communities.

**2) Departments should consider Resident Officer Programs or other incentives for officers to live in the communities they serve.**

CPD has considered resident officer programming, and CPD supports incentivizing officer residency should City administration develop such a program.

**Details:**

CPD understands that it is critical for our officers to be actively engaged members of the communities we serve, who have a real understanding of the dynamics and conditions specific to our community. However, state law prohibits CPD from mandating that its officers live in Cincinnati. We have found that even though our officers do not have a City residency requirement or a formalized Resident Officer Program, some officers choose to live in the city they serve. CPD also recognizes the regional impact that Cincinnati Police officers have in the Greater Cincinnati community. It has been estimated that our City grows from 300,000 residents, to over 1 million residents, employees, and visitors from the Greater Cincinnati region and beyond, on any given day. We are grateful for the opportunity to serve all who live, work, and play in Cincinnati.

CPD embraces the spirit at the root of this idea, that it is critical to work toward fostering trust between officers and the community we serve.

**3) Departments should have community policing programs, appropriate to the particular circumstances of the community, such as youth engagement, immigration and refugee outreach, and homelessness programs.**

CPD has community policing programs, robust youth engagement, immigration and refugee outreach, and partnerships with service providers focused on homelessness.

**Details:**

Our department's commitment to community policing is well established. CPD's Neighborhood Liaison Units, situated in each district, are just one of the many ways this commitment has been institutionalized. CPD officers develop, initiate, and participate in a wide variety of youth programming. Each year CPD officers facilitate the Police Youth Live-In at Camp Joy. CPD officers work to develop leadership skills in our youth through the Dive Right youth flag football program. CPD's Youth Services Section coordinates Citi Camp, a program serving up to 100 individuals 10-12 years of age, CPD's volunteer Explorer Program, serving young adults age 14-20, and the Cadet Program, a part-time employment opportunity for those 16-19 years of age, interested in a potential future in policing.

Immigration and refugee outreach efforts are coordinated through our dedicated immigrant liaison officer. Through this work, our officers partner with many service agencies, including Santa Maria Community Services, Bloc Ministries, and many others. CPD partners with many social service providers to confront challenges associated with homelessness, including Project for Assistance in Transition for Homelessness (PATH), created by Greater Cincinnati Behavioral Health to address homeless individuals with severe mental illness.

**4) Departments should train officers on community-specific cultural literacy, the history of policing, and procedural justice.**

The Cincinnati Police Department actively trains personnel on cultural literacy, the history of policing, and procedural justice.

**Details:**

These concepts are woven into a variety of training programs delivered to all CPD officers. Training sessions recently conducted included *Empathy Through American History* and *Implicit/Explicit Bias*, taught in 2019. *Constitutional Policing and Procedural Justice* was also taught in 2019, to all sworn supervisors. *Fair and Impartial Policing* was administered to all sworn officers in early 2020, during annual Continuing Professional Training (CPT) sessions. These training programs are discussed in greater detail on page 5 of this report, in response to equality and due process recommendations.

**5) Departments should consider requiring officers and supervisors to regularly participate in community service efforts.**

CPD actively engages in community service efforts.

**Details:**

Cincinnati police officers have a tradition of serving their community both while at work and when off duty. Many of our officers choose to coach local sports teams, participate in community and faith-based organizations, teach and tutor, and provide an extraordinarily wide range of volunteer service efforts aimed at bettering our community. Policing in Cincinnati draws those who wish to serve their community, and that service often does not stop when our officers conclude their work. So many of our officers do this work because they choose to do so, regardless of any department encouragement or requirement.

The department has a history of strongly encouraging our officers to perform service beyond policing in our community. Chief Isaac has routinely committed Cincinnati Police recruits to a week of community service to the citizens of Cincinnati. Recruits have helped to feed the hungry, pick up litter, paint neighborhood murals, and much more. Other programs previously discussed, such as the NEP, Dive Right, the Police Youth Live In, Shop with a Cop, and many others reflect the high prioritization of service to the community beyond traditional policing efforts.

**ADDRESSING PROTESTS** (Conference of Mayors Report pg. 25)

**1) Departments should provide training on the First Amendment to officers and supervisors, explaining the broad parameters of protected speech and providing scenario-based training.**

The Cincinnati Police Department provides training on the First Amendment and provides scenario-based training to support the application of these principles in policing.

**Details:**

All CPD officers are regularly given training on legal aspects pertaining to law enforcement actions. While attending Police Academy training, new police officers are required to receive

training on Federal, State, and local laws pertaining to civil rights and policy and procedure. CPD follows all Ohio guidelines (OPOTA) regarding police officer yearly in-service training and legal updates, taught by licensed attorneys. Having well-educated and trained police officers translates into better community-department relationships and fewer complaints regarding officer misconduct.

CPD regularly circulates training and legal updates regarding constitutional rights to all sworn officers. Officers are regularly exposed to scenario-based training programs for a real-time understanding of constitutional rights as well as differentiating between lawful and criminal actions.

**2) Departments should, ahead of any mass gatherings, emphasize the importance of de-escalation and open communication, including developing relationships with advocacy groups and protest leaders where possible.**

CPD emphasizes de-escalation and open communication, communicating with advocacy groups and protest leaders whenever possible.

**Details:**

CPD has worked diligently with the Cincinnati Human Relations Commission to develop a close working relationship with community leaders to facilitate constitutionally protected speech, assembly, and peaceful protest, as well as to assist in defusing any potential civil unrest. As part of the department policy and procedures concerning civil unrest, CPD has worked diligently to communicate with community partners in developing an on-going dialogue towards a mutual understanding and cooperation. Before any department response to civil unrest, CPD works with various community partners and the City Manager's Office to develop a meaningful response, complete with recognizing specific community priorities or concerns, or issues that need to be addressed. Prior to any planned response to mass gatherings, Department leadership gathers officers together to discuss expected response, potential challenges, and means by which lawful conduct will be supported.

CPD Procedure 12.160 Rumors and Potential Civil Disturbances, states, in part:

- 1) Provide for the documentation, processing, and analyzing of rumors concerning racial problems, civil disturbances, other police problems or services.*
- 2) Establish policies for handling incidents arising from or indicative of a racial nature and for protecting the civil rights of all citizens.*
- 3) Establish responsibility and authority of Police Department and Cincinnati Human Relations Commission (CHRC) personnel during field situations.*

**3) Departments should have designated command staff and officers who are trained to respond to mass gatherings, including incident command training.**

CPD leadership are trained regarding response to mass gatherings.

**Details:**

All CPD Command Officers, Lieutenant and above, are trained on Incident Command and Civil Disturbance procedures. All sworn officers are also exposed to this training and have a strong understanding of department policy and procedure.

Recognizing that specialized circumstances may be best addressed by personnel who are highly trained and properly equipped, in addition to department-wide training CPD has developed specialized groups who have been extensively trained on best approaches to the management of lawful conduct and the mitigation of harm, if criminal activity and violence occurs. CPD has a Civil Disturbance Response Team (CDRT), specifically trained and equipped to address these events. CPD has also provided additional training and equipment to mountain bike officers, also tasked with facilitating and managing these events.

**4) Departments should have policies to minimize the use of provocative and unnecessarily aggressive tactics and equipment, such as riot gear and armored vehicles.**

CPD policy and practice support the minimization of provocative tactics and equipment.

**Details:**

Although CPD possesses and utilizes specialized equipment such as riot gear and armored vehicles, these options are only used when absolutely necessary to protect the public or officers. CPD utilizes a layered approach for the implementation of specific equipment; using only equipment that is needed. CPD never seeks to escalate any situation based on its actions or appearance. CPD strives to address situations with the least amount of police presence or force, preferring to actively facilitate any lawful assembly. Command officer approval is often required before use of specialized equipment or force in crowd control situations, per Departmental policy.

**5) Departments should plan for the possibility that peaceful protests may turn into unlawful assemblies, including by having crowd management plans for increasing the level of response if necessary; instructing officers to remove individuals who are committing wrongful acts, contemporaneously documenting their alleged conduct, and when possible, allowing others to continue to peacefully demonstrate; and planning for the possibility of mass arrests.**

CPD plans for a range of contingencies when facilitating peaceful, lawful assembly.

**Details:**

CPD utilizes the Incident Command Model for supervising, managing, and controlling civil disorder. As mentioned previously, CPD utilizes specialized units such as CDRT and mountain bike squads, established and extensively trained to take appropriate actions, make arrests, prevent unlawful criminal actions, and allow lawful protests or gatherings to continue. CPD works cooperatively with neighboring law enforcement agencies as needed during civil unrest. CPD continually develops new policies and procedures ensuring public safety and property is protected. Officers document the conduct of those violating the law through a variety of means, including through the use of Body Worn Cameras.

**6) A department that enters into a mutual aid agreement to manage a particularly large or complex gathering should have guidelines for those assisting and should never relinquish primary control of an incident. A department should set the policies that would be followed, including as to incident response and when force may be used.**

CPD maintains mutual aid agreements with many jurisdictions, the language of which dictates that CPD retains control of mutual aid events in the City of Cincinnati.

## **Details:**

CPD has mutual aid agreements or memorandums of understanding (MOU) with all its surrounding law enforcement agencies, including the Ohio State Highway Patrol. Specific language in every MOU includes the identification of duties and responsibility to perform accordingly.

*“Whenever employees of one cooperating Agency provide police services to another cooperating Agency, they shall be under the lawful direction and authority of the commanding law enforcement officer of the Agency to which they are rendering assistance, provided, however, that Officers shall be subject to the code of ethics, policies, and rules and regulations of their employing Agency at all times”.*

## **TRANSPARENCY AND ACCOUNTABILITY** (Conference of Mayors Report pg. 27) **Department Policies**

### **1) Departments should assign final disciplinary authority to the police chief.**

The Police Chief has final disciplinary authority, subject to appeals processes.

## **Details:**

The CPD Rules and Regulations Manual outlines the disciplinary process adhered to by all police department employees. It clearly states:

*“The matrix does not abrogate the Police Chief’s authority and discretion to impose any appropriate discipline when he believes the officer’s misconduct exhibits a lack of fitness for duty”.* The CPD Procedure Manual gives the Police Chief final authority to manage, edit or alter any and all department policies and procedures.

*“The Police Chief may cancel, revise, amend, or add to any procedure or other binding directive whenever he deems necessary”.*

CPD is bound by the collective bargaining agreement between the City of Cincinnati and the Fraternal Order of Police, which outlines processes by which officers may appeal discipline administered by the Police Chief or City Manager.

In December 2020, in an effort to increase police accountability and strengthen the Police Chief and City Manager’s ability to impose appropriate discipline with due process protections, the City Administration negotiated discipline reforms with the FOP in the collective bargaining agreement. The City Administration succeeded in removing Peer Review from the grievance process, requiring an anonymous decision rendered by a three-person panel for arbitrations to mitigate systemic incentives to favor one side over the other, and retain disciplinary actions resulting in a 56-hour suspension or more in a member’s personnel service record for an increased time of 7 years.

### **2) Departments should have public complaint processes that make filing a complaint open to all.**

CPD has an open and transparent public complaint process.



## Details:

CPD Procedure 15.100 outlines the process for encouraging and assisting citizens in filing complaints against department members. This procedure also covers the reporting of positive interactions with police officers. Every complaint is investigated by either district supervisors or CPD Internal Investigations. Citizens may also file a complaint on-line through the CPD internet web page.

Procedure 15.100 clearly states every officer will assist with the citizen complaint process. Complaints are generally investigated at the district level, referred to as the Citizen Complaint Resolution Process (CCRP). More serious offenses are handled through Internal Investigations Section.

*“If a citizen objects to an officer’s conduct, that officer will inform the citizen of their right to make a complaint. The officer will provide the citizen a Form 648CCI, Citizen Complaint Information brochure and a Form 648, Citizen Complaint. Officers will not discourage any person from making a complaint”.*

In addition to CPD’s complaint and investigative process, the City of Cincinnati also maintains a Citizen Complaint Authority (CCA) for conducting independent parallel complaint investigations.

*“The Citizen Complaint Authority’s (CCA) mission is to investigate serious interventions by police officers including, but not limited to, discharging of firearms; deaths in custody; excessive use of force; improper pointing of firearms; improper stops; improper entries, searches and seizures; and discrimination. We resolve all citizen complaints in a fair and efficient manner. CCA’s ultimate goal is to address citizens’ concerns and improve citizens’ perceptions of quality police service in the City of Cincinnati”.*

CPD also allows for citizens to report positive police-citizen interactions. CPD ensures that reports of positive officer-citizen interactions are shared, via Department Staff Notes, and that they are documented in officers’ performance records. This reflects the Department’s interest in recognizing and commending positive interactions, rather than relying solely on the identification of misconduct to guide officers’ actions.

### **3) Departments should have policies on officer investigations that clearly define the procedures for carrying out the investigations and seeing them through to completion, even if an officer separates from the department.**

CPD has policies on officer investigations, seeing them through to completion.

## Details:

CPD Internal Investigations Section (IIS) is responsible for conducting all officer misconduct investigations. As a matter of IIS standard operating procedure, all complaints are fully investigated, regardless of officer employment status. All cases must be investigated to completion and be given approval by the Chief of Police (or in limited circumstances, the Executive Assistant Police Chief). Regardless of recommendations for disciplinary action, the results are the same as if the employee is still employed. Case Closures clarify final action.

**4) Departments should regularly release to the public, in accordance with relevant state laws, data on disciplinary actions and decisions, including those made by arbitrators.**

CPD and the City of Cincinnati regularly release data on disciplinary actions and decisions.

**Details:**

Since the inception of the Cincinnati Collaborative Agreement, both Citizens Complaint Authority (CCA) and CPD Internal Investigations Section (IIS) data and investigative outcomes are provided to the public, through the City of Cincinnati open data portal, and through other avenues of public access.

**5) Departments should have policies that require supervisors to conduct ongoing reviews of stops, searches, arrests, and uses of force.**

CPD has policies that require supervisors to conduct reviews of stops, searches, arrests, and uses of force.

**Details:**

As part of the Employee Tracking System (ETS)/Axon Standards, supervisors are required to regularly review police officer performance including stops, searches, arrests and uses of force. Procedure 16.111 outlines supervisor responsibilities ensuring officer performance is regularly reviewed. In part it states, *“Ensure each officer is reviewed through ETS at the conclusion of each 28 day work period, or monthly, based on the work schedule of the organizational group and documented in the employee’s Evaluation Supplement Log (ESL)”*. Reviews are also conducted whenever an employee is transferred to a new assignment. Uses of force are administratively investigated with special attention to evaluations of the propriety of a stop, arrest, and use of force. CPD leadership oversees a quarterly ETS review which identifies officers with above average activity in administrative categories, for the purpose of ensuring patterns of activity are identified and appropriately addressed.

**6) Departments should require body-worn cameras and develop policies for the review, release, and preservation of footage.**

CPD requires body-worn camera use, and maintains policies that govern review, release, and preservation of footage.

**Details:**

CPD implemented Body Worn Cameras (BWC) in 2017. The cameras were replaced with newer models in 2020. CPD Procedure (12.540) outlines the policy and procedure covering the purpose and use of the police department BWCs. In part it states:

*“BWC systems promote accountability and transparency for law enforcement by providing a video record of police activity. Police operations become more transparent to the public and help resolve questions following encounters between officers and citizens.”*

BWC video recordings, unless “flagged” for investigations or other administrative purposes, are kept for a period of 90 days before being purged. Events associated with criminal activity or with

administrative reports, such as uses of force, may be kept much longer. Anyone may file a request with the CPD Records Section for a copy of a BWC video recording.

CPD's BWC policy was independently reviewed by Upturn in 2017, after they were first implemented. Upturn found that CPD's BWC completely or partially satisfied seven of eight criteria that were evaluated. ([www.bwcorecard.org](http://www.bwcorecard.org)). While Upturn identified CPD as non-compliant in a single category, officer review, CPD policy does address officer review in police intervention shootings.

*"Review of the BWC footage at Criminal Investigations Section (CIS) will be made according to the investigative process and at the discretion of the Investigations Bureau commander or their designee" (12.540).*

Also in 2020, CPD expanded its BWC program with the addition of technology that automatically activates the BWC when an officer draws their firearm or powers on their TASER. These actions will also activate the compatible patrol car cameras in the vicinity. By deploying this particular technology, CPD provides a fail-safe for BWC activation in sudden, unforeseen and potentially critical incidents when an officer experiences surprise, thereby ensuring the event footage is captured.

## **7) Departments should implement an early-intervention system to identify at-risk officers to help support their wellbeing.**

CPD has processes to identify at-risk officers and to support their wellbeing.

### **Details:**

CPD utilizes an Employee Tracking Solution (ETS)/Axon Standards allowing supervision to track and review employee uses of force, disciplinary history, and other employment records. *"The Employee Tracking Solution (ETS) is a tool to assist supervisors and managers in the assessment of overall employee performance and to serve as an early warning system for employees engaged in risk activities".* Furthermore, CPD Procedure (16.111), outlines four levels of progressive evaluation giving supervision the ability to investigate, assess, discipline, or employ psychological evaluation and treatment. These levels are: *Supervisory Observation, Supervisory Monitoring, Supervisory Review and Supervisory Intervention.*

*"Reviewing risk activities and patterns of risky behavior, as well as recognizing proper and ethical conduct is the responsibility of those supervisors and managers. ETS has been developed to assist supervisors and managers in identifying both high achieving employees and those employees in need of intervention".*

CPD also employs a Peer Support Program for officer wellbeing. Procedure (19.110) outlines the program. *"[To] Ensure a department employee's mental and emotional wellbeing after experiencing a traumatic event. The employee may receive assistance from the peer support program, assessment, and counseling by the Police Psychologist, and/or administrative leave".*

The program identifies and treats:

1. *Obvious physical signs of emotional trauma (e.g., crying, shaking, shock)*
2. *Heightened sense of danger*
3. *Sleep difficulties/nightmares*
4. *Flashbacks/intruding thoughts*
5. *Emotional numbing*

6. *New depression*
7. *Guilt/sorrow/remorse*
8. *Suicidal thoughts*
9. *Feeling loss of control - panic/anxiety attacks*
10. *Other behaviors not characteristic of the person, based upon past knowledge*

Additionally, CPD is currently working with its contracted medical staff partners in developing new self-assessment tools for the treatment of stress related psychological issues. Employees are encouraged to participate, giving them private treatment and assistance without the fear of department interference or consequences.

cc: Colonel Eliot K. Isaac, Police Chief

**Date:** February 3, 2021

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

202100269

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

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

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***FINAL RECOMMENDATION REPORT***

**OBJECTIONS:** None

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

**APPLICATION:** 25948450005  
**PERMIT TYPE:** TRFO  
**CLASS:** D5 D6  
**NAME:** EVT MANAGEMENT SERVICES LLC  
**DBA:** NONE LISTED  
BLDG A  
317 E FIFTH ST  
CINCINNATI, OH 45202

On December 24, 2020 Downtown Residents Council was notified of this application and do not object.

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Police Department Approval

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: February 17, 2021

February 3, 2021

TO: Mayor and Members of City Council

FROM: Paula Boggs Muething, City Manager

SUBJECT: Transit Corridor Zoning Study Plan

202100463

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REFERENCE DOCUMENT # 202002127

**Background**

On November 12, 2020, City Council adopted Motion 20200217. City Council moved that the Administration conduct a zoning study on the high-frequency and 24-hour transit corridors proposed by Reinvesting Metro specifically focused on updating zoning regulations to provide flexibility on density and parking requirements in order to increase neighborhood investment. The motion requested that the Administration provide a report to Council within 60 days. Given the scope of the request, the zoning study requires a process that extends beyond the 60-day timeframe. This report aims to outline the process that the Administration will undertake in the coming months to conduct the zoning study.

**Process**

- Evaluate existing zoning districts, land uses, and regulations around transit corridor study areas
- Conduct case study research on peer cities' approaches to transit-oriented development and zoning policies with support from the Bloomberg Philanthropies' American Cities Climate Challenge including national partners Urban Land Institute (ULI), and North American City Transit Officials (NACTO)
- Hold targeted engagement sessions with stakeholders including, but not limited to, Metro/SORTA, Cincinnati Chamber USA, community councils, developers, City departments, and other partners as outlined in the Motion's attachment
- Host public engagement sessions open to all community members and stakeholders
- Develop recommendations

**Deliverables**

- A study of existing zoning and land uses surrounding the identified transit corridor areas
- Case studies of peer cities' transit-oriented development policies
- Report of community and stakeholder feedback
- A recommendation on or proposal for text amendments to the Zoning Code or application of existing overlay districts to targeted areas.

**Next Steps**

The Department of City Planning will lead the process as outlined with the assistance of the Department of Community and Economic Development, Department of Transportation and Engineering, and Office of Environment and Sustainability. The Administration will provide Council with the referenced deliverables.

CC: Katherine Keough-Jurs, AICP, Director, Department of City Planning  
Markiea Carter, Director, Department of Community and Economic Development  
John Brazina, Director, Department of Transportation and Engineering  
Michael Forrester, Director, Office of Environment and Sustainability

February 3, 2021

**To:** Mayor and Members of City Council 202100466

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

**Subject:** Ordinance – Reconstruction of the Reeves Driving Range

Attached is an Ordinance captioned:

**ESTABLISHING** new capital improvement program project account no. 980x195x211920, “Reeves Driving Range Reconstruction”; and **AUTHORIZING** the transfer and appropriation of \$775,000 from the unappropriated surplus of Municipal Golf Activities Fund 105 to newly established capital improvement program project account no. 980x195x211920, “Reeves Driving Range Reconstruction,” for the purpose of reconstructing the Reeves Driving Range.

This Ordinance establishes new capital improvement program project account no. 980x195x211920 “Reeves Driving Range Reconstruction”. The Ordinance also authorizes the City Manager to transfer and appropriate the sum of \$775,000 from the unappropriated surplus of Municipal Golf Fund 105 to the newly established capital improvement program project account No. 980x195x211920 “Reeves Driving Range Reconstruction” for the Cincinnati Recreation Commission (CRC) for the purpose of the reconstruction of the Reeves Driving Range.

The CRC recently received an insurance settlement in the amount of \$511,384 (amount is less the deductible and non-golf related expenses) from a claim submitted in March 2019 after the driving range was damaged by a storm. These insurance funds, along with funds from the unappropriated surplus of Fund 105, will be used for the completion of the project.

This Ordinance is in accordance with the “Live” goal to “Build a robust public life,” as described on page 149 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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

Attachment



**ESTABLISHING** new capital improvement program project account no. 980x195x211920, “Reeves Driving Range Reconstruction”; and **AUTHORIZING** the transfer and appropriation of \$775,000 from the unappropriated surplus of Municipal Golf Activities Fund 105 to newly established capital improvement program project account no. 980x195x211920, “Reeves Driving Range Reconstruction,” for the purpose of reconstructing the Reeves Driving Range.

WHEREAS, the City-owned and -operated Reeves Driving Range golf facility was damaged in a storm; and

WHEREAS, the Cincinnati Recreation Commission (“CRC”) recently received a net insurance settlement (less the deductible and non-golf related expenses) in the amount of \$511,384 from a claim submitted in March 2019 which will be used to fund part of the cost to reconstruct the Reeves Driving Range; and

WHEREAS, the transfer and appropriation of the sum of \$775,000 from the unappropriated surplus of Municipal Golf Fund 105 to newly established capital improvement program project account no. 980x195x211920, “Reeves Driving Range Reconstruction,” will provide funding to the Cincinnati Recreation Commission for the purpose of reconstructing the Reeves Driving Range; and

WHEREAS, Municipal Golf Activities Fund 105 receives no tax dollars and is 100% self-sufficient; and

WHEREAS, this ordinance is in accordance with the “Live” goal to “Build a robust public life,” as described on page 149 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the Director of Finance is authorized to establish new capital improvement program project account no. 980x195x211920, “Reeves Driving Range Reconstruction,” for the purpose of providing funding to the Cincinnati Recreation Commission (“CRC”) to reconstruct the Reeves Driving Range.

Section 2. That the transfer and appropriation of the sum of \$775,000 from the unappropriated surplus of Municipal Golf Activities Fund 105 to the newly established capital improvement program project account no. 980x195x211920, “Reeves Driving Range



Reconstruction,” is hereby authorized for the purpose of providing resources to CRC to reconstruct the Reeves Driving Range.

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

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

Passed: \_\_\_\_\_, 2021

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

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

February 3, 2021

**To:** Mayor and Members of City Council 202100467

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

**Subject:** **Emergency Ordinance – Nuveen Asset Management, LLC Moral Obligation**

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Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the payment of \$90,398.36 from the Finance Department's non-personnel operating budget account no. 151x134x0000x7289 as a moral obligation to Nuveen Asset Management, LLC for investment management and investment advisory services provided to the City of Cincinnati.

Approval of this Emergency Ordinance authorizes the payment of \$90,398.36 as a moral obligation to Nuveen Asset Management, LLC for investment management and investment advisory services provided to the City of Cincinnati. Due to COVID-19 and working remotely, the contract expiration date was overlooked thus the contract was not renewed, but Nuveen continued to provide necessary services to the City, which necessitates a moral obligation payment.

This Emergency Ordinance also authorizes the Finance Director to make a payment of \$90,398.36 from the Finance Department's non-personnel operating budget account no. 151x134x0000x7289, to Nuveen Asset Management, LLC as a moral obligation of the City of Cincinnati, for investment management and investment advisory services. Sufficient funds are available for this expense.

The reason for the emergency is the immediate need for the Finance Department to certify the required funds to pay Nuveen Asset Management, LLC for the past three quarters of investment management services.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

## **EMERGENCY**

**LES**

**- 2021**

**AUTHORIZING** the payment of \$90,398.36 from the Finance Department's non-personnel operating budget account no. 151x134x0000x7289 as a moral obligation to Nuveen Asset Management, LLC for investment management and investment advisory services provided to the City of Cincinnati.

WHEREAS, in May 2014, the City of Cincinnati Finance Department engaged Nuveen Asset Management, LLC ("Nuveen") to supervise and direct the investment and reinvestment of the assets of the City; and

WHEREAS, the contract with Nuveen expired on April 30, 2020; and

WHEREAS, due to COVID-19 and working remotely, the contract expiration date was overlooked and the contract was not renewed, but Nuveen continued to provide necessary services to the City; and

WHEREAS, the City Manager has approved continuing to have a contract with Nuveen for investment services, and a new contract with Nuveen is anticipated to be executed shortly; and

WHEREAS, sufficient funds are available from the Finance Department's non-personnel operating budget account no. 151x134x0000x7289 to pay for the services provided by Nuveen; and

WHEREAS, City Council desires to provide payment for such services in the amount of \$90,398.36; now, therefore,

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

Section 1. That the Finance Director is authorized to make a payment of \$90,398.36 from the Finance Department's non-personnel operating budget account no. 151x134x0000x7289 to Nuveen Asset Management, LLC as a moral obligation of the City of Cincinnati, for payment of charges owed for investment management and investment advisory services provided to the City of Cincinnati.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need for the Finance Department to certify the required funds to pay Nuveen Asset Management LLC for the past three quarters of investment management services.

Passed: \_\_\_\_\_, 2021

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

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

- 2021

**AUTHORIZING** the City Manager to execute a *Grant of Easement* in favor of Duke Energy Ohio, Inc., granting a pipeline easement over a portion of City-owned property generally located at 2026 Seymour Avenue in the Roselawn neighborhood of Cincinnati.

WHEREAS, the City of Cincinnati owns certain real property commonly known as the Roselawn Playground and generally located at 2026 Seymour Avenue in the Roselawn neighborhood (the “Property”), which Property is under the management of the Cincinnati Recreation Commission (“CRC”); and

WHEREAS, Duke Energy Ohio, Inc. (“Grantee”) has requested easements over the Property to construct, reconstruct, operate, use, patrol, maintain, repair, replace, relocate, add to, modify, and remove an underground pipeline or lines for the underground transportation of gas, which easements are more particularly depicted in the *Grant of Easement* attached to this ordinance as Attachment A and incorporated herein by reference; and

WHEREAS, the City Manager, in consultation with CRC, has determined that the grant of the easements to Grantee is not adverse to the City’s retained interest in the Property; and

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

WHEREAS, the fair market value of the easements, as determined by appraisal by the City’s Real Estate Services Division, is \$109,901, which Grantee has agreed to pay; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved granting the easements at its meeting on January 15, 2021; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a *Grant of Easement* in favor of Duke Energy Ohio, Inc. (“Grantee”), pursuant to which the City will grant to Grantee easements over a portion of City-owned property located at 2026 Seymour Avenue in Cincinnati (the “Property”), in substantially the form attached hereto as Attachment A and incorporated

herein by reference, to construct, reconstruct, operate, use, patrol, maintain, repair, replace, relocate, add to, modify, and remove an underground pipeline or lines for the underground transportation of gas.

Section 2. That the grant of the easements to Grantee is not adverse to the City's retained interests in the Property.

Section 3. That it is in the best interest of the City to grant the easements without competitive bidding because, as a practical matter, no one other than Grantee would have any use for the easements.

Section 4. That the fair market value of the easements, as determined by appraisal by the City's Real Estate Services Division, is \$109,901, which Grantee has agreed to pay.

Section 5. That the proceeds from the grant of the easements shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City's Real Estate Services Division in connection with the *Grant of Easement*, and that the City's Finance Director is hereby authorized to deposit amounts in excess thereof, if any, into Recreation Permanent Improvement Fund 751.

Section 6. That the proper City officials are hereby authorized to take all necessary and proper actions to carry out the terms of this ordinance, including execution of all necessary real estate documents.

Section 7. 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

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[ SPACE ABOVE FOR RECORDER'S OFFICE ]

Property: 1955 Losantiville Ave & 2026 Seymour Ave,  
Auditor's Parcel Nos.: 117-0012-0026-90,  
117-0012-0027-90 (27-33-152 Cons.),  
117-0013-0003-90 (3-4-5-6-8-9 Cons.)

### **GRANT OF EASEMENT**

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the **CITY OF CINCINNATI**, an Ohio municipal corporation, with an address of 801 Plum Street, Cincinnati, OH 45202 ("**Grantor**"), hereby grants and conveys to **DUKE ENERGY OHIO, INC.**, an Ohio corporation, with a mailing address of 139 East Fourth Street, Cincinnati, OH 45202, its successors and assigns ("**Grantee**"), a perpetual, non-exclusive easement to construct, reconstruct, operate, use, patrol, maintain, repair, replace, relocate, add to, modify, and remove an underground pipe line or lines for the underground transportation of gas (the "**Easement**"), including but not limited to, all equipment such as underground ducts, conduits, wires, cables, manholes, pipes, grounding systems, above-ground pipeline markers, and all other appurtenances, fixtures, and equipment necessary or appropriate for the underground transportation of gas (collectively, the "**Facilities**") across a portion of the following described real estate (the "**Property**"):

#### **Tract I**

Situate in Section 36, Township 4, Range 2, City of Cincinnati, Hamilton County, State of Ohio; being an approximately 5 acre tract as recorded in **Deed Book 3518, Page 644** in the Office of the Recorder of Hamilton County, Ohio.

#### **Tract II**

Situate in Section 36, Township 4, Range 2, City of Cincinnati, Hamilton County, State of Ohio; being part of an approximately 10.351 acre tract as recorded in **Deed Book 2394, Page 100** in the Office of the Recorder of Hamilton County, Ohio.

#### **Tract III**

Situate in Section 36, Township 4, Range 2, City of Cincinnati, Hamilton County, State of Ohio; being a 32.903 acre tract as recorded in **Registered Land Certificate No. 16823** and also in **Registered Land Certificate No. 68217** in the Office of the Recorder of Hamilton County, Ohio.



The portion of the Property encumbered by the Easement is more particularly described and depicted on Exhibit A (*Survey Plat*) attached hereto and incorporated herein by reference (the “**Easement Area**”). The Easement Area is identified and labeled on Exhibit A as the “Permanent Easement”.

Grantor hereby grants and conveys to Grantee, its successors and assigns, a temporary construction easement on, over, under, and across those portions of the Property more particularly described and depicted on Exhibit A, including the right to access and re-access the temporary construction easement for uses associated with the initial establishment, construction, and installation of the Facilities (the “**Temporary Construction Easement**” or “**Temporary Construction Easement Area**”, as applicable, and together with the Easement Area, the “**Easement Areas**”). The Temporary Construction Easement Area is identified and labeled on Exhibit A as the “Temporary Workspace Easement”. The Temporary Construction Easement shall terminate automatically at such time that Grantee completes construction and installation of the Facilities and has completed any necessary work to restore or repair any and all physical damage to the surface or subsurface areas of the Temporary Construction Easement Area caused by Grantee, its employees, agents, contractors, or subcontractors in connection with the establishment, construction, and installation of the Facilities.

Cincinnati City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the easements at its meeting on January 15, 2021. Cincinnati City Council authorized this *Grant of Easement* by Ordinance No. \_\_\_\_-2021, passed on \_\_\_\_, 2021.

The respective rights and duties of Grantor and Grantee under this Grant of Easement are as follows:

1. Access. Grantee shall have the right of ingress and egress over the Easement Areas and the Property using existing lanes, driveways and adjoining public roads where practical as determined by Grantee.
2. Clearing of Vegetation. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches and other vegetation (collectively, “**Vegetation**”) within the Easement Areas. Grantee shall also have the right to cut down, clear, trim, remove and otherwise control any Vegetation that is adjacent to the Easement Area but only to the extent such Vegetation may endanger the safe or reliable operation of the Facilities as reasonably determined by Grantee. Following Grantee’s removal of Vegetation, Grantee shall restore the surface of the Easement Areas and Property, as the case may be, to a safe and slightly condition. By way of example and not limitation, if Grantee cuts down trees, Grantee shall either completely remove the tree stumps or cut them off level to the ground, and if Grantee damages grassy areas, Grantee shall either re-sod or re-seed the damaged area.
3. Environmental Condition. To the best of Grantor’s actual knowledge without having performed any independent inquiry, investigation or environmental assessment, the Easement Area does not contain any hazardous or toxic materials or other environmental contamination.
4. No Obstructions or Excavation. Grantor shall not, without Grantee’s prior written consent, (a) place, or permit the placement of, any structures or other permanent obstructions within or adjacent to the Easement Area that may interfere with Grantee’s exercise of its rights hereunder; (b) excavate or place, or permit the excavation or placement of, any dirt or other similar material within the Easement Area; or (c) install, or permit the installation of, a pond, lake or similar containment vehicle within or adjacent to the Easement Area that would result in the retention of water within the Easement Area. Grantee shall have the right to remove any and all such unauthorized obstructions and, notwithstanding the

provisions of paragraph 6 (Repair of Damage) below, Grantee shall not be required to repair any damage to the surface of the Easement Area or Property resulting therefrom.

5. Storing of Dirt. Grantee shall have the right to temporarily pile dirt and other material and to operate equipment upon the surface of the Easement Area, and also on the land immediately adjacent to the Easement Area not to exceed fifteen (15) feet in width on either side of the Easement Area, but only during those times when Grantee is constructing, reconstructing, maintaining, repairing, replacing, adding to, modifying, or removing the Facilities.
6. Repair of Damage. Grantee, at its expense, shall promptly repair any and all physical damage to the surface area of the Easement Area and any and all damage to the Property resulting from Grantee's exercise of its rights hereunder, including without limitation damage caused by Grantee's employees, agents, contractors and subcontractors. In making such repairs, Grantee shall restore the affected area to a safe and sightly condition and otherwise to a condition that is reasonably close to the condition that the affected area was in immediately prior to the damage. If Grantee does not, in the opinion of Grantor, satisfactorily repair any such damage, Grantor may, within ninety (90) days of discovering such damage, file a claim for such damage with Grantee (a) at 139 East Fourth Street, Cincinnati, OH 45202, Attn: Land Services, or (b) by contacting an authorized Right of Way Services representative of Grantee. Grantee shall not be expected to respond to claims filed thereafter.
7. Grantor's Reserved Rights. Grantor shall have the right to use the Easement Area in any manner that is not inconsistent with the rights granted herein to Grantee. Grantor's and Grantee's use of the Easement Area shall comply with all applicable laws and codes.
8. Authority to Grant Easement. Grantor represents that it has the necessary authority and title to the Property to grant this easement to Grantee.
9. Easement to Run with the Land. The provisions hereof shall be deemed to "run with the land" and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Upon any transfer of the fee simple interest in the Property, the transferor of such interest shall be relieved of all liability and obligations hereunder thereafter accruing, and the transferee shall be deemed to have assumed all such liability and obligations.

The rights herein granted to Grantee are subject to any and all existing easements, restrictions and other matters of record affecting the Property.

[ *Grantor's Signature page follows* ]

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Easement to be signed by its duly authorized representative(s), effective the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF CINCINNATI,**  
an Ohio municipal corporation

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. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

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

Approved By:

\_\_\_\_\_  
Daniel E. Betts, Director  
Cincinnati Recreation Commission

Approved as to Form:

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

[ *Grantee Signature Page Follows* ]

ACKNOWLEDGED AND ACCEPTED BY:  
**DUKE ENERGY OHIO, INC.,**  
an Ohio corporation

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

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

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

Date: \_\_\_\_\_, 2021

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_, the \_\_\_\_\_ of Duke Energy Ohio, Inc., an Ohio corporation, on behalf of the corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

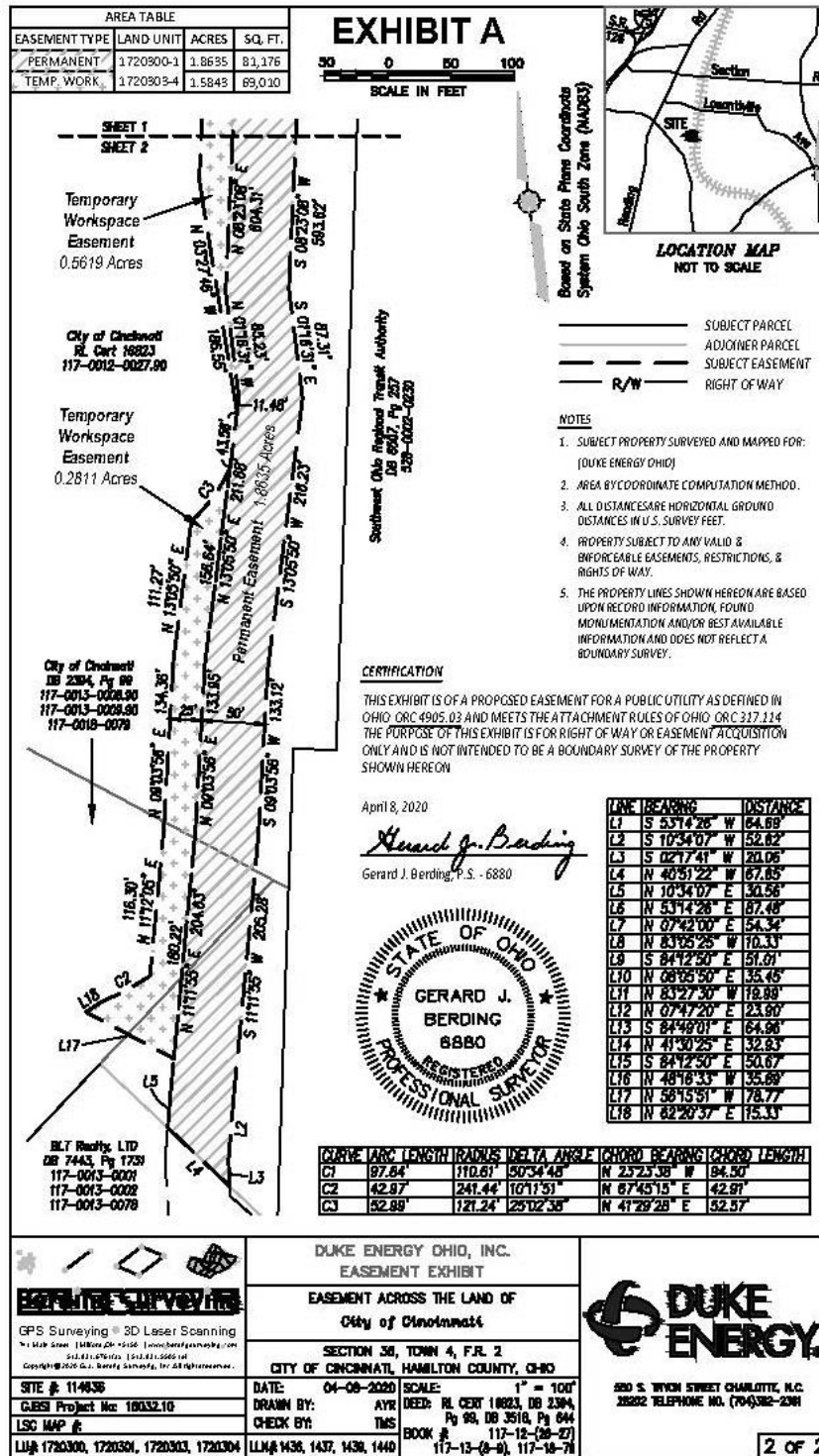
\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

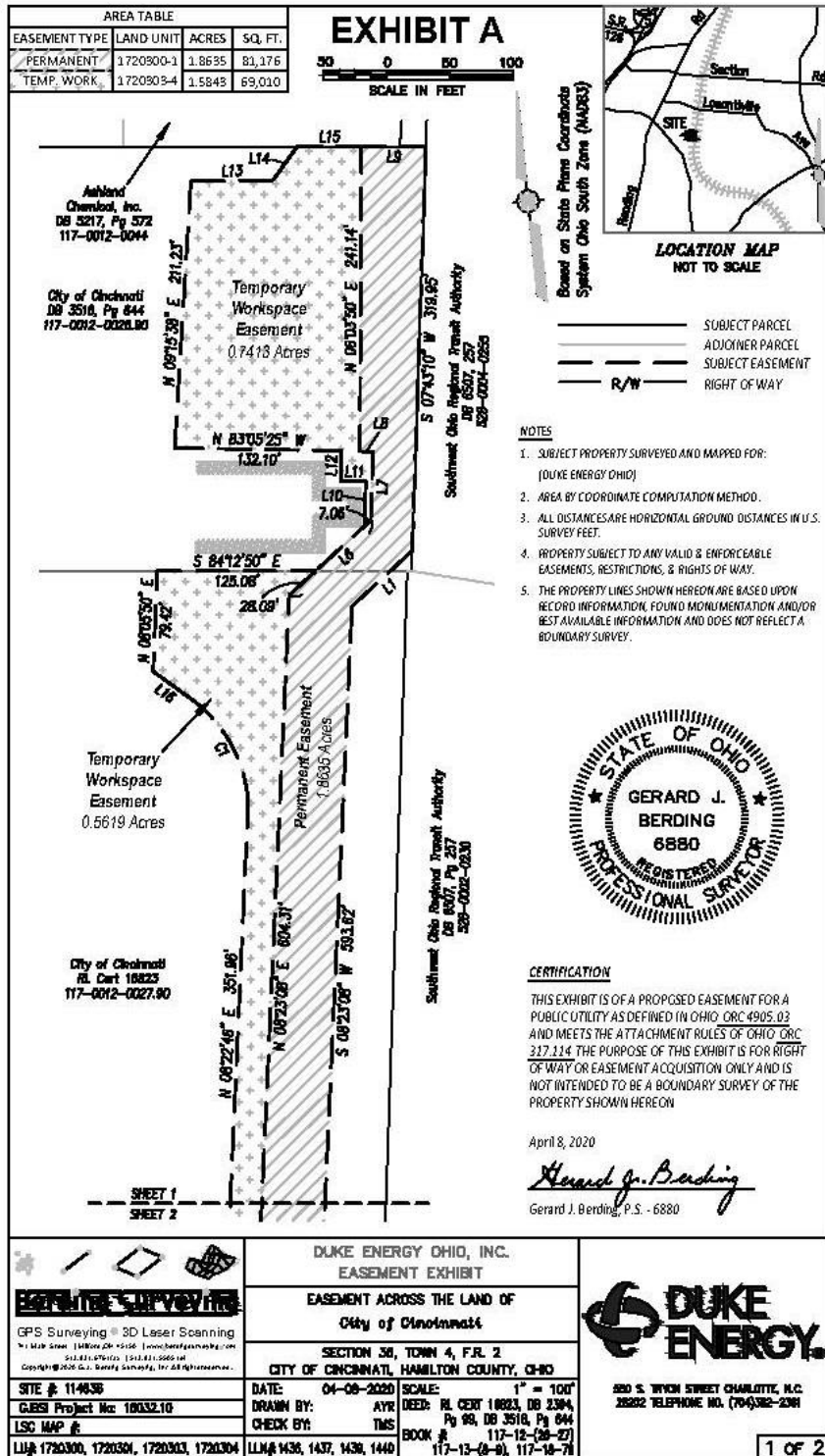
This instrument prepared by:

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

*For Grantee's Internal Use:*  
*Line Name/No: C350*  
*R/W Tract No: 1436.00*  
*Job Control# \_\_\_\_\_*  
*LU# 1720300*  
*Prep/Chk: RB/      Exec/Rec: \_\_\_\_\_*  
*Dwg/Fac Ref.: \_\_\_\_\_*  
*Prepared Date: 4/13/2020*

**EXHIBIT A**  
to Grant of Easement  
*Survey Plat*





Date: February 3, 2021

**202100469**

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

Subject: EMERGENCY ORDINANCE – CONSENT LEGISLATION FOR SIDEWALK  
CONSTRUCTION ON READING ROAD

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Attached is an emergency ordinance captioned as follows:

AUTHORIZING the City Manager to take all necessary and proper actions to cooperate with the Director of the Ohio Department of Transportation in order to facilitate the installation of sidewalks and access ramps, which will be in compliance with the Americans with Disabilities Act, on the western side of Reading Road (U.S. Route 42), in the Roselawn neighborhood, between Sunnybrook Drive and the corporation line with Sycamore Township, including any installations necessary to connect the sidewalk to the eastern side of Reading Road (U.S. Route 42) in the City of Reading.

The City is the owner of certain public right-of-way on the western side of Reading Road (U.S. Route 42), in Roselawn, between Sunnybrook Drive and the corporation line with Sycamore Township, at which the Ohio Department of Transportation (“ODOT”) intends to install new sidewalk and access ramps that will comply with the Americans with Disabilities Act (PID No. 111482) (the “Project”).

No City right-of-way is required for the Project other than temporary access to City parcels and there is no change in use to City streets arising from the Project.

The State of Ohio will provide 100% of the eligible cost of the work.

The State of Ohio has requested that all necessary right-of-way in the Project area be made available for the Project in accordance with current state and federal regulations.

The City’s Department of Transportation & Engineering has reviewed and approved the proposed project.

Any changes to the street layout or right-of-way are subject to review and approval by the City Planning Commission, but no such changes have been identified at this stage of the Project.

The City will continue its existing maintenance responsibilities of the right-of-way upon completion of the Project.



The reason for the emergency is the immediate need to expedite the highway project and promote safety along Reading Road (U.S. Route 42) within the City of Cincinnati at the earliest possible date.

The Administration recommends passage of the attached emergency ordinance.

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

EMERGENCY

City of Cincinnati

JRS

BWL

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

- 2021

**AUTHORIZING** the City Manager to take all necessary and proper actions to cooperate with the Director of the Ohio Department of Transportation in order to facilitate the installation of sidewalks and access ramps, which will be in compliance with the Americans with Disabilities Act, on the western side of Reading Road (U.S. Route 42), in the Roselawn neighborhood, between Sunnybrook Drive and the corporation line with Sycamore Township, including any installations necessary to connect the sidewalk to the eastern side of Reading Road (U.S. Route 42) in the City of Reading.

WHEREAS, the City is the owner of the western side of Reading Road (U.S. Route 42), in the Roselawn neighborhood, between Sunnybrook Drive and the corporation line with Sycamore Township in the City of Cincinnati at which the Ohio Department of Transportation ("ODOT") intends to install sidewalks and access ramps that will comply with the Americans with Disabilities Act (PID No. 109354) (the "Project"); and

WHEREAS, except as needed for temporary access, no transfer of City right-of-way is required for the Project, and no change in the use of City streets is expected to arise from the Project; and

WHEREAS, the State of Ohio shall provide 100% of the eligible cost of the Project; and

WHEREAS, ODOT has requested that all necessary rights of way in the Project area be made available for the Project in accordance with current state and federal regulations; and

WHEREAS, the City's Department of Transportation & Engineering has reviewed and approved the proposed Project; and

WHEREAS, the extent of City streets and changes in their use are subject to review and approval by the City Planning Commission, but no changes requiring the commission's review have been identified at this stage of the Project; and

WHEREAS, upon completion of the Project, ODOT and the City desire for the City to continue its existing maintenance responsibilities for the rights of way in the Project area, as applicable, and other duties required by applicable state and federal law; now, therefore,

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

Section 1. That the City of Cincinnati consents to and shall cooperate with the Director of the Ohio Department of Transportation ("ODOT"), on behalf of the State of Ohio, to facilitate the installation of sidewalks and access ramps, which will be in compliance with the Americans with

Disabilities Act, in the City of Cincinnati, located on the western side of Reading Road (U.S. Route 42), in the Roselawn neighborhood, between Sunnybrook Drive and the corporation line with Sycamore Township including any installations necessary to connect the sidewalk to the eastern side of Reading Road (U.S. Route 42) in the City of Reading (PID No. 109354) (the "Project").

Section 2. That the State of Ohio will assume and bear 100% of the cost of the improvements proposed as part of the Project.

Section 3. That the City shall bear 100% of the cost of those features, if any, requested by the City that ODOT and the Federal Highway Administration determine to be unnecessary for the Project; as of the date of this ordinance, no such features have been identified.

Section 4. That the City agrees to make available to ODOT all City-owned rights-of-way required for the Project, including utility relocation, in accordance with current state and federal regulations and subject to any additional City approvals required for the encumbrance or acquisition of City property or change in use of City streets. The City acknowledges that all utility accommodation, relocation, and reimbursement in connection with the Project will comply with the current provisions of 23 C.F.R. 645 and the ODOT Utilities Manual.

Section 5. That, from time to time, change orders and extra-work contracts may be required to fulfill the Project and ODOT shall provide written notice to the City, which shall process such as needed and contribute the City's share of the costs of those items; as of the date of this ordinance, no such costs have been identified.

Section 6. That, to the extent applicable and unless otherwise agreed, the City upon completion of the Project shall: (1) provide adequate maintenance for the Project in accordance with all applicable state and federal law, including, but not limited to, 23 U.S.C. Section 116; (2) provide ample financial provisions, as necessary, for any City maintenance responsibilities in connection with the Project; (3) to the extent required by state and federal law, maintain the right

of way and keep it free of obstructions; and (4) hold said right of way inviolate for public highway purposes.

Section 7. That the City Manager is hereby authorized to enter into any agreements and process any change orders or extra-work orders connected thereto with the Director of ODOT, or ODOT-prequalified consultants, as necessary to complete the Project in accordance with the terms of this ordinance.

Section 8. That the City Manager is further authorized to execute any documents, upon the request of ODOT, necessary to allow ODOT to recover damages or exercise its rights and remedies under any contracts arising from any errors or omissions of any contractors or consultants.

Section 9. That the City Manager and the appropriate City officials are hereby authorized to take all necessary and proper actions to cooperate with the Director of ODOT to facilitate the Project.

Section 10. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to expedite the highway project and promote highway safety along Reading Road (U.S. Route 42) within the City of Cincinnati at the earliest possible date.

Passed: \_\_\_\_\_, 2021

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

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

Date: February 3, 2021

To: Mayor and Members of City Council 202100471

From: Paula Boggs Muething, City Manager

Subject: EMERGENCY ORDINANCE – APPROPRIATION OF PARCELS FOR AUBURN AVENUE IMPROVEMENTS, PID 105162

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Attached is an emergency ordinance captioned as follows:

DECLARING the intent to appropriate to public use property required for the Auburn Avenue Improvement Project.

The Auburn Avenue Improvement Project, located in the community of Mt. Auburn, will improve safety along the traffic corridor by adding one-lane of roadway from Gilman Avenue to Dorchester Avenue and by reconstructing the existing five-points intersection (Auburn Avenue, Dorchester Avenue, and Sycamore Street). The City has been awarded grant resources of up to \$3,900,800, see Ordinance 184-2020, for purposes of constructing the improvements.

In order to construct the proposed improvements, it is necessary to acquire the properties listed in the attached ordinance's Attachment A and it is necessary to secure the temporary construction easements listed in Attachment B.

Pending final negotiations with the property owners it may be necessary to appropriate the properties listed in the attached ordinance. Resolution No. 51 – 2020 was passed on September 16, 2020 declaring intent to appropriate the properties.

The reason for the emergency is the immediate need to file complaints for appropriation in order that the City may commence the Auburn Avenue Improvement Project, in accordance with the schedules set forth in the contracts being entered into for this project.

The Administration recommends passage of the attached emergency ordinance.

Attachment I – Attachment A – Legal Descriptions – Fee Simple Interests  
Attachment II – Attachment B – Legal Descriptions – Temporary Easements

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



EMERGENCY

City of Cincinnati

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

CHM

- 2021

*BWB*

**TO APPROPRIATE** to public use property required for the Auburn Avenue Improvement Project.

WHEREAS, on September 16, 2020, Council for the City of Cincinnati passed Resolution No. 51-2020 captioned as follows:

**DECLARING** the intent to appropriate to public use property required for the Auburn Avenue Improvement Project.

WHEREAS, notice of the passage of the Resolution has been served according to law; now, therefore,

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

Section 1. That it is hereby deemed necessary and hereby declared to be the intent of this Council to appropriate to public use for the purpose of the Auburn Avenue Improvement Project, which project includes the relocation, construction, reconstruction, widening, maintenance, resurfacing, repair, and improvement of a road open to the public without charge, fee simple interests in the real property described on Attachment A attached to this ordinance and incorporated herein by reference, and temporary construction easements in the real property described on Attachment B attached to this ordinance and incorporated herein by reference (collectively, the "Property"), with the owners of record of the Property being as follows:

<b><u>Project Parcel</u></b>	<b><u>Owner</u></b>	<b><u>Hamilton Co. Auditor Parcel No.</u></b>
1-T-1	The Christ Hospital f/k/a The Elizabeth Gamble Deaconess Home Association	<b>088-0008-0128-00</b> (088-0008-0128-00 through -135; -185; -186 cons.), <b>088-0008-0136-00, 088-0008-0137-00</b> (088-0008-0137-00 through -140; -143 through -146; -155 through -183; -187 through -190; -192 through -200; -208; -217; -221; -226; -227 cons.; -217; -221; -226; -227 cons.), & <b>088-0008-0141-00</b> (088-0008-141; -142 cons.)
1-WD-1	The Christ Hospital f/k/a The Elizabeth Gamble Deaconess Home Association	<b>088-0008-0128-00</b> (088-0008-0128-00 through -135; -185; -186 cons.), <b>088-0008-0136-00, 088-0008-0137-00</b> (088-0008-0137-00 through -140; -143 through -146; -155 through -183; -187 through -190; -192 through -200; -208; -217; -221; -226; -227 cons.; -217; -221; -226; -227 cons.), & <b>088-0008-0141-00</b> (088-0008-141; -142 cons.)
1-WD-2	The Christ Hospital f/k/a The Elizabeth Gamble Deaconess Home Association	<b>088-0008-0128-00</b> (088-0008-0128-00 through -135; -185; -186 cons.), <b>088-0008-0136-00, 088-0008-0137-00</b> (088-0008-0137-00 through -140; -143 through -146; -155 through -183; -187 through -190; -192 through -200; -208; -217; -221; -226; -227 cons.; -217; -221; -226; -227 cons.), & <b>088-0008-0141-00</b> (088-0008-141; -142 cons.)
1-T-3	The Christ Hospital	<b>088-0008-0235-00</b> (088-0008-0235-00; -237 cons.)
1-T-4	The Christ Hospital	<b>088-0008-0018-00</b>

1-T-5	The Christ Hospital	<b>088-0007-0069-00; -70; -71; -72; -73</b>
1-WD-3	The Christ Hospital	<b>088-0008-0235-00</b> (088-0008-0235-00; -237 cons.)
1-WD-4	The Christ Hospital	<b>088-0008-0018-00</b>
1-WD-5	The Christ Hospital	<b>088-0007-0069-00; -70; -71; -72; -73</b>
2-WD	Shabbat Shalom, LLC	<b>088-0007-0035-00</b>
2-T	Shabbat Shalom, LLC	<b>088-0007-0035-00</b>
3-WD	Cilo Properties, LLC	<b>088-0008-0124-00</b> (088-0008-0124-00; -125 cons.)
3-T	Cilo Properties, LLC	<b>088-0008-0124-00</b> (088-0008-0124-00; -125 cons.)
4-T	Medulla Oblongata Property Holdings, LLC	<b>088-0008-0249-00</b>
5-WD	Board of County Commissioners of Hamilton County, Ohio	<b>088-0007-0020-90</b> (088-0007-0020-00; -21; -22; -109; -125; -126 cons.)
5-T	Board of County Commissioners of Hamilton County, Ohio	<b>088-0007-0020-90</b> (088-0007-0020-00; -21; -22; -109; -125; -126 cons.)
6-WD	Arrow Investment Company, successor by merger to Hidy Transportation Company	<b>088-0007-0001-00</b>
7-WD	ORI Associates, LLC	<b>088-0007-0002-00</b>
7-T	ORI Associates, LLC	<b>088-0007-0002-00</b>
8-WD	James Gill	<b>088-0007-0003-00</b>
8-T	James Gill	<b>088-0007-0003-00</b>
9-T-1	NHC – Flat Iron, LLC	<b>094-0006-0224-00</b> (094-0006-0224-00 through -0227)
9-T-2	NHC – Flat Iron, LLC	<b>094-0006-0224-00</b> (094-0006-0224-00 through -0227)



10-T	Donald Blaire Frodge, Jr.	<b>088-0007-0004-00</b>
11-T	Merk Holdings OH 1, LLC	<b>088-0007-0097-00; -132</b>
12-T	2112 Ave Mt Auburn Holdings, LLC	<b>088-0007-0104-00 (088-0007-0104-00; -107 cons.)</b>
13-T-1; 13-T-2	Five Points Acquisition, LLC	<b>094-0006-0220-00; 094-0006-0221-00; 094-0006-0222-00; &amp; 094-0006-0223-00</b>

Section 2. That the City Solicitor is hereby authorized to commence proceedings in a proper court by filing a complaint for appropriation of the Property at such time as the City has met the requirements of Section 163.04 of the Ohio Revised Code.

Section 3. That at any time prior or subsequent to the filing of a complaint or complaints for appropriation, the City Manager is hereby authorized, with the approval of the City Solicitor, to acquire by purchase the real property interests described in Section 1 hereof, and in connection with such acquisition, or for the preparation of court proceedings, to enter into special contracts for necessary services, expert or otherwise, as the same may be required.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to file complaints for appropriation in order that the City may

commence the Auburn Avenue Improvement Project, in accordance with the schedules set forth in the contracts being entered into for this project.

Passed: \_\_\_\_\_, 2021

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

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

## **Attachment A**

### *Legal Descriptions – Fee Simple Interests*

**Project Parcel:** 1-WD-1

**Auditor's Parcel Nos.:** 088-0008-0128-00 (088-0008-0128-00 through -135; -185; -186 cons.); 088-0008-0136-00; 088-0008-0137-00 (088-0008-0137-00 through -140; -143 through -146; -155 through -183; -187 through -190; -192 through -200; -208; -217; -221; -226; -227 cons.; -217; -221; -226; -227 cons.); & 088-0008-0141-00 (088-0008-141; -142 cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 5624, Pg. 1032 and being more particularly described as follows:

Commencing at the intersection of the west line of Auburn Avenue, 60' R/W and the south line of Glencoe Place, 40' R/W; thence with the west line of said Auburn Avenue, South 02°58'35" West, 402.74 feet to a point; thence North 84°17'55" West, 189.00 feet to a point; thence South 02°58'35" West, 60.00 feet to a point; thence South 84°17'55" East, 189.00 feet to a point in the west line of said Auburn Avenue; thence with the west line of said Auburn Avenue South 07°57'05" West, 106.56 feet to the Place of Beginning; thence continuing with the west line of said Auburn Avenue the following two courses, South 07°57'05" West, 35.70 feet to a point; thence South 03°31'00" West, 28.79 feet to a point; thence on a curve to the left said curve having a radius of 15.00 feet a chord bearing North 27°56'47" West, 7.34 feet, 7.42 feet as measured along said curve to a point; thence North 03°33'58" East, 58.28 feet to a point; thence South 85°03'27" East, 6.54 feet to the Place of Beginning. Containing 281 square feet of land more or less (0.006 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** 1-WD-2

**Auditor's Parcel Nos.:** 088-0008-0128-00 (088-0008-0128-00 through -135; -185; -186 cons.); 088-0008-0136-00; 088-0008-0137-00 (088-0008-0137-00 through -140; -143 through -146; -155 through -183; -187 through -190; -192 through -200; -208; -217; -221; -226; -227 cons.; -217; -221; -226; -227 cons.); & 088-0008-0141-00 (088-0008-141; -142 cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 5624, Pg. 1032 and being more particularly described as follows:

Commencing the intersection of the west line of Auburn Avenue, 60' R/W and the south line of Glencoe Place, 40' R/W; thence with the west line of said Auburn Avenue, South 02°58'35" West, 402.74 feet to a point; thence North 84°17'55" West, 189.00 feet to a point; thence South 02°58'35" West, 60.00 feet to a point; thence South 84°17'55" East, 189.00 feet to a point in the west line of said Auburn Avenue; thence with the west line of said Auburn Avenue the following three courses, South 07°57'05" West, 142.26 feet to a point; thence South 03°31'00" West, 65.49 feet to a point; thence 00°46'48" East 4.67 feet to the Place of Beginning; thence continuing with the west line of said Auburn Avenue the following four courses; South 00°46'48" East, 80.64 feet to a point; thence South 00°57'27" West, 75.00 feet to a point; thence South 05°43'35" West, 204.14 feet to a point; thence on a curve to the

right said curve having a radius of 20.00 feet a chord bearing South 49°05'48" West, 24.56 feet, 26.44 feet as measured along said curve to a point; thence North 88°38'31" West, 1.45 feet to a point; thence North 06°10'24" East, 1.84 feet to a point; thence South 84°00'58" East, 6.29 feet to a point; thence North 06°17'48" East, 99.79 feet to a point; thence North 05°33'28" East, 151.90 feet to a point; thence North 84°13'19" West, 6.20 feet to a point; thence North 05°58'57" East, 15.96 feet to a point; thence South 85°58'23" East, 5.99 feet to a point; thence North 04°01'37" East, 36.50 feet to a point; thence on a curve to the left said curve having a radius of 10.00 feet a chord bearing North 11°59'25" West, 5.52 feet, 5.59 feet as measured along said curve to a point; thence North 83°50'31" West, 4.19 feet to a point; thence North 03°54'19" East 57.75 feet to a point; thence on a curve to the left said curve having a radius of 15.00 feet a chord bearing North 38°25'47" East, 9.30 feet, 9.45 feet as measured along said curve to the Place of Beginning. Containing 3,767 square feet of land more or less (0.086 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** 1-WD-3

**Auditor's Parcel Nos.:** 088-0008-0235-00 (088-0008-0235-00; -237 cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 7124, Pg. 601 and being more particularly described as follows:

Commencing at the intersection of the north line of Huntington Place, 50' R/W and the west line of Auburn Avenue, 60' R/W; thence with the west line of said Auburn Avenue North 06°01'18" East, 179.40 feet to the Place of Beginning; thence North 84°08'26" West, 17.66 feet to a point; thence North 06°10'24" East, 54.46 feet to a point; thence South 88°38'31" East, 1.45 feet to a point; thence on a curve to the left said curve having a radius of 20.00 feet a chord bearing North 49°05'48" East, 24.56 feet, 26.44 feet as measured along said curve to a point in the west line of said Auburn Avenue; thence with the west line of said Auburn Avenue South 06°34'41" West, 72.47 feet to the Place of Beginning. Containing 1,052 square feet of land more or less (0.024 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** 1-WD-4

**Auditor's Parcel No.:** 088-0008-0018-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 11915, Pg. 1658 and being more particularly described as follows:

Beginning at the intersection of the north line of Huntington Place, 50' R/W and the west line of Auburn Avenue, 60' R/W; thence with the north line of said Huntington Place; North 84°54'09" West, 20.00 feet to a point; thence on a curve to the left said curve having a radius of 10.00 feet a chord bearing North 45°23'44" East, 12.65 feet, 13.69 feet as measured along said curve to a point; thence North 06°10'15" East, 153.75 feet to a point; thence on a curve to the left said curve having a radius of 10.05 feet a chord bearing North 29°36'22" West, 10.49 feet, 11.04 feet as measured along said curve to a point; thence North 06°10'24" East, 7.62 feet to a point; thence South 84°08'26" East, 17.66 feet to a point in the west line of said Auburn Avenue; thence with the west line of said Auburn Avenue, South 06°01'18" West, 179.40 feet to the Place of Beginning. Containing 2,193 square feet of land more or less (0.050 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** 1-WD-5

**Auditor's Parcel Nos.:** 088-0007-0069-00; -70; -71; -72; -73

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 11223, Pg. 892 and being more particularly described as follows:

Beginning at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Earnshaw Avenue 40' R/W; thence with the east line of said Auburn Avenue, North 03°58'13" East, 4.48 feet to a point; thence South 38°10'18" East, 6.41 feet to a point in the north line of said Earnshaw Avenue; thence with the north line of said Earnshaw Avenue, North 82°24'18" West, 4.31 feet to the Place of Beginning. Containing 10 square feet of land more or less (0.000 Acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** 2-WD

**Auditor's Parcel No.:** 088-0007-0035-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to Shabbat Shalom, LLC in O.R. 14108, Pg. 1582 and being more particularly described as follows:

Beginning at the intersection of the east line of Auburn Avenue, 60' R/W and the south line of Southern Avenue, 37' R/W; thence with the south line of said Southern Avenue, South 83°55'23" East, 1.89 feet to a point; thence South 45°38'31" West, 2.98 feet to a point in the east line of said Auburn Avenue; thence with the east line of said Auburn Avenue, North 06°10'24" East, 2.30 feet to the Place of Beginning. Containing 2 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** 3-WD

**Auditor's Parcel Nos.:** 088-0008-0124-00 (088-0008-0124-00; -125 cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to CILO Properties, LLC in O.R. 11123, Pg. 1462 and being more particularly described as follows:

Beginning at the intersection of the south line of Huntington Place, 50' R/W and the west line of Auburn Avenue, 60' R/W; thence with the west line of said Auburn Avenue; South 06°10'24" West, 74.06 feet to a point; thence South 05°58'06" West, 53.54 feet to a point; thence North 01°55'04" East, 55.17 feet to a point; thence North 84°35'44" West, 1.00 feet to a point; thence North 01°44'03" East, 63.25 feet to a point; thence on a curve to the left said curve having a radius of 9.00 feet a chord bearing North 41°38'23" West, 12.27 feet, 13.50 feet as measured along said curve to a point; thence North 84°33'07" West, 7.05 feet to a point; thence North 05°26'53" East, 0.89 feet to a point in the south line of said Huntington Place; thence with the south line of said Huntington Place, South 84°54'09" East, 25.95 feet to the Place of Beginning. Containing 696 square feet of land more or less (0.016 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** **5-WD**

**Auditor's Parcel Nos.:** **088-0007-0020-90** (088-0007-0020-00; -21; -22; -109; -125; -126 cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to Hamilton County Board of Commissioners in D.B. 2451, Pages 54, 315, 343 and 491 and D.B. 2457, Page 56 and being more particularly described as follows:

Beginning at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Bodmann Avenue, 50' R/W; thence with the east line of said Auburn Avenue, North 06°10'24" East, 237.94 feet to a point; thence South 82°52'21" East, 0.19 feet to a point; thence South 05°01'34" West, 0.30 feet to a point; thence South 03°03'00" West, 5.76 feet to a point; thence South 03°04'03" West, 29.59 feet to a point; thence South 01°54'03" West, 6.56 feet to a point; thence South 01°44'03" West, 72.67 feet to a point; thence on a curve to the right said curve having a radius of 726.96 feet a chord bearing South 06°23'25" West, 118.02 feet, 118.15 feet as measured along said curve to a point; thence South 11°15'33" West, 5.31 feet to a point in the north line of said Bodmann Avenue; thence with the north line of said Bodmann Avenue, North 84°06'54" West, 7.31 feet to the Place of Beginning. Containing 1,622 square feet of land more or less (0.037 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** **6-WD**

**Auditor's Parcel No.:** **088-0007-0001-00**

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to HIDY Transportation Co. in D.B. 3777, Pg. 331 and being more particularly described as follows:

Beginning at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Dorchester Avenue, 50' R/W; thence with the east line of said Auburn Avenue, North 05°58'06" East, 97.85 feet to a point; thence South 84°06'54" East, 100.00 feet to a point; thence South 05°58'06" West, 97.99 feet to a point in the north line of said Dorchester Avenue said point being 0.46 feet north of an existing iron pin; thence with the north line of said Dorchester Avenue, North 84°02'08" West, 100.00 feet to the Place of Beginning. Containing 9,792 square feet of land more or less (0.225 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** **7-WD**

**Auditor's Parcel No.:** **088-0007-0002-00**

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to ORI Associates, LLC in O.R. 12974, Pg. 602 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Dorchester Avenue, 50' R/W; thence with the north line of said Dorchester Avenue, South 84°02'08" East, 100.00 feet to a point being 0.46 feet north of an existing iron pin and being the Place of Beginning; thence North 05°58'06" East, 26.85 feet to a point; thence on a curve to the left, said curve having a radius of 189.00 feet a chord bearing South 61°04'20" East, 44.76 feet, 44.87 feet as measured along said curve to a point; thence South 05°58'06" West, 9.38 feet to a point in the north line of said Dorchester Avenue said point being 0.46 feet north of an existing iron pin; thence with the north line of said Dorchester Avenue, North 84°02'08" West, 41.22 feet to the Place of Beginning. Containing 707 square feet of land more or less (0.016 acres). Bearings based on NAD 83 (2007). Subject to all legal highways,

easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** 8-WD  
**Auditor's Parcel No.:** 088-0007-0003-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to James Gill in D.B. 3935, Pg. 272 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Dorchester Avenue, 50' R/W; thence with the north line of said Dorchester Avenue, South 84°02'08" East, 141.22 feet to a point being 0.46 feet north of an existing iron pin and being the Place of Beginning; thence North 05°58'06" East, 9.38 feet to a point; thence on a curve to the left, said curve having a radius of 189.00 feet a chord bearing South 74°43'56" East, 45.14 feet, 45.25 feet as measured along said curve to a point; thence South 81°23'03" East, 20.60 feet to a point; thence South 05°58'06" West, 1.13 feet to a point in the north line of said Dorchester Avenue; thence with the north line of said Dorchester Avenue, North 84°02'08" West, 65.13 feet to the Place of Beginning. Containing 248 square feet of land more or less (0.006 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

## **Attachment B**

### *Legal Descriptions – Temporary Easements*

**Project Parcel:** 1-T-1

**Auditor's Parcel Nos.:** 088-0008-0128-00 (088-0008-0128-00 through -135; -185; -186 cons.), 088-0008-0136-00, 088-0008-0137-00 (088-0008-0137-00 through -140; -143 through -146; -155 through -183; -187 through -190; -192 through -200; -208; -217; -221; -226; -227 cons.; -217; -221; -226; -227 cons.), & 088-0008-0141-00 (088-0008-141; -142 cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 5624, Pg. 1032 and being more particularly described as follows:

Commencing the intersection of the west line of Auburn Avenue, 60' R/W and the south line of Glencoe Place, 40' R/W; thence with the west line of said Auburn Avenue, South 02°58'35" West, 402.74 feet to a point; thence North 84°17'55" West, 189.00 feet to a point; thence South 02°58'35" West, 60.00 feet to a point; thence South 84°17'55" East, 189.00 feet to a point in the west line of said Auburn Avenue; thence with the west line of said Auburn Avenue South 07°57'05" West, 106.56 feet to a point; thence North 85°03'27" West, 6.54 feet to the Place of Beginning; thence South 03°33'58" West, 58.28 feet to a point; thence on a curve to the right said curve having a radius of 15.00 feet a chord bearing South 27°56'47" East, 7.34 feet, 7.42 feet as measured along said curve to a point; thence South 03°31'00" West, 36.70 feet to a point; thence South 00°46'48" East, 4.67 feet to a point; thence on a curve to the right said curve having a radius of 15.00 feet a chord bearing South 38°25'47" West, 9.30 feet, 9.45 feet as measured along said curve to a point; thence South 03°54'19" West, 57.75 feet to a point; thence South 83°50'31" East, 4.19 feet to a point; thence on a curve to the right said curve having a radius of 10.00 feet a chord bearing South 11°59'25" East, 5.52 feet, 5.59 feet as measured along said curve to a point; thence South 04°01'37" West, 36.50 feet to a point; thence North 85°58'23" West, 5.99 feet to a point; thence North 05°27'47" East, 27.41 feet to a point; thence North 84°31'45" West, 11.85 feet to a point; thence North 03°54'19" East, 72.13 feet to a point; thence on a curve to the left said curve having a radius of 12.00 feet a chord bearing North 54°05'46" East, 18.69 feet, 21.42 feet as measured along said curve to a point; thence North 02°57'33" East, 32.55 feet to a point; thence on a curve to the left said curve having a radius of 12.00 feet a chord bearing North 44°00'52" West, 17.54 feet, 19.68 feet as measured along said curve to a point; thence; thence North 07°30'46" East, 57.37 feet to a point; thence South 85°03'27" East, 7.49 feet to the Place of Beginning.

and also:

Commencing the intersection of the west line of Auburn Avenue, 60' R/W and the south line of Glencoe Place, 40' R/W; thence with the west line of said Auburn Avenue, South 02°58'35" West, 402.74 feet to a point; thence North 84°17'55" West, 189.00 feet to a point; thence South 02°58'35" West, 60.00 feet to a point; thence South 84°17'55" East, 189.00 feet to a point in the west line of said Auburn Avenue; thence with the west line of said Auburn Avenue South 07°57'05" West, 106.56 feet to a point; thence North 85°03'27" West, 6.54 feet to a point; thence South 03°33'58" West, 58.28 feet to a point; thence on a curve to the right said curve having a radius of 15.00 feet a chord bearing South 27°56'47" East, 7.34 feet, 7.42 feet as measured along said curve to a point; thence South 03°31'00" West, 36.70 feet to a point; thence South 00°46'48" East, 4.67 feet to a point; thence on a curve to the right said curve having a radius of 15.00 feet a chord bearing South 38°25'47" West, 9.30 feet, 9.45 feet as measured along said curve to a point; thence South 03°54'19" West, 57.75 feet to a point; thence South 83°50'31" East, 4.19 feet to a point; thence on a curve to the right said curve having a radius of 10.00 feet a chord bearing South 11°59'25" East, 5.52 feet, 5.59 feet as measured along said curve to a point; thence South 04°01'37" West, 36.50 feet to a point; thence North 85°58'23" West, 5.99 feet to a point; thence South 05°58'57" West, 15.96 feet to the Place of Beginning; thence South 84°13'19" East, 6.20 feet to a point; thence South 05°33'28" West, 151.90 feet to a point; thence South 06°17'48" West, 99.79 feet to a point; thence North 84°00'58" West, 6.29 feet to a point; thence South 06°10'24" West, 1.84



feet to a point; thence North 88°38'31" West, 13.71 feet to a point; thence North 06°10'24" East, 18.73 feet to a point; thence North 83°41'36" West, 9.57 feet to a point; thence North 05°49'26" East, 52.17 feet to a point; thence South 83°41'53" East, 23.74 feet to a point; North 05°38'51" East, 130.47 feet to a point; thence North 05°49'43" East, 53.32 feet to the Place of Beginning. Containing a Total of 4,845 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** 1-T-3

**Auditor's Parcel Nos.:** 088-0008-0235-00 (088-0008-0235-00; -237 cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 7124, Pg. 601 and being more particularly described as follows:

Commencing at the intersection of the north line of Huntington Place, 50' R/W and the west line of Auburn Avenue, 60' R/W; thence with the west line of said Auburn Avenue North 06°01'18" East, 179.40 feet to a point; thence North 84°08'26" West, 17.66 feet to the Place of Beginning; thence North 84°08'26" West, 15.43 feet to a point; thence North 06°10'24" East, 10.19 feet to a point; thence South 83°49'36" East, 6.28 feet to a point; thence North 06°10'24" East, 36.86 feet to a point; thence North 83°41'36" West, 4.51 feet to a point; thence North 06°10'24" East, 6.40 feet to a point; thence South 88°38'31" East, 13.70 feet to a point; thence South 06°10'24" West, 54.46 feet to the Place of Beginning. Containing 588 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** 1-T-4

**Auditor's Parcel No.:** 088-0008-0018-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 11915, Pg. 1658 and being more particularly described as follows:

Commencing at the intersection of the north line of Huntington Place, 50' R/W and the west line of Auburn Avenue, 60' R/W; thence with the north line of said Huntington Place; North 84°54'09" West, 20.00 feet to the Place of Beginning; thence continuing with the north line of said Huntington Place North 84°54'09" West, 24.14 feet to a point; thence North 06°10'24" East, 15.88 feet to a point; thence North 43°06'54" East, 19.80 feet to a point; thence North 06°10'24" East, 5.62 feet to a point; thence South 84°58'53" East, 9.74 feet to a point; thence North 05°39'51" East, 120.79 feet to a point; thence North 84°03'12" West, 10.00 feet to a point; thence North 06°10'24" East, 21.78 feet to a point; thence South 84°08'26" East, 15.43 feet to a point; thence South 06°10'24" West, 7.62 feet to a point; thence on a curve to the right said curve having a radius of 10.05 feet a chord bearing South 29°36'22" East, 10.49 feet, 11.04 feet as measured along said curve to a point; thence South 06°10'15" West, 153.75 feet to a point; thence on a curve to the right said curve having a radius of 10.00 feet a chord bearing South 45°23'44" West, 12.65 feet, 13.69 feet to the Place of Beginning. Containing 2,752 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** 1-T-5

**Auditor's Parcel Nos.:** 088-0007-0069-00; -70; -71; -72; -73

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 11223, Pg. 892 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Earnshaw Avenue 40' R/W; thence with the east line of said Auburn Avenue, North 03°58'13" East, 111.84 feet to a point; thence North 03°03'25" East, 20.56 feet to a point; thence North 02°59'08" East, 89.23 feet to a point; thence South 87°00'52" East, 4.50 feet to a point; thence South 02°59'08" West, 89.23 feet to a point; thence South 03°03'25" West, 20.60 feet; thence South 03°58'13" West, 107.65 to a point; thence South 82°24'18" East, 15.52 feet to a point; thence South 03°58'13" West, 4.51 feet to a point in the north line of said Earnshaw Avenue; thence North 82°24'18" West, 20.03 feet to the Place of Beginning. Containing 1,068 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** 2-T

**Auditor's Parcel No.:** 088-0007-0035-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to Shabbat Shalom, LLC in O.R. 14108, Pg. 1582 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the south line of Southern Avenue, 37' R/W; thence with the south line of said Southern Avenue, South 83°55'23" East, 1.89 feet to the Place of Beginning; thence South 83°55'23" East, 4.85 feet to a point; thence South 05°37'21" West, 26.70 feet to a point; thence South 06°10'24" West, 75.10 feet to a point; thence North 83°55'23" West, 7.00 feet to a point in the east line of said Auburn Avenue; thence with the east line of said Auburn Avenue, North 06°10'24" East, 99.50 feet to a point; thence North 45°38'31" East, 2.98 feet to the Place of Beginning. Containing 697 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** 3-T

**Auditor's Parcel Nos.:** 088-0008-0124-00 (088-0008-0124-00; -125 cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to CILO Properties, LLC in O.R. 11123, Pg. 1462 and being more particularly described as follows:

Commencing at the intersection of the south line of Huntington Place, 50' R/W and the west line of Auburn Avenue, 60' R/W; thence with the south line of said Huntington Place; North 84°54'09" West, 25.95 feet to a point; thence South 05°26'53" West, 0.89 feet to the Place of Beginning; thence South 84°33'07" East, 7.05 feet to a point; thence on a curve to the right said curve having a radius of 9.00 feet a chord bearing South 41°38'23" East, 12.27 feet, 13.50 feet as measured along said curve to a point; thence South 01°44'03" West, 63.25 feet to a point; thence South 84°35'44" East, 1.00 feet to a point; thence South 01°55'04" West, 55.17 feet to a point; thence North 84°22'59" West, 14.94 feet to a point; thence North 04°55'08" East, 122.03 feet to a point; thence North 84°54'41" West, 8.47 feet to a point; thence North 05°26'53" East, 4.53 feet to the Place of Beginning. Containing 1,116 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** 4-T

**Auditor's Parcel No.:** 088-0008-0249-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to Medulla Oblongata Property Holdings, LLC in O.R. 12315, Pg. 1034 and being more particularly described as follows:

Commencing at the intersection of the south line of Huntington Place, 50' R/W and the west line of Auburn Avenue, 60' R/W; thence with the west line of said Auburn Avenue the following two courses; South 06°10'24" West, 74.06 feet to a point; thence South 05°58'06" West, 53.54 feet to the Place of Beginning; thence South 05°58'06" West, 19.97 feet to a point; thence South 87°12'52" West, 14.77 feet to a point; thence North 05°06'23" East, 22.13 feet to a point; thence South 84°22'59" East, 14.93 feet to the Place of Beginning. Containing 311 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** 5-T

**Auditor's Parcel Nos.:** 088-0007-0020-90 (088-0007-0020-00; -21; -22; -109; -125; -126 cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to Hamilton County Board of Commissioners in D.B. 2451, Pages 54, 315, 343 and 491 and D.B. 2457, Page 56 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Bodmann Avenue, 50' R/W; thence with the north line of said Bodmann Avenue, South 84°06'54" East, 7.31 feet to the Place of Beginning; thence North 11°15'33" East, 5.31 feet to a point; thence on a curve to the left said curve having a radius of 726.96 feet a chord bearing North 06°23'25" East, 118.02 feet, 118.15 feet as measured along said curve to a point; thence North 01°44'03" East, 72.67 feet to a point; thence North 01°54'03" East, 6.56 feet to a point; thence North 03°04'03" East, 29.59 feet to a point; thence North 03°03'00" East, 5.76 feet to a point; thence North 05°01'34" East, 0.30 feet to a point; thence South 82°52'21" East, 14.79 feet to a point; thence South 14°03'30" East, 23.83 feet to a point; thence South 04°26'18" East, 31.28 feet to a point; thence South 01°57'47" West, 109.32 feet to a point; thence South 13°13'00" West, 76.00 feet to a point in the north line of said Bodmann Avenue, thence with the north line of said Bodmann Avenue, North 84°06'54" West, 20.38 feet to the Place of Beginning. Containing 5,649 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** 7-T

**Auditor's Parcel No.:** 088-0007-0002-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to ORI Associates, LLC in O.R. 12974, Pg. 602 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Dorchester Avenue, 50' R/W; thence with the north line of said Dorchester Avenue, South 84°02'08" East, 100.00 feet to a point being 0.46 feet north of an existing iron pin; thence; North 05°58'06" East, 26.85 feet to the Place of Beginning; thence North 05°58'06" East, 23.50 feet to a point; thence on a curve to the left, said curve having a radius of 169.00 feet a chord bearing South 58°06'20" East, 45.83 feet, 45.97 feet as measured along said curve to a point; thence South 05°58'06" West, 20.93 feet to a point; thence on a curve to the right said curve having a radius of 189.00 feet a chord bearing North 61°04'20" West, 44.76 feet to the Place of Beginning. Containing 908 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** 8-T  
**Auditor's Parcel No.:** 088-0007-0003-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to James Gill in D.B. 3935, Pg. 272 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Dorchester Avenue, 50' R/W; thence with the north line of said Dorchester Avenue, South 84°02'08" East, 141.22 feet to a point being 0.46 feet north of an existing iron pin; thence; North 05°58'06" East, 9.38 feet to the Place of Beginning; thence North 05°58'06" East, 20.93 feet to a point; thence on a curve to the left said curve having a radius of 169.00 a chord bearing South 70°23'02" East, 26.43 feet, 26.46 feet as measured along said curve to a point; thence South 64°34'52" East, 41.83 feet to a point; thence South 05°58'06" West, 9.01 feet to a point; thence North 81°23'03" West, 20.60 feet to a point; thence on a curve to the right, said curve having a radius of 189.00 feet a chord bearing North 74°43'56" West, 45.14 feet, 45.25 feet as measured along said curve to the Place of Beginning. Containing 1,116 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** 9-T-1  
**Auditor's Parcel Nos.:** 094-0006-0224-00 (094-0006-0224-00 through -0227)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio, and being all of Lot 29 and part of Lots 26 and 28 of the F.G. and Frank Huntington Subdivision as recorded in Plat Book 13, Page 135 H.C.R.O. and being more particularly described as follows:

Beginning at the intersection of the southwest corner of said Lot 29 and the north line of Sycamore Street, 70' R/W; thence North 05°56'07" East, 42.10 feet to a point in the south line of Dorchester Avenue, 40' R/W; thence with the south line of said Dorchester Avenue, South 84°03'53" East, 37.18 feet to a point; thence South 05°39'15" West, 32.35 feet to a point in the north line of said Sycamore Street; thence with the north line of said Sycamore Street, South 81°18'30" West, 38.59 feet to the Place of Beginning. Containing 1,387 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record.

**Project Parcel:** 9-T-2  
**Auditor's Parcel Nos.:** 094-0006-0224-00 (094-0006-0224-00 through -0227)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 26 of the F.G. and Frank Huntington Subdivision as recorded in Plat Book 13, Page 135 H.C.R.O. and being more particularly described as follows:

Beginning at the intersection of the south line of Dorchester Avenue, 40' R/W and the North line of Sycamore Street, 70' R/W; thence with the north line of said Sycamore Street, South 64°45'09" West, 19.35 feet to a point; thence North 04°58'18" East, 10.02 feet to a point in the south line of said Dorchester Avenue; thence with the south line of said Dorchester Avenue, South 84°03'53" East, 16.72 feet to the Place of Beginning. Containing 84 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record.

**Project Parcel:** 10-T  
**Auditor's Parcel No.:** 088-0007-0004-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to Donald Blaire Frodge, Jr. in O.R. 7675, Pg. 1727 and being more particularly described as follows:

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Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Dorchester Avenue, 50' R/W; thence with the north line of said Dorchester Avenue, South 84°02'08" East, 206.35 feet to the Place of Beginning; thence North 05°58'06" East, 10.14 to a point; thence South 73°11'38" East, 35.08 feet to a point; thence South 81°23'03" East, 25.03 feet to a point; thence South 06°00'32" West, 2.38 feet to a point in the north line of said Dorchester Avenue; thence with the north line of said Dorchester Avenue, North 84°02'08" West, 59.45 feet to the Place of Beginning. Containing 310 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** 11-T

**Auditor's Parcel Nos.:** 088-0007-0097-00; -132

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to Merk Holdings OH 1, LLC in O.R. 14121, Pg. 3045 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Southern Avenue 37' R/W; thence with the east line of said Auburn Avenue, North 05°37'21" East, 44.52 feet to the Place of Beginning; thence North 05°37'21" East, 12.25 to a point; thence South 83°26'20" East, 4.77 feet to a point; thence South 05°32'24" West, 12.25 feet to a point; thence North 83°26'20" West, 4.79 feet to the Place of Beginning. Containing 59 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** 12-T

**Auditor's Parcel Nos.:** 088-0007-0104-00 (088-0007-0104-00; -107 cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to 2112 Ave Mt Auburn Holdings, LLC in O.R. 14121, Pg. 2574 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the south line of Earnshaw Avenue 40' R/W; thence with the east line of said Auburn Avenue, South 05°37'21" West, 74.69 feet to the Place of Beginning; thence South 83°26'20" East, 4.70 feet to a point; thence South 05°32'24" West, 46.31 feet to a point; thence North 83°26'20" West, 4.77 feet to a point in the east line of said Auburn Avenue; thence with the east line of said Auburn Avenue, North 05°37'21" East, 46.31 feet to the Place of Beginning. Containing 219 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcels:** 13-T-1 & 13-T-2

**Auditor's Parcel Nos.:** 094-0006-0220-00; 094-0006-0221-00; 094-0006-0222-00; & 094-0006-0223-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio, and being all of Lot 30 and part of Lot 31 of the F.G. and Frank Huntington Subdivision as recorded in Plat Book 13, Page 135 H.C.R.O. and being more particularly described as follows:

Beginning at the intersection of the southeast corner of said Lot 30 and the north line of Sycamore Street, 70' R/W; thence with the north line of said Sycamore Street, South  $81^{\circ}18'30''$  West, 48.09 feet to a point; thence North  $05^{\circ}56'07''$  East, 54.24 feet to a point in the south line of Dorchester Avenue, 40' R/W; thence with the south line of said Dorchester Avenue, South  $84^{\circ}03'53''$  East, 46.53 feet to a point; thence South  $05^{\circ}56'07''$  West, 42.10 feet to the Place of Beginning. Containing 2,241 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record.

## **Attachment A**

### *Legal Descriptions – Fee Simple Interests*

**Project Parcel:** **1-WD-1**

**Auditor's Parcel Nos.:** **088-0008-0128-00** (088-0008-0128-00 through -135; -185; -186 cons.); **088-0008-0136-00**; **088-0008-0137-00** (088-0008-0137-00 through -140; -143 through -146; -155 through -183; -187 through -190; -192 through -200; -208; -217; -221; -226; -227 cons.; -217; -221; -226; -227 cons.); & **088-0008-0141-00** (088-0008-141; -142 cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 5624, Pg. 1032 and being more particularly described as follows:

Commencing at the intersection of the west line of Auburn Avenue, 60' R/W and the south line of Glencoe Place, 40' R/W; thence with the west line of said Auburn Avenue, South 02°58'35" West, 402.74 feet to a point; thence North 84°17'55" West, 189.00 feet to a point; thence South 02°58'35" West, 60.00 feet to a point; thence South 84°17'55" East, 189.00 feet to a point in the west line of said Auburn Avenue; thence with the west line of said Auburn Avenue South 07°57'05" West, 106.56 feet to the Place of Beginning; thence continuing with the west line of said Auburn Avenue the following two courses, South 07°57'05" West, 35.70 feet to a point; thence South 03°31'00" West, 28.79 feet to a point; thence on a curve to the left said curve having a radius of 15.00 feet a chord bearing North 27°56'47" West, 7.34 feet, 7.42 feet as measured along said curve to a point; thence North 03°33'58" East, 58.28 feet to a point; thence South 85°03'27" East, 6.54 feet to the Place of Beginning. Containing 281 square feet of land more or less (0.006 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** **1-WD-2**

**Auditor's Parcel Nos.:** **088-0008-0128-00** (088-0008-0128-00 through -135; -185; -186 cons.); **088-0008-0136-00**; **088-0008-0137-00** (088-0008-0137-00 through -140; -143 through -146; -155 through -183; -187 through -190; -192 through -200; -208; -217; -221; -226; -227 cons.; -217; -221; -226; -227 cons.); & **088-0008-0141-00** (088-0008-141; -142 cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 5624, Pg. 1032 and being more particularly described as follows:

Commencing the intersection of the west line of Auburn Avenue, 60' R/W and the south line of Glencoe Place, 40' R/W; thence with the west line of said Auburn Avenue, South 02°58'35" West, 402.74 feet to a point; thence North 84°17'55" West, 189.00 feet to a point; thence South 02°58'35" West, 60.00 feet to a point; thence South 84°17'55" East, 189.00 feet to a point in the west line of said Auburn Avenue; thence with the west line of said Auburn Avenue the following three courses, South 07°57'05" West, 142.26 feet to a point; thence South 03°31'00" West, 65.49 feet to a point; thence 00°46'48" East 4.67 feet to the Place of Beginning; thence continuing with the west line of said Auburn Avenue the following four courses; South 00°46'48" East, 80.64 feet to a point; thence South 00°57'27" West, 75.00 feet to a point; thence South 05°43'35" West, 204.14 feet to a point; thence on a curve to the

right said curve having a radius of 20.00 feet a chord bearing South 49°05'48" West, 24.56 feet, 26.44 feet as measured along said curve to a point; thence North 88°38'31" West, 1.45 feet to a point; thence North 06°10'24" East, 1.84 feet to a point; thence South 84°00'58" East, 6.29 feet to a point; thence North 06°17'48" East, 99.79 feet to a point; thence North 05°33'28" East, 151.90 feet to a point; thence North 84°13'19" West, 6.20 feet to a point; thence North 05°58'57" East, 15.96 feet to a point; thence South 85°58'23" East, 5.99 feet to a point; thence North 04°01'37" East, 36.50 feet to a point; thence on a curve to the left said curve having a radius of 10.00 feet a chord bearing North 11°59'25" West, 5.52 feet, 5.59 feet as measured along said curve to a point; thence North 83°50'31" West, 4.19 feet to a point; thence North 03°54'19" East 57.75 feet to a point; thence on a curve to the left said curve having a radius of 15.00 feet a chord bearing North 38°25'47" East, 9.30 feet, 9.45 feet as measured along said curve to the Place of Beginning. Containing 3,767 square feet of land more or less (0.086 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:**

**1-WD-3**

**Auditor's Parcel Nos.:**

**088-0008-0235-00** (088-0008-0235-00; -237 cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 7124, Pg. 601 and being more particularly described as follows:

Commencing at the intersection of the north line of Huntington Place, 50' R/W and the west line of Auburn Avenue, 60' R/W; thence with the west line of said Auburn Avenue North 06°01'18" East, 179.40 feet to the Place of Beginning; thence North 84°08'26" West, 17.66 feet to a point; thence North 06°10'24" East, 54.46 feet to a point; thence South 88°38'31" East, 1.45 feet to a point; thence on a curve to the left said curve having a radius of 20.00 feet a chord bearing North 49°05'48" East, 24.56 feet, 26.44 feet as measured along said curve to a point in the west line of said Auburn Avenue; thence with the west line of said Auburn Avenue South 06°34'41" West, 72.47 feet to the Place of Beginning. Containing 1,052 square feet of land more or less (0.024 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:**

**1-WD-4**

**Auditor's Parcel No.:**

**088-0008-0018-00**

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 11915, Pg. 1658 and being more particularly described as follows:

Beginning at the intersection of the north line of Huntington Place, 50' R/W and the west line of Auburn Avenue, 60' R/W; thence with the north line of said Huntington Place; North 84°54'09" West, 20.00 feet to a point; thence on a curve to the left said curve having a radius of 10.00 feet a chord bearing North 45°23'44" East, 12.65 feet, 13.69 feet as measured along said curve to a point; thence North 06°10'15" East, 153.75 feet to a point; thence on a curve to the left said curve having a radius of 10.05 feet a chord bearing North 29°36'22" West, 10.49 feet, 11.04 feet as measured along said curve to a point; thence North 06°10'24" East, 7.62 feet to a point; thence South 84°08'26" East, 17.66 feet to a point in the west line of said Auburn Avenue; thence with the west line of said Auburn Avenue, South 06°01'18" West, 179.40 feet to the Place of Beginning. Containing 2,193 square feet of land more or less (0.050 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.



**Project Parcel:** **1-WD-5**

**Auditor's Parcel Nos.:** **088-0007-0069-00; -70; -71; -72; -73**

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 11223, Pg. 892 and being more particularly described as follows:

Beginning at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Earnshaw Avenue 40' R/W; thence with the east line of said Auburn Avenue, North 03°58'13" East, 4.48 feet to a point; thence South 38°10'18" East, 6.41 feet to a point in the north line of said Earnshaw Avenue; thence with the north line of said Earnshaw Avenue, North 82°24'18" West, 4.31 feet to the Place of Beginning. Containing 10 square feet of land more or less (0.000 Acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** **2-WD**

**Auditor's Parcel No.:** **088-0007-0035-00**

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to Shabbat Shalom, LLC in O.R. 14108, Pg. 1582 and being more particularly described as follows:

Beginning at the intersection of the east line of Auburn Avenue, 60' R/W and the south line of Southern Avenue, 37' R/W; thence with the south line of said Southern Avenue, South 83°55'23" East, 1.89 feet to a point; thence South 45°38'31" West, 2.98 feet to a point in the east line of said Auburn Avenue; thence with the east line of said Auburn Avenue, North 06°10'24" East, 2.30 feet to the Place of Beginning. Containing 2 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** **3-WD**

**Auditor's Parcel Nos.:** **088-0008-0124-00 (088-0008-0124-00; -125 cons.)**

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to CILO Properties, LLC in O.R. 11123, Pg. 1462 and being more particularly described as follows:

Beginning at the intersection of the south line of Huntington Place, 50' R/W and the west line of Auburn Avenue, 60' R/W; thence with the west line of said Auburn Avenue; South 06°10'24" West, 74.06 feet to a point; thence South 05°58'06" West, 53.54 feet to a point; thence North 01°55'04" East, 55.17 feet to a point; thence North 84°35'44" West, 1.00 feet to a point; thence North 01°44'03" East, 63.25 feet to a point; thence on a curve to the left said curve having a radius of 9.00 feet a chord bearing North 41°38'23" West, 12.27 feet, 13.50 feet as measured along said curve to a point; thence North 84°33'07" West, 7.05 feet to a point; thence North 05°26'53" East, 0.89 feet to a point in the south line of said Huntington Place; thence with the south line of said Huntington Place, South 84°54'09" East, 25.95 feet to the Place of Beginning. Containing 696 square feet of land more or less (0.016 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:****5-WD****Auditor's Parcel Nos.:****088-0007-0020-90** (088-0007-0020-00; -21; -22; -109; -125; -126 cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to Hamilton County Board of Commissioners in D.B. 2451, Pages 54, 315, 343 and 491 and D.B. 2457, Page 56 and being more particularly described as follows:

Beginning at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Bodmann Avenue, 50' R/W; thence with the east line of said Auburn Avenue, North 06°10'24" East, 237.94 feet to a point; thence South 82°52'21" East, 0.19 feet to a point; thence South 05°01'34" West, 0.30 feet to a point; thence South 03°03'00" West, 5.76 feet to a point; thence South 03°04'03" West, 29.59 feet to a point; thence South 01°54'03" West, 6.56 feet to a point; thence South 01°44'03" West, 72.67 feet to a point; thence on a curve to the right said curve having a radius of 726.96 feet a chord bearing South 06°23'25" West, 118.02 feet, 118.15 feet as measured along said curve to a point; thence South 11°15'33" West, 5.31 feet to a point in the north line of said Bodmann Avenue; thence with the north line of said Bodmann Avenue, North 84°06'54" West, 7.31 feet to the Place of Beginning. Containing 1,622 square feet of land more or less (0.037 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:****6-WD****Auditor's Parcel No.:****088-0007-0001-00**

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to HIDY Transportation Co. in D.B. 3777, Pg. 331 and being more particularly described as follows:

Beginning at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Dorchester Avenue, 50' R/W; thence with the east line of said Auburn Avenue, North 05°58'06" East, 97.85 feet to a point; thence South 84°06'54" East, 100.00 feet to a point; thence South 05°58'06" West, 97.99 feet to a point in the north line of said Dorchester Avenue said point being 0.46 feet north of an existing iron pin; thence with the north line of said Dorchester Avenue, North 84°02'08" West, 100.00 feet to the Place of Beginning. Containing 9,792 square feet of land more or less (0.225 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:****7-WD****Auditor's Parcel No.:****088-0007-0002-00**

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to ORI Associates, LLC in O.R. 12974, Pg. 602 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Dorchester Avenue, 50' R/W; thence with the north line of said Dorchester Avenue, South 84°02'08" East, 100.00 feet to a point being 0.46 feet north of an existing iron pin and being the Place of Beginning; thence North 05°58'06" East, 26.85 feet to a point; thence on a curve to the left, said curve having a radius of 189.00 feet a chord bearing South 61°04'20" East, 44.76 feet, 44.87 feet as measured along said curve to a point; thence South 05°58'06" West, 9.38 feet to a point in the north line of said Dorchester Avenue said point being 0.46 feet north of an existing iron pin; thence with the north line of said Dorchester Avenue, North 84°02'08" West, 41.22 feet to the Place of Beginning. Containing 707 square feet of land more or less (0.016 acres). Bearings based on NAD 83 (2007). Subject to all legal highways,

easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** 8-WD  
**Auditor's Parcel No.:** 088-0007-0003-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to James Gill in D.B. 3935, Pg. 272 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Dorchester Avenue, 50' R/W; thence with the north line of said Dorchester Avenue, South 84°02'08" East, 141.22 feet to a point being 0.46 feet north of an existing iron pin and being the Place of Beginning; thence North 05°58'06" East, 9.38 feet to a point; thence on a curve to the left, said curve having a radius of 189.00 feet a chord bearing South 74°43'56" East, 45.14 feet, 45.25 feet as measured along said curve to a point; thence South 81°23'03" East, 20.60 feet to a point; thence South 05°58'06" West, 1.13 feet to a point in the north line of said Dorchester Avenue; thence with the north line of said Dorchester Avenue, North 84°02'08" West, 65.13 feet to the Place of Beginning. Containing 248 square feet of land more or less (0.006 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

## Attachment B

### *Legal Descriptions – Temporary Easements*

**Project Parcel:** **1-T-1**

**Auditor's Parcel Nos.:** **088-0008-0128-00** (088-0008-0128-00 through -135; -185; -186 cons.), **088-0008-0136-00**, **088-0008-0137-00** (088-0008-0137-00 through -140; -143 through -146; -155 through -183; -187 through -190; -192 through -200; -208; -217; -221; -226; -227 cons.; -217; -221; -226; -227 cons.), & **088-0008-0141-00** (088-0008-141; -142 cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 5624, Pg. 1032 and being more particularly described as follows:

Commencing the intersection of the west line of Auburn Avenue, 60' R/W and the south line of Glencoe Place, 40' R/W; thence with the west line of said Auburn Avenue, South 02°58'35" West, 402.74 feet to a point; thence North 84°17'55" West, 189.00 feet to a point; thence South 02°58'35" West, 60.00 feet to a point; thence South 84°17'55" East, 189.00 feet to a point in the west line of said Auburn Avenue; thence with the west line of said Auburn Avenue South 07°57'05" West, 106.56 feet to a point; thence North 85°03'27" West, 6.54 feet to the Place of Beginning; thence South 03°33'58" West, 58.28 feet to a point; thence on a curve to the right said curve having a radius of 15.00 feet a chord bearing South 27°56'47" East, 7.34 feet, 7.42 feet as measured along said curve to a point; thence South 03°31'00" West, 36.70 feet to a point; thence South 00°46'48" East, 4.67 feet to a point; thence on a curve to the right said curve having a radius of 15.00 feet a chord bearing South 38°25'47" West, 9.30 feet, 9.45 feet as measured along said curve to a point; thence South 03°54'19" West, 57.75 feet to a point; thence South 83°50'31" East, 4.19 feet to a point; thence on a curve to the right said curve having a radius of 10.00 feet a chord bearing South 11°59'25" East, 5.52 feet, 5.59 feet as measured along said curve to a point; thence South 04°01'37" West, 36.50 feet to a point; thence North 85°58'23" West, 5.99 feet to a point; thence North 05°27'47" East, 27.41 feet to a point; thence North 84°31'45" West, 11.85 feet to a point; thence North 03°54'19" East, 72.13 feet to a point; thence on a curve to the left said curve having a radius of 12.00 feet a chord bearing North 54°05'46" East, 18.69 feet, 21.42 feet as measured along said curve to a point; thence North 02°57'33" East, 32.55 feet to a point; thence on a curve to the left said curve having a radius of 12.00 feet a chord bearing North 44°00'52" West, 17.54 feet, 19.68 feet as measured along said curve to a point; thence; thence North 07°30'46" East, 57.37 feet to a point; thence South 85°03'27" East, 7.49 feet to the Place of Beginning.

and also:

Commencing the intersection of the west line of Auburn Avenue, 60' R/W and the south line of Glencoe Place, 40' R/W; thence with the west line of said Auburn Avenue, South 02°58'35" West, 402.74 feet to a point; thence North 84°17'55" West, 189.00 feet to a point; thence South 02°58'35" West, 60.00 feet to a point; thence South 84°17'55" East, 189.00 feet to a point in the west line of said Auburn Avenue; thence with the west line of said Auburn Avenue South 07°57'05" West, 106.56 feet to a point; thence North 85°03'27" West, 6.54 feet to a point; thence South 03°33'58" West, 58.28 feet to a point; thence on a curve to the right said curve having a radius of 15.00 feet a chord bearing South 27°56'47" East, 7.34 feet, 7.42 feet as measured along said curve to a point; thence South 03°31'00" West, 36.70 feet to a point; thence South 00°46'48" East, 4.67 feet to a point; thence on a curve to the right said curve having a radius of 15.00 feet a chord bearing South 38°25'47" West, 9.30 feet, 9.45 feet as measured along said curve to a point; thence South 03°54'19" West, 57.75 feet to a point; thence South 83°50'31" East, 4.19 feet to a point; thence on a curve to the right said curve having a radius of 10.00 feet a chord bearing South 11°59'25" East, 5.52 feet, 5.59 feet as measured along said curve to a point; thence South 04°01'37" West, 36.50 feet to a point; thence North 85°58'23" West, 5.99 feet to a point; thence South 05°58'57" West, 15.96 feet to the Place of Beginning; thence South 84°13'19" East, 6.20 feet to a point; thence South 05°33'28" West, 151.90 feet to a point; thence South 06°17'48" West, 99.79 feet to a point; thence North 84°00'58" West, 6.29 feet to a point; thence South 06°10'24" West, 1.84

feet to a point; thence North 88°38'31" West, 13.71 feet to a point; thence North 06°10'24" East, 18.73 feet to a point; thence North 83°41'36" West, 9.57 feet to a point; thence North 05°49'26" East, 52.17 feet to a point; thence South 83°41'53" East, 23.74 feet to a point; North 05°38'51" East, 130.47 feet to a point; thence North 05°49'43" East, 53.32 feet to the Place of Beginning. Containing a Total of 4,845 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:**

**1-T-3**

**Auditor's Parcel Nos.:**

**088-0008-0235-00** (088-0008-0235-00; -237 cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 7124, Pg. 601 and being more particularly described as follows:

Commencing at the intersection of the north line of Huntington Place, 50' R/W and the west line of Auburn Avenue, 60' R/W; thence with the west line of said Auburn Avenue North 06°01'18" East, 179.40 feet to a point; thence North 84°08'26" West, 17.66 feet to the Place of Beginning; thence North 84°08'26" West, 15.43 feet to a point; thence North 06°10'24" East, 10.19 feet to a point; thence South 83°49'36" East, 6.28 feet to a point; thence North 06°10'24" East, 36.86 feet to a point; thence North 83°41'36" West, 4.51 feet to a point; thence North 06°10'24" East, 6.40 feet to a point; thence South 88°38'31" East, 13.70 feet to a point; thence South 06°10'24" West, 54.46 feet to the Place of Beginning. Containing 588 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:**

**1-T-4**

**Auditor's Parcel No.:**

**088-0008-0018-00**

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 11915, Pg. 1658 and being more particularly described as follows:

Commencing at the intersection of the north line of Huntington Place, 50' R/W and the west line of Auburn Avenue, 60' R/W; thence with the north line of said Huntington Place; North 84°54'09" West, 20.00 feet to the Place of Beginning; thence continuing with the north line of said Huntington Place North 84°54'09" West, 24.14 feet to a point; thence North 06°10'24" East, 15.88 feet to a point; thence North 43°06'54" East, 19.80 feet to a point; thence North 06°10'24" East, 5.62 feet to a point; thence South 84°58'53" East, 9.74 feet to a point; thence North 05°39'51" East, 120.79 feet to a point; thence North 84°03'12" West, 10.00 feet to a point; thence North 06°10'24" East, 21.78 feet to a point; thence South 84°08'26" East, 15.43 feet to a point; thence South 06°10'24" West, 7.62 feet to a point; thence on a curve to the right said curve having a radius of 10.05 feet a chord bearing South 29°36'22" East, 10.49 feet, 11.04 feet as measured along said curve to a point; thence South 06°10'15" West, 153.75 feet to a point; thence on a curve to the right said curve having a radius of 10.00 feet a chord bearing South 45°23'44" West, 12.65 feet, 13.69 feet to the Place of Beginning. Containing 2,752 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** **1-T-5**

**Auditor's Parcel Nos.:** **088-0007-0069-00; -70; -71; -72; -73**

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to The Christ Hospital in O.R. 11223, Pg. 892 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Earnshaw Avenue 40' R/W; thence with the east line of said Auburn Avenue, North 03°58'13" East, 111.84 feet to a point; thence North 03°03'25" East, 20.56 feet to a point; thence North 02°59'08" East, 89.23 feet to a point; thence South 87°00'52" East, 4.50 feet to a point; thence South 02°59'08" West, 89.23 feet to a point; thence South 03°03'25" West, 20.60 feet; thence South 03°58'13" West, 107.65 to a point; thence South 82°24'18" East, 15.52 feet to a point; thence South 03°58'13" West, 4.51 feet to a point in the north line of said Earnshaw Avenue; thence North 82°24'18" West, 20.03 feet to the Place of Beginning. Containing 1,068 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** **2-T**

**Auditor's Parcel No.:** **088-0007-0035-00**

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to Shabbat Shalom, LLC in O.R. 14108, Pg. 1582 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the south line of Southern Avenue, 37' R/W; thence with the south line of said Southern Avenue, South 83°55'23" East, 1.89 feet to the Place of Beginning; thence South 83°55'23" East, 4.85 feet to a point; thence South 05°37'21" West, 26.70 feet to a point; thence South 06°10'24" West, 75.10 feet to a point; thence North 83°55'23" West, 7.00 feet to a point in the east line of said Auburn Avenue; thence with the east line of said Auburn Avenue, North 06°10'24" East, 99.50 feet to a point; thence North 45°38'31" East, 2.98 feet to the Place of Beginning. Containing 697 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** **3-T**

**Auditor's Parcel Nos.:** **088-0008-0124-00 (088-0008-0124-00; -125 cons.)**

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to CILO Properties, LLC in O.R. 11123, Pg. 1462 and being more particularly described as follows:

Commencing at the intersection of the south line of Huntington Place, 50' R/W and the west line of Auburn Avenue, 60' R/W; thence with the south line of said Huntington Place; North 84°54'09" West, 25.95 feet to a point; thence South 05°26'53" West, 0.89 feet to the Place of Beginning; thence South 84°33'07" East, 7.05 feet to a point; thence on a curve to the right said curve having a radius of 9.00 feet a chord bearing South 41°38'23" East, 12.27 feet, 13.50 feet as measured along said curve to a point; thence South 01°44'03" West, 63.25 feet to a point; thence South 84°35'44" East, 1.00 feet to a point; thence South 01°55'04" West, 55.17 feet to a point; thence North 84°22'59" West, 14.94 feet to a point; thence North 04°55'08" East, 122.03 feet to a point; thence North 84°54'41" West, 8.47 feet to a point; thence North 05°26'53" East, 4.53 feet to the Place of Beginning. Containing 1,116 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** 4-T  
**Auditor's Parcel No.:** 088-0008-0249-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to Medulla Oblongata Property Holdings, LLC in O.R. 12315, Pg. 1034 and being more particularly described as follows:

Commencing at the intersection of the south line of Huntington Place, 50' R/W and the west line of Auburn Avenue, 60' R/W; thence with the west line of said Auburn Avenue the following two courses; South 06°10'24" West, 74.06 feet to a point; thence South 05°58'06" West, 53.54 feet to the Place of Beginning; thence South 05°58'06" West, 19.97 feet to a point; thence South 87°12'52" West, 14.77 feet to a point; thence North 05°06'23" East, 22.13 feet to a point; thence South 84°22'59" East, 14.93 feet to the Place of Beginning. Containing 311 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** 5-T  
**Auditor's Parcel Nos.:** 088-0007-0020-90 (088-0007-0020-00; -21; -22; -109; -125; -126 cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to Hamilton County Board of Commissioners in D.B. 2451, Pages 54, 315, 343 and 491 and D.B. 2457, Page 56 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Bodmann Avenue, 50' R/W; thence with the north line of said Bodmann Avenue, South 84°06'54" East, 7.31 feet to the Place of Beginning; thence North 11°15'33" East, 5.31 feet to a point; thence on a curve to the left said curve having a radius of 726.96 feet a chord bearing North 06°23'25" East, 118.02 feet, 118.15 feet as measured along said curve to a point; thence North 01°44'03" East, 72.67 feet to a point; thence North 01°54'03" East, 6.56 feet to a point; thence North 03°04'03" East, 29.59 feet to a point; thence North 03°03'00" East, 5.76 feet to a point; thence North 05°01'34" East, 0.30 feet to a point; thence South 82°52'21" East, 14.79 feet to a point; thence South 14°03'30" East, 23.83 feet to a point; thence South 04°26'18" East, 31.28 feet to a point; thence South 01°57'47" West, 109.32 feet to a point; thence South 13°13'00" West, 76.00 feet to a point in the north line of said Bodmann Avenue, thence with the north line of said Bodmann Avenue, North 84°06'54" West, 20.38 feet to the Place of Beginning. Containing 5,649 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** 7-T  
**Auditor's Parcel No.:** 088-0007-0002-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to ORI Associates, LLC in O.R. 12974, Pg. 602 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Dorchester Avenue, 50' R/W; thence with the north line of said Dorchester Avenue, South 84°02'08" East, 100.00 feet to a point being 0.46 feet north of an existing iron pin; thence; North 05°58'06" East, 26.85 feet to the Place of Beginning; thence North 05°58'06" East, 23.50 feet to a point; thence on a curve to the left, said curve having a radius of 169.00 feet a chord bearing South 58°06'20" East, 45.83 feet, 45.97 feet as measured along said curve to a point; thence South 05°58'06" West, 20.93 feet to a point; thence on a curve to the right said curve having a radius of 189.00 feet a chord bearing North 61°04'20" West, 44.76 feet to the Place of Beginning. Containing 908 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** 8-T  
**Auditor's Parcel No.:** 088-0007-0003-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to James Gill in D.B. 3935, Pg. 272 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Dorchester Avenue, 50' R/W; thence with the north line of said Dorchester Avenue, South 84°02'08" East, 141.22 feet to a point being 0.46 feet north of an existing iron pin; thence; North 05°58'06" East, 9.38 feet to the Place of Beginning; thence North 05°58'06" East, 20.93 feet to a point; thence on a curve to the left said curve having a radius of 169.00 a chord bearing South 70°23'02" East, 26.43 feet, 26.46 feet as measured along said curve to a point; thence South 64°34'52" East, 41.83 feet to a point; thence South 05°58'06" West, 9.01 feet to a point; thence North 81°23'03" West, 20.60 feet to a point; thence on a curve to the right, said curve having a radius of 189.00 feet a chord bearing North 74°43'56" West, 45.14 feet, 45.25 feet as measured along said curve to the Place of Beginning. Containing 1,116 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey performed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** 9-T-1  
**Auditor's Parcel Nos.:** 094-0006-0224-00 (094-0006-0224-00 through -0227)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio, and being all of Lot 29 and part of Lots 26 and 28 of the F.G. and Frank Huntington Subdivision as recorded in Plat Book 13, Page 135 H.C.R.O. and being more particularly described as follows:

Beginning at the intersection of the southwest corner of said Lot 29 and the north line of Sycamore Street, 70' R/W; thence North 05°56'07" East, 42.10 feet to a point in the south line of Dorchester Avenue, 40' R/W; thence with the south line of said Dorchester Avenue, South 84°03'53" East, 37.18 feet to a point; thence South 05°39'15" West, 32.35 feet to a point in the north line of said Sycamore Street; thence with the north line of said Sycamore Street, South 81°18'30" West, 38.59 feet to the Place of Beginning. Containing 1,387 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record.

**Project Parcel:** 9-T-2  
**Auditor's Parcel Nos.:** 094-0006-0224-00 (094-0006-0224-00 through -0227)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 26 of the F.G. and Frank Huntington Subdivision as recorded in Plat Book 13, Page 135 H.C.R.O. and being more particularly described as follows:

Beginning at the intersection of the south line of Dorchester Avenue, 40' R/W and the North line of Sycamore Street, 70' R/W; thence with the north line of said Sycamore Street, South 64°45'09" West, 19.35 feet to a point; thence North 04°58'18" East, 10.02 feet to a point in the south line of said Dorchester Avenue; thence with the south line of said Dorchester Avenue, South 84°03'53" East, 16.72 feet to the Place of Beginning. Containing 84 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record.

**Project Parcel:** 10-T  
**Auditor's Parcel No.:** 088-0007-0004-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to Donald Blaire Frodge, Jr. in O.R. 7675, Pg. 1727 and being more particularly described as follows:

{00330789-2}



Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Dorchester Avenue, 50' R/W; thence with the north line of said Dorchester Avenue, South 84°02'08" East, 206.35 feet to the Place of Beginning; thence North 05°58'06" East, 10.14 to a point; thence South 73°11'38" East, 35.08 feet to a point; thence South 81°23'03" East, 25.03 feet to a point; thence South 06°00'32" West, 2.38 feet to a point in the north line of said Dorchester Avenue; thence with the north line of said Dorchester Avenue, North 84°02'08" West, 59.45 feet to the Place of Beginning. Containing 310 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** 11-T

**Auditor's Parcel Nos.:** 088-0007-0097-00; -132

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to Merk Holdings OH 1, LLC in O.R. 14121, Pg. 3045 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the north line of Southern Avenue 37' R/W; thence with the east line of said Auburn Avenue, North 05°37'21" East, 44.52 feet to the Place of Beginning; thence North 05°37'21" East, 12.25 to a point; thence South 83°26'20" East, 4.77 feet to a point; thence South 05°32'24" West, 12.25 feet to a point; thence North 83°26'20" West, 4.79 feet to the Place of Beginning. Containing 59 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcel:** 12-T

**Auditor's Parcel Nos.:** 088-0007-0104-00 (088-0007-0104-00; -107 cons.)

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of a tract conveyed to 2112 Ave Mt Auburn Holdings, LLC in O.R. 14121, Pg. 2574 and being more particularly described as follows:

Commencing at the intersection of the east line of Auburn Avenue, 60' R/W and the south line of Earnshaw Avenue 40' R/W; thence with the east line of said Auburn Avenue, South 05°37'21" West, 74.69 feet to the Place of Beginning; thence South 83°26'20" East, 4.70 feet to a point; thence South 05°32'24" West, 46.31 feet to a point; thence North 83°26'20" West, 4.77 feet to a point in the east line of said Auburn Avenue; thence with the east line of said Auburn Avenue, North 05°37'21" East, 46.31 feet to the Place of Beginning. Containing 219 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**Project Parcels:** 13-T-1 & 13-T-2

**Auditor's Parcel Nos.:** 094-0006-0220-00; 094-0006-0221-00; 094-0006-0222-00; & 094-0006-0223-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio, and being all of Lot 30 and part of Lot 31 of the F.G. and Frank Huntington Subdivision as recorded in Plat Book 13, Page 135 H.C.R.O. and being more particularly described as follows:

Beginning at the intersection of the southeast corner of said Lot 30 and the north line of Sycamore Street, 70' R/W; thence with the north line of said Sycamore Street, South  $81^{\circ}18'30''$  West, 48.09 feet to a point; thence North  $05^{\circ}56'07''$  East, 54.24 feet to a point in the south line of Dorchester Avenue, 40' R/W; thence with the south line of said Dorchester Avenue, South  $84^{\circ}03'53''$  East, 46.53 feet to a point; thence South  $05^{\circ}56'07''$  West, 42.10 feet to the Place of Beginning. Containing 2,241 square feet of land more or less. Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record.

**February 3, 2021**

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

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

**202100562**

**Subject: Emergency Ordinance – E. Freedom Way Public Improvements TIF Project**

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Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the establishment of new capital improvement program project account no. 980x164x211638, “E. Freedom Way Public Improvements – TIF,” for the purpose of providing resources to facilitate the construction of various public improvements related to the closure of a portion of East Freedom Way and creation of a pedestrian plaza; **AUTHORIZING** the transfer and appropriation of \$150,000 from the unappropriated surplus of Downtown South/Riverfront Equivalent Fund 481 to newly established capital improvement program project account no. 980x164x211638, “E. Freedom Way Public Improvements - TIF,” for the purpose of providing resources to facilitate the construction the various public improvements related to the closure of a portion of East Freedom Way and creation of a pedestrian plaza including, but not limited to, removable bollards placed in the street to prevent vehicular access to the area and minor electrical work to provide power to the area; **DECLARING** expenditures from capital improvement program project account no. 980x164x211638, “E. Freedom Way Public Improvements – TIF,” to be for a public purpose because the projects will foster local improvements and investment and increase neighborhood vitality.

Approval of this Emergency Ordinance creates a new project account and appropriates \$150,000 from the Downtown South/Riverfront Equivalent Fund 481 to such account for the purpose of providing resources for public improvements related to the closure of the easternmost block of East Freedom Way for the creation of a pedestrian plaza. Such public improvements include, but are not limited to, removable bollards placed in the street to prevent vehicular access to the area and minor electrical work to provide power to the area. The goal of this closure and investment is to foster investment and increase neighborhood vitality—including increased patronage of businesses located at The Banks.

The City is working in partnership with The Banks Community Authority (BCA) on this project to close the easternmost block of Freedom Way to create a pedestrian plaza. Additionally, the City is working with the BCA to establish a designated

outdoor refreshment area (DORA) at The Banks. The BCA will manage and operate both the DORA and the proposed pedestrian plaza.

The overall project budget for creation of the pedestrian plaza is currently estimated at \$750,000. If this legislation is approved, the City's contribution will be \$150,000, and the remainder will be contributed either from private sources or the BCA.

The City Administration presented the proposed closure of the portion of East Freedom Way and the DORA proposal to the Board of the Downtown Residents Council on January 11, 2021 and received their support. A letter of support has been submitted to the Cincinnati Planning Commission for the proposed closure. At the time of presentation, no City funding was expected to be needed for the conversion of East Freedom Way to a pedestrian plaza. However, following that meeting the City received word from the BCA that \$150,000 would be needed to fund public infrastructure associated with the closure. Once that was known, the City Administration provided an update and details of the proposed appropriation and expenditures to the Downtown Residents Council and, as of this writing, has offered to present additional details on the proposed expenditure to the Downtown Residents Council at their first meeting in early February.

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

The reason for the emergency is the immediate need to provide necessary financing in order to immediately begin construction to meet the April 1, 2021 construction deadline.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



## **EMERGENCY**

**CMZ**

**- 2021**

**AUTHORIZING** the establishment of new capital improvement program project account no. 980x164x211638, “E. Freedom Way Public Improvements – TIF,” for the purpose of providing resources to facilitate the construction of various public improvements related to the closure of a portion of East Freedom Way and creation of a pedestrian plaza; **AUTHORIZING** the transfer and appropriation of \$150,000 from the unappropriated surplus of Downtown South/Riverfront Equivalent Fund 481 to newly established capital improvement program project account no. 980x164x211638, “E. Freedom Way Public Improvements - TIF,” for the purpose of providing resources to facilitate the construction the various public improvements related to the closure of a portion of East Freedom Way and creation of a pedestrian plaza including, but not limited to, removable bollards placed in the street to prevent vehicular access to the area and minor electrical work to provide power to the area; **DECLARING** expenditures from capital improvement program project account no. 980x164x211638, “E. Freedom Way Public Improvements – TIF,” to be for a public purpose because the projects will foster local improvements and investment and increase neighborhood vitality.

**WHEREAS**, pedestrian access and walkability are important components of a thriving neighborhood and foster economic development; and

**WHEREAS**, the E. Freedom Way Public Improvements are in accordance with the “Live” goal to “Build a robust public life” and strategy to “Develop and maintain inviting and engaging public spaces that encourage social interaction between different types of people” as described on pages 149-152 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the new capital improvement program project account no. 980x164x211638, “E. Freedom Way Public Improvements – TIF,” is hereby established for the purpose of providing resources to facilitate the construction of various public improvements related to the closure of a portion of East Freedom Way and creation of a pedestrian plaza.

Section 2. That the transfer and appropriation of the sum of \$150,000 from the unappropriated surplus of Downtown South/Riverfront Equivalent Fund 481 to newly established capital improvement program project account no. 980x164x211638, “E. Freedom Way Public Improvements – TIF,” to provide resources to facilitate the construction of various public

improvements related to the closure of a portion of East Freedom Way and creation of a pedestrian plaza including, but not limited to, removable bollards placed in the street to prevent vehicular access to the area and minor electrical work to provide power to the area (collectively, the “E. Freedom Way Public Improvements”), is hereby authorized.

Section 3. That Council hereby declares that the E. Freedom Way Public Improvements constitute a “Public Infrastructure Improvement” (as defined in Section 5709.40(A)(8) of the Ohio Revised Code), that will benefit and/or serve the District 2-Downtown South/Riverfront TIF District Incentive District, subject to compliance with ORC Sections 5709.40 through 5709.43.

Section 4. That expenditures from capital improvement program project account no. 980x164x211638, “E. Freedom Way Public Improvements – TIF,” are hereby declared to serve a public purpose because the projects will foster local improvements and investment and increase neighborhood vitality.

Section 5. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of Sections 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 necessary financing in order to immediately begin construction to meet the April 1, 2021 construction deadline.

Passed: \_\_\_\_\_, 2021

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

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

February 3, 2021

To: Mayor and Members of City Council

202100574

From: Paula Boggs Muething, City Manager

Subject: **REPEAL AND REPLACE ORDINANCE APPROVING  
APPLICATION FOR THE CREATION OF A DESIGNATED  
OUTDOOR REFRESHMENT AREA**

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Attached is an Emergency Ordinance captioned as follows:

**REPEALING AND REPLACING** Ordinance No. 23-2021, passed by Cincinnati City Council on January 21, 2021, in order to **APPROVE** an application for the creation of a designated outdoor refreshment area to be known as the “DORA at The Banks,” pursuant to Chapter 838 of the Cincinnati Municipal Code, “Outdoor Refreshment Areas,” and to **AUTHORIZE** the City Manager to take all necessary and proper actions to provide for the operation and maintenance of the designated outdoor refreshment area.

### **PURPOSE OF ORDINANCE**

The purpose of this ordinance is to remedy a procedural issue with Ordinance No. 23-2021 passed by City Council on January 21, 2021 regarding an application for the creation of a designated outdoor refreshment area at The Banks. Ohio Revised Code 4301.82 requires the application for a designated outdoor refreshment area to be on file at the Clerk’s office for a period of thirty days following initial publication of notice prior to approval by a legislative authority. As notice for the DORA at The Banks was originally published on December 29, 2020, the January 21<sup>st</sup> ordinance did not fulfill the timing requirements. Therefore, this ordinance repeals and replaces the prior ordinance with a duplicate version. The only change from the original ordinance is to update the application address information for Qualified Permit Holders, which was requested by the Ohio Department of Commerce Liquor Division. The transmittal for Ordinance No. 23-2021 is attached as Attachment A for reference.

### **RECOMMENDATION**

The Administration recommends approval of this Emergency Ordinance.

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

**Attachment A: Transmittal for Ordinance No. 23-2021**

[Attached]



December 16, 2020

To: Mayor and Members of City Council 202002309

From: Paula Boggs Muething, City Manager

Subject: **APPLICATION FOR THE CREATION OF A DESIGNATED  
OUTDOOR REFRESHMENT AREA AT THE BANKS**

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Attached is an Emergency Ordinance captioned as follows:

**APPROVING** an application for the creation of a designated outdoor refreshment area to be known as “DORA at The Banks,” pursuant to Chapter 838 of the Cincinnati Municipal Code, “Outdoor Refreshment Areas,” and **AUTHORIZING** the City Manager to take all necessary and proper steps to provide for the operation and maintenance of the designated outdoor refreshment area.

### **SUMMARY AND BACKGROUND**

Ohio Revised Code (“**ORC**”) 4301.82, initially enacted in 2015, allows the executive officer of a municipal corporation to submit an application to its legislative authority for establishment of a designated outdoor refreshment area (“**DORA**”). In 2015, City Council enacted Chapter 838 of the Cincinnati Municipal Code (“**CMC**”), “Outdoor Refreshment Areas,” to provide for the creation of DORAs within the City of Cincinnati.

This submitted legislation contains an application for the creation of a DORA at The Banks covering the area depicted in Attachment A, encompassing the Banks development, Great American Ball Park, Paul Brown Stadium, the National Underground Railroad Freedom Center, the Heritage Bank Center, and the soon to be completed Andrew J. Brady Icon Music Center.

### **PROJECT DESCRIPTION**

Approval of this DORA will allow participating bars, restaurants, and other vendors to sell alcoholic beverages in designated plastic cups, plastic bottles, or other plastic containers to patrons. Patrons will then be legally allowed to depart the establishment or site where the beverage was purchased and move freely around outside within the DORA area and with that beverage. The designated plastic cups (or other plastic containers) will be sold by brick and mortar establishments and may

also be sold by other approved outdoor vendors, such as for special events. All vendors must still maintain required liquor permits to sell alcohol in accordance with state law. All property owners and establishments have the option of opting-out of participating in the DORA. In accordance with state law, patrons may only leave establishments with alcoholic beverages in the designated plastic cups, plastic bottles, or other approved plastic containers. Further, no outside alcoholic drinks are permitted—meaning only alcoholic drinks that are purchased in the designated plastic cup, plastic bottle, or other plastic containers and from a properly permitted vendor may be enjoyed outside in the DORA.

The DORA is being launched in partnership with the Banks Community Authority, a new community authority created by City Council under Resolution 49-2018, passed September 6, 2018 pursuant to ORC Chapter 349 (the “BCA”). The BCA, which was created to drive increased patronage and investment at the Banks, will contract with the City to provide operational and management services for the DORA. This will entail overseeing the production; distribution; and sale of designated plastic cups, plastic bottles, or other approved plastic containers and also will include provision of security and sanitation services to ensure a safe and clean public space. At this time, the BCA already provides a host of services and amenities to enhance the area and will generate revenues for operating through the sale of the designated cups. Therefore, by contracting with the BCA for operational and management services of the DORA, the City will be able to operate the DORA safely, efficiently, and without any ongoing increased financial commitment by the City.

#### **APPROVAL PROCESS, PUBLIC NOTICE, AND COMMUNITY ENGAGEMENT**

In accordance with state and local law, this application is being introduced to City Council for consideration, and the City Administration will be publishing public notice of this application. Under state law, City Council is required to then approve or disapprove of the application no less than thirty days and no more than sixty days from publication of notice. The City Administration has been deeply engaged with stakeholders at the Banks in assembling the proposed application and will continue that engagement process with community groups and stakeholders prior to seeking Council approval on this application in early 2021.

#### **PROJECT RATIONALE**

The goal of the DORA is to further enhance the City’s riverfront area as a destination for urban living, tourism, work, and entertainment. By building off the synergy created by a thriving urban neighborhood adjacent to Paul Brown Stadium, Great American Ballpark, the Heritage Center, the National Underground Railroad Freedom Center, the brand new Andrew J. Brady Icon Music Center, and a world-class City Park, the DORA is intended to not only support existing businesses in the DORA but to attract additional business and investment to the area.

**RECOMMENDATION**

The Administration recommends approval of this Emergency Ordinance.

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

**Attachment A: Proposed DORA at The Banks Boundary**



EMERGENCY

City of Cincinnati

TJL

AWB

An Ordinance No. \_\_\_\_\_ - 2021

**REPEALING AND REPLACING** Ordinance No. 23-2021, passed by Cincinnati City Council on January 21, 2021, in order to APPROVE an application for the creation of a designated outdoor refreshment area to be known as the “DORA at The Banks,” pursuant to Chapter 838 of the Cincinnati Municipal Code, “Outdoor Refreshment Areas,” and to AUTHORIZE the City Manager to take all necessary and proper actions to provide for the operation and maintenance of the designated outdoor refreshment area.

WHEREAS, the City Council enacted Ordinance No. 23-2021 on January 21, 2021, prior to the conclusion of the 30-day public notice period mandated by Ohio Revised Code (“R.C.”) Section 4301.82; and

WHEREAS, the Council has determined that it is appropriate to repeal the entirety of Ordinance No. 23-2021 and to enact this ordinance in replacement thereof, such public notice period having concluded; and

WHEREAS, pursuant to R.C. Section 4301.82, municipal corporations are authorized, upon application by their executive officers, to designate certain areas within their borders as designated outdoor refreshment areas (“DORAs”); and

WHEREAS, in furtherance of this state authorization, the Council enacted Chapter 838 of the Cincinnati Municipal Code (“CMC”), “Outdoor Refreshment Areas,” to provide for the creation of DORAs within the City; and

WHEREAS, the City Manager has submitted a proper application pursuant to R.C. Section 4301.82 and CMC Chapter 838 requesting the creation of a DORA within the area commonly known as The Banks (the “Application”) to be known as the “DORA at The Banks,” and Council has received the Application; and

WHEREAS, notice of the Application was published once in a newspaper of general circulation within the City, which notice indicated that the Application is on file with the Clerk of Council and is available for inspection; and

WHEREAS, the Application demonstrates that the creation of the proposed DORA will strengthen the Central Business District and encourage further economic growth at The Banks; and

WHEREAS, Council deems it necessary and advisable to create the DORA at The Banks to aid in the attraction and retention of new patrons and visitors to the establishments at The Banks and to encourage economic growth within the district; and

WHEREAS, the Mayor and Council have reviewed the Application and determined that the creation and designation of the DORA at The Banks conforms to the applicable requirements of R.C. Section 4301.82 and CMC Chapter 838; and

WHEREAS, it is in the public interest of the City to approve the Application and create the DORA at The Banks; and

WHEREAS, the proper operation and management of the DORA at The Banks is also in the interests of the City and the health, safety, and public welfare of its residents and is in accordance with the provisions of applicable federal, state, and local laws and requirements; and

WHEREAS, accordingly, the City desires to enter into one or more agreements necessary to provide for and obtain operational and management services for the DORA at The Banks, subject to any and all terms and conditions that the City Manager or his or her designee finds appropriate; now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati:

Section 1. That Ordinance No. 23-2021, passed by Council on January 21, 2021, is hereby repealed.

Section 2. That Council hereby approves the City Manager's application for the creation of a designated outdoor refreshment area ("DORA"), attached hereto as Attachment A and incorporated herein by reference ("Application"), upon finding that the Application contains all information required by Ohio Revised Code ("R.C.") Section 4301.82 and Cincinnati Municipal Code ("CMC") Section 838.03, and upon further finding that the Application meets the requirements of those sections in all respects, including the requirement that the proposed DORA contain no fewer than four qualified permit holders and the requirement that the Application provide evidence that the uses of land within the proposed DORA are in accordance with the City's master zoning plan.

Section 3. That, accordingly, Council designates the area depicted on page 1 of the Application and incorporated herein by reference as a DORA for the purposes of R.C. Sections 4301.62 and 4301.82, and CMC Chapter 838, which DORA shall be known as the "DORA at The



Banks,” and which DORA shall contain all of the street addresses and parcels listed on Exhibit A of the Application, incorporated herein by reference.

Section 4. That the DORA shall be identified by signage sufficient to define its boundaries and to put the public on notice of the special laws, rules, and regulations governing it, which signage shall be comprised of no less than 30 signs placed strategically, spaced no more than 1,000 feet apart along the DORA’s border, and made conspicuous to drivers and pedestrians.

Section 5. That the DORA’s hours of operation shall be fixed at 11:00AM to 1:00AM the following day, Monday through Sunday; provided that the City Manager, or his or her designee, may, upon due and proper notice to permit holders within the district, temporarily suspend the DORA’s operations as necessary to provide for the public health, safety, or welfare.

Section 6. That Council finds the initial estimated number of personnel needed to ensure public safety within the DORA is forty patrol officers and supervisors, which personnel consists of existing patrols that service the area and which personnel is estimated to include at least one patrol officer dedicated to patrolling the DORA during its hours of operation; provided, however, that this estimate shall not in any way limit the City Manager’s authority to authorize personnel levels that deviate from this estimate as necessary to meet actual operational and public safety needs.

Section 7. That Council adopts the sanitation plan set forth on page 2 of the Application and incorporated herein by reference to maintain the appearance and public health of the area, and Council finds that the initial estimated number of personnel need to implement the sanitation plan is one staff member per truck per day with one to two truck runs required per day; provided, however, that the City Manager may adjust the sanitation plan and authorize personnel levels that

deviate from the staffing estimate to meet actual operational needs and to provide for the public health, safety, and welfare.

Section 8. That all beer and intoxicating liquor served within the DORA for off-premises consumption within the DORA may only be served in official plastic bottles or other plastic containers approved by the City Manager or his or her designee and provided by qualified permit holders. No other container may be used to serve beer or intoxicating liquor for off-premises consumption within the DORA, unless previously approved in writing by the City Manager or his or her designee.

Section 9. That the City Manager or his or her designee is authorized to take all necessary and proper actions to ensure the DORA is operated and maintained in a clean and safe manner and with regard for the health, safety, and welfare of businesses, residents, visitors, and other persons who are impacted by the operation and maintenance of the DORA, which authorization specifically includes but is not limited to:

- a. taking all necessary and proper actions to install the signage authorized by Section 4 of this Ordinance; and
- b. taking all necessary and proper actions to enforce the hours of operation established by Section 5 of this Ordinance; and
- c. taking all necessary and proper actions to provide for public safety within the DORA as provided in Section 6 of this Ordinance; and
- d. taking all necessary and proper actions to implement the sanitation plan established by Section 7 of this Ordinance; and
- e. establishing additional rules and regulations for the operation of the DORA as deemed necessary for public health, safety, or operational purposes; and
- f. subject to any and all terms and conditions that the City Manager or his or her designee finds appropriate, executing any and all agreements or documentation as are necessary to provide for and obtain operational and management services for the DORA at The Banks and to accept donations of monies, goods, or in-kind services used to provide such services, which agreements may include, but are not limited to, one or more



agreements with the Banks Community Authority for the provision of operational or management services within the area.

Section 10. That, pursuant to CMC Section 838.05(A) and R.C. Section 4301.82(I)(1), within five years following the effective date of this Ordinance, Council shall review the operations of the DORA to determine whether to permit its ongoing operation, under either the same or modified requirements, or whether to dissolve it in accordance with CMC Section 838.05(A) and R.C. Section 4301.82(I)(1).

Section 11. That the Clerk of Council is hereby instructed forthwith to provide notice of the creation of the DORA at The Banks, as required by R.C. Section 4301.82(C), to the Ohio Division of Liquor Control and the Investigative Unit of the Department of Public Safety.

Section 12. That Council authorizes the proper City officials to take all necessary and proper actions to fulfill the terms of this ordinance.

Section 13. 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 create the “DORA at The Banks” in order for qualified license holders and businesses to prepare for the operational and maintenance needs of the new designated outdoor refreshment area.

Passed: \_\_\_\_\_, 2021

\_\_\_\_\_  
Mayor

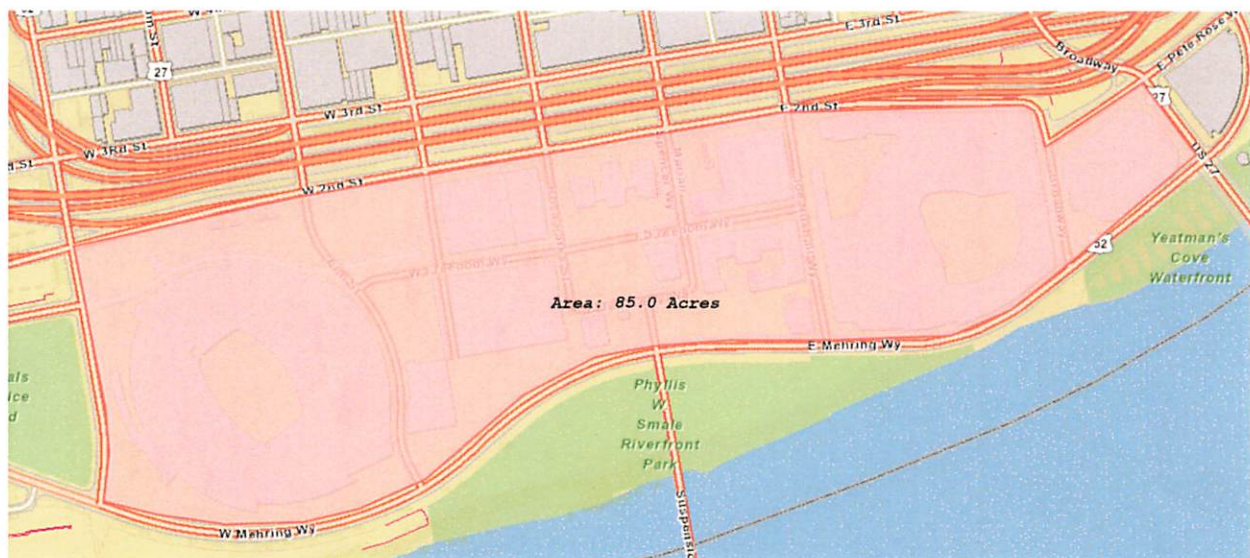
Attest: \_\_\_\_\_  
Clerk

**ATTACHMENT A**

# APPLICATION FOR ESTABLISHMENT OF A DESIGNATED OUTDOOR REFRESHMENT AREA

Pursuant to Section 4301.82 of the Ohio Revised Code (“**ORC**”), Paula Boggs Muething, the City Manager and chief executive officer of the City of Cincinnati, respectfully submits this application to City Council for designation and approval of the area depicted and described below as an outdoor refreshment area (referred to herein as the “**DORA**”), with such area generally encompassing the neighborhood known as The Banks and also including Great American Ball Park, Paul Brown Stadium, National Underground Railroad Freedom Center, the Heritage Bank Center, and the soon to be completed Andrew J. Brady Icon Music Center.

## Boundaries of the DORA:



The DORA will cover the above-depicted approximately 85 acre area, described more particularly as follows: Beginning in the southeast corner of the intersection of Central Avenue and West Second Street, then proceeding east along the southern edge of Second Street to the intersection of Second Street and Joe Nuxhall Way; then proceeding east along Johnny Bench Way to the intersection with East Pete Rose Way; then proceeding further east along the southern edge of East Pete Rose Way and adjacent to the Heritage Bank Center to the intersection with Route 27; then proceeding south to the intersection with Route 52 (also known as Mehring Way); then proceeding west along Route 52 to the intersection of Central Avenue; then north to the intersection of West Second Street and Central Avenue, the place of beginning. Notwithstanding the forgoing, the exact operational boundaries of the DORA may be adjusted or more specifically delineated in the City Manager’s discretion in order to accommodate existing improvements or for health, safety, or other reasonable operational purposes.

A list of all parcels and street addresses included in the DORA are listed below in Exhibit A.

## **Overview of DORA and Operations**

The goal of the DORA is to further enhance the City's riverfront area as a destination for urban living, tourism, work, and entertainment. By building off the synergy created by a thriving urban neighborhood adjacent to Paul Brown Stadium, Great American Ballpark, the Heritage Center, the National Underground Railroad Freedom Center, the brand new Andrew J. Brady Icon Music Center, and a world-class City Park, the DORA is intended to not only support existing businesses in the DORA but to attract additional business and investment to the area.

Approval of the DORA will allow participating bars, restaurants, and other vendors to sell alcoholic beverages in designated plastic cups, plastic bottles, or other plastic containers to patrons. Patrons will then be legally allowed to depart the establishment or site where the beverage was purchased and move freely around outside within the DORA area and with that beverage. The designated plastic cups (or other plastic containers) will be sold by brick and mortar establishments and may also be sold by other approved outdoor vendors, such as for special events. All vendors must still maintain required liquor permits to sell alcohol in accordance with state law. All property owners and establishments have the option of opting-out of participating in the DORA. In accordance with state law, patrons may only leave establishments with alcoholic beverages in the designated plastic cups, plastic bottles, or other approved plastic container. Further, no outside alcoholic drinks are permitted—meaning only alcoholic drinks that are purchased in the designated plastic cup, plastic bottle, or other plastic containers and from a properly permitted vendor in the DORA may be enjoyed outside. Signage, as further described below, will inform patrons of the rules and boundaries of the DORA.

The DORA is being launched in partnership with the Banks Community Authority, a new community authority created by City Council under Resolution 49-2018, passed September 6, 2018 pursuant to ORC Chapter 349 (the "BCA"). The BCA, which was created to drive increased patronage and investment at the Banks, will contract with the City to provide operational and management services for the DORA. This will entail overseeing the production; distribution; and sale of designated plastic cups, plastic bottles, or other approved plastic containers and also include provision of security and sanitation services to ensure a safe and clean public space.

The BCA is governed by a board of trustees comprised of private and public stakeholders and was designed as a financially self-sustaining organization to fund marketing efforts and placemaking initiatives that both drive traffic to the Banks and enhance the vibrancy of the area. Currently, the BCA is primarily funded by a small surcharge on food and beverage purchases made at the Banks. The BCA's DORA operations will be in-part financed through these existing resources and from revenue collected through the sale of the designated plastic containers. At this time, the BCA already provides a host of services and amenities to enhance the area; therefore, by contracting with the BCA for operational and management services of the DORA, the City will be able to operate the DORA safely, efficiently, and without any ongoing increased financial commitment by the City.

## **Public Health and Safety**

The City of Cincinnati and the BCA are committed to ensuring the health and safety of patrons of the DORA and cleanliness of the area; therefore, in the contract between the City and the BCA for operation of the DORA, the BCA will agree to provide any additional security or sanitary services needed in excess of the current city-provided police and sanitation services.

The City currently has forty patrol officers on staff in the Central Business District, and on any given shift, there are 2 sergeants and 6-9 police officers on duty. Additionally, there are up to four daily additional officers patrolling the Central Business District, including the Banks, by bike. Finally, there is a Cincinnati Police Department substation located on E. Freedom Way within the DORA. This level of staffing is believed to be adequate to ensure public safety in the DORA; however, during the opening months of the DORA in the spring and summer of 2021 the BCA will be providing increased police visibility during peak operating evening hours. These services will be provided by the BCA through the hiring of off-duty Cincinnati police officers, similar to a special event detail. Further, the City and BCA will continually assess the public safety needs on an ongoing basis, and the BCA will agree to provide additional security detail as deemed necessary in the City's reasonable discretion.

The City's Department of Public Services ("DPS") empties the public trash receptacles in the DORA daily and adds a secondary run during large events, such as game days. Each run requires one staff member per truck. There are multiple trash receptacles located on corners in the highest trafficked intersections/areas of the Banks. Additionally, the City currently provides daily street sweeping in the DORA. In addition to the City's sanitation services, through a shared services agreement, the BCA and the tenants at the Bank's provide supplementary cleaning services and have a single staff person on-site daily providing these services. Similar to the security needs, the City and BCA will continue with the current level of services, and the City believes the current DPS staffing levels and services in conjunction with the supplementary cleaning services are sufficient to adequately maintain the appearance and public health in the DORA. However, the City and BCA will continually assess the service levels and staffing needs and the BCA will provide any supplementary cleaning and sanitation services needed to keep the DORA area in a clean, safe, and sanitary state. The BCA will agree to increase staffing as needed to meet this standard.

## **Hours of Operation**

The DORA will operate from 11:00 AM- 1:00 AM Monday through Sunday. Notwithstanding anything herein to the contrary, the City Manager will retain the discretion to temporarily suspend the operations of the DORA or alter operational parameters at his or her sole discretion if determined necessary for public health, safety, or welfare.

## **Signage**

In accordance with ORC 4301.82(F), clearly marked signs will delineate all boundaries of the DORA. Additionally, signage will be placed within the DORA to notify patrons of the rules of operation. This signage will be a mix of “sidewalk tattoos,” which will be printed on the sidewalk and traditional signage. The sidewalk tattoos are semi-permanent adhesives that are placed on the sidewalk. Examples of existing sidewalk tattoos as well as proposed DORA sidewalk tattoo and signage designs are depicted in Exhibit B. The signage will be paid for and maintained by the BCA throughout the life of the DORA.

The proposed plan for signage is to include street signage and tattoos along the boundaries of the DORA, with traditional signage located at intersections and street tattoos in between intersections, with an estimated fifty signs needed to clearly demarcate the boundary for an average of one sign every 200 feet along the boundary. Additional signs will be added in the interior to demarcate operational boundaries, as determined necessary by the City Manager. Approximately twenty or more interior traditional signs notifying patrons of the DORA rules will be posted, generally with one sign on each block. The numbers of signs and spacing may be increased or decreased in the City Manager’s discretion, and the City and BCA will assess the need for changes to signage on an ongoing basis.

## **Additional Rules and Requirements**

The City Manager may establish additional rules and regulations for operation of the DORA and will update such rules and regulations from time to time as deemed necessary for public health, safety, or operational purposes; provided however, such rules will always require that all alcoholic drinks served to be consumed outside of establishments within the DORA shall be served in a designated plastic cup, plastic bottle, or other plastic container.

## **Special Events**

The DORA will provide additional flexibility for events at the Banks. The City Manager will work with the BCA to develop operational parameters for hosting special events within the DORA that balance interests of all stakeholders.

## Nature of Establishments

In accordance with ORC 4301.82(B)(2), the nature and types of establishments that will be located within the DORA are a broad array of institutions, businesses, and uses—including two professional sports stadiums, a museum, an indoor arena, portions of Smale Riverfront Park, offices, retail, hotel, residences, and numerous drinking and dining establishments. There is no intention of changing the nature and types of establishments in the area. Instead, once operational, the DORA will support this existing eclectic mix of establishments by attracting additional customers, residents, and workers. A current list of existing establishments is below:

Name	Address	Street	Zip	Category	Qualified Permit Holder?
Great American Ball Park	100	Joe Nuxhall Way	45202	Entertainment & Sports Stadium	Yes
Galla Park	175	Joe Nuxhall Way	45202	Dining/Bars	Yes
The Holy Grail Tavern and Grille	161	Joe Nuxhall Way	45202	Dining/Bars	Yes
Joella's Hot Chicken	180	E Freedom Way	45202	Dining/Bars	Yes
Tin Roof	160	E Freedom Way	45202	Dining/Bars	Yes
Ruth's Chris Steak House	100	E Freedom Way	45202	Dining/Bars	Yes
Street Corner Market at the Banks	160	Marian Spencer Way	45202	Convenience Store	No
Planet Fitness	145	2nd Street	45202	Gym	No
Smothie King	155	2nd Street	45202	Dining/Bars	No
Condado Tacos	195	E Freedom Way	45202	Dining/Bars	Yes
The Stretch	191	E Freedom Way	45202	Dining/Bars	Yes
Jimmy John's	171	E Freedom Way	45202	Dining/Bars	No
BurgerFi	161	E Freedom Way	45202	Dining/Bars	Yes
Fishbowl at The Banks	141	E Freedom Way	45202	Dining/Bars	Yes
Jefferson Social	101	E Freedom Way	45202	Dining/Bars	Yes
AC Hotel	135	Joe Nuxhall Way	45202	Hotel	Yes
Moerlein Lagar House	115	Joe Nuxhall Way	45202	Dining/Bars	Yes
National Underground Railroad Freedom Cen	50	E Freedom Way	45202	Museum	Yes
Yard House	95	E Freedom Way	45202	Dining/Bars	Yes
Skystar Wheel	55	E Freedom Way	45202	Entertainment & Sports Stadium	No
Taste of Belgium - The Banks	16	W Freedom Way	45202	Dining/Bars	Yes
The Escape Game Cincinnati	28	W Freedom Way	45202	Entertainment & Sports Stadium	No
Pies & Pints - Cincinnati, OH (The Banks)	56	W Freedom Way	45202	Dining/Bars	Yes
GE Global Operations Center	191	Rosa Parks Street	45202	Business Office	No
Cincinnati Police Department - CBD	150	E Freedom Way	45202	Municipal Office	No
Radius at the Banks	44	W Freedom Way	45202	Residential	No
Current at the Banks	121	E Freedom Way	45202	Residential	No
Paul Brown Stadium	1	Paul Brown Stadium	45202	Entertainment & Sports Stadium	Yes
Heritage Bank Arena	100	Broadway Street	45202	Entertainment & Sports Stadium	Yes
The Andrew J Brady ICON Music Center	25	Race Street	45202	Entertainment & Sports Stadium	No

## Qualified Permit Holders

As required by ORC 4301.82(B)(3), the DORA will encompass not fewer than four qualified permit holders of A-1, A-1-A, A-1c, A-2, A-2f, or D class liquor permits (excluding D-6 and D-8 class liquor permits) issued under ORC Chapter 4303.

To date at least 19 current qualified permit holders, as that term is defined in ORC 4301(A)(1), have been identified in the DORA, as follows:

#	Permit Holder	Doing Business As (DBA)	Permit Number	Permit Class(es)	Address
1	CINCINNATI SPORTSERVICE INC.	GREAT AMERICAN BALLPARK BAR 1 RIVERFRONT CLUB BAR 2 MACHINE RM	14941130002 149411320016	D1, D2, D3, D3A	100 Joe Nuxhall Way (Main Street)
2	PMG CINCINNATI INC.		6659955	D5J	175 Joe Nuxhall Way, 1 <sup>st</sup> FL
3	HOLY GRAIL BANKS LLC	HOLY GRAIL TAVERN & GRILLE	3948610 39486100003	D5J	161 Joe Nuxhall Way & Patio
4	JOELLAS CINCINNATI BANKS OH LLC	JOELLAS HOT CHICKEN	42940990005	D5J	180 E. Freedom Way 1 <sup>st</sup> FLR & Patio
5	TIN ROOF ACQUISITION COMPANY	THE TIN ROOF	8942924	D5J	160 E. Freedom Way
6	RCSH OPERATIONS LLC	RUTHS CHRIS STEAKHOUSE	72293500010	D5J	100 E. Freedom Way
7	CONDATOS TACOS 8 LLC		1657339	D5J	195 E. Freedom Way
8	4EG BANKS LLC	THE STRETCH	2852942	D5J	191 Freedom Way, Suite 170
9	MVPZ AND ME CINCINNATI LLC	BURGERFI	6256775	D5J	161 E. Freedom Way
10	OPEN BOTTLE MANAGEMENT GROUP LLC	FISHBOWL	6564313	D5J	141 E. Freedom Way, 1 <sup>st</sup> FL
11	JEFFERSON SOCIAL LLC	JEFFERSON SOCIAL	4264900	D5J	180 E. Freedom Way, 1 <sup>st</sup> FL & Patio
12	WHI CINCINNATI BANKS MANAGEMENT LLC	AC HOTEL AT THE BANKS	9556176	D5A	135 Joe Nuxhall Way
13	MLH CINCINNATI USA LLC		6071220 607122000003	A-1-A, A-1c	115 Joe Nuxhall Way;



					115 Joe Nuxhall Way & Outside Event Area
14	NATIONAL UNDERGROUND RAILROAD FREEDOM CENTER		63155930005	D5H	50 E. Freedom Way
15	YARD HOUSE USA INC	YARD HOUSE 8344	9819569	D5J	95 E. Freedom Way
16	TASTE OF BELGIUM AT THE BANKS LLC	TASTE OF BELGIUM	8803125	D5J	16 W. Freedom Way
17	PIES & PINTS CINCINNATI LLC	PIES & PINTS	6919360	D5J	56 W. Freedom Way
18	ARAMARK AMERICAN FOOD SERVICES LLC	PAUL BROWN STADIUM LEVEL 600 W/S BAR 9	25262400009	D2, D3	200 W. Mehring Way & Patio
19	ARAMARK SPORTS AND ENTERTAINMENT SERVICES LLC		2526680035	D1, D2, D3	100 Broadway & Plaza

## **Land Use & Zoning**

In accordance with ORC 4301.82(B)(4) and as depicted below, the uses of land within the DORA are zoned Downtown Development District (depicted in pink) and Planned Development District (depicted in green). The current mix of uses in the DORA, including restaurants, bars, museums, and entertainment and sports venues, are permitted uses in these zoning districts.

Attached as Exhibit C is a letter from Cincinnati's Department of City Planning confirming that the uses of land within the DORA are permitted and in accordance with Cincinnati's master zoning plan.



## **Community Support, Public Notice, and Legislative Approval Process**

To date, there has been significant community support expressed for the DORA. Please see Exhibit D for submitted letters.

Following filing of this application with the Clerk of Council and in accordance with ORC 4301.82(C), the Clerk will publish public notice of this application in the Cincinnati Enquirer. The notice will indicate that the application is on file and available for inspection in the Clerk's Office. Additionally, the application will be available for review on Council Online. Further, the notice will indicate the date and time of the identified City Council committee hearing to which the authorizing legislation has been referred to provide for a public hearing on the proposal.

## **Exhibit A**

### **Parcel IDs and Street Addresses:**

PARCEL ID			ADDRESS		
083	0007	0001	150	PETE ROSE	WY
083	0007	0002	182	RACE	ST
083	0007	0009		PETE ROSE	WY
083	0007	0010		PETE ROSE	WY
083	0007	0014	50	FREEDOM	WY
083	0007	0015		VINE	ST
083	0007	0016		VINE	ST
083	0007	0027	173	MARIAN SPENCER	WY
083	0007	0029	140	MARIAN SPENCER	WY
083	0007	0030	193	FREEDOM	WY
082	0A02	0005		PETE ROSE	WY
083	0007	0031	95	FREEDOM	WY
083	0007	0032	55	FREEDOM	WY
083	0007	0033	25	FREEDOM	WY
083	0007	0036	99	THEODORE M BERRY	WY
083	0007	0037	199	SECOND	ST
083	0007	0038	180	MARIAN SPENCER	WY
083	0007	0039	124	MEHRING	WY
083	0007	0040		MAIN	ST
083	0007	0041	115	JOE NUXHALL	WY
083	0007	0046		THEODORE M BERRY	WY
083	0007	0047		WALNUT	ST
083	0007	0048		ROSA PARKS	ST
083	0007	0049		FREEDOM	WY
083	0007	0050	182	RACE	ST
083	0007	0051		FREEDOM	WY
083	0007	0052		FREEDOM	WY
083	0007	0053		MEHRING	WY
083	0007	0054		THEODORE M BERRY	WY
083	0007	0056	16	FREEDOM	WY
083	0007	0058	121	FREEDOM	WY
083	0007	0059		FREEDOM	WY
083	0007	0060	120	FREEDOM	WY
083	0007	0061	193	SECOND	ST
083	0007	0062	160	MARIAN SPENCER	WY
083	0007	0063	44	FREEDOM	WY
083	0007	0064	175	ROSA PARKS	ST
083	0007	0065	179	ROSA PARKS	ST
083	0007	0066	191	ROSA PARKS	ST
083	0007	0067		RACE	ST
083	0007	0069		RACE	ST

083	0007	0070		RACE	ST
083	0007	0071		RACE	ST
083	0007	0072			
083	0007	0073		FREEDOM	WY
083	0007	0076		RACE	ST
083	0007	0077		FREEDOM	WY
083	0007	0078		RACE	ST
083	0007	0080		RACE	ST
083	0007	0083	166	FREEDOM	WY
083	0007	0084			
084	0004	0019	404	FRONT	ST
083	0007	0085			
083	0007	0086			
083	0007	0087			
083	0007	0088			
083	0007	0089			
084	0004	0037	100	BROADWAY	
084	0004	0042		BROADWAY	
084	0004	0048		BROADWAY	
084	0004	0066	423	PETE ROSE	WY
083	0004	0135	149	BROADWAY	
083	0005	0001	202	MEHRING	WY
083	0005	0003		MEHRING	WY
082	0A02	0001	200	MEHRING	WY

**Street Address Ranges:**

Street Name	Range	Even/Odd
E. 2 <sup>nd</sup> Street	99-193	Odd
W. 2 <sup>nd</sup> Street	199	Odd
Elm Street	25	Odd
Joe Nuxhall Way (Main Street)	100-198	Even & Odd
E. Pete Rose Way	423	Odd
W. Pete Rose Way	102-151	Even & Odd
E. Mehring Way (Route 52)	8-398	Even
W. Mehring Way (Route 52)	12-202	Even
Central Avenue	2-198	Even
E. Freedom Way	25-195	Even & Odd
W. Freedom Way	3-102	Even & Odd
Broad Way	100-149	Even & Odd
Marion Spencer Way (Walnut Street)	140-180	Even
Race Street	24-182	Even & Odd
Rosa Parks Street (Vine Street)	175-191	Odd
Theodore M. Berry Way	99	Odd

## Exhibit B

### Example Signage



*Sidewalk Tattoo Example*



#### **Welcome to The Banks DORA GUIDELINES**

*In effect Daily from 11a.m. - 1a.m.*

*DORA beverages may only be consumed in designated DORA cups.*

*Patrons must consume DORA beverages before entering another DORA establishment (empty DORA cups may enter.)*

*DORA beverages may only be consumed inside the DORA District. Please observe posted boundaries.*

*Patrons are subject to open container alcohol laws outside the DORA district.*



**THANK YOU FOR VISITING. PLEASE DRINK RESPONSIBLY.**



*Traditional Signage Example*





DESIGNATED | OUTDOOR | REFRESHMENT | AREA

## WELCOME TO THE BANKS DORA GUIDELINES

- 1** *In effect Daily from 11a.m. - 1a.m.*
- 2** *DORA beverages may only be consumed in designated DORA cups.*
- 3** *Patrons must consume DORA beverages before entering another DORA establishment (empty DORA cups may enter).*
- 4** *DORA beverages may only be consumed inside the DORA District. Please observe posted boundaries.*
- 5** *Patrons are subject to open container alcohol laws outside the DORA district.*

**PLEASE DRINK RESPONSIBLY.**

**THANK YOU**  
**FOR VISITING THE BANKS.**

[THEBANKSCINCY.COM](http://THEBANKSCINCY.COM)



DESIGNATED | OUTDOOR | REFRESHMENT | AREA



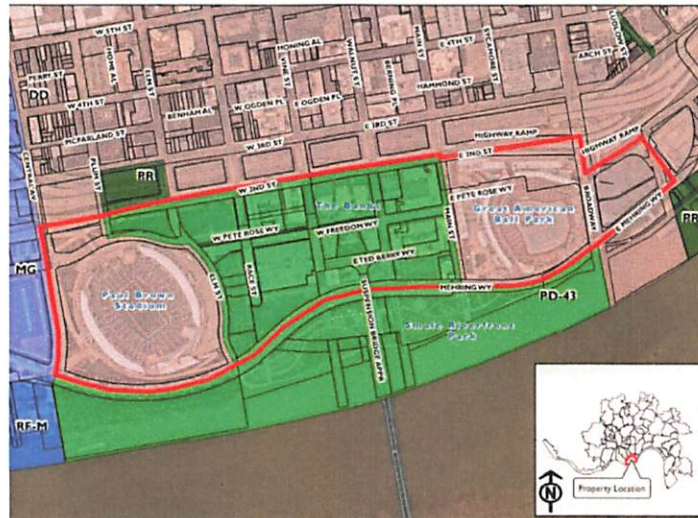
## Exhibit C



Dear Ms. Boggs Muething,

This letter serves as a confirmation that the proposed Designated Outdoor Refreshment Area (DORA) as depicted below in the Central Business District is in accordance with the City's Comprehensive Plan, *Plan Cincinnati* (2012). Specifically, the DORA is in line with the Compete Initiative Area as it will cultivate our position as the most vibrant and economically healthiest part of our region. Additionally, the area that is within the DORA is zoned Downtown Development and Planned Development. Restaurants that serve alcohol, bars, and nightclubs (uses that would typically utilize a DORA license) are permitted uses in all of these zoning districts.

The Banks has always been envisioned to be a mixed-use entertainment center for Cincinnati. Instituting a DORA complements this vision and the work that has already been completed in the community. We anticipate that this DORA will foster continued investment in the area, and we look forward to helping see this project to its completion.



Sincerely,

A handwritten signature in black ink that reads "Katherine Keough-Jurs".

Katherine Keough-Jurs, AICP  
Director, Department of City Planning

## **Exhibit D**

[Attached]





June 29, 2020

Mayor John Cranley  
Cincinnati City Council Members  
Cincinnati City Hall  
811 Plum Street  
Cincinnati, OH 45202

Dear Mayor Cranley and Cincinnati City Council,

We are writing in collective support of the proposed Designated Outdoor Refreshment Area (DORA) at The Banks and ask you to support it with your vote of Yes.

A DORA District at The Banks will continue to enhance the vision of The Banks as a top visitor destination while creating a positive new experience, all year long.

Over the last year, we have studied other Ohio cities and their implementation of their DORA Districts. The response in these other communities has been overwhelmingly positive from both a guest experience and a business owner perspective. We are prepared to properly introduce and manage the DORA District at The Banks.

As we continue to recover from COVID-19, it's now more important than ever for our bars and restaurants to create new revenue opportunities so we can stay in business. We believe a DORA District will increase new economic opportunity to The Banks to better support our businesses.

Thank you for your support of the proposed DORA District at The Banks.

Sincerely,  
Ruth's Chris Steakhouse  
Galla Park  
Holy Grail  
Tin Roof  
Upper Deck at AC Hotel  
Jefferson Social  
The Stretch  
Jimmy Johns  
Burger Fi  
Moerlein Lager House  
Yard House  
Taste of Belgium  
Pies & Pints  
Fish Bowl  
Street Corner Market  
Condado Tacos  
Smoothie King



July 13, 2020

Mayor John Cranley  
Cincinnati City Council Members  
Cincinnati City Hall  
811 Plum Street  
Cincinnati, OH 45202

Dear Mayor Cranley and Members of Cincinnati City Council,

On behalf of the Cincinnati Bengals and Paul Brown Stadium, I am writing to voice our support of the proposed Designated Outdoor Refreshment Area (DORA) at The Banks.

It's an exciting time at The Banks. Our team is working toward a successful season with the beginning of the Joe Burrow Era to begin this fall, and the ICON Music Center is taking shape as our new neighbor. A DORA District will only add to the guest experience in a positive way.

A DORA District at The Banks will provide a year-round opportunity for fans to enjoy the area, its restaurants and bars as well as other attractions. The Cincinnati Bengals are in full support of the economic benefits that a DORA District will bring to the businesses at The Banks all year long.

Thank you for your support of the proposed DORA District at The Banks.

Sincerely,

Katie Blackburn  
Executive Vice President  
Cincinnati Bengals

One Paul Brown Stadium Cincinnati, Ohio 45202 • 513 621-3550 phone • 513 621-3570 fax • [www.bengals.com](http://www.bengals.com)



# CINCINNATI REDS<sup>™</sup>

Great American Ball Park, 100 Joe Nuxhall Way, Cincinnati, OH 45202-4109, Phone: 513.765.7000, Fax: 513.765.7342, [www.reds.com](http://www.reds.com)

June 29, 2020

Mayor John Cranley  
Cincinnati City Council Members  
Cincinnati City Hall  
811 Plum Street  
Cincinnati, OH 45202

Dear Mayor Cranley and Members of Cincinnati City Council,

On behalf of the Cincinnati Reds and Great American Ball Park, I am writing to share our support for the new Designated Outdoor Refreshment Area (DORA) at The Banks. The Cincinnati Reds were an early supporter of the initial legislation for the DORA District and we remain committed.

We believe the DORA District at The Banks will only enhance the guest experience while creating new revenue streams for the bar and restaurant establishments—year round.

We have carefully studied other DORA Districts in Ohio and have a collective understanding of how to properly manage and guide the District to provide a positive experience with economic benefits for the business owners at The Banks.

Thank you for your consideration and support of the proposed DORA District at The Banks.

Sincerely,



Phillip J. Castellini  
President & Chief Operating Officer  
Cincinnati Reds



June 30, 2020

Mayor John Cranley  
Cincinnati City Council Members  
Cincinnati City Hall  
811 Plum Street  
Cincinnati, OH 45202

Dear Mayor Cranley and Members of Cincinnati City Council,

On behalf of the Heritage Bank Center and the Cincinnati Cyclones, I am writing to share our support of the proposed Designated Outdoor Refreshment Area (DORA) at The Banks.

A DORA District at The Banks will provide a year-round opportunity for our guests to enjoy the area, its restaurants and bars as well as other attractions. We have been working closely with The Banks during the planning process and are committed to making the District a success with its introduction and implementation.

The Cincinnati Cyclones and our host of concerts and events are in full support of the economic benefits that a DORA District will bring to the businesses at The Banks all year long.

Thank you for your support of the proposed DORA District at The Banks.

Sincerely,

Kristin Ropp  
Vice President & General Manager  
Heritage Bank Center, Cincinnati Cyclones, Cincinnati Cyclones Foundation





June 26, 2020

Mayor Cranley, Councilmembers  
Cincinnati City Hall  
801 Plum St  
Cincinnati, OH 45202

Dear Mayor Cranley and Councilmembers,

Music & Event Management, Inc. is pleased to bring the Andrew J Brady ICON Music Center to the Banks Entertainment District and to join the other businesses and stakeholders in the community in providing quality experiences for the Greater Cincinnati area.

MEMI, in partnership with its concession vendor, EVT Management Services, fully supports the implementation of a DORA to put the finishing touches on the Banks vision. The addition of the DORA will create new opportunities for advancing the activity and energy of the Banks and will help grow the levels of participation from the surrounding region.

As we continue to explore options for overcoming the challenges presented in this time of COVID-19 and beyond, neighborhood features like a DORA will allow the people of Greater Cincinnati to begin to re-engage and enjoy all that our community has to offer.

Sincerely,

Mike Smith  
President  
Music & Event Management, Inc.

Jennifer Cauhorn  
General Manager  
EVT Management Services, LLC



June 30, 2020

Mayor Cranley  
City Councilmembers  
City of Cincinnati  
801 Plum Street  
Cincinnati, OH 45202

**RE: DORA District @ The Banks**

Mayor Cranley and City Councilmembers:

As the largest private property owner at The Banks, Nicol Investment Company is pleased to support the establishment of a Designated Outdoor Refreshment Area (DORA) at The Banks.

Nicol has been involved with The Banks since 2013 as the owner of *Current at The Banks* (multifamily), *Radius at The Banks* (multifamily) and the majority of The Banks retail/restaurant square footage.

The Banks was created as a Designated Entertainment District, and we have long supported various initiatives that help fulfill that vision. Importantly, we believe a DORA district will be an impactful economic development initiative for all Banks stakeholders.

A DORA district at The Banks will not only offer a cohesive program knitting together various attractions, retailers and park space throughout the entire Banks footprint, it will add a unique vibrancy for the enjoyment of residents, retailers, office workers, and visitors.

We are fully supportive of the City of Cincinnati establishing its first DORA District at The Banks and look forward to working with our neighbors to successfully operate the District. We appreciate the City's support of this important initiative.

Thank you for your consideration.

Best regards,

A handwritten signature in black ink, appearing to read "Mark E. Nicol".

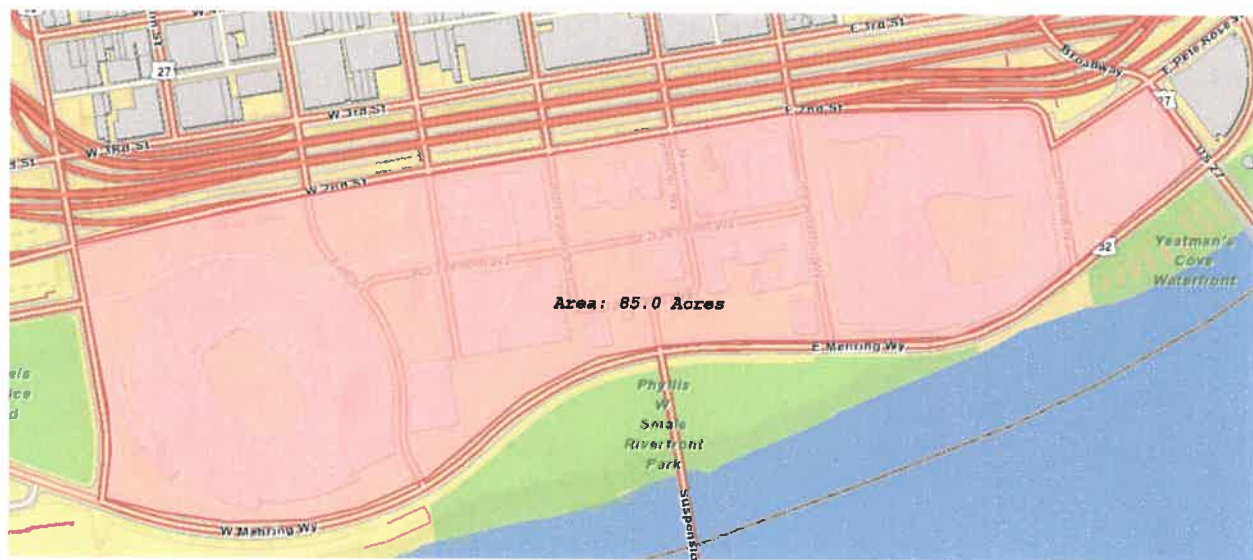
Mark E. Nicol  
Nicol Investment Company

ATTACHMENT A

# APPLICATION FOR ESTABLISHMENT OF A DESIGNATED OUTDOOR REFRESHMENT AREA

Pursuant to Section 4301.82 of the Ohio Revised Code (“**ORC**”), Paula Boggs Muething, the City Manager and chief executive officer of the City of Cincinnati, respectfully submits this application to City Council for designation and approval of the area depicted and described below as an outdoor refreshment area (referred to herein as the “**DORA**”), with such area generally encompassing the neighborhood known as The Banks and also including Great American Ball Park, Paul Brown Stadium, National Underground Railroad Freedom Center, the Heritage Bank Center, and the soon to be completed Andrew J. Brady Icon Music Center.

### Boundaries of the DORA:



The DORA will cover the above-depicted approximately 85 acre area, described more particularly as follows: Beginning in the southeast corner of the intersection of Central Avenue and West Second Street, then proceeding east along the southern edge of Second Street to the intersection of Second Street and Joe Nuxhall Way; then proceeding east along Johnny Bench Way to the intersection with East Pete Rose Way; then proceeding further east along the southern edge of East Pete Rose Way and adjacent to the Heritage Bank Center to the intersection with Route 27; then proceeding south to the intersection with Route 52 (also known as Mehring Way); then proceeding west along Route 52 to the intersection of Central Avenue; then north to the intersection of West Second Street and Central Avenue, the place of beginning. Notwithstanding the forgoing, the exact operational boundaries of the DORA may be adjusted or more specifically delineated in the City Manager's discretion in order to accommodate existing improvements or for health, safety, or other reasonable operational purposes.

A list of all parcels and street addresses included in the DORA are listed below in Exhibit A.



## **Overview of DORA and Operations**

The goal of the DORA is to further enhance the City's riverfront area as a destination for urban living, tourism, work, and entertainment. By building off the synergy created by a thriving urban neighborhood adjacent to Paul Brown Stadium, Great American Ballpark, the Heritage Center, the National Underground Railroad Freedom Center, the brand new Andrew J. Brady Icon Music Center, and a world-class City Park, the DORA is intended to not only support existing businesses in the DORA but to attract additional business and investment to the area.

Approval of the DORA will allow participating bars, restaurants, and other vendors to sell alcoholic beverages in designated plastic cups, plastic bottles, or other plastic containers to patrons. Patrons will then be legally allowed to depart the establishment or site where the beverage was purchased and move freely around outside within the DORA area and with that beverage. The designated plastic cups (or other plastic containers) will be sold by brick and mortar establishments and may also be sold by other approved outdoor vendors, such as for special events. All vendors must still maintain required liquor permits to sell alcohol in accordance with state law. All property owners and establishments have the option of opting-out of participating in the DORA. In accordance with state law, patrons may only leave establishments with alcoholic beverages in the designated plastic cups, plastic bottles, or other approved plastic container. Further, no outside alcoholic drinks are permitted—meaning only alcoholic drinks that are purchased in the designated plastic cup, plastic bottle, or other plastic containers and from a properly permitted vendor in the DORA may be enjoyed outside. Signage, as further described below, will inform patrons of the rules and boundaries of the DORA.

The DORA is being launched in partnership with the Banks Community Authority, a new community authority created by City Council under Resolution 49-2018, passed September 6, 2018 pursuant to ORC Chapter 349 (the “BCA”). The BCA, which was created to drive increased patronage and investment at the Banks, will contract with the City to provide operational and management services for the DORA. This will entail overseeing the production; distribution; and sale of designated plastic cups, plastic bottles, or other approved plastic containers and also include provision of security and sanitation services to ensure a safe and clean public space.

The BCA is governed by a board of trustees comprised of private and public stakeholders and was designed as a financially self-sustaining organization to fund marketing efforts and placemaking initiatives that both drive traffic to the Banks and enhance the vibrancy of the area. Currently, the BCA is primarily funded by a small surcharge on food and beverage purchases made at the Banks. The BCA's DORA operations will be in-part financed through these existing resources and from revenue collected through the sale of the designated plastic containers. At this time, the BCA already provides a host of services and amenities to enhance the area; therefore, by contracting with the BCA for operational and management services of the DORA, the City will be able to operate the DORA safely, efficiently, and without any ongoing increased financial commitment by the City.

## **Public Health and Safety**

The City of Cincinnati and the BCA are committed to ensuring the health and safety of patrons of the DORA and cleanliness of the area; therefore, in the contract between the City and the BCA for operation of the DORA, the BCA will agree to provide any additional security or sanitary services needed in excess of the current city-provided police and sanitation services.

The City currently has forty patrol officers on staff in the Central Business District, and on any given shift, there are 2 sergeants and 6-9 police officers on duty. Additionally, there are up to four daily additional officers patrolling the Central Business District, including the Banks, by bike. Finally, there is a Cincinnati Police Department substation located on E. Freedom Way within the DORA. This level of staffing is believed to be adequate to ensure public safety in the DORA; however, during the opening months of the DORA in the spring and summer of 2021 the BCA will be providing increased police visibility during peak operating evening hours. These services will be provided by the BCA through the hiring of off-duty Cincinnati police officers, similar to a special event detail. Further, the City and BCA will continually assess the public safety needs on an ongoing basis, and the BCA will agree to provide additional security detail as deemed necessary in the City's reasonable discretion.

The City's Department of Public Services ("DPS") empties the public trash receptacles in the DORA daily and adds a secondary run during large events, such as game days. Each run requires one staff member per truck. There are multiple trash receptacles located on corners in the highest trafficked intersections/areas of the Banks. Additionally, the City currently provides daily street sweeping in the DORA. In addition to the City's sanitation services, through a shared services agreement, the BCA and the tenants at the Bank's provide supplementary cleaning services and have a single staff person on-site daily providing these services. Similar to the security needs, the City and BCA will continue with the current level of services, and the City believes the current DPS staffing levels and services in conjunction with the supplementary cleaning services are sufficient to adequately maintain the appearance and public health in the DORA. However, the City and BCA will continually assess the service levels and staffing needs and the BCA will provide any supplementary cleaning and sanitation services needed to keep the DORA area in a clean, safe, and sanitary state. The BCA will agree to increase staffing as needed to meet this standard.

## **Hours of Operation**

The DORA will operate from 11:00 AM- 1:00 AM Monday through Sunday. Notwithstanding anything herein to the contrary, the City Manager will retain the discretion to temporarily suspend the operations of the DORA or alter operational parameters at his or her sole discretion if determined necessary for public health, safety, or welfare.

## **Signage**

In accordance with ORC 4301.82(F), clearly marked signs will delineate all boundaries of the DORA. Additionally, signage will be placed within the DORA to notify patrons of the rules of operation. This signage will be a mix of “sidewalk tattoos,” which will be printed on the sidewalk and traditional signage. The sidewalk tattoos are semi-permanent adhesives that are placed on the sidewalk. Examples of existing sidewalk tattoos as well as proposed DORA sidewalk tattoo and signage designs are depicted in Exhibit B. The signage will be paid for and maintained by the BCA throughout the life of the DORA.

The proposed plan for signage is to include street signage and tattoos along the boundaries of the DORA, with traditional signage located at intersections and street tattoos in between intersections, with an estimated fifty signs needed to clearly demarcate the boundary for an average of one sign every 200 feet along the boundary. Additional signs will be added in the interior to demarcate operational boundaries, as determined necessary by the City Manager. Approximately twenty or more interior traditional signs notifying patrons of the DORA rules will be posted, generally with one sign on each block. The numbers of signs and spacing may be increased or decreased in the City Manager’s discretion, and the City and BCA will assess the need for changes to signage on an ongoing basis.

## **Additional Rules and Requirements**

The City Manager may establish additional rules and regulations for operation of the DORA and will update such rules and regulations from time to time as deemed necessary for public health, safety, or operational purposes; provided however, such rules will always require that all alcoholic drinks served to be consumed outside of establishments within the DORA shall be served in a designated plastic cup, plastic bottle, or other plastic container.

## **Special Events**

The DORA will provide additional flexibility for events at the Banks. The City Manager will work with the BCA to develop operational parameters for hosting special events within the DORA that balance interests of all stakeholders.

## Nature of Establishments

In accordance with ORC 4301.82(B)(2), the nature and types of establishments that will be located within the DORA are a broad array of institutions, businesses, and uses—including two professional sports stadiums, a museum, an indoor arena, portions of Smale Riverfront Park, offices, retail, hotel, residences, and numerous drinking and dining establishments. There is no intention of changing the nature and types of establishments in the area. Instead, once operational, the DORA will support this existing eclectic mix of establishments by attracting additional customers, residents, and workers. A current list of existing establishments is below:

Name	Address	Street	Zip	Category	Qualified Permit Holder?
Great American Ball Park	100	Joe Nuxhall Way	45202	Entertainment & Sports Stadium	Yes
Galla Park	175	Joe Nuxhall Way	45202	Dining/Bars	Yes
The Holy Grail Tavern and Grille	161	Joe Nuxhall Way	45202	Dining/Bars	Yes
Joella's Hot Chicken	180	E Freedom Way	45202	Dining/Bars	Yes
Tin Roof	160	E Freedom Way	45202	Dining/Bars	Yes
Ruth's Chris Steak House	100	E Freedom Way	45202	Dining/Bars	Yes
Street Corner Market at the Banks	160	Marian Spencer Way	45202	Convenience Store	No
Planet Fitness	145	2nd Street	45202	Gym	No
Smothie King	155	2nd Street	45202	Dining/Bars	No
Condado Tacos	195	E Freedom Way	45202	Dining/Bars	Yes
The Stretch	191	E Freedom Way	45202	Dining/Bars	Yes
Jimmy John's	171	E Freedom Way	45202	Dining/Bars	No
BurgerFi	161	E Freedom Way	45202	Dining/Bars	Yes
Fishbowl at The Banks	141	E Freedom Way	45202	Dining/Bars	Yes
Jefferson Social	101	E Freedom Way	45202	Dining/Bars	Yes
AC Hotel	135	Joe Nuxhall Way	45202	Hotel	Yes
Moerlein Lagar House	115	Joe Nuxhall Way	45202	Dining/Bars	Yes
National Underground Railroad Freedom Cen	50	E Freedom Way	45202	Museum	Yes
Yard House	95	E Freedom Way	45202	Dining/Bars	Yes
Skystar Wheel	55	E Freedom Way	45202	Entertainment & Sports Stadium	No
Taste of Belgium - The Banks	16	W Freedom Way	45202	Dining/Bars	Yes
The Escape Game Cincinnati	28	W Freedom Way	45202	Entertainment & Sports Stadium	No
Pies & Pints - Cincinnati, OH (The Banks)	56	W Freedom Way	45202	Dining/Bars	Yes
GE Global Operations Center	191	Rosa Parks Street	45202	Business Office	No
Cincinnati Police Department - CBD	150	E Freedom Way	45202	Municipal Office	No
Radius at the Banks	44	W Freedom Way	45202	Residential	No
Current at the Banks	121	E Freedom Way	45202	Residential	No
Paul Brown Stadium	1	Paul Brown Stadium	45202	Entertainment & Sports Stadium	Yes
Heritage Bank Arena	100	Broadway Street	45202	Entertainment & Sports Stadium	Yes
The Andrew J Brady ICON Music Center	25	Race Street	45202	Entertainment & Sports Stadium	No

## Qualified Permit Holders

As required by ORC 4301.82(B)(3), the DORA will encompass not fewer than four qualified permit holders of A-1, A-1-A, A-1c, A-2, A-2f, or D class liquor permits (excluding D-6 and D-8 class liquor permits) issued under ORC Chapter 4303.

To date at least 19 current qualified permit holders, as that term is defined in ORC 4301(A)(1), have been identified in the DORA, as follows:

#	Permit Holder	Doing Business As (DBA)	Permit Number	Permit Class(es)	Address
1	CINCINNATI SPORTSERVICE INC.	GREAT AMERICAN BALLPARK BAR 1 RIVERFRONT CLUB BAR 2 MACHINE RM	14941130002 149411320016	D1, D2, D3, D3A	100 Joe Nuxhall Way (Main Street)
2	PMG CINCINNATI INC.		6659955	D5J	175 Joe Nuxhall Way, 1 <sup>st</sup> FL
3	HOLY GRAIL BANKS LLC	HOLY GRAIL TAVERN & GRILLE	3948610 39486100003	D5J	161 Joe Nuxhall Way & Patio
4	JOELLAS CINCINNATI BANKS OH LLC	JOELLAS HOT CHICKEN	42940990005	D5J	180 E. Freedom Way 1 <sup>st</sup> FLR & Patio
5	TIN ROOF ACQUISITION COMPANY	THE TIN ROOF	8942924	D5J	160 E. Freedom Way
6	RCSH OPERATIONS LLC	RUTHS CHRIS STEAKHOUSE	72293500010	D5J	100 E. Freedom Way
7	CONDATOS TACOS 8 LLC		1657339	D5J	195 E. Freedom Way
8	4EG BANKS LLC	THE STRETCH	2852942	D5J	191 Freedom Way, Suite 170
9	MVPZ AND ME CINCINNATI LLC	BURGERFI	6256775	D5J	161 E. Freedom Way
10	OPEN BOTTLE MANAGEMENT GROUP LLC	FISHBOWL	6564313	D5J	141 E. Freedom Way, 1 <sup>st</sup> FL
11	JEFFERSON SOCIAL LLC	JEFFERSON SOCIAL	4264900	D5J	180 E. Freedom Way, 1 <sup>st</sup> FL & Patio
12	WHI CINCINNATI BANKS MANAGEMENT LLC	AC HOTEL AT THE BANKS	9556176	D5A	135 Joe Nuxhall Way
13	MLH CINCINNATI USA LLC		6071220 607122000003	A-1-A, A-1c	115 Joe Nuxhall Way;

					115 Joe Nuxhall Way & Outside Event Area
14	NATIONAL UNDERGROUND RAILROAD FREEDOM CENTER		63155930005	D5H	50 E. Freedom Way
15	YARD HOUSE USA INC	YARD HOUSE 8344	9819569	D5J	95 E. Freedom Way
16	TASTE OF BELGIUM AT THE BANKS LLC	TASTE OF BELGIUM	8803125	D5J	16 W. Freedom Way
17	PIES & PINTS CINCINNATI LLC	PIES & PINTS	6919360	D5J	56 W. Freedom Way
18	ARAMARK AMERICAN FOOD SERVICES LLC	PAUL BROWN STADIUM LEVEL 600 W/S BAR 9	25262400009	D2, D3	200 W. Mehring Way & Patio
19	ARAMARK SPORTS AND ENTERTAINMENT SERVICES LLC		2526680035	D1, D2, D3	100 Broadway & Plaza

## **Land Use & Zoning**

In accordance with ORC 4301.82(B)(4) and as depicted below, the uses of land within the DORA are zoned Downtown Development District (depicted in pink) and Planned Development District (depicted in green). The current mix of uses in the DORA, including restaurants, bars, museums, and entertainment and sports venues, are permitted uses in these zoning districts.

Attached as Exhibit C is a letter from Cincinnati's Department of City Planning confirming that the uses of land within the DORA are permitted and in accordance with Cincinnati's master zoning plan.



## **Community Support, Public Notice, and Legislative Approval Process**

To date, there has been significant community support expressed for the DORA. Please see Exhibit D for submitted letters.

Following filing of this application with the Clerk of Council and in accordance with ORC 4301.82(C), the Clerk will publish public notice of this application in the Cincinnati Enquirer. The notice will indicate that the application is on file and available for inspection in the Clerk's Office. Additionally, the application will be available for review on Council Online. Further, the notice will indicate the date and time of the identified City Council committee hearing to which the authorizing legislation has been referred to provide for a public hearing on the proposal.

## Exhibit A

### Parcel IDs and Street Addresses:

PARCEL ID			ADDRESS		
083	0007	0001	150	PETE ROSE	WY
083	0007	0002	182	RACE	ST
083	0007	0009		PETE ROSE	WY
083	0007	0010		PETE ROSE	WY
083	0007	0014	50	FREEDOM	WY
083	0007	0015		VINE	ST
083	0007	0016		VINE	ST
083	0007	0027	173	MARIAN SPENCER	WY
083	0007	0029	140	MARIAN SPENCER	WY
083	0007	0030	193	FREEDOM	WY
082	0A02	0005		PETE ROSE	WY
083	0007	0031	95	FREEDOM	WY
083	0007	0032	55	FREEDOM	WY
083	0007	0033	25	FREEDOM	WY
083	0007	0036	99	THEODORE M BERRY	WY
083	0007	0037	199	SECOND	ST
083	0007	0038	180	MARIAN SPENCER	WY
083	0007	0039	124	MEHRING	WY
083	0007	0040		MAIN	ST
083	0007	0041	115	JOE NUXHALL	WY
083	0007	0046		THEODORE M BERRY	WY
083	0007	0047		WALNUT	ST
083	0007	0048		ROSA PARKS	ST
083	0007	0049		FREEDOM	WY
083	0007	0050	182	RACE	ST
083	0007	0051		FREEDOM	WY
083	0007	0052		FREEDOM	WY
083	0007	0053		MEHRING	WY
083	0007	0054		THEODORE M BERRY	WY
083	0007	0056	16	FREEDOM	WY
083	0007	0058	121	FREEDOM	WY
083	0007	0059		FREEDOM	WY
083	0007	0060	120	FREEDOM	WY
083	0007	0061	193	SECOND	ST
083	0007	0062	160	MARIAN SPENCER	WY
083	0007	0063	44	FREEDOM	WY
083	0007	0064	175	ROSA PARKS	ST
083	0007	0065	179	ROSA PARKS	ST
083	0007	0066	191	ROSA PARKS	ST
083	0007	0067		RACE	ST
083	0007	0069		RACE	ST



083	0007	0070		RACE	ST
083	0007	0071		RACE	ST
083	0007	0072			
083	0007	0073		FREEDOM	WY
083	0007	0076		RACE	ST
083	0007	0077		FREEDOM	WY
083	0007	0078		RACE	ST
083	0007	0080		RACE	ST
083	0007	0083	166	FREEDOM	WY
083	0007	0084			
084	0004	0019	404	FRONT	ST
083	0007	0085			
083	0007	0086			
083	0007	0087			
083	0007	0088			
083	0007	0089			
084	0004	0037	100	BROADWAY	
084	0004	0042		BROADWAY	
084	0004	0048		BROADWAY	
084	0004	0066	423	PETE ROSE	WY
083	0004	0135	149	BROADWAY	
083	0005	0001	202	MEHRING	WY
083	0005	0003		MEHRING	WY
082	0A02	0001	200	MEHRING	WY

**Street Address Ranges:**

Street Name	Range	Even/Odd
E. 2 <sup>nd</sup> Street	99-193	Odd
W. 2 <sup>nd</sup> Street	199	Odd
Elm Street	25	Odd
Joe Nuxhall Way (Main Street)	100-198	Even & Odd
E. Pete Rose Way	423	Odd
W. Pete Rose Way	102-151	Even & Odd
E. Mehring Way (Route 52)	8-398	Even
W. Mehring Way (Route 52)	12-202	Even
Central Avenue	2-198	Even
E. Freedom Way	25-195	Even & Odd
W. Freedom Way	3-102	Even & Odd
Broad Way	100-149	Even & Odd
Marion Spencer Way (Walnut Street)	140-180	Even
Race Street	24-182	Even & Odd
Rosa Parks Street (Vine Street)	175-191	Odd
Theodore M. Berry Way	99	Odd

## Exhibit B

### Example Signage



*Sidewalk Tattoo Example*

YOU ARE NOW IN THE



DESIGNATED | OUTDOOR | REFRESHMENT | AREA

#### **Welcome to The Banks DORA GUIDELINES**

*In effect Daily from 11a.m. - 7a.m.*

*DORA beverages may only be consumed in designated DORA cups.*

*Patrons must consume DORA beverages before entering another DORA establishment (empty DORA cups may enter.)*

*DORA beverages may only be consumed inside the DORA District. Please observe posted boundaries.*

*Patrons are subject to open container alcohol laws outside the DORA district.*



THANK YOU FOR VISITING. PLEASE DRINK RESPONSIBLY.



*Traditional Signage Example*



DESIGNATED | OUTDOOR | REFRESHMENT | AREA

## WELCOME TO THE BANKS DORA GUIDELINES

- 1** *In effect Daily from 11a.m. - 1a.m.*
- 2** *DORA beverages may only be consumed in designated DORA cups.*
- 3** *Patrons must consume DORA beverages before entering another DORA establishment (empty DORA cups may enter).*
- 4** *DORA beverages may only be consumed inside the DORA District. Please observe posted boundaries.*
- 5** *Patrons are subject to open container alcohol laws outside the DORA district.*

**PLEASE DRINK RESPONSIBLY.**

**THANK YOU**  
**FOR VISITING THE BANKS.**

[THEBANKSCINCY.COM](http://THEBANKSCINCY.COM)



DESIGNATED | OUTDOOR | REFRESHMENT | AREA



## Exhibit C



Dear Ms. Boggs Muething,

This letter serves as a confirmation that the proposed Designated Outdoor Refreshment Area (DORA) as depicted below in the Central Business District is in accordance with the City's Comprehensive Plan, *Plan Cincinnati* (2012). Specifically, the DORA is in line with the Compete Initiative Area as it will cultivate our position as the most vibrant and economically healthiest part of our region. Additionally, the area that is within the DORA is zoned Downtown Development and Planned Development. Restaurants that serve alcohol, bars, and nightclubs (uses that would typically utilize a DORA license) are permitted uses in all of these zoning districts.

The Banks has always been envisioned to be a mixed-use entertainment center for Cincinnati. Instituting a DORA complements this vision and the work that has already been completed in the community. We anticipate that this DORA will foster continued investment in the area, and we look forward to helping see this project to its completion.



Sincerely,

A handwritten signature in black ink that reads "Katherine Keough-Jurs". The signature is written in a cursive, flowing style.

Katherine Keough-Jurs, AICP  
Director, Department of City Planning

## **Exhibit D**

[Attached]



June 29, 2020

Mayor John Cranley  
Cincinnati City Council Members  
Cincinnati City Hall  
811 Plum Street  
Cincinnati, OH 45202

Dear Mayor Cranley and Cincinnati City Council,

We are writing in collective support of the proposed Designated Outdoor Refreshment Area (DORA) at The Banks and ask you to support it with your vote of Yes.

A DORA District at The Banks will continue to enhance the vision of The Banks as a top visitor destination while creating a positive new experience, all year long.

Over the last year, we have studied other Ohio cities and their implementation of their DORA Districts. The response in these other communities has been overwhelmingly positive from both a guest experience and a business owner perspective. We are prepared to properly introduce and manage the DORA District at The Banks.

As we continue to recover from COVID-19, it's now more important than ever for our bars and restaurants to create new revenue opportunities so we can stay in business. We believe a DORA District will increase new economic opportunity to The Banks to better support our businesses.

Thank you for your support of the proposed DORA District at The Banks.

Sincerely,  
Ruth's Chris Steakhouse  
Galla Park  
Holy Grail  
Tin Roof  
Upper Deck at AC Hotel  
Jefferson Social  
The Stretch  
Jimmy Johns  
Burger Fi  
Moerlein Lager House  
Yard House  
Taste of Belgium  
Pies & Pints  
Fish Bowl  
Street Corner Market  
Condado Tacos  
Smoothie King



July 13, 2020

Mayor John Cranley  
Cincinnati City Council Members  
Cincinnati City Hall  
811 Plum Street  
Cincinnati, OH 45202

Dear Mayor Cranley and Members of Cincinnati City Council,

On behalf of the Cincinnati Bengals and Paul Brown Stadium, I am writing to voice our support of the proposed Designated Outdoor Refreshment Area (DORA) at The Banks.

It's an exciting time at The Banks. Our team is working toward a successful season with the beginning of the Joe Burrow Era to begin this fall, and the ICON Music Center is taking shape as our new neighbor. A DORA District will only add to the guest experience in a positive way.

A DORA District at The Banks will provide a year-round opportunity for fans to enjoy the area, its restaurants and bars as well as other attractions. The Cincinnati Bengals are in full support of the economic benefits that a DORA District will bring to the businesses at The Banks all year long.

Thank you for your support of the proposed DORA District at The Banks.

Sincerely,

Katie Blackburn  
Executive Vice President  
Cincinnati Bengals

One Paul Brown Stadium Cincinnati, Ohio 45202 • 513 621-3550 phone • 513 621-3570 fax • [www.bengals.com](http://www.bengals.com)



# CINCINNATI REDS™

Great American Ball Park, 100 Joe Nuxhall Way, Cincinnati, OH 45202-4109, Phone: 513.765.7000, Fax: 513.765.7342, [www.reds.com](http://www.reds.com)

June 29, 2020

Mayor John Cranley  
Cincinnati City Council Members  
Cincinnati City Hall  
811 Plum Street  
Cincinnati, OH 45202

Dear Mayor Cranley and Members of Cincinnati City Council,

On behalf of the Cincinnati Reds and Great American Ball Park, I am writing to share our support for the new Designated Outdoor Refreshment Area (DORA) at The Banks. The Cincinnati Reds were an early supporter of the initial legislation for the DORA District and we remain committed.

We believe the DORA District at The Banks will only enhance the guest experience while creating new revenue streams for the bar and restaurant establishments—year round.

We have carefully studied other DORA Districts in Ohio and have a collective understanding of how to properly manage and guide the District to provide a positive experience with economic benefits for the business owners at The Banks.

Thank you for your consideration and support of the proposed DORA District at The Banks.

Sincerely,



Phillip J. Castellini  
President & Chief Operating Officer  
Cincinnati Reds





June 30, 2020

Mayor John Cranley  
Cincinnati City Council Members  
Cincinnati City Hall  
811 Plum Street  
Cincinnati, OH 45202

Dear Mayor Cranley and Members of Cincinnati City Council,

On behalf of the Heritage Bank Center and the Cincinnati Cyclones, I am writing to share our support of the proposed Designated Outdoor Refreshment Area (DORA) at The Banks.

A DORA District at The Banks will provide a year-round opportunity for our guests to enjoy the area, its restaurants and bars as well as other attractions. We have been working closely with The Banks during the planning process and are committed to making the District a success with its introduction and implementation.

The Cincinnati Cyclones and our host of concerts and events are in full support of the economic benefits that a DORA District will bring to the businesses at The Banks all year long.

Thank you for your support of the proposed DORA District at The Banks.

Sincerely,

Kristin Ropp  
Vice President & General Manager  
Heritage Bank Center, Cincinnati Cyclones, Cincinnati Cyclones Foundation

# **MEMI**

---

**MUSIC & EVENT MANAGEMENT INC.**

June 26, 2020

Mayor Cranley, Councilmembers  
Cincinnati City Hall  
801 Plum St  
Cincinnati, OH 45202

Dear Mayor Cranley and Councilmembers,

Music & Event Management, Inc. is pleased to bring the Andrew J Brady ICON Music Center to the Banks Entertainment District and to join the other businesses and stakeholders in the community in providing quality experiences for the Greater Cincinnati area.

MEMI, in partnership with its concession vendor, EVT Management Services, fully supports the implementation of a DORA to put the finishing touches on the Banks vision. The addition of the DORA will create new opportunities for advancing the activity and energy of the Banks and will help grow the levels of participation from the surrounding region.

As we continue to explore options for overcoming the challenges presented in this time of COVID-19 and beyond, neighborhood features like a DORA will allow the people of Greater Cincinnati to begin to re-engage and enjoy all that our community has to offer.

Sincerely,

Mike Smith  
President  
Music & Event Management, Inc.

Jennifer Cauhorn  
General Manager  
EVT Management Services, LLC

**NICOL INVESTMENT  
COMPANY**

June 30, 2020

Mayor Cranley  
City Councilmembers  
City of Cincinnati  
801 Plum Street  
Cincinnati, OH 45202

**RE: DORA District @ The Banks**

Mayor Cranley and City Councilmembers:

As the largest private property owner at The Banks, Nicol Investment Company is pleased to support the establishment of a Designated Outdoor Refreshment Area (DORA) at The Banks.

Nicol has been involved with The Banks since 2013 as the owner of *Current at The Banks* (multifamily), *Radius at The Banks* (multifamily) and the majority of The Banks retail/restaurant square footage.

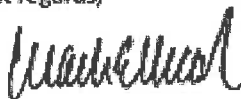
The Banks was created as a Designated Entertainment District, and we have long supported various initiatives that help fulfill that vision. Importantly, we believe a DORA district will be an impactful economic development initiative for all Banks stakeholders.

A DORA district at The Banks will not only offer a cohesive program knitting together various attractions, retailers and park space throughout the entire Banks footprint, it will add a unique vibrancy for the enjoyment of residents, retailers, office workers, and visitors.

We are fully supportive of the City of Cincinnati establishing its first DORA District at The Banks and look forward to working with our neighbors to successfully operate the District. We appreciate the City's support of this important initiative.

Thank you for your consideration.

Best regards,



Mark E. Nicol  
Nicol Investment Company



**Employer Name**

Cincinnati Barge & Rail Terminal (The Sawyer Place Company)
Circle Development, LLC
CincyTech
Dragonfly Foundation
Paramount Redevelopment Group, LLC
PLK Cooper, LLC
Transdev North America, INC
Trinitas Ventures, LLC
UC Health
Uptown Consortium

## B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

**AMENDED STATEMENT** – Is this an Amended Statement (i.e., any change in an amount or a filing pursuant to a dispute resolution decision of the OCCl.

☐ YES ☒ NO

If yes, you are required to complete only the portion(s) you have amended.

**TERMINATIONS** – Are you still engaged by all of the employers listed on page 1 of this form?

☒ YES ☐ NO

If no, please list the name of the Employers by whom you are no longer engaged and the date of termination. (Attach additional sheets if necessary).

Employer Name	Date of Termination

**ORDINANCES AND RESOLUTIONS** – List the specific ordinance(s) and resolution(s) on which you actively advocated during this reporting period.

Employer	Ordinance/Resolution #	Description
Paramount Redevelopment	0278-2020	Zone Change – May Square
Dragonfly Foundation	0354-2020	Carryover Project Funding

**ADDITIONAL TYPES OF LEGISLATION** – Since your Initial Registration Statement or last Updated Registration Statement for all Employers listed on this form, give a brief description of each of the additional types of legislation to which any of your engagements relate.

(If none, check here ☒)

## C. DEFINITIONS

**“Staff”** means any city employee whose official duties are to formulate policy and who exercises administrative or supervisory authority or who authorizes the expenditure of city funds. “Staff” is limited to employees who are required to file a Financial Disclosure Statement under Article XXVI of the Administrative Code.

**“Legislation”** means ordinances, resolutions, amendments, nominations, and any other matter pending before the Council. See the definition of “legislation” under Section 112-1-L, Cincinnati Municipal Code.

## D. FINANCIAL TRANSACTIONS

If the Legislative Agent, or a member of his or her immediate family had, during this reporting period, a financial transaction\* (which is not being disputed under Section 112-19, Cincinnati Municipal Code,) with or for the benefit of a member of the Council, appointee of the Council, City Manager, the Director of a department created under the Administrative Code, or any member of the staff\* of such public officer or employee, then the following information is required with respect to each such financial transaction:

- a. Name of the public officer, employee, or staff member: \_\_\_\_\_
- b. Brief description of the purpose and nature of the transaction: \_\_\_\_\_
- c. Date the transaction was made or entered into: \_\_\_\_\_
- d. Other pertinent details: \_\_\_\_\_

(Attach an additional sheet for each public officer, employee, or staff member)

(If none, check here ☒)

NOTE: If the Legislative Agent is required to disclose a financial transaction described in this Paragraph F, then the Legislative Agent shall deliver a copy of such paragraph which contains such information to the public office(s) of employee(s) identified therein, at least ten (10) days before this form is filed with the Clerk of Council.

If the foregoing provision is applicable, indicate the date that such information was delivered:

**CERTIFICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT ALL REASONABLE EFFORTS AND DUE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARATION AND COMPLETION OF THIS STATEMENT AND THAT THE CONTENTS ARE TRUE AND ACCURATE TO THE BEST OF HIS OR HER KNOWLEDGE.**

**ALL SIGNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED INDIVIDUAL.**

Megan Hube

Type or Print Name of Legislative Agent



Signature of Legislative Agent

1/28/21

Date

**Clerk of Council**

801 Plum Street, Room 308  
Cincinnati, Ohio 45202  
(513) 352-3246

Please check ALL that apply

- ☐ Termination(s) of Engagement  
☐ Change of Address  
☐ Amended Statement

**LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT**

This statement must be filed with the Clerk of Council by the last day of January and July, annually. Please read instructions and review Sections 112-1 to 112-17, Cincinnati Municipal Code, prior to filing. **There is no fee for this filing.** Upon termination of this engagement, there is an affirmative duty to notify the Clerk of Council within thirty (30) days (the form may be obtained from the Clerk.) **ANY PERSON WHO KNOWINGLY FILES A FALSE STATEMENT IS GUILTY OF FALSIFICATION UNDER SECTION 2921.13 OF THE OHIO REVISED CODE, WHICH IS A MISDEMEANOR OF THE FIRST DEGREE.** Other related prohibitions and penalties are contained in Section 112-99 of the Cincinnati Municipal Code.

**A. GENERAL INFORMATION**

Full Name of Legislative Agent Colleen Marie Reynolds  
(First) (Middle) (Last)

Occupation Government Affairs

Business Address 255 E 5<sup>th</sup> Street 1900  
Street Suite Number

Cincinnati OH 45202  
City State Zip (+4)

Telephone Number ( 513 ) 832 - 5449

**AGENT CHANGE OF NAME OR ADDRESS** – Based on your initial Registration Statement or last Updated Registration Statement, state any changes in your name or address.

(If none, check here  X  )

Name of Legislative Agent \_\_\_\_\_

Address \_\_\_\_\_  
Street Suite Number

\_\_\_\_\_  
City State Zip (+4)

Telephone Number ( )

**Reporting Period:** Statement filed for period covering (check one and fill in year).

- ☐ January 1 through June 30, 2020  
☒ **July 1 through December 31 2020**

(Report due on or before July 31)  
(Report due on or before Jan. 31)

**Date of Termination**



**Employer Name**

Blue Ocean Development
Cincinnati Arts Association
Cincinnati Ballet
Cincinnati Barge & Rail Terminal (The Sawyer Place Company)
Cincinnati USA Regional Chamber
Circle Development, LLC
CincyTech
Dragonfly Foundation
Earth Management Trucking
Madison & Stewart, LLC
Oakley Yards Development, LLC
Paramount Redevelopment Group, LLC
Paylt
PLK Cooper, LLC
Rosemary's Babies Co.
Transdev North America, INC
Trinitas Ventures, LLC
UC Health
University of Cincinnati
Uptown Consortium

## B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

**AMENDED STATEMENT** – Is this an Amended Statement (i.e., any change in an amount or a filing pursuant to a dispute resolution decision of the OCCl.

☐ YES ☒ NO

If yes, you are required to complete only the portion(s) you have amended.

**TERMINATIONS** – Are you still engaged by all of the employers listed on page 1 of this form?

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Employer	Ordinance/Resolution #	Description
Paramount Redevelopment	0278-2020	Zone Change – May Square
Oakley Yards Development	0371-2020	Tunnel Project Funding
Rosemary's Babies	0354-2020	Carryover Project Funding
Dragonfly Foundation	0354-2020	Carryover Project Funding

**ADDITIONAL TYPES OF LEGISLATION** – Since your Initial Registration Statement or last Updated Registration Statement for all Employers listed on this form, give a brief description of each of the additional types of legislation to which any of your engagements relate.

(If none, check here ☒)

## C. DEFINITIONS

**“Staff”** means any city employee whose official duties are to formulate policy and who exercises administrative or supervisory authority or who authorizes the expenditure of city funds. “Staff” is limited to employees who are required to file a Financial Disclosure Statement under Article XXVI of the Administrative Code.

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## D. FINANCIAL TRANSACTIONS

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- b. Brief description of the purpose and nature of the transaction: \_\_\_\_\_  
\_\_\_\_\_
- c. Date the transaction was made or entered into: \_\_\_\_\_
- d. Other pertinent details: \_\_\_\_\_  
\_\_\_\_\_

(Attach an additional sheet for each public officer, employee, or staff member)

(If none, check here ☒)

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**ALL SIGNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED INDIVIDUAL.**

Colleen M. Reynolds

Type or Print Name of Legislative Agent

*Colleen M. Reynolds*

Signature of Legislative Agent

1/28/21

Date



808/0083

1. The first of the two main parts of the report is a description of the work done during the period covered by the report.

2. The second part of the report is a discussion of the results of the work done during the period covered by the report.

## 1. Description of the work done during the period covered by the report

The work done during the period covered by the report was of a general nature and was concerned with the study of the properties of the system under investigation. The work was carried out in the form of a series of experiments, the results of which are described in the following sections.

### 1.1. General description of the system

The system under investigation is a complex system consisting of a number of interconnected components. The components are described in the following sections.

#### 1.1.1. Description of the components

The components of the system are described in the following sections. The first component is the input device, which is used to enter data into the system.

The second component is the output device, which is used to display the results of the system's operation.

#### 1.1.2. Description of the system's operation

The system's operation is described in the following sections. The first section describes the system's operation in the normal state, and the second section describes the system's operation in the fault state.

#### 1.1.3. Description of the system's performance

The system's performance is described in the following sections. The first section describes the system's performance in the normal state, and the second section describes the system's performance in the fault state.

#### 1.1.4. Description of the system's reliability

The system's reliability is described in the following sections. The first section describes the system's reliability in the normal state, and the second section describes the system's reliability in the fault state.

#### 1.1.5. Description of the system's security

The system's security is described in the following sections. The first section describes the system's security in the normal state, and the second section describes the system's security in the fault state.

The system's security is described in the following sections. The first section describes the system's security in the normal state, and the second section describes the system's security in the fault state.

The system's security is described in the following sections.

**Employer Name**

Blue Ocean Development
Cincinnati Arts Association
Cincinnati Ballet
Cincinnati Barge & Rail Terminal (The Sawyer Place Company)
Circle Development, LLC
CincyTech
Dragonfly Foundation
Earth Management Trucking
Madison & Stewart, LLC
Oakley Yards Development, LLC
Paramount Redevelopment Group, LLC
Paylt
PLK Cooper, LLC
Rosemary's Babies Co
Transdev North America, INC
Trinitas Ventures, LLC
UC Health
University of Cincinnati
Uptown Consortium

## B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

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☐ YES ☒ NO

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☒ YES ☐ NO

If no, please list the name of the Employers by whom you are no longer engaged and the date of termination. (Attach additional sheets if necessary).

**Employer Name**

**Date of Termination**


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**ADDITIONAL TYPES OF LEGISLATION** – Since your Initial Registration Statement or last Updated Registration Statement for all Employers listed on this form, give a brief description of each of the additional types of legislation to which any of your engagements relate.

(If none, check here ☒)

## C. DEFINITIONS

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employees who are required to file a Financial Disclosure Statement under Article XXVI of the Administrative Code.

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#### D. FINANCIAL TRANSACTIONS

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- c. Date the transaction was made or entered into: \_\_\_\_\_
- d. Other pertinent details: \_\_\_\_\_

(Attach an additional sheet for each public officer, employee, or staff member)

(If none, check here ☒)

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**ALL SIGNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED INDIVIDUAL.**

\_\_\_\_\_  
Matt Davis  
Type or Print Name of Legislative Agent

  
\_\_\_\_\_  
Signature of Legislative Agent

\_\_\_\_\_  
1/28/21  
Date



202100484

**Clerk of Council**

801 Plum Street, Room 308  
Cincinnati, Ohio 45202  
(513) 352-3246

Please check ALL that apply

- ☐ Termination(s) of Engagement  
☐ Change of Address  
☐ Amended Statement

**LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT**

This statement must be filed with the Clerk of Council by the last day of January and July, annually. Please read instructions and review Sections 112-1 to 112-17, Cincinnati Municipal Code, prior to filing. **There is no fee for this filing.** Upon termination of this engagement, there is an affirmative duty to notify the Clerk of Council within thirty (30) days (the form may be obtained from the Clerk.) **ANY PERSON WHO KNOWINGLY FILES A FALSE STATEMENT IS GUILTY OF FALSIFICATION UNDER SECTION 2921.13 OF THE OHIO REVISED CODE, WHICH IS A MISDEMEANOR OF THE FIRST DEGREE.** Other related prohibitions and penalties are contained in Section 112-99 of the Cincinnati Municipal Code.

**A. GENERAL INFORMATION**

Full Name of Legislative Agent EDWARD J. BABBITT  
(First) (Middle) (Last)  
Occupation VICE PRESIDENT + SENIOR COUNSEL, WESTERN + SOUTHERN  
Business Address 400 BROADWAY  
CINCINNATI OH 45202  
City State Zip(+4)  
Telephone Number (513) 629-1464

**AGENT CHANGE OF NAME OR ADDRESS** - Based on your initial Registration Statement or last Updated Registration Statement, state any changes in your name or address.

(If none, check here ☒)

Name of Legislative Agent \_\_\_\_\_  
Address \_\_\_\_\_  
City State Zip(+4)  
Telephone Number ( ) \_\_\_\_\_

**Reporting Period:** Statement filed for period covering (check one and fill in year).

☐ January 1 through June 30, 199\_ (Report due on or before July 31)  
☒ July 1 through December 31, ~~199~~ 2020 (Report due on or before Jan. 31)

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**B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION**

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If no, please list the name of the Employers by whom you are no longer engaged and the date of termination. (Attach additional sheets if necessary.)

Employer Name	Date of Termination
_____	_____
_____	_____
_____	_____
_____	_____

**ORDINANCES AND RESOLUTIONS** - List the specific ordinance(s) and resolution(s) on which you actively advocated during this reporting period.

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**ADDITIONAL TYPES OF LEGISLATION** - Since your Initial Registration Statement or last Updated Registration Statement for all Employers listed on this form, give a brief description of each of the additional types of legislation to which any of your engagements relate.

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"Legislation" means ordinances, resolutions, amendments, nominations, and any other matter pending before the Council. See the definition of "legislation" under Section 112-1-L, Cincinnati Municipal Code.

"Financial Transaction" See definition in Section 112-1-F, Cincinnati Municipal Code.

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\_\_\_\_\_
- c. Date the transaction was made or entered into: \_\_\_\_\_
- d. Other pertinent details: \_\_\_\_\_  
\_\_\_\_\_

(Attach an additional sheet for each public officer, employee, or staff member.)

(If none, check here ☒)

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**ALL SIGNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED INDIVIDUAL.**

Edward J. Babbitt  
Type or Print Name of Legislative Agent

Edward J. Babbitt  
Signature of Legislative Agent

1/28/2021  
Date

202100488

## FINANCIAL DISCLOSURE STATEMENT

Name: Long Sheryl M.  
Last First Middle  
Home Address [REDACTED]  
Street City State County Zip  
Department/Job Title: City Manager's Office / Assistant City Manager

1. List the names of members of your immediate family including your spouse and any dependent children.

[REDACTED]

[REDACTED]

2. List all name under which you or members of your immediate family do business.

[REDACTED]

3. List the names of any person or organizations, other than the City, for whom you do work as an employee.

N/A

4. List each source from which your spouse or any dependent child received income of more than \$5,000 during the previous calendar year, with the exception of your City employment. Sources of income which are reportable for Ohio and/or federal income tax purposes should be included whether such income is derived from outside employment, business operations, or investment.

Although you are required to list each source of income, you are not required to disclose any dollar amounts. If you received income from a business or profession, name only the source of income, such as the name of the business and not individual accounts, clients, or customers for the business or profession. Attorneys, doctors and psychologists should not list their clients or patients. For each source of income listed, give a brief description of the nature of the income (e.g. investment, law practice).

Source: N/A

Source: \_\_\_\_\_

Source: \_\_\_\_\_

5. List the name of each corporation incorporated or authorized to do business in Cincinnati, Ohio and each business trust, partnership, or association transacting business in Cincinnati, Ohio in which you, your spouse, or any dependent family member had an interest of more than 5% during the preceding calendar year, or in which you, your spouse, or dependent family member holds an office or has a fiduciary relationship (regardless of monetary investment). This section does not require disclosure of information concerning deposits or withdrawable share accounts in banks, savings and loans, credit unions, or other similar financial institutions.

N/A

6. List all interest in real estate located in Cincinnati, Ohio to which you hold legal title or in which, your spouse, or any dependent family member has any beneficial interest other than your personal primary residence. List by address or other description and include the nature of the interest held.

N/A

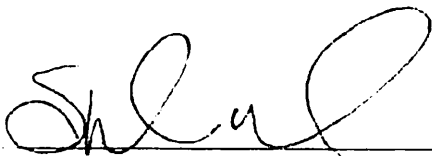
#### ATTESTATION

I acknowledge that I have a continuing duty to supplement the information provided herein as any material changes may occur, and that I am under an obligation to advise my superior(s) or areas where the potential for conflict of interest may arise in the performance of my responsibilities.

I further acknowledge that a false filing of this statement may be grounds for removal from my office or dismissal from my employment.

I swear or affirm that this statement and any attachments thereto, have been prepared or carefully reviewed by me and constitute a complete, truthful, and correct disclosure of all information required therein.

Signature: \_\_\_\_\_



1/29/2021

Date

# FINANCIAL DISCLOSURE STATEMENT

202100489

Name: Johnson Reese Parker

Last First Middle

Home Address: [REDACTED]

Street City State County Zip

Department/Job Title: Sewers/Treatment Superintendent

1. List the names of members of your immediate family including your spouse and any dependent children.

[REDACTED] \_\_\_\_\_  
[REDACTED] \_\_\_\_\_  
[REDACTED] \_\_\_\_\_

2. List all name under which you or members of your immediate family do business.

N/A \_\_\_\_\_

3. List the names of any person or organizations, other than the City, for whom you do work as an employee.

None \_\_\_\_\_

4. List each source from which your spouse or any dependent child received income of more than \$5,000 during the previous calendar year, with the exception of your City employment. Sources of income which are reportable for Ohio and/or federal income tax purposes should be included whether such income is derived from outside employment, business operations, or investment.

Although you are required to list each source of income, you are not required to disclose any dollar amounts. If you received income from a business or profession, name only the source of income, such as the name of the business and not individual accounts, clients, or customers for the business or profession. Attorneys, doctors and psychologists **should not** list their clients or patients. For each source of income listed, give a brief description of the nature of the income (e.g. investment, law practice).

Source: Xavier University (staff, adjunct professor)

Source: \_\_\_\_\_

Source: \_\_\_\_\_

5. List the name of each corporation incorporated or authorized to do business in Cincinnati, Ohio and each business trust, partnership, or association transacting business in Cincinnati, Ohio in which you, your spouse, or any dependent family member had an interest of more than 5% during the preceding calendar year, or in which you, your spouse, or dependent family member holds an office or has a fiduciary relationship (regardless of monetary investment). This section does not require disclosure of information concerning deposits or withdrawable share accounts in banks, savings and loans, credit unions, or other similar financial institutions.

None

6. List all interest in real estate located in Cincinnati, Ohio to which you hold legal title or in which, your spouse, or any dependent family member has any beneficial interest other than your personal primary residence. List by address or other description and include the nature of the interest held.

None

#### ATTESTATION

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I swear or affirm that this statement and any attachments thereto, have been prepared or carefully reviewed by me and constitute a complete, truthful, and correct disclosure of all information required therein.

Signature: \_\_\_\_\_

*Roose P. Johnson*

1/26/21

Date



202100490

FINANCIAL DISCLOSURE STATEMENT

Name: Hageman Bobbi Kay

Last

First

Middle

Home Address: [REDACTED]

Street

City

State

County

Zip

Department/Job Title: Finance/Chief Procurement Officer

1. List the names of members of your immediate family including your spouse and any dependent children.

[REDACTED]

2. List all name under which you or members of your immediate family do business.

3. List the names of any person or organizations, other than the City, for whom you do work as an employee.

4. List each source from which your spouse or any dependent child received income of more than \$5,000 during the previous calendar year, with the exception of your City employment. Sources of income which are reportable for Ohio and/or federal income tax purposes should be included whether such income is derived from outside employment, business operations, or investment.

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Source:

OPTIONAL

Source: \_\_\_\_\_

Source: \_\_\_\_\_

5. List the name of each corporation incorporated or authorized to do business in Cincinnati, Ohio and each business trust, partnership, or association transacting business in Cincinnati, Ohio in which you, your spouse, or any dependent family member had an interest of more than 5% during the preceding calendar year, or in which you, your spouse, or dependent family member holds an office or has a fiduciary relationship (regardless of monetary investment). This section does not require disclosure of information concerning deposits or withdrawable share accounts in banks, savings and loans, credit unions, or other similar financial institutions.

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Signature: \_\_\_\_\_



Date

1/26/2021

# FINANCIAL DISCLOSURE STATEMENT

202100496

Name: Gindling Donald G

Last

First

Middle

Home Address: [REDACTED]

Street

City

State

County

Zip

Department/Job Title: DOTe/Deputy Director

1. List the names of members of your immediate family including your spouse and any dependent children.

[REDACTED]

2. List all name under which you or members of your immediate family do business.

n/a

3. List the names of any person or organizations, other than the City, for whom you do work as an employee.

n/a

4. List each source from which your spouse or any dependent child received income of more than \$5,000 during the previous calendar year, with the exception of your City employment. Sources of income which are reportable for Ohio and/or federal income tax purposes should be included whether such income is derived from outside employment, business operations, or investment.

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Source: n/a

2/14/2021

Source: \_\_\_\_\_

Source: \_\_\_\_\_

5. List the name of each corporation incorporated or authorized to do business in Cincinnati, Ohio and each business trust, partnership, or association transacting business in Cincinnati, Ohio in which you, your spouse, or any dependent family member had an interest of more than 5% during the preceding calendar year, or in which you, your spouse, or dependent family member holds an office or has a fiduciary relationship (regardless of monetary investment). This section does not require disclosure of information concerning deposits or withdrawable share accounts in banks, savings and loans, credit unions, or other similar financial institutions.

n/a

6. List all interest in real estate located in Cincinnati, Ohio to which you hold legal title or in which, your spouse, or any dependent family member has any beneficial interest other than your personal primary residence. List by address or other description and include the nature of the interest held.

#### ATTESTATION

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Signature: \_\_\_\_\_

*Don Sundberg*

1/26/2021

Date

Name: Fortinderry Daniel Clare  
Last First Middle  
Home Address: [REDACTED]  
Street City State County Zip  
Department/Job Title: DCED-Parking Parking Division Manager

---

1. List the names of members of your immediate family including your spouse and any dependent children.

[REDACTED]

\_\_\_\_\_

\_\_\_\_\_

2. List all name under which you or members of your immediate family do business.

[REDACTED]

\_\_\_\_\_

3. List the names of any person or organizations, other than the City, for whom you do work as an employee.

NA

\_\_\_\_\_

4. List each source from which your spouse or any dependent child received income of more than \$5,000 during the previous calendar year, with the exception of your City employment. Sources of income which are reportable for Ohio and/or federal income tax purposes should be included whether such income is derived from outside employment, business operations, or investment.

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Source: US Census Bureau - Spouse

\_\_\_\_\_

202/00502

Source:

NA

5. List the name of each corporation incorporated or authorized to do business in Cincinnati, Ohio and each business trust, partnership, or association transacting business in Cincinnati, Ohio in which you, your spouse, or any dependent family member had an interest of more than 5% during the preceding calendar year, or in which you, your spouse, or dependent family member holds an office or has a fiduciary relationship (regardless of monetary investment). This section does not require disclosure of information concerning deposits or withdrawable share accounts in banks, savings and loans, credit unions, or other similar financial institutions.

NA

6. List all interest in real estate located in Cincinnati, Ohio to which you hold legal title or in which, your spouse, or any dependent family member has any beneficial interest other than your personal primary residence. List by address or other description and include the nature of the interest held.

NA

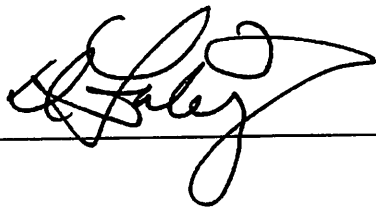
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I swear or affirm that this statement and any attachments thereto, have been prepared or carefully reviewed by me and constitute a complete, truthful, and correct disclosure of all information required therein.

Signature:



1-27-2021

Date

2021/01/27

# FINANCIAL DISCLOSURE STATEMENT

20210508

Name: Fleming Jason A

Last First Middle

Home Address: [REDACTED]

Street City State County Zip

Department/Job Title: Water Works/Treatment Superintendent

1. List the names of members of your immediate family including your spouse and any dependent children.

[REDACTED]

[REDACTED]

2. List all name under which you or members of your immediate family do business.

None

3. List the names of any person or organizations, other than the City, for whom you do work as an employee.

None

4. List each source from which your spouse or any dependent child received income of more than \$5,000 during the previous calendar year, with the exception of your City employment. Sources of income which are reportable for Ohio and/or federal income tax purposes should be included whether such income is derived from outside employment, business operations, or investment.

Although you are required to list each source of income, you are not required to disclose any dollar amounts. If you received income from a business or profession, name only the source of income, such as the name of the business and not individual accounts, clients, or customers for the business or profession. Attorneys, doctors and psychologists **should not** list their clients or patients. For each source of income listed, give a brief description of the nature of the income (e.g. investment, law practice).

Source: Proctor and Gamble;



Source: Chipotle

Source: \_\_\_\_\_

5. List the name of each corporation incorporated or authorized to do business in Cincinnati, Ohio and each business trust, partnership, or association transacting business in Cincinnati, Ohio in which you, your spouse, or any dependent family member had an interest of more than 5% during the preceding calendar year, or in which you, your spouse, or dependent family member holds an office or has a fiduciary relationship (regardless of monetary investment). This section does not require disclosure of information concerning deposits or withdrawable share accounts in banks, savings and loans, credit unions, or other similar financial institutions.

None

6. List all interest in real estate located in Cincinnati, Ohio to which you hold legal title or in which, your spouse, or any dependent family member has any beneficial interest other than your personal primary residence. List by address or other description and include the nature of the interest held.

None

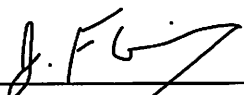
#### ATTESTATION

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Signature: \_\_\_\_\_



1/26/21

Date



FINANCIAL DISCLOSURE STATEMENT

2021 00514

Name: Chundur Rajanand

Last

First

Middle

Home Address:

Street

City

State

County

Zip

Department/Job Title: Deputy Director - ETS

1. List the names of members of your immediate family including your spouse and any dependent children.

[REDACTED]

[REDACTED]

[REDACTED]

2. List all name under which you or members of your immediate family do business.

N/A

3. List the names of any person or organizations, other than the City, for whom you do work as an employee.

N/A

4. List each source from which your spouse or any dependent child received income of more than \$5,000 during the previous calendar year, with the exception of your City employment. Sources of income which are reportable for Ohio and/or federal income tax purposes should be included whether such income is derived from outside employment, business operations, or investment.

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Source: University of Cincinnati

147001834

Source: \_\_\_\_\_

Source: \_\_\_\_\_

5. List the name of each corporation incorporated or authorized to do business in Cincinnati, Ohio and each business trust, partnership, or association transacting business in Cincinnati, Ohio in which you, your spouse, or any dependent family member had an interest of more than 5% during the preceding calendar year, or in which you, your spouse, or dependent family member holds an office or has a fiduciary relationship (regardless of monetary investment). This section does not require disclosure of information concerning deposits or withdrawable share accounts in banks, savings and loans, credit unions, or other similar financial institutions.

N/A

6. List all interest in real estate located in Cincinnati, Ohio to which you hold legal title or in which, your spouse, or any dependent family member has any beneficial interest other than your personal primary residence. List by address or other description and include the nature of the interest held.

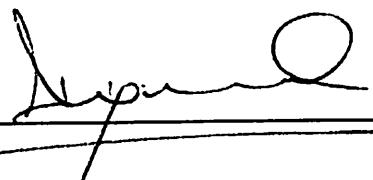
N/A

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I swear or affirm that this statement and any attachments thereto, have been prepared or carefully reviewed by me and constitute a complete, truthful, and correct disclosure of all information required therein.

Signature:  \_\_\_\_\_

01/26/2021

Date

202100520

Home Address: \_\_\_\_\_  
Street City State County Zip

Source: \_\_\_\_\_

Source: \_\_\_\_\_

5. List the name of each corporation incorporated or authorized to do business in Cincinnati, Ohio and each business trust, partnership, or association transacting business in Cincinnati, Ohio in which you, your spouse, or any dependent family member had an interest of more than 5% during the preceding calendar year, or in which you, your spouse, or dependent family member holds an office or has a fiduciary relationship (regardless of monetary investment). This section does not require disclosure of information concerning deposits or withdrawable share accounts in banks, savings and loans, credit unions, or other similar financial institutions.

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Signature: \_\_\_\_\_

*William Brown*

*1/25/21*

Date

# FINANCIAL DISCLOSURE STATEMENT

202100526

Name: Brazina John Seth  
Last First Middle  
 Home Address: [REDACTED]  
Street City State County Zip  
 Department/Job Title: Transportation and Engineering/Director

1. List the names of members of your immediate family including your spouse and any dependent children.

[REDACTED] \_\_\_\_\_  
[REDACTED] \_\_\_\_\_  
[REDACTED] \_\_\_\_\_

2. List all name under which you or members of your immediate family do business.

\_\_\_\_\_

3. List the names of any person or organizations, other than the City, for whom you do work as an employee.

\_\_\_\_\_

4. List each source from which your spouse or any dependent child received income of more than \$5,000 during the previous calendar year, with the exception of your City employment. Sources of income which are reportable for Ohio and/or federal income tax purposes should be included whether such income is derived from outside employment, business operations, or investment.

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Source: \_\_\_\_\_  
 \_\_\_\_\_



Source: \_\_\_\_\_

Source: \_\_\_\_\_

5. List the name of each corporation incorporated or authorized to do business in Cincinnati, Ohio and each business trust, partnership, or association transacting business in Cincinnati, Ohio in which you, your spouse, or any dependent family member had an interest of more than 5% during the preceding calendar year, or in which you, your spouse, or dependent family member holds an office or has a fiduciary relationship (regardless of monetary investment). This section does not require disclosure of information concerning deposits or withdrawable share accounts in banks, savings and loans, credit unions, or other similar financial institutions.

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Signature: John S. Bragione 1/26/21  
Date

# FINANCIAL DISCLOSURE STATEMENT

202100532

Name: Koopman Joel Q  
Last First Middle

Home Address: [REDACTED]  
Street City State County Zip

Department/Job Title: Department of Public Services Deputy Director

1. List the names of members of your immediate family including your spouse and any dependent children.

[REDACTED]

2. List all name under which you or members of your immediate family do business.

N/A

3. List the names of any person or organizations, other than the City, for whom you do work as an employee.

N/A

4. List each source from which your spouse or any dependent child received income of more than \$5,000 during the previous calendar year, with the exception of your City employment. Sources of income which are reportable for Ohio and/or federal income tax purposes should be included whether such income is derived from outside employment, business operations, or investment.

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Source: AAA Allied Insurance [REDACTED]

Source: \_\_\_\_\_

Source: \_\_\_\_\_

5. List the name of each corporation incorporated or authorized to do business in Cincinnati, Ohio and each business trust, partnership, or association transacting business in Cincinnati, Ohio in which you, your spouse, or any dependent family member had an interest of more than 5% during the preceding calendar year, or in which you, your spouse, or dependent family member holds an office or has a fiduciary relationship (regardless of monetary investment). This section does not require disclosure of information concerning deposits or withdrawable share accounts in banks, savings and loans, credit unions, or other similar financial institutions.

N/A

6. List all interest in real estate located in Cincinnati, Ohio to which you hold legal title or in which, your spouse, or any dependent family member has any beneficial interest other than your personal primary residence. List by address or other description and include the nature of the interest held.

N/A

#### ATTESTATION

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Signature: \_\_\_\_\_



1-26-2021

Date



# FINANCIAL DISCLOSURE STATEMENT

202100538

Name: Bolden, Jennifer Kay

Last

First

Middle

Home Address: [REDACTED]

Street

City

State

County

Zip

Department/Job Title: Division Manager

1. List the names of members of your immediate family including your spouse and any dependent children.

_____	_____
_____	_____
_____	_____

2. List all name under which you or members of your immediate family do business.

_____	_____
-------	-------

3. List the names of any person or organizations, other than the City, for whom you do work as an employee.

_____	_____
-------	-------

4. List each source from which your spouse or any dependent child received income of more than \$5,000 during the previous calendar year, with the exception of your City employment. Sources of income which are reportable for Ohio and/or federal income tax purposes should be included whether such income is derived from outside employment, business operations, or investment.

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Source: \_\_\_\_\_

_____
-------

Source: \_\_\_\_\_

Source: \_\_\_\_\_

5. List the name of each corporation incorporated or authorized to do business in Cincinnati, Ohio and each business trust, partnership, or association transacting business in Cincinnati, Ohio in which you, your spouse, or any dependent family member had an interest of more than 5% during the preceding calendar year, or in which you, your spouse, or dependent family member holds an office or has a fiduciary relationship (regardless of monetary investment). This section does not require disclosure of information concerning deposits or withdrawable share accounts in banks, savings and loans, credit unions, or other similar financial institutions.

\_\_\_\_\_

\_\_\_\_\_

6. List all interest in real estate located in Cincinnati, Ohio to which you hold legal title or in which, your spouse, or any dependent family member has any beneficial interest other than your personal primary residence. List by address or other description and include the nature of the interest held.

\_\_\_\_\_

\_\_\_\_\_

---

#### ATTESTATION

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Signature: Kay Behn

01/26/2021

Date

# FINANCIAL DISCLOSURE STATEMENT

202100544

Name: Alder Karen S

Last

First

Middle

Home Address: [REDACTED]

Street

City

State

County

Zip

Department/Job Title: Finance Director

1. List the names of members of your immediate family including your spouse and any dependent children.

[REDACTED]

[REDACTED]

2. List all name under which you or members of your immediate family do business.

N/A

3. List the names of any person or organizations, other than the City, for whom you do work as an employee.

N/A

4. List each source from which your spouse or any dependent child received income of more than \$5,000 during the previous calendar year, with the exception of your City employment. Sources of income which are reportable for Ohio and/or federal income tax purposes should be included whether such income is derived from outside employment, business operations, or investment.

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Source: [REDACTED] - Randy's Worldwide (AKA Ring & Pinion Service)

Source: [REDACTED] - Meiers Wine Cellars Inc

Source: [REDACTED] - Beacon Orthopedics

5. List the name of each corporation incorporated or authorized to do business in Cincinnati, Ohio and each business trust, partnership, or association transacting business in Cincinnati, Ohio in which you, your spouse, or any dependent family member had an interest of more than 5% during the preceding calendar year, or in which you, your spouse, or dependent family member holds an office or has a fiduciary relationship (regardless of monetary investment). This section does not require disclosure of information concerning deposits or withdrawable share accounts in banks, savings and loans, credit unions, or other similar financial institutions.

N/A

6. List all interest in real estate located in Cincinnati, Ohio to which you hold legal title or in which, your spouse, or any dependent family member has any beneficial interest other than your personal primary residence. List by address or other description and include the nature of the interest held.

31-4 Woodson Bend Resort, Bronston, KY 42518

#### ATTESTATION

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Signature: Karen S Alder

1/26/2021

Date

**January 27, 2021**

**To:** Mayor and Members of City Council **202100270**

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

**Subject: Ordinance – Dick’s Sporting Goods Foundation Sports Matter Community Grants**

---

Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate grants in an amount up to \$10,000 from the Dick’s Sporting Goods Foundation Sports Matter Community Grants Program for the purpose of funding youth programs at the Price Hill Community Center and the Millvale Community Center.

This Ordinance authorizes the City Manager to apply for, accept and appropriate a grant in an amount up to \$10,000 from the Dick’s Sporting Goods Foundation Sports Matter Community Grants Program.

The Sports Matter Community Grants Program provides these funds solely to support sports programs for children K-12. The Cincinnati Recreation Foundation intends to submit two applications in the amount of \$5,000 each to the Sports Matter Community Grants Program to fund youth programs at the Millvale Community Center and the Price Hill Community Center. This Ordinance would also authorize the Finance Director to deposit the grant funds into Contributions for Recreation Purposes Fund 319.

The grant requires no local match, and no new FTE are associated with the grant. Recreation has applied for the grant but will not accept any resources without City Council approval.

This Ordinance is in accordance with the “Collaborate” goal to “Work in synergy with the Cincinnati community,” as described on page 209 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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

Attachment



**AUTHORIZING** the City Manager to apply for, accept, and appropriate grants in an amount up to \$10,000 from the Dick's Sporting Goods Foundation Sports Matter Community Grants Program for the purpose of funding youth programs at the Price Hill Community Center and the Millvale Community Center.

WHEREAS, grants are available from the Dick's Sporting Goods Foundation Sports Matter Community Grants Program to support sports programs for children K-12; and

WHEREAS, the Cincinnati Recreation Foundation intends to submit two applications in the amount of \$5,000 each to the Sports Matter Community Grants Program to fund youth programs at the Millvale Community Center and the Price Hill Community Center; and

WHEREAS, grant funds will be used to purchase equipment and supplies for youth program activities at the Price Hill and Millvale Community Centers; and

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

WHEREAS, acceptance of the Sports Matter Community Grants funding is in accordance with the "Collaborate" goal to "Work in synergy with the Cincinnati community," as described on page 209 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to apply for, accept, and appropriate grants in the amount of up to \$10,000 from the Dick's Sporting Goods Foundation Sports Matter Community Grants Program for the purpose of funding youth programs at the Price Hill Community Center and the Millvale Community Center.

Section 2. That the Director of Finance is hereby authorized to receive and deposit the grant funds into Fund 319, "Contributions for Recreation Purposes."

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



January 27, 2021

**To:** Mayor and Members of City Council **202100272**

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

**Subject:** Ordinance – Kirby & Bruce Intersection Safety Improvement Grant

Attached is an Ordinance captioned:

**ESTABLISHING** new capital improvement program project account no. 980x232x212347, “Kirby & Bruce Safety Improvement Grants,” for the purpose of providing grant resources for the realignment of the existing intersection at Kirby Avenue and Bruce Avenue to reduce crashes and improve safety; **AUTHORIZING** the City Manager to accept and appropriate safety improvement grant resources (CFDA #20.205) in an amount up to \$126,000 from the Ohio Department of Transportation to the newly established capital improvement program project account no. 980x232x212347, “Kirby & Bruce Safety Improvement Grants,” for the purpose of providing resources for roadway safety improvements (PID 111252) at the existing intersection of Kirby Avenue and Bruce Avenue to reduce crashes and improve safety; and further **AUTHORIZING** the City Manager to enter into any agreements necessary for the receipt and administration of these grant resources.

Approval of this Ordinance would establish new capital improvement program project account no. 980x232x212347, “Kirby & Bruce Safety Improvement Grants,” for the purpose of providing grant resources for the realignment of the existing intersection at Kirby Avenue and Bruce Avenue to reduce crashes and improve safety. The Ordinance would also authorize the City Manager to accept and appropriate safety improvement grant resources (CFDA #20.205) in an amount up to \$126,000 from the Ohio Department of Transportation to the newly established capital improvement program project account.

On September 13, 2017, the City Council authorized the application for these grant resources via the approval of Ordinance No. 0239-2017. These grant resources require local match funding in the amount of \$14,000, which is available in existing capital improvement program project account no. 980x232x202336, “Neighborhood Transportation Strategies”. No additional FTE are associated with these grants.

The Kirby & Bruce Safety Improvements project is in accordance with the “Connect” goal to “develop an efficient multi-modal transportation system that supports neighborhood livability” as well as the strategy to “plan, design, and implement a safe and sustainable transportation system,” as described on pages 129-138 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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

Attachment





-2021

**ESTABLISHING** new capital improvement program project account no. 980x232x212347, “Kirby & Bruce Safety Improvement Grants,” for the purpose of providing grant resources for the realignment of the existing intersection at Kirby Avenue and Bruce Avenue to reduce crashes and improve safety; **AUTHORIZING** the City Manager to accept and appropriate safety improvement grant resources (CFDA #20.205) in an amount up to \$126,000 from the Ohio Department of Transportation to the newly established capital improvement program project account no. 980x232x212347, “Kirby & Bruce Safety Improvement Grants,” for the purpose of providing resources for roadway safety improvements (PID 111252) at the existing intersection of Kirby Avenue and Bruce Avenue to reduce crashes and improve safety; and further **AUTHORIZING** the City Manager to enter into any agreements necessary for the receipt and administration of these grant resources.

WHEREAS, on September 13, 2017, City Council approved Ordinance No. 0239-2017, which authorized the Administration to apply for grant resources from the Highway Safety Improvement Program awarded by the Ohio Department of Transportation; and

WHEREAS, the City received the grant resources, which will be used to reduce crashes and improve safety by realigning the existing intersection of Kirby Avenue and Bruce Avenue; and

WHEREAS, the grant resources will require local match funding in the amount of \$14,000, which is available in existing capital improvement program project account no. 980x232x202336, “Neighborhood Transportation Strategies”; and

WHEREAS, there are no new FTE requirements associated with these grant resources; and

WHEREAS, the Kirby & Bruce Safety Improvements project is in accordance with the “Connect” goal to “develop an efficient multi-modal transportation system that supports neighborhood livability” as well as the strategy to “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 Council hereby authorizes the establishment of capital improvement program project account no. 980x232x212347, “Kirby & Bruce Safety Improvement Grants,” for

the purpose of providing grant resources for the realignment of the existing intersection at Kirby Avenue and Bruce Avenue to reduce crashes and improve safety.

Section 2. That the City Manager is authorized to accept and appropriate safety improvement grant resources (CFDA #20.205) in an amount up to \$126,000 from the Ohio Department of Transportation to the newly established capital improvement program project account no. 980x232x212347, "Kirby & Bruce Safety Improvement Grants," for the purpose of providing resources for roadway safety improvements at the existing intersection of Kirby Avenue and Bruce Avenue to reduce crashes and improve safety.

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

Section 4. That the proper City officials are hereby authorized to use and expend the sum of \$126,000 in accordance with the provisions of Sections 1 through 3 hereof.

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

Passed: \_\_\_\_\_, 2021

\_\_\_\_\_  
Mayor

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

January 27, 2021

**To:** Mayor and Members of City Council **202100274**

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

**Subject:** **Emergency Ordinance – FY 2021 Mid-Year Budget Adjustments**

---

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the transfer of the sum of \$2,297,961 within the General Fund from and to various operating budget accounts for the purpose of providing funds to reconcile Early Retirement Incentive Program (ERIP) savings and to provide for the ongoing needs of City departments in accordance with the attached Schedule of Transfer.

This Emergency Ordinance would authorize the various transfers and appropriations within the General Fund as included on the attached Schedule of Transfer. The transfers are all within the current General Fund appropriation and no supplemental appropriations are included.

The Approved FY 2021 Operating Budget Update included estimated savings from an Early Retirement Incentive Program (ERIP) authorized by the City Council via Ordinance No. 0199-2020. Within the General Fund, this Ordinance reconciles the estimated savings with the actual savings based on the employees who elected ERIP as well as staffing changes within departments as part of their ERIP related re-organization plans. The primary source of funds to redistribute to departments is from the non-departmental lump sum account. Based on the number of employees who elected ERIP and their actual lump sum payouts, the full amount set aside for ERIP related lump sum payouts is not needed.

Additional transfers are included to better align appropriations necessary for certain activities such as funds for additional staff training needs in the Department of Buildings and Inspections, the transfer of leveraged support funds from the Department of Community and Economic Development to the Department of Economic Inclusion for a recipient that is now overseen by Economic Inclusion, funds for additional City Council member salaries, funds for City Council Offices for the non-represented 2.0% cost-of-living adjustment (COLA) provided in October 2020, the conversion of non-personnel funding to personnel funding for the Community Safety Response Program in the City Manager's Office, and the conversion of personnel funding to non-personnel funding for the Police Continuous Improvement Program in the Office of Performance and Data Analytics.

The reason for the emergency is the immediate need to accomplish the authorized transfers and appropriations so that funding is in place for the remainder of FY 2021.

The Administration recommends passage of this Emergency Ordinance.

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

Attachments

## **EMERGENCY**

**KMB**

**- 2021**

**AUTHORIZING** the transfer of the sum of \$2,297,961 within the General Fund from and to various operating budget accounts for the purpose of providing funds to reconcile Early Retirement Incentive Program (ERIP) savings and to provide for the ongoing needs of City departments in accordance with the attached Schedule of Transfer.

WHEREAS, City Council passed Ordinance No. 0199-2020 establishing a voluntary Early Retirement Incentive Program (ERIP) to reduce the City's workforce which was included in the City of Cincinnati's Approved FY 2021 Operating Budget Update; and

WHEREAS, estimated savings from the ERIP were included in the Approved FY 2021 Operating Budget Update; and

WHEREAS, the estimated savings must now be reconciled with actual savings for FY 2021 based on the employees who elected ERIP and City departments that approved ERIP related re-organization plans; and

WHEREAS, the transfers and appropriations outlined herein reconcile the estimated ERIP savings amounts with the actual ERIP savings amounts for FY 2021; and

WHEREAS, additional transfers are also included which are necessary to provide for the ongoing needs of various City departments; now therefore,

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

Section 1. That the sum of \$2,297,961 existing within the General Fund is hereby transferred within said fund according to the attached Schedule of Transfer for the purpose of providing funds to reconcile Early Retirement Incentive Program (ERIP) savings and to provide for the ongoing needs of City departments.

Section 2. That the proper City officials are hereby authorized to do all things necessary and proper to carry out the terms of Section 1 and the Schedule of Transfer attached hereto.

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accomplish the authorized transfers and appropriations so that funding is in place for the remainder of FY 2021.

Passed: \_\_\_\_\_, 2021

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

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

**ATTACHMENT A**

**SCHEDULE OF TRANSFER**

**FY 2021 MID-YEAR ADJUSTMENT GENERAL FUND SCHEDULE OF APPROPRIATIONS**

Fund 050 General Fund

REDUCTIONS	Fund Agency	Appropriation Unit	\$ Amount	INCREASES	Fund Agency	Appropriation Unit	\$ Amount
TRANSFER WITHIN APPROPRIATIONS				SUPPLEMENTAL APPROPRIATIONS			
SOURCE ACCOUNTS				USE ACCOUNTS			
CITY MANAGER'S OFFICE	050 101	7100	5,673	CITY COUNCIL	050 011	7100	1,668
CITY MANAGER'S OFFICE	050 101	7200	180,000	COUNCILMEMBER G. LANDSMAN	050 012	7100	1,668
OFFICE OF PERFORMANCE AND DATA ANALYTICS	050 108	7100	200,000	COUNCILMEMBER L. KEATING	050 015	7100	1,668
Total			385,673	COUNCILMEMBER D. MANN	050 016	7100	1,668
				COUNCILMEMBER C. SEELBACH	050 017	7100	1,668
DEPARTMENT OF HUMAN RESOURCES				COUNCILMEMBER W. YOUNG	050 019	7100	62,950
HUMAN RESOURCES	050 121	7100	37,231	CITY COUNCILMEMBERS	050 024	7100	1,668
Total			37,231	COUNCILMEMBER C. SMITHERMAN	050 026	7100	1,668
DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT				COUNCILMEMBER S. GOODIN	050 028	7100	1,668
ECONOMIC DEVELOPMENT AND MAJOR/SPECIAL PROJECTS DIVISION	050 164	7400	100,000	COUNCILMEMBER B. SUNDERMANN	050 029	7100	1,668
Total			100,000	COUNCILMEMBER J-M KEARNEY	Total		80,962
DEPARTMENT OF RECREATION				CLERK OF COUNCIL			
WEST REGION	050 191	7100	24,199	OFFICE OF THE CLERK OF COUNCIL	050 041	7100	12,813
EAST REGION	050 192	7100	4,261	Total			12,813
CENTRAL REGION	050 193	7100	24,556	ENTERPRISE TECHNOLOGY SOLUTIONS			
Total			53,016	ENTERPRISE TECHNOLOGY SOLUTIONS	050 091	7100	2,419
				Total			2,419
CINCINNATI PARKS DEPARTMENT				CITY MANAGER'S OFFICE			
OFFICE OF THE DIRECTOR	050 201	7100	58,868	CITY MANAGER'S OFFICE	050 101	7100	180,000
Total			58,868	EMERGENCY COMMUNICATIONS CENTER	050 103	7100	92,999
DEPARTMENT OF BUILDINGS AND INSPECTIONS				OFFICE OF ENVIRONMENT AND SUSTAINABILITY	050 104	7100	52,622
PROPERTY MAINTENANCE CODE ENFORCEMENT	050 212	7100	197,382	OFFICE OF PERFORMANCE AND DATA ANALYTICS	050 108	7200	200,000
Total			197,382	Total			525,621
CINCINNATI POLICE DEPARTMENT				DEPARTMENT OF LAW			
PATROL BUREAU	050 222	7100	29,336	LAW - CIVIL	050 111	7100	54,654
SUPPORT BUREAU	050 226	7100	276,157	LAW - ADMINISTRATIVE HEARINGS & PROSECUTION	050 112	7100	106,700
Total			305,493	Total			161,354
DEPARTMENT OF PUBLIC SERVICES				DEPARTMENT OF FINANCE			
OFFICE OF THE DIRECTOR	050 251	7100	18,645	INCOME TAX	050 136	7100	304,093
Total			18,645	Total			304,093
NON-DEPARTMENTAL ACCOUNTS				DEPARTMENT OF CITY PLANNING			
LUMP SUM PAYMENTS	050 924	7100	1,141,653	CITY PLANNING	050 171	7100	40,939
Total			1,141,653	Total			40,939
				DEPARTMENT OF RECREATION			
				MAINTENANCE	050 194	7100	100,386
				SUPPORT SERVICES	050 199	7100	55,304
				Total			155,690

# SCHEDULE OF TRANSFER

## FY 2021 MID-YEAR ADJUSTMENT GENERAL FUND SCHEDULE OF APPROPRIATIONS

Fund 050 General Fund

REDUCTIONS	Fund Agency	Appropriation Unit	\$ Amount	INCREASES	Fund Agency	Appropriation Unit	\$ Amount
				CINCINNATI PARKS DEPARTMENT			
				OPERATIONS AND FACILITY MANAGEMENT	050 202	7100	786
				ADMINISTRATION AND PROGRAM SERVICES	050 203	7100	16,369
				Total			17,155
				DEPARTMENT OF BUILDINGS AND INSPECTIONS			
				BUILDINGS & INSPECTIONS, LICENSES & PERMITS	050 211	7100	260,582
				BUILDINGS & INSPECTIONS, LICENSES & PERMITS	050 211	7200	20,000
				PROPERTY MAINTENANCE CODE ENFORCEMENT	050 212	7200	20,000
				Total			300,582
				CINCINNATI POLICE DEPARTMENT			
				INVESTIGATIONS BUREAU	050 225	7100	82,192
				ADMINISTRATION BUREAU	050 227	7100	55,974
				Total			138,166
				DEPARTMENT OF TRANSPORTATION AND ENGINEERING			
				OFFICE OF THE DIRECTOR	050 231	7100	116,063
				Total			116,063
				DEPARTMENT OF PUBLIC SERVICES			
				NEIGHBORHOOD OPERATIONS	050 253	7100	66,540
				FLEET SERVICES	050 256	7100	51,845
				Total			118,385
				CINCINNATI FIRE DEPARTMENT			
				SUPPORT SERVICES	050 272	7100	164,845
				Total			164,845
				DEPARTMENT OF ECONOMIC INCLUSION			
				ECONOMIC INCLUSION	050 281	7100	58,874
				ECONOMIC INCLUSION	050 281	7400	100,000
				Total			158,874
TOTAL FUND REDUCTIONS			2,297,961	TOTAL FUND INCREASES			2,297,961

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**Greg Landsman**  
*Councilmember*

January 25 2021

**Hazard Pay for our Frontline Workers**  
***MOTION***

Many of our frontline workers receive some of the lowest wages. They have shown up to work every day during this pandemic, and **WE MOVE** that the Administration pursue a lump-sum payment of no less than \$1,000 in “Hazard Pay” for these lower-wage, critical frontline workers who deliver core services that citizens depend on from their city government.

Specifically, frontline workers represented by AFSCME, or the American Federation of State, County and Municipal Employees - such as our nurses and sanitation workers - should receive this lump-sum payment. AFSCME has some 1,800 City employees who are unable to work from home, deliver core services that our residents depend on, and are paid, on average, less than most other City staff.

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Councilmember Greg Landsman



**Greg Landsman**  
*Councilmember*

January 25 2021

**Hazard Pay for our Frontline Workers**  
***MOTION***

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We ask that the Administration prioritize City employees who are unable to work from home and deliver core services that our residents depend on; many of these workers are represented by AFSCME, or the American Federation of State, County and Municipal Employees, and fill roles such as our nurses and sanitation workers. AFSCME employees are paid, on average, less than most other City staff, and are at high risk of infecting COVID-19.

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Councilmember Greg Landsman



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**Greg Landsman**  
*Councilmember*

January 25 2021

**Hazard Pay for our Frontline Workers**  
***MOTION***

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We ask that the Administration prioritize City employees who are unable to work from home and deliver core services that our residents depend on; many of these workers are represented by AFSCME, or the American Federation of State, County and Municipal Employees, and fill roles such as our nurses and sanitation workers. AFSCME employees are paid, on average, less than most other City staff, and are at high risk of infecting COVID-19.

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Councilmember Greg Landsman



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**Greg Landsman**  
*Councilmember*

January 25 2021

**Debt Forgiveness and Affordable Housing**  
***MOTION***

**WE MOVE** that the Administration draft legislation, if necessary, to allow the Department of Community and Economic Development (DCED) to create a formal internal policy to best leverage the City's debt forgiveness capacity, in order to 1. Better preserve existing affordable housing, and 2. Help finance new affordable housing options in the City.

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Councilmember Greg Landsman



**Greg Landsman**  
*Councilmember*

January 25 2021

**Sewer Payment Relief to Lower-Income Ratepayers**  
***MOTION***

Last year, the City of Cincinnati created a financial forgiveness program for Greater Cincinnati Waterworks' low-income customers. This project—enabled by our City's "Home Rule"—gave direct relief to struggling families amidst the Coronavirus pandemic.

The Metropolitan Sewer District of Greater Cincinnati (MSD), however, has split possession; Hamilton County owns MSD, the City of Cincinnati runs it. Due to this arrangement, the City is barred from exploring any meaningful relief programs for low-income rate-payers, and the County has to spend millions on outside consultants and lawyers to perform its role in the MSD relationship.

**WE MOVE** that the Administration conduct a report on the potential savings for low-income ratepayers if MSD were able to leverage the City's Home Rule advantage, as well as the savings associated with the aforementioned millions in outside consultants and lawyers with an updated relationship between the City and County. By conducting such a report, we could better determine the positive impacts of an updated partnership between the City and County.

---

Councilmember Greg Landsman

**Date:** January 27, 2021

**To:** Mayor John Cranley

**From:** Andrew W. Garth, City Solicitor *AWG*

**Subject:** **Emergency Ordinance – Amending Ord. No. 384-2020 Approving Mayor’s Appointments to Economic Development Reform Panel**

---

Transmitted herewith is an emergency ordinance captioned as follows:

**AMENDING** Ordinance 384-2020 to approve the Mayor’s proposed appointments to the Economic Development Reform Panel, extending the panel’s reporting date to August 1, 2021, and making minor clarifications to the ordinance.

AWG/CMZ/(lnk)  
Attachment  
330758



EMERGENCY

City of Cincinnati

CMZ

AWB

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

- 2021

**AMENDING** Ordinance 384-2020 to approve the Mayor's proposed appointments to the Economic Development Reform Panel, extending the panel's reporting date to August 1, 2021, and making minor clarifications to the ordinance.

WHEREAS, on December 16, 2020, Council approved Ordinance 384-2020 authorizing the creation of an Economic Development Reform Panel ("Panel"), setting criteria for appointees, and appropriating funds for the Administration to use in supporting the Panel's work; and

WHEREAS, the Mayor has exercised his appointing authority to propose nine distinguished appointees to the Panel with broad experience demonstrating commitment to civic duty and relevant experience, including specific background in Ohio ethics laws; and

WHEREAS, an amendment to Ordinance 384-2020 is required so that the Mayor's appointees set forth in this ordinance can be approved by Council expeditiously and including an appointee with background in real estate development; and

WHEREAS, Council and the Administration desire to extend the reporting date for Panel recommendations in order to allow sufficient time for thorough deliberation and research; now, therefore,

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

Section 1. That Ordinance 384-2020, approved by Council on November 14, 2019, is hereby amended as follows:

Section 5. That the Panel shall convene no later than 30 days after the effective date of this ordinance and the approval of all initial appointments, and shall provide a final report to the citizens of Cincinnati, the Mayor, and Council by May 1, 2021 ~~August 1, 2021~~.

Section 6. That the Panel's work will occur in public meetings in compliance with Ohio's open meeting requirements, which meetings may be held through remote participation and held open to the public in a manner consistent with City Administration protocols and applicable Ohio requirements.

Section 2. That notwithstanding any selection criteria to the contrary in Ordinance 384-2020, the following persons are hereby approved to serve on the Economic Development Reform Panel in the following roles:

1. Ann Marie Tracey (chair): Retired - Hamilton County Common Pleas judge; professor emeritus, Xavier University; former Assistant U.S. Attorney for the Southern District of Ohio
2. Tim Burke (member): President, Manley Burke LPA; former Chairman, Hamilton County Democratic Party
3. Bobbi Dillon (member): Senior Manager, State Government Relations, Procter & Gamble Company
4. Guy Guckenberger (member): Judge, Hamilton County Municipal Court; former Cincinnati Council Member and Hamilton County Commissioner
5. Alicia Bond Lewis (member): Partner, Dinsmore & Shohl LLP
6. Dan Schimberg (member): President, Uptown Rental Properties LLC
7. KZ Smith (member): Senior Pastor, Corinthian Baptist Church
8. Bernadette Watson (member): Retired - City of Cincinnati Public Information Officer, Cincinnati Health Department; former Chief of Staff, Mayor Charlie Luken
9. Verna Williams (member): Dean and Nippert Professor of Law, University of Cincinnati College of Law

Section 3. That all terms of Ordinance No. 384-2020 not amended by this ordinance remain in full force and effect.

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



emergency is the immediate need for Panel members to take action to restore citizens' confidence in the integrity of Council so that the Panel can complete its work at the earliest opportunity.

Passed: \_\_\_\_\_, 2021

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

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

\_\_\_\_\_  
Deletions are struck through. Additions are underlined.

# City of Cincinnati



801 Plum Street, Suite 349  
Cincinnati, Ohio 45202

Phone (513) 352-4610  
Email david.mann@cincinnati-oh.gov  
Web www.cincinnati-oh.gov

David S. Mann  
Councilmember

202100465

January 27, 2021

## MOTION

**WE MOVE** that the City of Cincinnati, in recognition of the importance of Black History Month, acknowledges the essential impact of our African American city employees who have contributed to making our City a better place to call home.

  
Councilmember David Mann

## Statement:

In 1976, President Gerald Ford recognized Black History Month, calling upon the public to “seize the opportunity to honor the too-often neglected accomplishments of black Americans in every area of endeavor throughout our history.” Forty-five years later, this month-long celebration continues to celebrate the richness of the diversity of our national and local culture. Cincinnati has benefited greatly from the participation of African Americans citizens. Many Mayors and Councilmembers, countless outstanding Public Servants in every department – often in leadership positions, numerous business leaders, community leaders, artists, musicians, professional sportspeople, of African-American origin, all have contributed to make our City a better place to call home.

As we remain mindful of the needs to continue to make progress toward a fairer Cincinnati, we need also to celebrate our achievements, and particularly recognize the contribution of our African American city employees.

January 21, 2021

**To:** Mayor and Members of City Council 202100176  
**From:** Paula Boggs Muething, City Manager  
**Subject:** Ordinance – Trison Drive New Street Name

---

Transmitted is an Ordinance captioned:

**NAMING** a new street located in the Sayler Park neighborhood as “Trison Drive.”

Summary

In accordance with the City of Cincinnati Committee of Names, Procedure for Processing Proposals for the naming or renaming of City Facilities and streets, as empowered by Resolution 16-2003, the Department of City Planning has received a request to name a new street to be submitted for consideration by the City Planning Commission. The request came from the Ritter Farm Development Company to name a new street within the Ritter Farms Subdivision that will become a public street. The Subdivision Improvement Plan for this new street was approved by the City Planning Commission on July 17, 2020. The developer is proposing to extend the western terminus of Daniels Walk to create the new street which curves to the northeast. The new street is proposed to be called *Trison Drive* and will be lined with new single-family homes and end in a cul-de-sac. The name *Trison Drive* is not a person, but a made-up name by the petitioner.

The City Planning Commission recommended the following on December 18, 2020, to City Council:

**APPROVE** the proposed naming of a new street, Trison Drive, in Sayler Park.

cc: Katherine Keough-Jurs, AICP, Director, Department of City Planning



JRS  
BWL

City of Cincinnati

An Ordinance No. \_\_\_\_\_ - 2021

**NAMING** a new street located in the Ritter Farms subdivision in the Sayler Park neighborhood as “Trison Drive.”

WHEREAS, in connection with its new Ritter Farms subdivision in the Sayler Park neighborhood, the Ritter Farm Development Company, LLC (“Ritter Farm”) has petitioned the City to name a new public street within the subdivision as “Trison Drive”; and

WHEREAS, the name “Trison Drive” was proposed by a former property owner who had three sons and wished to recognize them in some way; and

WHEREAS, petitions to name public streets are considered pursuant to Resolution No. 16-2003, which calls for petitions to be reviewed by the Committee of Names and the City Planning Commission prior to approval by the Council; and

WHEREAS, the Committee of Names met on October 27, 2020 and, after considering Ritter Farm’s petition to name a new public street “Trison Drive,” recommended approval of the naming; and

WHEREAS, the City Planning Commission, at its meeting on December 18, 2020, considered Ritter Farm’s petition, and it too recommended approval of the naming; and

WHEREAS, the Council finds that the proposed street naming is consistent with *Plan Cincinnati (2012)*, particularly the Strategy in the Connect Initiative Area to “[u]se the City’s transportation network to help facilitate economic development opportunities” (p. 140); and

WHEREAS, the Council finally finds that naming a new public street in the Sayler Park neighborhood as “Trison Drive” to be in the best interests of the City and the general public’s health, safety, and welfare; now, therefore,

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

Section 1. That the new public street created within the Ritter Farms subdivision in the Sayler Park neighborhood and depicted on the map attached hereto as Exhibit A, which map is incorporated herein by reference, is hereby named “Trison Drive.”

Section 2. That the proper City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance.

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

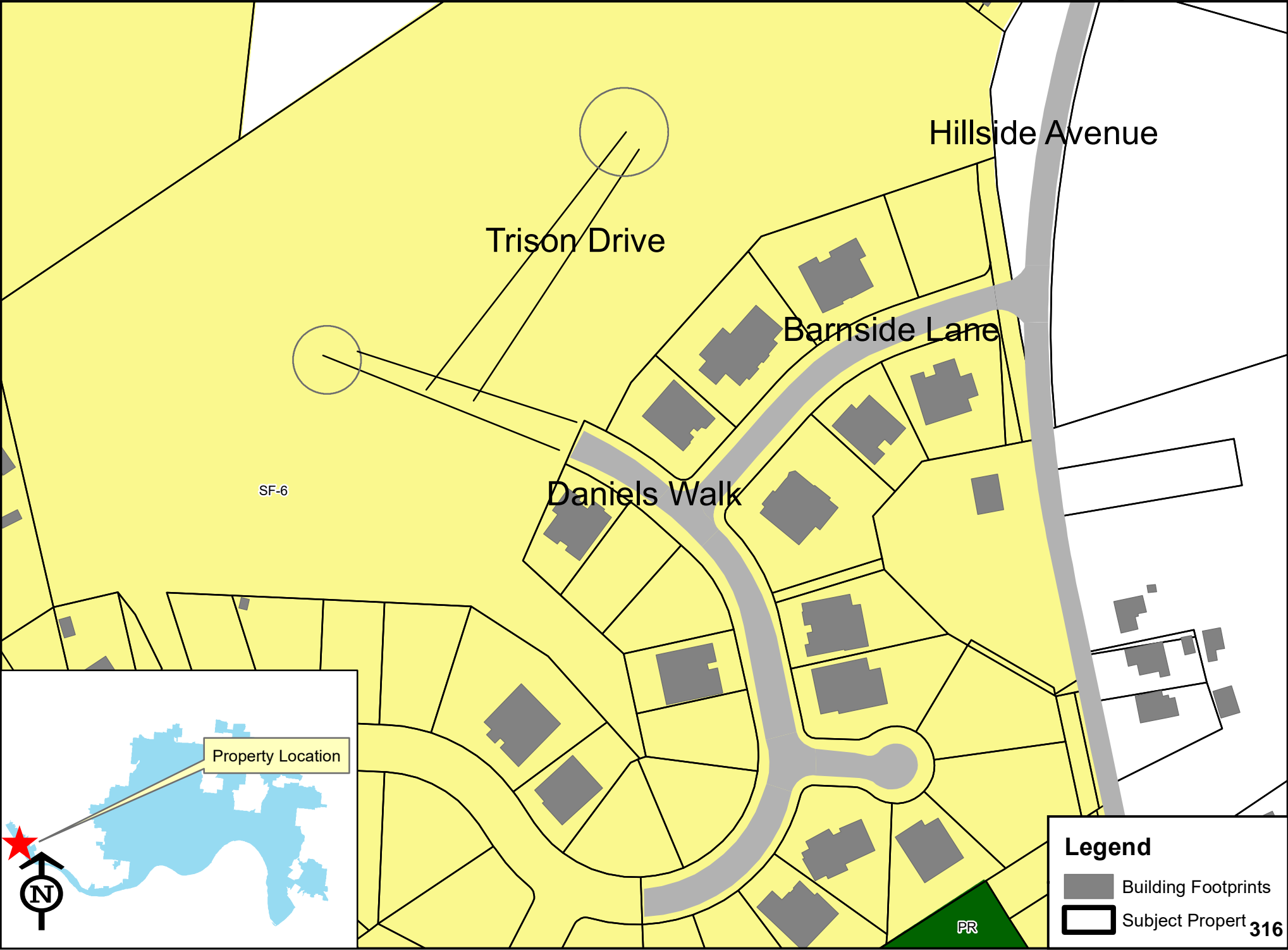
Passed: \_\_\_\_\_, 2021

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

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



# New Street in Ritter Farm Subdivision called Trison Drive - Sayler Park



Honorable City Planning Commission  
Cincinnati, Ohio

CPC ITEM # 4  
December 18, 2020

**SUBJECT:** A report and recommendation on the proposed naming of a new street, *Trison Drive*, in Sayler Park.

**GENERAL INFORMATION:**

Location: Sayler Park within the Ritter Farms Subdivision  
Petitioner: Ritter Farm Development Company  
Address: 4450 Monroe Street, Hooren, Oh. 45033

**BACKGROUND:**

In accordance with the City of Cincinnati Committee of Names, Procedure for Processing Proposals for the naming or renaming of City Facilities and streets, as empowered by Resolution 16-2003, the Department of City Planning has received a request to name a new street to be submitted for consideration by the City Planning Commission. The request came from the Ritter Farm Development Company to name a new street within the Ritter Farms Subdivision that will become a public street. The Subdivision Improvement Plan for this new street was approved by the City Planning Commission on July 17, 2020. The developer is proposing to extend the western terminus of Daniels Walk to create the new street which curves to the northeast. The new street is proposed to be called *Trison Drive* and will be lined with new single-family homes and end in a cul-de-sac. The name *Trison Drive* is not a person, but a made-up name by the petitioner.

**COMMITTEE OF NAMES:**

The Committee of Names voted on October 27, 2020, to unanimously recommend the new street name. The Committee noted that since this is a new street with no property owners yet, that this would result in no negative impact. During the process, City staff consulted with the Department of Transportation and Engineering to be sure the new name is not duplicated anywhere in Hamilton County and the name is currently not in use.

The Committee decided that the name choice is appropriate and meets the following criteria: as per Resolution 16-2003, this name meets Criteria V. A. 6, "Street names should maintain the continuity and identification of streets in order to facilitate 911 identification, emergency response, and mail delivery and the location of addresses."

**NOTIFICATION:**

Upon receiving the request, City Planning staff sent out notices to the Sayler Park Village Council. Since this is a new street with no houses yet built, none of the neighboring property owners will be negatively impacted. There has been no opposition to the new street name to-date.

**CONSISTENCY WITH PLAN CINCINNATI:**

The proposed street name is consistent with the Connect Initiative Area of *Plan Cincinnati* (2012), specifically within the Strategy to "Use the City's transportation network to help facilitate economic development opportunities." (page 140).

**PROCEDURE:**

Per Section III (e) of City Council Resolution 16-2003, City of Cincinnati Committee of Names, the Director of City Planning shall make a recommendation to the City Planning Commission and the City Planning Commission shall consider the Director's recommendation and, pursuant to its advisory powers under Article VII, Section 9 of the City Charter, make a recommendation to City Council.

**ANALYSIS:**

*Trison Drive* is a new name that is not being used anywhere in Hamilton County and is not the name of a person. It appears to be an appropriate name. The Committee of Names voted unanimously to recommend to the Director of City Planning to name this new street *Trison Drive*.

**RECOMMENDATION:**

The staff of the Department of City Planning recommends that the City Planning Commission take the following action:

**APPROVE** the proposed naming of a new street, *Trison Drive*, in Sayler Park.

Respectfully submitted:



Caroline Hardy Kellam, Senior City Planner  
Department of City Planning

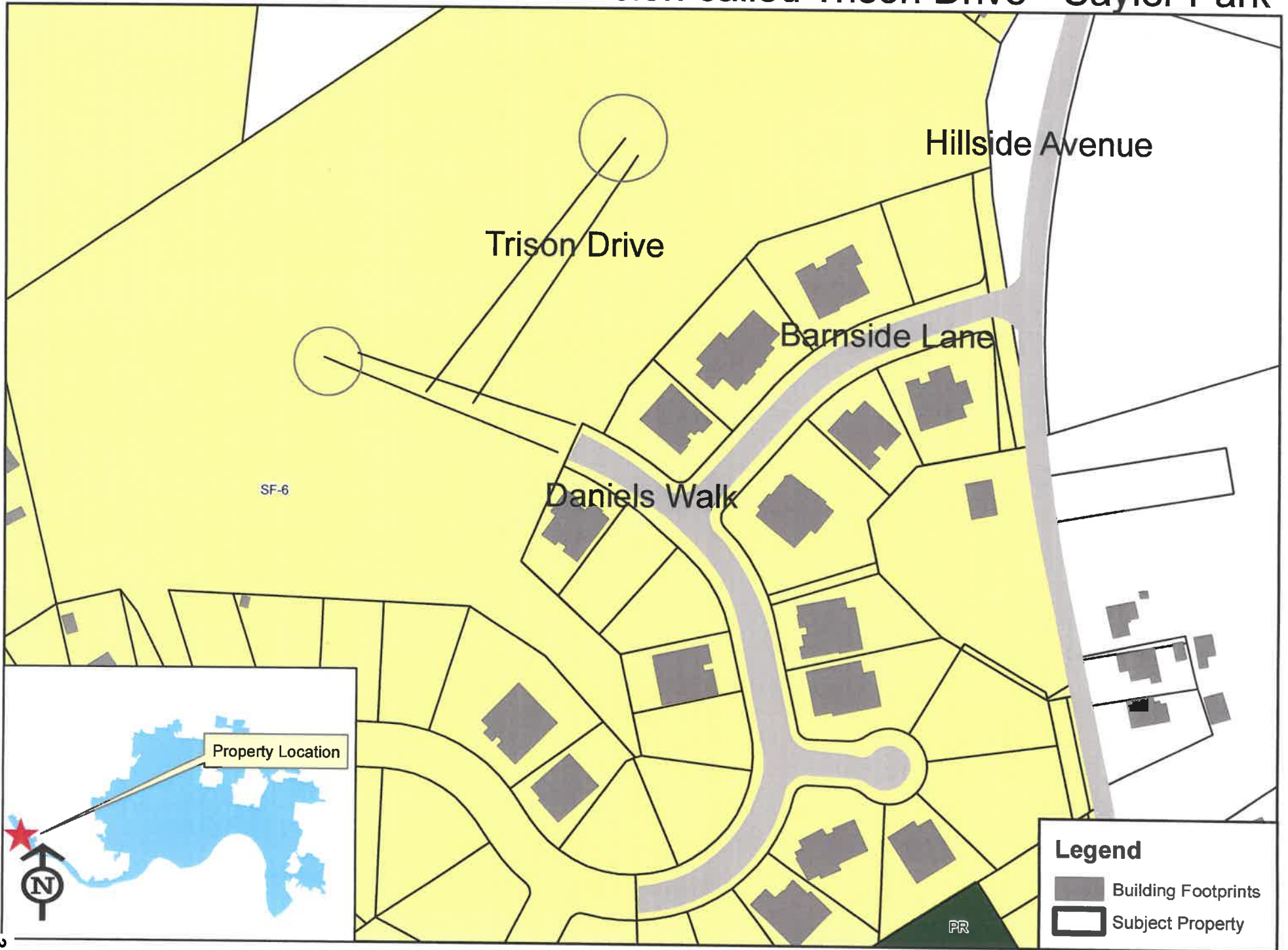
Approved:



Katherine Keough-Jurs, AICP, Director  
Department of City Planning



# New Street in Ritter Farm Subdivision called Trison Drive - Sayler Park



January 21, 2021

To: Nicole Crawford, Office of the Clerk of Council

From: Katherine Keough-Jurs, AICP, Director, Department of City Planning

Copies to: Caroline Hardy Kellam, Senior City Planner, Department of City Planning

Subject: Scheduling of Ordinance – Trison Drive Street Name

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The above referenced Ordinance is to be scheduled for a Council Committee. This item has been requested to be placed on the next available Council Committee meeting. There is no notice requirement.

Included in this submission are the following items:

- 1) The transmittal letter to the Mayor and City Council;
- 2) A copy of the City Planning Commission staff report dated December 18, 2020;
- 3) The Ordinance;

January 21, 2021

Cincinnati City Council  
Council Chambers, City Hall  
Cincinnati, Ohio 45202

Dear Members of Council:

We are transmitting herewith an Ordinance captioned as follows:

**NAMING** a new street located in the Sayler Park neighborhood as “Trison Drive.”

**Summary:**

In accordance with the City of Cincinnati Committee of Names, Procedure for Processing Proposals for the naming or renaming of City Facilities and streets, as empowered by Resolution 16-2003, the Department of City Planning has received a request to name a new street to be submitted for consideration by the City Planning Commission. The request came from the Ritter Farm Development Company to name a new street within the Ritter Farms Subdivision that will become a public street. The Subdivision Improvement Plan for this new street was approved by the City Planning Commission on July 17, 2020. The developer is proposing to extend the western terminus of Daniels Walk to create the new street which curves to the northeast. The new street is proposed to be called *Trison Drive* and will be lined with new single-family homes and end in a cul-de-sac. The name *Trison Drive* is not a person, but a made-up name by the petitioner.

The City Planning Commission recommended the following on December 18, 2020, to City Council:

**APPROVE** the proposed naming of a new street, *Trison Drive*, in Sayler Park.

Motion to Approve: Mr. Eby

Ayes:

Mr. Eby

Mr. Juech

Seconded: Ms. McKinney

Ms. McKinney

Mr. Smitherman

Mr. Stallworth

THE CITY PLANNING COMMISSION

---

Katherine Keough-Jurs, AICP, Director  
Department of City Planning

**SUBJECT:** A report and recommendation on the proposed naming of a new street, *Trison Drive*, in Sayler Park.

**GENERAL INFORMATION:**

Location: Sayler Park within the Ritter Farms Subdivision  
Petitioner: Ritter Farm Development Company  
Address: 4450 Monroe Street, Hooren, Oh. 45033

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The Committee decided that the name choice is appropriate and meets the following criteria: as per Resolution 16-2003, this name meets Criteria V. A. 6, "Street names should maintain the continuity and identification of streets in order to facilitate 911 identification, emergency response, and mail delivery and the location of addresses."

**NOTIFICATION:**

Upon receiving the request, City Planning staff sent out notices to the Sayler Park Village Council. Since this is a new street with no houses yet built, none of the neighboring property owners will be negatively impacted. There has been no opposition to the new street name to-date.

**CONSISTENCY WITH PLAN CINCINNATI:**

The proposed street name is consistent with the Connect Initiative Area of *Plan Cincinnati* (2012), specifically within the Strategy to "Use the City's transportation network to help facilitate economic development opportunities." (page 140).

**PROCEDURE:**

Per Section III (e) of City Council Resolution 16-2003, City of Cincinnati Committee of Names, the Director of City Planning shall make a recommendation to the City Planning Commission and the City Planning Commission shall consider the Director's recommendation and, pursuant to its advisory powers under Article VII, Section 9 of the City Charter, make a recommendation to City Council.

**ANALYSIS:**

*Trison Drive* is a new name that is not being used anywhere in Hamilton County and is not the name of a person. It appears to be an appropriate name. The Committee of Names voted unanimously to recommend to the Director of City Planning to name this new street *Trison Drive*.

**RECOMMENDATION:**

The staff of the Department of City Planning recommends that the City Planning Commission take the following action:

**APPROVE** the proposed naming of a new street, *Trison Drive*, in Sayler Park.

Respectfully submitted:

Approved:



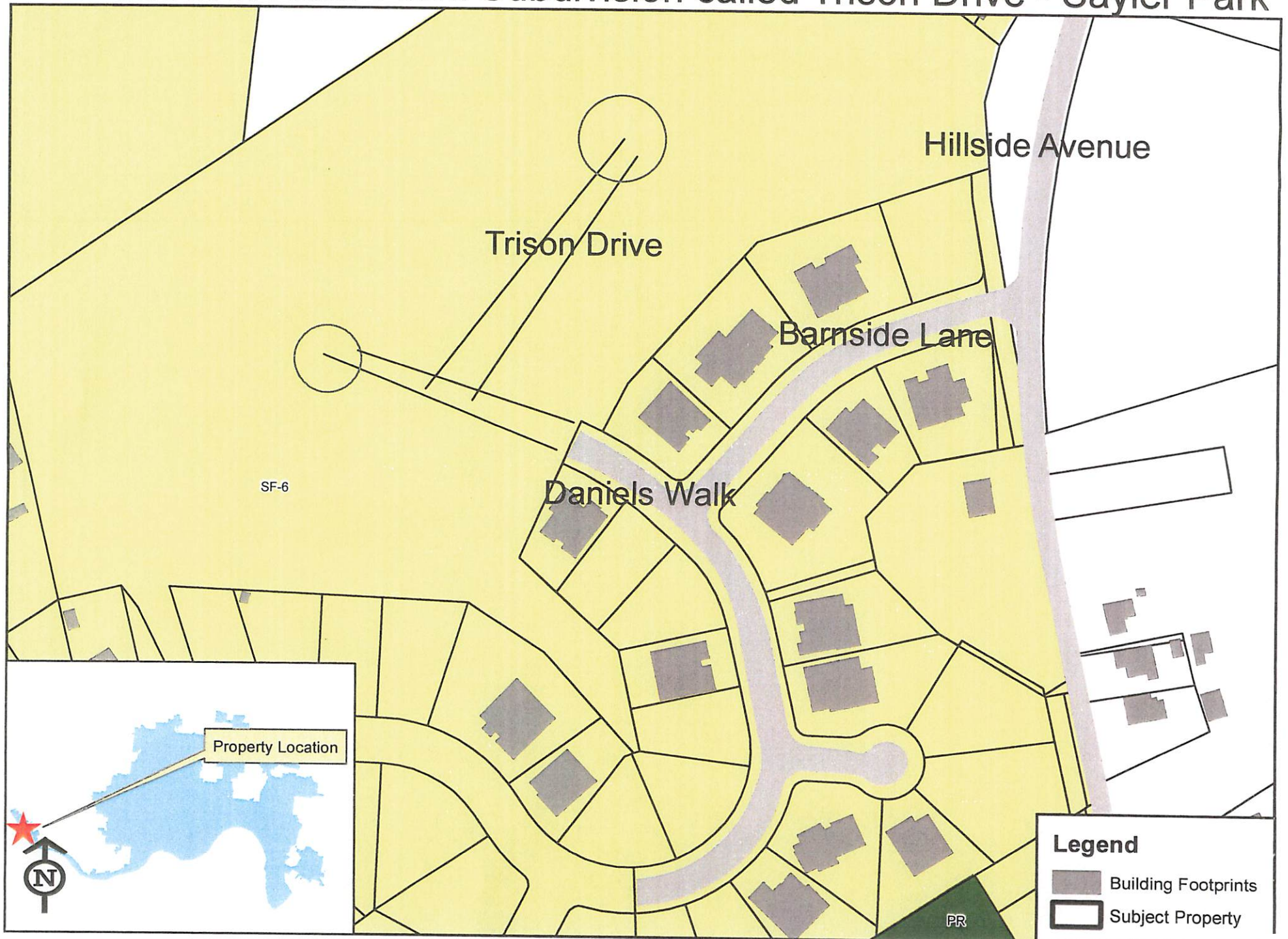
Caroline Hardy Kellam, Senior City Planner  
Department of City Planning



Katherine Keough-Jurs, AICP, Director  
Department of City Planning



# New Street in Ritter Farm Subdivision called Trison Drive - Sayler Park



# City of Cincinnati



801 Plum Street, Suite 356  
Cincinnati, Ohio 45202

Phone (513) 352-3464  
Email christopher.smitherman@  
cincinnati-oh.gov  
Web www.cincinnati-oh.gov

202100210

**Christopher E. C. Smitherman**  
*Cincinnati Vice Mayor*

January 14, 2021

## MOTION

**WE MOVE** that the city administration solicit a quote for the total cost of a forensic audit on all development deals that have come before Cincinnati City Council over the past three years.

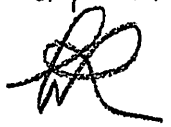
Vice Mayor Christopher Smitherman

_____	_____
_____	_____
_____	_____
_____	_____

## COMMITTEES

**Chair:** Law & Public Safety • **Committees:** Economic Growth & Zoning • Neighborhoods

01/14/2021



01/14/2021







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**Greg Landsman**  
*Councilmember*

January 25 2021

**Preventing Evictions through Programmatic Enhancement, Coordinating  
*MOTION***

Cincinnati families are facing unprecedented financial challenges, and the fear of eviction continues to loom for tens of thousands of our children and families. We recognize that our nonprofit partners have, and will continue to receive, significant rental assistance support. But the process of getting these resources to families quickly, and before they end up in eviction court, has been a challenge.

As such, **WE MOVE** that the Administration pursue a request for information (RFI) to determine who can build a shared data system to enhance eviction prevention programmatic performance and coordination. Such a system would allow providers to more effectively and efficiently allocate relief and prevention services, keeping more and more of our children and families in stable housing.

We ask that the RFI inquire into: 1. Which companies or providers could create such a data system, 2. How much it would cost the city to support the creation of one, 3. How quickly we could build the platform, and 4. How best to get our eviction prevention support providers onto such a system.

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Councilmember Greg Landsman



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**Greg Landsman**  
*Councilmember*

January 25 2021


**Securing Eviction Filing Data to Reduce Evictions**  
***MOTION***

**WE MOVE** to request that the Administration provide an update on Ordinance 402 [2019], which guarantees that eviction filing data from the Hamilton County Clerk of Courts be made available to service providers partnering with the City of Cincinnati in eviction relief services and eviction prevention initiatives. To date, we have not been able to obtain this data in a regular and reliable manner. The City may need to provide support to the Clerk of Courts to secure this data, and we encourage the Administration to pursue that support. Getting this data in the hands of our partners will allow them to help our residents struggling to pay rent with rental assistance, the ability to stay in their homes, avoid an eviction, or even avoid having to attend eviction court.

---

Councilmember Greg Landsman

**Date:** February 1, 2021

**To:** Councilmember Chris Seelbach  
**From:** Andrew W. Garth, City Solicitor   
**Subject:** **Ordinance** – Modifying Cincinnati Municipal Code Chapter 908-3  
Gender Identity and Gender Expression (B VERSION)

---

Transmitted herewith is an ordinance captioned as follows:

**MODIFYING** Cincinnati Municipal Code Chapter 908, “Crimes Against the Person,” by amending Section 908-3, “Criminal Intimidation,” for the purpose of adding “gender identity” and “gender expression” to the list of people protected by this Section.

AWG/KMB/(lnk)  
Attachment  
325737

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

- 2021

**MODIFYING** Cincinnati Municipal Code Chapter 908, “Crimes Against the Person,” by amending Section 908-3, “Criminal Intimidation,” for the purpose of adding “gender identity” and “gender expression” to the list of people protected by this Section.

WHEREAS, the Cincinnati Municipal Code occasionally must be updated to remove outdated language and ensure the most accurate terms and definitions are used to express the intention and purpose of the laws of the City of Cincinnati; and

WHEREAS, the terminology in Section 908-3 of the Municipal Code surrounding the protections of transgender individuals needs to be clarified to ensure the intended application of the law using the most current accepted language; and

WHEREAS, Council desires to amend Section 908-3 of the Municipal Code so that it applies to a criminal charge made under the Municipal Code or under parallel provision in the Ohio Revised Code; now, therefore.

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

Section 1. That Section 908-3, “Criminal Intimidation,” is amended to read as follows:

**Sec. 908-3. Criminal Intimidation.**

(A) No person shall violate section 908-5, 908-7, 908-9, 908-11, 908-13, paragraphs (A)(3), (4), or (5) of section 908-15, or section 907-3 of the Municipal Code, or section 2903.13, 2903.21, 2903.22, 2909.06, 2909.07, or paragraphs (A)(3), (4), or (5) of section 2917.21 of the Ohio Revised Code by reason of the actual or perceived race, color, religion, national origin, gender, physical or mental disability, homeless status, sexual orientation, gender identity, gender expression, or age (60 and above) of another person or group of persons.

(B) *Definitions:* For the purposes of this section, the words and phrases used herein shall have the meanings respectively ascribed to them unless the context clearly indicates or requires a different meaning.

“Gender expression” shall mean the external appearance of one’s gender identity, usually expressed through behavior, clothing, haircut or voice, and which may or may not conform to socially defined behaviors and characteristics typically associated with being either masculine or feminine.

"Gender identity" shall mean one's innermost concept of self as male, female, a blend of both or neither – how individuals perceive themselves and what they call themselves. One's gender identity can be the same or different from their sex assigned at birth.

*"Homeless Individual"* shall mean:

- a) An individual who lacks a fixed, regular, and adequate residence;
- b) An individual with a nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including but not limited to: a car, park, abandoned building, bus or train station, camping ground, overpass, woods, benches, parking garage, or doorway;
- c) An individual who lives some or all of the time in a publicly or privately operated shelter, transitional housing, motel, hotel, detoxification facility, hospital, nursing home, jail or any other facility meant for temporary residence;
- d) An individual who is exiting a facility meant for temporary residence or residing in a temporary residence pending transition to a permanent residence;
- e) An individual exiting jail or prison without a permanent residence to go to; or
- f) An individual abandoned at a hospital or awaiting foster care placement.

*"Homeless Status"* shall mean an individual's actual or perceived status as a homeless individual.

*"Sexual orientation"* shall mean an individual's actual or perceived heterosexuality, homosexuality, or bisexuality ~~or transgender status~~, by orientation or practice.

*"Transgender"* shall mean the condition or state wherein a person manifests gender characteristics, behavior and/or self-identification typical of or commonly associated with persons of another gender, and which may be characterized by assumption of the clothes, hairstyles, cosmetic usage or other appearance qualities commonly associated with another gender and/or by the surgical or medical modification of primary sexual organs in order to assume the gender role of another sex

- (C) Whoever violates this section is guilty of criminal intimidation, a misdemeanor of the first degree.

Section 2. That existing Section 908-3, "Criminal Intimidation," of the Cincinnati Municipal Code is hereby repealed.

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

Passed: \_\_\_\_\_, 2021

\_\_\_\_\_  
Mayor

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

\_\_\_\_\_  
New language is underscored. Deleted language is struck through.





**Date:** February 2, 2021

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

**Copies to:** Paula Boggs Muething, City Manager  
Melissa Autry, Clerk of Court

**From:** Andrew W. Garth, City Solicitor  
Emily Smart Woerner, Deputy City Solicitor

**Subject:** Report re Motion #202100060 (text messages)

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202100545

This report is in response to Council Motion #202100060, submitted by Vice Mayor Smitherman, which states as follows:

*We move that the city administration release to the public the additional 2000 plus text messages associated with the "Gang of 5," excluding any text messages related to personal matters.*

### **Introduction and Summary**

Based on Council discussion, the City Administration understands the above motion as a Council request to the administration to identify and disclose all text message public records on the five cloned councilmember phones in the possession of the City administration, excluding personal messages or content that is protected from disclosure by law (e.g., excluding medical records, attorney-client privilege, or personal financial information). This report outlines a process by which the City Administration could identify such records and release them to the public. The process necessarily involves safeguards to comply with public records laws as well as with an ongoing federal court order which restricts the release of text messages that do not concern city business. Relevant background and legal context is provided in the analysis, below. A summary of the actions required is as follows:

1. If the motion is approved by Council, the City Administration will petition the Federal Court to appoint a special master to provide court assistance in identifying to the extent feasible all the public records contained in the phone data beginning on January 2,

2018. Engaging the court provides a forum for applying the existing court order to this search and production process.
2. The Law Department would assist the committee in identifying search terms as a starting point to extract messages from phone data that may relate to official business and would therefore potentially be public records. It is anticipated that the search would be overinclusive at the outset but the final search would be subject to input and review by the special master charged with identifying and excluding private and protected messages.
  3. Once the final search terms have been approved by the special master, the Law Department would engage the City's third-party data processing vendor to perform the search and deliver the results to the special master for final review and release to the public. Initial conversations with the City's vendor suggest that the search itself would take approximately four weeks due to the complexity and the amount of data required to be sorted, indexed, and produced. The administration does not have software and computer processing capabilities required to do anything but simple, targeted public records searches from the phones.
  4. The City Law department has identified a potential existing budget source to be used for the costs of the searching and the indexing (approximately \$25,000), but the court will likely order the City to pay the fees associated with the review by the special master which would be paid from the judgment fund.

### **Background: Litigation and Court Order**

In April 2018, a person named Mark Miller filed two lawsuits against five members of Council alleging violations of the Ohio Open Meetings Act and the Ohio Public Records Act. At issue in the lawsuit was whether a quorum of Council communicating via a text message thread became a virtual "meeting" that was not open to the public. For a time, the five members of council were represented by outside counsel due to a professional legal conflict. While the members were being represented by outside counsel, in late October and early November 2018, outside counsel used a contractor to create a digital copy of the phones, often referred to as an "image" or "clone" of your phone. Because of the way that smart phones operate, the cloned data included the entire content of council members' phones. Thus, the phone clones include personal communications such as, for example, any texts sent to family members or friends – regardless of whether it had anything to do with city business.

The purpose of outside counsel in creating the phone clones was so that the five members of council could respond to discovery requests in the litigation



matter. Eventually, the cases brought by Mr. Miller were resolved. Part of the resolution was an agreed order, along with a production of texts exchanged between and among the five Councilmembers named in the lawsuit. While the City's normal practice under public records law would be to segregate "City" and "non-City" texts from any production, there was an exception made for this lawsuit. Therefore, all of the texts sent between the five Councilmembers (or any combination of them) were produced, even if they had nothing to do with roles as Councilmembers. Those texts were released to the public and are a part of the minutes of Council.

Separately, two additional lawsuits were filed in the Ohio Court of Claims regarding whether text messages on personal, privately-paid-for cell phones are subject to the Ohio Public Records Act. This was an open question under Ohio law – there were no court decisions directly on this issue. The City Solicitor's Office argued that the City did not have possession of these texts and so the public records act did not apply. However, the Court of Claims found that text messages located on private phones are subject to the Public Records Act. As a result, the City produced and released another batch of council text messages in that court case. The City has also updated its policies and retention schedules to reflect that text messages can constitute public records.

In the wake of the various lawsuits about text message communication among Council, the media and other citizens made dozens of public records requests. The City has required that all such public records requests comply with the requirements for a request under law; namely, they must be for a limited time period and include a subject which relates to City business.

However, after there were additional texts released in response to public records requests, a group of concerned people filed a lawsuit in federal court that argued their non-City communications with Councilmembers are entitled to protection. The result of that lawsuit is a permanent federal court order that prohibits the City from releasing non-City business text messages contained on the images of the phones without councilmember consent. The City has adhered to this order as required by law.

There have been at least two instances where people have requested the entire copy of the five cell phones in a public records request. The City has denied those requests because they are not proper under the Ohio Public Records Act and implicate a whole host of constitutional and privacy concerns. We explained to those requesters the following:

In 2014, the Supreme Court of the United States held that warrantless searches of an arrested person's cell phone are unconstitutional under the Fourth Amendment. *Riley v. California*, 573 U.S. 373, 403 (2014).

In reaching that holding, the Court discussed the immense storage capacity of modern cellular phones, noting, “The term ‘cell phone’ is itself misleading shorthand; many of these devices are in fact minicomputers that also happen to have the capacity to be used as a telephone.” *Riley*, 573 U.S. at 393. Here, the requester asked for a complete duplication of the “minicomputers” carried by the five councilmembers. Because the request is for a complete duplication of voluminous records, the request is denied. *State ex rel. Glasgow v. Jones*, 119 Ohio St. 3d 391, ¶ 17 (2008).

More significantly, the *Riley* court concluded, “Modern cell phones are not just another technological convenience. With all they contain and all they may reveal, they hold for many Americans “the privacies of life,” [citation omitted]. The fact that technology now allows an individual to carry such information in his hand does not make the information any less worthy of the protection for which the Founders fought.” *Id.* Here, your request for a copy of each cell phone encompasses information subject to a host of concerns, including statutory and common law privileges as well as privacy concerns of a constitutional dimension. Therefore, the request is denied under Ohio Revised Code 149.43(A)(1)(v). Similarly, given how people use personal cell phones, most of the information contained on the cell phones would involve private concerns and would not involve City business.

When presented with a proper public records request for text messages, the City has assisted requesters with narrowing their searches to comply with the law. To our knowledge the administration has produced all texts that should have been produced in response to either a lawsuit or proper public records request. It is also the case, however, that our software search capabilities are relatively unsophisticated (allowing only simple key word searches, date ranges, and recipients). Moreover, as the City’s attorneys, we cannot review texts that contain personal legal advice and for which attorney-client privilege has been asserted. And, lastly, the City administration simply lacks context and background for text message communications to be able to say — in many cases — whether it was sent in connection with city business, campaign activity, a personal exchange, or something altogether different.

There are those that may have found the City’s approach to the court order and careful application of public records laws to be frustrating. The Administration strives to be transparent — in this and other matters — and any suspicions to the contrary are misplaced. The City Administration has no objection to acting on recommendation of a majority of Council to take additional steps to release any remaining public records in its possession in a manner consistent with applicable law. But to do so without third-party (e.g., the Court) involvement is not feasible.

### **Identifying and Releasing Any Remaining Public Records**

If Council adopts the motion, the Administration will treat the motion as a valid public records request. Due to legal limits and other practical constraints identified above, we will engage the federal court to ensure that records are properly released without subjecting the municipal corporation and its employees to public records or privacy-related liability or being found in contempt of court.

As a first step, the Administration will strive to draft a complex and broad data search to capture as many potential public records as possible. We will solicit input from members of council for search terms that potentially pertain to city business. We anticipate that the proposed search will also include parameters intended to exclude privileged attorney communications and personal communications with family and friends.

Simultaneously, the City will petition the federal court to appoint a special master to oversee the process and to advise as to the appropriate means for the owners of the five phones to participate as needed to protect privacy and privilege concerns. The Administration will present the proposed search to the special master for review and confirmation prior to conducting the search. The City would be a party to this process but anticipates that the Court would have final authority as relates to release the requested public records.

In coordination with the Federal Court, the Law Department will work to engage the City's third-party data processing vendor to perform the search. Neither the Court nor the City has the hardware and software capability to independently run anything but the simplest of term-based searches of the phone data. Law anticipates being able to absorb this cost into its existing legal services budget for FY21 absent unforeseen resource needs. The City will request the special master to confirm that, upon completion, the phone copies may be returned to the members of council or disposed of consistent with the City's record retention policy.

### **Search Architecture**

As discussed above, the administration will assist the special master in crafting the final search based on the topics identified by City Council. In order to give an idea of how the search must be structured to extract data from the cloned phones, we offer the following example of potential search terms. We invite councilmembers to propose additional terms to the Law Department to be added. The structure of the search will be based on four basic categories:

1. **INCLUDE:** texts between identified persons (phone numbers) reasonably likely to relate to Council business. Texts in this category would include, for example, texts between one or more city public officials or texts between public officials and persons having business before the City.
2. **INCLUDE:** texts containing one or more keywords potentially relating to public business during the time in question:
  - a. [list of legislative/council keywords] Vote, voted, votes, council, city, Cincinnati, mayor, manager, department, dept, ordinance, ord, resolution, reso, motion, clerk, introduce, pass, enact, appropriate, appropriation, approve, approved, failed, fails, appropriation, committee, law, public, policy, veto, override, refer, member, meeting, amend, amendment, budget, project, administration, neighborhoods, agenda, item, rules, constituent [add], by-leave, hold, chair, majority, speaker, report, present, presentation, powerpoint, support, oppose, communication, FYI memo ... (final list with input from Council)
  - b. [list of subjects pertaining to city business in the public interest – to be developed with input from Council] resign, replace, remove, terminate, charter, municipal code, budget, retaliation, retaliate, settlement, resignation, settle, development, construct, abatement, incentive, terms, threat, threaten, zoning, neighborhood, citywide, negotiate, developer ... (final list with input from Council)
  - c. Names of departments, relevant committees, city officials, persons engaged in city business... ... (final list with input from Council)
3. **EXCLUDE:** texts with persons identified as family members, personal non-city texts (e.g., friends or relations not reasonably related to city business), private attorney communications subject to privilege under state law, communications with private health care practitioners—all to be determined by special master with input from the owners of the source phones.

4. **EXCLUDE:** Privileged communications with City attorneys to prevent inadvertent disclosure of privileged communications.

The search terms presented to the special master would include the above categories with additional input from Council. The final terms would, however, be left to the discretion of the Court.

Please let me or Deputy City Solicitor Emily Smart Woerner know if you have questions.

January 6, 2021

**To:** Mayor and Members of City Council **202002336**  
**From:** Paula Boggs Muething, City Manager  
**Subject:** Ordinance – Zone Change and Major Amendment PD No. 78

---

Transmitted is an Ordinance captioned:

**APPROVING** a major amendment to the concept plan and development program statement governing Planned Development No. 78, “Firehouse Row,” to include certain adjacent properties, thereby approving the rezoning of those properties from the T4N.SF, “Transect Zone 4 Neighborhood Small Footprint,” and T4N.SF-O, “Transect Zone 4 Neighborhood Small Footprint – Open” transect zones to Planned Development District No. 78, “Firehouse Row,” in order to facilitate the construction of two new multi-family buildings.

The City Planning Commission recommended approval of the amendment at its December 18, 2020 meeting.

**Summary:**

The petitioner, Milhaus, is requesting a zone change from Transect Zone 4 Neighborhood Small Footprint (T4N.SF) to Planned Development #78 (PD-78) for properties at 2508-2520 Hemlock Street, and from Transect Zone 4 Neighborhood Small Footprint – Open (T4N.SF-O) to Planned Development #78 (PD-78) for properties at 750-758 East McMillan Street, 2507-2517 Stanton Avenue, and 2521-2525 Chatham Street. The petitioner is also requesting a Major Amendment to the Concept Plan and Development Program Statement for PD-78 to incorporate two new multi-family buildings and on-site parking on those properties. The existing PD is generally located at the intersection of East McMillan Street, Concord Street, and Wayne Street, and consists of a mixed-use building with residential and commercial space, two additional multi-family buildings, and on-site parking, which will not be altered by the Major Amendment and new developments.

The City Planning Commission recommended the following on December 18, 2020 to City Council:

**APPROVE** the proposed change in zoning at 2508-2520 Hemlock Street from T4N.SF to Planned Development #78 (PD-78) and at 750-758 East McMillan Street, 2507-2517 Stanton Avenue, and 2521-2525 Chatham Street from T4N.SF-O to Planned Development #78 (PD-78);

**APPROVE** the Major Amendment to the Concept Plan and Development Program Statement for Planned Development #78, Firehouse Row, as specified on pages 3-7 of the staff report; and

**ADOPT** the Department of City Planning Findings as detailed on page 10 of the staff report.

cc: Katherine Keough-Jurs, AICP, Director, Department of City Planning

**APPROVING** a major amendment to the concept plan and development program statement governing Planned Development No. 78, “Firehouse Row,” to include certain adjacent properties, thereby approving the rezoning of those properties from the T4N.SF, “Transect Zone 4 Neighborhood Small Footprint,” and T4N.SF-O, “Transect Zone 4 Neighborhood Small Footprint – Open” transect zones to Planned Development District No. 78, “Firehouse Row,” in order to facilitate the construction of two new multi-family buildings.

WHEREAS, Milhaus Properties LLC (or an affiliate thereof) (“Milhaus”) owns or controls certain real property in the Walnut Hills neighborhood generally located at the intersections of E. McMillan Street, Concord Street, and Wayne Street, which property is zoned Planned Development District No. 78 (“PD-78”), “Firehouse Row,” pursuant to Ordinance No. 136-2017; and

WHEREAS, the current concept plan and development program statement for PD-78 provides for the construction of a four-story mixed-used building with residential units and retail/commercial space, two three-story multi-family buildings, and on-site parking; and

WHEREAS, Milhaus owns or controls certain real property adjacent to PD-78 in the Walnut Hills neighborhood within the area generally bounded by E. McMillan Street, Hemlock Street, William Howard Taft Road, and Chatham Street (“PD-78 Expansion Properties”), which properties are currently located in the T4N.SF, “Transect Zone 4 Neighborhood Small Footprint,” and T4N.SF-O, “Transect Zone 4 Neighborhood Small Footprint – Open” transect zones; and

WHEREAS, Milhaus has petitioned the City to approve a major amendment to the PD-78 concept plan and development program statement to enlarge PD-78 to include the PD-78 Expansion Properties, and to provide for the construction of two new multi-family buildings and additional surface parking spaces on those properties; and

WHEREAS, the enlargement of PD-78 will enhance the planned development by improving existing vacant parcels with complimentary residential development; and

WHEREAS, at a special meeting on December 18, 2020, the City Planning Commission recommended approval of the enlargement of PD-78 and the related major amendment to the PD-78 concept plan and development program statement; and

WHEREAS, a committee of Council held a public hearing on the enlargement of PD-78 and the related major amendment to the PD-78 concept plan and development program statement following due and proper notice pursuant to Cincinnati Municipal Code Section 111-1, and the committee approved the enlargement and major amendment, finding it in the interest of the general public’s health, safety, morals, and general welfare; and

WHEREAS, the enlargement of PD-78 and the proposed amendment to the PD-78 concept plan and development program statement are consistent with *Plan Cincinnati* (2012), including its “Live” initiative with the goal to “[c]reate a more livable community,” (p. 156) and to “[p]rovide a full spectrum of housing options and improve housing quality and affordability” (p. 164); and

WHEREAS, the enlargement of PD-78 and the proposed amendment to the PD-78 concept plan and development program statement are consistent with the *Walnut Hills Reinvestment Plan* (2017), which calls for investment and development around Peebles Corner stating “future investment should continue to enhance the retail environment and parking access and increase the number of higher-density residential units” (p. 54) and which further specifically calls for a second phase of the Firehouse Row development (p. 58-59); and

WHEREAS, Council considers the enlargement of PD-78 and the related major amendment to the PD-78 concept plan and development program statement to be in the best interest of the City and the public’s health, safety, morals, and general welfare; now, therefore,

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

Section 1. That the shape and area of the City of Cincinnati’s official zoning map in the location of the real property commonly known as 2508-2520 Hemlock Street, 750-758 East McMillan Street, 2507-2517 Stanton Avenue, and 2521-2525 Chatham Street in the area generally bounded by E. McMillan Street to the south, Hemlock Street to the west, William Howard Taft Road to the north, and Chatham Street to the east (“PD-78 Expansion Properties”), depicted on the map attached hereto as Exhibit “A” and incorporated by reference, and being more particularly described on the legal description contained in Exhibit “B” attached hereto and incorporated by reference, is hereby amended from the T4N.SF, “Transect Zone 4 Neighborhood Small Footprint,” and T4N.SF-O, “Transect Zone 4 Neighborhood Small Footprint – Open,” transect zones to Planned Development District No. 78 (“PD-78”), “Firehouse Row.”

Section 2. That the concept plan and development program statement for PD-78 are hereby amended by appending to them the concept plan and development program statement, attached hereto as Exhibit “C” and incorporated herein by reference.

Section 3. That, to the extent the concept plan and development program statement for



PD-78 are not amended herein, they shall remain in full force and effect.

Section 4. That the use and development of the real property designated PD-78, including the PD-78 Expansion Properties, shall be governed by the concept plan and development program statement for PD-78, as amended herein, for so long as PD-78 remains effective.

Section 5. That should the approval of PD-78 lapse pursuant to Cincinnati Municipal Code Chapter 1429, "Planned Development Districts," the PD-78 Expansion Properties shall revert to the T4N.SF, "Transect Zone 4 Neighborhood Small Footprint," and T4N.SF-O, "Transect Zone 4 Neighborhood Small Footprint – Open," transect zones in effect immediately prior to the effective date of this ordinance.

Section 6. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

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

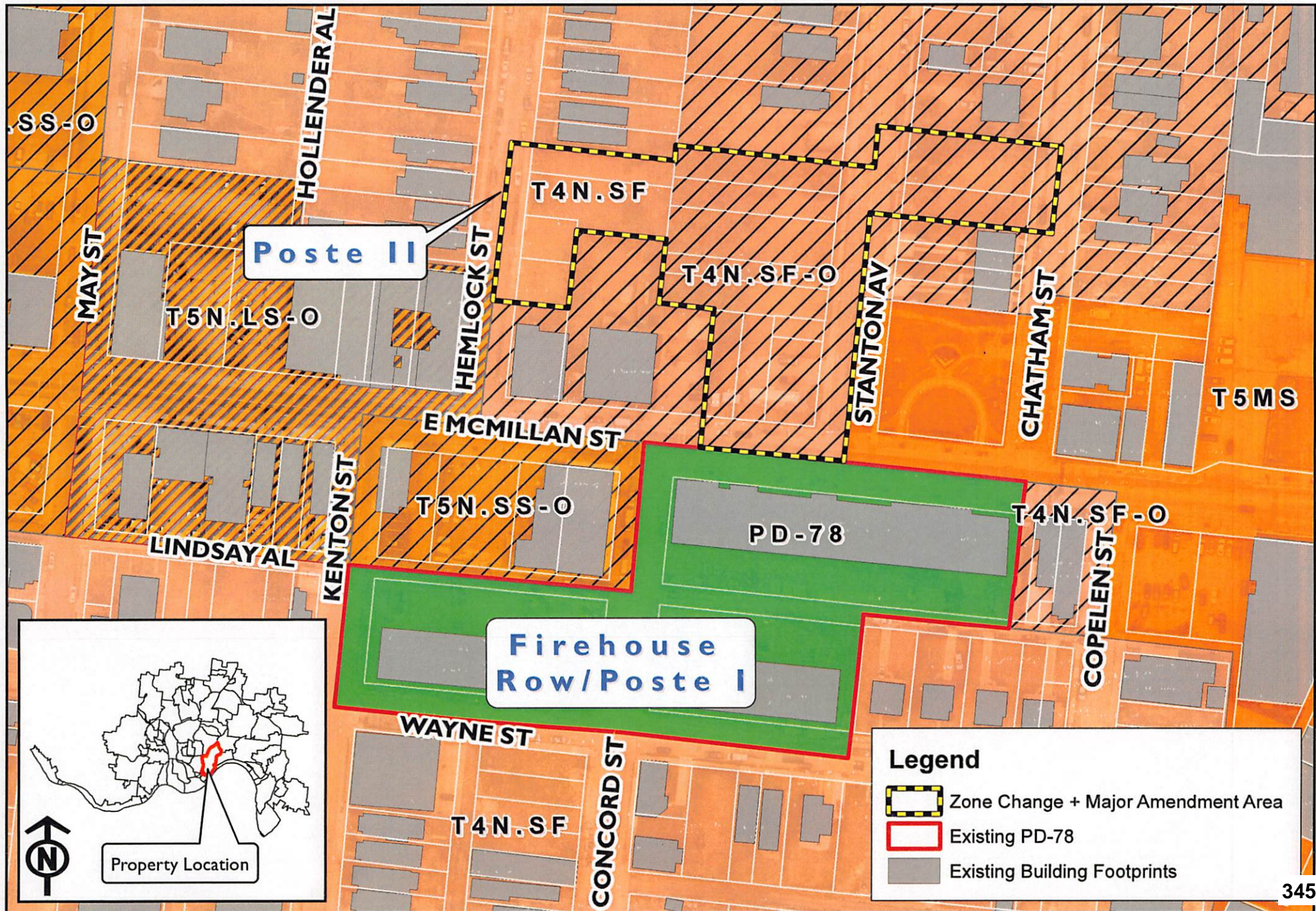
\_\_\_\_\_  
John Cranley, Mayor

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

**EXHIBIT A**



# Proposed Zone Change and Major Amendment to the Concept Plan and Development Program Statement for PD-78, Firehouse Row, in Walnut Hills



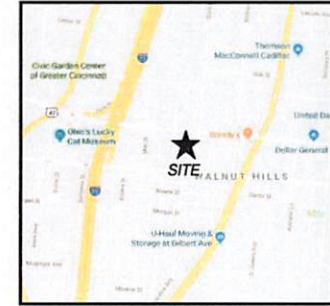


**EXHIBIT B**



**LEGEND**

PROPOSED AREA FOR RE-ZONE FROM "MILSF" AND "MILSF-O" TO "PLANNED DEVELOPMENT"



**VICINITY MAP  
N.T.S**

- A. PARCEL 1  
HAMILTON COUNTY LAND  
REUTILIZATION CORPORATION  
D.R. 1328 PG. 145  
2513 STANTON AVE
- B. PARCEL 2  
FREDERICK & MOORE, JR.  
D.R. 1328 PG. 181  
2517 STANTON AVE
- C. PARCEL 3  
PT. LOT 5  
WAYNE ST HOLDINGS, LLC  
D.R. 1328 PG. 145  
2520 HEILLOCK ST.
- D. PARCEL 4  
PT. LOT 4  
WAYNE ST HOLDINGS, LLC  
D.R. 1328 PG. 145  
2518 HEILLOCK ST.
- E. PARCEL 5  
WALNUT HILLS REDEVELOPMENT  
FOUNDATION  
D.R. 1328 PG. 154  
2507 STANTON AVE.
- F. PARCEL 6  
TRACT 1 & 2  
CITY OF CINCINNATI  
D.R. 1123 PG. 183  
751-759 MICHELAN ST.
- G. PARCEL 7  
CITY OF CINCINNATI  
D.R. 1123 PG. 177  
738 MICHELAN ST.
- H. PARCEL 8  
HAMILTON COUNTY LAND  
REUTILIZATION CORPORATION  
D.R. 1328 PG. 121  
2509 STANTON AVE.
- I. PARCEL 9  
FRED OTH AND MARLENE MINER  
D.R. 1328 PG. 82  
2511 STANTON AVE.
- J. PARCEL 10  
PT. 37 & 38  
HAMILTON COUNTY LAND  
REUTILIZATION CORPORATION  
D.R. 1328 PG. 110  
2525 CHATHAM ST.
- K. PARCEL 11  
LOT 38 & 40 PT. LOT 38  
CINCINNATI METROPOLITAN HOUSING  
AUTHORITY  
D.R. 1328 PG. 130  
2525 CHATHAM ST.
- L. PARCEL 12  
HAMILTON COUNTY LAND  
REUTILIZATION CORPORATION  
D.R. 1328 PG. 154  
2521 CHATHAM ST.
- M. PARCEL 13  
D.R. 1328 PG. 149  
PT. LOT 1  
WAYNE ST HOLDINGS, LLC  
D.R. 1328 PG. 149  
PARCEL FOUR  
TRACT 1  
0.041 ACRES (DEED)
- N. PARCEL 14  
D.R. 1328 PG. 149  
PT. LOT 1 & 4  
WAYNE ST HOLDINGS, LLC  
D.R. 1328 PG. 149  
PARCEL FOUR  
TRACT 1  
0.041 ACRES (DEED)



**THE KLEINGERS GROUP**  
CIVIL ENGINEERING  
SURVEYING  
LANDSCAPE ARCHITECTURE  
www.kleingers.com  
4544 State Park Dr.  
West Chester, OH 45388  
610.770.1801



DATE: 11/10/2020  
DESCRIPTION: ZONING MAP - MCH

**ZONING PLAT  
1.779 ACRES**  
SECTION 8 TOWN 3 FR 2 8TH  
CITY OF CINCINNATI  
HAMILTON COUNTY, OHIO  
FOR: WILHAUS DEVELOPMENT, LLC

PROJECT NO: 190749VSD003  
DATE: 4-3-2020

SCALE: 1" = 30'  
0 15 30 60

SHEET NAME: POSTE PHASE II

SHEET NO: 1 OF 1



CINCINNATI  
COLUMBUS  
DAYTON  
LOUISVILLE

6219 Centre Park Drive  
West Chester, OH 45069  
phone ► 513.779.7851  
fax ► 513.779.7852  
[www.kleingers.com](http://www.kleingers.com)

### Legal Description 1.779 Acres

Situated in Section 8, Town 3, Fractional Range 2, BTM, City of Cincinnati, Hamilton County, Ohio, being a rezone area, the boundary of which being more particularly described as follows:

Beginning at the centerline intersection of McMillan Street and Stanton Avenue;

Thence along said McMillan Street centerline, N83°55'15"W a distance of 131.97 feet;

Thence the following six (6) courses:

1. N05°55'05"E a distance of 130.00 feet;
2. N83°55'15"W a distance of 53.03 feet;
3. N05°55'05"E a distance of 65.00 feet;
4. N83°55'15"W a distance of 85.00 feet;
5. S06°04'05"W a distance of 75.00 feet;
6. N83°55'15"W a distance of 75.37 feet to a point in the centerline of Hemlock Street;

Thence along said centerline, N06°04'05"E a distance of 150.00 feet;

Thence the following three (3) courses:

1. S83°55'15"E a distance of 160.17 feet;
2. N05°55'05"E a distance of 9.75 feet;
3. S83°55'15"E a distance of 185.00 feet to a point in the aforementioned centerline of Stanton Avenue;

Thence along said centerline, N05°55'05"E a distance of 40.71 feet;

Thence S83°56'08"E a distance of 174.18 feet to a point in the centerline of Chatham Street;

Thence along said centerline, S05°57'32"W a distance of 85.88 feet;

Thence N83°56'08"W a distance of 174.12 feet to a point in the aforementioned centerline of Stanton Avenue;

Thence along said centerline S05°55'05"W a distance of 234.58 feet to the point of beginning.

Containing 1.779 acres, more or less and being subject to easements, restrictions and rights of way of record.

Bearings are based on The Ohio State Plane Coordinate System-South Zone as derived from the Ohio Department of Transportation's Virtual Reference Stationing (VRS)(NAD 83)

The above description is for rezoning purposes only.

EXHIBIT C

**DEVELOPMENT PROGRAM STATEMENT**

The Walnut Hills Redevelopment Foundation (WHRF) has partnered with Milhaus to develop Phase 2 of Poste, 184-194) units (60-70 new units) of new market-rate multifamily rental housing units. Poste Phase 2 will consist of two new construction buildings, one of which will house new amenities for the entire Poste project. The remaining open area of the site will be used for landscaping, green space, and parking. Underground detention is proposed below surface parking at each building. Open space for Phase 2 was calculated at 30%. Please refer to exhibit A for calculations.

One, three-story building (Building 4) containing 49-58 units will front E McMillan St and Stanton. The second smaller, 11-12-unit building (Building 5) will abut Stanton and Chatham to the east of the larger property. Both will be wood frame construction with flat roofs. The exterior facades of the buildings will be a mix of brick, stone and fiber cement siding. The unit mix will consist of approximately 10-15% studio units, 50-60% one-bedroom units, and 30-40% two-bedroom units. Additionally, there will be approximately 4,000 SF of amenity space fronting E McMillan St.

Vehicular entry and exits points for Building 4 will be located at Hemlock while vehicular entry and exits points for Building 5 will be located at Stanton. Approximately 50-58 parking spaces will be located at building 4 while approximately 10-12 parking spaces will be located at building 5. The total number of parking spaces in Phase 2 will meet or exceed a parking ratio of one space per unit. All parcels purchased for the development of Phase 2 will be consolidated into two parcels after closing. One parcel will exist to the West of Stanton and another will exist to the East of Stanton. Both parcels will have buildings and parking.

The development will be surrounded by single-family homes, Green Man Park, landscaping and fencing that will screen parking at building 4 from the daycare center. There will be a main community entrance near the corner of E McMillan St and Stanton, with individual building entries along Stanton for both at buildings 4 and 5.

**Exhibit A:**

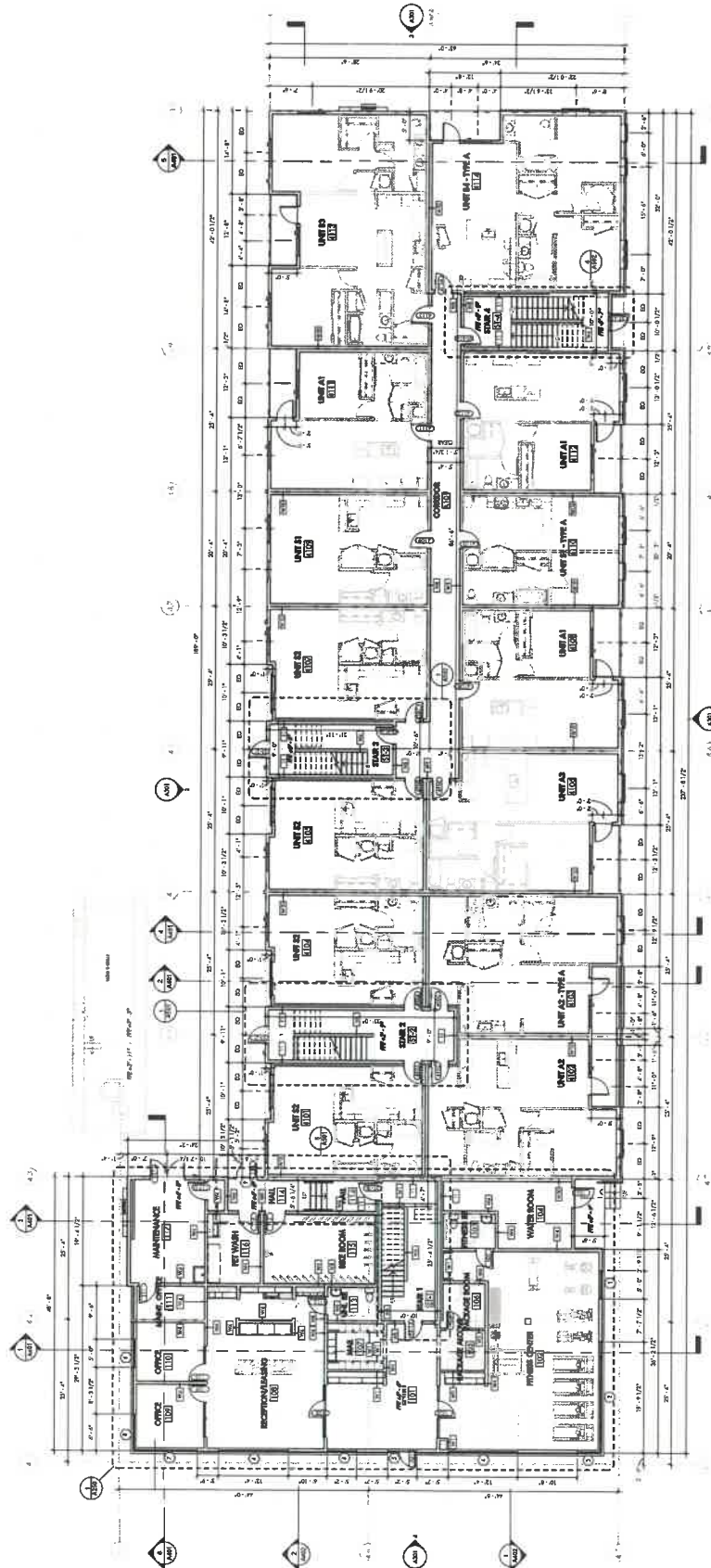
Building 4	Building 5
Open space (pervious area) = 8,898 SF	Open space (pervious area) = 3,265 SF
Total Site = 47,331 SF	Total Site = 10,232 SF
18.8%	31.9%











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REVISIONS  
DATE  
BY  
DESCRIPTION

BUILDING 4 - OVERALL 2ND FLOOR PLAN

KEY PLAN

STRUCTURAL ENGINEER

CIVIL ENGINEER

MECHANICAL ENGINEER

ELECTRICAL ENGINEER

PLUMBING ENGINEER

OWNER

ARCHITECT

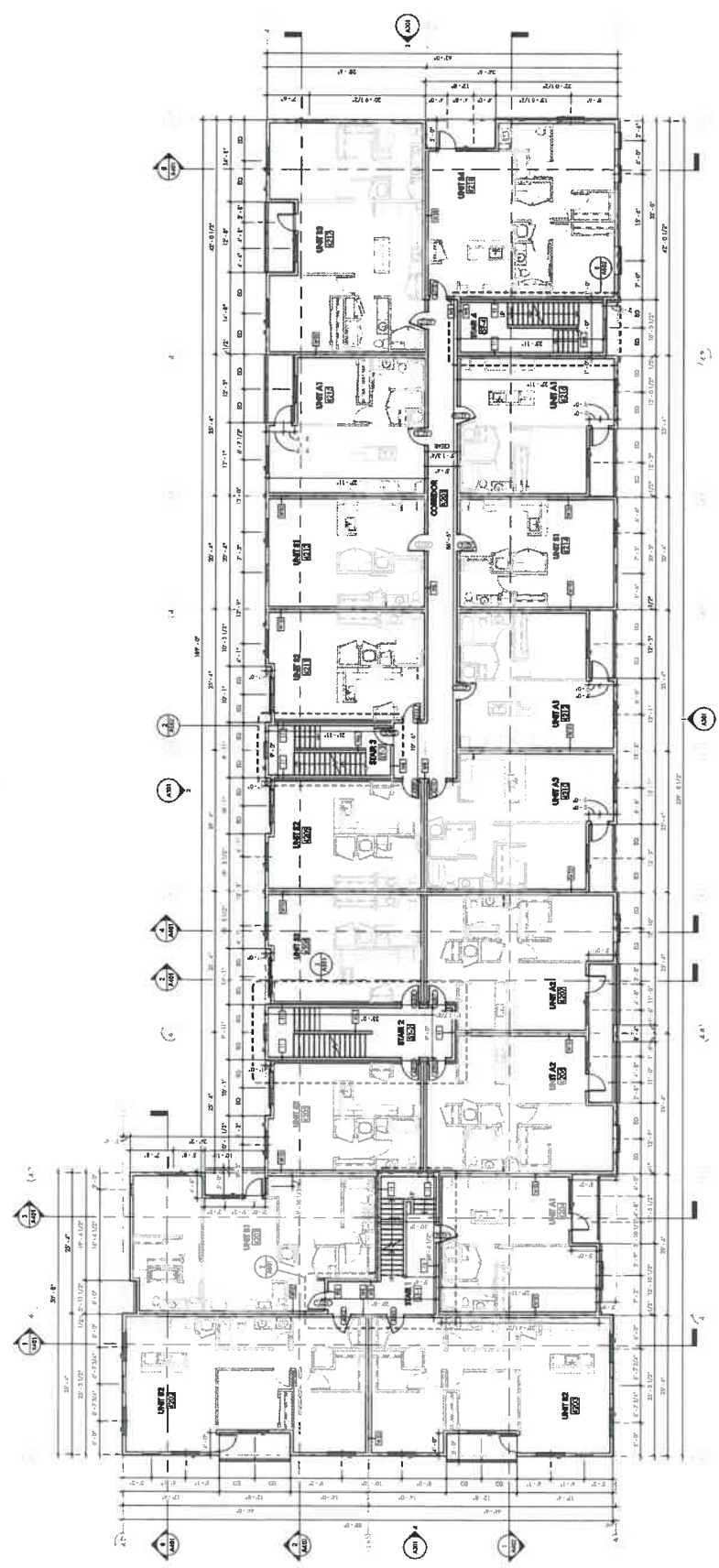
DATE

NOT FOR CONSTRUCTION



FLOOR PLAN NOTES

1. SEE ALL NOTES TO THIS SET.
2. ALL DIMENSIONS ARE IN FEET AND INCHES (F'-INCHES) UNLESS OTHERWISE NOTED.
3. ALL WALLS ARE 8" THICK UNLESS OTHERWISE NOTED.
4. ALL FLOORS ARE 4" THICK UNLESS OTHERWISE NOTED.
5. ALL ROOFS ARE 4" THICK UNLESS OTHERWISE NOTED.
6. ALL CEILING ARE 8" THICK UNLESS OTHERWISE NOTED.
7. ALL MECHANICAL EQUIPMENT IS TO BE LOCATED OUTSIDE THE BUILDING UNLESS OTHERWISE NOTED.
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20. ALL MECHANICAL EQUIPMENT IS TO BE LOCATED OUTSIDE THE BUILDING UNLESS OTHERWISE NOTED.



BUILDING 4 - OVERALL 2ND FLOOR PLAN



## KEY PLAN

RESEARCH

**STRUCTURAL ENGINEER**

ENGINEER

## CONTRACTOR

COMMUNITY

NER

**CONTACT**

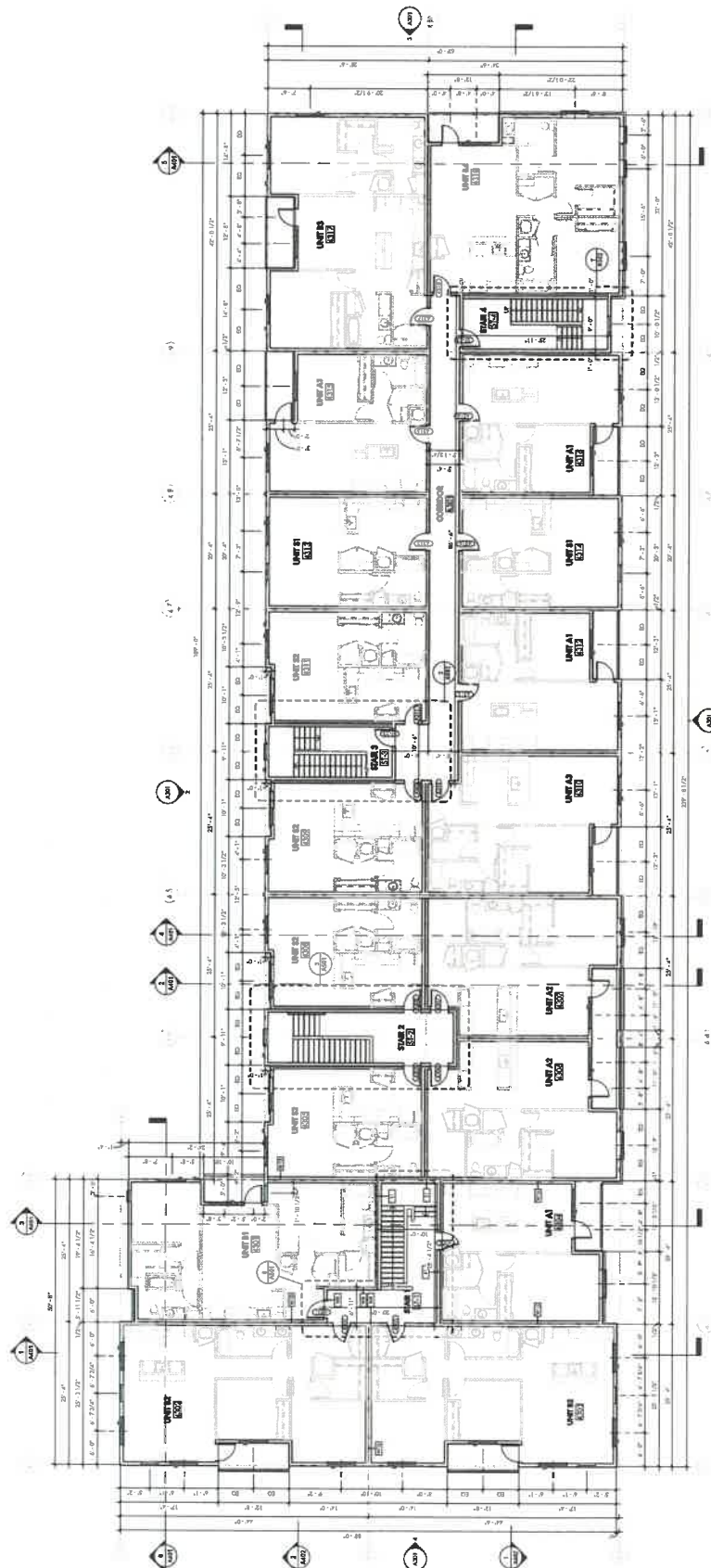
© 1998 by The McGraw-Hill Companies, Inc.

NOT  
FOR CONSTRUCTION

### Communication:



DATE	EXPOSITION
1	USE OF CONDUIT TUBE
2	CARD INDEXES, LITERATURE, BLENDED WITH 2000 FOR RECORDING, DESIGNATION
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BUILDING 4 - OVERALL AND FLOOR PLAN  
1/11/12





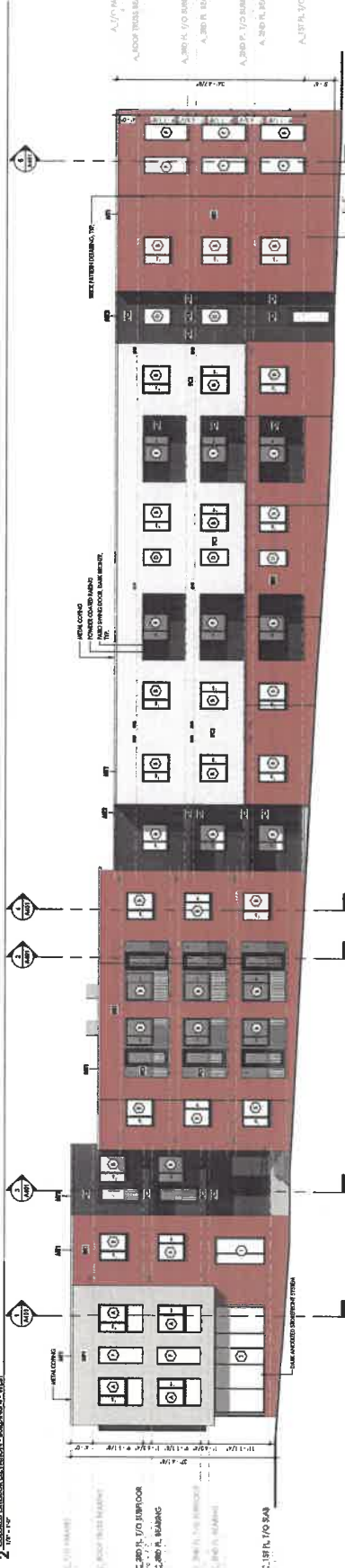
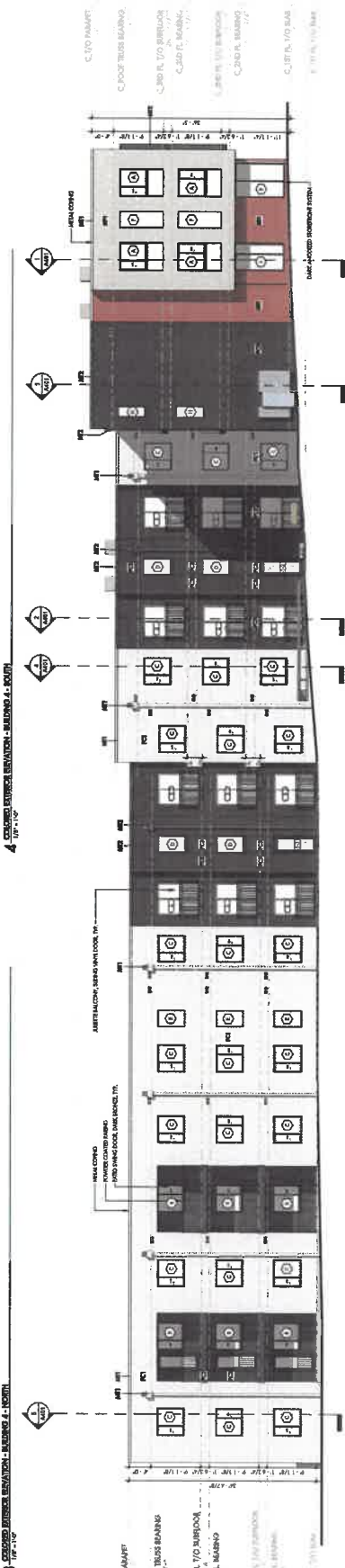
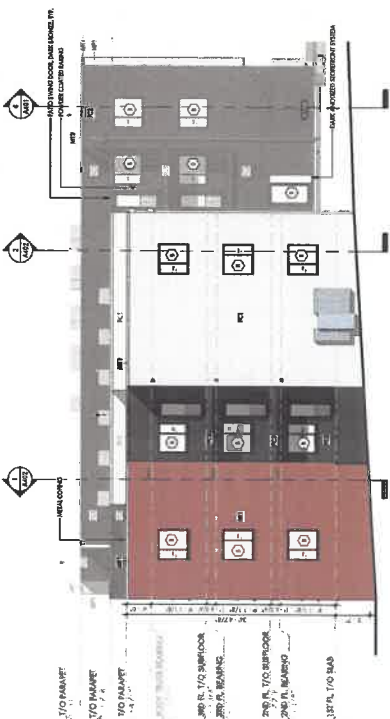
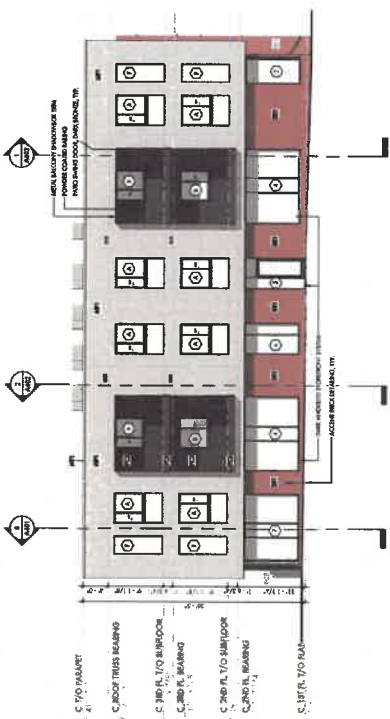
[illegible]

### WINDOW SCHEDULE

WINDOW SCHEDULE					CYCLES	
NAME	AGE	TYPE	TEL	HEAD	JAW	
A	12" 30"	SIDE OF HEAD				100% 100%
B	12" 30"	HEAD				100% 100%
C	6" 40"	SKIN				100% 100%
D	3" 40"	SKIN				100% 100%
E	3" 40"	HEAD				100% 100%
F	3" 40"	HEAD				100% 100%
G	3" 40"	HEAD				100% 100%
H	3" 40"	HEAD				100% 100%
I	3" 40"	HEAD				100% 100%
J	3" 40"	HEAD				100% 100%
K	3" 40"	HEAD				100% 100%
L	3" 40"	HEAD				100% 100%
M	3" 40"	HEAD				100% 100%
N	3" 40"	HEAD				100% 100%
O	3" 40"	HEAD				100% 100%
P	3" 40"	HEAD				100% 100%
Q	3" 40"	HEAD				100% 100%
R	3" 40"	HEAD				100% 100%
S	3" 40"	HEAD				100% 100%
T	3" 40"	HEAD				100% 100%
U	3" 40"	HEAD				100% 100%
V	3" 40"	HEAD				100% 100%
W	3" 40"	HEAD				100% 100%
X	3" 40"	HEAD				100% 100%
Y	3" 40"	HEAD				100% 100%
Z	3" 40"	HEAD				100% 100%



PAUAMETTO BLOCK - CABARET (M)  
OVERALL BUILDING PERCENTAGE





### WINDOW SCHEDULE



January 6, 2021

To: Nicole Crawford, Office of the Clerk of Council

From: Katherine Keough-Jurs, AICP, Director, Department of City Planning *KKJ*

Copies to: Kira Palmer, AmeriCorps VISTA; Andy Juengling, AICP, Senior City Planner

Subject: Scheduling of Ordinance – Zone Change and Major Amendment PD No. 78

---

The above referenced ordinance is ready to be scheduled for Committee. We are requesting that this item be scheduled for the next available meeting of the Economic Growth & Zoning Committee. This item requires a public hearing following a required 14-day notification period by mail and in the City Bulletin.

Included in this submission are the following items:

- 1) The transmittal letter to the Mayor and City Council;
- 2) A copy of the City Planning Commission staff report dated December 18, 2020;
- 3) Additional attachments;
- 4) The Ordinance amending the official zoning map;
- 5) The mailing labels for the notice of the public hearing at the Economic Growth and Zoning Committee; and
- 6) A copy of the mailing labels for your file.

January 6, 2021

Cincinnati City Council  
 Council Chambers, City Hall  
 Cincinnati, Ohio 45202

Dear Members of Council:

We are transmitting herewith an Ordinance captioned as follows:

**APPROVING** a major amendment to the concept plan and development program statement governing Planned Development No. 78, "Firehouse Row," to include certain adjacent properties, thereby approving the rezoning of those properties from the T4N.SF, "Transect Zone 4 Neighborhood Small Footprint," and T4N.SF-O, "Transect Zone 4 Neighborhood Small Footprint – Open" transect zones to Planned Development District No. 78, "Firehouse Row," in order to facilitate the construction of two new multi-family buildings.

**Summary:**

The petitioner, Milhaus, is requesting a zone change from Transect Zone 4 Neighborhood Small Footprint (T4N.SF) to Planned Development #78 (PD-78) for properties at 2508-2520 Hemlock Street, and from Transect Zone 4 Neighborhood Small Footprint – Open (T4N.SF-O) to Planned Development #78 (PD-78) for properties at 750-758 East McMillan Street, 2507-2517 Stanton Avenue, and 2521-2525 Chatham Street. The petitioner is also requesting a Major Amendment to the Concept Plan and Development Program Statement for PD-78 to incorporate two new multi-family buildings and on-site parking on those properties. The existing PD is generally located at the intersection of East McMillan Street, Concord Street, and Wayne Street, and consists of a mixed-use building with residential and commercial space, two additional multi-family buildings, and on-site parking, which will not be altered by the Major Amendment and new developments.

The City Planning Commission recommended the following on December 18, 2020 to City Council:

**APPROVE** the proposed change in zoning at 2508-2520 Hemlock Street from T4N.SF to Planned Development #78 (PD-78) and at 750-758 East McMillan Street, 2507-2517 Stanton Avenue, and 2521-2525 Chatham Street from T4N.SF-O to Planned Development #78 (PD-78);

**APPROVE** the Major Amendment to the Concept Plan and Development Program Statement for Planned Development #78, Firehouse Row, as specified on pages 3-7 of the staff report; and


**ADOPT** the Department of City Planning Findings as detailed on page 10 of the staff report.

Motion to Approve: Ms. McKinney

Ayes: Mr. Smitherman  
 Ms. McKinney  
 Mr. Juech  
 Mr. Eby  
 Mr. Stallworth

Seconded: Mr. Smitherman

THE CITY PLANNING COMMISSION

  
 Katherine Keough-Jurs, AICP, Director  
 Department of City Planning

**SUBJECT:** A report and recommendation on a proposed zone change and Major Amendment to the Concept Plan and Development Program Statement for Planned Development #78 (PD-78), Firehouse Row, in Walnut Hills.

**GENERAL INFORMATION:**

**Location:** 2508-2520 Hemlock Street, 750-758 East McMillan Street, 2507-2517 Stanton Avenue, and 2521-2525 Chatham Street, Cincinnati, OH 45206

**Petitioner:** Milhaus  
460 Virginia Avenue  
Indianapolis, IN 46203

**Property Owners:**

Property Owner	Property Address
City of Cincinnati	750-758 East McMillan Street
Fred Orth and Marlene Miner	2511 Stanton Avenue
Hamilton County Land Reutilization Corporation	2509, 2513-2517 Stanton Avenue, 2521-2525 Chatham Street
Walnut Hills Redevelopment Foundation	2507 Stanton Avenue
Wayne Street Holdings	2508-2520 Hemlock Street

**Request:** The City Planning Commission will review a proposed zone change and a Major Amendment to the Concept Plan and Development Program Statement for Planned Development #78 (PD-78), Firehouse Row, in Walnut Hills. The proposal adds an additional 1.779 acres into PD-78 along Hemlock Street, East McMillan Street, Stanton Avenue, and Chatham Street.

**ATTACHMENTS:**

Provided in addition to this report are:

- Exhibit A – Location Map
- Exhibit B – Zone Change Application, Plat, and Legal Description
- Exhibit C – Approved Concept Plan and Development Program Statement
- Exhibit D – Amended Concept Plan and Development Program Statement
- Exhibit E – Coordinated Site Review Letter
- Exhibit F – Timeline of Neighborhood Involvement
- Exhibit G – Letter of Support from Walnut Hills Area Council
- Exhibit H – Additional Correspondence

**BACKGROUND:**

On May 5<sup>th</sup>, 2017, the City Planning Commission recommended approval of a change in zoning for the properties at 743-767 E. McMillan Street, 2420-2438 Concord Street, and 718-752 Wayne Street from T4N.SF and T4N.SF-O to Planned Development District #78 (PD-78), Firehouse Row, for the development now known as "Poste." The zone change was approved by City Council on June 14<sup>th</sup>, 2017.

On December 15<sup>th</sup>, 2017, the City Planning Commission approved the Final Development Plan for Phase I of the Firehouse Row/Poste development.

The approved Concept Plan and Development Program Statement for the development consists of the following components:

1. A four-story mixed-used building with 64 residential units and 4,420 square feet of retail/commercial space fronting E. McMillan Street. The approved Final Development Plan consists of 64 residential units and 4,345 square feet of retail/commercial space.
2. Two three-story residential buildings fronting Wayne Street behind the mixed-use building with 30 residential units, each. The approved Final Development Plan follows the approved Concept Plan.
3. On-site parking consisting of 44 garage spaces, 66 surface spaces, and 6 accessible spaces for a total of 116 parking spaces. Sixty-one (61) bicycle spaces are also included between the indoor and outdoor space. The approved Final Development Plan consists of 122 on-site parking spaces and 39 bicycle parking spaces.

	Approved Concept Plan	Approved Final Development Plan
<b>Residential Units</b>	<b>124 units</b>	<b>124 units</b>
<b>Commercial Square Footage</b>	<b>4,420 square feet</b>	<b>4,345 square feet</b>
<b>Square Footage</b>	<b>Building 1: 17,779 square feet Building 2: 8,489 square feet Building 3: 9,719 square feet</b>	<b>Building 1: 18,200 square feet Building 2: 8,824 square feet Building 3: 10,092 square feet</b>
<b>Bicycle Parking</b>	49 interior 12 exterior <b>61 Total spaces</b>	27 interior 12 exterior <b>39 Total spaces</b>
<b>Parking</b>	66 surface spaces 44 garage spaces 6 accessible spaces <b>116 Total spaces</b>	72 surface spaces 47 garage spaces 3 accessible spaces <b>122 Total spaces</b>

Construction for the Poste Phase I development was completed in June of 2020. There are no proposed changes to Phase I.

In Spring 2020, the petitioner submitted an application requesting a zone change from Transect Zone 4 Neighborhood Small Footprint (T4N.SF) and Transect Zone 4 Neighborhood Small Footprint - Open (T4N.SF-O) to Planned Development #78 (PD-78) for properties located north of the current Firehouse Row/Poste site at 2508-2520 Hemlock Street, 750-758 E. McMillan Street, 2507-2517 Stanton Avenue, and 2521-2525 Chatham Street and a Major Amendment to the Concept Plan and Development Program

Statement for PD-78. The request would allow for the construction of two multi-family buildings with a total of 60-70 residential units, approximately 4,000 square feet of amenity space, and 60-70 on-site parking spaces. These properties lie north and east of an existing corner store and daycare center, and west of Green Man Park. 750-758 E. McMillan Street and 2507 Stanton Avenue are located within the Walnut Hills Neighborhood Business District and the Peebles Corner National Historic District.

#### **ADJACENT LAND USE AND ZONING:**

The properties requested are currently zoned Transect Zone 4 Neighborhood Small Footprint (T4N.SF) and Transect Zone 4 Neighborhood Small Footprint – Open (T4N.SF-O). The existing zoning and land use surrounding the subject site is as follows:

##### **North:**

Zoning: T4N.SF and T4N.SF-O  
Existing Use: Small scale residential (1-3 units)

##### **East:**

Zoning: T4N.SF-O and T5MS  
Existing Use: Divine Daycare, Green Man Park, small scale residential (1-3 units)

##### **South:**

Zoning: T4N.SF, T4N.SF-O, and PD-78  
Existing Use: Divine Daycare, Poste Phase I mixed-used development, retail (Johnny's Market), Single-Family residential

##### **West:**

Zoning: T4N.SF, T4N.SF-O, and T5N.LS-O  
Existing Use: Divine Daycare, retail, small scale residential (1-3 units), vacant land

#### **PROPOSED DEVELOPMENT AND CHANGES TO CONCEPT PLAN:**

The approved Concept Plan and Development Program Statement for PD-78 consists of a 124-unit mixed-use development and 116 parking spaces as outlined in the "Background" section of this report. The current PD-78 site is 2.724 acres in size.

The proposed zone change and Major Amendment to the Concept Plan and Development Program Statement would expand the Planned Development to the north side of E. McMillan Street and add 1.779 acres. The added acreage includes an approximately 1.026-acre site at 2508-2520 Hemlock Street, 750-758 E. McMillan Street, and 2507-2517 Stanton Avenue, and an approximately 0.235-acre site at 2521-2525 Chatham Street, not including the associated rights-of-way. The existing residential units and parking from Poste Phase I would not be altered by the Major Amendment.

Milhaus and the Walnut Hills Redevelopment Foundation (WHRF) are co-developing the proposed project, known as Poste Phase II. The development is proposed to be a mix of studios (approximately 10-15%), one-bedroom (approximately 50-60%), and two-bedroom (approximately 30-40%) units across two buildings. Ten percent (10%) of units will be set-aside for households making 80-120% of Area Median Income (AMI) and one unit will be set aside for a household making 60% AMI. Primary exterior materials for both buildings are proposed to include masonry, metal panels, windows, and fiber cement siding. Thirty percent (30%) of the total area of Poste Phase II will be open space. The petitioner aims to begin construction in July of 2021 with construction completed in September of 2022. The differences between the approved Concept Plan and proposed Major Amendment are summarized in the table below.

	Previously Approved Concept Plan	Proposed Major Amendment to the Concept Plan	Proposed Totals
<b>Acreage</b>	<b>Total of 2.724 acres</b>	<b>Additional 1.779 acres</b>	<b>Total of 4.503 acres</b>
<b>Number of Buildings</b>	<b>3 Buildings</b>	<b>Additional 2 Buildings</b>	<b>5 Buildings</b>
<b>Number of Residential Units</b>	<b>124 Total units</b>	<b>Additional 60-70 units</b>	<b>184-194 Total units</b>
<b>Commercial Space</b>	<b>4,420 square feet</b>	<b>No proposed change</b>	<b>4,420 square feet</b>
<b>Amenity Space</b>	<b>None</b>	<b>Approximately 4,000 square feet</b>	<b>Approximately 4,000 square feet</b>
<b>Parking</b>	66 surface spaces 44 garage spaces 6 accessible spaces <b>116 Total spaces</b>	<b>Additional 60-70 surface spaces</b>	<b>176-186 Total spaces</b>

**2508-2520 Hemlock Street, 750-758 E. McMillan Street, and 2507-2517 Stanton Avenue**

The properties at 2508-2520 Hemlock Street are currently zoned T4N.SF while 750-758 E. McMillan Street and 2507-2517 Stanton Avenue are zoned T4N.SF-O. All properties are proposed to be rezoned as PD-78 and consolidated into a site of approximately 1.026-acres, not including the rights-of-way. All parcels are currently vacant.

The land north of E. McMillan between Hemlock Street and Stanton Avenue is the proposed site for a three-story residential building with 49-58 units and 50-58 on-site parking spaces, including accessible spaces. The proposed building height is approximately 37 feet, 4 inches. The first floor will consist of approximately 4,000 feet of amenity space fronting E. McMillan Street, including a fitness center, bike storage room, package room, pet wash station, and leasing office to serve the entirety of the Poste developments. Vehicular access to the parking lot for the building is proposed from Hemlock Street. The main community entrance will be located on the corner of E. McMillan Street and Stanton Avenue with an additional individual building entrance along Stanton Avenue.

**2521-2525 Chatham Street**

2521 and 2525 Chatham Street are proposed to be rezoned from T4N.SF-O to PD-78 and consolidated into an approximately 0.235-acre site, not including the rights-of-way. These two lots are currently vacant. The Major Amendment proposes the construction of an 11-12-unit multi-family building. The proposed building would be three-stories and approximately 34 feet, 5 inches tall. Parking for these properties is proposed to be 10-12 on-site surface parking spaces, accessed from Stanton Avenue. Individual building entrances will be located on Stanton Avenue and Chatham Street.

### **BASIC REQUIREMENTS OF A PLANNED DEVELOPMENT DISTRICT:**

Per §1429 of the Cincinnati Zoning Code, *Basic Requirements*, PD Districts and development within PD Districts must comply with the following:

- a) ***Minimum Area*** – *The minimum area of a PD must be two contiguous acres.*

The existing PD consists of 2.724 acres and the proposed zone change area is approximately 1.779 contiguous acres, creating a total area of 4.503 contiguous acres for PD-78.

- b) ***Ownership*** – *Evidence that the applicant has sufficient control over the tract of land to affect the proposed plan, including a list of all ownership and beneficial interests in the tract of land and the proposed development are required.*

The petitioner has provided purchase agreements for the properties at 2508-2520 Hemlock Street, 2507-2517 Stanton Avenue, and 2521-2525 Chatham Street (part of Exhibit D). The remaining 3 parcels, 750-758 E. McMillan Street, are owned by the City of Cincinnati. Milhaus is working with the Department of Community and Economic Development on the purchase of these remaining parcels.

- c) ***Multiple buildings on a lot*** – *More than one building is permitted on a lot.*

The submitted Major Amendment to the Concept Plan and Development Program Statement indicates two buildings on 15 parcels. The 15 parcels will be consolidated into two lots, with one building on a parcel between Hemlock Street and Stanton Avenue and one on the parcel between Stanton Avenue and Chatham Street.

- d) ***Historic Landmarks and Districts*** – *Whenever a Planned Development application is filed for a property wholly or partially located within a historic landmark, historic district, or involving a historic structure, the Historic Conversation Board shall advise the City Planning Commission relating to approval of the Final Development Plan.*

Although a portion of the site is located within the Peebles Corner National Register Historic District, the Final Development Plan shall be reviewed by the Historic Conservation Board prior to City Planning Commission review for local historic districts only. Therefore, Historic Conservation Board approval is not needed for the proposed project.

- e) ***Hillside Overlay Districts*** – *Whenever a Planned Development application is filed for a property wholly or partially located within a Hillside Overlay District, the City Planning Commission shall approve the Final Development Plan.*

No portion of the site is located within a Hillside Overlay District.

- f) ***Urban Design Overlay District*** – *Whenever a Planned Development application is filed for a property wholly or partially located within an Urban Design Overlay District, the City Planning Commission shall approve the Final Development Plan.*

No portion of the site is located within an Urban Design Overlay District.

### **CONCEPT PLAN AND DEVELOPMENT PROGRAM STATEMENT:**

According to §1429-09 of the Cincinnati Zoning Code, *Concept Plan and Development Program Statement*, a petition to rezone a property to PD must include a Concept Plan and Development Program



Statement (Exhibit D). The purpose is to describe the proposed use or uses to be conducted in the PD District. The Concept Plan and Development Program Statement must include text or diagrams that specify:

- a. **Plan Elements** – *A survey of the tract to be developed, providing a metes and bounds description of the property and the survey of property lines and total acreage. Additionally, the plan should include the location in general terms, of land areas to be developed, including: type and description of proposed land uses, buildings and structures; street rights-of-way and driveways; parcel boundaries and proposed lots, including set back lines; building heights; pedestrian circulation systems and open space or other facilities; and proposed topography, drainage, landscaping and buffer plantings.*

The petitioner has submitted a proposed Major Amendment to the Concept Plan and Development Program Statement (Exhibit D) that includes sufficient information regarding proposed uses, building locations, street access, pedestrian circulation systems, and open space and landscaping.

- b. **Ownership** – *Evidence that the applicant has sufficient control over the tract of land to affect the proposed plan, including a list of all ownership and beneficial interests in the tract of land and the proposed development.*

The petitioner has provided purchase agreements for the properties at 2508-2520 Hemlock Street, 2507-2517 Stanton Avenue, and 2521-2525 Chatham Street (part of Exhibit D). The remaining 3 parcels, 750-758 E. McMillan Street, are owned by the City of Cincinnati. Milhaus is working with the Department of Community and Economic Development on the purchase of these remaining parcels.

- c. **Schedule** – *Time schedule of projected development, if the total site is to be developed in phases or if construction is to extend beyond a two-year time period.*

The petitioner has provided an approximate schedule for the Concept Plan, with construction beginning July 2021 and continuing until September 2022. The development will be constructed in one phase.

- d. **Preliminary Reviews** – *A preliminary review of geo-technical, sewage, water, drainage and refuse collection.*

The project has gone through a Development Design Review as part of the City's Coordinated Site Review Process (see "Coordinated Site Review" section below).

- e. **Density and Open Space** – *Any other information requested by the Director of City Planning or the City Planning Commission*

The project has a proposed density of 47 units per acre and 30 percent (approximately 12,163 square feet) of the site is set aside as open space.

#### **MAJOR AMENDMENT TO CONCEPT PLAN AND DEVELOPMENT PROGRAM STATEMENT:**

The Cincinnati Zoning Code (§ 1429-12) allows for amendments to the Concept Plan. Major Amendments must be approved by the City Planning Commission and City Council as a zoning map amendment. The petitioner wishes to increase the size of the PD by 1.779 acres of land and introduce two additional buildings into the Planned Development, increasing the total number of units by 40-48%, which qualifies the request as a Major Amendment. The Major Amendment includes:

- A change in zoning north of the existing PD-78 site for the properties located at 2508-2520 Hemlock Street, 750-758 E. McMillan Street, 2507-2517 Stanton Avenue, and 2521-2525 Chatham Street within the form-based code districts T4N.SF and T4N.SF-O. The properties are proposed to be rezoned Planned Development #78 (PD-78).
- The proposed plan for the additional area to be added to PD-78 as a Major Amendment to the Concept Plan and Development Program Statement for PD-78. This plan includes a three-story, multi-family building with approximately 4,000 square feet of ground-floor amenity space, 49-58 residential units, and 50-58 parking spaces at 2508-2520 Hemlock Street, 750-758 E. McMillan Street, and 2507-2517 Stanton Avenue, as well as a three-story, multi-family building with 11-12 units and 10-12 parking spaces at 2521-2525 Chatham Street.

#### **FINAL DEVELOPMENT PLAN:**

Pursuant to §1429-13 *Final Development Plan*, a Final Development Plan must be submitted to City Planning Commission after approval of the Concept Plan and Planned Development (PD) designation by City Council. The Final Development Plan must substantially conform to the approved Concept Plan and Development Program Statement.

The petitioner will need to return to City Planning Commission for approval of the Final Development Plan following an additional Coordinated Site Review process at the Technical Design level. Once the petitioner has submitted for a Final Development Plan, City staff will hold another public staff conference as well.

#### **COORDINATED SITE REVIEW:**

The petitioner submitted their proposed project for Coordinated Site Review as a Developmental Design Review in January of 2020. During the review of the project, the Department of City Planning identified the need for a zone change from T4N.SF and T4N.SF-O to PD-78 and a Major Amendment to the Concept Plan and Development Program Statement for PD-78. City departments provided feedback and requirements moving forward with the proposed project but did not report major concerns. The Fire Department and Greater Cincinnati Water Works (GCWW) provided comments about testing the flows of nearby fire hydrants, which has been addressed (part of Exhibit D). The Coordinated Site Review letter is included as Exhibit E.

#### **DIVERSITY AND ECONOMIC INCLUSION:**

The petitioner plans to use commercially reasonable efforts to meet or exceed goals for 25% MBE, 7% WBE, and 30% SBE participation.

#### **PUBLIC COMMENT:**

The WHRF has been facilitating conversations between Milhaus and the community for several months. On October 10, 2019 Milhaus presented the initial conceptual program and site plan at the monthly Walnut Hills Area Council (WHAC) meeting as an introduction to Poste Phase II. Since then, Milhaus has engaged with the community on several occasions, including two focus groups held May 4, 2020 and May 11, 2020. During the focus groups, three primary themes arose: affordability, parking, and exterior design. Milhaus intends to set aside 10% of Poste Phase II units for households making 80-120% of AMI, though the petitioner notes that all units are currently projected to fall within that range, with 80% of units affordable to households making 80% AMI. The petitioner has also since increased the number of parking

spaces for a 1:1 parking ratio. Furthermore, Milhaus has modified exterior design plans to change from white to gray siding and to incorporate some elements of red brick masonry. An outline of neighborhood involvement is included as Exhibit F.

The Department of City Planning held a virtual public staff conference on the proposed zone change and Major Amendment on August 24, 2020. Notices were sent to property owners within a 400-foot radius of the subject properties and the Walnut Hills Area Council. Representatives from Milhaus, staff from the Department of City Planning, the Executive Director of the WHRF, the President of the WHAC, and eight community members were present at the meeting. A primary concern raised during the staff conference was the number of off-street parking spaces for future residents. Surrounding property owners were concerned how traffic and on-street parking could be impacted on Hemlock, Stanton, and Chatham. Residents asked about potential improvements to nearby Hollander Alley to alleviate some parking concerns. Other concerns and questions pertained to the pricing of units, existing impacts on surrounding property owners from Poste Phase I residents with cars and pets, the removal of existing trees and future landscaping plans, and how Divine Daycare and Johnny's Market, both on the block between Hemlock Street and Stanton Avenue next to the proposed development, could be impacted. Both the daycare and market will remain and Milhaus will provide fencing between the parking and Divine Daycare's playground.

The petitioner additionally met with the community twice in September. During the September 10, 2020 WHAC meeting, Milhaus noted that one unit in Poste Phase II will be affordable for households making up to 60% AMI for five years after receiving Certificate of Occupancy. One unit in Poste Phase I will also be affordable for households at or below 60% AMI for five years. The petitioner also committed to facilitate cleanup efforts of Hollander Alley. The Walnut Hills Area Council has submitted a letter of support for the proposed zone change and Major Amendment to the Concept Plan and Development Program Statement (Exhibit G).

Notices for the City Planning Commission meeting scheduled for November 20, 2020 were sent to all property owners within a 400-foot radius of the subject properties, staff conference attendees, and the Walnut Hills Area Council. Notices were sent to the same parties for the December 18, 2020 City Planning Commission meeting. To date we have received two letters in opposition to the proposal (Exhibit H).

### **CONSISTENCY WITH PLANS:**

#### ***Plan Cincinnati* (2012)**

The proposed Major Amendment to the Concept Plan is consistent with the Live Initiative Area of *Plan Cincinnati* within the Goals to "Create a more livable community" (p. 156), and "Provide a full spectrum of housing options and improve housing quality and affordability" (p. 164). Specifically, the request is consistent with the Strategies to "Become more walkable" (p. 157), "Provide quality healthy housing for all income levels" (p. 165), and "Offer housing options of varied sizes and types for residents at all stages of life" (p. 169). The proposed Major Amendment would permit the construction of two multi-family buildings on currently vacant parcels near the Walnut Hills Business District, adding a total of 60-70 units of housing to the neighborhood.

The proposed Major Amendment to the Concept Plan is also consistent with *Plan Cincinnati's* Geographic Principles to "Focus revitalization on existing centers of activity" (p. 86). This area in Walnut Hills is identified as a "Neighborhood Center" and a "Center of Activity" (p. 86-87). This part of Walnut Hills is also classified as a "Traditional Neighborhood," which means it includes one or more main streets within

a short walking distance from a large percentage of homes, and is an interconnected network of streets that are small to medium block sizes and has many small footprint, medium-density housing types (p. 88). Walnut Hills is identified as a neighborhood center that needs to “Transform,” that is to “target major opportunities for large-scale changes, such as infill, redevelopment, and public improvements” to realize its full potential (p. 90). The proposed development is consistent with this Geographic Principle of *Plan Cincinnati*.

#### *Walnut Hills Reinvestment Plan (2017)*

The request is also consistent with the *Walnut Hills Reinvestment Plan*. The housing market analysis states that “Walnut Hills is home to many of the young urban professional market segments found in other competitive neighborhoods including Northside, Over-The-Rhine, Clifton, and Oakley. There could be opportunities to attract more of these types of households to Walnut Hills if the neighborhood continues to improve marketability and offer the types of housing that are attractive to these groups. These groups tend to have higher incomes and can afford newly constructed (or rehabilitated) market rate construction. Given the cost of construction and increasing housing demand, new construction will likely not be affordable to many existing residents without subsidy” (p. 30). Milhaus is proposing a market-rate development, with some units affordable to households making 80-120% AMI and one unit for a household making 60% AMI.

The plan calls for three areas of Walnut Hills to focus development resources, including Peebles Corner, where this proposed development falls within. For this area, the plan specifically states “Continued investments in this area are intended to build upon previous revitalization efforts that include streetscaping along East McMillan, Trevarren Flats, the future Paramount Building redevelopment, Fireside Pizza, and Five Points Alley. This area has the most visibility and pedestrian activity and future investment should continue to enhance the retail environment and parking access and increase the number of higher-density residential units. Residential development should include a mix of rehab and new construction in mixed-use and residential buildings” (p. 54). The plan specifically calls for a second phase of the Firehouse Row development, stating “Firehouse Row Phase II: A second side of Green Man Park will be developed in the completion of Firehouse Row. This mixed-use, mixed-income development transitions in scale from five stories along McMillan to three stories along Stanton and Hemlock. Options exist to retain the daycare and corner store or to include them in the redevelopment” (p. 58-59).

Finally, the *Walnut Hills Reinvestment Plan* lists supports for a zone change for this site to allow the proposed development to move forward (p. 88).

#### **CITY PLANNING COMMISSION ACTION:**

According to Section §1429-11(a) of the Cincinnati Zoning Code, City Planning Commission may recommend approval or conditional approval, with restrictions on the establishment of a PD District on finding that all of the following circumstances apply:

1. The PD concept plan and development program statement are consistent with applicable plans and policies and is compatible with surrounding development;

*The proposal is consistent with the Live Initiative Area and the Guiding Geographic Principles of Plan Cincinnati (2012) and with the Walnut Hills Reinvestment Plan (2017). It is compatible with surrounding development as the proposed development is partially surrounded by residential uses, and the development is residential.*

2. The PD concept plan and development program statement enhance the potential for superior urban design in comparison with the development under the base district regulations that would apply if the plan were not approved;

*The Concept Plan proposes two multi-family buildings on currently vacant land, reactivating the sites. The proposed 3-story design would not be permissible under the existing T4N.SF and T4N.SF-O zones. A rezoning to PD also provides continuity with the existing Poste Phase I site on the south side of E. McMillan Street.*

3. Deviations from the base district regulations applicable to the property at the time of the PD application are justified by compensating benefits of the PD concept plan and development program statement;

*The base zoning permits residential developments up to 2 ½ stories in height. The PD district will enable two proposed 3-story buildings, providing greater height and density partially within the Walnut Hills Business District, or within walking distance of the district, than would otherwise be permissible while remaining consistent with the intent of the base district.*

4. The PD Concept Plan and Development Program Statement includes adequate provisions for utility services, refuse collection, open space, landscaping and buffering, pedestrian circulation, traffic circulation, building design and building location.

*All aspects are covered in the submitted Concept Plan or will be detailed in the Final Development Plan.*

#### **ANALYSIS:**

The proposed zone change would rezone 1.779 acres of land from T4N.SF and T4N.SF-O to PD-78, expanding the existing Planned Development (PD-78). The proposed Major Amendment would introduce two additional buildings to the Poste development with 60-70 units of housing, approximately 4,000 square feet of amenity space, and 60-70 spaces for on-site parking.

The proposed new construction would reactivate currently vacant lots, increasing housing opportunities in the area and creating increased walkability along E. McMillan Street and Stanton Avenue into the heart of the business district. Furthermore, a second phase of development is specifically called for on this site in the *Walnut Hills Reinvestment Plan* (2017).

Lastly, the petitioner has engaged the Walnut Hills Area Council on multiple occasions and has modified their plans to address community concerns where feasible.

#### **FINDINGS:**

It is the opinion of the staff of the Department of City Planning that the Major Amendment to the Concept Plan is in compliance with §1429-12 of the Cincinnati Zoning Code, *Amendments to a Planned Development Concept Plan*, as outlined on pages 6-7 of this report. The proposal is consistent with the purpose of the Planned Development District Regulations. The petitioner has successfully met all basic requirements of the Planned Development District. The Major Amendment will not negatively impact the existing character of the surrounding area.

**RECOMMENDATION:**

The staff of the Department of City Planning recommends that the City Planning Commission take the following actions:

1. **APPROVE** the proposed change in zoning at 2508-2520 Hemlock Street from T4N.SF to Planned Development #78 (PD-78) and at 750-758 East McMillan Street, 2507-2517 Stanton Avenue, and 2521-2525 Chatham Street from T4N.SF-O to Planned Development #78 (PD-78);
2. **APPROVE** the Major Amendment to the Concept Plan and Development Program Statement for Planned Development #78, Firehouse Row, as specified on pages 3-7 of this report; and
3. **ADOPT** the Department of City Planning Findings as detailed on page 10 of this report.

Respectfully submitted:

Approved:



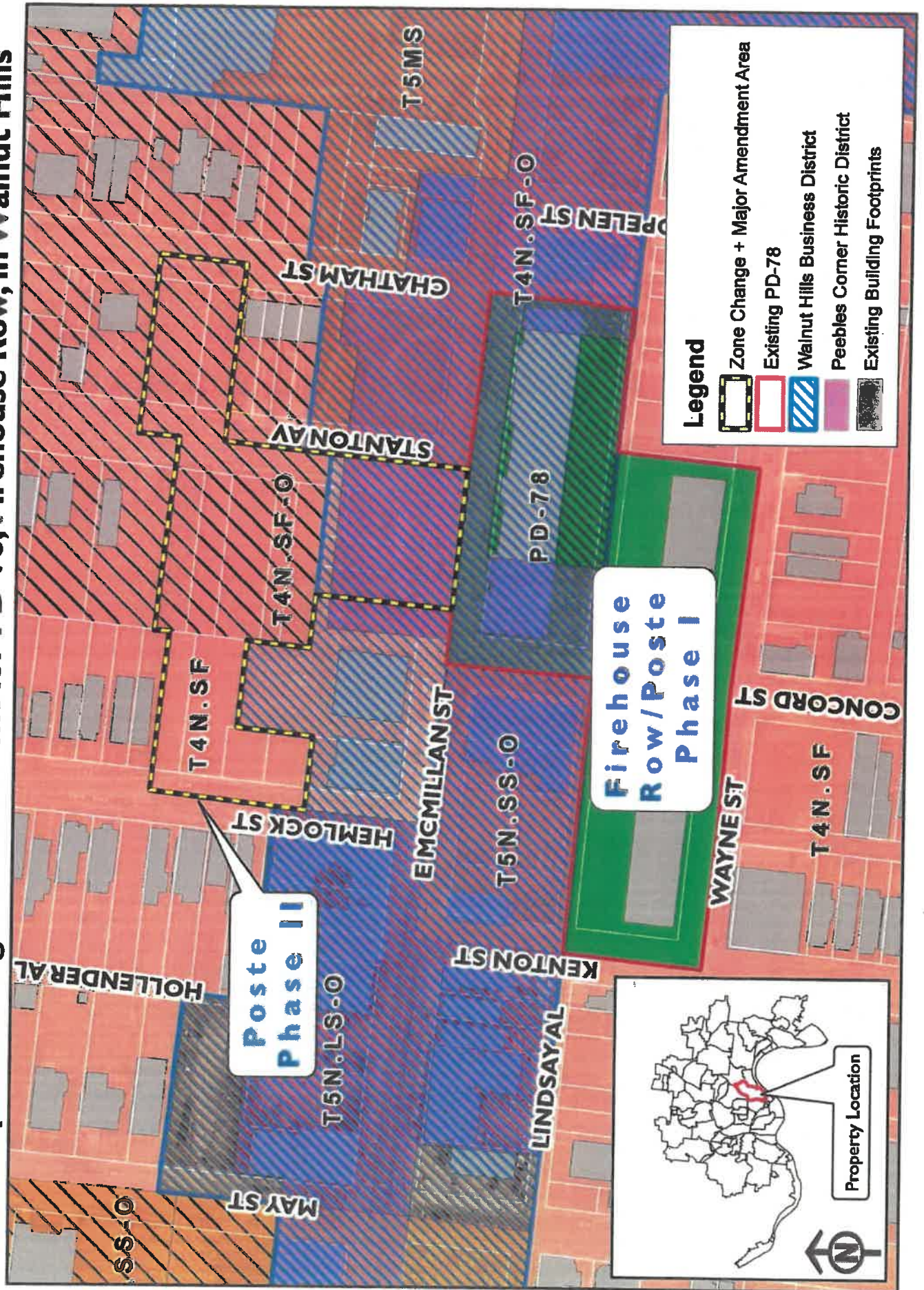
Kira Palmer, AmeriCorps VISTA  
Department of City Planning



Katherine Keough-Jurs, AICP, Director  
Department of City Planning



# EXHIBIT A Proposed Zone Change and Major Amendment to the Concept Plan and Development Program Statement for PD-78, Firehouse Row, in Walnut Hills



**PETITION FOR CHANGE OF ZONING OF PROPERTY  
LOCATED IN THE CITY OF CINCINNATI, OHIO**

To: The Honorable Council of the City of Cincinnati

Date: 3/27/20

I hereby request your Honorable Body to amend the Zoning Map of the City of Cincinnati by changing the area described in the attached legal documentation and depicted on the attached plat from the T4N-SF-O Zone District to the PD Zone District.

Location of Property (Street Address): 2508, 2510, 2512, 2514, 2516, 2518, and 2520 Hemlock St.

Area Contained in Property (Excluding Streets): 0.0311 acres

Present Use of Property: Open Space

Proposed Use of Property & Reason for Change: Rezoning to accommodate a bespoke Multifamily development project

Property Owner's Signature:

*Marc Gilloli*

dotloop verified  
04/01/20 6:19 PM EDT  
048H-UTEN-USN-1419

Name Typed: Marc Gilloli

Address: P O Box 29088 Cincinnati OH 45229

Phone: 513-604-5159

Agent Signature:

*Denise Guiducci*

dotloop verified  
04/01/20 4:24 PM EDT  
VMEU-TGPM-LHC-009

Name Typed: \_\_\_\_\_

Address: Coldwell Banker 1400 Elm St., Cincinnati OH 45202

Phone: 513-703-2353

Please Check if the Following Items are Attached

Application Fee \_\_\_\_\_

Copies of Plat X

Copies of Metes and Bounds X



**PETITION FOR CHANGE OF ZONING OF PROPERTY  
LOCATED IN THE CITY OF CINCINNATI, OHIO**

To: The Honorable Council of the City of Cincinnati

Date: 4/3/20

I hereby request your Honorable Body to amend the Zoning Map of the City of Cincinnati by changing the area described in the attached legal documentation and depicted on the attached plat from the T4N-SF-O Zone District to the PD Zone District.

Location of Property (Street Address): 2509, 2513, 2517 Stanton Ave. and 2521, 2525 Chatham St.

Area Contained in Property (Excluding Streets): 0.768 acres

Present Use of Property: Open Space

Proposed Use of Property & Reason for Change: Rezoning to accommodate a bespoke Multifamily development project

Property Owner's Signature: \_\_\_\_\_

Name Typed: Hamilton County Land Reutilization Corporation

Address: 3 E. 4th St., Ste. 300, Cincinnati, OH 45202 Phone: 513-621-3000

Agent Signature: Jessica Powell

Name Typed: Jessica Powell

Address: 3 E. 4th St., Ste. 300, Cincinnati, OH 45202 Phone: 513-621-3000

Please Check if the Following Items are Attached

Application Fee \_\_\_\_\_

Copies of Plat X

Copies of Metes and Bounds X

**PETITION FOR CHANGE OF ZONING OF PROPERTY  
LOCATED IN THE CITY OF CINCINNATI, OHIO**

To: The Honorable Council of the City of Cincinnati

Date: 4/3/20

I hereby request your Honorable Body to amend the Zoning Map of the City of Cincinnati by changing the area described in the attached legal documentation and depicted on the attached plat from the T4N-SF-O Zone District to the PD Zone District.

Location of Property (Street Address): 2507 Stanton Ave.

Area Contained in Property (Excluding Streets): 0.173 acres

Present Use of Property: Open Space

Proposed Use of Property & Reason for Change: Rezoning to accommodate a bespoke Multifamily development project

Property Owner's Signature: \_\_\_\_\_

Name Typed: Walnut Hills Redevelopment Foundation

Address: 656 McMillan St., Cincinnati OH 45206 Phone: 513-593-9473

Agent Signature: \_\_\_\_\_

Name Typed: Samantha Reeves

Address: 656 McMillan St. Cincinnati, OH 45206 Phone: 513-593-9473

Please Check if the Following Items are Attached

Application Fee \_\_\_\_\_

Copies of Plat \_\_X\_\_

Copies of Metes and Bounds \_\_X\_\_



### LEGEND

PROPOSED AREA FOR REMOVAL FROM "TALLER" AND "TALLER-OR TO PLANNED DEVELOPMENT"



CINCINNATI  
COLUMBUS  
DAYTON  
LOUISVILLE

6219 Centre Park Drive  
West Chester, OH 45069  
phone ► 513.779.7851  
fax ► 513.779.7852  
[www.kleingers.com](http://www.kleingers.com)

**Legal Description**  
**1.779 Acres**

Situated in Section 8, Town 3, Fractional Range 2, BTM, City of Cincinnati, Hamilton County, Ohio, being a rezone area, the boundary of which being more particularly described as follows:

Beginning at the centerline intersection of McMillan Street and Stanton Avenue;

Thence along said McMillan Street centerline, N83°55'15"W a distance of 131.97 feet;

Thence the following six (6) courses:

1. N05°55'05"E a distance of 130.00 feet;
2. N83°55'15"W a distance of 53.03 feet;
3. N05°55'05"E a distance of 65.00 feet;
4. N83°55'15"W a distance of 85.00 feet;
5. S06°04'05"W a distance of 75.00 feet;
6. N83°55'15"W a distance of 75.37 feet to a point in the centerline of Hemlock Street;

Thence along said centerline, N06°04'05"E a distance of 150.00 feet;

Thence the following three (3) courses:

1. S83°55'15"E a distance of 160.17 feet;
2. N05°55'05"E a distance of 9.75 feet;
3. S83°55'15"E a distance of 185.00 feet to a point in the aforementioned centerline of Stanton Avenue;

Thence along said centerline, N05°55'05"E a distance of 40.71 feet;

Thence S83°56'08"E a distance of 174.18 feet to a point in the centerline of Chatham Street;

Thence along said centerline, S05°57'32"W a distance of 85.88 feet;

Thence N83°56'08"W a distance of 174.12 feet to a point in the aforementioned centerline of Stanton Avenue;

Thence along said centerline S05°55'05"W a distance of 234.58 feet to the point of beginning.

Containing 1.779 acres, more or less and being subject to easements, restrictions and rights of way of record.

Bearings are based on The Ohio State Plane Coordinate System-South Zone as derived from the Ohio Department of Transportation's Virtual Reference Stationing (VRS)(NAD 83)

The above description is for rezoning purposes only.





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Journal of Internal Medicine 247: 353–360

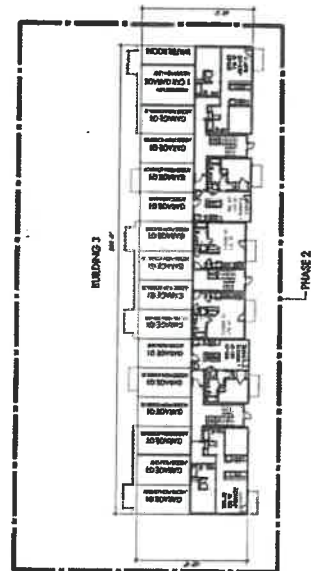
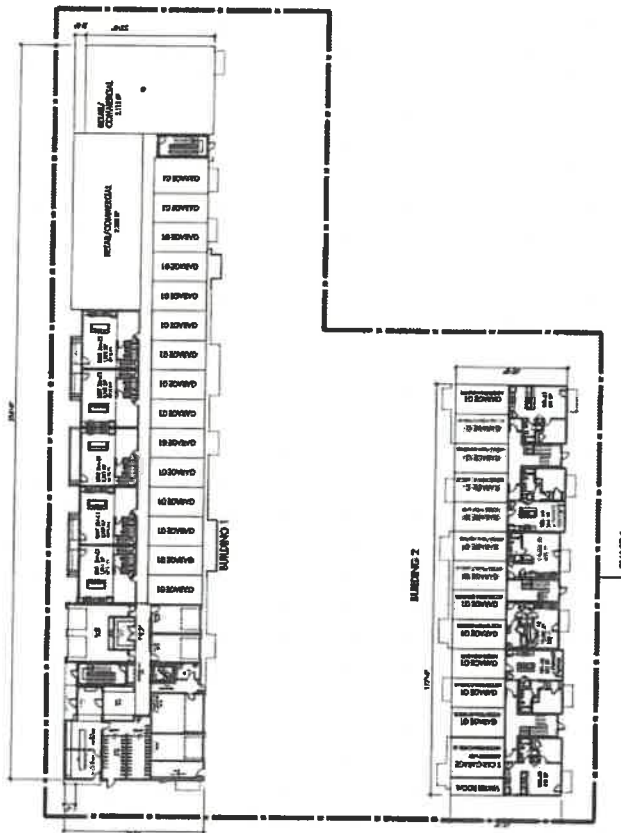
PRELIMINARY  
NOT FOR CONSTRUCTION

**WALNUT HILLS  
MCMILLAN**  
735 N. McMillan  
Aurora, IL 60004

**CONTACT**  
**INFORMATION**  
**800-368-5868**

A101

**FIRST FLOOR PLAN**  
SCALE: 1"=40'-0"



NINE MONTHS				SIX MONTHS				THREE MONTHS				ONE MONTH			
NO.	NAME	NO.	NAME	NO.	NAME	NO.	NAME	NO.	NAME	NO.	NAME	NO.	NAME	NO.	NAME
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THREE	3	4	4	10
TWO	5	6	6	14
ONE	7	8	8	18
FOUR	9	12	12	20

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2	8	8	8	8	MW
3	2	2	2	2	WEIGHTS
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Math	3	3	3	3
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Math	99	99	99	99
Math	100	100	100	100



ARCHITECT  
FLOOR PLAN  
SECTION  
ELEVATION  
DETAIL  
MECHANICAL  
ELECTRICAL  
PLUMBING  
PAINTING  
FINISHES  
LANDSCAPE  
GENERAL NOTES

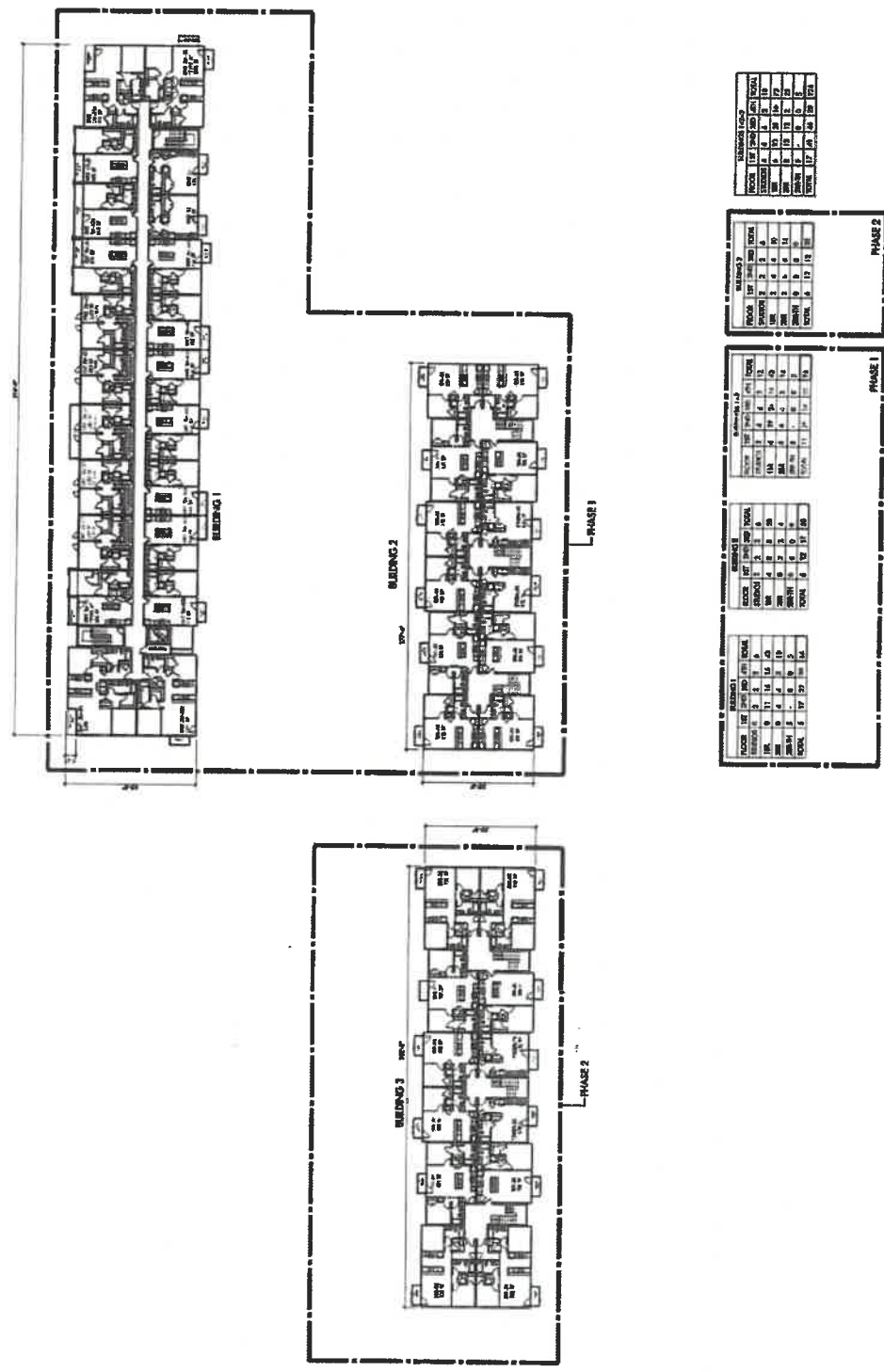
PRELIMINARY  
DESIGN  
NOT TO BE USED FOR CONSTRUCTION

MANUFACTURING  
FACILITY  
PHASE 1 & 2

CONSTRUCTION  
PHASE 1 & 2

A102

SECOND FLOOR PLAN  
SHEET 1-102P







...the ...

REF ID: A61447

WYANUT HILLS  
MCMILLAN  
207, WYANUT HILLS  
MCMILLAN, ON

**COMPANY NAME**

A103

### THIRD FLOOR PLAN

18 APRIL 1992







ARCHITECT  
MECHANICAL  
ELECTRICAL  
PLUMBING  
ENGINEERING  
CONSULTANTS  
P.C.

DATE: 10/1/00  
BY: [Signature]  
CHECKED: [Signature]  
APPROVED: [Signature]

REVISIONS  
1. 10/1/00

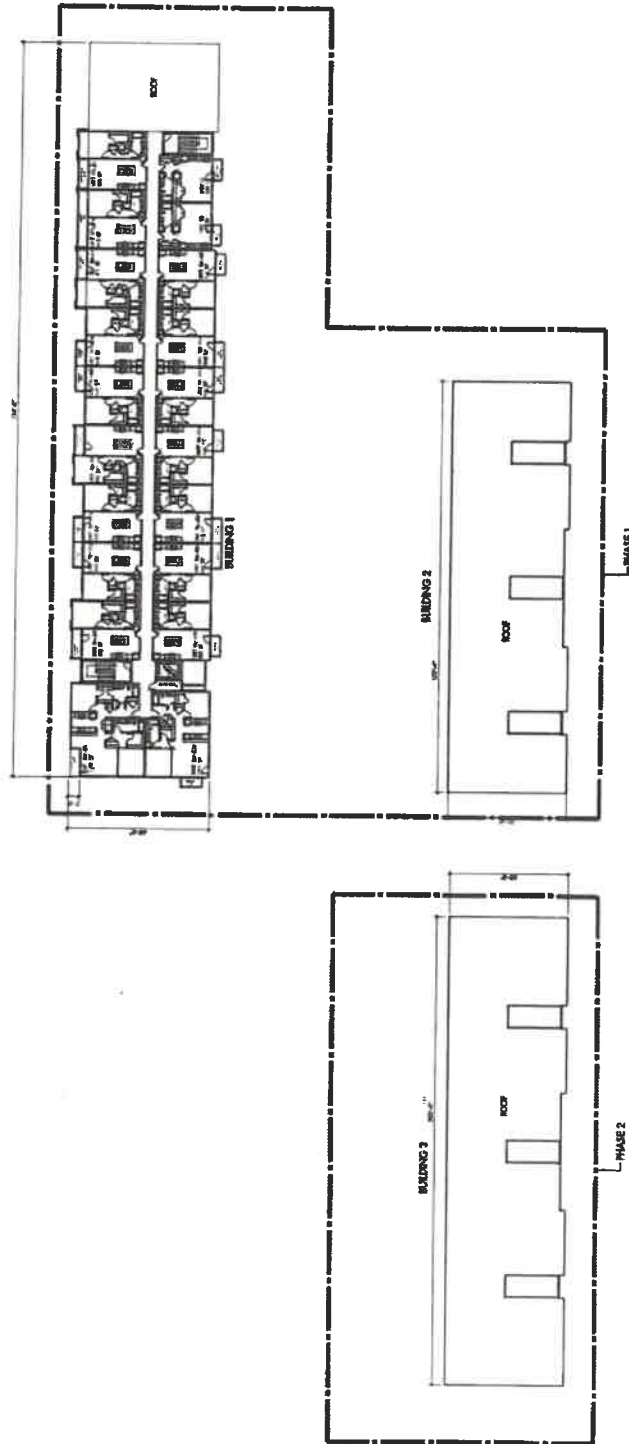
MANITOWOC  
SALISBURY

CONSTRUCTION  
SCHEDULE

A104



FOURTH FLOOR PLAN  
SCALE: 1/8" = 1'-0"



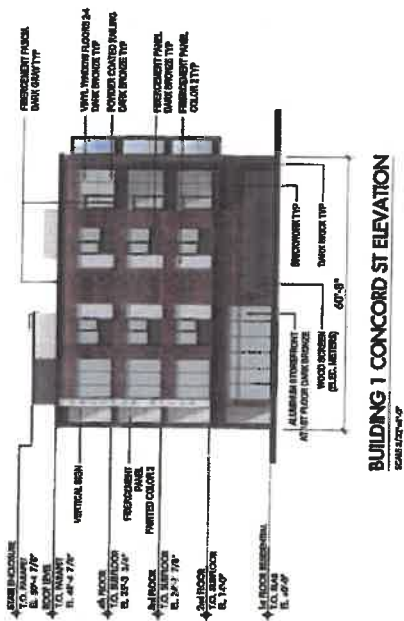
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AREA	100	100	100	100	400	100	100	100	100
PERCENT	25	25	25	25	100	25	25	25	25
TOTAL	100	100	100	100	400	100	100	100	100

BUILDING 2									
PHASE	1ST	2ND	3RD	4TH	TOTAL	1ST	2ND	3RD	4TH
AREA	100	100	100	100	400	100	100	100	100
PERCENT	25	25	25	25	100	25	25	25	25
TOTAL	100	100	100	100	400	100	100	100	100

BUILDING 3									
PHASE	1ST	2ND	3RD	4TH	TOTAL	1ST	2ND	3RD	4TH
AREA	100	100	100	100	400	100	100	100	100
PERCENT	25	25	25	25	100	25	25	25	25
TOTAL	100	100	100	100	400	100	100	100	100

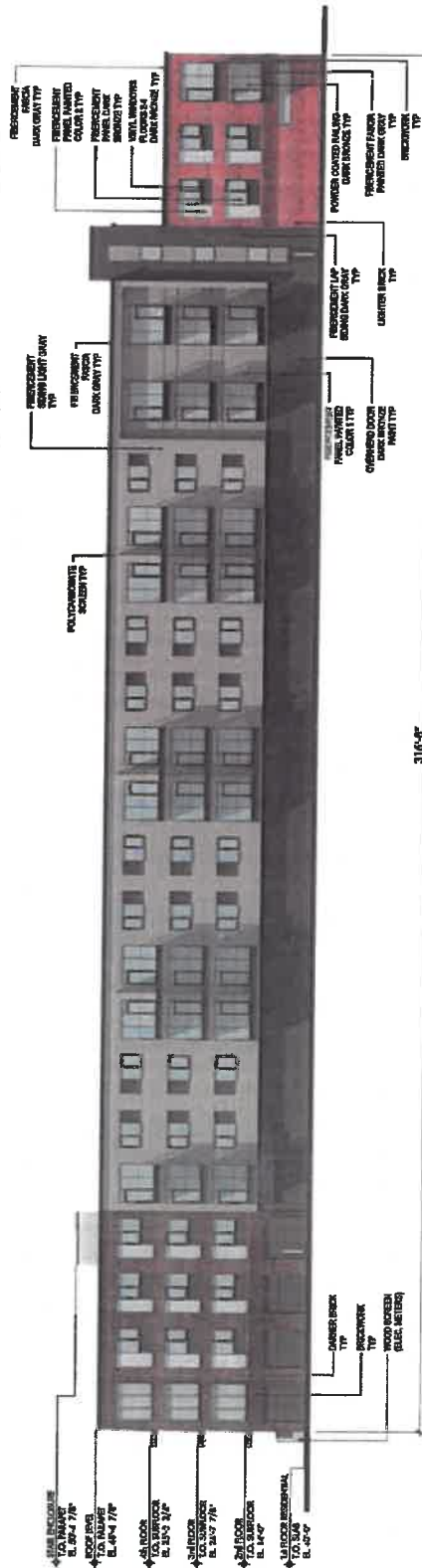
BUILDING 4									
PHASE	1ST	2ND	3RD	4TH	TOTAL	1ST	2ND	3RD	4TH
AREA	100	100	100	100	400	100	100	100	100
PERCENT	25	25	25	25	100	25	25	25	25
TOTAL	100	100	100	100	400	100	100	100	100

BUILDING 5									
PHASE	1ST	2ND	3RD	4TH	TOTAL	1ST	2ND	3RD	4TH
AREA	100	100	100	100	400	100	100	100	100
PERCENT	25	25	25	25	100	25	25	25	25
TOTAL	100	100	100	100	400	100	100	100	100



**BUILDING 1 CONCORD ST ELEVATION**

SCALE 1/8\"/>



**BUILDING 1 ELEVATION FROM PARKING**

SCALE 1/8\"/>



**BUILDING 1 E MCMILLAN ST ELEVATION**

SCALE 1/8\"/>

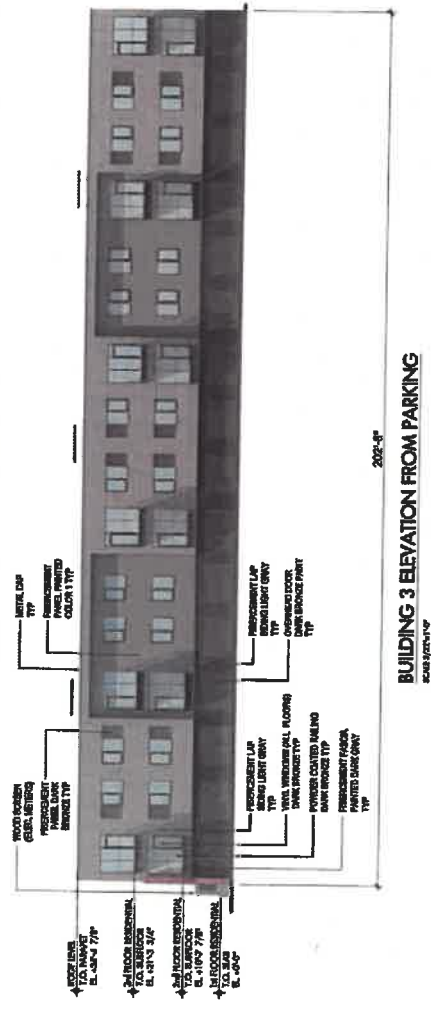
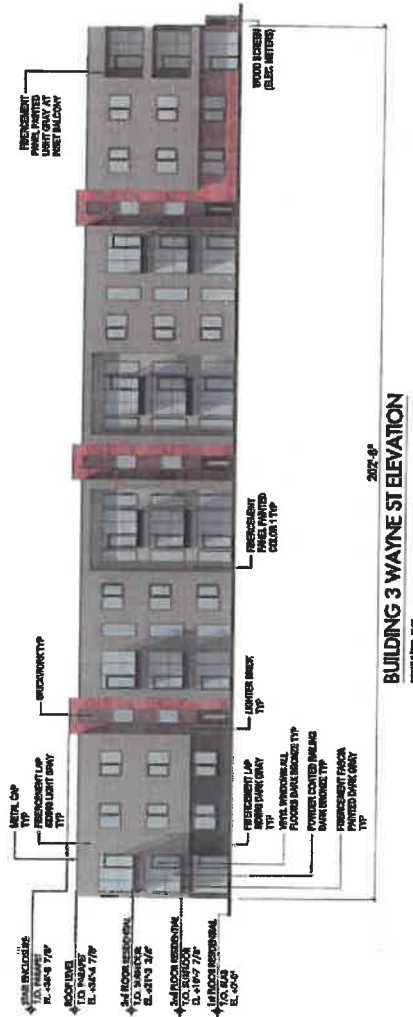
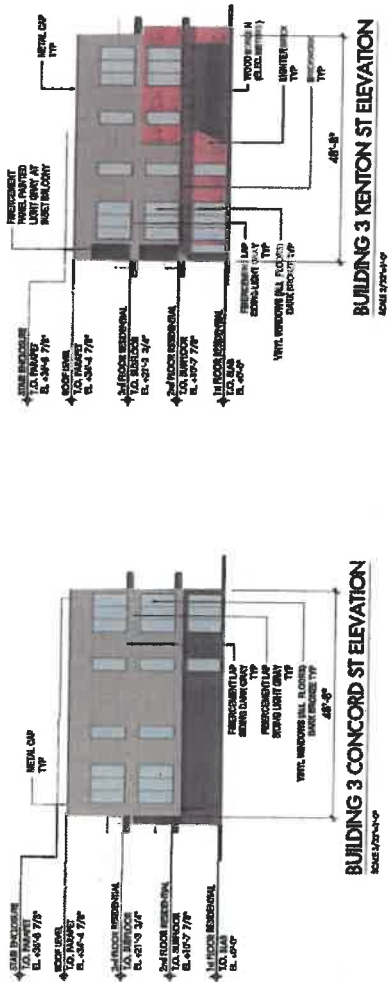


APR 11 1964

**WALNUT HILLS  
VICMILLAN**  
200 S. WICHITA ST.  
DALLAS, TEXAS 75201


01-02-77 RUM-5  
13-2027

**A302**



# City of Cincinnati

April 5, 2017

To: Charles Graves  
From: Oscar Bedolla   
Subject: **Requesting Zone Change to Planned Development**

---

DCED is requesting that the Planning Department create a staff report and make recommendations for a Planned Development in the 700-750 blocks of E. McMillan and Wayne Streets in the Walnut Hills neighborhood. The Walnut Hills Redevelopment Foundation (WHRF) will act as the co-applicant.

## **PROJECT SITE**

The Project Site consists of 23 parcels in the 750-700 blocks of McMillan and Wayne Streets in Walnut Hills, containing 1.76 acres. The property is currently zoned T4N.SF.

## **PROPOSED DEVELOPMENT**

WHRF has partnered with Milhaus Development, LLC to construct a mixed-use residential and commercial development containing approximately 120 new residential units and 4,000 sf of new commercial space. The development will consist of three buildings, one mixed-use and two multifamily, on two lots.

## **ZONE CHANGES NEEDED**

DCED and WHRF are requesting that the Planning Department make recommendations to change the zoning for the Project Site from T4N.SF to a Planned Development encompassing the entire Project Site, which would allow the developer to construct the improvements substantially as proposed in the attached site plan. An extension of the T5MS transect which exists to the east of the Project Site was initially proposed but would still require significant variances to accommodate lot width and depth, as well as building form.

### **Attachment:**

- I. Copy of Zone Change Application
- II. Site Plan and Building Elevations
- III. Zone Change Plat
- IV. Letters of Support from Additional Property Owners (HCLRC and Nassau Ave Investments, LLC)

Copy: Alex Peppers

# **Petition for Change of Zoning of Property** **Located in the City of Cincinnati, Ohio**

To: The Honorable Council of the City of Cincinnati    Date: 2/24/17

I hereby request your Honorable Body to amend the Zoning Map of the City of Cincinnati by changing the area described in the attached legal documentation and depicted on the attached plat from the T4N.SF to the PD Zone District.

Location of Property: Located in the neighborhood of Walnut Hills at the corners of Concord St and E McMillan St, Concord St and Wayne St, and Kenton St and Wayne St:

2438 Concord Street	City of Cincinnati	068-0003-0157-00
743 McMillan Ave	City of Cincinnati	068-0003-0158-00
745 McMillan Ave	City of Cincinnati	068-0003-0241-00
747 McMillan Ave	City of Cincinnati	068-0003-0159-00
749 McMillan Ave	City of Cincinnati	068-0003-0160-00
755 McMillan Ave	City of Cincinnati	068-0003-0162-00
763 McMillan Ave	City of Cincinnati	068-0003-0164-00
767 McMillan Ave	City of Cincinnati	068-0003-0169-00
718 Wayne Street	Nassau Avenue Investments LLC	068-0003-0251-00
720 Wayne Street	Nassau Avenue Investments LLC	068-0003-0073-00
722 Wayne Street	Nassau Avenue Investments LLC	068-0003-0074-00
724 Wayne Street	Nassau Avenue Investments LLC	068-0003-0075-00
726 Wayne Street	Firehouse Row Holdings, LLC (WHRF)	068-0003-0076-00
728 Wayne Street	Firehouse Row Holdings, LLC (WHRF)	068-0003-0077-00
734 Wayne Street	Hamilton County Land Reutilization Corporation	068-0003-0079-00
734 Wayne Street	Hamilton County Land Reutilization Corporation	068-0003-0081-00
2420 Concord Street	City of Cincinnati	068-0003-0144-00
742 Wayne Street	City of Cincinnati	068-0003-0254-00
744 Wayne Street	City of Cincinnati	068-0003-0146-00
750 Wayne Street	City of Cincinnati	068-0003-0147-00
750 Wayne Street	City of Cincinnati	068-0003-0148-00
750 Wayne Street	City of Cincinnati	068-0003-0149-00
752 Wayne Street	City of Cincinnati	068-0003-0150-00



## **LEESMAN ENGINEERING & ASSOCIATES**

2720 Topichills Dr. • Cincinnati, OH 45248 • Phone: 513-417-0420 • Email:  
Email@Leesmanengineering.com

**ZONE LEGAL  
2.724 ACRES  
CITY OF CINCINNATI  
HAMILTON COUNTY, OHIO**

A PARCEL OF LAND BEING IN SECTION 7, TOWNSHIP 3, FRACTION RANGE 2, STATE OF OHIO, COUNTY OF HAMILTON, CITY OF CINCINNATI, AND BEING PART OF STEPHEN KEMPER SUBDIVISION RECORDED IN PLAT BOOK 1, PAGE 272 AND KEMPER'S SUBDIVISION RECORDED IN PLAT BOOK 1, PAGES 12-15 (ALL REFERENCES TO DEEDS, MICROFICHE, PLATS, SURVEYS, ETC. REFER TO THE RECORDS OF THE HAMILTON COUNTY RECORDER'S OFFICE, UNLESS NOTED OTHERWISE) AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE CENTERLINE OF KENTON STREET (50' R/W) AND THE CENTERLINE OF WAYNE STREET (50' R/W);

THENCE ALONG THE CENTERLINE OF WAYNE STREET (50' R/W) THE FOLLOWING THREE (3) CALLS:

- 1) S84° 29' 54"E A DISTANCE OF 245.74 FEET TO A POINT;
- 2) S84° 24' 00"E A DISTANCE OF 49.98 FEET TO A POINT;
- 3) S83° 45' 26"E A DISTANCE OF 194.32 FEET TO A POINT;

THENCE LEAVING SAID CENTERLINE N05° 52' 39"E A DISTANCE OF 136.29 FEET TO A POINT IN THE CENTERLINE OF LINDSAY ALLEY (20' R/W);

THENCE S83° 55' 54"E ALONG THE CENTERLINE OF LINDSAY ALLEY (20' R/W) A DISTANCE OF 150.00 FEET TO A POINT;

THENCE LEAVING SAID CENTERLINE N05° 52' 52"E A DISTANCE OF 141.40 FEET TO A POINT IN THE CENTERLINE OF E. McMILLAN STREET (60' R/W);

THENCE ALONG THE CENTERLINE OF E. McMILLAN STREET (60' R/W) THE FOLLOWING TWO (2) CALLS:

- 1) N83° 55' 12"W A DISTANCE OF 344.09 FEET TO A POINT;
- 2) N83° 26' 10"W A DISTANCE OF 25.36 FEET TO THE INTERSECTION OF THE CENTERLINE OF E. McMILLAN STREET (60' R/W) AND THE CENTERLINE OF CONCORD STREET (50' R/W);

THENCE ALONG THE CENTERLINE OF CONCORD STREET (50' R/W) S05° 52' 36"W A DISTANCE OF 142.24 FEET TO THE INTERSECTION OF THE CENTERLINE OF CONCORD STREET (50' R/W) AND THE CENTERLINE OF LINDSAY ALLEY (20' R/W);

THENCE ALONG THE CENTERLINE OF LINDSAY ALLEY (20' R/W) THE FOLLOWING TWO (2) CALLS:

- 1) N84° 11' 14"W A DISTANCE OF 25.13 FEET TO A POINT;
  - 2) N84° 29' 54"W A DISTANCE OF 245.57 FEET TO THE INTERSECTION OF THE CENTERLINE OF LINDSAY ALLEY (20' R/W) AND THE CENTERLINE OF KENTON STREET (50' R/W);
- THENCE ALONG THE CENTERLINE OF KENTON STREET (50' R/W) S05° 50' 03"W A DISTANCE OF

135.01 FEET TO THE INTERSECTION OF THE CENTERLINE OF KENTON STREET (50' R/W) AND THE CENTERLINE OF WAYNE STREET (50' R/W) AND THE TRUE POINT OF BEGINNING;

SAID PARCEL OF LAND CONTAINING 2.724 ACRES, MORE OR LESS, SUBJECT HOWEVER TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND EASEMENTS CONTAINED IN ANY INSTRUMENT OF RECORD PERTAINING TO THE ABOVE DESCRIBED TRACT OF LAND. THIS DESCRIPTION WAS PREPARED FROM A FIELD SURVEY PERFORMED BY STEVEN J. LEESMAN OHIO LICENSE #8352 ON DECEMBER 7, 2016 WITH BEARINGS BASED UPON THE STATE PLANE COORDINATE SYSTEM, OHIO SOUTH ZONE, NAD83. ALL PINS SET ARE 5/8" X 36" WITH CAP S.J. LEESMAN 8352.

  
STEVEN J. LEESMAN  
OH#8352

2-22-17  
DATE







February 23, 2017

Mr. Alex Peppers  
Planning Department City of Cincinnati  
805 Central Ave., Suite 700  
Cincinnati, Ohio 45202

Re: Fire House Row Development

Dear Mr. Peppers:

I am writing you as the property owners at 718-724 Wayne Street in support of the Walnut Hills Redevelopment Foundation and the City of Cincinnati's application for zone change to PD (Planned Development).

I am also giving Leesman Engineering & Associates, Milhaus Development and Walnut Hills Redevelopment Foundation permission to submit a zone change application on our behalf.

Thank you for your time.

Sincerely,



Robert L. May  
Chief Operating Officer



Port of Greater Cincinnati  
DEVELOPMENT AUTHORITY

4 East Main Street, Suite 800  
Cincinnati, OH 45202

513.621.3000

**February 23, 2017**

**Mr. Alex Peppers  
Planning Department -- City of Cincinnati  
805 Central Ave., Suite 700  
Cincinnati, Ohio 45202**

**RE: Fire House Row Development**

**Dear Mr. Peppers:**

**I am writing you as the property owners at 732, 734 and 752 Wayne Street in support of the Walnut Hills Redevelopment Foundation and the City of Cincinnati's application for zone change to PD (Planned Development).**

**I am also giving Leesman Engineering & Associates, Milhaus Development and Walnut Hills Redevelopment Foundation permission to submit a zone change application on our behalf.**

**Thank you for your time.**

**Sincerely,**

**Darin C. Hall  
Executive Vice President**

Department of City Planning  
Two Centennial Plaza  
805 Central Ave, Suite 700  
Cincinnati, Ohio 45202

City Council  
City Hall  
805 Plum Street  
Cincinnati, OH 45202

Cincinnati Planning and Zoning Department  
Two Centennial Plaza  
805 Central Avenue, Suite 700  
Cincinnati, Ohio, 45202

April 10, 2017

RE: Milhaus Planned Development

To All it May Concern:

Walnut Hills Redevelopment Foundation has partnered with Milhaus to develop the site on the corner of Concord Street and McMillan Street, often called Firehouse Row. As part of this work, Milhaus has asked for support for a zone change to support their development proposal. They have presented their concept plan and shared the development statement to the Walnut Hills Redevelopment Foundation, the Walnut Hills Area Council and the Walnut Hills Business Group. The neighborhood understands the zone change is from T4N.SF-O and T4N.SF to PD (Planned Development).

The zone change to PD will allow the 1.76-acre development site to become 124 new market-rate multifamily rental housing units. It will consist of three new construction buildings, one mixed-use and two multifamily buildings. The unit mix will include studio units, one-bedroom units, and two-bedroom units. Additionally, there will be approximately 4,420 SF of Retail/Commercial space fronting E McMillan St. The remaining open area of the site will be used for landscaping, green space, and parking.

Please accept this letter as indication of joint support for the requested zone change from The Walnut Hills Area Council, the Walnut Hills Business Group, and Walnut Hills Redevelopment Foundation. This will be a positive impact to the momentum in Peeble's Corner.

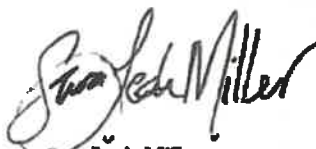
Thank you,



Kevin Wright  
Executive Director  
Walnut Hills Redevelopment  
Foundation



Walnut Hills  
Redevelopment  
Foundation



Sara Leah Miller  
President  
Walnut Hills Area Council



area  
council



Matt Cuff  
President  
Walnut Hills Business Group



business  
group

### Development Program Statement

The proposed development, which will be called “*Firehouse Row*,” will include 124 new market-rate rental housing units and 4,420 square feet of retail/commercial space. The overall development is proposed to have three new buildings, one mixed-use fronting E. McMillan Street and two multi-family fronting Wayne Street. Building 1 (a 4-story tall structure fronting E. McMillan Street) will have 64 housing units with a mix of studios, 1-bedroom, 2-bedroom, 2-bedroom townhomes at street-level, and 4,420 square feet of retail/commercial space. Building 2 (a 3-story tall structure fronting Wayne Street directly behind Building 1) will be only residential with 30 total units of a mix of studios, 1-bedroom, and 2-bedrooms. Building 3 (a 3-story tall structure fronting Wayne Street immediately west of Building 2) will be only residential with 30 units of a mix of studios, 1-bedroom, and 2-bedrooms. Of the 124 total units, there will be 18 studios, 73 1-bedroom units, 28 2-bedroom units, and 5 2-bedroom townhomes.

Total unit types for Buildings 1, 2, and 3 include the following:

Floor	1st	2nd	3rd	4th	Total
Studio	4	6	6	2	18
1-Bedroom	6	23	28	16	73
2-Bedroom	2	12	12	2	28
2-Bedroom TH	5	0	0	0	5
Total	17	41	46	20	124

Density calculations include the following:

	Building 1	Building 2	Building 3
Square Footage	17,779	8,489	9,719
Lot Area (SF)	34,940	19,638	22,068
Floor Area Ratio (FAR)	0.51	0.43	0.44
Impervious (SF)	32,085	16,923	18,654
Imp. Surf. Ratio (ISR)	0.92	0.86	0.85

On-site parking includes the following:

	Building 1	Building 2	Building 3	Total
Garage	18	12	14	44
Surface	32	20	14	66
Accessible	2	2	2	6
Total	52	34	30	116

Bicycle parking includes the following:

Interior	49
Exterior	12
Total	61

A pre-development conference with the City was held on March 21, 2017 and the developer has continued discussions with other City Departments. The developer has met or been in contact with the City’s Department of Buildings and Inspections (B&I), Department of Transportation and Engineering (DOT), Metropolitan Sewer District (MSD), Greater Cincinnati Water Works (GCWW), and Duke Energy. DOTE originally had several concerns that the developer has since addressed following the predevelopment conference. DOTE has indicated several concerns with the revised proposal that do not

necessarily impact the zone change, but will need to be addressed prior to Final Development Plan submission. To ensure that all proposed infrastructure is sufficient, Department of City Planning Staff will circulate the Final Development Plan to City Departments upon submission. A geo-technical is in process and being reviewed, but the developer is expecting issues related to suitable soils as the City previously demolished the site by backfilling into the basements of the previous structures.

Vehicular entry and exits are proposed to be located on Kenton and Concord Streets. The site perimeter will be surrounded by the proposed buildings, fencing, and landscaping. A main community entrance is proposed to be near the corner of E. McMillan and Concord Streets with individual building entries along Wayne Street.

The proposed buildings will be all wood frame construction with flat roofs. The exterior façades of the buildings will be a mix of brick and cement fiber board. The proposed development will be constructed in one phase and will include an estimated time of two years for construction. Construction is proposed to begin in the November 2017 and end in November 2019.

**DEVELOPMENT PROGRAM STATEMENT**

The Walnut Hills Redevelopment Foundation (WHRF) has partnered with Milhaus to develop Phase 2 of Poste, 184-194) units (60-70 new units) of new market-rate multifamily rental housing units. Poste Phase 2 will consist of two new construction buildings, one of which will house new amenities for the entire Poste project. The remaining open area of the site will be used for landscaping, green space, and parking. Underground detention is proposed below surface parking at each building. Open space for Phase 2 was calculated at 30%. Please refer to exhibit A for calculations.

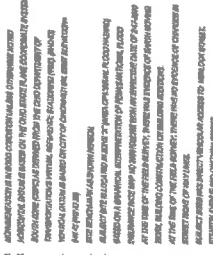
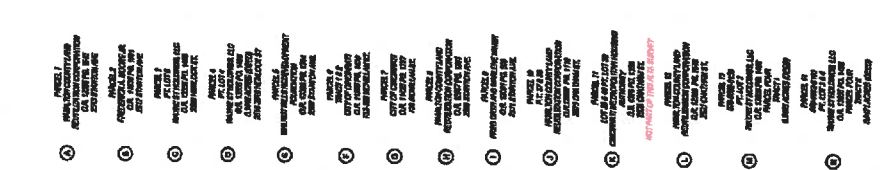
One, three-story building (Building 4) containing 49-58 units will front E McMillan St and Stanton. The second smaller, 11-12-unit building (Building 5) will abut Stanton and Chatham to the east of the larger property. Both will be wood frame construction with flat roofs. The exterior facades of the buildings will be a mix of brick, stone and fiber cement siding. The unit mix will consist of approximately 10-15% studio units, 50-60% one-bedroom units, and 30-40% two-bedroom units. Additionally, there will be approximately 4,000 SF of amenity space fronting E McMillan St.

Vehicular entry and exits points for Building 4 will be located at Hemlock while vehicular entry and exits points for Building 5 will be located at Stanton. Approximately 50-58 parking spaces will be located at building 4 while approximately 10-12 parking spaces will be located at building 5. The total number of parking spaces in Phase 2 will meet or exceed a parking ratio of one space per unit. All parcels purchased for the development of Phase 2 will be consolidated into two parcels after closing. One parcel will exist to the West of Stanton and another will exist to the East of Stanton. Both parcels will have buildings and parking.

The development will be surrounded by single-family homes, Green Man Park, landscaping and fencing that will screen parking at building 4 from the daycare center. There will be a main community entrance near the corner of E McMillan St and Stanton, with individual building entries along Stanton for both at buildings 4 and 5.

**Exhibit A:**

Building 4	Building 5
Open space (pervious area) = 8,898 SF	Open space (pervious area) = 3,265 SF
Total Site = 47,331 SF	Total Site = 10,232 SF
18.8%	31.9%



**ADDITIONAL SOURCE DOCUMENTS:**

1. CLIP - UP RELATIVES OF LONG CHAINED SYSTEMS.
2. COMPOUND SOLUTION PLANT BY ANALYSIS OF DIFFERENT CHAINED IMPROVING.
3. LONG TERM PLANT BY ANALYSIS OF DIFFERENT CHAINED SYSTEMS.









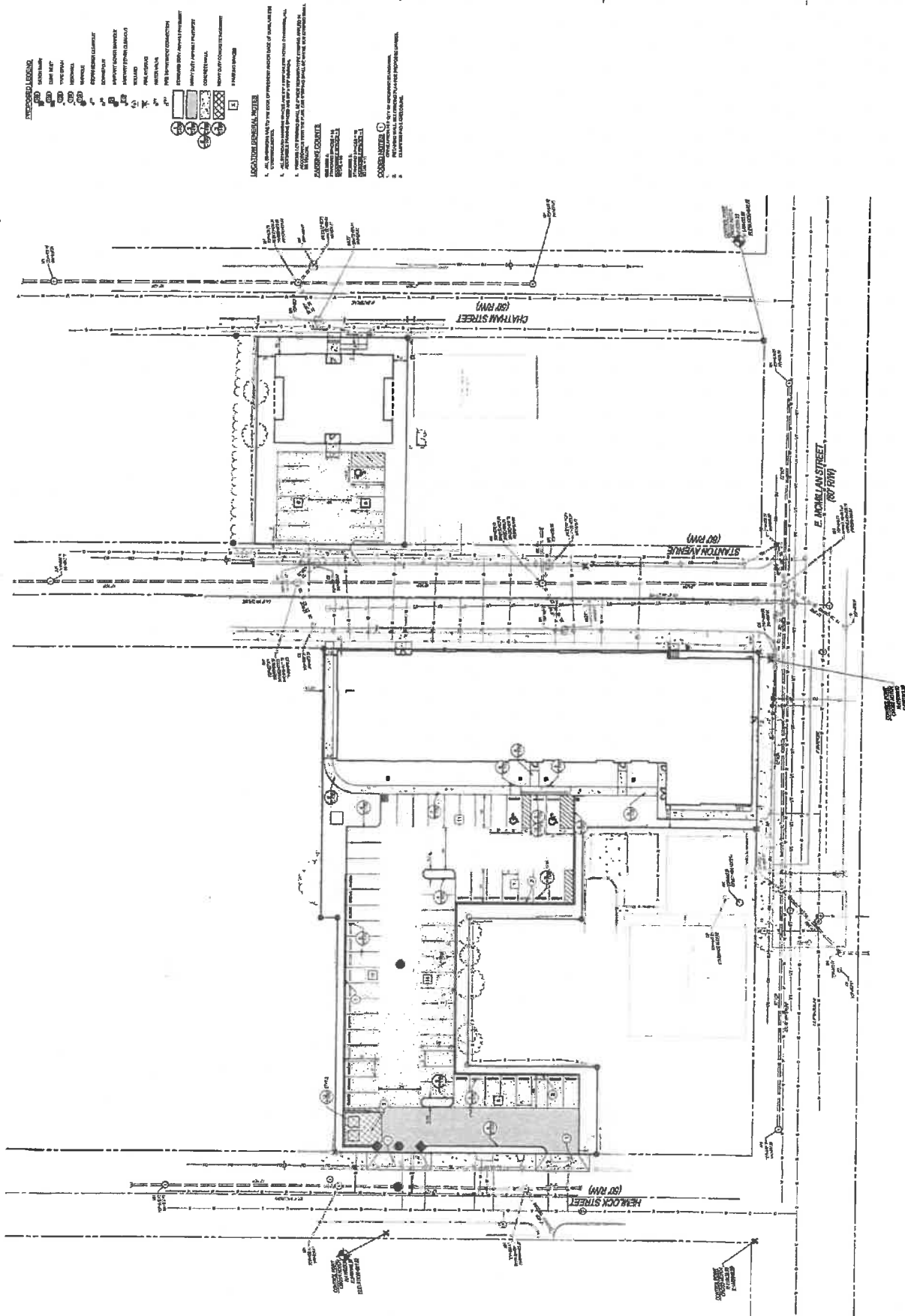
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DATE: 08/14/2018  
 DRAWN: J. HARRIS  
 CHECKED: J. HARRIS  
 PROJECT: POSTAL PHASE 2  
 LOCATION: CHATHAM, OHIO 43009

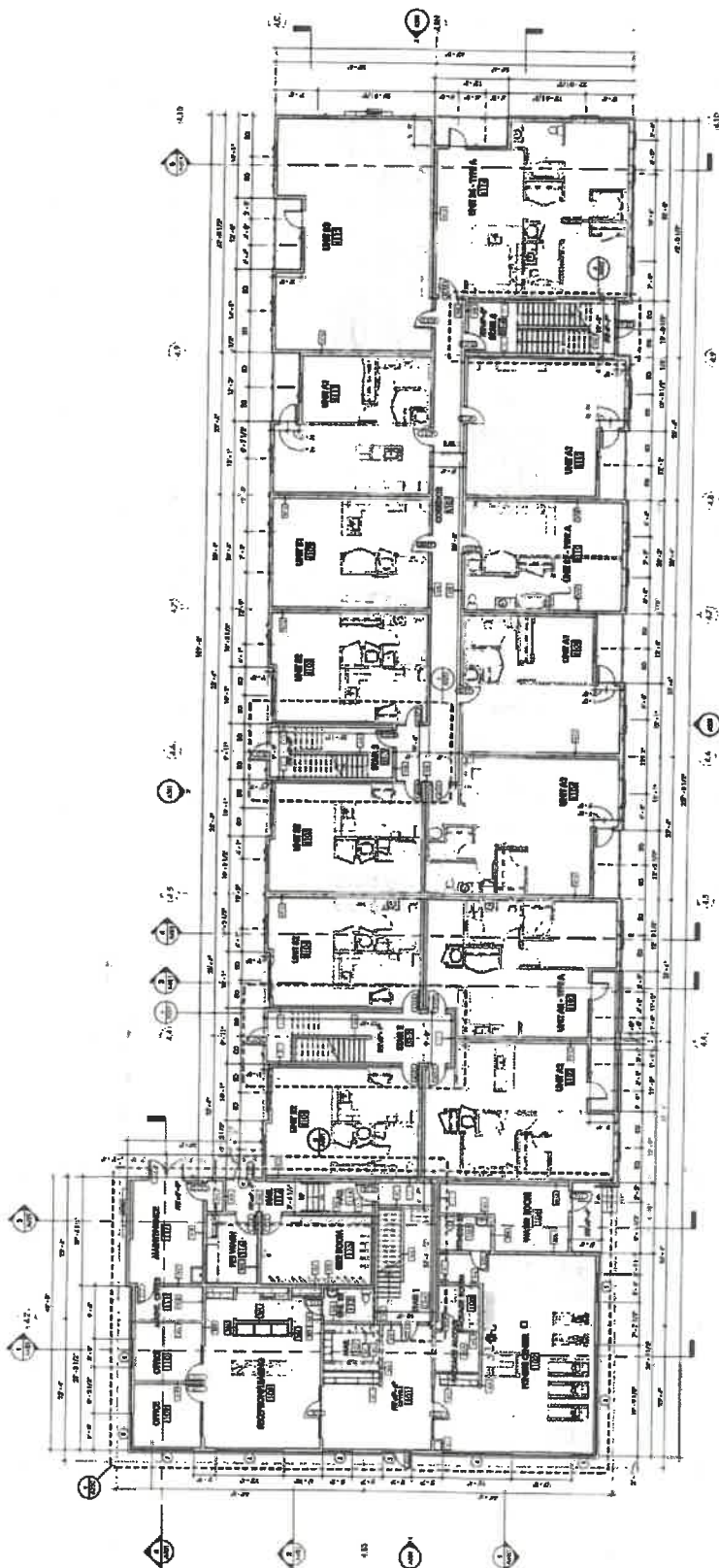
LOCATION PLAN

NOT FOR CONSTRUCTION  
 CERTIFYING: [Signature]  
 ARCHITECT: [Signature]  
 ENGINEER: [Signature]  
 OWNER: [Signature]  
 CONTRACTOR: [Signature]  
 DESIGNER: [Signature]  
 PROJECT: POSTAL PHASE 2  
 LOCATION: CHATHAM, OHIO 43009



LOCATION GENERAL NOTES  
 1. ALL DIMENSIONS ARE TO THE FACE OF THE STRUCTURE UNLESS OTHERWISE NOTED.  
 2. THE PROPOSED BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CHATHAM ZONING ORDINANCE.  
 3. THE PROPOSED BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CHATHAM SUBDIVISION MAP.  
 4. THE PROPOSED BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CHATHAM SUBDIVISION MAP.  
 5. THE PROPOSED BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CHATHAM SUBDIVISION MAP.  
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 9. THE PROPOSED BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CHATHAM SUBDIVISION MAP.  
 10. THE PROPOSED BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CHATHAM SUBDIVISION MAP.

# FLOOR PLAN NOTES



**FOR THE RECORD**  
**ON THE RECORD**  
**THE RECORD**  
**THE RECORD**

## Methods

7



## STRUCTURAL ENGINEERING

**Abstract**

**SENIOR CIVIL ENGINEER**

1111

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**CONJUNCTION**

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**COMMUNITY**

●●●●●

●

OWNER

**Abstract**

**Abstract**

## Abstract

**Figure 1** is a schematic diagram of the proposed system.

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**Abstract**

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## NOTES

© 2000 Blackwell Science Ltd

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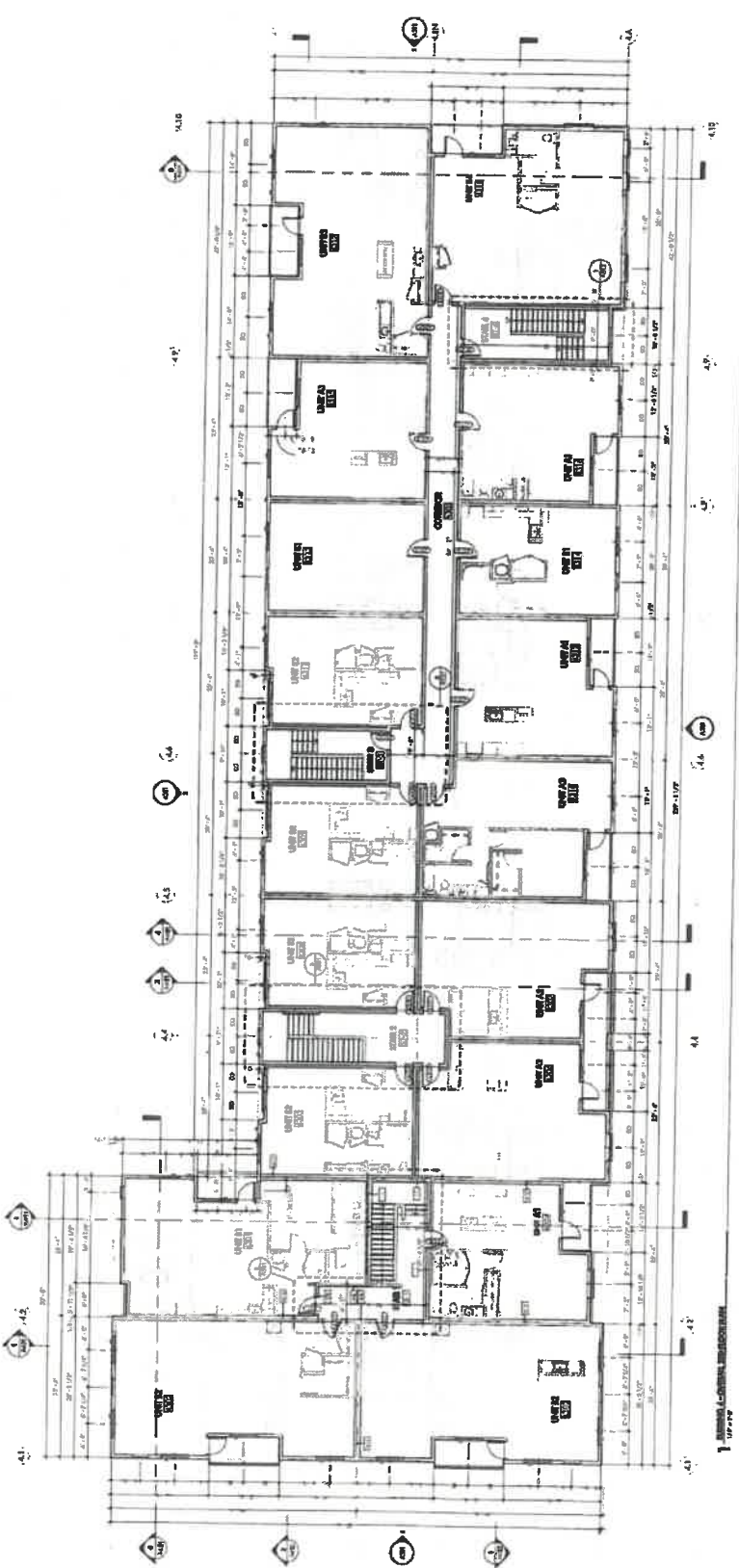
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**FLOOR PLAN NOTES**

[illegible]

## FLOOR PLAN NOTES

[illegible]










**AGREEMENT OF PURCHASE AND SALE**

 THIS AGREEMENT OF PURCHASE AND SALE (the "Agreement") is made as of this day of ~~November~~<sup>December</sup>, 2019, by and between FRED ORTH and MARLENE MINER, both residents of Ohio (collectively, "Seller"), and MILHAUS PROPERTIES LLC, an Indiana limited liability company ("Purchaser").

**WITNESSETH:**

1. **Property.** Seller agrees to sell and convey, and Purchaser agrees to purchase and pay for, on and subject to the terms and conditions contained in this Agreement, the land consisting of approximately 0.070 acres located at 2511 Stanton Avenue in Cincinnati, Ohio, as generally depicted in Exhibit A attached hereto and made a part hereof and further described in Exhibit B attached hereto and made a part hereof, together with (a) all rights and interests appurtenant thereto, including all of Seller's right, title and interest in and to adjacent streets, alleys, rights-of-way and any adjacent strips or gores of real estate and all water rights and other rights, titles and interests appurtenant thereto, and (b) any and all buildings, improvements, and fixtures located thereon and all rights, titles and interests appurtenant to such buildings, improvements, or fixtures (such parcels and appurtenant rights, interests, improvements and fixtures hereinafter referred to collectively as the "Property").
2. **Purchase Price; Earnest Money.** The "Purchase Price" shall be equal to the sum of The Purchase Price shall be payable as follows: (a) (the "Earnest Money") shall be deposited with First American Title Insurance Company, One Indiana Square, Suite 1250, Indianapolis, Indiana 46204, Attention: Monica Chavez ("Escrow Agent" or "Title Insurer") in an interest bearing account within five (5) business days of full execution and delivery of this Agreement; and (b) the remainder of the Purchase Price, subject to the pro-rations and adjustments described in this Agreement, shall be due and payable by certified or cashier's check or other immediately available funds, at the Closing (as defined in Section 8). The Earnest Money shall be refunded or forfeited in accordance with the terms of this Agreement; and, if all of the terms and conditions of this Agreement are satisfied or waived and the transactions contemplated hereby are closed, the Earnest Money shall be applied to the Purchase Price at the Closing.
3. **Conveyance.** At the Closing, Seller shall deliver to Purchaser its limited warranty deed in form reasonably acceptable to Purchaser (the "Deed"), conveying to Purchaser good record and marketable, indefeasible title to the Property in fee simple, free and clear of all liens and encumbrances except for the Permitted Exceptions (as defined in Section 6). At the Closing, Seller shall also assign to Purchaser, to the extent assignable under applicable law, all permits obtained by Seller with respect to the Property.
4. **Title Evidence and Survey.** Purchaser shall have the option within twenty (20) days after the date of this Agreement to order:



4.1. **Title Commitment.** An ALTA commitment for title insurance for the Property issued by Title Insurer committing to issue an owner's policy for the Property in favor of Purchaser for the total Purchase Price (the "Title Commitment"); and

4.2. **Survey.** An ALTA Minimum Standard Detail Survey of the Property certified by a surveyor or engineer licensed in the State of Ohio showing the location of all easements affecting the Property, calculating the exact gross and net usable acreage of the Property (the "Survey").

5. **Inspection.** Commencing on the date of this Agreement, and at any time prior to the Closing, Seller shall make the Property available for inspection by Purchaser, its agents and employees, upon reasonable notice during normal business hours, and Purchaser may, at Purchaser's risk and expense, undertake a complete physical inspection of the Property and conduct or have conducted such surveys, soil tests and other investigations as Purchaser may desire. Upon completion of any inspection of or test on the Property, Purchaser shall provide to Seller copies of any written reports or results and restore the Property substantially to its condition prior to such inspection or test. Purchaser shall indemnify and hold Seller harmless from any liens or loss incurred by Seller resulting from the acts or omissions of Purchaser or its employees, contractors or agents related to the Property. Such indemnity shall survive the termination of this Agreement and the Closing. Within five (5) days of the date of this Agreement, Seller will provide Purchaser with complete copies of all reports, drawings, plans and studies for the Property in any Seller's possession or control, including but not limited to soil reports, engineering studies, environmental reports, wetland studies, engineering and architectural drawings and plans, all at no cost or expense to Purchaser. All documents shall remain the property of Seller in the event Purchaser does not complete the purchase of the Property and shall be returned to Seller upon written request or destroyed.

6. **Title and Survey Review.** Within thirty (30) days after Purchaser's receipt of the Survey and the Title Commitment (the "Title Objection Period"), Purchaser shall advise Seller in writing of any defect or objections disclosed by the Title Commitment or the Survey which are objectionable to Purchaser (the "Title Objections"). Any item shown on the Title Commitment or the Survey to which no objection is made by the end of the Title Objection Period shall be a "Permitted Exception." Within ten (10) days from the date of Purchase's notice of Title Objections, Seller shall notify Purchaser whether Seller will cure the Title Objections in a manner satisfactory to Purchaser. If Seller notifies Purchaser that Seller will not cure one or more of the Title Objections, then, at the option of Purchaser, Purchaser, within ten (10) days after receipt of such notification, may elect to either terminate this Agreement and the Earnest Money shall be returned to Purchaser within three (3) business days, or waive such Title Objections. Failure by Purchaser to elect to terminate this Agreement within such time period shall be deemed a waiver by Purchaser of the relevant Title Objection, and such Title Objection shall thereafter be considered a Permitted Exception. Notwithstanding the foregoing, all monetary liens on the Property shall be considered objectionable, and Seller agrees to cause such liens to be released at or prior to the Closing. Notwithstanding the foregoing, in the event that the Title Commitment or the Survey is revised after the expiration of the Title Objection Period and such revised Title Commitment or Survey discloses matters not previously disclosed to Purchaser (the "New Objections"), the notice, objection, and cure procedures set forth in this Section 6 shall be repeated for such New Objections, with the review period for the New

Objections commencing on the date that Purchaser receives, as applicable, the revised Title Commitment or Survey, and Purchaser's right to terminate this Agreement pursuant to and in the manner set forth in this Section 6 shall be correspondingly extended until ten (10) days after Purchaser's receipt of Seller's notification whether Seller will cure the New Objections in a manner satisfactory to Purchaser. It shall be a condition to Purchaser's obligation to close the transactions contemplated by this Agreement that it receive at the Closing the standard current form of American Land Title Association (ALTA) owner's policy of title insurance subject only to Permitted Exceptions, which shall include such title insurance endorsements as Purchaser shall reasonably require (the "Title Policy"), or an irrevocable commitment to issue the same, with liability in the amount of the Purchase Price issued by Title Insurer.

7. **Prorations: Real Estate Taxes and Assessments.** Seller shall pay, or cause to be paid, all real estate taxes relating to the Property assessed for all calendar years prior to the calendar year of the Closing and shall pay, or cause to be paid, that portion of such taxes assessed for and becoming a lien during the calendar year of the Closing as shall be allocable to it for the period through and including the date of the Closing. A credit shall be allowed to Purchaser at the Closing for any such taxes which are not then due and payable. If the taxes for any such year have not been determined by the Closing, the most current taxes shall be used. Purchaser shall pay all assessments for municipal or other public improvements becoming a lien on the Property after the Closing and Seller shall pay all assessments becoming a lien prior thereto. In the event the Property is part of a larger tract of land and is not separately assessed, Purchaser and Seller shall execute an agreement providing for the payment of taxes by both parties on a pro rata basis until the Property is separately assessed.

8. **Closing.** The closing for the transactions contemplated by this Agreement (the "Closing") shall be held remotely or in or around Cincinnati, Ohio or Indianapolis, Indiana, at a place and time mutually agreed upon by Seller and Purchaser, on or before the date that is thirty (30) days after the expiration of the Approval Period (hereinafter defined). Purchaser shall notify Seller of the exact Closing date at least seven (7) days in advance. At the Closing, Seller shall execute and deliver to Purchaser the following instruments, documents, and considerations, all of which shall be in form and substance satisfactory to Purchaser: (a) the Deed; (b) a seller's affidavit in the form reasonably acceptable to the Title Insurer which includes provisions required for the removal of the standard preprinted exceptions from the Title Policy; (c) such certificates as required to comply with the requirements of Sections 1445 of the Internal Revenue Code; and (d) such other instruments, certificates, or affidavits as Purchaser, Purchaser's Lender, or Title Insurer may reasonably request to effect the intention of the parties hereunder.

9. **Conditions Precedent to the Closing.**

9.1. **Purchaser Conditions.** The obligation of Purchaser to purchase the Property at the Closing pursuant to this Agreement is subject to the following conditions (the "Purchaser Conditions"), which conditions are solely for Purchaser's benefit and may be waived, or the time for satisfaction extended, only when agreed to in writing by Purchaser:

(a) **Feasibility Review.**

During the period commencing on the date of this Agreement and continuing for ninety (90) days (the "Inspection Period"), Purchaser shall

have satisfied itself with any inspections, tests, surveys, cost reviews, feasibility studies, environmental reports, soil reports, market studies, and audits that Purchaser may choose to obtain from other considerations Purchaser deems relevant, that the Property is satisfactory for multifamily residential development or such other use as Purchaser determines for the Property (the "Project").

(b) Permits and Utilities.

During the Inspection Period, Purchaser shall have determined that all public utilities are available to the site in size and capacity to serve the contemplated development and at normal and reasonable connection costs, and Purchaser shall have obtained or confirmed to its satisfaction that all state and local permits will be issued for the feasible development and construction of the Project on the Property.

(c) Zoning.

During the period commencing on the expiration of the Inspection Period and continuing for two hundred seventy (270) days (the "Approval Period"), Purchaser shall have obtained zoning, waivers and variances and/or subdivision control and platting approvals satisfactory to Purchaser for the development of the Project.

(d) Plan Approval.

During the Approval Period, Purchaser shall have filed for and received final development plan approvals satisfactory to Purchaser for the Project through the applicable governmental entities.

(e) Simultaneous Closings.

Purchaser is also seeking the contract right to purchase from Wayne St Holdings, LLC certain real estate near the Property, being commonly known as 2510, 2516, 2518, and 2520 Hemlock Street (the "Additional Property"). Closing on the Additional Property shall be a condition to and shall occur simultaneously with Closing under this Agreement.

9.2. Notices to Terminate: Extensions of Time. If Purchaser, in its sole and absolute discretion, determines during the Inspection Period that the Purchaser Conditions set forth in Sections 9.1(a) and (b) have not been satisfied, then Purchaser may elect to terminate this Agreement by giving written notice thereof to Seller ("Notice to Terminate - Inspections") at any time prior to the expiration of the Inspection Period. In the event that Purchaser sends a Notice to Terminate - Inspections within the time period required hereunder, this Agreement shall be terminated and of no further force or effect and the Earnest Money shall be returned to Purchaser within three (3) business days. In the event Purchaser does not deliver a Notice to Terminate - Inspections as provided herein, the Purchaser Conditions described in Sections 9.1(a) and (b) shall be deemed satisfied. If

Purchaser, in its sole discretion, determines during the Approval Period that the Purchaser Conditions set forth in Sections 9.1(c) and (d) have not been satisfied, Purchaser may elect to terminate this Agreement by giving written notice thereof to Seller ("Notice to Terminate – Approvals") at any time prior to the expiration of the Approval Period. In the event that Purchaser sends a Notice to Terminate – Approvals within the time period required hereunder, then this Agreement shall be terminated and of no further force or effect and the Earnest Money shall be returned to Purchaser within three (3) business days. In the event Purchaser does not deliver a Notice to Terminate – Approvals, as provided herein, the Purchaser Conditions describe in Sections 9.1(c) and (d) shall be deemed satisfied.

10. **Covenant of Cooperation.** Seller and Purchaser each covenant to cooperate with the other regarding the Purchaser Conditions described above in Section 9 in order to satisfy all such Purchaser Conditions as soon as reasonably practical. Subject to Purchaser's right to terminate this Agreement during the Inspection Period, Purchaser agrees to make good faith efforts to satisfy the conditions and to diligently pursue the satisfaction of the same.

11. **Default: Remedies.** If Seller is ready, willing, and able to convey the Property in accordance with this Agreement and Purchaser fails to close this transaction as required by this Agreement, then Seller shall be entitled, as its sole and exclusive remedy, to terminate this Agreement and retain the Earnest Money. Seller and Purchaser agree that such amount is a reasonable amount for liquidated damages and that it would be impracticable and extremely difficult to determine actual damages. If Purchaser is ready, willing, and able to perform in accordance with this Agreement and Seller fails to close this transaction as required by this Agreement or if Seller is otherwise in breach its obligations pursuant to this Agreement beyond any applicable cure period, then Purchaser may elect (a) to terminate this Agreement, in which case (i) the Earnest Money shall be returned to Purchaser, (ii) Seller shall pay to Purchaser within ten (10) days following Purchaser's demand therefore actual out of pocket costs and expenses incurred by Purchaser in connection with this Agreement and the transactions contemplated by this Agreement (including, without limitation, Purchaser's due diligence of the Property and matters relating to Purchaser's intended development of the Property) up to a maximum of \_\_\_\_\_ and (iii) this Agreement shall, without further action of the parties, become null and void and the parties shall have no further rights or obligations under this Agreement (except pursuant to Section 5 hereof); or (b) Purchaser may sue for specific performance of the sale of the Property in accordance with the terms of this Agreement; provided, however, if an action for specific performance is not available for any reason, Purchaser may pursue all its rights and remedies at law.

12. **Possession.** Exclusive possession of the Property being purchased subject only to the rights of third parties pursuant to the Permitted Exceptions, shall be delivered to Purchaser at the Closing for such Property.

13. **Seller Representations and Warranties.** Seller represents and warrants to Purchaser as to the following matters, and shall be deemed to remake all of the following representations and warranties as of the date of the Closing. The truth and accuracy of all of the following representations and warranties as of the Closing shall be additional Purchaser Conditions under this Agreement and shall survive the Closing.

- 13.1. Validity of Agreement. The execution and delivery of this Agreement by Seller, the execution and delivery of every other document and instrument delivered pursuant hereto by or on behalf of Seller, and the consummation of the transactions contemplated hereby have been validly executed and delivered by Seller, and will not (i) constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Property; (ii) constitute or result in a violation of any order, decree, or injunction with respect to which Seller and/or the Property is bound; and/or (iii) cause or entitle any party to have the right to declare a default under any oral or written agreement to which Seller is a party or which affects the Property.
- 13.2. Approvals and Consents. The entering into of this Agreement and the consummation of the sale of the Property will not require Seller to obtain (either before or after the Closing) any consent, license, waiver, approval, authorization, or other action of, by or with respect to any non-governmental or governmental person or entity, that has not or will not be obtained at or prior to the Closing.
- 13.3. Violations of Law. Seller has not received any notice, written or otherwise, from any governmental agency alleging violations by the Property of any law, statute, ordinance, rules, or regulations.
- 13.4. Legal Proceedings. To the best of Seller's knowledge, there is no pending or threatened litigation, arbitration, administrative action or examination, claim, or demand whatsoever relating to the Property and no attachments, execution proceedings, liens, assignments, or insolvency proceedings are pending or threatened against Seller or the Property or contemplated by Seller. Seller is not contemplating the institution of insolvency proceedings.
- 13.5. Eminent Domain. Seller has no knowledge of any pending or contemplated eminent domain, condemnation, or other governmental or quasi-governmental taking of any part or all of the Property.
- 13.6. Mechanic's Lien. Seller has paid or will pay in full all bills and invoices for labor and material of any kind arising from the ownership, operation, management, repair, maintenance, or leasing of the Property provided prior to the Closing and there are no actual or potential mechanic's lien or other claims outstanding or available to any party in connection with the ownership, operation, management, repair, maintenance, or leasing of the Property.
- 13.7. Transfer of Property. Between the date hereof and the Closing, no part of the Property will be alienated, encumbered, or transferred in favor of or to any party whatsoever, except for encumbrances that can be removed upon the payment of the Purchase Price. There are no purchase contracts, options, leases or any other agreements of any kind, oral or written, formal or informal, choate or inchoate, recorded or unrecorded, whereby any person or entity other than Seller will have acquired or will have any basis to assert any right, title, or interest in, or right to possession, use, enjoyment, or proceeds of, any part or all of the Property.
- 13.8. Claims Against Property. To the best of Seller's knowledge, no party claiming

by, through, or under Seller has any claim against the Property related to the repair, construction, improvement, operation, use, rental, or enjoyment of the Property, and neither Seller nor its agents or employees have received any notices of any claim requesting or demanding such performances or payment relative to the foregoing.

13.9. Hazardous Wastes. To the best of Seller's knowledge, except as disclosed in any written correspondence prior to the date of this Agreement or environmental reports provided by Seller to Purchaser after the date of this Agreement, the Property contains no Hazardous Materials or underground storage tanks in violation of applicable laws. "Hazardous Materials" shall mean any substance presently prohibited or regulated by any governmental authority or which is presently known to pose a hazard to health or safety of occupants of the Property.

14. Condition of the Property; Operations. Purchaser acknowledges that it will be given full opportunity to inspect the Property and, subject to Seller's specific representations and warranties expressed herein, Purchaser is relying solely upon its inspection of the Property for all purposes whatsoever, including, without limitation, the determination of the character, condition, (including without limitation, the environmental condition) accessibility, and suitability of the Property for the purpose for which it is being acquired. Purchaser further acknowledges that, subject only to Seller's specific obligations, and representations and warranties contained in this Agreement and the documents executed by Seller in connection with the Closing, THE PROPERTY WILL BE CONVEYED AS IS, WHERE IS, AND WITH ALL FAULTS AND DEFECTS AS OF THE DATE OF THE CLOSING AND THAT THERE HAVE BEEN NO REPRESENTATIONS, WARRANTIES, GUARANTIES, STATEMENTS, OR INFORMATION, EXPRESS OR IMPLIED, WHATSOEVER MADE OR FURNISHED TO PURCHASER BY SELLER OR ANY OF SELLER'S EMPLOYEES OR AGENTS, EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR AT CLOSING. From and after the date of this Agreement and continuing through the Closing, Seller will operate and maintain the Property in a manner consistent with the manner in which Seller has operated and maintained the Property prior to the date of this Agreement.

15. Broker. Seller and Purchaser represent and warrant each to the other that they have not dealt with any real estate broker, sales person, or finder in connection with this transaction. If any claim is made for any other broker's or finder's fees, or commissions in connection with the negotiation, execution, or consummation of this Agreement or the transactions contemplated hereby, each party shall defend, indemnify, and hold harmless the other party from and against any such claim based upon any statement, representation, or agreement of such party.

16. Expenses. Purchaser shall pay for the costs of the Title Commitment and the title insurance premium for the Title Policy. Purchaser shall also pay the premiums of endorsements to the Title Policy obtained by or at Purchaser's request (excluding the premiums for coverages intended to cure title defects and for the Title Policy, all of which shall be paid by Seller). Purchaser shall also pay for the cost of the Survey and for all costs of any other inspections, surveys and audits performed by Purchaser or at its request, whether or not the Closing occurs. Each party shall pay for its own legal and accounting expenses. Transfer taxes, if applicable, will be paid by Seller. Seller and Purchaser shall split the insured closing fee of the Title Company equally.

17. **Assignment.** Purchaser shall retain the right to transfer or assign its interest in the Agreement to an entity to be formed by Purchaser for structuring purposes. Except as provided in the preceding sentence, Purchaser may not assign its interest in this Agreement without the prior written consent of Seller.

18. **Notices.** Any notice required or permitted to be given to a party under this Agreement, shall be deemed given when (i) hand delivered, with evidence of receipt of such delivery, (ii) deposited into Federal Express or other similar type of overnight carrier service, (iii) two (2) business days after mailed by U.S. Certified or Registered Mail, postage prepaid, or (iv) upon the receipt of an electronic email transmission, followed by delivery by one of the other means identified in (i)-(iii), addressed as follows:

To Seller: Fred Orth and Marlene Miner  
926 Morris Street  
Cincinnati, Ohio 45206  
Attention: Fred Orth  
Email: fredorth@fuse.net

To Purchaser: Milhaus Properties LLC  
460 Virginia Avenue  
Indianapolis, Indiana 46203  
Attention: Tadd M. Miller  
Email: Tadd.Miller@milhaus.com

with a copy, which shall not constitute notice, to:

Wooden McLaughlin LLP  
211 North Pennsylvania Street  
One Indiana Square, Suite 1800  
Indianapolis, Indiana 46204  
Attention: E. Joseph Kremp  
Email: Joe.Kremp@WoodenLawyers.com

Any party may, from time to time, change its mailing address by written notice to the other party at its then current mailing address in accordance with the provisions of this Section 18.

19. **Risk of Loss: Eminent Domain.** Seller shall bear all risk of loss or damage to the Property from all causes until the Closing; provided, however, that Seller shall have no obligation to repair such loss or damage. In the event that, prior to the Closing, the Property, or any part thereof, is destroyed or materially damaged, or if condemnation proceedings are commenced against the Property, Purchaser shall have the right, exercisable by giving notice of such decision to Seller within ten (10) business days after receiving written notice of such damage, destruction, or condemnation proceedings, to terminate this Agreement, in which case neither party shall have any further rights or obligations hereunder. In the event of such termination, the Earnest Money shall be returned to Purchaser. If Purchaser elects to accept the Property in its then condition, all proceeds of insurance or condemnation awards payable to Seller by reason of such damage, destruction, or condemnation shall be paid or assigned to

Purchaser and Seller shall credit the Purchase Price to the extent of any deductible under any policies of insurance, which credit shall not exceed the amount of such damages.

20. **Time of the Essence.** Time is of the essence with regard to all time periods and dates referred to in this Agreement. In calculating any period of time provided for in this Agreement, the number of days allowed shall refer to calendar and not business days. If any day scheduled for performance of any obligation hereunder shall occur on a weekend or legal holiday, the time period allowed and day for performance shall be continued to the next business day.

21. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and permitted assigns and shall be governed and controlled by the laws of the State where the Property is located.

22. **Date.** The date listed above in the first paragraph of this Agreement shall be deemed to be the "date of this Agreement" for all purposes.

23. **Counterparts.** This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by email counterparts of the signature pages. This Agreement if transmitted by email or telecopy/fax machine shall be treated in all manner and respects as an original document, and the signature of any party thereon shall be considered as an original signature. Any such email or telecopy/fax document shall be considered to have the same binding legal effect as an original of such document. At the request of either party thereto, an email or a telecopy/fax document shall be re-executed by both parties in the original form thereof.

24. **Expiration.** If this Agreement is not executed in full on or before December 6, 2019, 5:00pm EST, the offer to purchase completed hereby shall expire and be of no further force of effect.


[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date and year first above written.


**SELLER:**


  
Fred Orth

  
Marlene Miner

**PURCHASER:**

MILHAUS PROPERTIES LLC,  
an Indiana limited liability company

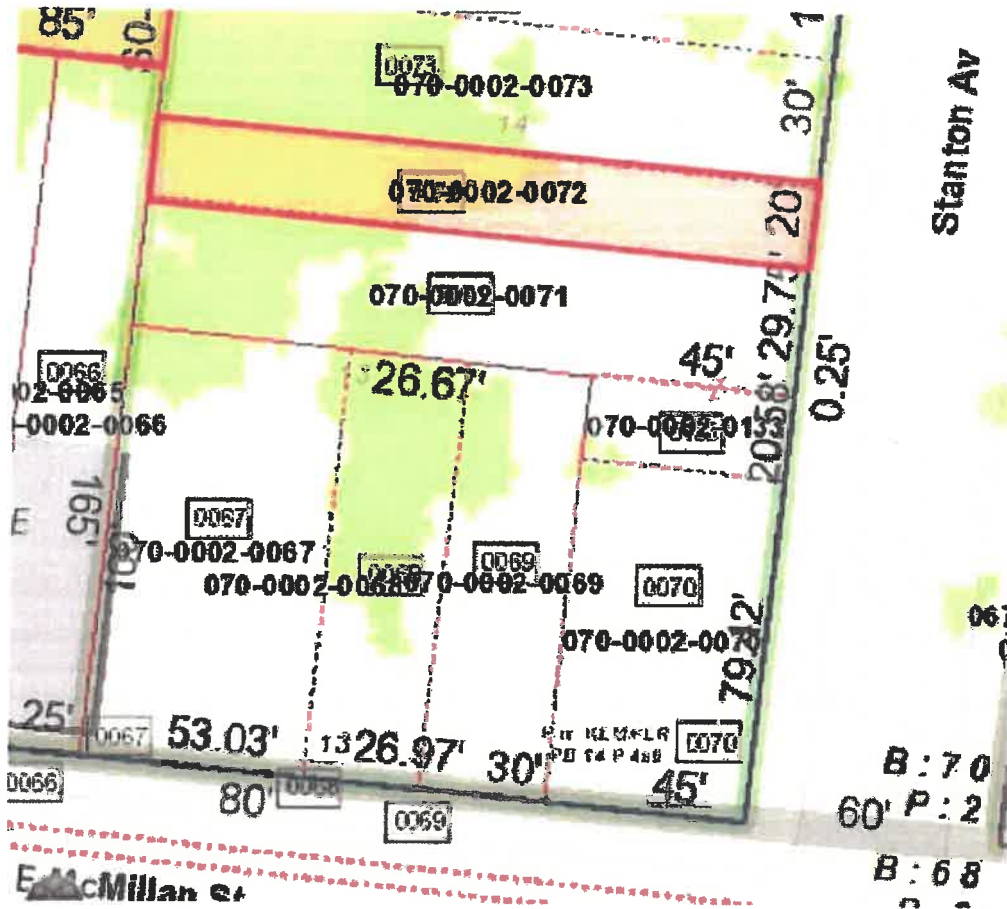
By:   
DocuSigned by:  
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Tadd M. Miller, Manager

State of Ohio  
County of Hamilton  
On this date 15th November 2019  
along with a valid state-issued ID, did present  
and sign this document in my presence.  
Notary 



SHIANNE COOMER  
NOTARY PUBLIC  
STATE OF OHIO  
MY COMMISSION  
EXP: 08/19/2024

**EXHIBIT A**  
**Depiction of Property**




**EXHIBIT B**  
**Description of Property**

Plat Book 70, Page 2, Parcel 72

Situated in Southwest quarter of Section 8, Town 3, Fractional Range 2, of Miami Purchase, Hamilton County, Ohio, and more particularly described as follows: Being a part of Lot #14 of Subdivision of Cottage Farm made and adopted by Peter H. Kemper as part of his Last Will and Testament, as will fully appear in Will Book 14, Page 460, of the Will Records of Hamilton County, Ohio. Beginning at a point in the West line of Stanton Avenue 130 feet North of the North line of McMullan Street, thence West parallel with the South line of said Lot #14, 155 feet to a point in the West line of said Lot #14, thence North along the West line of said Lot #14 a distance of 20 feet; thence East parallel with the South line of said Lot #14 a distance of 155 feet to a point in the West line of Stanton Avenue; thence South along the West line of said Stanton Avenue 20 feet to the place of beginning. Prior Deed Book Reference: Official Record Book 10283, page 1167; Hamilton County, Ohio Deed Records.

## AGREEMENT OF PURCHASE AND SALE

 THIS AGREEMENT OF PURCHASE AND SALE (the "Agreement") is made as of this <sup>December</sup> ~~November~~ day of ~~November~~, 2019, by and between WAYNE ST HOLDINGS, LLC, an Ohio limited liability company ("Seller"), and MILHAUS PROPERTIES LLC, an Indiana limited liability company ("Purchaser").

### WITNESSETH:

1. **Property.** Seller agrees to sell and convey, and Purchaser agrees to purchase and pay for, on and subject to the terms and conditions contained in this Agreement, the land consisting of approximately 0.270 acres located at 2508, 2510, 2512, 2514, 2516, 2518, and 2520 Hemlock Street in Cincinnati, Ohio, as generally depicted in Exhibit A attached hereto and made a part hereof and further described in Exhibit B attached hereto and made a part hereof, together with (a) all rights and interests appurtenant thereto, including all of Seller's right, title and interest in and to adjacent streets, alleys, rights-of-way and any adjacent strips or gores of real estate and all water rights and other rights, titles and interests appurtenant thereto, and (b) any and all buildings, improvements, and fixtures located thereon and all rights, titles and interests appurtenant to such buildings, improvements, or fixtures (such parcels and appurtenant rights, interests, improvements and fixtures hereinafter referred to collectively as the "Property").
2. **Purchase Price; Earnest Money.** The "Purchase Price" shall be equal to the sum of  
The Purchase Price shall be payable as follows: (a) (the "Earnest Money") shall be deposited with First American Title Insurance Company, One Indiana Square, Suite 1250, Indianapolis, Indiana 46204, Attention: Monica Chavez ("Escrow Agent" or "Title Insurer") in an interest bearing account within five (5) business days of full execution and delivery of this Agreement; and (b) the remainder of the Purchase Price, subject to the pro-rations and adjustments described in this Agreement, shall be due and payable by certified or cashier's check or other immediately available funds, at the Closing (as defined in Section 8). The Earnest Money shall be refunded or forfeited in accordance with the terms of this Agreement; and, if all of the terms and conditions of this Agreement are satisfied or waived and the transactions contemplated hereby are closed, the Earnest Money shall be applied to the Purchase Price at the Closing.
3. **Conveyance.** At the Closing, Seller shall deliver to Purchaser its limited warranty deed in form reasonably acceptable to Purchaser (the "Deed"), conveying to Purchaser good record and marketable, indefeasible title to the Property in fee simple, free and clear of all liens and encumbrances except for the Permitted Exceptions (as defined in Section 6). At the Closing, Seller shall also assign to Purchaser, to the extent assignable under applicable law, all permits obtained by Seller with respect to the Property.
4. **Title Evidence and Survey.** Purchaser shall have the option within twenty (20) days after the date of this Agreement to order:
  - 4.1. **Title Commitment.** An ALTA commitment for title insurance for the Property issued by Title Insurer committing to issue an owner's policy for the Property in favor of Purchaser for the total Purchase Price (the "Title Commitment"); and

4.2. **Survey.** An ALTA Minimum Standard Detail Survey of the Property certified by a surveyor or engineer licensed in the State of Ohio showing the location of all easements affecting the Property, calculating the exact gross and net usable acreage of the Property (the "Survey").

5. **Inspection.** Commencing on the date of this Agreement, and at any time prior to the Closing, Seller shall make the Property available for inspection by Purchaser, its agents and employees, upon reasonable notice during normal business hours, and Purchaser may, at Purchaser's risk and expense, undertake a complete physical inspection of the Property and conduct or have conducted such surveys, soil tests and other investigations as Purchaser may desire. Upon completion of any inspection of or test on the Property, Purchaser shall provide to Seller copies of any written reports or results and restore the Property substantially to its condition prior to such inspection or test. Purchaser shall indemnify and hold Seller harmless from any liens or loss incurred by Seller resulting from the acts or omissions of Purchaser or its employees, contractors or agents related to the Property. Such indemnity shall survive the termination of this Agreement and the Closing. Within five (5) days of the date of this Agreement, Seller will provide Purchaser with complete copies of all reports, drawings, plans and studies for the Property in any Seller's possession or control, including but not limited to soil reports, engineering studies, environmental reports, wetland studies, engineering and architectural drawings and plans, all at no cost or expense to Purchaser. All documents shall remain the property of Seller in the event Purchaser does not complete the purchase of the Property and shall be returned to Seller upon written request or destroyed.

6. **Title and Survey Review.** Within thirty (30) days after Purchaser's receipt of the Survey and the Title Commitment (the "Title Objection Period"), Purchaser shall advise Seller in writing of any defect or objections disclosed by the Title Commitment or the Survey which are objectionable to Purchaser (the "Title Objections"). Any item shown on the Title Commitment or the Survey to which no objection is made by the end of the Title Objection Period shall be a "Permitted Exception." Within ten (10) days from the date of Purchase's notice of Title Objections, Seller shall notify Purchaser whether Seller will cure the Title Objections in a manner satisfactory to Purchaser. If Seller notifies Purchaser that Seller will not cure one or more of the Title Objections, then, at the option of Purchaser, Purchaser, within ten (10) days after receipt of such notification, may elect to either terminate this Agreement and the Earnest Money shall be returned to Purchaser within three (3) business days, or waive such Title Objections. Failure by Purchaser to elect to terminate this Agreement within such time period shall be deemed a waiver by Purchaser of the relevant Title Objection, and such Title Objection shall thereafter be considered a Permitted Exception. Notwithstanding the foregoing, all monetary liens on the Property shall be considered objectionable, and Seller agrees to cause such liens to be released at or prior to the Closing. Notwithstanding the foregoing, in the event that the Title Commitment or the Survey is revised after the expiration of the Title Objection Period and such revised Title Commitment or Survey discloses matters not previously disclosed to Purchaser (the "New Objections"), the notice, objection, and cure procedures set forth in this Section 6 shall be repeated for such New Objections, with the review period for the New Objections commencing on the date that Purchaser receives, as applicable, the revised Title Commitment or Survey, and Purchaser's right to terminate this Agreement pursuant to and in the manner set forth in this Section 6 shall be correspondingly extended until ten (10) days after Purchaser's receipt of Seller's notification whether Seller will cure the New Objections in a

manner satisfactory to Purchaser. It shall be a condition to Purchaser's obligation to close the transactions contemplated by this Agreement that it receive at the Closing the standard current form of American Land Title Association (ALTA) owner's policy of title insurance subject only to Permitted Exceptions, which shall include such title insurance endorsements as Purchaser shall reasonably require (the "Title Policy"), or an irrevocable commitment to issue the same, with liability in the amount of the Purchase Price issued by Title Insurer.

7. **Prorations: Real Estate Taxes and Assessments.** Seller shall pay, or cause to be paid, all real estate taxes relating to the Property assessed for all calendar years prior to the calendar year of the Closing and shall pay, or cause to be paid, that portion of such taxes assessed for and becoming a lien during the calendar year of the Closing as shall be allocable to it for the period through and including the date of the Closing. A credit shall be allowed to Purchaser at the Closing for any such taxes which are not then due and payable. If the taxes for any such year have not been determined by the Closing, the most current taxes shall be used. Purchaser shall pay all assessments for municipal or other public improvements becoming a lien on the Property after the Closing and Seller shall pay all assessments becoming a lien prior thereto. In the event the Property is part of a larger tract of land and is not separately assessed, Purchaser and Seller shall execute an agreement providing for the payment of taxes by both parties on a pro rata basis until the Property is separately assessed.

8. **Closing.** The closing for the transactions contemplated by this Agreement (the "Closing") shall be held remotely or in or around Cincinnati, Ohio or Indianapolis, Indiana, at a place and time mutually agreed upon by Seller and Purchaser, on or before the date that is thirty (30) days after the expiration of the Approval Period (hereinafter defined). Purchaser shall notify Seller of the exact Closing date at least seven (7) days in advance. At the Closing, Seller shall execute and deliver to Purchaser the following instruments, documents, and considerations, all of which shall be in form and substance satisfactory to Purchaser: (a) the Deed; (b) a seller's affidavit in the form reasonably acceptable to the Title Insurer which includes provisions required for the removal of the standard preprinted exceptions from the Title Policy; (c) such certificates as required to comply with the requirements of Sections 1445 of the Internal Revenue Code; and (d) such other instruments, certificates, or affidavits as Purchaser, Purchaser's Lender, or Title Insurer may reasonably request to effect the intention of the parties hereunder.

9. **Conditions Precedent to the Closing.**

9.1. **Purchaser Conditions.** The obligation of Purchaser to purchase the Property at the Closing pursuant to this Agreement is subject to the following conditions (the "Purchaser Conditions"), which conditions are solely for Purchaser's benefit and may be waived, or the time for satisfaction extended, only when agreed to in writing by Purchaser:

(a) **Feasibility Review.**

During the period commencing on the date of this Agreement and continuing for ninety (90) days (the "Inspection Period"), Purchaser shall have satisfied itself with any inspections, tests, surveys, cost reviews, feasibility studies, environmental reports, soil reports, market studies, and audits that Purchaser may choose to obtain from other considerations Purchaser deems relevant, that the Property is satisfactory for multifamily

residential development or such other use as Purchaser determines for the Property (the "Project").

(b) Permits and Utilities.

During the Inspection Period, Purchaser shall have determined that all public utilities are available to the site in size and capacity to serve the contemplated development and at normal and reasonable connection costs, and Purchaser shall have obtained or confirmed to its satisfaction that all state and local permits will be issued for the feasible development and construction of the Project on the Property.

(c) Zoning.

During the period commencing on the expiration of the Inspection Period and continuing for two hundred seventy (270) days (the "Approval Period"), Purchaser shall have obtained zoning, waivers and variances and/or subdivision control and platting approvals satisfactory to Purchaser for the development of the Project.

(d) Plan Approval.

During the Approval Period, Purchaser shall have filed for and received final development plan approvals satisfactory to Purchaser for the Project through the applicable governmental entities.

(e) Simultaneous Closings.

Purchaser is also seeking the contract right to purchase from Fred Orth and Marlene Miner certain real estate near the Property, being commonly known as 2511 Stanton Avenue (the "Additional Property"). Closing on the Additional Property shall be a condition to and shall occur simultaneously with Closing under this Agreement.

9.2. Notices to Terminate; Extensions of Time. If Purchaser, in its sole and absolute discretion, determines during the Inspection Period that the Purchaser Conditions set forth in Sections 9.1(a) and (b) have not been satisfied, then Purchaser may elect to terminate this Agreement by giving written notice thereof to Seller ("Notice to Terminate - Inspections") at any time prior to the expiration of the Inspection Period. In the event that Purchaser sends a Notice to Terminate - Inspections within the time period required hereunder, this Agreement shall be terminated and of no further force or effect and the Earnest Money shall be returned to Purchaser within three (3) business days. In the event Purchaser does not deliver a Notice to Terminate - Inspections as provided herein, (y) the Purchaser Conditions described in Sections 9.1(a) and (b) shall be deemed satisfied; and (z) one-half (1/2) of the Earnest Money, which is an amount equal to

shall be deemed nonrefundable to Purchaser, except as set forth in Section 11 below or upon the failure of the condition set forth in Section 9.1(e), and such nonrefundable amount shall continue to be applicable to the Purchase Price. If Purchaser, in its sole discretion, determines during the Approval Period that the Purchaser

Conditions set forth in Sections 9.1(c) and (d) have not been satisfied, Purchaser may elect to terminate this Agreement by giving written notice thereof to Seller ("Notice to Terminate – Approvals") at any time prior to the expiration of the Approval Period. In the event that Purchaser sends a Notice to Terminate – Approvals within the time period required hereunder, then this Agreement shall be terminated and of no further force or effect and the remaining refundable Earnest Money in an amount equal to

shall be returned to Purchaser within three (3) business days. In the event Purchaser does not deliver a Notice to Terminate – Approvals, as provided herein, the Purchaser Conditions describe in Sections 9.1(c) and (d) shall be deemed satisfied.

10. **Covenant of Cooperation.** Seller and Purchaser each covenant to cooperate with the other regarding the Purchaser Conditions described above in Section 9 in order to satisfy all such Purchaser Conditions as soon as reasonably practical. Subject to Purchaser's right to terminate this Agreement during the Inspection Period, Purchaser agrees to make good faith efforts to satisfy the conditions and to diligently pursue the satisfaction of the same.

11. **Default: Remedies.** If Seller is ready, willing, and able to convey the Property in accordance with this Agreement and Purchaser fails to close this transaction as required by this Agreement, then Seller shall be entitled, as its sole and exclusive remedy, to terminate this Agreement and retain the Earnest Money. Seller and Purchaser agree that such amount is a reasonable amount for liquidated damages and that it would be impracticable and extremely difficult to determine actual damages. If Purchaser is ready, willing, and able to perform in accordance with this Agreement and Seller fails to close this transaction as required by this Agreement or if Seller is otherwise in breach its obligations pursuant to this Agreement beyond any applicable cure period, then Purchaser may elect (a) to terminate this Agreement, in which case (i) the Earnest Money shall be returned to Purchaser, (ii) Seller shall pay to Purchaser within ten (10) days following Purchaser's demand therefore all actual out of pocket costs and expenses incurred by Purchaser in connection with this Agreement and the transactions contemplated by this Agreement (including, without limitation, Purchaser's due diligence of the Property and matters relating to Purchaser's intended development of the Property), and (iii) this Agreement shall, without further action of the parties, become null and void and the parties shall have no further rights or obligations under this Agreement (except pursuant to Section 5 hereof); or (b) Purchaser may sue for specific performance of the sale of the Property in accordance with the terms of this Agreement; provided, however, if an action for specific performance is not available for any reason, Purchaser may pursue all its rights and remedies at law.

12. **Possession.** Exclusive possession of the Property being purchased subject only to the rights of third parties pursuant to the Permitted Exceptions, shall be delivered to Purchaser at the Closing for such Property.

13. **Seller Representations and Warranties.** Seller represents and warrants to Purchaser as to the following matters, and shall be deemed to remake all of the following representations and warranties as of the date of the Closing. The truth and accuracy of all of the following representations and warranties as of the Closing shall be additional Purchaser Conditions under this Agreement and shall survive the Closing.

13.1. **Validity of Agreement.** The execution and delivery of this Agreement by Seller,



the execution and delivery of every other document and instrument delivered pursuant hereto by or on behalf of Seller, and the consummation of the transactions contemplated hereby have been validly executed and delivered by Seller, and will not (i) constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Property; (ii) constitute or result in a violation of any order, decree, or injunction with respect to which Seller and/or the Property is bound; and/or (iii) cause or entitle any party to have the right to declare a default under any oral or written agreement to which Seller is a party or which affects the Property.

13.2. Approvals and Consents. The entering into of this Agreement and the consummation of the sale of the Property will not require Seller to obtain (either before or after the Closing) any consent, license, waiver, approval, authorization, or other action of, by or with respect to any non-governmental or governmental person or entity, that has not or will not be obtained at or prior to the Closing.

13.3. Violations of Law. Seller has not received any notice, written or otherwise, from any governmental agency alleging violations by the Property of any law, statute, ordinance, rules, or regulations.

13.4. Legal Proceedings. To the best of Seller's knowledge, there is no pending or threatened litigation, arbitration, administrative action or examination, claim, or demand whatsoever relating to the Property and no attachments, execution proceedings, liens, assignments, or insolvency proceedings are pending or threatened against Seller or the Property or contemplated by Seller. Seller is not contemplating the institution of insolvency proceedings.

13.5. Eminent Domain. Seller has no knowledge of any pending or contemplated eminent domain, condemnation, or other governmental or quasi-governmental taking of any part or all of the Property.

13.6. Mechanic's Lien. Seller has paid or will pay in full all bills and invoices for labor and material of any kind arising from the ownership, operation, management, repair, maintenance, or leasing of the Property provided prior to the Closing and there are no actual or potential mechanic's lien or other claims outstanding or available to any party in connection with the ownership, operation, management, repair, maintenance, or leasing of the Property.

13.7. Transfer of Property. Between the date hereof and the Closing, no part of the Property will be alienated, encumbered, or transferred in favor of or to any party whatsoever, except for encumbrances that can be removed upon the payment of the Purchase Price. There are no purchase contracts, options, leases or any other agreements of any kind, oral or written, formal or informal, choate or inchoate, recorded or unrecorded, whereby any person or entity other than Seller will have acquired or will have any basis to assert any right, title, or interest in, or right to possession, use, enjoyment, or proceeds of, any part or all of the Property.

13.8. Claims Against Property. To the best of Seller's knowledge, no party claiming by, through, or under Seller has any claim against the Property related to the repair,

construction, improvement, operation, use, rental, or enjoyment of the Property, and neither Seller nor its agents or employees have received any notices of any claim requesting or demanding such performances or payment relative to the foregoing.

13.9. **Hazardous Wastes.** To the best of Seller's knowledge, except as disclosed in any written correspondence prior to the date of this Agreement or environmental reports provided by Seller to Purchaser after the date of this Agreement, the Property contains no Hazardous Materials or underground storage tanks in violation of applicable laws. "Hazardous Materials" shall mean any substance presently prohibited or regulated by any governmental authority or which is presently known to pose a hazard to health or safety of occupants of the Property.

14. **Condition of the Property; Operations.** Purchaser acknowledges that it will be given full opportunity to inspect the Property and, subject to Seller's specific representations and warranties expressed herein, Purchaser is relying solely upon its inspection of the Property for all purposes whatsoever, including, without limitation, the determination of the character, condition, (including without limitation, the environmental condition) accessibility, and suitability of the Property for the purpose for which it is being acquired. Purchaser further acknowledges that, subject only to Seller's specific obligations, and representations and warranties contained in this Agreement and the documents executed by Seller in connection with the Closing, THE PROPERTY WILL BE CONVEYED AS IS, WHERE IS, AND WITH ALL FAULTS AND DEFECTS AS OF THE DATE OF THE CLOSING AND THAT THERE HAVE BEEN NO REPRESENTATIONS, WARRANTIES, GUARANTIES, STATEMENTS, OR INFORMATION, EXPRESS OR IMPLIED, WHATSOEVER MADE OR FURNISHED TO PURCHASER BY SELLER OR ANY OF SELLER'S EMPLOYEES OR AGENTS, EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR AT CLOSING. From and after the date of this Agreement and continuing through the Closing, Seller will operate and maintain the Property in a manner consistent with the manner in which Seller has operated and maintained the Property prior to the date of this Agreement.

15. **Broker.** Seller and Purchaser represent each to the other that they have not dealt with any real estate broker, sales person, or finder in connection with this transaction, except Denise Guiducci of Coldwell Banker, Guiducci Group ("Broker"). Seller shall be responsible for paying Broker. If any claim is made for any other broker's or finder's fees, or commissions in connection with the negotiation, execution, or consummation of this Agreement or the transactions contemplated hereby, each party shall defend, indemnify, and hold harmless the other party from and against such claim based upon any statement, representation, or agreement of such party.

16. **Expenses.** Purchaser shall pay for the costs of the Title Commitment and the title insurance premium for the Title Policy. Purchaser shall pay the premiums of endorsements to the Title Policy obtained by or at Purchaser's request (excluding the premiums for coverages intended to cure title defects and for the Title Policy, all of which shall be paid by Seller). Purchaser shall also pay for the cost of the Survey and for all costs of any other inspections, surveys and audits performed by Purchaser or at its request, whether or not the Closing occurs but subject to the expense reimbursement requirements following a Seller default set forth in Section 11. Each party shall pay for its own legal and accounting expenses. Transfer taxes, if applicable, will be paid by Seller. Seller and Purchaser shall split the insured closing fee of the

Title Company equally.

17. **Assignment.** Purchaser shall retain the right to transfer or assign its interest in the Agreement to an entity to be formed by Purchaser for structuring purposes. Except as provided in the preceding sentence, Purchaser may not assign its interest in this Agreement without the prior written consent of Seller.

18. **Notices.** Any notice required or permitted to be given to a party under this Agreement, shall be deemed given when (i) hand delivered, with evidence of receipt of such delivery, (ii) deposited into Federal Express or other similar type of overnight carrier service, (iii) two (2) business days after mailed by U.S. Certified or Registered Mail, postage prepaid, or (iv) upon the receipt of an electronic email transmission, followed by delivery by one of the other means identified in (i)-(iii), addressed as follows:

To Seller: Wayne St. Holdings, LLC  
926 Morris Street  
Cincinnati, Ohio 45206  
Attention: Marc Gilioli  
Email: mgilioli@fuse.net

To Purchaser: Milhaus Properties LLC  
460 Virginia Avenue  
Indianapolis, Indiana 46203  
Attention: Tadd M. Miller  
Email: Tadd.Miller@milhaus.com

with a copy, which shall not constitute notice, to:

Wooden McLaughlin LLP  
211 North Pennsylvania Street  
One Indiana Square, Suite 1800  
Indianapolis, Indiana 46204  
Attention: E. Joseph Kremp  
Email: Joe.Kremp@WoodenLawyers.com

Any party may, from time to time, change its mailing address by written notice to the other party at its then current mailing address in accordance with the provisions of this Section 18.

19. **Risk of Loss; Eminent Domain.** Seller shall bear all risk of loss or damage to the Property from all causes until the Closing; provided, however, that Seller shall have no obligation to repair such loss or damage. In the event that, prior to the Closing, the Property, or any part thereof, is destroyed or materially damaged, or if condemnation proceedings are commenced against the Property, Purchaser shall have the right, exercisable by giving notice of such decision to Seller within ten (10) business days after receiving written notice of such damage, destruction, or condemnation proceedings, to terminate this Agreement, in which case neither party shall have any further rights or obligations hereunder. In the event of such termination, the Earnest Money shall be returned to Purchaser. If Purchaser elects to accept the Property in its then condition, all proceeds of insurance or condemnation awards payable to

Seller by reason of such damage, destruction, or condemnation shall be paid or assigned to Purchaser and Seller shall credit the Purchase Price to the extent of any deductible under any policies of insurance, which credit shall not exceed the amount of such damages.

20. **Time of the Essence.** Time is of the essence with regard to all time periods and dates referred to in this Agreement. In calculating any period of time provided for in this Agreement, the number of days allowed shall refer to calendar and not business days. If any day scheduled for performance of any obligation hereunder shall occur on a weekend or legal holiday, the time period allowed and day for performance shall be continued to the next business day.

21. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and permitted assigns and shall be governed and controlled by the laws of the State where the Property is located.

22. **Date.** The date listed above in the first paragraph of this Agreement shall be deemed to be the "date of this Agreement" for all purposes.

23. **Counterparts.** This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by email counterparts of the signature pages. This Agreement if transmitted by email or telecopy/fax machine shall be treated in all manner and respects as an original document, and the signature of any party thereon shall be considered as an original signature. Any such email or telecopy/fax document shall be considered to have the same binding legal effect as an original of such document. At the request of either party thereto, an email or a telecopy/fax document shall be re-executed by both parties in the original form thereof.

24. **Expiration.** If this Agreement is not executed in full on or before ~~December 6, 2019~~ November 20, 2019, 5:00pm EST, the offer to purchase completed hereby shall expire and be of no further force of effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date and year first above written.

**SELLER:**

WAYNE ST HOLDINGS, LLC,  
an Ohio limited liability company

By:

*Marc Gilioli - For Wayne Street Partners*  
dotloop verified  
11/19/19 5:19 PM EST  
Y10G-HHCD-H7PG-SLND

Printed: Marc Gilioli

Title: President

**PURCHASER:**

MILHAUS PROPERTIES LLC,  
an Indiana limited liability company

By:

DocuSigned by:  
*Tadd M. Miller*  
30CBF3CDEA5C447  
Tadd M. Miller, Manager



**EXHIBIT B**  
**Description of Property**

2508-2514 Hemlock	070-0002-0159-00
2510 Hemlock	070-0002-0159-00
2516-18 Hemlock	070-0002-0159-00
2520 Hemlock	070-0002-0159-00

April 3, 2020

Walnut Hills Redevelopment Foundation  
Attn: Samantha Reeves

**RE: Poste Phase 2 – Co-Development and Purchase Agreement LOI  
Cincinnati, OH**

Milhaus Development, LLC (“Milhaus”) proposes to enter into a development agreement with Walnut Hills Redevelopment Foundation (“WHRF”) (collectively, the “Parties”) for the development of the second phase of Poste in Walnut Hills as shown in Exhibit A, attached hereto and incorporated herein by reference.

The Site currently consists of multiple owners, with whom Milhaus has or intends to enter into purchase agreement for the specific and sole purpose of the acquisition, developing, and construction of the proposed project, as shown in the Concept Plan attached hereto as Exhibit B and incorporated herein by reference.

THESE TERMS REPRESENT GOOD FAITH DISCUSSION POINTS BUT ARE NOT HOWEVER BINDING UNTIL ALL THE DEFINITIVE AGREEMENTS HAVE BEEN NEGOTIATED AND EXECUTED WITH LAND SELLERS AND WITH THE DEVELOPERS.

#### **PROJECT SCOPE**

- Site:** The “Site” is identified as the 1.323-acre collection of parcels indicated on the site plan in Exhibit A.
- Property:** A portion of the Site includes the “Property,” which includes several parcels owned or otherwise controlled by WHRF totaling 0.719-acres. The Property is identified in the Site Plan of the Property attached to this letter as Exhibit A.
- Intended Use:** It is intended that the Property will be developed with approximately 62 residential for rent apartments (the “Multi-Family Project”).
- Multi-Family Project:** The Multi-Family Project will be comprised of multiple three-story buildings. Milhaus will develop, build, and manage the Multi-Family Project. Conceptual plans are



provided in Exhibit B attached hereto and incorporated herein by reference.

**Development Rights:** Milhaus will have exclusive rights to purchase and develop the Property for 24 months from the date of execution of this LOI.

**Milhaus Due Diligence:** Prior to entering into definitive agreements, Milhaus shall be given reasonable opportunity to complete additional due diligence on the following items: 1) title and survey; 2) environmental reports; 3) geotechnical reports; and 4) availability of incentives for the Redevelopment.

**Projected Timeline:** The Parties acknowledge that time is of the essence, and that development activities will need to continue in earnest in striving for concurrent land purchase and construction financing closings on or before September 30, 2020. Additionally, the Partners will utilize best efforts to negotiate and execute a development agreement with the City of Cincinnati prior to June 30, 2019.

**Milhaus**

**Development Services:** Milhaus will serve as master developer and developer of the Multi-Family Project, and will:

1. Lead in obtaining control of the Site;
2. Lead in obtaining all local governmental approvals, including attending meetings with local stakeholders, City staff, the design team, and the Partners;
3. Lead negotiation of necessary incentive packages from the City of Cincinnati and Port, including but not limited to a real property tax abatement and a material sales tax abatement;
4. Manage the preparation of all plans/specifications; and
5. Lead the development of all of the Multi-Family components of the development such as (i) take primary responsibility for designing a marketing and leasing plan for the Multi-Family Project; (ii) develop a proforma for the development; (iii) lead project update meetings; (iv) lead the design of all residential product and secure building permits; (v) obtain construction financing; (vi) approve all invoices for inclusion in the monthly draw; (vii) prepare the monthly draws for submission to the equity partner and the lender; and (viii) oversee construction administration; and

6. Work with the WHRF to score the project on the WHRF's Equitable Development Scorecard during each phase of the development process.

**WHRF**

**Development Services:**

In return for the Purchase Price, WHRF will serve as a facilitator and community development partner for the Project, and will:

1. Assist with obtaining control of the Site;
2. Assist Milhaus with meaningful participation in master planning, design and determination of proper design direction of the Project; and
3. Serve as liaison for the Redevelopment to the Walnut Hills community, assisting Milhaus in community outreach, engagement and support requests.

**Predevelopment Expenses:** Milhaus will fund all of the predevelopment expenses for the Project, including but not limited to the architectural fees, civil engineering fees, legal, third party studies, marketing, and construction services until such time as the equity partner has commenced funding the project. Such predevelopment expenses will include WHRF's reasonable out-of-pocket pre-development expenses including attorney fees

**Design Services:**

The architects, engineers, and designers for the Project will be selected by Milhaus. The oversight and management of these contracts shall be by Milhaus.

**Construction Financing:**

Milhaus will secure and guaranty construction loan financing for the Multi-Family Project.

**General Contractor:**

Milhaus will be the General Contractor for the construction of the Redevelopment. General Contractor will implement and use best efforts to meet an MBE/WBE/SBE inclusion plan for the Redevelopment.

**Property Management:**

Milhaus will be responsible for providing property management services for the property management of the Multi-Family Project.

**Retail Leasing:**

Should retail be added to the Multi-Family Project scope, Milhaus will be responsible for all retail leasing services,

including procuring tenants, negotiating deal terms, drafting lease documents and managing the tenant build out process. Milhaus will work with the WHRF and make good faith efforts to implement a tenanting strategy that promotes minority-owned businesses, women-owned businesses, local/small businesses, arts/cultural-based businesses, and entrepreneurial opportunities. Milhaus will also make good faith efforts to prioritize tenants who bring five or more jobs into the neighborhood, increasing opportunity for Walnut Hills residents.

#### **Asset Management**

##### **Services:**

Milhaus will be responsible for the continued asset management of the property, including sale/disposition strategy, refinancing strategy, managing the cash flow, and reporting to the equity investors.

##### **Purchase Price - Site:**

**WHRF Development Fee:** As compensation for completion of WHRF's Development Services, WHRF will earn a fee Provided WHRF is not responsible for a continuing event of default under the Development Agreement the WHRF Development Fee will be paid out on the same monthly schedule as Milhaus's construction draw process and Milhaus Development's fee draw – estimated to be evenly over a 12-month period after Closing.

#### **Purchase Terms**

The following terms are representative of a transaction that includes the entire Site:

##### Purchase Price

##### Initial Earnest Money

- *Due upon the execution of a purchase and sale agreement; applicable to Purchase Price; and*
- *Fully refundable and applicable to the Purchase Price.*

##### Due Diligence Period

60 days

- *Period would begin on the execution date of a to be agreed upon purchase agreement;*
- *Due Diligence may include, but are not limited to, title and survey review, site, soils, environmental and geotechnical investigations, public financing options, and rezoning options;*
- *Milhaus would provide notice to Seller of any defects of the property discovered during its Due Diligence ("Defects") and give Seller the opportunity remedy the defects to Milhaus's satisfaction prior to Closing or renegotiate the Purchase Price; and*
- *Except for the defects Milhaus notifies Seller of prior to expiration of the Due Diligence Period, Milhaus would be deemed to have waived the results of any other due diligence and inspections at the end of the Due Diligence Period.*

#### Approvals Period

180 days

- *Period would begin upon expiration of the Due Diligence Period;*
- *Approvals may include, but not limited to, neighborhood and zoning approvals, design and engineering, financial feasibility, public incentives, and market analysis; and*
- *Milhaus would use commercially reasonable actions to obtain all necessary Approvals for its Intended Use.*

#### Closing Period

60 days

- *Closing Period would begin upon Purchaser's satisfaction of all approval rights under the Approvals Period and any exercised extensions therein*

**Non-Binding Agreement:** THIS PROPOSAL IS NON-BINDING AND NO PARTY WILL HAVE ANY OBLIGATIONS UNTIL DEFINITIVE AGREEMENTS HAVE BEEN EXECUTED AND DELIVERED TO AUTHORIZED REPRESENTATIVES OF ALL PARTIES TO THE TRANSACTION.

Agreed to by:

**Milhaus Development, LLC**

\_\_\_\_\_  
Name/Title: Tadd M. Miller, Manager

Date \_\_\_\_\_

**Walnut Hills Redevelopment Foundation**

  
\_\_\_\_\_  
Name/Title: Samantha Reeves, Interim Executive Director

Date 5/20/19

Exhibit A – Property

Exhibit B – Building Concept Plan

Cc: Jake Dietrich, Milhaus  
Greg Martin, Milhaus

## Exhibit A – Property



Exhibit B – Concept Plan





**First American**

**Commitment**

**ALTA Commitment for Title Insurance**

ISSUED BY

**First American Title Insurance Company**

File No: NCS-996819-INDY

**COMMITMENT FOR TITLE INSURANCE**

Issued By

**FIRST AMERICAN TITLE INSURANCE COMPANY**  
**NOTICE**

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**First American Title Insurance Company**

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

**INSURANCE FRAUD WARNING:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

If this jacket was created electronically, it constitutes an original document.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**First American**

## Schedule A

### ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-996819-INDY

**Transaction Identification Data for reference only:**

Issuing Agent: First American Title Insurance Company National Commercial Services  
Commitment No.: NCS-996819-INDY  
Property Address: Poste Project Phase II, Cincinnati, OH  
Revision No.:  
Issuing Office: 211 N. Pennsylvania Street, Suite 1250, Indianapolis, IN 46204  
Issuing Office File No.: NCS-996819-INDY

### SCHEDULE A

1. Commitment Date: January 31, 2020 at 7:30 AM
2. Policy to be Issued:
  - (a) ☒ ALTA® Owner's Policy of Title Insurance (6-17-06)  
Proposed Insured: To Be Furnished  
Proposed Policy Amount: \$1,000.00
  - (b) ☒ ALTA® Loan Policy of Title Insurance (6-17-06)  
Proposed Insured: None  
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is

**Fee Simple**

4. The Title is, at the Commitment Date, vested in: HAMILTON COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit by Hamilton County Land Reutilization Corporation Auditor's Deed recorded in/as OR [Book 12568, Page 01545](#) and Document No. 14-0029493 (as to Parcel 1)

FREDERICK A. MOORE JR. by Quit Claim Deed recorded in/as OR [Book 11535, Page 01901](#) and Document No. 10-0110861 (as to Parcel 2)

AGID PROPERTIES, LLC, an Ohio Limited Liability Company by General Warranty Deed recorded in/as OR [Book 12409, Page 00953](#) and Document No. 13-0125263 (as to Parcel 3)

AGID PROPERTIES, LLC by Limited Warranty Deed recorded in/as OR [Book 12503, Page 02473](#) and Document No. 14-0001340 (as to Parcel 4)

WALNUT HILLS REDEVELOPMENT FOUNDATION by Deed recorded in/as OR [Book 12306, Page 01314](#) and Document No. 13-0059968 (as to Parcel 5)

CITY OF CINCINNATI, an Ohio municipal corporation by General Warranty Deed in/as OR [Book 11525, Page 01839](#) and Document No. 10-0104558 (as to Parcel 6)

CITY OF CINCINNATI by General Warranty Deed in/as OR [Book 11425, Page 01787](#) and Document

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No. 10-0050833 (as to Parcel 7)

HAMILTON COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit corporation by Sheriff's Deed recorded in/as OR [Book 12967, Page 01251](#) and Document No. 15-0085973 (as to Parcel 8)

FRED ORTH AND MARLENE MINER, Husband and Wife by Auditor's Deed recorded in/as OR [Book 12091, Page 00508](#) and Document No. 12-0102408 (as to Parcel 9)

HAMILTON COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit corporation by Sheriff's Deed recorded in/as OR [Book 12892, Page 01110](#) and Document No. 15-0048202 (as to Parcel 10)

CINCINNATI METROPOLITAN HOUSING AUTHORITY by General Warranty Deed recorded in/as Deed [Book 4326, Page 1350](#) (as to Parcel 11)

HAMILTON COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit by Hamilton County Land Reutilization Corporation Auditor's Deed recorded in/as OR [Book 12568, Page 01548](#) and Document No. 14-0029494 (as to Parcel 12)

5. The Land is described as follows:

**See Exhibit "A" attached hereto and made a part hereof**

**INSURANCE FRAUD WARNING:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

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Form 5030039 (6-5-17)	Page 5 of 20	ALTA Commitment for Title Insurance (8-1-16) Ohio (Effective 6-1-17)
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**First American**

## **Schedule BI & BII**

### **ALTA Commitment for Title Insurance**

ISSUED BY

**First American Title Insurance Company**

File No: NCS-996819-INDY

#### **SCHEDULE B, PART I**

##### **Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Receipt of an Owner's Affidavit acceptable to the Company if standard exceptions are to be deleted from the Policy or Policies to be issued.
5. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
6. Receipt and review of an acceptable survey of the Land if the standard survey exception is to be deleted, and if certain endorsements are requested. The Company reserves the right to make additional exceptions and/or requirements following the review of said survey.
7. Submit to the Company the proper authority documents authorizing the transfer of interest of the parties and/or entities involved in this transaction.
8. A completed DTE 100 Form, or DTE 100EX Form if applicable, signed by the Grantee, must be presented with any deed or 99-year lease to be recorded for the purpose of paying the transfer tax or being exempted therefrom. An acceptable supporting affidavit must be presented with a DTE 100EX Form.
9. Approval of the County Auditor/Engineer of the legal description prior to deed transfer.
10. The Company may make additional exceptions and/or requirements upon (a) its review of the documents creating the estate or interest to be insured; (b) its review of other documentation pertinent to this transaction; and (c) ascertaining other details of the transaction.
11. The following will be required with respect to a corporation:
  - A. A certificate of good standing of recent date, issued by the Secretary of State of the corporation's state of domicile.

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- B. A certified copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officer(s) shall have the power to execute documents on behalf of the corporation. If the transaction involves a transfer of all or substantially all of the corporation's assets, the Company must be provided with a resolution of the shareholders authorizing the contemplated transaction.
  - C. Other requirements may be imposed by the Company following its review of the documentation required herein.
12. The following will be required with respect to a Limited Liability Company:
- A. A copy of the operating agreement and any amendments thereto as well as a Certificate of Full Force and Effect or comparable state certificate issued by the Secretary of State of the limited liability company's state of domicile must be provided by the Company.
  - B. Other requirements may be imposed by the Company following its review of the documentation required herein.
13. A release of dower rights by any spouse of a Grantor/Mortgagor/Lessor will be required.
14. Upon any conveyance or mortgage of the land by the governmental entity shown in Schedule satisfactory evidence should be furnished establishing that compliance has been had with the appropriate enabling statute.
15. Evidence satisfactory to the Company that the deed executed by AGID Properties, LLC to Wayne ST Holdings, LLC, recorded December 01, 2017 in/as OR [Book 13555, Page 01456](#) and Document No. 17-0109836 of Hamilton County Records is valid.
- (Affects Parcels 3 and 4)
16. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

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Form 5030039 (6-5-17)	Page 7 of 20	ALTA Commitment for Title Insurance (8-1-16) Ohio (Effective 6-1-17)
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**First American**

## **Schedule BI & BII (Cont.)**

### **ALTA Commitment for Title Insurance**

ISSUED BY

**First American Title Insurance Company**

File No: NCS-996819-INDY

#### **SCHEDULE B, PART II**

##### **Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
5. Rights of parties in possession of all or any part of the Land, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the Public Records.
6. The following exception will appear in any loan Policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy, pursuant to Ohio Revised Code Section 1509.31(D).
7. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
8. Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the Land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the Land by the State, County, Municipality, Township, or other taxing authority.

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9. Taxes and Assessments for the year 2019:

Assessed in the name of: Hamilton County Land Reutilization Corporation

Parcel No.: 070-0002-0073-00

First half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Last half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$35.31.

Exemption amount: \$0.00

Land: \$0.00

Improvements: \$0.00

Total: \$0.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Parcel 1)

10. Taxes and Assessments for the year 2019:

Assessed in the name of: Hamilton County Land Reutilization Corporation

Parcel No.: 070-0002-0075-00

First half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Last half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$19.63.

Exemption amount: \$0.00

Land: \$0.00

Improvements: \$0.00

Total: \$0.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Tract 1 of Parcel 2)

11. Taxes and Assessments for the year 2019:

Assessed in the name of: Hamilton County Land Reutilization Corporation

Parcel No.: 070-0002-0076-00

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First half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Last half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$23.52.

Exemption amount: \$0.00

Land: \$0.00

Improvements: \$0.00

Total: \$0.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Tract 2 of Parcel 2)

12. Taxes and Assessments for the year 2019:

Assessed in the name of: Wayne St Holdings LLC

Parcel No.: 070-0002-0097-00

First half taxes in the amount of \$46.96 , including current assessments, if any, is Paid.

Last half taxes in the amount of \$41.55 , including current assessments, if any, is Not yet due and payable.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Exemption amount: \$0.00

Land: \$1,090.00

Improvements: \$0.00

Total: \$1,090.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Parcel 3)

13. Taxes and Assessments for the year 2019:

Assessed in the name of: Wayne St Holdings LLC

Parcel No.: 070-0002-0063-00

First half taxes in the amount of \$48.90 , including current assessments, if any, is Paid.

Last half taxes in the amount of \$40.03 , including current assessments, if any, is Not yet due and payable.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

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Exemption amount: \$0.00  
Land: \$830.00  
Improvements: \$0.00  
Total: \$830.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Parcel 4)

14. Taxes and Assessments for the year 2019:

Assessed in the name of: Walnut Hills Redevelopment Foundation

Parcel No.: 070-0002-0133-00

First half taxes in the amount of \$37.31 , including current assessments, if any, is Not Paid.

Last half taxes in the amount of \$32.77 , including current assessments, if any, is Not yet due and payable.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Exemption amount: \$0.00  
Land: \$860.00  
Improvements: \$0.00  
Total: \$860.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Parcel 5)

15. Taxes and Assessments for the year 2019:

Assessed in the name of: Cincinnati City of

Parcel No.: 070-0002-0070-00

First half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Last half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Exemption amount: \$0.00  
Land: \$0.00  
Improvements: \$0.00  
Total: \$0.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

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(Affects Tract 1 of Parcel 6)

16. Taxes and Assessments for the year 2019:

Assessed in the name of:Cincinnati City of

Parcel No.: 070-0002-0069-00

First half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Last half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Exemption amount: \$0.00

Land: \$0.00

Improvements: \$0.00

Total: \$0.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Tract 2 of Parcel 6)

17. Taxes and Assessments for the year 2019:

Assessed in the name of:Cincinnati City of

Parcel No.: 070-0002-0068-00

First half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Last half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Exemption amount: \$0.00

Land: \$0.00

Improvements: \$0.00

Total: \$0.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Parcel 7)

18. Taxes and Assessments for the year 2019:

Assessed in the name of:Hamilton County Land Reutilization Corporation

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Parcel No.: 070-0002-0071-00

First half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Last half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$23.52.

Exemption amount: \$0.00

Land: \$0.00

Improvements: \$0.00

Total: \$0.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Parcel 8)

19. Taxes and Assessments for the year 2019:

Assessed in the name of: Orth Fred & Marlene Miner

Parcel No.: 070-0002-0072-00

First half taxes in the amount of \$65.31 , including current assessments, if any, is Paid.

Last half taxes in the amount of \$60.98 , including current assessments, if any, is Not yet due and payable.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Exemption amount: \$0.00

Land: \$1,600.00

Improvements: \$0.00

Total: \$1,600.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Parcel 9)

20. Taxes and Assessments for the year 2019:

Assessed In the name of: Hamilton County Land Reutilization Corporation

Parcel No.: 067-0002-0029-00

First half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Last half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

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Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$78.34.

Exemption amount: \$0.00  
Land: \$0.00  
Improvements: \$0.00  
Total: \$0.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Parcel 10)

21. Taxes and Assessments for the year 2019:

Assessed in the name of: Cincinnati Metropolitan Housing Authority

Parcel No.: 067-0002-0033-90

First half taxes in the amount of \$0.00, including current assessments, if any, is None Due.

Last half taxes in the amount of \$0.00, including current assessments, if any, is None Due.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Exemption amount: \$0.00  
Land: \$0.00  
Improvements: \$0.00  
Total: \$0.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Parcel 11)

22. Taxes and Assessments for the year 2019:

Assessed in the name of: Hamilton County Land Reutilization Corporation

Parcel No.: 067-0002-0027-00

First half taxes in the amount of \$0.00, including current assessments, if any, is None Due.

Last half taxes in the amount of \$0.00, including current assessments, if any, is None Due.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$54.81.

Exemption amount: \$0.00  
Land: \$0.00  
Improvements: \$0.00  
Total: \$0.00

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Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Parcel 12)

23. Matters as disclosed in plat recorded in Plat Book 14, Page 460 of Hamilton County Records.

(Affects Parcels 2,5,7,8,9)

24. Matters as disclosed in plat recorded in Plat [Book 2, Page 91](#) of Hamilton County Records.

(Affects Parcels 3 and 4 )

25. Matters as disclosed in plat recorded in Will Book 14, Page 434 of Hamilton County Records.

(Affects Parcel 6)

26. Matters as disclosed in Consolidation plat recorded in Plat [Book 415, Page 20](#) of Hamilton County Records.

(Affects Parcel 4)

27. Matters as disclosed in plat recorded in Book 1, Page 366 of Hamilton County Records.

(Affects Parcel 7)

28. Matters as disclosed in plat recorded in Deed Book 151, Page 631 of Hamilton County Records.

(Affects Parcels 10 and 11)

29. Matters as disclosed in plat recorded in Deed Book 161, Page 632 of Hamilton County Records.

(Affects Parcel 12)

30. Child Support Enforcement Agency Lien on Real Estate/Personal Property Against: Ricky Moore In favor of Hamilton County Child Support Enforcement Agency In the Amount of Lien: \$53,820.85 recorded December 11, 2008 In/as OR [Book 11017, Page 01243](#) of Hamilton County Records.

(Affects Parcel 1)

31. Certificate of Judgment, Case No. C315001601 In favor of City of Cincinnati and against Walnut Hills Redevelopment in the amount of \$3,762.50 plus interest and costs, filed February 3, 2015.

(Affects Parcel 5)

32. Entry of Forfeiture to Hamilton County Land Reutilization Corporation as Case No. [A1304629](#) filed October 3, 2014.

(Affects Parcel 2)

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33. The effect of deed executed by AGID Properties, LLC to Wayne ST Holdings, LLC, recorded December 01, 2017 as OR [Book 13555](#), [Page 01456](#) and Document No. 17-0109836 of Hamilton County Records.

The Company will require satisfactory evidence that the deed was an absolute conveyance for value and that there are no other agreements, oral or written, regarding the ownership or occupancy of the land described in the deed.

(Affects Parcels 3 and 4)

34. Dower rights of any spouse of Frederick A. Moore Jr.
35. Notwithstanding the reference to acreage or square footage in the description set forth in Schedule A hereof, this commitment/policy does not insure nor guarantee the acreage or quantity of land set forth therein.
36. Rights of the public and public utilities in and to that portion of the land lying within the bounds of any publicly dedicated street(s).

#### LIMITATION OF LIABILITY FOR INFORMATIONAL REPORT

**IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**First American**

**Exhibit A**

ISSUED BY

**First American Title Insurance Company**

File No: NCS-996819-INDY

File No.: NCS-996819-INDY

The Land referred to herein below is situated in the County of Hamilton, State of Ohio, and is described as follows:

Parcel 1:

Situated and located in the City of Cincinnati, County of Hamilton, and State of Ohio, in the Southwest Quarter of Section (8), Township (3), Fractional Range Town (2) of the Miami Purchase.

Beginning at a point in the East line of Cottage Farm one hundred eighty (180) feet more or less North of the South line of said Section;

Thence, North along said East line forty-five (45) feet;

Thence, extending back at this width between two (2) parallel lines with said section line one hundred fifty-five (155) feet, more or less to the David Lot, and being a part of Lot Fourteen (14), as shown on a plat of said Cottage Farm made by Peter H. Kemper and adopted by him as a plat of his last will and testament, as will fully appears on the records of Wills of said County, together so much of the space East of said Lot as is contained between the lines of the part of said Lot conveyed. Extending East to the East line of said farm, said space being subject to the provisions of the Will of said Peter H. Kemper in regards to any right of way through or along the same Lot of in regard to the annexation.

Parcel 2:

Situated in the City of Cincinnati, County of Hamilton, State of Ohio and described as follows:

Tract 1: Being the North 25 feet of Lot No. 14 of Peter H. Kemper's Subdivision of Cottage Farm, as recorded in Will Book 14, Page 460 of the Probate Court Records of Hamilton County, Ohio. Said property fronts 25 feet on the West side of Stanton Avenue, 225 feet North of Centerline of McMillian Street, and extends Westwardly between parallel lines 155 feet.

Tract 2: Situated in the City of Cincinnati, County of Hamilton, State of Ohio and more particularly described as follows:

All that certain lot or land beginning at a point on the East line of Peter H. Kemper's Subdivision, said point being the intersection of the South line of Lot 15 of said subdivision and West line of Stanton Avenue;

Thence North along said West line of Stanton Avenue 30 feet;

Thence extending back Westwardly the same width, parallel with said South line of Lot 15, 155 feet to the Davies lot; being the Southerly 30 feet of Lot 15 as shown on a plat of said Cottage Farm Subdivision made by Peter H. Kemper and accepted by him as a part of his last will and testament as said plat is recorded in Will Book 14, Page 460 of the Will records of the probate court of Hamilton County, Ohio.

Parcel 3:

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and more particularly described as follows:

Fronting 25 feet on the East side of Spring Street (now Hemlock) and running back between parallel lines 135 feet, and

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Form 5030039 (6-5-17)

Page 17 of 20

ALTA Commitment for Title Insurance (8-1-16)  
Ohio (Effective 6-1-17)



lying 215 feet North of McMillan Street, and being known and designated as the South one-half of Lot 5 in E. A. Coleville's Plat of Subdivision, and numbered as 2520 Hemlock Street, Cincinnati, Ohio.

**Parcel 4:**

Situated in Section 8, Township 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 4 of E.A. Collville's Subdivision, recorded in Plat [Book 2, Page 91](#) of the Hamilton County Recorder's Office, and being more particularly described as follows:

Beginning at a point in the Easterly right-of-way of Hemlock Street, North 00° 30' 00" East, 174.09 feet from the Northerly right-of-way of East McMillan Street,

Thence Northeasterly with the Easterly line of Hemlock Street, North 00° 30' 00" East, 40.91 feet to the Northwestern corner of Lot 4, also a corner of Richard and Karen Hordinski (OR [10283, PG. 1169](#));

Thence Southeasterly with the North line of Lot 4 and Hordinski's South line, South 89° 30' 00" East, 135.00 feet to a set 5/8" iron pin and cap at the Northeasterly corner of Lot 4, said corner being in the Westerly line of Joseph Wiggins (OR. [7221, PG. 633](#));

Thence Southwesterly with the East line of Lot 4 and the Westerly line of Joseph Wiggins and also Roberto Ramirez Tr. (OR 9036, PG.1215), South 00° 30' 00" West, 50.00 feet to the Southeasterly corner of Lot 4, said corner being North 0.10 feet and West 0.68 feet from an existing iron pin and cap, and also being the Northeasterly corner of Lot 1;

Thence Northwesterly with the North line of Lot 1 and Lot 2, owned by Walnut Hills Redevelopment Foundation Inc. (OR. [6362, PG. 245](#)). North 89° 30' 00" West, 85.00 feet to the Northwesterly corner of Lot 2, said corner being North 0.02 feet and West 0.19 feet from an existing iron pin and cap;

Thence Northeasterly with a new division line, North 00° 30' 00" East, 9.09 feet to a set 5/8" Iron pin and cap;

Thence Northwesterly with a new division line, North 89° 30' 00" West, 50.00 feet to the point of beginning, containing 0.1445 acres of land, more or less.

Being the same land described in Official [Record 7235, Page 1717](#), as recorded in Hamilton County, Ohio records.

Being the result of a survey, dated March 5th, 2008, made by Eric M. Arnold P.S., Ohio Reg. No. 8276, of Parcel Numbers 70-2-96 of the Hamilton County, Ohio Tax Maps.

Bearings for the description are based on Plat [Book 2, Page 91](#).

**Parcel 5:**

Situate in the City of Cincinnati, County of Hamilton, Ohio, and being part of Lots 13 and 14 of P. H. Kemper's Subdivision In Probate Court Will Book 14, Page 460 of the Records of Probate Court of Hamilton County, Ohio, and being more particularly described as follows:

In the Southeast corner of the Southwest quarter of Section 8, Township 3, Fractional Range 2, fronting 20 feet and 10 inches on the West side of Stanton Avenue, formerly Lane Street, 79 feet 5 inches North of the Northwest corner of Stanton and McMillan Streets, with a depth between parallel lines of 45 feet and being the North part of the lot heretofore conveyed to Louisa C. Banding by G. F. Becker and wife by deed dated June 10, 1902.

**Parcel 6:**

**Tract 1:**

Situated in the City of Cincinnati, County of Hamilton and State of Ohio, and further described as follows, to wit:

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Being part of Lot No. 13 of Peter H. Kemper's Subdivision of the Cottage Farm set forth in Will Book 14, Page 434, Probate Court Records of Hamilton County, Ohio and being situated in the Southeast corner of the Southwest quarter of Section 8, Township 3, Fractional Range 2, of the Miami Purchase, fronting 45 feet on the North side of McMillan Street and running back the same width 79 feet and 5 inches on the West side of Stanton, formerly Lane Street, and being 45 feet off the East side of Lot No. 13 of said Subdivision.

Tract 2:

Being part of Lot No. 13 of Peter H. Kemper's Subdivision of the Cottage Farm set forth in Will Book 14, Page 434, Probate Court Records of Hamilton County, Ohio and being situated in the Southeast corner of the Southwest quarter of Section 8, Township 3, Fractional Range 2, of the Miami Purchase, fronting 30 feet on the North side of McMillan Street and extending back the same width between lines parallel with Stanton Avenue and parallel to each other the distance of 100 feet in depth, and being located 45 feet distant from the corner of McMillan and Stanton Avenue.

Parcel 7:

All that certain lot of land in Section 8, Township 3, Fractional Range 2, Miami Purchase, Hamilton County, Ohio, in the City of Cincinnati, being part of Lot 13 as shown on the plat of Cottage Farm as made by Peter H. Kemper and recorded in Book 1, Page 366 Probate Court Records of Hamilton County, and being more particularly described as follows:

Beginning at a point in the North line of McMillan Street 75 feet West of the West line of Stanton Avenue (formerly Line Street);

Thence running Northwardly parallel with Stanton Avenue 100 feet;

Thence running Westwardly parallel with McMillan Street 26.67 feet;

Thence running Southwardly 100 feet to a point in the North line of McMillan Street, distant 26.97 feet Westwardly from the place of beginning, said point being in the line of the West side of a brick wall;

Thence running Eastwardly 26.97 feet to the place of beginning.

Parcel 8:

Being a part of Lot No. 14 of Peter H. Kemper's Cottage Farm Subdivision, as per plat recorded in Will Book 14, Page 460 of the Probate Court Records of Hamilton County, Ohio, and more particularly described as follows:

Beginning at a point on the West side of Stanton Avenue, 100 feet North of the North line of McMillan Street;

Running thence Westwardly along the South line of said Lot No. 14, a distance of 155 feet to the Southwest corner of said Lot 14;

Thence Northwardly along the West line of said lot, a distance of 30 feet to a point;

Thence Eastwardly parallel to the South line of said lot a distance of 155 feet to the West line of Stanton Avenue, a distance of 30 feet to the place of beginning; excepting therefrom a strip of ground 3 inches by 45 feet heretofore conveyed by Hannah Crowley to Louise C. Rendigs by deed recorded in Deed Book 982, Page 153 of said county records.

Said exception of three (3) inches by forty-five (45) feet being located at the Southeasterly corner of the above described premises.

Parcel 9:

Situated in Southwest quarter of Section 8, Town 3, Fractional Range 2, of Miami Purchase, Hamilton County, Ohio, and

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more particularly described as follows: Being a part of Lot #14 of Subdivision of Cottage Farm made and adopted by Peter H. Kemper as part of his Last Will and Testament, as will fully appear in Will Book 14, Page 460, of the Will Records of Hamilton County, Ohio. Beginning at a point in the West line of Stanton Avenue 130 feet North of the North line of McMillan Street;

Thence West parallel with the South line of said Lot #14, 155 feet to a point in the West line of said Lot #14,

Thence North along the West line of said Lot #14 a distance of 20 feet;

Thence East parallel with the South line of said Lot #14 a distance of 155 feet to a point in the West line of Stanton Avenue;

Thence South along the West line of said Stanton Avenue 20 feet to the place of beginning.

**Parcel 10:**

Situate in the City of Cincinnati, County of Hamilton and State of Ohio and being known as Lot No. 37. The North half of Lot No. 36 and the South half of Lot No. 38 of Solomon Harvey's Subdivision, formerly recorded in Deed Book 151 Page 631, Hamilton County Recorder's Office. Said real estate fronting 50 feet on Chatham Street and extending back at right angles 120 feet to Lane Street.

**Parcel 11:**

Situate in the City of Cincinnati, Hamilton County, Ohio, and being the North one-half (1/2) of lot thirty-eight (38) and all of lots thirty-nine (39) and forty (40) in Harvey's Subdivision of Walnut Hills, Cincinnati, Ohio, a plat of which is recorded in Book 151, Page 631 of the Records of Hamilton County, Ohio. Said lots together having a frontage of sixty-two and one half (62.50) feet on the West side of Chatham Street and extending Westwardly one hundred twenty (120) feet to Stanton Avenue.

Excepting six (6) inches by forty-eight (48) feet off the Northwest corner of lot forty (40).

**Parcel 12:**

In the City of Cincinnati, County of Hamilton, and State of Ohio, to wit:

Beginning on the West side of Chatham Street at a point 204.62 feet North of McMillan Street;

Thence, North along the West line of Chatham Street 35.88 feet;

Thence, West 118.87 feet to the point in the East line of Stanton Avenue 240.47 feet North of McMillan Street;

Thence, South along Stanton Avenue 35.88 feet;

Thence, East parallel with McMillan Street 118.85 feet to the place of beginning, being part of Lots 35 and 36 of Solomon Harvey's Subdivision as recorded in Deed Book 161, Page 632 of the Deed Records of Hamilton County, Ohio.

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1256801545Fb

**Sale #**

**Rev. Code, Secs. 5721.09; 5723, .04, .05, .06, .07, .10, .12.**

**NOW, THEREFORE, I, Dusty Rhodes, as County Auditor of Hamilton County, Ohio, acting as agent for the State of Ohio, for no consideration pursuant to Ohio Revised Code 5723.04 (B) and the additional statutory fee BARGAIN, SELL AND CONVEY unto the said Hamilton County Land Reutilization Corporation, an Ohio non-profit, community improvement corporation organized pursuant to Ohio Revised Code Chapter 1724 and existing under the laws of the State of Ohio, whose address is 299 East 6th Street, Suite 2A, Cincinnati, Ohio 45202, its successors and assigns forever, the Real Estate sold as aforesaid and situated in the City of Cincinnati, County of Hamilton and State of Ohio, and bounded and described as follows:**

[illegible]

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Map - 26/14 ✓

CAGIS - Byg Power

Plat Book 70, Page 2, Parcel 73

Situated and located in the City of Cincinnati, County of Hamilton, and State of Ohio, in the Southwest Quarter of Section (8), Township (3), Fractional Range Town (2) of the Miami Purchase.

Beginning at a point in the east line of Cottage Farm one hundred eighty (180) feet more or less north of the south line of said Section; thence, north along said east line forty-five (45) feet; thence, extending back at this width between two (2) parallel lines with said section line one hundred fifty-five (155) feet, more or less to the David Lot, and being a part of Lot Fourteen (14), as shown on a plat of said Cottage Farm made by Peter H. Kemper and adopted by him as a plat of his last will and testament, as will fully appears on the records of Wills of said County, together so much of the space east of said Lot as is contained between the lines of the part of said Lot conveyed. Extending east to the east line of said farm, said space being subject to the provisions of the Will of said Peter H. Kemper in regards to any right of way through or along the same Lot of in regard to the annexation, thereof to the same street so called, being know and numbered as Numbers 2513 - 2515 Stanton Avenue, Cincinnati, Ohio 45206.

Prior Deed Book Reference: Official Record Book 11240, page 1391  
Hamilton County, Ohio Deed Records

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Hamilton County Land Reutilization Corporation, an Ohio non-profit, community improvement corporation organized pursuant to Ohio Revised Code Chapter 1724 and existing under the laws of the State of Ohio, successors and assigns forever, as fully and completely as the said Dusty Rhodes as such County Auditor, acting as agent for the State of Ohio, by virtue of the statute made and provided for cases, might or should sell and convey the same.

I, Dusty Rhodes, County Auditor of Hamilton County, Ohio, acting as agent for the State of Ohio have hereunto set my hand this 2nd day of February, 2014.



Dusty Rhodes  
County Auditor of Hamilton County, Ohio  
Acting as Agent for the State of Ohio

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, that on this 7 day of February, 2014  
before me the subscriber, a Notary Public in and for the State of Ohio, personally came the  
above-named Dusty Rhodes, as County Auditor of Hamilton County and agent for the State of  
Ohio, the Grantor in the foregoing Deed, and acknowledged the signing of the same to be his  
voluntary act and deed, as such County Auditor and agent for the State of Ohio, for the uses and  
purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my  
official seal on the day and year last aforesaid.

**SUSAN SILVER**  
ATTORNEY AT LAW  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION HAS NO EXPIRATION DATE  
SECTION 14743 O.R.C.

  
\_\_\_\_\_  
Notary Public – State of Ohio

This instrument prepared by Charles Anness, Assistant Prosecuting Attorney, Hamilton County,  
Ohio.

Approved as to Form:

  
\_\_\_\_\_  
Charles Anness  
Assistant Prosecuting Attorney

Convey. number: 11794  
Deed number: 219318  
Inst. number: 222423  
Transfer date: 09/21/2010  
Sec. 319.02, R.C.  
Sec. 322.12 R.C.  
County Recorder  
Hamilton County Auditor  
State seal: 4.00  
Permit fee: 5.00  
Transfer fee: 1.00  
Conveyance fee: 4.00  
Fee total: 13.00

Wayne Coates  
Hamilton County Recorders Office  
Doc #: 10-0110861 Type: DE  
Filed: 09/21/10 02:15:34 PM \$28.00  
Off.Rec.: 11535 01901 F 2 461

## Quit Claim Deed

RECEIVED BY HAMILTON COUNTY RECORDER  
1153501901F

State of Ohio

Hamilton County

Know All Men, By These Presents, Affordable American Homes LLC herein referred to as "Grantor(S)" whose address is P.O. Box 892 Dublin OH 43017 City of Dublin, County of Franklin, State of Ohio, for the consideration of the sum of Four thousand dollars (\$4000.00) received in full satisfaction in the form of same value in another house exchanged for part payment of this and other valuable considerations paid, grants with quit claim covenants to FREDERICK A. MOORE JR. herein after referred to as "grantee(s)" whose address is 461 HIGHLAND AVENUE, WARREN OH 44485 the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, enfeoffed released and confirmed and by these presents both grant, bargain, sell, alien, eneo, release and confirm unto the Grantee, for Grantee's life, remainder to the survivor of Grantee, the following described property; Situated in the City of Cincinnati, County of Hamilton, State of Ohio and described as follows: PARCEL 1: BEING THE NORTH 25 FEET OF LOT NO. 14 OF PETER H. KEMPER'S SUBDIVISION OF COTTAGE FARM, AS RECORDED IN WILL BOOK 14, PAGE 460 OF THE PROBATE COURT RECORDS OF HAMILTON COUNTY, OHIO. SAID PROPERTY FRONTS 25 FEET ON THE WEST SIDE OF STANTON AVENUE, 225 FET NORTH OF CENTERLINE OF MCMILLIAN STREET, AND EXTENDS WESTWARDLY BETWEEN PARALLEL LINES 155 FEET.

PARCEL 2: Situated in the City of Cincinnati, County of Hamilton, State of Ohio and more particularly described as follows:

ALL THAT CERTAIN LOT OR LAND BEGINNING AT A POINT ON THE EAST LINE OF PETER H. KEMPER'S SUBDIVISION, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF LOT 15 OF SAID SUBDIVISION AND WEST LINE OF STANTON AVENUE; THENCE NORTH ALONG SAID WEST LINE OF STANTON AVENUE 30 FEET; THENCE EXTENDING BACK WESTWARDLY THE SAME WIDTH, PARALLEL WITH SAID SOUTH LINE OF LOT 15, 155 FEET TO THE DAVIES LOT; BEING THE SOUTHERLY 30 FEET OF LOT 15 AS SHOWN ON A PLAT OF SAID COTTAGE FARM SUBDIVISION MADE BY PETER H. KEMPER AND ACCEPTED BY HIM AS A PART OF HIS LAST WILL AND TESTAMENT AS SAID PLAT IS RECORDED IN WILL BOOK 14, PAGE 460 OF THE WILL RECORDS OF THE PROBATE COURT OF HAMILTON

11535 1901

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Map -

Book, Page 11535.1901 Page: 1 of 2  
CAGIS -

Description: Hamilton, OH Document -  
Order: 996819 Comment:

COUNTY, OHIO. Parcel Nos: 070-0002-0075-00 & 070-0002-0076-00

AKA: 2517 Stanton Avenue, Cincinnati, OH 45206

Subject To All covenants, restrictions, easements, conditions, and rights appearing of record;  
And Subject to any state of facts an accurate survey would show.

To Have And To Hold said premises, with the appurtenances thereunto belonging, to the said Grantee (s), and to the heirs and assigns of said Grantee (s), forever.

And The Said Grantor, and his successors, hereby covenants with the said Grantee (s), and assigns of said Grantee (s), that said premises are free and clear from all encumbrances, whatsoever, by, from agreements, covenants and conditions of record;

and Except any state of facts with which would be disclosed by an accurate survey of the premises herein conveyed.

Said Grantor, and his successors, hereby further covenants that said Grantor, and his successors, will Forever Warrant And Defend the Same with the appurtenances thereunto belonging, unto said Grantee (s), and the heirs and assigns of said Grantee (s), against lawful claims of all persons claiming by, from, through, or under the said Grantor herein.

IN WITNESS WHERE OF, the Grantors Amardeep Makkar as a Grantor/seller and as founder member/owner of Affordable American Homes LLC as its officer duly authorized agent who hereby release their respective rights of dower herein, If any, have caused their names to be subscribed hereunto set her hands, 16th day of September 2010.

Signed and Acknowledged by:

Amardeep Makkar

Affordable American Homes LLC

Signed and Acknowledged in the presence of

State of OHIO, County of Franklin

Be it remembered that, on this 16 day of Sept 2010 before me the subscriber, personally came and appeared before me above- named representative of Affordable American Homes LLC known to be the Grantors in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

In testimony wherefore, I have hereunto signed my name and affixed my official seal this 16 day of Sept 2010.

My Commission expires (month/day) Jan 28 (year) 2012.



MELISSA OLDAKER  
Notary Public  
My Commission Expires:  
January 28, 2012

[Signature]  
NOTARY PUBLIC

Prepared By: Amardeep Makkar P.O. Box 892 Dublin OH 43017

11535 1902



DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Map - 9/6/13

CAGIS -

Wayne Coates  
Hamilton County Records Office  
Doc #: 13-0125263 Type: DE  
Filed: 09/06/13 10:21:16 AM \$28.00  
Off.Rec.: 12409 00953 F #27 1 199

1240900953F

Auditor's Parcel No. 70-2-97

### GENERAL WARRANTY DEED

RICHARD A. HORDINSKI and KAREN HORDINSKI, husband and wife, hereinafter referred to as Grantor(s), of Hamilton County, Ohio for valuable consideration, paid, grant(s), with general warranty covenants to, AGID PROPERTIES, LLC, an Ohio Limited Liability Company, whose tax-mailing address is P. O. Box 19701, Cincinnati, Ohio 45206 the real property as more particularly described as follows:

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and more particularly described as follows:

Fronting 25 feet on the East side of Spring Street (now Hemlock) and running back between parallel lines 135 feet, and lying 215 feet North of McMillan Street, and being known and designated as the South one-half of Lot 5 in E. A. Coleville's Plat of Subdivision, and numbered as 2520 Hemlock Street, Cincinnati, Ohio.

Subject to easements and restrictions of record, and taxes and assessments, if any, due and payable for December, 2013, and thereafter.

Being the property conveyed to the Grantor(s) herein by instrument recorded on Official Record 10283, Page 1169, in the Official Records of Hamilton County, Ohio.

Signed and acknowledged this 6<sup>th</sup> day of September, 2013.

  
RICHARD A. HORDINSKI

  
KAREN HORDINSKI

STATE OF OHIO )  
 ) SS:  
COUNTY OF HAMILTON )

BE IT KNOWN, That on this 6<sup>th</sup> day of September, 2013, before me, the subscriber, a Notary Public in and for said County and State, personally came Richard A. Hordinski and Karen Hordinski, husband and wife, Grantor(s) in the foregoing deed, known to me and whose identities were proven by satisfactory evidence and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I HAVE hereunto subscribed my name and affixed my seal on this day and year aforesaid.



Prepared by:  
John R. Meckstroth, Jr.  
Attorney at Law  
114 East Ninth Street  
Cincinnati, Ohio 45202

JOHN R. MECKSTROTH, JR.  
Attorney at Law  
Notary Public, State of Ohio 296656  
My Commission Expires 09/06/2013  
Date: 09/06/2013  
Sec. 322.02 R.C.  
Dusty Rhodes  
Hamilton County Auditor  
Sales amount: 3,500  
Permissive fee: 7.00

Transfer fee: 0.50  
Conveyance fee: 3.50  
Fee total: 11.00

3

Wayne Coates  
 Hamilton County Records Office  
 Doc #: 14-0001340 Type: DE  
 Filed: 01/06/14 02:36:36 PM \$36.00  
 Off.Rec.: 12503 02473 F M27 3 486  
 1250302473Fb

FR12002851

REO #969760

### Limited Warranty Deed

This Deed is from Federal Home Loan Mortgage Corporation, a corporation organized and existing under the laws of the United States of America ("Grantor"), to AGID Properties, LLC, ("Grantee")

For value received, Grantor hereby grants, remises, aliens and conveys unto Grantee, and to Grantee's heirs and assign forever, but without recourse, representation or warranty, except as expressed herein, all of grantor's right, title and interest in and to that certain tract or parcel of land commonly known as 2516-2518 Hemlock Street, Cincinnati, OH 45206 and situated in the City of Cincinnati, County of Hamilton, State of Ohio, described as follows (the "Premises"):

SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN.

Subject to easements and restrictions of record.

Permanent Parcel #: 070-0002-0063-00

Tax Mailing Address: PO BOX 19701 CINCINNATI, OH 45219

Prior Instrument Reference: Book 12112 Page 1482 of the Official Records of Hamilton County, Ohio.

Convey Number:  
 Deed Number: 306033  
 Assn. Number: 304011  
 Transfer Fee: 01/06/2014  
 Sec. 319.002, R.C.  
 Sec. 322.02 R.C.  
 Early Release  
 Hamilton County Auditor  
 Sale amount: 0  
 Penalties fee: 0.00

And Grantor, for itself and its successors does covenant, promise and agree, to and with Grantee, Grantee's heirs and assigns, that Grantor has not done or caused anything whereby the Premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that Grantor will specially warrant title to the Premises, against all persons lawfully claiming or who may claim the same, by, through or under Grantor but not otherwise.

Dated this 6 day of December, 2013.

**Federal Home Loan Mortgage  
Corporation  
by Lerner Sampson & Rothfuss as  
Attorney in Fact**

by: [Signature]  
Andrew M. Top, Assistant Secretary  
POA Recorded: O.R. 11828 and Page  
01578

STATE OF OHIO)

SS:

COUNTY OF HAMILTON)

**BE IT REMEMBERED**, That on this 6 day of December, 2013 before me, the subscriber, a Notary Public in and for said County and State, personally came, Andrew M. Top, Assistant Secretary of Lerner Sampson & Rothfuss, as Attorney in Fact for Federal Home Loan Mortgage Corporation, the Grantor in the foregoing Deed, and acknowledged the signing thereof to be his/her voluntary act and deed and the voluntary act and deed on behalf of the corporation.

**IN TESTIMONY THEREOF**, I have hereunto subscribed my name and affixed my Official seal on the day and year last aforesaid.



KATHLEEN WARREN  
Notary Public, State of Ohio  
My Commission Expires  
July 30, 2018

[Signature]  
Notary Public

My Commission expires: \_\_\_\_\_

This instrument was prepared by:  
Lerner, Sampson & Rothfuss  
120 East Fourth Street  
Cincinnati, OH 45202

## EXHIBIT "A"

Situated in Section 8, Township 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 4 of E.A. Collville's Subdivision, recorded in Plat Book 2, Page 91 of the Hamilton County Recorder's Office, and being more particularly described as follows:

Beginning at a point in the easterly right-of-way of Hemlock Street, North 00° 30' 00" East, 174.09 feet from the northerly right-of-way of East McMillan Street, thence northeasterly with the easterly line of Hemlock Street, North 00° 30' 00" East, 40.91 feet to the northwesterly corner of Lot 4, also a corner of Richard and Karen Hordinski (OR 10283, PG. 1169);

thence southeasterly with the north line of Lot 4 and Hordinski's south line, South 89° 30' 00" East, 135.00 feet to a set 5/8" iron pin and cap at the northeasterly corner of Lot 4, said corner being in the westerly line of Joseph Wiggins (OR. 7221, PG. 633);

thence southwesterly with the east line of Lot 4 and the westerly line of Joseph Wiggins and also Roberto Ramirez Tr. (OR 9036, PG.1215), South 00° 30' 00" West, 50.00 feet to the southeasterly corner of Lot 4, said corner being North 0.10 feet and West 0.68 feet from an existing iron pin and cap, and also being the northeasterly corner of Lot 1;

thence northwesterly with the north line of Lot 1 and Lot 2, owned by Walnut Hills Redevelopment Foundation Inc. (OR. 6362, PG. 245). North 89° 30' 00" West, 85.00 feet to the northwesterly corner of Lot 2, said corner being North 0.02 feet and West 0.19 feet from an existing iron pin and cap;

thence northeasterly with a new division line, North 00° 30' 00" East, 9.09 feet to a set 5/8" iron pin and cap;

thence northwesterly with a new division line, North 89° 30' 00" West, 50.00 feet to the point of beginning, containing 0.1445 acres of land, more or less.

Being the same land described in Official Record 7235, Page 1717, as recorded in Hamilton County, Ohio records.

Subject to all legal rights-of-way, easements, covenants, and restrictions of record and or existence.

Being the result of a survey, dated March 5th, 2008, made by Eric M. Arnold P.S., Ohio Reg. No. 8276, of Parcel Numbers 70-2-96 of the Hamilton County, Ohio Tax Maps.

Bearings for this description are based on Plat Book 2, Page 91.

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Map -

CAGIS -

NON-CONFORMING DOCUMENT  
ADDITIONAL RECORDING FEE  
(ORC §17.114)

## Know All Men by These Presents

That Fred Orth and Marlene Miner whose address is 926 Morris Street, Cincinnati, Ohio 45206 in consideration of \$1.00 (one dollar) to them paid by Walnut Hills Redevelopment Foundation whose address is 2505 May Street, Cincinnati, Ohio 45206 do hereby Remise, Release and Forever Quit Claim to the said Walnut Hills Redevelopment Foundation their heirs and assigns forever, the following described Real Estate situate in the City of Cincinnati, in the County of Hamilton, and State of Ohio the property better known and described as

Plat Book 70, Page 2, Parcel 133

Situate in the City of Cincinnati, County of Hamilton, Ohio, and being part of Lots 13 and 14 of P. H. Kemper's Subdivision in Probate Court Will Book 14, page 460 of the Records of Probate Court of Hamilton County, Ohio, and being more particularly described as follows:

In the southeast corner of the southwest quarter of Section 8, Township 3, Fractional Range 2, fronting 20 feet and 10 inches on the west side of Stanton Avenue, formerly Lane Street, 79 feet 5 inches north of the northwest corner of Stanton and McMillan Streets, with a depth between parallel lines of 45 feet and being the north part of the lot heretofore conveyed to Louisa C. Randing by G. F. Becker and wife by deed dated June 10, 1902.

Prior Deed Reference: Deed Book 11788, page 1379  
Hamilton County, Ohio Deed Records

To Have and to hold said premises, with all the privileges and appurtenances thereunto belonging, to said Fred Orth and Marlene Miner, husband and wife, their heirs and assigns forever.

In Witness Whereof, the said Fred Orth and Marlene Miner, husband and wife, do hereby release their right in said premises, have hereunto set their hand, this 4th day of May, 2013.

Signed and acknowledged in presence of:

Fred Orth  
Fred Orth

Marlene Miner  
Marlene Miner

Hamilton County Records Office  
Doc #: 13-0059968 Type: DE  
Filed: 05/06/13 11:25:31 AM \$28.00  
Off. Rec. #: 12306 01314 F 1 353



DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Map - 576/13

CAGIS - 12

State of Ohio, Hamilton County, SS:

Be it remembered that on this 4th day of May, 2013, before me a notary public in and for said county, personally came Fred Orth and Marlene Miner the grantors in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

Witness my official signature and seal on the day last above mentioned.

Lisa L. Sloum

This Instrument prepared by Paul Orth  
Doc. number: 50009  
Deed number: 285182  
Instr. number: 288206  
Transfer date: 05/06/2013  
Sec. 319.202 R.C.  
Sec. 322.02 R.C.  
Dusty Rhodes  
Hamilton County Auditor  
Sales amount: 2.000  
Permit fee: 4.00

b1152501839Fb

468

The City's acquisition of the real property herein described was authorized by Ordinance No. 258-2009 passed on September 10, 2009.

Executed on September 7<sup>th</sup>, 2010.

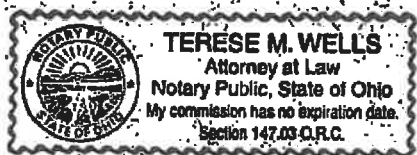
Sammie Gerald  
SAMMIE GERALDS

Flossie M. Gerald  
FLOSSIE M. GERALDS

STATE OF OHIO            )  
                                  ) SS:  
COUNTY OF HAMILTON    )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of September, 2010 by SAMMIE GERALDS and FLOSSIE M. GERALDS.

Terese M. Wells  
Notary Public  
My commission expires: \_\_\_\_\_



Approved as to Form:

Patricia D. Braxton  
Assistant City Solicitor

This instrument prepared by:  
Patricia D. Braxton  
Office of the City Solicitor  
801 Plum Street, Suite 214  
Cincinnati, Ohio 45202

Transfer fee: 0.50  
 Conveyance fee: 0.00  
 Fee total: 0.50

Hamilton County Auditor  
 Sales amount: 0  
 Documentary fee: 0  
 Sec. 322.02 R.C.  
 Sec. 319.202 R.C.  
 Transfer date: 05/07/2010  
 Instr. number: 212126  
 Deed number: 208999  
 Convey. number:

Wayne Coates  
 Hamilton County Recorders Office  
 Doc #: 10-0050833 Type: DE  
 Filed: 05/07/10 02:26:00 PM \$28.00  
 Off.Rec.: 11425 01787 F C22 2 382

1142501787Fb

**GENERAL WARRANTY DEED**  
**Statutory Form ORC 5302.08**

Darryl Terrell, married, whose spouse is Lois Celeste Terrell for valuable consideration paid, grants with general warranty covenants, to the City of Cincinnati, whose tax mailing address is 801 Plum Street, City Hall, Cincinnati, Ohio 45202, the following real property:

All that certain lot of land in Section 8, Township 3, Fractional Range 2, Miami Purchase, Hamilton County, Ohio, in the City of Cincinnati, being part of Lot 13 as shown on the plat of Cottage Farm as made by Peter H. Kemper and recorded in book 1, Page 366 Probate Court Records of Hamilton County, and being more particularly described as follows:

Beginning at a point in the north line of McMillan Street 75 feet west of the west line of Stanton Avenue (formerly Line Street); thence running northwardly parallel with Stanton Avenue 100 feet; thence running westwardly parallel with McMillan Street 26.67 feet; thence running southwardly 100 feet to a point in the north line of McMillan Street, distant 26.97 feet westwardly from the place of beginning, said point being in the line of the west side of a brick wall; thence running eastwardly 26.97 feet to the place of beginning.

Prior Deed Reference: Official Record Book 11054, Pages 1694-1696 of the Hamilton County Recorder's office.

Lois Celeste Terrell, wife of the grantor, releases all rights of dower herein.

Executed May 7<sup>th</sup> 2010.

BBP: 070-0002-0068-00

DESCRIPTION ACCEPTABLE  
 HAMILTON COUNTY ENGINEER

Tax Map -

CAGIS

Darryl Terrell

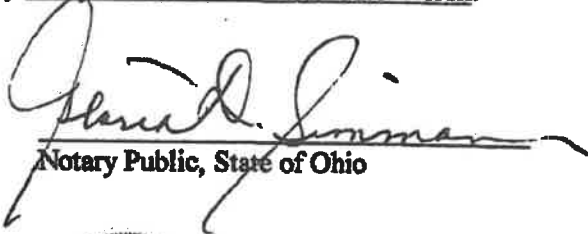
Lois Celeste Terrell

11425 1787



State of Ohio, County of Hamilton, SS:

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of May, 2010 by Darryl Terrell and Lois Celeste Terrell.

  
Notary Public, State of Ohio

APPROVED AS TO FORM:

  
Assistant City Solicitor



Gloria D. Simmons  
Notary Public, State of Ohio  
My Commission Expires 02-11-2012

This instrument was prepared by:  
Dorothy N. Carman, Attorney at Law, Assistant City Solicitor  
City of Cincinnati, Department of Law

11425 1788

Transfer fee: 0.50  
 Conveyance fee: 0.00  
 Fee total: 0.50

Convey number: 362996  
 Deed number: 365859  
 Instr. number: 08/13/2015  
 Transfer date: 08/13/2015  
 Sec. 319.202, R.C.  
 Sec. 322.02, R.C.  
 County Auditor  
 Hamilton County Auditor  
 Sales amount: 0  
 Permissive fee: 0.00

Wayne Coates  
 Hamilton County Recorders Office  
 Doc #: 15-0085973 Type: NCDE  
 Filed: 08/13/15 11:41:44 AM \$0.00  
 Off.Rec.: 12967 01251 F L31 3 224

1296701251Fb

(ABOVE LINE FOR RECORDER'S USE ONLY)

### SHERIFF'S DEED

Ohio Revised Code §§ 323.65-323.79

#### KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Property (as hereinafter defined), having become and being delinquent for the non-payment of taxes, assessments, penalties, interest and/or costs and being abandoned land and/or vacant land as defined in Ohio Revised Code Section 323.65, was ordered to be transferred to HAMILTON COUNTY LAND REUTILIZATION CORPORATION without appraisal or public auction and without consideration pursuant to Ohio Revised Code Section 323.73(G), as will fully appear by the records of the Hamilton County Board of Revision and Hamilton County Clerk of Courts in Case No. RF1400015;

NOW THEREFORE, JIM NEIL, SHERIFF OF HAMILTON COUNTY, OHIO, pursuant to the Adjudication of Foreclosure entered on June 15, 2015 in favor of Robert A. Goering, Treasurer of Hamilton County, Ohio for unpaid delinquent taxes, assessments, penalties, interest and/or costs, and the Confirmation and Order of Transfer entered on June 23, 2015, does hereby GRANT, SELL AND CONVEY unto HAMILTON COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit corporation organized under Chapter 1724 of the Ohio Revised Code with an address of 3 East Fourth Street, Suite 300, Cincinnati, Ohio 45202 ("Transferee"), and its successors and assigns forever, all the rights, title and interest of the parties in Case No. RF1400015 pending before the Hamilton County Board of Revision, which case is captioned *Robert A. Goering, Treasurer of Hamilton County, Ohio v. Lisa L. Hines, et al.*, and all pleadings therein incorporated herein by reference, in and to the lands and tenements situated in the County of Hamilton and State of Ohio, known and described as follows ("Property"):

#### SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD said Property, with all the privileges and appurtenances thereunto belonging, to said Transferee, its successors and assigns forever, as fully and completely as said Sheriff, by virtue of the above-described statute and case, might or should sell and convey said Property. Upon transfer of said Property to Transferee, all liens for taxes due as

of the date of this Sheriff's Deed, and all liens subordinate to such liens for taxes, shall be deemed satisfied and discharged.

Prior Owner: Lisa L. Hines

Auditor Parcel Number: 070-0002-0071 *SA*

Prior Instrument Reference: Official Record Volume 09588, Page 01187,  
Hamilton County, Ohio Records

Common Street Address: 2509 Stanton Avenue, Cincinnati, Ohio 45206

Executed officially this 16 day of JULY, 2015.

Executed upon presentation  
in accordance of ORC 2329.36  
without review.

*Jim Neil*  
JIM NEIL, SHERIFF OF  
HAMILTON COUNTY, OHIO

STATE OF OHIO )  
COUNTY OF HAMILTON ) SS:

The foregoing instrument was acknowledged before me this 16 day of JULY, 2015,  
by JIM NEIL, SHERIFF OF HAMILTON COUNTY, OHIO.

*[Signature]*  
Notary Public



JEFFREY S. HARVEY  
Notary Public, State of Ohio  
My Commission Expires  
December 22, 2018

This Instrument Prepared By:  
Joseph E. Lehnert, Esq.  
Keating Muething & Klekamp PLL  
One East Fourth Street, Suite 1400  
Cincinnati, Ohio 45202  
(513) 579-6400

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Being a part of Lot No. 14 of Peter H. Kemper's Cottage Farm Subdivision, as per plat recorded in Will Book 14, page 460 of the Probate Court Records of Hamilton County, Ohio, and more particularly described as follows:

Beginning at a point on the west side of Stanton Avenue, 100 feet north of the north line of McMillan Street; running thence westwardly along the south line of said Lot No. 14, a distance of 155 feet to the southwest corner of said Lot 14; thence northwardly along the west line of said lot, a distance of 30 feet to a point; thence eastwardly parallel to the south line of said lot a distance of 155 feet to the west line of Stanton Avenue, a distance of 30 feet to the place of beginning; excepting therefrom a strip of ground 3 inches by 45 feet heretofore conveyed by Hannah Crowley to Louise C. Rendigs by deed recorded in Deed Book 982, page 153 of said county records.

Said exception of three (3) inches by forty-five (45) feet being located at the Southeasterly corner of the above described premises.

6154896.1

CONDITIONAL APPROVAL  
EXCEPTION(S) IN DESCRIPTION  
HAMILTON COUNTY ENGINEER

Tax Map -

7/13/15 RC

Convey. number: 266017  
Inst. number: 262092  
Transfer date: 08/04/2012  
Sec. 319.202, R.C.  
Sec. 322.02 R.C.  
County Auditor  
Hamilton County Auditor  
Sales amount: 0  
Permitive fee: 0.00  
Transfer fee: 0.00  
Conveyance fee: 0.00  
Fee total: 0.00

Wayne Coates  
Hamilton County Records Office  
Doc #: 12-0102408 Type: DE  
Filed: 08/14/12 08:05:03 AM \$28.00  
Off.Rec.: 12091 00508 F FD 2 96

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Map -

CAGIS -

8th Series Index: 70 / 340  
A/O: 070 0002 0072

Sale # 128

AUDITOR'S DEED  
(Forfeited land Sale)

Rev. Code, Secs. 5721.09; 5723, .05, .06, .07, .10, .12.

KNOW ALL MEN BY THESE PRESENTS: That whereas, the Real Estate hereinafter described having become and being delinquent for the nonpayment of taxes, assessments, penalties, interest and costs, was forfeited to the State of Ohio, as will fully appear by the records of the Court of Common Pleas, and of the County Auditor of Hamilton County, Ohio; Case No. A0907283; and

WHEREAS, said County Auditor, after the lapse of time as provided by law caused notice of the sale of said forfeited land to be advertised once a week for two consecutive weeks prior to the date fixed by law, on the 8<sup>th</sup> day of May, 2012 and 15<sup>th</sup> day of May, 2012, attended at the Courthouse of said County and from day to day offered said Real Estate for sale at public auction on, 11<sup>th</sup> day of June, 2012 and the 12<sup>th</sup> day of June, 2012, to the highest bidder, in manner and form provided by law;

Fred Orth and Marlene Miner, husband and wife, bid for said Real Estate the sum of Five Dollars (\$5.00), which sum being the highest bid offered and the best price obtainable, the County Auditor, acting as agent for the State of Ohio, then and there sold said Real Estate to the said Fred Orth and Marlene Miner, husband and wife, for said sum, and thereupon gave to said purchaser, a Certificate of Sale, as required by law, which Certificate of Sale has been produced and returned to the said County Auditor.

NOW, THEREFORE, I, Dusty Rhodes, as County Auditor of Hamilton County, Ohio, acting as agent for the State of Ohio, in consideration of the premises and the payment of the sum of Five Dollars (\$5.00), and the additional statutory fees for transfer and recording as listed on the Certificate of Sale as provided by law, do hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Fred Orth and Marlene Miner, husband and wife, whose address is 926 Morris Street, Cincinnati OH 45206, their heirs and assigns forever, the Real Estate sold as aforesaid and situated in the City of Cincinnati, County of Hamilton and State of Ohio, and bounded and described as follows:

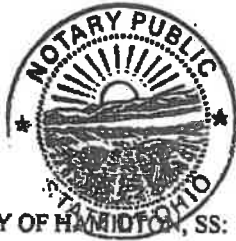
Plat Book 70, Page 2, Parcel 72

Situated in Southwest quarter of Section 8, Town 3, Fractional Range 2, of Miami Purchase, Hamilton County, Ohio, and more particularly described as follows: Being a part of Lot #14 of Subdivision of Cottage Farm made and adopted by Peter H. Kemper as part of his Last Will and Testament, as will fully appear in Will Book 14, Page 460, of the Will Records of Hamilton County, Ohio. Beginning at a point in the West line of Stanton Avenue 130 feet North of the North line of McMillan Street; thence West parallel with the South line of said Lot #14, 155 feet to a point in the West line of said Lot #14, thence North along the West line of said Lot #14 a distance of 20 feet; thence East parallel with the South line of said Lot #14 a distance of 155 feet to a point in the West line of Stanton Avenue; thence South along the West line of said Stanton Avenue 20 feet to the place of beginning. Prior Deed Book Reference: Official Record Book 10283, page 1167; Hamilton County, Ohio Deed Records.

12091 508

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Fred Orth and Marlene Miner, husband and wife, their heirs and assigns forever, as fully and completely as the said Dusty Rhodes as such County Auditor, acting as agent for the State of Ohio, by virtue of the statute made and provided for cases, might or should sell and convey the same.

I, Dusty Rhodes, County Auditor of Hamilton County, Ohio, acting as agent for the State of Ohio have hereunto set my hand this 24 day of JULY, 2012



Dusty Rhodes  
Dusty Rhodes  
County Auditor of Hamilton County, Ohio  
Acting as Agent for the State of Ohio

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, that on this 24 day of July, 2012 before me the subscriber, a Notary Public in and for the State of Ohio, personally came the above named Dusty Rhodes, as County Auditor of Hamilton County and agent for the State of Ohio, the Grantor in the foregoing Deed, and acknowledged the signing of the same to be his voluntary act and deed, as such County Auditor and agent for the State of Ohio, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Lawrence C. Baron  
Lawrence C. Baron, Attorney at Law  
Notary Public, State of Ohio  
My commission has no expiration date  
Section 147.03

Lawrence C. Baron  
Notary Public - State of Ohio

This instrument prepared by Lawrence C. Baron, Assistant Prosecuting Attorney, Hamilton County, Ohio

Approved as to Form:

Lawrence C. Baron

Lawrence C. Baron  
Assistant Prosecuting Attorney

12091 509

12892 01110

Transfer fee: 0.50  
Conveyance fee: 0.00  
Fee total: 0.50

Convey. number: 34409  
Deed number: 347288  
Instr. number: 05/12/2015  
Transfer date: Sec. 319.02, R.C.  
Sec. 322.02, R.C.  
Dwight Rhodes  
Hamilton County Auditor  
Sales amount: 0  
Permissive fee: 0.00

Wayne Coates  
Hamilton County Records Office  
Doc #: 15-0048202 Type: NCDE  
Filed: 05/12/15 11:30:17 AM \$0.00  
Off.Rec.: 12892 01110 F L31 3 279

61289201110-P

(ABOVE LINE FOR RECORDER'S USE ONLY)

### SHERIFF'S DEED

Ohio Revised Code §§ 323.65-323.79

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Property (as hereinafter defined), having become and being delinquent for the non-payment of taxes, assessments, penalties, interest and/or costs and being abandoned land and/or vacant land as defined in Ohio Revised Code Section 323.65, was ordered to be transferred to HAMILTON COUNTY LAND REUTILIZATION CORPORATION without appraisal or public auction and without consideration pursuant to Ohio Revised Code Sections 323.65(K) and 323.78, as will fully appear by the records of the Hamilton County Board of Revision and Hamilton County Clerk of Courts in Case No. RF1400003;

NOW THEREFORE, JIM NEIL, SHERIFF OF HAMILTON COUNTY, OHIO, pursuant to the Adjudication of Foreclosure entered on September 4, 2014 in favor of Robert A. Goering, Treasurer of Hamilton County, Ohio for unpaid delinquent taxes, assessments, penalties, interest and/or costs, and the Confirmation and Order of Transfer entered on October 21, 2014, does hereby GRANT, SELL AND CONVEY unto HAMILTON COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit corporation organized under Chapter 1724 of the Ohio Revised Code with an address of 3 East Fourth Street, Suite 300, Cincinnati, Ohio 45202 ("Transferee"), and its successors and assigns forever, all the rights, title and interest of the parties in Case No. RF1400003 pending before the Hamilton County Board of Revision, which case is captioned *Robert A. Goering, Treasurer of Hamilton County, Ohio v. Joan Chisley, et al.*, and all pleadings therein incorporated herein by reference, in and to the lands and tenements situated in the County of Hamilton and State of Ohio, known and described as follows ("Property");

SEE EXHIBIT "A" ATTACHED HERETO  
AND MADE A PART HEREOF

TO HAVE AND TO HOLD said Property, with all the privileges and appurtenances thereunto belonging, to said Transferee, its successors and assigns forever, as fully and

completely as said Sheriff, by virtue of the above-described statute and case, might or should sell and convey said Property. Upon transfer of said Property to Transferee, all liens for taxes due as of the date of this Sheriff's Deed, and all liens subordinate to such liens for taxes, shall be deemed satisfied and discharged.

Prior Owner: Joan Chisley, Louis Chisley and J.R. Chisley, Trustee

Auditor Parcel Number: 067-0002-0029-00

Prior Instrument Reference: Official Record Volume 9048, Page 5297,  
Hamilton County, Ohio Records

Common Street Address: 2525 Chatham Street, Cincinnati, OH 45206

Executed officially this 7 day of MAY, 2015.

Executed upon presentation  
in accordance of ORC 2329.36  
without review.

Jim Neil  
JIM NEIL, SHERIFF OF  
HAMILTON COUNTY, OHIO

STATE OF OHIO )  
COUNTY OF HAMILTON )

SS:

The foregoing instrument was acknowledged before me this 7 day of MAY, 2015, by JIM NEIL, SHERIFF OF HAMILTON COUNTY, OHIO.

Notary Public



JEFFREY S. HARVEY  
Notary Public, State of Ohio  
My Commission Expires  
December 22, 2018

This Instrument Prepared By:  
Geoffrey G. Leder, Esq.  
Keating Muething & Klekamp PLL  
One East Fourth Street, Suite 1400  
Cincinnati, Ohio 45202  
(513) 579-6400



**EXHIBIT A  
LEGAL DESCRIPTION**

Situate in the City of Cincinnati, County of Hamilton and State of Ohio and being known as Lot No. 37. The North half of Lot No. 36 and the South half of Lot No. 38 of Solomon Harvey's Subdivision, formerly recorded in Deed Book 151 page 631, Hamilton County Recorder's Office. Said real estate fronting 50 feet on Chatham Street and extending back at right angles 120 feet to Lane Street. Together with and subject to easements, restrictions, conditions, and covenants of record and subject of all legal highways.

5735831.1

**DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER**

Tax Map - 5/6/15 DTAGIS -

10.03 DE

4326 PAGE 1350

And the said Grantor, and its successors, hereby covenants with the said Grantee, and its successors and assigns, that said premises are free and clear from all encumbrances whatsoever, EXCEPT restrictions, easements, rights, reservations, exceptions, limitations, agreements, covenants and conditions of records, and except any state of facts which would be disclosed by an accurate survey of the premises herein conveyed.

Said Grantor and its successors, hereby further covenant that said Grantor, and its successors, will FOREVER WARRANT AND DEFEND the same with the appurtenances thereunto belonging, unto said Grantee, and its successors and assigns against the lawful claims of all persons.

IN WITNESS WHEREOF, the undersigned on the 6<sup>th</sup> day of November, 1985, has set his hand, for and on behalf of the Walnut Hills Redevelopment Foundation, Inc.

Signed, acknowledged and delivered in the presence of:

W. E. Simon  
Henry E. Woodard Jr.

WALNUT HILLS REDEVELOPMENT FOUNDATION, INC.

By:

Donald W. Lens  
Donald W. Lens,  
Executive Director

STATE OF OHIO :  
: ss.  
HAMILTON COUNTY :

BE IT REMEMBERED, That on this 6<sup>th</sup> day of November, 1985, before me, the subscriber, a Notary Public, in and for said state, personally came Donald W. Lens, Executive Director, Walnut Hills Redevelopment, Inc., the Grantor in the foregoing Deed, and acknowledged the signing thereof to be his and its voluntary act and deed, pursuant to authority of its board of directors.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and seal on this day and year aforesaid.

85 NOV 14 P 1 21

This instrument was prepared by Christine F. Chronis, Attorney at Law.

Henry E. Woodard Jr.  
HENRY E. WOODARD JR.  
NOTARY PUBLIC - STATE OF OHIO  
COMM. HAS NO EXP. DATE

FILED 4326 PAGE 1351

3  
Transfer Fee: 0.00  
Conveyance Fee: 0.00  
Fee Total: 0.00

Convey number: 31868  
Deed number: 31868  
Insl. number: 31868  
Transfer date: 03/28/2014  
Sec. 319.02 R.C.  
Sec. 322.02 R.C.  
Dusty Rhodes  
Hamilton County Auditor  
Sales amount: 0  
Permissive fee: 0.00

Wayne Coates  
Hamilton County Records Office  
Doc #: 14-0029494 Type: NCDE  
Filed: 03/28/14 02:34:17 PM \$0.00  
Off.Rec.: 12568 01548 F L31 3 327

1256801548Fb

8th Series Index:  
A/O: 067-0002-0027-00

Sale #

### HAMILTON COUNTY LAND REUTILIZATION CORPORATION AUDITOR'S DEED

Rev. Code, Secs. 5721.09; 5723, .04, .05, .06, .07, .10, .12.

KNOW ALL MEN BY THESE PRESENTS: That whereas, the Real Estate hereinafter described having become and being delinquent for the nonpayment of taxes, assessments, penalties, interest and costs, was forfeited to the State of Ohio, as will fully appear by the records of the Court of Common Pleas, and of the County Auditor of Hamilton County, Ohio; Case No. A1203699; and

WHEREAS, pursuant to Ohio Revised Code 5723.04 (B), at the request of the Hamilton County Land Reutilization Corporation organized under Chapter 1724 of the Ohio Revised Code, the County Auditor shall promptly transfer to such corporation by Auditor's Deed the fee simple title to the following forfeited real property;

THEREUPON, the land is deemed sold to the Hamilton County Land Reutilization Corporation for no consideration pursuant to Ohio Revised Code 5723.04 (B). The County Auditor, acting as agent for the State of Ohio, then and there sold said real estate to the said Hamilton County Land Reutilization Corporation and thereupon gave said purchaser a Certificate of sale, as required by law, which Certificate of Sale has been produced and returned to the said County Auditor.

NOW, THEREFORE, I, Dusty Rhodes, as County Auditor of Hamilton County, Ohio, acting as agent for the State of Ohio, for no consideration pursuant to Ohio Revised Code 5723.04 (B) and the additional statutory fee BARGAIN, SELL AND CONVEY unto the said Hamilton County Land Reutilization Corporation, an Ohio non-profit, community improvement corporation organized pursuant to Ohio Revised Code Chapter 1724 and existing under the laws of the State of Ohio, whose address is 299 East 6th Street, Suite 2A, Cincinnati, Ohio 45202, its successors and assigns forever, the Real Estate sold as aforesaid and situated in the City of Cincinnati, County of Hamilton and State of Ohio, and bounded and described as follows:

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Map -

2/5/14

CAGIS -

Plat Book 67, Page 2, Parcel 27

In the City of Cincinnati, County of Hamilton, and State of Ohio, to wit:

Beginning on the west side of Chatham Street at a point 204.62 feet north of McMillan Street; thence, north along the west line of Chatham Street 35.88 feet; thence, west 118.87 feet to the point in the east line of Stanton Avenue 240.47 feet north of McMillan Street; thence, south along Stanton Avenue 35.88 feet; thence, east parallel with McMillan Street 118.85 feet to the place of beginning, being part of Lots 35 and 36 of Solomon Harvey's Subdivision as recorded in Deed Book 161, page 632 of the Deed Records of Hamilton County, Ohio.

Prior Deed Book Reference: Official Record Book 3951, page 636  
Hamilton County, Ohio Deed Records

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Hamilton County Land Reutilization Corporation, an Ohio non-profit, community improvement corporation organized pursuant to Ohio Revised Code Chapter 1724 and existing under the laws of the State of Ohio, successors and assigns forever, as fully and completely as the said Dusty Rhodes as such County Auditor, acting as agent for the State of Ohio, by virtue of the statute made and provided for cases, might or should sell and convey the same.

I, Dusty Rhodes, County Auditor of Hamilton County, Ohio, acting as agent for the State of Ohio have hereunto set my hand this 7 day of February, 2014.



Dusty Rhodes  
Dusty Rhodes  
County Auditor of Hamilton County, Ohio  
Acting as Agent for the State of Ohio

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, that on this 7 day of February, 2014, before me the subscriber, a Notary Public in and for the State of Ohio, personally came the above-named Dusty Rhodes, as County Auditor of Hamilton County and agent for the State of Ohio, the Grantor in the foregoing Deed, and acknowledged the signing of the same to be his voluntary act and deed, as such County Auditor and agent for the State of Ohio, for the uses and purposes therein mentioned.

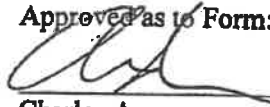
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

**SUSAN SILVER**  
ATTORNEY AT LAW  
NOTARY PUBLIC STATE OF OHIO  
MY COMMISSION HAS NO EXPIRATION DATE  
SECTION 147.03 O.R.C.

  
Notary Public - State of Ohio

This instrument prepared by Charles Anness, Assistant Prosecuting Attorney, Hamilton County, Ohio.

Approved as to Form:

  
Charles Anness  
Assistant Prosecuting Attorney

HAMILTON COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit by Hamilton County Land Reutilization Corporation Auditor's Deed recorded in/as OR Book 12568, Page 01545 and Document No. 14-0029493 (as to Parcel 1)

FREDERICK A. MOORE JR. by Quit Claim Deed recorded in/as OR Book 11535, Page 01901 and Document No. 10-0110861 (as to Parcel 2)

AGID PROPERTIES, LLC, an Ohio Limited Liability Company by General Warranty Deed recorded in/as OR Book 12409, Page 00953 and Document No. 13-0125263 (as to Parcel 3)

AGID PROPERTIES, LLC by Limited Warranty Deed recorded in/as OR Book 12503, Page 02473 and Document No. 14-0001340 (as to Parcel 4)

WALNUT HILLS REDEVELOPMENT FOUNDATION by Deed recorded in/as OR Book 12306, Page 01314 and Document No. 13-0059968 (as to Parcel 5)

CITY OF CINCINNATI, an Ohio municipal corporation by General Warranty Deed in/as OR Book 11525, Page 01839 and Document No. 10-0104558 (as to Parcel 6)

CITY OF CINCINNATI by General Warranty Deed in/as OR Book 11425, Page 01787 and Document No. 10-0050833 (as to Parcel 7)

HAMILTON COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit corporation by Sheriff's Deed recorded in/as OR Book 12967, Page 01251 and Document No. 15-0085973 (as to Parcel 8)

FRED ORTH AND MARLENE MINER, Husband and Wife by Auditor's Deed recorded in/as OR Book 12091, Page 00508 and Document No. 12-0102408 (as to Parcel 9)

HAMILTON COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit corporation by Sheriff's Deed recorded in/as OR Book 12892, Page 01110 and Document No. 15-0048202 (as to Parcel 10)

CINCINNATI METROPOLITAN HOUSING AUTHORITY by General Warranty Deed recorded in/as Deed Book 4326, Page 1350 (as to Parcel 11)

HAMILTON COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit by Hamilton County Land Reutilization Corporation Auditor's Deed recorded in/as OR Book 12568, Page 01548 and Document No. 14-0029494 (as to Parcel 12)



Herbert A. Nadel  
Hamilton County Recorder's Office  
Doc # 17-0109836 Type: DE  
Filed: 12/01/17 11:21:17 AM \$44.00  
Off. Rec.: 13555 01456 F 027 262



### GENERAL WARRANTY DEED

AGID PROPERTIES, LLC, an Ohio Limited Liability Company, hereinafter referred to as Grantor(s), for valuable consideration, paid, grant(s), with general warranty covenants to, WAYNE ST HOLDINGS, LLC, an Ohio Limited Liability Company, whose tax-mailing address is 359 Resor Avenue, Cincinnati, OH 45220, the real property as more particularly described on the attached Exhibit "A".

Subject to easements and restrictions of record, and taxes and assessments, if any, due and payable for December, 2017, and thereafter.

Signed and acknowledged this 21<sup>st</sup> day of November, 2017, by Edward Horgan and Marc Gillotti, Members of AGID Properties, LLC, pursuant to the authority of its Board of Members.

AGID PROPERTIES, LLC

By: Edward Horgan, member  
Edward Horgan, Member

By: Marc Gillotti, member  
Marc Gillotti, Member

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT KNOWN, That on this 21<sup>st</sup> day of November, 2017, before me, the subscriber, a Notary Public in and for said County, personally appeared Edward Horgan and Marc Gillotti, Members of AGID Properties, LLC, in the foregoing Deed, known to me and whose identities were proven by satisfactory evidence, and acknowledge the signing thereof to be their voluntary act and deed pursuant to the authority of its Board of Members.

IN TESTIMONY THEREOF, I HAVE hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Prepared by:  
John R. Meckstroth, Jr.  
Attorney at Law  
114 East Eighth Street  
Cincinnati, Ohio 45202



JOHN R. MECKSTROTH, JR.  
Attorney at Law  
Notary Public, State of Ohio  
My Commission has no Expiration  
Date: Section 147.03 O.R.C.

County number: 157508  
Deed number: 17-438156  
Inst. number: 17-438156  
Transfer date: 11/27/2017  
SAL: 319.002 R.C.  
SAL: 322.00 R.C.  
County Recs:  
Hamilton County Auditor  
State amount: 2.50  
CIS - Transfer Fee: 2.50  
Total: 5.00

EXHIBIT "A"

Parcel One 719 Wayne Street Parcel #68-3-(61-63) cons. *Sw*

All that lot of land situated in the City of Cincinnati, Hamilton County, State of Ohio, being Lot number One Hundred and Forty-six (146) on the plat of Stephen Kemper's Subdivision, as the same is recorded in Plat Book 1, page 18 of the said County records; said lot is 25 feet in front on the east side of Kenton Street, with a depth of one hundred (100) feet along the south side of Wayne Street. *63*

ALSO:

Situated in the City of Cincinnati, Hamilton County, Ohio and being all of Lot No. 144 on Plat of Kemper's Subdivision as the same is recorded in Plat Book 1, Pages 12 to 15 of the Hamilton County, Ohio Records. Said lot is 25 feet in front on the east side of Kenton Street with a depth of 100 feet and lies 25 feet south of Wayne Street. *62*

ALSO:

Situated in the City of Cincinnati, Hamilton County, Ohio and known as Lot No. 142 of Kemper's Subdivision as recorded in Plat Book 1, Pages 12 to 15 of the Hamilton County, Ohio Records. Said lot fronting 25 feet on the east side of Kenton Street by 100 feet deep. *61*

Prior Deed Reference: Official Record 12273, Page 2502

Parcel Two 2361 Concord Street Parcel #68-3-52 *Sw*

Situated in Walnut Hills, in the City of Cincinnati, County of Hamilton and State of Ohio, known as Lot No. 125 on the plat of Subdivision made by the devisees of Stephen Kemper, deceased, as shown in Plat Book 1, pages 12 through 15, inclusive, of the Hamilton County, Ohio, Records.

Prior Deed Reference: Official Record 12335, Page 3008

Parcel Three 717 E. McMillan Street Parcel #68-2-363 *Sw*

Situate in the County of Hamilton and State of Ohio and the City of Cincinnati, and more particularly described as follows:

Situate in the City of Cincinnati, Hamilton County, Ohio being all Lot No. 167 of the Stephen Kemper Subdivision as recorded in Plat Book 1, Page 12 of the Hamilton County, Ohio Plat Records. Said lot fronting 25 feet on the South side of McMillan Street and having a depth of 107 feet, being the same width in rear as in front.

Prior Deed Reference: Official Record 12534, Page 1323

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Map: *Urban A*

Plan: *Urban A*

Parcel Four

2508-2514 Hemlock Street Parcel #70-2-1596160

**TRACT I:**

Situated in Section 8, Township 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 3 of E.A. Collville's Subdivision, recorded in Plat Book 2, Page 91 of the Hamilton County Recorder's Office, and being more particularly described as follows:

Beginning at a point in the easterly right-of-way of Hemlock Street, North 00° 30' 00" East, 90.00 feet from the northerly right-of-way of East McMillan Street, said point being the northwesterly corner of Schuyler J. Smith, Tr. (OR 9976, Pg. 3055), thence northeasterly with the easterly line of Hemlock Street, North 00° 30' 00" East, 43.10 feet;

Thence southeasterly leaving Hemlock Street and with a new division line, South 89° 30' 00" East, 50.00 feet to a set 5/8" iron pin and cap in the westerly line of Lot 2, owned by Walnut Hills Redevelopment Foundation, Inc. (OR 6362, PG. 245);

Thence southwesterly with the westerly line of Lot 2, South 00° 30' 00" West, 43.10 feet to a set 5/8" iron pin and cap at the northeasterly corner of Schuyler J. Smith, Tr.,

Thence northwesterly with Smith's north line, North 89° 30' 00" West, 50.00 feet to the point of beginning, containing 0.0495 acres of land, more or less,

Being a part of the land described in Official Record 7235, Page 1717, as recorded in Hamilton County, Ohio records.

Subject to all legal rights-of-way, easements, covenants, and restrictions of record and or existence.

Being the result of a survey, dated March 5<sup>th</sup>, 2008, made by Eric M. Arnold P.S., Ohio Reg. No. 8276, of Parcel Number 70-2-63 of the Hamilton County Ohio Tax Maps. Bearings for the description are based on Plat Book 2, Page 91.

**TRACT II:**

Situated in Section 8, Township 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 3 and Lot 4 of E.A. Collville's Subdivision, recorded in Plat Book 2, Page 91 of the Hamilton County Recorder's Office, and being more

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Map - 11/2/08

CAGIS - 11/2/08

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Map -

11/22/72

CAGIS -

particularly described as follows:

Beginning at a point in the easterly right-of-way of Hemlock Street North 00° 30' 00" East, 133.10 feet from the northerly right-of-way of East McMillan Street, thence northeasterly with the easterly line of Hemlock Street, North 00° 30' 00" East, 40.99 feet;

Thence southeasterly leaving Hemlock Street and with a new division line, South 89° 30' 00" East, 50.00 feet to a set 5/8" iron pin and cap;

Thence southwesterly with a new division line for 9.09 feet, and also with the westerly line of Lot 2, owned by Walnut Hills Redevelopment Foundation Inc. (OR. 6362, PG. 245), South 00° 30' 00" West, a total distance of 40.99 feet to a set 5/8" iron pin and cap;

Thence North 89° 30' 00" West, 50.00 feet to the point of beginning, containing 0.0471 acres of land, more or less.

Prior Deed Reference: Official Record 12233, Page 2058

Parcel Five

2516-2518 Hemlock Street Parcel #70-2-63

Situated in Section 8, Township 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 4 of E.A. Colville's Subdivision, recorded in Plat Book 2, Page 91 of the Hamilton County Recorder's Office, and being more particularly described as follows:

Beginning at a point in the easterly right-of-way of Hemlock Street, North 00° 30' 00" East, 174.09 feet from the northerly right-of-way of East McMillan Street, thence northeasterly with the easterly line of Hemlock Street, North 00° 30' 00" East, 40.91 feet to the northwesterly corner of Lot 4, also a corner of Richard and Karen Hordinski (OR 10283, PG. 1169);

thence southeasterly with the north line of Lot 4 and Hordinski's south line, South 89° 30' 00" East, 135.00 feet to a set 5/8" iron pin and cap at the northeasterly corner of Lot 4, said corner being in the westerly line of Joseph Wiggins (OR. 7221, PG. 633);

thence southwesterly with the east line of Lot 4 and the westerly line of Joseph Wiggins and also Roberto Ramirez Tr. (OR 9036, PG. 1215), South 00° 30' 00" West, 50.00 feet to the southeasterly corner of Lot 4, said corner being North 0.10 feet and West 0.68 feet from an existing iron pin and cap, and also being the northeasterly corner of Lot 1;

thence northwesterly with the north line of Lot 1 and Lot 2, owned by Walnut Hills Redevelopment Foundation Inc. (OR. 6362, PG. 245), North 89° 30' 00" West, 85.00 feet to the northwesterly corner of Lot 2, said corner being North 0.02 feet and West 0.19 feet from an existing iron pin and cap;

thence northeasterly with a new division line, North 00° 30' 00" East, 9.09 feet to a set 5/8" iron pin and cap;

thence northwesterly with a new division line, North 89° 30' 00" West, 50.00 feet to the point of beginning, containing 0.1445 acres of land, more or less.

Prior Deed Reference: Official Record 12503, Page 2473

Parcel Six

2520 Hemlock Street

Parcel #70-2-97

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and more particularly described as follows:

Fronting 25 feet on the East side of Spring Street (now Hemlock) and running back between parallel lines 135 feet, and lying 215 feet North of McMillan Street, and being known and designated as the South one-half of Lot 5 in E. A. Colville's Plat of Subdivision, and numbered as 2520 Hemlock Street, Cincinnati, Ohio.

Prior Deed Reference: Official Record 12409, Page 953

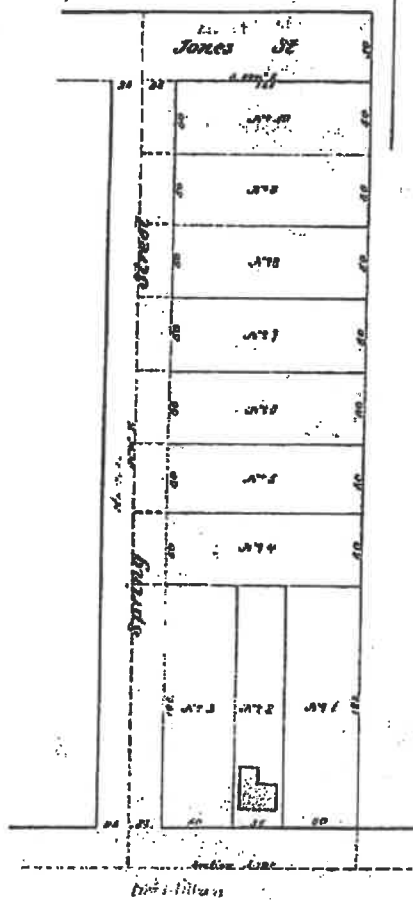
# E. A. Colville's Plat

Sec. 8, T. 3, R. R. 2.

Witnessed } May 24 1860

SCALE 80 FT PER INCH

J. S. Kemper  
Surveyor



We hereby adopt this as a correct plat of the Subdivision of Lot No. 1 of the division of the Davis Estate as the same is recorded in Book No. — Page — of the Hamilton County Records.

Charles E. Colville

by Samuel Davis, Atty in fact (S)

Elvira Ann Colville

by Samuel Davis, Atty in fact (S)

Cincinnati May 24 1860

State of Ohio  
Hamilton County } s.s.

Before me the undersigned a Notary Public within and for said County, came Charles E. Colville by Samuel Davis his Atty in fact, and Elvira Ann Colville, by Samuel Davis, her Atty in fact, and acknowledged the signing and sealing of the above to be their voluntary act and deed for the uses and purposes therein named.

Witness my hand and seal at Cincinnati this 24th day of May 1860



Charles E. Colville  
Notary Public  
Hamilton County, Ohio

492

**CHILD SUPPORT  
ENFORCEMENT AGENCY  
LIEN ON REAL ESTATE/PERSONAL PROPERTY**

**OBLIGOR:**

Ricky Moore

**OBLIGEE:**

Hamilton County  
Child Support Enforcement Agency

Rebecca Prem Groppa  
Hamilton County Recorders Office  
Doc # 1101701243 Type: NCCS  
Filed: 12/11/08 10:04:19 AM \$0.00  
Off.Rec.: 11017 01243 F H5 1 265



County Recorder Stamp

On 7/31/2003 a final and enforceable determination of default was declared pursuant to Ohio Revised Code Section 3121.035 by the above named Hamilton County Child Support Enforcement Agency, herein referred to as obligee, against the above-named obligor, whose date of birth is: 11/23/1956, and whose last known address is: 6628 Cambridge Avenue, Cincinnati, OH 45227 in Case Number 7008516713/P92-3894Z.

As of 12/08/2008, obligor has a child support arrearage in the amount \$53,820.85. Prospect amounts of child support paid, not paid when due, are judgments and accrue to the lien amount. This lien attaches to all real/personal property of the above-mentioned Obligor which is located or existing within the County of Hamilton, State of Ohio.

Ohio Revised Code Sections 3123.66 through 3123.78 governs all aspects of this lien, including its priority and enforcement. The lien remains in effect until released by the Hamilton County Child Support Enforcement Agency.

As an authorized agent of an agency responsible for implementing the child support enforcement program set forth in title IV, part D, of the federal Social Security Act (42 USC 641, et seq. ), the undersigned has authority provided by Ohio Revised Code Section 2301.43 to file this child support lien in any county in the State of Ohio. For additional information regarding this lien, including the pay off amount, please contact the authorized agency and reference its case number, both listed above.

Hamilton County Child Support Enforcement Agency  
222 East Central Parkway  
Cincinnati, Ohio 45202

EXECUTED BY:

(Authorized Agent)

DATE:

12/10/08  
(Signed)

11017 1243



**TRACY WINKLER  
HAMILTON COUNTY CLERK OF COURTS**

**COMMON PLEAS DIVISION**

**ELECTRONICALLY FILED  
June 28, 2013 08:44 AM**

**TRACY WINKLER  
Clerk of Courts  
Hamilton County, Ohio  
CONFIRMATION 261283**

**ROBERT A GOERING  
TREASURER HAMILTON  
COUNTY OHIO**

**A 1304629**

**vs.  
FREDERICK A MOORE JR**

**FILING TYPE: INITIAL FILING (FORECLOSURE-IN COUNTY)**

**PAGES FILED: 4**

**EPR200**





IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

ROBERT A. GOERING, TREASURER  
HAMILTON COUNTY, OHIO

Plaintiff

vs.

FREDERICK A. MOORE, JR.  
461 Highland Avenue  
Warren, Ohio 44485

JANE DOE, unknown spouse,  
of Frederick A. Moore, Jr.  
461 Highland Avenue  
Warren, Ohio 44485

THE UNKNOWN SURVIVOR OF  
FREDERICK A. MOORE, JR.  
Upon His Death  
Address Unknown

UNITED STATES OF AMERICA  
c/o U.S. Attorney  
221 E. Fourth Street  
Suite 400  
Cincinnati, Ohio 45202

UNITED STATES OF AMERICA  
c/o Attorney General of  
The United States  
Washington, D.C. 20530

DUGGAN FINANCIAL INC.  
c/o John B. Duggan II.  
its statutory agent  
11258 Cornell Park Drive  
Suite 600  
Cincinnati, Ohio 45242-1833

PAB FINANCIAL  
7616 Windy Knoll Drive  
Cincinnati, Ohio 45241

AFFORDABLE AMERICAN  
HOMES LLC.  
c/o Amadeep Mukkar, its statutory agent  
P.O. Box 892  
Dublin, Ohio 43017

Defendant

CASE NO.

COMPLAINT

1. Now comes the Plaintiff and states that he is the duly appointed, qualified and acting County Treasurer of Hamilton County, Ohio.

2. Plaintiff states that the parcel[s] of land have been certified as delinquent and filed with the Prosecuting Attorney as required by law, and that the sum of Three Thousand Seven Hundred Ninety and 25/100 Dollars (\$3,790.25) together with the accrued taxes, assessments, penalties and interest, payable subsequent to certification, including title examination fee and court costs, are due and unpaid, and are a first and prior lien against the property.

3. Defendant, Frederick A. Moore Jr., currently holds title to said real property by virtue of a deed recorded on September 21, 2010 at Official Record Book 11535, page 1901 of the deed records of Hamilton County, Ohio. A copy of the legal description is attached hereto and marked Exhibit "A".

4. The Plaintiff states that said land[s] are situated in Hamilton County and are described as follows:

**Parcel One**

Plat Book 70, page 2, parcel 75

Street Address: 2517 Stanton Avenue

Property Description: 70 2 75  
2517 STANTON AVE  
25 X 155  
PT LOT 14 P H KEMPERS SUB

**Parcel Two**

Plat Book 70, page 2, parcel 76

Street Address: 2519 Stanton Avenue

Property Description: 70 2 76  
2519 STANTON AVE  
30 X 155  
PT LOT 15 P H KEMPERS SUB

5. Plaintiff further states that the following named Defendant have or claim to have some interest in or lien upon said premises, to wit:

Duggan Financial Inc. claims an interest in the herein described real estate by virtue of a Mortgage from Richard D. Blankenbuehler and Linda M. Blankenbuehler dated April 10, 1995, in the amount of \$50,000.00, and recorded in Official Record Book 6728, page 1872, Hamilton County, Ohio Records.

The Unknown Survivor of Frederick A. Moore, Jr., upon his death, a named Defendant herein may have an interest in the real property which is the subject of this tax foreclosure suit by virtue of a life estate as stated in Official Record Book 11535, page 1901, Hamilton County, Ohio Records.

PAB Financial, a named Defendant herein, a named Defendant herein may have an interest in the real property which is the subject of this tax foreclosure suit by virtue of a Mortgage recorded at Official Record Book 6914, page 953, Hamilton County, Ohio Records.

Affordable American Homes, LLC., a named Defendant herein, may have an interest in the real property which is the subject of this tax foreclosure suit by virtue of a deed to Frederick A. Moore, Jr. recorded at Official Record Book 11535, page 1901, Hamilton County, Ohio Records.

United States of America, United States Attorney's Office for the Western District of Kentucky, named Defendants herein may have an interest in the real property which is the subject of this tax foreclosure suit by virtue of a lien or fine and/or restitution imposed pursuant to the Anti-Terrorism Act of 1996, against Fred Moore, Social Security # xxx-xx-1150, in the amount of \$500.00, Court Number 3:04CR-00028-001-S recorded March 10, 2006 at Official Record Book 10187, page 1408, Hamilton County, Ohio Recorder's Office.

but Plaintiff, not being fully advised as to the extent, if any, of such liens or claims, says that the same, if any, are inferior and subject to the lien of your petitioner, and prays that said defendants be required to set forth their liens or claims, or be forever barred from asserting same against the within described premises.

WHEREFORE, this Plaintiff prays that he be found to have a good and valid first lien on the within described premises, in the sum of Three Thousand Seven Hundred Ninety and 25/100 Dollars (\$3,790.25) and accrued taxes, assessments, penalties and interest payable subsequent to certification, including title examination fee and court costs; that each of the Defendant(s) be required to answer, setting up their interest, if any, in said premises or be forever barred from asserting same; that unless the amount found due this Plaintiff be paid within a reasonable time to be named by the Court, the equity of redemption shall be foreclosed and an order of sale issued to the Sheriff directing him to sell said premises as upon execution, as provided by law; and for such other and further relief as in law and equity this petitioner may be entitled.

JOSEPH T. DETERS  
PROSECUTING ATTORNEY  
HAMILTON COUNTY, OHIO



Lawrence C. Baron, 0022153P  
Assistant Prosecuting Attorney  
Hamilton County  
230 East Ninth Street, Suite 4000  
Cincinnati, OH 45202  
(513) 946-3003  
Fax: (513) 946-3010  
Larry.Baron@hepros.org  
ATTORNEYS FOR PLAINTIFF

## Exhibit A

### EXHIBIT A LEGAL DESCRIPTION

ST  
20

File No. N05-35735-COL

Parcel No. SEE EXHIBIT A

Situated in the City of Cincinnati, County of Hamilton, State of Ohio and described as follows:

#### PARCEL I:

BEING THE NORTH 25 FEET OF LOT NO. 14 OF PETER H. KEMPER'S SUBDIVISION OF COTTAGE FARM, AS RECORDED IN WILL BOOK 14, PAGE 460 OF THE PROBATE COURT RECORDS OF HAMILTON COUNTY, OHIO, SAID PROPERTY FRONTS 25 FEET ON THE WEST SIDE OF STANTON AVENUE, 225 FEET NORTH OF THE CENTERLINE OF MCMILLAN STREET, AND EXTENDS WESTWARDLY BETWEEN PARALLEL LINES 155 FEET.

→ Parcel 75

#### PARCEL II:

SITUATE IN THE CITY OF CINCINNATI, COUNTY OF HAMILTON, STATE OF OHIO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN LOT OR PARCEL OF LAND BEGINNING AT A POINT ON THE EAST LINE OF P.H. KEMPER'S COTTAGE FARM SUBDIVISION, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF LOT 15 OF SAID SUBDIVISION AND THE WEST LINE OF STANTON AVENUE; THENCE NORTH ALONG SAID WEST LINE OF STANTON AVENUE 30 FEET; THENCE EXTENDING BACK WESTWARDLY THE SAME WIDTH, PARALLEL WITH SAID SOUTH LINE OF LOT 15, 155 FEET TO THE DAVIES LOT; BEING THE SOUTHERLY 30 FEET OF LOT 15 AS SHOWN ON A PLAT OF SAID COTTAGE FARM SUBDIVISION MADE BY PETER H. KEMPER AND ACCEPTED BY HIM AS A PART OF HIS LAST WILL AND TESTAMENT AS SAID PLAT IS RECORDED IN WILL BOOK 14, PAGE 460, OF THE WILL RECORDS OF THE PROBATE COURT OF HAMILTON COUNTY, OHIO.

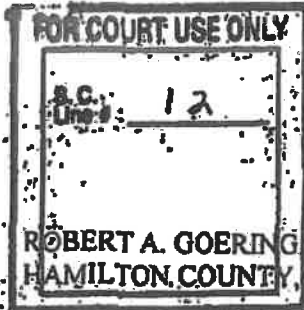
→ Parcel 76

Parcel Nos.: 070-0002-0075-00 & 070-0002-0076-00

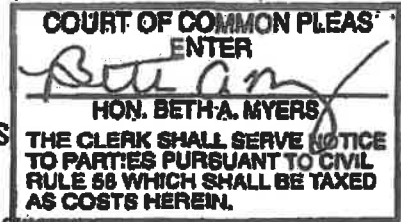
DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER  
Tax Map - 11-30-09 10  
CAGIS -

PREPARED BY: THE O'BRIEN LAW FIRM, LPA.  
LAKEHIDE TITLE AND ESCROW AGENCY, INC.  
6200 OAK TREE BLVD., SUITE 200  
INDEPENDENCE, OHIO 44131  
216-771-1272

11300 552



IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO



ROBERT A. GOERING TREASURER  
HAMILTON COUNTY, OHIO

Plaintiff

CASE NO. A1304629

(Judge Myers)

vs.

FREDERICK A. MOORE, JR., ET AL

Defendant

**JUDGMENT ENTRY AND  
DECREE FOR SALE**

ENTERED

JAN 02 2014



D104770568

The herein cause of action as set forth in the Complaint was submitted to the Court on the pleadings and the evidence, and on consideration thereof, the Court finds in its Decision that all defendants herein have been legally served with process, and have been duly notified of the pendency and prayer of the Complaint as prescribed by law, and that the equities of the case are with the plaintiff, and that there is due the plaintiff the following sums as taxes and assessments against the premises described in the Complaint herein:

**TAXES: \$ 4,229.00**

**TAX DUPLICATE DESCRIPTION:**

DESCRIPTION: 70 2 75  
2517 STANTON AVE  
25 155  
PT LOT 14 P H KEMPERS SUB

70 2 76  
2519 STANTON AVE  
30 X 155  
PT LOT 15 P H KEMPERS SUB

and that the said sums are the first and best liens against the premises therein described.

Accordingly, judgment is awarded for the taxes and other charges heretofore found due, in the sums hereinbefore stated, plus the sum of \$125.00 for preliminary foreclosure title report, and for all other necessary and proper costs

IT IS, THEREFORE, ORDERED AND DECREED that unless the defendants shall within ten days of the entry of this Decree pay or cause to be paid to the Clerk of this Court, the costs in this cause incurred in the herein cause of action, including the sum of \$125.00 foreclosure title examination and to the plaintiff the sums so found due him as aforesaid,

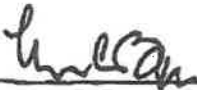


VERIFY RECORD

their equity of redemption be foreclosed; that the premises be sold, that an order of sale issue to the Sheriff of Hamilton County, Ohio, directing him to advertise and sell said premises for the amount of the delinquent taxes and assessments as of the day of sale and court costs, as upon execution and without appraisalment, and report his proceedings to this Court for further orders.

The advertisement of the sale of the premises described in the foregoing cause of action shall be in a newspaper of general circulation in Hamilton County, Ohio.

All other questions are reserved for the further consideration of the Court.

  
Lawrence C. Baron, 0022153P  
Assistant Prosecuting Attorney  
Hamilton County, Ohio  
ATTORNEY FOR PLAINTIFF

  
Beth A. Myers  
Judge, Court of Common Pleas

**ENTER**

JAN 02 2014

HON BETH A. MYERS

**MAGISTRATE**

DEC 30 2013

**HAS SEEN**

IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

ROBERT A. GOERING, TREASURER : CASE NO. A1304629  
HAMILTON COUNTY, OHIO :  
Plaintiff : (Judge Myers)  
vs. :  
FREDERICK A. MOORE, JR., ET AL : MOTION FOR DEFAULT  
Defendant : JUDGMENT

Plaintiff respectfully requests the Court for Default Judgment against Frederick A. Moore, Jr. (certified mail 7-15-2013) and Jane Doe, unknown spouse, of Fredrick A. Moore, Jr. (certified mail 7-15-2013), the Defendant as prayed for in the complaint filed herein; said Defendant being in default for answer, more than 28 days having elapsed since perfecting service as to the said complaint. Plaintiff is entitled to a judgment by default as provided in Civ. R. 55(A).

The following defendants have filed answers to protect their interest in this matter: United States of America, Internal Revenue Service (certified mail 7-8-2013).

The following defendants have failed to file an Answer to protect their interest in this matter: The Unknown Survivor of Frederick A. Moore, Jr. (publication 10-7, 10-14 & 10-21-2013), Duggan Financial Inc. (publication 10-7, 10-14 & 10-21-2013), PAB Financial (certified mail 7-8-2013), Affordable American Homes LLC. (publication 10-7, 10-14 & 10-21-2013).

Respectfully submitted,

JOSEPH T. DETERS  
PROSECUTING ATTORNEY  
HAMILTON COUNTY, OHIO  
/s/ Lawrence C. Baron  
Lawrence C. Baron, 0022153P  
Assistant Prosecuting Attorney  
Hamilton County, Ohio  
TRIAL ATTORNEY  
230 East Ninth Street, Suite 4000  
Cincinnati, Ohio 45202  
946-3003

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Motion has been served upon all parties or their counsel by ordinary U.S. mail on this 21 day of Dec, 2013.

/s/ Lawrence C. Baron  
Lawrence C. Baron, 0022153P  
Assistant Prosecuting Attorney  
Hamilton County, Ohio

IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

ROBERT A. GOERING, TREASURER  
HAMILTON COUNTY, OHIO

: CASE NO. A1304629

: (Judge Myers)

Plaintiff

vs.

FREDERICK A. MOORE, JR., ET AL

: AFFIDAVIT IN SUPPORT OF  
: PLAINTIFF'S MOTION FOR  
: DEFAULT JUDGMENT

Defendant

STATE OF OHIO } ss:  
COUNTY OF HAMILTON }

Regina Jackson, being first duly cautioned and sworn, deposes and states of her own personal knowledge:

That I am the Supervisor of the Delinquent Real Estate Tax Department for the Auditor of Hamilton County, Ohio which maintains and has care, custody and control of all delinquent real estate tax records in Hamilton County, Ohio and that the total amount of Delinquent Real Estate Taxes due on the parcels contained in the Complaint is \$ 4229.00 and is a true, fair and accurate calculation of the amount due and owing at this time.

Further, affiant sayeth naught.

  
Regina Jackson, Supervisor

Sworn to and subscribed before me this 20 day of November, 2013.

  
Notary Public - State of Ohio

070-0002-0075  
070-0002-0076



Cheryl Lynn Galtman  
Notary Public, State of Ohio  
My Commission Expires 10-14-2014



IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

ROBERT A. GOERING, TREASURER : CASE NO. A1304629  
HAMILTON COUNTY, OHIO :  
Plaintiff : (Judge Myers)  
vs. : MILITARY AFFIDAVIT  
FREDERICK A. MOORE, JR., ET AL :  
Defendant :

STATE OF OHIO } ss:  
COUNTY OF HAMILTON }

The undersigned attorney for the Plaintiff, pursuant to the Service Members' Civil Relief Act of 2003, states that the Plaintiff is unable to determine whether or not any defendant in this action is in the military service.

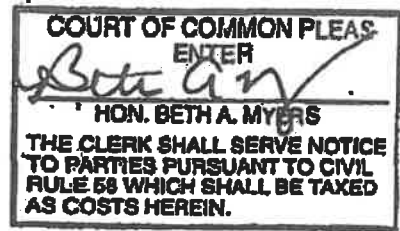
*LSM*



Sworn to and subscribed before me this 22<sup>nd</sup> day of Nov., 2013.

Martina D. Corman  
Notary Public - State of Ohio

MARTINA D. CORMAN  
Notary Public, State of Ohio  
My Commission Expires 01-03-18



RESERVED FOR RECORDER AND AUDITOR

IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

ROBERT A. GOERING, TREASURER  
HAMILTON COUNTY, OHIO

Plaintiff

vs.

FREDERICK A MOORE, JR., ET AL.

Defendants

: CASE NO. A1304629.

: Judge MYERS

:

: ENTRY OF FORFEITURE TO  
: HAMILTON COUNTY LAND  
: REUTILIZATION CORPORATION

:

:

The property which is the subject of this action, to wit:

Plat Book 70 Page 2 Parcel 75

Address: 2517 Stanton Ave

Legal Description: 25 X 155 PT LOT 14 P H KEMPERS SUB

Plat Book 70 Page 2 Parcel 76

Address: 2519 Stanton Ave

Legal Description: 30 X 155 PT LOT 15 P H KEMPERS SUB

(Full legal description attached as Exhibit A)

having been twice offered for sale and unsold for want of bidders, and the Hamilton County Land Reutilization Corporation having filed its petition pursuant to R.C. 5723.01(A)(3) for forfeiture to it; (attached as Exhibit B)

It is therefore ordered that the following described property be forfeited to:



VERIFY RECORD

Hamilton County Land Reutilization Corporation  
3 E. 4<sup>th</sup> Street, Suite 300  
Cincinnati, Ohio 45202

It is further ordered that a certified copy of this order be transmitted to the Auditor of Hamilton County, Ohio for the Auditor to transfer title on its records to the above named, Hamilton County Land Reutilization Corporation.



Lawrence C. Baron, 0022153P  
Assistant Prosecuting Attorney  
Hamilton County, Ohio  
ATTORNEY FOR PLAINTIFF



Judge Myers  
Court of Common Pleas

**ENTER**

OCT 03 2014

HON BETH A. MYERS

**MAGISTRATE**

OCT 02 2014

**HAS SEEN**

**EXHIBIT A  
LEGAL DESCRIPTION**

**PARCEL I**

**Address: 2517 STANTON AVE  
Parcel ID: 070-0002-0075-00**

**Situated in the City of Cincinnati, County of Hamilton, State of Ohio and described as follows:**

**Being the north 25 feet of Lot No. 14 of Peter H. Kemper's Subdivision of Cottage Farm, as recorded in Will Book 14, Page 460 of the Probate Court Records of Hamilton County, Ohio, said property fronts 25 feet on the west side of Stanton Avenue, 225 feet north of the centerline of McMillan Street, and extends westwardly between parallel lines 155 feet.**

**Prior Instrument Reference: Official Record Book 11535, Page 1901  
Hamilton County, Ohio Records**

**AND**

**PARCEL II**

**Address: 2519 STANTON AVE  
Parcel ID: 070-0002-0076-00**

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

**All that certain lot or parcel of land beginning at a point on the east line of P.H. Kemper's Cottage Farm Subdivision, said point being the intersection of the South line of Lot 15 of said subdivision and the west line of Stanton Avenue; thence north along said west line of Stanton Avenue 30 feet; thence extending back westwardly the same width, parallel with said south line of Lot 15, 155 feet to the Davies lot; being the southerly 30 feet of Lot 15 as shown on a plat of said Cottage Farm Subdivision made by Peter H. Kemper and accepted by him as part of his last will and testament as said plat is recorded in Will Book 14, Page 460, of the Will Records of the Probate Court of Hamilton County, Ohio.**

**Prior Instrument Reference: Official Record Book 11535, Page 1901  
Hamilton County, Ohio Records**

Herbert A. Madel  
Hamilton County Recorder's Office  
Doc # 17-0107836 Type: DE  
Filed: 12/01/17 11:31:17 AM \$44.00  
Off. Rec. # 13555 01456 F R27 4 262



### GENERAL WARRANTY DEED

AGID PROPERTIES, LLC, an Ohio Limited Liability Company, hereinafter referred to as Grantor(s), for valuable consideration, paid, grant(s), with general warranty covenants to, WAYNE ST HOLDINGS, LLC, an Ohio Limited Liability Company, whose tax-mailing address is 359 Resor Avenue, Cincinnati, OH 45220, the real property as more particularly described on the attached Exhibit 'A'.

Subject to easements and restrictions of record, and taxes and assessments, if any, due and payable for December, 2017, and thereafter.

Signed and acknowledged this 21<sup>st</sup> day of November, 2017, by Edward Horgan and Marc Gilloll, Members of AGID Properties, LLC, pursuant to the authority of its Board of Members.

#### AGID PROPERTIES, LLC

By: Edward Horgan, Member  
Edward Horgan, Member

By: Marc Gilloll, Member  
Marc Gilloll, Member

#### STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT KNOWN, That on this 21<sup>st</sup> day of November, 2017, before me, the subscriber, a Notary Public in and for said County, personally appeared Edward Horgan and Marc Gilloll, Members of AGID Properties, LLC, in the foregoing Deed, known to me and whose identities were proven by satisfactory evidence, and acknowledge the signing thereof to be their voluntary act and deed pursuant to the authority of its Board of Members.

IN TESTIMONY THEREOF, I HAVE hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Prepared by:  
John R. Meckstroth, Jr.  
Attorney at Law  
114 East Eighth Street  
Cincinnati, Ohio 45202



JOHN R. MECKSTROTH, JR.  
Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Date: Section 147.03 O.R.C.

Notary Public  
County number: 157508  
Deed number: 17-432156  
Doc. number: 17-432018  
Transfer date: 11/27/2017  
SAL 319.208 R.C.  
Sec. 392.02 R.C.  
County number:  
Hamilton County Auditor  
SAL amount:  
003 - Transfer Fee  
Fee total: 1.50 1.50

EXHIBIT "A"

Parcel One 719 Wayne Street Parcel #68-3-(61-63) cons. *Sw*

All that lot of land situated in the City of Cincinnati, Hamilton County, State of Ohio, being Lot number One Hundred and Forty-six (146) on the plat of Stephen Kemper's Subdivision, as the same is recorded in Plat Book 1, page 15 of the said County records; said lot is 25 feet in front on the east side of Kenian Street, with a depth of one hundred (100) feet along the south side of Wayne Street. *63*

ALSO:

Situated in the City of Cincinnati, Hamilton County, Ohio and being all of Lot No. 144 on Plat of Kemper's Subdivision as the same is recorded in Plat Book 1, Pages 12 to 15 of the Hamilton County, Ohio Records. Said lot is 25 feet in front on the east side of Kenian Street with a depth of 100 feet and lies 25 feet south of Wayne Street. *62*

ALSO:

Situated in the City of Cincinnati, Hamilton County, Ohio and known as Lot No. 142 of Kemper's Subdivision as recorded in Plat Book 1, Pages 12 to 15 of the Hamilton County, Ohio Records. Said lot fronting 25 feet on the east side of Kenian Street by 100 feet deep. *61*

Prior Deed Reference: Official Record 12273, Page 2502

Parcel Two 2361 Concord Street Parcel #68-3-52 *Sw*

Situated in Walnut Hills, in the City of Cincinnati, County of Hamilton and State of Ohio, known as Lot No. 125 on the plat of Subdivision made by the devisees of Stephen Kemper, deceased, as shown in Plat Book 1, pages 12 through 15, inclusive, of the Hamilton County, Ohio, Records.

Prior Deed Reference: Official Record 12335, Page 3008

Parcel Three 717 E. McMillan Street Parcel #68-2-363 *Sw*

Situate in the County of Hamilton and State of Ohio and the City of Cincinnati, and more particularly described as follows:

Situate in the City of Cincinnati, Hamilton County, Ohio being all Lot No. 167 of the Stephen Kemper Subdivision as recorded in Plat Book 1, Page 12 of the Hamilton County, Ohio Plat Records. Said lot fronting 25 feet on the South side of McMillan Street and having a depth of 107 feet, being the same width in rear as in front.

Prior Deed Reference: Official Record 12534, Page 1323

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Map: *Urban A*

*Plat*

Parcel Four

2508-2514 Hemlock Street Parcel #70-2-1594160

TRACT I:

Situated in Section 8, Township 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 3 of E.A. Collville's Subdivision, recorded in Plat Book 2, Page 91 of the Hamilton County Recorder's Office, and being more particularly described as follows:

Beginning at a point in the easterly right-of-way of Hemlock Street, North  $00^{\circ} 30' 00''$  East, 90.00 feet from the northerly right-of-way of East McMillan Street, said point being the northwesterly corner of Schuyler J. Smith, Tr. (OR 9976, Pg. 3055), thence northeasterly with the easterly line of Hemlock Street, North  $00^{\circ} 30' 00''$  East, 43.10 feet;

Thence southeasterly leaving Hemlock Street and with a new division line, South  $89^{\circ} 30' 00''$  East, 50.00 feet to a set  $5/8''$  iron pin and cap in the westerly line of Lot 2, owned by Walnut Hills Redevelopment Foundation, Inc. (OR 6362, PG. 245);

Thence southwesterly with the westerly line of Lot 2, South  $00^{\circ} 30' 00''$  West, 43.10 feet to a set  $5/8''$  iron pin and cap at the northeasterly corner of Schuyler J. Smith, Tr.,

Thence northwesterly with Smith's north line, North  $89^{\circ} 30' 00''$  West, 50.00 feet to the point of beginning, containing 0.0495 acres of land, more or less;

Being a part of the land described in Official Record 7235, Page 1717, as recorded in Hamilton County, Ohio records.

Subject to all legal rights-of-way, easements, covenants, and restrictions of record and or existence.

Being the result of a survey, dated March 5<sup>th</sup>, 2008, made by Eric M. Arnold P.S., Ohio Reg. No. 8276, of Parcel Number 70-2-63 of the Hamilton County Ohio Tax Maps. Bearings for the description are based on Plat Book 2, Page 91.

TRACT II:

Situated in Section 8, Township 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 3 and Lot 4 of E.A. Collville's Subdivision, recorded in Plat Book 2, Page 91 of the Hamilton County Recorder's Office, and being more

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Map -

CAGIS -

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Map -

11/22/70

CAGIS -

particularly described as follows:

Beginning at a point in the easterly right-of-way of Hemlock Street North 00° 30' 00" East, 133.10 feet from the northerly right-of-way of East McMillan Street, thence northeasterly with the easterly line of Hemlock Street, North 00° 30' 00" East, 40.99 feet;

Thence southeasterly leaving Hemlock Street and with a new division line, South 89° 30' 00" East, 50.00 feet to a set 5/8" iron pin and cap;

Thence southwesterly with a new division line for 9.09 feet, and also with the westerly line of Lot 2, owned by Walnut Hills Redevelopment Foundation Inc. (OR. 6362, PG. 245), South 00° 30' 00" West, a total distance of 40.99 feet to a set 5/8" iron pin and cap;

Thence North 89° 30' 00" West, 50.00 feet to the point of beginning, containing 0.0471 acres of land, more or less.

Prior Deed Reference: Official Record 12233, Page 2058

Parcel Five

2516-2518 Hemlock Street Parcel #70-2-63

Situated in Section 8, Township 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 4 of E.A. Colville's Subdivision, recorded in Plat Book 2, Page 91 of the Hamilton County Recorder's Office, and being more particularly described as follows:

Beginning at a point in the easterly right-of-way of Hemlock Street, North 00° 30' 00" East, 174.09 feet from the northerly right-of-way of East McMillan Street, thence northeasterly with the easterly line of Hemlock Street, North 00° 30' 00" East, 40.91 feet to the northwesterly corner of Lot 4, also a corner of Richard and Karen Hordinski (OR 10283, PG. 1169);

thence southeasterly with the north line of Lot 4 and Hordinski's south line, South 89° 30' 00" East, 135.00 feet to a set 5/8" iron pin and cap at the northeasterly corner of Lot 4, said corner being in the westerly line of Joseph Wiggins (OR. 7221, PG. 633);

thence southwesterly with the east line of Lot 4 and the westerly line of Joseph Wiggins and also Roberto Ramirez Tr. (OR 9036, PG. 1215), South 00° 30' 00" West, 50.00 feet to the southeasterly corner of Lot 4, said corner being North 0.10 feet and West 0.68 feet from an existing iron pin and cap, and also being the northeasterly corner of Lot 1;

thence northwesterly with the north line of Lot 1 and Lot 2, owned by Walnut Hills Redevelopment Foundation Inc. (OR. 6362, PG. 245), North 89° 30' 00" West, 85.00 feet to the northwesterly corner of Lot 2, said corner being North 0.02 feet and West 0.19 feet from an existing iron pin and cap;

thence northeasterly with a new division line, North 00° 30' 00" East, 9.09 feet to a set 5/8" iron pin and cap;

thence northwesterly with a new division line, North 89° 30' 00" West, 50.00 feet to the point of beginning, containing 0.1445 acres of land, more or less.

Prior Deed Reference: Official Record 12503, Page 2473

Parcel Six

2520 Hemlock Street

Parcel #70-2-97

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and more particularly described as follows:

Fronting 25 feet on the East side of Spring Street (now Hemlock) and running back between parallel lines 135 feet, and lying 215 feet North of McMillan Street, and being known and designated as the South one-half of Lot 5 in E. A. Coleville's Plat of Subdivision, and numbered as 2520 Hemlock Street, Cincinnati, Ohio.

Prior Deed Reference: Official Record 12409, Page 953



# *E.A. Colville's Plat*

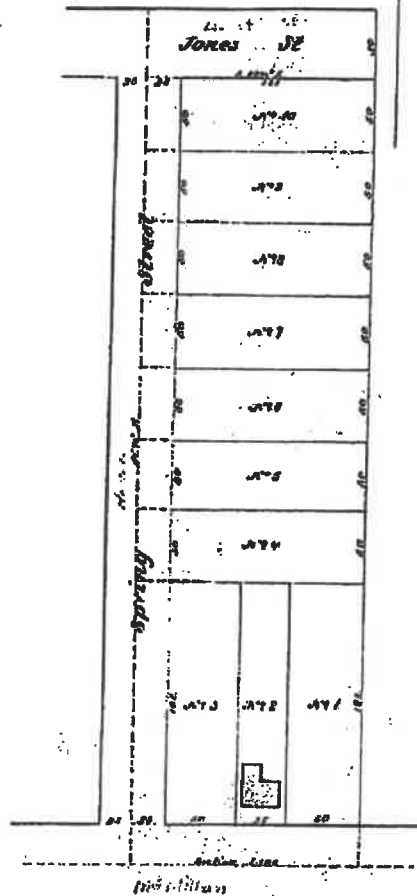
Sec. 8, T. 3, R. R. 2.

91

Recorded  
Hamilton May 24 1860

SCALE 50 FT PER INCH

J. S. Kemper  
Surveyor



We hereby adopt this as a correct plat of the Subdivision of Lot No. 1 of the division of the Davis Estate as the same is recorded in Book No. — Page — of the Hamilton County Records.

Cincinnati May 24 1860

Charles E. Colville  
By Samuel Davies, Atty in fact  
Elvira Ann Colville  
By Samuel Davies, Atty in fact

State of Ohio  
Hamilton County } s.c.

Before me the undersigned a Notary Public within and for said County, came Charles E. Colville by Samuel Davies his Atty in fact, and Elvira Ann Colville by Samuel Davies her Atty in fact, and acknowledged the signing and sealing of the above to be their voluntary act and deed for the uses and purposes therein named.

Witness my hand and seal at Cincinnati this 24th day of May 1860



Fred. B. Jones  
Notary Public  
Hamilton County, Ohio

8th Series Index: 69-198  
A/O: 070-0002-0097

Sale #25

**AUDITOR'S DEED**  
(Forfeited land Sale)

Rev. Code, Secs. 5721.09; 5723, .05, .06, .07, .10, .12.

Rebecca Fran Groobe  
Hamilton County Recorder's Office  
Doc: 81 06-0103862 Type: DE  
Filed: 06/29/06 02:40:25 pm \$28.00  
Off. Rec.: 10003 61169 F 80 2 221

AMOUNT PAID TO COUNTY AUDITOR  
\$102850116970

KNOW ALL MEN BY THESE PRESENTS: That whereas, the Real Estate hereinafter described having become and being delinquent for the nonpayment of taxes, assessments, penalties, interest and costs, was forfeited to the State of Ohio, as will fully appear by the records of the Court of Common Pleas, and of the County Auditor of Hamilton County, Ohio; Case No. A0103886; and

WHEREAS, said County Auditor, after the lapse of time as provided by law caused notice of the sale of said forfeited land to be advertised once a week for two consecutive weeks prior to the date fixed by law, on the 4th day of May, 2006 and the 11th day of May, 2006, attended at the Courthouse of said County and from day to day offered said Real Estate for sale at public auction, to the highest bidder, in manner and form provided by law;

THEREUPON, on the 5th day of June, 2006, Richard A. Hordinski Jr. and Karen Hordinski, husband and wife, bid for said Real Estate the sum of Five Dollars (\$5.00), which sum being the highest bid offered and the best price obtainable, the County Auditor, acting as agent for the State of Ohio, then and there sold said Real Estate to the said Richard A. Hordinski Jr. and Karen Hordinski, husband and wife, for said sum, and thereupon gave to said purchaser, a Certificate of Sale, as required by law, which Certificate of Sale has been produced and returned to the said County Auditor

NOW, THEREFORE, I, Dusty Rhodes, as County Auditor of Hamilton County, Ohio, acting as agent for the State of Ohio, in consideration of the premises and the payment of the sum of Five Dollars (\$5.00), and the additional statutory fees for transfer and recording as listed on the Certificate of Sale as provided by law, do hereby GRANT, BARGAIN, SELL, AND CONVEY unto the said Richard A. Hordinski Jr. and Karen Hordinski, husband and wife, whose address is 2613 Hemlock Street Cincinnati, Ohio 45206, and their heirs and assigns forever, the Real Estate sold as aforesaid and situated in the City of Cincinnati, County of Hamilton and State of Ohio, and bounded and described as follows.

Plat Book 70, Page 2, Parcel 97

Locate in the City of Cincinnati, County of Hamilton and State of Ohio, and more particularly described as follows.

Fronting 25 feet on the east side of Spring Street (now Hemlock) and running back between parallel lines 135 feet and 245 feet north of McMillan Street, and being known and designated as the south one-half portion of S. of A. Coleville's Plat of Subdivision, and numbered as 2520 Hemlock Street, Cincinnati, Ohio.

Convey Purchaser  
Deed number 35207  
Inst. number 35206  
Transfer date 06/29/06  
Sec 319.202 R.C.  
Sec 352.02 R.C.  
Dusty Rhodes  
Hamilton County Auditor  
CASH AMOUNT  
\$102850116970

10283 1169

DISCOUNT AVAILABLE  
Hamilton County Auditor  
TAXES -  
CAGIS -

(6-27-06)

Prior Deed Book Reference: Book 6947, page 1677  
Hamilton County, Ohio Deed Records

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Richard A. Hordinski Jr. and Karen Hordinski, husband and wife, their heirs and assigns forever, as fully and completely as the said Dusty Rhodes as such County Auditor, acting as agent for the State of Ohio, by virtue of the statute made and provided for cases, might or should sell and convey the same.

I, Dusty Rhodes, County Auditor of Hamilton County, Ohio, acting as agent for the State of Ohio have hereunto set my hand, this 23 day of June, 2006



Acting as Agent for the State of Ohio

STATE OF OHIO, COUNTY OF HAMILTON, SS.

BE IT REMEMBERED, that on this 23 day of June, 2006 before me the subscriber, a Notary Public in and for the State of Ohio, personally came the above-named Dusty Rhodes, as County Auditor of Hamilton County and agent for the State of Ohio, the Grantor in the foregoing Deed, and acknowledged the signing of the same to be his voluntary act and deed, as such County Auditor and agent for the State of Ohio, for the uses and purposes therein mentioned.


IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

SUSAN SILVER, Attorney at Law  
Notary Public, State of Ohio  
My commission has no expiration date  
Section 147.53

  
Notary Public - State of Ohio

This instrument was prepared by Lawrence C. Baron, Assistant Prosecuting Attorney, Hamilton County, Ohio.

Approved as to Form

  
Lawrence C. Baron  
Assistant Prosecuting Attorney

10283 1170

**MORTGAGE ASSIGNMENT**

KNOWN ALL MEN BY THESE PRESENTS, That Sibcy Cline Financial Services, Inc., a Corporation organized and existing under the laws of the State of Ohio, hereby grants, bargains, sells, assigns, transfers and sets over unto:

Principal Residential Mortgage, Inc.  
An Iowa Corporation  
711 High Street  
Des Moines, IA 50392-0720

a certain mortgage deed, made, executed and delivered by  
Helea Santangelo, unmarried to

Sibcy Cline Financial Services, Inc.  
8044 Montgomery Road., Suite 301  
Cincinnati, OH 45236

This 26th day of November, 1996, and recorded in 7221 No. Page No. 622 of the records of Hamilton County, Ohio together with the note secured thereby and referred to herein; and all sums due and to become due thereon. Describing Land therein as:

See Attached Exhibit "A"

HAMILTON COUNTY RECORDER'S OFFICE  
Doc # 96 - 167495 Type: RM  
Filed: 12/09/1996 9:46:11 AM \$ 14.00  
Off. Rec.: 7221 633 F 18 2 253

IN WITNESS WHEREOF, Said Sibcy Cline Financial Services, Inc. Has caused its name to be signed to these presents by its President, Patricia A. Kuether at Cincinnati, Ohio this 26th day of November A.D. 19 96

SIGNED AND ACKNOWLEDGED IN  
THE PRESENCE OF:

SIBCY CLINE FINANCIAL SERVICES, INC.

Claudia Adelhardt  
Claudia Adelhardt

Patricia A. Kuether  
PATRICIA A. KUETHER, PRESIDENT

Amy Asbrock  
Amy Asbrock  
STATE OF OHIO }  
COUNTY OF HAMILTON } SS

I, Claudia Adelhardt, a Notary Public in and for said County in the State aforesaid hereby certify that Patricia A. Kuether personally know to me to be the President of Sibcy Cline Financial Services, Inc., a corporation organized and existing under the laws of the State of Ohio, and personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and did acknowledge that as such President, she signed and delivered that said instrument as President of said Corporation, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.



CLAUDIA ADELHARDT  
Notary Public, State of Ohio  
My Commission Expires Dec. 30, 1998

Claudia Adelhardt  
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY SIBCY CLINE FINANCIAL SERVICES, INC.

620-310P 7221FC 633

**EXHIBIT "A"**

Situate in the City of Cincinnati, County of Hamilton, and State of Ohio in Section 21, Township 4, Fractional Range 2, of the Miami Purchase and being parts of Lot 10 and Lot 11 of the Henry Cordes Addition to Oakley, a plat of which is recorded in Plat Book 7, Page 24 of the plat records of said county and being more particularly described as follows:

Beginning at the intersection of the Southerly line of Everson Avenue and the Westerly line of Marburg Avenue said point also being the Northeast Corner of Lot 10 of Henry Cordes Addition, thence North 88 degrees 47 min. 30 sec. West along the Southerly Right of Way Line of Everson Avenue a distance of 17.76 feet to a point and the real place of beginning; thence continuing along the Southerly Right of Way line of Everson Avenue North 88 degrees 47 min. 30 sec. West a distance of 97.24 feet to a point; thence south 0 degrees 40 min. West a distance of 45.00 feet to a point; thence south 88 deg. 47 min. 30 sec. East a distance of 107.46 feet to a point and the Westerly Right of Way of Marburg Avenue; thence along the Right of Way of Marburg Avenue Northwestwardly along a curve deflecting to the left with a radius of 471.00 feet a distance of 36.47 feet to a point (chord of said curve bears North 7 degrees 10 min. West a distance of 36.46 feet); thence Northwestwardly along a curve tangent to the last described curve and deflecting to the left with a Radius of 16.00 feet a distance of 10.52 feet to the Southerly line of Everson Avenue (chord of said curve bears North 28 deg. 33 min. 05 sec. West a distance of 10.33 feet) and the place of beginning.

39-2-498

7221 PC 634

71414.1

169  
198-B 70  
340-D

**GENERAL WARRANTY DEED**

THE MORRIS INVESTMENT CO., INC., an Ohio corporation, for valuable consideration paid, grants, with general warranty covenants, except easements and restrictions of record and taxes and assessments not yet due and payable, to WALNUT HILLS REDEVELOPMENT FOUNDATION, INC., an Ohio corporation, whose tax-mailing address is 2601 Melrose Avenue, Cincinnati, Ohio 45206, the real estate described on attached Exhibit A.

Prior instrument Reference: Deed Book 3164, Page 317 of the Deed Records of Hamilton County, Ohio.

IN WITNESS WHEREOF, The Morris Investment Co., Inc., has hereunto set its hand by Beverly G. Williams, its President, on December 21, 1993.

Signed and acknowledged  
in the presence of:

THE MORRIS INVESTMENT CO., INC.

*Stephen G. Sloan*  
Print Name: Stephen G. Sloan

By: *Beverly G. Williams*  
Its: President

*Raymond Stewart*  
Print Name: Raymond Stewart

STATE OF OHIO )  
COUNTY OF HAMILTON ) SS:

The foregoing instrument was acknowledged before me, a notary public, by Beverly G. Williams, the President of The Morris Investment Co., Inc. this 21 day of December, 1993, on behalf of the corporation.

Notary Public

LORE ZAHN

Notary Public, State of Ohio  
My Comm. Exp. 12/31/95

This instrument was prepared by:

Christopher P. Finney  
FROST & JACOBS  
2500 PNC Center  
201 East Fifth Street  
Cincinnati, Ohio 45202-4182

Compliance with  
Sec. 322.02 R.C.  
Real Property Transfer Tax

243 75  
DUSTY RHODES

Examined & Compliance with  
Sec. 319.202 R.C.

DUSTY RHODES  
HAMILTON COUNTY, OHIO

97 50

1018362 2434003 910  
308-194-1100 245

**EXHIBIT A**

**PARCEL 1**

SITUATED in the City of Cincinnati, County of Hamilton, State of Ohio, bounded and described as follows:

BEING in Section Eight (8), Township Three (3) in the Second Fractional Range of the Miami Purchase, and particularly described as follows: viz:

BEGINNING at a point in the north line of McMillan Street fifty (50) feet east of the northeast corner of McMillan and Hemlock (formerly Spring) Streets; thence eastwardly along the north line of McMillan Street eighty-five (85) feet; thence northwardly at right angles with McMillan Street one hundred and sixty-five (165) feet; thence westwardly on a line parallel with McMillan Street eighty-five (85) feet; thence southwardly to the place of beginning, and being Lots Nos. One (1) and Two (2) of E. A. Colville's Subdivision as recorded in Plat Book 2, page 91. Recorder's Office;

**PARCEL 2**

All that certain lot of land in Section eight (8), Township three (3), Fractional Range two (2), Miami Purchase, Hamilton County, Ohio, in the city of Cincinnati; being part of Lot thirteen (13) as shown in the Plat of Cottage Farm made by Peter H. Kemper and recorded in Book 1, page 326, Probate Court Records of Hamilton County, Ohio, and described as follows:

Beginning at a point in the north line of McMillan Street one hundred and one and 97/100 (101.97) ft. west of the west line of Stanton Avenue, formerly Lane Street, said point being the west side of a brick wall; thence running westwardly along the north line of McMillan Street fifty-three and 3/100 (53.03) feet to the southwest corner of said lot thirteen (13); thence running northwardly along the west line of said lot thirteen (13) one hundred (100) feet to the north line of said lot thirteen (13); thence running eastwardly along the north line of said lot thirteen (13) and parallel with McMillan Street Fifty-three and 33/100 (53.33) feet, thence running southwardly one hundred (100) feet to the place of beginning, being the same premises conveyed to Wilhelmina Fasse, administratrix of the estate of Henry Fasse, deceased, to The Christian Moerlein Brewing Company, by deed dated September 5, 1899, and recorded in Deed Book No. 836, page 287, of the Records of Deeds of Hamilton County, Ohio. Reference: Deed Bk. 3028, pg. 493, Ham. Co. O., records.

HAMILTON COUNTY RECORDER'S OFFICE  
Doc #294 - 1069 Type: D  
Filed: 01/04/1994 9:15:22 AM \$ 14.00  
Off. Rec. # 6362 245 F 18 2 66

Auditor's Parcel #70-2-63 & 96  
8th Series 69/198 B

799821

General Warranty Deed

HAMILTON COUNTY RECORDER'S OFFICE  
Doc #795 - 196989 Type DE  
Filed 12/26/1996 3:08:33 PM \$ 14.00  
Off. Rec. # 7235 1217 F 850 2 610

C. E. LIMITED, an Ohio limited liability company, for valuable consideration paid, grants with general warranty covenants to TIMOTHY F. HIGGINS, whose tax mailing address is P. O. Box 6966, Cincinnati, Ohio 45206, the real property described in Exhibit A attached hereto (the "Property").

The Property is conveyed subject to, and there are excepted from the general warranty covenants, the following:

1. All easements, covenants, conditions and restrictions of record;
2. All legal highways;
3. Zoning, building and other laws, ordinances and regulations;
4. Real estate taxes and assessments not yet due and payable; and
5. The rights of the parties in possession.

Prior Instrument Reference: Official Record Book 6918, Page 1643 of the Hamilton County, Ohio records.

IN WITNESS WHEREOF, C. E. LIMITED, an Ohio limited liability company, has caused this Deed to be executed by Ellen Simkin Riedman, authorized Member, as of the 30 day of October, 1996.

Signed and acknowledged  
in the presence of:

Dandra A. Brooks  
(Printed Name: Dandra A. Brooks)

C. E. LIMITED  
An Ohio Limited Liability  
Company

Kyle C. Brooks  
(Printed Name: Kyle C. Brooks)

By: Ellen Simkin Riedman  
Ellen Simkin Riedman,  
Authorized Member

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me this 30 day of October, 1996 by Ellen Simkin Riedman, Authorized Member of C. E. Limited, an Ohio limited liability company, on behalf of the limited liability company.

Kyle C. Brooks  
Notary Public  
KYLE C. BROOKS, Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration Date  
Section 147.03

This instrument was prepared by:  
Kevin R. Flynn  
Barron, Peck & Bennie  
One West Fourth Street  
Fourteenth Floor  
Cincinnati, Ohio 45202  
513/721-1350

Examined & Compliance with  
Sec. 322.02 R.C.  
Real Property Transfer Tax  
54.45  
DUSTY RHODES  
HAMILTON COUNTY, OHIO

96917225

72351717

Examined & Compliance with  
Sec. 318.202 R.C.  
DUSTY RHODES  
HAMILTON COUNTY, OHIO  
TAX 36.30



## EXHIBIT A

(2510-08 Hemlock & 2518-16 Hemlock)

Situated in the County of Hamilton, in the State of Ohio, and in the City of Cincinnati, and bounded and described as follows:

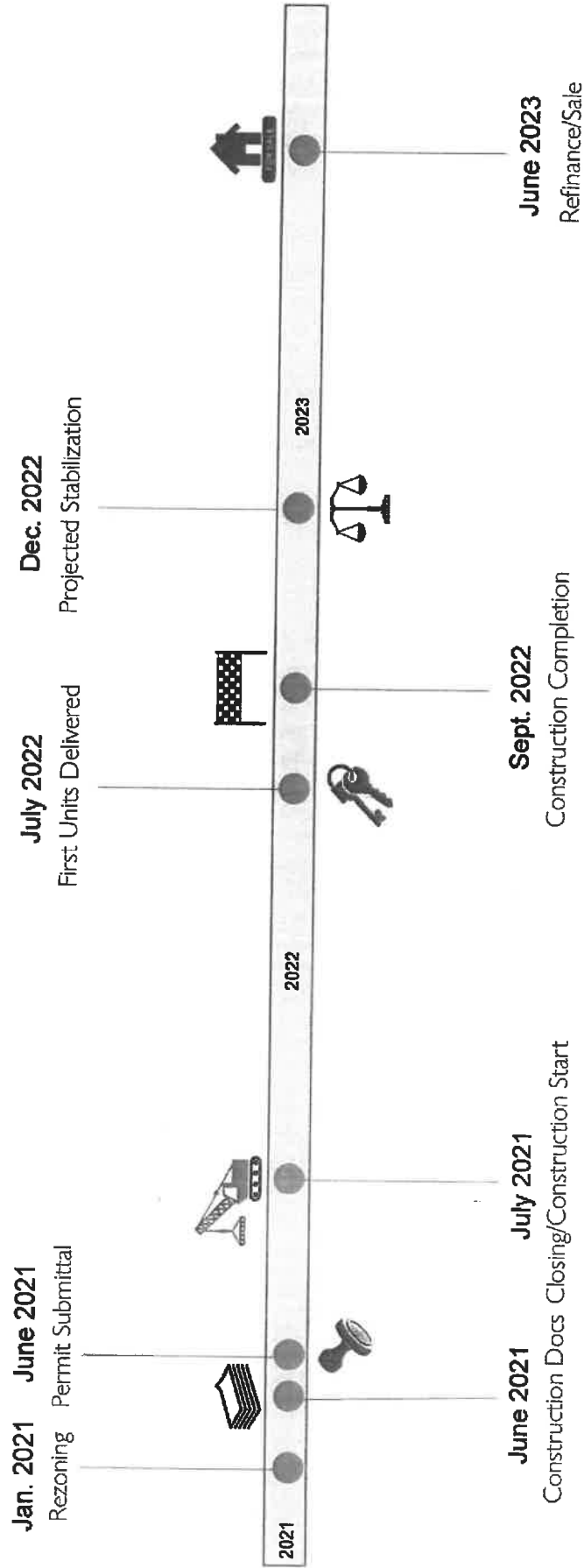
The following described real estate in Section eight (8), Township three (3) and fractional range two (2) of the Miami Purchase, in Cincinnati, Hamilton County, Ohio, being part of Colville's Subdivision of Cottage Farm as recorded in Plat Book 2, page 91 of the Hamilton County Records, and more particularly described as follows, viz:

Commencing at a point on the east side of Hemlock Street in the line of a partition fence, ninety feet more or less from the north-east corner of said Hemlock and McMillan Streets, on Walnut Hills, in said city of Cincinnati; running thence northwardly along the east line of said Hemlock Street, one hundred and twenty-five feet more or less, to the north line of lot number four of E. A. Colville's subdivision of said Walnut Hills; thence eastwardly on said north line of said lot number four one hundred and thirty-five feet to the north east corner of said lot; thence southwardly along the east line of said lot number four, fifty feet to the south east corner of said lot; thence westwardly along the south line of said lot number four, eighty-five feet to the northeast corner of lot number three of said Colville's Subdivision; thence south, along the east line of said lot number three, seventy-five feet more or less, to the junction of said last mentioned line with the aforesaid fence; thence westwardly along the line of said fence, fifty feet to the place of beginning, said premises being known and numbered as 2510-08 and 2518-16 Hemlock Street. Plat Book 70, Plat 2, Parcels 63 and 96.

70-2-63 JTA  
70-2-96 JTA

7235-1718

# (C) SCHEDULE – POSTE II





A Division of The City of Cincinnati

**GREATER CINCINNATI  
WATER WORKS**

Cathy Bernardino Bailey, Director

March 5, 2020

Mr. Mitch Getts  
The Kleinger Group  
6219 Centre Park Drive  
West Chester, Ohio 45069

Subject: 2525 Chatham St  
Proposed Apartment Building  
Book 67, Page 2, Parcel 27 thru 31  
Water Availability

Dear Mr. Getts:

In response to your email requesting water availability dated January 10, 2020, our office has determined that domestic water service is available subject to the Greater Cincinnati Water Works Rules and Regulations and more specific conditions as described below.

The development is receiving water service from an (2) existing 5/8-inch (lead) domestic water service branch (H-35794, H-35795) connected to the existing 6-inch public water main in Chatham Street and the existing 5/8-inch (lead) domestic water service branch (H-18907) connected to the existing 6-inch public water main in Stanton Avenue.

In 2017, Cincinnati City Council passed an ordinance requiring the elimination of lead water service branches from the Greater Cincinnati Water Works Water System. For more information on eliminating the lead service branch from this property, please contact the Greater Cincinnati Water Works at 513-651-5323 and /or refer to <http://www.cincinnati-oh.gov/water/lead-information/>.

Any existing water service branch on this property not to be used for this development must be properly disconnected at the owner's / developer's expense.

All new water service branches can be connected to the existing 6-inch public water mains in Chatham Street and Stanton Avenue.

On February 10, 2020, the Greater Cincinnati Water Works run (2) flowtests. The first fire hydrant south of William H. Taft Road on Chatham Street was flowed and the house at 2528 Chatham Street was gauged with a static pressure of 55psi and a residual pressure of 43psi. The available flow was 998gpm. The second flowtest was on the first fire hydrant south of William H Taft Road on Stanton Avenue was flowed and the house at 2527 Chatham Street was gauged with a static pressure of 54psi and a residual pressure of 50psi. The available flow was 924gpm.



All conditions and requirements for water service to this proposed development, including the location of attachment to the public water system, will be determined upon submission of the appropriate properly completed application and final plans for service.

Water for domestic purposes can be obtained for this development within three (3) years from the date of this letter. The developer/owner will be required to make application for water service at the Greater Cincinnati Water Works and receive final approval within this time period or this letter of water availability will expire.

The sufficiency of water available for fire protection must be made by the fire authority serving the area.

When it is desirable to obtain the necessary building permit(s) for the subject development, please contact City of Cincinnati Building and Inspector Department at (513) 352-3271.

The engineer or plumber for this development is totally responsible for determining the specific nature, type, and size of water service(s) needed and must advise the Greater Cincinnati Water Works Engineering System Planning Section of any water service changes that may affect this statement of water availability.

In order to make application for new individual water service branches, please have the developer(s') /owner(s') plumber make application for domestic water service at the Greater Cincinnati Water Works, Branch Service Section, located at 4747 Spring Grove Avenue, Cincinnati, Ohio 45232-1986. They can contact Mr. John Waters at (513) 591-7836 or Mr. Kenneth Rocchio at (513) 591-7837 between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday for further information.

If you have any questions, please call me at (513) 591-7858.

On behalf of the Greater Cincinnati Water Works, I thank you for your water availability request for water service.

Sincerely,



William H. Morris  
Engineering Technical Supervisor  
Engineering Division

## Fire Hydrant Flow Test

<b>Location:</b> CHATHAM ST, STANTON AVE, & HEMLOCK ST - 1ST FH'S S OF WM H TAFT - GAUGE HOUSE		<b>Requesting Agency:</b> GCWW ENG		<b>Date:</b> 2/10/2020	<b>Sheet &amp; Item</b>  337B - 486 370A - 410, 414
<b>Performed By</b> <b>Survey Crew:</b>		MWR/MES/BWB		<b>Time</b> <b>Flow</b> 9:00 A.M. <b>Test:</b>	

Test	Pressures		Nozzles Flowing		Pitot Press	Sq Rt Pitot	GPM	Remarks
	Static	Resid	No.	Size				Street Address: CHATHAM, STANTON & HEMLOCK @ WM H TAFT Hydrant Flowed/Gauged
1	48	41	1	2.500	4	2.000	338	Flowed: 1ST FH S OF WM H TAFT ON HEMLOCK ST Gauged: 2517 HEMLOCK ST
		20					713	Available GPM - Fire Flow
2	54	50	1	2.500	30	5.477	924	Flowed: 1ST FH S OF WM H TAFT ON STANTON AVE Gauged: 2527 CHATHAM ST
		20					2936	Available GPM - Fire Flow
3	55	43	1	2.500	35	5.916	996	Flowed: 1ST FH S OF WM H TAFT ON CHATHAM ST Gauged: 2528 CHATHAM ST
		20					1780	Available GPM - Fire Flow
4	55	42	1	2.500	31	5.566	940	Flowed: 1ST FH S OF WM H TAFT ON STANTON Gauged: 2530 STANTON AV
		20					1604	Available GPM - Fire Flow



CHATHAM, STANTON, & HEMLOCK @ WM H TAFT





March 11, 2020

Mr. Mitch Getts  
The Kleingers Group  
6219 Centre Park Drive  
West Chester, Ohio 45069

Subject: 758 E. McMillan Street  
Proposed Apartment Building  
Book 70, Page 2, Parcel 63,68 thru 76, 97, 159 and 160  
Water Availability

Dear Mr. Getts:

In response to your email requesting water availability dated January 10, 2020, our office has determined that domestic water service can be made available subject to the Greater Cincinnati Water Works Rules and Regulations and more specific conditions as described below.

Before the Greater Cincinnati Water Works can approve a new building permit and water service branch installation for this development, the public water main in Hemlock Street will need to be upgraded from the existing 8-inch public water main in William H Taft Road to the first fire hydrant south of William H Taft Road (approximately 200 feet) and install a new public fire hydrant.

The Greater Cincinnati Water Works is in the process of replacing the public water main in Hemlock Street, however it may be years before this public water main is replaced. The proposed development timeline for stating construction is the middle of September 2020, before the installation of the new public water main.

To meet the proposed development timeline, in accordance with the Greater Cincinnati Water Works Rules and Regulations, the owner(s)/ developer(s) at their expense with Greater Cincinnati Water Works assistance, could install this new public water main with a public fire hydrant, before the September 2020 development timeline.

To obtain public water main installation approval for this development, the owner's civil engineer must complete and submit the attached Greater Cincinnati Water Works Preliminary Application for processing through the Greater Cincinnati Water Works, Engineering Department. Please contact Mr. Shawn Wagner at 591-7877 for further information.\

A flowtest was made February 25, 2020 on the existing 6-inch water main in Stanton Avenue near the proposed development. The results indicate a flow of 924g.p.m. is available with a static pressure of 54p.s.i. and a residual pressure of 50p.s.i.



When it is desirable to obtain the necessary building permit(s) for the subject development, please contact City of Cincinnati Building and Inspector Department at (513) 352-3271.

The subject development property is receiving water service from the below water service branches connected to the existing 6-inch public water mains in Hemlock Street and Stanton Avenue.

Address	Branch Number	Branch Size	Meter Size	Meter Number
2508 Hemlock St	27337 (Lead)	5/8-inch	5/8-inch	058174
2510 Hemlock St	27338 (Lead)	5/8-inch	5/8-inch	058175
2512 Hemlock St	27339 (Lead)	5/8-inch	5/8-inch	058176
2514 Hemlock St	26926 (Lead)	5/8-inch	5/8-inch	058177
2516 Hemlock St	32563 (Lead)	5/8-inch	5/8-inch	058178
2520 Hemlock St	33001 (Lead)	5/8-inch	5/8-inch	058180
2509 Stanton Av	41823	3/4-inch	5/8-inch	060496
2513 Stanton Av	27464	3/4-inch	5/8-inch	058166
2515 Stanton Av	27465	3/4-inch	5/8-inch	058167
2517 Stanton Av	31025	3/4-inch	5/8-inch	021153

Any existing water service branch on this property not to be used for this development must be properly disconnected at the owner's / developer's expense.

After the public water main is installed and the building permit is approved, all new water service branches can be connected to the existing 6-inch public water mains in Stanton Avenue and East McMillan Street.

The sufficiency of water available for fire protection must be made by the fire authority serving the area.

All conditions and requirements for water service to this proposed development, including the location of attachment to the public water system, will be determined upon submission of the appropriate properly completed application and final plans for service.

Water for domestic purposes can be obtained for this development within three (3) years from the date of this letter. The developer/owner will be required to make application for water service at the Greater Cincinnati Water Works and receive final approval within this time period or this letter of water availability will expire.

All conditions and requirements for water service to this proposed development, including the location of attachment to the public water system, will be determined upon submission of the appropriate properly completed application and final plans for service.

The fire protection company or plumber for this development is totally responsible for determining the specific nature, type, and size of water service(s) needed and must advise the Greater Cincinnati Water Works Engineering System Planning Section of any water service changes that may affect this statement of water availability.


When the owner(s)/developer(s) fire protection company design and submits the new fire water service application for this development, the fire protection company at this time can apply for the installation of the new public fire hydrant on Stanton Avenue per the City of Cincinnati Fire Department Code.

In order to make application for new individual water service branches, please have the developer(s)/owner(s) fire protection company and plumber make application for water service on the Greater Cincinnati Water Works Online Branch Application Form <https://www.cincinnati-oh.gov/water/engineering-construction/forms-specifications/>

If you have any questions on the Greater Cincinnati Water Works Online Branch Application Form, please contact Mr. John Waters at (513) 591-7836 or Mr. Ken Rocchio at (513) 591-7837 between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday for further information.

If you have any questions, please call me at (513) 591-7858.

Sincerely,

  
William H. Morris  
Engineering Technical Supervisor  
Engineering Division



**CITY OF CINCINNATI - HAMILTON COUNTY**  
**Preliminary Application (PA)**  
**NO. \_\_\_\_\_**  
**For Public Water Main Work**

**APPLICANT:**  
Developer \_\_\_\_\_ Engineer \_\_\_\_\_  
Address \_\_\_\_\_ Address \_\_\_\_\_  
Phone \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Name \_\_\_\_\_ Contact Name \_\_\_\_\_

**LOCATION:**  
Township, Section, and Range Number \_\_\_\_\_  
Auditor's Book(s) \_\_\_\_\_ Page(s) \_\_\_\_\_ Parcel(s) \_\_\_\_\_  
Location (from existing streets) \_\_\_\_\_  
Subdivision Name (if known) \_\_\_\_\_  
Subdivision approved by \_\_\_\_\_

**PRIMARY TYPE OF WORK:**  
\_\_\_\_ Abandonment of EXISTING public water main and/or appurtenances.  
\_\_\_\_ Installation of new public water main and/or appurtenances.  
\_\_\_\_ Proposed water main to be installed in public rights-of-way?  
\_\_\_\_ Proposed water main to be installed in an easement?  
(Select category below.)

**NOTE:** In accordance with Section 401-19 of the *Greater Cincinnati Water Works Laws, Ordinances, Rules and Regulations* public water mains may only be installed in easements under one or more of the categories listed below.

\_\_\_\_ Garden Apartments      \_\_\_\_ Planned Unit Development (PUD)  
\_\_\_\_ Condominiums      \_\_\_\_ Shopping Center  
\_\_\_\_ Panhandle/Flag Lots (Minimum of 5 lots, see GCWW Standard Drawing No. 105-7)

**TYPE OF DEVELOPMENT:**  
\_\_\_\_ Single Family      \_\_\_\_ Shopping Center      \_\_\_\_ Light Industrial  
\_\_\_\_ Apartments      \_\_\_\_ Office/Warehouse      \_\_\_\_ Industrial  
\_\_\_\_ Condominiums      \_\_\_\_ General Business      \_\_\_\_ Manufacturing  
\_\_\_\_ P.U.D      \_\_\_\_ Medical      \_\_\_\_ Government  
\_\_\_\_ Other/Mixed (Describe) \_\_\_\_\_

**WATER REQUIREMENTS:**  
Estimated additional number of new water services/taps: \_\_\_\_\_  
Corresponding size: \_\_\_\_\_

Anticipated Water Main SIZE: \_\_\_\_\_  
Corresponding LENGTH: \_\_\_\_\_

(For all developments EXCEPT single family residential.)  
Needed Fire Flows at street\*: \_\_\_\_\_ (G.P.M.) at 20 (P.S.I.)  
Daily Peak Domestic Water Needs: \_\_\_\_\_ (G.P.M.) at \_\_\_\_\_ (P.S.I.)

\_\_\_\_ Lawn irrigation/sprinkling systems planned to be installed?

\*As recommended by local fire authority (written documentation required)

**Special Conditions/Remarks:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This application is for preliminary (conceptual) approval ONLY. Conceptual plans indicating proposed work must be included with this application. This application will not be processed by the Greater Cincinnati Water Works (GCWW) unless it is completed appropriately and all necessary documents have been received. The developer/engineer should allow a minimum of six (6) weeks processing time for all appropriate agencies and the GCWW to process this application.

(over)

PA \_\_\_\_\_

**Hamilton County Planning & Development**

Conditions: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_ APPROVED      \_\_\_\_ DENIED      \_\_\_\_\_ Date

**Hamilton County Planning & Development**

**Greater Cincinnati Water Works**

Conditions: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_ APPROVED      \_\_\_\_ DENIED      \_\_\_\_\_ Date

\_\_\_\_\_  
GCWW Chief Engineer

\_\_\_\_ APPROVED      \_\_\_\_ DENIED      \_\_\_\_\_ Date

\_\_\_\_\_  
GCWW Director

Upon approval of this application, the developer's engineer must obtain GCWW approval for final construction plans within THREE (3) years from the date of approval by the GCWW Director or this application may be considered VOID. Final construction plans must conform to current engineering practices, policies, ordinances, rules, regulations and specifications of the GCWW at the time the proposed work is to begin.

January 8, 2020

Mitch Getts  
The Kleingers Group  
6219 Centre Park Drive  
West Chester, OH 45069



**Subject: Conditional Availability of Sewers**  
**Apartments - (12) 2-BR**  
**Auditor's Parcel Number 0067-0002-0027 to -0033**  
**2525 Chatham Street**  
**Cincinnati**  
**APD Number CMD2000003**

Dear Mr. Getts,

Your sewer availability request for the property referenced above has been processed and approved. Sanitary sewer service is available via connection to the existing public sewer in Chatham Street or Stanton Avenue, subject to the following requirements and conditions:

1. All plans and construction shall comply with the latest edition of the MSD Rules and Regulations which governs the design, construction, maintenance, operation, and use of sanitary and combined sewers. This document can be downloaded from the MSD website at [http://www.msdc.org/about/msd/legal\\_and\\_organizational\\_documents/msd-rules-regulations/](http://www.msdc.org/about/msd/legal_and_organizational_documents/msd-rules-regulations/).
2. In instances where the overflow rim of the lowest plumbing fixture in any proposed structure is below the elevation of the rim of the next upstream manhole in the sewer system to which the proposed structure is connected, a backwater valve shall be installed in accordance with Section 614 of the MSD Rules and Regulations.
3. A tap permit must be obtained in accordance with Section 1201 of the MSD Rules and Regulations. The sewer contractor must contact the MSD Field Office at 513.244.1369 for sewer inspection after tap permit is issued.
4. All sewer tappers making building sewer connections to the MSD sewer system shall be licensed and bonded by MSD in accordance with Section 1212 of the MSD Rules and Regulations.
5. The person to whom a tap permit or special permit is issued shall be responsible for obtaining any additional permits required to open cut any public street, road or highway from the appropriate public authority that has jurisdiction in accordance with Section 1210 of the MSD Rules and Regulations.
6. Each structure or each dwelling is to be provided with a separate water service and meter shall also be serviced by a separate and completely independent building sewer tapping into the sanitary or combined sewer system in accordance with Section 1202 of the MSD Rules and Regulations.
7. All storm and sanitary sewer flows shall be separated within the development site prior to discharging to the combined sewer system in accordance with Section 302 of the MSD Rules and regulations.
8. Storm detention shall be provided in accordance with Section 303 of the MSD Rules and Regulations. Additional stormwater detention requirements may be necessary as part of the review per Section 303.
9. For additional site storm water requirements within the City of Cincinnati, contact the City of Cincinnati's Stormwater Management Utility (SMU) at 513.591.5050.

The conditional availability of sewer service as described in this letter is effective until January 8, 2021 and may be extended for one additional year in accordance with Article V, Section 510 of the MSD Rules and Regulations. Extension requests may be made within thirty (30) days of the expiration date of this application. Subsequent extension requests may or may not be granted depending on the availability of

*(Continued on Reverse Side of Page)*

sewer credits, hydraulic capacity of the sewer system, and/or other factors that may affect MSD's ability to accept additional sanitary flows into our sewer system.

This determination of sewer availability is based on the best information available at this time to the Metropolitan Sewer District of Greater Cincinnati and is subject to modification or revocation resulting from regulatory action taken by the United States Environmental Protection Agency, the State of Ohio Environmental Protection Agency, from federal consent decrees, or other judicial action ordered by federal courts of the United States Government or the courts of the State of Ohio.

If you have any questions, please call Robert Franklin at 513.557.7188 or me at 513.244.1351.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steven Parker".

Steven Parker, P.E.  
Supervising Engineer  
Development Services

SP:rjf

cc: Availability File, Cincinnati, Katherine Keough-Jurs

January 8, 2020

Mitch Getts  
The Kleingers Group  
6219 Centre Park Drive  
West Chester, OH 45069



**Subject: Conditional Availability of Sewers  
Apartments - (39) 1-BR & (12) 2-BR  
Auditor's Parcel Number 0070-0002-0063, -0068-76, -0097, -0133, & -0159-160  
758 E. McMillan Street  
Cincinnati  
APD Number CMD2000002**

Dear Mr. Getts,

Your sewer availability request for the property referenced above has been processed and approved. Sanitary sewer service is available via connection to the existing public sewer in Hemlock Street, E. McMillan Street, or Stanton Avenue, subject to the following requirements and conditions:

1. All plans and construction shall comply with the latest edition of the MSD Rules and Regulations which governs the design, construction, maintenance, operation, and use of sanitary and combined sewers. This document can be downloaded from the MSD website at [http://www.msdc.org/about/msd/legal\\_and\\_organizational\\_documents/msd-rules-regulations/](http://www.msdc.org/about/msd/legal_and_organizational_documents/msd-rules-regulations/).
2. In instances where the overflow rim of the lowest plumbing fixture in any proposed structure is below the elevation of the rim of the next upstream manhole in the sewer system to which the proposed structure is connected, a backwater valve shall be installed in accordance with Section 614 of the MSD Rules and Regulations.
3. A tap permit must be obtained in accordance with Section 1201 of the MSD Rules and Regulations. The sewer contractor must contact the MSD Field Office at 513.244.1369 for sewer inspection after tap permit is issued.
4. All sewer tappers making building sewer connections to the MSD sewer system shall be licensed and bonded by MSD in accordance with Section 1212 of the MSD Rules and Regulations.
5. The person to whom a tap permit or special permit is issued shall be responsible for obtaining any additional permits required to open cut any public street, road or highway from the appropriate public authority that has jurisdiction in accordance with Section 1210 of the MSD Rules and Regulations.
6. Each structure or each dwelling is to be provided with a separate water service and meter shall also be serviced by a separate and completely independent building sewer tapping into the sanitary or combined sewer system in accordance with Section 1202 of the MSD Rules and Regulations.
7. All storm and sanitary sewer flows shall be separated within the development site prior to discharging to the combined sewer system in accordance with Section 302 of the MSD Rules and regulations.
8. Storm detention shall be provided in accordance with Section 303 of the MSD Rules and Regulations. Additional stormwater detention requirements may be necessary as part of the review per Section 303.
9. For additional site storm water requirements within the City of Cincinnati, contact the City of Cincinnati's Stormwater Management Utility (SMU) at 513.591.5050.

The conditional availability of sewer service as described in this letter is effective until January 8, 2021 and may be extended for one additional year in accordance with Article V, Section 510 of the MSD Rules and Regulations. Extension requests may be made within thirty (30) days of the expiration date of this application. Subsequent extension requests may or may not be granted depending on the availability of

*(Continued on Reverse Side of Page)*

sewer credits, hydraulic capacity of the sewer system, and/or other factors that may affect MSD's ability to accept additional sanitary flows into our sewer system.

This determination of sewer availability is based on the best information available at this time to the Metropolitan Sewer District of Greater Cincinnati and is subject to modification or revocation resulting from regulatory action taken by the United States Environmental Protection Agency, the State of Ohio Environmental Protection Agency, from federal consent decrees, or other judicial action ordered by federal courts of the United States Government or the courts of the State of Ohio.

If you have any questions, please call Robert Franklin at 513.557.7188 or me at 513.244.1351.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steven Parker".

Steven Parker, P.E.  
Supervising Engineer  
Development Services

SP:rjf

cc: Availability File, Cincinnati, Katherine Keough-Jurs

February 11, 2020

Mr. Steve Korte  
Kleingers  
6219 Centre Park Dr.  
West Chester, OH 45069

Re: Poste Phase 2 (D) – (CPRE200006) Final Recommendations

Dear Mr. Korte,

This letter is to inform you that our CSR Advisory-TEAM and CSPRO Committee has reviewed your proposed project at 758 E. McMillan Street in the Community of Walnut Hills. The information provided is the recommendations of the City of Cincinnati and must be followed as you move forward with your project. As a reminder, we are also meeting with you on February 18, @ 1:30 pm to discuss this information. Please see the feedback listed below. Thank you for developing within the City of Cincinnati.

### **City Planning Department**

#### **Immediate Requirements to move the project forward:**

1. **A Zone Change will be required to move the project forward. The proposed uses are defined as "Mid-Rise" and "Multi-Plex: Large" which are not permitted uses within the T4N.SF transect zone. The following zoning district rezone should be considered by the applicant:**
2. **Planned Development (refer to Cincinnati Zoning Code Chapter 1429)**
  - o Phase 1 is zoned Planned Development, PD on the south side of McMillan Street. A Zone Change to PD and a Major Amendment to the existing PD could be applied for which would require a revised Concept Plan and Development Program Statement.
  - o (Under this process, after the zone change is effective, a Final Development Plan would need to be reviewed and approved by City Planning Commission. Final Development Plan review by the City Planning Commission could be requested concurrently and would be contingent upon approval of the Zone Change and Major Amendment by City Council. All submittal requirements of Section 1429-13 would be required to submitted concurrently with Zone Change and Major Amendment application.

#### **Requirements to obtain permits:**

1. A lot consolidation for each of the building sites shall be recorded through the Hamilton County Recorder's office. It is recommended that this take place after any zone change request approval.
2. Zone Change shall be in effect prior to obtaining permits.

#### **Recommendations:**

1. The Department of City Planning strongly recommends that the applicant engage with the Walnut Hills Community Council and the Walnut Hills Redevelopment Foundation.



**Contact:**

- **Andy Juengling** | City Planning | 513-352-4840 | [andy.juengling@cincinnati-oh.gov](mailto:andy.juengling@cincinnati-oh.gov)

**Buildings & Inspections – Zoning**

**Immediate Requirements to move the project forward:**

1. The proposed building types of Mid-Rise and Multi-Plex: Large are not permitted in the current T4N.SF-O Zoning Transect. The City Planning Department is recommending a change to a Planned Development (PD).

**Requirements to obtain permits:**

1. Lot consolidation will be required prior to issuance of building permits.

**Recommendations:**

1. Continue to work with Zoning and City Planning Staff to ensure that the proposed development adheres closely to the requirements and intent of the Land Development Code.

**Contact:**

- **Doug Owen** | Zoning | 513-352-2441 | [douglas.owen@cincinnati-oh.gov](mailto:douglas.owen@cincinnati-oh.gov)

**Metropolitan Sewer District (MSD)**

**Immediate Requirements to move the project forward:**

- None

**Requirements to obtain permits:**

1. Detention will be reviewed by Jeff Chen at [jeff.chen@cincinnati-oh.gov](mailto:jeff.chen@cincinnati-oh.gov) or 513-244-1357 per Section 303 of the MSD Rules and Regulations.
2. An approved site utility plan will be required to receive approved permit.

**Recommendations:**

- None

**Contact:**

- **Jim Wood** | MSD | 513-352-4311 | [jim.wood@cincinnati-oh.gov](mailto:jim.wood@cincinnati-oh.gov)

**Stormwater Management Utility (SMU)**

**Immediate Requirements to move the project forward:**

- None

**Requirements to obtain permits:**

1. Submit calculations, drainage maps, detention section drawings and shop drawings. SMU is ok with design calculation following MSD rules.
2. Submit proposed grading plan: runoff must be contained within sites.
3. C140
  - o Specify pipes materials for all proposed storm lines.
  - o Show buildings downspouts connection to drainage system.
4. Show profiles for outlet pipes in R/W's of Chatham St and Hemlock St. Pipes must be RCP or DIP.
5. Submit an approved Erosion and Sediment control plan.
6. Include SMU's Standard Plan Notes (<https://cincinnati-oh.gov/stormwater/construction-and-design/standards/standard-plan-notes-updated-july-2017/>).



**Recommendation:**

- None

**Contact:**

- **Saidou Wane** | SMU | 513-591-7746 | [Saidou.wane@cincinnati-oh.gov](mailto:Saidou.wane@cincinnati-oh.gov)

**Water Works**

**Immediate Requirements to move the project forward:**

1. At this present time Greater Cincinnati Water Works is in the process of running a flow-tests on the existing public water mains in the area. However, depending on weather, (cold temperatures can cause freezing while conducting the test) it may take some time to receive the flow-test results.
  - a. If the flow in the existing public water mains meet the current fire department fire code for a multi-story apartment building, there the Greater Cincinnati Water Works will have no issues with the proposed development water service branch connections on the existing water mains.
  - b. If the flows in the existing public water mains do not meet the current fire department fire code requirements, the public water mains in the area will need to be upgraded. Greater Cincinnati Water Works will identify the public water main upgrade timeline. If the owner(s)/developer(s) cannot wait on the Greater Cincinnati Water Works public water main upgrade, the owner(s)/developer(s) can replace the public water mains at their expense with Greater Cincinnati Water Works assistance.

**Requirements to obtain permits:**

1. Greater Cincinnati Water Works will not approve any new building permits and water service branch(es) until all conditions are met.
2. Any existing water service branch(es) not to be used for this development, must be properly disconnected at the owner's / developer's expense. Owner would be required to fill out the online FOD form at <https://www.cincinnati-oh.gov/water/engineering-construction/forms-specifications/fod/> authorizing removal of the existing water service branch(es) before any new water service(s) can be sold.

**Recommendations:**

1. If there are existing water service branches on this property is not to be used for this development, they must be properly disconnected at the owner's / developer's expense. Owner would be required to fill out the online FOD form at <https://www.cincinnati-oh.gov/water/engineering-construction/forms-specifications/fod/> authorizing removal of any existing water service branches before any new water service can be sold. Any questions contact 513-591-7837.
2. The Owner/developer must have a licensed plumber that is bonded and certified with GCWW and fill out the Online Branch application <https://www.cincinnati-oh.gov/water/engineering-construction/forms-specifications/> for water service, any questions call (513-591-7836).

**Contact:**

- **Bill Morris** | WaterWorks | 513-591-7858 | [bill.morris@gcww.cincinnati-oh.gov](mailto:bill.morris@gcww.cincinnati-oh.gov)

### **Fire Department**

#### **Immediate Requirements to move the project forward:**

1. Confirm that the closest two hydrants have fire flows of at least 1000 GPM at 20 PSI.

#### **Requirements to obtain permits:**

1. For this structure confirm that there are at least two fire hydrants that are within 400' from all parts of each structure.
2. Closest hydrants are located at 739 E. McMillan St and 2537 Stanton Avenue.
3. Confirm that the Fire Department Connection is within 50' of a fire hydrant.
4. Use of hydrants and FDC placement is not to block fire apparatus access to the structures.

#### **Recommendations:**

- None

#### **Contact:**

- **Fred Prather** | Fire Dept. | 513-357-7595 | [fred.prather@cincinnati-oh.gov](mailto:fred.prather@cincinnati-oh.gov)

### **Office of Environment and Sustainability (OES)**

#### **Immediate Requirements to move forward with project:**

- None

#### **Requirements to obtain permits:**

1. If this project will need to include a new City permanent utility easement (i.e., water and/or sewer), then these must receive environmental approval.

#### **Recommendations:**

1. For any existing site buildings due to anticipated age, asbestos, lead based paint, and other hazardous building materials should be surveyed and, if needed, abatement should be conducted following all applicable regulations prior to their demolition.
2. The development goal should be to earn at a minimum the LEED Certified rating level.
3. Rooftop solar should be considered in the design as a renewable energy source.
4. Site parking areas should include electric vehicle charging stations.
5. Bike rack areas should be included in site parking areas.
6. Site areas designated for solid waste collection, such as for trash dumpsters or carts, should also have at least equal space designated for recycling dumpsters or carts in the design.
7. The use of trees in the landscape design should be included to enhance urban forestry.
8. The use of non-impervious surfaces should be maximized to the extent practical in the design.

#### **Contact:**

- **Howard Miller** | OES | 513-352-6999 | [howard.miller@cincinnati-oh.gov](mailto:howard.miller@cincinnati-oh.gov)

### **Police Department**

#### **Immediate Requirements to move the project forward:**

- None currently.

#### **Requirements to obtain permits:**

- No Comments.

#### **Recommendations:**

- None

#### **Contact:**

- **Matt Hammer** | Police Dept. | 513-478-2257 | [matt.hammer@cincinnati-oh.gov](mailto:matt.hammer@cincinnati-oh.gov)
- **Brandon Kyle** | Police Dept. | 513-564-1870 | [brandon.kyle@cincinnati-oh.gov](mailto:brandon.kyle@cincinnati-oh.gov)
- **Shannon Heine** | Police Dept. | 513-352-2556 | [shannon.heine@cincinnati-oh.gov](mailto:shannon.heine@cincinnati-oh.gov)

### **Health Department**

#### **Immediate Requirements to move the project forward:**

1. No need for Health to review project as proposed.

#### **Requirements to obtain permits:**

- None

#### **Recommendations:**

- None

#### **Contact:**

- **Trisha Blake** | Health Dept. | 513-352-2447 | [trisha.blake@cincinnati-oh.gov](mailto:trisha.blake@cincinnati-oh.gov)

### **Department of Transportation & Engineering (DOTE)**

#### **Immediate Requirements to move the project forward:**

- None

#### **Requirements to obtain permits:**

1. All sidewalk at 758 McMillan, must be 5' wide with a 5' tree lawn and a 6" curb. All sidewalk is to have a 2% cross slope.
  - o The McMillan building must be set to meet the 6" curb and 2% cross slope design.
2. Stanton Street is scheduled to be rehabilitated in 2020. Coordinate with DOTE on work and schedule.
3. No encroachments, including foundations, are permitted in the right of way.
4. Driveway aprons must meet City Standards.
5. All unused drive apron needs to be removed.
6. All work in the right of way requires a DOTE permit.
7. Addressing to be assigned by [dteaddress@cincinnati-oh.gov](mailto:dteaddress@cincinnati-oh.gov) prior to submitting for building permit.

#### **Recommendations:**

- None

#### **Contact:**

- **Morgan Kolks** | DOTE | 513-352-5285 | [morgan.kolks@cincinnati-oh.gov](mailto:morgan.kolks@cincinnati-oh.gov)

### **Buildings & Inspections – Buildings**

#### **Immediate Requirements to move the project forward:**

- None

#### **Requirements to obtain permits:**

##### **Review under 2017 Ohio Building Code (BCO)**

1. New buildings shall be constructed on a single parcel of land unless building is designed to address the conditions of building over property lines. Lot consolidation maybe required (OBC 503.1.2, Table 602, 705, 706)
2. Site Plan shall show metes and bounds of property and dimension the location of the building in relation to those property lines. Fire separation distance to adjacent property lines are required to:
  - verify the increase in building area taken due to 30' open perimeter (OBC 506.3)
  - determining the required fire rating of exterior walls (OBC Table 602)
  - determining the maximum allowable openings in exterior walls (OBC Table 705.8)
3. Site plan shall show grading contours or adequate number of spot elevations and finish floor elevations to:
  - verify building height
  - identify any changes in grade elevations where retaining walls, ramps or stairs with edge protection will be required.
4. OBC 508.3 and 508.4 - Code summary for Building #4 shall declare whether the building is separated or non-separated mixed use/occupancy. The reduction of 2 HR separation to 1 HR is only achieved with an NFPA 13 fire suppression system.
5. OBC 504.4 and 506.2 - Building height and area shall be calculated on the most restrictive building use/occupancy.
6. OBC 903.3.1.2 - The amenities space is classified as a place of assembly (A-2) and is not permitted to have its area protected by an NFPA 13R system.
7. OBC 905.3.1 - Verify whether a standpipe will be required for the proposed buildings.
8. OBC 1101.2 - New buildings shall be designed to be accessible.

#### **Recommendations:**

- None.

#### **Contact:**

- John Schueler | B&I Plans Exam | 513-352-2481 | [john.schueler@cincinnati-oh.gov](mailto:john.schueler@cincinnati-oh.gov)

### **Department of Community & Economic Development (DCED)**

#### **Immediate Requirements to move the project forward:**

- None

#### **Requirements to obtain permits:**

- None

#### **Recommendations:**

- None

**Contact:**

- **Marc Von Allmen** | DCED | 513-352-4549 | [marc.vonallmen@cincinnati-oh.gov](mailto:marc.vonallmen@cincinnati-oh.gov)

**Law Department**

**Immediate Requirements to move the project forward:**

- No comments at this time.

**Requirements to obtain permits:**

- None

**Recommendations:**

- None

**Contact:**

- **Charles Martinez** | Law | 513-352-3359 | [charles.martinez@cincinnati-oh.gov](mailto:charles.martinez@cincinnati-oh.gov)

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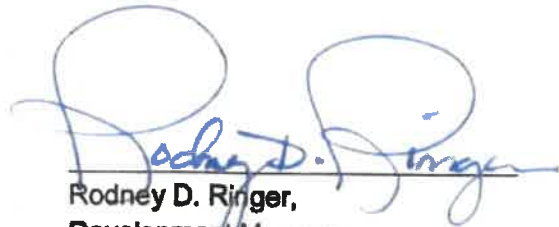
**FINAL ACTION:** The CSR Advisory-TEAM and CSPRO Committee believes that the proposed project plans are moving in the appropriate direction and recommends that the project move forward to City Planning Commission subject to the following condition.

- **The subject development must follow the requirements listed above to ensure that the development meets the requirements of all agencies as they apply for all permits.**

Sincerely,



Art Dahlberg,  
Director of Buildings and Inspections Department  
& CSPRO Committee Chair



Rodney D. Ringer,  
Development Manager

AD:RDR:hs

## **POSTE PHASE II – NEIGHBORHOOD INVOLVEMENT**

Milhaus is co-developing the Poste Phase II project with the Walnut Hills Redevelopment Foundation (WHRF). Neighborhood conversations with the community have been facilitated by WHRF. The organization has helped the community understand how Poste Phase II fits within the Vision Plan and overall mixed-income housing solution/strategy for the Walnut Hills neighborhood.

- **October 10, 2019 – Introduction to Poste 2 at WHAC Meeting**
  - Presented conceptual program and site plan
- **November 7, 2019 – WHAC Area Intensive meeting #1 (Tax Abatement)**
  - Presented program, site plan and conceptual elevations
- **November 14, 2019 – Tax Abatement approved by WHAC**
- **December 18, 2019 – Abatement approved by City Council**
- **February 13, 2020 – WHAC - Reintroduction to Poste Phase II (Rezoning)**
  - Presented program, updated site plan and elevations similar to those previously presented
- **March 5, 2020 – WHAC - Area Intensive meeting #2 (Rezoning)**
  - Presented same updated site plan and elevations – no substantive comments
- **April 9, 2020 – WHAC – Facebook Live Meeting (Rezoning)**
  - Presented same site plan and elevations, requesting support for rezoning, request denied
    - Primary concerns: market rate nature of the housing; amount of parking on site; miscellaneous subjective exterior design element comments
- **May 4, 2020 - Focus Group #1 via Zoom**
  - WHAC set up a focus group with approximately 10 neighborhood residents and business owners to discuss key concerns identified in April 9<sup>th</sup> meeting. Milhaus and its architect solicited feedback on beneficial changes.
- **May 11, 2020 - Focus Group #2 via Zoom**
  - WHAC set up a focus group with approximately 10 neighborhood residents and business owners to discuss key concerns identified in April 9<sup>th</sup> meeting. Milhaus and its architect solicited feedback on beneficial changes.
- **August 14, 2020 – Zoning Staff Conference**
  - Presented updated elevations to 8 residents in the neighborhood in response to comments from focus groups. Changes included: 10% more parking spaces, 2-bedrooms revised to 1-bedrooms in building #5, building #5 entry point added off Chatham Street, revised fiber cement panel color.
- **September 3, 2020 – WHAC – Area Intensive Meeting #3 (Rezoning)**
  - Presented elevations, renderings, site and building plans similar to those previously presented.
- **September 10, 2020 – WHAC – General Meeting #3 (Rezoning Support Approval)**
  - Committed to clean alley and added a couple 60% AMI units to address the need for affordable housing expressed by the neighborhood in area intensive meeting #3. Letter of support obtained from Neighborhood.
- **November 20, 2020 – Special Planning Commission for Major PD Amendment**
  - Presented neighborhood engagement timeline, site plan and renderings.

Milhaus has solicited feedback from the neighborhood throughout the rezoning process. We are proud the neighborhood voted to support the Poste Phase II development.





**area  
council**

2640 kemper lane  
cincinnati ohio 45206

[www.wearewalnuthills.org](http://www.wearewalnuthills.org)

October 28, 2020

Cincinnati City Council  
801 Plum Street  
Cincinnati, OH 45202

Delightful Day,

The Walnut Hills Area Council has a process for development projects receiving a letter of support and Milhaus has received letters of support from Walnut Hills Area Council membership in the past for this development. Yet, the first time Milhaus went through the process for this Major Amendment to their Concept Plan and Development Program Statement they did not receive a letter of support.

Milhaus leadership reached out to work with the neighborhood to discuss options to potentially receive an affirmative vote.

Milhaus collaborated with the WHAC, WHBG and WHRF for two focus groups. The outcome of these discussions reflected in their revised proposal:

- Milhaus will facilitate cleanup efforts of Hollander Alley
- The details of Building 5 reconfigured removing the white fiber cement and placing the townhome views and front door off Chatham.
- Landscaping and privacy fencing added – particularly around Divine Daycare
- 2 units within Poste community affordable at 60% AMI or below for 5 years. (The inclusion of these two units very important to the neighborhood)

Milhaus presented a revised proposal at the September 10, 2020 WHAC meeting. Their request for the Walnut Hills Area Council to provide a letter of support for the Major Amendment to their Concept Plan and Development Program Statement rezoning Poste Phase II property to be included in the Poste Phase I Planned Development (PD) district received an affirmative vote.

If there are questions, please contact [president@wearewalnuthills.org](mailto:president@wearewalnuthills.org)  
Share your joy,

A handwritten signature in black ink, appearing to read 'K. Gardette'.

Kathryne Gardette  
President, Walnut Hills Area Council

**Palmer, Kira**

---

**From:** Dan Vance <vance\_dan@yahoo.com>  
**Sent:** Thursday, November 5, 2020 11:10 AM  
**To:** Palmer, Kira  
**Subject:** [External Email] Re: Notice of City Planning Commission - 11/20/2020, 9:00 a.m.

External Email Communication

Hello,

I've attended these and frankly, it seems a waste of time. Parking continues to be difficult in this area and Poste II simply will make it worse.

Sincerely,

Dan Vance, PhD  
Associate Professor (retired)  
Mathematics Department  
University of Cincinnati

On Thursday, November 5, 2020, 11:05:56 AM EST, Palmer, Kira <kira.palmer@cincinnati-oh.gov> wrote:

Good morning,

Please find the attached notice for the City Planning Commission meeting on Friday, 11/20 at 9 a.m. This notice is for a proposed zone change and Major Amendment to the Concept Plan and Development Program Statement for PD-78, Firehouse Row, in Walnut Hills. You are receiving this email because you attended the staff conference for this item on Monday, 8/24. Notices have also been sent in the mail to property owners within 400' of the subject site.

Please let me know if you have any questions.

Best,  
Kira

**Kira Palmer | Affordable Housing AmeriCorps VISTA**  
City of Cincinnati | Department of City Planning  
Two Centennial Plaza | 805 Central Avenue, Suite 720 | Cincinnati, OH 45202  
[Facebook](#) | [Twitter](#) | [Website](#) | [Plan Cincinnati](#)





**Palmer, Kira**

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**From:** Scott Hand <scothand@gmail.com>  
**Sent:** Wednesday, November 18, 2020 4:48 PM  
**To:** Palmer, Kira  
**Cc:** Kelly Ashton-Hand  
**Subject:** [External Email] Proposed Zoning Change PD-78 Firehouse Row

External Email Communication

Kira,

I will be unable to attend the Planning Commission meeting on Friday, Nov 20 regarding the Planned Development 78, Firehouse Row in Walnut Hills.

As a neighbor who both lives and works in WH, I would like to include a short statement.

While I favor of the increased density that this phase of the project brings, the developer has met with the neighborhood on several occasions with very little fruitful engagement. The developer adjusted the finishes and massing slightly, but failed to address the bigger development issues that the neighborhood brought up repeatedly - affordability, public space, and parking.

My personal biggest grievance on behalf of the proposed design is the devastating plan for parking and driveway access on Hemlock St. On what used to be a dense residential street face, they are proposing over 100' of clear view to more paving and parked cars - against all current zoning guidelines.

If this development moves forward, please find a way to enforce better urban design and parking design standards for me and my neighbors on Hemlock.

Thank you,  
Scott Hand  
2522 May St  
[scothand@gmail.com](mailto:scothand@gmail.com)  
708-539-5511

January 6, 2021

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

202002360

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

**Subject:** Ordinance – Zone Change at Madison Road and Kennedy Avenue

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Transmitted is an emergency Ordinance captioned:

AMENDING the official zoning map of the City of Cincinnati to rezone the real property located at 3628-3640 Madison Road and certain other adjacent properties in the Oakley neighborhood from the RMX, “Residential Mixed,” zoning district to the CG-A, “Commercial General Auto-Oriented,” zoning district to provide for the establishment of new commercial uses, including eating and drinking establishments.

Summary

Morelia Group, LLC is requesting a zone change from Residential Mixed (RMX) to Commercial General – Auto Oriented (CG-A) at 3628-3640 Madison Road in Oakley to facilitate a Swenson’s restaurant with a drive-thru along with an additional 14,000 square feet of commercial and restaurant space in separate buildings. The area to be rezoned is approximately 1.5374 acres. The property is situated at the northeast corner of Kennedy Avenue and Madison Road.

The requested zone is Commercial General – Auto Oriented (CG-A). This zoning district is intended to maintain, support, and create areas of the City that serve as region-drawing centers of activity. These areas should reflect a mix of commercial, office, recreation and entertainment and arts uses that reflect the regional importance of the area. This zone exists immediately adjacent to the subject properties to the north and the east and contains a mix of commercial development. Drive-thru restaurants and commercial development are permitted in this district.

The zone change is consistent with both *Plan Cincinnati* (2012) and the *Oakley Master Plan* (2019) and the future development will be consistent with the existing surrounding built environment and adjacent zoning districts.

We are requesting this item contain the emergency clause due to the purchase contract of the seven residential properties expiring on February 5, 2021.

The Administration recommends Approval of this Ordinance.

cc: Katherine Keough-Jurs, AICP, Director  
Department of City Planning

## **EMERGENCY**

**DBS**

**- 2021**

**AMENDING** the official zoning map of the City of Cincinnati to rezone the real property located at 3628-3640 Madison Road and certain other adjacent properties in the Oakley neighborhood from the RMX, “Residential Mixed,” zoning district to the CG-A, “Commercial General Auto-Oriented,” zoning district to provide for the establishment of new commercial uses, including eating and drinking establishments.

WHEREAS, the Morelia Group, LLC (“Petitioner”), through its attorney Charles E. Baverman III, has petitioned to rezone the real property located at 3628-3640 Madison Road and certain other adjacent properties in the Oakley neighborhood (“Property”) from the RMX, “Residential Mixed,” zoning district to the CG-A, “Commercial General Auto-Oriented,” zoning district; and

WHEREAS, rezoning the Property to the CG-A, “Commercial General Auto-Oriented,” zoning district would allow the Petitioner to construct a new drive-thru restaurant and provide for the future development of an additional 14,000 square feet of commercial and restaurant space; and

WHEREAS, the adjacent property to the north and east of the Property are currently located in the CG-A, “Commercial General Auto-Oriented,” zoning district, and thus rezoning the Property to the same zoning district would allow it to be developed and operated in a manner that is consistent with the development of those adjacent properties; and

WHEREAS, the proposed zone change is consistent with the *Oakley Master Plan* (2019) and *Plan Cincinnati* (2012), particularly the latter plan’s goal to “target investment to geographic areas where there is already economic activity” (page 141); and

WHEREAS, at its regularly scheduled meeting on December 18, 2020, the City Planning Commission determined that the proposed zone change is in the interest of the public’s health, safety, morals, and general welfare, and it recommended rezoning the Property from the RMX, “Residential Mixed,” zoning district to the CG-A, “Commercial General Auto-Oriented,” zoning district; and

WHEREAS, a committee of Council held a public hearing on the proposed rezoning of the Property following due and proper notice pursuant to Cincinnati Municipal Code Section 111-1, and the committee approved rezoning the Property, finding it in the interest of the public’s health, safety, morals, and general welfare; and

WHEREAS, the Council resolves to rezone the Property from the RMX, “Residential Mixed,” zoning district to the CG-A, “Commercial General Auto-Oriented,” zoning district,

finding it to be in the interest of the public's health, safety, morals, and general welfare; now, therefore,

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

Section 1. That the shape and area of the City of Cincinnati's official zoning map in the location of the real property located at 3628-3640 Madison Road and certain other adjacent properties in the Oakley neighborhood, shown on the map attached hereto as Exhibit "A" and incorporated herein by reference, and being more particularly described on the legal description contained in Exhibit "B" attached hereto and incorporated herein by reference, is hereby amended from the RMX, "Residential Mixed," zoning district to the CG-A, "Commercial General Auto-Oriented," zoning district.

Section 2. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is immediate need to allow the petitioner to proceed with its development plans so that the City may receive and enjoy the corresponding benefits at the earliest possible date.

Passed: \_\_\_\_\_, 2021

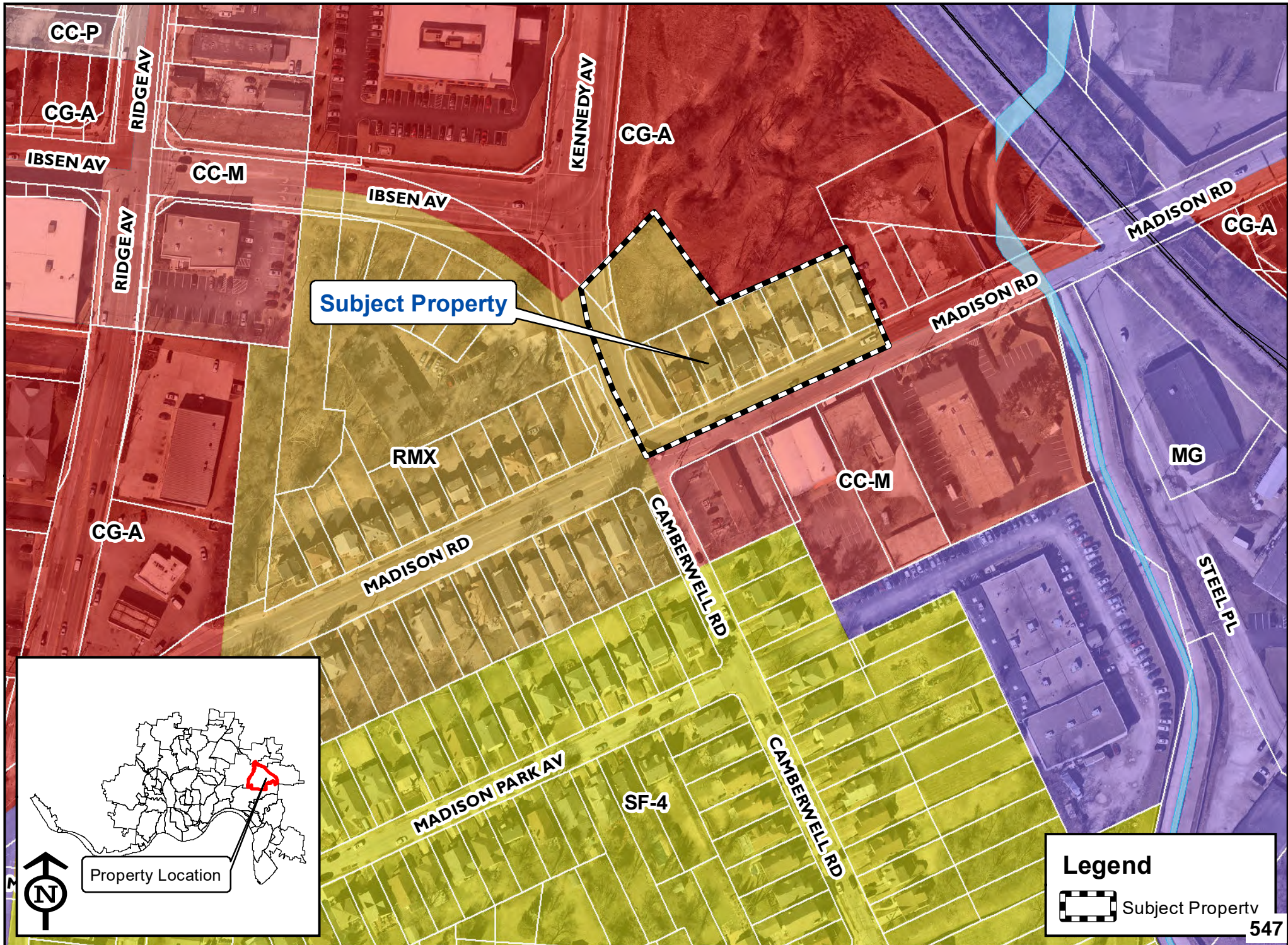
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John Cranley, Mayor

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



# Ex.A - Proposed Zone Change from RMX to CG-A at 3628-3640 Madison Rd. in Oakley





## **REZONE LEGAL**

### **1.5374 ACRES**

Situated in Section 22, Town 4, Fractional Range 2, Miami Purchase, Columbia Township, City of Cincinnati, Hamilton County, Ohio, being a portion of Zone RM-X to be rezoned to CG-A the boundary of which is more particularly described as follows:

BEGINNING at the intersection of the existing centerlines of Kennedy Avenue and Madison Road;

Thence along the centerline of Kennedy Avenue, North  $25^{\circ}12'29''$  West a distance of 90.23 feet;

Thence along a curve to the right for an arc distance of 145.94 feet, said curve having a radius of 499.67 feet, a central angle of  $16^{\circ}44'04''$  and a chord which bears, North  $16^{\circ}50'27''$  West a distance of 145.42 feet;

Thence leaving said centerline, North  $44^{\circ}27'49''$  East a distance of 140.81 feet;

Thence, South  $33^{\circ}50'53''$  East a distance of 150.20 feet;

Thence, North  $64^{\circ}56'58''$  East a distance of 178.72 feet;

Thence, South  $25^{\circ}13'33''$  East a distance of 135.00 feet to the existing centerline of Madison Road;

Thence along said centerline, South  $64^{\circ}56'58''$  West a distance of 354.53 feet to the POINT OF BEGINNING;

Containing 1.5374 acres of land more or less.

Bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD 83.

January 6, 2021

To: Nicole Crawford, Office of the Clerk of Council

From: Katherine Keough-Jurs, AICP, Director, Department of City Planning *JK for KKS*

Copies to: James Weaver, AICP, Senior City Planner

Subject: **Ordinance - Zone Change at Madison Road and Kennedy Avenue**

---

The above referenced ordinance is ready to be scheduled for Committee. We are requesting that this item be scheduled for the next available the Economic Growth & Zoning Committee. This item requires a public hearing and notice in the City Bulletin 14 days before the public hearing.

Included in this submission are the following items:

- 1) The transmittal letter to the Economic Growth & Zoning Committee;
- 2) A copy of the Planning Commission staff report dated December 18, 2020;
- 3) The Ordinance for the zone change from RMX to CG-A;
- 4) The mailing labels for notification of all property owners within 400 feet; and
- 5) A copy of the mailing labels for your records

January 6, 2020

Cincinnati City Council  
Council Chambers, City Hall  
Cincinnati, Ohio 45202



Dear Members of Council:

We are transmitting herewith an emergency Ordinance captioned as follows:

**AMENDING the official zoning map of the City of Cincinnati to rezone the real property located at 3628-3640 Madison Road and certain other adjacent properties in the Oakley neighborhood from the RMX, "Residential Mixed," zoning district to the CG-A, "Commercial General Auto-Oriented," zoning district to provide for the establishment of new commercial uses, including eating and drinking establishments.**

**Summary:**

Morelia Group, LLC is requesting a zone change from Residential Mixed (RMX) to Commercial General – Auto Oriented (CG-A) at 3628-3640 Madison Road in Oakley to facilitate a Swenson's restaurant with a drive-thru along with an additional 14,000 square feet of commercial and restaurant space in separate buildings. The area to be rezoned is approximately 1.5374 acres. The property is situated at the northeast corner of Kennedy Avenue and Madison Road.

The requested zone is Commercial General – Auto Oriented (CG-A). This zoning district is intended to maintain, support, and create areas of the City that serve as region-drawing centers of activity. These areas should reflect a mix of commercial, office, recreation and entertainment and arts uses that reflect the regional importance of the area. This zone exists immediately adjacent to the subject properties to the north and the east and contains a mix of commercial development. Drive-thru restaurants and commercial development are permitted in this district.

The zone change is consistent with both *Plan Cincinnati* (2012) and the *Oakley Master Plan* (2019) and the future development will be consistent with the existing surrounding built environment and adjacent zoning districts.

We are requesting this item contain the emergency clause due to the purchase contract of the seven residential properties expiring on February 5, 2021.

The Administration recommends Approval of this Ordinance.

Motion to Approve: Mr. Eby

Ayes:

Mr. Juech  
Mr. Smitherman  
Ms. McKinney  
Mr. Eby  
Mr. Stallworth

Seconded: Ms. McKinney

THE CITY PLANNING COMMISSION

A handwritten signature in black ink that reads "Katherine Keough-Jurs".

Katherine Keough-Jurs, AICP, Director  
Department of City Planning

KKJ: jmw

Encl.: Staff Report, Ordinance



**December 18, 2020**

**Honorable City Planning Commission  
Cincinnati, Ohio**

**SUBJECT:** A report and recommendation on a proposed zone change from Residential Mixed (RMX) to Commercial General – Auto Oriented (CG-A) at 3628-3640 Madison Road in Oakley.

**GENERAL INFORMATION:**

Location: 3628-3640 Madison Road, Cincinnati, OH 45209  
Petitioner: Charles E. Baverman III (representing Morelia Group, LLC)  
Petitioner's Address: 255 E. Fifth Street, Suite 1900, Cincinnati, OH 45202

**ATTACHMENTS:**

Provided in addition to this report are the following attachments:

- Exhibit A – Location Map
- Exhibit B – Zone Change Application, Legal Description, and Plat
- Exhibit C – Preliminary Site Plan
- Exhibit D – Coordinated Site Review Letter
- Exhibit E – Letter from Oakley Community Council
- Exhibit F – Additional letter from a surrounding property owner

**BACKGROUND:**

The petitioner is requesting a zone change from Residential Mixed (RMX) to Commercial General – Auto Oriented (CG-A) at 3628-3640 Madison Road in Oakley to facilitate a Swenson's restaurant with a drive-thru along with an additional 14,000 square feet of commercial and restaurant space in separate buildings (Exhibit C). The area to be rezoned is approximately 1.5374 acres. The property is situated at the northeast corner of Kennedy Avenue and Madison Road.

**ADJACENT LAND USE AND ZONING:**

The proposed zone change is for ten parcels that are currently zoned RMX as shown on the attached map (Exhibit A). The property is currently used as residences and vacant City-owned property controlled by the City's Department of Transportation & Engineering. The existing zoning and land use surrounding the subject properties are as follows:

- North: Commercial General – Auto Oriented (CG-A) and Residential Mixed (RMX) – Hubbard Radio facility (under construction)
- East: Commercial General – Auto Oriented (CG-A) – Vacant
- South: Commercial Community – Mixed (CC-M) – A car wash, a gym, a furniture store, and Oakley Kitchen
- West: Residential Mixed (RMX) – Kennedy Avenue, then small-scale residential (1-3 units)

**PROPOSED DEVELOPMENT:**

The proposed zone change would facilitate a proposed commercial development of a Swenson's restaurant along with an additional 14,000 square feet of commercial and restaurant space (Exhibit C). A future minor subdivision may be required to split the restaurant parcel from the additional proposed commercial buildings.

### **ANALYSIS:**

Madison Road is a main east-west thoroughfare throughout the city, stretching from Madisonville in the east to Green Township in the west as Westwood Northern Boulevard. When the Kennedy Connector was completed to extend Kennedy Avenue from Duck Creek Road to Madison Road, commercial interest in this area increased, including several new developments along this new portion of Kennedy Avenue. There is already commercial zoning and development to the north, south, and east of the proposed zone change area with a small pocket of older residential homes.

The requested zone is Commercial General – Auto Oriented (CG-A). This zoning district is intended to maintain, support, and create areas of the City that serve as region-drawing centers of activity. These areas should reflect a mix of commercial, office, recreation and entertainment and arts uses that reflect the regional importance of the area. This zone exists immediately adjacent to the subject properties to the north and the east and contains a mix of commercial development. Drive-thru restaurants and commercial development are permitted in this district.

This future development will be consistent with the existing surrounding built environment and adjacent zoning district.

### **COORDINATED SITE REVIEW:**

The proposed zone change was reviewed by the Coordinated Site Review team on November 10, 2020 as project CPRE200103. No objections were voiced regarding the zone change, but additional requirements will need to be met before permits are obtained, such as a subdivision to create the parcel for the proposed development. The full letter is attached as Exhibit D.

### **PUBLIC COMMENT:**

The Department of City Planning held a virtual public staff conference on this proposed zone change on November 16, 2020. Notices were sent to property owners within a 400-foot radius of the subject property and the Oakley Community Council. The development team was present at the meeting in addition to City staff, six nearby property owners, and two students who were interested in attending a public meeting. Most attendees were supportive of the project, but one attendee was against the project for adding more commercial development in this area that could detract from the Oakley Neighborhood Business District.

After the November 16, 2020 public staff conference, the applicant was able to obtain permission to rezone two properties along Kennedy Avenue that also fall within the proposed development site plan. These two additional parcels also required a zone change. Rather than consider them in a separate process at a later date, it is more appropriate to consider all of these parcels comprehensively, therefore the applicant requested an addendum to the original application. This resulted in required notification to one more property, so a second public staff conference will be held on December 16, 2020 after writing this report. Any updates from this additional virtual staff conference will be shared with the City Planning Commission at the December 18, 2020 meeting.

All property owners within a 400-foot radius of the subject properties and the Oakley Community Council were notified of the City Planning Commission meeting. The Oakley Community Council submitted a letter of support (Exhibit E). Staff has also received one letter against the project (Exhibit F).

### **CONSISTENCY WITH PLANS:**

#### *Plan Cincinnati (2012)*

The proposed zone change is consistent with the Compete Initiative Area of *Plan Cincinnati* (2012), and the Goal to “target investment to geographic areas where there is already economic activity” (page 141). Following approval of the zone change, the applicant intends to add to the commercial character of this part of Oakley as it is already surrounded with commercial uses.

#### *Oakley Master Plan (2019)*

The proposed zone change is also consistent with the Oakley Master Plan (2019) in the Investing in Our Businesses focus area. An action step within this focus area is to “ensure new developments do not allow parking between building and street and encourage parking behind buildings” (page 59). Although the drive-thru Swenson’s restaurant does not follow this, the additional commercial development is shown in the renderings to be built to the street with access off Madison Road and outdoor dining options to further engage the street.

### **CONCLUSIONS:**

The staff of the Department of City Planning supports the proposed change in zoning for the following reasons:

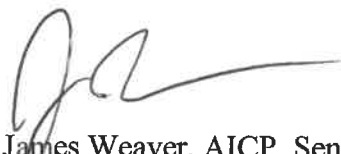
1. The proposed zone change will facilitate future commercial development along one of the city’s main east-west thoroughfares. This future development will be consistent with the existing surrounding built environment and adjacent zoning districts.
2. It is consistent with *Plan Cincinnati* (2012) within the Compete Initiative Area, specifically the Goal to ““target investment to geographic areas where there is already economic activity”. It is also consistent with the *Oakley Master Plan* (2019) within the Investing in Our Businesses focus area.

### **RECOMMENDATION:**

The staff of the Department of City Planning recommends that the City Planning Commission take the following action:

**APPROVE** the proposed zone change from Residential Mixed (RMX) to Commercial General – Auto Oriented (CG-A) at 3628-3640 Madison Road in Oakley.

Respectfully submitted:



James Weaver, AICP, Senior City Planner  
Department of City Planning

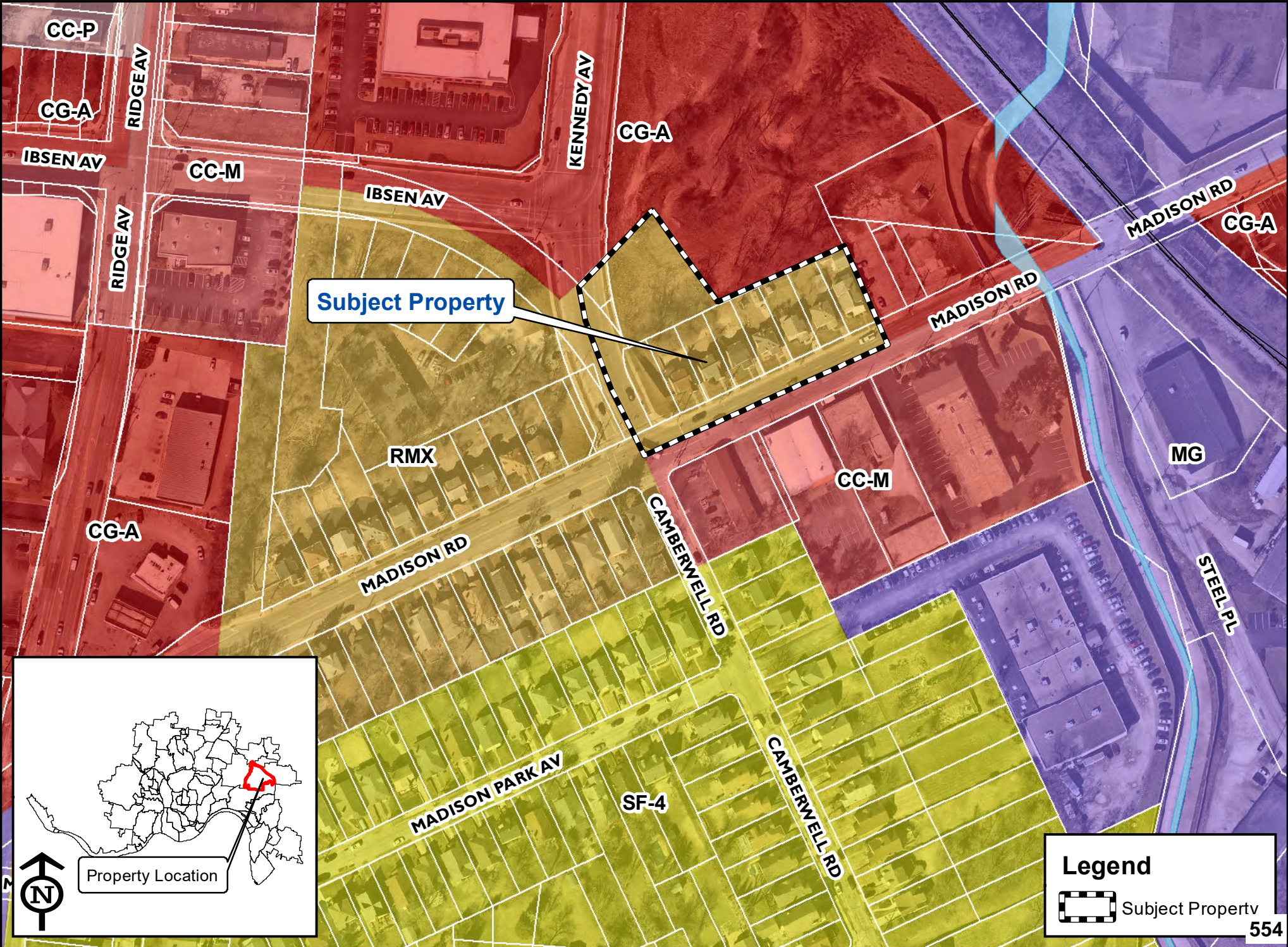
Approved:



Katherine Keough-Jurs, AICP, Director  
Department of City Planning



Ex.A - Proposed Zone Change from RMX to CG-A at 3628-3640 Madison Rd. in Oakley





**PETITION FOR CHANGE OF ZONING OF PROPERTY  
LOCATED IN THE CITY OF CINCINNATI, OHIO**

To: The Honorable Council of the City of Cincinnati

Date: 10/29/20

I hereby request your Honorable Body to amend the Zoning Map of the City of Cincinnati by changing the area described in the attached legal documentation and depicted on the attached plat from the RMX Zone District to the CG-A Zone District.

Location of Property (Street Address): Please see Exhibit A attached.

Area Contained in Property (Excluding Streets): Please see enclosed plat.

Present Use of Property: Residential housing and vacant land.

Proposed Use of Property & Reason for Change: Please see Exhibit B attached.

Property Owner's Signature(s): \_\_\_\_\_

Name Typed: City of Cincinnati

Address: Madison Road, Cincinnati, Ohio 45209 Phone: \_\_\_\_\_

Agent Signature: 

Name Typed: Charles E. Baverman III, Attorney for Applicant (Morelia Group, LLC)

Address: 255 E. Fifth Street, Suite 1900, Cincinnati, Ohio 45202 Phone: 513-977-8351

Please Check if the Following Items are Attached

Application Fee x      Copies of Plat x      Copies of Metes and Bounds x

**PETITION FOR CHANGE OF ZONING OF PROPERTY  
LOCATED IN THE CITY OF CINCINNATI, OHIO**

To: The Honorable Council of the City of Cincinnati

Date: 10/8/2020

I hereby request your Honorable Body to amend the Zoning Map of the City of Cincinnati by changing the area described in the attached legal documentation and depicted on the attached plat from the RMX Zone District to the CG-A Zone District.

Location of Property (Street Address): Please see Exhibit A attached.

Area Contained in Property (Excluding Streets): Please see enclosed plat.

Present Use of Property: Residential housing and vacant land.

Proposed Use of Property & Reason for Change: Please see Exhibit B attached.

Property Owner's Signature(s): 

Name Typed: Charles C. Estes and Janet V. Estes

Address: 3628 Madison Road, Cincinnati, Ohio 45209 Phone: \_\_\_\_\_

Agent Signature: 

Name Typed: Charles E. Baverman III, Attorney for Applicant (Morelia Group, LLC)

Address: 255 E. Fifth Street, Suite 1900, Cincinnati, Ohio 45202 Phone: 513-977-8351

Please Check if the Following Items are Attached

Application Fee x

Copies of Plat x

Copies of Metes and Bounds x

**PETITION FOR CHANGE OF ZONING OF PROPERTY  
LOCATED IN THE CITY OF CINCINNATI, OHIO**

To: The Honorable Council of the City of Cincinnati

Date: 10/08/20

I hereby request your Honorable Body to amend the Zoning Map of the City of Cincinnati by changing the area described in the attached legal documentation and depicted on the attached plat from the RMX Zone District to the CG-A Zone District.

Location of Property (Street Address): Please see Exhibit A attached.

Area Contained in Property (Excluding Streets): Please see enclosed plat.

Present Use of Property: Residential housing and vacant land.

Proposed Use of Property & Reason for Change: Please see Exhibit B attached.

Property Owner's Signature: 

Name Typed: Christopher R. Hildebrand, Manager of Vintage Office LLC

Address: 8600 Governors Hill Dr., Ste. 160, Cincinnati, Ohio 45249

Phone: 513-469-1500

Agent Signature: 

Name Typed: Charles E. Baverman III, Attorney for Applicant (Morelia Group, LLC)

Address: 255 E. Fifth Street, Suite 1900, Cincinnati, Ohio 45202

Phone: 513-977-8351

Please Check if the Following Items are Attached

Application Fee x

Copies of Plat x

Copies of Metes and Bounds x

**PETITION FOR CHANGE OF ZONING OF PROPERTY  
LOCATED IN THE CITY OF CINCINNATI, OHIO**

To: The Honorable Council of the City of Cincinnati

Date: 10/21/20

I hereby request your Honorable Body to amend the Zoning Map of the City of Cincinnati by changing the area described in the attached legal documentation and depicted on the attached plat from the RMX Zone District to the CG-A Zone District.

Location of Property (Street Address): Please see Exhibit A attached.

Area Contained in Property (Excluding Streets): Please see enclosed plat.

Present Use of Property: Residential housing and vacant land.

Proposed Use of Property & Reason for Change: Please see Exhibit B attached.

Property Owner's Signature: \_\_\_\_\_

DocuSigned by:

*Vidhya Mru*  
F8F02AD005B84BE...

Name Typed: Vidhya Sridaran, Manager of NIRU Capital, LLC

Address: 3632 Madison Road, Cincinnati, Ohio 45209 Phone: \_\_\_\_\_

Agent Signature: *Charles E. Baverman III*

Name Typed: Charles E. Baverman III, Attorney for Applicant (Morelia Group, LLC)

Address: 255 E. Fifth Street, Suite 1900, Cincinnati, Ohio 45202 Phone: 513-977-8351

Please Check if the Following Items are Attached

Application Fee x

Copies of Plat x

Copies of Metes and Bounds x



**PETITION FOR CHANGE OF ZONING OF PROPERTY  
LOCATED IN THE CITY OF CINCINNATI, OHIO**

To: The Honorable Council of the City of Cincinnati

Date: 10-15-2020

I hereby request your Honorable Body to amend the Zoning Map of the City of Cincinnati by changing the area described in the attached legal documentation and depicted on the attached plat from the RMX Zone District to the CG-A Zone District.

Location of Property (Street Address): Please see Exhibit A attached.

Area Contained in Property (Excluding Streets): Please see enclosed plat.

Present Use of Property: Residential housing and vacant land.

Proposed Use of Property & Reason for Change: Please see Exhibit B attached.

Property Owner's Signature: Micheline M. Bennett

Name Typed: Micheline M. Bennett

Address: 3634 Madison Road, Cincinnati, Ohio 45209

Phone: 513-310-5570

Agent Signature: CLP. B.

Name Typed: Charles E. Baverman III, Attorney for Applicant (Morelia Group, LLC)

Address: 255 E. Fifth Street, Suite 1900, Cincinnati, Ohio 45202

Phone: 513-977-8351

Please Check if the Following Items are Attached

Application Fee x

Copies of Plat x

Copies of Metes and Bounds x

**PETITION FOR CHANGE OF ZONING OF PROPERTY  
LOCATED IN THE CITY OF CINCINNATI, OHIO**

To: The Honorable Council of the City of Cincinnati

Date: 10/8/20

I hereby request your Honorable Body to amend the Zoning Map of the City of Cincinnati by changing the area described in the attached legal documentation and depicted on the attached plat from the RMX Zone District to the CG-A Zone District.

Location of Property (Street Address): Please see Exhibit A attached.

Area Contained in Property (Excluding Streets): Please see enclosed plat.

Present Use of Property: Residential housing and vacant land.

Proposed Use of Property & Reason for Change: Please see Exhibit B attached.

Property Owner's Signature: 

Name Typed: Ryan C. Schwallie

Address: 3636 Madison Road, Cincinnati, Ohio 45209 Phone: 614-406-8084

Agent Signature: 

Name Typed: Charles E. Baverman III, Attorney for Applicant (Morelia Group, LLC)

Address: 255 E. Fifth Street, Suite 1900, Cincinnati, Ohio 45202 Phone: 513-977-8351

**Please Check if the Following Items are Attached**

Application Fee x

Copies of Plat x

Copies of Metes and Bounds x

**PETITION FOR CHANGE OF ZONING OF PROPERTY  
LOCATED IN THE CITY OF CINCINNATI, OHIO**

To: The Honorable Council of the City of Cincinnati

Date: 10/08/20

I hereby request your Honorable Body to amend the Zoning Map of the City of Cincinnati by changing the area described in the attached legal documentation and depicted on the attached plat from the RMX Zone District to the CG-A Zone District.

Location of Property (Street Address): Please see Exhibit A attached.

Area Contained in Property (Excluding Streets): Please see enclosed plat.

Present Use of Property: Residential housing and vacant land.

Proposed Use of Property & Reason for Change: Please see Exhibit B attached.

Property Owner's Signature: 

Name Typed: Michael Scicolone, Jr., Manager of Wilburn Realty Limited

Address: 2622 Streamside Ct., Cincinnati, Ohio 45230

Phone: 513-967-0823

Agent Signature: 

Name Typed: Charles E. Baverman III, Attorney for Applicant (Morelia Group, LLC)

Address: 255 E. Fifth Street, Suite 1900, Cincinnati, Ohio 45202

Phone: 513-977-8351

Please Check if the Following Items are Attached

Application Fee x

Copies of Plat x

Copies of Metes and Bounds x

**PETITION FOR CHANGE OF ZONING OF PROPERTY  
LOCATED IN THE CITY OF CINCINNATI, OHIO**

To: The Honorable Council of the City of Cincinnati

Date: 10/14/20

I hereby request your Honorable Body to amend the Zoning Map of the City of Cincinnati by changing the area described in the attached legal documentation and depicted on the attached plat from the RMX Zone District to the CG-A Zone District.

Location of Property (Street Address): Please see Exhibit A attached.

Area Contained in Property (Excluding Streets): Please see enclosed plat.

Present Use of Property: Residential housing.

Proposed Use of Property & Reason for Change: Please see Exhibit B attached.

Property Owner's Signature:  10/14/20

Name Typed: Eric Pescovitz, Authorized Representative of Rick and Charles Investments, LLC

Address: 5600 Graydonmeadow Lane, Cincinnati, Ohio 45243 Phone: \_\_\_\_\_

Agent Signature: 

Name Typed: Charles E. Baverman III, Attorney for Applicant (Morelia Group, LLC)

Address: 255 E. Fifth Street, Suite 1900, Cincinnati, Ohio 45202 Phone: 513-977-8351

Please Check if the Following Items are Attached

**PETITION FOR CHANGE OF ZONING OF PROPERTY  
LOCATED IN THE CITY OF CINCINNATI, OHIO**

To: The Honorable Council of the City of Cincinnati

Date: 11/24/20

I hereby request your Honorable Body to amend the Zoning Map of the City of Cincinnati by changing the area described in the attached legal documentation and depicted on the attached plat from the RMX Zone District to the CG-A Zone District.

Location of Property (Street Address): Please see Exhibit A attached.

Queen City Flatts, LLC owns 4642 and 4648 Kennedy Avenue parcels.

Area Contained in Property (Excluding Streets): Please see enclosed plat.

Present Use of Property: Vacant land.

Proposed Use of Property & Reason for Change: Please see Exhibit B attached.

Property Owner's Signature: 

Name Typed: Authorized Representative for Queen City Flatts, LLC

c/o Hubbard Broadcasting, Inc.  
3415 University Avenue  
St. Paul, MN 55114

Address:  Phone: 651-642-4331

Agent Signature:

Name Typed: Charles E. Baverman III, Attorney for Applicant (Morella Group, LLC)

Address: 255 E. Fifth Street, Suite 1900, Cincinnati, Ohio 45202 Phone: 513-977-8351

Please Check if the Following Items are Attached

Application Fee x

Copies of Plat x

Copies of Metes and Bounds x

## Weaver, James

---

**From:** Williams, Bryan (Urban Planning)  
**Sent:** Thursday, October 29, 2020 3:35 PM  
**To:** Weaver, James  
**Cc:** Peppers, Alex  
**Subject:** RE: [External Email] RE: Morelia Group, LLC - Petition for Change of Zoning of Property

James,

DOTe has no issue with a zone change to the DOTE controlled parcel at this location.

Bryan

**From:** Weaver, James <James.Weaver@cincinnati-oh.gov>  
**Sent:** Tuesday, October 27, 2020 4:11 PM  
**To:** Williams, Bryan (Urban Planning) <Bryan.Williams@cincinnati-oh.gov>  
**Cc:** Peppers, Alex <Alex.Peppers@cincinnati-oh.gov>  
**Subject:** FW: [External Email] RE: Morelia Group, LLC - Petition for Change of Zoning of Property

Bryan,

We received a zone change request for seven parcels along Madison Road, related to CPRE200033, which is now proposed to be a one-story commercial building. Charles Baverman said they have been in contact with you, but is there any way we could include changing the zoning on the DOTE controlled parcel at the NE corner of Kennedy and Madison along with the rest of this zone change? It doesn't affect anything related to land swaps, ownership or anything else, but it would make our lives a lot easier to not have to go through the entire zone change process again for just one parcel.

Thanks,  
James

**From:** Baverman, Charles <[charles.baverman@dinsmore.com](mailto:charles.baverman@dinsmore.com)>  
**Sent:** Tuesday, October 27, 2020 4:03 PM  
**To:** Weaver, James <[James.Weaver@cincinnati-oh.gov](mailto:James.Weaver@cincinnati-oh.gov)>  
**Cc:** Peppers, Alex <[Alex.Peppers@cincinnati-oh.gov](mailto:Alex.Peppers@cincinnati-oh.gov)>; Emmert, Betsy <[Betsy.Emmert@DINSMORE.COM](mailto:Betsy.Emmert@DINSMORE.COM)>  
**Subject:** [External Email] RE: Morelia Group, LLC - Petition for Change of Zoning of Property

### External Email Communication

Hello James, I hope you are doing well.

The discrepancy you identified between our conceptual site plan and the parcels included in this application is explained in the narrative accompanying the application. We have been in contact with Bryan Williams about a potential land swap involving that parcel and some Madison Road frontage for a ROW expansion. We did not include that parcel in this application because we don't control it but we expect to seek a rezoning for it and two other parcels in the near future.

Regarding the CSR, we can file another application but as I mentioned we have already been in communication with the City about our revised plans for this site. Would it be possible for us to file that application while simultaneously setting the zone change application for a staff conference? We are beholden to some deadlines on our contracts to purchase these properties that require us to move rather quickly.

**Exhibit A**

<b>Location of Properties</b>			
<b>Street Address</b>	<b>Hamilton County, Ohio Auditor's Parcel No.</b>	<b>Property Owner(s)</b>	<b>Property Size (ac)</b>
Madison Rd.	051-0002-0139	City of Cincinnati	0.090 ac +/-
3628 Madison Rd.	051-0002-0140	Charles C. and Janet V. Estes	0.094 ac +/-
3630 Madison Rd.	051-0002-0141	Vintage Office LLC	0.098 ac +/-
3632 Madison Rd.	051-0002-0153	NIRU Capital LLC	0.096 ac +/-
3634 Madison Rd.	051-0002-0142	Michelene M. Bennett	0.096 ac +/-
3636 Madison Rd.	051-0002-0143	Ryan C. Schwallie	0.096 ac +/-
3638 Madison Rd.	051-0002-0144	Wilburn Realty Limited	0.099 ac +/-
3640 Madison Rd.	051-0002-0145	Rick and Charles Investments, LLC	0.096 ac +/-
4642 Kennedy Ave.	051-0002-0222	Queen City Flatts, LLC	0.2085 ac +/-
4648 Kennedy Ave.	051-0002-0233	Queen City Flatts, LLC	0.1147 ac +/-

**Exhibit B****Narrative Supplement to Petition for Change of Zoning of Property****Submitted by Morelia Group, LLC****I. Overview**

The applicant, Morelia Group, LLC (“Morelia”), proposes to change the zoning classification of certain parcels located generally at the northeast corner of the intersection of Kennedy Avenue and Madison Road in the Oakley neighborhood of the City of Cincinnati (the “City”), which parcels are listed on Exhibit A to this application and are more particularly described in the legal description included with this application (collectively, the “Parcels”). Morelia proposes to change the zoning classification of the Parcels from Residential, Mixed (“RMX”) to Commercial, General (“CG-A”).

**II. Applicant Background and Project Description**

Morelia is an experienced developer with a long track record of producing high-quality developments in the Greater Cincinnati area, including within the Oakley neighborhood. In 2017, Morelia, through its affiliate entities, acquired from Crossroads Church an approximately five-acre site located on Madison Road in Oakley and constructed thereon the Oakley Connection and Encore of Oakley mixed use developments that now count as occupants Starbucks, Condado Tacos, Crumbl Cookie, Great Clips, Top Nail Salon, Chicken Salad Chick, General Electric Credit Union, McAlister’s Deli, Tropical Smoothie Café, Holtman’s Donuts, Tide Dry Cleaners and All About Kids Child Care & Learning Center. Together, these developments were an approximately \$25,000,000 investment that created approximately 300 new jobs, increased the City’s tax base and enhanced the quality of life for Oakley residents.

Morelia now proposes to develop another exciting new project in Oakley that will include the first Swensons Drive-In Restaurant in the Greater Cincinnati area, as well as approximately 14,000 square feet of other Class A retail and restaurant uses in a later phase (collectively, the “Project”). A proposed site plan and depictions of the Project are included with this application.

**III. Justification for Zoning Change**

Each of the Parcels that Morelia proposes to rezone fronts Madison Road, a busy thoroughfare, and the Parcels are bordered to the west by Kennedy Avenue, along which new commercial uses have recently been developed including the Hubbard Radio facility currently under construction. A large, highly visible retaining wall supporting the Hubbard Radio development has been constructed along the rear of the Parcels. Immediately east of the Parcels and south of Madison Road sits other commercially zoned property. The only other residentially



zoned parcels located north of Madison Road and east of Kennedy Avenue are vacant land owned by Queen City Flatts, LLC, Hubbard Radio's affiliate.

The Parcels have therefore become a residential island surrounded by commercial development. The majority of the homes on these Parcels are not owner-occupied and their continued use for residential rental purposes is not the highest and best use. Rezoning the Parcels to CG-A, which is the current zoning classification of the commercial property bordering the Parcels, would allow them to be developed in a manner consistent with the surrounding area and in a way that will ultimately enhance the City's tax base and create numerous new jobs.

#### IV. Parcels to be Subsequently Rezoned

Morelia holds an option to purchase the two RMX-zoned parcels owned by Queen City Flatts, LLC (Parcel ID Nos. 051-0002-0222-00 and 051-0002-0233-00), exercisable upon completion of construction of the Hubbard Radio development. If this application is approved Morelia intends to exercise such option once available, and upon its acquisition of such parcels it will file an application seeking to change the zoning of such parcels to the CG-A classification. If that application is approved Morelia will then include such parcels as a part of the Project.

#### V. Oakley Community Council and Neighborhood Support

Morelia has worked extensively with Oakley Community Council ("OCC") on the Project and presented at OCC public meetings on September 17th, October 6th and October 22nd. Input from the public at the most recent meeting was very supportive following numerous conversations and meetings between Morelia and residents of the neighborhood located south of Madison Road. OCC will vote on the Project at its November 3rd meeting and Morelia is confident that OCC will formally acknowledge its support at such time. A letter from OCC demonstrating such support will be submitted to the City following the vote.

Morelia looks forward to the opportunity to present this Project to the City's Planning Commission and Council at upcoming meetings and it respectfully requests the City's approval of this application to make the Project a reality.



**CARDINAL**  
**ENGINEERING**  
**LAND SURVEYING**  
ONE MOORE ROAD  
WILDER, KENTUCKY 40373  
PHONE: (502) 581-0600  
FAX: (502) 581-0636

WEBSITE: <http://www.cardinalenergyinc.com>

PROJECT: ZONING EXHIBIT  
SECTION 22, TOWN 4, FRACTIONAL RANGE 2, N.P.  
COLUMBIA TOWNSHIP, CITY OF CINCINNATI  
HAMILTON COUNTY, OHIO

CLIENT: MORELIA GROUP  
8600 GOVERNORS HILL DRIVE  
CINCINNATI, OHIO 45249

PROJECT NO.	20-153
SCALE	1" = 20'
DATE	10/22/20

## ZONING

SHEET 1 OF 1

*Daniel K. York*  
DANIEL K. YORK, S.S.  
OHIO PROFESSIONAL SURVEYOR NO. 5-8729

12/2/20  
DATE

**REZONE LEGAL**

**1.5374 ACRES**

Situated in Section 22, Town 4, Fractional Range 2, Miami Purchase, Columbia Township, City of Cincinnati, Hamilton County, Ohio, being a portion of Zone RM-X to be rezoned to CG-A the boundary of which is more particularly described as follows:

BEGINNING at the intersection of the existing centerlines of Kennedy Avenue and Madison Road;

Thence along the centerline of Kennedy Avenue, North 25°12'29" West a distance of 90.23 feet;

Thence along a curve to the right for an arc distance of 145.94 feet, said curve having a radius of 499.67 feet, a central angle of 16°44'04" and a chord which bears, North 16°50'27" West a distance of 145.42 feet;

Thence leaving said centerline, North 44°27'49" East a distance of 140.81 feet;

Thence, South 33°50'53" East a distance of 150.20 feet;

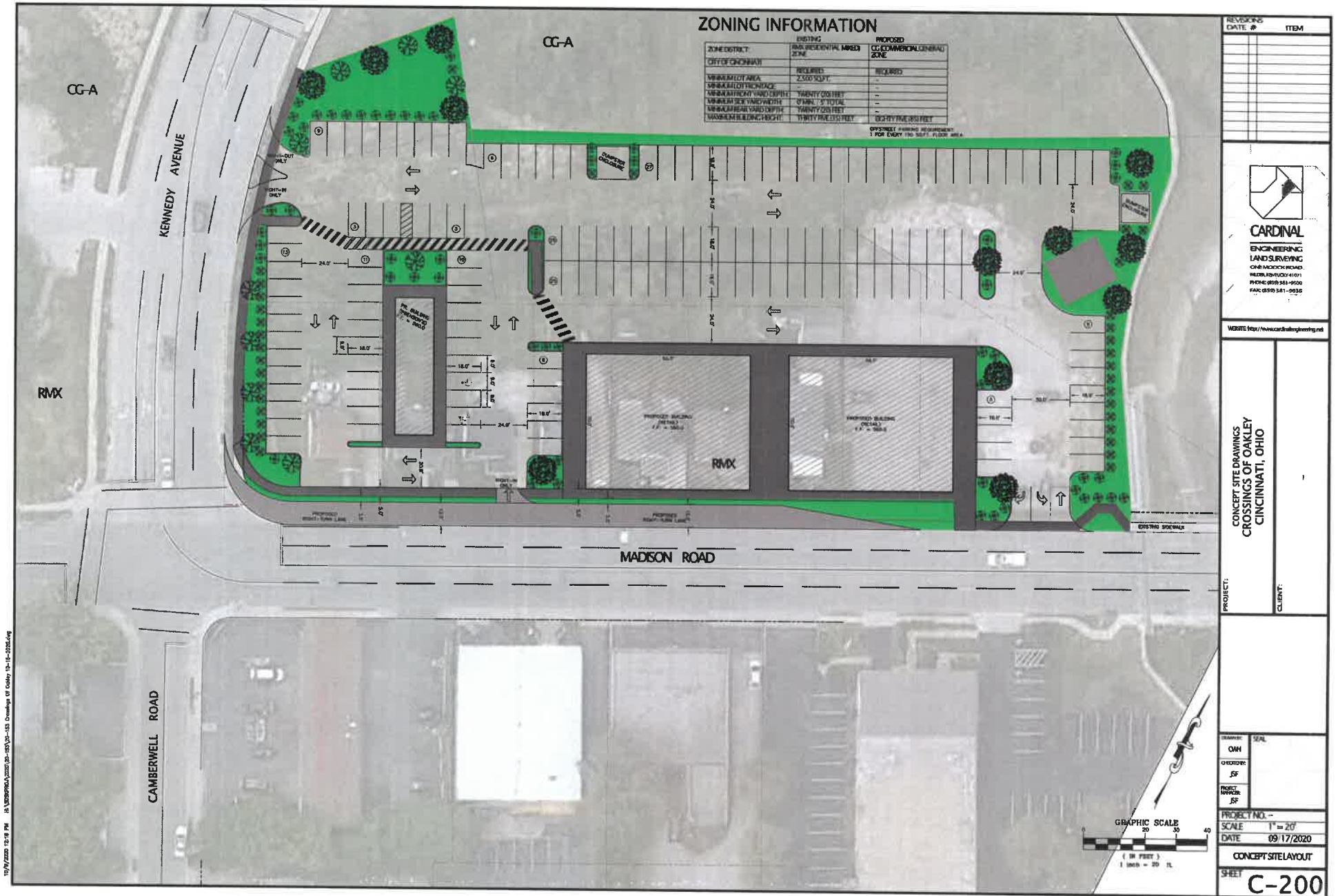
Thence, North 64°56'58" East a distance of 178.72 feet;

Thence, South 25°13'33" East a distance of 135.00 feet to the existing centerline of Madison Road;

Thence along said centerline, South 64°56'58" West a distance of 354.53 feet to the POINT OF BEGINNING;

Containing 1.5374 acres of land more or less.

Bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD 83.





















November 13, 2020

Mr. Charles E. Baverman III, Esq  
Dinsmore & Shohl LLP  
255 East Fifth Street, Suite 1900  
Cincinnati, OH 45202

Re: 3628 Madison Road | Swensons Restaurant & retail development (P) – (CPRE200103)  
Initial Comments and Recommendations

Dear Mr. Baverman,

This **Preliminary Design Review** letter informs you that our Advisory-TEAM has reviewed your proposed project at **3628 Madison Road** in the Community of Oakley. **This project should return to us for either a Development Design Review or Technical Design Review before you apply for your zone change.** Please see our initial feedback listed below. Thank you for developing within the City of Cincinnati.

### **City Planning Department**

#### **Immediate Requirements to move the project forward:**

1. **A zone change to CG-A is required, which was applied for on 10-29-2020. A new plat and legal description are required to include City-owned parcel 51-2-139. The Department of Transportation & Engineering has signed off for the rezoning of this parcel, so it does not have to be done separately at a later date.**

#### **Requirements to obtain permits:**

1. If the existing property lines do not line up to where the applicant wants them, a consolidation and minor subdivision (if less than 3 lots) will be required to separate the standalone building from the other commercial area.
2. The new turn lanes and sale/swap of a City-owned parcel require a sale of property and Dedication Plat that must be approved by the City Planning Commission after going through the Coordinated Report process. Contact Tom Klumb (352-1571) to start the Coordinated Report process.

#### **Recommendations:**

1. The Department of City Planning recommends engaging the Oakley Community Council to discuss the plans for this project prior to a public staff conference being scheduled.

#### **Contact:**

- **James Weaver** | City Planning | 513-352-4882 | [james.weaver@cincinnati-oh.gov](mailto:james.weaver@cincinnati-oh.gov)

### **Buildings & Inspections – Zoning**

#### **Immediate Requirements to move the project forward:**

1. **CONSOLIDATION.** Assuming that the zone change to CG-A is approved, record a lot consolidation plat. Per Sec. 1400-23 (Principal Structures), no more than 1 principal structure may be constructed on a lot unless the development has been approved as a

Planned Development. Applicant must obtain a Numeric Variance to allow more than 1 principal structure on the same lot in CG-A.

2. **PARKING.** Provide area measurements for any outdoor eating and drinking areas so that the required number of parking spaces can be determined per Sec. 1425-19. On-site surface parking must also comply with Sec. 1425-29 (Parking Lot Landscaping). Provide a Landscape Plan that provides a perimeter landscape area of at least 3 feet around the entirety of the parking lot, including around the proposed buildings. Specify that at least 1 tree, 2 inches or more in caliper, will be planted for every 10 parking spaces.
3. **OUTDOOR EATING AND DRINKING AREAS.** The proposed outdoor areas appear to be within 500 feet of residential district boundaries. Per 1419-21(c), within 500 feet of a residential district boundary line, the outdoor area may not exceed 50 percent of the indoor area accessible to the public. Additional area requires Conditional Use approval. Per 1419-21(e), within 500 feet of a residential district boundary line, entertainment, including the use of audio/visual equipment or amplified sound is prohibited unless Conditional Use approval is obtained.
4. **DRIVE IN.** Provide detailed drawings of the proposed drive-in restaurant in compliance with all regulations in Sec. 1419-13 (Drive-In and Drive-Through Service Facilities).
5. **SIGNAGE.** Maximum Building Sign area in CG-A is two square feet for every linear foot of building frontage per establishment. Maximum Ground Sign area is one square foot for every linear foot of lot frontage on a street per site with a maximum of 72 square feet per sign face. Ground signs must be a minimum of 200 feet from each other on any frontage. Any proposed sign without frontage requires a Locational Variance. Applicant must depict the proposed locations and types of all signage (including any signage on awnings or other features, the distance between any proposed ground signs, the proposed area of each sign, and the total cumulative sign area of all signs. Please note that separate permits must be obtained for signage and that permits for buildings should not depict any signage as shown in the concept renderings.

**Requirements to obtain permits:**

- None

**Recommendations:**

1. Work with Zoning Staff as to outdoor eating and drinking areas, parking and landscaping, and signage.
2. **FRONT LOT LINE.** Per Sec. 1401-01-L11, where the length of a shorter street line is less than 90 percent of the length of the longer street line, the shorter street line is considered as the front lot line. Therefore, the Zoning Code dictates that the lot frontage will be on Kennedy Avenue rather than Madison Road. Zoning Staff is asserting this fact as it may have consequences for other aspects of the development.

**Contact:**

- **Tre Sheldon** | Zoning | 513-352-2422 | [henry.sheldon@cincinnati-oh.gov](mailto:henry.sheldon@cincinnati-oh.gov)



### **Metropolitan Sewer District (MSD)**

#### **Immediate Requirements to move the project forward:**

- None

#### **Requirements to obtain permits:**

1. Detention will be reviewed by Jeff Chen at [jeff.chen@cincinnati-oh.gov](mailto:jeff.chen@cincinnati-oh.gov) or 513-244-1357 per Section 303 of the MSD Rules and Regulations.
2. An approved site utility plan will be required for each building to receive approved permit.
3. Your project may change flow to a sewer overflow. Please complete the Request for Availability of Sewer Service Form online. The link to the online form can be found at [http://www.msdbg.org/customer\\_care/development\\_services/index.html](http://www.msdbg.org/customer_care/development_services/index.html)
4. Your project will require a grease trap review. The application and instructions can be found at [http://msdbg.org/customer\\_care/permits\\_and\\_records/index.html](http://msdbg.org/customer_care/permits_and_records/index.html). Submit the application, plans, and menu to [SewerUseApplications@cincinnati-oh.gov](mailto:SewerUseApplications@cincinnati-oh.gov).
5. MSD will require the dedication of a 30' minimum width easement on the 36" sewer main along the north part of the project.
6. The 12" sanitary sewer that currently serves the homes fronting Madison Rd. will need a 20' minimum easement if it is to remain and be used by the project. If not used, it can be abandoned when the homes are demolished. An MSD permit will be required for the abandonment.
7. MSD Maintenance access to the Combined Sewer Overflow 188 must be provided per MSD standards.
8. The "small power sourced shed" referenced in the questionnaire is not an MSD asset.

#### **Recommendations:**

- None

#### **Contact:**

- Jim Wood | MSD | 513-352-4311 | [jim.wood@cincinnati-oh.gov](mailto:jim.wood@cincinnati-oh.gov)

### **Stormwater Management Utility (SMU)**

#### **Immediate Requirements to move the project forward:**

- None

#### **Requirements to obtain permits:**

1. SMU will required a detention system for the project. Submit a complete Stormwater report: calculations, drainage maps, detention section drawings and shop drawings (if tank). Design calculations to follow SMU rules.
2. Submit proposed grading plan: runoff must be contained within site. Maximum allowed sheet flow onto public R/W is for 800 sf impervious surfaces.
3. Utility Plan
  - Specify pipes materials for all proposed storm lines.
  - Show buildings downspouts connection to drainage system.
  - Show easement lines for public storm crossing the property. SMU does not permit structures within 3' of easement lines.

4. Connection to public sewer: show pipe profile. A separate SMU tap permit will be required.
5. NOI from the Ohio EPA is required.
6. For Duck creek restrictions and issues of proximity to the Power House Building and Flood Gates, please contact the Army Corps of Engineers
7. Submit an approved Erosion and Sediment control plan.
8. Include SMU's Standard Plan Notes (<https://cincinnati-oh.gov/stormwater/construction-and-design/standards/standard-plan-notes-updated-july-2017/>).

**Recommendation:**

- None

**Contact:**

- **Saidou Wane** | SMU | 513-591-7746 | [saidou.wane@cincinnati-oh.gov](mailto:saidou.wane@cincinnati-oh.gov)

**Water Works****Immediate Requirements to move the project forward:**

- None

**Requirements to obtain permits:**

1. The subject development property is receiving water service from (8) existing 3/4-inch water service branches (H-104269, H-105086, H-105090, H-105091, H-105092, H-105093, H-105094 and H-105097) connected to the existing 16-inch public water main in Madison Road.
2. All water service branches and/or meter settings must meet the current Greater Cincinnati Water Works Rules and Regulations.
3. Any existing water service branch not to be used for this development, must be properly disconnected at the public water main and at the owner's / developer's expense. Owner would be required to fill out the online FOD form at <https://www.cincinnati-oh.gov/water/engineering-construction/forms-specifications/fod/> authorizing removal of the existing water service branch before any new water service can be sold, or the Certificate of Occupancy will be signed off.
4. All new water service branches can be connected to the existing 12-inch public water main in Kennedy Connector and/or the existing 16-inch public water main in Madison Road.

**Recommendations:**

1. Owner(s)/Developer(s) will need to hire a Greater Cincinnati Water Works certified licensed and bonded fire protection company and plumber to perform new private water service branch design work and installation.
2. Owner(s)/Developer(s) must have a licensed fire protection company and plumber that is bonded and certified with Greater Cincinnati Water Works and fill out the Online Branch application <https://www.cincinnati-oh.gov/water/engineering-construction/forms-specifications/> for water service. Please contact the Greater Cincinnati Water Works Branch Service Section for any questions on the Online Forms at 513-591-7837.

**Contact:**

- **Rick Roell** | WaterWorks | 513-591-6867 | [richard.roell@gcww.cincinnati-oh.gov](mailto:richard.roell@gcww.cincinnati-oh.gov)



### **Fire Department**

#### **Immediate Requirements to move the project forward:**

1. Confirm that the closest two hydrants have fire flows of at least 2000 GPM at 20 PSI.
2. **Fire-Flow:** The flow rate of water supply, measures @ 20 pressure/per/square inch (psi) (138Kpa) residual pressure, that is available for firefighting which equal the sum of 2 fire hydrants.
3. For this structure confirm that there are at least two fire hydrants that are within 400' from all parts of each structure.
4. Closest hydrants are located at 3618 Madison Rd, 3640 Madison Rd, 4952 Kennedy.

#### **Requirements to obtain permits:**

1. Immediate access to fire department connections shall be maintained at all times and without obstruction by fences, bushes, trees, walls or any other fixed or moveable object. Access to fire department connections shall be approved by the fire code official.
2. **Access roads are to be 20 feet in width.**
3. **Security gates are subject to approval by fire, gates for access roads are to be 20 feet in width.**
4. Fire apparatus access roads shall not exceed 10 percent in grade
5. Show any parking related to site and fire department access to three sides of each structure.
6. The Fire Department needs to have access to three sides of each structure for firefighting operations.
7. Access Streets, Roadways or Driveways. (b) The surface shall be of sufficient strength and type to adequately support any fire division apparatus under any weather conditions. The weight of our apparatus is as follow:

Apparatus	Width	Length	Height	Weight	Front axle	Rear axle	Turn radius inside/outside
Ladder	10'	41'10"	11' 9"	70,000	21,600	48,000	35.45/39.25
Engine	10'	31'6"	9'5"	44,000	20,000	24,000	34'6"/41'6"
Ambulance	9' 4"	22'2"	9' 2"	18,500			34'/41'

8. Fire Apparatus Access Road requirements for the Cincinnati Fire Department are listed in **Appendix D** of the Ohio Fire Code.
9. Confirm that the **Fire Department Connection is within 50' of a fire hydrant.**
10. If this structure is less than five stories the owner is to use Storz connections for his FDCs.
11. Post indicator valves cannot be more than 40 feet from the building it services.

#### **Recommendations:**



- None

**Contact:**

- **Robert Hart** | Fire Dept. | 513-357-7597 | [robert.hart@cincinnati-oh.gov](mailto:robert.hart@cincinnati-oh.gov)

**Office of Environment and Sustainability (OES)**

**Immediate Requirements to move forward with project:**

- None

**Requirements to obtain permits:**

1. If this project will include City qualified incentives, then it must receive environmental approval.
2. If this project will need to include a new City public right-of-way and/or permanent utility easement (i.e., water and/or sewer), then these must receive environmental approvals as per Administrative Regulation 30.
3. If offsite sourced fill is to be placed onsite, then it must receive environmental approval when it exceeds 500 cubic yards in a residentially zoned district or 1,000 cubic yards in any other zoned district (City Municipal Code Chapter 1031).

**Recommendations:**

1. Due to the anticipated age of the existing site buildings, asbestos, lead based paint, and other hazardous building materials should be surveyed and, if needed, abatement should be conducted following all applicable regulations prior to renovations or demolition.
2. The development goal should be to earn at a minimum the LEED Certified rating level.
3. Solar should be considered in the design as a renewable energy source.
4. Site parking areas should include electric vehicle charging stations.
5. Site parking areas should include bike rack areas.
6. The use of trees in the landscape design should be included to enhance urban forestry.
7. The use of pervious surfaces should be maximized to the extent practical in the design.

**Contact:**

- **Matt Mullin** | OES | 513-352-5344 | [matt.mullin@cincinnati-oh.gov](mailto:matt.mullin@cincinnati-oh.gov)

**Police Department**

**Immediate Requirements to move the project forward:**

- None currently.

**Requirements to obtain permits:**

- No Comments.

**Recommendations:**

- None

**Contact:**

- **Katalin Howard** | Police Dept. | 513-352-3298 | [katalin.howard@cincinnati-oh.gov](mailto:katalin.howard@cincinnati-oh.gov)
- **Brandon Kyle** | Police Dept. | 513-564-1870 | [brandon.kyle@cincinnati-oh.gov](mailto:brandon.kyle@cincinnati-oh.gov)



### **Health Department**

#### **Immediate Requirements to move the project forward:**

- None

#### **Requirements to obtain permits:**

1. A food facility plan review by the Cincinnati Health Department (CHD) will be required if future or current space (or tenant) is licensable (or is currently licensed) as a food service operation (FSO) or retail food establishment (RFE). If licensable, plumbing will not issue permits until CHD has completed the food facility review and approved the project.
2. Recommendations:

#### **Recommendations:**

1. For assistance in determining whether facility is licensable as an FSO/RFE or not, please contact Trisha Blake.

#### **Contact:**

- **Trisha Blake** | Health Dept. | 513-352-2447 | [trisha.blake@cincinnati-oh.gov](mailto:trisha.blake@cincinnati-oh.gov)

### **Department of Transportation & Engineering (DOTE)**

#### **Immediate Requirements to move the project forward:**

- None

#### **Requirements to obtain permits:**

1. Traffic Impact Study has been approved.
  - a. The right turn lane on Madison should not be constructed.
  - b. The site should be designed for a future left turn lane along Madison Road.
  - c. The proposed right of way line along Madison should be approximately 18' from the face of existing curb.
    - o From the south curb line, the future roadway will be 50' wide then 10' sidewalk space.
2. Parking along the Madison frontage should be restricted 24-hr a day. Additional signage will be needed when this change is made.
3. The sidewalk is be a minimum of 10' wide, 5' of walk and 5'treelawn or 10' with tree well.
  - a. There are overhead utilities on Madison, but work with Urban Forestry to try for street trees.
4. Please contact [DTEaddress@cincinnati-oh.gov](mailto:DTEaddress@cincinnati-oh.gov) for address assignment prior to submitting for building permit.

#### **Recommendations:**

- None

#### **Contact:**

- **Morgan Kolks** | DOTE | 513-352-5285 | [morgan.kolks@cincinnati-oh.gov](mailto:morgan.kolks@cincinnati-oh.gov)

### **Buildings & Inspections – Buildings**

#### **Immediate Requirements to move the project forward:**

- None

#### **Requirements to obtain permits:**

1. Buildings on the same lot must be designed with an imaginary property line located between the buildings.





**Recommendations:**

- None

**Contact:**

- **Robert Martin** | B&I Plans Exam | 513-352-2456 | [robert.martin@cincinnati-oh.gov](mailto:robert.martin@cincinnati-oh.gov)

**Department of Community & Economic Development (DCED)**

**Immediate Requirements to move the project forward:**

- None

**Requirements to obtain permits:**

- None

**Recommendations:**

- None

**Contact:**

- **Bob Bertsch** | DCED | 513-352-3773 | [bob.bertsch@cincinnati-oh.gov](mailto:bob.bertsch@cincinnati-oh.gov)

**Law Department**

**Immediate Requirements to move the project forward:**

- No comments at this time.

**Requirements to obtain permits:**

- None

**Recommendations:**

- None

**Contact:**

- **Charles Martinez** | Law | 513-352-3359 | [charles.martinez@cincinnati-oh.gov](mailto:charles.martinez@cincinnati-oh.gov)

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*This letter is not intended as the City's final approval of your project, but rather as an initial review and consultation to provide feedback from the City's various departments and to better coordinate between the City and developer. We hope you find this process both forthcoming and helpful.*

Sincerely,

A handwritten signature in blue ink, appearing to read "Rodney D. Ringer", written over a horizontal line.

Rodney D. Ringer,  
Development Manager

RDR: rdr



PO Box 9244  
Cincinnati OH 45209  
oakleynow.com

November 23, 2020

Ms. Emily Ahouse  
Zoning Administrator  
Department Zoning Administration  
City of Cincinnati  
Two Centennial Plaza  
805 Central Avenue, Suite 500  
Cincinnati, Ohio 45202  
[Emily.ahouse@cincinnati-oh.gov](mailto:Emily.ahouse@cincinnati-oh.gov)

RE: Morellia Group's Requested Zone Change Request from RMX to CG-A

Dear Ms. Ahouse:

At the November 3, 2020 meeting of the Oakley Community Council, representatives of Morellia Group were present to request a zone change with respect to their plans for development on Madison Road north of Kennedy Avenue in Oakley. The Trustees were advised that the zone change was required for Morellia's proposed commercial development. Mr. Christopher Hildebrandt made a request of the Board of Trustees for a Letter of Support for the zone changes for multiple parcels as noted below.

The following motion was made at the November 3, 2020 OCC meeting: "[t]he Oakley Community Council hereby supports Morellia Group, LLC's ("Applicant's") proposal to change the zoning classification of Hamilton County, Ohio Auditor's Parcel Nos. 051-0002-0139, 051-0002-0140, 051-0002-0141, 051-0002-0142, 051-0002-0143, 051-0002-0144, 051-0002-0145 and 051-0002-0153 (collectively, the "Parcels") from Residential, Mixed ("RMX") to Commercial, General ("CG-A"), provided that the following requirements are imposed as conditions to such zoning change:

1. All buildings constructed on the Parcels shall feature compatible exterior building materials and colors;
2. Applicant shall convey to the City of Cincinnati (the "City") a strip of land approximately sixteen feet (16') in width along the frontage of the Parcels bordering Madison Road, subject to approval of such conveyance by the City and the Ohio Department of Transportation ("ODOT"); and

Applicant shall install a pedestrian crosswalk across Madison Road connecting to the Parcels, subject to approval of such installation by the City and ODOT."



PO Box 9244  
Cincinnati OH 45209  
oakleynow.com

As per the enclosed copy meeting minutes, the motion passed with seven yea votes, three no votes and with two abstentions.

Thank you for your cooperation and assistance. If you need any further information or have any questions, I can be reached at [seth.shaifer@oakleynow.com](mailto:seth.shaifer@oakleynow.com)

Sincerely,

*Seth Shaifer*

Seth Shaifer  
Zoning Committee Chair  
OCC Trustee

Attachment  
CC: OCC File  
Morelia Group

Exhibit F  
**Oakley Community Council**  
Virtual Meeting: Google Meet  
November 3, 2020; 7:00 PM  
[oakleycouncil@oakleynow.com](mailto:oakleycouncil@oakleynow.com)  
[www.Facebook.com/Oakley45209](https://www.Facebook.com/Oakley45209)  
513-533-2039

Until otherwise noted, all Oakley Community Council Meetings will be conducted online, via the Google Meet virtual conference tool. You can find full virtual/online meeting details on the homepage of our website, [www.oakleynow.com](http://www.oakleynow.com).

**Minutes**  
[Meeting Video](#)

Call to Order

Pledge of Allegiance

Trustee Introductions

- Present: Colleen, Kenny, Joe, Anthony, Seth, Troy, Cody, Jason, Evan, Dan, Sandy, Jon
- Absent:

**Guests:**

- **Cincinnati Fire Department** – Jeff McDonough, Engine 31 Captain  
Keep fryers far away from house; make sure turkey is dry. Most problems occur when people put wet or frozen turkeys in fryers.
- **Cincinnati Police Department** – Captain Jones, District 2 Police  
Violent crime is down. Slight increase theft from autos.
- **CRC** – JaLisa Elkins  
N/A

**Quick Notes:**

- **NBD** – Craig Rosen  
Support funds from the City - \$3400 received last year (\$2400 for events; \$1k beautification) \$3,500 received this year. **Proposal for \$3k for Beautification; \$500 for Operations.**  
**16 – yes's; 0 – no's. NBD proposal approved.**
- **Esplanade Tree Lighting (Ratify Email Vote)** – Cody Gausvik  
**Cody Gausvik motions to spend no more than \$4,000 for holiday lights on the esplanade for 2020. No objections. Motion passes.**

**Real Estate Development:**

- **Madison & Kennedy (Morelia Group)** – Colleen Reynolds  
Proposal to rezone 8 residential lots (7 single family homes) to build retail (Swenson's and similar retail).  
Swenson's now willing to match materials to resemble nearby homes. Residents are in support of project.

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Oakley Community Council hereby supports Morelia Group, LLC's ("Applicant's") proposal to change the zoning classification of Hamilton County, Ohio Auditor's Parcel Nos. 051-0002-0139, 051-0002-0140, 051-0002-0141, 051-0002-0142, 051-0002-0143, 051-0002-0144, 051-0002-0145 and 051-0002-0153 (collectively, the "Parcels") from Residential, Mixed ("RMX") to Commercial, General ("CG-A"), provided that the following requirements are imposed as conditions to such zoning change:

1. All buildings constructed on the Parcels shall feature compatible exterior building materials and colors;
2. Applicant shall convey to the City of Cincinnati (the "City") a strip of land approximately sixteen feet (16') in width along the frontage of the Parcels bordering Madison Road, subject to approval of such conveyance by the City and the Ohio Department of Transportation ("ODOT"); and
3. Applicant shall install a pedestrian crosswalk across Madison Road connecting to the Parcels, subject to approval of such installation by the City and ODOT.

The Zoning and Economic Development Committee is hereby authorized and instructed to issue and deliver a letter to the City of Cincinnati that memorializes Oakley Community Council's support for the aforementioned zoning change subject to the conditions listed above.

**Troy McAndrews motions to approve the resolution as presented; seconded by Dan Krohn. Evan Nolan and Colleen Reynolds abstain.**

**7 approve.**

**Cody Gausvik, Sandy Gross and Anthony Isaacs disapprove.**

**Motion passes.**

- **Wrapping Up 2020: News & Projects to Come** – Colleen Reynolds
- **Bridge Maintenance, Robertson, FYIs**: City has requested OCC to incur some of the costs associated with maintenance.

### **Projects:**

- **NBDIP – Joe Groh**  
We received approval for the Way Finding signage in Oakley (QR Code)
- **Oakley Guide Business Membership Requirement**  
\$50 fee  
**Joe Groh votes to require businesses to pay the fee to be an OCC member or OAH sponsor to be included in the Oakley Guide. Motion passes.**
- **Holiday Lighting/Decorating Contest** – Joe Groh/Tina Hubert  
Residents would register online for the community to then vote on their outdoor decorations. Tina provided a very thorough plan and presented to the board.

**Miscellaneous Announcements:**

- **Election Discussion** – Colleen Reynolds/Kenny McNutt  
Candidate bios are due by 11/15.
- **COVID-19 Updates** – Colleen Reynolds

**Speaker Cards**

- **Approve 10/22/20 Meeting Minutes**  
**Motion by Joe Groh to approve the 10/22/20 Meeting Minutes; seconded by Jason Wilcoxon.**  
**Unanimous approval; minutes approved.**  
Cody Gausvik, Sandy Gross, Seth and Jon abstain.
- **Approve 10/6/20 Meeting Minutes**  
Tabled until next meeting.
- **Financial Report – Jason Wilcoxon**  
Tabled until next meeting

**New Business:**

- Next Third Thursday Meeting is on Thursday, November 19<sup>th</sup> – VIRTUAL
- Next Tuesday OCC meeting is on Tuesday, December 1<sup>st</sup> – VIRTUAL

**Adjourn Meeting**

**Motion to adjourn meeting by Colleen Reynolds; seconded by Cody Gausvik. Meeting ends at 8:57PM.**

## Weaver, James

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**From:** Corey Hall <c.hall3079@yahoo.com>  
**Sent:** Thursday, December 3, 2020 10:37 AM  
**To:** Weaver, James  
**Subject:** [External Email] Zone change 3628-3640 Madison Road

### External Email Communication

Dear James Weaver,

I am writing this e-mail to voice my disappointment with the proposed zone change 3628-3640. As a property owner for over 10 years I have been happy with the progress of Oakley over all. However, a fast food drive through at that location will be sending the wrong message. There are already several fast food options available at the Ridge exit and surrounding area and some pre existing commercial locations available that this drive thru could use. I believe a fast food drive through will be an eyesore at that location and increase traffic in an already congested traffic area.

A different commercial business that complements the existing shops would be a better direction moving forward. I do not want my neighborhood to become a highway exit stop.

Please feel free to reach out if you any questions.

Regards,

Corey Hall  
513-373-5372

[Sent from Yahoo Mail for iPhone](#)

January 13, 2021

**To:** Mayor and Members of City Council **202100095**  
**From:** Paula Boggs Muething, City Manager  
**Subject:** Ordinance – Designating the South Crescent Arms Apartments a Local Landmark in Avondale

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Transmitted is an Ordinance captioned:

**DESIGNATING** the South Crescent Arms Apartments building located at 3700 Reading Road in the Avondale neighborhood as a historic landmark.

The City Planning Commission recommended approval of this Local Landmark designation at its December 18, 2020 meeting.

Summary

The South Crescent Arms Apartments (now Redding Apartments) was built in 1950 and is historically significant as a pioneering elevator high-rise apartment in the context of Cincinnati and the neighborhood of Avondale in the post-World War II (WWII) period. With its semi-circular driveway and integrated bi-level parking garage, it is an example of an auto-oriented apartment building, which was new at the time.

The building is historically significant for its association, as it is representative of post-WWII high-rise elevator apartment buildings as well as for the increase in development of Avondale. The building is also significant for its association with the architect George H. Godley and as an example of an early auto-oriented high-rise apartment building that represents a transitional style from Art Deco to the Modern Movement.

On November 23, 2020, the Historic Conservation Board (HCB) voted unanimously to recommend the Local Historic Landmark designation of The Redding Apartments in Avondale to City Planning Commission and City Council.

This designation will help preserve the architectural character of this building.

cc: Katherine Keough-Jurs, AICP, Director, Department of City Planning



## **EMERGENCY**

**DBS**

**- 2021**

**DESIGNATING** the South Crescent Arms Apartments building located at 3700 Reading Road in the Avondale neighborhood as a historic landmark.

WHEREAS, the Cincinnati Metropolitan Housing Authority has applied to designate the South Crescent Arms Apartments building located at 3700 Reading Road in the Avondale neighborhood as a local historic landmark; and

WHEREAS, the South Crescent Arms Apartments building was designed by George H. Godley who, along with his father S.S. Godley, were responsible for designing some of the most sophisticated residences in the Avondale neighborhood, including the Beaux-Arts Frank Herschede mansion at 3886 Reading Road and the 3-story Tudor Revival-style court apartment building at 603-613 Forest Avenue; and

WHEREAS, the South Crescent Arms Apartments building was the first high-rise apartment building served by an elevator built in the Avondale neighborhood after World War II (“WWII”), and it exemplified the next phase of development in Avondale falling between the streetcar period and the automobile age; and

WHEREAS, post-WWII development of Avondale was accelerated by the expansion of the streetcar up Reading Road and the relocation of many families outside of the urban core, and this created the need and market for increased density and units available for lower- and middle-income families; and

WHEREAS, the South Crescent Arms Apartments building met this need but, as an automobile-oriented high rise apartment building, it reflected the growing popularity and prominence of the automobile in daily life at this time; and

WHEREAS, the South Crescent Arms Apartments building is architecturally significant as it utilizes a combination of modern influences that are reminiscent of the Art Deco style, and its unification of the window bays on the front with a plain limestone border and flat pilasters dividing its vertical bays emphasize its height, recalling early skyscrapers; and

WHEREAS, following a public staff conference, the Historic Conservation Board, at its regularly scheduled meeting on November 23, 2020, and upon considering the factors set forth in Cincinnati Municipal Code Section 1435-07-1, recommended designation of the South Crescent Arms Apartments building as a local historic landmark and further recommended adoption of conservation guidelines governing the maintenance, rehabilitation, and modification of the proposed historic landmark; and

WHEREAS, upon receipt of the recommendation of the Historic Conservation Board, the City Planning Commission, at its regularly scheduled meeting on December 18, 2020, and upon considering the factors set forth in Cincinnati Municipal Code Section 1435-07-2-B(c), recommended the designation of the South Crescent Arms Apartments building as a historic landmark and the adoption of conservation guidelines governing the maintenance, rehabilitation, and modification of the proposed historic landmark; and

WHEREAS, City Council finds that the South Crescent Arms Apartments building has historic significance pursuant to Cincinnati Municipal Code Section 1435-07-01(a)(1) for its association with events that have made a significant contribution to the broad patterns of our history, particularly the post-WWII development of Avondale, the use of the elevator in high-rise apartment buildings, and the rise of the automobile; and

WHEREAS, Council additionally finds that the South Crescent Arms Apartments building has historic significance pursuant to Cincinnati Municipal Code Section 1435-07-1(a)(3) because the building embodies the distinctive characteristics of an architectural type, period, and method of construction, specifically transitional architecture reflected in its bold geometric massing and lower setbacks and projections of the Art Deco style with the addition of plain exterior detailing and uniform fenestration of the Modern Architecture movement; and

WHEREAS, Council finds that the historic designation of the South Crescent Arms Apartments building conforms to the following goal of Plan Cincinnati: the “Sustain” goal to preserve the City’s built history (p. 197); and

WHEREAS, Council considers the designation of the South Crescent Arms Apartments building as a historic landmark and the adoption of related conservation guidelines to be in the best interest of the City and the general public’s health, safety, and general welfare; now, therefore,

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

Section 1. That Council approves the Designation Report for the structure and property located at 3700 Reading Road (“South Crescent Arms Apartments”), which is attached hereto as “Exhibit A,” and specifically adopts as its own findings that the South Crescent Arms Apartments, depicted on the attached “Exhibit B” and more particularly described on the attached “Exhibit C,” has historic significance and qualifies in all respects for designation as a historic landmark under Chapter 1435 of the Zoning Code of the City of Cincinnati (“Zoning Code”); specifically, Council designates the South Crescent Arms Apartments as a local historic landmark under Zoning Code

Sections 1435-07-1-(a)(1) and 1435-07-1-(a)(3). By reference, Exhibits A, B, and C are incorporated herein and made a part hereof.

Section 2. That the Zoning Map of the City of Cincinnati is amended to superimpose over the existing underlying zoning district the designation of the South Crescent Arms Apartments as a local historic landmark.

Section 3. That, pursuant to Zoning Code Chapter 1435, Council hereby adopts the “South Crescent Arms Apartments Historic Conservation Guidelines,” attached hereto as “Exhibit D” and made a part hereof, which guidelines shall govern the preservation, rehabilitation, or modification of the South Crescent Arms Apartments historic landmark.

Section 4. That the Clerk of Council is directed to promptly notify the Historic Conservation Board, the City Planning Commission, the Director of City Planning, the Director of Buildings and Inspections, and the City Solicitor of the South Crescent Arms Apartments historic landmark designation.

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to permit the owners of the property to promptly apply for the Ohio Historic Preservation Tax Credits for which they will become eligible following passage of this ordinance.

Passed: \_\_\_\_\_, 2021

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

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

## **Introduction**

This report presents the findings and recommendations for local landmark designation of the South Crescent Arms Apartments, AKA The Redding. The building is located at 3700 Reading Road in Avondale. This report was prepared by Beth Sullebarger on behalf of City Studios Architecture.

## **Background**

### **Overview of Designation Process**

This designation report is supported by the owner, the Cincinnati Metropolitan Housing Authority, for the purpose of obtaining state and federal tax credits for historic rehabilitation. A preliminary questionnaire submitted to the State Historic Preservation Office received a positive evaluation on September 16, 2020 that the building is potentially eligible for the National Register of Historic Places, and a nomination is in progress.

## **Research**

Archival research was conducted primarily through internet sources such as the Hamilton County Auditor, Cincinnati Public Library and Architectural Foundation of Cincinnati. Among the sources consulted were historic maps, atlases, photographs, local histories, and city directories, which provided information about the building and surrounding neighborhood. The National Register Multiple Property Document of "Apartment Buildings in Ohio Urban Centers, 1870-1970," which mentions the Redding, was an important resource.

## **Statement of Significance**

The South Crescent Arms Apartments is historically significant as a pioneering elevator high-rise apartment in the context of Cincinnati and the neighborhood of Avondale in the post-World War II (WWII) period. With its semicircular driveway and integrated bi-level parking garage, it is an example of an auto-oriented apartment building, which was new at the time. As a building subtype, elevator high-rise apartment buildings represent the culmination of the automobile's impact on the development of multi-family housing and the urban apartment construction boom in the mid-20<sup>th</sup> century. With its cubic massing, traditional facebrick, flat roof and uniform fenestration, the building is architecturally significant as a transition from Art Deco to the Modern aesthetic.

## **Historical Significance**

### **Post WWII Auto-Related Apartments**

While the proliferation of the automobile stimulated suburban development before WWII, especially between 1910 and 1930 when auto registrations in the US shot up from 458,000 to almost 22 million, it was after WWII that cars rapidly accelerated the transformation of metropolitan areas. Most of that growth was construction of single-family homes in the suburbs. Only a small number of apartments were built during the early 1950s, and many were large, high-rent apartments in urban centers (Gordon, E20).

In the late 1950s, the automobile stimulated development of neighborhoods farther out from the center and auto-related apartments became the new thing. In Cincinnati, "Central, Columbia,

Torrence, and Victory parkways facilitated motor-vehicle movement in and out of the city center. Similar to the pattern set by streetcars, the tree-lined four-lane parkways attracted higher-density housing both on the arterials and adjoining side streets.

By the 1960s, the era of apartment dwellers living without cars and close to public transportation and neighborhood business districts had passed. The trend was toward smaller households, both young singles or couples and elderly, which created a new market for apartments in urban areas. "In 1964, nearly 90 million Americans were 24 years old and younger, and the number of people 60 years and over had increased substantially since 1950. A perceptible result of these demographic shifts was from 1955 to 1965 apartment housing increased from a low of 8 percent to 37 percent of the nation's total housing volume" (Gordon, E21).

Automobiles and the need to accommodate them became a major factor in the siting and design of many post-WWII apartments. Parking gradually encroached on spaces that previously had been reserved for outdoor recreation. "Instead of relying on street parking or a few small garages and on-site surface spaces at the rear of the lot, post-war era apartments allotted considerable space and structures to automobiles" (Gordon, E21). These included driveways and parking garages integrated with apartment buildings.

### **High-Rise Elevator Apartments**

Without an elevator, an apartment building is limited in height to the number of stories a tenant can reasonably be expected to climb—typically four or five stories. Units on the top floor of a walkup building are usually less desirable because of the labor and inconvenience involved in reaching them. The incorporation of an elevator not only means that apartment buildings can be taller but also that units on higher floors are more desirable because of the views rather than less so as in a walkup apartment. Walkup and low-rise apartments have a maximum of five floors, mid-rise apartments are defined as 6 to 8 stories, and hi-rise apartments are 9 or more stories. Low-rise apartments have generally been occupied by middle-class residents, while mid- to high-rise apartments have usually been aimed at more affluent markets.

Before WWII, elevator apartments in Cincinnati were developed primarily for the city's well-to-do, and they were relatively rare. In the mid-1920s, it was more typical to build high-rise apartment hotels, a transitional subtype that accommodated short- and long-term guests and eventually evolved into permanent apartments. Examples of local apartment hotels include the 11-story Hotel Alms (1925) by architect Harry Hake, the Broadway Apartment Hotel (1924), also by Hake, the 9-story Vernon Manor (1924) by Frederick Garber, and the 14-story Belvedere (1925) by Charles Ferber.

An early example of a mid-rise elevator apartment building is the President, a seven-story eclectic Renaissance Revival design at 3739 Reading Road (AKA 784 Greenwood) in Avondale. Built in 1929 and marketed as "an address of distinction," the building offered fireproof and completely furnished one- to five-bedroom apartments, along with a lobby, dining room, free parking, and an ample lawn. The Riverview Apartments/ Riverview House, built in 1930 at 2538 Hackberry Street in East Walnut Hills, was one of numerous elevator apartments located to take advantage of Cincinnati's hills and panoramic views. Designed by John Scudder Adkins, this 9-story brick apartment building features a roughly H-shaped plan with setbacks and stepped massing with a muted Art Deco effect. Built by a syndicate led by Frank Erwin, the Riverview Apartments was the city's first suburban high-rise apartment building (Gordon, 41).

## **Development of Avondale**

The South Crescent Arms represents the increase in density of construction in the Avondale neighborhood after WWII. During the 19<sup>th</sup> century, Avondale developed as a merchant-class inner-ring Cincinnati suburb settled by Anglos and Germans and characterized by stately homes on large lots. Beginning in the 1890s, well-to-do German Jewish families began moving into the northern part of Avondale, as they were often not welcomed in the exclusive social circles that dominated other wealthy suburbs like Clifton.

The opening of streetcar lines up Reading Road in 1903 attracted a wave of Greek Americans and Eastern European Jews, particularly after a general exodus of the Jewish population from the declining West End in the early 20<sup>th</sup> century. The influx of new residents into newer, less expensive subdivisions in southern Avondale began a trend of replacement of single-family homes with higher density development that would transform the neighborhood. Numerous streetcar-period apartment buildings were built along the Reading Road corridor, including handsome central corridor walkup and court apartments, like the Crescent Court apartments at 3719 Reading Road across the street from the South Crescent Arms.

After WWII, the community development pattern and the population began to transition as the Jewish community began to leave Avondale for Amberley Village. Departing residents were often replaced by middle-income black families. Some white homeowners panicked and left Avondale as the black population grew. Property values fell and Avondale became even more accessible to lower-income residents. By 1959, the southern portion of Avondale, which had been predominantly Jewish, had become mostly black, particularly after the Cincinnati Department of Relocation settled 220 black families in the neighborhood, often in larger houses that had been illegally subdivided into multi-family dwellings (Giglierano & Overmyer, 382).

## **The South Crescent Arms Apartments**

The South Crescent Arms apartment building was the first high-rise elevator apartment building built in Avondale after WWII. Completed circa 1950, it offered fashionable market-rate housing for empty nesters and young professionals as an alternative to large homes and older apartment buildings. As a high-rise elevator apartment building, it exemplifies the next phase of development in Avondale after the streetcar period gave way to the automobile age.

The South Crescent Arms replaced a large single-family home, and in this case the homeowners played a direct role in the development. 3700 Reading Road was the home of Florence Fabe and her husband David, affluent Jews who owned the Fabe Construction Company. Their son, George, who was 29 in 1950, worked with his father on building the South Crescent Arms project (Hamilton County Auditor, Fabe). The vision for high rise apartments on this property was not a new idea. In 1929, Oscar Schwartz, architect of the Feinberg Temple at Reading Road and Rockdale Avenue, designed a ten-story complex of "Cooperative Apartment Homes," at 3700 Reading Road, but it was not built, probably because of the stock market crash. The Fabe firm went on to build many other apartment buildings in Cincinnati, including the 22-story Edgecliff Apartments (1966) at 2200 Victory Parkway.

By 1959, as previously described, the population in the south part of Avondale, which had been predominantly Jewish, had become mostly black and lower income. In 1964, the South Crescent Arms was purchased by the Cincinnati Metropolitan Housing Authority and converted to affordable housing. CMHA renamed the building, "The Redding" and renovated it for its new residents, reconfiguring four apartments on each floor to smaller units and converting the penthouse apartments into community rooms.

### **Architectural Significance**

According to the *Apartment Buildings in Ohio Urban Centers, 1870-1970* National Register Multiple Property Document (p E44) by Stephen C. Gordon, the Redding "ranks among the city's pioneering attempts at high-rise housing after WWII. The cubic massing and traditional details such as facebrick on all elevations harken back to pre-war designs, yet the semicircular automobile drive to the front entrance is a precursor of things to come."

The embrace by architects and engineers of novel building technologies and modernist aesthetics had a major effect on the design of post-war apartments. Apartment towers, widely spaced to accommodate plazas and parking, began to appear, reflecting the influence of European modernists such as LeCorbusier and his tower-in-a park concept. Exterior ornament and references to earlier period styles fell away for the most part. The traditional scheme of a three-part façade gave way to slabs with planar walls and uniform fenestration from top to bottom. The widespread use of central air conditioning reduced the need for operable windows, projecting bays and cross ventilation, thus post-war apartments typically had lower ceilings and fewer square feet per unit (Gordon, E21).

Designed by architect George H. Godley, the South Crescent Arms stylistically is an amalgam of modern influences. It is characterized by bold geometric massing with lower setbacks and projections as well as indentations created by the H-shaped plan, which are reminiscent of Art Deco, but the very plain exterior with planar walls with uniform fenestration and little ornament are more consistent with the Modern Movement. The unification of the window bays on the front with a plain limestone border emphasizes the building's monumentality in a subtle way. The flat pilasters dividing the vertical bays emphasize the height and recall early skyscrapers.

The building has been renovated several times over the years. In 1965, after the Cincinnati Metropolitan Housing Authority took ownership, four apartments on each floor were reconfigured and penthouse apartments were converted into community rooms in 1965. In 1990, repairs to the top two floors were made, including repointing and new steel shelf angles at the windows. A comprehensive renovation in 1996 involved slight modification of the semicircular driveway, landscape improvements, application of a metal fascia to the porte cochere, a new ADA lift in the lobby, and bronze anodized aluminum replacement windows in the same one-over-one configuration.

The Crescent Arms retains its original height, H-shaped building footprint, first-floor lobby and elevator cores and circulation plan. It also retains its historic exterior brick cladding, wall fenestration patterns and window openings. Although the penthouse apartments were reconfigured on the interior to serve as community rooms, the parapet and roof terraces are preserved. The original site plan was altered slightly when the semicircular driveway in the front was extended and exterior open spaces were re-landscaped in 1996. The Crescent Arms also retains a 2-level parking structure on the rear that was essential to marketing the building. The building also retains a significant degree of stylistic integrity.

### **George H. Godley, Architect**

The South Crescent Arms was designed by architect George H. Godley (1889-1961). As the son of the successful Cincinnati architect S. (Samuel) S. Godley (1858-1941), George practiced with his father from 1921 to 1931. Much more is known about his father. Educated at the Farmers' College in College Hill, S. S. Godley "received his practical education in the offices of local architects," including Edwin Anderson, Henry Bevis, and James W. McLaughlin. He opened his own office in Cincinnati in 1888, expanded it in 1893, practiced on his own, and with his son George in the 1920s, probably until his death.

According to architectural historian Walter E. Langsam, S. S. Godley was "one of the most sophisticated designers of residences for both the Jewish and Gentile elites of the city for several decades. His residential clients included members of the Doepke, Duttonhofer, Feiss, Fleischmann, Freiberg, Heinsheimer, Herschede, Jacob, Kuhn, Mack, Mitchell, Prichard, Resor, Steinau, Strader, Wise, Wolf, and Workum families, all of whom had leading roles in the economic, social, and cultural life of the city." Many of these homes were in the Cincinnati neighborhood of Avondale, including the handsome Beaux-Arts Frank Herschede mansion (1908), which stood at 3886 Reading Road. S. S. Godley also designed a few apartment buildings in Avondale, including a 3-story Tudor Revival-style court apartment building at 603-613 Forest Avenue.

George H. Godley clearly benefitted from his father's long association with Avondale and by adopting his father's profession. After Samuel's death in 1941, the son practiced under his own name until his death 20 years later in 1961. His design of the Crescent Arms in 1950 continued the firm's residential commissions in Avondale but reflected the dramatic changes in scale and style that occurred after WWII. About the same time as the Crescent Arms, George Godley designed four low-scale modern brick apartment buildings at 846 and 860 Glenwood Avenue (1947-49) and 974 Debbe Lane (1950-51). One of his last projects was the Edgecliff apartment tower at 2200 Victory Parkway, in 1961, the year he died. When this 20-story apartment building was built circa 1966, the design was by another architect.

### **Description**

#### **Site**

The South Crescent Arms apartment building occupies a rectangular 0.836-acre parcel, which measures 152.20 feet by 249.8 feet. (See Figure 1.) A connected two-level parking garage is located on the rear of the lot.

#### **Setting**

The building stands on the east side of Reading Road at the northeast corner of South Fred Shuttlesworth Circle in the Cincinnati neighborhood of Avondale. The building is significantly taller than its neighbors, which makes it highly visible from a distance and a dominant presence in the streetscape. The property abuts Martin Luther King Park on its north border.



## **Building**

Built circa 1950, the South Crescent Arms at 3700 Reading Road, is a 9-story, flat-roofed apartment building with a reinforced concrete frame, hollow block walls, and brown brick veneer. H-shaped in plan, the building is considered a high-rise elevator apartment building. The symmetrical front elevation is divided into 9 bays, with a wider bay in the center above the entrance and single-bay 8-story setbacks on each end. The stepped geometrical massing and slightly projecting pilasters on the front refer back to earlier Art Deco skyscrapers.

Ornament is limited to a simple contrasting limestone trim that outlines the center section of the facade. The entrance is emphasized by a porte cochere and projecting one-story vestibule. The building ends in a flat parapet wall with stone coping. The deep side elevations each extend for 12 bays with a recessed four-bay section in the center. All elevations are characterized by regular fenestration with one-over-one aluminum windows. To the rear of the building is a partly below-grade, two-level reinforced-concrete parking deck with flared mushroom columns.

The front entrance is accessed by a roughly semicircular driveway, which was slightly modified in 1996. At that time, the flat roof of the porte cochere was replaced in kind and a new bronze anodized aluminum fascia installed. On the interior, the lobby has a hung acoustic-tile ceiling but retains its terrazzo floor and Moderne-style curved aluminum stair railings. The apartment floors retain their original circulation plan with double-loaded corridors with vinyl composition tile (VCT) and painted plaster walls and ceilings. The apartment entry doors are solid birch wood. The apartments have been renovated but retain original pinkish-brown marble windowsills, painted plaster walls and ceilings, and bathrooms with light blue tile that appears to be 1950s-vintage. Most apartments retain their original floor plan.

## **Boundary**

The property coincides with Book 108, Plat 0004, Parcel 2 of the Hamilton County Auditor's records. The parcel, which is 152.20 feet by 249.8 feet, is an irregular part of Lot 1 in A. O. Tyler's Subdivision. The parcel is bounded on the west by Reading Road, on the south by Fred Shuttlesworth Avenue, on the east by a lot under different ownership and on the north by Dr. Martin Luther King Park. (See Figure 1.)

## **Justification of Boundary**

The above-listed parcel is both the original and legally recorded boundary line for the property for which designation is being requested. The building occupies the entire parcel and no other structures are present. It excludes surrounding properties that were not part of the development and are under different ownership.

## **Findings**

According to Chapter 1435 of the Cincinnati Zoning Code (Historic Preservation) certain findings must be made before a historic structure can be designated by City Council. The structure must be found to have historic significance. Historic significance means that the attributes of a district,

site or structure possess integrity of location, design, setting, materials, workmanship, feeling, and association, and:

1. That are associated with events that have made a significant contribution to the broad patterns of our history; or
2. That are associated with the lives of persons significant in our past; or
3. That embody the distinctive characteristics of a type, period or method of construction, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
4. That has yielded, or may be likely to yield, information important in history or prehistory.

## **Planning Considerations**

### **Compatibility with Plan Cincinnati**

“Plan Cincinnati”, the current Master Plan adopted by City Council in 2012, supports and encourages historic preservation;

*“As housing demand increases in the oldest neighborhoods, the City’s broad and reputable historic building stock should be preserved....”*

Historic Conservation is considered a fundamental component in Cincinnati’s future with policy principles including:

*“Preserve our resources and facilitate sustainable development.”*

*“Cincinnati is known for our historic built character and spectacular natural beauty. The City will focus on preserving and protecting our unique assets and reverse the modern trend of ‘disposable’ development.”*

Cincinnati’s Zoning Code includes a commitment to historic preservation through its goals and policies. Three specific purposes of historic preservation, according to the current Zoning Code Section 1435-03 include:

*“to safeguard the heritage of the city by preserving districts and landmarks which reflect elements of its history, architecture and archeology, engineering or culture,”*

*“to conserve the valuable material and energy resources by ongoing use and maintenance of the existing built environment,”*

*“to maintain the historic urban fabric of the city.”*

Thus, landmark designation of the South Crescent Arms Apartments, which allows for preservation of the building, is compatible with city plans and consistent with policy and code.

The South Crescent Arms Apartments has historic significance according to Chapter 1435 as defined under Criterion 1. It is historically significant as a pioneering elevator high-rise

apartment in the context of Cincinnati and the neighborhood of Avondale in the post-World War II (WWII) period. The building also meets Criterion 3 as a significant early example of an auto-oriented high-rise apartment building by a local architect, George H. Godley reflecting the transition from Art Deco to the Modern Movement.

### **Summary of Findings**

The designation of the South Crescent Arms Apartments meets the requirements of Chapter 1435 of the Cincinnati Zoning Code (Historic Preservation). The documentation in this designation report provides conclusive evidence that all required findings may be made for the proposed designation.

### **References**

Architectural drawings by George H. Godley (1950), Glaser & Myers (1965), and ATA Architects (1996).

Fabe, Ellie, email dated Sept. 28, 2020.

Giglierano, Geoffrey J., and Deborah A. Overmyer. *The Bicentennial Guide to Greater Cincinnati: A Portrait of Two Hundred Years*. Cincinnati, Ohio: The Cincinnati Historical Society, 1988.

Gordon, Stephen C. "Apartment Buildings in Ohio Urban Centers, 1870-1970," National Register Multiple Property Document, 2011.

Gordon, *How to Complete the Ohio Historic Inventory*. Columbus, Ohio: Ohio Historical Society, 1992.

Langsam, Walter E. "Biographical Dictionary of Cincinnati Architects, 1799-1940." Cincinnati: Architectural Foundation of Cincinnati, 2008

Langsam. "List of Buildings by Architect with Client and Year," unpublished, Sept. 27, 1989

Records of the Hamilton County Auditor



3700 Reading Road, Front (West) and South elevations



3700 Reading Road, North and East (Front) elevations





3700 Reading Road, South and Rear (East) elevations



3700 Reading Road, view of parking garage to the east



Figure 1. Parcel map, CAGIS, 2020

## HISTORIC CONSERVATION GUIDELINES

### South Crescent Arms AKA The Redding Apartments

Cincinnati, Ohio 45229

#### General Terminology

Within the context of these historic conservation guidelines, the “South Crescent Arms Apartments” or “The Redding” refer to the property located at 3700 Reading Road. The stepped massing, planar exterior brick walls, regular fenestration, the driveway in front and bi-level parking garage in the rear are defining characteristics of the property, and preservation of these attributes is critical to its integrity. The primary facades of the building, which faces west on Reading Road, are the west and south elevations; however, the other two sides of the building—east and north—while defined as secondary elevations, are also open to view and have a similar character to the primary ones, and thus, the following guidelines apply to the entire exterior.

#### Intent and General Guidelines

The following guidelines are adapted and comply with the *Secretary of the Interior’s Standards for Rehabilitation*. When a proposed change is not addressed by the guidelines, The *Secretary of the Interiors Standards for Rehabilitation, Interpreting the Standards Bulletins* and *Preservation Briefs* will be used as guiding documents.

These guidelines are intended to ensure that rehabilitation will maintain significant features of The Redding. Guidelines are intended not as strict rules but are to be used by the Historic Conservation Board as a guide to assess the compatibility and appropriateness of proposed rehabilitation changes. Reviews by the Historic Conservation Board are restricted to exterior changes proposed for this building. Repair and maintenance not changing significant features and clearly complying with the intent of these guidelines do not require board review. Interior alterations are not the purview of the Historic Conservation Board and are not subject to review.

The following general approaches are recommended:

1. **Repair and maintenance:** Ordinary repair and maintenance of like and kind for matching the original construction, where visible, and that does not change the appearance of the buildings, is acceptable under these guidelines. Rehabilitation may include preservation, restoration, reconstruction, or a combination of these, as appropriate and reasonable for the building.

2. **Maintenance.** Existing visible features that contribute to the overall character of the building in good condition should be maintained and where possible, preserved or conserved. Damaged visible features that can be repaired should be repaired rather than replaced wherever possible.
3. **Replacements.** Replacements of significant features damaged beyond repair, deteriorated beyond reasonable repair, or missing should sensitively harmonize with characteristics of the original feature. Replication is appropriate, but not required.

### Specific Guidelines

The following specific approaches to elements, features, and visible components are recommended:

1. **Materials:** Materials for significant features on primary façades visible from the street that are badly damaged, deteriorated beyond reasonable repair, or missing should be replaced with materials or components that closely match the style, shape, color, treatment, and texture of the element replaced. Composition, type of joint, size of units, visible measures, placement, and detailing should be appropriate for the building. Synthetic materials, where closely matching the existing characteristics, may be utilized.
2. **Masonry Repointing:** Repointing of deteriorated and/or missing mortar shall match the existing historic mortar as close as possible. Elements of the new repointing mix shall be consistent with the existing mortar in formulation, aggregate size, texture, color, and method of application. It is recommended that test patches be applied adjacent to existing mortar and allowed to dry. An assessment should be made of new repointing mix with respect to varied constituents to be matched. The sample that closely matches the original mortar should be used for the repointing. Refer to Preservation Brief #1 (PB #1) for general approach to undertaking masonry repointing.
3. **Masonry Cleaning:** Sandblasting diminishes the integrity of building materials. It is not an approved cleaning method. Should cleaning of exterior materials be undertaken, no harm should result from the approach taken to do the work. In the event that cleaning of building materials is undertaken, use the gentlest method possible to accomplish good results. Scrubbing with a bristle brush and a mild non-ionic detergent is recommended. Should this method be found ineffective, the use of approved chemical cleaning application can be used only after test patches have determined the gentlest means with respect to composition of cleaning agent, method of application, and cleaning results. Refer to PB #1 for general approach to masonry cleaning.
4. **Water-Repellent Coatings:** Use of water-repellent coatings on historic buildings is not permitted. The problem of water infiltration into a building is associated with structural or maintenance issues. Water-repellent coatings compound problems because the coating encapsulates moisture and does not allow it to evaporate naturally.
5. **Door and Window Openings:** Among the important features of the Redding are its window and door openings. The size and location of openings are an essential part of their overall design and an important feature of their architectural design. Original wall openings on primary facades should not be significantly altered or filled in. On secondary



facades, original wall openings should not be significantly altered without consideration of their impact to the overall character of the original design.

6. **Window and Door Replacement:** The original doors and window sashes have already been replaced with bronze anodized aluminum doors and windows. If further replacement of windows or doors becomes necessary due to deterioration or to replace missing or nonconforming units, new windows and doors on primary facades shall fill the original openings and be appropriate in material, scale, configuration, style, and size.
7. **Ornamentation:** Ornamentation is mostly absent from the Redding, with the exception of limestone trim and coping. These limestone features and any other original ornamental elements should be preserved or conserved. Do not make replacements or substitutions of different scale, size, design, or incompatible materials. Replace ornamentation to match originals in character, scale, configuration, style, size texture, and color. Some synthetic materials including fiberglass castings or composite materials may be considered.
8. **Roof:** Features that define the roofline of the building should be preserved. On the primary facades, vents, skylights, rooftop utilities, and equipment, such as elevator mechanicals and new roof elements should be placed so they are inconspicuous from view.
9. **Painting:** Do not paint stone and masonry elements have that have historically not been painted. Use colors that are appropriate to the building's age, history, and style.
10. **Outside Attachments:** Exterior light fixtures should be appropriate to the style of the building, or simple and contemporary. Signs are addressed under Site Improvements.

## Additions and Exterior Alterations

### Intent and General Guidelines

1. **Additions:** Additions should follow new construction guidelines, codes, and regulations. Any addition should be compatible in character with the original building, with sensitivity to existing massing and scale, site, and appearance within the building's existing context. Additions should be sympathetic, may be complementary, but need not be imitative in design. Additions should be designed to relate architecturally, not overwhelming the original building. Rooftop additions should be set back to minimize visibility.
2. **Alterations:** Alterations should follow construction guidelines for alternations, codes, and regulations. Alterations should not change or alter significant architectural features on primary facades. On the secondary facades, alterations should be designed to minimize impact on the overall character of the facade on which the alteration occurs.
3. **Appropriateness:** The appropriateness of design solutions for additions and alternations should include the following.

- a. How well the proposed design for the addition or alteration relates to the building and the neighboring buildings.
- b. How closely the proposed addition or alteration meets the specific intentions of these guidelines.

### Site Improvements and Alterations

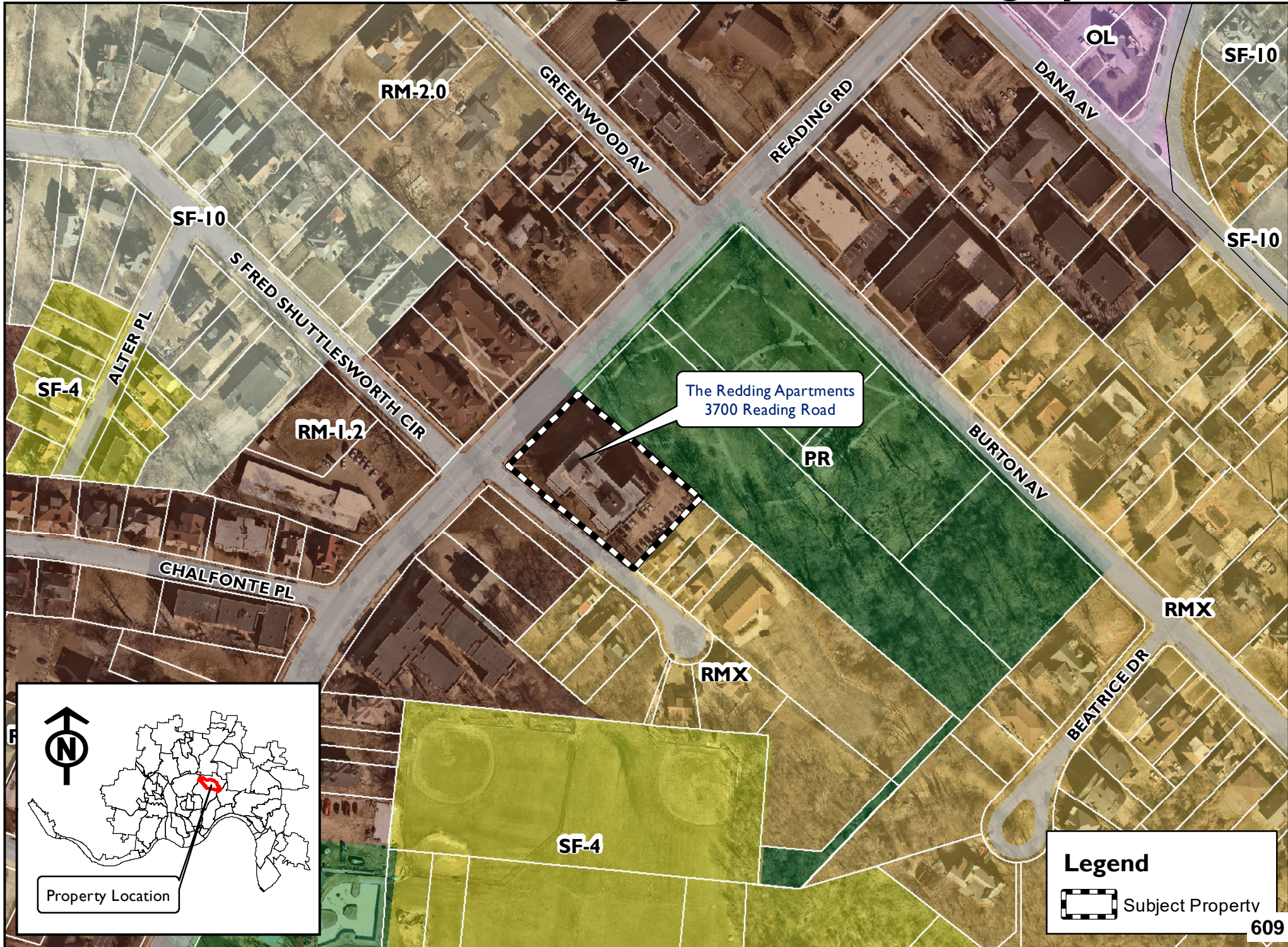
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3. **Walls and Fences.** New walls and fences should be compatible with the character of the building. New fences should be of metal and simple and contemporary in design. Chain-link, concrete block, unfaced concrete, plastic, fiberglass, or plywood fences and walls are inappropriate. Solid (privacy) fences, including "stockade" fences, are discouraged, except where necessary for screening storage areas. Concrete and brick are appropriate for new walls.
4. **Landscaping.** New landscaping should be scaled to complement the building. The design of new site features should be simple and contemporary.

### Demolition

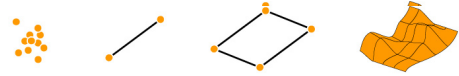
Any demolition, alterations, or modifications to the property and minimum maintenance requirements are governed by Section 1435-09: Alterations and Demolitions; Certificates of Appropriateness; Minimum Maintenance, of the Cincinnati Zoning Code, ordained by Ordinance No. 217-2012, §1, effective July 20, 2012. Any updates, modifications, or amendments to this section of the Cincinnati Zoning Code or legislation that supersedes Chapter 1435 of the Cincinnati Zoning Code which is established as the "Historic Preservation Code," shall be considered the governing law.



# Local Historic Landmark Designation: The Redding Apartments







## 1.0908 Acres – Area to be Reclassified

Situated in Section 9, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**BEGINNING** at the intersection of the centerline of Reading Road and the centerline of S. Fred Shuttlesworth Circle;

Thence with the centerline of said Reading Road, North  $36^{\circ}40'00''$  East, 173.83 feet;

Thence South  $56^{\circ}00'00''$  East, 284.07 feet;

Thence South  $36^{\circ}40'00''$  West, 161.05 feet to a point in the centerline of aforesaid S. Fred Shuttlesworth Circle;

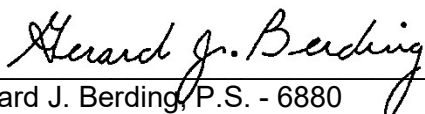
Thence with the centerline of aforesaid S. Fred Shuttlesworth Circle, North  $58^{\circ}34'00''$  West, 284.95 feet to the **POINT OF BEGINNING**.

**CONTAINING 1.0908 Acres** to be reclassified, of which 0.2537 Acres is located within the public Right-of-way of Reading Road and S. Fred Shuttlesworth Circle.

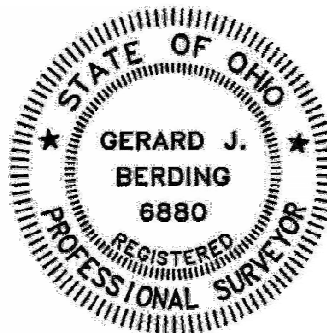
Being all of Hamilton County Auditor's parcel 10800040002 as conveyed to Cincinnati Metropolitan Housing Authority in Deed Book 3369, Page 251.

Bearings are based on a Louis Graf & Associates survey referenced in Deed Book 3369, page 251 of the Hamilton County Records.

Prepared by G.J. BERDING SURVEYING, INC. on October 27, 2020. Based on a Zone Change Plat prepared by G.J. BERDING SURVEYING, INC. on October 27, 2020.

  
Gerard J. Berding, P.S. - 6880

10-27-2020  
Date



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G.J. Berding Surveying, Inc.

741 Main Street • Milford, OH 45150 • 513 831 5505 tel • 513 831 6761 fax • [www.berdingsurveying.com](http://www.berdingsurveying.com)

## HISTORIC CONSERVATION GUIDELINES

### South Crescent Arms AKA The Redding Apartments

Cincinnati, Ohio 45229

#### General Terminology

Within the context of these historic conservation guidelines, the “South Crescent Arms Apartments” or “The Redding” refer to the property located at 3700 Reading Road. The stepped massing, planar exterior brick walls, regular fenestration, the driveway in front and bi-level parking garage in the rear are defining characteristics of the property, and preservation of these attributes is critical to its integrity. The primary facades of the building, which faces west on Reading Road, are the west and south elevations; however, the other two sides of the building—east and north—while defined as secondary elevations, are also open to view and have a similar character to the primary ones, and thus, the following guidelines apply to the entire exterior.

#### Intent and General Guidelines

The following guidelines are adapted and comply with the *Secretary of the Interior’s Standards for Rehabilitation*. When a proposed change is not addressed by the guidelines, The *Secretary of the Interiors Standards for Rehabilitation, Interpreting the Standards Bulletins* and *Preservation Briefs* will be used as guiding documents.

These guidelines are intended to ensure that rehabilitation will maintain significant features of The Redding. Guidelines are intended not as strict rules but are to be used by the Historic Conservation Board as a guide to assess the compatibility and appropriateness of proposed rehabilitation changes. Reviews by the Historic Conservation Board are restricted to exterior changes proposed for this building. Repair and maintenance not changing significant features and clearly complying with the intent of these guidelines do not require board review. Interior alterations are not the purview of the Historic Conservation Board and are not subject to review.

The following general approaches are recommended:

1. **Repair and maintenance:** Ordinary repair and maintenance of like and kind for matching the original construction, where visible, and that does not change the appearance of the buildings, is acceptable under these guidelines. Rehabilitation may include preservation, restoration, reconstruction, or a combination of these, as appropriate and reasonable for the building.

2. **Maintenance.** Existing visible features that contribute to the overall character of the building in good condition should be maintained and where possible, preserved or conserved. Damaged visible features that can be repaired should be repaired rather than replaced wherever possible.
3. **Replacements.** Replacements of significant features damaged beyond repair, deteriorated beyond reasonable repair, or missing should sensitively harmonize with characteristics of the original feature. Replication is appropriate, but not required.

### Specific Guidelines

The following specific approaches to elements, features, and visible components are recommended:

1. **Materials:** Materials for significant features on primary façades visible from the street that are badly damaged, deteriorated beyond reasonable repair, or missing should be replaced with materials or components that closely match the style, shape, color, treatment, and texture of the element replaced. Composition, type of joint, size of units, visible measures, placement, and detailing should be appropriate for the building. Synthetic materials, where closely matching the existing characteristics, may be utilized.
2. **Masonry Repointing:** Repointing of deteriorated and/or missing mortar shall match the existing historic mortar as close as possible. Elements of the new repointing mix shall be consistent with the existing mortar in formulation, aggregate size, texture, color, and method of application. It is recommended that test patches be applied adjacent to existing mortar and allowed to dry. An assessment should be made of new repointing mix with respect to varied constituents to be matched. The sample that closely matches the original mortar should be used for the repointing. Refer to Preservation Brief #1 (PB #1) for general approach to undertaking masonry repointing.
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8. **Roof:** Features that define the roofline of the building should be preserved. On the primary facades, vents, skylights, rooftop utilities, and equipment, such as elevator mechanicals and new roof elements should be placed so they are inconspicuous from view.
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## Additions and Exterior Alterations

### Intent and General Guidelines

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January 13, 2021

To: Nicole Crawford, Office of the Clerk of Council

From: Katherine Keough-Jurs, AICP, Director, Department of City Planning

Copies to: Caroline Hardy Kellam, Senior City Planner, Department of City Planning

Subject: **Scheduling of Ordinance designating the South Crescent Arms Apartments Local Historic Landmark in Avondale**

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The above referenced Ordinance is ready to be scheduled for Economic Growth and Zoning Committee. We are requesting this item be placed on the next Economic Growth and Zoning Committee meeting agenda. In accordance with CMC section 111-1, this item requires fourteen days notice for a public hearing.

Included in this submission are the following items:

- 1) The transmittal letter to the Mayor and City Council;
- 2) The City Planning Commission report;
- 3) The Ordinance designating the South Crescent Arms Apartments;
- 4) The mailing labels for notification; and
- 5) A copy of the mailing labels for your record.

January 13, 2021

Mayor and Members of Council  
Council Chambers, City Hall  
Cincinnati, Ohio 45202

Dear Members of Council:

I am transmitting herewith an ordinance captioned as follows:

**DESIGNATING** the South Crescent Arms Apartments building located at 3700 Reading Road in the Avondale neighborhood as a historic landmark.

The City Planning Commission recommended **APPROVAL** of this Local Landmark designation at their December 18, 2020 meeting.

**Summary:**

City Planning Commission recommended approval of the Local Landmark designation for the following reasons:

1. Designating the South Crescent Arms Apartments as a Local Landmark will assist in the revitalization of the area and will have a positive impact on the community and economic development plans of the city.
2. This designation will assist in the redevelopment of this building and the area of Avondale on this prominent corner.
3. It has been determined that the proposed guidelines are acceptable to meet the goal of preserving the architecture of this Local Historic Landmark.
4. This Local Landmark designation will not negatively impact the existing character of the surrounding area.

Motion to Approve: Mr. Juech

Ayes: Mr. Smitherman  
Mr. Juech  
Mr. Stallworth  
Ms. McKinney  
Mr. Eby

Seconded: Ms. McKinney

THE CITY PLANNING COMMISSION

---

Katherine Keough-Jurs, AICP, Director  
Department of City Planning

**December 18, 2020**

**Honorable City Planning Commission  
Cincinnati, Ohio**

**SUBJECT:** A report and recommendation on a proposed Local Historic Landmark designation of The South Crescent Arms Apartments (Redding Apartments) at 3700 Reading Road in Avondale.

**GENERAL INFORMATION:**

Location: 3700 Reading Road at the northeast corner of S. Fred Shuttlesworth Circle  
Petitioners: City Studios  
Petitioner's Address: 1148 Main Street, Cincinnati, Ohio, 45202  
Property Owner: Cincinnati Metropolitan Housing Authority (CMHA)  
Property Owner's Address: 1627 Western Avenue, Cincinnati, Ohio, 45214

**ATTACHMENTS:**

Attachment A- Location Map  
Attachment B- Historic Designation Report  
Attachment C- Historic Conservation Guidelines

**BACKGROUND:**

The petitioner is requesting a Local Historic Landmark designation for The South Crescent Arms Apartments (Redding Apartments) at 3700 Reading Road in Avondale. The building is owned by Cincinnati Metropolitan Housing Authority (CMHA) and is now called the Redding Apartments. This designation will make the building potentially eligible for historic tax credits to renovate the building.

According to Chapter 1435-07-1 of the Cincinnati Municipal Code (Historic Preservation), certain findings must be made before a Local Historic District can be designated by City Council. The proposed building must be found to have historic or architectural significance by having one or more of the following criteria below:

1. Are associated with events that have made a significant contribution to the broad patterns of our history; or
2. Are associated with the lives of persons significant in our past; or
3. Embodies the distinctive characteristics of a type, period or method of construction, or represent a significant and distinguishable entity whose components may lack individual distinction; or
4. That has yielded or may be likely to yield information important in history or prehistory.

The applicant for this local historic landmark designation is nominating this landmark under Criterion 1 for its significant contributions to the broad patterns of our history and Criterion 3 for architectural significance. The proposed local historic landmark, The Redding Apartments, is a significant Cincinnati resource as defined by Chapter 1435 of the Cincinnati Zoning Code because it meets two of the criteria listed above.

On November 23, 2020, the Historic Conservation Board (HCB) voted unanimously to recommend the local historic landmark designation of The Redding Apartments under Criterion 1 (historical significance) and 3 (architectural significance) in Avondale to City Planning Commission and City Council.

**HISTORIC SIGNIFICANCE:**

The South Crescent Arms Apartments (now Redding Apartments) was built in 1950 and is historically significant as a pioneering elevator high-rise apartment in the context of Cincinnati and the neighborhood of Avondale in the post-World War II (WWII) period. With its semi-circular driveway and integrated bi-level parking garage, it is an example of an auto-oriented apartment building, which was new at the time. As a building subtype, elevator high-rise apartment buildings represent the culmination of the automobile's impact on the development of multi-family housing and the urban apartment construction boom in the mid-20th century. With its cubic massing, traditional face brick, flat roof and uniform fenestration, the building is architecturally significant as a transition from Art Deco to the Modern aesthetic.

The building is historically significant for its association under Criterion 1, as it is representative of post-WWII high-rise elevator apartment buildings as well as for the increase in development of Avondale. The building is also significant under Criterion 3 for its association with the architect George H. Godley and as an example of an early auto-oriented high-rise apartment building that represents a transitional style from Art Deco to the Modern Movement. The Designation Report in Attachment C details the historic and architectural significance of the building.

**ANALYSIS:**

In making a determination, the City Planning Commission shall consider all of the following factors:

- (1) The relationship of the proposed designation to the comprehensive plans of the city and of the community in which the proposed Historic Landmark, Historic District or Historic Site is located; and

*The designation of The Redding Apartments as a local historic landmark is consistent with Plan Cincinnati (2012). In the Sustain Initiative Area, a Goal recommends to "preserve our natural and built environment" and "preserve our built history with new development incentives and regulatory measures" (pages 193-194).*

- (2) The effect of the proposed designation on the surrounding areas and economic development plans of the city; and

*Designating The Redding Apartments will assist in the renovation of the building by providing necessary historic tax credits. The revitalization of the building and will have a positive impact on the community and economic development plans of the city.*

- (3) Such other planning and historic preservation considerations as may be relevant to the proposed designation.

*This designation will assist in the redevelopment of this building and the area of Avondale on this prominent corner.*

The Local Historic Landmark designation of The Redding Apartments in Avondale meets the requirements of Chapter 1435 of the Cincinnati Municipal Code (Historic Preservation). The documentation in the designation report (Attachment B) provides conclusive evidence that all required findings may be made for the proposed designation. This designation will help the renovation of The Redding Apartment and hopefully encourage more rehabilitation in this area of Avondale.

The Historic Conservation Board recommended approval and CMHA supports the historic designation.

**Per Chapter 1435- 07-2-C. - Adoption of Conservation Guidelines.**

“At the time of designation of a Historic Landmark, Historic District or Historic Site, Council has the duty to adopt conservation guidelines for each Historic Landmark, Historic District or Historic Site. Conservation guidelines shall promote the conservation, development and use of the Historic Landmark, Historic District or Historic Site and its special historic, architectural, community or aesthetic interest or value. Insofar as practicable, conservation guidelines shall promote redevelopment and revitalization of Historic Structures and compatible new development within the Historic District. The guidelines shall not limit new construction within a Historic District to a single period or architectural style but may seek to preserve the integrity of existing Historic Structures. Conservation guidelines shall take into account the impact of the designation of a Historic Landmark, Historic District or Historic Site on the residents of the affected area, the effect of the designation on the economic and social characteristics of the affected area, the projected impact of the designation on the budget of the city.”

The proposed guidelines are attached to this staff report as Attachment C. The Historic Conservation Board and staff of the Department of City Planning have determined that the proposed guidelines are acceptable to meet the goal of preserving the architecture of this Historic Landmark.

**PUBLIC COMMENT:**

A joint virtual public staff conference with the Historic Conservation Office and the Department of City Planning was held on November 4, 2020. Notices were sent to property owners within a 400' radius of the proposed Local Historic Landmark designation and the Avondale Community Council. A representative of the Community Council contacted staff and had planned to participate but they were not in attendance. A representative of the Cincinnati Christian Adult Center was in attendance to learn about the proposal. All other attendees were the applicants and City staff. There has been no opposition to this proposed designation to-date.

**CONSISTENCY WITH PLANS:**

The designation of The Redding Apartments as a Local Historic Landmark in Avondale is consistent with *Plan Cincinnati* (2012). Specifically, within the Sustain Initiative Area, a Goal recommends to “preserve our natural and built environment” and “preserve our built history with new development incentives and regulatory measures” (pages 193-194). It is also consistent with the Live Initiative Area, Goal 3 recommends to “Provide a full spectrum of housing options, and improve housing quality and affordability” (page 164).

It is also consistent with *Avondale's Quality of Live Movement Plan* (2020). Specifically withinin Goal 12, it states that “Avondale with a diverse quality housing stock which meets the needs of existing seniors, owners and renters and attracts new residents” (pages 27, 56).

**RECOMMENDATION:**

The staff of the Department of City Planning recommends that the City Planning Commission take the following actions:

1. **APPROVE** the proposed Local Historic Landmark designation of The South Crescent Arms Apartments (Redding Apartments) at 3700 Reading Road in Avondale, as described in the “South Crescent Arms Apartments/AKA The Redding Historic Designation Report dated October 8, 2020” as seen in Attachment B;
2. **APPROVE** the attached map amendment designating the Local Historic Landmark as seen in Attachment A; and
3. **APPROVE** the “South Crescent Arms/AKA The Redding Apartments Historic Conservation Guidelines dated October 8, 2020” as seen in Attachment C.

Respectfully submitted:

Approved:



Caroline Hardy Kellam, Senior City Planner  
Department of City Planning



Katherine Keough-Jurs, AICP, Director  
Department of City Planning

February 2, 2021

**To:** Mayor and Members of City Council 202100188

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

**Subject:** Emergency Ordinance – Zone Change and Concept Plan for 1333 Arlington Street (Crosley Building) in Camp Washington

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Transmitted is an Emergency Ordinance captioned:

**AMENDING** the official zoning map of the City of Cincinnati to rezone certain real property located at 1333 Arlington Street in the Camp Washington neighborhood from the MG, “Manufacturing General,” zoning district to Planned Development District No. 90, “Crosley Building.”

The City Planning Commission recommended approval of the amendment at its January 15, 2021 meeting.

Summary

The subject property, comprised of six parcels, is 1.562 acres in size, and located on the southeast corner of the intersection of Arlington Street and Sassafras Street (approximately 325’ east of Spring Grove Avenue), in the Camp Washington neighborhood. Crosley Renaissance, LLC, an ownership structure of Core Redevelopment and TWG Development, proposes to rehabilitate the existing structure into a mixed-use development consisting of affordable multi-family residential units and commercial use. Crosley Renaissance, LLC is seeking Low-Income Housing Tax Credits (LIHTC), which requires an application to be submitted to the Ohio Housing Finance Agency (OHFA) in February 2021. OHFA requires that the property be properly zoned prior to the LIHTC application submission. As such, Crosley Renaissance, LLC requests a zone change from Manufacturing General (MG) to Planned Development (PD) at 1333 Arlington Street in Camp Washington to permit the rehabilitation of the existing nine-story Crosley Radio Building into a 175 – 250 dwelling unit multi-family residential building with commercial use on the first floor (and potentially the ninth floor) and a parking ratio of 0.75 – 1.5 parking spaces per unit.

The City Planning Commission recommended the following on January 15, 2021 to City Council:

**ACCEPT** the Concept Plan and Development Statement as submitted and;

**ADOPT** the Department of City Planning Findings (detailed on page 9 of the staff report) and;

**APPROVE** the proposed zone change at 1333 Arlington Street from Manufacturing General (MG) to Planned Development including the Concept Plan and Development Program Statement in Camp Washington.

**APPROVE** the proposed Planned Development (PD) district that contains less than two-acres per Section 1429-05 (a) of the Cincinnati Zoning Code as the subject site and building are existing, and the proposed reuse of the building and site are appropriate for a PD.



## EMERGENCY

City of Cincinnati

JRS

*AWB*

# An Ordinance No. \_\_\_\_\_ - 2021

**AMENDING** the official zoning map of the City of Cincinnati to rezone certain real property located at 1333 Arlington Street in the Camp Washington neighborhood from the MG, "Manufacturing General," zoning district to Planned Development District No. 90, "Crosley Building."

WHEREAS, Crosley Renaissance, LLC, by and through its attorney, Sean S. Suder, Esq. ("Petitioner"), has submitted a petition to rezone the real property located at 1333 Arlington Street in the Camp Washington neighborhood ("Property") to Planned Development District No. 90, "Crosley Building," which property is generally sited at the southeast corner of the intersection of Arlington Street and Sassafras Street and contains approximately 1.562 acres; and

WHEREAS, the Property is the site of the former Crosley Radio factory, which is listed on the National Register of Historic Landmarks; and

WHEREAS, Petitioner seeks to develop the Property by restoring the long vacant Crosley Radio factory and converting it to mixed use, including light commercial use on the first floor and potentially the ninth floor and between 175 and 250 dwelling units ("Project"); and

WHEREAS, the Petitioner has sufficient control over the Property to effect the proposed plan, and rezoning the Property from the MG, "Manufacturing General," zoning district to Planned Development District No. 90 would permit the construction of the Project and assist with the Petitioner's pursuit of Low-Income Housing Tax Credits from the Ohio Housing Finance Agency; and

WHEREAS, the Petitioner has submitted a concept plan and development program statement for the Project, which concept plan and development program statement describe the land use and development regulations that will govern the Project and which documents otherwise meet the requirements of Cincinnati Municipal Code Section 1429-09; and

WHEREAS, on January 15, 2021, the City Planning Commission approved the rezoning of the Property from the MG, "Manufacturing General," zoning district to Planned Development District No. 90 upon a finding that: (i) the Petitioner's concept plan and development program statement are consistent with applicable plans and policies and are compatible with surrounding development; (ii) the concept plan and development program enhance the potential for superior urban design in comparison with the development under the base district regulations that would apply if the plan were not approved; (iii) deviations from the base district regulations applicable to the property at the time of the Petitioner's application are justified by compensating benefits of the concept plan and development program statement; and (iv) the concept plan and development



program statement include adequate provisions for utility services, refuse collection, open space, landscaping and buffering, pedestrian circulation, traffic circulation, building design, and building location; and

WHEREAS, additionally, though the Property is less than the minimum required area under the Cincinnati Zoning Code Chapter 1429-05(a), the City Planning Commission recommended approval of the Planned Development finding that special site characteristics exist and the proposed land uses justify development of the property as a planned development; and

WHEREAS, a committee of Council held a public hearing on the proposed rezoning of the Property following due and proper notice pursuant to Cincinnati Municipal Code Section 111-1, and the committee approved the rezoning, finding it in the interest of the general public's health, safety, morals, and welfare; and

WHEREAS, the Project is consistent with the "Live" Initiative Area of *Plan Cincinnati* (2012), which has a goal to "Provide a full spectrum of housing options, and improve housing quality and affordability" (p. 164) and the Strategy to "Provide quality healthy housing for all income levels" (p. 165); and

WHEREAS, the Project is also consistent with many aspects of Camp Washington's *Made in Camp* neighborhood plan which identifies the Crosley Radio Building as a key structure for conversion from industrial use to other uses that would further the goals of the neighborhood (p. 24, 41); and

WHEREAS, Council considers the establishment of Planned Development District No. 90, "Crosley Building," to be in the best interests of the City and the general public's health, safety, morals, and welfare; now, therefore,

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

Section 1. That the Council hereby adopts as its own independent findings the Department of City Planning and the Cincinnati Planning Commission's findings that the planned development proposed by Crosley Renaissance, LLC for the real property located at 1333 Arlington Street in the Camp Washington neighborhood ("Property"), which property is generally sited at the southeast corner of the intersection of Arlington Street and Sassafras Street and contains approximately 1.562 acres, conforms to the requirements of Cincinnati Municipal Code Sections 1429-05, 1429-09, and 1429-11 except as addressed in Section 2 below.

Section 2. That, although it contains less than the minimum acreage requirement established by Cincinnati Municipal Code 1429-05, the Council finds that approval of the proposed planned development is appropriate because it will facilitate the remediation of the Property's special site characteristics, namely an usually large and conspicuous vacant building, and it will facilitate the establishment of uses that are consistent with the Camp Washington neighborhood's plans.

Section 3. That the shape and area of the City's official zoning map in the location of the Property, which real property is identified on the map attached hereto as Exhibit "A" and made a part hereof, and which real property is more particularly described on Exhibit "B," attached hereto and made a part hereof, is hereby amended from the MG, "Manufacturing General," zoning district to Planned Development District No. 90, "Crosley Building" ("PD-90").

Section 4. That the development program statement, attached hereto as Exhibit "C" and made a part hereof, and the concept plan, attached hereto as Exhibit "D" and made a part hereof, are hereby approved. The approved development program statement and concept plan shall govern the use and development of the Property during the effective period of PD-90.

Section 5. That, should PD-90 lapse pursuant to provisions of Cincinnati Municipal Code Chapter 1429, "Planned Development Districts," the Property shall revert to the MG, "Manufacturing General," zoning district in effect immediately prior to the effective date of PD-90.

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 immediate need to allow the petitioner to make timely application to the Ohio Housing Finance

Agency for the upcoming round of Low-Income Housing Tax Credit award before the February 11, 2021 deadline.

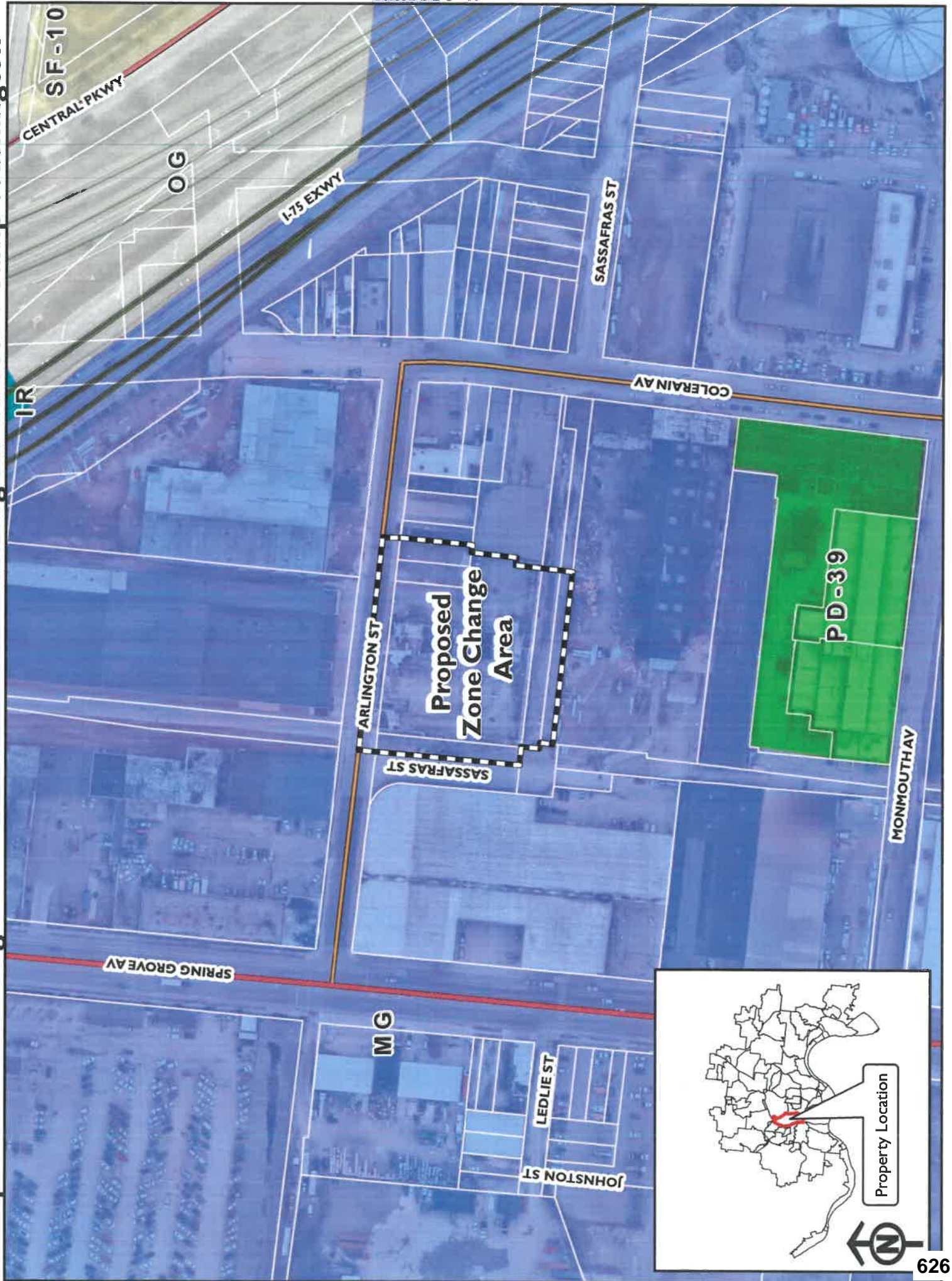
Passed: \_\_\_\_\_, 2021

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

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

Proposed Zone Change from MG to PD at 1333 Arlington Street in Camp Washington

Exhibit A







**DESCRIPTION OF  
CROSLEY BUILDING-TRACTS I & III  
1.7305 ACRES  
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO**

Auditor's Parcel Nos. 190-0029-0173 thru 0179, 0195 thru 0202, 0240, 0241, 0243, 0251 thru 0254, consolidated and 190-0029-0180, 0181, 0247, 0256

Situate in the City of Cincinnati, Hamilton County, Ohio, being all of Lots 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, and part of Lots 157, 158 and 176 of Isaac Bate's Second Subdivision as recorded in Plat Book 5, Page 100, of the Hamilton County, Ohio, Records and being more particularly described as follows:

**Commencing** at intersection of the existing Southern right of way line of Arlington Street and the existing Western right of way line of Colerain Avenue;

North 87 degrees 45 minutes West a distance of 215.90 feet to a cross notch at the Northeast corner of subject parcel and being the **Real Point of Beginning** for the lands herein described;

Thence leaving the existing Southern right of way line of Arlington Street with the Eastern line of subject parcel the following seven (7) courses and distances:

Thence South 00 degrees 50 minutes West a distance of 100.00 feet to a point;

Thence North 87 degrees 45 minutes West a distance of 10.18 feet to a point;

Thence South 01 degrees 49 minutes a distance of 2.72 feet to a point;

Thence North 87 degrees 45 minutes West a distance of 1.11 feet to a point;

Thence South 01 degrees 43 minutes West a distance of 60.57 feet to a point;

Thence North 87 degrees 37 minutes West a distance of 9.56 feet to a point; and,

Thence South 01 degrees 43 minutes West a distance of 79.87 feet to a mag nail at the Southeastern corner of subject property.

Thence with the Southern line of subject property, North 87 degrees 45 minutes West a distance of 239.08 feet to a mag nail in the Eastern line of vacated Sassafras Street and also being the Southwestern corner of subject property;

Thence leaving said Southern line with the Eastern line of vacated Sassafras Street and the Western line of subject property, the following three (3) courses and distances:

Thence 00 degrees 50 minutes East a distance of 18.15 feet to a mag nail;

Date Prepared: December 17, 2020

Page 1 of 2

P:\300-000\307-305\Survey\Documents\307305 LD-Crosley Building Description.docx

Thence North 87 degrees 45 minutes West a distance of 8.71 feet to a mag nail; and,  
Thence North 00 degrees 50 minutes East a distance of 25.00 feet to the Southeastern corner known as Tract III as recorded in Official Record 12529, Page 349 of the aforesaid records.

Thence with the Southern line of Tract III, North 87 degrees 45 minutes West a distance of 24.30 feet to the Southwestern corner of Tract III;

Thence leaving said Southern line with the Western line of Tract III, North 00 degrees 50 minutes East, passing a cross notch in the existing Southern right of way line of Arlington Street at 200.00 feet, a total distance of 225.01 feet to the centerline of Arlington Street;

Thence with the centerline of Arlington Street, South 87 degrees 45 minutes East a distance of 295.15 feet to a point, said point being the prolongation of the Eastern property line of subject parcel;

Thence leaving said centerline with the prolongation of said Eastern property line, South 00 degrees 50 minutes West a distance of 25.01 feet to the Point of Beginning. Together with easements and reservations as set out in Deed Book 3181, Page 258 of the Hamilton County, Ohio, Records.

Containing 1.7305 acres of land, more or less, and being subject to all legal highways and any and all easements of record.

The above description was prepared by Dennis T. Dinkelacker, Ohio Registration No. 7736, on December 17, 2020 and describes a portion of the lands owned by C.W. Development, LLC as recorded in Official Record 12529, Page 349 (known as Tracts I & III) and includes the Present Road Occupies (P.R.O.) of Arlington Street, of the Hamilton County, Ohio, Records.

This description is intended for zoning purposes only and is not to be used for the transfer of real property.

**CIVIL & ENVIRONMENTAL CONSULTANTS, INC.**

---

Dennis T. Dinkelacker, P.S. Date  
Ohio Registered Professional Surveyor No. 7736

**CONCEPT PLAN AND DEVELOPMENT PROGRAM STATEMENT  
ZONING CHANGE REQUEST  
(FROM MG TO PD DISTRICT)  
1333 ARLINGTON STREET, CINCINNATI, OHIO**

CROSLEY RENAISSANCE, LLC, owner of the Crosley building (see attached Limited Warranty Deed), is requesting a change in zoning from MG to PD for the property located at 1333 Arlington St., Cincinnati, OH. The requested change in zoning is for the following Auditor parcel Nos:

190-0029-0173 thru 0179, 0195 thru 0202, 0243, 0251 thru 0254, consolidated AND 190-0029-0180, 0181, 0247, 0256

The existing Crosley building structure and current utility infrastructure will be utilized for this project. However, if existing utilities are deemed to be in disrepair or undersized, new utilities will connect to the existing public infrastructure adjacent to the site. No off-site utility connections are anticipated with this project.

The parcels proposed for rezoning contain an existing nine-story building with a partial basement. The building is proposed for adaptive reuse into a multifamily apartment property with light commercial use and will restore the building's historic architectural integrity. The proposed unit mix will consist of studios, one-, two-, and three-bedroom units, with the unit count between 175 and 250 dwelling units. With a total area of 1.562 acres included in the parcels proposed for rezoning, this will result in a density of 112 - 160 units per acre. The total proposed number of units and the mix of unit types therein has not been finalized and is subject to change. The largest floor area of the building is 44,043 square feet, resulting in an existing 35% open space ratio (23,997.72 SF/68,040.72 SF). Parking will be both onsite and at an adjacent surface lot at Colerain and Sassafras; also owned by CROSLEY RENAISSANCE, LLC. The overall estimated parking ratio is .75 – 1.5 spaces per unit. Vehicular entry and exit for the building will be at Arlington/Sassafras Streets. Construction will be in one 18 - 24-month construction phase.

**Estimated Timeline:**

9% & 4% LIHTC Applications:	February 2021
9% & 4% LIHTC Award:	May 2021
State & Federal Historic Applications:	September 2021
State & Federal Historic Awards:	March 2022
Est. City of Cincy HOME:	TBD
Est FHLB:	TBD
Closing:	October 2022
Construction begin:	October 2022
Construction Completion:	July 2024







**CONCLUSION**

393

**PROTECT YOUR**

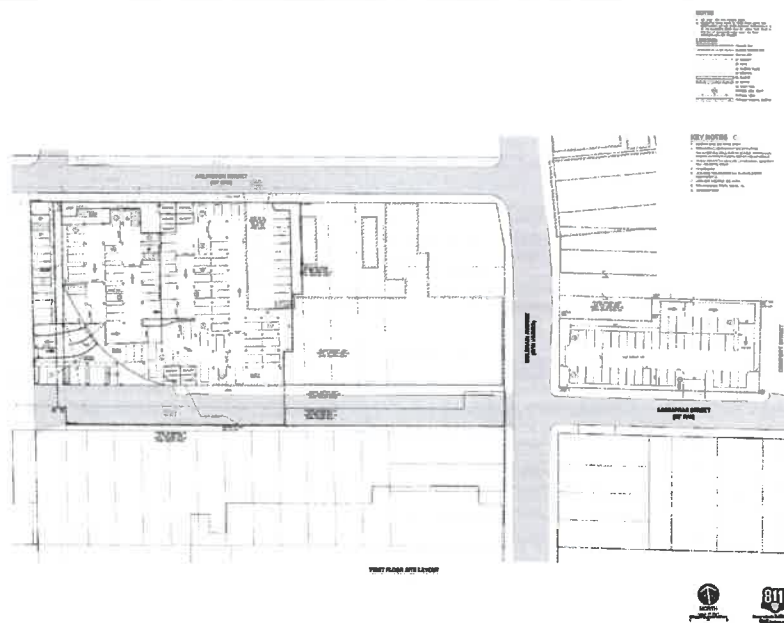
**RENOVATION AND ADAPTIVE REUSE OF  
THE CROSLY BUILDING**  
1239 ARLINGTON STREET  
CINCINNATI, OH 45225

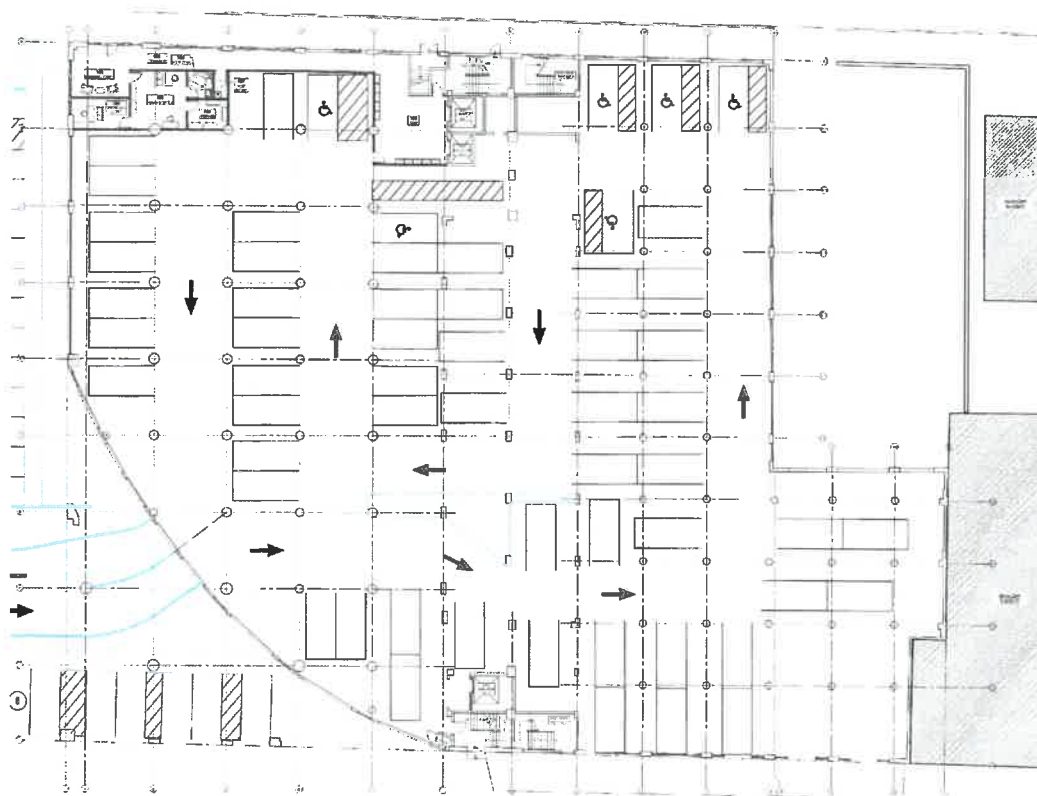
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DATE: 16/12/2020  
DRAWN BY:  
CHECKED BY:

**SITE PLAN**

**WEEKLY NUMBER**  
**C100**





1 FIRST FLOOR BUILDING PLAN  
SCALE: 3/32" = 1'-0"

**TWG**  
TWG DEVELOPMENT  
1301 E WASHINGTON ST  
SUITE 100  
INDIANAPOLIS, IN 46202  
317-264-1833  
CONSULTANT

DATE

PROJECT FILE

RENOVATION AND ADAPTIVE REUSE OF  
THE CROSLY BUILDING  
1301 E WASHINGTON ST  
INDIANAPOLIS, IN 46202

REVISIONS	DATE	BY	CHKD
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DO NOT SCALE PRINTS - USE  
FIGURED DIMENSIONS ONLY

DATE: 11/13/2008

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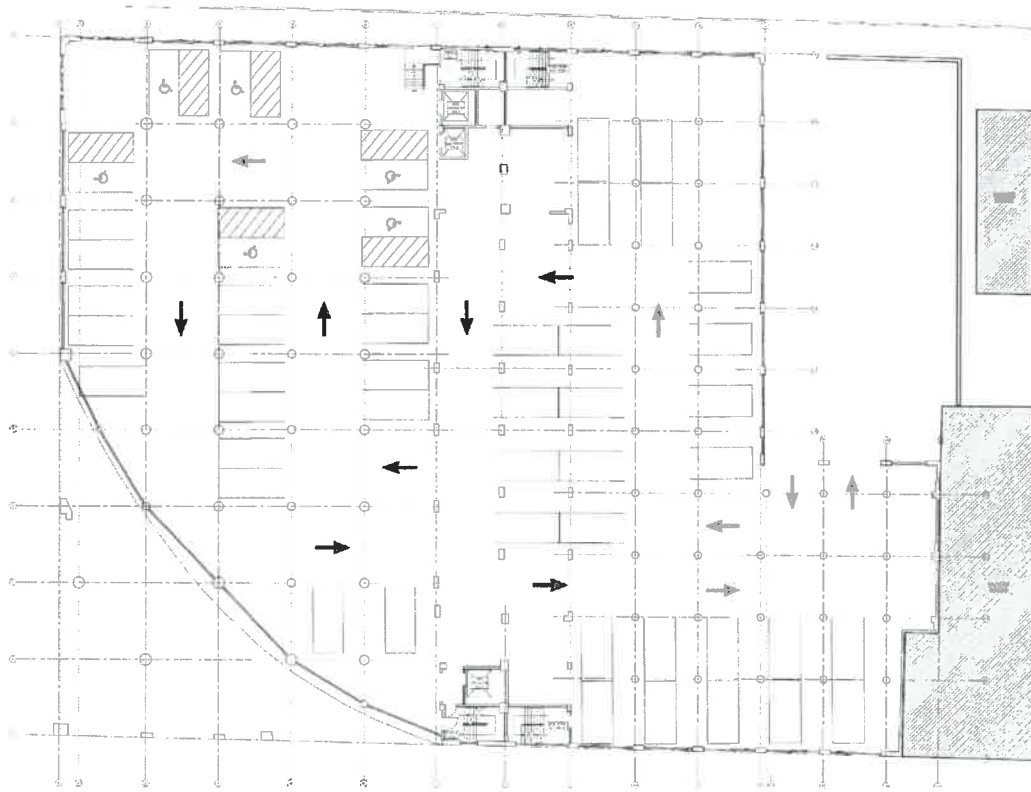
CHECKED BY:

TWGP/ML  
FIRST FLOOR PLAN

SHEET NUMBER

A101





1 SECOND FLOOR BUILDING PLAN  
SCALE: 3/32" = 1'-0"

**TWG**  
TWG DEVELOPMENT  
1301 E WASHINGTON ST  
SUITE 100  
INDIANAPOLIS, IN 46202  
317-254-1833  
CONSULTANT

DATE

PROJECT TITLE

RENOVATION AND REPAIRS, REUSE OF  
THE CROSLEY BUILDING  
1209 ARLINGTON STREET  
CINCINNATI, OH 45225

PLANNED  
DATE

REVISIONS  
DATE

DO NOT SCALE PRINTS - USE  
FOURDED DIMENSION LINES ONLY

DATE: 11/13/2006

DRAWN BY:

CHECKED BY:

TITLE: SECOND FLOOR

PLAN

SHEET NUMBER

A102







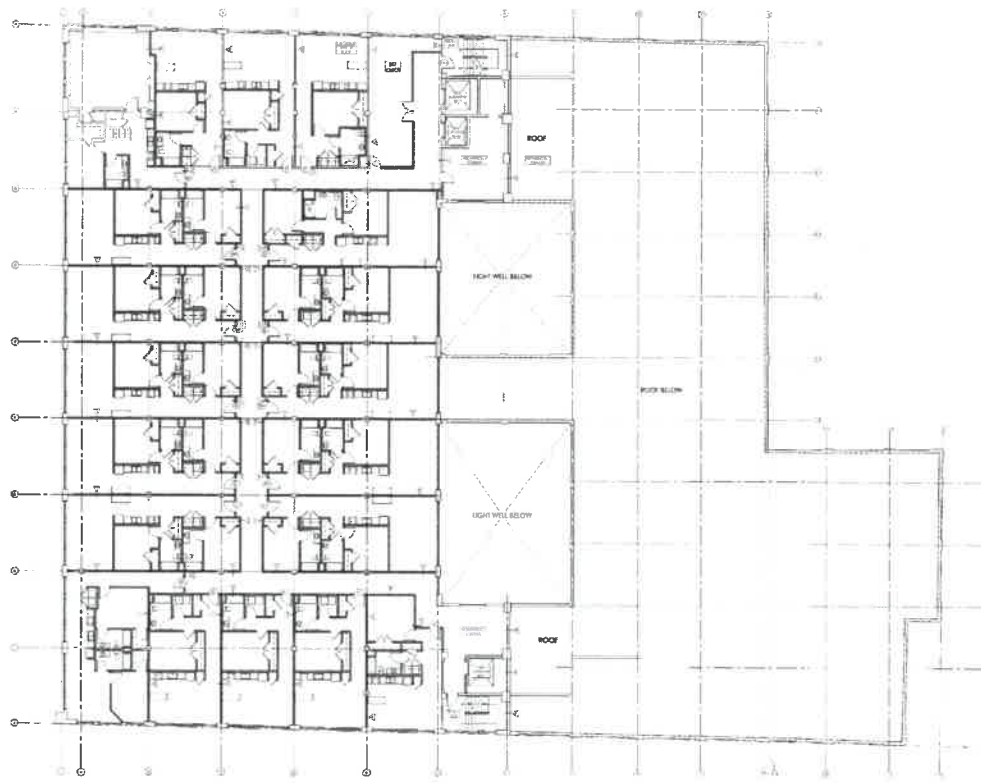












**1 EIGHTH FLOOR BUILDING PLAN**  
 SCALE: 3/32" = 1'-0"

DATE: \_\_\_\_\_  
 PROJECT TITLE: \_\_\_\_\_

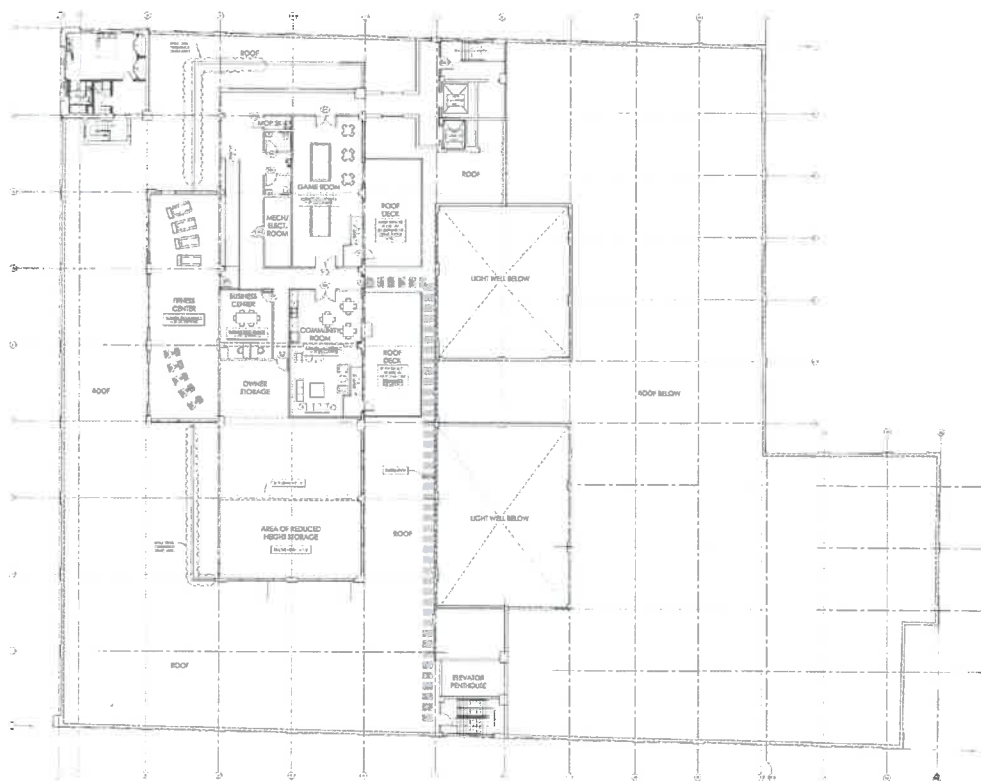
RENOVATION AND ADAPTIVE REUSE OF  
 THE CROSLY BUILDING  
 1501 E WASHINGTON STREET  
 INDIANAPOLIS, IN 46202

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DATE: 11/11/03  
 DRAWN BY:  
 CHECKED BY:  
 TWEET WEL  
 EIGHTH FLOOR PLAN



SHEET NUMBER  
**A108**



1 NINTH FLOOR BUILDING PLAN  
SCALE: 1/32" = 1'-0"

**TWG**  
TWG DEVELOPMENT  
1301 E WASHINGTON ST  
SUITE 100  
INDIANAPOLIS, IN 46202  
317-264-1833  
CONSULTANT

REAL  
PROPERTY

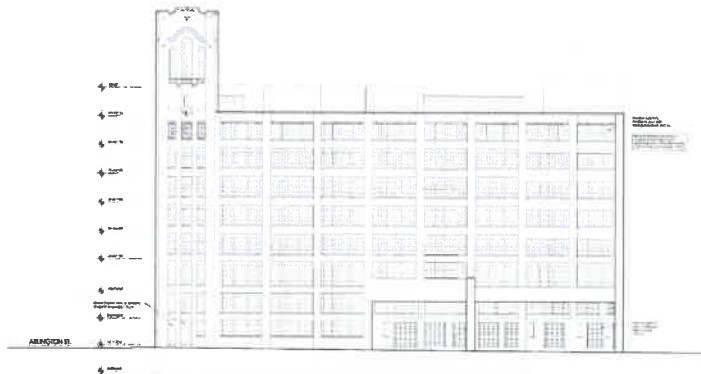
RENOVATION AND ADAPTIVE REUSE OF  
THE CROSSLEY BUILDING  
1239 ARLINGTON STREET  
CINCINNATI, OH 45225

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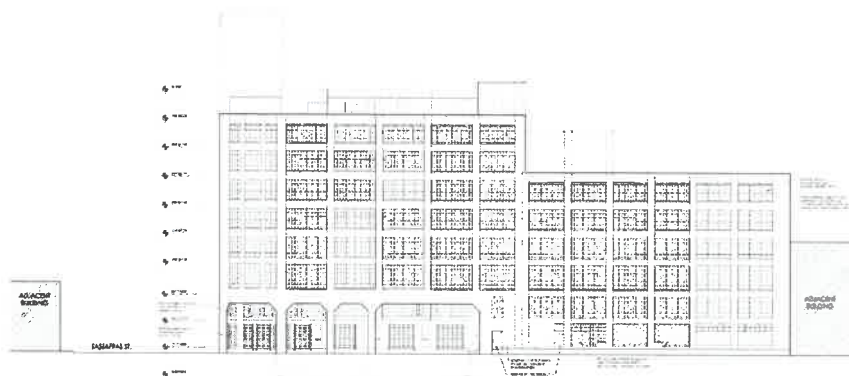
DATE: 11/13/2009  
DRAWN BY:  
CHECKED BY:  
PROJECT NAME:  
SHEET NUMBER:  
NINTH FLOOR PLAN



SHEET NUMBER  
**A109**



2 DEMOLITION WEST ELEVATION  
SCALE: 1/16" = 1'-0"



1 DEMOLITION SOUTH ELEVATION  
SCALE: 1/16" = 1'-0"



**TWG**  
TWG DEVELOPMENT  
1501 E WASHINGTON ST  
SUITE 100  
INDIANAPOLIS, IN 46202  
317-264-1833  
CORRECTION

TITLE

PROJECT TITLE

RENOVATION AND ADAPTIVE REUSE OF  
THE CROSBY BUILDING  
1501 E WASHINGTON STREET  
INDIANAPOLIS, OH 46225

REVISIONS	DATE	BY	CHK

DO NOT SCALE PLEATS - USE  
FOOTNOTED DIMENSIONS ONLY

DATE: 11/13/2025

DRAWN BY:

CHECKED BY:

REVIEWED  
EXTERIOR DEMO  
ELEVATIONS

SHEET NUMBER

A201



### KEY PLAN

A202



### KEY PLAN

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DATE: 11/13/2020

CHECKED BY:

**WATER TIDE**

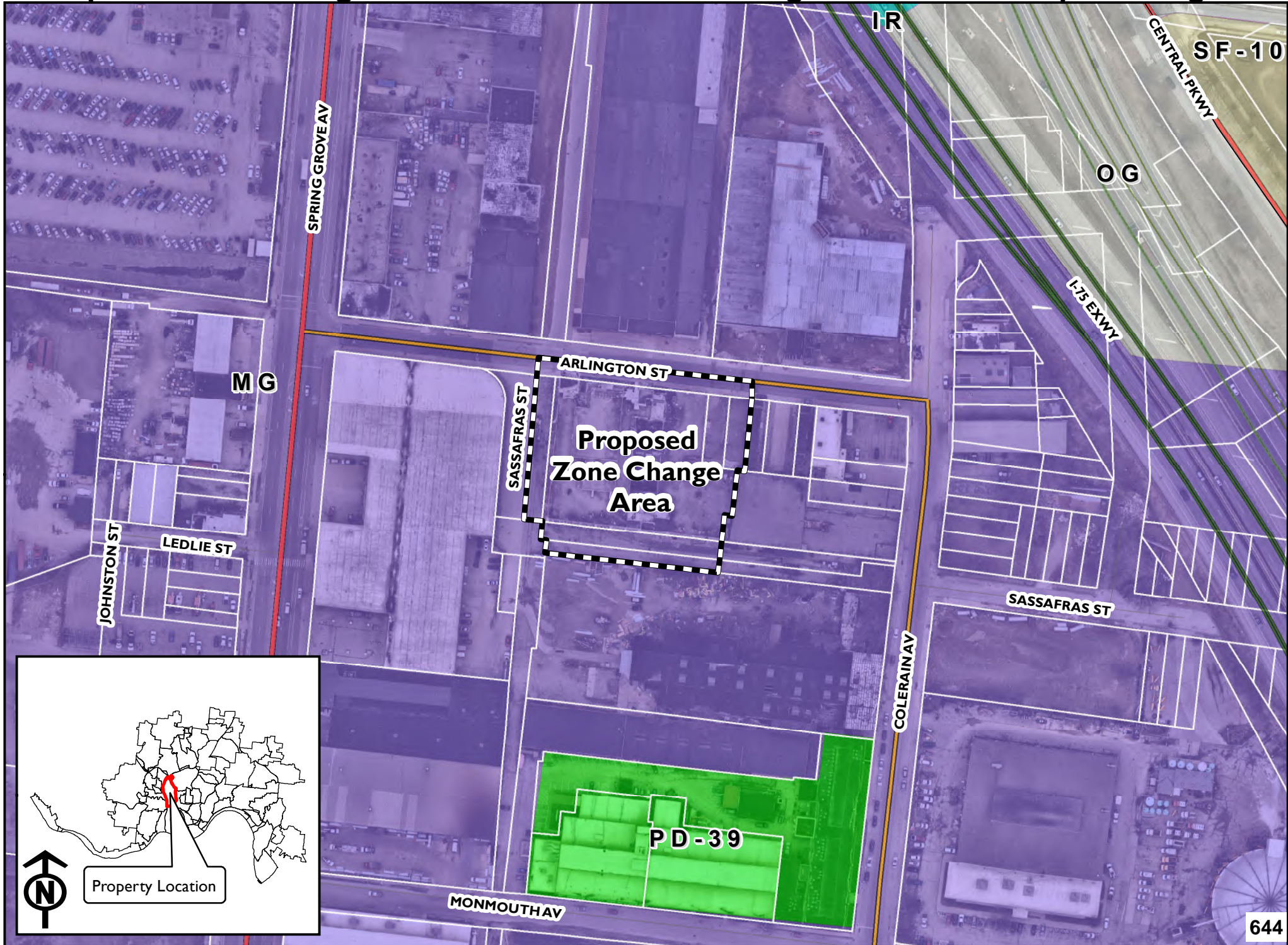
### ELEVATIONS

**SHEET NUMBER**

A203



# Proposed Zone Change from MG to PD at 1333 Arlington Street in Camp Washington



**DESCRIPTION OF  
CROSLY BUILDING-TRACTS I & III  
1.7305 ACRES  
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO**

Auditor's Parcel Nos. 190-0029-0173 thru 0179, 0195 thru 0202, 0240, 0241, 0243, 0251 thru 0254, consolidated and 190-0029-0180, 0181, 0247, 0256

Situate in the City of Cincinnati, Hamilton County, Ohio, being all of Lots 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, and part of Lots 157, 158 and 176 of Isaac Bate's Second Subdivision as recorded in Plat Book 5, Page 100, of the Hamilton County, Ohio, Records and being more particularly described as follows:

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Date Prepared: December 17, 2020

Page 1 of 2

P:\300-000\307-305\Survey\Documents\307305 LD-Crosley Building Description.docx



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Thence with the centerline of Arlington Street, South 87 degrees 45 minutes East a distance of 295.15 feet to a point, said point being the prolongation of the Eastern property line of subject parcel;

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Containing 1.7305 acres of land, more or less, and being subject to all legal highways and any and all easements of record.

The above description was prepared by Dennis T. Dinkelacker, Ohio Registration No. 7736, on December 17, 2020 and describes a portion of the lands owned by C.W. Development, LLC as recorded in Official Record 12529, Page 349 (known as Tracts I & III) and includes the Present Road Occupies (P.R.O.) of Arlington Street, of the Hamilton County, Ohio, Records.

This description is intended for zoning purposes only and is not to be used for the transfer of real property.

**CIVIL & ENVIRONMENTAL CONSULTANTS, INC.**

---

Dennis T. Dinkelacker, P.S.	Date
Ohio Registered Professional Surveyor No. 7736	



**CONCEPT PLAN AND DEVELOPMENT PROGRAM STATEMENT  
ZONING CHANGE REQUEST  
(FROM MG TO PD DISTRICT)  
1333 ARLINGTON STREET, CINCINNATI, OHIO**

CROSLEY RENAISSANCE, LLC, owner of the Crosley building (see attached Limited Warranty Deed), is requesting a change in zoning from MG to PD for the property located at 1333 Arlington St., Cincinnati, OH. The requested change in zoning is for the following Auditor parcel Nos:

190-0029-0173 thru 0179, 0195 thru 0202, 0243, 0251 thru 0254, consolidated AND 190-0029-0180, 0181, 0247, 0256

The existing Crosley building structure and current utility infrastructure will be utilized for this project. However, if existing utilities are deemed to be in disrepair or undersized, new utilities will connect to the existing public infrastructure adjacent to the site. No off-site utility connections are anticipated with this project.

The parcels proposed for rezoning contain an existing nine-story building with a partial basement. The building is proposed for adaptive reuse into a multifamily apartment property with light commercial use and will restore the building's historic architectural integrity. The proposed unit mix will consist of studios, one-, two-, and three-bedroom units, with the unit count between 175 and 250 dwelling units. With a total area of 1.562 acres included in the parcels proposed for rezoning, this will result in a density of 112 - 160 units per acre. The total proposed number of units and the mix of unit types therein has not been finalized and is subject to change. The largest floor area of the building is 44,043 square feet, resulting in an existing 35% open space ratio (23,997.72 SF/68,040.72 SF). Parking will be both onsite and at an adjacent surface lot at Colerain and Sassafras; also owned by CROSLEY RENAISSANCE, LLC. The overall estimated parking ratio is .75 – 1.5 spaces per unit. Vehicular entry and exit for the building will be at Arlington/Sassafras Streets. Construction will be in one 18 - 24-month construction phase.

**Estimated Timeline:**

9% & 4% LIHTC Applications:	February 2021
9% & 4% LIHTC Award:	May 2021
State & Federal Historic Applications:	September 2021
State & Federal Historic Awards:	March 2022
Est. City of Cincy HOME:	TBD
Est FHLB:	TBD
Closing:	October 2022
Construction begin:	October 2022
Construction Completion:	July 2024



# RENOVATION AND ADAPTIVE REUSE OF THE CROSLEY BUILDING CINCINNATI, OHIO

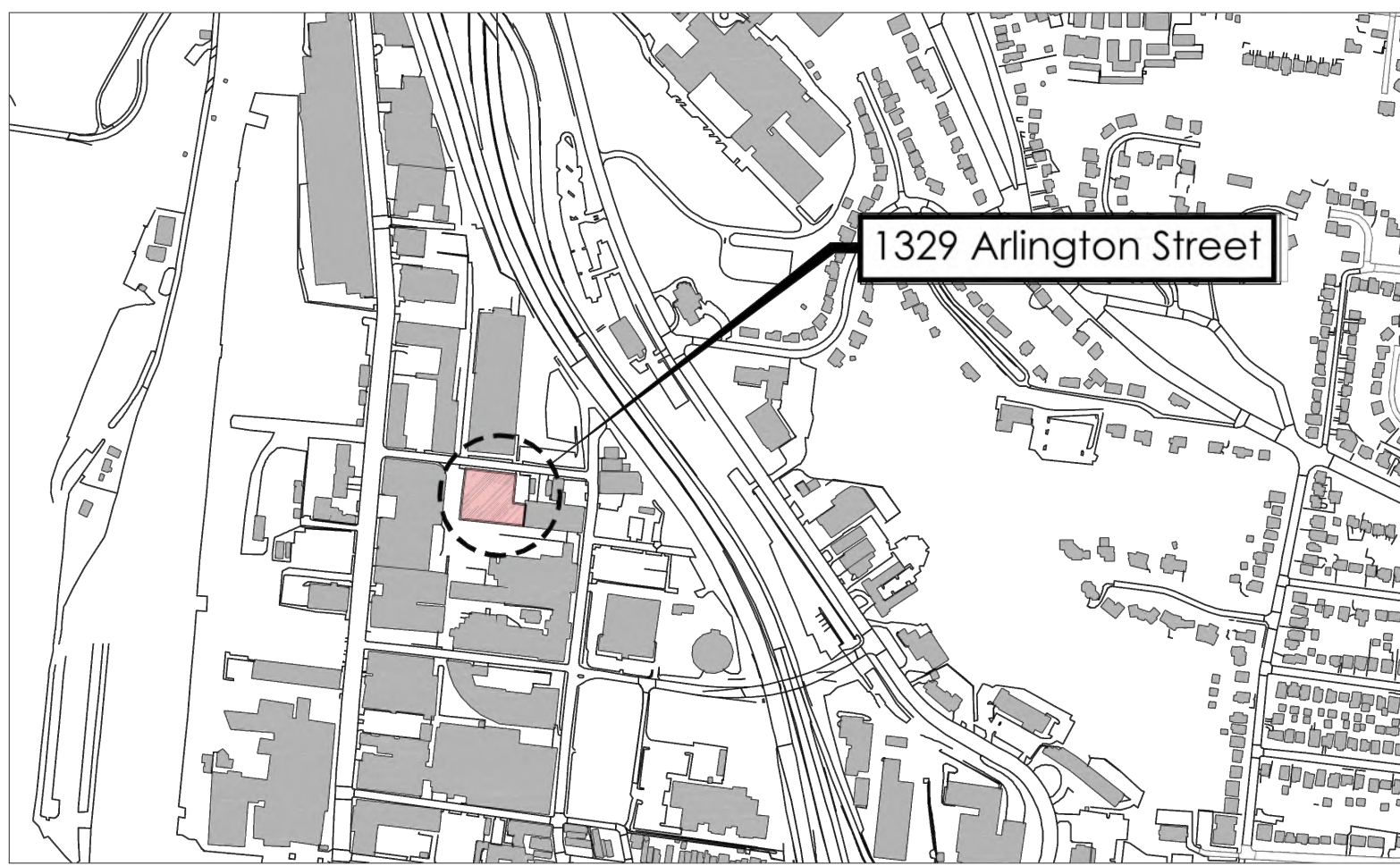


SEAL

PROJECT TITLE

RENOVATION AND ADAPTIVE REUSE OF  
THE CROSLEY BUILDING  
1239 ARLINGTON STREET  
CINCINNATI, OH 45225

LOCATION MAP



CONTEXT MAP



PROJECT DESCRIPTION	
CHANGE OF USE OF AN EXISTING MANUFACTURING BUILDING INTO A MULTI-FAMILY RESIDENTIAL BUILDING WITH PARKING GARAGE ON THE FIRST TWO LEVELS. THE NUMBER OF PROPOSED RESIDENTIAL UNITS HAS NOT YET BEEN FINALIZED. RENOVATION WORK TO INCLUDE SELECTIVE DEMOLITION, EXTERIOR REHABILITATION, ROOF REPLACEMENT, WINDOW REPLACEMENT, INTERIOR REHABILITATION, AND THE CREATION OF NEW APARTMENT DWELLING UNITS AND ASSOCIATED AMENITY AND LEASING SPACE. NEW MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION SYSTEMS WILL ALSO BE CONSTRUCTED THROUGHOUT.	

ZONING	
EXISTING	PROPOSED
MG - MANUFACTURING GENERAL	PDD - PLANNED DEVELOPMENT DISTRICT

USE GROUP	
EXISTING	PROPOSED
F-1	PARKING AREAS: S-2 APARTMENTS AND ASSOCIATED SPACES: R-2

AREA MATRIX	
FLOOR	AREA
BASEMENT	15,336 SF
1ST FLOOR	39,715 SF
2ND FLOOR	39,715 SF
3RD FLOOR	44,043 SF
4TH FLOOR	44,043 SF
5TH FLOOR	44,043 SF
6TH FLOOR	44,043 SF
7TH FLOOR	24,460 SF
8TH FLOOR	24,460 SF
9TH FLOOR	10,571 SF
ROOF DECK	2,996 SF
TOTAL	333,425 SF

SHEET INDEX	
GENERAL	
G000	COVER SHEET
CIVIL	
C100	SITE PLAN
ARCHITECTURAL	
A101	FIRST FLOOR BUILDING PLAN
A102	SECOND FLOOR BUILDING PLAN
A103	THIRD FLOOR BUILDING PLAN
A104	FOURTH FLOOR BUILDING PLAN
A105	FIFTH FLOOR BUILDING PLAN
A106	SIXTH FLOOR BUILDING PLAN
A107	SEVENTH FLOOR BUILDING PLAN
A108	EIGHTH FLOOR BUILDING PLAN
A109	NINTH FLOOR BUILDING PLAN
A201	DEMOLITION EXTERIOR ELEVATIONS
A202	DEMOLITION EXTERIOR ELEVATIONS
A203	NEW WORK EXTERIOR ELEVATIONS

CURRENT PROPOSED UNIT MATRIX										
TYPE	1ST FLOOR	2ND FLOOR	3RD FLOOR	4TH FLOOR	5TH FLOOR	6TH FLOOR	7TH FLOOR	8TH FLOOR	9TH FLOOR	TOTAL
STUDIO	PARKING	PARKING	2	2	2	2			COMMON SPACE	8
1-BEDROOM			18	18	18	18	6			84
1-BEDROOM ACCESSIBLE			1	1	1	1	1	1		6
2-BEDROOM			12	12	12	12	11	11		70
2-BEDROOM ACCESSIBLE			1	1	1	1	1	1		6
3-BEDROOM			2	2	2	2				8
TOTAL			36	36	36	36	19	19		182

ISSUED FOR:	DATE
DESIGN REVIEW	11/13/2020

REVISIONS		
MARK	DESCRIPTION	DATE

DO NOT SCALE PRINTS - USE FIGURED DIMENSIONS ONLY

DATE: 11/13/2020

DRAWN BY:

CHECKED BY:

SHEET TITLE  
COVER SHEET

SHEET NUMBER

G000









**TWG DEVELOPMENT**  
1301 E WASHINGTON ST  
SUITE 100  
INDIANAPOLIS, IN 46202  
317-264-1833

CONSULTANT

SEAL

PROJECT TITLE

RENOVATION AND ADAPTIVE REUSE OF  
THE CROSBLEY BUILDING  
1239 ARLINGTON STREET  
CINCINNATI, OH 45225

ISSUED FOR:	DATE
DESIGN REVIEW	11/13/2020

REVISIONS	MARK	DESCRIPTION	DATE
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DO NOT SCALE PRINTS - USE  
FIGURED DIMENSIONS ONLY

DATE: 11/13/2020

DRAWN BY:

CHECKED BY:

SHEET TITLE

FIRST FLOOR PLAN

SHEET NUMBER

A101



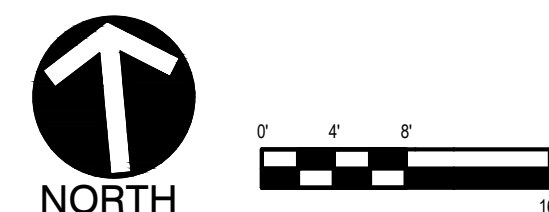
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SCALE: 3/32" = 1'-0"







1 SECOND FLOOR BUILDING PLAN  
SCALE: 3/32" = 1'-0"







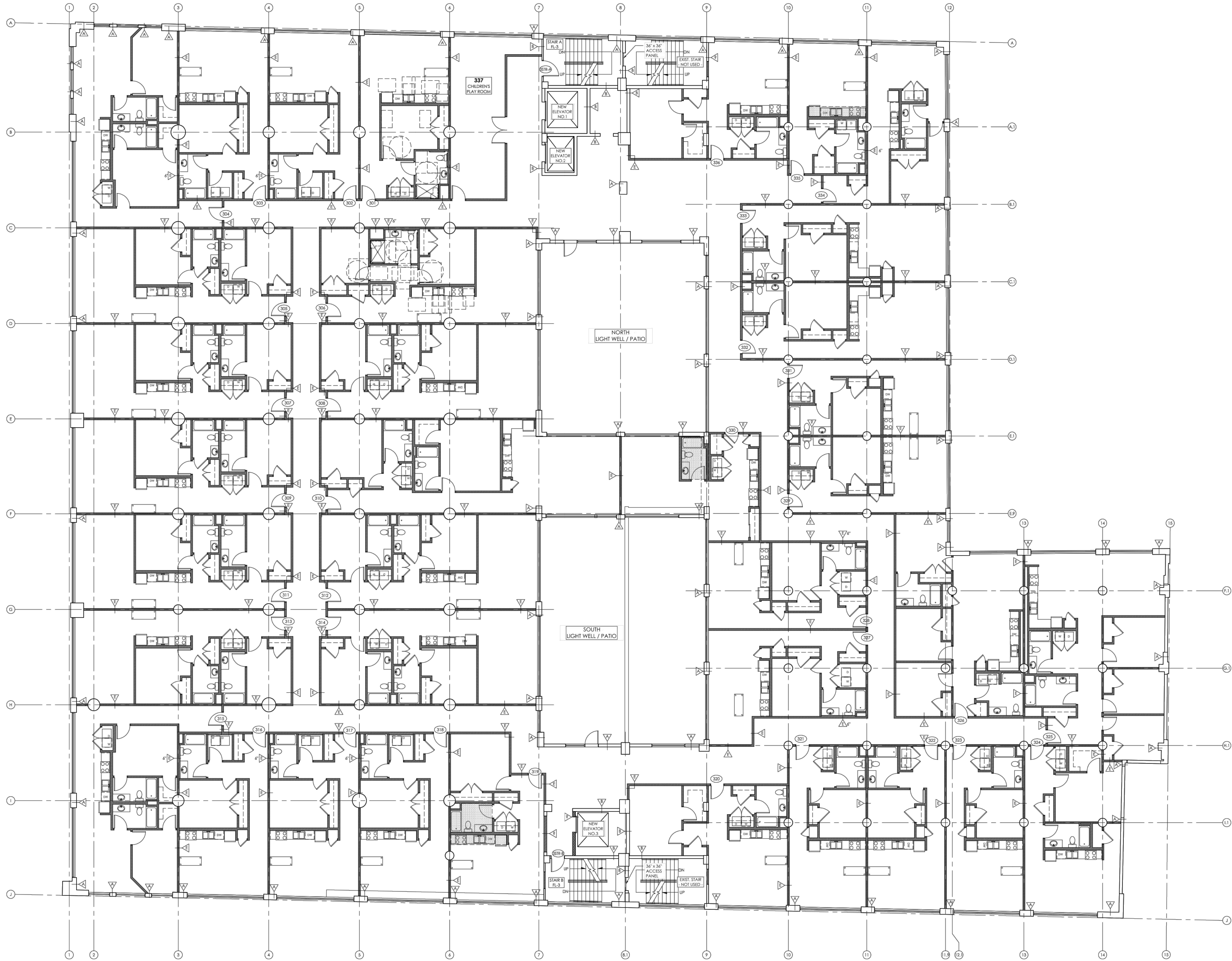
TWG DEVELOPMENT  
1301 E WASHINGTON ST  
SUITE 100  
INDIANAPOLIS, IN 46202  
317-264-1833

CONSULTANT

SEAL

PROJECT TITLE

RENOVATION AND ADAPTIVE REUSE OF  
THE CROSBY BUILDING  
1239 ARLINGTON STREET  
CINCINNATI, OH 45225



1 THIRD FLOOR BUILDING PLAN  
SCALE: 3/32" = 1'-0"

ISSUED FOR:	DATE
DESIGN REVIEW	11/13/2020

REVISIONS	DATE
MARK DESCRIPTION	

DO NOT SCALE PRINTS - USE  
FIGURED DIMENSIONS ONLY

DATE: 11/13/2020

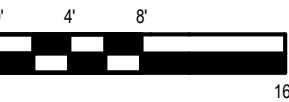
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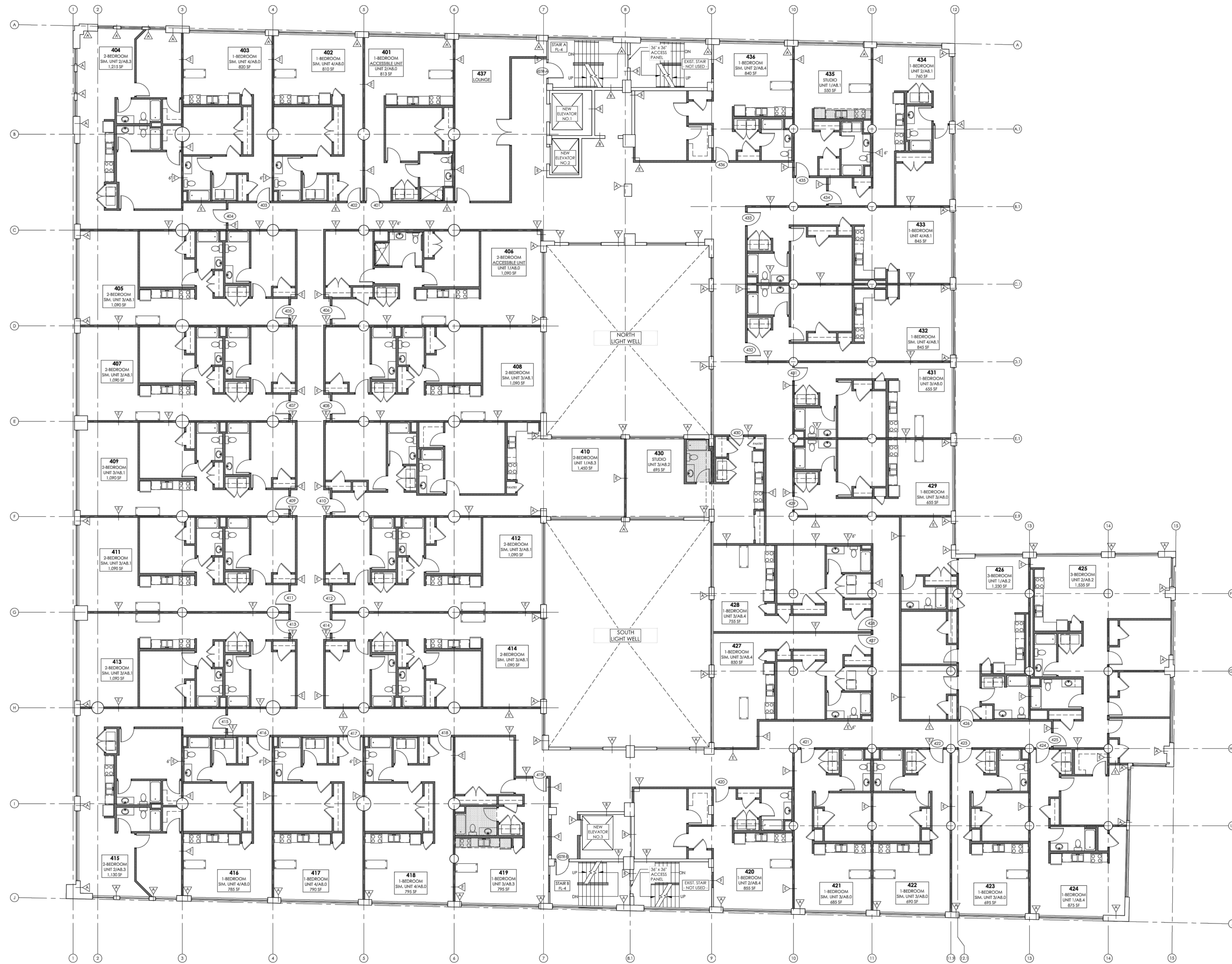
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THIRD FLOOR PLAN

SHEET NUMBER

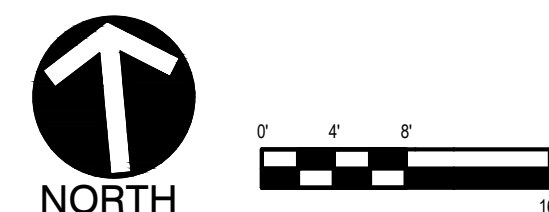
A103







1 FOURTH FLOOR BUILDING PLAN  
SCALE: 3/32" = 1'-0"







**TWG DEVELOPMENT**  
1301 E WASHINGTON ST  
SUITE 100  
INDIANAPOLIS, IN 46202  
317-264-1833

CONSULTANT

SEAL

PROJECT TITLE

RENOVATION AND ADAPTIVE REUSE OF  
THE CROSBY BUILDING  
1239 ARLINGTON STREET  
CINCINNATI, OH 45225

ISSUED FOR:	DATE
DESIGN REVIEW	11/13/2020

REVISIONS	MARK	DESCRIPTION	DATE

DO NOT SCALE PRINTS - USE  
FIGURED DIMENSIONS ONLY

DATE: 11/13/2020

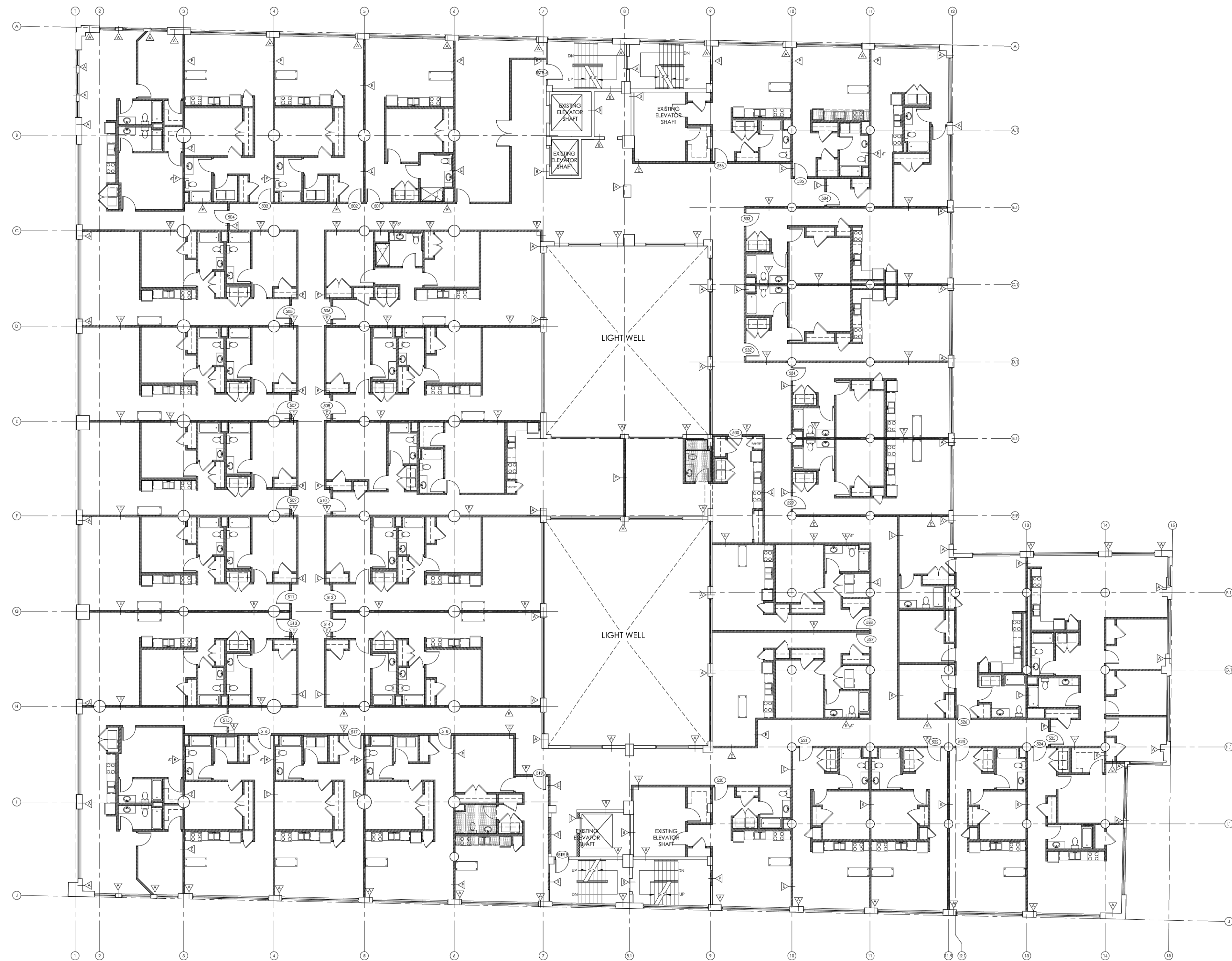
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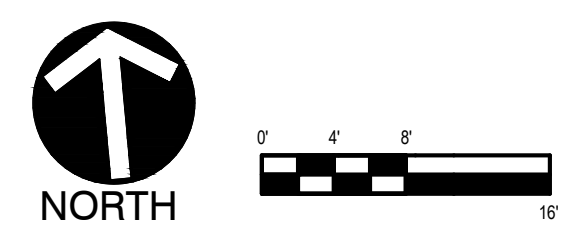
SHEET TITLE  
FIFTH FLOOR PLAN

SHEET NUMBER

A105



**1 FIFTH FLOOR BUILDING PLAN**  
SCALE: 3/32" = 1'-0"







**TWG DEVELOPMENT**  
1301 E WASHINGTON ST  
SUITE 100  
INDIANAPOLIS, IN 46202  
317-264-1833

CONSULTANT

SEAL

PROJECT TITLE

RENOVATION AND ADAPTIVE REUSE OF  
THE CROSBY BUILDING  
1239 ARLINGTON STREET  
CINCINNATI, OH 45225

ISSUED FOR: DESIGN REVIEW DATE: 11/13/2020

REVISIONS  
MARK DESCRIPTION DATE

DO NOT SCALE PRINTS - USE  
FIGURED DIMENSIONS ONLY

DATE: 11/13/2020

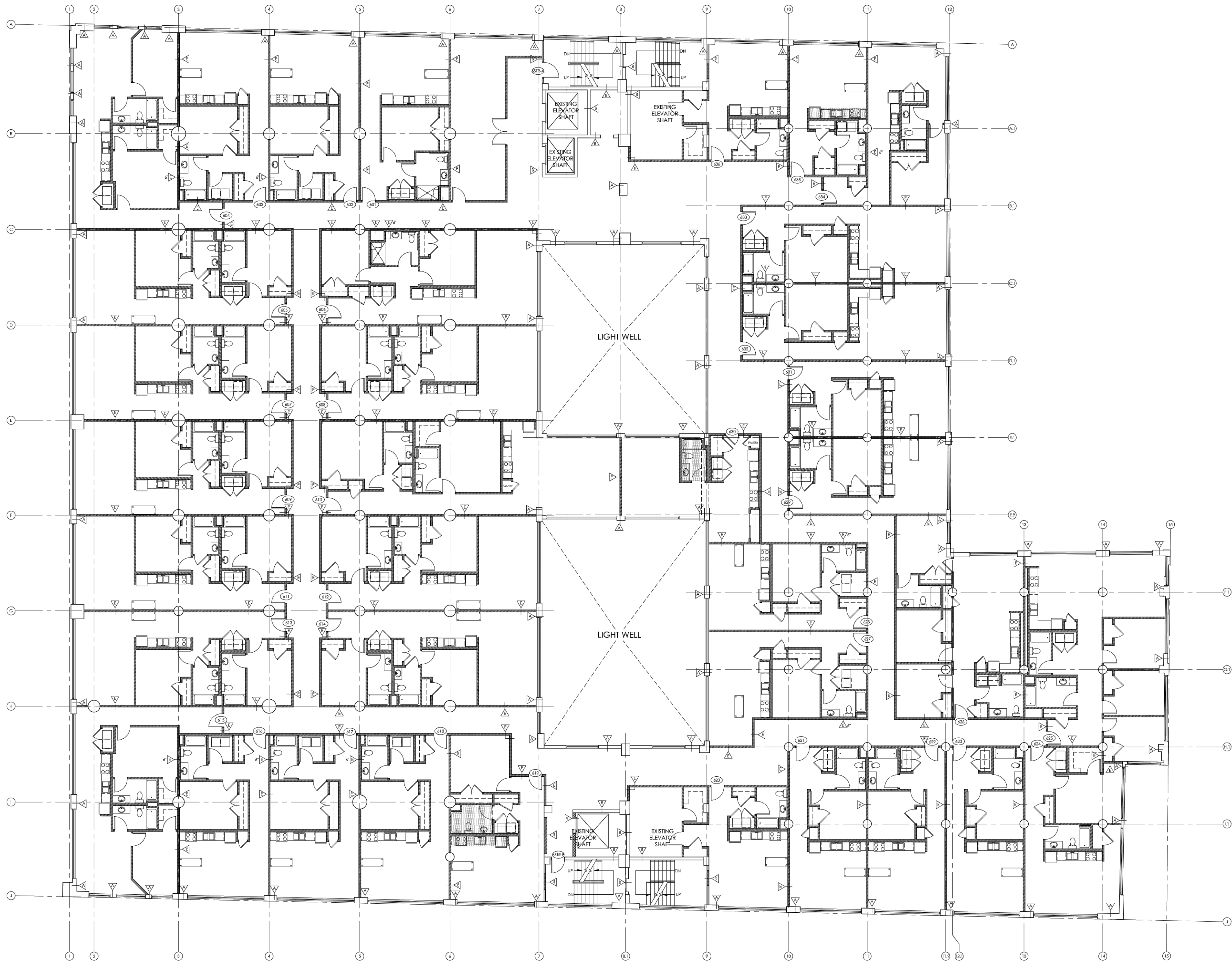
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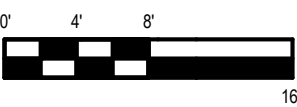
SHEET TITLE  
SIXTH FLOOR PLAN

SHEET NUMBER

A106



1 SIXTH FLOOR BUILDING PLAN  
SCALE: 3/32" = 1'-0"







TWG DEVELOPMENT  
1301 E WASHINGTON ST  
SUITE 100  
INDIANAPOLIS, IN 46202  
317-264-1833

CONSULTANT

SEAL

PROJECT TITLE

RENOVATION AND ADAPTIVE REUSE OF  
THE CROSBY BUILDING  
1239 ARLINGTON STREET  
CINCINNATI, OH 45225



1 SEVENTH FLOOR BUILDING PLAN  
SCALE: 3/32" = 1'-0"

ISSUED FOR:	DATE
DESIGN REVIEW	11/13/2020

REVISIONS		
MARK	DESCRIPTION	DATE

DO NOT SCALE PRINTS - USE  
FIGURED DIMENSIONS ONLY

DATE: 11/13/2020

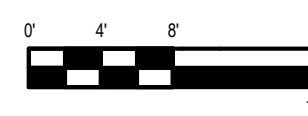
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SHEET TITLE  
SEVENTH FLOOR  
PLAN

SHEET NUMBER

A107







**TWG DEVELOPMENT**  
1301 E WASHINGTON ST  
SUITE 100  
INDIANAPOLIS, IN 46202  
317-264-1833

CONSULTANT

SEAL

PROJECT TITLE

RENOVATION AND ADAPTIVE REUSE OF  
THE CROSBY BUILDING  
1239 ARLINGTON STREET  
CINCINNATI, OH 45225

ISSUED FOR:	DATE
DESIGN REVIEW	11/13/2020

REVISIONS	MARK	DESCRIPTION	DATE
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DO NOT SCALE PRINTS - USE  
FIGURED DIMENSIONS ONLY

DATE: 11/13/2020

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SHEET TITLE

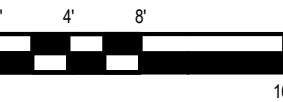
EIGHT FLOOR PLAN

SHEET NUMBER

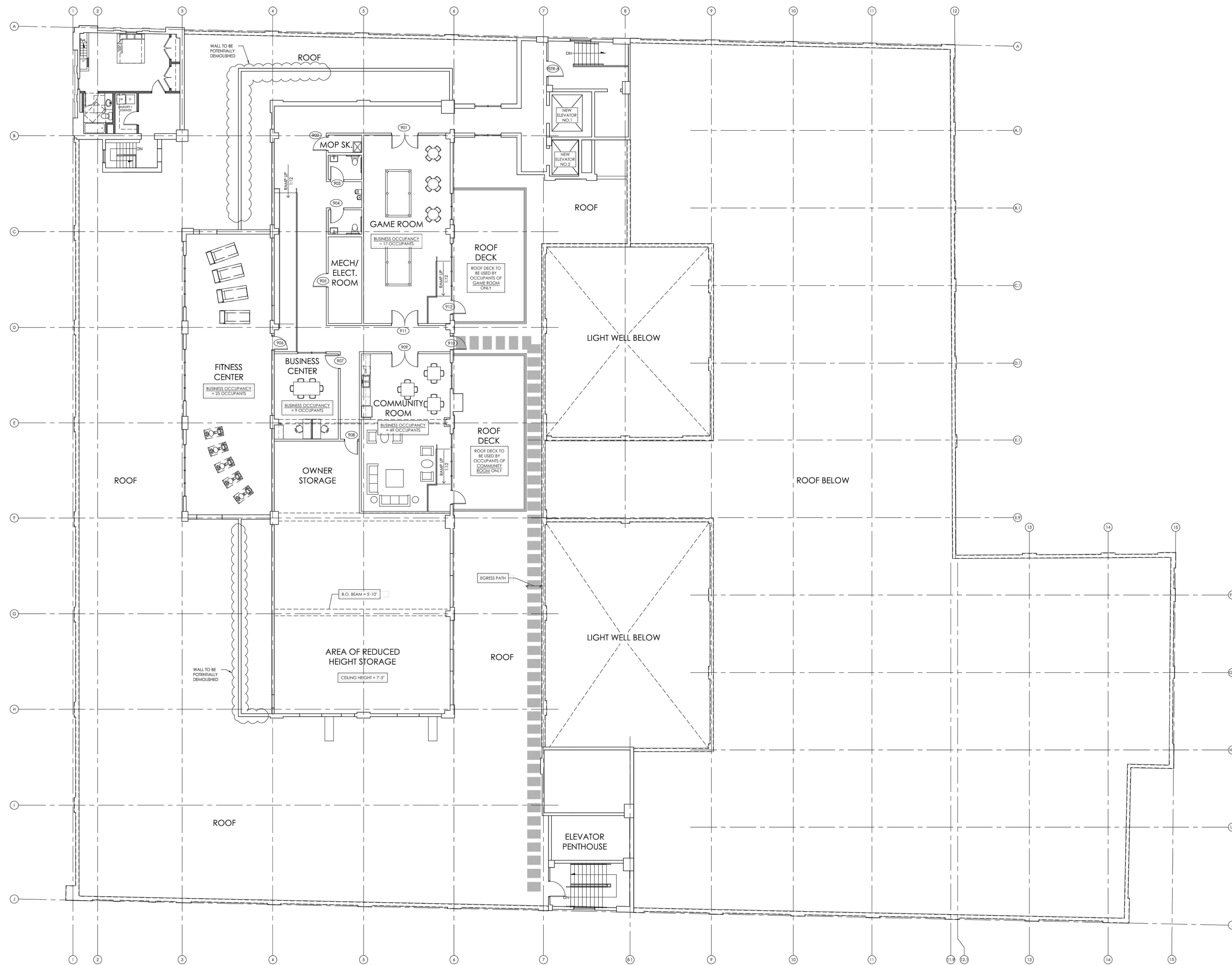
A108



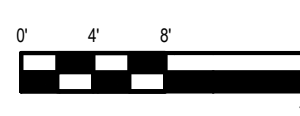
**1 EIGHTH FLOOR BUILDING PLAN**  
SCALE: 3/32" = 1'-0"







1 NINTH FLOOR BUILDING PLAN  
SCALE: 3/32" = 1'-0"







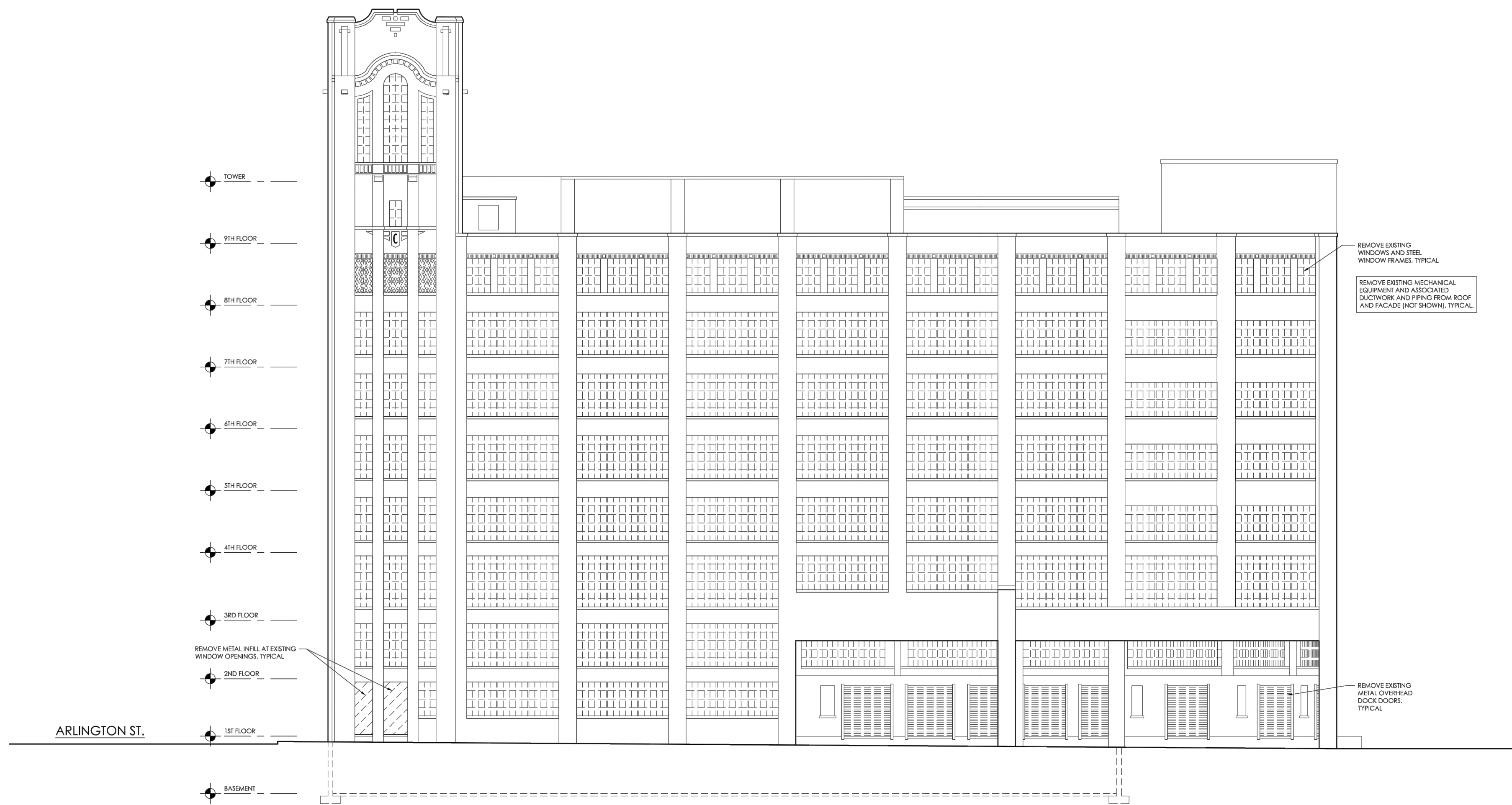
**TWG DEVELOPMENT**  
1301 E WASHINGTON ST  
SUITE 100  
INDIANAPOLIS, IN 46202  
317-264-1833

CONSULTANT

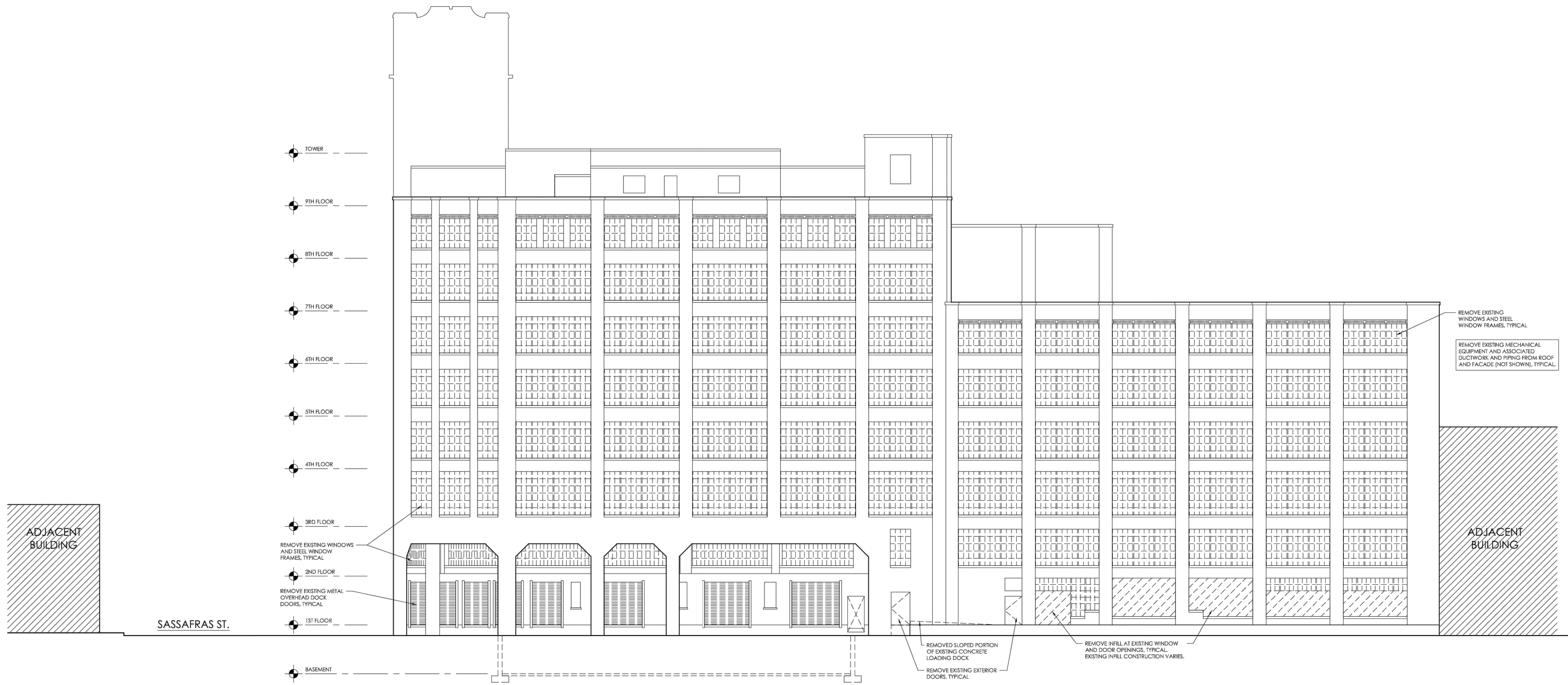
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PROJECT TITLE

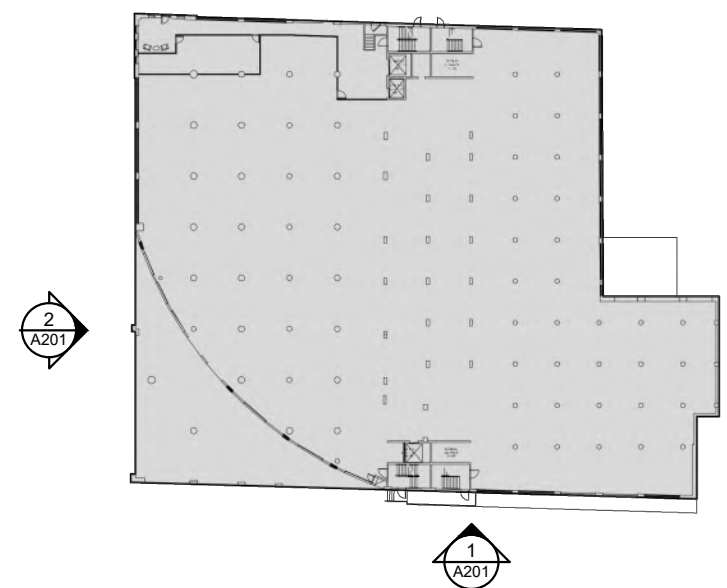
RENOVATION AND ADAPTIVE REUSE OF  
THE CROSBLEY BUILDING  
1239 ARLINGTON STREET  
CINCINNATI, OH 45225



2 DEMOLITION WEST ELEVATION  
SCALE: 1/16" = 1'-0"



1 DEMOLITION SOUTH ELEVATION  
SCALE: 1/16" = 1'-0"



KEY PLAN

ISSUED FOR:	DATE
DESIGN REVIEW	11/13/2020

REVISIONS		
MARK	DESCRIPTION	DATE

DO NOT SCALE PRINTS - USE  
FIGURED DIMENSIONS ONLY

DATE: 11/13/2020

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SHEET TITLE  
EXTERIOR DEMO  
ELEVATIONS

SHEET NUMBER

A201







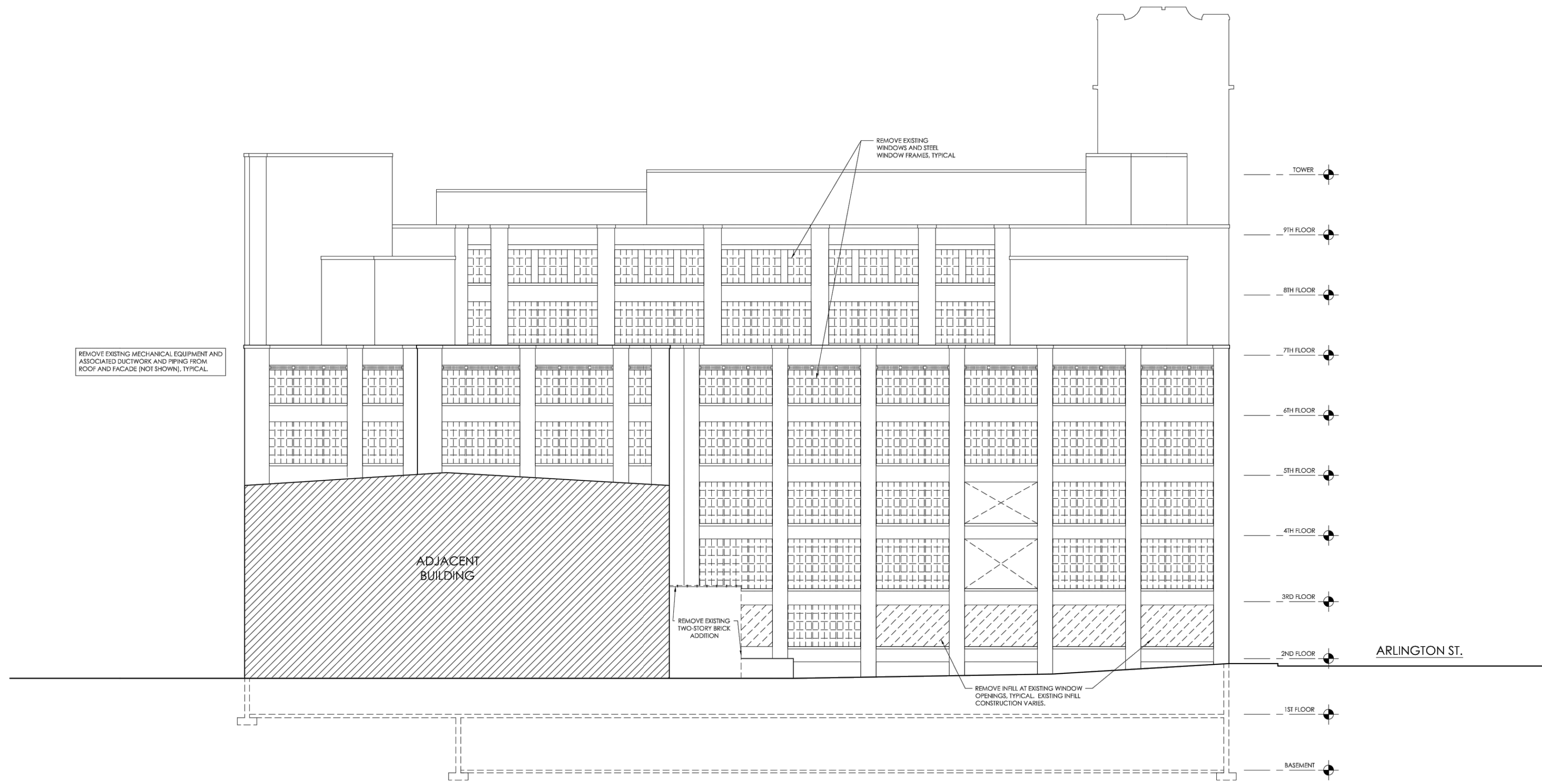
**TWG DEVELOPMENT**  
1301 E WASHINGTON ST  
SUITE 100  
INDIANAPOLIS, IN 46202  
317-264-1833

CONSULTANT

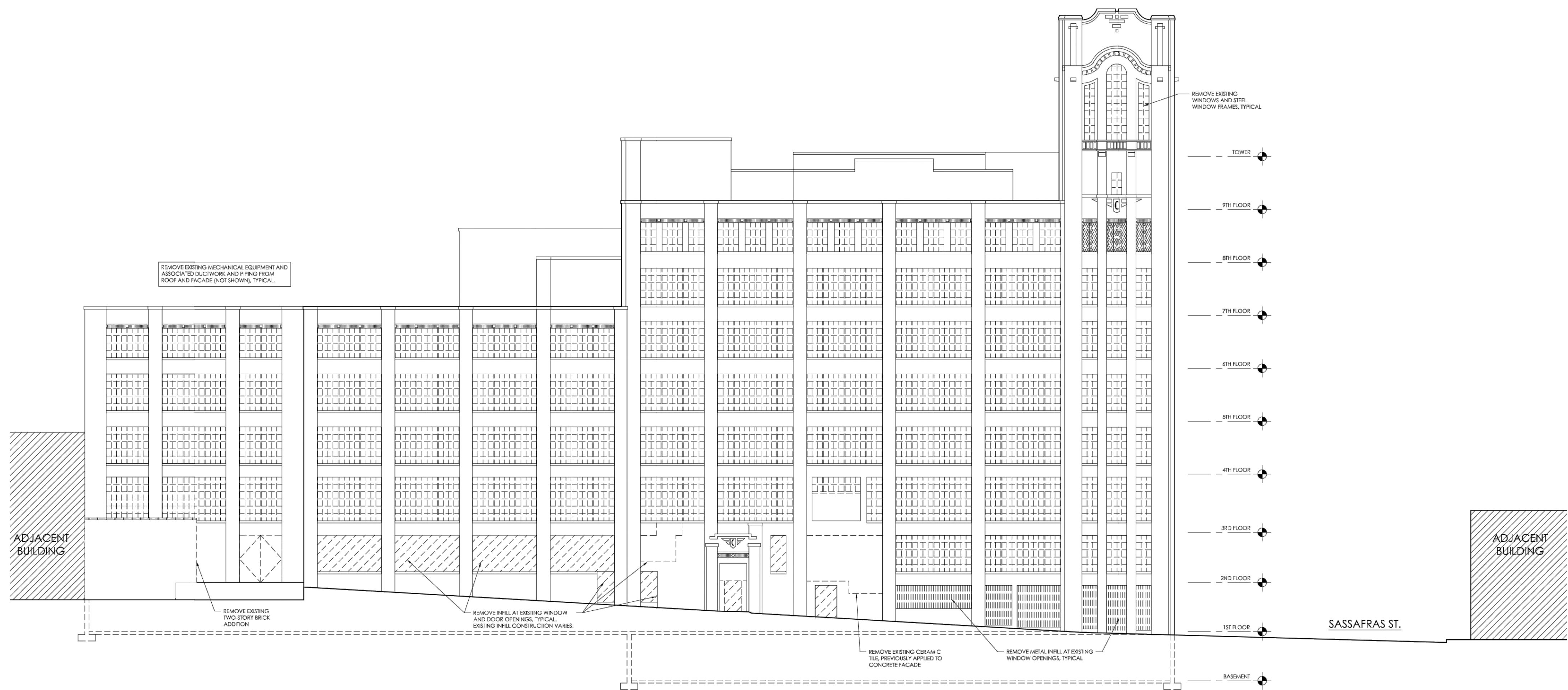
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PROJECT TITLE

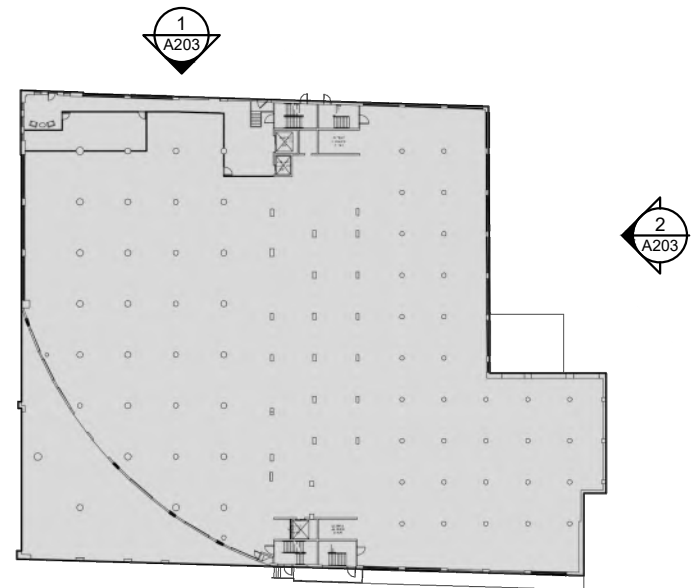
RENOVATION AND ADAPTIVE REUSE OF  
THE CROSLLEY BUILDING  
1239 ARLINGTON STREET  
CINCINNATI, OH 45225



2 DEMOLITION EAST ELEVATION  
SCALE: 1/16" = 1'-0"



1 DEMOLITION NORTH ELEVATION  
SCALE: 1/16" = 1'-0"



KEY PLAN

ISSUED FOR:	DATE
DESIGN REVIEW	11/13/2020

REVISIONS		
MARK	DESCRIPTION	DATE

DO NOT SCALE PRINTS - USE  
FIGURED DIMENSIONS ONLY

DATE: 11/13/2020

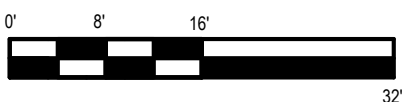
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EXTERIOR DEMO  
ELEVATIONS

SHEET NUMBER

A202





CONSULTANT

SEAL

PROJECT TITLE

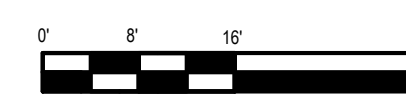
RENOVATION AND ADAPTIVE REUSE OF  
THE CROSLLEY BUILDING  
1239 ARLINGTON STREET  
CINCINNATI, OH 45225

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CHECKED BY:

SHEET NUMBER

# A203



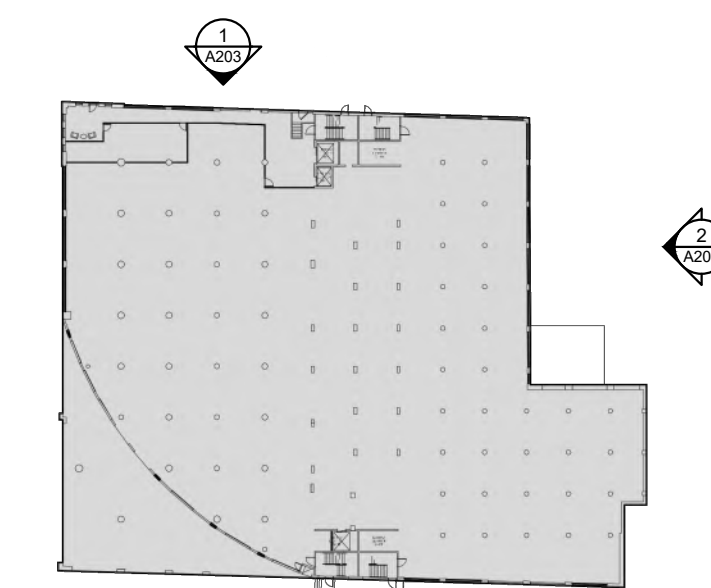
## NEW WORK EAST ELEVATION

SCALE: 1/16" = 1'-0"



## NEW WORK NORTH ELEVATION

SCALE: 1/16" = 1'-0"



## KEY PLAN

February 2, 2021

To: Nicole Crawford, Office of the Clerk of Council

From: Katherine Keough-Jurs, AICP, Director, Department of City Planning

Copies to: Andy Juengling, AICP, Senior City Planner

Subject: Emergency Ordinance – Zone Change and Concept Plan for 1333 Arlington Street (Crosley Building) in Camp Washington

---

The above referenced emergency ordinance is ready to be scheduled for Committee. We are requesting that this item be scheduled for the next available meeting of the Economic Growth & Zoning Committee. This item requires a public hearing following a required 14-day notification period by mail and in the City Bulletin.

Included in this submission are the following items:

- 1) The transmittal letter to the Economic Growth & Zoning Committee;
- 2) A copy of the City Planning Commission staff report dated January 15, 2021;
- 3) The Emergency Ordinance – Zone Change and Concept Plan for 1333 Arlington Street (Crosley Building) in Camp Washington;
- 4) The mailing labels for notification of all property owners within the 400 feet of the zone change; and
- 5) A copy of the mailing labels for your records



February 2, 2021

Cincinnati City Council  
 Council Chambers, City Hall  
 Cincinnati, Ohio 45202

Dear Members of Council:

We are transmitting herewith an Emergency Ordinance captioned as follows:

**AMENDING** the official zoning map of the City of Cincinnati to rezone certain real property located at 1333 Arlington Street in the Camp Washington neighborhood from the MG, “Manufacturing General,” zoning district to Planned Development District No. 90, “Crosley Building.”

**Summary:**

The subject property, comprised of six parcels, is 1.562 acres in size, and located on the southeast corner of the intersection of Arlington Street and Sassafras Street (approximately 325’ east of Spring Grove Avenue), in the Camp Washington neighborhood. Crosley Renaissance, LLC, an ownership structure of Core Redevelopment and TWG Development, proposes to rehabilitate the existing structure into a mixed-use development consisting of affordable multi-family residential units and commercial use. Crosley Renaissance, LLC is seeking Low-Income Housing Tax Credits (LIHTC), which requires an application to be submitted to the Ohio Housing Finance Agency (OHFA) in February 2021. OHFA requires that the property be properly zoned prior to the LIHTC application submission. As such, Crosley Renaissance, LLC requests a zone change from Manufacturing General (MG) to Planned Development (PD) at 1333 Arlington Street in Camp Washington to permit the rehabilitation of the existing nine-story Crosley Radio Building into a 175 – 250 dwelling unit multi-family residential building with commercial use on the first floor (and potentially the ninth floor) and a parking ratio of 0.75 – 1.5 parking spaces per unit.

The City Planning Commission recommended the following on January 15, 2021 to City Council:

**ACCEPT** the Concept Plan and Development Statement as submitted and;

**ADOPT** the Department of City Planning Findings (detailed on page 9 of the staff report) and;

**APPROVE** the proposed zone change at 1333 Arlington Street from Manufacturing General (MG) to Planned Development including the Concept Plan and Development Program Statement in Camp Washington.

**APPROVE** the proposed Planned Development (PD) district that contains less than two-acres per Section 1429-05 (a) of the Cincinnati Zoning Code as the subject site and building are existing, and the proposed reuse of the building and site are appropriate for a PD.

Motion to Approve: Mr. Juech

Ayes:

Mr. Smitherman  
 Ms. McKinney  
 Ms. Sesler  
 Mr. Juech  
 Mr. Samad  
 Mr. Eby  
 Ms. Stallworth

Seconded: Ms. McKinney

THE CITY PLANNING COMMISSION

---

Katherine Keough-Jurs, AICP, Director  
 Department of City Planning

**SUBJECT:** A report and recommendation on a proposed zone change at 1333 Arlington Street from Manufacturing General (MG) to Planned Development (PD) including the Concept Plan and Development Program Statement in Camp Washington.

**GENERAL INFORMATION:**

**Location:** 1333 Arlington Street, Cincinnati, OH 45225 (Exhibit A)

**Petitioner:** Sean S. Suder, Esq.  
1010 Delta Avenue, Suite 1  
Cincinnati, OH 45208

**Owner:** Crosley Renaissance, LLC  
1301 E. Washington Street, Suite 100  
Indianapolis, IN 46202

**Request:** To change the zoning of the property from Manufacturing General (MG) to Planned Development (PD) to allow for the adaptive reuse of the Crosley Radio Building as a mixed-use building with upper floor multi-family residential uses and ground floor commercial uses.

**EXHIBITS:**

Provided in addition to this report are the following exhibits:

- Exhibit A Location Map
- Exhibit B Petition for Zone Change
- Exhibit C Zone Change Plat
- Exhibit D Legal Description
- Exhibit E Development Program Statement
- Exhibit F Concept Plan
- Exhibit G Camp Washington Business Association Letter
- Exhibit H Coordinated Site Review Letter
- Exhibit I Public Staff Conference Presentation

**BACKGROUND:**

The subject property, comprised of six parcels, is 1.562 acres in size, and located on the southeast corner of the intersection of Arlington Street and Sassafra Street (approximately 325' east of Spring Grove Avenue), in the Camp Washington neighborhood. The site is the location of a nine-story building with a partial basement known as the Crosley Radio Building. This structure has been historically used as light industrial uses and has remained vacant for a number of years. The subject site is currently zoned Manufacturing General (MG). The area proposed to be rezoned, including the subject property and right-of-way, is 1.7305 acres in size.

Crosley Renaissance, LLC, an ownership structure of Core Redevelopment and TWG Development, proposes to rehabilitate the existing structure into a mixed-use development consisting of affordable multi-family residential units and light commercial use. Crosley Renaissance, LLC is seeking Low-Income Housing Tax Credit (LIHTC), which requires an application to be submitted to the Ohio

Housing Finance Agency (OHFA) in February 2021. OHFA requires that the property be properly zoned prior to the LIHTC application submission. As such, Crosley Renaissance, LLC requests a zone change from Manufacturing General (MG) to Planned Development (PD) at 1333 Arlington Street in Camp Washington to permit the rehabilitation of the existing nine-story Crosley Radio Building into an 175 – 250 dwelling unit multi-family residential building with light commercial use on the first floor (and potentially the ninth floor) and a parking ratio of 0.75 – 1.5 parking spaces per unit.

**ADJACENT LAND USE AND ZONING:**

The property requested to be rezoned is currently zoned Manufacturing General (MG). The existing zoning and land use surrounding the subject site is as follows:

**North:**

Zoning: Manufacturing General (MG)  
Existing Use: Light Industrial

**East:**

Zoning: Manufacturing General (MG)  
Existing Use: Light Industrial and Vacant

**South:**

Zoning: Manufacturing General (MG)  
Existing Use: Light Industrial

**West:**

Zoning: Manufacturing General (MG)  
Existing Use: Light Industrial

**PROPOSED DEVELOPMENT:**

Crosley Renaissance, LLC currently owns the six parcels that make up the site. The site contains the existing Crosley Radio Building which was historically a light industrial use, but has remained vacant for several years. The proposed development is seeking a LIHTC award in May 2021.

The proposed reuse of the structure is a mixed-use project that includes a unit count between 175 and 250 dwelling units and light commercial use on the first floor and potentially the ninth floor. The residential units will be a mix of studio, one-, two-, and three-bedroom units. The petitioner anticipates affordability levels of 30%, 60%, and 80% area median income for the units. Residential units are intended as artist lofts, but the petitioner has indicated that this does not eliminate the possibility of providing units to non-artists. Artists will be given first preference for units as they become available. The intended use of the commercial space is for museum, restaurant, café, and artist storefront spaces, or similar uses. The commercial space is to be located on the ground floor, with the possibility for additional commercial space on the ninth floor.

*Building*

The existing structure is nine stories in height, and approximately 333,425 gross square feet in size. The petitioner is not proposing any additions to the existing structure as seen in the submitted Concept Plan (Exhibit F). The only modifications to the existing structure are the removal of existing features including windows and steel window frames, mechanical equipment and associated ductwork from

roof and facades, a two-story brick addition on the east elevation, infill at window openings on the north and east elevations, and metal overhead dock doors and associated concrete dock and entrances on the west and south elevation.

The first floor of the building will feature interior parking accessed via Sassafras Street to the west of the structure, and a lobby and leasing office at the northwest portion of the building with pedestrian entrances from Arlington Street. The second floor will be interior vehicular parking accessed via Arlington Street. The ninth floor features common space that consists of a fitness center, game room, community room, business center, two roof decks, and mechanical/storage rooms. The remaining floors will be used as multi-family residential units.

#### *Parking and Circulation*

The proposed Concept Plan includes parking spaces in a portion of the first and second floors of the structure, on-site immediately to the west and south of the structure, and the use of an off-site surface lot at the northeast corner of Colerain Avenue and Sassafras Street. Vehicular ingress/egress to the interior parking on the second floor of the structure will be from Arlington Street, while the ingress/egress to the interior parking on the first floor of the structure will be from Sassafras Street (to the west of the structure). The petitioner indicates an overall parking ratio of 0.75 – 1.5 parking spaces per unit. The final parking ratio will be based upon the finalized number of dwelling units. The plan also includes bicycle parking within the first floor of the structure.

#### *Open Space, Landscaping, and Buffering*

Final landscaping and buffering will be submitted with the Final Development Plan. The Development Program Statement outlines that the largest building envelope for the site is 44,043 square feet, which results in 23,997.72 sq. ft. of open space (35% of the site). Because the proposal is the reuse of the existing structure, the development is limited in the amount of open space that can be preserved or added to the site.

#### *Schedule*

The petitioner has provided the following as an estimated timeline of funding and construction for the project:

February 2021	9% and 4% LIHTC Application
May 2021	9% and 4% LIHTC Award
September 2021	State and Federal Historic Applications
March 2022	State and Federal Historic Awards
TBD	Estimated City of Cincinnati HOME Award
TBD	Estimated Federal Home Loan Bank Award
October 2022	Closing
October 2022	Construction begins
July 2024	Construction completion

#### **BASIC REQUIREMENTS OF A PLANNED DEVELOPMENT DISTRICT:**

Per §1429-05 of the Cincinnati Zoning Code, *Basic Requirements*, PD Districts and development within PD Districts must comply with the following:

- a. ***Minimum Area*** – *The minimum area of a PD must be two contiguous acres.*

The proposed zone change area is 1.7305 contiguous acres (Exhibit A and C). Per Section 1429-05 (a) of the Zoning Code, “Council may approve a PD District that contains less than the minimum acreage required for an area on an affirmative recommendation of the City Planning Commission, finding that special site characteristics exist and the proposed land uses justify development of the property as a PD.” Therefore, the petitioner is seeking relief of 0.2695 acres to allow the 1.7305-acre site to meet the minimum two acre area criteria for a PD.

- b. ***Ownership*** – Evidence that the applicant has sufficient control over the tract of land to affect the proposed plan, including a list of all ownership and beneficial interests in the tract of land and the proposed development are required.

All of the properties within the proposed zone change are owned by Crosley Renaissance, LLC, which is an ownership structure that is 49% owned by Core Redevelopment, and 51% owned by TWG Development. Upon the LIHTC funding award, Core Redevelopment has agreed to sell their stake in the property to TWG Development, who is the developer of the proposed project.

- c. ***Multiple buildings on a lot*** – More than one building is permitted on a lot.

The submitted Concept Plan and Development Program Statement indicates reuse of the existing nine-story, 333,425 square foot building. There are no additional buildings proposed as part of the Concept Plan (Exhibit F).

- d. ***Historic Landmarks and Districts*** – Whenever a Planned Development application is filed for a property wholly or partially located within a historic landmark, historic district, or involving a historic structure, the Historic Conversation Board shall advise the City Planning Commission relating to approval of the Final Development Plan.

The property is a National Registered Historic Landmark however it is not a Local Landmark. Therefore, the City Planning Commission does not require Historic Conservation Board guidance related to approval of the Final Development Plan. The National Registered Historic Landmark allows the petitioner to apply for Historic Tax Credits for the rehabilitation of the structure.

- e. ***Hillside Overlay Districts*** – Whenever a Planned Development application is filed for a property wholly or partially located within a Hillside Overlay District, the City Planning Commission shall approve the Final Development Plan.

The subject property is not located with a Hillside Overlay District.

- f. ***Urban Design Overlay District*** – Whenever a Planned Development application is filed for a property wholly or partially located within an Urban Design Overlay District, the City Planning Commission shall approve the Final Development Plan.

The subject property is not located within an Urban Design Overlay District.

#### **CONCEPT PLAN AND DEVELOPMENT PROGRAM STATEMENT:**

According to §1429-09 of the Cincinnati Zoning Code, *Concept Plan and Development Program Statement*, a petition to rezone a property to PD must include a Concept Plan and Development Program Statement (Exhibits E and F). The purpose is to describe the proposed use or uses to be conducted in the PD District. The Concept Plan and Development Program Statement must include text or diagrams that specify:



- a. **Plan Elements** – A survey of the tract to be developed, providing a metes and bounds description of the property and the survey of property lines and total acreage. Additionally, the plan should include the location in general terms, of land areas to be developed, including: type and description of proposed land uses, buildings and structures; street rights-of-way and driveways; parcel boundaries and proposed lots, including set back lines; building heights; pedestrian circulation systems and open space or other facilities; and proposed topography, drainage, landscaping and buffer plantings.

The petitioner has submitted a Development Program Statement (Exhibit E) and Concept Plan (Exhibit F) that includes sufficient information regarding proposed uses, building location, street access, pedestrian circulation systems, and open space and landscaping. See *Proposed Development* for more information.

- b. **Ownership** – Evidence that the applicant has sufficient control over the tract of land to affect the proposed plan, including a list of all ownership and beneficial interests in the tract of land and the proposed development.

Crosley Renaissance, LLC currently owns all six parcels that make up the proposed zone change site.

- c. **Schedule** – Time schedule of projected development, if the total site is to be developed in phases or if construction is to extend beyond a two-year time period.

The petitioner has provided a schedule for the proposed development. The estimated timeline provided as part of the Concept Plan and Development Program Statement is outlined in the *Proposed Development* section of this report. An approval of the Concept Plan and Development Program Statement would lapse two years from its effective date unless a Final Development Plan is approved, or the City Planning Commission approves an extension per Sec. 1429-11.

- d. **Preliminary Reviews** – A preliminary review of geo-technical, sewage, water, drainage and refuse collection.

The proposed development was reviewed by departments during the Coordinated Site Review process, including the City's Department of Buildings and Inspections (B&I), Metropolitan Sewer District (MSD), Stormwater Management Utility (SMU), Fire Department, Department of Transportation and Engineering (DOTE), and Greater Cincinnati Water Works (GCWW). MSD and SMU noted that a Utility Plan and Detention Plan would be required prior to permitting. These plans will be submitted as part of the Final Development Plan.

- e. **Density and Open Space** – Calculations of density and open space area.

The Development Program Statement indicates a total unit count between 175 and 220 dwelling units on the 1.562 acre-site (this area does not include the portion of the zone change within the right-of-way) which results in a density range of 112 – 160 units/acre. The exact density will be calculated once the final number of dwelling units is determined as part of the Final Development Plan submittal. Additionally, the Development Program Statement explains that 35% of the site will be preserved as open space. The structure currently exists, and the petitioner is not proposing any building additions or additional impervious surface to the site. A landscape plan will be required as part of the Final Development Plan submittal.

**FINAL DEVELOPMENT PLAN:**

Pursuant to §1429-13 of the Cincinnati Zoning Code, a Final Development Plan shall be submitted to the City Planning Commission after approval of the Concept Plan and Planned Development designation by City Council.

A Final Development Plan must be filed for any portion of an approved Concept Plan that the petitioner wishes to develop; this plan must conform substantially to the approved Concept Plan and Development Program Statement. The Final Development Plan requirements anticipate changes from the Concept Plan by requiring significantly more detail. Approval of the Final Development Plan would allow the petitioner to obtain the necessary permits to proceed with development. The process allows the City Planning Commission to authorize staff to approve Minor Amendments that might be necessary and establishes the process for Major Amendments that must be reviewed and approved.

**COORDINATED SITE REVIEW:**

The proposed zone change and Concept Plan went through Coordinated Site Review as a Development Design Review. A Coordinated Site Review Advisory Team meeting was held on December 8, 2020. A meeting with the petitioner and project partners was held on December 15, 2020, to allow the petitioner the opportunity discuss the comments outlined by each of the departments. No objections were voiced regarding the zone change or Concept Plan, however, additional requirements need to be met before permits are obtained. The full letter is attached as Exhibit H. Below is an outline of the major additional requirements that will be addressed in the Final Development Plan:

- The Metropolitan Sewer District (MSD) outlined that a utility site plan will be required to be submitted and reviewed in order to obtain permits.
- Stormwater Management Utility (SMU) requires a detention system for the site, a grading plan, an erosion and sediments control plan, and a utility site plan prior to permitting.
- The Office of Environment and Sustainability (OES) indicated that environmental approval will be necessary if the project seeks City qualified incentives. Additionally, proper remediation measures should be taken due to the age and prior use of the building.
- The Department of Transportation and Engineering (DOTE) outlined that the proposed perpendicular parking spaces on Sassafras Street use a City of Cincinnati parcel for access, and that permission will be needed.

The petitioner received a copy of the comments from each of the departments and will be working with the departments to address these requirements prior to submitting a Final Development Plan.

**PUBLIC COMMENT:**

The Department of City Planning held a Public Staff Conference on the proposed zone change on December 10, 2020. Notices were sent to property owners within a 400-foot radius of the subject property and the Camp Washington Community Council. There was a total of 16 community members were in attendance along with the petitioner and development team. During the staff conference, the development team provided an overview of previous related projects that have completed, engagement that has taken place with the neighborhood, and a summary of the proposed project.

During the discussion portion of the Public Staff Conference, members of the community voiced support for the project. There were questions raised about the changes that have occurred over the years regarding the number of units decreasing to the amount that is currently proposed under the Concept Plan and Development Program Statement. TWG Development indicated that this is due to the market demand of unit size which necessitates larger units thus decreasing the total number. Members of the community asked for clarification regarding the location of parking within the structure and the location of the off-site parking lot at the northeast corner of Colerain Avenue and Sassafras Street. Additional questions from those in attendance were related to the location of the commercial space on the first floor and ninth floor. The petitioner clarified that there is less than 1,000 sq. ft. available on the first floor, and that the ninth floor has more flexibility, which will be more clearly defined at time of Final Development Plan. Discussion also took place regarding the various funding mechanisms that the petitioner will be seeking and the timing impacts between application, awarding of funding, and start of construction.

A letter of support regarding the proposed zone change and Concept Plan was submitted to the Department of City Planning from the Camp Washington Business Association (Exhibit G). All property owners within a 400-foot radius of the subject property and the Camp Washington Community Council were notified of the January 15, 2021 City Planning Commission meeting.

#### **CONSISTENCY WITH PLANS:**

##### *Plan Cincinnati (2012)*

The proposed zone change is consistent with the Goal in the Live Initiative Area of *Plan Cincinnati* (2012) to “Provide a full spectrum of housing options, and improve housing quality and affordability” (p. 164) and the Strategy to “Provide quality healthy housing for all income levels” (p. 165). The proposed project is seeking LIHTC to allow for the inclusion of affordable units at 30%, 60%, and 80% of the area median income (AMI)

The proposal is also consistent with the Sustain Initiative Area’s Goal to “Preserve our natural and built environment,” the Strategy in the Sustain Initiative Area to “Preserve our built history” (p. 205), specifically Action Step to “Preserve our built history with new development incentives and regulatory measures” (p. 205) as the proposed zone change would allow for the reuse of the historic Crosley Radio Building.

##### *Made in Camp (2017)*

The proposed zone change, Concept Plan and Development Program Statement is consistent with many aspects of Camp Washington’s *Made in Camp* neighborhood plan. *Made in Camp* identifies key structures for conversion from industrial to other uses that would better suit the goals of the neighborhood. The Crosley Radio Building is explicitly identified as one of the conversion projects; the reuse of this building with affordable units for artists has been contemplated and planned by the petitioner and the neighborhood dating back to the drafting of this plan (p. 24).

Additionally, the plan identifies the “Addition of mixed use and office uses along Colerain Avenue north of Bates” (p. 40) as part of the Land Use Recommendations. The Proposed Land Use Plan (p. 41) specifically identifies the subject site as mixed-use.

### **CITY PLANNING COMMISSION ACTION:**

According to §1429-11(a) of the Cincinnati Zoning Code, the City Planning Commission may recommend approval or conditional approval, with restrictions on the establishment of a PD District on finding that all of the following circumstances apply:

1. *The PD Concept Plan and Development Program Statement are consistent with applicable plans and policies and is compatible with surrounding development;*

The proposed uses are compatible with the surrounding land use patterns. While adjacent property uses are light industrial, the proposed reuse of the Crosley Radio Building as artist loft multi-family residential and light commercial use is consistent with *Plan Cincinnati* and Camp Washington's *Made in Camp* neighborhood plan (See *Consistency with Plans* section of this report).

2. *The PD Concept Plan and Development Program Statement enhance the potential for superior urban design in comparison with the development under the base district regulations that would apply if the plan were not approved;*

The proposed Planned Development would permit the adaptive reuse of an existing, historically and architecturally significant, vacant structure. The proposed reuse of the structure as a mixed-use building with artist loft multi-family residential units and light commercial uses would not be permitted under the existing MG zoning district. The proposed Concept Plan and Development Program Statement allow for the reuse of this structure that has high visibility and is identified as a key project in Camp Washington's *Made in Camp* neighborhood plan, which would not otherwise be able to be approved under the current base district.

3. *Deviations from the base district regulations applicable to the property at the time of the PD application are justified by compensating benefits of the PD Concept Plan and Development Program Statement;*

The proposed mixed-use project is not permitted within the existing zoning district. The PD zoning district allows for the reuse of the structure in a feasible and innovative manner, meets goals identified by the neighborhood, and increases community involvement through the Planned Development process.

4. *The PD Concept Plan and Development Program Statement includes adequate provisions for utility services, refuse collection, open space, landscaping, pedestrian circulation and traffic circulation, building design and building location.*

All aspects are outlined in the Concept Plan and Development Program Statement as submitted or will be detailed in the Final Development Plan. See *Proposed Development* section for more detail.

### **ANALYSIS:**

The proposed zone change from MG to PD with the Concept Plan to use the existing nine-story Crosley Radio Building as a mixed-use structure consisting of multi-family residential and light commercial uses is appropriate. Under the existing MG zoning, multi-family residential is not a

permitted use. The only other mechanism to allow for the reuse of this building as mixed use with multi-family residential would be for the petitioner to seek a use variance under Section 1445-16 of the Zoning Code. However, the petitioner is seeking LIHTC to assist in funding the project, which requires the appropriate zoning be in place in order for the funds to be awarded.

The preservation and reuse of the Crosley Radio Building is also a key component of the Camp Washington *Made in Camp* neighborhood plan. The reuse of the structure as a mixed-use building consisting of 175 to 220 residential dwelling units will increase the population of the Camp Washington neighborhood. This will add to the support and viability of the neighborhood's business district, located approximately a half-mile to the south (via Colerain Avenue).

The Department of City Planning believes that a Planned Development is an appropriate zoning designation for this site as it allows for continued public engagement through all phases of the development. Staff also believes that special site characteristics exist and the proposed land uses justify development of the property as a PD with an area less than the minimum two-acres as the proposed reuse of the structure as a mixed-use building is not feasible under the existing base zoning district. Additionally, because structure currently exists, no additional surrounding properties are necessary for the feasible reuse of the structure, and adjacent properties have operating uses, the site size is constrained from meeting the contiguous two acre minimum size requirement for a PD.

A Planned Development also provides assurance to the City and the community of the intended uses and scale of the development. The Planned Development process ensures that any significant modification to this would constitute as a Major Amendment to the Concept Plan and require public engagement and a public hearing process.

### **FINDINGS:**

It is the opinion of staff of the Department of City Planning that the Concept Plan and Development Program Statement are in compliance with §1429-05 and §1429-11 (a) *City Planning Commission Action*. The proposal is consistent with the purpose of the Planned Development District Regulations.

### **CONCLUSIONS:**

The staff of the Department of City Planning supports the proposed zone change from Manufacturing General (MG) to Planned Development (PD) including the Concept Plan and Development Program Statement for the following reasons:

1. The zone change and Concept Plan is consistent with the Goals in the Live Initiative Area and a Goal, Strategy, and Action Step in the Sustain Initiative Area of *Plan Cincinnati*. It is also directly consistent with a project identified in Camp Washington's *Made in Camp* neighborhood plan.
2. The PD zoning is appropriate in this area as the proposed development does not conform with existing zoning. The zone change and Concept Plan are necessary to establish a PD that allows for the adaptive reuse of the existing Crosley Radio Building as a mixed-use building with both multi-family residential and light commercial uses.
3. The PD zoning district requires a more extensive public process than a regular zone change, which will allow community members to have additional opportunities to be heard during the Final Development Plan for the proposal.

**RECOMMENDATION:**

The staff of the Department of City Planning recommends the City Planning Commission take the following actions:

- 1) **ACCEPT** the Concept Plan and Development Program Statement as submitted;
- 2) **ADOPT** the Department of City Planning Findings as detailed on page 9 of this report; and
- 3) **APPROVE** the proposed zone change at 1333 Arlington Street from Manufacturing General (MG) to Planned Development (PD) including the Concept Plan and Development Program Statement in Camp Washington.

Respectfully submitted:

Approved:

Andy Juengling, AICP, Senior City Planner  
Department of City Planning

Katherine Keough-Jurs, AICP, Director  
Department of City Planning

February 2, 2021

**To:** Mayor and Members of City Council 202100192  
**From:** Paula Boggs Muething, City Manager  
**Subject:** Emergency Ordinance – Amending Zoning at 4164 Dane Avenue in Northside

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Transmitted is an Emergency Ordinance captioned:

**AMENDING** the official zoning map of the City of Cincinnati to rezone the real property located at 4164 Dane Avenue in the Northside neighborhood from the MG, “Manufacturing General,” zoning district to Planned Development District No. 91, “Northside Scholar House.”

The City Planning Commission recommended approval of the amendment at its January 15, 2021 meeting.

**Summary:**

Urban Sites, the petitioner, proposes to develop the site into a Scholar House, a living-learning program for low-income single parents and their children. The petitioner has a purchase option with the owner, Dane Property LLC, which is tied to a Low-Income Housing Tax Credit (LIHTC) application to be submitted to the Ohio Housing Finance Agency (OHFA) in February 2021. OHFA requires that the property be properly zoned prior to the LIHTC application submission. As such, Urban Sites requests a zone change from Manufacturing General (MG) to Planned Development (PD) at 4164 Dane Avenue in Northside to permit a three-story structure with 45-55 units of multi-family residential, a day care center, and 45-60 parking spaces.

The City Planning Commission recommended the following on January 15, 2021, to City Council:

- 1) **ACCEPT** the Concept Plan and Development Program Statement as submitted;
- 2) **ADOPT** the Department of City Planning Findings as detailed on page 8 of this report; and
- 3) **APPROVE** the proposed zone change at 4164 Dane Avenue from Manufacturing General (MG) to Planned Development (PD) including the Concept Plan and Development Program Statement in Northside.

cc: Katherine Keough-Jurs, AICP, Director, Department of City Planning



## **EMERGENCY**

**DBS**

**- 2021**

**AMENDING** the official zoning map of the City of Cincinnati to rezone the real property located at 4164 Dane Avenue in the Northside neighborhood from the MG, “Manufacturing General,” zoning district to Planned Development District No. 91, “Northside Scholar House.”

WHEREAS, Dane Property, LLC (“Owner”) owns the real property located at 4164 Dane Avenue in the Northside neighborhood (“Property”), which property is comprised of five parcels totaling approximately 3.95 acres; and

WHEREAS, the Property currently contains a warehouse and a very large concrete slab that together are currently used as a pallet repair and paper recycling facility; and

WHEREAS, Urban Sites (“Petitioner”), with the consent of the Owner, is seeking to develop the Property as the “Northside Scholar House,” which would entail the construction of a three-story multi-family building with 45-55 dwelling units and a preschool at the southwest corner of the Property along Knowlton Street and Dane Avenue and a surface parking lot with 45-60 parking spaces to the north of the building (“Project”); and

WHEREAS, the Project would house a living-learning program that provides housing and rental subsidies to low-income single parents enrolled full-time at local universities in order to help them obtain four-year degrees and better economic outcomes; and

WHEREAS, the Petitioner has sufficient control over the Property to affect the proposed plan, and rezoning the Property from the MG, “Manufacturing General,” zoning district to Planned Development District No. 91, “Northside Scholar House,” would permit the construction of the Project and assist with the Petitioner’s pursuit of Low-Income Housing Tax Credits from the Ohio Housing Finance Agency; and

WHEREAS, the Petitioner has submitted a concept plan and development program statement for the Project, which concept plan and development program statement describe the land use and development regulations that will govern the Project and which documents otherwise meet the requirements of Cincinnati Municipal Code Section 1429-09; and

WHEREAS, in addition to providing use and development regulations for the Project, the development program statement would permit the Property to continue to be used and developed consistent with the provisions of the MG, “Manufacturing General,” zoning district to permit the current operations on the Property to continue as legally conforming uses while the Petitioner pursues the development of the Project; and

WHEREAS, on January 15, 2021, the City Planning Commission approved the rezoning of the Property from the MG, “Manufacturing General,” zoning district to Planned Development

District No. 91, "Northside Scholar House," upon a finding that: (i) the Petitioner's concept plan and development program statement are consistent with applicable plans and policies and are compatible with surrounding development; (ii) the concept plan and development program enhance the potential for superior urban design by allowing residential and preschool uses through coordinated development of five parcels and by allowing the flexibility for the continued use of the Property as a manufacturing site pending its redevelopment; (iii) deviations from the base district regulations applicable to the property at the time of the Petitioner's application are justified by compensating benefits of the concept plan and development program statement; and (iv) the concept plan and development program statement include adequate provisions for utility services, refuse collection, open space, landscaping and buffering, pedestrian circulation, traffic circulation, building design, and building location; and

WHEREAS, a committee of the Council held a public hearing on the proposed rezoning of the Property following due and proper notice pursuant to Cincinnati Municipal Code Section 111-1, and the committee approved the rezoning, finding it in the interest of the general public's health, safety, morals, and welfare; and

WHEREAS, the Project is consistent with the "Live" Initiative Area of *Plan Cincinnati* (2012), which includes the goal to "provide a full spectrum of housing options and improve housing quality and affordability" (page 164) and relies on the strategy of "[t]arget[ing] investment to geographic areas where there is already economic activity" (p.115); and

WHEREAS, the Project is further consistent with the *Northside Comprehensive Land Use Plan* (2014), including its aim to "[f]ocus revitalization on existing centers of activity" (p. 46) and its guiding geographic principle to "[m]aximize industrial reinvestment in existing industrial areas" (p. 50); and

WHEREAS, the Council considers the establishment of Planned Development District No. 91, "Northside Scholar House," to be in the best interests of the City and the general public's health, safety, morals, and welfare; now, therefore,

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

Section 1. That the Council hereby adopts as its own independent findings the Department of City Planning and the Cincinnati Planning Commission's findings that the planned development proposed by the petitioner Urban Sites for the real property located at 4164 Dane Avenue in the Northside neighborhood ("Property") conforms to the requirements of Cincinnati Municipal Code Sections 1429-05, 1429-09, and 1429-11.

Section 2. That the shape and area of the City's official zoning map in the location of the Property, which real property is identified on the map attached hereto as Exhibit "A" and made a part hereof, and which real property is more particularly described on Exhibit "B", attached hereto

and made a part hereof, is hereby amended from the MG, “Manufacturing General,” zoning district to Planned Development District No. 91, “Northside Scholar House” (“PD-91”).

Section 3. That the development program statement, attached hereto as Exhibit “C” and made a part hereof, and the concept plan, attached hereto as Exhibit “D” and made a part hereof, are hereby approved. The approved development program statement and concept plan, which include the incorporation of the provisions of Cincinnati Municipal Code Chapter 1413, “Manufacturing Districts,” in addition to other more specific provisions, shall govern the use and development of the Property during the effective period of the PD-91.

Section 4. That, should PD-91 lapse pursuant to provisions of Cincinnati Municipal Code Chapter 1429, “Planned Development Districts,” the Property shall revert to the MG, “Manufacturing General,” zoning district in effect immediately prior to the effective date of PD-91.

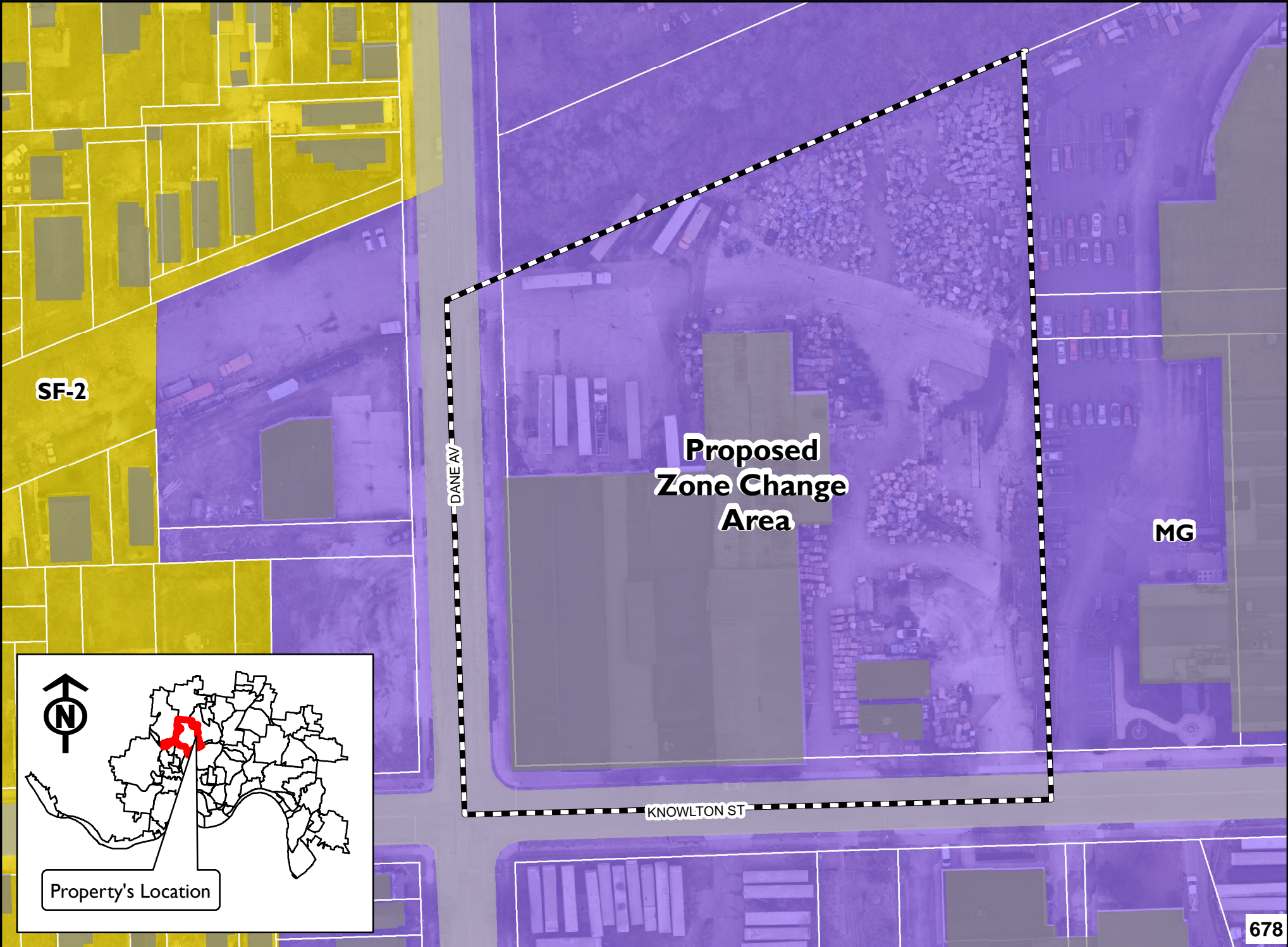
Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is immediate need to allow the petitioner to make timely application to the Ohio Housing Finance Agency for the upcoming round of Low-Income Housing Tax Credit award before the February 11, 2021 deadline.

Passed: \_\_\_\_\_, 2021

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

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

**Proposed Zone Change from Manufacturing General to Planned Development in Northside**





**Abercrombie  
& Associates, Inc.**

Civil Engineering + Surveying

NOVEMBER 24, 2020

**LEGAL DESCRIPTION  
AREA TO BE REZONED  
3.9524 ACRES**

SITUATE IN SECTION 22, TOWN 3, FRACTIONAL RANGE 2, CITY OF CINCINNATI, HAMILTON COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF KNOWLTON AVENUE WITH DANA AVENUE; THENCE ALONG THE CENTERLINE OF DANA AVENUE, NORTH 06°50'00" WEST, 359.54 FEET TO A POINT; THENCE LEAVING THE CENTERLINE OF DANA AVENUE, NORTH 64°18'18" EAST, 418.16 FEET TO A POINT; THENCE SOUTH 06°50'00" EAST, 510.62 FEET TO A POINT IN THE CENTERLINE OF KNOWLTON STREET; THENCE ALONG THE CENTERLINE OF KNOWLTON STREET, SOUTH 85°28'00" WEST, 396.03 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 3.9524 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

I HEREBY CERTIFY THAT THE DESCRIPTION OF THE PROPERTY PROPOSED TO BE DEVELOPED IS A COMPLETE, PROPER AND LEGAL DESCRIPTION THEREOF.

CRAIG T. ABERCROMBIE  
OHIO REGISTERED SURVEYOR #8377

FILE:20-0395.LD1-3.9524AC

8111 Cheviot Road • Suite 200 • Cincinnati, Ohio 45247  
Phone: (513) 385-5757 • Fax: (513) 245-5161  
[www.abercrombie-associates.com](http://www.abercrombie-associates.com)





## EXHIBIT E

Will Yokel, Architect  
Urban Sites  
1209 Sycamore Street  
Cincinnati OH 45202  
will@urbansites.com  
(513) 205-9675

December 18, 2020

Samantha McLean, City Planner  
City of Cincinnati  
805 Central Avenue, Suite 720  
Cincinnati OH 45202  
samantha.mclean@cincinnati-oh.gov  
(513) 352-4886

**Subject: Development Program Statement  
Northside Scholar House  
4164 Dane Ave, Cincinnati OH 45223**

Dear Samantha,

*Please find development program statement revised below for the proposed Planned Development District at 4164 Dane Ave based on feedback from the Staff Conference on December 14, 2020.*

4164 Dane Ave is 3.4 acres across five separate parcels (222-18-1, 2, 3, 4 & 90) owned by Dane Property LLC. At the northeast corner of Knowlton St and Dane Ave is an existing 50,459 SF warehouse building with two accessory structures – 818 SF and 1,301 SF. The remainder of the site is 96,734 SF concrete slab on grade with two loading docks east of the warehouse building connected by a ramp. Urban Sites has a purchase option agreement with Dane Property LLC which is tied to an application with Ohio Housing Finance Agency (OHFA) for a 9% Low-Income Housing Tax Credits (LIHTC) due on February 11, 2021. A threshold requirement for the LIHTC application is that the property be zoned for its intended use which is only achieved with a timely approval of the proposed Planned Development District.

If Urban Sites is awarded the incentive for affordable family housing on May 19, 2021 the development project would move forward and the construction of the site would begin in the summer of 2022. Dane Property LLC would continue operating until Urban Sites closes on the property at the end 2021. If Urban Sites is not awarded the incentive for affordable family housing, the purchase agreement would terminate and Dane Property LLC would continue operating. The Planned Development should also include all regulations for the Manufacturing General zoning district as outlined in Chapter 1413 of the Cincinnati Zoning Code.

The site would be cleared and remediated for Northside Scholar House and a 3-story multi-family residential building would be built at 55,000-70,000 gross square feet. The building would be situated at the southwest corner of the site along Knowlton St and Dane Ave with a setback of 0 to 10 feet. The building would contain 45-55 dwelling units and a preschool at 7,000-9000 square feet. The 149,188 square foot lot would have 1 dwelling unit per 2,712-3,315 square foot lot with 85,000-105,000 square foot open grass area at 57-70%. The site would be regraded after the concrete slab on grade and loading docks are removed at a gradual slope to connect to the existing grades of the adjacent properties. The site would remain relatively flat with 6 feet of elevation change over approximately 500 linear feet from the higher southwest corner of the site to the lower northeast corner of the site. A minimum 5' buffer yard would be provided at abutting properties. The parking lot would be located behind the building with 45-60 parking spaces and access driveways to both Knowlton St and Dane Ave. The building lobby would have a main entrance to the parking lot with a secondary entrance to Knowlton St and a concrete sidewalk behind the building would connect the main entrance and egress stairways around the building to the right of way at Knowlton St and Dane Ave. A play yard amenity would also be connected to the preschool close to the main entrance at 1,500-2,000 square feet.

Northside Scholar House would open in the winter of 2023 as a living-learning program that assists low-income single parents with the support they need to obtain a 4-year degree and better economic outcomes. The program

is modeled after a successful community in Lexington KY that has since grown to 11 other communities in Ohio and Kentucky. Northside Scholar House residents would have to be enrolled as a full-time student at a local university in order to 1) be offered rental subsidy to live in the building, 2) have their children enrolled in a high-quality on-site preschool and 3) be offered programs such as mentorship, financial literacy, and other supports.

The 2014 Northside Comprehensive Land Use Plan under Commercial-Industrial Land Use states, "We welcome community service facilities, day care centers, outdoor recreation and entertainment, park and recreation facilities, public and private schools, religious assembly, residential care facilities, residential if abutting existing residential and special assistance shelters" (Page 52). Urban Sites has reached out to Northside Community Council and Northside Engaged in Sustainable Transformation (NEST) for letters of support with this much needed project.

Sincerely,

A handwritten signature in blue ink, appearing to read "William A. Yokel". The signature is fluid and cursive, with the first name "William" being more prominent than the last name "Yokel".

William A Yokel, Architect



INDEX	
A001	ZONING SITE PLAN
A002	DEMO & PROPOSED SITE PLAN
A101	FIRST FLOOR PLAN
A102	SECOND & THIRD FLOOR PLAN
A103	ROOF PLAN

SUMMARY	
<b>ADDRESS</b> 4164 DANE AVENUE, CINCINNATI OH 45223	
<b>DESCRIPTION</b> NORTHSIDE SCHOLAR HOUSE IS A 3-STORY NEW CONSTRUCTION BUILDING WITH 50 DWELLING UNITS AND A PRESCHOOL	
<b>ZONING - EXISTING</b>	MANUFACTURING
DISTRICT	
GENERAL	
USE	WAREHOUSE
LOT	157,905 SF
MAX HEIGHT	85'-0"
SETBACK	0'-0"

ZONING - PROPOSED	
DISTRICT	PLANNED DEVELOPMENT
USE	MULTI-FAMILY RESIDENTIAL
LOT	157,905 SF
MAX HEIGHT	85'-0"
SETBACK	0'-0"

USE GROUP  
R-2 RESIDENTIAL

CONSTRUCTION TYPE  
5A

FIRE-RESISTANCE RATING  
STRUCTURAL FRAME = 1 HR  
BEARING EXTERIOR WALL = 1 HR

BEARING INTERIOR WALL = 1 HR  
NON BEARING INTERIOR WALL = 0 HR  
FLOOR CONSTRUCTION = 1 HR  
ROOF CONSTRUCTION = 1 HR

IRE PROTECTION  
BUILDING EQUIPPED WITH AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE WITH NFPA 13R

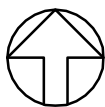
PARKING  
50 SPACES

DWELLING UNITS		
2-BEDROOMS	41	82%
3-BEDROOMS	9	18%
TOTAL	50	

AREAS	
OVERALL	GSF
FIRST	21,220
SECOND	21,330
THIRD	21,330
TOTAL	63,880

BREAKDOWN	
DWELLING UNITS	44,094
PRESCHOOL	8,106
CIRCULATION	5,737
UTILITY	1,656
STAIR / ELEVATOR	1,443
OTHER	2,844
TOTAL	63,880

KEY	
SF2	SINGLE FAMILY RESIDENTIAL (2,000 SF)
SF4	SINGLE FAMILY RESIDENTIAL (4,000 SF)
OL	OFFICE LIMITED
MG	MANUFACTURING GENERAL
PD	PLANNED DEVELOPMENT DISTRICT
PR	PARKS & RECREATION



OWNER  
DANE PROPERTY LLC  
7430 INDUSTRIAL ROAD  
FLORENCE KY 41042

ARCHITECT & CONTRACTOR  
URBAN SITES CONSTRUCTION LLC  
1208 SYCAMORE STREET  
CINCINNATI OH 45202  
(513) 621-9900



WILLIAM A YOKEL  
LICENSE #1315943  
EXPIRES 12/31/2021

# 4164 DANE AVE

## NORTHSIDE SCHOLAR HOUSE

#	DATE	DRAWING SET	COORDINATED SITE REVIEW
1	20201118		

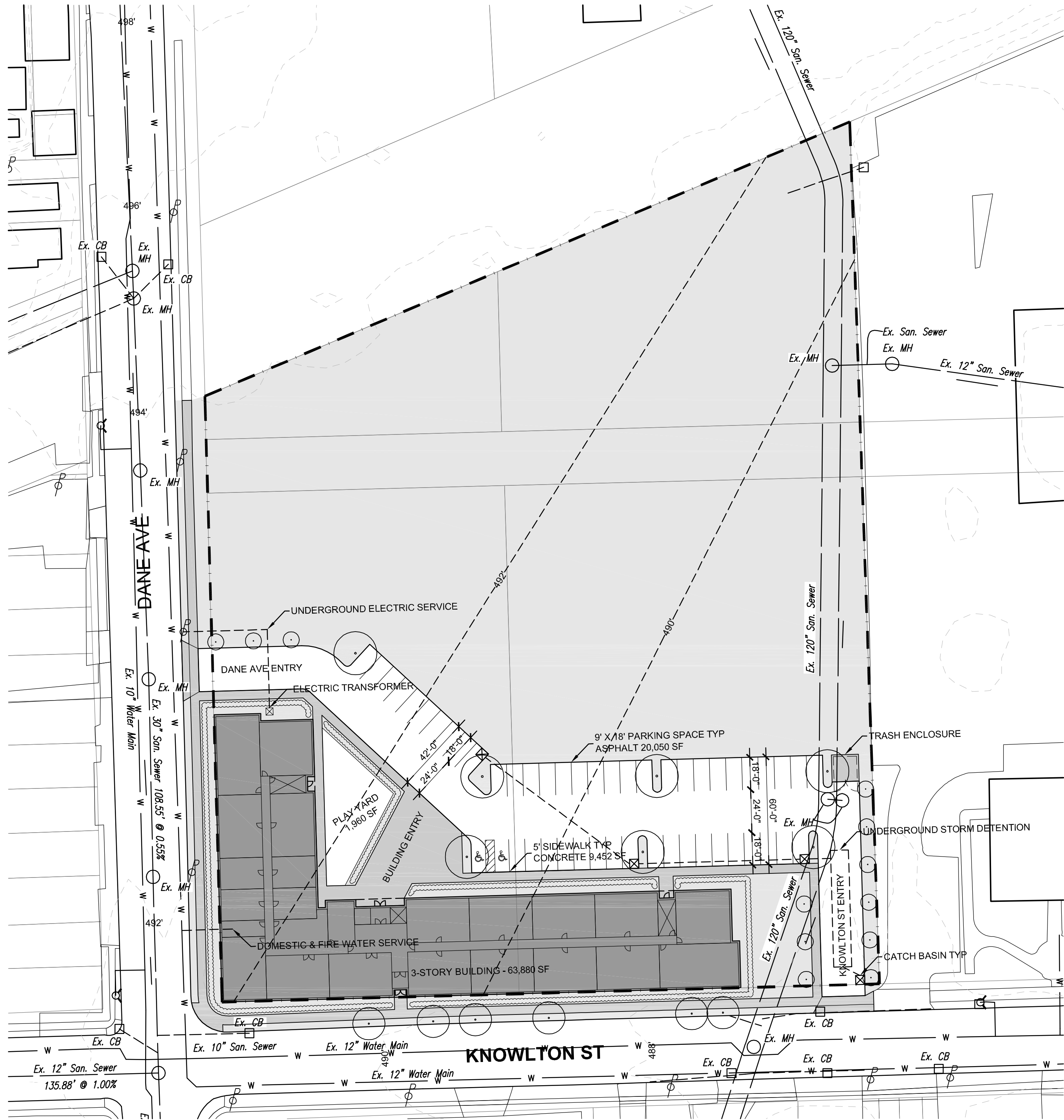
ZONING  
SITE PLAN

# A001





1 DEMO SITE PLAN  
A002 1" = 40'-0"



2 PROPOSED SITE PLAN  
A002 1" = 40'-0"



OWNER  
DANE PROPERTY LLC  
7430 INDUSTRIAL ROAD  
FLORENCE KY 41042

ARCHITECT & CONTRACTOR  
URBAN SITES CONSTRUCTION LLC  
1209 SYCAMORE STREET  
CINCINNATI OH 45202  
(513) 621-9900



WILLIAM A YOKEL  
LICENSE #1315943  
EXPIRES 12/31/2021

# 4164 DANE AVE

## NORTHSIDE SCHOLAR HOUSE

#	DATE	DRAWING SET	COORDINATED SITE REVIEW
1	20201118		

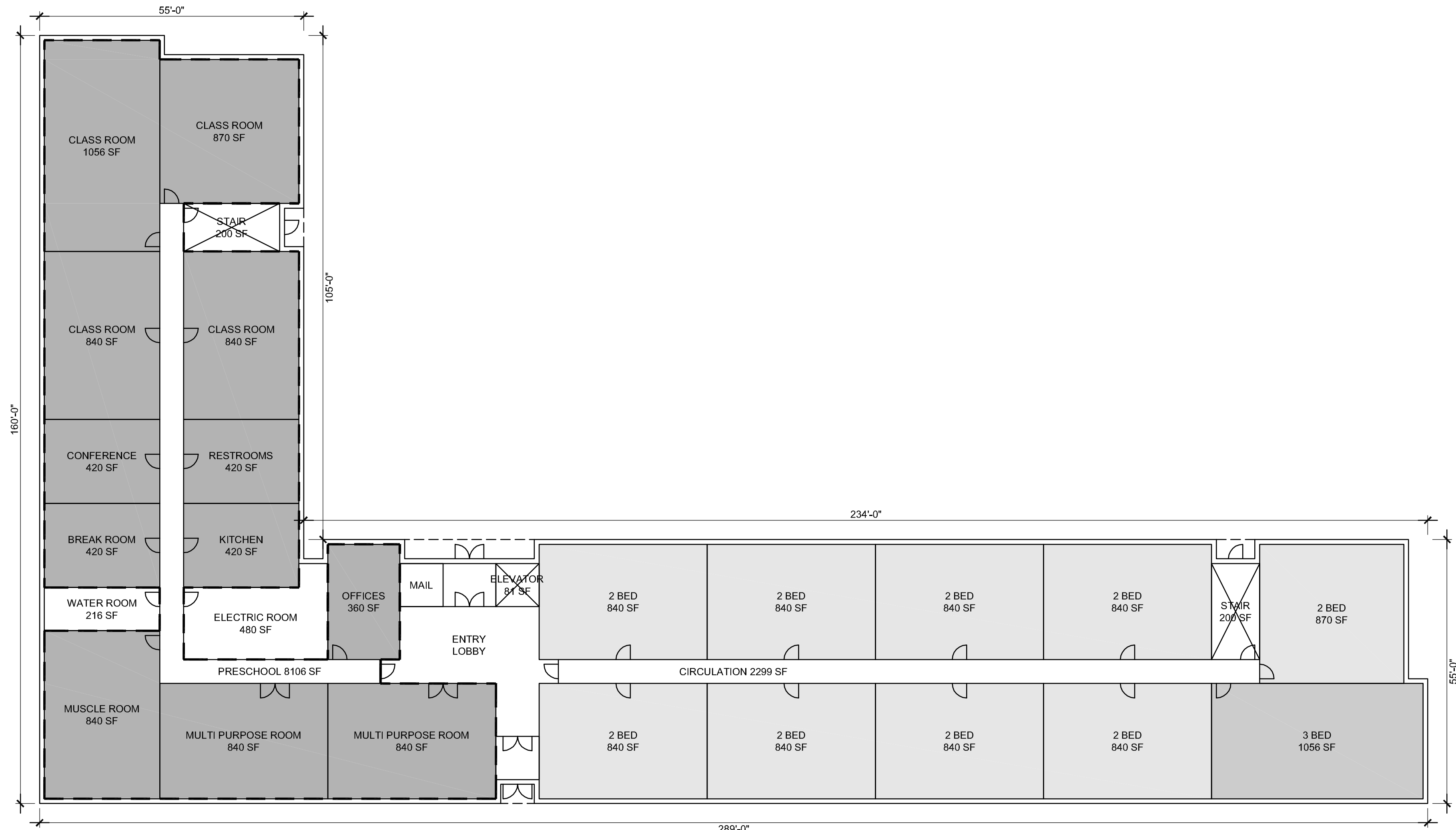
DEMO &  
PROPOSED  
SITE PLAN

# A002

1  
A101

FIRST FLOOR PLAN

1/16" = 1'-0"



21,220 GSF

OWNER  
DANE PROPERTY LLC  
7430 INDUSTRIAL ROAD  
FLORENCE KY 41042

ARCHITECT & CONTRACTOR  
URBAN SITES CONSTRUCTION LLC  
1009 SYCAMORE STREET  
CINCINNATI OH 45202  
(513) 621-9900



WILLIAM A. YOKEL  
LICENSE #1315943  
EXPIRES 12/31/2021

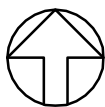
4164 DANE AVE

NORTHSIDE SCHOLAR HOUSE

#	DATE	DRAWING SET	COORDINATED SITE REVIEW
1	20201118		

FIRST FLOOR PLAN

A101

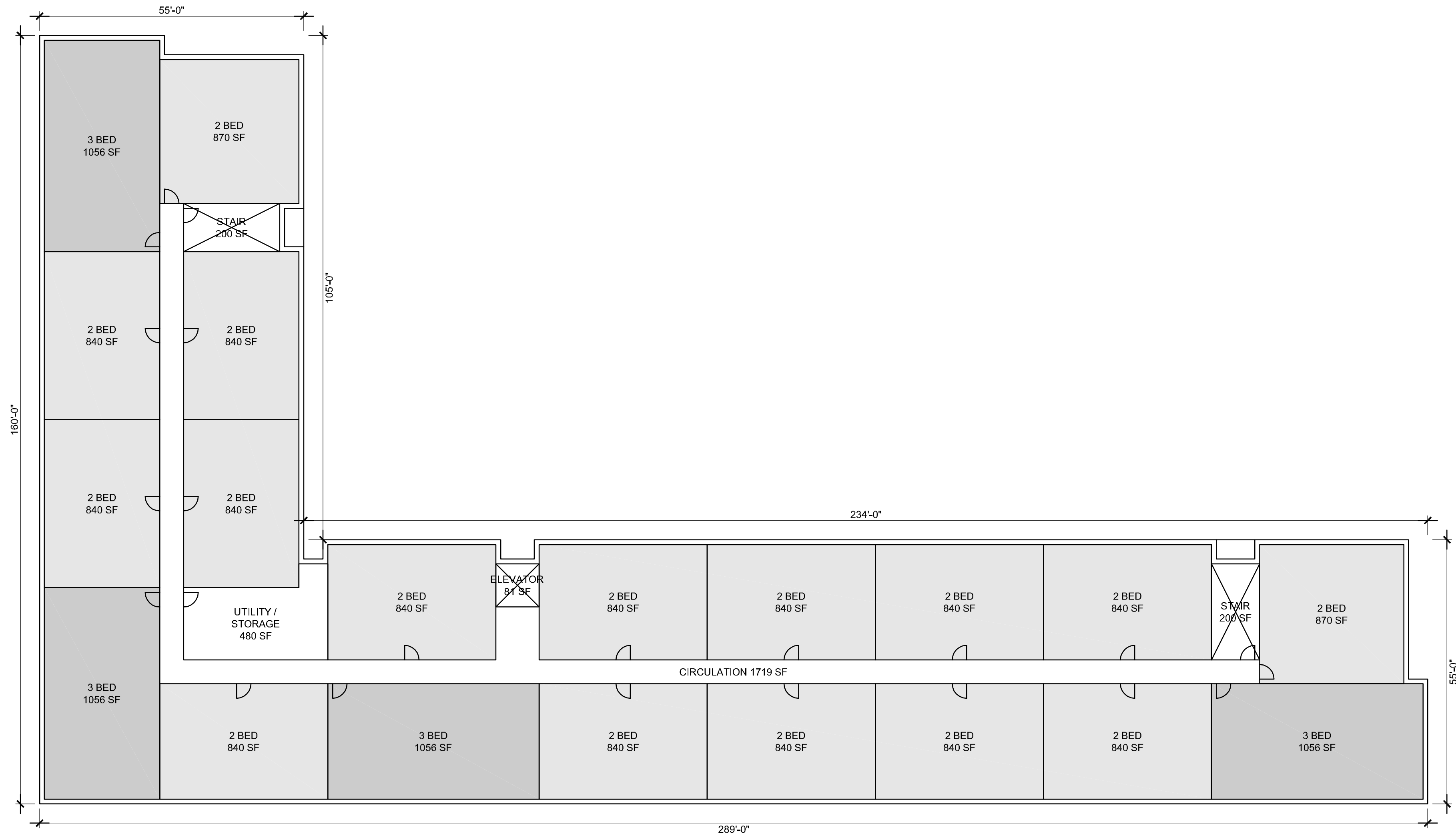




1  
A102

SECOND & THIRD FLOOR PLAN

1/16" = 1'-0"



21,330 GSF

OWNER  
DANE PROPERTY LLC  
7430 INDUSTRIAL ROAD  
FLORENCE KY 41042

ARCHITECT & CONTRACTOR  
URBAN SITES CONSTRUCTION LLC  
1029 SYCAMORE STREET  
CINCINNATI OH 45202  
(513) 621-5900



WILLIAM A. YOKEL  
LICENSE #1315943  
EXPIRES 12/31/2021

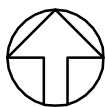
4164 DANE AVE

NORTHSIDE SCHOLAR HOUSE

#	DATE	DRAWING SET	COORDINATED SITE REVIEW
1	20201118		

SECOND & THIRD FLOOR PLAN

A102

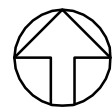
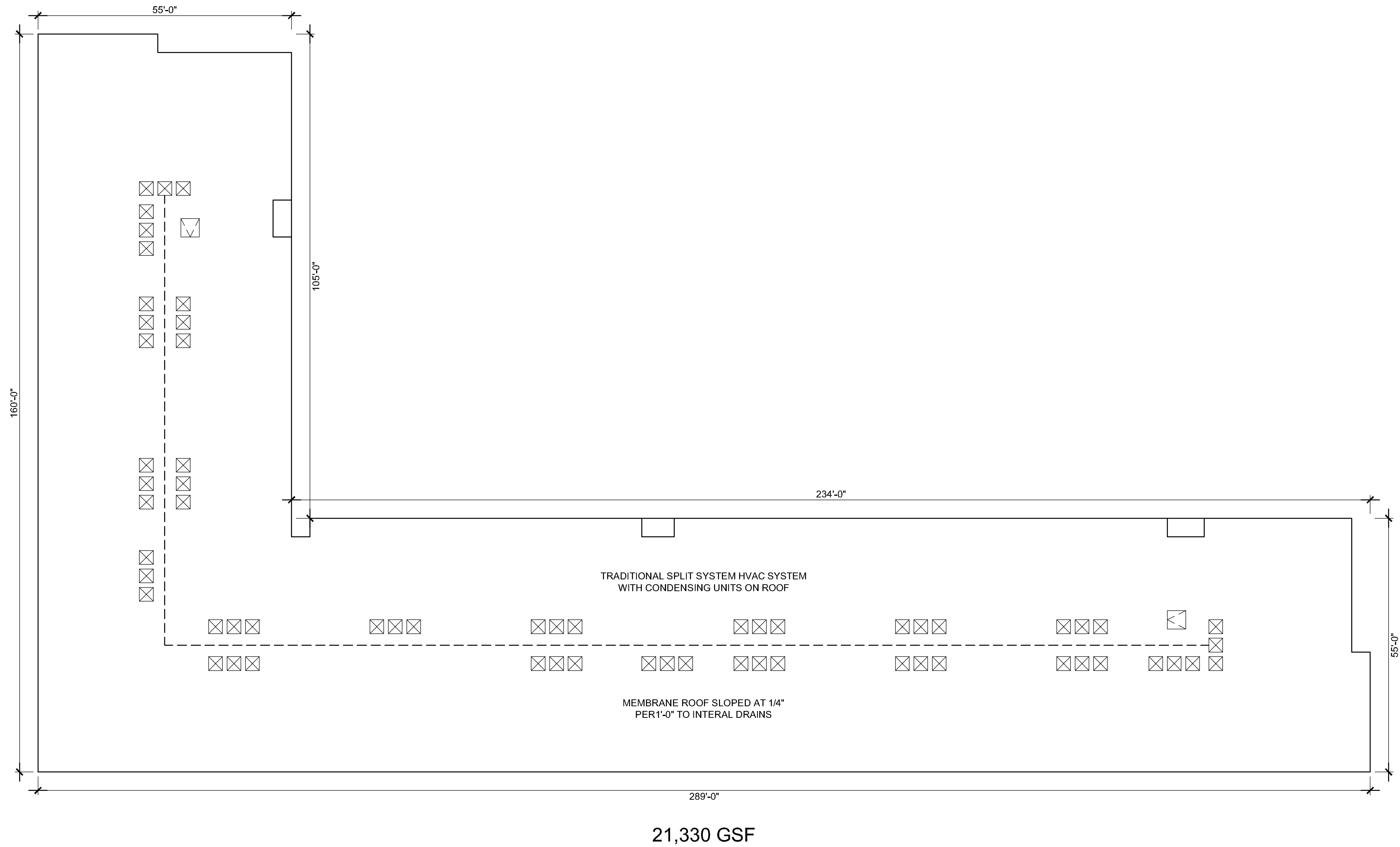


1

A103

ROOF PLAN

1/16" = 1'-0"



ROOF PLAN

A103

#	DATE	DRAWING SET
1	20201118	COORDINATED SITE REVIEW



WILLIAM A. YOKEL  
LICENSE #1315843  
EXPIRES 12/31/2021

4164 DANE AVE  
NORTHSIDE SCHOLAR HOUSE

OWNER  
DANE PROPERTY LLC  
7430 INDUSTRIAL ROAD  
FLORENCE KY 41042

ARCHITECT & CONTRACTOR  
URBAN SITES CONSTRUCTION LLC  
1029 SYCAMORE STREET  
CINCINNATI OH 45202  
(513) 621-5900

February 2, 2021

To: Nicole Crawford, Office of the Clerk of Council

From: Katherine Keough-Jurs, AICP, Director, Department of City Planning *KJK*

Copies to: Samantha McLean, City Planner, Department of City Planning

Subject: Scheduling of Emergency Ordinance – Amending Zoning at 4164 Dane Avenue in Northside

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The above referenced Emergency Ordinance is to be scheduled for the Economic Growth and Zoning Committee. This item has been requested to be placed on the February 2, 2021 Economic Growth and Zoning Committee meeting following the required two-week notification period.

Included in this submission are the following items:

- 1) The transmittal letter to the Mayor and City Council;
- 2) A copy of the City Planning Commission staff report dated January 15, 2021;
- 3) Additional Attachment
- 4) The Ordinance amending the official zoning map;
- 5) Mailing labels for the notice of the public hearing at the Economic Growth and Zoning Committee; and
- 6) A copy of the mailing labels for your file.

February 2, 2021

Cincinnati City Council  
 Council Chambers, City Hall  
 Cincinnati, Ohio 45202

Dear Members of Council:

We are transmitting herewith an Emergency Ordinance captioned as follows:

**AMENDING** the official zoning map of the City of Cincinnati to rezone the real property located at 4164 Dane Avenue in the Northside neighborhood from the MG, "Manufacturing General," zoning district to Planned Development District No. 91, "Northside Scholar House."

**Summary:**

Urban Sites, the petitioner, proposes to develop the site into a Scholar House, a living-learning program for low-income single parents and their children. The petitioner has a purchase option with the owner, Dane Property LLC, which is tied to a Low-Income Housing Tax Credit (LIHTC) application to be submitted to the Ohio Housing Finance Agency (OHFA) in February 2021. OHFA requires that the property be properly zoned prior to the LIHTC application submission. As such, Urban Sites requests a zone change from Manufacturing General (MG) to Planned Development (PD) at 4164 Dane Avenue in Northside to permit a three-story structure with 45-55 units of multi-family residential, a day care center, and 45-60 parking spaces.

The City Planning Commission recommended the following on January 15, 2021, to City Council:

- 1) **ACCEPT** the Concept Plan and Development Program Statement as submitted;
- 2) **ADOPT** the Department of City Planning Findings as detailed on page 8 of this report; and
- 3) **APPROVE** the proposed zone change at 4164 Dane Avenue from Manufacturing General (MG) to Planned Development (PD) including the Concept Plan and Development Program Statement in Northside.

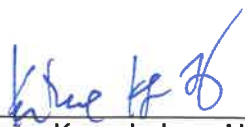
Motion to Approve: Mr. Juech

Ayes:

Mr. Eby  
 Ms. McKinney  
 Mr. Juech  
 Mr. Samad  
 Ms. Sesler  
 Mr. Smitherman  
 Mr. Stallworth

Seconded: Mr. Sesler

THE CITY PLANNING COMMISSION

  
 \_\_\_\_\_  
 Katherine Keough-Jurs, AICP, Director  
 Department of City Planning



January 15, 2021

**Honorable City Planning Commission  
Cincinnati, Ohio**

**SUBJECT:** A report and recommendation on a proposed zone change at 4164 Dane Avenue from Manufacturing General (MG) to Planned Development (PD) including the Concept Plan and Development Program Statement in Northside.

**GENERAL INFORMATION:**

**Location:** 4164 Dane Avenue, Cincinnati, OH 45223 (Exhibit A)

**Petitioner:** Urban Sites  
1209 Sycamore Street  
Cincinnati, OH 45202

**Owner:** Dane Property, LLC.  
7430 Industrial Road  
Florence, KY 41042

**Request:** To change the zoning of the property from Manufacturing General (MG) to Planned Development (PD) to permit a three-story multi-family building with 45-55 dwelling units, a preschool, and 45-60 parking spaces for a Scholar House, a living-learning program for low-income single parents and their children.

**EXHIBITS:**

Provided in addition to this report are the following exhibits:

- Exhibit A Location Map
- Exhibit B Petition for Zone Change
- Exhibit C Zone Change Plat
- Exhibit D Legal Description
- Exhibit E Development Program Statement
- Exhibit F Concept Plan  
Includes: Demolition Plan, Proposed Site Plan, Floor Plans, and Roof Plan
- Exhibit G Northside Scholar House Overview
- Exhibit H Coordinated Site Review Letter
- Exhibit I Letters from Community Members
- Exhibit J Community Engagement Timeline

**BACKGROUND:**

The subject property, comprised of five parcels, is 3.95 acres in size. It is located at the northeast corner of Dane Avenue and Knowlton Street approximately 0.25 miles from the Northside Neighborhood Business District. An existing 50,459 square foot warehouse with two accessory structures, 1,301 and 818 square feet in size, along with a 96,734 square foot on-grade concrete slab are currently on the property. A pallet repair and paper recycling facility operate on the site.

Urban Sites, the petitioner, proposes to develop the site into a Scholar House, a living-learning program for low-income single parents and their children. The petitioner has a purchase option with the owner, Dane Property LLC, which is tied to a Low-Income Housing Tax Credit (LIHTC)

application to be submitted to the Ohio Housing Finance Agency (OHFA) in February 2021. OHFA requires that the property be properly zoned prior to the LIHTC application submission. As such, Urban Sites requests a zone change from Manufacturing General (MG) to Planned Development (PD) at 4164 Dane Avenue in Northside to permit a three-story structure with 45-55 units of multi-family residential, a day care center, and 45-60 parking spaces.

Should the petitioner fail to receive LIHTC in May 2021, the purchase option agreement would be terminated, and Dane Property LLC would retain ownership and continue its operations on the subject property. In order to permit the flexibility in uses contingent upon the LIHTC award, the petitioner also requests that all regulations for the existing Manufacturing General zoning district, as outlined in Chapter 1413 of the Cincinnati Zoning Code, also be permitted within the proposed Planned Development.

#### **ADJACENT LAND USE AND ZONING:**

The property requested is currently zoned Manufacturing General (MG). The existing zoning and land use surrounding the subject site is as follows:

##### **North:**

Zoning:	Manufacturing General (MG)
Existing Use:	Office and commercial

##### **East:**

Zoning:	Manufacturing General (MG)
Existing Use:	Manufacturing

##### **South:**

Zoning:	Manufacturing General (MG)
Existing Use:	Single-family residential and manufacturing

##### **West:**

Zoning:	Single-family (SF-2) and Manufacturing General (MG)
Existing Use:	Single-family residential and vacant

#### **PROPOSED DEVELOPMENT:**

Urban Sites has an option to purchase five parcels at the corner of Knowlton Street and Dane Avenue to develop a 3.95-acre site. Their proposed development is contingent upon the award of LIHTC in May 2021. As such there are two potential proposed developments:

##### **Northside Scholar House**

If Urban Sites is awarded LIHTC, they propose to develop the site as the Northside Scholar House, a living-learning program and residence that assists low-income single parents with the support they need to obtain a four-year degree and better economic outcomes. The Northside Scholar House would be modeled after a successful community in Lexington, Kentucky. There are 11 Scholar House communities throughout Kentucky and Ohio, including the Alice May Easton Scholar House in the Walnut Hills neighborhood of Cincinnati.

Residents would need to be enrolled as a full-time student at a local university in order to receive a rental subsidy to live in the Northside Scholar House building, have their children enrolled in the on-

site preschool, and be offered supportive programming, such as mentorship and financial literacy classes.

The proposed development is a partnership between Urban Sites, the developer, Cincinnati Metropolitan Housing Agency (CMHA), the property manager, and Cincinnati Union Bethel (CUB), the service provider.

### *Building*

One three-story building, 55,000-70,000 gross square feet (GSF) in size, is proposed for the subject property. The L-shaped building would be situated at the southwest corner of the subject property along Knowlton Street and Dane Avenue. There is a zero to ten-foot setback proposed from Knowlton Street and Dane Avenue, along with a five-foot minimum buffer to be provided at the boundaries with abutting properties. 45-55 dwelling units, a mix of two- and three-bedroom units, are proposed for the residential portion of the building. The preschool would be located within the building on half of the first floor as seen in the floor plans included as Exhibit F. The preschool, proposed to be 7,000-9,000 square feet, would consist of classrooms, a music room, offices, and multi-purpose rooms to be used for both preschool and adult programming.

### *Parking and Circulation*

44-60 parking spaces are proposed to meet the anticipated need of residents and employees of the day care center. The subject property is located less than a tenth of a mile from the Northside Transit Center. Based on experience from the Walnut Hills Scholar House, the petitioner's team anticipates that some residents will not own a car and will use public transit. The parking will be located behind the building and accessed by two drives, one from Knowlton Street and one from Dane Avenue. The main entrance of the building would be located just off of the parking lot. Sidewalks would connect the main entrance around the building to the right-of-way on Knowlton Street and Dane Avenue.

### *Open Space, Landscaping, and Buffering*

Final landscaping and buffering will be submitted with the Final Development Plan. The Development Program Statement proposes preserving 57-70% (85,000 – 105,000 square feet or 1.95-2.41 acres) of the site as open space. The vast majority of the open space will be preserved as a grass area; however, trees and plantings are proposed along the perimeter of the building, throughout the parking lot, and as a buffer between the adjacent property to the east. An enclosed play yard, an amenity of the preschool, would be located outside the preschool wing of the building (Exhibit F). The play yard is proposed to be 1,500-2,000 square feet and will have a landscaped buffer around the sides facing the parking lot.

### *Schedule*

If the Northside Scholar House proposed development is awarded LIHTC in May 2021, Urban Sites would execute the purchase option. Dane Property LLC would continue operating on the subject property until the end of 2021. The petitioner plans to hold two design charrettes with the community over the summer of 2021 prior to submitting a Final Development Plan. The petitioner aims to begin construction in the summer of 2022 with a completion date in the fall of 2023 and an opening date in the winter of 2023.

### **Manufacturing General**

If Urban Sites does not receive LIHTC in May 2021, their purchase option agreement with Dane

Property LLC will be terminated. Dane Property LLC will retain ownership and continue operating on the site. All uses and development standards for the Manufacturing General zoning district as outlined in Chapter 1413 of the Cincinnati Zone Code should be permitted within the proposed Planned Development, included Sec. 1413-05 – Land Use Regulations, Sec 1413-07 – Development Regulations, Sec. 1413-09 – Driveway Restrictions, and Sec. 1413-11 – Truck Docks; Loading and Services Areas.

#### *Schedule*

If Dane Property LLC or a future owner wants to alter the site in any way that would require a permit, they would need to submit a Final Development Plan for Technical Design Review in the City's Coordinated Site Review process and for review and approval by the City Planning Commission per Sec. 1429-13 of the Cincinnati Zoning Code. Per Sec. 1429-11, the approval of the Concept Plan and Development Program Statement would lapse two years from its effective date unless a Final Development Plan has been approved or the City Planning Commission has approved an extension of time not to exceed one year (which would revert back to the prior zoning of MG).

#### **BASIC REQUIREMENTS OF A PLANNED DEVELOPMENT DISTRICT:**

Per §1429-05 of the Cincinnati Zoning Code, *Basic Requirements*, PD Districts and development within PD Districts must comply with the following:

- a. ***Minimum Area*** – *The minimum area of a PD must be two contiguous acres.*

The proposed zone change area is approximately 3.4 contiguous acres (Exhibit A and C).

- b. ***Ownership*** – *Evidence that the applicant has sufficient control over the tract of land to affect the proposed plan, including a list of all ownership and beneficial interests in the tract of land and the proposed development are required.*

The petitioner has a purchase option with the property owner, Dane Property LLC (Exhibit B and E).

- c. ***Multiple buildings on a lot*** – *More than one building is permitted on a lot.*

The submitted Concept Plan and Development Program Statement indicate one three-story building, 55,000 – 70,000 gross square feet in size, situated on the southwest corner of the lot (Exhibit E and F).

- d. ***Historic Landmarks and Districts*** – *Whenever a Planned Development application is filed for a property wholly or partially located within a historic landmark, historic district, or involving a historic structure, the Historic Conversation Board shall advise the City Planning Commission relating to approval of the Final Development Plan.*

No portion of the subject property is located within a historic district, nor does it contain any historic landmark.

- e. **Hillside Overlay Districts** – *Whenever a Planned Development application is filed for a property wholly or partially located within a Hillside Overlay District, the City Planning Commission shall approve the Final Development Plan.*

The subject property is not located with a Hillside Overlay District.

- f. **Urban Design Overlay District** – *Whenever a Planned Development application is filed for a property wholly or partially located within an Urban Design Overlay District, the City Planning Commission shall approve the Final Development Plan.*

The subject property is not located within an Urban Design Overlay District.

#### **CONCEPT PLAN AND DEVELOPMENT PROGRAM STATEMENT:**

According to §1429-09 of the Cincinnati Zoning Code, *Concept Plan and Development Program Statement*, a petition to rezone a property to PD must include a Concept Plan and Development Program Statement (Exhibits E and F). The purpose is to describe the proposed use or uses to be conducted in the PD District. The Concept Plan and Development Program Statement must include text or diagrams that specify:

- a. **Plan Elements** – *A survey of the tract to be developed, providing a metes and bounds description of the property and the survey of property lines and total acreage. Additionally, the plan should include the location in general terms, of land areas to be developed, including: type and description of proposed land uses, buildings and structures; street rights-of-way and driveways; parcel boundaries and proposed lots, including set back lines; building heights; pedestrian circulation systems and open space or other facilities; and proposed topography, drainage, landscaping and buffer plantings.*

The petitioner has submitted a Development Program Statement (Exhibit E) and Concept Plan (Exhibit F) that includes sufficient information regarding proposed uses, building location, street access, pedestrian circulation systems, and open space and landscaping. See *Proposed Development* for more information. The petitioner proposes to regrade the property after the existing concrete slab and loading docks are removed. The subject property would be regraded at a gradual slope to connect existing grades of the adjacent properties. The site is proposed to remain relatively flat with six feet of elevation change over 500 feet from the higher point on the southwest corner of the site to the lower point at the northeast corner of the site (Exhibit E).

- b. **Ownership** – *Evidence that the applicant has sufficient control over the tract of land to affect the proposed plan, including a list of all ownership and beneficial interests in the tract of land and the proposed development.*

The petitioner has a purchase option with the property owner, Dane Property LLC (Exhibit B and E).

- c. **Schedule** – *Time schedule of projected development, if the total site is to be developed in phases or if construction is to extend beyond a two-year time period.*

The petitioner has provided a schedule for the proposed development. The estimated

timeline provided as part of the Concept Plan and Development Program Statement is outlined in the *Proposed Development* section of this report. Should the petitioner not receive LIHTC in May 2021, the owner will continue their current operations on the site. An approval of the Concept Plan and Development Program Statement would lapse two years from its effective date unless a Final Development Plan is approved, or the City Planning Commission approves an extension per Sec. 1429-11.

- d. ***Preliminary Reviews*** – *A preliminary review of geo-technical, sewage, water, drainage and refuse collection.*

The proposed development was reviewed by departments during the Coordinated Site Review process, including the City's Metropolitan Sewer District (MSD), Stormwater Management Utility (SMU), and Greater Cincinnati Water Works (GCWW). MSD and SMU noted that a Utility Plan and Erosion and Sediment Plan would be required prior to permitting. These plans will be submitted as part of the Final Development Plan.

- e. ***Density and Open Space*** – *Calculations of density and open space area.*

The Development Program Statement explains that 57-70% of the site (1.95-2.41 acres) will be preserved as open space. The vast majority of the open space will be preserved as a grass area; however, there trees and plantings are proposed along the perimeter of the building, throughout the parking lot, and as a buffer between the adjacent property to the east.

#### **FINAL DEVELOPMENT PLAN:**

Pursuant to §1429-13 of the Cincinnati Zoning Code, a Final Development Plan shall be submitted to the City Planning Commission after approval of the Concept Plan and Planned Development designation by City Council.

A Final Development Plan must be filed for any portion of an approved Concept Plan that the petitioner wishes to develop; this plan must conform substantially to the approved Concept Plan and Development Program Statement. The Final Development Plan requirements anticipate changes from the Concept Plan by requiring significantly more detail. Approval of the Final Development Plan would allow the petitioner to obtain the necessary permits to proceed with development. The process allows the City Planning Commission to authorize staff to approve Minor Amendments that might be necessary and establishes the process for Major Amendments that must be reviewed and approved.

#### **COORDINATED SITE REVIEW:**

The proposed zone change and Concept Plan went through Coordinated Site Review as a Development Design Review in December 2020 and January 2021. A Coordinated Site Review Advisory Team meeting was held on December 8, 2020. A meeting with the petitioner and project partners was held on January 5, 2021, to allow the petitioner the opportunity discuss the comments outlined by each of the departments. No objections were voiced regarding the zone change or Concept Plan, however, additional requirements need to be met before permits are obtained. The full letter is attached as Exhibit H. Below is an outline of the major additional requirements that will be addressed in the Final Development Plan:



- An approved utility site plan is required to be submitted to and reviewed by the Metropolitan Sewer District (MSD) in order to obtain permits.
- Stormwater Management Utility (SMU) requires a grading plan, erosion and sediments control plan, and a utility site plan prior to permitting. They will also require a detention system for the site.
- The Fire Department outlined standards for fire apparatus access roads requested that the location of fire hydrants and their flows be confirmed.
- The Department of Transportation and Engineering (DOTE) explained requirements for the driveways and improvements needed to the existing walkways.

The petitioner received a copy of the comments from each of the departments and will be working with the departments to address these requirements prior to submitting a Final Development Plan.

#### **PUBLIC COMMENT:**

The Department of City Planning held a virtual Public Staff Conference on the proposed zone change on December 14, 2020. Notices were sent to property owners within a 400-foot radius of the subject property and the Northside Community Council. 16 community members were in attendance along with the petitioner and project partners, CMHA and Cincinnati Union Bethel. During the staff conference, NEST, a redevelopment organization in the neighborhood, and some community members spoke in support of the proposed development. Community members asked the petitioner specific questions about the residential eligibility criteria for Scholar House and the preschool. Cincinnati Union Bethel explained that if there are available spots at the preschool, they would be open to community members. Other community members expressed concern about parking, buffering, environmental remediation, and pedestrian and traffic circulation. The petitioner explained that they would be doing an environmental study and would perform any necessary remediation on the site. They updated their original Development Program Statement to include an increased parking count range, a minimum buffer of five feet between abutting properties, and an increased range for building setback in order to address the concerns raised. Some of the traffic and pedestrian circulation concerns are pre-existing in the area and the petitioner said they would work with the Northside Community Council and DOTE to ensure that safety concerns are addressed. Some community members shared their ideas for landscaping and design, both of which will be part of the Final Development Plan. The petitioner explained that they will host design charettes before submitting the Final Development Plan. Finally, there were questions about what would be permitted by the zoning in the future if the petitioner did not pursue the Northside Scholar House development, specifically regarding affordability. Staff clarified the Planned Development process and explained that the zoning district accounts for uses and development regulations, but not affordability.

All property owners within a 400-foot radius of the subject property and the Northside Community Council were notified of the January 15, 2021 City Planning Commission meeting.

Urban Sites, the petitioner, submitted a letter outing community engagement that they have conducted and plan to conduct throughout the Planned Development process (Exhibit J). They have presented to the Northside Community Council, Northsiders Engaged in Sustainable Transformation (NEST), and the Northside Business Association. The Northside Community Council leadership convened a working group of neighborhood stakeholders, including to petitioner, to discuss the details of the proposed development. One of the working group members had 50 conversations with nearby residents and summarized feedback to share with the petitioners during the working group meetings.

In addition, they have had individual conversations with a few adjacent neighbors. If the LIHTC is awarded for the Scholar House, Urban Sites plans to have two community design meetings in the summer of 2021 to gather feedback on design, materials, landscaping, and other features of the proposed building.

As of January 6, 2021, City Planning staff has received written correspondence from three community members in support of the proposed development, in addition to letters of support from NEST, the Northside Business Association (Exhibit I). NEST stated that the development has the potential to be a “catalyst for inclusive housing, improved land use and a spatial connection to the Mill Creek trail area as a community asset.” These letters also noted appreciation for the community engagement plan and the need for affordable housing in the neighborhood.

### **CONSISTENCY WITH PLANS:**

#### *Plan Cincinnati (2012)*

The proposed zone change is consistent with the Goal in the Live Initiative Area of *Plan Cincinnati* (2012) to “Provide a full spectrum of housing options, and improve housing quality and affordability” (p. 164) and the Strategy to “Provide quality healthy housing for all income levels” (p. 165). It is also consistent with the Strategy in the Complete Initiative Area to “Target investment to geographic areas where there is already economic activity” (p.115) and the Guiding Geographic Principle to “Focus revitalization on existing centers of activity” (p. 86), as the subject property is within the compact walkable half mile of the Northside Neighborhood Center.

#### *Northside Comprehensive Land Use Plan (2014)*

The proposed zone change is consistent with the *Northside Comprehensive Land Use Plan* (2014). Like *Plan Cincinnati*, the plan aims to “Focus revitalization on existing centers of activity” (p. 46). The subject property is located within the compact walkable half mile to the Northside Neighborhood Business District. If LIHTC is not awarded, the proposed zone change would permit manufacturing uses to continue on the site which is consistent with the Guiding Geographic Principle to “Maximize industrial reinvestment in existing industrial areas” (p. 50). The proposed zone change would also permit the construction of a “Scholar House” which is consistent with the Live Initiative Area of the plan, specifically the Goals to “Create a neighborhood where all residents, young and old, feel safe, nurtured and enriched” (p. 79) and “Increase the quality and quantity of affordable and market rate rental housing” (82). The subject property is located within an area designated for Commercial-Industrial uses per the Future Land Use Map. However, the plan states that “...community service facilities, day care centers, outdoor recreation and entertainment, park and recreation facilities, public and private schools, religious assembly, residential care facilities, residential if abutting existing residential and special assistance shelters” are welcome in the Commercial-Industrial areas (p. 52). The subject property abuts an existing single-family residential area.

### **CITY PLANNING COMMISSION ACTION:**

According to §1429-11(a) of the Cincinnati Zoning Code, the City Planning Commission may recommend approval or conditional approval, with restrictions on the establishment of a PD District on finding that all of the following circumstances apply:

1. *The PD Concept Plan and Development Program Statement are consistent with applicable plans and policies and is compatible with surrounding development;*

The proposed uses are compatible with the surrounding land use patterns. Adjacent

uses include manufacturing and single-family residential. Additionally, the subject property is located within 0.25 miles of the Northside Business District and is less than a tenth of a mile from the Northside Transit Center making it consistent with both *Plan Cincinnati* (p. 86) and the *Northside Comprehensive Land Use Plan* (p. 46) which aim to “Focus revitalization on existing centers of activity.” It is also consistent with the Future Land Use Map in the *Northside Comprehensive Land Use Plan*.

2. *The PD Concept Plan and Development Program Statement enhance the potential for superior urban design in comparison with the development under the base district regulations that would apply if the plan were not approved;*

The proposed Planned Development would permit a coordinated development effort of five parcels and permit the flexibility for the continued use of the property as a manufacturing site or as a unique residential opportunity. The Concept Plan and Development Program Statement (Exhibit E and F) details the proposed living-learning community. The Scholar House concept includes both residential uses and preschool to best support low-income, single parents pursuing higher education. Additionally, the consolidation of the five parcels ensures that open space is preserved alongside the development. Finally, the proposed Planned Development would permit community input during the design stage of the development prior to the Final Development submission.

3. *Deviations from the base district regulations applicable to the property at the time of the PD application are justified by compensating benefits of the PD Concept Plan and Development Program Statement;*

The proposed residential and preschool uses are not permitted within the existing zoning district. The PD zoning district allows the developer to be innovative in site development combining a mix of uses, open space, and increased community involvement through the Planned Development process.

4. *The PD Concept Plan and Development Program Statement includes adequate provisions for utility services, refuse collection, open space, landscaping, pedestrian circulation and traffic circulation, building design and building location.*

All aspects are outlined in the Concept Plan and Development Program Statement as submitted or will be detailed in the Final Development Plan. See *Proposed Development* section for more detail.

#### **ANALYSIS:**

The proposed zone change would permit a three-story building with residential and preschool uses which are not permitted in the existing MG zoning district. Having the appropriate zoning in place is a key aspect of the petitioner’s LIHTC application and a LIHTC award is critical in the development of the Northside Scholar House. The proposed Northside Scholar House would introduce 45-55 units of affordable housing for single parents pursuing higher education, along with a preschool for their children, and supportive services.

The proposed development is located in a walkable area to a variety of amenities; it is within 0.25

miles of the Northside Business District and 0.10 miles of the Northside Transit Center. While the surrounding zoning district is MG, the subject property would be connected to residential uses directly to the west and southwest of the site. The scale of the site provides a transition from the single-family residences west of Dane Avenue to the larger scale manufacturing buildings to the east of the subject property.

The petitioner presented a community engagement plan that includes continued engagement with nearby residents and at least two community design sessions prior to the Final Development Plan submission. The Department of City Planning believes that a Planned Development is an appropriate zoning designation for this site as it allows for continued public engagement through all phases of the development. A Planned Development also provides assurance to the City and the community of the intended uses and scale of the development. The Planned Development process ensures that any significant modification to this would constitute as a Major Amendment to the Concept Plan and require public engagement and a public hearing process, which is important since a large portion of the subject property is open space and could potentially be developed in the future.

#### **FINDINGS:**

It is the opinion of staff of the Department of City Planning that the Concept Plan and Development Program Statement are in compliance with §1429-05 and §1429-11 (a) *City Planning Commission Action*. The proposal is consistent with the purpose of the Planned Development District Regulations.

#### **CONCLUSIONS:**

The staff of the Department of City Planning supports the proposed zone change from Manufacturing General (MG) to Planned Development (PD) including the Concept Plan and Development Program Statement for the following reasons:

1. It is consistent with the Goal in the Live Initiative Area of *Plan Cincinnati* to “Provide a full spectrum of housing options, and improve housing quality and affordability” (p. 164) and the Strategy to “Provide quality healthy housing for all income levels” (p. 165). It is also consistent with the Strategy in the Complete Initiative Area to “Target investment to geographic areas where there is already economic activity,” as the subject property is within the compact walkable half-mile of the Northside Neighborhood Center.
2. The PD zoning is appropriate in this area as the proposed development does not conform with existing zoning. The zone change and Concept Plan are necessary to establish a PD that allows for the construction of a mixed-use building with both multi-family residential and preschool uses and green space.
3. The PD zoning district requires a more extensive public process than a regular zone change, which will allow community members to have additional opportunities to be heard during the Final Development Plan for the proposal.

#### **RECOMMENDATION:**

The staff of the Department of City Planning recommends the City Planning Commission take the following actions:

- 1) **ACCEPT** the Concept Plan and Development Program Statement as submitted;

- 2) **ADOPT** the Department of City Planning Findings as detailed on page 8 of this report; and
- 3) **APPROVE** the proposed zone change at 4164 Dane Avenue from Manufacturing General (MG) to Planned Development (PD) including the Concept Plan and Development Program Statement in Northside.

Respectfully submitted:

A handwritten signature in black ink, appearing to read "S McLean".

Samantha McLean, City Planner  
Department of City Planning

Approved:

A handwritten signature in blue ink, appearing to read "K Keough-Jurs".

Katherine Keough-Jurs, AICP, Director  
Department of City Planning

# Proposed Zone Change from Manufacturing General to Planned Development in Northside

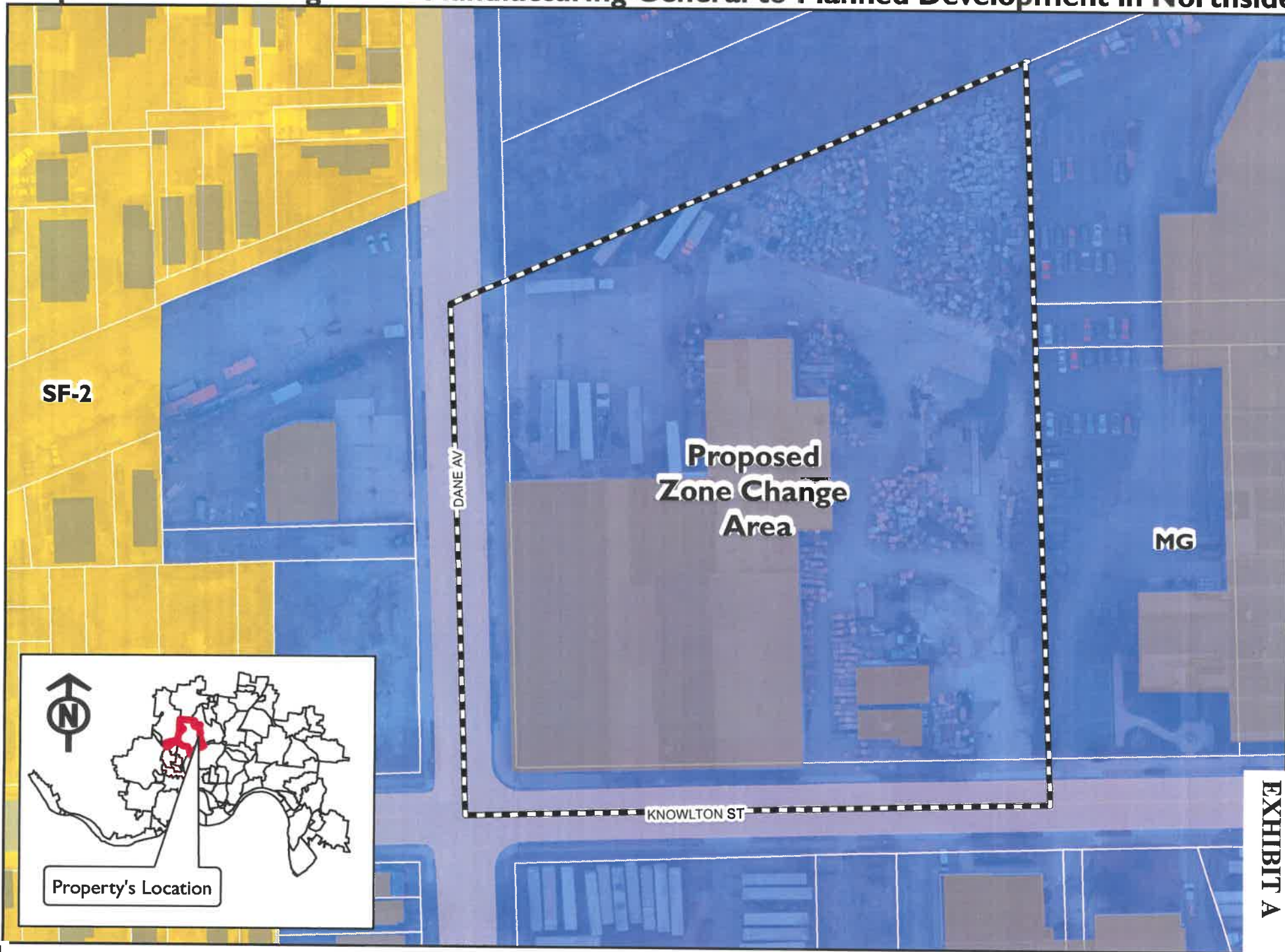


EXHIBIT A



## EXHIBIT B

### PETITION FOR CHANGE OF ZONING OF PROPERTY LOCATED IN THE CITY OF CINCINNATI, OHIO

To: The Honorable Council of the City of Cincinnati

Date: 11/18/20

I hereby request your Honorable Body to amend the Zoning Map of the City of Cincinnati by changing the area described in the attached legal documentation and depicted on the attached plat from the MG Zone District to the PD Zone District.

Location of Property (Street Address): 4164 DANE AVENUE, CINCINNATI OH 45223

Area Contained in Property (Excluding Streets): 3.4 ACRES

Present Use of Property: MANUFACTURING

Proposed Use of Property & Reason for Change: MANUFACTURING AND MULTI-FAMILY RESIDENTIAL (SEE DEVELOPMENT PROGRAM STATEMENT)

Property Owner's Signature: 

Name Typed: Chris Eubank

Address: 4164 Dane Avenue Phone: 8599910855  
Cincinnati, OH 45223

Agent Signature: \_\_\_\_\_

Name Typed: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Please Check if the Following Items are Attached

Application Fee \_\_\_\_\_ Copies of Plat \_\_\_\_\_ Copies of Metes and Bounds \_\_\_\_\_

Convey. number: 131817  
 Deed number: 17-406153  
 Instr. number: 17-409006  
 Transfer date: 01/31/2017

Sec. 319.202 R.C.

Sec. 322.02 R.C.

**Dusty Rhodes**

Hamilton County Auditor

Sales amount: 425000.00

003 - Transfer Fee 0.50

050 - Permissive Fee 850.00

202 - Conveyance Fee 425.00

Fee total: 1275.50

Norbert A. Nadel  
 Hamilton County Recorder's Office  
 Doc #: 17-9722 Type: DE  
 Filed: 01/31/17 02:57:15 PM \$28.00  
 Off.Rec.: 13344 01862 F 18 2 450



1334401862Fa

### LIMITED WARRANTY DEED

**E PAUL CORP.**, an Ohio corporation, for valuable consideration paid, grants with limited warranty covenants, subject to and excepting therefrom (i) all non-delinquent real estate taxes and assessments; (ii) public streets and legal highways; (iii) easements, reservations, limitations, conditions, covenants and restrictions of record; (iv) all building and zoning ordinances and other laws, ordinances and regulations of governmental authorities having jurisdiction over the real property; and (v) matters that would be disclosed by an accurate ALTA survey of the real property, to **DANE PROPERTY, LLC**, an Ohio limited liability company, whose tax-mailing address is 7430 Industrial Road, Florence, Kentucky 41042, the following **REAL PROPERTY**:

See the legal description attached hereto as Exhibit A and made a part hereof.

Hamilton County, Ohio Auditor's Parcel No: 222-0018-0001.

Prior Instrument Reference: O.R. Vol. 8195, Page 851 of the Hamilton County, Ohio Records.

EXECUTED this 31<sup>st</sup> day of January, 2017.

**E PAUL CORP.**

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

Edward Paul, President

STATE OF OHIO )  
 COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of January, 2017 by Edward Paul, President of E Paul Corp., an Ohio corporation, on behalf of the corporation.



DANIEL EDWARD REITZ  
 Attorney At Law  
 Notary Public, State of Ohio  
 My Commission Has No Expiration  
 Section 147.03 R.C.

Notary Public

My commission expires: NEVER

This instrument was prepared in its unexecuted form and without benefit of title exam by: Daniel E. Reitz, Esq., Graydon Head & Ritchey LLP, 1900 Fifth Third Center, 511 Walnut Street, Cincinnati, Ohio 45202.

## EXHIBIT "A"

222-18-(1-2-3-4-90) con

SITUATED IN THE CITY OF CINCINNATI, HAMILTON COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF DANE STREET 342.12 FEET NORTH OF THE NORTHEAST CORNER OF DANE AND KNOWLTON STREETS; THENCE SOUTHWARDLY ALONG THE EAST LINE OF DANE STREET 342.12 FEET TO THE NORTHEAST CORNER OF DANE AND KNOWLTON STREETS; THENCE EASTWARDLY ALONG THE NORTH LINE OF KNOWLTON STREET 363 FEET; THENCE NORTHWARDLY PARALLEL TO THE EAST LINE OF DANE STREET 480.60 FEET TO THE SOUTHERLY LINE OF THE B & O RAILROAD COMPANY RIGHT-OF-WAY; THENCE SOUTH 64° 18' WEST ALONG THE SOUTHERLY LINE OF THE B & O RAILROAD COMPANY RIGHT-OF-WAY TO THE PLACE OF BEGINNING

PPN 221-0018-0001

PROPERTY ADDRESS: 4164 DANE AVENUE, CINCINNATI, OHIO

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Map - 1/31/17 RS

CAGIS - \_\_\_\_\_

Order No.: 16-005390





**Abercrombie  
& Associates, Inc.**

Civil Engineering + Surveying

NOVEMBER 24, 2020

**LEGAL DESCRIPTION  
AREA TO BE REZONED  
3.9524 ACRES**

SITUATE IN SECTION 22, TOWN 3, FRACTIONAL RANGE 2, CITY OF CINCINNATI, HAMILTON COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF KNOWLTON AVENUE WITH DANA AVENUE; THENCE ALONG THE CENTERLINE OF DANA AVENUE, NORTH 06°50'00" WEST, 359.54 FEET TO A POINT; THENCE LEAVING THE CENTERLINE OF DANA AVENUE, NORTH 64°18'18" EAST, 418.16 FEET TO A POINT; THENCE SOUTH 06°50'00" EAST, 510.62 FEET TO A POINT IN THE CENTERLINE OF KNOWLTON STREET; THENCE ALONG THE CENTERLINE OF KNOWLTON STREET, SOUTH 85°28'00" WEST, 396.03 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 3.9524 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

I HEREBY CERTIFY THAT THE DESCRIPTION OF THE PROPERTY PROPOSED TO BE DEVELOPED IS A COMPLETE, PROPER AND LEGAL DESCRIPTION THEREOF.

CRAIG T. ABERCROMBIE  
OHIO REGISTERED SURVEYOR #8377

FILE:20-0395.LD1-3.9524AC

8111 Cheviot Road • Suite 200 • Cincinnati, Ohio 45247  
Phone: (513) 385-5757 • Fax: (513) 245-5161  
[www.abercrombie-associates.com](http://www.abercrombie-associates.com)



## EXHIBIT E

Will Yokel, Architect  
Urban Sites  
1209 Sycamore Street  
Cincinnati OH 45202  
will@urbansites.com  
(513) 205-9675

December 18, 2020

Samantha McLean, City Planner  
City of Cincinnati  
805 Central Avenue, Suite 720  
Cincinnati OH 45202  
samantha.mclean@cincinnati-oh.gov  
(513) 352-4886

**Subject: Development Program Statement  
Northside Scholar House  
4164 Dane Ave, Cincinnati OH 45223**

Dear Samantha,

*Please find development program statement revised below for the proposed Planned Development District at 4164 Dane Ave based on feedback from the Staff Conference on December 14, 2020.*

4164 Dane Ave is 3.4 acres across five separate parcels (222-18-1, 2, 3, 4 & 90) owned by Dane Property LLC. At the northeast corner of Knowlton St and Dane Ave is an existing 50,459 SF warehouse building with two accessory structures – 818 SF and 1,301 SF. The remainder of the site is 96,734 SF concrete slab on grade with two loading docks east of the warehouse building connected by a ramp. Urban Sites has a purchase option agreement with Dane Property LLC which is tied to an application with Ohio Housing Finance Agency (OHFA) for a 9% Low-Income Housing Tax Credits (LIHTC) due on February 11, 2021. A threshold requirement for the LIHTC application is that the property be zoned for its intended use which is only achieved with a timely approval of the proposed Planned Development District.

If Urban Sites is awarded the incentive for affordable family housing on May 19, 2021 the development project would move forward and the construction of the site would begin in the summer of 2022. Dane Property LLC would continue operating until Urban Sites closes on the property at the end 2021. If Urban Sites is not awarded the incentive for affordable family housing, the purchase agreement would terminate and Dane Property LLC would continue operating. The Planned Development should also include all regulations for the Manufacturing General zoning district as outlined in Chapter 1413 of the Cincinnati Zoning Code.

The site would be cleared and remediated for Northside Scholar House and a 3-story multi-family residential building would be built at 55,000-70,000 gross square feet. The building would be situated at the southwest corner of the site along Knowlton St and Dane Ave with a setback of 0 to 10 feet. The building would contain 45-55 dwelling units and a preschool at 7,000-9000 square feet. The 149,188 square foot lot would have 1 dwelling unit per 2,712-3,315 square foot lot with 85,000-105,000 square foot open grass area at 57-70%. The site would be regraded after the concrete slab on grade and loading docks are removed at a gradual slope to connect to the existing grades of the adjacent properties. The site would remain relatively flat with 6 feet of elevation change over approximately 500 linear feet from the higher southwest corner of the site to the lower northeast corner of the site. A minimum 5' buffer yard would be provided at abutting properties. The parking lot would be located behind the building with 45-60 parking spaces and access driveways to both Knowlton St and Dane Ave. The building lobby would have a main entrance to the parking lot with a secondary entrance to Knowlton St and a concrete sidewalk behind the building would connect the main entrance and egress stairways around the building to the right of way at Knowlton St and Dane Ave. A play yard amenity would also be connected to the preschool close to the main entrance at 1,500-2,000 square feet.

Northside Scholar House would open in the winter of 2023 as a living-learning program that assists low-income single parents with the support they need to obtain a 4-year degree and better economic outcomes. The program



is modeled after a successful community in Lexington KY that has since grown to 11 other communities in Ohio and Kentucky. Northside Scholar House residents would have to be enrolled as a full-time student at a local university in order to 1) be offered rental subsidy to live in the building, 2) have their children enrolled in a high-quality on-site preschool and 3) be offered programs such as mentorship, financial literacy, and other supports.

The 2014 Northside Comprehensive Land Use Plan under Commercial-Industrial Land Use states, "We welcome community service facilities, day care centers, outdoor recreation and entertainment, park and recreation facilities, public and private schools, religious assembly, residential care facilities, residential if abutting existing residential and special assistance shelters" (Page 52). Urban Sites has reached out to Northside Community Council and Northside Engaged in Sustainable Transformation (NEST) for letters of support with this much needed project.

Sincerely,



William A Yokel, Architect

## INDEX

A001 ZONING SITE PLAN  
A002 DEMO & PROPOSED SITE PLAN  
A101 FIRST FLOOR PLAN  
A102 SECOND & THIRD FLOOR PLAN  
A103 ROOF PLAN

## SUMMARY

**ADDRESS**  
4164 DANE AVENUE, CINCINNATI OH 45223

**DESCRIPTION**  
NORTHSIDE SCHOLAR HOUSE IS A 3-STORY NEW CONSTRUCTION BUILDING WITH 80 DWELLING UNITS AND A PRESCHOOL.

**ZONING & EXISTING**  
DISTRICT  
GENERAL  
USE  
LOT  
MAX HEIGHT  
SETBACK

**MANUFACTURING**  
WAREHOUSE  
137,000 SF  
85'-0"  
0'-0"

**ZONING - PROPOSED**  
DISTRICT  
USE  
LOT  
MAX HEIGHT  
SETBACK

**PLANNED DEVELOPMENT**  
MULTIFAMILY RESIDENTIAL  
187,000 SF  
85'-0"  
0'-0"

**USE GROUP**  
R-2 RESIDENTIAL

**CONSTRUCTION TYPE**  
IIA

**FIRE-RESISTANCE RATING**  
STRUCTURAL FRAME = 1 HR  
BEARING EXTERIOR WALL = 1 HR

**BEARING INTERIOR WALL = 1 HR**  
NON-BEARING INTERIOR WALL = 0 HR  
FLOOR CONSTRUCTION = 1 HR  
ROOF CONSTRUCTION = 1 HR

**FIRE PROTECTION**  
BUILDING EQUIPPED WITH AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE WITH NFPA 13B

**PARKING**  
50 SPACES

**DWELLING UNITS**  
3-BEDROOMS 9 62%  
2-BEDROOMS 9 18%  
TOTAL 18

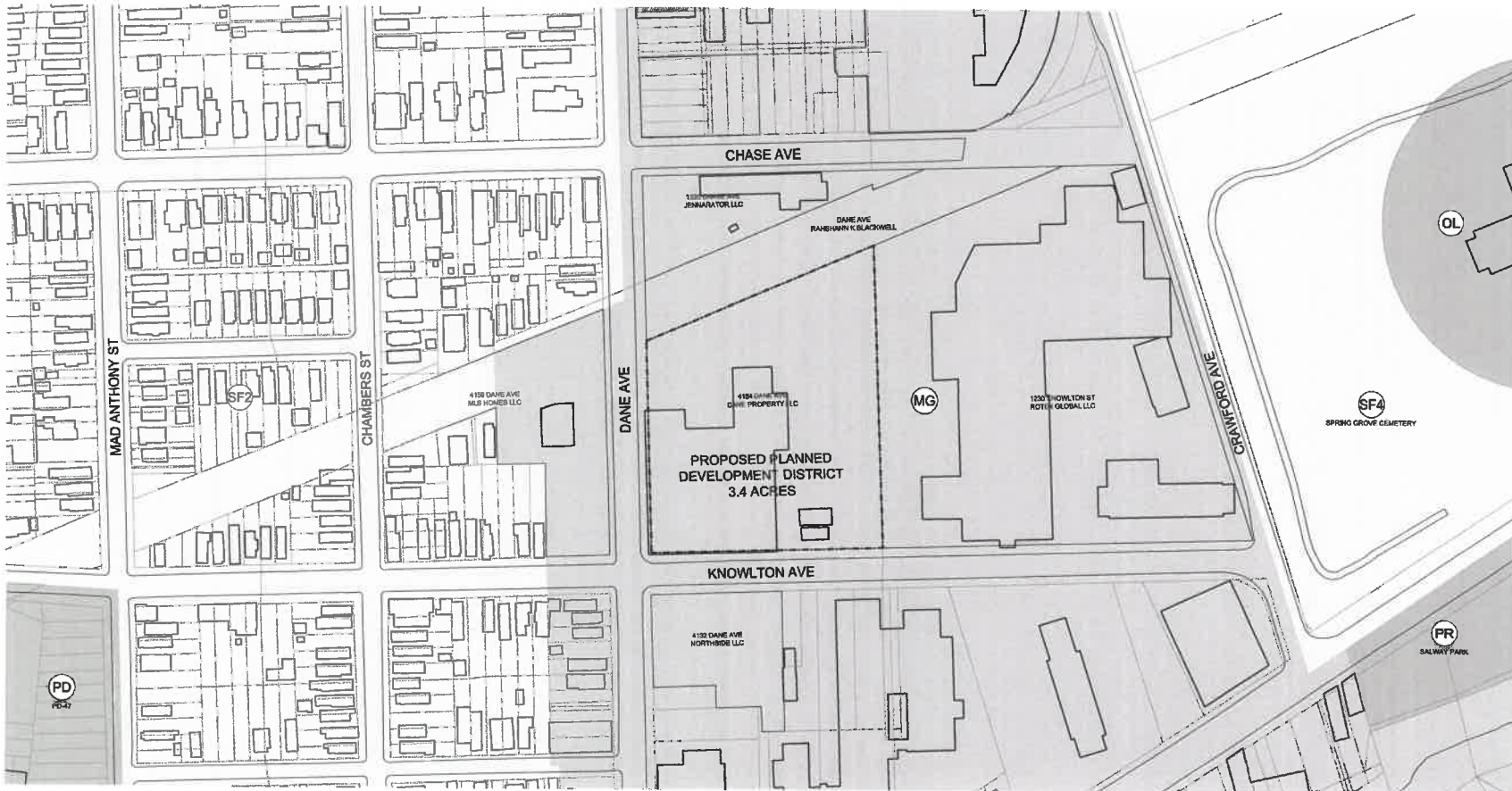
## AREAS

**OFFICE**  
FIRST 21,229  
SECOND 21,330  
THIRD 21,330  
TOTAL 63,889

**PRE-SCHOOL**  
DWELLING UNITS 44,594  
PRESCHOOL 8,108  
CIRCULATION 5,737  
UTILITY 1,650  
STAIR/ELEVATOR 1,443  
TOTAL 61,432

## KEY

- SINGLE FAMILY RESIDENTIAL (2,000 SF)
- SINGLE FAMILY RESIDENTIAL (4,000 SF)
- OFFICE LIMITED
- MANUFACTURING GENERAL
- PLANNED DEVELOPMENT DISTRICT
- PARKS & RECREATION



1 ZONING SITE PLAN

A001 1" = 80'-0"



WILLIAM A. POREK  
LICENSE #101643  
EXPIRES 12/31/2021

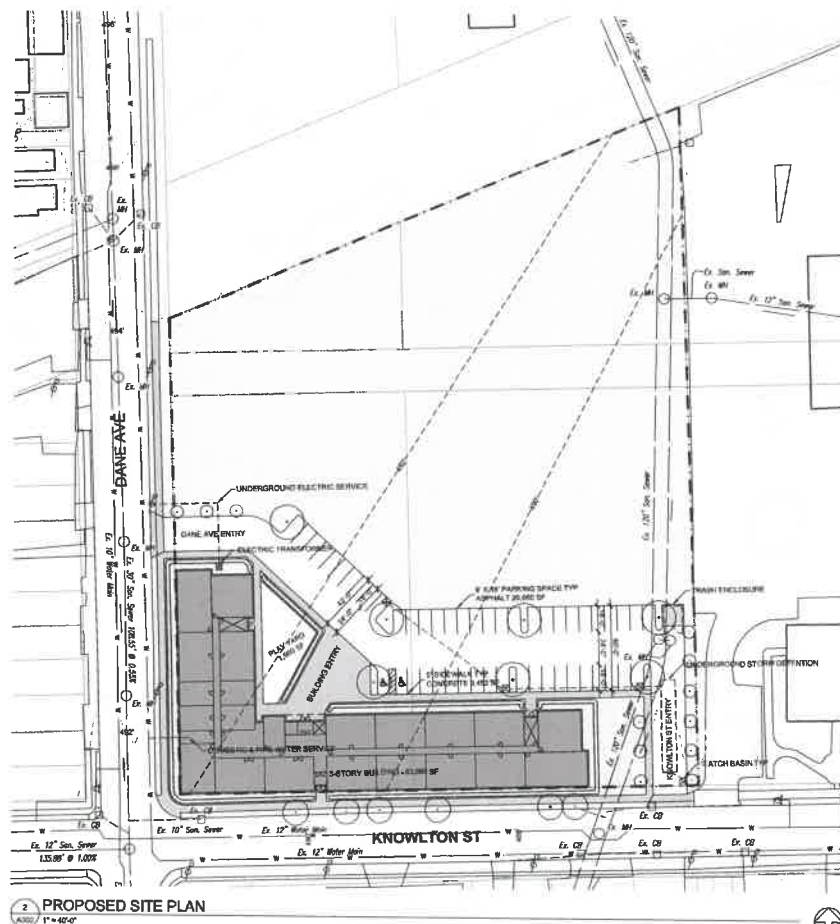
**4164 DANE AVE**  
NORTHSIDE SCHOLAR HOUSE

DRAWING SET  
COORDINATED SITE REVIEW  
DATE 1/1/2021  
BY 1/1/2021

ZONING  
SITE PLAN

**A001**

**EXHIBIT F**



**OWNER**  
DANIE PROPERTY LLC  
7400 INDUSTRIAL ROAD  
FLORENCE KY 41047

**ARCHITECT & CONTRACTOR**  
URBAN BITES CONSTRUCTION LLC  
1209 SYCAMORE STREET  
CINCINNATI OH 45202  
(513) 621-0800



WILLIAM A YOKEL  
LICENSE #1315843  
EXPIRES 12/31/2007

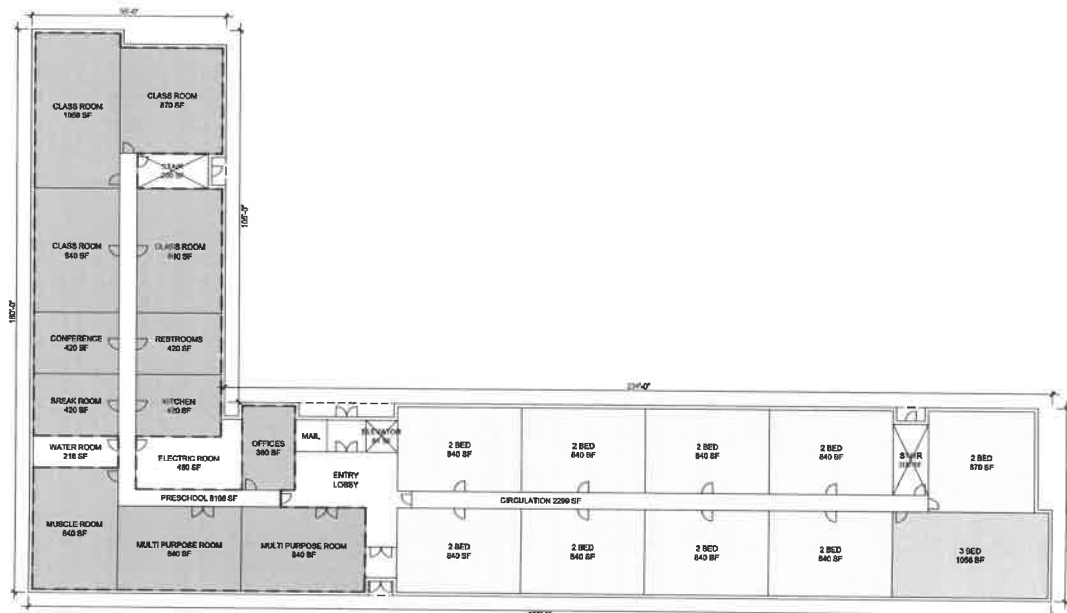
**4164 DANE AVE**  
**NORTHSIDE SCHOLAR HOUSE**

NORTHSIDE SCHOLAR HOUSE

NO.	DATE	DRAWING SET
1	20001118	COORDINATED SITE REVIEW

### DEMO & PROPOSED SITE PLAN

A002



21,220 GSF

**FIRST FLOOR PLAN**  
A101 1/8" = 1'-0"

OWNER  
DANE PROPERTY LLC  
1400 INDUSTRIAL ROAD  
FLORISSANT, WI 53031  
ARCHITECT & CONTRACTOR  
WILLIAM A YORKE  
1000 S CALAVERA STREET  
CHICAGO, IL 60606  
(312) 874-4800



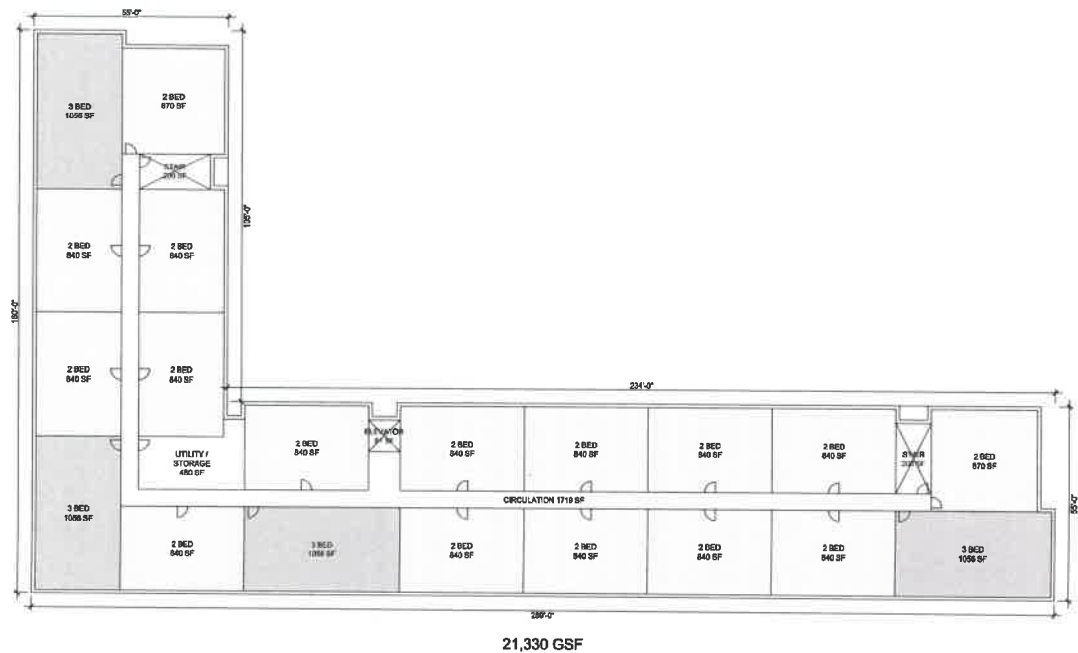
WILLIAM A. YORKE  
LICENSE NO. 81010643  
EXPIRES 12/31/2024

# 4164 DANE AVE NORTHSIDE SCHOLAR HOUSE

DATE	REVISION	DESCRIPTION
1/20/2024	1	COORDINATED SITE REVIEW

**FIRST FLOOR PLAN**

**A101**



1 SECOND & THIRD FLOOR PLAN  
A102 1/8" = 1'-0"

OWNER  
DANE PROPERTY LLC  
1535 BROADWAY, 2ND FLOOR  
KILBURN, KY 41048

ARCHITECT & CONTRACTOR  
WILLIAM A. YOKEL  
1000 W. BROADWAY, 2ND FLOOR  
KILBURN, KY 41048  
(502) 491-1000



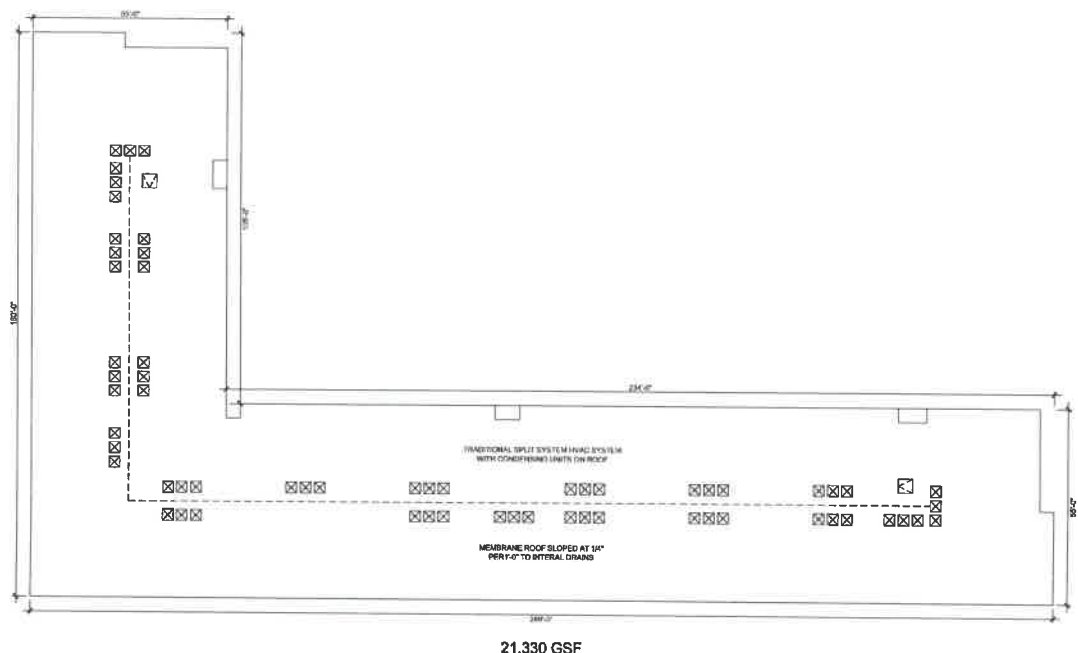
WILLIAM A. YOKEL  
LICENSE NO. 91315643  
EXPIRES 12/31/2021

# 4164 DANE AVE NORTHSIDE SCHOLAR HOUSE

DATE	DESCRIPTION
1/1/2021	COORDINATED SITE REVIEW

SECOND &  
THIRD  
FLOOR PLAN

A102



1 ROOF PLAN  
A103 1/8" = 1'-0"

OWNER  
DANE PROPERTY LLC  
1100 HORTON ROAD  
FLORENCE KY 41042

ARCHITECT & CONTRACTOR  
URBAN ART & DESIGN PROJECTS, LLC  
1305 BYCAMPORE STREET  
CHICAGO, IL 60607  
(312) 671-0000



WILLIAM A. YOREK  
LICENSE #1215843  
EXPIRES 12/31/2021

**4164 DANE AVE**  
**NORTHSIDE SCHOLAR HOUSE**

DATE	2021110	COORDINATED SITE REVIEW
BY	1	

ROOF PLAN

**A103**



**Northside Scholar House Overview**  
**December 3, 2020**

A unique partnership of Cincinnati Union Bethel (CUB), Cincinnati Metropolitan Housing Authority (CMHA), and Urban Sites proposes the construction of Northside Scholar House, a transitional living-learning community that supports single parents enrolled in post-secondary education on their journey to self-sufficiency. To apply to Northside Scholar House, participants must be enrolled full-time in a post-secondary education program, and must send their children to the early childhood education center located in the building. Modeled on a program started in Lexington that has a 15-year track record of success, this will be the fourth Scholar House in the Cincinnati area.

The building will offer the following supports to families:

- **Stable, affordable living:** CMHA will operate approximately 50 units of brand-new, high-quality affordable housing designed specifically for the needs of single-parent families with children. The apartments will be professionally managed by Touchstone Property Services, an affiliate of CMHA. The units will include 41 two-bedroom and 9 three-bedroom units.
- **Education for children:** The first floor of the building will contain the early childhood education center, an approximately 9,000 SF space designed to serve the children living at Scholar House. Cincinnati Union Bethel has been operating high-quality early care for decades, and currently runs the Alice May Easton Scholar House in Walnut Hills, opened in June 2020. The center will include 5 classrooms, music room, commercial kitchen, multipurpose room, and support spaces.
- **Adult Support Program:** Parents will be connected with economic supports including a work-study program, financial aid, mentoring, and other workshops that will assist them in their roles as head-of-household, students, and future employees. Scholar House will offer trainings in other topics including financial literacy, parenting skills, building self-esteem, nutrition, and more, based upon the needs expressed by the parents.

The programs will be offered by a common staff to ensure they are specific to residents' needs.

**Project Goals:**

1. Provide 50 affordable units in Northside, at a time when rents are becoming less affordable in the neighborhood
2. Provide a high-quality, transitional program that provides a strong education for two generations of a family at a time.
3. Replace the current industrial building at the property with a brand-new apartment building.

### Project Features:

1. LEED Silver or higher certification for energy efficiency
2. Proven development team with a strong track record. CMHA and Urban Sites will serve as co-developers. Both organizations have strong experience in delivering affordable and market rate projects on time and under budget.
3. CUB is a leader in providing services to women and families in Cincinnati.

### Development Steps:

The project team will be applying for tax credits from the Ohio Housing Finance Agency (OHFA), which has an annual application deadline of February 11, 2021. In order to apply, the project team will need to show the site is properly zoned for residential use. We are currently working with the city's planning staff to change the zoning to a "Planned Development" (PD), which would allow residential. OHFA will announce tax credit awards on May 19, 2021. Should the project not be awarded by OHFA, our agreement with the owner of the property says the property will stay with the current owner, and we will not proceed with the development.

The project team would like the support of the community for the PD application. We will be attending the Northside Community Council meeting on December 21, 2020. We are early in the development of this project, and the exterior has not been designed yet. We propose to hold two design charrettes with NCC and all interested community members to gather input.

### Timeline:

- December 14, 2020: Public "staff conference" held virtually by City Planning staff to gather input on the project
- January 15, 2021 (tentative): PD application goes before City Planning Commission
- February 10, 2021 (tentative): PD application voted on by City Council
- February 11, 2021: Tax credit due date to OHFA
- May 19, 2021: OHFA award announcement date
- Summer 2021: Project team will hold two design charrettes to obtain community's input on the design of the building
- Summer 2022: Close on financing and start construction
- Fall 2023: Completion of construction, lease-up of building begins

December 11, 2020

Mr. Will Yokel  
Urban Sites  
1209 Sycamore Street  
Cincinnati, OH 45202

Re: 4164 Dane Avenue | Multi-family development (D) – (CPRE200108) Final  
Recommendations

Dear Mr. Yokel,

This letter is to inform you that our CSR Advisory-TEAM and CSPRO Committee has reviewed your proposed project at **4164 Dane Avenue** in the Community of Camp Washington. The information provided is the recommendations of the City of Cincinnati and must be followed as you move forward with your project. As a reminder, we will have a **WebEx conference call meeting** with you on **January 5, 2021 @ 10 am** to discuss this information. Please see the feedback listed below. Thank you for developing within the City of Cincinnati.

#### **City Planning Department**

##### **Immediate Requirements to move the project forward:**

1. The subject property is zoned **Manufacturing General (MG)**. The proposed multi-family housing is not permitted in this zoning district. A zone change is required.
2. The applicant is proposing a zone change to PD. The City Planning Commission and City Council will review the Concept Plan, Development Program Statement, and Zone Change.

##### **Requirements to obtain permits:**

1. A Consolidation Plat should be recorded with Hamilton County.

##### **Recommendations:**

1. The applicant is encouraged to engage the Northside Community Council to discuss the proposed plans for the site. Contact information for the community councils can be found here: <https://bit.ly/CommunityCouncilContacts>.

##### **Contact:**

- **Samantha McLean** | City Planning | 513-352-4886 | [samantha.mclean@cincinnati-oh.gov](mailto:samantha.mclean@cincinnati-oh.gov)

#### **Buildings & Inspections – Zoning**

##### **Immediate Requirements to move the project forward:**

1. The subject property is zoned **Manufacturing General (MG)**. The proposed multi-family housing is not permitted in this zoning district. A zone change would be recommended.

##### **Requirements to obtain permits:**

1. A Consolidation Plat should be recorded with Hamilton County.

##### **Recommendations:**

- None

**Contact:**

- **Walt Moeller** | ZPE | 513-352-3964 | [walter.moeller@cincinnati-oh.gov](mailto:walter.moeller@cincinnati-oh.gov)

**Metropolitan Sewer District (MSD)**

**Immediate Requirements to move the project forward:**

- None

**Requirements to obtain permits:**

1. Your project may change flow to a sewer overflow. Please complete the Request for Availability of Sewer Service Form online. The link to the online form can be found at [http://www.msdbg.org/customer\\_care/development\\_services/index.html](http://www.msdbg.org/customer_care/development_services/index.html)
2. An approved site utility plan will be required for building to receive approved permit.
3. Detention will be reviewed by Jeff Chen at [jeff.chen@cincinnati-oh.gov](mailto:jeff.chen@cincinnati-oh.gov) or 513-244-1357 per Section 303 of the MSD Rules and Regulations. For additional site storm water requirements within the City of Cincinnati, contact the Stormwater Management Utility (SMU) at 513.591.5050.

**Recommendations**

- None

**Contact:**

- **Jim Wood** | MSD | 513-352-4311 | [jim.wood@cincinnati-oh.gov](mailto:jim.wood@cincinnati-oh.gov)

**Stormwater Management Utility (SMU)**

**Immediate Requirements to move the project forward:**

- None

**Requirements to obtain permits:**

1. Detention requirements: SMU will require a detention system for the site per section 12.2 of SMU Rules & Regulations [https://www.cincinnati-oh.gov/stormwater/assets/File/smu\\_rules\\_and\\_regs\(1\).pdf](https://www.cincinnati-oh.gov/stormwater/assets/File/smu_rules_and_regs(1).pdf)
  - Submit detention calculations.
  - Show details of detention structure. Submit shop drawings of detention if tank/vaults are used.
2. Utility Plan:
  - Label all proposed storm lines' size and material.
  - Show downspouts ties to the sewer system. Add note "All downspouts to tie to the sewer system".
  - FYI: SMU does not permit ties into street gutter inlets.
3. Submit a grading plan. Runoff from all pavements must be captured and conveyed to the stormwater system. Only 800 sf of pavement may sheet flow to the public R/W.
4. Submit an Erosion/Sediments control plan.
5. Include SMU standard Plans Notes <https://www.cincinnati-oh.gov/stormwater/construction-and-design/standards/smu-standard-plan-notes-july-2019/>

**Recommendation:**

1. FYI, if the Stormwater system ties into public sewers, SMU will require an As-Built survey at the end of construction. The survey should include the following information:
  - State Plane Coordinates (N,E) for all MH's and Catch Basins
  - Inverts and Top elevations for all MHs and Catch Basins
  - Slopes, sizes, and materials for all storm lines.

**Contact:**

- **Saidou Wane** | SMU | 513-591-7746 | [Saidou.wane@cincinnati-oh.gov](mailto:Saidou.wane@cincinnati-oh.gov)

**Water Works**

**Immediate Requirements to move the project forward:**

- None

**Requirements to obtain permits:**

1. The development is receiving water service from the following:

Branch No.	Branch Size	Meter Size	Meter No.
a. H-49945 Lead on the private side	1-1/2"	2"	77254
b. H-76560 Lead on the private side	1-1/2"	1-1/2"	42284
c. H-80138 Fire Branch	6"	1"	DC764

NOTICE: Water Works records indicate the existing private side of the water service lines (H-49945, H-76560) at this site are a Lead Service line. In accordance with CMC Chapter 401 Division M, should be replaced with copper service line if these are to remain. Please contact the GCWW Lead Service Line Replacement Coordinator Kathleen Frey at (513) 591-5068. Please call 513-651-5323 and/or refer to <http://www.cincinnati-oh.gov/water/lead-information/>.

**Recommendations:**

1. Any existing water service branch not to be used for this development, must be properly disconnected at the public water main and at the owner's / developer's expense. Owner would be required to fill out the online Discontinuance Form (FOD) at <https://www.cincinnati-oh.gov/water/engineering-construction/forms-specifications/fod/> authorizing removal of the existing water service branch before any new water service can be sold, or the Certificate of Occupancy will be signed off.
2. The Owner(s)/Developer(s) will need to hire a Greater Cincinnati Water Works certified licensed and bonded plumber and Fire Protection Company to perform the private water service branch design work and installation.
3. The Owner(s)/Developer(s) must have a licensed plumber that is bonded and certified with Greater Cincinnati Water Works and fill out the Online Branch application <https://www.cincinnati-oh.gov/water/engineering-construction/forms-specifications/> for water service.

**Contact:**

- **Rick Roell** | WaterWorks | 513-591-6867 | [richard.roell@gcww.cincinnati-oh.gov](mailto:richard.roell@gcww.cincinnati-oh.gov)

**Fire Department**

**Immediate Requirements to move the project forward:**

- None

**Requirements to obtain Permits:**

The following is needed for the project to be approved by Fire:

1. For this structure confirm that there are at least two fire hydrants that are within 400' from all parts of each structure.
2. The two closest Fire Hydrants are located at 4145 Dane Avenue and 1230 Knowlton Street.
3. Confirm that the closest two hydrants have fire flows of at least 1800 GPM at 20 PSI.

4. Confirm that the Fire Department Connection is within 50' of a fire hydrant.
5. 912.3 Access. Immediate access to fire department connections shall be maintained at all times and without obstruction by fences, bushes, trees, walls or any other fixed or moveable object. Access to fire department connections shall be approved by the fire code official.

**CFPC 1229-13 Access Streets, Roadways or Driveways**

6. Access streets, roadways or driveways where required by Section 1229-11, shall conform to the following:
  - a. The surface shall be of sufficient strength and type to adequately support any fire division apparatus under any weather conditions:
  - b. The curve radii and grade elevations shall be such as to permit any fire department apparatus to negotiate curves and grades under any weather conditions.
7. OFC 503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), except for approved security gates in accordance with paragraph (C)(6)(503.6) of this rule, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm).
8. OFC 503.6 Security gates. The installation of security gates across a fire apparatus access road shall be approved by the fire chief. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times.
9. OFC 503.2.5 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) in length shall be provided with an approved area for turning around fire apparatus.

**Recommendations:**

- None

**Contact:**

- **Robert Hart** | Fire Dept. | 513-357-7597 | [robert.hart@cincinnati-oh.gov](mailto:robert.hart@cincinnati-oh.gov)

**Office of Environment and Sustainability (OES)**

**Immediate Requirements to move forward with project:**

- None

**Requirements to obtain permits:**

1. If this project will receive City qualified incentives, then it must receive OES environmental approval as per Administrative Regulation 30.

**Recommendations:**

1. This site has been operated as an industrial warehouse. To protect the health and safety of construction workers and future occupants, an environmental site assessment should be conducted prior to residential redevelopment. Based on the findings of the assessment, additional investigation and correction action may potentially be needed.
2. Due to the age of the industrial warehouse, asbestos, lead based paint, and other hazardous building materials should be surveyed and, if needed, abatement should be conducted following all applicable regulations prior to its demolition.
3. The development goal should be to earn at a minimum the LEED Certified rating level.
4. Rooftop solar should be considered in the design as a renewable energy source.



5. Site parking should include electric vehicle charging stations.
6. Site parking should include bike racks.
7. Site areas designated for trash carts should also have at least equal space designated for recycling carts.
8. The use of trees in the landscape design should be included to enhance urban forestry.
9. The use of pervious surfaces should be maximized to the extent practical in the design.

**Contact:**

- **Howard Miller** | OES | 513-352-6999 | [howard.miller@cincinnati-oh.gov](mailto:howard.miller@cincinnati-oh.gov)

**Police Department**

**Immediate Requirements to move the project forward:**

- None currently.

**Requirements to obtain permits:**

- No comments.

**Recommendations:**

- None

**Contact:**

- **Katalin Howard** | Police Dept. | 513-352-3298 | [katalin.howard@cincinnati-oh.gov](mailto:katalin.howard@cincinnati-oh.gov)
- **Brandon Kyle** | Police Dept. | 513-564-1870 | [brandon.kyle@cincinnati-oh.gov](mailto:brandon.kyle@cincinnati-oh.gov)

**Health Department**

**Immediate Requirements to move the project forward:**

- None

**Requirements to obtain permits:**

1. A food facility plan review by the Cincinnati Health Department (CHD) will be required if future or current space (or tenant) is licensable (or is currently licensed) as a food service operation (FSO) or retail food establishment (RFE). If licensable, plumbing will not issue permits until CHD has completed the food facility review and approved the project.

**Recommendations:**

1. For assistance in determining whether facility is licensable as an FSO/RFE or not, please contact Trisha Blake.

**Contact:**

- **Trisha Blake** | Health Dept. | 513-352-2447 | [trisha.blake@cincinnati-oh.gov](mailto:trisha.blake@cincinnati-oh.gov)

**Department of Transportation & Engineering (DOTE)**

**Immediate Requirements to move the project forward:**

- None

**Requirements to obtain permits:**

1. Drives should be a minimum 20' wide.
2. Aprons are not to cross property line and are to meet City standards.
3. The existing Dane side is one long drive apron.
  - a. This will need to be removed and replaced with full height curb.

- b. There may be some existing granite curb. Either reset per City standards or remove and deliver to City yard. Concrete curb is acceptable in this location.
- 4. Some existing walk is in bad shape and needs repaired.
  - b. Prefer the whole site have 5' tree lawn - 5' walk
- 5. No plantings in the R/W.
- 6. Work with Urban Forestry, Crystal Courtney at 861-9070 regarding existing street tree removal or new street trees.
- 7. Relocate existing inlet within proposed new driveway.
- 8. All work in the right of way requires a DOTE permit.
- 9. Contact DTEaddress@cincinnati-oh.gov for address assignments prior to submitting for building permits.

**Recommendations:**

- None

**Contact:**

- **Morgan Kolks** | DOTE | 513-352-5285 | [morgan.kolks@cincinnati-oh.gov](mailto:morgan.kolks@cincinnati-oh.gov)

**Buildings & Inspections – Buildings**

**Immediate Requirements to move the project forward:**

- None

**Requirements to obtain permits:**

1. No issues at this time.

**Recommendations:**

- None

**Contact:**

- **Robert Martin** | B&I Plans Exam | 513-352-2456 | [robert.martin@cincinnati-oh.gov](mailto:robert.martin@cincinnati-oh.gov)

**Department of Community & Economic Development (DCED)**

**Immediate Requirements to move the project forward:**

- None

**Requirements to obtain permits:**

- None

**Recommendations:**

- None

**Contact:**

- **Roy Hackworth** | DCED | 513-352-6119 | [roy.hackworth@cincinnati-oh.gov](mailto:roy.hackworth@cincinnati-oh.gov)

**Law Department**

**Immediate Requirements to move the project forward:**

- None

**Requirements to obtain permits:**

- None

**Recommendations:**

1. Review the language contained in the San. Sewer Easement to avoid encroachments.

**Contact:**

- **Charles Martinez** | Law | 513-352-3359 | [charles.martinez@cincinnati-oh.gov](mailto:charles.martinez@cincinnati-oh.gov)

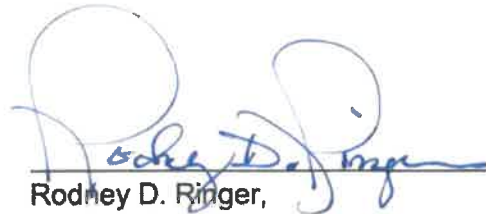
FINAL ACTION: The CSR Advisory-TEAM and CSPRO Committee believes that the proposed project plans are moving in the appropriate direction and recommends that the project move forward to City Planning Commission subject to the following condition.

- **The subject development must follow the requirements listed above to ensure that the development meets the requirements of all agencies as they apply for all permits.**

Sincerely,



Art Dahlberg,  
Director of Buildings and Inspections Department  
& CSPRO Committee Chair



Rodney D. Ringer,  
Development Manager

AD:RDR:hs

Letters attached are in the following order:

- Northside Business Association (January 5, 2021)
- Northsiders Engaged in Sustainable Transformation (NEST) (January 5, 2021)
- Mike Fischer (January 4, 2021) – nearby resident/property owner
- Lisa Meeks (December 8, 2020) – neighborhood business owner and resident/property owner
- Felipe Morales-Torres (December 6, 2020) – neighborhood resident/property owner



**BUSINESS ASSOCIATION**

**NBA President**  
Tim Jeckering

**NBA Vice President**  
Hannah Gedeon

**NBA Secretary**  
Sarah Thomas

**NBA Treasurer**  
Miguel Herrera

**Board of Directors**  
Emily Buddendeck  
Nigel Cotterill  
Cathy Fletcher  
Julia Green  
Michael Heerkens  
James Heller-Jackson  
Kathy Long  
Tommy Rueff  
Victor Williams

<https://welcometonorthside.com/>

January 5, 2021

Samantha McLean, City Planner  
Department of City Planning, City of Cincinnati  
805 Central Avenue, Suite 720  
Cincinnati, Ohio 45202

Re: Proposed Zoning Change from MG to PUD  
4164 Dane Street  
Cincinnati, Ohio 45223

Hello,

Tim Westrich, VP of Affordable Housing at Urban Sites presented the development plans for a Proposed New 50-unit Scholar House to be built at the NE corner of Dane and Knowlton Streets in Northside at the regularly scheduled January Northside Business Association (NBA) General Membership Meeting on 1/4/2021. We understand the existing building at this location will be demolished. The purpose of the presentation was to secure NBA endorsement for a proposed zoning change for this property from the current MG Zoning to the proposed PUD Zoning. We understand the PUD zoning will be in place for (2) years, allowing for the development team to secure adequate funding and community support. If the project does not materialize within the 2-year time frame, the zoning will revert back to MG. The existing-MG based business will be allowed to keep operating during the 2-year time frame allowed for the development team to get the project under construction.

This Scholarship House is being co-developed by Cincinnati Union Bethel, Cincinnati Metropolitan Housing Authority, and Urban Sites. NBA voted to support this zoning change at our January 2021 meeting. Furthermore, NBA supports the co-developer's efforts to attract financing for the project, including applying to Ohio Housing Finance Agency for tax credits, and to the City of Cincinnati for NOFA funds.

NBA is aware the co-developers have committed to convening 2 additional design meetings with the community once NOFA Funds are secured. The purpose of these meetings is to gather input on the exterior design, including massing, exterior materials, landscaping, and other aesthetic features. These meetings are anticipated to occur in late summer 2021, as the building goes through its design process. An optional third design meeting will happen as part of the process of value engineering, anticipated in late 2021.

Please contact me with any questions or comments.

Sincerely,

Tim Jeckering, NBA President



Northsiders Engaged in  
Sustainable Transformation

**Executive Director**

Sarah Thomas

**Board of Directors**

Sara Bedinghaus, President

Pete Metz, Vice President

Nicole Merrill, Secretary

Tom Jackson, Treasurer

Vicki Hayes

Skip Jones

Barry Schwartz

Cindy Sherding

Carl Sterner

Will Yokel

Laila Ammar

Chad Munitz

Rachel O'Malley

[www.NorthsideNEST.org](http://www.NorthsideNEST.org)

1546 Knowlton Street

Cincinnati, OH 45223

Cincinnati Northside Urban  
Redevelopment Corporation,  
dba NEST, is a 501(c)3  
tax-exempt, tax deductible  
non-profit corporation.

January 4<sup>th</sup>, 2021

To Whom It May Concern:

NEST is aware of the proposal to finance and build Northside Scholar House, a 50-unit new construction apartment project at 4164 Dane Ave in the Northside neighborhood of Cincinnati. The Scholar House project is a transitional living-learning community that supports single parents enrolled in post-secondary education on their journey to self-sufficiency. The co-developers for Northside Scholar House are Cincinnati Union Bethel, Cincinnati Metropolitan Housing Authority, and Urban Sites.

Following community engagement sessions and a presentation to our organization, the NEST Board of Directors has voted to strongly support this project. The Scholar House will be a positive development in Northside as it produces affordable family housing, improves the land use in the proposed area and is likely to serve as a catalyst for inclusive housing, improved land use and a spatial connection to the Mill Creek Greenway trail area as a community asset.

Further, NEST supports the co-developers' efforts in attracting financing for the project, including applying to Ohio Housing Finance Agency for tax credits, and to the City of Cincinnati for NOFA funds. NEST also supports the co-developers' Planned Development application to the city, which would allow for residential use at the site.

We are aware that the co-developers have committed to convening two design meetings with the community to gather input on the exterior design, including massing, exterior materials, landscaping, and other aesthetic features. These meetings are anticipated to occur in late summer 2021, as the building goes through its design process. An optional third design meeting will happen as part of the process of value engineering, anticipated in late 2021. We appreciate the developers' commitment to community engagement regarding this project.

Best,

Sarah Thomas,  
NEST Executive Director



## McLean, Samantha

---

**From:** Michael Fischer <fischer.michael.g@gmail.com>  
**Sent:** Monday, January 4, 2021 9:57 AM  
**To:** McLean, Samantha  
**Cc:** Tim Westrich; Will Yokel  
**Subject:** [External Email] Support for Scholar House  
  
**Categories:** CPC/Council

External Email Communication

Ms. McLean,

I am writing in support of the proposed Scholar House in Northside.

I've lived in Northside since 2009 and currently reside at 1316 Knowlton Street, about 200 yards from the proposed project site. I believe this proposal aligns with the 2014 Northside Land Use Plan as well as the current desires and needs of the neighborhood and as such I believe Urban Sites should be granted the PD designation they are seeking. The project proposes to create a substantial amount of sustainably-built affordable housing and reduce blight through the activation of an underutilized site. These characteristics are the basis for my support of Urban Sites and their proposed development.

If you have any questions or concerns, please do not hesitate to contact me.

--

Mike Fischer  
513-604-9589



December 8, 2020

Ms. Samantha McLean

Via email [Samantha.McLean@cincinnati-oh.gov](mailto:Samantha.McLean@cincinnati-oh.gov)

RE: Letter of Support for proposed zone change from Manufacturing General (MG) to Planned Development (PD) at 4164 Dane Avenue in Northside

Dear Ms. McLean:

I am a long-time resident of Northside. My business, Rock Island Realty, is located in Northside. And we have renovated 50+ homes in this community, including our current projects at the corner of Knowlton and Chambers, just a couple of blocks from 4164 Dane. I received notice of the staff conference to gather public comment regarding the proposed zone change that would allow Urban Sites to develop its project at 4164 Dane.

I am not able to attend the virtual meeting, so please include this letter in the comments. I support this project 100%. I have absolute confidence in Urban Sites as I am very familiar with their reputation for excellent work and community development. I can't think of another project that our City and our neighborhood need more than the one proposed. I also plan to attend the Northside Community Council meeting on December 21, 2020, to vote for Northside's official support for the project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lisa Meeks", is written over a horizontal line.

Lisa Meeks, CEO

Rock Island Realty

[lisa@rockislandrealty.com](mailto:lisa@rockislandrealty.com)

513-608-8795

4014 Spring Grove Avenue  
Cincinnati, OH 45223

(513) 952-9200 office  
(513) 952-9201 fax

[info@rockislandrealty.com](mailto:info@rockislandrealty.com)  
[www.rockislandrealty.com](http://www.rockislandrealty.com)

## **McLean, Samantha**

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**From:** Felipe Morales-Torres <felipe.moralestorres@gmail.com>  
**Sent:** Sunday, December 6, 2020 1:37 PM  
**To:** McLean, Samantha  
**Subject:** [External Email] Comments re: Scholar House at 4146 Dane Ave.

External Email Communication

Hi Samantha,

The Northside Community Council forwarded information about the Northside Scholar House to me. I am writing to you to voice enthusiastic support for this project. This is exactly the kind of creative problem solving needed to achieve socio-economic equity in Cincinnati.

Thank you!

Felipe Morales-Torres  
1569 Spring Lawn Ave, Cincinnati, OH 45223

## EXHIBIT J

Will Yokel, Architect  
Urban Sites  
1209 Sycamore Street  
Cincinnati OH 45202  
will@urbansites.com  
(513) 205-9675

January 5, 2021

Samantha McLean, City Planner  
City of Cincinnati  
805 Central Avenue, Suite 720  
Cincinnati OH 45202  
samantha.mclean@cincinnati-oh.gov  
(513) 352-4886

**Subject: Community Engagement  
Northside Scholar House  
4164 Dane Ave, Cincinnati OH 45223**

Dear Samantha,

*Please find community engagement description and outline below for the proposed Planned Development District at 4164 Dane Ave.*

Urban Sites finalized a purchase option with Dane Property LLC for 4164 Dane Ave on November 18, 2020. With co-developers Cincinnati Union Bethel and Cincinnati Metropolitan Housing Authority, we immediately reached out to Northside Engaged in Sustainable Transformation (NEST) Executive Director Sarah Thomas and Northside Community Council (NCC) President Becky Smolenski Finnigan to begin community engagement efforts.

We presented to NEST Board of Directors on December 10, 2020 and received a letter of support for the zoning change and the Low-Income Housing Tax Credit application.

We presented to NCC General Council on December 21, 2020 and will be presenting again on January 25, 2021 to garner a letter of support for the project.

NCC President Smolenski Finnigan also put together a Working Group that includes representatives from NCC, NEST and Northside Business Association (NBA) in which we were able to discuss the project in more detail on December 21, 2020 and December 28, 2020. The Working Group also included Resident Block Captain Anna Donnell who delivered 500 fliers and had 50 conversations with nearby residents which she was able to summarize for our review and consideration at the second meeting.

And finally, we presented to NBA General Membership on January 4, 2020 and received a letter of support from them as well.

In addition to community engagement efforts through NEST, NCC and NBA we've had various individual conversations with the following adjacent property owners: Anna Donnell, Michael Fischer, Abby Friend and Alaina Paszt. Abby Friend encouraged we fill out the Peaslee Neighborhood Centre Equitable Development Rubric which we've done and reviewed with her.

We are dedicated to continuing these discussions with the neighborhood throughout this process and if awarded the Low-Income Housing Tax Credit we are committed to convening two design meetings with the community in late summer 2021 to gather input on the exterior design, including massing, exterior materials, landscaping and other aesthetic features. An optional third design meeting could also happen in late fall 2021 as part of the process of value engineering. Northside Scholar House has been well received by the community and we are excited to be working on a project that will have such a great and needed impact on the neighborhood.

### Community Engagement Outline

11/18/20	Sarah Thomas
11/19/20	Becky Smolenski Finnigan
11/30/20	Alana Paszt
12/1/20	Alana Paszt
12/10/20	NEST Board of Directors
12/14/20	<i>City Public Staff Conference</i>
12/15/20	Becky Smolenski Finnigan
12/21/20	NCC-NEST-NBA Working Group
12/21/20	NCC General Council
12/22/20	Michael Fischer
12/28/20	NCC-NEST-NBA Working Group
12/29/20	Abby Friend
1/4/21	NBA General Membership
1/15/21	<i>City Planning Commission</i>
1/25/21	NCC General Council

Sincerely,



William A Yokel, Architect

## ITEM 4 - Additional Correspondence

### McLean, Samantha

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**From:** Tara Murdock <tlmurdock29@gmail.com>  
**Sent:** Tuesday, January 12, 2021 4:15 PM  
**To:** McLean, Samantha  
**Subject:** Re: [External Email] Dane project

I spoke with Tim voicing my concerns, he was very open listening to what I had to say. My concern is not with the women or children, it's with the boyfriends. I asked him has this been an issue at other locations, he said yes at times. I appreciate him being honest.

My biggest concern is how is this property going to be managed? Having recently left OTR for this reason, I'm gravely concerned because OTR housing did nothing to help the situation. As many times as I spoke with the caseworker & the head of OTR housing, all they said was "It's difficult to evict someone." We finally had to get attorneys involved to evict the young lady across the street who was part of a prostitution/drug ring. It took a year and a half to get her evicted. I lost count of how many times the police/fire department/ambulance was there in the middle of the night dealing with drug overdoses. The same cast of characters would be back at it days later.

I lost count of how many times the police were called due to fights in front of the building. It was constant. These are my concerns.

I said I would feel comfortable if they had an overnight security guard, a physical presence say between the hours of midnight to 5 AM & he said it's not in the budget.

Anyway, I sincerely appreciate you contacting me. If it's planned and managed properly, it can be good for all of us. If this passes, I pray this will be the outcome.

Thank you again Samantha, I look forward to Fridays meeting.

On Tue, Jan 12, 2021 at 12:46 PM Tara Murdock <[tlmurdock29@gmail.com](mailto:tlmurdock29@gmail.com)> wrote:

Thank you Samantha...

On Tue, Jan 12, 2021 at 12:04 PM McLean, Samantha <[Samantha.McLean@cincinnati-oh.gov](mailto:Samantha.McLean@cincinnati-oh.gov)> wrote:

Hi Tara,

Noted! I will sign you up for the meeting. You will receive a link sometime on Thursday.

Best,

Samantha

**Samantha McLean** | City Planner



3650 REDBANK ROAD LLC 400 PIKE ST CINCINNATI OH 45202	4121 DANE LLC 5535 COLERAIN AVE C/O RAW PROPERTY MANAGEMENT CINCINNATI OH 45239	ARMSTRONG TRENELL 9322 ROUND TOP DR CINCINNATI OH 45251
ARNETT KAREN 7373 HICKMAN ST CINCINNATI OH 45231	ASHCRAFT ANTHONY F 1312 VANDALIA AVE CINCINNATI OH 45223	BAKER JAMES H III & JILL K 1301 CHASE AVE CINCINNATI OH 45223
BAKIE ADRIAN 4167 MAD ANTHONY ST CINCINNATI OH 45223	BALTIMORE & OHIO RAILROAD COMPANY 500 WATER ST JACKSONVILLE FL 32202	BLACKWELL RAHSHANN K 693 WINDINGS LN CINCINNATI OH 45220
BOWMAN CHRISTINA 212 S VINE ST HARRISON OH 45030	BRAUCH WESLEY A JR 4251 FERGUS ST CINCINNATI OH 45223	BUCKEYE HOLDINGS LLC 2587 CAMINO CHUECO SANTA FE NM 87505
CHRISTIAN ALEX D 1315 KNOWLTON ST CINCINNATI OH 45223-2124	CINCINNATI CAPITAL PARTNERS 280 LLC P O BOX 2024 CINCINNATI OH 45220	CINCINNATI CAPITAL PARTNERS 280 LLC 161 27TH AVE SAINT PETERSBURG FL 33704
CINCINNATI CAPITAL PARTNERS 344 LLC 42 INDIANA AVE NEWPORT KY 41075	DANE PROPERTY LLC 7430 INDUSTRIAL ROAD FLORENCE KY 41042	DANIELS DAVID 2366 VERA AVE CINCINNATI OH 45237
EDGAR CONSTRUCTION LLC TR OF TRUST 169 9468 TOWNE SQUARE AVE CINCINNATI OH 45242	FENING SOPHIA A & JONATHAN R LUZ MEDINA 1312 BOYD ST CINCINNATI OH 45202	FISCHER MICHAEL G & EMILY VERBA 4143 DANE AVE CINCINNATI OH 45223
GREENE SHARON L 4122 CHAMBERS ST CINCINNATI OH 45223-2155	HAMILTON COUNTY COMMRS BOARD OF 138 E COURT ST ROOM 603 CINCINNATI OH 45202	HAMILTON COUNTY LAND REUTILIZATION CORPORATION 3 EAST FOURTH ST STE 300 CINCINNATI OH 45202
HAT TRICK HOMES LLC P O BOX 255 MAINEVILLE OH 45039	HOME CPR LLC 7723 TYLERS PLACE BLVD #293 WEST CHESTER OH 45069	JENNARATOR LLC 1675 BRUNNERWOOD DR CINCINNATI OH 45238
JONES JORDAN 1308 CHASE AVE CINCINNATI OH 45223	JOSHI BHAVIK R 1307 CHASE AVE CINCINNATI OH 45223	KARAUS RICHARD E 1308 APJONES ST 2ND FL CINCINNATI OH 45223

KINKELE MICHELE  
1315 VANDALIA AVE  
CINCINNATI OH 45223-2523

KLISH MARTIN & DARAL D WALKEJ  
1311 BOYD ST  
CINCINNATI OH 45223-2113

KOMER JEREMY  
1325 CHASE AVE  
CINCINNATI OH 45223

MASON LEROY  
4176 CHAMBERS ST  
CINCINNATI OH 45223-2172

MAYNARD SHAILAH & JOHN MICHAEL  
STANKOVICH  
448 MYRTLE AVE  
#2

MCINTOSH BEN R  
4162 CHAMBERS ST  
CINCINNATI OH 45223-2172

MCMULLEN JOHN  
477 BRANCH HILL  
LOVELAND OH 45140

BROOKLYN NY 11205  
MEYER ROBERT J  
4172 CHAMBERS ST  
CINCINNATI OH 45223-2172

MILLER DARNELL KALEN  
2270 MADISON RD  
UNIT 32  
CINCINNATI OH 45208

MLS HOMES LLC  
4159 DANA AVE  
CINCINNATI OH 45223

MLS HOMES LLC  
4159 DANE AVE  
CINCINNATI OH 45223

MM RETIREMENT PROPERTIES LLC  
3189 PRINCETON RD  
# 298  
HAMILTON OH 45011

MOUCH DANIEL J  
4636 HOWARD AVE  
CINCINNATI OH 45223

MURDOCK TARA  
4173 DANE AVE  
CINCINNATI OH 45223

MURPHY MICHAEL J  
8809 BLUEJAY VIEW DR  
CLEVES OH 45002

NORTHSIDE LLC  
10801 EVENDALE DR  
CINCINNATI OH 45241

OHANA PROPERTIES LLC  
4141 ROSE HILL AVE  
CINCINNATI OH 45223

OMEARA WILLIAM F IV  
1310 KNOWLTON ST  
CINCINNATI OH 45223

ORLOWSKI ANDREA J & CHRISTINA N  
GORSUCH  
1321 CHASE AVENUE  
CINCINNATI OH 45223

P J FRENCH PROPERTIES LLC  
10289 WILLOW DR  
LOVELAND OH 45140

PORGIEMAN PROPERTIES INC  
PO BOX 58279  
CINCINNATI OH 45258

RE PARTNERS LLC  
4275 SPRING GROVE AVE  
CINCINNATI OH 45223

REAJ INVESTMENTS LLC  
2344 KEMPER LN  
UNIT 68011  
CINCINNATI OH 45206

RED DOG REALTY LLC  
4014 SPRING GROVE AVE  
CINCINNATI OH 45223

RIDDICK ERICA M  
1314 VANDALIA AVE  
CINCINNATI OH 45223

ROE-BLEH AMBER M  
4141 DANE AVE  
CINCINNATI OH 45223

ROTEX GLOBAL LLC  
1230 KNOWLTON ST  
CINCINNATI OH 45223

SALVATION ARMY THE  
4220 DANE AVE  
CINCINNATI OH 45223

SAWYER DAVID  
7335 PARK AVE  
CINCINNATI OH 45231

SCHNEIDER NICHULAS & SAMUEL  
4133 DANE AVE  
CINCINNATI OH 45223

SHAW ROBERT & DEBBIE  
4170 CHAMBERS ST  
CINCINNATI OH 45223

SINCLAIR THOMAS  
3458 RUTHER AVE  
CINCINNATI OH 45217

SPIKE PROPERTIES LLC  
1326 KNOWLTON ST  
CINCINNATI OH 45223

STANKOVICH JOHN MICHAEL &  
SHAILAH MAYNARD  
1311 CHASE AVE  
CINCINNATI OH 45223

T & J NORTHSIDE PROPERTIES LLC  
1234 ELLIS ST  
CINCINNATI OH 45202

UNGER CAROLYN J  
7695 GAINES RD  
CINCINNATI OH 45239

WEYBRIDGE PROPERTIES LLC  
7672 MONTGOMERY RD  
#211  
CINCINNATI OH 45236

WIETHE LAUREN A  
1309 KNOWLTON ST  
CINCINNATI OH 45223

WIZER MICHAEL  
1 MOLINE CT  
CINCINNATI OH 45223

WYNN MONROE JR & MARY B  
4135 DANE AVE  
CINCINNATI OH 45223-1851

URBAN SITES  
1209 SYCAMORE ST  
CINCINNATI OH 45202

NORTHSIDE COMMUNITY COUNCIL  
PO BOX 19398  
CINCINNATI OH 45219

February 2, 2021

**To:** Mayor and Members of City Council 202100195  
**From:** Paula Boggs Muething, City Manager  
**Subject:** Emergency Ordinance – Amending Zoning at 548 and 588 Blair Avenue in Avondale

---

Transmitted is an Emergency Ordinance captioned:

**AMENDING** the official zoning map of the City of Cincinnati to rezone certain real property commonly known as 548 and 588 Blair Avenue from the RMX, “Residential Mixed,” zoning district to the RM-0.7, “Residential Multi-Family,” zoning district to facilitate the development of a multi-family apartment building in the Avondale neighborhood.

The City Planning Commission recommended approval of the amendment at its January 15, 2021 meeting.

**Summary:**

The petitioner, Kingsley + Company, requests a zone change at 548 and 588 Blair Avenue in Avondale from RMX (Residential Mixed) to RM-0.7 (Residential Multi-family) to permit the construction of a four-story, multi-family residential building with 44 units. The subject property is 1.291 acres and located just west of the intersection of Reading Road and Blair Avenue. The area is characterized by a mix of single-family and multi-family housing. Under the current zoning, the desired four-story height and multi-family building would not be permitted. RM-0.7 is being requested in order to permit the development at its proposed density and height.

The City Planning Commission recommended the following on January 15, 2021, to City Council:

**APPROVE** the proposed zone change from RMX (Residential Mixed) to RM-0.7 (Residential Multi-family) at 548 and 588 Blair Avenue in Avondale.

cc: Katherine Keough-Jurs, AICP, Director, Department of City Planning



## EMERGENCY

City of Cincinnati

JRS *AWB*

# An Ordinance No. \_\_\_\_\_ - 2021

AMENDING the official zoning map of the City of Cincinnati to rezone certain real property commonly known as 548 and 588 Blair Avenue from the RMX, "Residential Mixed," zoning district to the RM-0.7, "Residential Multi-Family," zoning district to facilitate the development of a multi-family apartment building in the Avondale neighborhood.

WHEREAS, Kingsley + Company ("Petitioner") has petitioned to rezone the real property located at 548 and 588 Blair Avenue in the Avondale neighborhood ("Property") from the RMX, "Residential Mixed," zoning district to the RM-0.7, "Residential Multi-Family," zoning district; and

WHEREAS, rezoning the Property to the RM-0.7, "Residential Multi-Family," zoning district would allow the Petitioner to construct a four-story apartment building containing 44 units that the Petitioner intends to offer to residents making 30-60% of the Area Median Income; and

WHEREAS, the adjacent properties to the north and east of the Property are currently located in the RM-0.7, "Residential Multi-Family," zoning district, and thus rezoning the Property to the same zoning district would allow it to be developed and operated in a manner that is consistent with the development of those adjacent properties; and

WHEREAS, the proposed zone change is consistent with the *Avondale QOL: Avondale's Quality of Life Movement* (2020), which identifies the Property for future residential use in the Future Land Use Map (p. 65) and contains the Goal to "[r]evitalize Avondale with a diverse quality housing stock which meets the needs of existing seniors, owners and renters and attracts new residents" (p. 86); and

WHEREAS, the proposed zone change is further consistent with the Live Initiative Area of *Plan Cincinnati*, specifically the Goal to "[p]rovide a full spectrum of housing options, and improve housing quality and affordability" (p. 164) and the Strategy to "[o]ffer housing options of varied sizes and types for residents at all stages of life" (p. 169); and

WHEREAS, at its regularly scheduled meeting on January 15, 2021, the City Planning Commission determined that the proposed zone change is in the interest of the public's health, safety, morals, and general welfare, and it recommended rezoning the Property from the RMX, "Residential Mixed," zoning district to the RM-0.7, "Residential Multi-Family," zoning district; and

WHEREAS, a committee of Council held a public hearing on the proposed rezoning of the Property following due and proper notice pursuant to Cincinnati Municipal Code Section 111-1, and the committee approved rezoning the Property, finding it in the interest of the public's health, safety, morals, and general welfare; and

WHEREAS, the Council resolves to rezone the Property from the RMX, "Residential Mixed," zoning district to the RM-0.7, "Residential Multi-Family," zoning district, finding it to be in the interest of the public's health, safety, morals, and general welfare; now, therefore,

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

Section 1. That the shape and area of the City of Cincinnati's official zoning map in the location of the real property located at 548 and 588 Blair Avenue in the Avondale neighborhood, shown on the map attached hereto as Exhibit "A" and incorporated herein by reference, and being more particularly described on the legal description contained in Exhibit "B" attached hereto and incorporated herein by reference, is hereby amended from the RMX, "Residential Mixed," zoning district to the RM-0.7, "Residential Multi-Family," zoning district.

Section 2. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is immediate need to allow the petitioner to proceed with its development plans so that the City may receive and enjoy the corresponding benefits at the earliest possible date.

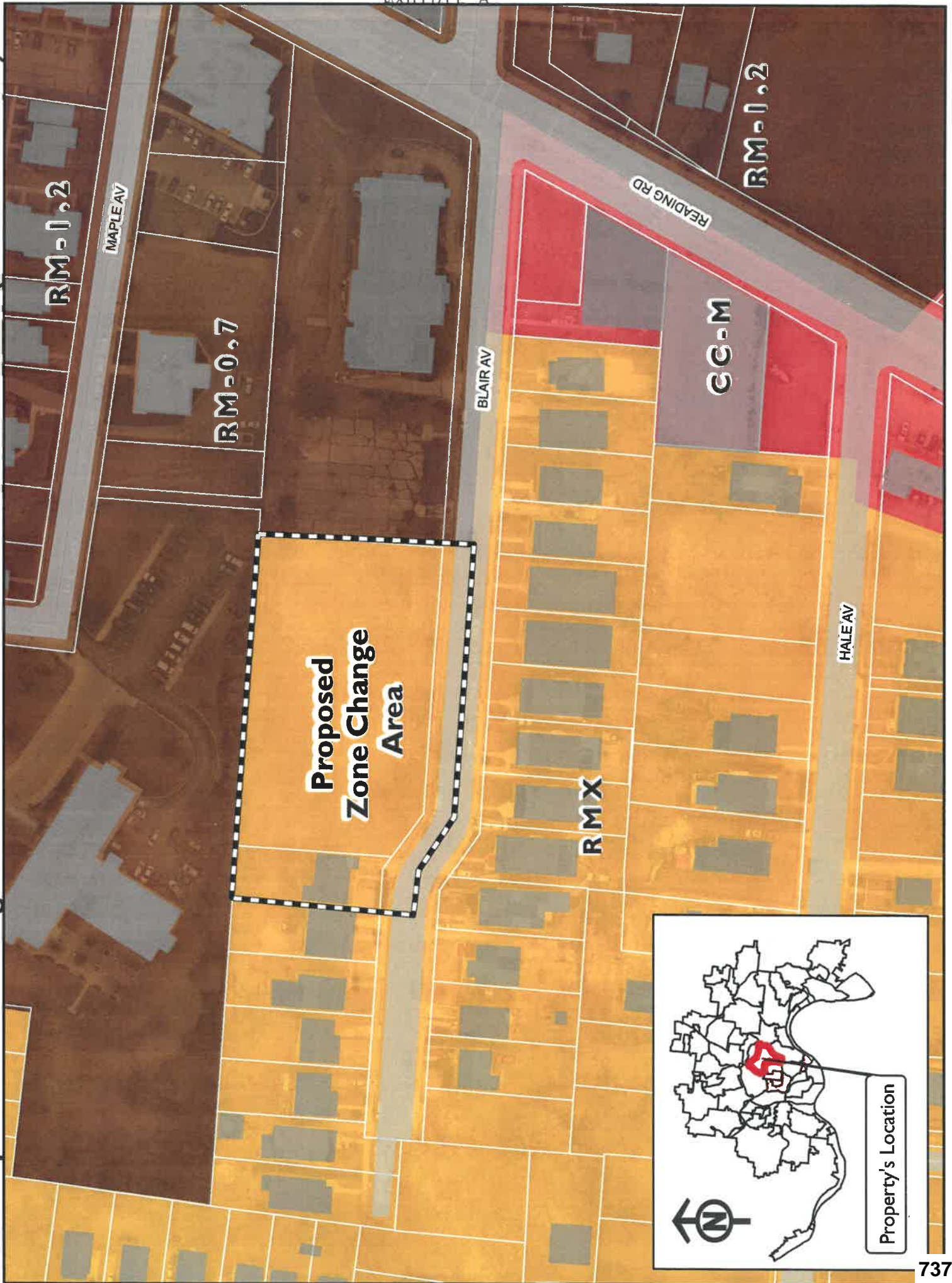
Passed: \_\_\_\_\_, 2021

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

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



**Proposed Zone Change at 548 and 588 Blair Avenue in Avondale (RMX to RM-0.7)**





GPS Surveying • 3D Laser Scanning

**1.2910 Acres – Area to be Reclassified**

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

**COMMENCING** at the intersection of the centerlines of Blair Avenue and Reading Road;

Thence along the centerline of said Blair Avenue, North 85°57'27" West, 380.07 feet to the **POINT OF BEGINNING**;

Thence along the centerline of said Blair Avenue the following three (3) courses:

1. North 85°57'27" West, 237.51 feet,
2. North 53°51'27" West, 59.73 feet,
3. North 85°57'27" West, 27.70 feet,


Thence leaving the centerline of said Blair Avenue, North 04°24'33" East, 152.00 feet;

Thence South 85°57'27" East, 314.46 feet;

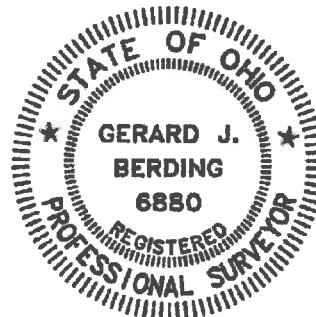
Thence South 03°55'33" West, 183.74 feet to the **POINT OF BEGINNING**.

**Containing 1.2910 Acres** to be reclassified.

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

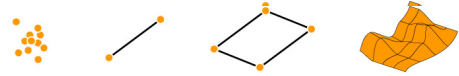
  
Gerard J. Berding, P.S. - 6880

December 2, 2020  
Date



G.J. Berding Surveying, Inc.

741 Main Street • Milford, OH 45150 • 513 831 5505 tel • 513 831 6761 fax • [www.berdingsurveying.com](http://www.berdingsurveying.com)



## 1.2910 Acres – Area to be Reclassified

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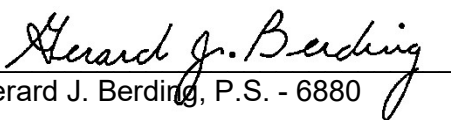
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Thence South  $85^{\circ}57'27''$  East, 314.46 feet;

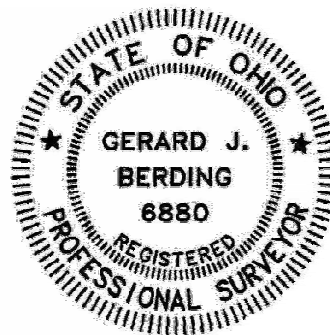
Thence South  $03^{\circ}55'33''$  West, 183.74 feet to the **POINT OF BEGINNING**.

**Containing 1.2910 Acres** to be reclassified.

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

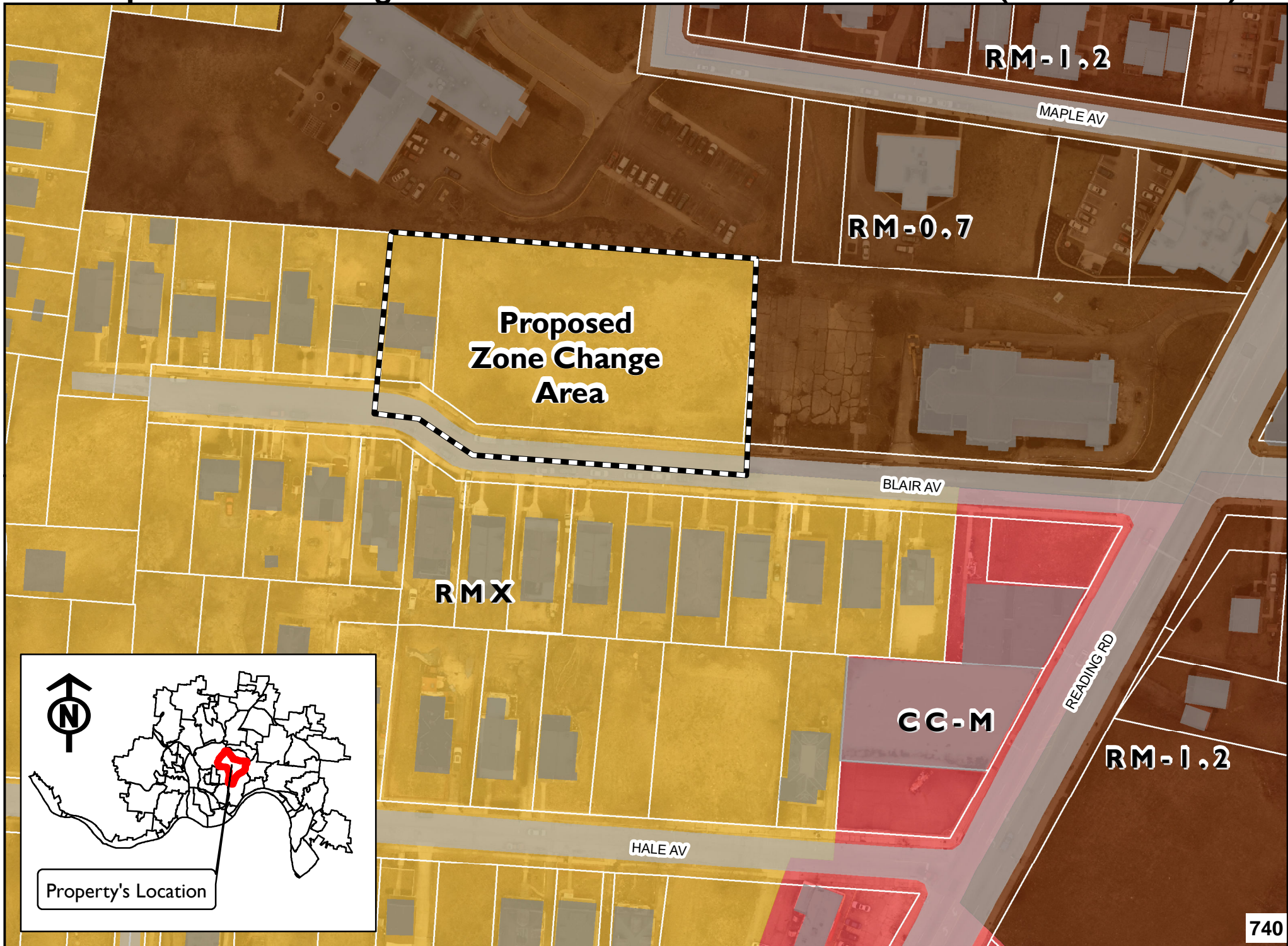
  
Gerard J. Berding, P.S. - 6880

December 2, 2020  
Date





# Proposed Zone Change at 548 and 588 Blair Avenue in Avondale (RMX to RM-0.7)



February 2, 2021

To: Nicole Crawford, Office of the Clerk of Council

From: Katherine Keough-Jurs, AICP, Director, Department of City Planning *KJS*

Copies to: Samantha McLean, City Planner, Department of City Planning

Subject: Scheduling of Emergency Ordinance – Amending Zoning at 548 and 588 Blair Avenue in Avondale

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The above referenced Emergency Ordinance is to be scheduled for the Economic Growth and Zoning Committee. This item has been requested to be placed on the February 2, 2021 Economic Growth and Zoning Committee meeting following the required two-week notification period.

Included in this submission are the following items:

- 1) The transmittal letter to the Mayor and City Council;
- 2) A copy of the City Planning Commission staff report dated January 15, 2021;
- 3) The Ordinance amending the official zoning map;
- 4) Mailing labels for the notice of the public hearing at the Economic Growth and Zoning Committee; and
- 5) A copy of the mailing labels for your file.

**SUBJECT:** A report and recommendation on a proposed zone change from RMX (Residential Mixed) to RM-0.7 (Residential Multi-family) at 548 and 588 Blair Avenue in Avondale.

**GENERAL INFORMATION:**

**Location:** 548 and 588 Blair Avenue, Cincinnati, OH 45229 (Exhibit A)

**Petitioner:** Kingsley + Company  
30 West Third Street, Floor 4  
Cincinnati, OH 45202

**EXHIBITS:**

Provided in addition to this report are the following exhibits:

- Exhibit A Location Map
- Exhibit B Zone Change Application
- Exhibit C Zone Change Survey
- Exhibit D Legal Description
- Exhibit E Site Plan, Landscape Plan, and Renderings
- Exhibit F Coordinated Site Review Letter
- Exhibit G Letter from Avondale Community Council

**BACKGROUND:**

The petitioner, Kingsley + Company, requests a zone change at 548 and 588 Blair Avenue in Avondale from RMX (Residential Mixed) to RM-0.7 (Residential Multi-family) to permit the construction of a four-story, multi-family residential building with 44 units. The subject property is 1.291 acres and located just west of the intersection of Reading Road and Blair Avenue. The area is characterized by a mix of single-family and multi-family housing.

The subject property is currently zoned RMX (Residential Mixed). The RMX zone is intended to create, maintain, and enhance areas of the city that have a mix of lot sizes and house types at moderate intensities (one to three dwelling units). Existing multi-family buildings of four or more units are acknowledged but new construction is not permitted. This zone permits heights up to 35 feet or approximately three stories.

The proposed zone is RM-0.7 (Residential Multi-family). This zoning subdistrict is the most intense residential district and it will normally consist of tall multi-family or condominium structures. The character is intended to be urban and should be used where high intensity residential is needed to provide a residential base for important commercial areas. This zone does not have a maximum height for multi-family buildings and therefore would permit the proposed four-story, multi-family building.

**ADJACENT LAND USE AND ZONING:**

The subject properties are currently zoned RMX (Residential Mixed) as shown on the attached map (Exhibit A). The zoning and land uses surrounding the subject properties are as follows:



**North:**

Zoning: Residential Multi-family (RM-0.7)  
Existing Use: Multi-family residential

**East:**

Zoning: Residential Multi-family (RM-0.7)  
Existing Use: Vacant (to be multi-family residential for Blair Lofts Phase I)

**South:**

Zoning: Residential Mixed (RMX)  
Existing Use: Single-family and multi-family residential

**West:**

Zoning: Residential Mixed (RMX)  
Existing Use: Single-family and multi-family residential

**PROPOSED DEVELOPMENT:**

The proposed development is the second phase in the Blair Lofts project. Blair Lofts Phase I is located adjacent to the subject property to the east at the intersection of Reading Road and Blair Avenue. Blair Lofts Phase I consists of a four-story, multi-family building with 64 affordable units at 30-60% AMI and a parking lot. It received Low Income Housing Tax Credits (LIHTC) in May 2020. Blair Lofts Phase I is located within the RM-0.7 zoning district which is the proposed zoning district for the subject property.

Blair Lofts Phase II is designed to complement the first phase of the project. The proposed development would consist of a four-story, multi-family building with 44 units and a parking lot with 65 spaces (Exhibit E). The multi-family building is situated to have a minimal setback along Blair Avenue. Vehicles would enter the parking lot at the rear of the lot behind the building by a driveway on the far west of the site. 6,155 square feet of the site will remain as open space and will be landscaped with a variety of non-invasive, native, drought tolerant, and adaptive plant and tree species.

The petitioner plans to apply for LIHTC in February 2021. The affordability standards will be similar to Blair Lofts Phase I. The units will be reserved for residents making 30-60% of the Area Median Income (AMI).

Under the current zoning, the desired four-story height and multi-family building would not be permitted. RM-0.7 is being requested in order to permit the development at its proposed density and height. If the zone change is approved, all new construction will have to conform to the guidelines set forth in the Cincinnati Municipal Zoning Code in a RM-0.7 zone.

**ECONOMIC INCLUSION:**

The team working on the proposed development is a partnership between the Avondale Development Corporation, Kingsley + Company, a certified MBE, and Gorsuch/Fairfield Home, a certified WBE. The petitioner has an aspirational small business inclusion standard of 30%.

**COORDINATED SITE REVIEW:**

The petitioner submitted their proposed project for Coordinated Site Review as a Preliminary Design

Review in September 2020. The need for a zone change was identified during this process and the Department of City Planning suggested RM-0.7 as an appropriate zoning district for the proposed development.

Other City departments provided feedback and requirements to fulfill prior to permitting. The petitioner will need to work with the Fire Department to confirm adequate access for fire equipment and fire hydrant flows. They will also need to coordinate with Greater Cincinnati Water Works on installing a new water main. These requirements do not impact the zone change itself. All departmental comments can be seen in the feedback letter (Exhibit F).

**PUBLIC COMMENT:**

The Department of City Planning held a virtual public staff conference on this proposed zone change on December 17, 2020. Notices were sent to property owners within a 400-foot radius of the subject properties and the Avondale Community Council. There were nine members of the petitioner's team present including their project partners, the Avondale Development Corporation and Fairfield Homes, in addition to five community members. The community members consisted of nearby property owners and representatives from the Avondale Community Council. The Zoning Administrator and City staff from the Department of Community and Economic Development were also in attendance.

The representatives from the Avondale Community Council shared their support for the project, noting the need for affordable housing in the neighborhood and explaining the petitioner's engagement with the community starting in 2015. A nearby property owner expressed concerns about the proposed development, specifically the scale of the development and its effect on parking, traffic circulation, and nearby properties. The property owner inquired about if the building could be setback further from Blair Avenue. The petitioner explained that the building is situated in order to maximize the number of units; additionally, all parking is proposed to be located on the subject property. The petitioner's team also explained that they would be working with City departments to ensure that all requirements were met prior to permitting and that they would be open to working with the property owner and the Department of Transportation and Engineering on addressing any impact to Blair Avenue.

All property owners within a 400-foot radius of the subject properties and the Avondale Community Council were notified of the City Planning Commission meeting on January 15, 2021, in addition to staff conference attendees. The Avondale Community Council submitted a letter of support for the proposed zone change (Exhibit G). Staff has not received any additional correspondence on the proposed zone change as of January 6, 2021.

The petitioner worked with their partner, the Avondale Development Corporation, on community engagement efforts for Blair Lofts Phase I and will work with them on engagement efforts for Phase II as well. The Avondale Development Corporation has used social media and a webpage on their website to share information about the Blair Lofts project and to solicit questions and comments. The Avondale Development Corporation plans to host quarterly meetings to address the Blair Lofts development, both for Phase I and II, to engage the community throughout the development process.

**CONSISTENCY WITH PLANS:**

*Plan Cincinnati* (2012)

The proposed zone change is consistent with the Live Initiative Area of *Plan Cincinnati*, specifically the

Goal to, “Provide a full spectrum of housing options, and improve housing quality and affordability” (p. 164) and the Strategy to “Offer housing options of varied sizes and types for residents at all stages of life” (p. 169). This zone change would permit a four-story, multi-family building with 44 units of affordable housing. Additionally, the proposed zone change is consistent with the Geographic Principle in *Plan Cincinnati* to “Focus revitalization on existing centers of activity” (p. 86). The subject property is located within the walkable 0.25-mile radius of Avondale’s two Neighborhood Business Districts.

*Avondale QOL: Avondale’s Quality of Life Movement* (2020)

The proposed zone change is consistent with the *Avondale QOL: Avondale’s Quality of Life Movement*, the neighborhood plan for the area. It is specifically consistent with the Goal in the Improving Housing section to “Revitalize Avondale with a diverse quality housing stock which meets the needs of existing seniors, owners and renters and attracts new resident” (p. 86). It is also consistent with the Future Land Use Map which identifies Blair Avenue for residential land use and mixed-use at the Reading Road intersection. The proposed zone change would permit a multi-family building, a residential use, that would support the mixed-use nature of the corridor along Reading Road.

**ANALYSIS:**

The current RMX zone does not permit any new multi-family buildings with four or more units. The requested zone change to RM-0.7 would allow the petitioner to build the proposed four-story, multi-family building with 44 units of affordable housing. The proposed zone change would extend the existing RM-0.7 zoning district, located north and east of the subject property. Reading Road is a major commercial corridor in the neighborhood. Concentrating residential density near the Reading Road and Blair Avenue intersection will support the corridor and the two Neighborhood Business Districts, located within 0.25 miles of the subject property.

The proposed zoning district would permit multi-family housing in a neighborhood that has identified the need for more housing in its neighborhood plan, the *Avondale QOL: Avondale’s Quality of Life Movement* (2020). In addition, the petitioner is working in partnership with the Avondale Development Corporation, and has the support of the Avondale Community Council, two entities intimately familiar with the needs of the neighborhood and its residents.

**CONCLUSIONS:**

The staff of the Department of City Planning supports the proposed change in zoning for the following reasons:

1. The proposed zone is consistent with the existing surrounding built environment with regards to allowable uses, building scale, massing, and adjacent zoning districts.
2. It is consistent with the *Avondale QOL: Avondale’s Quality of Life Movement* (2020) which identifies the subject property for residential use in the Future Land Use Map (p. 65) and has a Goal to “Revitalize Avondale with a diverse quality housing stock which meets the needs of existing seniors, owners and renters and attracts new resident” (p. 86).
3. It is consistent with *Plan Cincinnati* (2012) within the Live Initiative Area, specifically the goal to, “Provide a full spectrum of housing options, and improve housing quality and affordability.”

**RECOMMENDATION:**

The staff of the Department of City Planning recommends that the City Planning Commission take the following action:

**APPROVE** the proposed zone change from RMX (Residential Mixed) to RM-0.7 (Residential Multi-family) at 548 and 588 Blair Avenue in Avondale.

Respectfully submitted:

Approved:

Samantha McLean, City Planner  
Department of City Planning

Katherine Keough-Jurs, AICP, Director  
Department of City Planning

January 20, 2021

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

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

**Subject:** Emergency Ordinance – Major Amendment to the Concept Plan and Development Program Statement for Planned Development #76, Liberty and Elm

---

Transmitted is an Emergency Ordinance captioned:

**APPROVING** a major amendment to the concept plan and development program statement governing Planned Development District No. 76 to amend and restate the existing concept plan and development program statement governing Planned Development District No. 76 and to incorporate certain adjacent property, thereby approving the rezoning of that property from the CC-A, “Commercial Community-Auto,” zoning district to Planned Development District No. 76, in order to facilitate the construction of a new mixed-used development at the northwest corner of W. Liberty Street and Elm Street in the Over-the-Rhine neighborhood.

The City Planning Commission recommended approval of the amendment at its October 2, 2020 meeting.

Summary

Planned Development #76 (PD-76), Liberty and Elm was established by City Council on June 29, 2016 (Ordinance 0251-2016).

The petitioner proposed a zone change (1621 Logan) and a Major Amendment to the Concept Plan and Development Program Statement for Planned Development #76 (PD-76), Liberty and Elm, in Over-the-Rhine. The proposal adds an additional 1.0124 acres into PD-76 along Logan Street and Central Parkway and amends the Concept Plan and Development Program Statement.

On October 2, 2020, the City Planning Commission recommended the following to City Council on the condition that the petitioner obtain approval of all applicable Certificates of Appropriateness as identified by the Urban Conservator in their report to the commission prior to the approval of a final development plan:

1. **APPROVE** the proposed change in zoning at 1621 Logan Street from CC-A (Commercial Community-Auto) to PD-76 (Planned Development #76);
2. **APPROVE** the Major Amendment to the Concept Plan and Development Program Statement for Planned Development #76, Liberty and Elm, as specified on pages 2-3 of the report; and
3. **ADOPT** the Department of City Planning Findings as detailed on page 9 of the report.

cc: Katherine Keough-Jurs, AICP, Director, Department of City Planning



## EMERGENCY

# City of Cincinnati

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

DBS

*BWB*

- 2020

**APPROVING** a major amendment to the concept plan and development program statement governing Planned Development District No. 76 to amend and restate the existing concept plan and development program statement governing Planned Development District No. 76 and to incorporate certain adjacent property, thereby approving the rezoning of that property from the CC-A, "Commercial Community-Auto," zoning district to Planned Development District No. 76, in order to facilitate the construction of a new mixed-used development at the northwest corner of W. Liberty Street and Elm Street in the Over-the-Rhine neighborhood.

WHEREAS, OTR Project Partner, LLC ("Owner"), through its affiliates W Liberty & Elm, LLC, W Liberty & Elm RH, LLC, and OTR BIH, LLC, owns or controls (i) certain real property in the Over-The-Rhine neighborhood within the block generally bound by Elm Street, W. Liberty Street, Logan Street, and Green Street, which property is zoned Planned Development District No. 76 ("PD-76") pursuant to Ordinance No. 251-2016, and (ii) certain real property commonly known as 1621 Logan Street, which property is adjacent to PD-76 and is located within the block generally bound by Logan Street, W. Liberty Street, Central Parkway, and W. Elder Street ("PD-76 Expansion Property"), and which property is currently located in a CC-A, "Commercial Community-Auto," zoning district; and

WHEREAS, the current concept plan and development program statement for PD-76 provides for a mixed-use development consisting of residential dwelling units above ground level retail, office, and restaurant space and adjacent to a surface parking lot; and

WHEREAS, KEAN Development, Buckingham Companies, and the Owner wish to develop the property zoned PD-76 and the PD-76 Expansion Property, and they have petitioned the City to approve a major amendment to the existing concept plan and development program statement governing PD-76 (i) to enlarge the planned development district by incorporating the PD-76 Expansion Property, and (ii) to amend and restate the existing concept plan and development program statement to provide for, among other things, the construction of a new residential building on the PD-76 Expansion Property, an integrated parking garage, and additional residential dwelling units; and

WHEREAS, at its regular meeting on October 2, 2020, the City Planning Commission considered the request for a major amendment to enlarge PD-76 and to amend its existing concept plan and development program statement; and

WHEREAS, the City Planning Commission approved the major amendment to the PD-76 concept plan upon finding that: (i) the newly proposed concept plan and development program statement are consistent with applicable plans and policies and are compatible with surrounding development; (ii) the concept plan and development program enhance the potential for superior



urban design in comparison with the development under the base district regulations that would apply if the plan were not approved; (iii) deviations from the base district regulations applicable to the property at the time of the request for an amendment are justified by compensating benefits of the concept plan and development program statement; and (iv) the concept plan and development program statement include adequate provisions for utility services, refuse collection, open space, landscaping and buffering, pedestrian circulation, traffic circulation, building design, and building location; and

WHEREAS, the City Planning Commission expressly conditioned its approval on the condition that approval of all applicable certificates of appropriateness identified by the Urban Conservator in her report to the commission be obtained prior to the approval of a final development plan; and

WHEREAS, a committee of Council held a public hearing on the request for a major amendment to enlarge PD-76 and to amend its existing concept plan and development program statement, following due and proper notice pursuant to Cincinnati Municipal Code Section 111-1, and the committee approved the major amendment, finding it in the interest of the general public's health, safety, morals, and general welfare; and

WHEREAS, the proposed major amendment is consistent with *Plan Cincinnati* (2012), including its "Compete" goals to "[t]arget investment to geographic areas where there is already economic activity," (p. 115), to "[c]reate a more livable community," (p. 156) and to "[p]rovide a full spectrum of housing options and improve housing quality and affordability" (p. 164); and

WHEREAS, the proposed major amendment is also consistent with the Housing Goal of the *Over-The-Rhine Comprehensive Plan* (2002) to "[e]ncourage and welcome new investment at all levels of the housing market and ensure the long-term sustainability of enough affordable housing to house current residents," (p. 47) and the Transportation Objective to "[e]ncourage more pedestrian friendly roadway and pathway networks" (p. 109); and

WHEREAS, Council considers the proposed major amendment to enlarge PD-76 and to amend its existing concept plan and development program statement to be in the best interest of the City and the public's health, safety, morals, and general welfare; now, therefore,

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

Section 1. That the Council hereby adopts as its own independent findings the Department of City Planning and the Cincinnati Planning Commission's findings that the major amendment to Planned Development District No. 76 ("PD-76") further described herein conforms to the requirements of Cincinnati Municipal Code Sections 1429-05, 1429-09, and 1429-11.

Section 2. That the shape and area of the City of Cincinnati's official zoning map in the location of the real property commonly known as 1621 Logan Street and located within the block generally bound by Logan Street, W. Liberty Street, Central Parkway, and W. Elder Street ("PD-76 Expansion Property"), depicted on the map attached hereto as Exhibit A and incorporated by reference, and being more particularly described on the legal description contained in Exhibit B attached hereto and incorporated by reference, is hereby amended from the CC-A, "Commercial Community-Auto," zoning district to PD-76.

Section 3. That the concept plan and development program statement for PD-76 are hereby amended by deleting the existing development program statement and concept plan, which concept plan and development program statement are more particularly described in Exhibits C and D to Ordinance No. 251-2016, and replacing them with the concept plan and development program statement attached hereto as Exhibit C and incorporated herein by reference.

Section 4. That the use and development of the real property designated as PD-76, including the PD-76 Expansion Property, shall be governed by the concept plan and development program statement for PD-76, as amended herein, for so long as PD-76 remains effective.

Section 5. That should the approval of PD-76 lapse pursuant to Cincinnati Municipal Code Chapter 1429, "Planned Development Districts," the PD-76 Expansion Property shall revert to the CC-A, "Commercial Community-Auto," zoning district in effect immediately prior to the effective date of this ordinance.

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 allow the development of PD-76 to proceed so that the City may receive and enjoy the corresponding benefits at the earliest possible date.

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

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

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

EXHIBIT A

# Proposed Zone Change and Major Amendment for Planned Development #76 (PD-76), Liberty and Elm, in Over-the-Rhine

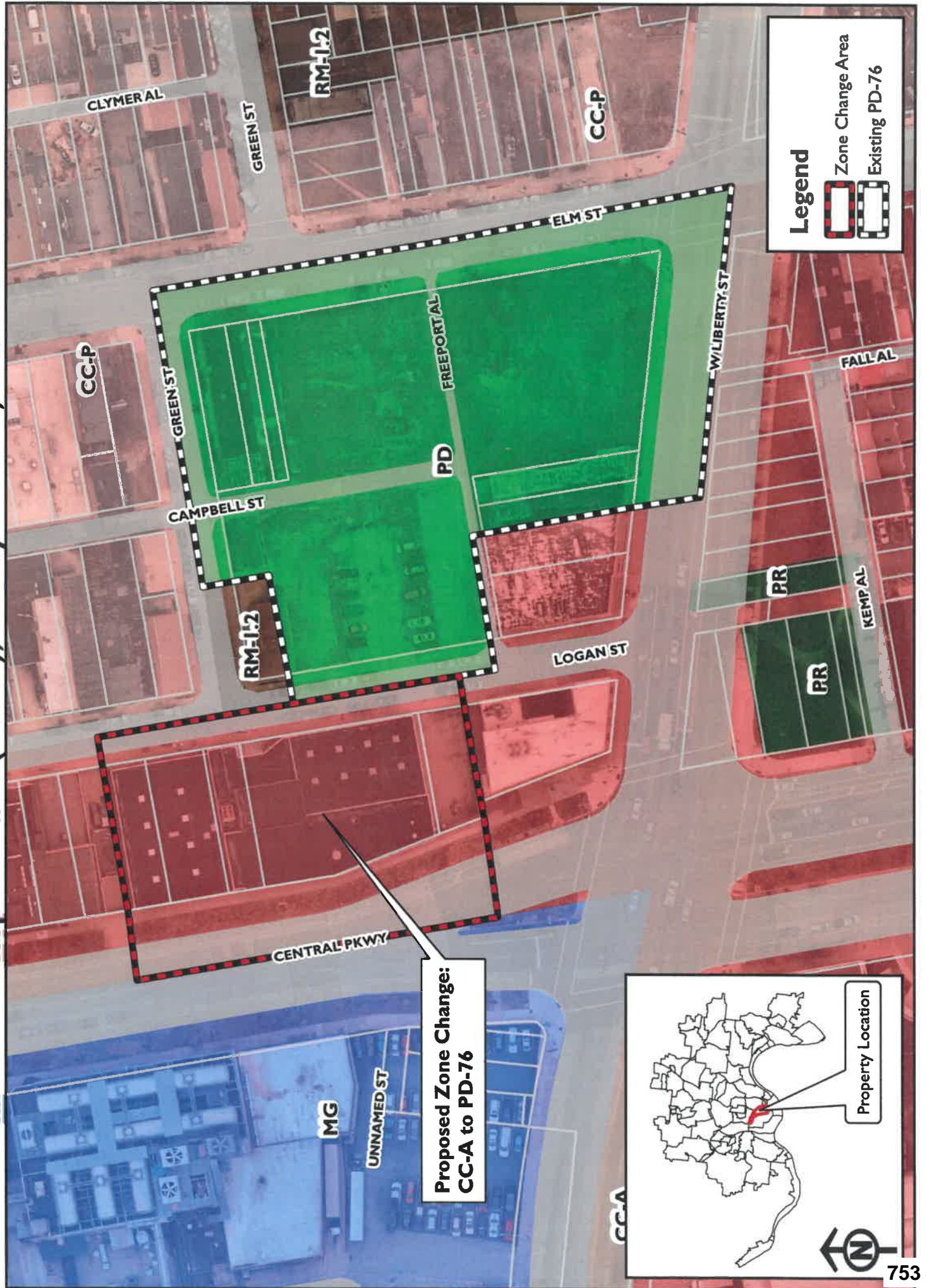


EXHIBIT B



Date: August 18, 2020  
Description: Liberty & Elm  
Major Amendment to PD#76  
Location: City of Cincinnati  
Hamilton County, Ohio



Situated in Section 13, Town 3, Fractional Range 2 Between the Miamis, Mill Creek Township, The City of Cincinnati, Hamilton County, Ohio and being 1.0124 acres to be amended/re-zoned to Planned Development (PD) further described as follows:

Begin at the Intersection of the centerline of Logan Street and Green Street, said intersection being the True Point of Beginning:

thence, from the True Point of Beginning, departing the centerline of said Green Street and with the centerline of said Logan Street, South  $09^{\circ} 53' 39''$  East, 161.67 feet;

thence, departing centerline of said Logan Street, South  $80^{\circ} 00' 21''$  West, 175.00 feet to the centerline of Central Avenue;

thence, with the centerline of said Central Avenue, North  $09^{\circ} 53' 39''$  West, 252.00 feet;

thence, departing the centerline of said Central Avenue, North  $80^{\circ} 00' 21''$  East, 175.00 feet to the centerline of said Logan Street;

thence, with the centerline of said Logan Street, South  $09^{\circ} 53' 39''$  East, 90.33 feet to the True Point of Beginning containing 1.0124 acres of land more or less.

Basis of Bearings: State Plane Coordinates (3402) Ohio South Zone, NAD83(2011).

The above description was prepared from a rezoning exhibit made on August 18, 2020 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio and is a complete, proper and legal description of the property by deeds and plats of record.



EXHIBIT C

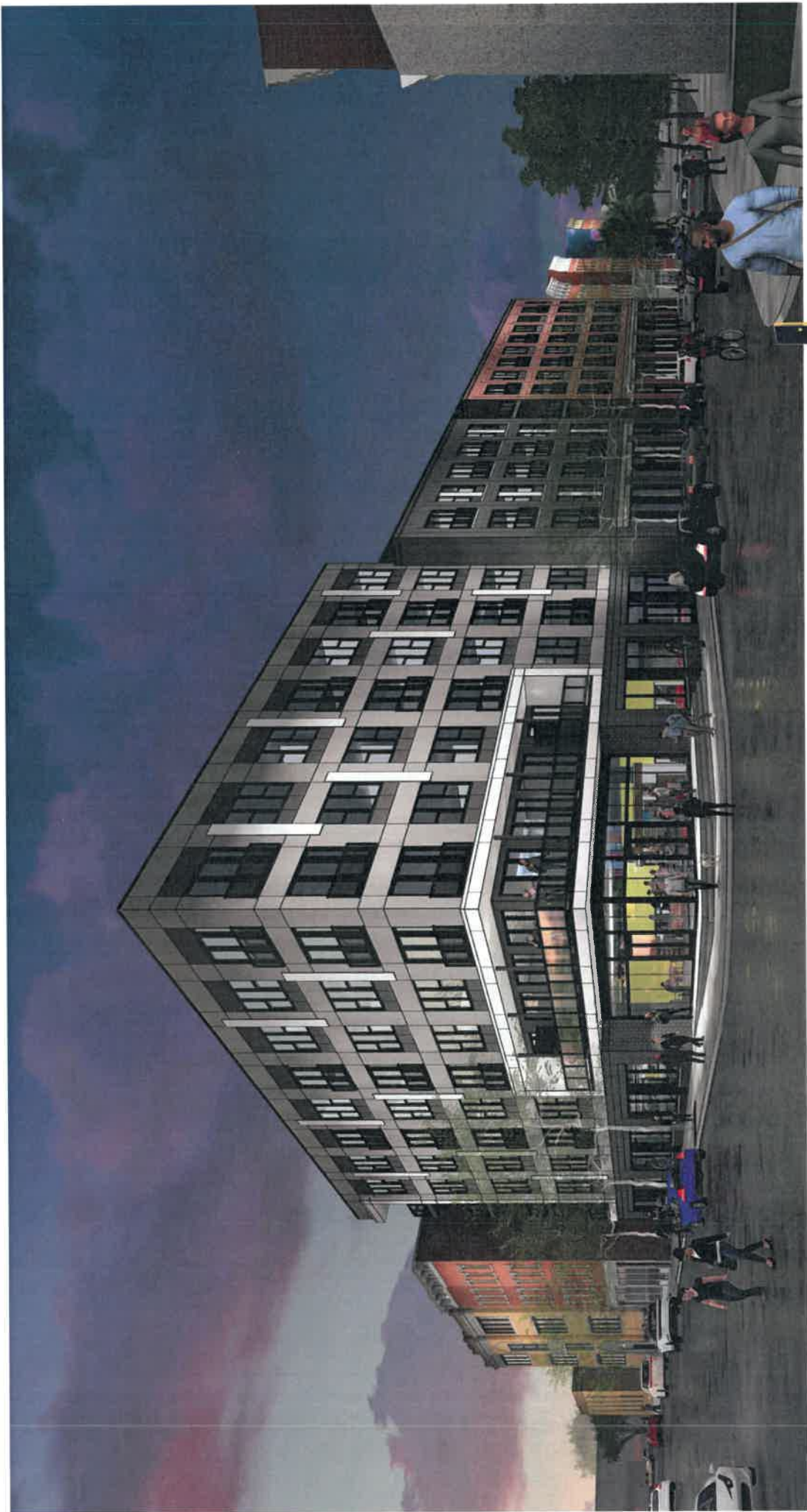


# Planned Development # 76 Amendment to Concept Development Plan & Program Statement

August 2020

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# Development Character & Vision

*The proposed development of the site at Liberty & Elm, is envisioned to be a premier, mixed-use development knitted into the fabric of the neighborhood. It takes the existing, vacant space and transforms it into a residential hub with small shops and restaurants that tie it into the existing Findlay Market district of Over the Rhine.*

*This large site presents a unique opportunity to introduce a compact, walkable, urban product. One that carefully blends a mix of different residential options with commercial uses that serve the broader public.*

*The character of the development will be designed to mesh with the existing character of the business district of Over the Rhine. It will feature unabashed modernity blending with renovation of the historic buildings on site. It will be designed to complement and celebrate its surroundings, with elements such as a pedestrian arts alley, outdoor dining, and buildings that thoughtfully address each street frontage.*

*By redeveloping such a significant, empty space, this development is meant to be a cornerstone that can link north of Liberty and south of Liberty together; and act as a catalyst towards attracting new residents to the City and bolstering the existing businesses.*



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# Background

Planned Development #76 has been approved by Cincinnati Planning Commission and Cincinnati City Council. It allows a dense mixed-use development on this site.

The proposed amendment keeps with the mixed-use nature of the current Planned Development, but improves upon it in many areas. It lowers the overall height of the building at Liberty & Elm, sets back the upper floor, constructs underground parking in lieu of surface lots, adds an “arts alleys”, improves the overall aesthetic, and a host of other improvements. Additionally, it expands the boundary of the PD to include the property at 1621 Logan Street: a non-contributing 1970s building that is an eyesore on the street.

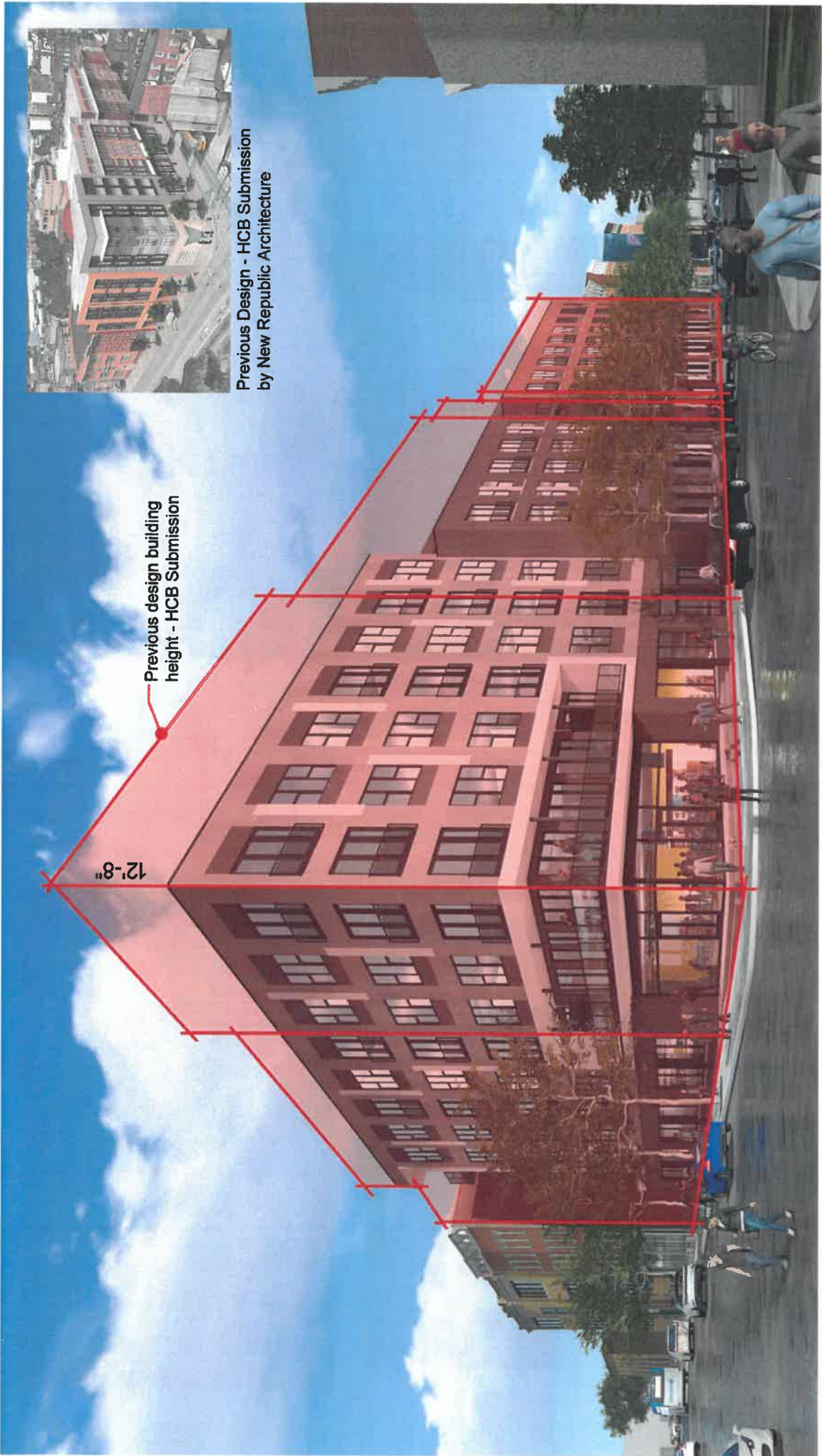
This amendment transforms a vacant lot and empty buildings into a vibrant city scene and creates a more holistic solution to the block.



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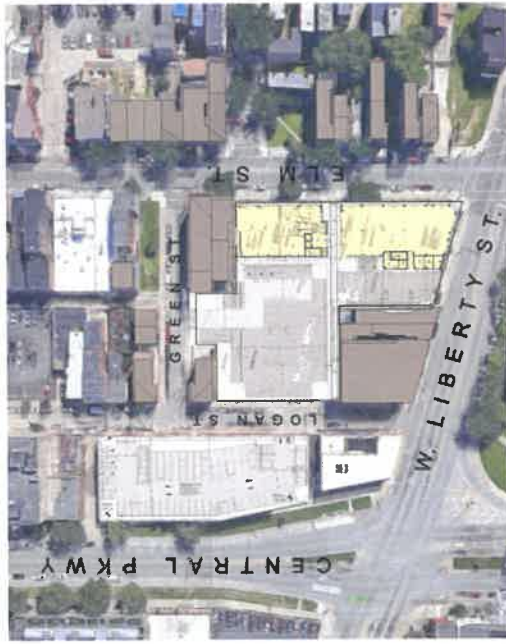


Previous Design - HCB Submission  
by New Republic Architecture

Previous design building  
height - HCB Submission

12'-8"

CURRENTLY APPROVED VERSION



UPDATED VERSION

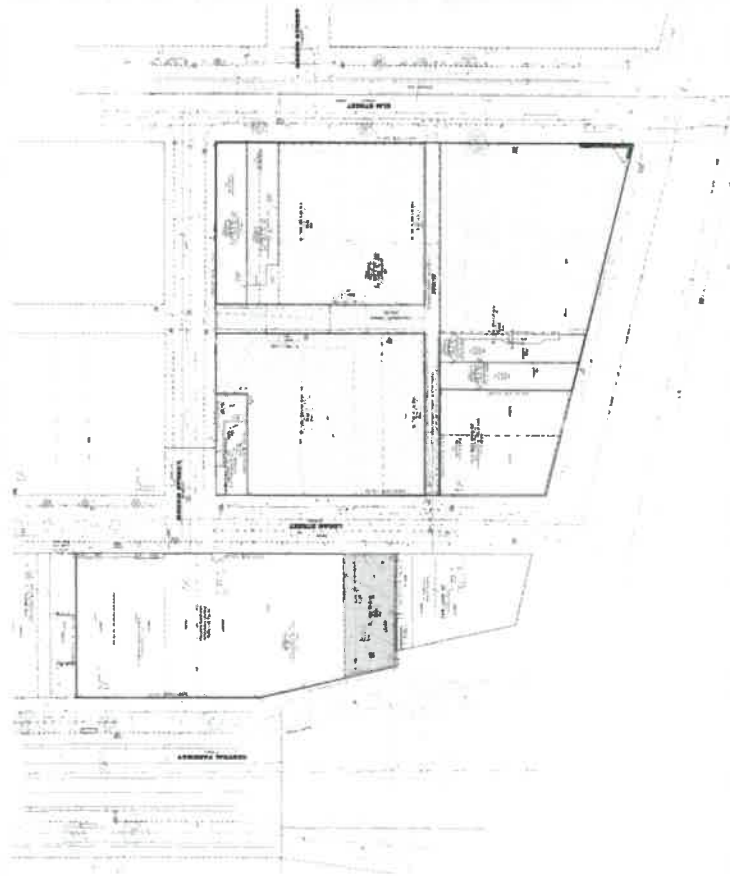




# Plan Elements

## Location of Site

The proposed Liberty & Elm Mixed-Use Development consists of the redevelopment of an assemblage of properties primarily located on the northwest corner of the intersection of Liberty & Elm Streets in Over the Rhine. The site is bound by Green Street to the north, Elm Street to the east, Liberty Street to the south, and Logan Street to the West. This amendment to the current PD would expand the boundary to include the property at 1621 Logan Street.



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# Plan Elements

## Legal Description, Ownership & Property Addresses

The properties comprising the development site are listed below. They are owned by W Liberty & Elm, LLC; W Liberty & Elm RH, LLC; and OTR BIH, LLC. Affiliated with OTR Project Partner, LLC.

Address	Parcel ID#
1617 Elm	133-0003-0143-00
1711 Elm	133-0003-0041-00
1713 Elm	133-0003-0043-00
212 W Liberty	133-0003-0021-00
214 W Liberty	133-0003-0021-00
1621 Logan Street	133-0003-0004-90
	133-0003-0005-90
	133-0003-0006-90
	133-0003-0007-90



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# Plan Elements

## Description of Proposed Land Uses, Buildings and Structures

The approximately 1.77-acre site shall be developed in a single phase and will include a mix of residential and commercial uses. The final composition of commercial uses will be driven by market demand.

The development will consist of approximately 300 ( $\pm 10\%$ ) apartments and approximately 5,000 - 15,000 square feet of commercial space. Ancillary to the apartment use will be amenities including features such as: pool, clubhouse, fitness, theater room, business center.

Previously Freeport Alley bisected the main site from east to west, connecting Elm Street to Logan Street. This alley will be reconstituted for pedestrian and bicycle access. It will be imagined as an "arts alley" to activate it and provide a public benefit. Commercial spaces will be Elm Street. A parking garage will be built internal to the site, combined below and above ground. The main ingress/egress points for the garage will be on Green Street and Logan Street.

The revamped project will be designed to a high quality, urban develop bringing activity and investment to an empty lot.



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# Plan Elements

## Depiction of Proposed Land Uses, Buildings and Structures





# Illustration of Plan Elements



ELAM ST. FACADE (LOOKING NW)



ELAM ST. FACADE (LOOKING SW)



CENTRAL & LIBERTY (LOOKING NE)



ELAM ST. FACADE (LOOKING NW)



CENTRAL FACADE (LOOKING SE)



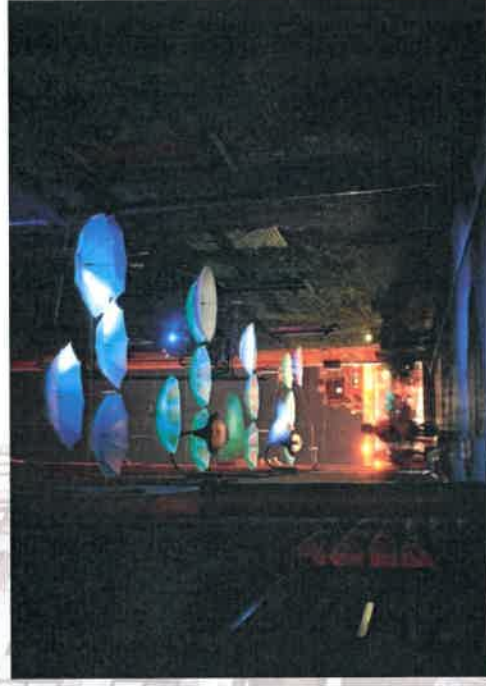
LIBERTY & ELAM (LOOKING NW)



# Plan Elements

## Freeport Arts Alley

Freeport Alley had previously run through the site and connected Elm Street to Logan Street. This will be re-opened as part of the development. The historic pavers have been removed and saved for re-install. With the alley being opened, it will be dressed with public art. These could range from sculpture to murals to lights to a variety of art installations. A combination of lighting, plantings, and attractive environments will make this a showpiece of the development. The intent is that the street feel itself will be a unique and inviting draw.



Examples of arts alley ideas

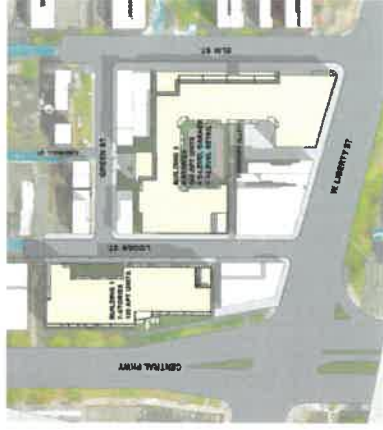
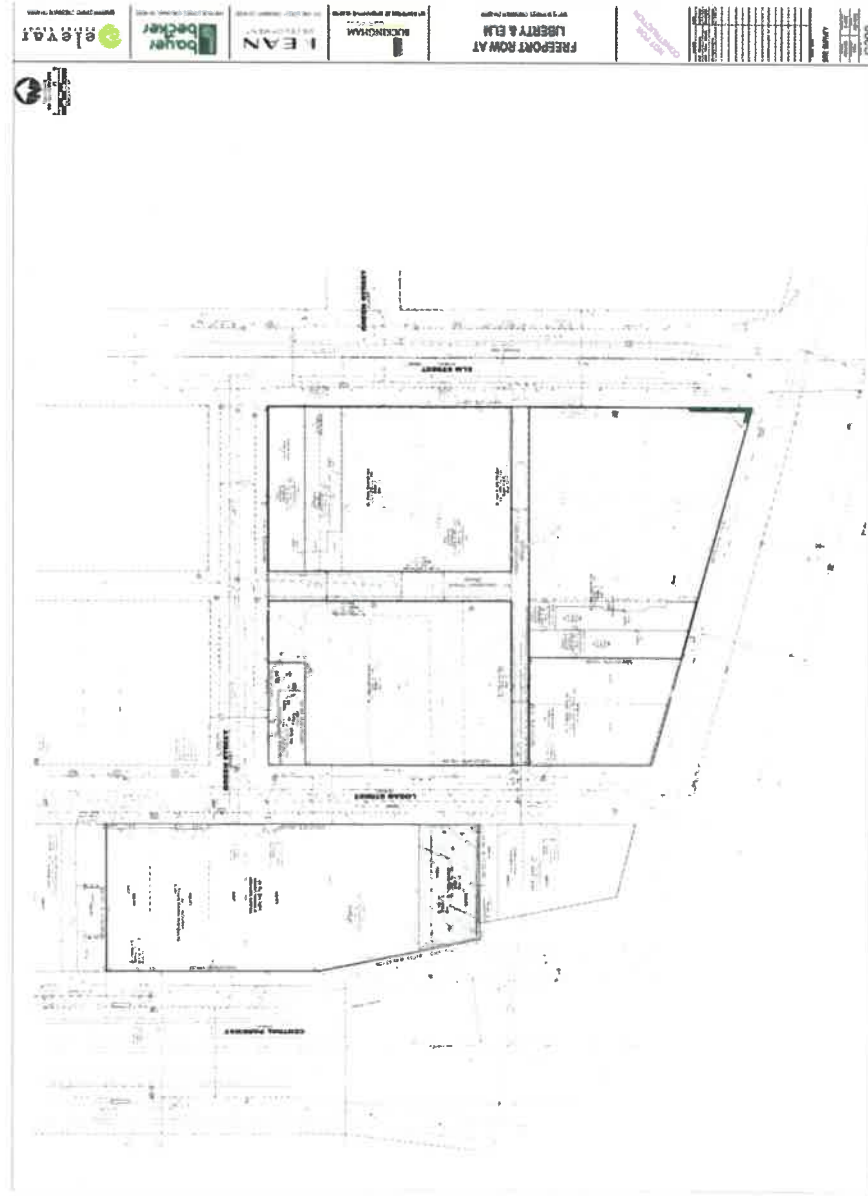


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# Plan Elements

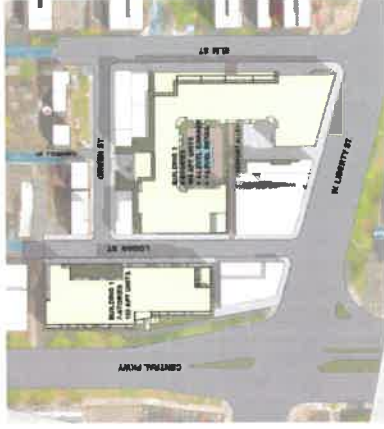
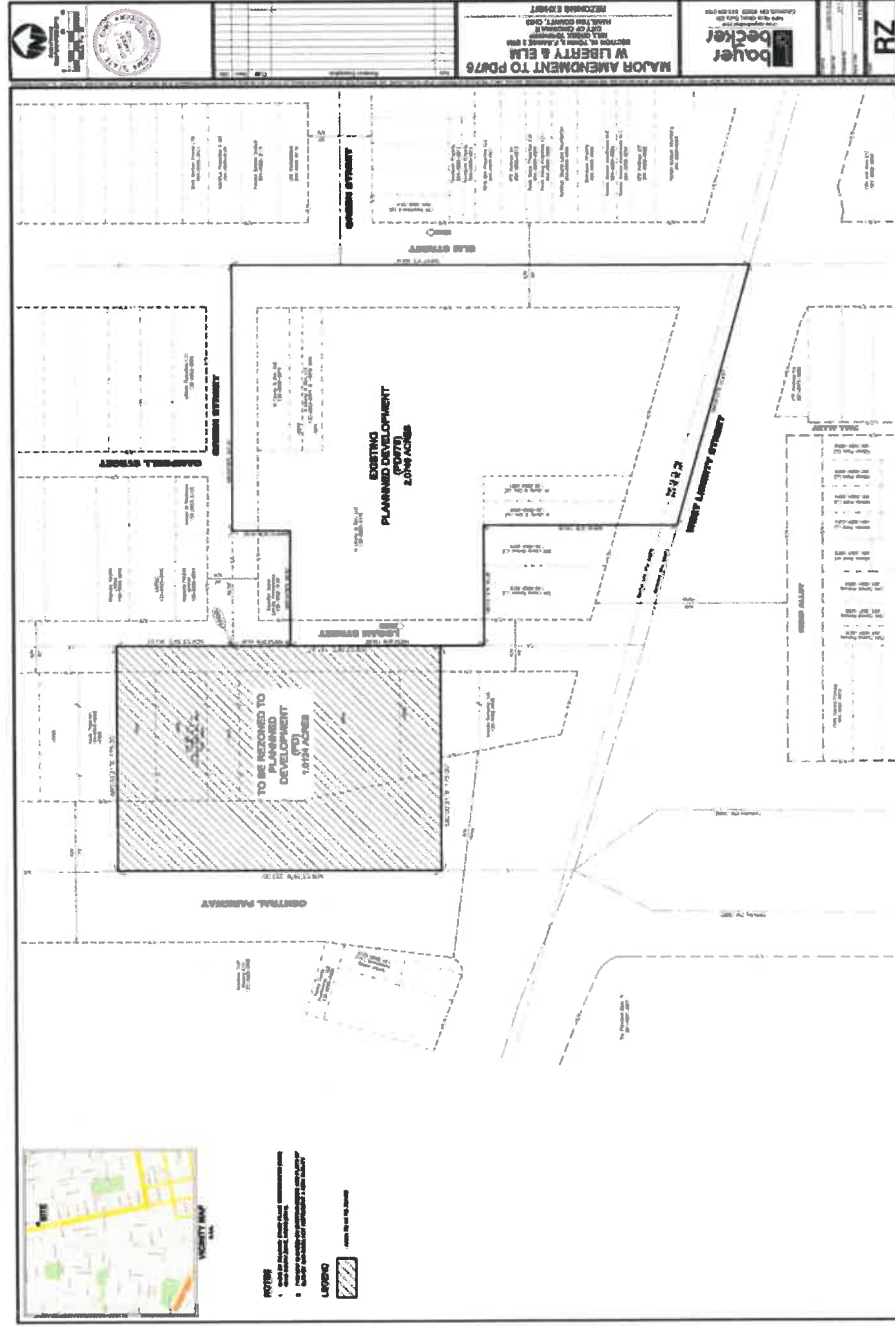
## Site Survey





# Plan Elements

## Plat



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# Plan Elements

## Legal Description

Date:

August 18, 2020

Description:

Liberty & Elm  
Major Amendment to PD#76

Location:

City of Cincinnati  
Hamilton County, Ohio



Situated in Section 13, Town 3, Fractional Range 2 Between the Miami, Mill Creek Township, The City of Cincinnati, Hamilton County, Ohio, containing 1.0124 acres to be amended/re-conformed to Planned Development (PD) further described as follows:

Begin at the intersection of the centerline of Logan Street and Green Street, said intersection being the True Point of Beginning;

thence, from the True Point of Beginning, departing the centerline of said Green Street and with the centerline of said Logan Street, South 08° 53' 39" East, 181.67 feet;

thence, departing centerline of said Logan Street, South 80° 00' 21" West, 175.00 feet to the centerline of Central Avenue;

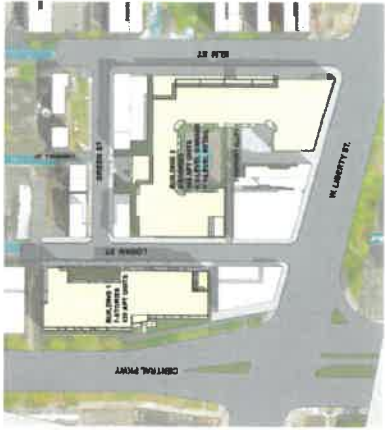
thence, with the centerline of said Central Avenue, North 09° 53' 39" West, 252.00 feet;

thence, departing the centerline of said Central Avenue, North 80° 00' 21" East, 175.00 feet to the centerline of said Logan Street;

thence, with the centerline of said Logan Street, South 09° 53' 39" East, 90.33 feet to the True Point of Beginning containing 1.0124 acres of land more or less.

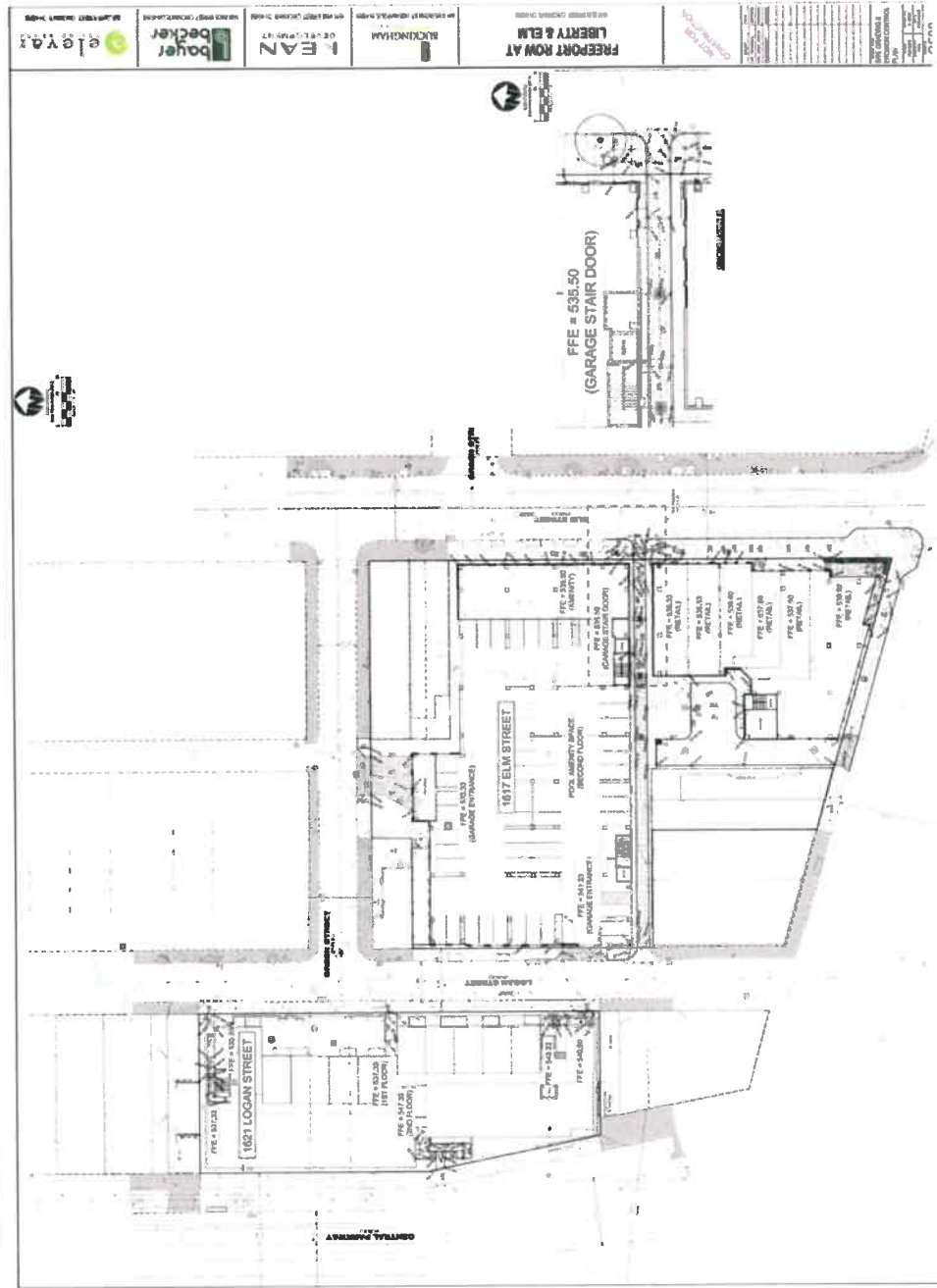
Basis of Bearings: State Plane Coordinates (2402) Ohio South Zone, NAD83(2011).

The above description was prepared from a rezoning exhibit made on August 18, 2020 under the direction of Jeffrey O. Lambert, Professional Surveyor #7508 in the State of Ohio and is a complete, proper and legal description of the property by deeds and plats of record.



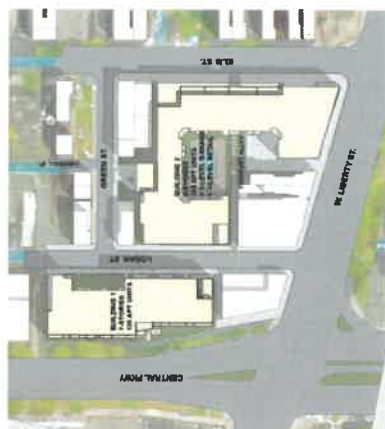
# Plan Elements

## Preliminary Site Grading



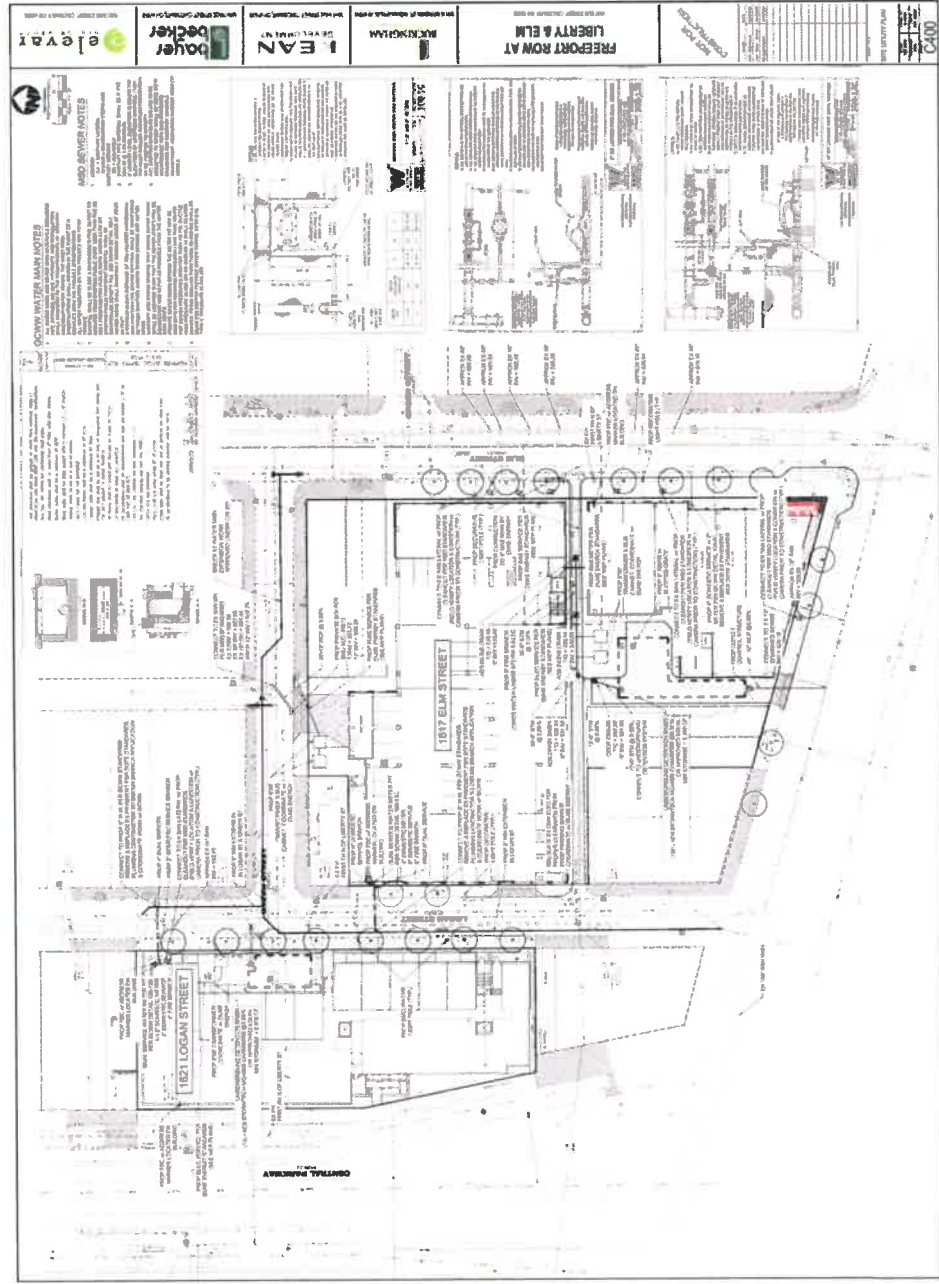
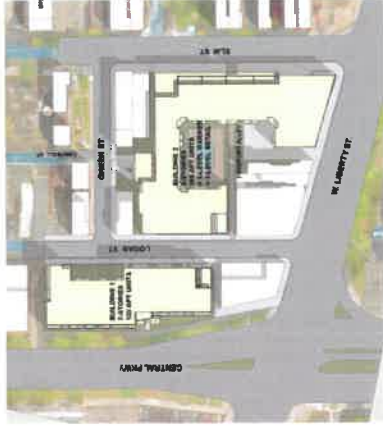


### Depiction of Plantings



# Plan Elements

## Preliminary Site Utility Plan



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# Preliminary Reviews (City & Community)

Representatives of the OTR Project Partners, LLC have had extensive communications and have met individually with representatives from the following local organizations to review the project and adapt, modify and coordinate their ideas into our conceptual design where appropriate:

City of Cincinnati – City Planning, Department of Community & Economic Development, Department of Transportation & Engineering  
Over the Rhine Community Council Committees  
Numerous individuals and businesses  
Representatives from Over the Rhine Community Housing, Peaslee Neighborhood Center, Greater Cincinnati Homeless Coalition

## **The City of Cincinnati**

Representatives of OTR Project Partners, LLC have met with various city departments to introduce the project and discuss redevelopment of the site on numerous occasions beginning as early as 2017. Those meetings, phone calls, and discussions have continued at a steady pace and have served an important role in shaping the development. Primary conversations have taken place between the Departments of Community and Economic Development, City Planning, and Transportation & Engineering.



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# Preliminary Reviews (City & Community) continued

## Over the Rhine Community

Representatives of the development team met have met with numerous independent and official voices in the neighborhood. Beginning in the summer of 2018, the developer met with a coalition of neighborhood stakeholders to hear their concerns with regards to the prior design and to gain perspective and feedback on the proposed amended design. In the fall of 2019, developers met with members of the OTR Infill Committee for additional feedback on possible updated designs. Developers have directly engaged with neighborhood coalitions members on at least fourteen occasions:

(1) June 5, 2018	(4) November 6, 2019	(7) November 26, 2019	(10) May 26, 2020	(13) July 20, 2020
(2) June 13, 2018	(5) November 12, 2019	(8) December 19, 2019	(11) June 12, 2020	(14) July 24, 2020
(3) June 29, 2018	(6) November 22, 2019	(9) February 3, 2020	(12) July 16, 2020	

Developers presented at the following formal OTR Community Council public meetings:

OTRCC Economic Development and Housing Committee – January 7, 2020

OTRCC Board Meeting – January 13, 2020

OTRCC General Membership Meeting – January 27, 2020

OTRCC Economic Development & Housing Committee – July 7, 2020

OTRCC Economic Development & Housing Committee – July 9, 2020

OTRCC Board of Trustees – July 13, 2020\*

*\*Board voted to not allow developer to present to the OTRCC general membership*



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## Preliminary Reviews (City & Community) continued

The Concept Development Plan and this Development Program Statement have been drafted with the intent of incorporating the valuable feedback we have received from the community in a manner that yields an economically feasible redevelopment of the site. Significant modifications to the initial plan through the course of its development were made in response to the input from our extensive communications, such as:

1. Lowering the overall height of the building. By nearly 13 feet at the Liberty & Elm corner.
2. Set back upper floor by over 20 feet. Making it essentially invisible from street level.
3. Reduced the retail to better accommodate smaller spaces.
4. Added an affordability component as we are currently pursuing tax credits to support it.
5. Added an arts alley and murals to create more public art in places accessible to the public.
6. Moved from a surface parking (with future garage), in favor of an integrated garage.
7. Provided a design that is more authentic and integrated. Less busy.
8. Removed upper floor units at select transition points



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# Preliminary Reviews (City & Community) continued

## Set Back Lines

The Cincinnati Municipal Code Requirements for the CC-M designation for setbacks will be followed. A zero foot minimum to 12 foot maximum setbacks, which will be maintained for this project in order to allow for a proper sidewalk and landscaping.

## Building Heights

The development consists 6 buildings. Renovating the four historic buildings on site, plus a mixed-use building at Liberty & Elm, and across Logan Street on the former Boys & Girls Club site. The primary building at the Liberty & Elm corner will be five stories total (four residential over commercial streetfront). In response to feedback from members of the Infill Committee, we have removed top floor units at corners where select transitions take place adjacent to historic buildings (on Elm and Green Streets); additionally we have introduced generous setbacks of 20' along Elm Street, thus effective fading the upper floor away from street view. Max height of this building is approximately 63 feet above average grade plane along Elm, which represents a reduction in height by nearly 13 feet from the current max height allowed in the PD.

Max height for the building on Central Parkway & Logan Street will remain consistent with the current zoning for that site (CC-A), which is a maximum of 85 feet.



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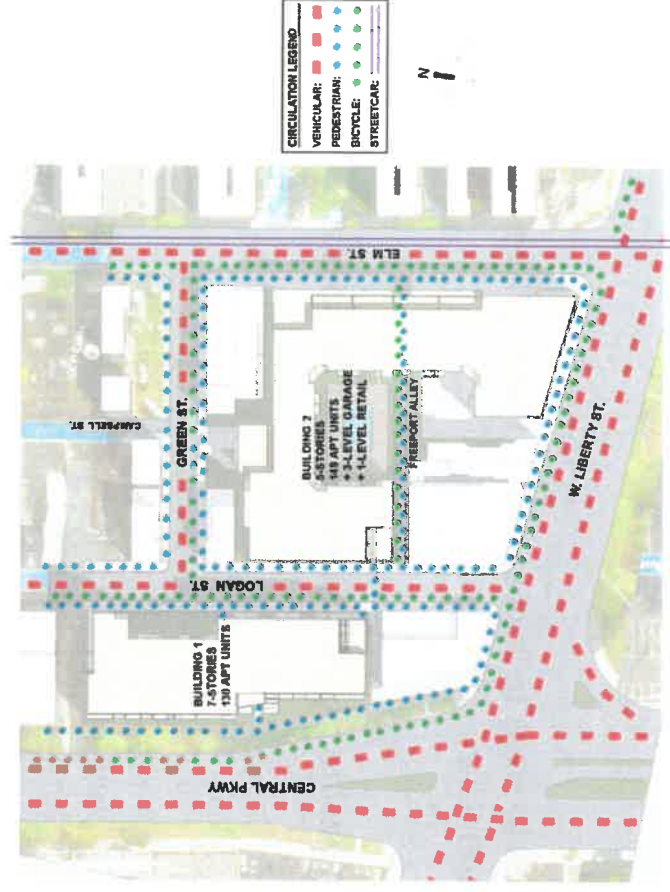
# Preliminary Reviews (City & Community) continued

## Pedestrian Circulation Systems and Open Space

Pedestrians shall retain full circulation around the site through public sidewalks along all streets. Existing sidewalk widths shall be maintained or widened. Freeport Alley will be added back in as a pedestrian and bicycle corridor.

Open Space - Areas of open space include resident courtyard, outdoor dining plazas, and rooftop decks. The open space area, including common open space and private open space, is calculated to be approximately 30,000 square feet in total.

Open Spaces which shall include landscaping, plazas, patios, courtyards, balconies, rooftops shall be provided wherever possible.



# Preliminary Reviews (City & Community) continued

## Density

Density for the entire 1.77-acre site shall not exceed 300 units.

## Refuse Collection

Trash and waste facilities shall be provided on-site and located in areas to limit visibility. Waste will be stored within the building structure in a fully enclosed trash room and taken out for pick-up.

## Fire Department Access:

Developer will coordinate with Cincinnati Fire Department to ensure proper access and that facilities are available for public safety in the event of an emergency.

## Geotechnical

Consistent with the site's natural conditions, development of the site will largely follow the existing topography. A geotechnical engineering report has been completed for the site which shows soil conditions consisting of silty fine sand, medium sand, lakebed clays, gray clay, and existing fills of various depths from prior demolitions. Existing rubble-filled basements will be removed. The buildings will be constructed on a combination of conventional footings in certain areas and conventional footing on a ground modification system in other area.



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# Preliminary Reviews (City & Community) continued

## Drainage

Onsite detention facilities will be installed to control site runoff per MSD standards. Proposed roof drains will convey roof runoff to the detention system prior to out-letting into the existing public storm infrastructure in Liberty Street.

## Landscaping & Buffering

Landscaping shall be provided in open space wherever it is possible to sustain plant life and not impede other land uses, including but not limited to: around the perimeter of the building, courtyards, and street trees.

Buffer planting shall be used, wherever possible, to define public and semi-private to private spaces, including but not limited to separation between sidewalks and any ground floor residential uses.

## Traffic Control

The Developer met with the Cincinnati Department of Transportation on multiple occasions to review driveway placements, alley treatment, and access points. Additionally, DOTE has participated in two Consolidated Site Review meetings to comment on the plans. Developer and project engineer have remained in communication with DOTE regarding the Liberty Street plans and any coordination needed.



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# Preliminary Reviews (City & Community) continued

## Sewage

Existing mains are located within all or portions of Elm, Liberty, Logan, and Central. Developer will coordinate with MSD for proposed sanitary sewer services and submit a request for availability for sewer service.

## Water

Existing water mains are located within all or portions of Elm, Liberty, and Central right-of-ways. Developer will coordinate with GCWW for proposed sanitary sewer services and submit a request for availability for water service. At the request of GWCC, a water main will be installed in Green Street connecting Elm to Logan.

## Electric & Natural Gas

Existing gas and electric service mains are located within all or portions of Elm, Liberty, Logan, and Green. Developer will coordinate with Duke Energy for proposed gas and electric service.

## Telephone, Internet and Video Services

Developer will coordinate with local utility providers for proposed communication services.



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# Development Controls

## Parking

The development includes an integrated parking garage with approximately 220 parking spaces to meet the parking needs of residential and commercial users.

Handicapped parking is provided in close association with building uses. The number of handicap spaces provided will be per the 2017 Ohio Building Code / ICC A117.1-2009.

The current Cincinnati Code of Ordinances Parking and Loading Regulations- Bicycle Parking Requirements (Section 1425-38) requires provisions of 1 bicycle parking space for every 20 automobile spaces. This will be maintained at a minimum.

Sides of the garage that are not at least partially covered by buildings will received a screening treatment to partially obscure the garage, while still allowing the garage to be naturally ventilated.



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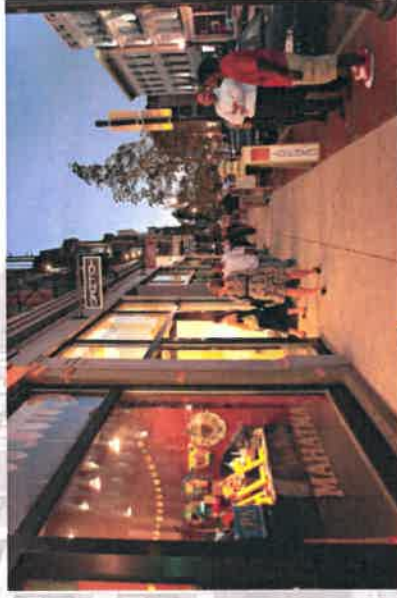
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# Development Controls

## Retail & Commercial

In addition to the residential component, initial phase of the project will contain a minimum 5,000-15,000 square feet of commercial/retail space along Elm Street. This location will help bridge Liberty Street and connect the Findlay Market area to the lower section of Over the Rhine. The intended uses for this commercial/retail space are:

- Restaurants, full service and limited
  - Drinking establishments
  - Food markets
  - Medical
  - Veterinary
  - Offices
  - Business services
  - Meeting facility
  - Personal instructional services
  - Personal services
  - Retail sales
  - Artisan and small-scale production
  - Galleries
  - Cultural institutions
- Cultural Institutions
  - Daycare centers
  - Schools
  - Loft dwelling units
  - Health & fitness, gyms, training studios



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# Development Controls

## Exterior Lighting

All exterior building mounted light sources, including canopies, building perimeter, building security and lighting for commercial retail drives or loading areas will be shielded to ensure that light is directed away from adjacent properties and public rights of way.

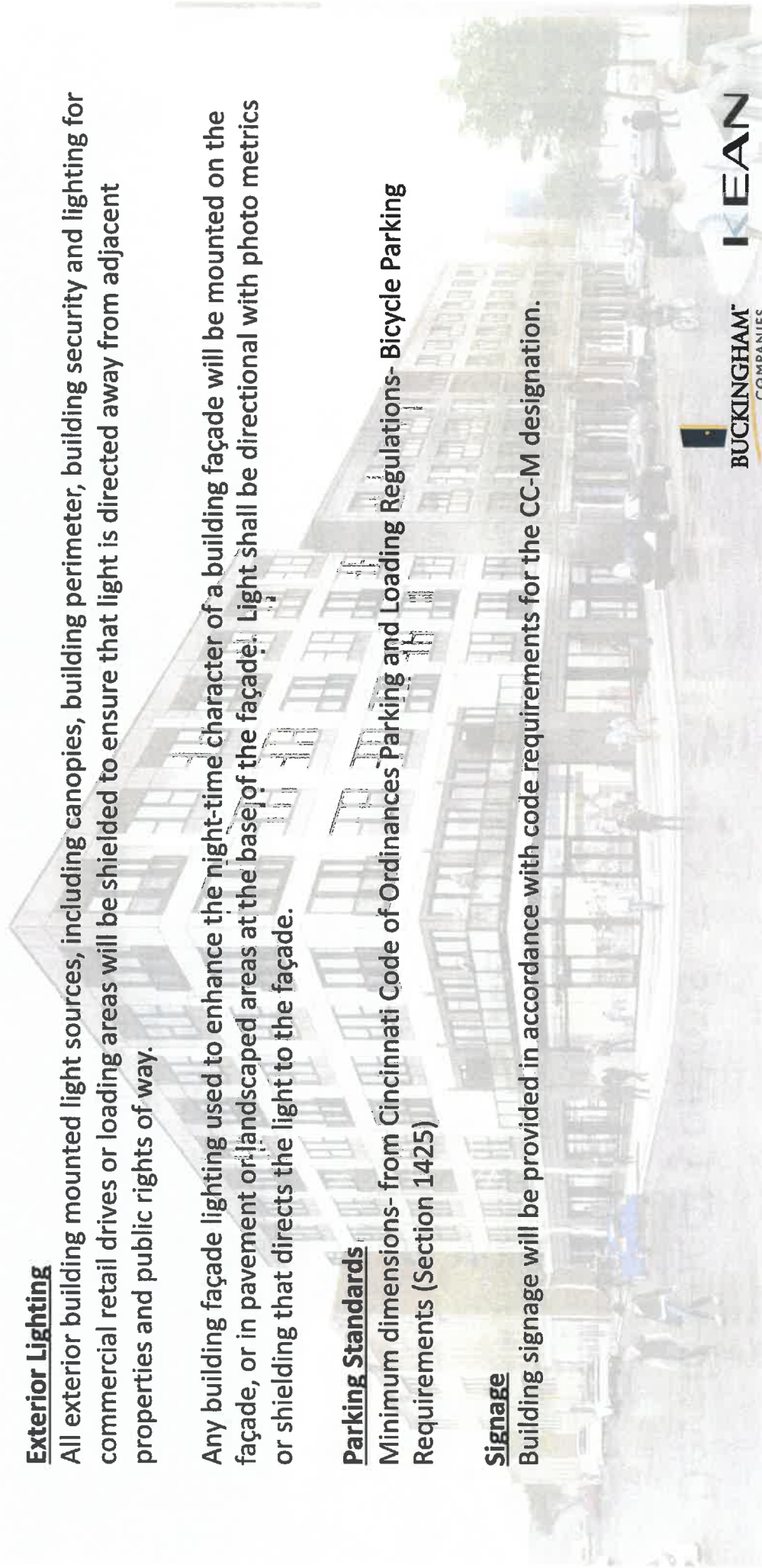
Any building façade lighting used to enhance the night-time character of a building façade will be mounted on the façade, or in pavement or landscaped areas at the base of the façade. Light shall be directional with photo metrics or shielding that directs the light to the façade.

## Parking Standards

Minimum dimensions- from Cincinnati Code of Ordinances Parking and Loading Regulations- Bicycle Parking Requirements (Section 1425)

## Signage

Building signage will be provided in accordance with code requirements for the CC-M designation.



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# Development Controls

## Architectural Guidelines

The concept for the architectural guidelines is to allow the development to have a character consistent with its use within a common framework of scale, and range of materials. Finishes and colors may be varied, within an overall warm color palette that allows for accent colors at entrances, canopies or similar locations.

All primary building facades shall include architectural elements that create a composition of a base-middle-top, using storefront and cornice details similar to other larger buildings within the OTR neighborhood. Large windows and doors within the facade shall create a sense of rhythm similar to larger commercial or industrial buildings within the Brewery District. All exterior building materials shall be weather resistant, and suitable for the use location.

The height and massing of the building, while not arbitrarily broken up into pieces and parts along the façade, instead successfully mimics an industrial or warehouse typology while relating to the height of adjacent structures. Through strategically placed setbacks, both vertically and horizontally, material changes along the primary facades, and detailing of storefront openings, the scale of the building is visually reduced to a more human scale and to more appropriately work within the surrounding context.



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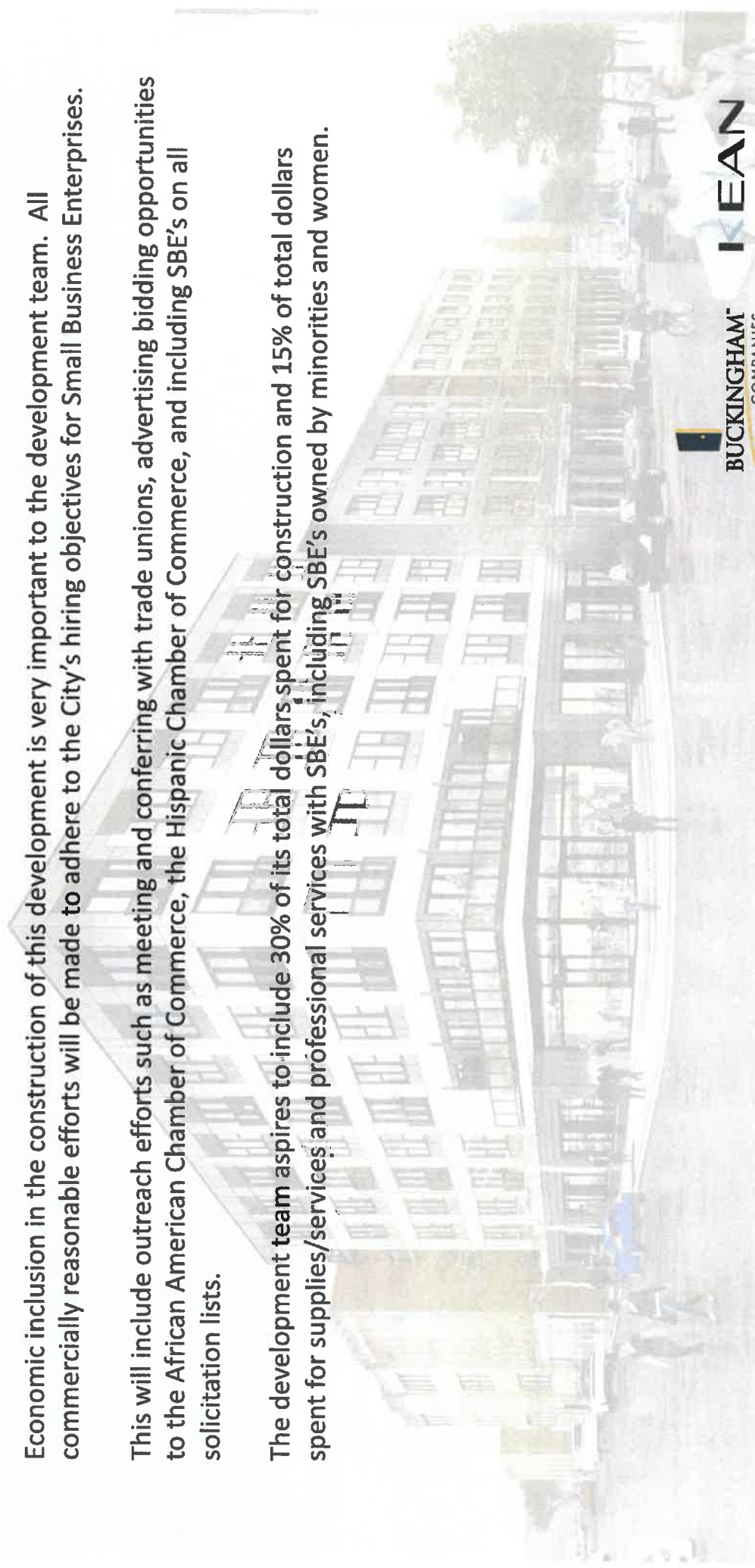
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# Economic Inclusion

Economic inclusion in the construction of this development is very important to the development team. All commercially reasonable efforts will be made to adhere to the City's hiring objectives for Small Business Enterprises.

This will include outreach efforts such as meeting and conferring with trade unions, advertising bidding opportunities to the African American Chamber of Commerce, the Hispanic Chamber of Commerce, and including SBE's on all solicitation lists.

The development team aspires to include 30% of its total dollars spent for construction and 15% of total dollars spent for supplies/services and professional services with SBE's, including SBE's owned by minorities and women.

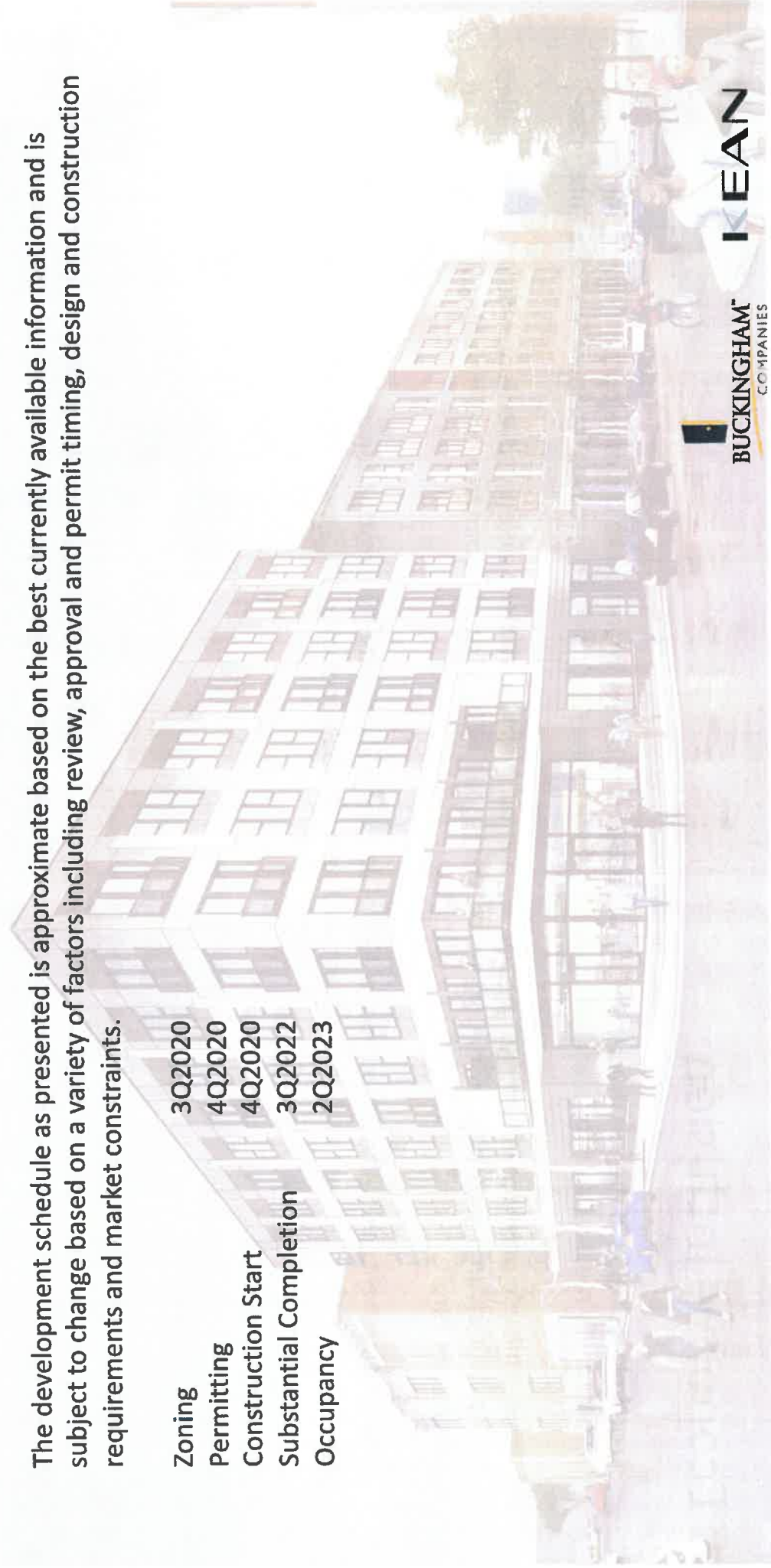




# Schedule

The development schedule as presented is approximate based on the best currently available information and is subject to change based on a variety of factors including review, approval and permit timing, design and construction requirements and market constraints.

Zoning	3Q2020
Permitting	4Q2020
Construction Start	4Q2020
Substantial Completion	3Q2022
Occupancy	2Q2023



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elevator  
DESIGN GROUP

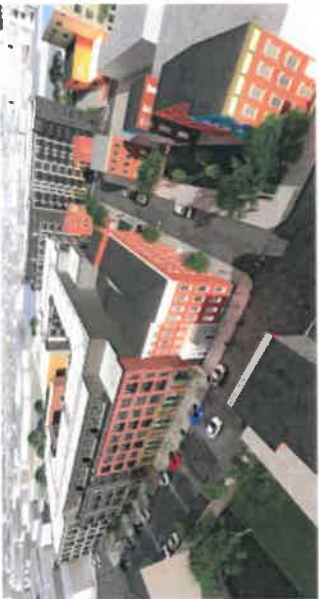


BUCKINGHAM  
COMPANIES

KEAN



02\_ELM ST. FACADE, LOOKING SW



01 & 02\_WESTSIDE, LOOKING SW



01\_CENTRAL & LIBERTY, LOOKING NE



02\_ELM ST. FACADE, LOOKING NW



01\_CENTRAL FACADE, LOOKING SE



02\_LIBERTY & ELM, LOOKING NW





elevar  
DESIGN GROUP

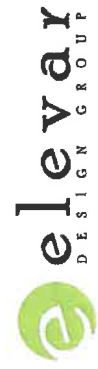


BUCKINGHAM  
COMPANIES

KEAN



KEAN







**elevator**  
DESIGN GROUP

**BUCKINGHAM**  
COMPANIES

**KEAN**




**elevay** DESIGN GROUP **BUCKINGHAM** **KEAN**  
COUNSHIPS



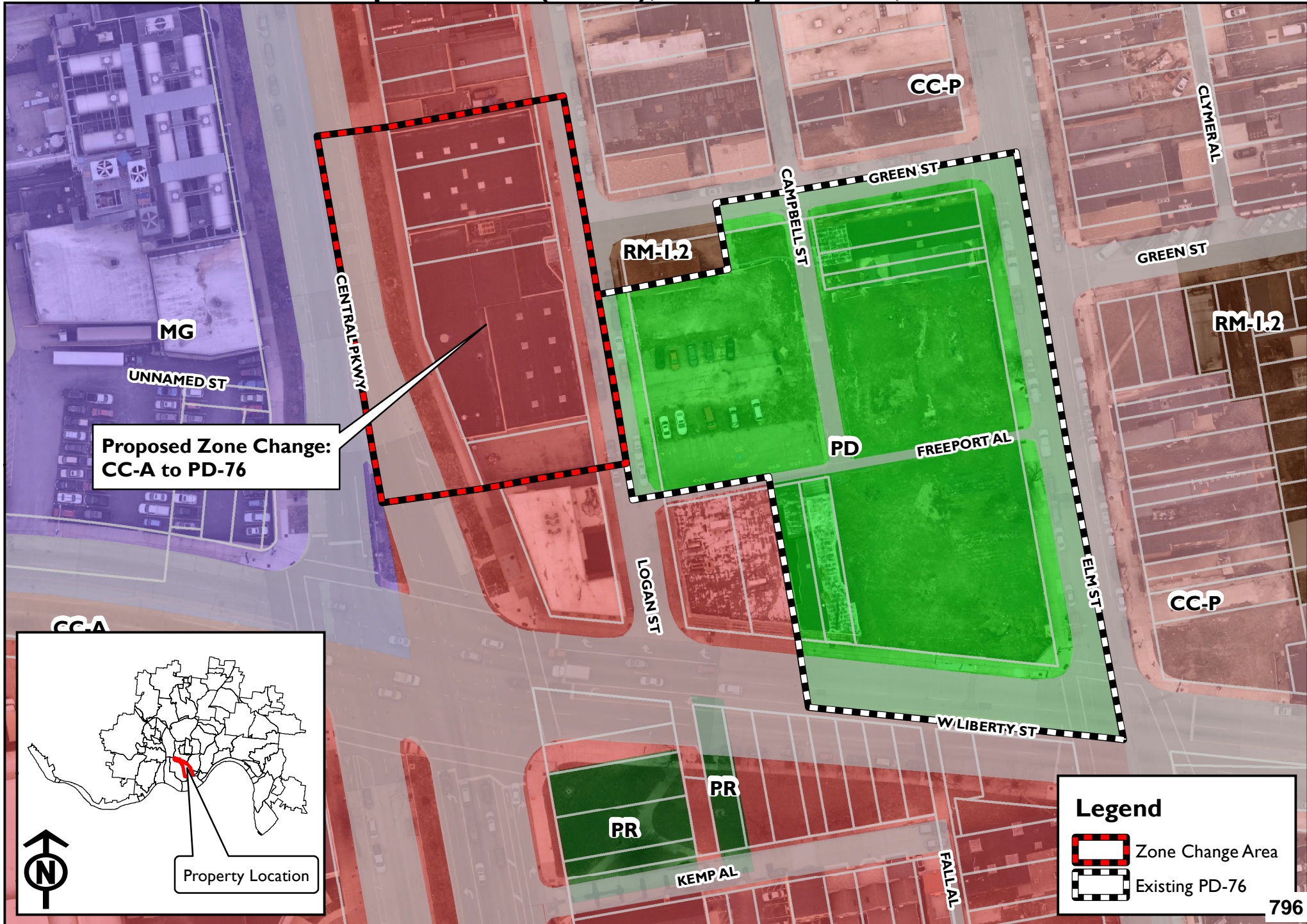


 **elevator**  
DESIGN GROUP

**BUCKINGHAM**  
COMPANIES  **KEAN**



# Proposed Zone Change and Major Amendment for Planned Development #76 (PD-76), Liberty and Elm, in Over-the-Rhine





Date: August 18, 2020  
Description: Liberty & Elm  
Major Amendment to PD#76  
Location: City of Cincinnati  
Hamilton County, Ohio



Situated in Section 13, Town 3, Fractional Range 2 Between the Miamis, Mill Creek Township, The City of Cincinnati, Hamilton County, Ohio and being 1.0124 acres to be amended/re-zoned to Planned Development (PD) further described as follows:

Begin at the Intersection of the centerline of Logan Street and Green Street, said intersection being the True Point of Beginning:

thence, from the True Point of Beginning, departing the centerline of said Green Street and with the centerline of said Logan Street, South 09° 53' 39" East, 161.67 feet;

thence, departing centerline of said Logan Street, South 80° 00' 21" West, 175.00 feet to the centerline of Central Avenue;

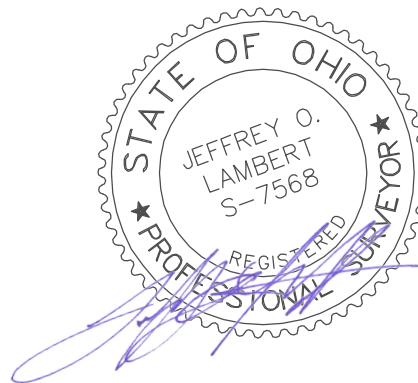
thence, with the centerline of said Central Avenue, North 09° 53' 39" West, 252.00 feet;

thence, departing the centerline of said Central Avenue, North 80° 00' 21" East, 175.00 feet to the centerline of said Logan Street;

thence, with the centerline of said Logan Street, South 09° 53' 39" East, 90.33 feet to the True Point of Beginning containing 1.0124 acres of land more or less.

Basis of Bearings: State Plane Coordinates (3402) Ohio South Zone, NAD83(2011).

The above description was prepared from a rezoning exhibit made on August 18, 2020 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio and is a complete, proper and legal description of the property by deeds and plats of record.





# Planned Development # 76 Amendment to Concept Development Plan & Program Statement

August 2020

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# Development Character & Vision

*The proposed development of the site at Liberty & Elm, is envisioned to be a premier, mixed-use development knitted into the fabric of the neighborhood. It takes the existing, vacant space and transforms it into a residential hub with small shops and restaurants that tie it into the existing Findlay Market district of Over the Rhine.*

*This large site presents a unique opportunity to introduce a compact, walkable, urban product. One that carefully blends a mix of different residential options with commercial uses that serve the broader public.*

*The character of the development will be designed to mesh with the existing character of the business district of Over the Rhine. It will feature unabashed modernity blending with renovation of the historic buildings on site. It will be designed to complement and celebrate its surroundings, with elements such as a pedestrian arts alley, outdoor dining, and buildings that thoughtfully address each street frontage.*

*By redeveloping such a significant, empty space, this development is meant to be a cornerstone that can link north of Liberty and south of Liberty together; and act as a catalyst towards attracting new residents to the City and bolstering the existing businesses.*



# Background

Planned Development #76 has been approved by Cincinnati Planning Commission and Cincinnati City Council. It allows a dense mixed-use development on this site.

The proposed amendment keeps with the mixed-use nature of the current Planned Development, but improves upon it in many areas. It lowers the overall height of the building at Liberty & Elm, sets back the upper floor, constructs underground parking in lieu of surface lots, adds an “arts alleys”, improves the overall aesthetic, and a host of other improvements. Additionally, it expands the boundary of the PD to include the property at 1621 Logan Street: a non-contributing 1970s building that is an eyesore on the street.

This amendment transforms a vacant lot and empty buildings into a vibrant city scene and creates a more holistic solution to the block.





12'-8"

Previous design building  
height - HCB Submission



Previous Design - HCB Submission  
by New Republic Architecture



## CURRENTLY APPROVED VERSION



## UPDATED VERSION

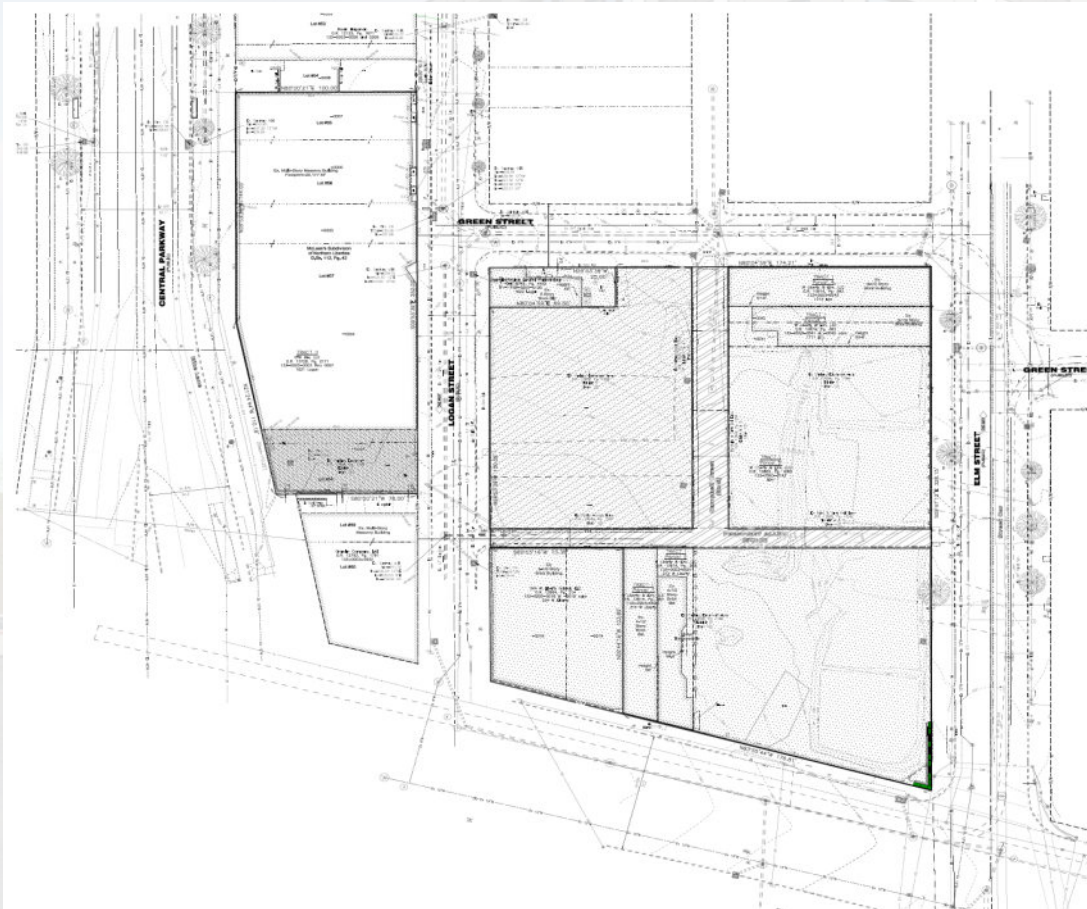




# Plan Elements

## Location of Site

The proposed Liberty & Elm Mixed-Use Development consists of the redevelopment of an assemblage of properties primarily located on the northwest corner of the intersection of Liberty & Elm Streets in Over the Rhine. The site is bound by Green Street to the north, Elm Street to the east, Liberty Street to the south, and Logan Street to the West. This amendment to the current PD would expand the boundary to include the property at 1621 Logan Street.





# Plan Elements

## Legal Description, Ownership & Property Addresses

The properties comprising the development site are listed below. They are owned by W Liberty & Elm, LLC; W Liberty & Elm RH, LLC; and OTR BIH, LLC. Affiliated with OTR Project Partner, LLC.



Address	Parcel ID#
1617 Elm	133-0003-0143-00
1711 Elm	133-0003-0041-00
1713 Elm	133-0003-0043-00
212 W Liberty	133-0003-0021-00
214 W Liberty	133-0003-0021-00
1621 Logan Street	133-0003-0004-90
	133-0003-0005-90
	133-0003-0006-90
	133-0003-0007-90

# Plan Elements

## Description of Proposed Land Uses, Buildings and Structures

The approximately 1.77-acre site shall be developed in a single phase and will include a mix of residential and commercial uses. The final composition of commercial uses will be driven by market demand.

The development will consist of approximately 300 ( $\pm 10\%$ ) apartments and approximately 5,000 - 15,000 square feet of commercial space. Ancillary to the apartment use will be amenities including features such as: pool, clubhouse, fitness, theater room, business center.

Previously Freeport Alley bisected the main site from east to west, connecting Elm Street to Logan Street. This alley will be reconstituted for pedestrian and bicycle access. It will be imagined as an “arts alley” to activate it and provide a public benefit. Commercial spaces will be Elm Street. A parking garage will be built internal to the site, combined below and above ground. The main ingress/egress points for the garage will be on Green Street and Logan Street.

The revamped project will be designed to a high quality, urban develop bringing activity and investment to an empty lot.



# Plan Elements

## Depiction of Proposed Land Uses, Buildings and Structures





# Illustration of Plan Elements



B2: ELM ST. FACADE LOOKING SW



B1 & B2: BIRDSEY LOOKING SW



B1: CENTRAL & LIBERTY LOOKING NE



B2: ELM ST. FACADE LOOKING NW



B1: CENTRAL FACADE LOOKING SE



B2: LIBERTY & ELM LOOKING NW



# Plan Elements

## Freeport Arts Alley

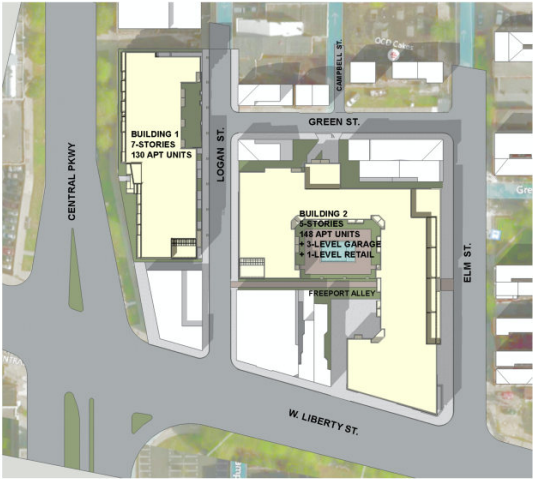
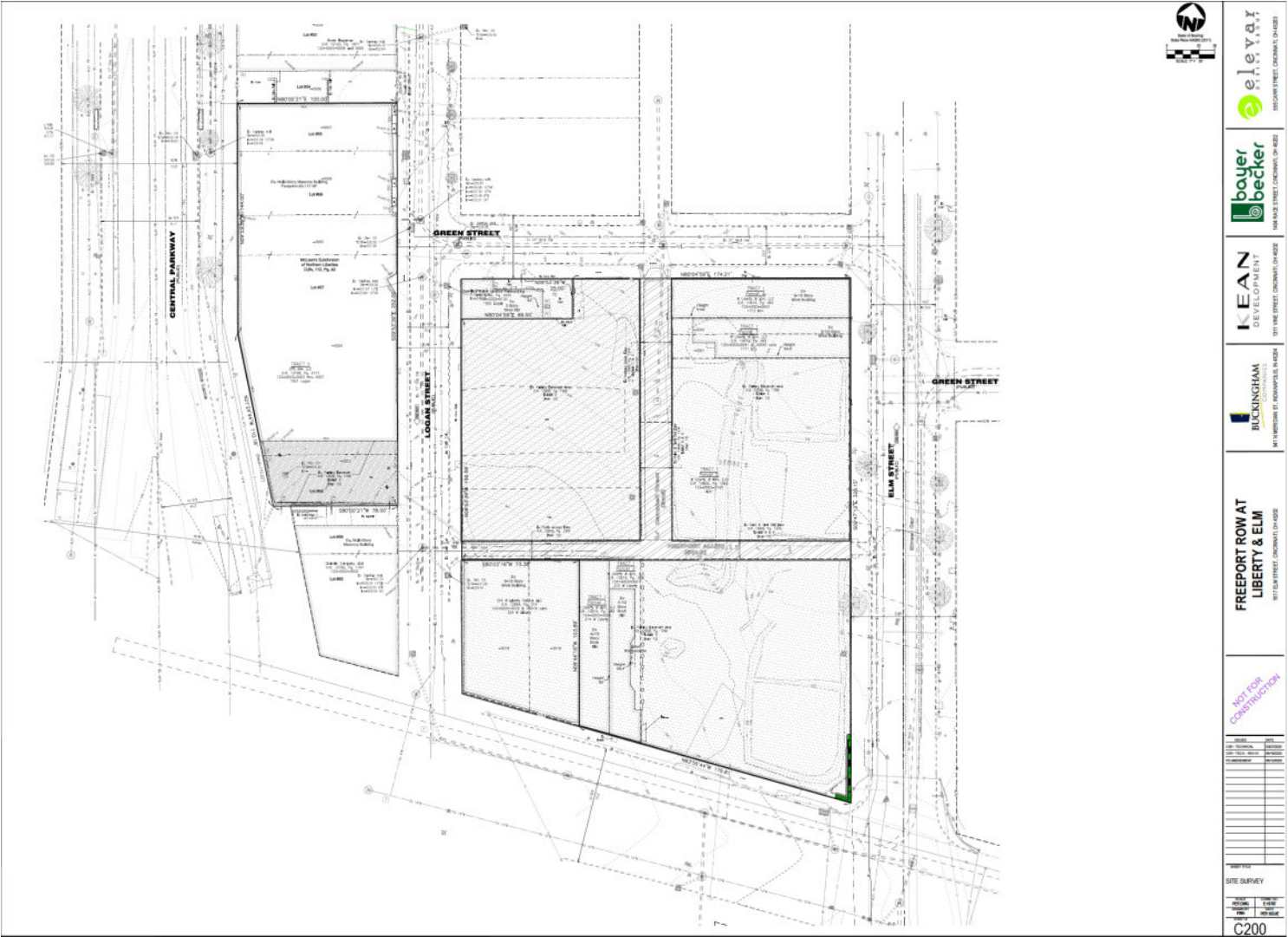
Freeport Alley had previously run through the site and connected Elm Street to Logan Street. This will be re-opened as part of the development. The historic pavers have been removed and saved for re-install. With the alley being opened, it will be dressed with public art. These could range from sculpture to murals to lights to a variety of art installations. A combination of lighting, plantings, and attractive environments will make this a showpiece of the development. The intent is that the street feel itself will be a unique and inviting draw.



Examples of arts alley ideas

# Plan Elements

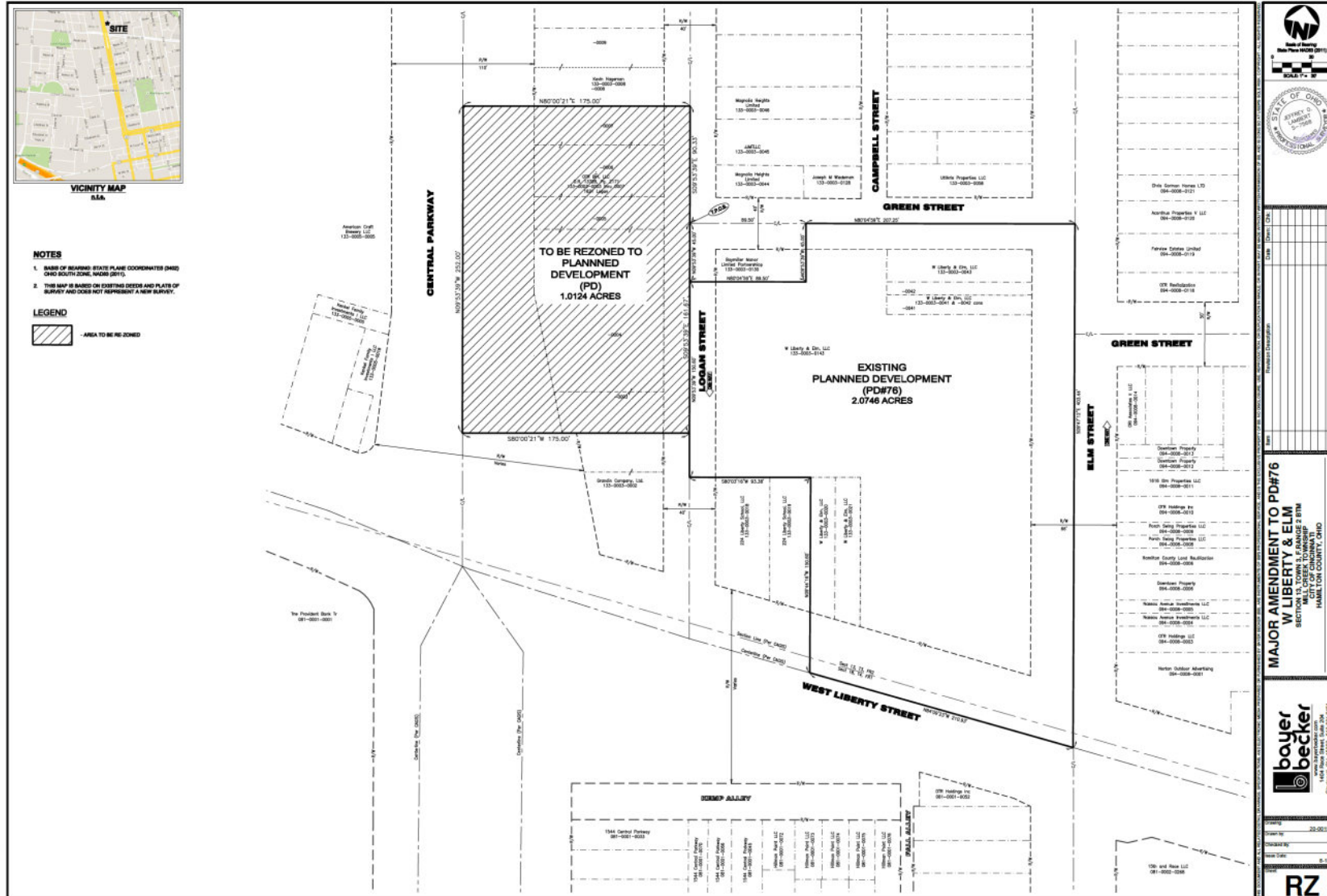
## Site Survey





# Plan Elements

## Plat



# Plan Elements

## Legal Description

Date: August 18, 2020  
Description: Liberty & Elm  
Major Amendment to PD#76  
Location: City of Cincinnati  
Hamilton County, Ohio



Situated in Section 13, Town 3, Fractional Range 2 Between the Miamis, Mill Creek Township, The City of Cincinnati, Hamilton County, Ohio and being 1.0124 acres to be amended/re-zoned to Planned Development (PD) further described as follows:

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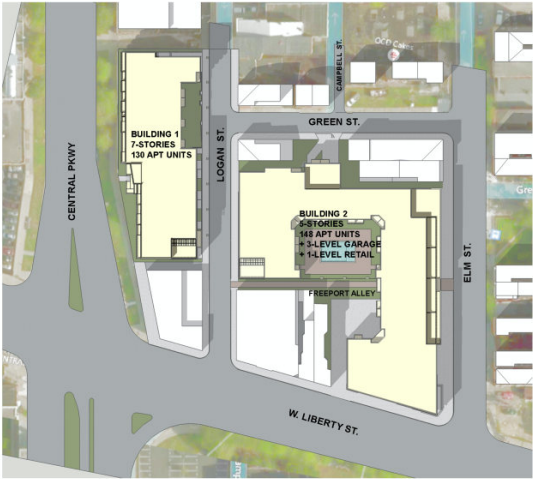
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Basis of Bearings: State Plane Coordinates (3402) Ohio South Zone, NAD83(2011).

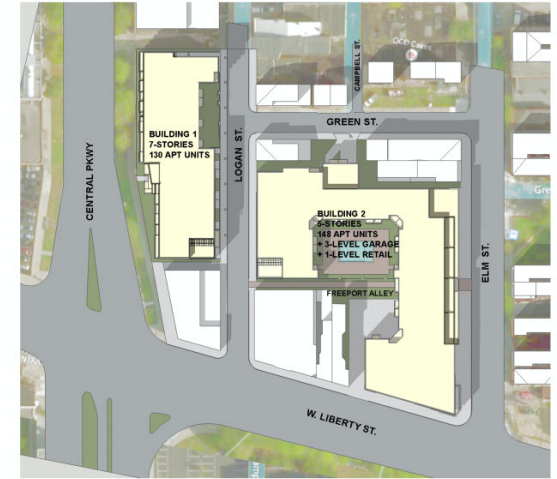
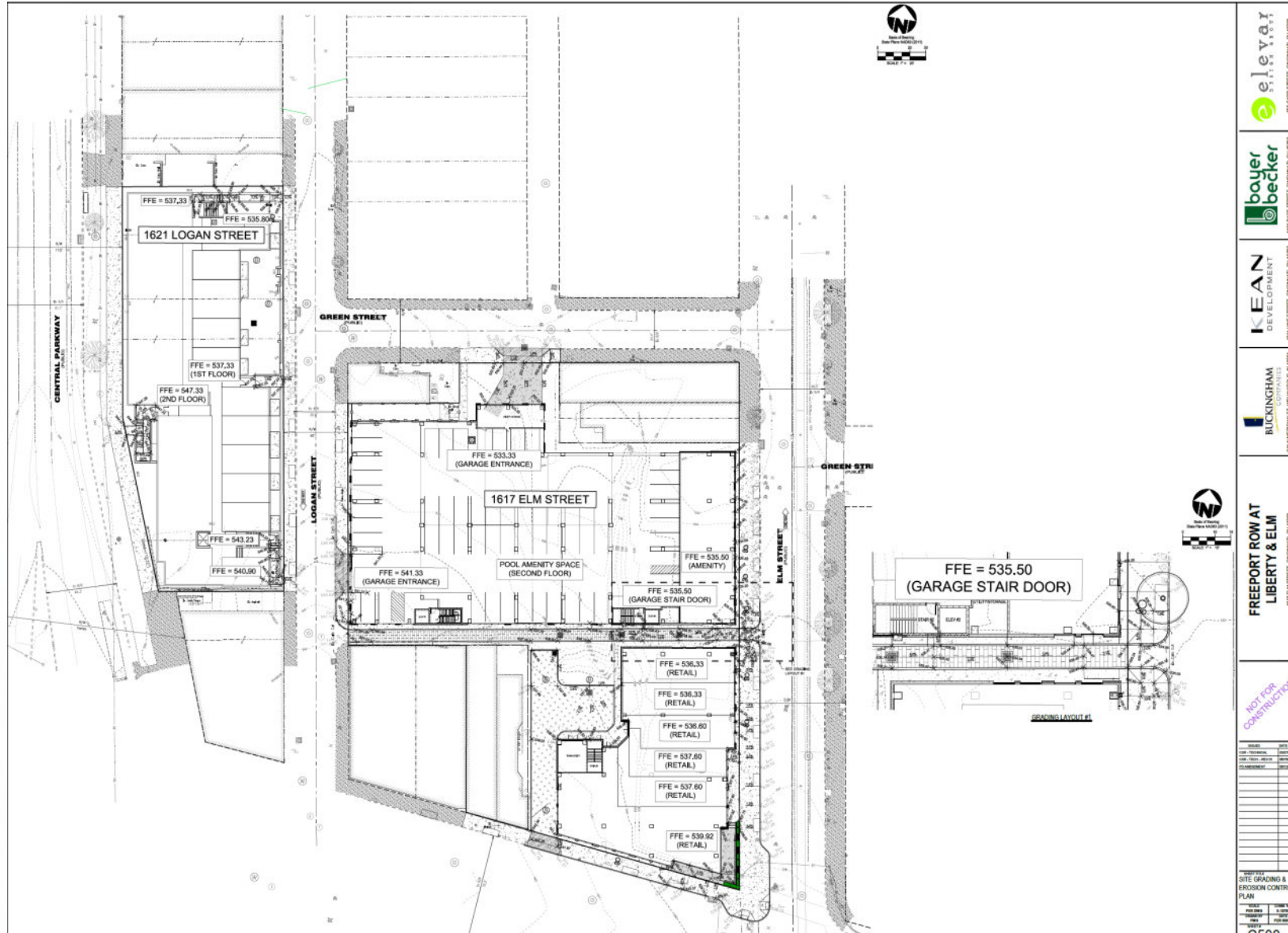
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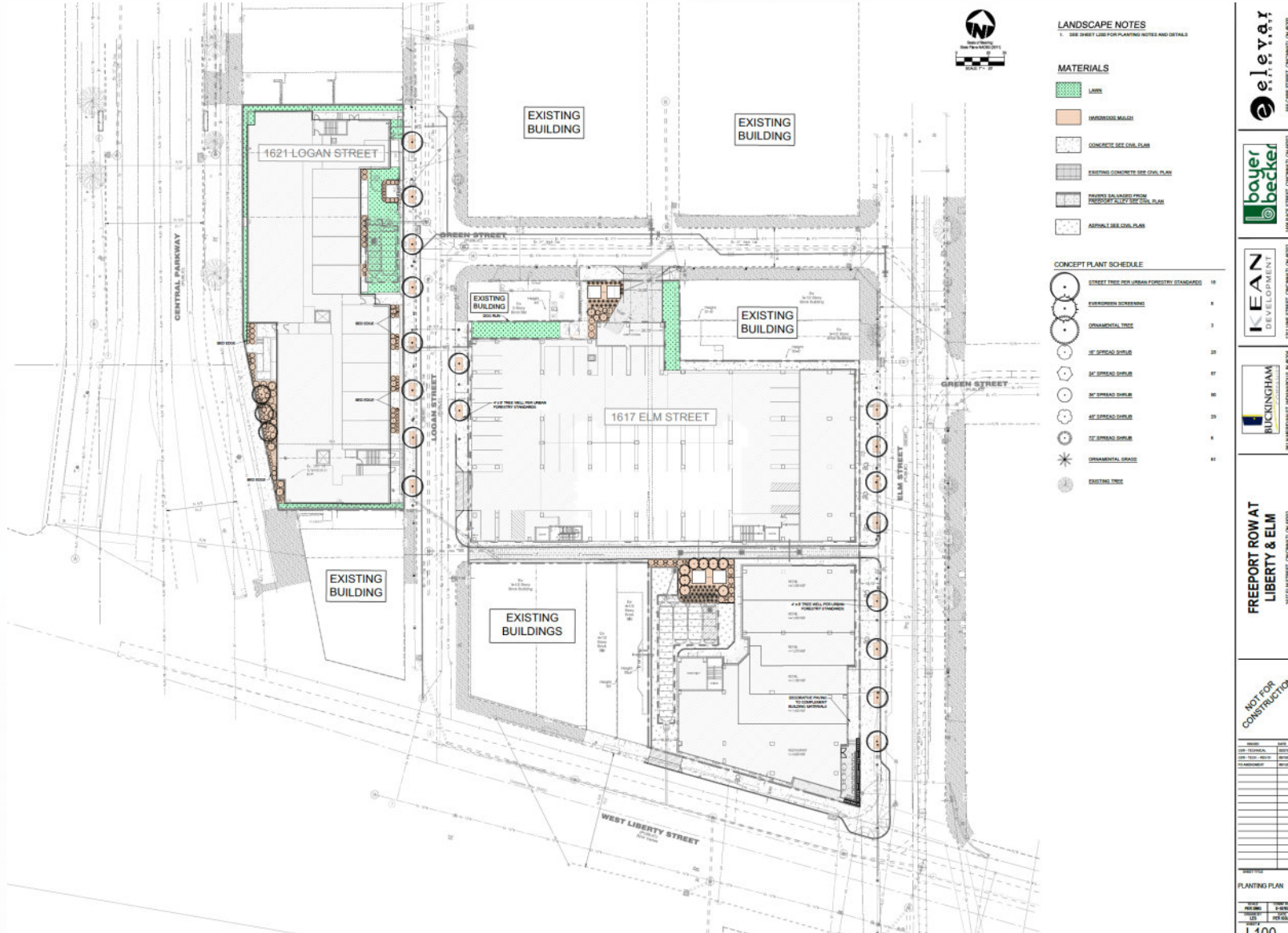
# Plan Elements

## Preliminary Site Grading



# Plan Elements

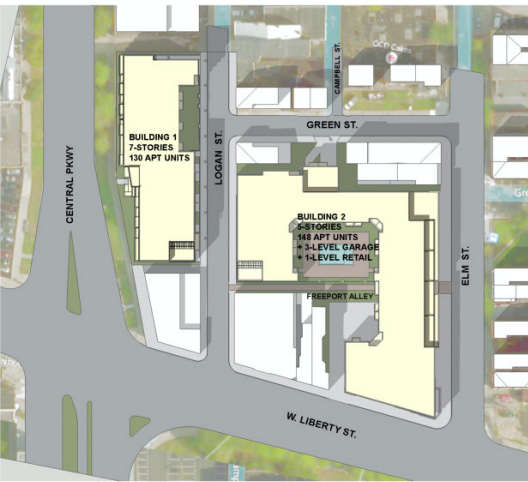
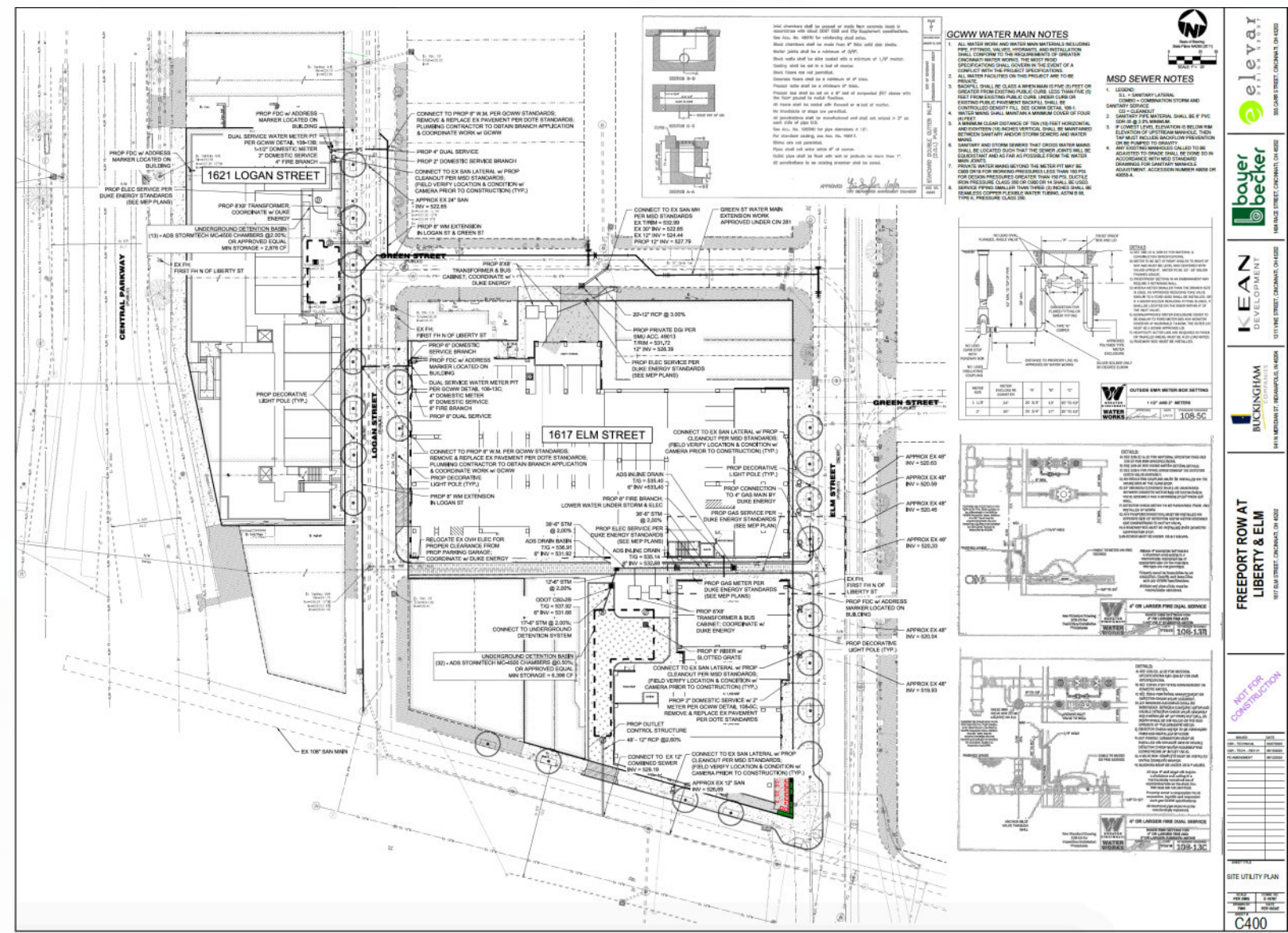
### Depiction of Plantings





# Plan Elements

## Preliminary Site Utility Plan





# Preliminary Reviews (City & Community)

Representatives of the OTR Project Partners, LLC have had extensive communications and have met individually with representatives from the following local organizations to review the project and adapt, modify and coordinate their ideas into our conceptual design where appropriate:

City of Cincinnati – City Planning, Department of Community & Economic Development, Department of Transportation & Engineering  
Over the Rhine Community Council Committees  
Numerous individuals and businesses  
Representatives from Over the Rhine Community Housing, Peaslee Neighborhood Center, Greater Cincinnati Homeless Coalition

## **The City of Cincinnati**

Representatives of OTR Project Partners, LLC have met with various city departments to introduce the project and discuss redevelopment of the site on numerous occasions beginning as early as 2017. Those meetings, phone calls, and discussions have continued at a steady pace and have served an important role in shaping the development. Primary conversations have taken place between the Departments of Community and Economic Development, City Planning, and Transportation & Engineering.



# Preliminary Reviews (City & Community) continued

## Over the Rhine Community

Representatives of the development team have met with numerous independent and official voices in the neighborhood. Beginning in the summer of 2018, the developer met with a coalition of neighborhood stakeholders to hear their concerns with regards to the prior design and to gain perspective and feedback on the proposed amended design. In the fall of 2019, developers met with members of the OTR Infill Committee for additional feedback on possible updated designs. Developers have directly engaged with neighborhood coalitions members on at least fourteen occasions:

- |                   |                       |                       |                    |                    |
|-------------------|-----------------------|-----------------------|--------------------|--------------------|
| (1) June 5, 2018  | (4) November 6, 2019  | (7) November 26, 2019 | (10) May 26, 2020  | (13) July 20, 2020 |
| (2) June 13, 2018 | (5) November 12, 2019 | (8) December 19, 2019 | (11) June 12, 2020 | (14) July 24, 2020 |
| (3) June 29, 2018 | (6) November 22, 2019 | (9) February 3, 2020  | (12) July 16, 2020 |                    |

Developers presented at the following formal OTR Community Council public meetings:

OTRCC Economic Development and Housing Committee – January 7, 2020

OTRCC Board Meeting – January 13, 2020

OTRCC General Membership Meeting – January 27, 2020

OTRCC Economic Development & Housing Committee – July 7, 2020

OTRCC Economic Development & Housing Committee – July 9, 2020

OTRCC Board of Trustees – July 13, 2020\*

*\*Board voted to not allow developer to present to the OTRCC general membership*



# Preliminary Reviews (City & Community) continued

The Concept Development Plan and this Development Program Statement have been drafted with the intent of incorporating the valuable feedback we have received from the community in a manner that yields an economically feasible redevelopment of the site. Significant modifications to the initial plan through the course of its development were made in response to the input from our extensive communications, such as:

1. Lowering the overall height of the building. By nearly 13 feet at the Liberty & Elm corner.
2. Set back upper floor by over 20 feet. Making it essentially invisible from street level.
3. Reduced the retail to better accommodate smaller spaces
4. Added an affordability component as we are currently pursuing tax credits to support it
5. Added an arts alley and murals to create more public art in places accessible to the public
6. Moved from a surface parking (with future garage), in favor of an integrated garage.
7. Provided a design that is more authentic and integrated. Less busy.
8. Removed upper floor units at corners at select transition points



# Preliminary Reviews (City & Community) continued

## Set Back Lines

The Cincinnati Municipal Code Requirements for the CC-M designation for setbacks will be followed. A zero foot minimum to 12 foot maximum setbacks, which will be maintained for this project in order to allow for a proper sidewalk and landscaping.

## Building Heights

The development consists 6 buildings. Renovating the four historic buildings on site, plus a mixed-use building at Liberty & Elm, and across Logan Street on the former Boys & Girls Club site. The primary building at the Liberty & Elm corner will be five stories total (four residential over commercial streetfront). In response to feedback from members of the Infill Committee, we have removed top floor units at corners where select transitions take place adjacent to historic buildings (on Elm and Green Streets); additionally we have introduced generous setbacks of 20' along Elm Street, thus effectively fading the upper floor away from street view. Max height of this building is approximately 63 feet above average grade plane along Elm, which represents a reduction in height by nearly 13 feet from the current max height allowed in the PD.

Max height for the building on Central Parkway & Logan Street will remain consistent with the current zoning for that site (CC-A), which is a maximum of 85 feet.



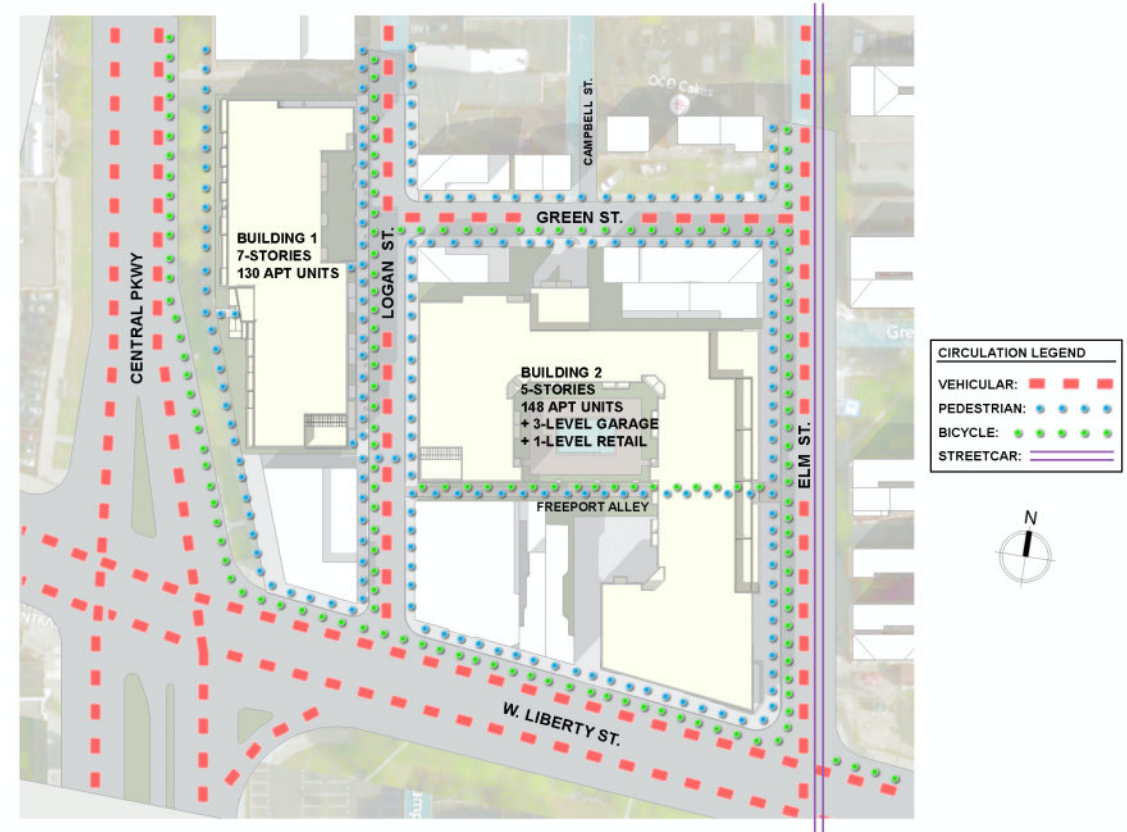
# Preliminary Reviews (City & Community) continued

## Pedestrian Circulation Systems and Open Space

Pedestrians shall retain full circulation around the site through public sidewalks along all streets. Existing sidewalk widths shall be maintained or widened. Freeport Alley will be added back in as a pedestrian and bicycle corridor.

Open Space - Areas of open space include resident courtyard, outdoor dining plazas, and rooftop decks. The open space area, including common open space and private open space, is calculated to be approximately 30,000 square feet in total.

Open Spaces which shall include landscaping, plazas, patios, courtyards, balconies, rooftops shall be provided wherever possible.





# Preliminary Reviews (City & Community) continued

## **Density**

Density for the entire 1.77-acre site shall not exceed 300 units.

## **Refuse Collection**

Trash and waste facilities shall be provided on-site and located in areas to limit visibility. Waste will be stored within the building structure in a fully enclosed trash room and taken out for pick-up.

## **Fire Department Access:**

Developer will coordinate with Cincinnati Fire Department to ensure proper access and that facilities are available for public safety in the event of an emergency.

## **Geotechnical**

Consistent with the site's natural conditions, development of the site will largely follow the existing topography. A geotechnical engineering report has been completed for the site which shows soil conditions consisting of silty fine sand, medium sand, lakebed clays, gray clay, and existing fills of various depths from prior demolitions. Existing rubble-filled basements will be removed. The buildings will be constructed on a combination of conventional footings in certain areas and conventional footing on a ground modification system in other area.



# Preliminary Reviews (City & Community) continued

## Drainage

Onsite detention facilities will be installed to control site runoff per MSD standards. Proposed roof drains will convey roof runoff to the detention system prior to out-letting into the existing public storm infrastructure in Liberty Street.

## Landscaping & Buffering

Landscaping shall be provided in open space wherever it is possible to sustain plant life and not impede other land uses, including but not limited to: around the perimeter of the building, courtyards, and street trees.

Buffer planting shall be used, wherever possible, to define public and semi-private to private spaces, including but not limited to separation between sidewalks and any ground floor residential uses.

## Traffic Control

The Developer met with the Cincinnati Department of Transportation on multiple occasions to review driveway placements, alley treatment, and access points. Additionally, DOTE has participated in two Consolidated Site Review meetings to comment on the plans. Developer and project engineer have remained in communication with DOTE regarding the Liberty Street plans and any coordination needed.



# Preliminary Reviews (City & Community) continued

## **Sewage**

Existing mains are located within all or portions of Elm, Liberty, Logan, and Central. Developer will coordinate with MSD for proposed sanitary sewer services and submit a request for availability for sewer service.

## **Water**

Existing water mains are located within all or portions of Elm, Liberty, and Central right-of-ways. Developer will coordinate with GCWW for proposed sanitary sewer services and submit a request for availability for water service. At the request of GWCC, a water main will be installed in Green Street connecting Elm to Logan.

## **Electric & Natural Gas**

Existing gas and electric service mains are located within all or portions of Elm, Liberty, Logan, and Green. Developer will coordinate with Duke Energy for proposed gas and electric service.

## **Telephone, Internet and Video Services**

Developer will coordinate with local utility providers for proposed communication services.

# Development Controls

## Parking

The development includes an integrated parking garage with approximately 220 parking spaces to meet the parking needs of residential and commercial users.

Handicapped parking is provided in close association with building uses. The number of handicap spaces provided will be per the 2017 Ohio Building Code / ICC A117.1-2009.

The current Cincinnati Code of Ordinances Parking and Loading Regulations- Bicycle Parking Requirements (Section 1425-38) requires provisions of 1 bicycle parking space for every 20 automobile spaces. This will be maintained at a minimum.

Sides of the garage that are not at least partially covered by buildings will received a screening treatment to partially obscure the garage, while still allowing the garage to be naturally ventilated.



# Development Controls

## Retail & Commercial

In addition to the residential component, initial phase of the project will contain a minimum 5,000-15,000 square feet of commercial/retail space along Elm Street. This location will help bridge Liberty Street and connect the Findlay Market area to the lower section of Over the Rhine. The intended uses for this commercial/retail space are:

- Restaurants, full service and limited
  - Drinking establishments
  - Food markets
  - Medical
  - Veterinary
  - Offices
  - Business services
  - Meeting facility
  - Personal instructional services
  - Personal services
  - Retail sales
  - Artisan and small-scale production
  - Galleries
  - Cultural institutions
- Cultural Institutions
  - Daycare centers
  - Schools
  - Loft dwelling units
  - Health & fitness, gyms, training studios





# Development Controls

## Exterior Lighting

All exterior building mounted light sources, including canopies, building perimeter, building security and lighting for commercial retail drives or loading areas will be shielded to ensure that light is directed away from adjacent properties and public rights of way.

Any building façade lighting used to enhance the night-time character of a building façade will be mounted on the façade, or in pavement or landscaped areas at the base of the façade. Light shall be directional with photo metrics or shielding that directs the light to the façade.

## Parking Standards

Minimum dimensions- from Cincinnati Code of Ordinances Parking and Loading Regulations- Bicycle Parking Requirements (Section 1425)

## Signage

Building signage will be provided in accordance with code requirements for the CC-M designation.



# Development Controls

## Architectural Guidelines

The concept for the architectural guidelines is to allow the development to have a character consistent with its use within a common framework of scale, and range of materials. Finishes and colors may be varied, within an overall warm color palette that allows for accent colors at entrances, canopies or similar locations.

All primary building facades shall include architectural elements that create a composition of a base-middle-top, using storefront and cornice details similar to other larger buildings within the OTR neighborhood. Large windows and doors within the facade shall create a sense of rhythm similar to larger commercial or industrial buildings within the Brewery District. All exterior building materials shall be weather resistant, and suitable for the use location.

The height and massing of the building, while not arbitrarily broken up into pieces and parts along the façade, instead successfully mimics an industrial or warehouse typology while relating to the height of adjacent structures. Through strategically placed setbacks, both vertically and horizontally, material changes along the primary facades, and detailing of storefront openings, the scale of the building is visually reduced to a more human scale and to more appropriately work within the surrounding context.



# Economic Inclusion

Economic inclusion in the construction of this development is very important to the development team. All commercially reasonable efforts will be made to adhere to the City's hiring objectives for Small Business Enterprises.

This will include outreach efforts such as meeting and conferring with trade unions, advertising bidding opportunities to the African American Chamber of Commerce, the Hispanic Chamber of Commerce, and including SBE's on all solicitation lists.

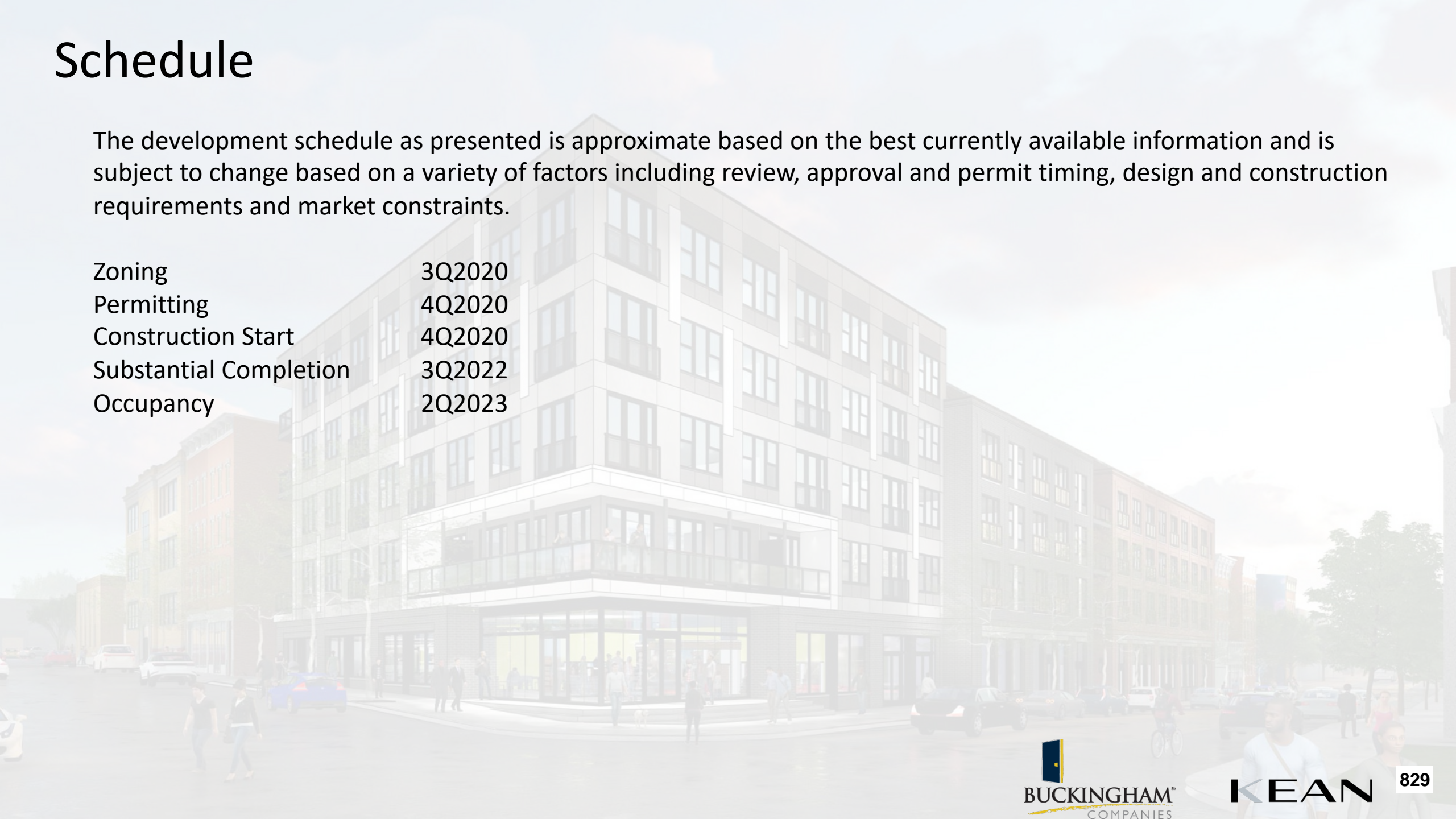
The development team aspires to include 30% of its total dollars spent for construction and 15% of total dollars spent for supplies/services and professional services with SBE's, including SBE's owned by minorities and women.



# Schedule

The development schedule as presented is approximate based on the best currently available information and is subject to change based on a variety of factors including review, approval and permit timing, design and construction requirements and market constraints.

Zoning	3Q2020
Permitting	4Q2020
Construction Start	4Q2020
Substantial Completion	3Q2022
Occupancy	2Q2023











B2: ELM ST. FACADE LOOKING SW



B1 & B2: BIRDSEY LOOKING SW



B1: CENTRAL & LIBERTY LOOKING NE



B2: ELM ST. FACADE LOOKING NW



B1: CENTRAL FACADE LOOKING SE



B2: LIBERTY & ELM LOOKING NW





















January 20, 2021

To: Nicole Crawford, Office of the Clerk of Council

From: Katherine Keough-Jurs, AICP, Director, Department of City Planning

Copies to: Stacey Hoffman, Senior City Planner

Subject: **Emergency Ordinance** – Major Amendment to the Concept Plan and Development Program Statement for Planned Development #76, Liberty and Elm

---

The above referenced ordinance is ready to be scheduled for Committee. We are requesting that this item be scheduled for the January 20, 2021 meeting of the Economic Growth & Zoning Committee. This item requires a public hearing and notice in the City Bulletin 14 days before the public hearing.

Included in this submission are the following items:

- 1) The transmittal letter to the Economic Growth & Zoning Committee;
- 2) A copy of the Planning Commission staff report dated October 2, 2020;
- 3) The mailing labels for notification of all property owners within the 400 feet of the zone change; and
- 4) A copy of the mailing labels for your records.

Please note that the Emergency Ordinance may be transmitted directly from the Law Department.



January 20, 2021

Cincinnati City Council  
 Council Chambers, City Hall  
 Cincinnati, Ohio 45202

Dear Members of Council:

We are transmitting herewith an Emergency Ordinance captioned as follows:

**APPROVING** a major amendment to the concept plan and development program statement governing Planned Development District No. 76 to amend and restate the existing concept plan and development program statement governing Planned Development District No. 76 and to incorporate certain adjacent property, thereby approving the rezoning of that property from the CC-A, "Commercial Community-Auto," zoning district to Planned Development District No. 76, in order to facilitate the construction of a new mixed-used development at the northwest corner of W. Liberty Street and Elm Street in the Over-the-Rhine neighborhood.

**Summary:**

Planned Development #76 (PD-76), Liberty and Elm was established by City Council on June 29, 2016 (Ordinance 0251-2016).

The petitioner proposed a zone change (1621 Logan) and a Major Amendment to the Concept Plan and Development Program Statement for Planned Development #76 (PD-76), Liberty and Elm, in Over-the-Rhine. The proposal adds an additional 1.0124 acres into PD-76 along Logan Street and Central Parkway and amends the Concept Plan and Development Program Statement.

On October 2, 2020, the City Planning Commission recommended the following to City Council on the condition that the petitioner obtain approval of all applicable Certificates of Appropriateness as identified by the Urban Conservator in their report to the commission prior to the approval of a final development plan:

1. **APPROVE** the proposed change in zoning at 1621 Logan Street from CC-A (Commercial Community-Auto) to PD-76 (Planned Development #76);
2. **APPROVE** the Major Amendment to the Concept Plan and Development Program Statement for Planned Development #76, Liberty and Elm, as specified on pages 2-3 of the report; and
3. **ADOPT** the Department of City Planning Findings as detailed on page 9 of the report.

Motion to Approve: Mr. Juech

Ayes:

Mr. Eby  
 Mr. Juech  
 Ms. McKinney  
 Mr. Samad  
 Ms. Sesler  
 Mr. Smitherman

Seconded: Mr. Eby

Nays:

Mr. Stallworth

THE CITY PLANNING COMMISSION

---

Katherine Keough-Jurs, AICP, Director  
 Department of City Planning

February 2, 2021

To: Mayor and Members of City Council

202100261

From: Paula Boggs Muething, City Manager

Subject: **DEVELOPMENT AGREEMENT FOR LIBERTY & ELM  
(B VERSION)**

---

Attached is an Emergency Ordinance captioned as follows:

**AUTHORIZING** the City Manager to execute a Development Agreement with OTR Project Partners, LLC, pertaining to the development and construction of residential rental units and commercial space at 1617 Elm Street and 1621 Logan Street in the Over-the-Rhine neighborhood of Cincinnati, and providing for City assistance to the project in the form of a rebate of a portion of the service payments in lieu of taxes imposed in connection with a proposed 30-year property tax exemption for improvements pursuant to Ohio Revised Code Section 5709.41, subject to the passage by this Council of a separate ordinance authorizing such tax exemption.

#### **ADDITIONAL DEAL TERMS – B VERSION**

The Developer controls the historic properties at 212-214 W. Liberty Street and 1711-1713 Elm Street, directly adjacent to the Liberty & Elm project site. The Developer will use commercially reasonable efforts to apply for Low Income Housing Tax Credits (LIHTC) from the State of Ohio Housing Finance Agency to support the redevelopment of the historic properties. If successful, the Developer will construct at least 5% of the aggregate housing units created by the new construction and renovation projects in accordance with all affordability requirements associated with LIHTC funding. Generally speaking, the average income limitations for a LIHTC project must not exceed 60% of Area Median Income.

#### **BACKGROUND/CURRENT CONDITIONS**

Under ordinance 87-2017 passed on May 10, 2017, City Council authorized the City Manager to execute a Property Sale & Development Agreement with W. Liberty & Elm, LLC, an affiliate of Source 3 Development, to construct a mixed-use project at the corners of Liberty and Elm Streets in Over-the-Rhine. The project required the vacation of City-owned right-of-way including portions of Campbell Street and Freeport Alley. Due to financing complications, Source 3 did not proceed with the

project and a new development team lead by KEAN Ventures (formerly Fortus Group) and Buckingham Companies acquired the project in early 2018. Since then, the new development team has worked diligently to reimagine the project and improve the overall design. In addition to the original site at 1617 Elm Street, the project will now incorporate the site of the former Boys & Girls Club of Greater Cincinnati, vacant since 2015, at 1621 Logan Street.

### **DEVELOPER INFORMATION**

OTR Partner Projects, LLC is an affiliate between FG OTR 1, LLC (KEAN Ventures), an Ohio company, and BC OTR Cincinnati, LLC (Buckingham Companies), an Indiana company. Together, the partnership is also developing the former Anthem Office Site in the East Walnut Hills neighborhood of Cincinnati where they broke ground in 2020.

### **PROJECT DESCRIPTION**

Developer will first demolish the existing improvements at 1621 Logan Street and subsequently develop a six to seven story residential apartment building with 130 market-rate rental units. The newly constructed building at 1617 Elm Street will be a five-story mixed-use development consisting of 148 market-rate apartment units, 10,000 square feet of commercial space, and a 220-space structured parking garage. Freeport Alley will also be restored for pedestrian and bicycle use as part of the project. Once completed, monthly rents for the project will range from \$1,400 for a studio apartment to \$2,800 for a four-bedroom unit. Total project cost is estimated to be \$77,000,000.

### **PROPOSED INCENTIVE**

DCED is recommending a Tax Increment Financing (TIF) exemption for the project site pursuant to Ohio Revised Code 5709.41 for a period of 30 years. Following the creation of the project TIF, the City and Developer will enter a Service Agreement which will require payment of full statutory Service Payments in lieu of real estate taxes. Prior to the rebate of any Service Payments to the Developer, 33% of the Service Payments will be paid to Cincinnati Public Schools, and for tax years 11-30, Developer is willing to make an annual VTICA contribution equal to the greater of \$90,000 or 7% of the Service Payments for the purpose of funding the maintenance and operations of the streetcar, in accordance with Council policy. The proposed VTICA contributions in this B version are projected to total \$1,454,962 cumulatively over the life of the incentive.

As a material representation for the City to provide this incentive the Developer will contribute \$750,000 to a City-designated third-party organization to be used to develop and preserve affordable housing in the City. Without the project TIF, the Developer is unable to secure the construction financing for the project improvements.

<b>SUMMARY</b>	
<b>Forgone Public Benefit if Project Does not Proceed</b>	
Affordable Housing Contribution ( <b>Forgone</b> )	(\$750,000)
CPS PILOT ( <b>Forgone New Revenue</b> )	(\$10,288,656)
VTICA ( <b>Forgone New Revenue</b> )	(\$1,454,962)
Income Tax ( <b>Forgone New Revenue</b> )	(\$611,730)
<b>Total Public Benefit Lost</b>	<b>(\$13,105,348)</b>
<b>Incentive Value</b>	
Annual Net Incentive to Developer	\$647,804
<b>Total Term Incentive to Developer</b>	<b>\$19,434,129</b>
<b>City's Portion of Property Taxes Forgone</b>	<b>\$4,023,836</b>
<b>Public Benefit</b>	
Affordable Housing Contribution	<b>\$ 750,000</b>
CPS PILOT	
Annual CPS Pilot	\$342,955
Total Term CPS PILOT	<b>\$10,288,656</b>
VTICA	
Average Annual VTICA for Term	\$48,499
Total Term VTICA	<b>\$1,454,962</b>
Income Tax (Max)	<b>\$611,730</b>
<b>Total Public Benefit (CPS PILOT/VTICA /Income Tax)</b>	<b>\$13,105,348</b>
Total Public Benefit ROI*	\$0.67
City's ROI*	\$3.26

\*If the project were going to happen regardless of incentive, this is the return of real dollars for public benefits as potential future dollars are forgone

## **RECOMMENDATION**

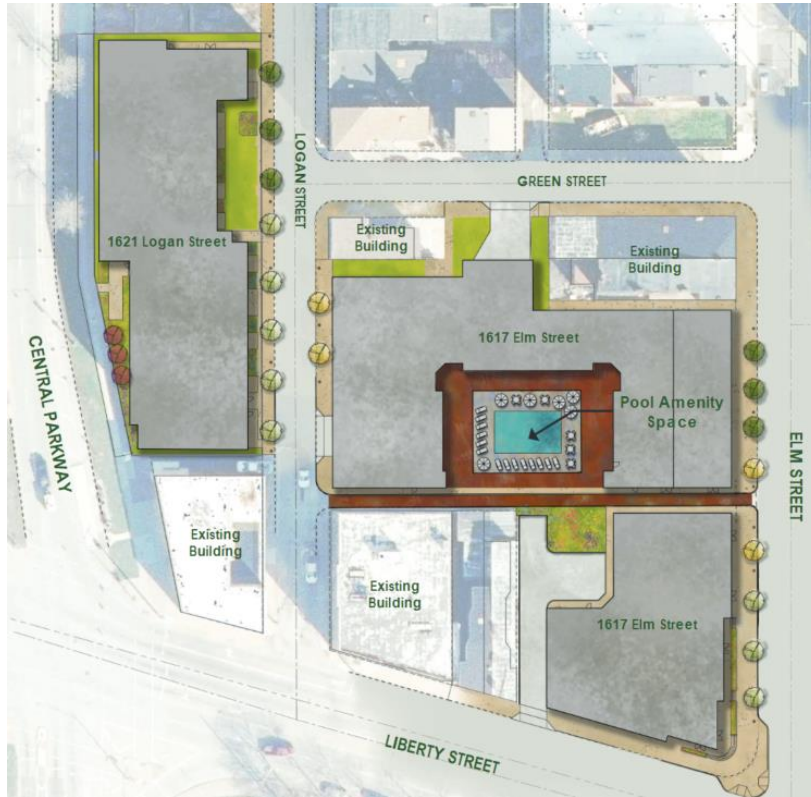
The Administration recommends approval of this Emergency Ordinance. The project will bring additional housing units to the urban core and will add much needed density to northern Over-the-Rhine, specifically on the streetcar line. This development will replace a vacant and underutilized prominent corner in the City and help fill a gap in connectivity between southern and northern Over-the-Rhine. The emergency clause is needed so that the project can meet its construction commencement deadlines.

Attachment: A. Property location and photographs

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

## Attachment A: Location and Concept Plan

### *Property Location & Concept Plan*



### *1617 Elm Street – Elevation*





EMERGENCY

City of Cincinnati

KMG/B

BWB

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

- 2021

**AUTHORIZING** the City Manager to execute a *Development Agreement* with OTR Project Partners, LLC, pertaining to the development and construction of residential rental units and commercial space at 1617 Elm Street and 1621 Logan Street in the Over-the-Rhine neighborhood of Cincinnati, and providing for City assistance to the project in the form of a rebate of a portion of the service payments in lieu of taxes imposed in connection with a proposed 30-year property tax exemption for improvements pursuant to Ohio Revised Code Section 5709.41, subject to the passage by this Council of a separate ordinance authorizing such tax exemption.

WHEREAS, OTR Project Partners, LLC (“Developer”) desires to enter into a *Development Agreement* with the City of Cincinnati (the “Development Agreement”) pertaining to the development of 1617 Elm Street and 1621 Logan Street in Cincinnati (the “Project Site”), which development will be comprised of approximately 10,000 square feet of commercial space, 278 residential rental units, and structured parking with about 220 parking spaces, at an estimated aggregate development cost of \$77,000,000 (the “Project”); and

WHEREAS, Developer anticipates that the Project will result in (i) the creation of approximately 4 full-time equivalent permanent employees with an annual payroll of approximately \$300,000; and (ii) the creation of approximately 200 temporary employees with an estimated total payroll of \$10,065,000 during the construction period; and

WHEREAS, as further described in the Development Agreement, Developer will contribute \$750,000 to a City-designated third-party organization, which funds must be used to develop and preserve affordable housing in the City; and

WHEREAS, as further described in the Development Agreement, Developer acknowledges and agrees that either it or its affiliate will use commercially reasonable efforts to apply for low income housing tax credits and if successful, construct at least 5% of the aggregate units of the Project and the KEAN Redevelopment Project (as defined in the Development Agreement) in accordance with the affordability requirements associated with such low income housing tax credits at the site of the KEAN Redevelopment Project (as defined in the Development Agreement); and

WHEREAS, the City’s Department of Community and Economic Development has recommended a 30-year real property tax exemption for the Project pursuant to Ohio Revised Code Section 5709.41, subject to the passage by this Council of a separate ordinance authorizing such exemption (the “Project TIF” and the “TIF Ordinance,” as applicable); and

WHEREAS, in order to create the Project TIF, the City must have held fee title to the Project Site prior to the enactment of the TIF Ordinance; therefore, pursuant to the Development

Agreement: (i) Developer will first sell and convey (or cause to be sold and conveyed) the Project Site to the City for \$1.00; and (ii) immediately thereafter, the City will reconvey the Project Site to Developer (or its affiliate) for \$1.00; and

WHEREAS, upon passage of the TIF Ordinance, Developer desires to enter into a *Service Agreement* with the City, in substantially the form attached as an exhibit to the Development Agreement, pursuant to which Developer will make service payments in lieu of real property taxes; and

WHEREAS, the parties anticipate that the service payments in lieu of taxes will be used: (i) to make payments to the Board of Education of the Cincinnati City School District (the "School Board") under the City's *Tax Incentive Agreement* with the School Board effective as of April 28, 2020; (ii) for the City to maintain and operate the streetcar; (iii) to pay certain administration fees to the Hamilton County, Ohio Auditor and the City; (iv) to make rebate payments to Developer with respect to the Project; and (v) to support urban redevelopment purposes, in each case in the manner and in the respective amounts set forth in the Development Agreement; and

WHEREAS, the City has determined that it is in the best interest of the City to rebate the aforementioned portion of the service payments to Developer because the City will receive substantial economic and non-economic benefits from the Project in that the Project will create jobs, stimulate economic growth in Over-the-Rhine, increase the City's housing stock, and enable the Project Site to be put to its highest and best use, for the benefit of the people of the City; and

WHEREAS, the Project Site is located in the "District 3 – OTR West District Incentive District" TIF district; and

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

WHEREAS, Section 16 of Article VIII of the Ohio Constitution provides that it is in the public interest and a proper public purpose for the City to enhance the availability of adequate housing and to improve the economic and general well-being of the people of the City by providing or assisting in providing housing; and

WHEREAS, the City believes that the Project will promote urban redevelopment in the Over-the-Rhine neighborhood of Cincinnati, is in the vital and best interests of the City and the health, safety, and welfare of its residents, and is in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements; and

WHEREAS, the City Planning Commission approved the City's acquisition and reconveyance of the Project Site at its meeting on October 2, 2020; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a *Development Agreement* with OTR Project Partners, LLC (“Developer”), in substantially the form attached as Attachment A to this ordinance (the “Development Agreement”), pertaining to the development of 1617 Elm Street and 1621 Logan Street in Cincinnati (the “Project Site”), which development will consist of approximately 278 residential rental units, 10,000 square feet of commercial space, and structured parking with about 220 parking spaces (the “Project”), at an estimated aggregate development cost of \$77,000,000.

Section 2. That, pursuant to the Development Agreement, Council (i) finds that the City is engaging in urban redevelopment; and (ii) authorizes the City to accept title to the Project Site and to promptly thereafter reconvey the same to Developer or its affiliate, in each instance for \$1.00, in order to facilitate the subsequent creation of a real property tax exemption for the Project Site under Ohio Revised Code Section 5709.41.

Section 3. That Council authorizes the appropriate City officials to take all necessary and proper actions to fulfill the terms of this ordinance, the Development Agreement, any and all Project-related documents described in the Development Agreement, and all ancillary agreements, amendments, property deeds, plats, and other documents to create new encumbrances and release existing encumbrances on the title to the Project Site, all as deemed necessary or appropriate by the City Manager.

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 enable the parties to execute the Development Agreement as

soon as possible so that Developer can promptly move forward with the Project, thereby creating a significant economic benefit and enhancement to the City at the earliest possible time.

Passed: \_\_\_\_\_, 2021

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

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

**ATTACHMENT A**



## DEVELOPMENT AGREEMENT (Liberty and Elm)

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into effective as of the Effective Date (as defined on the signature page hereof) between the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"), and **OTR PROJECT PARTNERS, LLC**, an Ohio limited liability company, 14 West 15<sup>th</sup> Street, Cincinnati, Ohio 45202 ("**Developer**"), which is an affiliate of FG OTR 1, LLC, an Ohio limited liability company ("**FG**"), and BC OTR Cincinnati, LLC, an Indiana limited liability company ("**BC**"). **W LIBERTY & ELM, LLC**, an Ohio limited liability company ("**Prior Developer**"), is a party to this Agreement for the exclusive purpose of acknowledging and agreeing to the termination of the PSDA (as defined below) and Section 3(K).

### Recitals:

A. Developer is in the process of acquiring 1617 Elm Street and 1621 Logan Street, Cincinnati, Ohio 45202, which currently includes a vacant lot, abandoned right-of-way, and an existing recreational building, as more particularly described in Exhibit A-1 (*Site Plan; Legal Description; Parcel List*) hereto (the "**Property**").

B. The City and Prior Developer are parties to that certain *Property Sale and Development Agreement* dated March 12, 2018 (the "**PSDA**").

C. The portion of the Property consisting of former public rights-of-way, known as Freeport Alley, between Logan Street and Elm Street, and a portion of Campbell Street, between Green Street and Freeport Alley, near the northwest corner of W. Liberty Street and Elm Street in Over-the-Rhine, as depicted on Exhibit A-2 (*Sale Property*) hereto (the "**Sale Property**"), was previously owned by the City and under the management and control of the City's Department of Transportation and Engineering ("**DOT**") and is the continued subject of certain repurchase rights, as more fully described herein.

D. Developer intends to demolish the existing improvements on the Property and to build approximately 278 residential rental units, approximately 10,000 square feet of commercial space, structured parking with about 220 parking spaces, the Public Improvements (as defined below) that include restoring Freeport Alley for pedestrian and bicycle use, and construct other related improvements at a total estimated project cost of \$77,000,000, all as more particularly described on Exhibit B (*Scope of Work, Budget and Source of Funds*) hereto (collectively, the "**Project**").

E. The City's Real Estate Services Division previously determined, by professional appraisal, that the approximate fair market value of the Sale Property was, at the time of its sale to the Prior Developer, \$35,300; however, the City is agreeable to using up to \$29,736.72 (such amount being the purchase price less the City's closing costs) to reimburse Developer for costs incurred by Developer in constructing public improvements within the adjacent public rights-of-way in connection with the Project (the "**Public Improvements**").

F. The Project is expected to be substantially completed by December 1, 2023 (the "**Completion Deadline**"). Developer has estimated that the Project will result in approximately 200 full-time temporary construction jobs with a total payroll of \$10,065,000, together with approximately 4 full-time permanent jobs upon completion with an estimated annual payroll of approximately \$300,000.

G. In furtherance of the City's urban redevelopment goals, the City intends to provide an incentive to facilitate the creation of housing units and jobs within the City limits. Namely, the City intends to exempt improvements to the Property from real estate taxation under Section 5709.41 of the Ohio Revised Code for 30 years by ordinance (the "**TIF Exemption**" and the "**TIF Ordinance**", respectively), whereby (a) Developer will pay (or cause to be paid) statutory service payments ("**Service Payments**") to the Hamilton County Treasurer, pursuant to a service agreement to be entered into by and between the City and Developer following the Effective Date, which shall be substantially in the form of Exhibit C (*Form of Service Agreement*) hereto (the "**Service Agreement**"), in the same manner and amount as real property taxes on the Property would be paid had the project-based TIF Exemption not been established, {00327759-6}

and (b) the Service Payments, less applicable Hamilton County Auditor fees, will be distributed by the Hamilton County Treasurer to the City and placed in Fund No. 763, Urban Redevelopment Tax Increment Equivalent Fund II, established by Cincinnati City Council Ord. No. 217-2015.

H. Developer anticipates that future development, improvements, amenities and organizations will contribute to the quality and vitality of Over-the-Rhine, 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 Over-the-Rhine. Although this feedback effect will promote the revitalization and redevelopment of the City, it could also impact the affordability of property in the area. Developer acknowledges that there is a critical need for funding within the City for the preservation and development of quality affordable housing. Therefore, with the intention of preserving developing, and improving the availability of quality, reliable affordable housing on a City-wide basis, on or before the on the date of closing for the construction financing for the Project (the "**Financial Closing Date**"), Developer will contribute \$750,000 (the "**Affordable Housing Contribution**") to a City-designated third-party organization (the "**Affordable Housing Organization**"), which funds the Affordable Housing Organization will be obligated by Developer to use the Affordable Housing Contribution to develop and preserve affordable housing in the City.

I. Developer anticipates that either it or its affiliate will redevelop the buildings located at 212-214 W. Liberty Street and/or 1711-1713 Elm Street, Cincinnati, Ohio 45202 (the "**KEAN Redevelopment Project**"). Developer acknowledges and agrees that either it or its affiliate will use commercially reasonable efforts to apply for low income housing tax credits, either through the State of Ohio's FHAct50 Program or another State of Ohio program (the "**State Affordable Housing Tax Credits**") for the KEAN Redevelopment Project. In the event that Developer or its affiliate receives the State Affordable Housing Tax Credits for the KEAN Redevelopment Project, then at least 5% of the aggregate housing units created by the Project and the KEAN Redevelopment Project will be constructed by Developer or its affiliate as part of the KEAN Redevelopment Project in accordance with any and all of the affordability requirements associated with the State Affordable Housing Tax Credits (the "**Affordable Units**"). For the avoidance of doubt, (i) no Affordable Units are required to be constructed on the Property or as part of the Project and (ii) nothing in this Recital I shall be binding upon an assignee of Developer's rights hereunder unless such assignee or its affiliate undertakes the KEAN Redevelopment Project. The parties acknowledge and agree that any affordable housing units constructed by Developer or its affiliate in connection with the KEAN Redevelopment Project in excess of those funded by the State Affordable Housing Tax Credits will likely require additional funding, and any additional City funding is subject to further approvals, including legislative approvals, by the City.

J. City Council passed Motion No. 201401368 on November 19, 2014 and Motion No. 201501592 on December 16, 2015 (the "**VTICA Motions**"), which VTICA Motions (i) direct the Department of Community and Economic Development ("**DCED**") to treat contributions by developers in the vicinity of the streetcar project to streetcar operations ("**VTICA**") to be a major factor in its analysis of the appropriateness of providing tax incentives to the developers' projects, and (ii) establish that a contribution of at least 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement is the threshold for whether such a contribution is to be considered by DCED. Due to financial constraints of the Project, for tax years 11-30 of the TIF Exemption, Developer is willing to make a VTICA contribution equal to the greater of \$90,000 or 7% of the Service Payments (as defined below) for the purpose of funding the maintenance and operations of the streetcar given the value that the streetcar provides to the Project (collectively, the "**VTICA Contributions**"). DCED nonetheless believes that, on balance, the Project merits the assistance described in this Agreement because of the aggregate value of the VTICA Contributions, the scale and significance of the investment in the Property and the transformative nature of the Project, and the impact that a continuous 15% contribution would have on the Project's feasibility. To facilitate the VTICA Contributions in as convenient a manner as possible, the City will withhold the VTICA Contributions from the Service Payments and to direct them appropriately in accordance with this Agreement.

K. Prior to any rebate of Service Payments to Developer as described herein, (i) a portion of the applicable Service Payments will be retained by the Hamilton County, Ohio Auditor as a fee, (ii) 33% of the applicable Service Payment will be paid to the Board of Education of the Cincinnati City School {00327759-6}

Contract No: \_\_\_\_\_

## **DEVELOPMENT AGREEMENT**

*between the*

**CITY OF CINCINNATI,**  
an Ohio municipal corporation

*and*

**OTR PROJECT PARTNERS, LLC,**  
an Ohio limited liability company

Project Name: Liberty and Elm  
(1617 Elm Street and 1621 Logan Street, Cincinnati, Ohio)

Dated: \_\_\_\_\_, 2021

District (the "**School Board**") to satisfy the City's obligations with respect to the Project under that certain Tax Incentive Agreement by and between the City and the School Board effective as of April 28, 2020, as the same may be hereafter amended, modified, and restated (the "**School Board Payments**"), (iii) the City will retain the fees described in Section 11(B) of this Agreement, and (iv) the City will retain the VTICA Contribution, if applicable. The proceeds of any Service Payment actually received by the City with respect to the Property, net of the payments described in clauses (i) through (iv), are referred to in this Agreement as the "**Rebate Payments**". Subject to the terms and conditions of this Agreement, during years 1 through 30 of the TIF Exemption, the City will provide the Rebate Payments to Developer.

L. In order to create a project-based TIF Exemption for the Project under Section 5709.41 of the Ohio Revised Code, the City must have held fee title to the Property prior to the enactment of the TIF Ordinance. Accordingly, Developer will convey fee title to the Property to the City for \$1.00 at Closing (as defined below), and the City will immediately re-convey the Property to Developer or its Affiliate (as defined below) thereafter for \$1.00, in each case on, and subject to, the terms of this Agreement.

M. The City has determined that re-conveying the Property to Developer or Developer's Affiliate for \$1.00 is appropriate because the City will receive the Property for the same amount, and the conveyance of the Property back to Developer or its Affiliate is necessary to facilitate the Project.

N. The City has determined that eliminating competitive bidding in connection with the re-conveyance of the Property to Developer or its Affiliate is appropriate because Developer's willingness to initially convey the Property to the City is contingent upon the City's agreement to promptly re-convey the Property to Developer or its Affiliate and to no other party.

O. The Property is currently included in the tax increment financing ("**TIF**") district known as District 3 – OTR West District Incentive District (the "**OTR West TIF District**"). The City will "layer" the exemption provided pursuant to the TIF Ordinance over the OTR West TIF District, as it does not intend to remove the Property from the OTR West TIF District.

P. As used herein, the term "**Project Documents**" means, collectively, this Agreement, the Service Agreement, the Completion Guaranty (as defined below), the Indemnity Agreement (as defined below), and any and all other agreements pertaining to the Project entered into by the City, on the one hand, and Developer, on the other hand, or any instruments or other documents pertaining to the Project made by the City in favor of Developer or by Developer in favor of the City.

Q. 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.

R. Section 16 of Article VIII of the Ohio Constitution provides that, to enhance the availability of adequate housing in the state and to improve the economic and general welfare of the people of the state, it is in the public interest and a proper public purpose for the state or its political subdivisions, directly or through a public authority, agency, or instrumentality, to provide grants, loans or other financial assistance for housing in the state, for individuals and families, by the acquisition, financing, construction, leasing, rehabilitation, remodeling, improvement, or equipping of publicly- or privately-owned housing.

S. The City, upon recommendation of DCED, believes that the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements and for this reason the City desires to facilitate the Project by providing the Rebate Payments as described herein and in the Service Agreement.

T. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the re-conveyance of the Property to Developer in connection with the Project at its meeting on October 2, 2020.

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U. The execution of this Agreement and the other Project Documents, as applicable, was authorized by Cincinnati City Council by Ordinance No. [\_\_\_\_], passed by Cincinnati City Council on [\_\_\_\_]. Notwithstanding anything to the contrary in this Agreement, the parties' obligations hereunder are conditioned upon the passage of the TIF Ordinance.

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

**1. DUE DILIGENCE INVESTIGATIONS.**

(A) Developer's Delivery of Due Diligence Materials to the City. Following the Effective Date and at such time as such documents become available, Developer, at its sole expense, shall obtain and deliver (or cause to be obtained and delivered) to the City the following items:

- (i) *Title:* A copy of Developer's Owner's Policy of Title Insurance or other evidence satisfactory to the City showing that Developer owns good and marketable fee simple title to the Property;
- (ii) *Survey:* An ALTA survey of the Property showing all easements and other matters of record that can be shown on a survey;
- (iii) *Site Plan:* A detailed site plan showing the proposed location of the Project and approved by DOTE and DCED;
- (iv) *Appraisal:* A projected "as built" appraisal of the Project (but only if such an appraisal is required by Developer's lender);
- (v) *Construction Schedules:* A detailed construction timeline showing significant construction milestones;
- (vi) *Budget:* A detailed and updated development budget for the Project;
- (vii) *KEAN Redevelopment Project Update:* an update on Developer's or its affiliate's progress in obtaining the State Affordable Housing Tax Credits for the KEAN Redevelopment Project;
- (viii) *Guaranty:* Evidence satisfactory to the City that the Guarantor (as defined below) has sufficient assets and liquidity in the event that the City seeks payment under the Completion Guaranty or the Indemnity Agreement, in accordance with the terms thereof; and
- (ix) *Environmental:* A copy of whatever environmental reports Developer and Developer may obtain in connection with the Project, including, at a minimum, in addition to the Phase I and Phase II environmental site assessments Developer has provided, such other evidence and documentation as is deemed necessary or desirable by the City's Office of Environment and Sustainability to confirm that environmental conditions on the site are adequate for the City to take title, and such agreements or other documentation as may be necessary to provide the City with the legal right to rely on any applicable environmental reports; and
- (x) *Financing:* Evidence satisfactory to the City that Developer has or has obtained sufficient financial resources in order to commence and complete the Project.

(B) Contingency for City's Satisfaction with Due Diligence Investigations. All reports and the like obtained by Developer from third parties and delivered (or caused to be delivered) to the City shall be recent (*i.e.*, prepared or updated, as the case may be, within three (3) months preceding the date that the item is delivered to the City or such longer period of time as the City may, in its sole discretion, deem reasonable) and shall be prepared by properly licensed and qualified companies or individuals acceptable to the City. In addition to the above due diligence items, the parties may conduct whatever additional investigations concerning the Project as they deem necessary, including without limitation investigations into the feasibility and likelihood of Developer obtaining all building, zoning and other approvals from the Department of Buildings and Inspections, the City Planning Commission, and any other applicable City departments, agencies or boards. If, during or at the conclusion of the due diligence investigations, any party reasonably determines that any part of the Project is not feasible, then, notwithstanding anything in this Agreement to the contrary, such party may terminate this Agreement by giving the other party written notice thereof, whereupon this Agreement shall terminate and neither party shall thereafter have any

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rights or obligations hereunder except as may expressly survive termination. Notwithstanding Section 7 hereof, unless otherwise directed by the DCED Director, Developer shall deliver (or cause to be delivered) all due diligence materials to be provided to the City under this Agreement to the DCED Director (for review by DCED and other City departments as deemed necessary or appropriate by DCED) and shall generally coordinate all aspects of the Project (as they relate to the City) through DCED. Upon Closing, the termination rights of the parties under this Section 1(B) shall automatically terminate and thereafter shall be null and void.

## **2. CLOSING.**

(A) **Closing Date.** The closing of the transactions described in this Section 2 (the “Closing”) is anticipated to take place on the date that is approximately two months following the Effective Date, or such other date as the parties may agree upon (the “Closing Date”); *provided, however* that the Closing shall occur prior to the passage of the TIF Ordinance. It is the intention of the parties that all of the transactions contemplated in this Section 2 will occur on the same date in as immediate of a sequence as is possible. The occurrence of the Closing is subject to (i) the parties’ satisfaction with the various due diligence matters described in Section 1 above, and (ii) the prior execution and delivery to the City of the Service Agreement and each of the other Project Documents.

(B) **Initial Conveyance.** On the Closing Date, Developer shall transfer title to the Property to the City for \$1.00 (the “Initial Conveyance”) by Quitclaim Deed in substantially the form of Exhibit D-1 (Form of Quitclaim Deed - Initial Conveyance) hereto. Developer shall pay all customary closing costs relating to the Initial Conveyance (e.g., County transfer tax and County recording fees). The City agrees to neither make, nor permit to be made, any material changes to the condition of the Property or the title thereto during the period in which it owns the Property, which the parties intend to be for as short a period as practicable. During the period in which the City owns the Property, Developer, and its employees and agents, are permitted to enter upon the Property for the purpose of conducting activities associated with the Project at no cost to the City, provided that such entry shall be at the sole risk of Developer, its employees and agents, and provided, further, for the avoidance of doubt, that the activities described in this sentence are subject to the indemnification provision in Sections 3(H) and 5(C) of this Agreement.

(C) **City Conveyance.** Immediately following the Initial Conveyance, the City shall re-convey the Property to Developer or its Affiliate for \$1.00 (the “City Conveyance”), by a Quitclaim Deed in substantially the form of Exhibit D-2 (Form of Quitclaim Deed – City Conveyance) hereto. Developer shall pay all customary closing costs relating to the City Conveyance (e.g., County transfer tax and County recording fees). The deed effecting the Initial Conveyance shall be recorded prior to the deed effecting the City Conveyance.

(D) **Miscellaneous Closing Provisions.** 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 related to the Property to the City. There shall be no proration of real estate taxes and assessments at Closing, and it is understood that the City shall in no way be responsible for the payment of any real estate taxes, service payments in lieu of taxes and assessments due or thereafter becoming due. At Closing, the City and Developer shall execute a closing statement, County exempt transfer forms and any and all other customary closing documents that may be deemed necessary for the Closing by the City.

## **3. COMPLETION OF THE PROJECT.**

(A) **Preparation of Plans and Specifications.** Promptly following the Effective Date, Developer shall prepare plans and specifications for the Project and shall submit the same to DCED for review and approval; *provided* that DCED may only withhold approval if such plans and specifications (i) materially reduce or diminish the size, scope, quality, or site plan of the Project, (ii) could reasonably be expected to materially reduce the projected hard construction cost of the Project, or (iii) are otherwise inconsistent with zoning laws or any planned development approved by City Council with respect to the Project or are materially inconsistent with Exhibit B, in each case as determined in DCED’s judgment, exercised in good faith. The approved plans and specifications for the Project (including any and all changes thereto, {00327759-6})

subject to the City's review and approval solely on the criteria provided in the immediately preceding sentence) are referred to herein as the "**Final Plans**" with respect to the Project.

(B) Construction Bids. Following Closing, Developer shall obtain construction bids for the Project. Upon Developer's selection of the bids, Developer shall submit to the City an updated construction budget for the Project.

(C) Completion and Commencement of Construction. Developer shall (i)(a) apply for and receive the required building permits from the City's Department of Buildings and Inspections for construction of the Project and (b) Developer shall commence construction of the Project in accordance with the Final Plans no later than June 30, 2021 (the "**Commencement Deadline**") and (ii) complete construction of the Project in substantial accordance with the Final Plans, as determined by the City in good faith, no later the Completion Deadline. The foregoing notwithstanding, the City may, upon Developer's written request and at the City's sole discretion, permit the Commencement Deadline and the Completion Deadline to each be extended twice in six (6) month increments.

(D) Completion Guaranty. The City acknowledges and agrees that Developer is undertaking the Project during the COVID-19 global pandemic and for that sole reason, the City agrees to delay the delivery of the Completion Guaranty from the date of Closing to the Financial Closing Date. On or before the Financial Closing Date, Developer shall cause one or more affiliates of Developer acceptable to the City ("**Guarantor**"), to execute a *Completion Guaranty* which shall be in substantially the form of Exhibit E (Form of Completion Guaranty) hereto (a "**Completion Guaranty**").

(E) Inspection of Work. During construction of the Project, the City, its employees and agents shall have the right at all reasonable times, and upon reasonable notice, to enter upon the construction site to examine and inspect the progress of construction to determine whether Developer is complying with the requirements of this Agreement.

(F) Mechanics Liens. Developer shall not permit any mechanics' or other liens to be filed against the Property during construction. If a mechanics' lien shall at any time be filed, Developer shall within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record. Notwithstanding the foregoing, Developer may contest the validity of any claim or demand in good faith and in accordance with such rights to contest as may be permitted by Developer's construction lender and with diligence and continuity to the City's reasonable satisfaction.

(G) Barricade Fees Payable to DOTE. Developer acknowledges that, if applicable, (i) it will be required to obtain a barricade permit and pay barricade fees to DOTE for the closure of any sidewalks and curb lanes of the adjacent streets if and when demolition or construction necessitates closing the adjoining streets or portions thereof, and (ii) with many entities competing for space on City streets, it is important that construction activities be limited to as little space and the shortest duration as possible and that all work be scheduled and performed to cause the least interruption to vehicular travel, bicyclists, pedestrians and businesses; therefore, DOTE shall have the right to evaluate Developer's need for a barricade throughout construction and, if at any time after consultation with Developer DOTE determines that a barricade is not needed, DOTE shall have the right to withdraw the permit.

(H) Environmental Indemnity. As a material inducement to the City to enter into this Agreement, Developer does hereby agree that, with respect to any environmental condition on or otherwise affecting the Property that exists at or prior to the time of the City's execution of this Agreement (herein, a "pre-existing environmental condition"), and regardless of whether or not such pre-existing environmental condition is described in any environmental assessment or any other environmental report that may have been previously furnished by Developer to the City, Developer shall (i) at no expense to the City, promptly take all steps necessary to remediate such pre-existing environmental condition in accordance with applicable laws and regulations, within a reasonable time after discovery, to the satisfaction of the City's Office of Environment and Sustainability, and (ii) defend, indemnify, and hold the City harmless from and against any and all actions, suits, claims, losses, costs (including without limitation reasonable attorneys' fees), demands, judgments, liability and damages suffered or incurred by or asserted against the City as a result of or arising from any such pre-existing environmental condition.

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Developer's remediation and indemnity obligations under this paragraph shall survive the completion of the Project.

(I) Parking Requirements. If Developer holds out parking to the general public in the parking garage portion of the Project, then Developer agrees to incorporate the following technology within such parking garage at Developer's sole cost and expense: (i) real-time data tracking regarding total parking space capacity, available to the City for publication online and compatible with other City garage inventory tracking systems, and which may include electronic signage at one or more entrances, as deemed appropriate by DCED, indicating available parking and (ii) a ticketing and payment system compatible with leading enterprise software providers including specifications such as public application program interface, open data, and open source code. Developer agrees to cooperate in good faith with DCED in incorporating other parking technology in the parking garage from time to time.

(J) Termination of Existing Property Sale and Development Agreement; Maintenance of Sale Property. In order to provide for the orderly development of the Property, the PSDA is hereby terminated as of the Effective Date. Developer, as part of its obligations under this Agreement, agrees to perform the following obligations that were formerly the obligations of the Prior Developer under the PSDA:

(i) *Maintenance of Sale Property Prior to Construction:* Prior to commencement of construction of the Project, Developer, at no expense to the City, shall maintain the Sale Property in a safe and presentable condition, including keeping the site reasonably free of debris and unsightly materials;

(ii) *Salvage:* During construction, Developer shall salvage all bricks and granite curb. Developer shall re-use the material in the right-of-way. Developer shall deliver all excess materials to the City's Mill Creek yard as directed by DOTE;

(iii) *Design:* Developer shall obtain DOTE's final approval of its proposed site plan for the Public Improvements. Developer shall work with DOTE on streetscape around the site (trees, lights, meters, conduit, signs, scoring pattern, etc.). Developer shall close off Campbell Street, at Green Street, with a curb and sidewalk. Developer acknowledges that if sidewalks are replaced, DOTE shall require granite curbs. Developer acknowledges that its improvements to Freeport Alley may be required to comply with the Americans With Disabilities Act (ADA);

(iv) *Utility Poles:* Developer shall take all steps necessary, and shall coordinate with DOTE and Duke to discontinue Duke's charges to the City for electricity for the existing light on the wood pole; and

(v) *Street Opening Permit:* Developer's licensed street contractor shall obtain a DOTE street opening permit before working in the right-of-way. All Public Improvements must be built to City standards, policies and guidelines. Application for permits may be made at City Hall, Room 425. Two sets of plan drawings must accompany the permit application.

(K) Failure to Commence Construction – City's Right to Repurchase. If Developer fails to commence on-site construction by the Commencement Deadline, the City shall have the right (exercisable by written notice) to require Developer (or Prior Developer, if the Developer has not acquired the Property) to re-convey the Sale Property to the City. If the City elects to re-purchase the Sale Property, the reconveyance shall take place on the date specified in the City's notice (not to exceed ninety (90) days after the date of the City's notice). On the date of reconveyance: (i) the City shall refund the net sales proceeds to Developer (less the amount of any loan or grant provided by the City to Developer under this Agreement, and less the amount retained by the City to pay for services rendered by the City's Real Estate Services Division in connection with the PSDA and other costs incurred by the City in connection with the sale) (or, if the Developer has not acquired the Property from the Prior Developer, then to the Prior Developer); (ii) Developer (or Prior Developer, as applicable) shall reconvey the Sale Property (including any and all improvements) to the City in the same condition as presently exists, reasonable wear and tear and damage by the elements excepted (and under no circumstances shall the City be required to pay for the value of any improvements made by Developer or Prior Developer

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to the Sale Property); (iii) Developer (or Prior Developer, as applicable) shall convey marketable title to the Sale Property to the City by limited warranty deed, free and clear of all liens and encumbrances; (iv) Developer shall pay all customary closing costs associated with such reconveyance (e.g., conveyance fees, transfer tax, recording fees) such that the City shall not be required to come up with any funds for the re-conveyance; and (v) real estate taxes and assessments shall be prorated as of the date of the reconveyance. The provisions of this paragraph are reflected in the original deed of conveyance of the Sale Property from the City to the Prior Developer. Prior Developer and Developer each acknowledges the foregoing, and that the repurchase right continues to affect the Sale Property as a requirement of this Agreement and regardless of the termination of the PSDA. On or before the Effective Date, the Prior Developer will execute and record against the Sale Property the acknowledgment set forth in Exhibit G (Prior Developer's Acknowledgment of Repurchase Right) hereto. Upon acquisition of the Property, the Developer will execute and record against the Sale Property the acknowledgment set forth in Exhibit H (Developer's Acknowledgment of Repurchase Right) hereto.

#### **4. CITY ASSISTANCE.**

(A) **Rebate Payments.** Subject to Developer's compliance with the terms and conditions of this Agreement and all other Project Documents, the City shall apply the proceeds of the Service Payments other than the Rebate Payments as described in Recital K of this Agreement, and shall distribute 100% of the Rebate Payments with respect to years 1 through 30 of the TIF Exemption to Developer, and (ii) any Service Payments retained by the City may be used by the City for such purposes as are authorized in the TIF Ordinance and this Agreement. Developer acknowledges and agrees that (x) Developer will not receive any Rebate Payments other than with respect to tax years falling within the TIF Exemption that are actually made in accordance with the Service Agreement and are actually received by the City, and (y) notwithstanding anything to the contrary in this Agreement or any other Project Document, (1) Developer shall not have any right or standing to dispute or contest the City's use of the Service Payments it retains in accordance with this Agreement and the TIF Ordinance, and Developer hereby expressly waives any such right or standing and (2) as it respects Developer, any description of what the City may or may not do with the Service Payments, including any description in this Agreement and the TIF Ordinance, is for informational purposes only and is not enforceable by Developer at law or in equity, whether as a taxpayer, as a party to this Agreement, or otherwise. The City shall endeavor to make each applicable Rebate Payment as soon as is practicable upon receipt of the proceeds of each Service Payment (which the City acknowledges will generally occur not later than 45 business days following its receipt of the settlement pertaining to such Service Payment from the Hamilton County, Ohio Treasurer).

(B) **City Funding for Public Improvements.** The parties acknowledge that, as part of the Project, Developer shall be constructing Public Improvements within the adjacent public rights-of-way, all of which must be in accordance with DOTE requirements. Provided Developer satisfies the conditions for disbursement set forth in Exhibit F (Disbursement of Funds) hereto, the City intends to make a portion of the net sales proceeds received by the City from the closing of the Sale Property (i.e., the gross sales proceeds, less amounts retained by the City to pay for services rendered by the City's Real Estate Services Division in connection with the PSDA and other costs incurred by the City in connection with the sale) available to Developer to help pay for costs incurred by Developer in constructing the Public Improvements, such amount being \$29,736.72 as of the Effective Date.

(C) **No Other City Assistance.** Except for the City's agreement to provide the Rebate Payments, as described in this Agreement and the Service Agreement (as applicable), the City shall not be responsible for any costs associated with the Project.

#### **5. INSURANCE; INDEMNITY.**

(A) **Insurance during Construction.** From the time that construction associated with the Project commences, until such time as all construction work associated with the Project has been completed, Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$5,000,000 per occurrence, combined single limit/\$5,000,000 aggregate, naming the City as an additional insured with respect to the Project, (ii) builder's risk insurance in the amount of one-hundred percent (100%) of the value of the improvements constructed as part of the

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Project, (iii) worker's compensation insurance in such amount as required by law, and (iv) all insurance as may be required by Developer's construction lenders, if any. Developer's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least thirty (30) days prior written notice to the City. Prior to commencement of construction of the Project, Developer shall send proof of all such insurance to the City at 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, Attention: Monitoring and Compliance Division, or such other address as may be specified by the City from time to time; *provided* that if the City requests an additional insured endorsement with respect to the Commercial General Liability insurance described above, Developer shall have 6 months following the date of the City's request to obtain such an endorsement from its insurer and provide the original endorsement to the City.

(B) Waiver of Subrogation. Developer hereby waives all claims and rights of recovery, and on behalf of Developer's insurers, rights of subrogation, against the City, its employees, agents, contractors and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by Developer, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors or subcontractors; it being the agreement of the parties that Developer shall at all times protect itself against such loss or damage by maintaining adequate insurance. Developer shall cause its property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.

(C) Indemnity. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, (i) Developer shall defend, indemnify and hold the City, its officers, council members, employees and agents (collectively, the "**Indemnified Parties**") harmless from and against any and all Claims (as defined below) suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of Developer and its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at its request in connection with the Project, and (ii) Developer shall defend, indemnify and hold the Indemnified Parties harmless from and against any and all Claims as a result of or arising from the City's involvement in the Initial Conveyance and the City Conveyance, including the City's ownership of the Property during the period between the Initial Conveyance and the City Conveyance. Further, Developer shall cause the Guarantor to execute an Indemnity Agreement in a form acceptable to the City prior to Closing (the "**Indemnity Agreement**") whereby the Guarantor agrees to defend, indemnify and hold the Indemnified Parties harmless with respect to Claims described in the preceding clause (ii). The obligations of Developer under this paragraph shall survive termination of the Agreement with respect to Claims suffered, incurred, asserted or arising prior to the date of termination. As used herein, "**Claims**" means, collectively, any and all actions, suits, claims, losses, costs (including without limitation attorneys' fees), demands, judgments, liability and damages.

(D) Casualty; Eminent Domain - Public Improvements. If the improvements in the Sale Property are damaged or destroyed by fire or other casualty during construction, or if any portion of the Sale Property is taken by exercise of eminent domain (federal, state or local), Developer shall repair and restore the affected property, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which the Sale Property was in immediately prior to such occurrence. To the extent the City's participation is required, the City and Developer shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. If the proceeds are insufficient to fully repair and restore the affected Sale Property, the City shall not be required to make up the deficiency. Developer shall handle all construction of the Public Improvements in accordance with the applicable requirements set forth herein, including without limitation obtaining the City's approval of the plans and specifications if they deviate from the original City-approved plans. Developer shall not be relieved of any obligations with respect to the Sale Property, financial or otherwise, under this Agreement during any period in which the Sale Property is being repaired or restored, except that the Completion Date with respect to the Public Improvements may be extended if necessary. Unless otherwise required by DOTE in connection with DOTE's review and approval of Developer's plans and



specifications pertaining to the Public Improvements under this Agreement, Developer shall have no on-going obligation to maintain the Public Improvements following completion of construction.

## 6. **DEFAULT; REMEDIES.**

(A) **Default.** The occurrence of any of the following shall be an “**event of default**” under this Agreement:

(i) Prior to the expiration of the TIF Exemption:

(a) the dissolution of Developer or Guarantor (during the term of the Guaranty), the filing of any bankruptcy or insolvency proceedings by Developer or Guarantor (during the term of the Guaranty), or the making by Developer or Guarantor (during the term of the Guaranty) of an assignment for the benefit of creditors, or

(b) the filing of any bankruptcy or insolvency proceedings by or against Developer or Guarantor (during the term of the Guaranty), the appointment of a receiver (temporary or permanent) for any such entity or person, the attachment of, levy upon, or seizure by legal process of any property of any such entity or person, or the insolvency of any such entity or person, unless such appointment, attachment, levy, seizure or insolvency is cured, dismissed or otherwise resolved to the City's satisfaction within sixty (60) days following the date thereof; or

(ii) The occurrence of a Specified Default (as defined below), or a failure of Developer to perform or observe any obligation, duty, or responsibility under this Agreement or any other Project Document (provided that a failure of the Guarantor to perform under the Completion Guaranty or the Indemnity Agreement shall be deemed a failure of Developer to perform under this Agreement), and failure by the defaulting party to correct such default within thirty (30) days after the receipt by Developer of written notice thereof from the City (the “**Cure Period**”), other than a Payment Default (as described below), in which case there shall be a Cure Period of 5 business days after the defaulting party's receipt of written notice thereof from the City; *provided, however*, that if the nature of the default (other than a Payment Default) is such that it cannot reasonably be cured during the Cure Period, Developer shall not be in default under this Agreement so long as the defaulting party commences to cure the default within such Cure Period and thereafter diligently completes such cure within sixty (60) days after receipt of the City's initial notice of default. Notwithstanding the foregoing, if Developer's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City in good faith, an event of default shall be deemed to have occurred if the defaulting party fails to take reasonable corrective action immediately upon discovering such dangerous condition or emergency. As used in this section, “**Specified Default**” means the occurrence of any of the following:

(a) **Payment Default.** Any Service Payment is not made when due under the Service Agreement, subject to the 5-day Cure Period described above (a “**Payment Default**”). Developer acknowledges that time is of the essence with respect to the making of each Service Payment and that delays in the making of a Service Payment may result in a delay in the City's ability to make Rebate Payments.

(b) **Development Default.** Developer (1) fails to comply with Section 3 of this Agreement or (2) abandons the Project, including without limitation the Project is vacated, demolished, and/or abandoned.

(c) **Misrepresentation.** Any representation, warranty or certification of Developer made in connection with this Agreement, any other Project Document, or the Affordable Housing Contribution, shall prove to have been false or materially misleading when made.

(B) **Remedies.** Upon the occurrence of an event of default under this Agreement which is not cured or corrected within any applicable Cure Period, the City shall be entitled to (i) terminate this {00327759-6}

Agreement with respect to a defaulting party by giving the defaulting party written notice thereof, (ii) take such actions in the way of "self help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such event of default, all at the sole expense of the defaulting party, (iii) withhold Rebate Payments until such default or defaults are cured (it being acknowledged and agreed by Developer that any Rebate Payments withheld by the City pursuant to this clause for a period longer than 12 months shall be deemed forfeit by Developer and the City shall be entitled to retain such Service Payments with respect to which Developer has no right or interest), and (iv) exercise any and all other rights and remedies under this Agreement or available at law or in equity, including without limitation pursuing an action for specific performance. The defaulting party shall be liable for all costs and damages, including without limitation attorneys' fees, suffered or incurred by the City as a result of a default or event of default under this Agreement or the City's termination of this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty, or to pursue any remedy, under this Agreement or any other Project Document shall not constitute a waiver of the breach of such covenant or of such remedy.

**7. NOTICES.** All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by Federal Express, UPS or other recognized overnight courier, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:  
City Manager  
City of Cincinnati  
801 Plum Street  
Cincinnati, OH 45202

To Developer:  
OTR Project Partners, LLC  
14 West 15<sup>th</sup> Street  
Cincinnati, OH 45202

With a copy to:

Director, Dept. of Community and  
Economic Development  
City of Cincinnati  
805 Central Avenue, Suite 700  
Cincinnati, OH 45202

Notwithstanding anything to the contrary herein, if Developer sends a notice to the City alleging that the City is in default under this Agreement or any other Project Document, 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.

**8. REPRESENTATIONS, WARRANTIES, AND COVENANTS.** Developer makes the following representations, warranties and covenants to the City as follows:

(A) Developer is a limited liability company duly organized and validly existing under the laws of the State of Ohio, is qualified to conduct business in the State of Ohio, has properly filed all certificates and reports required to be filed by it in order to have the right to conduct its business under the laws of the State of Ohio, and is not in violation of any laws of the State of Ohio relevant to the transactions contemplated by this Agreement.

(B) 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.

(C) The execution, delivery and performance by Developer of this Agreement and the consummation of the transactions contemplated hereby will not violate any applicable {00327759-6}

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 in any manner relevant to the transactions contemplated by this Agreement or which may in any way affect Developer's ability to perform its obligations under this Agreement or the other Project Documents.

(D) There are no actions, suits, proceedings or governmental investigations pending, or to the knowledge of Developer, threatened against or affecting it, at law or in equity or before or by any governmental authority that, if determined adversely to it, would impair its financial condition or its ability to perform its obligations under this Agreement or any other Project Documents.

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

(F) The statements made in the documentation provided by Developer to the City that are descriptive of Developer or the Project have been reviewed by Developer and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading, or, if any such documentation contained such a misleading or untrue omission or statement, further documentation correcting such omissions or statements was subsequently provided to the City prior to Developer's execution of this Agreement.

(G) With reference to Section 301-20 (*Delinquencies in Accounts Receivable and Loans Receivable; Policy*) of the Cincinnati Municipal Code, to the best of Developer's knowledge neither it nor any of its affiliates are in breach of any of its obligations to the City under any existing agreements with the City nor does it nor any of its affiliates owe any fines, penalties, judgment awards or any other amounts to the City.

(H) Developer hereby represents and warrants to the City that it will make the Affordable Housing Contribution to the Affordable Housing Organization on or before the Financial Closing Date.

## **9. REPORTING REQUIREMENTS.**

(A) Submission of Records and Reports; Records Retention. Developer shall collect, maintain, and furnish to the City upon the City's request such accounting, financial, business, administrative, operational and other reports, records, statements and information as may be requested by the City pertaining to Developer, the Project, or this Agreement, including without limitation audited financial statements, bank statements, income tax returns, information pertinent to the determination of finances of the Project, and such reports and information as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (collectively, "**Records and Reports**"). All Records and Reports compiled by Developer and furnished to the City shall be in such form as the City may from time to time require. Developer shall retain all Records and Reports until the date that is 3 years following expiration of the TIF Exemption, or such later time as may be required by applicable law (the "**Retention Termination Date**").

(B) City's Right to Inspect and Audit. During construction of the Project and thereafter until the Retention Termination Date, Developer shall permit the City and its designees and auditors to have full access to and to inspect and audit Developer's Records and Reports. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Developer to the City, Developer shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

(C) Annual Jobs & Investment Report. Developer will be required to provide an annual report, in a form specified by DCED from time to time, regarding total real property, personal property, and employment, including jobs created and retained, at the Property.

## 10. GENERAL PROVISIONS.

### (A) Assignment; Change of Control.

(i) Developer shall not, without the prior written consent of the City Manager, (a) assign its rights or interests under this Agreement, or (b) permit a Change of Control (as defined below); *provided, however* that the City hereby consents to Developer's collateral assignment of its rights under this Agreement to the lender(s) that are providing financing to Developer for the Project (including any mezzanine lender pledges).

(ii) Solely for the purposes of this Section 10(A), "**Change of Control**" means a change in the ownership of Developer such that FG and BC (collectively, "**Parent Parties**") or any entity directly or indirectly controlled by, or under common control with, Parent Parties collectively have less than a 50.1% direct or indirect voting interest in Developer and lack the power to direct or cause the direction of the management and policies of Developer, whether through the ownership of ownership interests in Developer, by contract, or otherwise.

(iii) The City acknowledges and agrees that (i) Developer will assign this Agreement and transfer the Property to an affiliate of Developer controlled by or under common control with the Parent Parties on or before the Financial Closing Date (the "**Affiliate**") and (ii) an equity investment and acquisition of direct or indirect membership interests of the Affiliate by an equity investor (the "**Closing Date Transactions**") that will not deprive the Parent Parties of the ability to cause the direction of the management and policies of the Affiliate (subject to certain customary consent rights of the equity investor). The City consents to the Closing Date Transactions. The consent provided in this Section is limited to the Closing Date Transactions and by virtue of such consent the City Manager shall not be obligated nor shall he or she be deemed to consent to any further transfers or sales of the Property, assignments of the Agreement or equity investments (to the extent such consent is required pursuant to this Agreement).

(iv) Notwithstanding clauses (i), (ii), and (iii) above, after the date of completion of construction, so long as no event of default has occurred and is continuing under this Agreement or any other Project Document, the City may, in good faith, withhold consent to a Change of Control only if (a) the proposed transfer is prohibited by applicable law or (b) the proposed transferee is, in the City's reasonable judgment, not capable of performing the obligations of Developer under this Agreement and the other Project Documents, which judgment shall exclusively be based on the following factors: (1) the experience of the proposed transferee in operating assets and facilities of the same type as, and otherwise comparable in size and nature to, the Project and performing other projects, and (2) the past performance history and reputation of the proposed transferee and its direct or indirect controlling beneficial owners, any proposed managers or operating partners, each of their respective officers, directors and employees and each of their respective affiliates (including the absence of criminal, civil or regulatory claims or actions against any such entity or person). The City Manager shall have 30 business days from the date on which he or she receives written notice in accordance with this Agreement of the proposed assignment or Change of Control (the "**City Manager Review Period**") to determine whether he or she intends to consent thereto. The City Manager shall provide written notice to Developer of any decision to refuse to consent, including all material supporting information (the "**Rejection Notice**"), within the City Manager Review Period. In the event the City Manager fails to do so, he or she shall be deemed to have consented to such assignment or Change of Control. In the aforementioned notice of the proposed assignment or Change of Control, the Developer may also, with the City's consent, substitute an indemnitor in the stead of Guarantor, and the City will, in accordance with the same process for approving or disapproving the Change of Control specified in this clause (iv), either approve or disapprove such proposed substitution; *provided, however* that the City may, in good faith, withhold consent to such proposed substitution only if (I) the proposed substitution is prohibited by applicable law, (II) the City has withheld its consent to the proposed Change of Control in accordance with this {00327759-6}

Agreement, or (III) the proposed indemnitor is, in the City's reasonable judgment, not capable of performing the obligations under the Indemnity Agreement, which judgment shall exclusively be based on (x) the factors enumerated in clause (b)(2) of this clause (iv) with respect to the proposed indemnitor, and (y) an assessment of the proposed indemnitor's assets and liabilities. If the City consents (or is deemed to have consented pursuant to this Agreement) to such substitution, the City shall take such steps as are reasonably necessary to effect such substitution.

(B) Entire Agreement; Conflicting Provisions. This Agreement and the other Project Documents contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof. In the event that any of the provisions of this Agreement purporting to describe specific provisions of other Project Documents are in conflict with the specific provisions of such other agreements, the provisions of such other agreements shall control.

(C) Amendments and Waivers. The provisions of this Agreement may be amended, waived or otherwise modified only by a written agreement signed by the 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. Each party hereby waives trial by jury with respect to any and all disputes arising under this Agreement.

(E) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns.

(F) 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.

(G) Severability. If any part of this Agreement is held by a court of law to be void, illegal or unenforceable, such part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.

(H) No Recording. This Agreement shall not be recorded in the Hamilton County Recorder's office.

(I) 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. Developer represents to the City that Developer has not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation from the City 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, and likewise, none of the representations, warranties, covenants, agreements or obligations made by Developer herein shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future officer, agent, employee or attorney of Developer in other than his or her official capacity.



(M) Applicable Laws. Developer shall obtain all necessary permits, licenses and other governmental approvals and shall comply with all applicable federal, state and local laws, codes, ordinances and other governmental requirements applicable to the Project, including any of the laws and regulations described on Exhibit I (Additional Requirements) hereto which are applicable to the Project.

(N) Counterparts. The parties may execute this Agreement in multiple counterparts, each of which shall be deemed an original, and all of which shall, collectively, constitute only one agreement. The signatures of all parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or electronic mail is as effective as executing and delivering this Agreement in the presence of the other parties.

(O) Legislative Contingency for TIF Ordinance. Notwithstanding anything to the contrary in this Agreement, this Agreement and any and all obligations of the parties (including the Completion Guaranty) except those that expressly survive termination shall automatically terminate and cease if the TIF Ordinance is not passed by City Council by September 30, 2021.

(P) Transfer of fee title to Port Authority. Nothing in this Agreement shall be construed to prohibit Developer from entering into a sale and leaseback arrangement with respect to the Property (the "**Port Authority Arrangement**") in which fee title to the Property is held by the Port of Greater Cincinnati Development Authority (the "**Port Authority**"); *provided, however*, that (a) the purpose for the Port Authority Arrangement is to take advantage of the sales tax exemption on the purchase of Project building materials and (b) Developer shall provide the City with such documents and other information with respect to this arrangement as the City may reasonably request, including the final form of agreements for the Port Authority Arrangement, at least 10 business days prior to any conveyance of the Property to the Port Authority. Developer may not assign its rights, obligations, or any other interest under this Agreement to any other party except as in accordance with Section 10(A), but at any time, subject to the provisions of this paragraph, once Developer has obtained the fee interest in the Property, Developer may convey the same fee interest to the Port Authority, in the manner, and subject to the terms described, above. It is also understood and agreed that the Port Authority may convey interest back to Developer pursuant to the terms contained in the Port Authority Arrangement.

(Q) Recognition of City Support. In connection with the construction and opening of the Project, Developer shall acknowledge the support of the City with respect to the Project in all printed promotional materials (including but not limited to informational releases, pamphlets and brochures, construction signs, project and identification signage and stationary) and any publicity (such as but not limited to materials appearing on the Internet, television, cable television, radio or in the press or any other printed media) relating to the Project. In identifying the City as a Project partner, Developer 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.

## **11. FEES AND EXPENSES.**

(A) Initial Administrative Fee. Prior to the execution of this Agreement, Developer paid a non-refundable administrative fee of \$15,000 to cover the City's out-of-pocket and administrative costs and expenses in establishing the project-based TIF, preparing this Agreement and other documents relating hereto, and effecting the transactions contemplated hereby.

(B) Monitoring and Servicing Fee; Out-of-Pocket Expenses. The City shall withhold and retain from the Service Payments an annual monitoring and servicing fee equal to the greater of (i) 1.0% of the Service Payments paid (or due, if unpaid) with respect to the Property the prior calendar year, and (ii) the documented, reasonable out-of-pocket fees, costs, charges and expenses incurred by the City in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the other Project Documents, together with the City's monitoring and servicing costs and expenses with respect to the transactions contemplated thereby. To the extent Service Payments are not made or are ineligible to be made under the Service Agreement for any reason, the City may elect to require Developer to pay such monitoring and servicing fees in another manner. This Section 11(B) shall terminate and cease to be effective in the event the Rebate Payments permanently cease to be payable {00327759-6}

in accordance with the provisions of this Agreement and the other Project Documents. For the avoidance of doubt, suspension (without permanent termination) of the making of Rebate Payments shall not cause the provisions of this Section 11(B) of this Agreement to cease or be modified in any way (either permanently or during the period of any such suspension). The fees described in this Section 11(B) are not refundable once withheld by the City or otherwise paid.

12. **EXHIBITS.** The following exhibits are attached hereto and made a part hereof:
- Exhibit A-1 - *Site Plan; Legal Description; Parcel List*
  - Exhibit A-2 - *Sale Property Description*
  - Exhibit B - *Scope of Work, Budget and Source of Funds*
  - Exhibit C - *Form of Service Agreement*
  - Exhibit D-1 - *Form of Quitclaim Deed - Initial Conveyance*
  - Exhibit D-2 - *Form of Quitclaim Deed - City Conveyance*
  - Exhibit E - *Form of Completion Guaranty*
  - Exhibit F - *Disbursement of Funds*
  - Exhibit G - *Prior Developer's Acknowledgment of Repurchase Right*
  - Exhibit H - *Developer's Acknowledgment of Repurchase Right*
  - Exhibit I - *Additional Requirements (incl. Addendum I - Prevailing Wage Determination)*

**SIGNATURES ON FOLLOWING PAGE**

Executed by the entities below on the dates indicated below their signatures, effective as of the latest of such dates (the "Effective Date").

**OTR PROJECT PARTNERS, LLC**

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

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

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

Date: \_\_\_\_\_, 2021

**CITY OF CINCINNATI**

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

Date: \_\_\_\_\_, 2021

Approved as to Form:

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

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

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

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

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

For the exclusive purpose of acknowledging and agreeing to the termination of the PSDA and Section 3(K) hereof with respect to the City's continuing repurchase rights in the Sale Property:

**W LIBERTY & ELM, LLC**

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

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

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

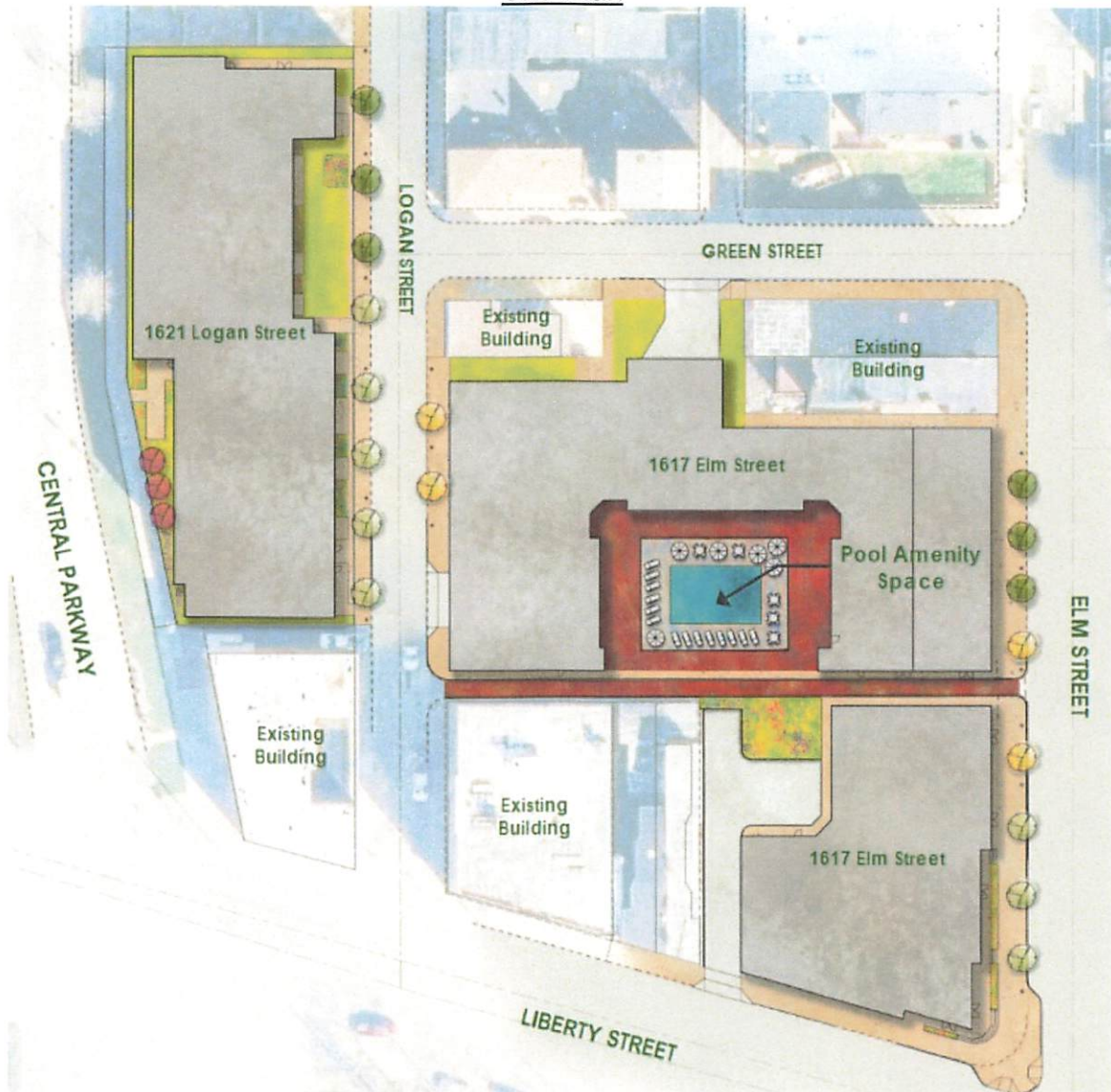
Date: \_\_\_\_\_, 2021

EXHIBIT A-1

to Development Agreement

SITE PLAN; LEGAL DESCRIPTION; PARCEL LIST

Site Plan



Legal Descriptions

**1617 Elm Street Description:**

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

**BEGINNING** at a set Cross Notch at the intersection of the North line of W. Liberty Street and the west line of Elm Street.

Thence along the north line of said W. Liberty Street, North 89°39'00" West, 136.77 feet to the southeast corner of a tract, conveyed to W Liberty & Elm, LLC as recorded in Official Record 13614, Page 383 of the Hamilton County Recorder's Office, (Hamilton County Auditor's Parcel 133-0003-0021), said point being referenced by a set Cross Notch at South 15°27'32" East, 3.00 feet;

Thence leaving the north line of said W. Liberty Street, along the east line of said Hamilton County Auditor's Parcel 133-0003-0021, North 15°27'32" West, 114.94 feet to a set Cross Notch;

Thence in part along the north line of aforesaid Hamilton County Auditor's Parcel 133-0003-00021 and in part with the north line of a tract conveyed to W Liberty & Elm, LLC as recorded in Official Record 13614, Page 383 of the Hamilton County Recorder's Office (Hamilton County Auditor's Parcel 133-0003-0020) and in part along a tract conveyed to 224 W Liberty School, LLC in Official Record 12664, Page 314, South 74°20'00" West, 111.91 feet to a set Cross Notch in the east line of Logan Street;

Thence with the east line of said Logan Street, North 15°36'55" West, 150.59 feet to the southwest corner of a tract conveyed to Baymiller Manor Limited Partnership as recorded in Official Record 9742, Page 4432 of the Hamilton County Recorder's Office, said point being referenced by a set Cross Notch at South 74°21'43" West, 3.00 feet;

Thence along the lines of said Baymiller Manor Limited Partnership, North 74°21'43" East, 69.50 feet to a set Cross Notch AND North 15°36'55" West, 25.00 feet to a point in the south line of Green Street, said point being referenced by a set Cross Notch at North 15°36'55" West, 3.00 feet;

Thence along the south line of said Green Street, North 74°21'43" East, 62.36 feet to the northwest corner of a tract conveyed to W Liberty & Elm, LLC as recorded in Official Record 13614, Page 383 (Hamilton County Auditor's Parcel 133-0003-0043), said point being referenced by a set Cross Notch at North 15°38'24" West, 3.00 feet;

Thence leaving the south line of said Green Street, along the west line of said Hamilton County Auditor's Parcel 133-0003-0043 and west line of a tract conveyed to W Liberty & Elm, LLC as recorded in Official Record 13614, Page 383 (Hamilton County Auditor's Parcel 133-0003-0041), South 15°38'24" East, 49.87 feet to a set Cross Notch at the southwest corner of said Hamilton County Auditor's Parcel 133-0003-0041;



**1617 Elm Street Description continued:**

Thence along the south line of said Hamilton County Auditor's Parcel 133-0003-0041, North 74°29'32" East, 111.74 feet to a point in the west line of aforesaid Elm Street, said point being referenced by a set Cross Notch at North 74°29'32" East, 3.0 feet;

Thence along the west line of said Elm Street, South 15°30'28" East, 278.03 feet to the **POINT OF BEGINNING**.

**Containing 1.2172 Acres** and being subject to all legal easements and highways of record.

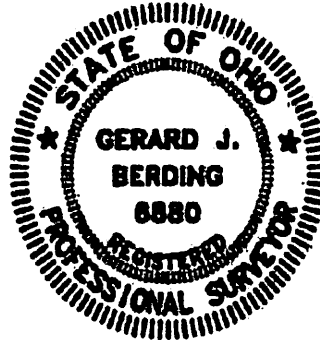
Being all of Hamilton County Auditor's Parcel No.'s 133-0003-0022 thru 0040 conveyed to W Liberty & Elm, LLC as recorded in Official Record 13614, Page 383 of the Hamilton County Recorder's Office and all of Hamilton County Auditor's Parcel No.'s 133-0003-0140 & 0141 conveyed to W Liberty & Elm, LLC as recorded in Official Record 13646, Page 1334 of the Hamilton County Recorder's Office.

Bearings Based On Registered Land Certificate Number 239453.

Prepared by G.J. BERDING SURVEYING, INC. on July 19, 2018. Based on a Plat of Survey prepared by G.J. BERDING SURVEYING, INC. on July 19, 2018.

  
Gerard J. Berding, P.S. - 6880

7-31-18  
Date



**[1621 Logan Street Description]<sup>1</sup>:**

Situated in Section 13, Town 3, Fractional Range 2 Between the Miamis, Mill Creek Township, The City of Cincinnati, Hamilton County, Ohio and being 1.0124 acres to be amended/re-zoned to Planned Development (PD) further described as follows:

Begin at the Intersection of the centerline of Logan Street and Green Street, said intersection being the True Point of Beginning:

thence, from the True Point of Beginning, departing the centerline of said Green Street and with the centerline of said Logan Street, South 09° 53' 39" East, 161.67 feet;

thence, departing centerline of said Logan Street, South 80° 00' 21" West, 175.00 feet to the centerline of Central Avenue;

thence, with the centerline of said Central Avenue, North 09° 53' 39" West, 252.00 feet;

thence, departing the centerline of said Central Avenue, North 80° 00' 21" East, 175.00 feet to the centerline of said Logan Street;

thence, with the centerline of said Logan Street, South 09° 53' 39" East, 90.33 feet to the True Point of Beginning containing 1.0124 acres of land more or less.

Basis of Bearings: State Plane Coordinates (3402) Ohio South Zone, NAD83(2011).

The above description was prepared from a rezoning exhibit made on August 18, 2020 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio and is a complete, proper and legal description of the property by deeds and plats of record.



<sup>1</sup> Note to draft: this legal description includes neighboring ROW. Please provide a legal description for solely the property.  
{00327759-6}

Parcel List

**1617 Elm Street:**

133-0003-0143-00

**1621 Logan Street:**

133-0003-0007-90

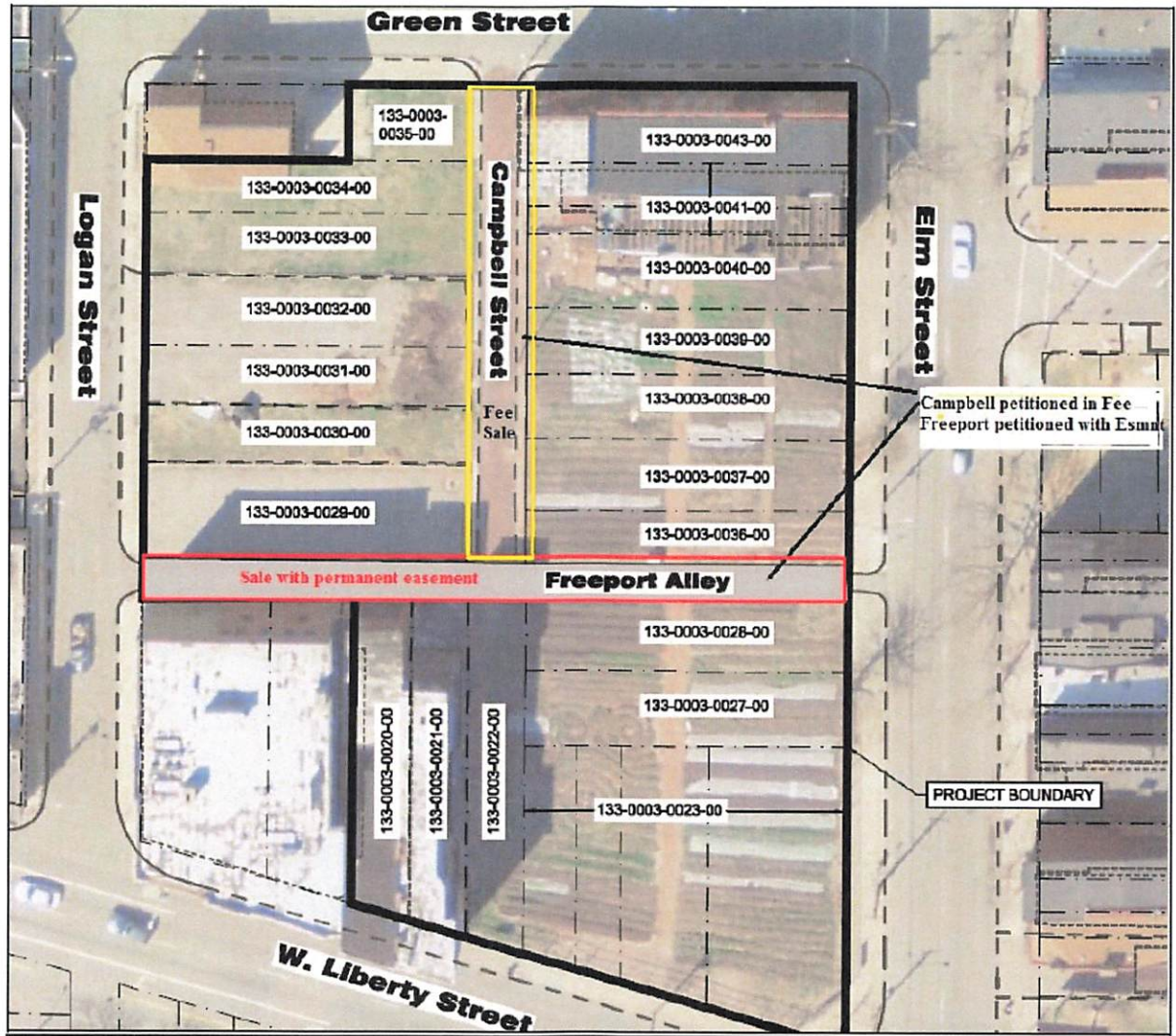
133-0003-0006-90

133-0003-0005-90

133-0003-0004-90

133-0003-0003-90

EXHIBIT A-2  
to Development Agreement



## EXHIBIT B

### to Development Agreement

#### SCOPE OF WORK, BUDGET, AND SOURCE OF FUNDS

##### I. SCOPE OF WORK

A mixed-use development near the corner of Liberty & Elm streets in Over the Rhine.

###### **1617 ELM STREET**

Construction of a 5 story, mixed-use development consisting of approximately 148 apartment units, 10,000 square feet of commercial space, an approximately 220-space structured parking garage, and restoration of Freeport Alley for pedestrian and bicycle use.

###### **1621 LOGAN STREET**

Demolition of vacant structure on site. New construction of a 6-7 story, residential apartment building with approximately 130 units.

##### II. BUDGET, SOURCES & USES

PROJECT DETAILS	TOTAL
Number of Units	278
Residential Gross SF	246,364
Retail Gross SF	11,325
Structured Garage Gross SF	83,712
Structured Parking Spaces	217
PROJECT SOURCES DETAILS	AMOUNT
Construction Loan	54,154,836
Limited Partner Equity	20,888,294
General Partner/ Sponsor Equity	2,320,922
<b>TOTAL PROJECT SOURCES</b>	<b>\$77,364,051</b>
PROJECT USES DETAILS	AMOUNT
Acquisition Costs	750,000
Pre-Development Costs / Due Diligence	150,000
Land Costs	4,500,000
Total Construction Costs / Hard Costs	55,643,721
Consulting Fees / Design / A&E	2,260,000
Total Financing Fees	293,983
Total Interest Expense	2,262,108
Other Financing Costs / Working Capital	150,000
Legal Cost	345,300
Total Pre-Opening / Marketing Costs	435,000
FF&E / Hardscape / Other Soft Costs	2,327,375
Lender Inspections	90,000
Impact Fees	321,646
Tenant Improvements	806,906
Broker Commissions	185,006
Insurance	138,025
Tax	931,479
Operating Deficits	55,079
<b>TOTAL USES COSTS</b>	<b>\$77,364,051</b>



EXHIBIT C  
to Development Agreement  
**FORM OF SERVICE AGREEMENT**

\_\_\_\_\_ space above for Hamilton County Recorder \_\_\_\_\_

Contract No. \_\_\_\_\_

**SERVICE AGREEMENT**  
(Liberty and Elm)

This Service Agreement ("**Agreement**") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the "**Effective Date**"), by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"), and **OTR PROJECT PARTNERS, LLC**, an Ohio limited liability company, having an address of 14 West 15<sup>th</sup> Street, Cincinnati, Ohio 45202 ("**Owner**").

Recitals:

A. Owner is the fee owner of the property located at 1617 Elm Street and 1621 Logan Street, Cincinnati, Ohio 45202, as described more fully in Exhibit A (Legal Description) hereto (the "**Property**").

B. As described in the *Development Agreement* between the City and Owner dated [\_\_\_\_], 2021 (the "**Development Agreement**"), Owner intends to make or cause to be made certain improvements to the Property (as described in the Development Agreement, the "**Project**"). Capitalized terms used, but not defined, herein shall have the meanings ascribed thereto in the Development Agreement.

C. The City believes that the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements.

D. In furtherance of the public purpose and to facilitate the Project, and as authorized by Ordinance No. [\_\_\_\_], passed by Cincinnati City Council on [\_\_\_\_] (the "**TIF Ordinance**"), the City has established a so-called project-based TIF Exemption for the Property under Section 5709.41, Ohio Revised Code ("**ORC**").

E. Under the TIF Ordinance and in accordance with ORC Section 5709.41, et seq. and this Agreement, the increased value of the Property shall be exempt from real property taxes, and all present and future owners of the Property, or any portion thereof, shall be required to make service payments in {00327759-6}

lieu of taxes, in semi-annual installments, in an amount equal to the amount of real property taxes that would have been paid on the Exempt Improvements (as defined below) had an exemption not been granted ("**Service Payments**").

F. The Property is located within the Cincinnati City School District, and the Board of Education of the Cincinnati City School District ("**Board of Education**") has, by resolution adopted on April 27, 2020, and by a Tax Incentive Agreement with the City effective as of April 28, 2020, approved an exemption of 100% of the assessed valuation of the Exempt Improvements for thirty (30) years (subject to the obligation of the City to make payments to the Board of Education as provided in Section II.C.2 of that agreement, which payments are referred to herein as the "**School Board Payments**").

G. As provided in the Development Agreement, the City intends to use the Service Payments to (i) pay any fees due to the Hamilton County Auditor with respect to the Service Payments, (ii) make the School Board Payments, (iii) cover certain fees to the City provided in the Development Agreement, (iv) retain the VTICA Contribution, (v) provide Owner with certain Rebate Payments to promote the economic viability of the Project and thereby contributing to the urban redevelopment of Over-the-Rhine neighborhood, and (vi) support such urban redevelopment purposes as are provided in the Development Agreement and the TIF Ordinance, in each case in the amounts identified herein and subject to the terms hereof.

H. The parties intend that this Agreement, as amended and supplemented from time to time, shall constitute the agreement contemplated by ORC Section 5709.41, et seq. and shall define the respective rights and obligations of Owner and the City with respect to the Service Payments.

I. Execution of this Agreement has been authorized by City Council by the TIF Ordinance.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the City and Owner agree as follows:

1. **COMPLETION OF PROJECT.** Owner shall cause the Project to be completed in accordance with the terms of the Development Agreement. Failure to use and operate the Project in the manner contemplated by the Development Agreement shall not relieve Owner of its obligations to make Service Payments as required hereunder. Owner shall develop the Project in accordance with the Development Agreement throughout the Exemption Period (as hereinafter defined), and shall comply with the terms of the Development Agreement in all respects.

2. **OBLIGATION TO MAKE SERVICE PAYMENTS.**

A. **Declaration that Exempt Improvements are a Public Purpose.** The City hereby confirms that, pursuant to ORC Chapter 5709.41, et seq. and the TIF Ordinance, the City declared that 100% of the assessed value of the improvements (as defined in ORC Chapter 5709.41) to the Property, including the Project (collectively, the "**Exempt Improvements**") constitutes a public purpose and is entitled to exemption from real property taxes for a period of thirty (30) years for a period currently expected to commence in tax year 2023 (the "**Exemption Period**").

B. **Commencement of Service Payments.** Owner shall commence paying Service Payments no later than the final date for payment (the last day that payment can be made without penalty or interest) of the first semi-annual installment of real property taxes in the first calendar year after the first tax year in which any Exempt Improvements appear on the Hamilton County Auditor's tax duplicate. (For example, if any Exempt Improvements first appear on the tax rolls on January 1, 2023, Owner's first semi-annual tax payment will be for the tax bill for the First Half 2023, which will become due and payable to the County Treasurer on or about January 2024.) Owner shall pay Service Payments in semi-annual installments (i) on the earlier of such final date for payment of the first semi-annual installment of real property taxes, or February 1, in each year, and (ii) on the earlier of such final date for payment of the second semi-annual installment of real property taxes, or August 1, in each year (each such final date for payment is referred to herein as a "**Service Payment Date**"). Owner shall continue to make Service

Payments until such time as Owner has paid the final Service Payment applicable to the Exemption Period.

C. Amount of Service Payments. Each semi-annual Service Payment shall be paid to the Hamilton County Treasurer in an amount equal to one-half (½) of the annual amount that would have been payable in that year as real property taxes with respect to the Exempt Improvements had an exemption not been granted. However, if after the first semi-annual Service Payment has been determined and paid, the total annual amount for that year is adjusted by the taxing authorities, the amount of the second semi-annual Service Payment shall be adjusted accordingly. The Service Payments shall vary as the assessed value of the Exempt Improvements and the applicable tax rate vary from time to time.

D. Estimation. If, as of the date any Service Payment is due, the amount of the real property taxes that would have been payable on the Exempt Improvements (if not exempt) cannot be or has not been finally determined, the amount of such taxes shall be estimated by the Hamilton County Auditor or by the City (even though such taxes may be subject to contest, later determination, or adjustment because of revaluation of the Exempt Improvements) for the applicable tax year. If the sum of Service Payments so calculated and paid in any year is subsequently determined not to be equal to the total amount of real property taxes that would have been paid in that year with respect to the Exempt Improvements (if not exempt), Owner or the City shall promptly pay or repay any deficiency or excess, as appropriate, to the other within thirty (30) days after written demand.

E. Late Payment. If any Service Payment, or any installment thereof, is not paid when due under this Agreement, then, in addition to Hamilton County's late fee or delinquency charge, if any, Owner shall pay to the City, as a late payment charge, the amount of the charges for late payment of real property taxes, including penalty and interest, payable pursuant to ORC Section 323.121 on the delinquent amount. In addition, if Owner fails to make any Service Payment required hereunder, Owner shall pay, in addition to the Service Payment Owner was required to pay and any late payment charges as stated above, such amount as is required to reimburse the City for all costs and other amounts (including without limitation attorneys' fees) paid or incurred by the City to enforce the Service Payment obligations against Owner or against the Property. Owner acknowledges that delays in the making of Service Payments may, among other things, result in delays in the City's ability to timely make Rebate Payments.

### 3. APPLICATION OF SERVICE PAYMENTS.

A. Rebate Payments. Rebate Payments shall be made in the amounts described in, and subject to all terms and conditions of, the Development Agreement.

B. Timing of Rebate Payments. Rebate Payments shall be made at the times described in the Development Agreement.

#### C. Change in Use; Subdivision or Ownership by Multiple Legal Entities.

(i) Change in Use. Notwithstanding the foregoing, and without limiting any of the City's remedies under this Agreement or the Development Agreement, if the Project is no longer to be used for commercial and multi-family residential purposes (unless the City has otherwise agreed in accordance with the terms of this Agreement), the City shall no longer be obligated to make the Rebate Payments and the portion of the Service Payments which would otherwise have been applied to the Rebate Payments shall be deemed to be Residual Service Payments to which Owner is in no way entitled.

(ii) Subdivision or Ownership by Multiple Legal Entities. Without the City's prior written consent in the form of an amendment to this Agreement making such administrative and ministerial changes as may be deemed reasonably necessary by the City, title to the Property shall not be held by more than one legal entity at a time (it being acknowledged and agreed by the City that ownership

of the fee title through one legal entity, which is itself owned by multiple entities, is not ownership of the fee title to the Property by multiple entities as contemplated hereby). The City will not unreasonably withhold its agreement to such an amendment so long as the proposed amendment is otherwise consistent with this Agreement and the Development Agreement. For the avoidance of doubt, the City shall be under no obligation to enter into such an amendment if Owner seeks to include terms in such amendment that are unrelated or in addition to the division of ownership of the Property as described in this clause (ii); *provided, however*, that the City may include, as a term of such amendment, that the City will solely be required to provide notices or otherwise negotiate with one "Owner" entity as an agent for others which may succeed to Owner's rights hereunder. The City shall in no event be required to divide the Rebate Payments and pay portions of the Rebate Payments to various entities unless the City expressly agrees to do so in writing.

D. No Other Source. The City is in no way obligated under this Agreement or any other Project Document to provide Owner with any funds other than the Rebate Payments, nor is the City in any way obligated to provide the Rebate Payments from any source other than the Service Payments it actually receives in respect of the Exempt Improvements. Owner acknowledges and agrees that if the application of Service Payment proceeds to the Rebate Payments is deemed illegal or impermissible by a court of law following a non-appealable final adjudication thereof (it being agreed by the City that it shall not object to Owner's participation, at Owner's own expense, in any such legal proceedings), the Rebate Payments shall not be made and the portion of the Service Payments which would otherwise have been applied to the Rebate Payments shall be deemed to be Residual Service Payments to which Owner is in no way entitled. In such a circumstance, the City shall be under no obligation to provide compensation or reimbursement to Owner for the loss of the Rebate Payments or otherwise make equivalent payments to Owner from alternative sources.

4. PAYMENT OBLIGATIONS TO HAVE LIEN PRIORITY. To the extent permitted by law, the Service Payments shall be treated as a tax lien in the same manner as real property taxes and will have the same lien, rights and priority as all other real property taxes. Such a lien shall attach, and may be perfected, collected and enforced as provided by law, including enforcement by foreclosure upon such lien pursuant to the procedures and requirements of Ohio law relating to mortgages, liens, and delinquent real estate taxes. Owner hereby agrees that the obligation to make Service Payments shall have the same priority as the obligation to pay real estate taxes in the event of any bankruptcy or other like proceeding instituted by or against Owner. Owner agrees not to contest the lien, rights or priority of the Service Payments with respect to the Property.

5. RECORDING; OBLIGATIONS TO RUN WITH THE LAND; ASSIGNMENT.

A. Recording. Promptly after the execution of this Agreement, Owner shall cause this Agreement to be recorded in the Hamilton County, Ohio Recorder's Office, at its expense, prior to any mortgage, assignment or other conveyance of any part of the Property. All instruments of conveyance of the Property or Owner's ownership of the Property (or portions thereof) to subsequent mortgagees, successors, assigns or transferees shall be subject to this Agreement.

B. Covenants Running with the Land. The obligation to perform and observe the agreements on Owner's part contained herein shall be covenants running with the land and shall be binding and enforceable by the City against Owner and its successors-in-interest and transferees as owners from time to time of the fee simple interest in the Property.

C. Obligations are Absolute and Unconditional. The obligations of Owner to make Service Payments under this Agreement will not be terminated for any cause including, without limitation, failure to commence or complete the Project; any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Exempt Improvements; commercial frustration of purpose; or any change in the constitution, tax or other laws or judicial decisions or administrative rulings of or administrative actions by or under authority of the United States of America or of the State or any political subdivision thereof.

6. PAYMENT OF TAXES; CONTESTS.  
{00327759-6}

A. **Payment of Taxes.** With respect to real property taxes that are not exempted under this Agreement, Owner shall pay or cause to be paid, as the same become due (but subject to the 5 day Cure Period for Payment Defaults described in the Development Agreement), all such taxes, assessments, whether general or special, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Property and/or the non-exempt improvements or any personal property or fixtures of Owner installed or brought thereon (including, without limitation, any taxes levied against Owner with respect to income or profits from operations at the Property and which, if not paid, may become or be made a lien on the Property or the Exempt Improvements). The Owner acknowledges that it, and not the City, is responsible for the payment of all utility and other charges incurred in the operation, maintenance, use and occupancy of the Property and Exempt Improvements.

B. **Contests.** Nothing in this Agreement is intended to prevent Owner, at its expense and in good faith, from applying for exemption of any non-exempt improvements, or contesting the amount or validity of any such taxes, assessments or other charges, including contesting the real estate valuation of the Property and Exempt Improvements. Nothing in this paragraph shall be construed to relieve Owner of the duty to make the Service Payments as required by this Agreement.

7. **NOTICES.** All notices or other communications under this Agreement shall be deemed given on receipt when personally delivered, or 48 hours after being mailed by U.S. registered or certified mail, postage prepaid, addressed to the City at 801 Plum Street, Cincinnati, OH 45202, Attention: City Manager, with a copy to the Director of the Department of Community and Economic Development, City of Cincinnati, 805 Central Avenue, Suite 700, Cincinnati, OH 45202; and to Owner at its address set forth in the introductory paragraph hereof. If Owner sends a notice to the City alleging that the City is in default under this Agreement, Owner 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. The City and Owner may, by notice given under this Agreement, designate any further or different addresses to which subsequent notices or other communications shall be sent.

8. **COVENANTS AND REPRESENTATIONS.** Owner hereby reaffirms its representations and warranties contained in the Development Agreement and any other Project Documents as of the Effective Date of this Agreement.

9. **EXEMPTION APPLICATION.** Owner shall prepare, execute and (following the City's prior receipt of copies for review and approval in the City's sole discretion) file, in a timely fashion after the Effective Date, such applications, documents and other information with the appropriate officials of the State of Ohio and Hamilton County, or other public body as may be required to effect and maintain during the Exemption Period as described in ORC Chapter 5709 the exemption from real property taxation as contemplated by said Chapter. Owner and the City currently expect that such exemption from real property taxation shall apply initially to the 2023 tax year. Owner shall continuously use due diligence and employ commercially reasonable efforts to keep such exemption in force, not permitting the same to lapse or be suspended or revoked for any reason within Owner's control. In the event that subsequent to the allowance of such exemption, the same is at any time revoked or suspended due to the act or omission of Owner, Owner shall nevertheless continue to make Service Payments throughout the Exemption Period; *provided, however* that such Service Payments shall only be required during any period of revocation or suspension to the extent (and in the amounts) necessary to cover debt service and other financing costs related to any bonds the City has issued prior to the date of revocation or suspension of the exemption which are secured by the City to be repaid, in whole or in part, by the Service Payments (or such portion of the Service Payments as the City may be entitled to pledge as collateral or utilize for repayment of debt under the terms of this Agreement).

10. **DEFAULTS AND REMEDIES.** If Owner fails to make any Service Payment when due (but subject to the 5 day Cure Period for Payment Defaults described in the Development Agreement) (time being of the essence), or if Owner fails to observe or perform any other obligation hereunder (including Owner's obligation to comply with the terms of the Development Agreement) and such other



failure continues for more than thirty (30) days after the City notifies Owner in writing thereof, the City shall be entitled to exercise and pursue any and all rights and remedies available to it hereunder, at law or in equity, including, without limitation, (i) foreclosure of the lien created hereby, and (ii) terminating this Agreement without modifying or abrogating Owner's obligation to make Service Payments; *provided, however*, that if the nature of the default (other than a Payment Default) is such that it cannot reasonably be cured during an applicable cure period, Owner shall not be in default under this Agreement so long as Owner commences to cure the default within such cure period and thereafter diligently completes such cure within sixty (60) days after Owner's receipt of the City's initial notice of default. Owner shall pay to the City upon demand an amount equal to all costs and damages suffered or incurred by the City in connection with such default, including, without limitation, attorneys' fees. Waiver by the City of any default shall not be deemed to extend to any subsequent or other default under this Agreement. All rights and remedies hereunder are cumulative.

**11. DURATION OF AGREEMENT.** This Agreement shall become effective on the Effective Date and, except with respect to those provisions expressly stated to survive the expiration of this Agreement, shall expire on the later of (i) the day following the date of payment of the final Rebate Payment to be made under the Development Agreement, and (ii) the day following the date of payment of the final Service Payment applicable to the Exemption Period. This Agreement shall survive any foreclosures, bankruptcy, or lien enforcement proceedings. Upon such expiration, the City shall deliver to Owner such documents and instruments as Owner may reasonably request to evidence such expiration.

**12. TRUSTEE.** Owner hereby acknowledges and agrees that the City may, following the Effective Date, enter into a trust agreement or other like agreement with a trustee selected by the City for the purposes of carrying out and/or administering some or all of the City's obligations under this Agreement, as determined by the City. If the City generally implements such an arrangement for transactions, such as those contemplated by this Agreement, involving tax increment financing under Ohio Revised Code Section 5709.41 or tax increment financing generally, then Owner agrees to (i) execute such documents or acknowledgments as may be reasonably required in order for the City to procure the services of such trustee, including, if applicable, a trust agreement, and (ii) pay the fees and expenses of the trustee (or, at the City's option, reimburse the City for the fees and expenses of the trustee paid by the City).

**13. GENERAL PROVISIONS.**

A. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same Agreement.

B. **Captions.** Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

C. **Governing Law and Choice of Forum.** This Agreement shall be governed by the laws of the State of Ohio and the City of Cincinnati and shall be interpreted and enforced in accordance with the laws of this State and City without regard to the principles of conflicts of laws. All unresolved claims and other matters in question between the City and Owner shall be decided in the Hamilton County Court of Common Pleas. The parties hereby waive trial by jury.

D. **Severability.** If any provision of this Agreement is determined to be illegal, invalid or unenforceable, it is the intention of the parties that the remainder of this Agreement shall not be affected thereby, and in lieu of each provision that is illegal, invalid or unenforceable, there shall be added as a part of this Agreement provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

E. **Additional Documents.** The City and Owner agree to execute any further agreements, documents or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement to the extent permitted by this Agreement and in compliance with all laws and ordinances controlling this Agreement.

F. Entire Agreement; Amendments. This Agreement, together with the Development Agreement, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements of the parties. This Agreement may be amended only by a written amendment signed by all parties.

G. Exhibit. The following exhibit is attached hereto and made a part hereof:  
Exhibit A - Legal Description

*SIGNATURES ON FOLLOWING PAGE*

This Service Agreement is executed by the City and Owner by their duly-authorized officers or representatives as of the Effective Date.

**OTR PROJECT PARTNERS, LLC**

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

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

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

Date: \_\_\_\_\_, 2021

**CITY OF CINCINNATI**

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

Date: \_\_\_\_\_, 2021

Approved as to Form:

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

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

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

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

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

*NOTARY BLOCKS ON FOLLOWING PAGE*

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ (name), \_\_\_\_\_ (title) of OTR Project Partners, LLC, an Ohio limited liability company, on behalf of the company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Paula Boggs Muething, City Manager of the CITY OF CINCINNATI, an Ohio municipal corporation, on behalf of the corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

This instrument prepared by:  
Kaitlyn M. Geiger, Esq.  
City of Cincinnati  
Office of the City Solicitor  
801 Plum Street, Room 214  
Cincinnati, OH 45202

**EXHIBIT A  
TO  
SERVICE AGREEMENT**

**LEGAL DESCRIPTION**

[INTENTIONALLY OMITTED]



EXHIBIT D-1

to Development Agreement

**FORM OF QUITCLAIM DEED – INITIAL CONVEYANCE**

----- space above for recorder -----

**QUITCLAIM DEED**

**OTR PROJECT PARTNERS, LLC**, an Ohio limited liability company, the address of which is [\_\_\_\_\_] ("**Grantor**"), for valuable consideration paid, hereby grants and conveys to the **CITY OF CINCINNATI**, an Ohio municipal corporation ("**Grantee**"), having an address at 801 Plum Street, Cincinnati, Ohio 45202, all Grantor's right, title and interest in and to the real property described on Exhibit A (Legal Description) hereto.

The City's acceptance of the Property was authorized by Ordinance No. \_\_\_\_\_, passed by City Council on \_\_\_\_\_, 2021.

Prior instrument reference: Official Record \_\_\_\_\_, Page \_\_\_\_\_, Hamilton County, Ohio Records.

Executed on \_\_\_\_\_, 2021.

**OTR PROJECT PARTNERS, LLC**

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

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

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

Date: \_\_\_\_\_, 2021

**NOTARY BLOCK FOLLOWS**

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ (name), \_\_\_\_\_ (title) of OTR Project Partners, LLC, an Ohio limited liability company, on behalf of the company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

Approved as to Form:

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

This instrument prepared by:     Kaitlyn M. Geiger, Esq.; City of Cincinnati, Office of the City Solicitor;  
801 Plum Street, Room 214; Cincinnati, Ohio 45202

**Exhibit A to Quitclaim Deed**

Legal Description

[INTENTIONALLY OMITTED]

EXHIBIT D-2  
to Development Agreement

**FORM OF QUITCLAIM DEED – CITY CONVEYANCE**

----- space above for recorder -----

**QUITCLAIM DEED**

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "City"), having an address of 801 Plum Street, for valuable consideration paid, hereby grants and conveys to **OTR PROJECT PARTNERS, LLC**, an Ohio limited liability company, the address of which is [ ] ("Grantee"), all of the City's right, title and interest in and to the real property described on Exhibit A (Legal Description) hereto.

This conveyance was authorized by Ordinance No. [ ], passed by Cincinnati City Council on [ ].

Prior instrument reference: Official Record \_\_\_\_\_, Page \_\_\_\_\_, Hamilton County, Ohio Records.

Executed on \_\_\_\_\_, 2021.

CITY OF CINCINNATI

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

STATE OF OHIO            )  
                                      ) SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by Paula Boggs Muething, City Manager of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

Approved as to Form:

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

{00327759-6}

This instrument prepared by: Kaitlyn M. Geiger, Esq., City of Cincinnati Law Department, 801 Plum Street, Suite 214, Cincinnati, Ohio 45202



**Exhibit A to Quitclaim Deed**

Legal Description

[INTENTIONALLY OMITTED]

EXHIBIT E  
to Development Agreement  
**FORM OF COMPLETION GUARANTY**

[to be attached]

## EXHIBIT F

### to Development Agreement

#### DISBURSEMENT OF FUNDS

(A) Conditions to be Satisfied Prior to Disbursement of Funds. The City shall be under no obligation to disburse the funds of up to \$29,736.72 to Developer for the construction of Public Improvements (the "Funds") until the following conditions are satisfied:

(i) Developer shall have provided the City with evidence of insurance required under this Agreement;

(ii) Developer shall have provided the City with evidence that it has obtained all licenses, permits, governmental approvals and the like necessary for the construction work;

(iii) the parties shall have approved the construction budget and construction schedule for the Public Improvements;

(iv) on-site construction for the Public Improvements shall have commenced and be proceeding in accordance with the City approved plans and proposed construction schedule;

(v) Developer shall have provided the City with such other documents, reports and information relating to the Project as the City may reasonably request; and

(vi) Developer shall not be in default under this Agreement.

(B) Disbursement of Funds on a Pro Rata Basis. Provided all of the requirements for disbursement of the Funds shall have been satisfied, the City shall disburse the Funds from the Project account. The City shall disburse the Funds on a reimbursement basis and on a "pro rata" basis with the other sources of funds for the Public Improvements; i.e., the City's Funds shall not be "first in". (For example, if the Funds represent one fourth (1/4<sup>th</sup>) of the total funds for the Public Improvements, at no time shall the amount of the disbursed Funds exceed 1/4<sup>th</sup> of the total amount of the disbursed funds for the Public Improvements.) Developer shall request the Funds and shall use the Funds solely to reimburse itself for documented hard construction costs paid by Developer to third parties for construction of the Public Improvements and for no other purpose. Nothing in this Agreement shall permit, or shall be construed to permit, the expenditure of Funds for the acquisition of supplies or inventory, or for the purpose of purchasing materials not used in the construction, or for establishing a working capital fund, or to pay for soft costs, or for any other purpose expressly disapproved by the City. Developer shall not request a disbursement of Funds for any expenditure that is not itemized on or contemplated by the approved budget or if the costs for which the disbursement is being requested exceeds the applicable line item in the budget; however, Developer may request, in writing, that funds be transferred between line items, with the City's approval thereof not to be unreasonably withheld. Disbursements from the Project account shall be limited to an amount equal to the actual cost of the work, materials and labor incorporated in the work up to the amount of such items as set forth in Developer's request for payment. Anything contained in this Agreement to the contrary notwithstanding, the City shall not be obligated to make or authorize any disbursements from the Project account if the City determines, in its reasonable discretion, that the amounts remaining from all funding sources with respect to the construction of the Public Improvements are not sufficient to pay for all the costs to complete construction. Developer acknowledges that the obligation of the City to disburse the Funds to Developer for construction shall be limited to the Funds to be made available by the City under this Agreement. Developer shall provide all additional funds from other resources to complete the Public Improvements. Notwithstanding anything in this Agreement to the contrary, the City's obligation to make the Funds for construction available to Developer, to the extent such Funds have not been disbursed, shall terminate ninety (90) days following completion of construction of the Public Improvements.

(C) Draw Procedure

(i) Frequency. Developer may make disbursement requests no more frequently than once in any thirty (30) day period.

(ii) Documentation. Each disbursement request shall include the following: For construction costs shown on the approved budget, Developer shall submit a draw request form provided by the City, with the following attachments: (1) an AIA G-702-703 Form (AIA) or such other similar form acceptable to the City, (2) sworn affidavits and/or unconditional lien waivers (together with copies of paid invoices, contracts, or other supporting data) from all contractors, subcontractors and materialmen covering all work, labor and materials for the work through the date of the disbursement and establishing that all such work, labor and materials have been paid for in full, (3) waivers or disclaimers from suppliers of fixtures or equipment who may claim a security interest therein, and (4) such other documentation or information requested by the City that a prudent construction lender might request. All affidavits and lien waivers shall be signed, fully-executed originals.

(D) Retainage. After review and approval of a disbursement request, the City shall disburse ninety percent (90%) of the amount requested, less retainage equal to ten percent (10%) thereof. The retained amount shall be disbursed when (i) construction of the Public Improvements has been completed, (ii) the City has obtained final lien waivers and all other conditions to payment set forth in this Agreement have been satisfied with respect to such payment, (iii) Developer has provided the City with a complete set of "as built" drawings for the Public Improvements if required by DOTE, and (iv) Developer has complied with all of its other obligations under this Agreement as determined by the City in its sole discretion.

(E) Estoppel Certification. A request for the disbursement of Funds shall, unless otherwise indicated in writing at the time Developer makes such request, be deemed as a representation and certification by Developer that (i) that all work done and materials supplied to date are in accordance with the City-approved plans and specifications for the Public Improvements and in strict compliance with all legal requirements as of the date of the request, (ii) the Public Improvements are being completed in accordance with the City-approved budget and construction schedule, and (iii) Developer and the City have complied with all of their respective obligations under this Agreement. If Developer alleges that the City has been or is then in default under this Agreement at the time Developer makes such request, and if the City disputes such allegation, the City shall not be obligated to make or authorize such disbursement until the alleged default has been resolved.

EXHIBIT H

to Development Agreement

PRIOR DEVELOPER'S REPURCHASE RIGHT ACKNOWLEDGMENT

----- space above for recorder -----

**ACKNOWLEDGMENT OF REPURCHASE RIGHT**

**W LIBERTY & ELM, LLC**, an Ohio limited liability company, the address of which is [\_\_\_\_\_] ("Grantor"), being the owner of the real property described on Exhibit A (Legal Description) hereto, hereby acknowledges that the repurchase right of the City of Cincinnati, Ohio (the "City") set forth in that certain *Quitclaim Deed* from the City to Grantor, recorded on April 13, 2018, in Hamilton County Recorder Official Record Book 13646, Page 1334, as modified by that certain Development Agreement by and between the City and Grantor dated \_\_\_\_\_ (the "**Development Agreement**"), remains in effect until released in accordance with the provisions of the Development Agreement or otherwise with the express written consent of the City.

Executed on \_\_\_\_\_, 2021.

**W LIBERTY & ELM, LLC**

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

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

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

Date: \_\_\_\_\_, 2021

*NOTARY BLOCK FOLLOWS*



STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ (name), \_\_\_\_\_ (title) of W Liberty & Elm, LLC, an Ohio limited liability company, on behalf of the company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

Approved as to Form:

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

This instrument prepared by:   Kaitlyn M. Geiger, Esq.; City of Cincinnati, Office of the City Solicitor;  
801 Plum Street, Room 214; Cincinnati, Ohio 45202

**Exhibit A to Acknowledgment of Repurchase Right**

Legal Description

[INTENTIONALLY OMITTED]

EXHIBIT I

to Development Agreement

DEVELOPER'S REPURCHASE RIGHT ACKNOWLEDGMENT

----- space above for recorder -----

**ACKNOWLEDGMENT OF REPURCHASE RIGHT**

OTR PROJECT PARTNERS, LLC, an Ohio limited liability company, the address of which is [ ] ("Grantor"), being the owner of the real property described on Exhibit A (Legal Description) hereto, hereby acknowledges that the repurchase right of the City of Cincinnati, Ohio (the "City") set forth in that certain *Quitclaim Deed* from the City to W Liberty & Elm, LLC, an Ohio limited liability company, recorded on April 13, 2018, in Hamilton County Recorder Official Record Book 13646, Page 1334, as modified by that certain Development Agreement by and between the City and Grantor dated \_\_\_\_\_ (the "**Development Agreement**"), remains in effect until released in accordance with the provisions of the Development Agreement or otherwise with the express written consent of the City.

Executed on \_\_\_\_\_, 2021.

**OTR PROJECT PARTNERS, LLC**

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

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

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

Date: \_\_\_\_\_, 2021

**NOTARY BLOCK FOLLOWS**

STATE OF OHIO                     )  
  ) SS:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ (name), \_\_\_\_\_ (title) of OTR Project Partners, LLC, an Ohio limited liability company, on behalf of the company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

Approved as to Form:

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

This instrument prepared by:     Kaitlyn M. Geiger, Esq.; City of Cincinnati, Office of the City Solicitor;  
  801 Plum Street, Room 214; Cincinnati, Ohio 45202

**Exhibit A to Acknowledgment of Repurchase Right**

Legal Description

[INTENTIONALLY OMITTED]



## EXHIBIT I

### to Development Agreement

#### **ADDITIONAL REQUIREMENTS**

Developer and Developer's general contractor shall comply with all applicable statutes, ordinances, regulations, and rules of the government of the United States, State of Ohio, County of Hamilton, and City of Cincinnati (collectively, "**Government Requirements**"), including the Government Requirements listed below, to the extent that they are applicable. Developer hereby acknowledges and agrees that (a) the below listing of Government Requirements is not intended to be an exhaustive list of Government Requirements applicable to the Project, Developer, or Developer's contractors, subcontractors or employees, either on the City's part or with respect to any other governmental entity, and (b) neither the City nor its Law Department is providing legal counsel to or creating an attorney-client relationship with Developer by attaching this Exhibit to the Agreement.

This Exhibit serves two functions:

(i) **Serving as a Source of Information With Respect to Government Requirements.**

This Exhibit identifies certain Government Requirements that may be applicable to the Project, Developer, or its contractors and subcontractors. Because this Agreement requires that Developer comply with all applicable laws, regulations, and other Government Requirements (and in certain circumstances to cause others to do so), this Exhibit flags certain Government Requirements that Developers, contractors and subcontractors regularly face in constructing projects or doing business with the City. To the extent a Developer is legally required to comply with a Government Requirement, failure to comply with such a Government Requirement is a violation of the Agreement.

(ii) **Affirmatively Imposing Contractual Obligations.** If certain conditions for applicability are met, this Exhibit also affirmatively imposes contractual obligations on Developer, even where such obligations are not imposed on Developer by Government Requirements. As described below, the affirmative obligations imposed hereby are typically a result of policies adopted by City Council which, per Council's directive, are to be furthered by the inclusion of certain specified language in some or all City contracts. The City administration (including the City's Department of Community and Economic Development) is responsible for implementing the policy directives promulgated by Council (which typically takes place via the adoption of motions or resolutions by Council), including, in certain circumstances, by adding specific contractual provisions in City contracts such as this Agreement.

(A) **Construction Workforce.**

(i) **Applicability.** Consistent with the limitations contained within the City Resolutions identified in clause (ii) below, this Section (A) shall not apply to contracts with the City other than construction contracts, or to construction contracts to which the City is not a party. For the avoidance of doubt, this Agreement is a construction contract solely to the extent that it directly obligates Developer to assume the role of a general contractor on a construction project for public improvements such as police stations or other government buildings, public parks, or public roadways.

The Construction Workforce Goals are not applicable to future work (such as repairs or modifications) on any portion of the Project. The Construction Workforce Goals are not applicable to the purchase of specialty fixtures and trade fixtures.

(ii) **Requirement.** In furtherance of the policy enumerated in City Resolutions No. 32-1983 and 21-1998 concerning the inclusion of minorities and women in City construction work, if Developer is performing construction work for the City under a construction contract to which the City is a party, Developer shall use Best Efforts to achieve a standard of no less than 11.8% Minority Persons (as defined below) and 6.9% females (of whom at least one-half shall be Minority Persons) in each craft trade {00327759-6}

in Developer and its general contractor's aggregate workforce in Hamilton County, to be achieved at least halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the "**Construction Workforce Goals**").

As used herein, the following terms shall have the following meanings:

(a) "**Best Efforts**" means substantially complying with all of the following as to any of its employees performing such construction, and requiring that all of its construction subcontractors substantially comply with all of the following: (1) solicitation of Minority Persons as potential employees through advertisements in local minority publications; and (2) contacting government agencies, private agencies, and/or trade unions for the job referral of qualified Minority Persons.

(b) "**Minority Person**" means any person who is Black, Asian or Pacific Islander, Hispanic, American Indian or Alaskan Native.

(c) "**Black**" means a person having origin in the black racial group of Africa.

(d) "**Asian or Pacific Islander**" means a person having origin in the original people of the Far East or the Pacific Islands, which includes, among others, China, India, Japan, Korea, the Philippine Islands, Malaysia, Hawaii and Samoa.

(e) "**Hispanic**" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish cultural origin.

(f) "**American Indian**" or "**Alaskan Native**" means a person having origin in any of the original people of North America and who maintains cultural identification through tribal affiliation.

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Conferring with Trade Unions.

(a) Applicability. Per City of Cincinnati, Ordinance No. 130-2002, this requirement is limited to transactions in which Developer receives City funds or other assistance (including, but not limited to, the City's construction of public improvements to specifically benefit the Project, or the City's sale of real property to Developer at below fair market value).

(b) Requirement. This Agreement may be subject to the requirements of City of Cincinnati, Ordinance No. 130-2002, as amended or superseded, providing that, if Developer receives City funds or other assistance, Developer and its general contractor, prior to the commencement of construction of the Project and prior to any expenditure of City funds, and with the aim of reaching comprehensive and efficient project agreements covering all work done by Developer or its general contractor, shall meet and confer with: the trade unions representing all of the crafts working on the Project, and minority, female, and locally-owned contractors and suppliers potentially involved with the construction of the Project. At this meeting, Developer and/or its general contractor shall make available copies of the scope of work and if prevailing wage rates apply, the rates pertaining to all proposed work on the Project. Not later than ten (10) days following Developer and/or its general contractor's meet and confer activity, Developer shall provide to the City, in writing, a summary of Developer and/or its general contractor's meet and confer activity.

(ii) Contracts and Subcontracts; Competitive Bidding.

(a) Applicability. This clause (ii) is applicable to "construction contracts" under Cincinnati Municipal Code Chapter 321. Municipal Code Chapter 321 defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than four thousand dollars and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority," and "contract" as "all written agreements of the City of Cincinnati, its boards or commissions, prepared and signed by the city purchasing agent or a board or commission for the procurement or disposal of supplies, service or construction."

(b) Requirement. If CMC Chapter 321 applies to the Project, Developer is required to ensure that all contracts and subcontracts for the Project are awarded pursuant to a competitive bidding process that is approved by the City in writing. All bids shall be subject to review by the City. All contracts and subcontracts shall be expressly required by written agreement to comply with the provisions of this Agreement and the applicable City and State of Ohio laws, ordinances and regulations with respect to such matters as allocation of subcontracts among trade crafts, Small Business Enterprise Program, Equal Employment Opportunity, and Construction Workforce Goals.

(iii) Competitive Bidding for Certain City-Funded Development Agreements.

(a) Applicability. Pursuant to Ordinance No. 273-2002, the provision in clause (b) below applies solely where the Project receives in \$250,000 or more in direct City funding, and where such funding comprises at least 25% of the Project's budget. For the purposes of this clause (iii), "direct City funding" means a direct subsidy of City funds in the form of cash, including grants and forgivable loans, but not including public improvements, land acquisitions and sales, job creation tax credits, or tax abatements or exemptions.

(b) Requirement. This Agreement requires that Developer issue an invitation to bid on the construction components of the development by trade craft through public notification and that the bids be read aloud in a public forum. For purposes of this provision, the following terms shall be defined as set forth below:

(1) "Bid" means an offer in response to an invitation for bids to provide construction work.

(2) "Invitation to Bid" means the solicitation for quoted prices on construction specifications and setting a time, date and place for the submission of and public reading of bids. The place for the public reading of bids shall be chosen at the discretion of Developer; however, the place chosen must be accessible to the public on the date and time of the public reading and must have sufficient room capacity to accommodate the number of respondents to the invitation to bid.

(3) "Trade Craft" means (a) general construction work, (b) electrical equipment, (c) plumbing and gas fitting, (d) steam and hot water heating and air conditioning and ventilating apparatus, and steam power plant, (e) elevator work, and (f) fire protection.

(4) "Public Notification" means (a) advertisement of an invitation to bid with ACI (Allied Construction Industries) and the Dodge Report, and (b) dissemination of the advertisement (either by mail or electronically) to the South Central Ohio Minority Business Council, Greater Cincinnati Northern Kentucky African-American Chamber of Commerce, and the Hispanic Chamber of Commerce. The advertisement shall include a description of the "scope of work" and any other information reasonably necessary for the preparation of a bid, and it shall be published and disseminated no less than fourteen days prior to the deadline for submission of bids stated in the invitation to bid.

(5) "Read Aloud in a Public Forum" means all bids shall be read aloud at the time, date and place specified in the invitation for bids, and the bids shall be available for public inspection at the reading.

(C) City Building Code. All construction work must be performed in compliance with City building code requirements.

(D) Lead Paint Regulations. All work must be performed in compliance with Chapter 3742 of the Ohio Revised Code, Chapter 3701-32 of the Ohio Administrative Code, and must comply with OSHA's Lead in Construction Regulations and the OEPA's hazardous waste rules. All lead hazard abatement work must be supervised by an Ohio Licensed Lead Abatement Contractor/Supervisor.

(E) Displacement. If the Project involves the displacement of tenants, Developer shall comply with all Government Requirements in connection with such displacement. If the City shall become obligated to pay any relocation costs or benefits or other sums in connection with the displacement of tenants, under Cincinnati Municipal Code Chapter 740 or otherwise, Developer shall reimburse the City for any and all such amounts paid by the City in connection with such displacement within twenty (20) days after the City's written demand.

(F) Small Business Enterprise Program.<sup>2</sup>

(i) Applicability. The applicability of Municipal Code Chapter 323 (Small Business Enterprise Program) is limited to construction contracts in excess of \$5,000. Municipal Code Chapter 323 defines "contract" as "a contract in excess of \$5,000.00, except types of contracts listed by the City purchasing agent as exempt and approved by the City Manager, for (a) construction, (b) supplies, (c) services, or (d) professional services." It defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than \$4,000 and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority." To the extent Municipal Code Chapter 323 does not apply to this Agreement, Developer is not subject to the various reporting requirements described in this Section (F).

(ii) Requirement. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises ("SBE"s), which include SBEs owned by minorities and women. Accordingly, subject to clause (i) above, Developer and its general contractor shall use its best efforts and take affirmative steps to assure that SBEs are utilized as sources of supplies, equipment, construction, and services, with the goal of meeting 30% SBE participation for construction contracts and 15% participation for supplies/services and professional services contracts. An SBE means a consultant, supplier, contractor or subcontractor who is certified as an SBE by the City in accordance with Cincinnati Municipal Code ("CMC") Chapter 323. (A list of SBEs may be obtained from the Department of Economic Inclusion or from the City's web page, <http://cincinnati.diversitycompliance.com>.) Developer and its general contractor may refer interested firms to the Department of Economic Inclusion for review and possible certification as an SBE, and applications may also be obtained from such web page. If the SBE program is applicable to this Agreement, as described in clause (i) above, Developer agrees to take (or cause its general contractor to take) at least the following affirmative steps:

(1) Including qualified SBEs on solicitation lists.

(2) Assuring that SBEs are solicited whenever they are potential sources. Contractor must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials or to bid on construction contracts for the Project. Contractor is

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<sup>2</sup> Note: DCED is currently evaluating revisions to this SBE section due to recent legislative changes adopted by Council. If DCED implements these policy changes prior to the execution of this Agreement, this section will be revised.

encouraged to use the internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot be used as substitutes for the above.

(3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

(4) When needs permit, establishing delivery schedules that will encourage participation by SBEs.

(iii) Subject to clause (i) above, if any subcontracts are to be let, Developer shall require the prime contractor to take the above affirmative steps.

(iv) Subject to clause (i) above, Developer shall provide to the City, prior to commencement of the Project, a report listing all of the contractors and subcontractors for the Project, including information as to the owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. Developer or its general contractor shall update the report monthly by the 15<sup>th</sup>. Developer or its general contractor shall enter all reports required in this subsection via the City's web page referred to in clause (i) above or any successor site or system the City uses for this purpose. Upon execution of this Agreement, Developer and its general contractor shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.

(v) Subject to clause (i) above, Developer and its general contractor shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City shall have the right to review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the affiant pursuant to Section 2921.12, Ohio Revised Code.

(vi) Subject to clause (i) above, failure of Developer or its general contractor to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach the minimum percentage goals for SBE participation as set forth in Cincinnati Municipal Code Chapter 323, may be construed by the City as failure of Developer to use best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this section.

(G) Equal Employment Opportunity.

(i) Applicability. Chapter 325 of the Cincinnati Municipal Code (Equal Employment Opportunity) applies (a) where the City expends more than \$5,000 under a non-construction contract, or (b) where the City spends or receives over \$5,000 to (1) employ another party to construct public improvements, (2) purchase services, or (3) lease any real or personal property to or from another party. Chapter 325 of the Municipal Code does not apply where the contract is (a) for the purchase of real or personal property to or from another party, (b) for the provision by the City of services to another party, (c) between the City and another governmental agency, or (d) for commodities such as utilities.

(ii) Requirement. If this Agreement is subject to the provisions of Chapter 325 of the Cincinnati Municipal Code (the City of Cincinnati's Equal Employment Opportunity Program), the provisions thereof are hereby incorporated by reference into this Agreement.

(H) Prevailing Wage. Developer shall comply, and shall cause all contractors working on the Project to comply, with all any prevailing wage requirements that may be applicable to the Project. In the event that the City is directed by the State of Ohio to make payments to construction workers based on violations of such requirements, Developer shall make such payments or reimburse the City for such payments within twenty (20) days of demand therefor. A copy of the City's prevailing wage determination may be attached to this Exhibit as Addendum I to Additional Requirements Exhibit (City's Prevailing Wage Determination) hereto.



(I) Compliance with the Immigration and Nationality Act. In the performance of its construction obligations under this Agreement, Developer shall comply with the following provisions of the federal Immigration and Nationality Act: 8 U.S.C.A. 1324a(a)(1)(A) and 8 U.S.C.A. 1324a(a)(2). Compliance or noncompliance with those provisions shall be solely determined by final determinations resulting from the actions by the federal agencies authorized to enforce the Immigration and Nationality Act, or by determinations of the U.S.

(J) Prompt Payment. The provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System", may apply to this Agreement. Municipal Code Chapter 319 also (i) provides certain requirements for invoices from contractors with respect to the Prompt Payment System, and (ii) obligates contractors to pay subcontractors for satisfactory work in a timely fashion as provided therein.

(K) Conflict of Interest. Pursuant to Ohio Revised Code 102.03, no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project may have any personal financial interest, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.

(L) Ohio Means Jobs. If this Agreement constitutes a construction contract (pursuant to the guidance with respect to the definition of that term provided in Section (A) above), then, pursuant to Ordinance No. 238-2010: To the extent allowable by law, Developer and its general contractor shall use its best efforts to post available employment opportunities with Developer, the general contractor's organization, or the organization of any subcontractor working with Developer or its general contractor with the OhioMeansJobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-946-7200.

(M) Wage Enforcement.

(i) 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.

(N) Americans With Disabilities Act; Accessibility.

(i) Applicability. Cincinnati City Council adopted Motion No. 201600188 on February 3, 2016 (the "**Accessibility Motion**"). This motion directs City administration, including DCED, to include language specifically requiring compliance with the Americans With Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and imposing certain minimum accessibility standards on City-subsidized projects regardless of whether there are arguably exceptions or reductions in accessibility standards available under the ADA or State law.

(ii) Requirement. In furtherance of the policy objectives set forth in the Accessibility Motion, (A) the Project shall comply with the ADA, and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then Developer shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

(O) Electric Vehicle Charging Stations in Garages.

(i) Applicability. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of "qualifying incentives" for projects involving the construction of a parking garage to include a provision requiring the {00327759-6}

inclusion of certain features in the garage relating to electric vehicles. The ordinance defines "qualifying incentives" as the provision of incentives or support for the construction of a parking garage in the form of (a) the provision of any City monies or monies controlled by the City including, without limitation, the provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, "qualifying incentives" does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to Ohio Revised Code 3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

(ii) Requirement. If the applicability criteria of Ordinance No. 89-2017 are met, then the following requirements shall apply to any parking garage included within the Project: (a) at least one percent of parking spaces, rounding up to the nearest integer, shall be fitted with Level 2 minimum 7.2 kilowatt per hour electric car charging stations; provided that if one percent of parking spaces is less than two parking spaces, the minimum number of parking spaces subject to this clause shall be two parking spaces; and (b) the parking garage's electrical raceway to the electrical supply panel serving the garage shall be capable of providing a minimum of 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer, and the electrical room supplying the garage must have the physical space for an electrical supply panel sufficient to provide 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer.

(P) Certification as to Non-Debarment. Developer represents that neither it nor any of its principals is presently suspended or debarred by any federal, state, or local government agency. In completing the Project, Developer shall not solicit bids from any contractors or subcontractors who are identified as being suspended or debarred by any federal, state, or local government agency. If Developer or any of its principals becomes suspended or debarred by any federal, state, or local government agency during the term of this Agreement, Developer shall be considered in default under this Agreement.

*Addendum I  
to  
Additional Requirements Exhibit*

City's Prevailing Wage Determination

**REQUEST FOR PROJECT WAGE DETERMINATION**

**DATE RECEIVED:** 10/8/2020

**ORIGINAL ASSIGNED NUMBER:** 2020-211

**DEI USE ONLY**

Fillout and Circle all that Apply Below:

**FUNDING GUIDELINES:**  
(State or Federal)

**RATES THAT APPLY:**  
(Building, Heavy, Highway, Residential)  
Prevailing wage does not apply.

**DECISION NUMBER:** N/A

**MODIFICATIONS:** N/A

**DECISION DATE:** N/A

**EXPIRATION DATE:** N/A

**SUPERSEDES DECISION NUMBER:** N/A

**DETERMINATION BY:**  
Name: Dionne Cherry

**Title:** Contract Compliance Specialist

**Date:** 10/14/2020

**APPROVED BY:**

*Tricia Williams Hoana*  
INTERIM DEPT DIRECTOR, DEPARTMENT OF  
ECONOMIC INCLUSION

**REQUESTING AGENCY OR DEPT:**  
Economic Development

**CONTACT PERSON AND PHONE  
NUMBER:**  
John Reiser ext. 6261

**Requested Date:** 10/08/2020  
**Estimated Advertising Date:** 01/01/2021  
**Estimated Bid Opening Date:** 02/01/2021  
**Estimated Starting Date:** 02/15/2021

**SOURCE AND FUND NUMBER**

<b>CITY</b>	<b>FUND</b> n/a
<b>STATE</b>	<b>FUND</b> n/a
<b>COUNTY</b>	<b>FUND</b> n/a
<b>FEDERAL</b>	<b>FUND</b> n/a

**PROJECT ACCOUNT NUMBER:** n/a

**AMT. OF PUB. FUNDING \$:** 0.00

**TOTAL PROJECT DOLLARS:** 78,408,031

**NAME OF PROJECT**  
Liberty & Elm Development

**COMMENTS:**  
As described, no direct public funds will be used on the project. Therefore, neither State nor Federal prevailing wage will apply.

Further, local prevailing wage does not apply as the project does not meet the definition of a "Development Agreement" under CMC 321-1-D2(b)(1).

Note: Any changes to the scope, funding or developer on the project, or the failure of the project to start within 90 days of the determination will require revisions to this wage determination.

**TYPE OF WORK**

1. Building	X	2. Heavy	
3. Highway		4. Residential	X
5. Demolition	X		
6. Other			

**PROJECT LOCATION**

The project site consists of 1617 Elm Street, located at the northwest corner of Liberty Street and Elm Street, and 1621 Logan Street, which sits between Logan Street and Central Parkway. The existing building at 1621 Logan Street will be demolished. Two new buildings are proposed on the project site. Once complete, the two buildings will consist of approximately 278 residential units, a 197 space parking garage and 11,000 square feet of commercial space.

**PROJECT FUNDING SOURCE**

No direct funding is being awarded. City incentive is a 5709.41 TIF for a term of 30 years.

**PROJECT SCOPE OF WORK AND BUDGET**

OTR Partner Projects, LLC proposes the development of approximately 278 market-rate residential apartment units, covered parking with one hundred and ninety-seven (197) parking spaces, and eleven thousand (11,000), square feet of commercial space. The project will cost an estimated \$78,408,031.

DEI 217 Form  
REV: 6/12/2017

Contract No: \_\_\_\_\_

## **DEVELOPMENT AGREEMENT**

*between the*

**CITY OF CINCINNATI,**  
an Ohio municipal corporation

*and*

**OTR PROJECT PARTNERS, LLC,**  
an Ohio limited liability company

Project Name: Liberty and Elm  
(1617 Elm Street and 1621 Logan Street, Cincinnati, Ohio)

Dated: \_\_\_\_\_, 2021



## DEVELOPMENT AGREEMENT

(Liberty and Elm)

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into effective as of the Effective Date (as defined on the signature page hereof) between the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"), and **OTR PROJECT PARTNERS, LLC**, an Ohio limited liability company, 14 West 15<sup>th</sup> Street, Cincinnati, Ohio 45202 ("**Developer**"), which is an affiliate of FG OTR 1, LLC, an Ohio limited liability company ("**FG**"), and BC OTR Cincinnati, LLC, an Indiana limited liability company ("**BC**"). **W LIBERTY & ELM, LLC**, an Ohio limited liability company ("**Prior Developer**"), is a party to this Agreement for the exclusive purpose of acknowledging and agreeing to the termination of the PSDA (as defined below) and Section 3(K).

### Recitals:

A. Developer is in the process of acquiring 1617 Elm Street and 1621 Logan Street, Cincinnati, Ohio 45202, which currently includes a vacant lot, abandoned right-of-way, and an existing recreational building, as more particularly described in Exhibit A-1 (*Site Plan; Legal Description; Parcel List*) hereto (the "**Property**").

B. The City and Prior Developer are parties to that certain *Property Sale and Development Agreement* dated March 12, 2018 (the "**PSDA**").

C. The portion of the Property consisting of former public rights-of-way, known as Freeport Alley, between Logan Street and Elm Street, and a portion of Campbell Street, between Green Street and Freeport Alley, near the northwest corner of W. Liberty Street and Elm Street in Over-the-Rhine, as depicted on Exhibit A-2 (Sale Property) hereto (the "**Sale Property**"), was previously owned by the City and under the management and control of the City's Department of Transportation and Engineering ("**DOT**") and is the continued subject of certain repurchase rights, as more fully described herein.

D. Developer intends to demolish the existing improvements on the Property and to build approximately 278 residential rental units, approximately 10,000 square feet of commercial space, structured parking with about 220 parking spaces, the Public Improvements (as defined below) that include restoring Freeport Alley for pedestrian and bicycle use, and construct other related improvements at a total estimated project cost of \$77,000,000, all as more particularly described on Exhibit B (*Scope of Work, Budget and Source of Funds*) hereto (collectively, the "**Project**").

E. The City's Real Estate Services Division previously determined, by professional appraisal, that the approximate fair market value of the Sale Property was, at the time of its sale to the Prior Developer, \$35,300; however, the City is agreeable to using up to \$29,736.72 (such amount being the purchase price less the City's closing costs) to reimburse Developer for costs incurred by Developer in constructing public improvements within the adjacent public rights-of-way in connection with the Project (the "**Public Improvements**").

F. The Project is expected to be substantially completed by December 1, 2023 (the "**Completion Deadline**"). Developer has estimated that the Project will result in approximately 200 full-time temporary construction jobs with a total payroll of \$10,065,000, together with approximately 4 full-time permanent jobs upon completion with an estimated annual payroll of approximately \$300,000.

G. In furtherance of the City's urban redevelopment goals, the City intends to provide an incentive to facilitate the creation of housing units and jobs within the City limits. Namely, the City intends to exempt improvements to the Property from real estate taxation under Section 5709.41 of the Ohio Revised Code for 30 years by ordinance (the "**TIF Exemption**" and the "**TIF Ordinance**", respectively), whereby (a) Developer will pay (or cause to be paid) statutory service payments ("**Service Payments**") to the Hamilton County Treasurer, pursuant to a service agreement to be entered into by and between the City and Developer following the Effective Date, which shall be substantially in the form of Exhibit C (*Form of Service Agreement*) hereto (the "**Service Agreement**"), in the same manner and amount as real property taxes on the Property would be paid had the project-based TIF Exemption not been established, and (b) {00327759-6}

the Service Payments, less applicable Hamilton County Auditor fees, will be distributed by the Hamilton County Treasurer to the City and placed in Fund No. 763, Urban Redevelopment Tax Increment Equivalent Fund II, established by Cincinnati City Council Ord. No. 217-2015.

H. Developer anticipates that future development, improvements, amenities and organizations will contribute to the quality and vitality of Over-the-Rhine, 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 Over-the-Rhine. Although this feedback effect will promote the revitalization and redevelopment of the City, it could also impact the affordability of property in the area. Developer acknowledges that there is a critical need for funding within the City for the preservation and development of quality affordable housing. Therefore, with the intention of preserving developing, and improving the availability of quality, reliable affordable housing on a City-wide basis, on or before the on the date of closing for the construction financing for the Project (the "**Financial Closing Date**"), Developer will contribute \$750,000 (the "**Affordable Housing Contribution**") to a City-designated third-party organization (the "**Affordable Housing Organization**"), which funds the Affordable Housing Organization will be obligated by Developer to use the Affordable Housing Contribution to develop and preserve affordable housing in the City.

I. Developer anticipates that either it or its affiliate will redevelop the buildings located at 212-214 W. Liberty Street and/or 1711-1713 Elm Street, Cincinnati, Ohio 45202 (the "**KEAN Redevelopment Project**"). Developer acknowledges and agrees that either it or its affiliate will use commercially reasonable efforts to apply for low income housing tax credits, either through the State of Ohio's FHAct50 Program or another State of Ohio program (the "**State Affordable Housing Tax Credits**") for the KEAN Redevelopment Project. In the event that Developer or its affiliate receives the State Affordable Housing Tax Credits for the KEAN Redevelopment Project, then at least 5% of the aggregate housing units created by the Project and the KEAN Redevelopment Project will be constructed by Developer or its affiliate as part of the KEAN Redevelopment Project in accordance with any and all of the affordability requirements associated with the State Affordable Housing Tax Credits (the "**Affordable Units**"). For the avoidance of doubt, (i) no Affordable Units are required to be constructed on the Property or as part of the Project and (ii) nothing in this Recital I shall be binding upon an assignee of Developer's rights hereunder unless such assignee or its affiliate undertakes the KEAN Redevelopment Project. The parties acknowledge and agree that any affordable housing units constructed by Developer or its affiliate in connection with the KEAN Redevelopment Project in excess of those funded by the State Affordable Housing Tax Credits will likely require additional funding, and any additional City funding is subject to further approvals, including legislative approvals, by the City.

J. City Council passed Motion No. 201401368 on November 19, 2014 and Motion No. 201501592 on December 16, 2015 (the "**VTICA Motions**"), which VTICA Motions (i) direct the Department of Community and Economic Development ("**DCED**") to treat contributions by developers in the vicinity of the streetcar project to streetcar operations ("**VTICA**") to be a major factor in its analysis of the appropriateness of providing tax incentives to the developers' projects, and (ii) establish that a contribution of at least 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement is the threshold for whether such a contribution is to be considered by DCED. Due to financial constraints of the Project, for tax years 11-30 of the TIF Exemption, Developer is willing to make a VTICA contribution equal to the greater of \$90,000 or 7% of the Service Payments (as defined below) for the purpose of funding the maintenance and operations of the streetcar given the value that the streetcar provides to the Project (collectively, the "**VTICA Contributions**"). DCED nonetheless believes that, on balance, the Project merits the assistance described in this Agreement because of the aggregate value of the VTICA Contributions, the scale and significance of the investment in the Property and the transformative nature of the Project, and the impact that a continuous 15% contribution would have on the Project's feasibility. To facilitate the VTICA Contributions in as convenient a manner as possible, the City will withhold the VTICA Contributions from the Service Payments and to direct them appropriately in accordance with this Agreement.

K. Prior to any rebate of Service Payments to Developer as described herein, (i) a portion of the applicable Service Payments will be retained by the Hamilton County, Ohio Auditor as a fee, (ii) 33% of the applicable Service Payment will be paid to the Board of Education of the Cincinnati City School District (the "**School Board**") to satisfy the City's obligations with respect to the Project under that certain Tax Incentive

{00327759-6}

Agreement by and between the City and the School Board effective as of April 28, 2020, as the same may be hereafter amended, modified, and restated (the “**School Board Payments**”), (iii) the City will retain the fees described in Section 11(B) of this Agreement, and (iv) the City will retain the VTICA Contribution, if applicable. The proceeds of any Service Payment actually received by the City with respect to the Property, net of the payments described in clauses (i) through (iv), are referred to in this Agreement as the “**Rebate Payments**”. Subject to the terms and conditions of this Agreement, during years 1 through 30 of the TIF Exemption, the City will provide the Rebate Payments to Developer.

L. In order to create a project-based TIF Exemption for the Project under Section 5709.41 of the Ohio Revised Code, the City must have held fee title to the Property prior to the enactment of the TIF Ordinance. Accordingly, Developer will convey fee title to the Property to the City for \$1.00 at Closing (as defined below), and the City will immediately re-convey the Property to Developer or its Affiliate (as defined below) thereafter for \$1.00, in each case on, and subject to, the terms of this Agreement.

M. The City has determined that re-conveying the Property to Developer or Developer’s Affiliate for \$1.00 is appropriate because the City will receive the Property for the same amount, and the conveyance of the Property back to Developer or its Affiliate is necessary to facilitate the Project.

N. The City has determined that eliminating competitive bidding in connection with the re-conveyance of the Property to Developer or its Affiliate is appropriate because Developer’s willingness to initially convey the Property to the City is contingent upon the City’s agreement to promptly re-convey the Property to Developer or its Affiliate and to no other party.

O. The Property is currently included in the tax increment financing (“**TIF**”) district known as District 3 – OTR West District Incentive District (the “**OTR West TIF District**”). The City will “layer” the exemption provided pursuant to the TIF Ordinance over the OTR West TIF District, as it does not intend to remove the Property from the OTR West TIF District.

P. As used herein, the term “**Project Documents**” means, collectively, this Agreement, the Service Agreement, the Completion Guaranty (as defined below), the Indemnity Agreement (as defined below), and any and all other agreements pertaining to the Project entered into by the City, on the one hand, and Developer, on the other hand, or any instruments or other documents pertaining to the Project made by the City in favor of Developer or by Developer in favor of the City.

Q. 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.

R. Section 16 of Article VIII of the Ohio Constitution provides that, to enhance the availability of adequate housing in the state and to improve the economic and general welfare of the people of the state, it is in the public interest and a proper public purpose for the state or its political subdivisions, directly or through a public authority, agency, or instrumentality, to provide grants, loans or other financial assistance for housing in the state, for individuals and families, by the acquisition, financing, construction, leasing, rehabilitation, remodeling, improvement, or equipping of publicly- or privately-owned housing.

S. The City, upon recommendation of DCED, believes that the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements and for this reason the City desires to facilitate the Project by providing the Rebate Payments as described herein and in the Service Agreement.

T. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the re-conveyance of the Property to Developer in connection with the Project at its meeting on October 2, 2020.

U. The execution of this Agreement and the other Project Documents, as applicable, was authorized by Cincinnati City Council by Ordinance No. [\_\_\_\_], passed by Cincinnati City Council on [\_\_\_\_]. Notwithstanding anything to the contrary in this Agreement, the parties' obligations hereunder are conditioned upon the passage of the TIF Ordinance.

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

**1. DUE DILIGENCE INVESTIGATIONS.**

(A) Developer's Delivery of Due Diligence Materials to the City. Following the Effective Date and at such time as such documents become available, Developer, at its sole expense, shall obtain and deliver (or cause to be obtained and delivered) to the City the following items:

- (i) *Title:* A copy of Developer's Owner's Policy of Title Insurance or other evidence satisfactory to the City showing that Developer owns good and marketable fee simple title to the Property;
- (ii) *Survey:* An ALTA survey of the Property showing all easements and other matters of record that can be shown on a survey;
- (iii) *Site Plan:* A detailed site plan showing the proposed location of the Project and approved by DOTE and DCED;
- (iv) *Appraisal:* A projected "as built" appraisal of the Project (but only if such an appraisal is required by Developer's lender);
- (v) *Construction Schedules:* A detailed construction timeline showing significant construction milestones;
- (vi) *Budget:* A detailed and updated development budget for the Project;
- (vii) *KEAN Redevelopment Project Update:* an update on Developer's or its affiliate's progress in obtaining the State Affordable Housing Tax Credits for the KEAN Redevelopment Project;
- (viii) *Guaranty:* Evidence satisfactory to the City that the Guarantor (as defined below) has sufficient assets and liquidity in the event that the City seeks payment under the Completion Guaranty or the Indemnity Agreement, in accordance with the terms thereof; and
- (ix) *Environmental:* A copy of whatever environmental reports Developer and Developer may obtain in connection with the Project, including, at a minimum, in addition to the Phase I and Phase II environmental site assessments Developer has provided, such other evidence and documentation as is deemed necessary or desirable by the City's Office of Environment and Sustainability to confirm that environmental conditions on the site are adequate for the City to take title, and such agreements or other documentation as may be necessary to provide the City with the legal right to rely on any applicable environmental reports; and
- (x) *Financing:* Evidence satisfactory to the City that Developer has or has obtained sufficient financial resources in order to commence and complete the Project.

(B) Contingency for City's Satisfaction with Due Diligence Investigations. All reports and the like obtained by Developer from third parties and delivered (or caused to be delivered) to the City shall be recent (i.e., prepared or updated, as the case may be, within three (3) months preceding the date that the item is delivered to the City or such longer period of time as the City may, in its sole discretion, deem reasonable) and shall be prepared by properly licensed and qualified companies or individuals acceptable to the City. In addition to the above due diligence items, the parties may conduct whatever additional investigations concerning the Project as they deem necessary, including without limitation investigations into the feasibility and likelihood of Developer obtaining all building, zoning and other approvals from the Department of Buildings and Inspections, the City Planning Commission, and any other applicable City departments, agencies or boards. If, during or at the conclusion of the due diligence investigations, any party reasonably determines that any part of the Project is not feasible, then, notwithstanding anything in this Agreement to the contrary, such party may terminate this Agreement by giving the other party written notice thereof, whereupon this Agreement shall terminate and neither party shall thereafter have any rights or obligations

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hereunder except as may expressly survive termination. Notwithstanding Section 7 hereof, unless otherwise directed by the DCED Director, Developer shall deliver (or cause to be delivered) all due diligence materials to be provided to the City under this Agreement to the DCED Director (for review by DCED and other City departments as deemed necessary or appropriate by DCED) and shall generally coordinate all aspects of the Project (as they relate to the City) through DCED. Upon Closing, the termination rights of the parties under this Section 1(B) shall automatically terminate and thereafter shall be null and void.

## **2. CLOSING.**

(A) Closing Date. The closing of the transactions described in this Section 2 (the “**Closing**”) is anticipated to take place on the date that is approximately two months following the Effective Date, or such other date as the parties may agree upon (the “**Closing Date**”); *provided, however* that the Closing shall occur prior to the passage of the TIF Ordinance. It is the intention of the parties that all of the transactions contemplated in this Section 2 will occur on the same date in as immediate of a sequence as is possible. The occurrence of the Closing is subject to (i) the parties’ satisfaction with the various due diligence matters described in Section 1 above, and (ii) the prior execution and delivery to the City of the Service Agreement and each of the other Project Documents.

(B) Initial Conveyance. On the Closing Date, Developer shall transfer title to the Property to the City for \$1.00 (the “**Initial Conveyance**”) by Quitclaim Deed in substantially the form of Exhibit D-1 (Form of Quitclaim Deed - Initial Conveyance) hereto. Developer shall pay all customary closing costs relating to the Initial Conveyance (e.g., County transfer tax and County recording fees). The City agrees to neither make, nor permit to be made, any material changes to the condition of the Property or the title thereto during the period in which it owns the Property, which the parties intend to be for as short a period as practicable. During the period in which the City owns the Property, Developer, and its employees and agents, are permitted to enter upon the Property for the purpose of conducting activities associated with the Project at no cost to the City, provided that such entry shall be at the sole risk of Developer, its employees and agents, and provided, further, for the avoidance of doubt, that the activities described in this sentence are subject to the indemnification provision in Sections 3(H) and 5(C) of this Agreement.

(C) City Conveyance. Immediately following the Initial Conveyance, the City shall re-convey the Property to Developer or its Affiliate for \$1.00 (the “**City Conveyance**”), by a Quitclaim Deed in substantially the form of Exhibit D-2 (Form of Quitclaim Deed – City Conveyance) hereto. Developer shall pay all customary closing costs relating to the City Conveyance (e.g., County transfer tax and County recording fees). The deed effecting the Initial Conveyance shall be recorded prior to the deed effecting the City Conveyance.

(D) Miscellaneous Closing Provisions. 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 related to the Property to the City. There shall be no proration of real estate taxes and assessments at Closing, and it is understood that the City shall in no way be responsible for the payment of any real estate taxes, service payments in lieu of taxes and assessments due or thereafter becoming due. At Closing, the City and Developer shall execute a closing statement, County exempt transfer forms and any and all other customary closing documents that may be deemed necessary for the Closing by the City.

## **3. COMPLETION OF THE PROJECT.**

(A) Preparation of Plans and Specifications. Promptly following the Effective Date, Developer shall prepare plans and specifications for the Project and shall submit the same to DCED for review and approval; *provided* that DCED may only withhold approval if such plans and specifications (i) materially reduce or diminish the size, scope, quality, or site plan of the Project, (ii) could reasonably be expected to materially reduce the projected hard construction cost of the Project, or (iii) are otherwise inconsistent with zoning laws or any planned development approved by City Council with respect to the Project or are materially inconsistent with Exhibit B, in each case as determined in DCED’s judgment, exercised in good faith. The approved plans and specifications for the Project (including any and all changes thereto, subject

to the City's review and approval solely on the criteria provided in the immediately preceding sentence) are referred to herein as the "**Final Plans**" with respect to the Project.

(B) Construction Bids. Following Closing, Developer shall obtain construction bids for the Project. Upon Developer's selection of the bids, Developer shall submit to the City an updated construction budget for the Project.

(C) Completion and Commencement of Construction. Developer shall (i)(a) apply for and receive the required building permits from the City's Department of Buildings and Inspections for construction of the Project and (b) Developer shall commence construction of the Project in accordance with the Final Plans no later than June 30, 2021 (the "**Commencement Deadline**") and (ii) complete construction of the Project in substantial accordance with the Final Plans, as determined by the City in good faith, no later the Completion Deadline. The foregoing notwithstanding, the City may, upon Developer's written request and at the City's sole discretion, permit the Commencement Deadline and the Completion Deadline to each be extended twice in six (6) month increments.

(D) Completion Guaranty. The City acknowledges and agrees that Developer is undertaking the Project during the COVID-19 global pandemic and for that sole reason, the City agrees to delay the delivery of the Completion Guaranty from the date of Closing to the Financial Closing Date. On or before the Financial Closing Date, Developer shall cause one or more affiliates of Developer acceptable to the City ("**Guarantor**"), to execute a *Completion Guaranty* which shall be in substantially the form of Exhibit E (Form of Completion Guaranty) hereto (a "**Completion Guaranty**").

(E) Inspection of Work. During construction of the Project, the City, its employees and agents shall have the right at all reasonable times, and upon reasonable notice, to enter upon the construction site to examine and inspect the progress of construction to determine whether Developer is complying with the requirements of this Agreement.

(F) Mechanics Liens. Developer shall not permit any mechanics' or other liens to be filed against the Property during construction. If a mechanics' lien shall at any time be filed, Developer shall within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record. Notwithstanding the foregoing, Developer may contest the validity of any claim or demand in good faith and in accordance with such rights to contest as may be permitted by Developer's construction lender and with diligence and continuity to the City's reasonable satisfaction.

(G) Barricade Fees Payable to DOTE. Developer acknowledges that, if applicable, (i) it will be required to obtain a barricade permit and pay barricade fees to DOTE for the closure of any sidewalks and curb lanes of the adjacent streets if and when demolition or construction necessitates closing the adjoining streets or portions thereof, and (ii) with many entities competing for space on City streets, it is important that construction activities be limited to as little space and the shortest duration as possible and that all work be scheduled and performed to cause the least interruption to vehicular travel, bicyclists, pedestrians and businesses; therefore, DOTE shall have the right to evaluate Developer's need for a barricade throughout construction and, if at any time after consultation with Developer DOTE determines that a barricade is not needed, DOTE shall have the right to withdraw the permit.

(H) Environmental Indemnity. As a material inducement to the City to enter into this Agreement, Developer does hereby agree that, with respect to any environmental condition on or otherwise affecting the Property that exists at or prior to the time of the City's execution of this Agreement (herein, a "pre-existing environmental condition"), and regardless of whether or not such pre-existing environmental condition is described in any environmental assessment or any other environmental report that may have been previously furnished by Developer to the City, Developer shall (i) at no expense to the City, promptly take all steps necessary to remediate such pre-existing environmental condition in accordance with applicable laws and regulations, within a reasonable time after discovery, to the satisfaction of the City's Office of Environment and Sustainability, and (ii) defend, indemnify, and hold the City harmless from and against any and all actions, suits, claims, losses, costs (including without limitation reasonable attorneys' fees), demands, judgments, liability and damages suffered or incurred by or asserted against the City as a



result of or arising from any such pre-existing environmental condition. Developer's remediation and indemnity obligations under this paragraph shall survive the completion of the Project.

(I) Parking Requirements. If Developer holds out parking to the general public in the parking garage portion of the Project, then Developer agrees to incorporate the following technology within such parking garage at Developer's sole cost and expense: (i) real-time data tracking regarding total parking space capacity, available to the City for publication online and compatible with other City garage inventory tracking systems, and which may include electronic signage at one or more entrances, as deemed appropriate by DCED, indicating available parking and (ii) a ticketing and payment system compatible with leading enterprise software providers including specifications such as public application program interface, open data, and open source code. Developer agrees to cooperate in good faith with DCED in incorporating other parking technology in the parking garage from time to time.

(J) Termination of Existing Property Sale and Development Agreement; Maintenance of Sale Property. In order to provide for the orderly development of the Property, the PSDA is hereby terminated as of the Effective Date. Developer, as part of its obligations under this Agreement, agrees to perform the following obligations that were formerly the obligations of the Prior Developer under the PSDA:

(i) *Maintenance of Sale Property Prior to Construction:* Prior to commencement of construction of the Project, Developer, at no expense to the City, shall maintain the Sale Property in a safe and presentable condition, including keeping the site reasonably free of debris and unsightly materials;

(ii) *Salvage:* During construction, Developer shall salvage all bricks and granite curb. Developer shall re-use the material in the right-of-way. Developer shall deliver all excess materials to the City's Mill Creek yard as directed by DOTE;

(iii) *Design:* Developer shall obtain DOTE's final approval of its proposed site plan for the Public Improvements. Developer shall work with DOTE on streetscape around the site (trees, lights, meters, conduit, signs, scoring pattern, etc.). Developer shall close off Campbell Street, at Green Street, with a curb and sidewalk. Developer acknowledges that if sidewalks are replaced, DOTE shall require granite curbs. Developer acknowledges that its improvements to Freeport Alley may be required to comply with the Americans With Disabilities Act (ADA);

(iv) *Utility Poles:* Developer shall take all steps necessary, and shall coordinate with DOTE and Duke to discontinue Duke's charges to the City for electricity for the existing light on the wood pole; and

(v) *Street Opening Permit.* Developer's licensed street contractor shall obtain a DOTE street opening permit before working in the right-of-way. All Public Improvements must be built to City standards, policies and guidelines. Application for permits may be made at City Hall, Room 425. Two sets of plan drawings must accompany the permit application.

(K) Failure to Commence Construction – City's Right to Repurchase. If Developer fails to commence on-site construction by the Commencement Deadline, the City shall have the right (exercisable by written notice) to require Developer (or Prior Developer, if the Developer has not acquired the Property) to re-convey the Sale Property to the City. If the City elects to re-purchase the Sale Property, the reconveyance shall take place on the date specified in the City's notice (not to exceed ninety (90) days after the date of the City's notice). On the date of reconveyance: (i) the City shall refund the net sales proceeds to Developer (less the amount of any loan or grant provided by the City to Developer under this Agreement, and less the amount retained by the City to pay for services rendered by the City's Real Estate Services Division in connection with the PSDA and other costs incurred by the City in connection with the sale) (or, if the Developer has not acquired the Property from the Prior Developer, then to the Prior Developer); (ii) Developer (or Prior Developer, as applicable) shall reconvey the Sale Property (including any and all improvements) to the City in the same condition as presently exists, reasonable wear and tear and damage by the elements excepted (and under no circumstances shall the City be required to pay for the value of any improvements made by Developer or Prior Developer to the Sale Property); (iii) Developer (or Prior Developer, as applicable) shall convey marketable title to the Sale Property to the City by limited warranty

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deed, free and clear of all liens and encumbrances; (iv) Developer shall pay all customary closing costs associated with such reconveyance (e.g., conveyance fees, transfer tax, recording fees) such that the City shall not be required to come up with any funds for the re-conveyance; and (v) real estate taxes and assessments shall be prorated as of the date of the reconveyance. The provisions of this paragraph are reflected in the original deed of conveyance of the Sale Property from the City to the Prior Developer. Prior Developer and Developer each acknowledges the foregoing, and that the repurchase right continues to affect the Sale Property as a requirement of this Agreement and regardless of the termination of the PSDA. On or before the Effective Date, the Prior Developer will execute and record against the Sale Property the acknowledgment set forth in Exhibit G (Prior Developer's Acknowledgment of Repurchase Right) hereto. Upon acquisition of the Property, the Developer will execute and record against the Sale Property the acknowledgment set forth in Exhibit H (Developer's Acknowledgment of Repurchase Right) hereto.

#### **4. CITY ASSISTANCE.**

(A) Rebate Payments. Subject to Developer's compliance with the terms and conditions of this Agreement and all other Project Documents, the City shall apply the proceeds of the Service Payments other than the Rebate Payments as described in Recital K of this Agreement, and shall distribute 100% of the Rebate Payments with respect to years 1 through 30 of the TIF Exemption to Developer, and (ii) any Service Payments retained by the City may be used by the City for such purposes as are authorized in the TIF Ordinance and this Agreement. Developer acknowledges and agrees that (x) Developer will not receive any Rebate Payments other than with respect to tax years falling within the TIF Exemption that are actually made in accordance with the Service Agreement and are actually received by the City, and (y) notwithstanding anything to the contrary in this Agreement or any other Project Document, (1) Developer shall not have any right or standing to dispute or contest the City's use of the Service Payments it retains in accordance with this Agreement and the TIF Ordinance, and Developer hereby expressly waives any such right or standing and (2) as it respects Developer, any description of what the City may or may not do with the Service Payments, including any description in this Agreement and the TIF Ordinance, is for informational purposes only and is not enforceable by Developer at law or in equity, whether as a taxpayer, as a party to this Agreement, or otherwise. The City shall endeavor to make each applicable Rebate Payment as soon as is practicable upon receipt of the proceeds of each Service Payment (which the City acknowledges will generally occur not later than 45 business days following its receipt of the settlement pertaining to such Service Payment from the Hamilton County, Ohio Treasurer).

(B) City Funding for Public Improvements. The parties acknowledge that, as part of the Project, Developer shall be constructing Public Improvements within the adjacent public rights-of-way, all of which must be in accordance with DOTE requirements. Provided Developer satisfies the conditions for disbursement set forth in Exhibit F (Disbursement of Funds) hereto, the City intends to make a portion of the net sales proceeds received by the City from the closing of the Sale Property (i.e., the gross sales proceeds, less amounts retained by the City to pay for services rendered by the City's Real Estate Services Division in connection with the PSDA and other costs incurred by the City in connection with the sale) available to Developer to help pay for costs incurred by Developer in constructing the Public Improvements, such amount being \$29,736.72 as of the Effective Date.

(C) No Other City Assistance. Except for the City's agreement to provide the Rebate Payments, as described in this Agreement and the Service Agreement (as applicable), the City shall not be responsible for any costs associated with the Project.

#### **5. INSURANCE; INDEMNITY.**

(A) Insurance during Construction. From the time that construction associated with the Project commences, until such time as all construction work associated with the Project has been completed, Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$5,000,000 per occurrence, combined single limit/\$5,000,000 aggregate, naming the City as an additional insured with respect to the Project, (ii) builder's risk insurance in the amount of one-hundred percent (100%) of the value of the improvements constructed as part of the Project, (iii) worker's compensation insurance in such amount as required by law, and (iv) all insurance as may be required by Developer's construction lenders, if any. Developer's insurance policies shall (a) be written in

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standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least thirty (30) days prior written notice to the City. Prior to commencement of construction of the Project, Developer shall send proof of all such insurance to the City at 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, Attention: Monitoring and Compliance Division, or such other address as may be specified by the City from time to time; *provided* that if the City requests an additional insured endorsement with respect to the Commercial General Liability insurance described above, Developer shall have 6 months following the date of the City's request to obtain such an endorsement from its insurer and provide the original endorsement to the City.

(B) Waiver of Subrogation. Developer hereby waives all claims and rights of recovery, and on behalf of Developer's insurers, rights of subrogation, against the City, its employees, agents, contractors and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by Developer, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors or subcontractors; it being the agreement of the parties that Developer shall at all times protect itself against such loss or damage by maintaining adequate insurance. Developer shall cause its property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.

(C) Indemnity. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, (i) Developer shall defend, indemnify and hold the City, its officers, council members, employees and agents (collectively, the "**Indemnified Parties**") harmless from and against any and all Claims (as defined below) suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of Developer and its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at its request in connection with the Project, and (ii) Developer shall defend, indemnify and hold the Indemnified Parties harmless from and against any and all Claims as a result of or arising from the City's involvement in the Initial Conveyance and the City Conveyance, including the City's ownership of the Property during the period between the Initial Conveyance and the City Conveyance. Further, Developer shall cause the Guarantor to execute an Indemnity Agreement in a form acceptable to the City prior to Closing (the "**Indemnity Agreement**") whereby the Guarantor agrees to defend, indemnify and hold the Indemnified Parties harmless with respect to Claims described in the preceding clause (ii). The obligations of Developer under this paragraph shall survive termination of the Agreement with respect to Claims suffered, incurred, asserted or arising prior to the date of termination. As used herein, "**Claims**" means, collectively, any and all actions, suits, claims, losses, costs (including without limitation attorneys' fees), demands, judgments, liability and damages.

(D) Casualty; Eminent Domain - Public Improvements. If the improvements in the Sale Property are damaged or destroyed by fire or other casualty during construction, or if any portion of the Sale Property is taken by exercise of eminent domain (federal, state or local), Developer shall repair and restore the affected property, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which the Sale Property was in immediately prior to such occurrence. To the extent the City's participation is required, the City and Developer shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. If the proceeds are insufficient to fully repair and restore the affected Sale Property, the City shall not be required to make up the deficiency. Developer shall handle all construction of the Public Improvements in accordance with the applicable requirements set forth herein, including without limitation obtaining the City's approval of the plans and specifications if they deviate from the original City-approved plans. Developer shall not be relieved of any obligations with respect to the Sale Property, financial or otherwise, under this Agreement during any period in which the Sale Property is being repaired or restored, except that the Completion Date with respect to the Public Improvements may be extended if necessary. Unless otherwise required by DOTE in connection with DOTE's review and approval of Developer's plans and specifications pertaining to the Public Improvements under this Agreement, Developer shall have no on-going obligation to maintain the Public Improvements following completion of construction.

## 6. DEFAULT; REMEDIES.

(A) Default. The occurrence of any of the following shall be an “**event of default**” under this Agreement:

(i) Prior to the expiration of the TIF Exemption:

(a) the dissolution of Developer or Guarantor (during the term of the Guaranty), the filing of any bankruptcy or insolvency proceedings by Developer or Guarantor (during the term of the Guaranty), or the making by Developer or Guarantor (during the term of the Guaranty) of an assignment for the benefit of creditors, or

(b) the filing of any bankruptcy or insolvency proceedings by or against Developer or Guarantor (during the term of the Guaranty), the appointment of a receiver (temporary or permanent) for any such entity or person, the attachment of, levy upon, or seizure by legal process of any property of any such entity or person, or the insolvency of any such entity or person, unless such appointment, attachment, levy, seizure or insolvency is cured, dismissed or otherwise resolved to the City's satisfaction within sixty (60) days following the date thereof; or

(ii) The occurrence of a Specified Default (as defined below), or a failure of Developer to perform or observe any obligation, duty, or responsibility under this Agreement or any other Project Document (provided that a failure of the Guarantor to perform under the Completion Guaranty or the Indemnity Agreement shall be deemed a failure of Developer to perform under this Agreement), and failure by the defaulting party to correct such default within thirty (30) days after the receipt by Developer of written notice thereof from the City (the “**Cure Period**”), other than a Payment Default (as described below), in which case there shall be a Cure Period of 5 business days after the defaulting party's receipt of written notice thereof from the City; *provided, however*, that if the nature of the default (other than a Payment Default) is such that it cannot reasonably be cured during the Cure Period, Developer shall not be in default under this Agreement so long as the defaulting party commences to cure the default within such Cure Period and thereafter diligently completes such cure within sixty (60) days after receipt of the City's initial notice of default. Notwithstanding the foregoing, if Developer's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City in good faith, an event of default shall be deemed to have occurred if the defaulting party fails to take reasonable corrective action immediately upon discovering such dangerous condition or emergency. As used in this section, “**Specified Default**” means the occurrence of any of the following:

(a) Payment Default. Any Service Payment is not made when due under the Service Agreement, subject to the 5-day Cure Period described above (a “**Payment Default**”). Developer acknowledges that time is of the essence with respect to the making of each Service Payment and that delays in the making of a Service Payment may result in a delay in the City's ability to make Rebate Payments.

(b) Development Default. Developer (1) fails to comply with Section 3 of this Agreement or (2) abandons the Project, including without limitation the Project is vacated, demolished, and/or abandoned.

(c) Misrepresentation. Any representation, warranty or certification of Developer made in connection with this Agreement, any other Project Document, or the Affordable Housing Contribution, shall prove to have been false or materially misleading when made.

(B) Remedies. Upon the occurrence of an event of default under this Agreement which is not cured or corrected within any applicable Cure Period, the City shall be entitled to (i) terminate this Agreement with respect to a defaulting party by giving the defaulting party written notice thereof, (ii) take such actions in the way of “self help” as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such event of default, all at the sole expense of the defaulting party, (iii) withhold

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Rebate Payments until such default or defaults are cured (it being acknowledged and agreed by Developer that any Rebate Payments withheld by the City pursuant to this clause for a period longer than 12 months shall be deemed forfeit by Developer and the City shall be entitled to retain such Service Payments with respect to which Developer has no right or interest), and (iv) exercise any and all other rights and remedies under this Agreement or available at law or in equity, including without limitation pursuing an action for specific performance. The defaulting party shall be liable for all costs and damages, including without limitation attorneys' fees, suffered or incurred by the City as a result of a default or event of default under this Agreement or the City's termination of this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty, or to pursue any remedy, under this Agreement or any other Project Document shall not constitute a waiver of the breach of such covenant or of such remedy.

**7. NOTICES.** All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by Federal Express, UPS or other recognized overnight courier, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:  
City Manager  
City of Cincinnati  
801 Plum Street  
Cincinnati, OH 45202

To Developer:  
OTR Project Partners, LLC  
14 West 15<sup>th</sup> Street  
Cincinnati, OH 45202

With a copy to:

Director, Dept. of Community and  
Economic Development  
City of Cincinnati  
805 Central Avenue, Suite 700  
Cincinnati, OH 45202

Notwithstanding anything to the contrary herein, if Developer sends a notice to the City alleging that the City is in default under this Agreement or any other Project Document, 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.

**8. REPRESENTATIONS, WARRANTIES, AND COVENANTS.** Developer makes the following representations, warranties and covenants to the City as follows:

(A) Developer is a limited liability company duly organized and validly existing under the laws of the State of Ohio, is qualified to conduct business in the State of Ohio, has properly filed all certificates and reports required to be filed by it in order to have the right to conduct its business under the laws of the State of Ohio, and is not in violation of any laws of the State of Ohio relevant to the transactions contemplated by this Agreement.

(B) 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.

(C) 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 in any manner relevant to the transactions contemplated by this Agreement

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or which may in any way affect Developer's ability to perform its obligations under this Agreement or the other Project Documents.

(D) There are no actions, suits, proceedings or governmental investigations pending, or to the knowledge of Developer, threatened against or affecting it, at law or in equity or before or by any governmental authority that, if determined adversely to it, would impair its financial condition or its ability to perform its obligations under this Agreement or any other Project Documents.

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

(F) The statements made in the documentation provided by Developer to the City that are descriptive of Developer or the Project have been reviewed by Developer and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading, or, if any such documentation contained such a misleading or untrue omission or statement, further documentation correcting such omissions or statements was subsequently provided to the City prior to Developer's execution of this Agreement.

(G) With reference to Section 301-20 (*Delinquencies in Accounts Receivable and Loans Receivable; Policy*) of the Cincinnati Municipal Code, to the best of Developer's knowledge neither it nor any of its affiliates are in breach of any of its obligations to the City under any existing agreements with the City nor does it nor any of its affiliates owe any fines, penalties, judgment awards or any other amounts to the City.

(H) Developer hereby represents and warrants to the City that it will make the Affordable Housing Contribution to the Affordable Housing Organization on or before the Financial Closing Date.

## **9. REPORTING REQUIREMENTS.**

(A) Submission of Records and Reports; Records Retention. Developer shall collect, maintain, and furnish to the City upon the City's request such accounting, financial, business, administrative, operational and other reports, records, statements and information as may be requested by the City pertaining to Developer, the Project, or this Agreement, including without limitation audited financial statements, bank statements, income tax returns, information pertinent to the determination of finances of the Project, and such reports and information as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (collectively, "**Records and Reports**"). All Records and Reports compiled by Developer and furnished to the City shall be in such form as the City may from time to time require. Developer shall retain all Records and Reports until the date that is 3 years following expiration of the TIF Exemption, or such later time as may be required by applicable law (the "**Retention Termination Date**").

(B) City's Right to Inspect and Audit. During construction of the Project and thereafter until the Retention Termination Date, Developer shall permit the City and its designees and auditors to have full access to and to inspect and audit Developer's Records and Reports. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Developer to the City, Developer shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

(C) Annual Jobs & Investment Report. Developer will be required to provide an annual report, in a form specified by DCED from time to time, regarding total real property, personal property, and employment, including jobs created and retained, at the Property.

## **10. GENERAL PROVISIONS.**



(A) Assignment; Change of Control.

(i) Developer shall not, without the prior written consent of the City Manager, (a) assign its rights or interests under this Agreement, or (b) permit a Change of Control (as defined below); *provided, however* that the City hereby consents to Developer's collateral assignment of its rights under this Agreement to the lender(s) that are providing financing to Developer for the Project (including any mezzanine lender pledges).

(ii) Solely for the purposes of this Section 10(A), "**Change of Control**" means a change in the ownership of Developer such that FG and BC (collectively, "**Parent Parties**") or any entity directly or indirectly controlled by, or under common control with, Parent Parties collectively have less than a 50.1% direct or indirect voting interest in Developer and lack the power to direct or cause the direction of the management and policies of Developer, whether through the ownership of ownership interests in Developer, by contract, or otherwise.

(iii) The City acknowledges and agrees that (i) Developer will assign this Agreement and transfer the Property to an affiliate of Developer controlled by or under common control with the Parent Parties on or before the Financial Closing Date (the "**Affiliate**") and (ii) an equity investment and acquisition of direct or indirect membership interests of the Affiliate by an equity investor (the "**Closing Date Transactions**") that will not deprive the Parent Parties of the ability to cause the direction of the management and policies of the Affiliate (subject to certain customary consent rights of the equity investor). The City consents to the Closing Date Transactions. The consent provided in this Section is limited to the Closing Date Transactions and by virtue of such consent the City Manager shall not be obligated nor shall he or she be deemed to consent to any further transfers or sales of the Property, assignments of the Agreement or equity investments (to the extent such consent is required pursuant to this Agreement).

(iv) Notwithstanding clauses (i), (ii), and (iii) above, after the date of completion of construction, so long as no event of default has occurred and is continuing under this Agreement or any other Project Document, the City may, in good faith, withhold consent to a Change of Control only if (a) the proposed transfer is prohibited by applicable law or (b) the proposed transferee is, in the City's reasonable judgment, not capable of performing the obligations of Developer under this Agreement and the other Project Documents, which judgment shall exclusively be based on the following factors: (1) the experience of the proposed transferee in operating assets and facilities of the same type as, and otherwise comparable in size and nature to, the Project and performing other projects, and (2) the past performance history and reputation of the proposed transferee and its direct or indirect controlling beneficial owners, any proposed managers or operating partners, each of their respective officers, directors and employees and each of their respective affiliates (including the absence of criminal, civil or regulatory claims or actions against any such entity or person). The City Manager shall have 30 business days from the date on which he or she receives written notice in accordance with this Agreement of the proposed assignment or Change of Control (the "**City Manager Review Period**") to determine whether he or she intends to consent thereto. The City Manager shall provide written notice to Developer of any decision to refuse to consent, including all material supporting information (the "**Rejection Notice**"), within the City Manager Review Period. In the event the City Manager fails to do so, he or she shall be deemed to have consented to such assignment or Change of Control. In the aforementioned notice of the proposed assignment or Change of Control, the Developer may also, with the City's consent, substitute an indemnitor in the stead of Guarantor, and the City will, in accordance with the same process for approving or disapproving the Change of Control specified in this clause (iv), either approve or disapprove such proposed substitution; *provided, however* that the City may, in good faith, withhold consent to such proposed substitution only if (I) the proposed substitution is prohibited by applicable law, (II) the City has withheld its consent to the proposed Change of Control in accordance with this Agreement, or (III) the proposed indemnitor is, in the City's reasonable judgment, not capable of performing the obligations under the Indemnity Agreement, which judgment shall exclusively be based on (x) the factors enumerated in clause (b)(2) of this clause (iv) with respect to the proposed indemnitor, and (y) an assessment of the proposed indemnitor's assets and liabilities. If the City consents (or is deemed to have consented pursuant to this Agreement) to such substitution, the City shall take such steps as are reasonably necessary to effect such substitution.

(B) Entire Agreement; Conflicting Provisions. This Agreement and the other Project Documents contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof. In the event that any of the provisions of this Agreement purporting to describe specific provisions of other Project Documents are in conflict with the specific provisions of such other agreements, the provisions of such other agreements shall control.

(C) Amendments and Waivers. The provisions of this Agreement may be amended, waived or otherwise modified only by a written agreement signed by the 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. Each party hereby waives trial by jury with respect to any and all disputes arising under this Agreement.

(E) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns.

(F) 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.

(G) Severability. If any part of this Agreement is held by a court of law to be void, illegal or unenforceable, such part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.

(H) No Recording. This Agreement shall not be recorded in the Hamilton County Recorder's office.

(I) 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. Developer represents to the City that Developer has not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation from the City 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, and likewise, none of the representations, warranties, covenants, agreements or obligations made by Developer herein shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future officer, agent, employee or attorney of Developer in other than his or her official capacity.

(M) Applicable Laws. Developer shall obtain all necessary permits, licenses and other governmental approvals and shall comply with all applicable federal, state and local laws, codes, ordinances and other governmental requirements applicable to the Project, including any of the laws and regulations described on Exhibit I (Additional Requirements) hereto which are applicable to the Project.

(N) Counterparts. The parties may execute this Agreement in multiple counterparts, each of which shall be deemed an original, and all of which shall, collectively, constitute only one agreement. The signatures of all parties need not appear on the same counterpart, and delivery of an executed counterpart

signature page by facsimile or electronic mail is as effective as executing and delivering this Agreement in the presence of the other parties.

(O) Legislative Contingency for TIF Ordinance. Notwithstanding anything to the contrary in this Agreement, this Agreement and any and all obligations of the parties (including the Completion Guaranty) except those that expressly survive termination shall automatically terminate and cease if the TIF Ordinance is not passed by City Council by September 30, 2021.

(P) Transfer of fee title to Port Authority. Nothing in this Agreement shall be construed to prohibit Developer from entering into a sale and leaseback arrangement with respect to the Property (the "**Port Authority Arrangement**") in which fee title to the Property is held by the Port of Greater Cincinnati Development Authority (the "**Port Authority**"); *provided, however*, that (a) the purpose for the Port Authority Arrangement is to take advantage of the sales tax exemption on the purchase of Project building materials and (b) Developer shall provide the City with such documents and other information with respect to this arrangement as the City may reasonably request, including the final form of agreements for the Port Authority Arrangement, at least 10 business days prior to any conveyance of the Property to the Port Authority. Developer may not assign its rights, obligations, or any other interest under this Agreement to any other party except as in accordance with Section 10(A), but at any time, subject to the provisions of this paragraph, once Developer has obtained the fee interest in the Property, Developer may convey the same fee interest to the Port Authority, in the manner, and subject to the terms described, above. It is also understood and agreed that the Port Authority may convey interest back to Developer pursuant to the terms contained in the Port Authority Arrangement.

(Q) Recognition of City Support. In connection with the construction and opening of the Project, Developer shall acknowledge the support of the City with respect to the Project in all printed promotional materials (including but not limited to informational releases, pamphlets and brochures, construction signs, project and identification signage and stationary) and any publicity (such as but not limited to materials appearing on the Internet, television, cable television, radio or in the press or any other printed media) relating to the Project. In identifying the City as a Project partner, Developer 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.

## **11. FEES AND EXPENSES.**

(A) Initial Administrative Fee. Prior to the execution of this Agreement, Developer paid a non-refundable administrative fee of \$15,000 to cover the City's out-of-pocket and administrative costs and expenses in establishing the project-based TIF, preparing this Agreement and other documents relating hereto, and effecting the transactions contemplated hereby.

(B) Monitoring and Servicing Fee; Out-of-Pocket Expenses. The City shall withhold and retain from the Service Payments an annual monitoring and servicing fee equal to the greater of (i) 1.0% of the Service Payments paid (or due, if unpaid) with respect to the Property the prior calendar year, and (ii) the documented, reasonable out-of-pocket fees, costs, charges and expenses incurred by the City in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the other Project Documents, together with the City's monitoring and servicing costs and expenses with respect to the transactions contemplated thereby. To the extent Service Payments are not made or are ineligible to be made under the Service Agreement for any reason, the City may elect to require Developer to pay such monitoring and servicing fees in another manner. This Section 11(B) shall terminate and cease to be effective in the event the Rebate Payments permanently cease to be payable in accordance with the provisions of this Agreement and the other Project Documents. For the avoidance of doubt, suspension (without permanent termination) of the making of Rebate Payments shall not cause the provisions of this Section 11(B) of this Agreement to cease or be modified in any way (either permanently or during the period of any such suspension). The fees described in this Section 11(B) are not refundable once withheld by the City or otherwise paid.

## **12. EXHIBITS.** The following exhibits are attached hereto and made a part hereof: *Exhibit A-1 - Site Plan; Legal Description; Parcel List*

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Exhibit A-2 - *Sale Property Description*  
Exhibit B - *Scope of Work, Budget and Source of Funds*  
Exhibit C - *Form of Service Agreement*  
Exhibit D-1 - *Form of Quitclaim Deed - Initial Conveyance*  
Exhibit D-2 - *Form of Quitclaim Deed - City Conveyance*  
Exhibit E - *Form of Completion Guaranty*  
Exhibit F - *Disbursement of Funds*  
Exhibit G - *Prior Developer's Acknowledgment of Repurchase Right*  
Exhibit H - *Developer's Acknowledgment of Repurchase Right*  
Exhibit I - *Additional Requirements* (incl. Addendum I - Prevailing Wage Determination)

*SIGNATURES ON FOLLOWING PAGE*

Executed by the entities below on the dates indicated below their signatures, effective as of the latest of such dates (the **"Effective Date"**).

**OTR PROJECT PARTNERS, LLC**

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

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

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

Date: \_\_\_\_\_, 2021

**CITY OF CINCINNATI**

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

Paula Boggs Muething, City Manager

Date: \_\_\_\_\_, 2021

Approved as to Form:

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

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

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

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

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

Karen Alder, City Finance Director

For the exclusive purpose of acknowledging and agreeing to the termination of the PSDA and Section 3(K) hereof with respect to the City's continuing repurchase rights in the Sale Property:

**W LIBERTY & ELM, LLC**

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

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

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

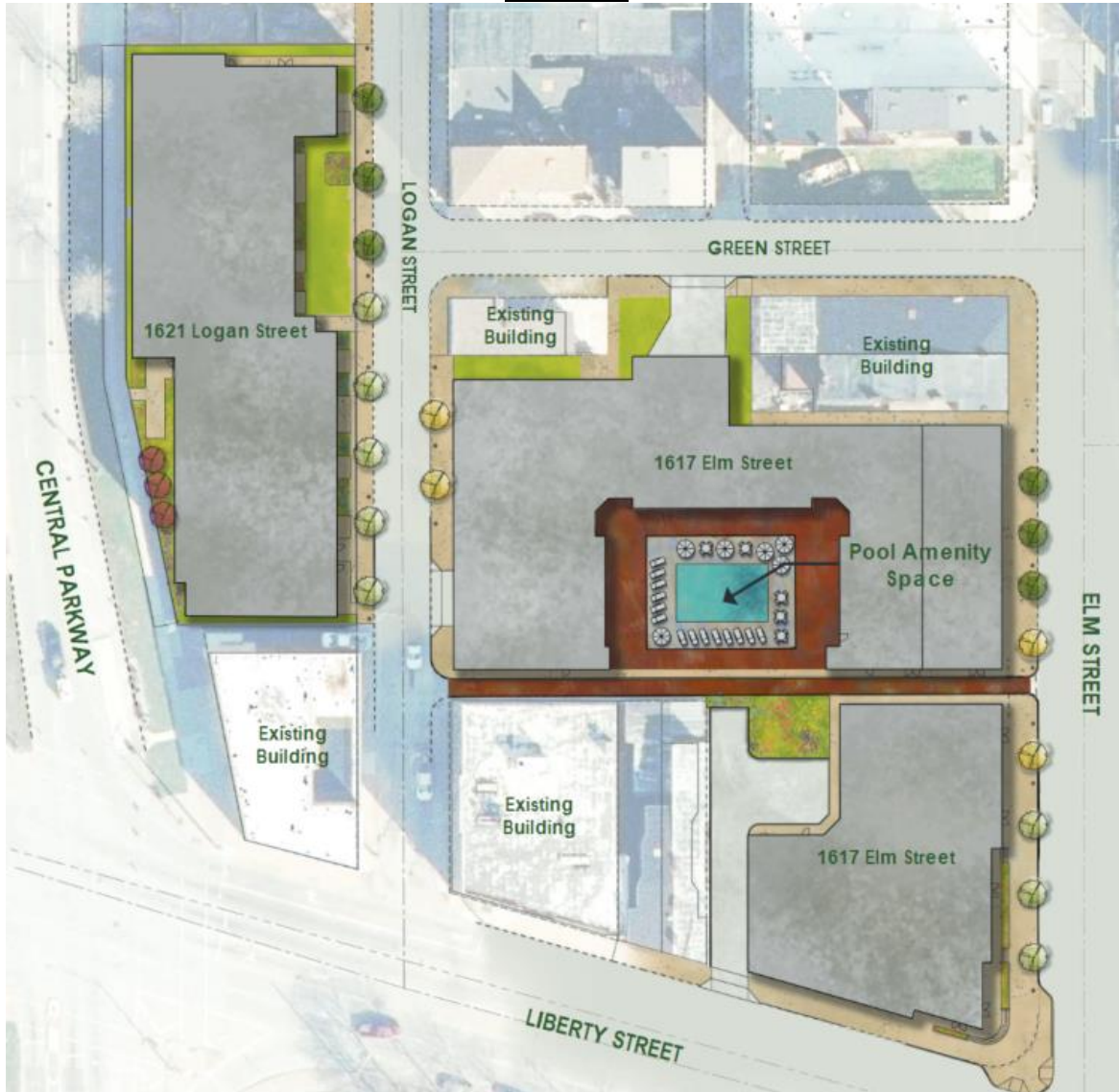
Date: \_\_\_\_\_, 2021

EXHIBIT A-1

to Development Agreement

**SITE PLAN; LEGAL DESCRIPTION; PARCEL LIST**

Site Plan





## Legal Descriptions

### 1617 Elm Street Description:

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

**BEGINNING** at a set Cross Notch at the intersection of the North line of W. Liberty Street and the west line of Elm Street.

Thence along the north line of said W. Liberty Street, North 89°39'00" West, 136.77 feet to the southeast corner of a tract, conveyed to W Liberty & Elm, LLC as recorded in Official Record 13614, Page 383 of the Hamilton County Recorder's Office, (Hamilton County Auditor's Parcel 133-0003-0021), said point being referenced by a set Cross Notch at South 15°27'32" East, 3.00 feet;

Thence leaving the north line of said W. Liberty Street, along the east line of said Hamilton County Auditor's Parcel 133-0003-0021, North 15°27'32" West, 114.94 feet to a set Cross Notch;

Thence in part along the north line of aforesaid Hamilton County Auditor's Parcel 133-0003-00021 and in part with the north line of a tract conveyed to W Liberty & Elm, LLC as recorded in Official Record 13614, Page 383 of the Hamilton County Recorder's Office (Hamilton County Auditor's Parcel 133-0003-0020) and in part along a tract conveyed to 224 W Liberty School, LLC in Official Record 12664, Page 314, South 74°20'00" West, 111.91 feet to a set Cross Notch in the east line of Logan Street;

Thence with the east line of said Logan Street, North 15°36'55" West, 150.59 feet to the southwest corner of a tract conveyed to Baymiller Manor Limited Partnership as recorded in Official Record 9742, Page 4432 of the Hamilton County Recorder's Office, said point being referenced by a set Cross Notch at South 74°21'43" West, 3.00 feet;

Thence along the lines of said Baymiller Manor Limited Partnership, North 74°21'43" East, 69.50 feet to a set Cross Notch AND North 15°36'55" West, 25.00 feet to a point in the south line of Green Street, said point being referenced by a set Cross Notch at North 15°36'55" West, 3.00 feet;

Thence along the south line of said Green Street, North 74°21'43" East, 62.36 feet to the northwest corner of a tract conveyed to W Liberty & Elm, LLC as recorded in Official Record 13614, Page 383 (Hamilton County Auditor's Parcel 133-0003-0043), said point being referenced by a set Cross Notch at North 15°38'24" West, 3.00 feet;

Thence leaving the south line of said Green Street, along the west line of said Hamilton County Auditor's Parcel 133-0003-0043 and west line of a tract conveyed to W Liberty & Elm, LLC as recorded in Official Record 13614, Page 383 (Hamilton County Auditor's Parcel 133-0003-0041), South 15°38'24" East, 49.87 feet to a set Cross Notch at the southwest corner of said Hamilton County Auditor's Parcel 133-0003-0041;

**1617 Elm Street Description continued:**

Thence along the south line of said Hamilton County Auditor's Parcel 133-0003-0041, North 74°29'32" East, 111.74 feet to a point in the west line of aforesaid Elm Street, said point being referenced by a set Cross Notch at North 74°29'32" East, 3.0 feet;

Thence along the west line of said Elm Street, South 15°30'28" East, 278.03 feet to the **POINT OF BEGINNING**.

**Containing 1.2172 Acres** and being subject to all legal easements and highways of record.

Being all of Hamilton County Auditor's Parcel No.'s 133-0003-0022 thru 0040 conveyed to W Liberty & Elm, LLC as recorded in Official Record 13614, Page 383 of the Hamilton County Recorder's Office and all of Hamilton County Auditor's Parcel No.'s 133-0003-0140 & 0141 conveyed to W Liberty & Elm, LLC as recorded in Official Record 13646, Page 1334 of the Hamilton County Recorder's Office.

Bearings Based On Registered Land Certificate Number 239453.

Prepared by G.J. BERDING SURVEYING, INC. on July 19, 2018. Based on a Plat of Survey prepared by G.J. BERDING SURVEYING, INC. on July 19, 2018.

  
Gerard J. Berding, P.S. - 6880

7-31-18  
Date



**[1621 Logan Street Description]<sup>1</sup>:**

Situated in Section 13, Town 3, Fractional Range 2 Between the Miamis, Mill Creek Township, The City of Cincinnati, Hamilton County, Ohio and being 1.0124 acres to be amended/re-zoned to Planned Development (PD) further described as follows:

Begin at the Intersection of the centerline of Logan Street and Green Street, said intersection being the True Point of Beginning:

thence, from the True Point of Beginning, departing the centerline of said Green Street and with the centerline of said Logan Street, South 09° 53' 39" East, 161.67 feet;

thence, departing centerline of said Logan Street, South 80° 00' 21" West, 175.00 feet to the centerline of Central Avenue;

thence, with the centerline of said Central Avenue, North 09° 53' 39" West, 252.00 feet;

thence, departing the centerline of said Central Avenue, North 80° 00' 21" East, 175.00 feet to the centerline of said Logan Street;

thence, with the centerline of said Logan Street, South 09° 53' 39" East, 90.33 feet to the True Point of Beginning containing 1.0124 acres of land more or less.

Basis of Bearings: State Plane Coordinates (3402) Ohio South Zone, NAD83(2011).

The above description was prepared from a rezoning exhibit made on August 18, 2020 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio and is a complete, proper and legal description of the property by deeds and plats of record.



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<sup>1</sup> Note to draft: this legal description includes neighboring ROW. Please provide a legal description for solely the property.  
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Parcel List

**1617 Elm Street:**

133-0003-0143-00

**1621 Logan Street:**

133-0003-0007-90

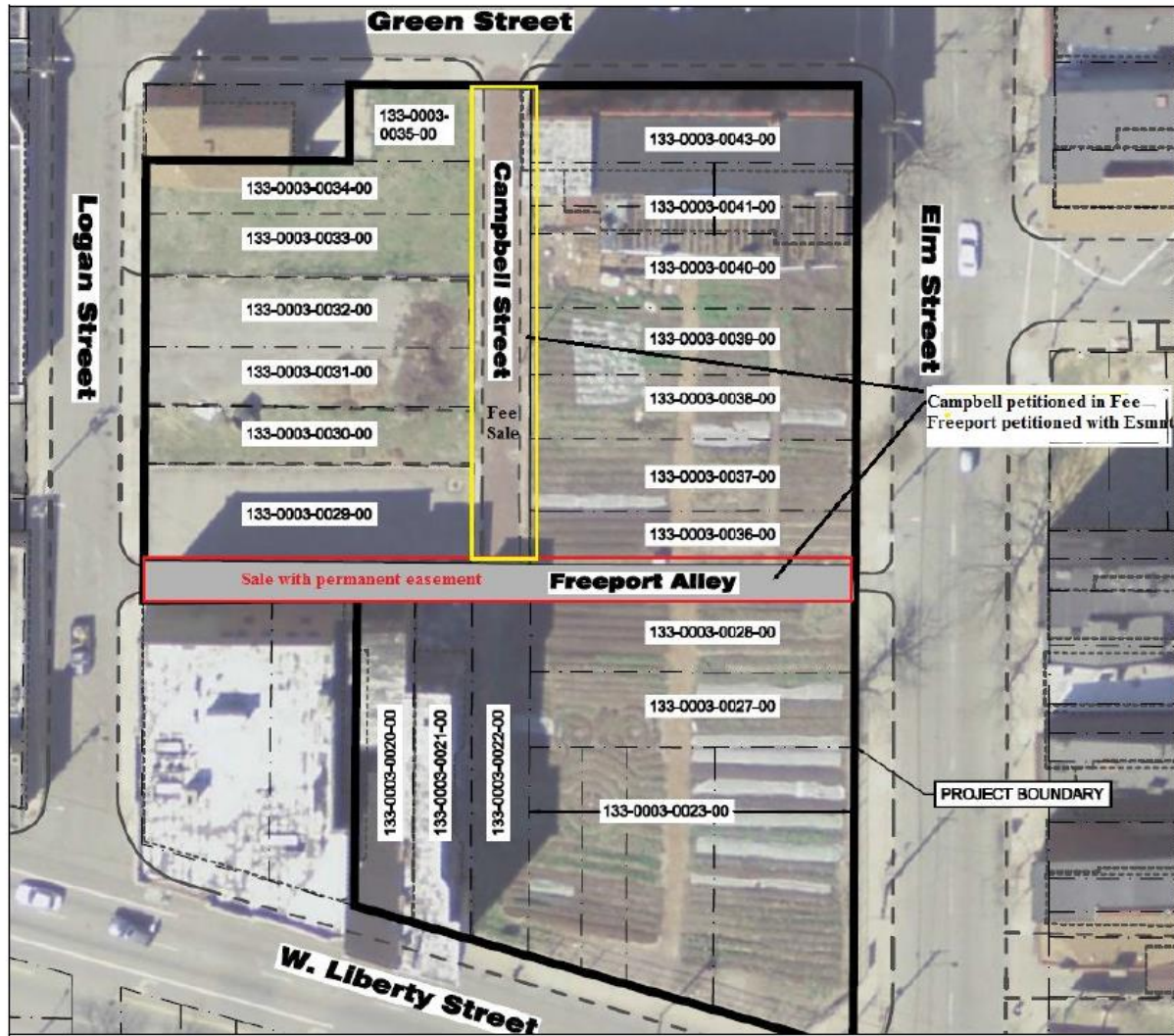
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133-0003-0005-90

133-0003-0004-90

133-0003-0003-90

EXHIBIT A-2  
to Development Agreement



## EXHIBIT B

to Development Agreement

### **SCOPE OF WORK, BUDGET, AND SOURCE OF FUNDS**

#### **I. SCOPE OF WORK**

**A mixed-use development near the corner of Liberty & Elm streets in Over the Rhine.**

##### **1617 ELM STREET**

Construction of a 5 story, mixed-use development consisting of approximately 148 apartment units, 10,000 square feet of commercial space, an approximately 220-space structured parking garage, and restoration of Freeport Alley for pedestrian and bicycle use.

##### **1621 LOGAN STREET**

Demolition of vacant structure on site. New construction of a 6-7 story, residential apartment building with approximately 130 units.

#### **II. BUDGET, SOURCES & USES**

PROJECT DETAILS	TOTAL
Number of Units	278
Residential Gross SF	246,364
Retail Gross SF	11,325
Structured Garage Gross SF	83,712
Structured Parking Spaces	217
PROJECT SOURCES DETAILS	AMOUNT
Construction Loan	54,154,836
Limited Partner Equity	20,888,294
General Partner/ Sponsor Equity	2,320,922
<b>TOTAL PROJECT SOURCES</b>	<b>\$77,364,051</b>
PROJECT USES DETAILS	AMOUNT
Acquisition Costs	750,000
Pre-Development Costs / Due Diligence	150,000
Land Costs	4,500,000
Total Construction Costs / Hard Costs	55,643,721
Consulting Fees / Design / A&E	2,260,000
Total Financing Fees	293,983
Total Interest Expense	2,262,108
Other Financing Costs / Working Capital	150,000
Legal Cost	345,300
Total Pre-Opening / Marketing Costs	435,000
FF&E / Hardscape / Other Soft Costs	2,327,375
Lender Inspections	90,000
Impact Fees	321,646
Tenant Improvements	806,906
Broker Commissions	185,006
Insurance	138,025
Tax	931,479
Operating Deficits	55,079
<b>TOTAL USES COSTS</b>	<b>\$77,364,051</b>



EXHIBIT C  
to Development Agreement  
**FORM OF SERVICE AGREEMENT**

----- space above for Hamilton County Recorder -----

Contract No. \_\_\_\_\_

**SERVICE AGREEMENT**  
(Liberty and Elm)

This Service Agreement ("**Agreement**") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the "**Effective Date**"), by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"), and **OTR PROJECT PARTNERS, LLC**, an Ohio limited liability company, having an address of 14 West 15<sup>th</sup> Street, Cincinnati, Ohio 45202 ("**Owner**").

Recitals:

A. Owner is the fee owner of the property located at 1617 Elm Street and 1621 Logan Street, Cincinnati, Ohio 45202, as described more fully in Exhibit A (Legal Description) hereto (the "**Property**").

B. As described in the *Development Agreement* between the City and Owner dated [\_\_\_\_\_,] 2021 (the "**Development Agreement**"), Owner intends to make or cause to be made certain improvements to the Property (as described in the Development Agreement, the "**Project**"). Capitalized terms used, but not defined, herein shall have the meanings ascribed thereto in the Development Agreement.

C. The City believes that the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements.

D. In furtherance of the public purpose and to facilitate the Project, and as authorized by Ordinance No. [\_\_\_\_\_,] passed by Cincinnati City Council on [\_\_\_\_\_] (the "**TIF Ordinance**"), the City has established a so-called project-based TIF Exemption for the Property under Section 5709.41, Ohio Revised Code ("**ORC**").

E. Under the TIF Ordinance and in accordance with ORC Section 5709.41, et seq. and this Agreement, the increased value of the Property shall be exempt from real property taxes, and all present and future owners of the Property, or any portion thereof, shall be required to make service payments in lieu of taxes, in semi-annual installments, in an amount equal to the amount of real property taxes that

would have been paid on the Exempt Improvements (as defined below) had an exemption not been granted ("**Service Payments**").

F. The Property is located within the Cincinnati City School District, and the Board of Education of the Cincinnati City School District ("**Board of Education**") has, by resolution adopted on April 27, 2020, and by a Tax Incentive Agreement with the City effective as of April 28, 2020, approved an exemption of 100% of the assessed valuation of the Exempt Improvements for thirty (30) years (subject to the obligation of the City to make payments to the Board of Education as provided in Section II.C.2 of that agreement, which payments are referred to herein as the "**School Board Payments**").

G. As provided in the Development Agreement, the City intends to use the Service Payments to (i) pay any fees due to the Hamilton County Auditor with respect to the Service Payments, (ii) make the School Board Payments, (iii) cover certain fees to the City provided in the Development Agreement, (iv) retain the VTICA Contribution, (v) provide Owner with certain Rebate Payments to promote the economic viability of the Project and thereby contributing to the urban redevelopment of Over-the-Rhine neighborhood, and (vi) support such urban redevelopment purposes as are provided in the Development Agreement and the TIF Ordinance, in each case in the amounts identified herein and subject to the terms hereof.

H. The parties intend that this Agreement, as amended and supplemented from time to time, shall constitute the agreement contemplated by ORC Section 5709.41, et seq. and shall define the respective rights and obligations of Owner and the City with respect to the Service Payments.

I. Execution of this Agreement has been authorized by City Council by the TIF Ordinance.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the City and Owner agree as follows:

1. **COMPLETION OF PROJECT.** Owner shall cause the Project to be completed in accordance with the terms of the Development Agreement. Failure to use and operate the Project in the manner contemplated by the Development Agreement shall not relieve Owner of its obligations to make Service Payments as required hereunder. Owner shall develop the Project in accordance with the Development Agreement throughout the Exemption Period (as hereinafter defined), and shall comply with the terms of the Development Agreement in all respects.

2. **OBLIGATION TO MAKE SERVICE PAYMENTS.**

A. **Declaration that Exempt Improvements are a Public Purpose.** The City hereby confirms that, pursuant to ORC Chapter 5709.41, et seq. and the TIF Ordinance, the City declared that 100% of the assessed value of the improvements (as defined in ORC Chapter 5709.41) to the Property, including the Project (collectively, the "**Exempt Improvements**") constitutes a public purpose and is entitled to exemption from real property taxes for a period of thirty (30) years for a period currently expected to commence in tax year 2023 (the "**Exemption Period**").

B. **Commencement of Service Payments.** Owner shall commence paying Service Payments no later than the final date for payment (the last day that payment can be made without penalty or interest) of the first semi-annual installment of real property taxes in the first calendar year after the first tax year in which any Exempt Improvements appear on the Hamilton County Auditor's tax duplicate. (For example, if any Exempt Improvements first appear on the tax rolls on January 1, 2023, Owner's first semi-annual tax payment will be for the tax bill for the First Half 2023, which will become due and payable to the County Treasurer on or about January 2024.) Owner shall pay Service Payments in semi-annual installments (i) on the earlier of such final date for payment of the first semi-annual installment of real property taxes, or February 1, in each year, and (ii) on the earlier of such final date for payment of the second semi-annual installment of real property taxes, or August 1, in each year (each such final date for payment is referred to herein as a "**Service Payment Date**"). Owner shall continue to make Service Payments until such time as Owner has paid the final Service Payment applicable to the Exemption Period.

C. Amount of Service Payments. Each semi-annual Service Payment shall be paid to the Hamilton County Treasurer in an amount equal to one-half (½) of the annual amount that would have been payable in that year as real property taxes with respect to the Exempt Improvements had an exemption not been granted. However, if after the first semi-annual Service Payment has been determined and paid, the total annual amount for that year is adjusted by the taxing authorities, the amount of the second semi-annual Service Payment shall be adjusted accordingly. The Service Payments shall vary as the assessed value of the Exempt Improvements and the applicable tax rate vary from time to time.

D. Estimation. If, as of the date any Service Payment is due, the amount of the real property taxes that would have been payable on the Exempt Improvements (if not exempt) cannot be or has not been finally determined, the amount of such taxes shall be estimated by the Hamilton County Auditor or by the City (even though such taxes may be subject to contest, later determination, or adjustment because of revaluation of the Exempt Improvements) for the applicable tax year. If the sum of Service Payments so calculated and paid in any year is subsequently determined not to be equal to the total amount of real property taxes that would have been paid in that year with respect to the Exempt Improvements (if not exempt), Owner or the City shall promptly pay or repay any deficiency or excess, as appropriate, to the other within thirty (30) days after written demand.

E. Late Payment. If any Service Payment, or any installment thereof, is not paid when due under this Agreement, then, in addition to Hamilton County's late fee or delinquency charge, if any, Owner shall pay to the City, as a late payment charge, the amount of the charges for late payment of real property taxes, including penalty and interest, payable pursuant to ORC Section 323.121 on the delinquent amount. In addition, if Owner fails to make any Service Payment required hereunder, Owner shall pay, in addition to the Service Payment Owner was required to pay and any late payment charges as stated above, such amount as is required to reimburse the City for all costs and other amounts (including without limitation attorneys' fees) paid or incurred by the City to enforce the Service Payment obligations against Owner or against the Property. Owner acknowledges that delays in the making of Service Payments may, among other things, result in delays in the City's ability to timely make Rebate Payments.

### **3. APPLICATION OF SERVICE PAYMENTS.**

A. Rebate Payments. Rebate Payments shall be made in the amounts described in, and subject to all terms and conditions of, the Development Agreement.

B. Timing of Rebate Payments. Rebate Payments shall be made at the times described in the Development Agreement.

C. Change in Use; Subdivision or Ownership by Multiple Legal Entities.

(i) Change in Use. Notwithstanding the foregoing, and without limiting any of the City's remedies under this Agreement or the Development Agreement, if the Project is no longer to be used for commercial and multi-family residential purposes (unless the City has otherwise agreed in accordance with the terms of this Agreement), the City shall no longer be obligated to make the Rebate Payments and the portion of the Service Payments which would otherwise have been applied to the Rebate Payments shall be deemed to be Residual Service Payments to which Owner is in no way entitled.

(ii) Subdivision or Ownership by Multiple Legal Entities. Without the City's prior written consent in the form of an amendment to this Agreement making such administrative and ministerial changes as may be deemed reasonably necessary by the City, title to the Property shall not be held by more than one legal entity at a time (it being acknowledged and agreed by the City that ownership of the fee title through one legal entity, which is itself owned by multiple entities, is not ownership of the fee title to the Property by multiple entities as contemplated hereby). The City will not unreasonably withhold its agreement to such an amendment so long as the proposed amendment is otherwise consistent with this Agreement and the Development Agreement. For the avoidance of doubt, the City shall be under no obligation to enter into such an amendment if Owner seeks to include terms in such amendment that are unrelated or in addition to the division of ownership of the Property as described in this clause (ii); *provided, however*, that the City may include, as a term of such amendment, that the City will solely be required to provide notices {00327759-6}

or otherwise negotiate with one "Owner" entity as an agent for others which may succeed to Owner's rights hereunder. The City shall in no event be required to divide the Rebate Payments and pay portions of the Rebate Payments to various entities unless the City expressly agrees to do so in writing.

D. No Other Source. The City is in no way obligated under this Agreement or any other Project Document to provide Owner with any funds other than the Rebate Payments, nor is the City in any way obligated to provide the Rebate Payments from any source other than the Service Payments it actually receives in respect of the Exempt Improvements. Owner acknowledges and agrees that if the application of Service Payment proceeds to the Rebate Payments is deemed illegal or impermissible by a court of law following a non-appealable final adjudication thereof (it being agreed by the City that it shall not object to Owner's participation, at Owner's own expense, in any such legal proceedings), the Rebate Payments shall not be made and the portion of the Service Payments which would otherwise have been applied to the Rebate Payments shall be deemed to be Residual Service Payments to which Owner is in no way entitled. In such a circumstance, the City shall be under no obligation to provide compensation or reimbursement to Owner for the loss of the Rebate Payments or otherwise make equivalent payments to Owner from alternative sources.

4. **PAYMENT OBLIGATIONS TO HAVE LIEN PRIORITY.** To the extent permitted by law, the Service Payments shall be treated as a tax lien in the same manner as real property taxes and will have the same lien, rights and priority as all other real property taxes. Such a lien shall attach, and may be perfected, collected and enforced as provided by law, including enforcement by foreclosure upon such lien pursuant to the procedures and requirements of Ohio law relating to mortgages, liens, and delinquent real estate taxes. Owner hereby agrees that the obligation to make Service Payments shall have the same priority as the obligation to pay real estate taxes in the event of any bankruptcy or other like proceeding instituted by or against Owner. Owner agrees not to contest the lien, rights or priority of the Service Payments with respect to the Property.

5. **RECORDING; OBLIGATIONS TO RUN WITH THE LAND; ASSIGNMENT.**

A. Recording. Promptly after the execution of this Agreement, Owner shall cause this Agreement to be recorded in the Hamilton County, Ohio Recorder's Office, at its expense, prior to any mortgage, assignment or other conveyance of any part of the Property. All instruments of conveyance of the Property or Owner's ownership of the Property (or portions thereof) to subsequent mortgagees, successors, assigns or transferees shall be subject to this Agreement.

B. Covenants Running with the Land. The obligation to perform and observe the agreements on Owner's part contained herein shall be covenants running with the land and shall be binding and enforceable by the City against Owner and its successors-in-interest and transferees as owners from time to time of the fee simple interest in the Property.

C. Obligations are Absolute and Unconditional. The obligations of Owner to make Service Payments under this Agreement will not be terminated for any cause including, without limitation, failure to commence or complete the Project; any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Exempt Improvements; commercial frustration of purpose; or any change in the constitution, tax or other laws or judicial decisions or administrative rulings of or administrative actions by or under authority of the United States of America or of the State or any political subdivision thereof.

6. **PAYMENT OF TAXES; CONTESTS.**

A. Payment of Taxes. With respect to real property taxes that are not exempted under this Agreement, Owner shall pay or cause to be paid, as the same become due (but subject to the 5 day Cure Period for Payment Defaults described in the Development Agreement), all such taxes, assessments, whether general or special, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Property and/or the non-exempt improvements or any personal property or fixtures of Owner installed or brought thereon (including, without limitation, any taxes levied against Owner with respect to income or profits from operations at the Property and which, if not paid, may become or be made a lien on the Property or the Exempt Improvements). The Owner {00327759-6}

acknowledges that it, and not the City, is responsible for the payment of all utility and other charges incurred in the operation, maintenance, use and occupancy of the Property and Exempt Improvements.

B. **Contests.** Nothing in this Agreement is intended to prevent Owner, at its expense and in good faith, from applying for exemption of any non-exempt improvements, or contesting the amount or validity of any such taxes, assessments or other charges, including contesting the real estate valuation of the Property and Exempt Improvements. Nothing in this paragraph shall be construed to relieve Owner of the duty to make the Service Payments as required by this Agreement.

7. **NOTICES.** All notices or other communications under this Agreement shall be deemed given on receipt when personally delivered, or 48 hours after being mailed by U.S. registered or certified mail, postage prepaid, addressed to the City at 801 Plum Street, Cincinnati, OH 45202, Attention: City Manager, with a copy to the Director of the Department of Community and Economic Development, City of Cincinnati, 805 Central Avenue, Suite 700, Cincinnati, OH 45202; and to Owner at its address set forth in the introductory paragraph hereof. If Owner sends a notice to the City alleging that the City is in default under this Agreement, Owner 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. The City and Owner may, by notice given under this Agreement, designate any further or different addresses to which subsequent notices or other communications shall be sent.

8. **COVENANTS AND REPRESENTATIONS.** Owner hereby reaffirms its representations and warranties contained in the Development Agreement and any other Project Documents as of the Effective Date of this Agreement.

9. **EXEMPTION APPLICATION.** Owner shall prepare, execute and (following the City's prior receipt of copies for review and approval in the City's sole discretion) file, in a timely fashion after the Effective Date, such applications, documents and other information with the appropriate officials of the State of Ohio and Hamilton County, or other public body as may be required to effect and maintain during the Exemption Period as described in ORC Chapter 5709 the exemption from real property taxation as contemplated by said Chapter. Owner and the City currently expect that such exemption from real property taxation shall apply initially to the 2023 tax year. Owner shall continuously use due diligence and employ commercially reasonable efforts to keep such exemption in force, not permitting the same to lapse or be suspended or revoked for any reason within Owner's control. In the event that subsequent to the allowance of such exemption, the same is at any time revoked or suspended due to the act or omission of Owner, Owner shall nevertheless continue to make Service Payments throughout the Exemption Period; *provided, however* that such Service Payments shall only be required during any period of revocation or suspension to the extent (and in the amounts) necessary to cover debt service and other financing costs related to any bonds the City has issued prior to the date of revocation or suspension of the exemption which are secured by the City to be repaid, in whole or in part, by the Service Payments (or such portion of the Service Payments as the City may be entitled to pledge as collateral or utilize for repayment of debt under the terms of this Agreement).

10. **DEFAULTS AND REMEDIES.** If Owner fails to make any Service Payment when due (but subject to the 5 day Cure Period for Payment Defaults described in the Development Agreement) (time being of the essence), or if Owner fails to observe or perform any other obligation hereunder (including Owner's obligation to comply with the terms of the Development Agreement) and such other failure continues for more than thirty (30) days after the City notifies Owner in writing thereof, the City shall be entitled to exercise and pursue any and all rights and remedies available to it hereunder, at law or in equity, including, without limitation, (i) foreclosure of the lien created hereby, and (ii) terminating this Agreement without modifying or abrogating Owner's obligation to make Service Payments; *provided, however*, that if the nature of the default (other than a Payment Default) is such that it cannot reasonably be cured during an applicable cure period, Owner shall not be in default under this Agreement so long as Owner commences to cure the default within such cure period and thereafter diligently completes such cure within sixty (60) days after Owner's receipt of the City's initial notice of default. Owner shall pay to the City upon demand an amount equal to all costs and damages suffered or incurred by the City in connection with such default, including, without limitation, attorneys' fees. Waiver by the City of any default shall not be deemed to extend

to any subsequent or other default under this Agreement. All rights and remedies hereunder are cumulative.

**11. DURATION OF AGREEMENT.** This Agreement shall become effective on the Effective Date and, except with respect to those provisions expressly stated to survive the expiration of this Agreement, shall expire on the later of (i) the day following the date of payment of the final Rebate Payment to be made under the Development Agreement, and (ii) the day following the date of payment of the final Service Payment applicable to the Exemption Period. This Agreement shall survive any foreclosures, bankruptcy, or lien enforcement proceedings. Upon such expiration, the City shall deliver to Owner such documents and instruments as Owner may reasonably request to evidence such expiration.

**12. TRUSTEE.** Owner hereby acknowledges and agrees that the City may, following the Effective Date, enter into a trust agreement or other like agreement with a trustee selected by the City for the purposes of carrying out and/or administering some or all of the City's obligations under this Agreement, as determined by the City. If the City generally implements such an arrangement for transactions, such as those contemplated by this Agreement, involving tax increment financing under Ohio Revised Code Section 5709.41 or tax increment financing generally, then Owner agrees to (i) execute such documents or acknowledgments as may be reasonably required in order for the City to procure the services of such trustee, including, if applicable, a trust agreement, and (ii) pay the fees and expenses of the trustee (or, at the City's option, reimburse the City for the fees and expenses of the trustee paid by the City).

**13. GENERAL PROVISIONS.**

A. Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same Agreement.

B. Captions. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

C. Governing Law and Choice of Forum. This Agreement shall be governed by the laws of the State of Ohio and the City of Cincinnati and shall be interpreted and enforced in accordance with the laws of this State and City without regard to the principles of conflicts of laws. All unresolved claims and other matters in question between the City and Owner shall be decided in the Hamilton County Court of Common Pleas. The parties hereby waive trial by jury.

D. Severability. If any provision of this Agreement is determined to be illegal, invalid or unenforceable, it is the intention of the parties that the remainder of this Agreement shall not be affected thereby, and in lieu of each provision that is illegal, invalid or unenforceable, there shall be added as a part of this Agreement provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

E. Additional Documents. The City and Owner agree to execute any further agreements, documents or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement to the extent permitted by this Agreement and in compliance with all laws and ordinances controlling this Agreement.

F. Entire Agreement; Amendments. This Agreement, together with the Development Agreement, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements of the parties. This Agreement may be amended only by a written amendment signed by all parties.

G. Exhibit. The following exhibit is attached hereto and made a part hereof:  
Exhibit A - Legal Description

*SIGNATURES ON FOLLOWING PAGE*



This Service Agreement is executed by the City and Owner by their duly-authorized officers or representatives as of the Effective Date.

**OTR PROJECT PARTNERS, LLC**

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

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

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

Date: \_\_\_\_\_, 2021

**CITY OF CINCINNATI**

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

Date: \_\_\_\_\_, 2021

Approved as to Form:

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

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

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

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

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

*NOTARY BLOCKS ON FOLLOWING PAGE*

STATE OF OHIO                     )  
  ) SS:  
COUNTY OF HAMILTON            )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ (name), \_\_\_\_\_ (title) of OTR Project Partners, LLC, an Ohio limited liability company, on behalf of the company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

STATE OF OHIO                     )  
  ) SS:  
COUNTY OF HAMILTON            )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Paula Boggs Muething, City Manager of the CITY OF CINCINNATI, an Ohio municipal corporation, on behalf of the corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

This instrument prepared by:  
Kaitlyn M. Geiger, Esq.  
City of Cincinnati  
Office of the City Solicitor  
801 Plum Street, Room 214  
Cincinnati, OH 45202

**EXHIBIT A  
TO  
SERVICE AGREEMENT**

**LEGAL DESCRIPTION**

[INTENTIONALLY OMITTED]

EXHIBIT D-1

to Development Agreement

**FORM OF QUITCLAIM DEED – INITIAL CONVEYANCE**

----- space above for recorder -----

**QUITCLAIM DEED**

**OTR PROJECT PARTNERS, LLC**, an Ohio limited liability company, the address of which is [\_\_\_\_\_] (“**Grantor**”), for valuable consideration paid, hereby grants and conveys to the **CITY OF CINCINNATI**, an Ohio municipal corporation (“**Grantee**”), having an address at 801 Plum Street, Cincinnati, Ohio 45202, all Grantor’s right, title and interest in and to the real property described on Exhibit A (Legal Description) hereto.

The City’s acceptance of the Property was authorized by Ordinance No. \_\_\_\_\_, passed by City Council on \_\_\_\_\_, 2021.

Prior instrument reference: Official Record \_\_\_\_\_, Page \_\_\_\_\_, Hamilton County, Ohio Records.

Executed on \_\_\_\_\_, 2021.

**OTR PROJECT PARTNERS, LLC**

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

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

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

Date: \_\_\_\_\_, 2021

*NOTARY BLOCK FOLLOWS*

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ (name), \_\_\_\_\_ (title) of OTR Project Partners, LLC, an Ohio limited liability company, on behalf of the company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

Approved as to Form:

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

This instrument prepared by:     Kaitlyn M. Geiger, Esq.; City of Cincinnati, Office of the City Solicitor;  
  801 Plum Street, Room 214; Cincinnati, Ohio 45202

**Exhibit A to Quitclaim Deed**

Legal Description

[INTENTIONALLY OMITTED]



EXHIBIT D-2  
to Development Agreement

**FORM OF QUITCLAIM DEED – CITY CONVEYANCE**

----- space above for recorder -----

**QUITCLAIM DEED**

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the “**City**”), having an address of 801 Plum Street, for valuable consideration paid, hereby grants and conveys to **OTR PROJECT PARTNERS, LLC**, an Ohio limited liability company, the address of which is [\_\_\_\_\_] (“**Grantee**”), all of the City’s right, title and interest in and to the real property described on Exhibit A (Legal Description) hereto.

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

Prior instrument reference: Official Record \_\_\_\_\_, Page \_\_\_\_\_, Hamilton County, Ohio Records.

Executed on \_\_\_\_\_, 2021.

CITY OF CINCINNATI

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

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by Paula Boggs Muething, City Manager of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

Approved as to Form:

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

{00327759-6}

This instrument prepared by: Kaitlyn M. Geiger, Esq., City of Cincinnati Law Department, 801 Plum Street, Suite 214, Cincinnati, Ohio 45202

**Exhibit A to Quitclaim Deed**

Legal Description

[INTENTIONALLY OMITTED]

EXHIBIT E  
to Development Agreement  
**FORM OF COMPLETION GUARANTY**  
[to be attached]

## EXHIBIT F

### to Development Agreement

#### DISBURSEMENT OF FUNDS

(A) Conditions to be Satisfied Prior to Disbursement of Funds. The City shall be under no obligation to disburse the funds of up to \$29,736.72 to Developer for the construction of Public Improvements (the “**Funds**”) until the following conditions are satisfied:

(i) Developer shall have provided the City with evidence of insurance required under this Agreement;

(ii) Developer shall have provided the City with evidence that it has obtained all licenses, permits, governmental approvals and the like necessary for the construction work;

(iii) the parties shall have approved the construction budget and construction schedule for the Public Improvements;

(iv) on-site construction for the Public Improvements shall have commenced and be proceeding in accordance with the City approved plans and proposed construction schedule;

(v) Developer shall have provided the City with such other documents, reports and information relating to the Project as the City may reasonably request; and

(vi) Developer shall not be in default under this Agreement.

(B) Disbursement of Funds on a Pro Rata Basis. Provided all of the requirements for disbursement of the Funds shall have been satisfied, the City shall disburse the Funds from the Project account. The City shall disburse the Funds on a reimbursement basis and on a “pro rata” basis with the other sources of funds for the Public Improvements; i.e., the City’s Funds shall not be “first in”. (For example, if the Funds represent one fourth (1/4<sup>th</sup>) of the total funds for the Public Improvements, at no time shall the amount of the disbursed Funds exceed 1/4<sup>th</sup> of the total amount of the disbursed funds for the Public Improvements.) Developer shall request the Funds and shall use the Funds solely to reimburse itself for documented hard construction costs paid by Developer to third parties for construction of the Public Improvements and for no other purpose. Nothing in this Agreement shall permit, or shall be construed to permit, the expenditure of Funds for the acquisition of supplies or inventory, or for the purpose of purchasing materials not used in the construction, or for establishing a working capital fund, or to pay for soft costs, or for any other purpose expressly disapproved by the City. Developer shall not request a disbursement of Funds for any expenditure that is not itemized on or contemplated by the approved budget or if the costs for which the disbursement is being requested exceeds the applicable line item in the budget; however, Developer may request, in writing, that funds be transferred between line items, with the City’s approval thereof not to be unreasonably withheld. Disbursements from the Project account shall be limited to an amount equal to the actual cost of the work, materials and labor incorporated in the work up to the amount of such items as set forth in Developer’s request for payment. Anything contained in this Agreement to the contrary notwithstanding, the City shall not be obligated to make or authorize any disbursements from the Project account if the City determines, in its reasonable discretion, that the amounts remaining from all funding sources with respect to the construction of the Public Improvements are not sufficient to pay for all the costs to complete construction. Developer acknowledges that the obligation of the City to disburse the Funds to Developer for construction shall be limited to the Funds to be made available by the City under this Agreement. Developer shall provide all additional funds from other resources to complete the Public Improvements. Notwithstanding anything in this Agreement to the contrary, the City’s obligation to make the Funds for construction available to Developer, to the extent such Funds have not been disbursed, shall terminate ninety (90) days following completion of construction of the Public Improvements.

(C) Draw Procedure

(i) Frequency. Developer may make disbursement requests no more frequently than once in any thirty (30) day period.

(ii) Documentation. Each disbursement request shall include the following: For construction costs shown on the approved budget, Developer shall submit a draw request form provided by the City, with the following attachments: (1) an AIA G-702-703 Form (AIA) or such other similar form acceptable to the City, (2) sworn affidavits and/or unconditional lien waivers (together with copies of paid invoices, contracts, or other supporting data) from all contractors, subcontractors and materialmen covering all work, labor and materials for the work through the date of the disbursement and establishing that all such work, labor and materials have been paid for in full, (3) waivers or disclaimers from suppliers of fixtures or equipment who may claim a security interest therein, and (4) such other documentation or information requested by the City that a prudent construction lender might request. All affidavits and lien waivers shall be signed, fully-executed originals.

(D) Retainage. After review and approval of a disbursement request, the City shall disburse ninety percent (90%) of the amount requested, less retainage equal to ten percent (10%) thereof. The retained amount shall be disbursed when (i) construction of the Public Improvements has been completed, (ii) the City has obtained final lien waivers and all other conditions to payment set forth in this Agreement have been satisfied with respect to such payment, (iii) Developer has provided the City with a complete set of "as built" drawings for the Public Improvements if required by DOTE, and (iv) Developer has complied with all of its other obligations under this Agreement as determined by the City in its sole discretion.

(E) Estoppel Certification. A request for the disbursement of Funds shall, unless otherwise indicated in writing at the time Developer makes such request, be deemed as a representation and certification by Developer that (i) that all work done and materials supplied to date are in accordance with the City-approved plans and specifications for the Public Improvements and in strict compliance with all legal requirements as of the date of the request, (ii) the Public Improvements are being completed in accordance with the City-approved budget and construction schedule, and (iii) Developer and the City have complied with all of their respective obligations under this Agreement. If Developer alleges that the City has been or is then in default under this Agreement at the time Developer makes such request, and if the City disputes such allegation, the City shall not be obligated to make or authorize such disbursement until the alleged default has been resolved.



EXHIBIT H

to Development Agreement

PRIOR DEVELOPER'S REPURCHASE RIGHT ACKNOWLEDGMENT

----- space above for recorder -----

**ACKNOWLEDGMENT OF REPURCHASE RIGHT**

**W LIBERTY & ELM, LLC**, an Ohio limited liability company, the address of which is [\_\_\_\_\_] (**"Grantor"**), being the owner of the real property described on Exhibit A (*Legal Description*) hereto, hereby acknowledges that the repurchase right of the City of Cincinnati, Ohio (the **"City"**) set forth in that certain *Quitclaim Deed* from the City to Grantor, recorded on April 13, 2018, in Hamilton County Recorder Official Record Book 13646, Page 1334, as modified by that certain Development Agreement by and between the City and Grantor dated \_\_\_\_\_ (the **"Development Agreement"**), remains in effect until released in accordance with the provisions of the Development Agreement or otherwise with the express written consent of the City.

Executed on \_\_\_\_\_, 2021.

**W LIBERTY & ELM, LLC**

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

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

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

Date: \_\_\_\_\_, 2021

*NOTARY BLOCK FOLLOWS*

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ (name), \_\_\_\_\_ (title) of W Liberty & Elm, LLC, an Ohio limited liability company, on behalf of the company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

Approved as to Form:

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

This instrument prepared by:     Kaitlyn M. Geiger, Esq.; City of Cincinnati, Office of the City Solicitor;  
  801 Plum Street, Room 214; Cincinnati, Ohio 45202

**Exhibit A to Acknowledgment of Repurchase Right**

Legal Description

[INTENTIONALLY OMITTED]

EXHIBIT I

to Development Agreement

DEVELOPER'S REPURCHASE RIGHT ACKNOWLEDGMENT

----- space above for recorder -----

**ACKNOWLEDGMENT OF REPURCHASE RIGHT**

**OTR PROJECT PARTNERS, LLC**, an Ohio limited liability company, the address of which is [\_\_\_\_\_] (**"Grantor"**), being the owner of the real property described on Exhibit A (Legal Description) hereto, hereby acknowledges that the repurchase right of the City of Cincinnati, Ohio (the **"City"**) set forth in that certain *Quitclaim Deed* from the City to W Liberty & Elm, LLC, an Ohio limited liability company, recorded on April 13, 2018, in Hamilton County Recorder Official Record Book 13646, Page 1334, as modified by that certain Development Agreement by and between the City and Grantor dated \_\_\_\_\_ (the **"Development Agreement"**), remains in effect until released in accordance with the provisions of the Development Agreement or otherwise with the express written consent of the City.

Executed on \_\_\_\_\_, 2021.

**OTR PROJECT PARTNERS, LLC**

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

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

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

Date: \_\_\_\_\_, 2021

*NOTARY BLOCK FOLLOWS*

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ (name), \_\_\_\_\_ (title) of OTR Project Partners, LLC, an Ohio limited liability company, on behalf of the company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

Approved as to Form:

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

This instrument prepared by:     Kaitlyn M. Geiger, Esq.; City of Cincinnati, Office of the City Solicitor;  
  801 Plum Street, Room 214; Cincinnati, Ohio 45202

**Exhibit A to Acknowledgment of Repurchase Right**

Legal Description

[INTENTIONALLY OMITTED]



## EXHIBIT I

to Development Agreement

### **ADDITIONAL REQUIREMENTS**

Developer and Developer's general contractor shall comply with all applicable statutes, ordinances, regulations, and rules of the government of the United States, State of Ohio, County of Hamilton, and City of Cincinnati (collectively, "**Government Requirements**"), including the Government Requirements listed below, to the extent that they are applicable. Developer hereby acknowledges and agrees that (a) the below listing of Government Requirements is not intended to be an exhaustive list of Government Requirements applicable to the Project, Developer, or Developer's contractors, subcontractors or employees, either on the City's part or with respect to any other governmental entity, and (b) neither the City nor its Law Department is providing legal counsel to or creating an attorney-client relationship with Developer by attaching this Exhibit to the Agreement.

This Exhibit serves two functions:

(i) Serving as a Source of Information With Respect to Government Requirements. This Exhibit identifies certain Government Requirements that may be applicable to the Project, Developer, or its contractors and subcontractors. Because this Agreement requires that Developer comply with all applicable laws, regulations, and other Government Requirements (and in certain circumstances to cause others to do so), this Exhibit flags certain Government Requirements that Developers, contractors and subcontractors regularly face in constructing projects or doing business with the City. To the extent a Developer is legally required to comply with a Government Requirement, failure to comply with such a Government Requirement is a violation of the Agreement.

(ii) Affirmatively Imposing Contractual Obligations. If certain conditions for applicability are met, this Exhibit also affirmatively imposes contractual obligations on Developer, even where such obligations are not imposed on Developer by Government Requirements. As described below, the affirmative obligations imposed hereby are typically a result of policies adopted by City Council which, per Council's directive, are to be furthered by the inclusion of certain specified language in some or all City contracts. The City administration (including the City's Department of Community and Economic Development) is responsible for implementing the policy directives promulgated by Council (which typically takes place via the adoption of motions or resolutions by Council), including, in certain circumstances, by adding specific contractual provisions in City contracts such as this Agreement.

(A) Construction Workforce.

(i) Applicability. Consistent with the limitations contained within the City Resolutions identified in clause (ii) below, this Section (A) shall not apply to contracts with the City other than construction contracts, or to construction contracts to which the City is not a party. For the avoidance of doubt, this Agreement is a construction contract solely to the extent that it directly obligates Developer to assume the role of a general contractor on a construction project for public improvements such as police stations or other government buildings, public parks, or public roadways.

The Construction Workforce Goals are not applicable to future work (such as repairs or modifications) on any portion of the Project. The Construction Workforce Goals are not applicable to the purchase of specialty fixtures and trade fixtures.

(ii) Requirement. In furtherance of the policy enumerated in City Resolutions No. 32-1983 and 21-1998 concerning the inclusion of minorities and women in City construction work, if Developer is performing construction work for the City under a construction contract to which the City is a party, Developer shall use Best Efforts to achieve a standard of no less than 11.8% Minority Persons (as defined below) and 6.9% females (of whom at least one-half shall be Minority Persons) in each craft trade in Developer and its general contractor's aggregate workforce in Hamilton County, to be achieved at least

halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the “**Construction Workforce Goals**”).

As used herein, the following terms shall have the following meanings:

(a) “**Best Efforts**” means substantially complying with all of the following as to any of its employees performing such construction, and requiring that all of its construction subcontractors substantially comply with all of the following: (1) solicitation of Minority Persons as potential employees through advertisements in local minority publications; and (2) contacting government agencies, private agencies, and/or trade unions for the job referral of qualified Minority Persons.

(b) “**Minority Person**” means any person who is Black, Asian or Pacific Islander, Hispanic, American Indian or Alaskan Native.

(c) “**Black**” means a person having origin in the black racial group of Africa.

(d) “**Asian or Pacific Islander**” means a person having origin in the original people of the Far East or the Pacific Islands, which includes, among others, China, India, Japan, Korea, the Philippine Islands, Malaysia, Hawaii and Samoa.

(e) “**Hispanic**” means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish cultural origin.

(f) “**American Indian**” or “**Alaskan Native**” means a person having origin in any of the original people of North America and who maintains cultural identification through tribal affiliation.

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Confering with Trade Unions.

(a) Applicability. Per City of Cincinnati, Ordinance No. 130-2002, this requirement is limited to transactions in which Developer receives City funds or other assistance (including, but not limited to, the City’s construction of public improvements to specifically benefit the Project, or the City’s sale of real property to Developer at below fair market value).

(b) Requirement. This Agreement may be subject to the requirements of City of Cincinnati, Ordinance No. 130-2002, as amended or superseded, providing that, if Developer receives City funds or other assistance, Developer and its general contractor, prior to the commencement of construction of the Project and prior to any expenditure of City funds, and with the aim of reaching comprehensive and efficient project agreements covering all work done by Developer or its general contractor, shall meet and confer with: the trade unions representing all of the crafts working on the Project, and minority, female, and locally-owned contractors and suppliers potentially involved with the construction of the Project. At this meeting, Developer and/or its general contractor shall make available copies of the scope of work and if prevailing wage rates apply, the rates pertaining to all proposed work on the Project. Not later than ten (10) days following Developer and/or its general contractor’s meet and confer activity, Developer shall provide to the City, in writing, a summary of Developer and/or its general contractor’s meet and confer activity.

(ii) Contracts and Subcontracts; Competitive Bidding.

(a) Applicability. This clause (ii) is applicable to “construction contracts” under Cincinnati Municipal Code Chapter 321. Municipal Code Chapter 321 defines “construction” as “any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than four thousand dollars and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority,” and “contract” as “all written agreements of the City of Cincinnati, its boards or commissions, prepared and signed by the city purchasing agent or a board or commission for the procurement or disposal of supplies, service or construction.”

(b) Requirement. If CMC Chapter 321 applies to the Project, Developer is required to ensure that all contracts and subcontracts for the Project are awarded pursuant to a competitive bidding process that is approved by the City in writing. All bids shall be subject to review by the City. All contracts and subcontracts shall be expressly required by written agreement to comply with the provisions of this Agreement and the applicable City and State of Ohio laws, ordinances and regulations with respect to such matters as allocation of subcontracts among trade crafts, Small Business Enterprise Program, Equal Employment Opportunity, and Construction Workforce Goals.

(iii) Competitive Bidding for Certain City-Funded Development Agreements.

(a) Applicability. Pursuant to Ordinance No. 273-2002, the provision in clause (b) below applies solely where the Project receives in \$250,000 or more in direct City funding, and where such funding comprises at least 25% of the Project’s budget. For the purposes of this clause (iii), “direct City funding” means a direct subsidy of City funds in the form of cash, including grants and forgivable loans, but not including public improvements, land acquisitions and sales, job creation tax credits, or tax abatements or exemptions.

(b) Requirement. This Agreement requires that Developer issue an invitation to bid on the construction components of the development by trade craft through public notification and that the bids be read aloud in a public forum. For purposes of this provision, the following terms shall be defined as set forth below:

(1) “Bid” means an offer in response to an invitation for bids to provide construction work.

(2) “Invitation to Bid” means the solicitation for quoted prices on construction specifications and setting a time, date and place for the submission of and public reading of bids. The place for the public reading of bids shall be chosen at the discretion of Developer; however, the place chosen must be accessible to the public on the date and time of the public reading and must have sufficient room capacity to accommodate the number of respondents to the invitation to bid.

(3) “Trade Craft” means (a) general construction work, (b) electrical equipment, (c) plumbing and gas fitting, (d) steam and hot water heating and air conditioning and ventilating apparatus, and steam power plant, (e) elevator work, and (f) fire protection.

(4) “Public Notification” means (a) advertisement of an invitation to bid with ACI (Allied Construction Industries) and the Dodge Report, and (b) dissemination of the advertisement (either by mail or electronically) to the South Central Ohio Minority Business Council, Greater Cincinnati Northern Kentucky African-American Chamber of Commerce, and the Hispanic Chamber of Commerce. The advertisement shall include a description of the “scope of work” and any other information reasonably necessary for the preparation of a bid, and it shall be published and disseminated no less than fourteen days prior to the deadline for submission of bids stated in the invitation to bid.

(5) "Read Aloud in a Public Forum" means all bids shall be read aloud at the time, date and place specified in the invitation for bids, and the bids shall be available for public inspection at the reading.

(C) City Building Code. All construction work must be performed in compliance with City building code requirements.

(D) Lead Paint Regulations. All work must be performed in compliance with Chapter 3742 of the Ohio Revised Code, Chapter 3701-32 of the Ohio Administrative Code, and must comply with OSHA's Lead in Construction Regulations and the OEPA's hazardous waste rules. All lead hazard abatement work must be supervised by an Ohio Licensed Lead Abatement Contractor/Supervisor.

(E) Displacement. If the Project involves the displacement of tenants, Developer shall comply with all Government Requirements in connection with such displacement. If the City shall become obligated to pay any relocation costs or benefits or other sums in connection with the displacement of tenants, under Cincinnati Municipal Code Chapter 740 or otherwise, Developer shall reimburse the City for any and all such amounts paid by the City in connection with such displacement within twenty (20) days after the City's written demand.

(F) Small Business Enterprise Program.<sup>2</sup>

(i) Applicability. The applicability of Municipal Code Chapter 323 (Small Business Enterprise Program) is limited to construction contracts in excess of \$5,000. Municipal Code Chapter 323 defines "contract" as "a contract in excess of \$5,000.00, except types of contracts listed by the City purchasing agent as exempt and approved by the City Manager, for (a) construction, (b) supplies, (c) services, or (d) professional services." It defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than \$4,000 and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority." To the extent Municipal Code Chapter 323 does not apply to this Agreement, Developer is not subject to the various reporting requirements described in this Section (F).

(ii) Requirement. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises ("SBE"s), which include SBEs owned by minorities and women. Accordingly, subject to clause (i) above, Developer and its general contractor shall use its best efforts and take affirmative steps to assure that SBEs are utilized as sources of supplies, equipment, construction, and services, with the goal of meeting 30% SBE participation for construction contracts and 15% participation for supplies/services and professional services contracts. An SBE means a consultant, supplier, contractor or subcontractor who is certified as an SBE by the City in accordance with Cincinnati Municipal Code ("CMC") Chapter 323. (A list of SBEs may be obtained from the Department of Economic Inclusion or from the City's web page, <http://cincinnati.diversitycompliance.com>.) Developer and its general contractor may refer interested firms to the Department of Economic Inclusion for review and possible certification as an SBE, and applications may also be obtained from such web page. If the SBE program is applicable to this Agreement, as described in clause (i) above, Developer agrees to take (or cause its general contractor to take) at least the following affirmative steps:

- (1) Including qualified SBEs on solicitation lists.
- (2) Assuring that SBEs are solicited whenever they are potential sources. Contractor must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials or to bid on construction contracts for the Project. Contractor is encouraged to use

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<sup>2</sup> Note: DCED is currently evaluating revisions to this SBE section due to recent legislative changes adopted by Council. If DCED implements these policy changes prior to the execution of this Agreement, this section will be revised.

the internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot be used as substitutes for the above.

(3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

(4) When needs permit, establishing delivery schedules that will encourage participation by SBEs.

(iii) Subject to clause (i) above, if any subcontracts are to be let, Developer shall require the prime contractor to take the above affirmative steps.

(iv) Subject to clause (i) above, Developer shall provide to the City, prior to commencement of the Project, a report listing all of the contractors and subcontractors for the Project, including information as to the owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. Developer or its general contractor shall update the report monthly by the 15<sup>th</sup>. Developer or its general contractor shall enter all reports required in this subsection via the City's web page referred to in clause (i) above or any successor site or system the City uses for this purpose. Upon execution of this Agreement, Developer and its general contractor shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.

(v) Subject to clause (i) above, Developer and its general contractor shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City shall have the right to review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the affiant pursuant to Section 2921.12, Ohio Revised Code.

(vi) Subject to clause (i) above, failure of Developer or its general contractor to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach the minimum percentage goals for SBE participation as set forth in Cincinnati Municipal Code Chapter 323, may be construed by the City as failure of Developer to use best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this section.

(G) Equal Employment Opportunity.

(i) Applicability. Chapter 325 of the Cincinnati Municipal Code (Equal Employment Opportunity) applies (a) where the City expends more than \$5,000 under a non-construction contract, or (b) where the City spends or receives over \$5,000 to (1) employ another party to construct public improvements, (2) purchase services, or (3) lease any real or personal property to or from another party. Chapter 325 of the Municipal Code does not apply where the contract is (a) for the purchase of real or personal property to or from another party, (b) for the provision by the City of services to another party, (c) between the City and another governmental agency, or (d) for commodities such as utilities.

(ii) Requirement. If this Agreement is subject to the provisions of Chapter 325 of the Cincinnati Municipal Code (the City of Cincinnati's Equal Employment Opportunity Program), the provisions thereof are hereby incorporated by reference into this Agreement.

(H) Prevailing Wage. Developer shall comply, and shall cause all contractors working on the Project to comply, with all any prevailing wage requirements that may be applicable to the Project. In the event that the City is directed by the State of Ohio to make payments to construction workers based on violations of such requirements, Developer shall make such payments or reimburse the City for such payments within twenty (20) days of demand therefor. A copy of the City's prevailing wage determination may be attached to this Exhibit as Addendum I to Additional Requirements Exhibit (City's Prevailing Wage Determination) hereto.

(I) Compliance with the Immigration and Nationality Act. In the performance of its construction obligations under this Agreement, Developer shall comply with the following provisions of the federal {00327759-6}

Immigration and Nationality Act: 8 U.S.C.A. 1324a(a)(1)(A) and 8 U.S.C.A. 1324a(a)(2). Compliance or noncompliance with those provisions shall be solely determined by final determinations resulting from the actions by the federal agencies authorized to enforce the Immigration and Nationality Act, or by determinations of the U.S.

(J) Prompt Payment. The provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System", may apply to this Agreement. Municipal Code Chapter 319 also (i) provides certain requirements for invoices from contractors with respect to the Prompt Payment System, and (ii) obligates contractors to pay subcontractors for satisfactory work in a timely fashion as provided therein.

(K) Conflict of Interest. Pursuant to Ohio Revised Code 102.03, no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project may have any personal financial interest, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.

(L) Ohio Means Jobs. If this Agreement constitutes a construction contract (pursuant to the guidance with respect to the definition of that term provided in Section (A) above), then, pursuant to Ordinance No. 238-2010: To the extent allowable by law, Developer and its general contractor shall use its best efforts to post available employment opportunities with Developer, the general contractor's organization, or the organization of any subcontractor working with Developer or its general contractor with the OhioMeansJobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-946-7200.

(M) Wage Enforcement.

(i) 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 {00327759-6}



entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively “investigative bodies”) to release to the City’s Department of Economic Inclusion any and all evidence, findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City’s request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

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

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

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

(N) Americans With Disabilities Act; Accessibility.

(i) Applicability. Cincinnati City Council adopted Motion No. 201600188 on February 3, 2016 (the “**Accessibility Motion**”). This motion directs City administration, including DCED, to include language specifically requiring compliance with the Americans With Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the “**ADA**”), and imposing certain minimum accessibility standards on City-subsidized projects regardless of whether there are arguably exceptions or reductions in accessibility standards available under the ADA or State law.

(ii) Requirement. In furtherance of the policy objectives set forth in the Accessibility Motion, (A) the Project shall comply with the ADA, and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a “place of public accommodation” or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then Developer shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, “**Contractual Minimum Accessibility Requirements**” means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building’s primary point of entry, conspicuous signage directing persons to such accessible point of entry.

(O) Electric Vehicle Charging Stations in Garages.

(i) Applicability. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of “qualifying incentives” for projects involving the construction of a parking garage to include a provision requiring the inclusion of certain features in the garage relating to electric vehicles. The ordinance defines “qualifying incentives” as the provision of incentives or support for the construction of a parking garage in the form of (a) the provision of any City monies or monies controlled by the City including, without limitation, the {00327759-6}

provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, "qualifying incentives" does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to Ohio Revised Code 3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

(ii) Requirement. If the applicability criteria of Ordinance No. 89-2017 are met, then the following requirements shall apply to any parking garage included within the Project: (a) at least one percent of parking spaces, rounding up to the nearest integer, shall be fitted with Level 2 minimum 7.2 kilowatt per hour electric car charging stations; provided that if one percent of parking spaces is less than two parking spaces, the minimum number of parking spaces subject to this clause shall be two parking spaces; and (b) the parking garage's electrical raceway to the electrical supply panel serving the garage shall be capable of providing a minimum of 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer, and the electrical room supplying the garage must have the physical space for an electrical supply panel sufficient to provide 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer.

(P) Certification as to Non-Debarment. Developer represents that neither it nor any of its principals is presently suspended or debarred by any federal, state, or local government agency. In completing the Project, Developer shall not solicit bids from any contractors or subcontractors who are identified as being suspended or debarred by any federal, state, or local government agency. If Developer or any of its principals becomes suspended or debarred by any federal, state, or local government agency during the term of this Agreement, Developer shall be considered in default under this Agreement.

Addendum I  
to  
Additional Requirements Exhibit

City's Prevailing Wage Determination

**REQUEST FOR PROJECT WAGE DETERMINATION**

**DATE RECEIVED:** 10/8/2020

**ORIGINAL ASSIGNED NUMBER:** 2020-211

**DEI USE ONLY**

Fillout and Circle all that Apply Below:

**FUNDING GUIDELINES:**  
(State or Federal)

**RATES THAT APPLY:**  
(Building, Heavy, Highway, Residential)  
Prevailing wage does not apply.

**DECISION NUMBER:** N/A

**MODIFICATIONS:** N/A

**DECISION DATE:** N/A

**EXPIRATION DATE:** N/A

**SUPERSEDES DECISION NUMBER:** N/A

**DETERMINATION BY:**

Name: Dionne Cherry

Title: Contract Compliance Specialist

Date: 10/14/2020

**APPROVED BY:**

*Trisa Wilkerson Hoana*  
INTERIM DEP DIRECTOR, DEPARTMENT OF  
ECONOMIC INCLUSION

**REQUESTING AGENCY OR DEPT:**  
Economic Development

**CONTACT PERSON AND PHONE  
NUMBER:**  
John Reiser ext. 6261

**Requested Date:** 10/08/2020  
**Estimated Advertising Date:** 01/01/2021  
**Estimated Bid Opening Date:** 02/01/2021  
**Estimated Starting Date:** 02/15/2021

**SOURCE AND FUND NUMBER**

<b>CITY</b>	<b>FUND</b> n/a
<b>STATE</b>	<b>FUND</b> n/a
<b>COUNTY</b>	<b>FUND</b> n/a
<b>FEDERAL</b>	<b>FUND</b> n/a

**PROJECT ACCOUNT NUMBER:** n/a

**AMT. OF PUB. FUNDING \$:** 0.00

**TOTAL PROJECT DOLLARS:** 78,408,031

**NAME OF PROJECT**

Liberty & Elm Development

**COMMENTS:**

As described, no direct public funds will be used on the project. Therefore, neither State nor Federal prevailing wage will apply.

Further, local prevailing wage does not apply as the project does not meet the definition of a "Development Agreement" under CMC 321-1-D2(b)(1).

Note: Any changes to the scope, funding or developer on the project, or the failure of the project to start within 90 days of the determination will require revisions to this wage determination.

**TYPE OF WORK**

1. Building	X	2. Heavy	
3. Highway		4. Residential	X
5. Demolition	X		
6. Other			

**PROJECT LOCATION**

The project site consists of 1617 Elm Street, located at the northwest corner of Liberty Street and Elm Street, and 1621 Logan Street, which sits between Logan Street and Central Parkway. The existing building at 1621 Logan Street will be demolished. Two new buildings are proposed on the project site. Once complete, the two buildings will consist of approximately 278 residential units, a 197 space parking garage and 11,000 square feet of commercial space.

**PROJECT FUNDING SOURCE**

No direct funding is being awarded. City incentive is a 5709.41 TIF for a term of 30 years.

**PROJECT SCOPE OF WORK AND BUDGET**

OTR Partner Projects, LLC proposes the development of approximately 278 market-rate residential apartment units, covered parking with one hundred and ninety-seven (197) parking spaces, and eleven thousand (11,000), square feet of commercial space. The project will cost an estimated \$78,408,031.

DEI 217 Form  
REV: 6/12/2017

February 2, 2021

To: Mayor and Members of City Council 202100464

From: Paula Boggs Muething, City Manager

Subject: **DEVELOPMENT AGREEMENT FOR LIBERTY & ELM  
(C VERSION)**

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Attached is an Emergency Ordinance captioned as follows:

**AUTHORIZING** the City Manager to execute a Development Agreement with OTR Project Partners, LLC, pertaining to the development and construction of residential rental units, including certain affordable units, and commercial space at 1617 Elm Street and 1621 Logan Street in the Over-the-Rhine neighborhood of Cincinnati, and providing for City assistance to the project in the form of a rebate of a portion of the service payments in lieu of taxes imposed in connection with a proposed 30-year property tax exemption for improvements pursuant to Ohio Revised Code Section 5709.41, subject to the passage by this Council of a separate ordinance authorizing such tax exemption.

**ADDITIONAL DEAL TERMS – C VERSION**

The Developer will commit to provide for a term of 30 years at least 10% of the newly constructed residential units between 1617 Elm Street and 1621 Logan Street to be rented to tenants with an annual household income not to exceed 80% of Area Median Income.

Additionally, the Developer represents that it or its affiliate will use commercially reasonable efforts to apply for Low Income Housing Tax Credits (LIHTC) from the State of Ohio Housing Finance Agency to support the redevelopment of the historic properties it controls at 212-214 W. Liberty Street and 1711-1713 Elm Street, directly adjacent to the Liberty & Elm project site. If successful, the Developer will construct at least 5% of the aggregate housing units created by the new construction and renovation projects in accordance with all affordability requirements associated with LIHTC funding. Generally speaking, the average income limitations for a LIHTC project must not exceed 60% of Area Median Income.

In order to make the project financially feasible given the reduced cash flows from restricted rents, the Developer has reduced the VTICA contributions that it is willing to make. For years 21 through 30 of the incentive term, the Developer is now willing to make a VTICA contribution equal to the greater of \$65,000 or 5% of the Service Payments for the purpose of funding the maintenance and operations of the streetcar.

This is a modification of the original deal terms, contained in the B Version of this ordinance, where the developer was willing to make a VTICA contribution in years 11-30 equal to the greater of \$90,000 or 7% of the Service Payments for the purpose of funding the maintenance and operations of the streetcar. As further described below, this results in a projected approximately \$800,000 reduction in the cumulative VTICA contributions over the term of the incentive.

### **BACKGROUND/CURRENT CONDITIONS**

Under ordinance 87-2017 passed on May 10, 2017, City Council authorized the City Manager to execute a Property Sale & Development Agreement with W. Liberty & Elm, LLC, an affiliate of Source 3 Development, to construct a mixed-use project at the corners of Liberty and Elm Streets in Over-the-Rhine. The project required the vacation of City-owned right-of-way including portions of Campbell Street and Freeport Alley. Due to financing complications, Source 3 did not proceed with the project and a new development team lead by KEAN Ventures (formerly Fortus Group) and Buckingham Companies acquired the project in early 2018. Since then, the new development team has worked diligently to reimagine the project and improve the overall design. In addition to the original site at 1617 Elm Street, the project will now incorporate the site of the former Boys & Girls Club of Greater Cincinnati, vacant since 2015, at 1621 Logan Street.

### **DEVELOPER INFORMATION**

OTR Partner Projects, LLC is an affiliate between FG OTR 1, LLC (KEAN Ventures), an Ohio company, and BC OTR Cincinnati, LLC (Buckingham Companies), an Indiana company. Together, the partnership is also developing the former Anthem Office Site in the East Walnut Hills neighborhood of Cincinnati where they broke ground in 2020.

### **PROJECT DESCRIPTION**

Developer will first demolish the existing improvements at 1621 Logan Street and subsequently develop a six to seven story residential apartment building with 130 rental units. The newly constructed building at 1617 Elm Street will be a five-story mixed-use development consisting of 148 apartment units, 10,000 square feet of commercial space, and a 220-space structured parking garage. Freeport Alley will also be restored for pedestrian and bicycle use as part of the project. Additionally, the Developer will commit to provide at least 10% of the newly constructed residential units to be rented to tenants with an annual household income not to exceed 80% of Area Median Income. Once completed, monthly rents for the project will range from \$1,400 for a studio apartment to \$2,800 for a four-bedroom unit. Total project cost is estimated to be \$77,000,000.

### **PROPOSED INCENTIVE**

DCED is recommending a Tax Increment Financing (TIF) exemption for the project site pursuant to Ohio Revised Code 5709.41 for a period of 30 years. Following the creation of the project TIF, the City and Developer will enter a Service Agreement



which will require payment of full statutory Service Payments in lieu of real estate taxes. Prior to the rebate of any Service Payments to the Developer, 33% of the Service Payments will be paid to Cincinnati Public Schools, and for tax years 21-30, Developer is willing to make an annual VTICA contribution equal to the greater of \$90,000 or 5% of the Service Payments for the purpose of funding the maintenance and operations of the streetcar, in accordance with Council policy. The proposed VTICA contributions in this C version are projected to total \$650,000 cumulatively over the life of the incentive. As mentioned above, this is a reduction of approximately \$800,000 from the cumulative amount that is projected to be contributed under the B version of this ordinance.

As a material representation for the City to provide this incentive the Developer will contribute \$750,000 to a City-designated third-party organization to be used to develop and preserve affordable housing in the City. Without the project TIF, the Developer is unable to secure the construction financing for the project improvements.

<b>SUMMARY</b>	
<b>Forgone Public Benefit if Project Does not Proceed</b>	
Affordable Housing Contribution ( <b>Forgone</b> )	(\$750,000)
CPS PILOT ( <b>Forgone New Revenue</b> )	(\$10,288,656)
VTICA ( <b>Forgone New Revenue</b> )	(\$650,000)
Income Tax ( <b>Forgone New Revenue</b> )	(\$611,730)
<b>Total Public Benefit Lost</b>	<b>(\$12,300,386)</b>
<b>Incentive Value</b>	
Annual Net Incentive to Developer	\$644,340
<b>Total Term Incentive to Developer</b>	<b>\$19,330,203</b>
<b>City's Portion of Property Taxes Forgone</b>	<b>\$4,023,836</b>
<b>Public Benefit</b>	
Affordable Housing Contribution	<b>\$750,000</b>
CPS PILOT	
Annual CPS Pilot	\$342,955
Total Term CPS PILOT	<b>\$10,288,656</b>
VTICA	
Average Annual VTICA over Term	\$21,667
Total Term VTICA	<b>\$650,000</b>
Income Tax (Max)	<b>\$611,730</b>
<b>Total Public Benefit (CPS PILOT/VTICA /Income Tax)</b>	<b>\$12,300,386</b>
Total Public Benefit ROI	\$0.64
City's ROI	\$3.06

## **RECOMMENDATION**

The Administration recommends approval of this Emergency Ordinance. The project will bring additional housing units, both market rate and affordable units, to the

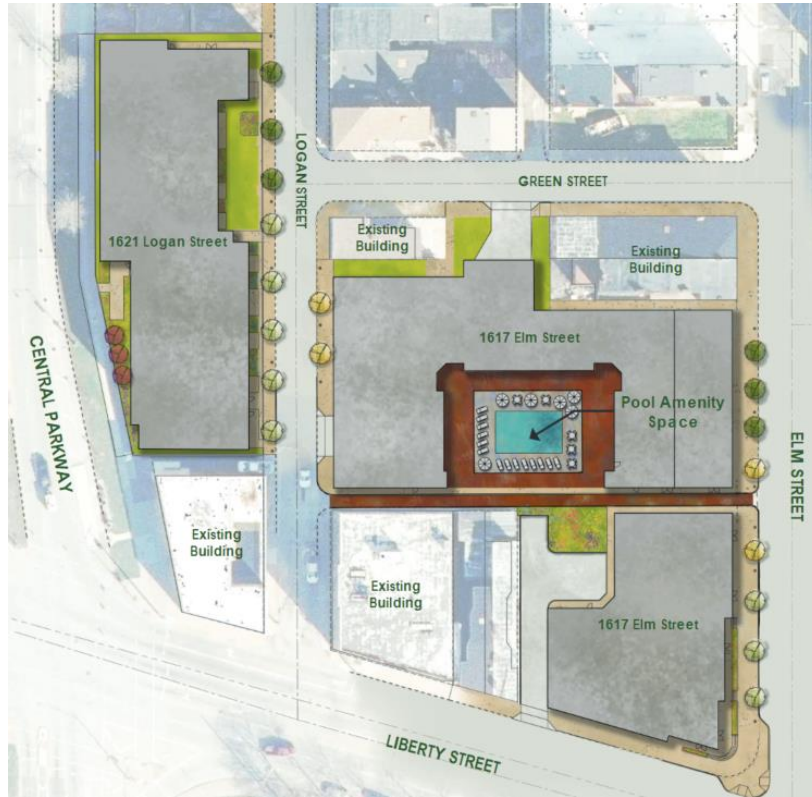
urban core and will add much needed density to northern Over-the-Rhine, specifically on the streetcar line. This development will replace a vacant and underutilized prominent corner in the City and help fill a gap in connectivity between southern and northern Over-the-Rhine. The emergency clause is needed so that the project can meet its construction commencement deadlines.

Attachment: A. Property location and photographs

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

## **Attachment A: Location and Concept Plan**

### *Property Location & Concept Plan*



### *1617 Elm Street – Elevation*





EMERGENCY

City of Cincinnati

KMG/C

BWB

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

- 2021

**AUTHORIZING** the City Manager to execute a *Development Agreement* with OTR Project Partners, LLC, pertaining to the development and construction of residential rental units, including certain affordable units, and commercial space at 1617 Elm Street and 1621 Logan Street in the Over-the-Rhine neighborhood of Cincinnati, and providing for City assistance to the project in the form of a rebate of a portion of the service payments in lieu of taxes imposed in connection with a proposed 30-year property tax exemption for improvements pursuant to Ohio Revised Code Section 5709.41, subject to the passage by this Council of a separate ordinance authorizing such tax exemption.

WHEREAS, OTR Project Partners, LLC (“Developer”) desires to enter into a *Development Agreement* with the City of Cincinnati (the “Development Agreement”) pertaining to the development of 1617 Elm Street and 1621 Logan Street in Cincinnati (the “Project Site”), which development will be comprised of approximately 10,000 square feet of commercial space, 278 residential rental units, at least 10% of which will be Affordable Units (as defined in the Development Agreement), and leased to tenants with a household income not to exceed 80% of the area median income, and structured parking with about 220 parking spaces, at an estimated aggregate development cost of \$77,000,000 (the “Project”); and

WHEREAS, Developer anticipates that the Project will result in (i) the creation of approximately 4 full-time equivalent permanent employees with an annual payroll of approximately \$300,000; and (ii) the creation of approximately 200 temporary employees with an estimated total payroll of \$10,065,000 during the construction period; and

WHEREAS, as further described in the Development Agreement, Developer will contribute \$750,000 to a City-designated third-party organization, which funds must be used to develop and preserve affordable housing in the City; and

WHEREAS, as further described in the Development Agreement, Developer represents that either it or its affiliate will use commercially reasonable efforts to apply for low income housing tax credits and if successful, construct at least 5% of the aggregate units of the Project and the KEAN Redevelopment Project (as defined in the Development Agreement) in accordance with the affordability requirements associated with such low income housing tax credits at the site of the KEAN Redevelopment Project (as defined in the Development Agreement); and

WHEREAS, the City’s Department of Community and Economic Development has recommended a 30-year real property tax exemption for the Project pursuant to Ohio Revised Code Section 5709.41, subject to the passage by this Council of a separate ordinance authorizing such exemption (the “Project TIF” and the “TIF Ordinance,” as applicable); and

WHEREAS, in order to create the Project TIF, the City must have held fee title to the Project Site prior to the enactment of the TIF Ordinance; therefore, pursuant to the Development Agreement: (i) Developer will first sell and convey (or cause to be sold and conveyed) the Project Site to the City for \$1.00; and (ii) immediately thereafter, the City will reconvey the Project Site to Developer (or its affiliate) for \$1.00; and

WHEREAS, upon passage of the TIF Ordinance, Developer desires to enter into a *Service Agreement* with the City, in substantially the form attached as an exhibit to the Development Agreement, pursuant to which Developer will make service payments in lieu of real property taxes; and

WHEREAS, the parties anticipate that the service payments in lieu of taxes will be used: (i) to make payments to the Board of Education of the Cincinnati City School District (the "School Board") under the City's *Tax Incentive Agreement* with the School Board effective as of April 28, 2020; (ii) for the City to maintain and operate the streetcar; (iii) to pay certain administration fees to the Hamilton County, Ohio Auditor and the City; (iv) to make rebate payments to Developer with respect to the Project; and (v) to support urban redevelopment purposes, in each case in the manner and in the respective amounts set forth in the Development Agreement; and

WHEREAS, the City has determined that it is in the best interest of the City to rebate the aforementioned portion of the service payments to Developer because the City will receive substantial economic and non-economic benefits from the Project in that the Project will create jobs, stimulate economic growth in Over-the-Rhine, increase the City's housing stock, and enable the Project Site to be put to its highest and best use, for the benefit of the people of the City; and

WHEREAS, the Project Site is located in the "District 3 – OTR West District Incentive District" TIF district; and

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

WHEREAS, Section 16 of Article VIII of the Ohio Constitution provides that it is in the public interest and a proper public purpose for the City to enhance the availability of adequate housing and to improve the economic and general well-being of the people of the City by providing or assisting in providing housing; and

WHEREAS, the City believes that the Project will promote urban redevelopment in the Over-the-Rhine neighborhood of Cincinnati, is in the vital and best interests of the City and the health, safety, and welfare of its residents, and is in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements; and

WHEREAS, the City Planning Commission approved the City's acquisition and reconveyance of the Project Site at its meeting on October 2, 2020; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a *Development Agreement* with OTR Project Partners, LLC ("Developer"), in substantially the form attached as Attachment A to this ordinance (the "Development Agreement"), pertaining to the development of 1617 Elm Street and 1621 Logan Street in Cincinnati (the "Project Site"), which development will consist of approximately 278 residential rental units, at least 10% of which will be Affordable Units (as defined in the Development Agreement), 10,000 square feet of commercial space, and structured parking with about 220 parking spaces (the "Project"), at an estimated aggregate development cost of \$77,000,000.

Section 2. That, pursuant to the Development Agreement, Council (i) finds that the City is engaging in urban redevelopment; and (ii) authorizes the City to accept title to the Project Site and to promptly thereafter reconvey the same to Developer or its affiliate, in each instance for \$1.00, in order to facilitate the subsequent creation of a real property tax exemption for the Project Site under Ohio Revised Code Section 5709.41.

Section 3. That Council authorizes the appropriate City officials to take all necessary and proper actions to fulfill the terms of this ordinance, the Development Agreement, any and all Project-related documents described in the Development Agreement, and all ancillary agreements, amendments, property deeds, plats, and other documents to create new encumbrances and release existing encumbrances on the title to the Project Site, all as deemed necessary or appropriate by the City Manager.

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 enable the parties to execute the Development Agreement as soon as possible so that Developer can promptly move forward with the Project, thereby creating a significant economic benefit and enhancement to the City at the earliest possible time.

Passed: \_\_\_\_\_, 2021

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

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

Contract No: \_\_\_\_\_

## **DEVELOPMENT AGREEMENT**

*between the*

**CITY OF CINCINNATI,**  
an Ohio municipal corporation

*and*

**OTR PROJECT PARTNERS, LLC,**  
an Ohio limited liability company

Project Name: Liberty and Elm  
(1617 Elm Street and 1621 Logan Street, Cincinnati, Ohio)

Dated: \_\_\_\_\_, 2021

## DEVELOPMENT AGREEMENT (Liberty and Elm)

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into effective as of the Effective Date (as defined on the signature page hereof) between the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"), and **OTR PROJECT PARTNERS, LLC**, an Ohio limited liability company, 14 West 15<sup>th</sup> Street, Cincinnati, Ohio 45202 ("**Developer**"), which is an affiliate of FG OTR 1, LLC, an Ohio limited liability company ("**FG**"), and BC OTR Cincinnati, LLC, an Indiana limited liability company ("**BC**"). **W LIBERTY & ELM, LLC**, an Ohio limited liability company ("**Prior Developer**"), is a party to this Agreement for the exclusive purpose of acknowledging and agreeing to the termination of the PSDA (as defined below) and Section 3(K).

### Recitals:

A. Developer is in the process of acquiring 1617 Elm Street and 1621 Logan Street, Cincinnati, Ohio 45202, which currently includes a vacant lot, abandoned right-of-way, and an existing recreational building, as more particularly described in Exhibit A-1 (*Site Plan; Legal Description; Parcel List*) hereto (the "**Property**").

B. The City and Prior Developer are parties to that certain *Property Sale and Development Agreement* dated March 12, 2018 (the "**PSDA**").

C. The portion of the Property consisting of former public rights-of-way, known as Freeport Alley, between Logan Street and Elm Street, and a portion of Campbell Street, between Green Street and Freeport Alley, near the northwest corner of W. Liberty Street and Elm Street in Over-the-Rhine, as depicted on Exhibit A-2 (*Sale Property*) hereto (the "**Sale Property**"), was previously owned by the City and under the management and control of the City's Department of Transportation and Engineering ("**DOT**") and is the continued subject of certain repurchase rights, as more fully described herein.

D. Developer intends to demolish the existing improvements on the Property and to build approximately 278 residential rental units, which includes the Affordable Units (as defined below), approximately 10,000 square feet of commercial space, structured parking with about 220 parking spaces, the Public Improvements (as defined below) that include restoring Freeport Alley for pedestrian and bicycle use, and construct other related improvements at a total estimated project cost of \$77,000,000, all as more particularly described on Exhibit B (*Scope of Work, Budget and Source of Funds*) hereto (collectively, the "**Project**").

E. The City's Real Estate Services Division previously determined, by professional appraisal, that the approximate fair market value of the Sale Property was, at the time of its sale to the Prior Developer, \$35,300; however, the City is agreeable to using up to \$29,736.72 (such amount being the purchase price less the City's closing costs) to reimburse Developer for costs incurred by Developer in constructing public improvements within the adjacent public rights-of-way in connection with the Project (the "**Public Improvements**").

F. The Project is expected to be substantially completed by December 1, 2023 (the "**Completion Deadline**"). Developer has estimated that the Project will result in approximately 200 full-time temporary construction jobs with a total payroll of \$10,065,000, together with approximately 4 full-time permanent jobs upon completion with an estimated annual payroll of approximately \$300,000.

G. In furtherance of the City's urban redevelopment goals, the City intends to provide an incentive to facilitate the creation of housing units and jobs within the City limits. Namely, the City intends to exempt improvements to the Property from real estate taxation under Section 5709.41 of the Ohio Revised Code for 30 years by ordinance (the "**TIF Exemption**" and the "**TIF Ordinance**", respectively), whereby (a) Developer will pay (or cause to be paid) statutory service payments ("**Service Payments**") to the Hamilton County Treasurer, pursuant to a service agreement to be entered into by and between the City and Developer following the Effective Date, which shall be substantially in the form of Exhibit C (*Form of Service Agreement*) hereto (the "**Service Agreement**"), in the same manner and amount as real {00327759-7}

property taxes on the Property would be paid had the project-based TIF Exemption not been established, and (b) the Service Payments, less applicable Hamilton County Auditor fees, will be distributed by the Hamilton County Treasurer to the City and placed in Fund No. 763, Urban Redevelopment Tax Increment Equivalent Fund II, established by Cincinnati City Council Ord. No. 217-2015.

H. Developer anticipates that future development, improvements, amenities and organizations will contribute to the quality and vitality of Over-the-Rhine, 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 Over-the-Rhine. Although this feedback effect will promote the revitalization and redevelopment of the City, it could also impact the affordability of property in the area. Developer acknowledges that there is a critical need for funding within the City for the preservation and development of quality affordable housing. Therefore, with the intention of preserving developing, and improving the availability of quality, reliable affordable housing on a City-wide basis, on or before the on the date of closing for the construction financing for the Project (the "**Financial Closing Date**"), Developer will contribute \$750,000 (the "**Affordable Housing Contribution**") to a City-designated third-party organization (the "**Affordable Housing Organization**"), which funds the Affordable Housing Organization will be obligated by Developer to use the Affordable Housing Contribution to develop and preserve affordable housing in the City.

I. Developer anticipates that either it or its affiliate will redevelop the buildings located at 212-214 W. Liberty Street and/or 1711-1713 Elm Street, Cincinnati, Ohio 45202 (the "**KEAN Redevelopment Project**"). Developer represents that either it or its affiliate will use commercially reasonable efforts to apply for low income housing tax credits, either through the State of Ohio's FHAct50 Program or another State of Ohio program (the "**State Affordable Housing Tax Credits**") for the KEAN Redevelopment Project. In the event that Developer or its affiliate receives the State Affordable Housing Tax Credits for the KEAN Redevelopment Project, then at least 5% of the aggregate housing units created by the Project and the KEAN Redevelopment Project will be constructed by Developer or its affiliate as part of the KEAN Redevelopment Project in accordance with any and all of the affordability requirements associated with the State Affordable Housing Tax Credits. For the avoidance of doubt, nothing in this Recital I shall be binding upon an assignee of Developer's rights hereunder unless such assignee or its affiliate undertakes the KEAN Redevelopment Project. The parties acknowledge and agree that any affordable housing units constructed by Developer or its affiliate in connection with the KEAN Redevelopment Project in excess of those funded by the State Affordable Housing Tax Credits will likely require, and is contingent upon, additional funding, and any additional City funding is subject to further approvals, including legislative approvals, by the City.

J. City Council passed Motion No. 201401368 on November 19, 2014 and Motion No. 201501592 on December 16, 2015 (the "**VTICA Motions**"), which VTICA Motions (i) direct the Department of Community and Economic Development ("**DCED**") to treat contributions by developers in the vicinity of the streetcar project to streetcar operations ("**VTICA**") to be a major factor in its analysis of the appropriateness of providing tax incentives to the developers' projects, and (ii) establish that a contribution of at least 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement is the threshold for whether such a contribution is to be considered by DCED. Due to financial constraints of the Project, for tax years 21-30 of the TIF Exemption, Developer is willing to make a VTICA contribution equal to the greater of \$65,000 or 5% of the Service Payments (as defined below) for the purpose of funding the maintenance and operations of the streetcar given the value that the streetcar provides to the Project (collectively, the "**VTICA Contributions**"). DCED nonetheless believes that, on balance, the Project merits the assistance described in this Agreement because of the aggregate value of the VTICA Contributions, the scale and significance of the investment in the Property and the transformative nature of the Project, and the impact that a continuous 15% contribution would have on the Project's feasibility. To facilitate the VTICA Contributions in as convenient a manner as possible, the City will withhold the VTICA Contributions from the Service Payments and to direct them appropriately in accordance with this Agreement.

K. Prior to any rebate of Service Payments to Developer as described herein, (i) a portion of the applicable Service Payments will be retained by the Hamilton County, Ohio Auditor as a fee, (ii) 33% of the applicable Service Payment will be paid to the Board of Education of the Cincinnati City School {00327759-7}

District (the "**School Board**") to satisfy the City's obligations with respect to the Project under that certain Tax Incentive Agreement by and between the City and the School Board effective as of April 28, 2020, as the same may be hereafter amended, modified, and restated (the "**School Board Payments**"), (iii) the City will retain the fees described in Section 11(B) of this Agreement, and (iv) the City will retain the VTICA Contribution, if applicable. The proceeds of any Service Payment actually received by the City with respect to the Property, net of the payments described in clauses (i) through (iv), are referred to in this Agreement as the "**Rebate Payments**". Subject to the terms and conditions of this Agreement, during years 1 through 30 of the TIF Exemption, the City will provide the Rebate Payments to Developer.

L. In order to create a project-based TIF Exemption for the Project under Section 5709.41 of the Ohio Revised Code, the City must have held fee title to the Property prior to the enactment of the TIF Ordinance. Accordingly, Developer will convey fee title to the Property to the City for \$1.00 at Closing (as defined below), and the City will immediately re-convey the Property to Developer or its Affiliate (as defined below) thereafter for \$1.00, in each case on, and subject to, the terms of this Agreement.

M. The City has determined that re-conveying the Property to Developer or Developer's Affiliate for \$1.00 is appropriate because the City will receive the Property for the same amount, and the conveyance of the Property back to Developer or its Affiliate is necessary to facilitate the Project.

N. The City has determined that eliminating competitive bidding in connection with the re-conveyance of the Property to Developer or its Affiliate is appropriate because Developer's willingness to initially convey the Property to the City is contingent upon the City's agreement to promptly re-convey the Property to Developer or its Affiliate and to no other party.

O. The Property is currently included in the tax increment financing ("**TIF**") district known as District 3 – OTR West District Incentive District (the "**OTR West TIF District**"). The City will "layer" the exemption provided pursuant to the TIF Ordinance over the OTR West TIF District, as it does not intend to remove the Property from the OTR West TIF District.

P. As used herein, the term "**Project Documents**" means, collectively, this Agreement, the Service Agreement, the Completion Guaranty (as defined below), the Indemnity Agreement (as defined below), and any and all other agreements pertaining to the Project entered into by the City, on the one hand, and Developer, on the other hand, or any instruments or other documents pertaining to the Project made by the City in favor of Developer or by Developer in favor of the City.

Q. 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.

R. Section 16 of Article VIII of the Ohio Constitution provides that, to enhance the availability of adequate housing in the state and to improve the economic and general welfare of the people of the state, it is in the public interest and a proper public purpose for the state or its political subdivisions, directly or through a public authority, agency, or instrumentality, to provide grants, loans or other financial assistance for housing in the state, for individuals and families, by the acquisition, financing, construction, leasing, rehabilitation, remodeling, improvement, or equipping of publicly- or privately-owned housing.

S. The City, upon recommendation of DCED, believes that the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements and for this reason the City desires to facilitate the Project by providing the Rebate Payments as described herein and in the Service Agreement.

T. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the re-conveyance of the Property to Developer in connection with the Project at its meeting on October 2, 2020.

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U. The execution of this Agreement and the other Project Documents, as applicable, was authorized by Cincinnati City Council by Ordinance No. [\_\_\_\_], passed by Cincinnati City Council on [\_\_\_\_]. Notwithstanding anything to the contrary in this Agreement, the parties' obligations hereunder are conditioned upon the passage of the TIF Ordinance.

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

**1. DUE DILIGENCE INVESTIGATIONS.**

(A) Developer's Delivery of Due Diligence Materials to the City. Following the Effective Date and at such time as such documents become available, Developer, at its sole expense, shall obtain and deliver (or cause to be obtained and delivered) to the City the following items:

- (i) *Title:* A copy of Developer's Owner's Policy of Title Insurance or other evidence satisfactory to the City showing that Developer owns good and marketable fee simple title to the Property;
- (ii) *Survey:* An ALTA survey of the Property showing all easements and other matters of record that can be shown on a survey;
- (iii) *Site Plan:* A detailed site plan showing the proposed location of the Project and approved by DOTE and DCED;
- (iv) *Appraisal:* A projected "as built" appraisal of the Project (but only if such an appraisal is required by Developer's lender);
- (v) *Construction Schedules:* A detailed construction timeline showing significant construction milestones;
- (vi) *Budget:* A detailed and updated development budget for the Project;
- (vii) *KEAN Redevelopment Project Update:* an update on Developer's or its affiliate's progress in obtaining the State Affordable Housing Tax Credits for the KEAN Redevelopment Project;
- (viii) *Guaranty:* Evidence satisfactory to the City that the Guarantor (as defined below) has sufficient assets and liquidity in the event that the City seeks payment under the Completion Guaranty or the Indemnity Agreement, in accordance with the terms thereof; and
- (ix) *Environmental:* A copy of whatever environmental reports Developer and Developer may obtain in connection with the Project, including, at a minimum, in addition to the Phase I and Phase II environmental site assessments Developer has provided, such other evidence and documentation as is deemed necessary or desirable by the City's Office of Environment and Sustainability to confirm that environmental conditions on the site are adequate for the City to take title, and such agreements or other documentation as may be necessary to provide the City with the legal right to rely on any applicable environmental reports; and
- (x) *Financing:* Evidence satisfactory to the City that Developer has or has obtained sufficient financial resources in order to commence and complete the Project.

(B) Contingency for City's Satisfaction with Due Diligence Investigations. All reports and the like obtained by Developer from third parties and delivered (or caused to be delivered) to the City shall be recent (i.e., prepared or updated, as the case may be, within three (3) months preceding the date that the item is delivered to the City or such longer period of time as the City may, in its sole discretion, deem reasonable) and shall be prepared by properly licensed and qualified companies or individuals acceptable to the City. In addition to the above due diligence items, the parties may conduct whatever additional investigations concerning the Project as they deem necessary, including without limitation investigations into the feasibility and likelihood of Developer obtaining all building, zoning and other approvals from the Department of Buildings and Inspections, the City Planning Commission, and any other applicable City departments, agencies or boards. If, during or at the conclusion of the due diligence investigations, any party reasonably determines that any part of the Project is not feasible, then, notwithstanding anything in this Agreement to the contrary, such party may terminate this Agreement by giving the other party written notice thereof, whereupon this Agreement shall terminate and neither party shall thereafter have any

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rights or obligations hereunder except as may expressly survive termination. Notwithstanding Section 7 hereof, unless otherwise directed by the DCED Director, Developer shall deliver (or cause to be delivered) all due diligence materials to be provided to the City under this Agreement to the DCED Director (for review by DCED and other City departments as deemed necessary or appropriate by DCED) and shall generally coordinate all aspects of the Project (as they relate to the City) through DCED. Upon Closing, the termination rights of the parties under this Section 1(B) shall automatically terminate and thereafter shall be null and void.

## **2. CLOSING.**

(A) **Closing Date.** The closing of the transactions described in this Section 2 (the “**Closing**”) is anticipated to take place on the date that is approximately two months following the Effective Date, or such other date as the parties may agree upon (the “**Closing Date**”); *provided, however* that the Closing shall occur prior to the passage of the TIF Ordinance. It is the intention of the parties that all of the transactions contemplated in this Section 2 will occur on the same date in as immediate of a sequence as is possible. The occurrence of the Closing is subject to (i) the parties’ satisfaction with the various due diligence matters described in Section 1 above, and (ii) the prior execution and delivery to the City of the Service Agreement and each of the other Project Documents.

(B) **Initial Conveyance.** On the Closing Date, Developer shall transfer title to the Property to the City for \$1.00 (the “**Initial Conveyance**”) by Quitclaim Deed in substantially the form of Exhibit D-1 (Form of Quitclaim Deed - Initial Conveyance) hereto. Developer shall pay all customary closing costs relating to the Initial Conveyance (e.g., County transfer tax and County recording fees). The City agrees to neither make, nor permit to be made, any material changes to the condition of the Property or the title thereto during the period in which it owns the Property, which the parties intend to be for as short a period as practicable. During the period in which the City owns the Property, Developer, and its employees and agents, are permitted to enter upon the Property for the purpose of conducting activities associated with the Project at no cost to the City, provided that such entry shall be at the sole risk of Developer, its employees and agents, and provided, further, for the avoidance of doubt, that the activities described in this sentence are subject to the indemnification provision in Sections 3(H) and 5(C) of this Agreement.

(C) **City Conveyance.** Immediately following the Initial Conveyance, the City shall re-convey the Property to Developer or its Affiliate for \$1.00 (the “**City Conveyance**”), by a Quitclaim Deed in substantially the form of Exhibit D-2 (Form of Quitclaim Deed – City Conveyance) hereto. Developer shall pay all customary closing costs relating to the City Conveyance (e.g., County transfer tax and County recording fees). The deed effecting the Initial Conveyance shall be recorded prior to the deed effecting the City Conveyance.

(D) **Miscellaneous Closing Provisions.** 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 related to the Property to the City. There shall be no proration of real estate taxes and assessments at Closing, and it is understood that the City shall in no way be responsible for the payment of any real estate taxes, service payments in lieu of taxes and assessments due or thereafter becoming due. At Closing, the City and Developer shall execute a closing statement, County exempt transfer forms and any and all other customary closing documents that may be deemed necessary for the Closing by the City.

## **3. COMPLETION OF THE PROJECT.**

(A) **Preparation of Plans and Specifications.** Promptly following the Effective Date, Developer shall prepare plans and specifications for the Project and shall submit the same to DCED for review and approval; *provided* that DCED may only withhold approval if such plans and specifications (i) materially reduce or diminish the size, scope, quality, or site plan of the Project, (ii) could reasonably be expected to materially reduce the projected hard construction cost of the Project, or (iii) are otherwise inconsistent with zoning laws or any planned development approved by City Council with respect to the Project or are materially inconsistent with Exhibit B, in each case as determined in DCED’s judgment, exercised in good faith. The approved plans and specifications for the Project (including any and all changes thereto, {00327759-7}

subject to the City's review and approval solely on the criteria provided in the immediately preceding sentence) are referred to herein as the "**Final Plans**" with respect to the Project.

(B) Construction Bids. Following Closing, Developer shall obtain construction bids for the Project. Upon Developer's selection of the bids, Developer shall submit to the City an updated construction budget for the Project.

(C) Completion and Commencement of Construction. Developer shall (i)(a) apply for and receive the required building permits from the City's Department of Buildings and Inspections for construction of the Project and (b) Developer shall commence construction of the Project in accordance with the Final Plans no later than June 30, 2021 (the "**Commencement Deadline**") and (ii) complete construction of the Project in substantial accordance with the Final Plans, as determined by the City in good faith, no later the Completion Deadline. The foregoing notwithstanding, the City may, upon Developer's written request and at the City's sole discretion, permit the Commencement Deadline and the Completion Deadline to each be extended twice in six (6) month increments.

(D) Completion Guaranty. The City acknowledges and agrees that Developer is undertaking the Project during the COVID-19 global pandemic and for that sole reason, the City agrees to delay the delivery of the Completion Guaranty from the date of Closing to the Financial Closing Date. On or before the Financial Closing Date, Developer shall cause one or more affiliates of Developer acceptable to the City ("**Guarantor**"), to execute a *Completion Guaranty* which shall be in substantially the form of Exhibit E (Form of Completion Guaranty) hereto (a "**Completion Guaranty**").

(E) Inspection of Work. During construction of the Project, the City, its employees and agents shall have the right at all reasonable times, and upon reasonable notice, to enter upon the construction site to examine and inspect the progress of construction to determine whether Developer is complying with the requirements of this Agreement.

(F) Mechanics Liens. Developer shall not permit any mechanics' or other liens to be filed against the Property during construction. If a mechanics' lien shall at any time be filed, Developer shall within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record. Notwithstanding the foregoing, Developer may contest the validity of any claim or demand in good faith and in accordance with such rights to contest as may be permitted by Developer's construction lender and with diligence and continuity to the City's reasonable satisfaction.

(G) Barricade Fees Payable to DOTE. Developer acknowledges that, if applicable, (i) it will be required to obtain a barricade permit and pay barricade fees to DOTE for the closure of any sidewalks and curb lanes of the adjacent streets if and when demolition or construction necessitates closing the adjoining streets or portions thereof, and (ii) with many entities competing for space on City streets, it is important that construction activities be limited to as little space and the shortest duration as possible and that all work be scheduled and performed to cause the least interruption to vehicular travel, bicyclists, pedestrians and businesses; therefore, DOTE shall have the right to evaluate Developer's need for a barricade throughout construction and, if at any time after consultation with Developer DOTE determines that a barricade is not needed, DOTE shall have the right to withdraw the permit.

(H) Environmental Indemnity. As a material inducement to the City to enter into this Agreement, Developer does hereby agree that, with respect to any environmental condition on or otherwise affecting the Property that exists at or prior to the time of the City's execution of this Agreement (herein, a "pre-existing environmental condition"), and regardless of whether or not such pre-existing environmental condition is described in any environmental assessment or any other environmental report that may have been previously furnished by Developer to the City, Developer shall (i) at no expense to the City, promptly take all steps necessary to remediate such pre-existing environmental condition in accordance with applicable laws and regulations, within a reasonable time after discovery, to the satisfaction of the City's Office of Environment and Sustainability, and (ii) defend, indemnify, and hold the City harmless from and against any and all actions, suits, claims, losses, costs (including without limitation reasonable attorneys' fees), demands, judgments, liability and damages suffered or incurred by or asserted against the City as a result of or arising from any such pre-existing environmental condition.

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Developer's remediation and indemnity obligations under this paragraph shall survive the completion of the Project.

(I) Parking Requirements. If Developer holds out parking to the general public in the parking garage portion of the Project, then Developer agrees to incorporate the following technology within such parking garage at Developer's sole cost and expense: (i) real-time data tracking regarding total parking space capacity, available to the City for publication online and compatible with other City garage inventory tracking systems, and which may include electronic signage at one or more entrances, as deemed appropriate by DCED, indicating available parking and (ii) a ticketing and payment system compatible with leading enterprise software providers including specifications such as public application program interface, open data, and open source code. Developer agrees to cooperate in good faith with DCED in incorporating other parking technology in the parking garage from time to time.

(J) Termination of Existing Property Sale and Development Agreement; Maintenance of Sale Property. In order to provide for the orderly development of the Property, the PSDA is hereby terminated as of the Effective Date. Developer, as part of its obligations under this Agreement, agrees to perform the following obligations that were formerly the obligations of the Prior Developer under the PSDA:

(i) *Maintenance of Sale Property Prior to Construction:* Prior to commencement of construction of the Project, Developer, at no expense to the City, shall maintain the Sale Property in a safe and presentable condition, including keeping the site reasonably free of debris and unsightly materials;

(ii) *Salvage:* During construction, Developer shall salvage all bricks and granite curb. Developer shall re-use the material in the right-of-way. Developer shall deliver all excess materials to the City's Mill Creek yard as directed by DOTE;

(iii) *Design:* Developer shall obtain DOTE's final approval of its proposed site plan for the Public Improvements. Developer shall work with DOTE on streetscape around the site (trees, lights, meters, conduit, signs, scoring pattern, etc.). Developer shall close off Campbell Street, at Green Street, with a curb and sidewalk. Developer acknowledges that if sidewalks are replaced, DOTE shall require granite curbs. Developer acknowledges that its improvements to Freeport Alley may be required to comply with the Americans With Disabilities Act (ADA);

(iv) *Utility Poles:* Developer shall take all steps necessary, and shall coordinate with DOTE and Duke to discontinue Duke's charges to the City for electricity for the existing light on the wood pole; and

(v) *Street Opening Permit:* Developer's licensed street contractor shall obtain a DOTE street opening permit before working in the right-of-way. All Public Improvements must be built to City standards, policies and guidelines. Application for permits may be made at City Hall, Room 425. Two sets of plan drawings must accompany the permit application.

(K) Failure to Commence Construction – City's Right to Repurchase. If Developer fails to commence on-site construction by the Commencement Deadline, the City shall have the right (exercisable by written notice) to require Developer (or Prior Developer, if the Developer has not acquired the Property) to re-convey the Sale Property to the City. If the City elects to re-purchase the Sale Property, the reconveyance shall take place on the date specified in the City's notice (not to exceed ninety (90) days after the date of the City's notice). On the date of reconveyance: (i) the City shall refund the net sales proceeds to Developer (less the amount of any loan or grant provided by the City to Developer under this Agreement, and less the amount retained by the City to pay for services rendered by the City's Real Estate Services Division in connection with the PSDA and other costs incurred by the City in connection with the sale) (or, if the Developer has not acquired the Property from the Prior Developer, then to the Prior Developer); (ii) Developer (or Prior Developer, as applicable) shall reconvey the Sale Property (including any and all improvements) to the City in the same condition as presently exists, reasonable wear and tear and damage by the elements excepted (and under no circumstances shall the City be required to pay for the value of any improvements made by Developer or Prior Developer

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to the Sale Property); (iii) Developer (or Prior Developer, as applicable) shall convey marketable title to the Sale Property to the City by limited warranty deed, free and clear of all liens and encumbrances; (iv) Developer shall pay all customary closing costs associated with such reconveyance (e.g., conveyance fees, transfer tax, recording fees) such that the City shall not be required to come up with any funds for the re-conveyance; and (v) real estate taxes and assessments shall be prorated as of the date of the reconveyance. The provisions of this paragraph are reflected in the original deed of conveyance of the Sale Property from the City to the Prior Developer. Prior Developer and Developer each acknowledges the foregoing, and that the repurchase right continues to affect the Sale Property as a requirement of this Agreement and regardless of the termination of the PSDA. On or before the Effective Date, the Prior Developer will execute and record against the Sale Property the acknowledgment set forth in Exhibit G (*Prior Developer's Acknowledgment of Repurchase Right*) hereto. Upon acquisition of the Property, the Developer will execute and record against the Sale Property the acknowledgment set forth in Exhibit H (*Developer's Acknowledgment of Repurchase Right*) hereto.

(L) Affordable Units. At least 10% of the residential units at the Property will be leased to a tenant making an annual household income not to exceed 80% of the area median income, as further described in Exhibit B (the "**Affordable Units**").

#### **4. CITY ASSISTANCE.**

(A) Rebate Payments. Subject to Developer's compliance with the terms and conditions of this Agreement and all other Project Documents, the City shall apply the proceeds of the Service Payments other than the Rebate Payments as described in Recital K of this Agreement, and shall distribute 100% of the Rebate Payments with respect to years 1 through 30 of the TIF Exemption to Developer, and (ii) any Service Payments retained by the City may be used by the City for such purposes as are authorized in the TIF Ordinance and this Agreement. Developer acknowledges and agrees that (x) Developer will not receive any Rebate Payments other than with respect to tax years falling within the TIF Exemption that are actually made in accordance with the Service Agreement and are actually received by the City, and (y) notwithstanding anything to the contrary in this Agreement or any other Project Document, (1) Developer shall not have any right or standing to dispute or contest the City's use of the Service Payments it retains in accordance with this Agreement and the TIF Ordinance, and Developer hereby expressly waives any such right or standing and (2) as it respects Developer, any description of what the City may or may not do with the Service Payments, including any description in this Agreement and the TIF Ordinance, is for informational purposes only and is not enforceable by Developer at law or in equity, whether as a taxpayer, as a party to this Agreement, or otherwise. The City shall endeavor to make each applicable Rebate Payment as soon as is practicable upon receipt of the proceeds of each Service Payment (which the City acknowledges will generally occur not later than 45 business days following its receipt of the settlement pertaining to such Service Payment from the Hamilton County, Ohio Treasurer).

(B) City Funding for Public Improvements. The parties acknowledge that, as part of the Project, Developer shall be constructing Public Improvements within the adjacent public rights-of-way, all of which must be in accordance with DOTE requirements. Provided Developer satisfies the conditions for disbursement set forth in Exhibit F (*Disbursement of Funds*) hereto, the City intends to make a portion of the net sales proceeds received by the City from the closing of the Sale Property (i.e., the gross sales proceeds, less amounts retained by the City to pay for services rendered by the City's Real Estate Services Division in connection with the PSDA and other costs incurred by the City in connection with the sale) available to Developer to help pay for costs incurred by Developer in constructing the Public Improvements, such amount being \$29,736.72 as of the Effective Date.

(C) No Other City Assistance. Except for the City's agreement to provide the Rebate Payments, as described in this Agreement and the Service Agreement (as applicable), the City shall not be responsible for any costs associated with the Project.

#### **5. INSURANCE; INDEMNITY.**

(A) Insurance during Construction. From the time that construction associated with the Project commences, until such time as all construction work associated with the Project has been completed,

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Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$5,000,000 per occurrence, combined single limit/\$5,000,000 aggregate, naming the City as an additional insured with respect to the Project, (ii) builder's risk insurance in the amount of one-hundred percent (100%) of the value of the improvements constructed as part of the Project, (iii) worker's compensation insurance in such amount as required by law, and (iv) all insurance as may be required by Developer's construction lenders, if any. Developer's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least thirty (30) days prior written notice to the City. Prior to commencement of construction of the Project, Developer shall send proof of all such insurance to the City at 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, Attention: Monitoring and Compliance Division, or such other address as may be specified by the City from time to time; *provided* that if the City requests an additional insured endorsement with respect to the Commercial General Liability insurance described above, Developer shall have 6 months following the date of the City's request to obtain such an endorsement from its insurer and provide the original endorsement to the City.

(B) Waiver of Subrogation. Developer hereby waives all claims and rights of recovery, and on behalf of Developer's insurers, rights of subrogation, against the City, its employees, agents, contractors and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by Developer, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors or subcontractors; it being the agreement of the parties that Developer shall at all times protect itself against such loss or damage by maintaining adequate insurance. Developer shall cause its property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.

(C) Indemnity. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, (i) Developer shall defend, indemnify and hold the City, its officers, council members, employees and agents (collectively, the "**Indemnified Parties**") harmless from and against any and all Claims (as defined below) suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of Developer and its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at its request in connection with the Project, and (ii) Developer shall defend, indemnify and hold the Indemnified Parties harmless from and against any and all Claims as a result of or arising from the City's involvement in the Initial Conveyance and the City Conveyance, including the City's ownership of the Property during the period between the Initial Conveyance and the City Conveyance. Further, Developer shall cause the Guarantor to execute an Indemnity Agreement in a form acceptable to the City prior to Closing (the "**Indemnity Agreement**") whereby the Guarantor agrees to defend, indemnify and hold the Indemnified Parties harmless with respect to Claims described in the preceding clause (ii). The obligations of Developer under this paragraph shall survive termination of the Agreement with respect to Claims suffered, incurred, asserted or arising prior to the date of termination. As used herein, "**Claims**" means, collectively, any and all actions, suits, claims, losses, costs (including without limitation attorneys' fees), demands, judgments, liability and damages.

(D) Casualty; Eminent Domain - Public Improvements. If the improvements in the Sale Property are damaged or destroyed by fire or other casualty during construction, or if any portion of the Sale Property is taken by exercise of eminent domain (federal, state or local), Developer shall repair and restore the affected property, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which the Sale Property was in immediately prior to such occurrence. To the extent the City's participation is required, the City and Developer shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. If the proceeds are insufficient to fully repair and restore the affected Sale Property, the City shall not be required to make up the deficiency. Developer shall handle all construction of the Public Improvements in accordance with the applicable requirements set forth herein, including without limitation obtaining the City's approval of the plans and specifications if they deviate from the original City-approved plans. Developer shall not be relieved of any obligations with respect to the Sale Property, financial or otherwise,

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under this Agreement during any period in which the Sale Property is being repaired or restored, except that the Completion Date with respect to the Public Improvements may be extended if necessary. Unless otherwise required by DOTE in connection with DOTE's review and approval of Developer's plans and specifications pertaining to the Public Improvements under this Agreement, Developer shall have no on-going obligation to maintain the Public Improvements following completion of construction.

## **6. DEFAULT; REMEDIES.**

(A) Default. The occurrence of any of the following shall be an "event of default" under this Agreement:

(i) Prior to the expiration of the TIF Exemption:

(a) the dissolution of Developer or Guarantor (during the term of the Guaranty), the filing of any bankruptcy or insolvency proceedings by Developer or Guarantor (during the term of the Guaranty), or the making by Developer or Guarantor (during the term of the Guaranty) of an assignment for the benefit of creditors, or

(b) the filing of any bankruptcy or insolvency proceedings by or against Developer or Guarantor (during the term of the Guaranty), the appointment of a receiver (temporary or permanent) for any such entity or person, the attachment of, levy upon, or seizure by legal process of any property of any such entity or person, or the insolvency of any such entity or person, unless such appointment, attachment, levy, seizure or insolvency is cured, dismissed or otherwise resolved to the City's satisfaction within sixty (60) days following the date thereof; or

(ii) The occurrence of a Specified Default (as defined below), or a failure of Developer to perform or observe any obligation, duty, or responsibility under this Agreement or any other Project Document (provided that a failure of the Guarantor to perform under the Completion Guaranty or the Indemnity Agreement shall be deemed a failure of Developer to perform under this Agreement), and failure by the defaulting party to correct such default within thirty (30) days after the receipt by Developer of written notice thereof from the City (the "Cure Period"), other than a Payment Default (as described below), in which case there shall be a Cure Period of 5 business days after the defaulting party's receipt of written notice thereof from the City; *provided, however*, that if the nature of the default (other than a Payment Default) is such that it cannot reasonably be cured during the Cure Period, Developer shall not be in default under this Agreement so long as the defaulting party commences to cure the default within such Cure Period and thereafter diligently completes such cure within sixty (60) days after receipt of the City's initial notice of default. Notwithstanding the foregoing, if Developer's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City in good faith, an event of default shall be deemed to have occurred if the defaulting party fails to take reasonable corrective action immediately upon discovering such dangerous condition or emergency. As used in this section, "Specified Default" means the occurrence of any of the following:

- (a) Payment Default. Any Service Payment is not made when due under the Service Agreement, subject to the 5-day Cure Period described above (a "Payment Default"). Developer acknowledges that time is of the essence with respect to the making of each Service Payment and that delays in the making of a Service Payment may result in a delay in the City's ability to make Rebate Payments.
- (b) Development Default. Developer (1) fails to comply with Section 3 of this Agreement or (2) abandons the Project, including without limitation the Project is vacated, demolished, and/or abandoned.
- (c) Misrepresentation. Any representation, warranty or certification of Developer made in connection with this Agreement, any other Project



Document, or the Affordable Housing Contribution, shall prove to have been false or materially misleading when made.

(B) **Remedies.** Upon the occurrence of an event of default under this Agreement which is not cured or corrected within any applicable Cure Period, the City shall be entitled to (i) terminate this Agreement with respect to a defaulting party by giving the defaulting party written notice thereof, (ii) take such actions in the way of "self help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such event of default, all at the sole expense of the defaulting party, (iii) withhold Rebate Payments until such default or defaults are cured (it being acknowledged and agreed by Developer that any Rebate Payments withheld by the City pursuant to this clause for a period longer than 12 months shall be deemed forfeit by Developer and the City shall be entitled to retain such Service Payments with respect to which Developer has no right or interest), and (iv) exercise any and all other rights and remedies under this Agreement or available at law or in equity, including without limitation pursuing an action for specific performance. The defaulting party shall be liable for all costs and damages, including without limitation attorneys' fees, suffered or incurred by the City as a result of a default or event of default under this Agreement or the City's termination of this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty, or to pursue any remedy, under this Agreement or any other Project Document shall not constitute a waiver of the breach of such covenant or of such remedy.

7. **NOTICES.** All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by Federal Express, UPS or other recognized overnight courier, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:  
City Manager  
City of Cincinnati  
801 Plum Street  
Cincinnati, OH 45202

To Developer:  
OTR Project Partners, LLC  
14 West 15<sup>th</sup> Street  
Cincinnati, OH 45202

With a copy to:

Director, Dept. of Community and  
Economic Development  
City of Cincinnati  
805 Central Avenue, Suite 700  
Cincinnati, OH 45202

Notwithstanding anything to the contrary herein, if Developer sends a notice to the City alleging that the City is in default under this Agreement or any other Project Document, 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.

8. **REPRESENTATIONS, WARRANTIES, AND COVENANTS.** Developer makes the following representations, warranties and covenants to the City as follows:

(A) Developer is a limited liability company duly organized and validly existing under the laws of the State of Ohio, is qualified to conduct business in the State of Ohio, has properly filed all certificates and reports required to be filed by it in order to have the right to conduct its business under the laws of the State of Ohio, and is not in violation of any laws of the State of Ohio relevant to the transactions contemplated by this Agreement.

(B) 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

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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.

(C) 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 in any manner relevant to the transactions contemplated by this Agreement or which may in any way affect Developer's ability to perform its obligations under this Agreement or the other Project Documents.

(D) There are no actions, suits, proceedings or governmental investigations pending, or to the knowledge of Developer, threatened against or affecting it, at law or in equity or before or by any governmental authority that, if determined adversely to it, would impair its financial condition or its ability to perform its obligations under this Agreement or any other Project Documents.

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

(F) The statements made in the documentation provided by Developer to the City that are descriptive of Developer or the Project have been reviewed by Developer and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading, or, if any such documentation contained such a misleading or untrue omission or statement, further documentation correcting such omissions or statements was subsequently provided to the City prior to Developer's execution of this Agreement.

(G) With reference to Section 301-20 (*Delinquencies in Accounts Receivable and Loans Receivable; Policy*) of the Cincinnati Municipal Code, to the best of Developer's knowledge neither it nor any of its affiliates are in breach of any of its obligations to the City under any existing agreements with the City nor does it nor any of its affiliates owe any fines, penalties, judgment awards or any other amounts to the City.

(H) Developer hereby represents and warrants to the City that it will make the Affordable Housing Contribution to the Affordable Housing Organization on or before the Financial Closing Date.

## **9. REPORTING REQUIREMENTS.**

(A) Submission of Records and Reports; Records Retention. Developer shall collect, maintain, and furnish to the City upon the City's request such accounting, financial, business, administrative, operational and other reports, records, statements and information as may be requested by the City pertaining to Developer, the Project, or this Agreement, including without limitation audited financial statements, bank statements, income tax returns, information pertinent to the determination of finances of the Project, and such reports and information as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (collectively, "**Records and Reports**"). All Records and Reports compiled by Developer and furnished to the City shall be in such form as the City may from time to time require. Developer shall retain all Records and Reports until the date that is 3 years following expiration of the TIF Exemption, or such later time as may be required by applicable law (the "**Retention Termination Date**").

(B) City's Right to Inspect and Audit. During construction of the Project and thereafter until the Retention Termination Date, Developer shall permit the City and its designees and auditors to have full access to and to inspect and audit Developer's Records and Reports. In the event any such

inspection or audit discloses a material discrepancy with information previously provided by Developer to the City, Developer shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

(C) Annual Jobs & Investment Report. Developer will be required to provide an annual report, in a form specified by DCED from time to time, regarding total real property, personal property, and employment, including jobs created and retained, at the Property.

## 10. GENERAL PROVISIONS.

### (A) Assignment; Change of Control.

(i) Developer shall not, without the prior written consent of the City Manager, (a) assign its rights or interests under this Agreement, or (b) permit a Change of Control (as defined below); *provided, however* that the City hereby consents to Developer's collateral assignment of its rights under this Agreement to the lender(s) that are providing financing to Developer for the Project (including any mezzanine lender pledges).

(ii) Solely for the purposes of this Section 10(A), "**Change of Control**" means a change in the ownership of Developer such that FG and BC (collectively, "**Parent Parties**") or any entity directly or indirectly controlled by, or under common control with, Parent Parties collectively have less than a 50.1% direct or indirect voting interest in Developer and lack the power to direct or cause the direction of the management and policies of Developer, whether through the ownership of ownership interests in Developer, by contract, or otherwise.

(iii) The City acknowledges and agrees that (i) Developer will assign this Agreement and transfer the Property to an affiliate of Developer controlled by or under common control with the Parent Parties on or before the Financial Closing Date (the "**Affiliate**") and (ii) an equity investment and acquisition of direct or indirect membership interests of the Affiliate by an equity investor (the "**Closing Date Transactions**") that will not deprive the Parent Parties of the ability to cause the direction of the management and policies of the Affiliate (subject to certain customary consent rights of the equity investor). The City consents to the Closing Date Transactions. The consent provided in this Section is limited to the Closing Date Transactions and by virtue of such consent the City Manager shall not be obligated nor shall he or she be deemed to consent to any further transfers or sales of the Property, assignments of the Agreement or equity investments (to the extent such consent is required pursuant to this Agreement).

(iv) Notwithstanding clauses (i), (ii), and (iii) above, after the date of completion of construction, so long as no event of default has occurred and is continuing under this Agreement or any other Project Document, the City may, in good faith, withhold consent to a Change of Control only if (a) the proposed transfer is prohibited by applicable law or (b) the proposed transferee is, in the City's reasonable judgment, not capable of performing the obligations of Developer under this Agreement and the other Project Documents, which judgment shall exclusively be based on the following factors: (1) the experience of the proposed transferee in operating assets and facilities of the same type as, and otherwise comparable in size and nature to, the Project and performing other projects, and (2) the past performance history and reputation of the proposed transferee and its direct or indirect controlling beneficial owners, any proposed managers or operating partners, each of their respective officers, directors and employees and each of their respective affiliates (including the absence of criminal, civil or regulatory claims or actions against any such entity or person). The City Manager shall have 30 business days from the date on which he or she receives written notice in accordance with this Agreement of the proposed assignment or Change of Control (the "**City Manager Review Period**") to determine whether he or she intends to consent thereto. The City Manager shall provide written notice to Developer of any decision to refuse to consent, including all material supporting information (the "**Rejection Notice**"), within the City Manager Review Period. In the event the City Manager fails to do so, he or she shall be deemed to have consented to such assignment or Change of Control. In the aforementioned notice of the proposed assignment or Change of Control, the Developer may also, with the City's consent, substitute an indemnitor in the stead of Guarantor, and the City will, in accordance with the same process for {00327759-7}

approving or disapproving the Change of Control specified in this clause (iv), either approve or disapprove such proposed substitution; *provided, however* that the City may, in good faith, withhold consent to such proposed substitution only if (I) the proposed substitution is prohibited by applicable law, (II) the City has withheld its consent to the proposed Change of Control in accordance with this Agreement, or (III) the proposed indemnitor is, in the City's reasonable judgment, not capable of performing the obligations under the Indemnity Agreement, which judgment shall exclusively be based on (x) the factors enumerated in clause (b)(2) of this clause (iv) with respect to the proposed indemnitor, and (y) an assessment of the proposed indemnitor's assets and liabilities. If the City consents (or is deemed to have consented pursuant to this Agreement) to such substitution, the City shall take such steps as are reasonably necessary to effect such substitution.

(B) Entire Agreement; Conflicting Provisions. This Agreement and the other Project Documents contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof. In the event that any of the provisions of this Agreement purporting to describe specific provisions of other Project Documents are in conflict with the specific provisions of such other agreements, the provisions of such other agreements shall control.

(C) Amendments and Waivers. The provisions of this Agreement may be amended, waived or otherwise modified only by a written agreement signed by the 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. Each party hereby waives trial by jury with respect to any and all disputes arising under this Agreement.

(E) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns.

(F) 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.

(G) Severability. If any part of this Agreement is held by a court of law to be void, illegal or unenforceable, such part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.

(H) No Recording. This Agreement shall not be recorded in the Hamilton County Recorder's office.

(I) 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. Developer represents to the City that Developer has not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation from the City 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, and likewise, none of the representations, warranties, covenants, agreements or obligations made by Developer herein shall be

{00327759-7}

deemed to be a representation, warranty, covenant, agreement or obligation of any present or future officer, agent, employee or attorney of Developer in other than his or her official capacity.

(M) Applicable Laws. Developer shall obtain all necessary permits, licenses and other governmental approvals and shall comply with all applicable federal, state and local laws, codes, ordinances and other governmental requirements applicable to the Project, including any of the laws and regulations described on Exhibit I (Additional Requirements) hereto which are applicable to the Project.

(N) Counterparts. The parties may execute this Agreement in multiple counterparts, each of which shall be deemed an original, and all of which shall, collectively, constitute only one agreement. The signatures of all parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or electronic mail is as effective as executing and delivering this Agreement in the presence of the other parties.

(O) Legislative Contingency for TIF Ordinance. Notwithstanding anything to the contrary in this Agreement, this Agreement and any and all obligations of the parties (including the Completion Guaranty) except those that expressly survive termination shall automatically terminate and cease if the TIF Ordinance is not passed by City Council by September 30, 2021.

(P) Transfer of fee title to Port Authority. Nothing in this Agreement shall be construed to prohibit Developer from entering into a sale and leaseback arrangement with respect to the Property (the "**Port Authority Arrangement**") in which fee title to the Property is held by the Port of Greater Cincinnati Development Authority (the "**Port Authority**"); *provided, however*, that (a) the purpose for the Port Authority Arrangement is to take advantage of the sales tax exemption on the purchase of Project building materials and (b) Developer shall provide the City with such documents and other information with respect to this arrangement as the City may reasonably request, including the final form of agreements for the Port Authority Arrangement, at least 10 business days prior to any conveyance of the Property to the Port Authority. Developer may not assign its rights, obligations, or any other interest under this Agreement to any other party except as in accordance with Section 10(A), but at any time, subject to the provisions of this paragraph, once Developer has obtained the fee interest in the Property, Developer may convey the same fee interest to the Port Authority, in the manner, and subject to the terms described, above. It is also understood and agreed that the Port Authority may convey interest back to Developer pursuant to the terms contained in the Port Authority Arrangement.

(Q) Recognition of City Support. In connection with the construction and opening of the Project, Developer shall acknowledge the support of the City with respect to the Project in all printed promotional materials (including but not limited to informational releases, pamphlets and brochures, construction signs, project and identification signage and stationary) and any publicity (such as but not limited to materials appearing on the Internet, television, cable television, radio or in the press or any other printed media) relating to the Project. In identifying the City as a Project partner, Developer 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.

## **11. FEES AND EXPENSES.**

(A) Initial Administrative Fee. Prior to the execution of this Agreement, Developer paid a non-refundable administrative fee of \$15,000 to cover the City's out-of-pocket and administrative costs and expenses in establishing the project-based TIF, preparing this Agreement and other documents relating hereto, and effecting the transactions contemplated hereby.

(B) Monitoring and Servicing Fee; Out-of-Pocket Expenses. The City shall withhold and retain from the Service Payments an annual monitoring and servicing fee equal to the greater of (i) 1.0% of the Service Payments paid (or due, if unpaid) with respect to the Property the prior calendar year, and (ii) the documented, reasonable out-of-pocket fees, costs, charges and expenses incurred by the City in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the other Project Documents, together with the City's monitoring and servicing costs and expenses with respect to the transactions contemplated thereby. To the extent Service Payments are not made or are {00327759-7}

ineligible to be made under the Service Agreement for any reason, the City may elect to require Developer to pay such monitoring and servicing fees in another manner. This Section 11(B) shall terminate and cease to be effective in the event the Rebate Payments permanently cease to be payable in accordance with the provisions of this Agreement and the other Project Documents. For the avoidance of doubt, suspension (without permanent termination) of the making of Rebate Payments shall not cause the provisions of this Section 11(B) of this Agreement to cease or be modified in any way (either permanently or during the period of any such suspension). The fees described in this Section 11(B) are not refundable once withheld by the City or otherwise paid.

12. **EXHIBITS.** The following exhibits are attached hereto and made a part hereof:
- Exhibit A-1 - *Site Plan; Legal Description; Parcel List*
  - Exhibit A-2 - *Sale Property Description*
  - Exhibit B - *Scope of Work, Budget and Source of Funds*
  - Exhibit C - *Form of Service Agreement*
  - Exhibit D-1 - *Form of Quitclaim Deed - Initial Conveyance*
  - Exhibit D-2 - *Form of Quitclaim Deed - City Conveyance*
  - Exhibit E - *Form of Completion Guaranty*
  - Exhibit F - *Disbursement of Funds*
  - Exhibit G - *Prior Developer's Acknowledgment of Repurchase Right*
  - Exhibit H - *Developer's Acknowledgment of Repurchase Right*
  - Exhibit I - *Additional Requirements* (incl. Addendum I - Prevailing Wage Determination)

**SIGNATURES ON FOLLOWING PAGE**



Executed by the entities below on the dates indicated below their signatures, effective as of the latest of such dates (the "Effective Date").

**OTR PROJECT PARTNERS, LLC**

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

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

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

Date: \_\_\_\_\_, 2021

**CITY OF CINCINNATI**

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

Date: \_\_\_\_\_, 2021

Approved as to Form:

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

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

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

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

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

For the exclusive purpose of acknowledging and agreeing to the termination of the PSDA and Section 3(K) hereof with respect to the City's continuing repurchase rights in the Sale Property:

**W LIBERTY & ELM, LLC**

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

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

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

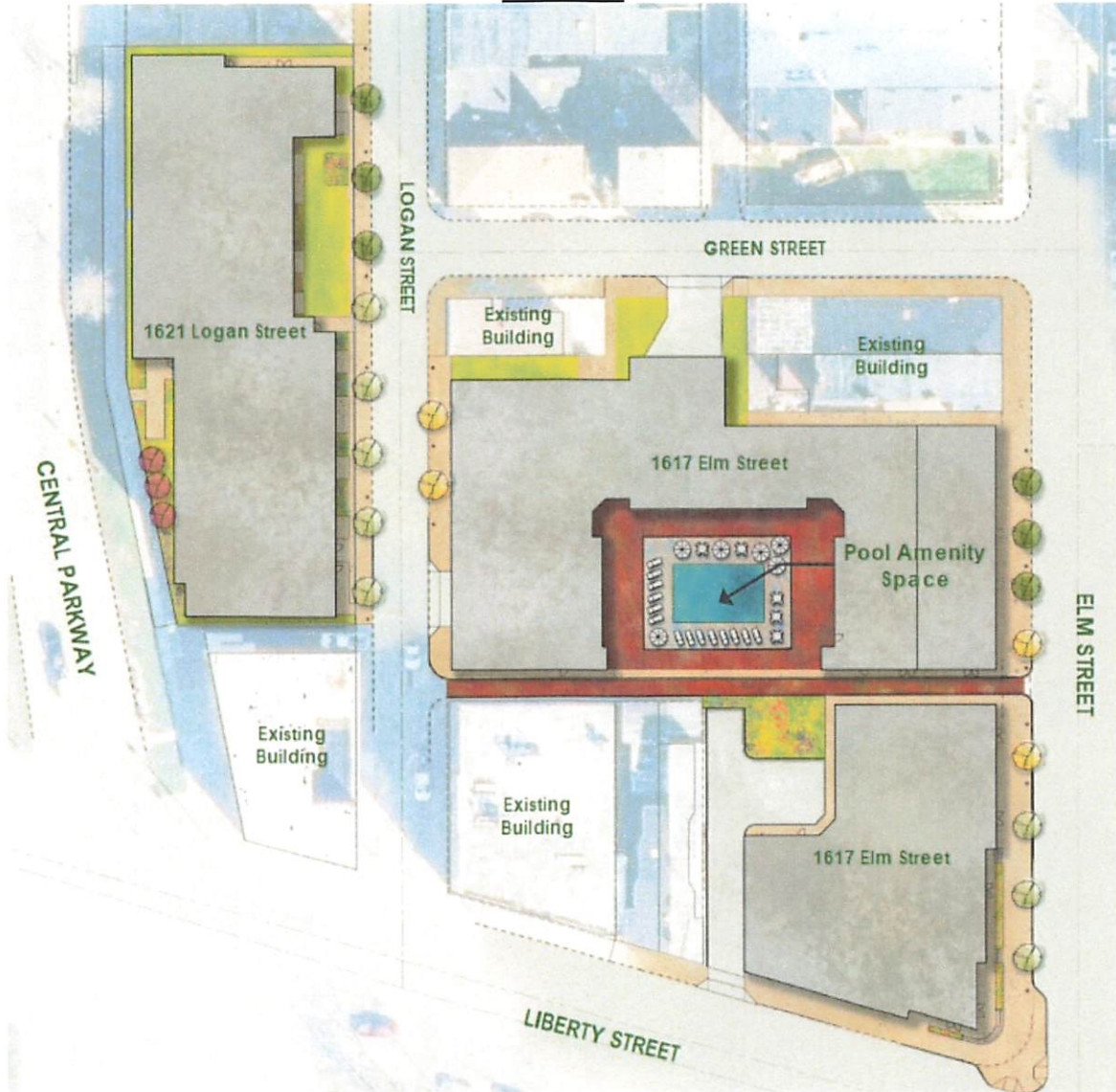
Date: \_\_\_\_\_, 2021

EXHIBIT A-1

to Development Agreement

**SITE PLAN; LEGAL DESCRIPTION; PARCEL LIST**

Site Plan



Legal Descriptions

**1617 Elm Street Description:**

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

**BEGINNING** at a set Cross Notch at the intersection of the North line of W. Liberty Street and the west line of Elm Street.

Thence along the north line of said W. Liberty Street, North 89°39'00" West, 136.77 feet to the southeast corner of a tract, conveyed to W Liberty & Elm, LLC as recorded in Official Record 13614, Page 383 of the Hamilton County Recorder's Office, (Hamilton County Auditor's Parcel 133-0003-0021), said point being referenced by a set Cross Notch at South 15°27'32" East, 3.00 feet;

Thence leaving the north line of said W. Liberty Street, along the east line of said Hamilton County Auditor's Parcel 133-0003-0021, North 15°27'32" West, 114.94 feet to a set Cross Notch;

Thence in part along the north line of aforesaid Hamilton County Auditor's Parcel 133-0003-00021 and in part with the north line of a tract conveyed to W Liberty & Elm, LLC as recorded in Official Record 13614, Page 383 of the Hamilton County Recorder's Office (Hamilton County Auditor's Parcel 133-0003-0020) and in part along a tract conveyed to 224 W Liberty School, LLC in Official Record 12664, Page 314, South 74°20'00" West, 111.91 feet to a set Cross Notch in the east line of Logan Street;

Thence with the east line of said Logan Street, North 15°36'55" West, 150.59 feet to the southwest corner of a tract conveyed to Baymiller Manor Limited Partnership as recorded in Official Record 9742, Page 4432 of the Hamilton County Recorder's Office, said point being referenced by a set Cross Notch at South 74°21'43" West, 3.00 feet;

Thence along the lines of said Baymiller Manor Limited Partnership, North 74°21'43" East, 69.50 feet to a set Cross Notch AND North 15°36'55" West, 25.00 feet to a point in the south line of Green Street, said point being referenced by a set Cross Notch at North 15°36'55" West, 3.00 feet;

Thence along the south line of said Green Street, North 74°21'43" East, 62.36 feet to the northwest corner of a tract conveyed to W Liberty & Elm, LLC as recorded in Official Record 13614, Page 383 (Hamilton County Auditor's Parcel 133-0003-0043), said point being referenced by a set Cross Notch at North 15°36'24" West, 3.00 feet;

Thence leaving the south line of said Green Street, along the west line of said Hamilton County Auditor's Parcel 133-0003-0043 and west line of a tract conveyed to W Liberty & Elm, LLC as recorded in Official Record 13614, Page 383 (Hamilton County Auditor's Parcel 133-0003-0041), South 15°36'24" East, 49.87 feet to a set Cross Notch at the southwest corner of said Hamilton County Auditor's Parcel 133-0003-0041;

1617 Elm Street Description continued:

Thence along the south line of said Hamilton County Auditor's Parcel 133-0003-0041, North 74°29'32" East, 111.74 feet to a point in the west line of aforesaid Elm Street, said point being referenced by a set Cross Notch at North 74°29'32" East, 3.0 feet;

Thence along the west line of said Elm Street, South 15°30'28" East, 278.03 feet to the **POINT OF BEGINNING**.

**Containing 1.2172 Acres** and being subject to all legal easements and highways of record.

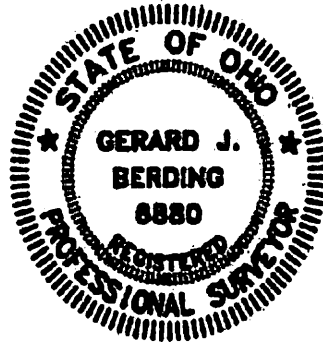
Being all of Hamilton County Auditor's Parcel No.'s 133-0003-0022 thru 0040 conveyed to W Liberty & Elm, LLC as recorded in Official Record 13614, Page 383 of the Hamilton County Recorder's Office and all of Hamilton County Auditor's Parcel No.'s 133-0003-0140 & 0141 conveyed to W Liberty & Elm, LLC as recorded in Official Record 13646, Page 1334 of the Hamilton County Recorder's Office.

Bearings Based On Registered Land Certificate Number 239453.

Prepared by G.J. BERDING SURVEYING, INC. on July 19, 2018. Based on a Plat of Survey prepared by G.J. BERDING SURVEYING, INC. on July 19, 2018.

  
Gerard J. Berding, P.S. - 6880

7-31-18  
Date



**[1621 Logan Street Description]<sup>1</sup>:**

Situated in Section 13, Town 3, Fractional Range 2 Between the Miamis, Mill Creek Township, The City of Cincinnati, Hamilton County, Ohio and being 1.0124 acres to be amended/re-zoned to Planned Development (PD) further described as follows:

Begin at the Intersection of the centerline of Logan Street and Green Street, said intersection being the True Point of Beginning;

thence, from the True Point of Beginning, departing the centerline of said Green Street and with the centerline of said Logan Street, South 09° 53' 39" East, 161.67 feet;

thence, departing centerline of said Logan Street, South 80° 00' 21" West, 175.00 feet to the centerline of Central Avenue;

thence, with the centerline of said Central Avenue, North 09° 53' 39" West, 252.00 feet;

thence, departing the centerline of said Central Avenue, North 80° 00' 21" East, 175.00 feet to the centerline of said Logan Street;

thence, with the centerline of said Logan Street, South 09° 53' 39" East, 90.33 feet to the True Point of Beginning containing 1.0124 acres of land more or less.

Basis of Bearings: State Plane Coordinates (3402) Ohio South Zone, NAD83(2011).

The above description was prepared from a rezoning exhibit made on August 18, 2020 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio and is a complete, proper and legal description of the property by deeds and plats of record.



<sup>1</sup> Note to draft: this legal description includes neighboring ROW. Please provide a legal description for solely the property.  
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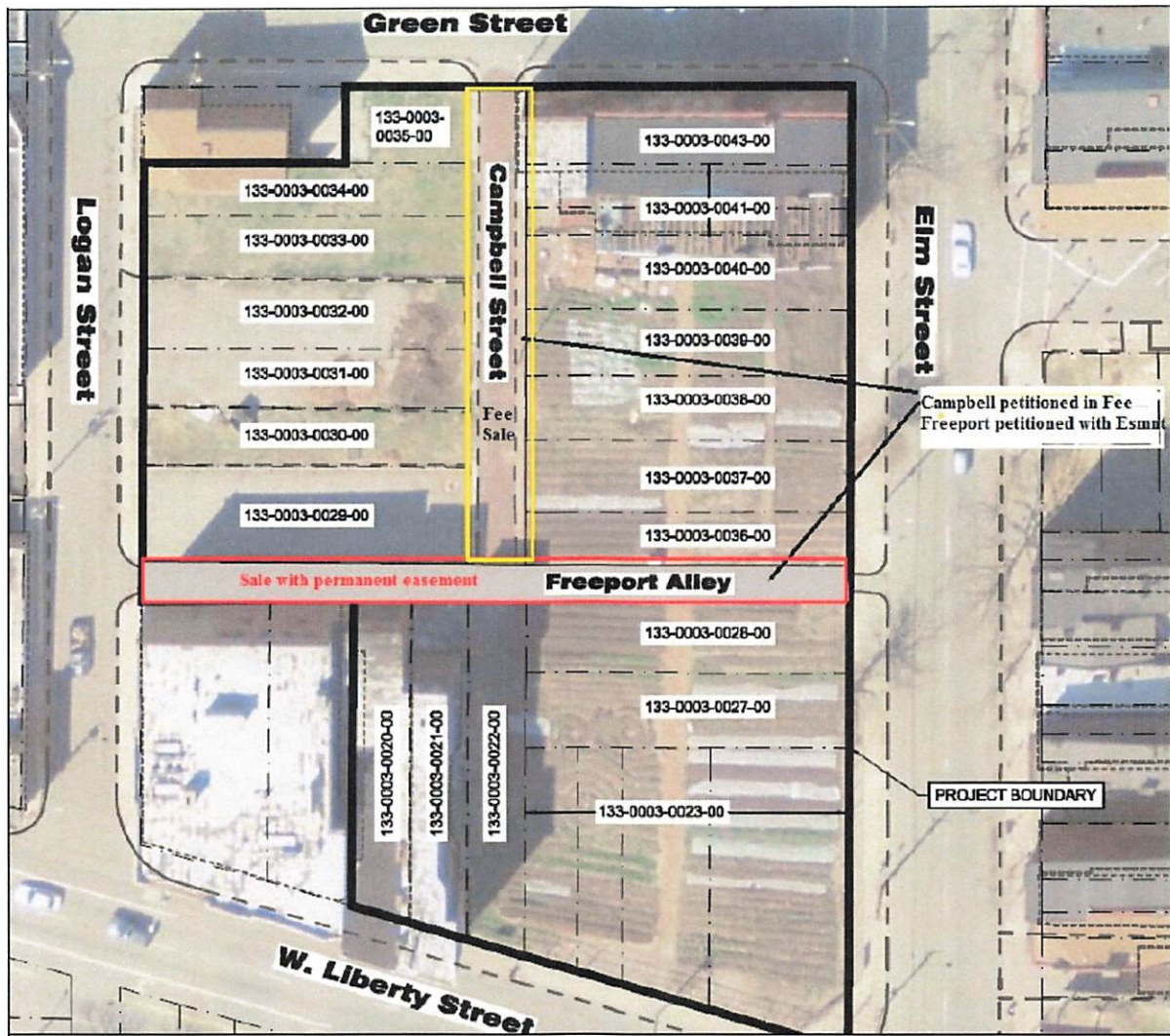
Parcel List

**1617 Elm Street:**  
133-0003-0143-00

**1621 Logan Street:**  
133-0003-0007-90  
133-0003-0006-90  
133-0003-0005-90  
133-0003-0004-90  
133-0003-0003-90



EXHIBIT A-2  
to Development Agreement



## EXHIBIT B

to Development Agreement

### **SCOPE OF WORK, BUDGET, AND SOURCE OF FUNDS**

#### **I. SCOPE OF WORK**

**A mixed-use development near the corner of Liberty & Elm streets in Over the Rhine.**

##### **1617 ELM STREET**

Construction of a 5 story, mixed-use development consisting of approximately 148 apartment units, 10,000 square feet of commercial space, an approximately 220-space structured parking garage, and restoration of Freeport Alley for pedestrian and bicycle use.

##### **1621 LOGAN STREET**

Demolition of vacant structure on site. New construction of a 6-7 story, residential apartment building with approximately 130 units.

##### **Affordable Units:**

- **Household Income:** A minimum of 10% of the residential units at the Property shall be rented to tenants with an annual household income not to exceed 80% of the Area Median Income ("AMI") of Cincinnati, OH-KY-IN HUD Metro FMR Area as determined annually by the U.S. Department of Housing and Urban Development ("HUD"). For the purposes of this Agreement, a qualifying household will have 2 persons per bedroom. Developer is responsible for ensuring that the Affordable Units are rented to tenants with an annual household income not to exceed 80% AMI at the time of execution of the initial lease agreement with the tenant. If the household income of the tenant of an Affordable Unit increases to exceed the 80% AMI limit during the term of the lease agreement, this increase shall not prohibit an extension to the original lease term with that same tenant, so long as the tenant complied with the household income requirements at the execution of the initial lease agreement. The remaining units may be rented at market rent.
- **Rent Limits:** The rent to be charged to the tenants of the Affordable Units is limited as follows:
  - **Actual Income Limit:** Developer shall not charge rent for an Affordable Unit that is more than 30% of the actual annual household income of the tenant as of the date of the execution of the lease agreement for such Affordable Unit. Additionally, the monthly rent charged shall provide for a utility allowance of \$90 dollars a month for tenant-paid utilities. This utility allowance is intended as a binding reasonable estimate of the tenant's monthly utility expenses; the parties do **not** intend for this allowance to be adjusted monthly based on the actual utility expenses. The parties also only intend for the rent limit to be calculated and applied at (i) the execution of the initial lease agreement for the Affordable Unit and (ii) upon any renewal or extension of the initial lease term. The parties acknowledge and agree that the tenant in an Affordable Unit will be solely responsible for paying tenant's own utilities.
  - **Maximum Rent Limit:** Notwithstanding the above, regardless of the actual income of the tenant, at no time shall the monthly rent of the Affordable Unit exceed (i) 30% of the 80% AMI limit as established from time to time by HUD and adjusted for household size in accordance with this Exhibit, (ii) divided by 12, and (iii) less \$90 for the utility allowance. The calculation for this limit shall be accomplished in the same fashion as the actual income limit calculation stated above; however, the 80% AMI limit, established from time to time by HUD and adjusted for household size in accordance with this Exhibit, shall be used in place of the tenant's actual annual income. The parties intend this maximum rent limit to act as a ceiling

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on the amount of rent that can be charged for an Affordable Unit should a current tenant's household income increase to exceed the 80% AMI limit and Developer seeks to renew or extend such initial lease term. The parties intend for this maximum rent limit to be calculated and applied, in addition to the actual income limit, upon any renewal or extension of an initial lease term.

- **Affordability Period:** The affordability period shall be in effect until the final Rebate Payment is paid under this Agreement (the "**Affordability Period**").
- **Documentation:** Developer shall require documentation of family size and income to show that the affordability requirements in this Exhibit for the Affordable Unit are satisfied. Developer is responsible for ensuring that the affordability requirements are satisfied at the time of signing of each lease of the Affordable Units. Upon request, Developer shall provide such documentation the City.
- **Other:** Affordable Units may be any size or type, may be substituted with alternative unit types, and are not required to be comparable in size, features, or number of bedrooms, which allows affordable designations to be interchangeable with market-rate units at any point in time throughout the Affordability Period.

## II. BUDGET, SOURCES & USES

PROJECT DETAILS	TOTAL
Number of Units	278
Residential Gross SF	246,364
Retail Gross SF	11,325
Structured Garage Gross SF	83,712
Structured Parking Spaces	217
PROJECT SOURCES DETAILS	AMOUNT
Construction Loan	54,154,836
Limited Partner Equity	20,888,294
General Partner/ Sponsor Equity	2,320,922
<b>TOTAL PROJECT SOURCES</b>	<b>\$77,364,051</b>
PROJECT USES DETAILS	AMOUNT
Acquisition Costs	750,000
Pre-Development Costs / Due Diligence	150,000
Land Costs	4,500,000
Total Construction Costs / Hard Costs	55,643,721
Consulting Fees / Design / A&E	2,260,000
Total Financing Fees	293,983
Total Interest Expense	2,262,108
Other Financing Costs / Working Capital	150,000
Legal Cost	345,300
Total Pre-Opening / Marketing Costs	435,000
FF&E / Hardscape / Other Soft Costs	2,327,375
Lender Inspections	90,000
Impact Fees	321,646
Tenant Improvements	606,906
Broker Commissions	185,006
Insurance	138,025
Tax	931,479
Operating Deficits	55,079
<b>TOTAL USES COSTS</b>	<b>\$77,364,051</b>

EXHIBIT C  
to Development Agreement  
**FORM OF SERVICE AGREEMENT**

\_\_\_\_\_ space above for Hamilton County Recorder \_\_\_\_\_

Contract No. \_\_\_\_\_

**SERVICE AGREEMENT**  
(Liberty and Elm)

This Service Agreement ("**Agreement**") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the "**Effective Date**"), by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"), and **OTR PROJECT PARTNERS, LLC**, an Ohio limited liability company, having an address of 14 West 15<sup>th</sup> Street, Cincinnati, Ohio 45202 ("**Owner**").

Recitals:

A. Owner is the fee owner of the property located at 1617 Elm Street and 1621 Logan Street, Cincinnati, Ohio 45202, as described more fully in Exhibit A (*Legal Description*) hereto (the "**Property**").

B. As described in the *Development Agreement* between the City and Owner dated [\_\_\_\_], 2021 (the "**Development Agreement**"), Owner intends to make or cause to be made certain improvements to the Property (as described in the Development Agreement, the "**Project**"). Capitalized terms used, but not defined, herein shall have the meanings ascribed thereto in the Development Agreement.

C. The City believes that the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements.

D. In furtherance of the public purpose and to facilitate the Project, and as authorized by Ordinance No. [\_\_\_\_], passed by Cincinnati City Council on [\_\_\_\_] (the "**TIF Ordinance**"), the City has established a so-called project-based TIF Exemption for the Property under Section 5709.41, Ohio Revised Code ("**ORC**").

E. Under the TIF Ordinance and in accordance with ORC Section 5709.41, et seq. and this Agreement, the increased value of the Property shall be exempt from real property taxes, and all present and future owners of the Property, or any portion thereof, shall be required to make service payments in lieu of taxes, in semi-annual installments, in an amount equal to the amount of real property taxes that {00327759-7}

would have been paid on the Exempt Improvements (as defined below) had an exemption not been granted ("**Service Payments**").

F. The Property is located within the Cincinnati City School District, and the Board of Education of the Cincinnati City School District ("**Board of Education**") has, by resolution adopted on April 27, 2020, and by a Tax Incentive Agreement with the City effective as of April 28, 2020, approved an exemption of 100% of the assessed valuation of the Exempt Improvements for thirty (30) years (subject to the obligation of the City to make payments to the Board of Education as provided in Section II.C.2 of that agreement, which payments are referred to herein as the "**School Board Payments**").

G. As provided in the Development Agreement, the City intends to use the Service Payments to (i) pay any fees due to the Hamilton County Auditor with respect to the Service Payments, (ii) make the School Board Payments, (iii) cover certain fees to the City provided in the Development Agreement, (iv) retain the VTICA Contribution, (v) provide Owner with certain Rebate Payments to promote the economic viability of the Project and thereby contributing to the urban redevelopment of Over-the-Rhine neighborhood, and (vi) support such urban redevelopment purposes as are provided in the Development Agreement and the TIF Ordinance, in each case in the amounts identified herein and subject to the terms hereof.

H. The parties intend that this Agreement, as amended and supplemented from time to time, shall constitute the agreement contemplated by ORC Section 5709.41, et seq. and shall define the respective rights and obligations of Owner and the City with respect to the Service Payments.

I. Execution of this Agreement has been authorized by City Council by the TIF Ordinance.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the City and Owner agree as follows:

1. **COMPLETION OF PROJECT.** Owner shall cause the Project to be completed in accordance with the terms of the Development Agreement. Failure to use and operate the Project in the manner contemplated by the Development Agreement shall not relieve Owner of its obligations to make Service Payments as required hereunder. Owner shall develop the Project in accordance with the Development Agreement throughout the Exemption Period (as hereinafter defined), and shall comply with the terms of the Development Agreement in all respects.

2. **OBLIGATION TO MAKE SERVICE PAYMENTS.**

A. **Declaration that Exempt Improvements are a Public Purpose.** The City hereby confirms that, pursuant to ORC Chapter 5709.41, et seq. and the TIF Ordinance, the City declared that 100% of the assessed value of the improvements (as defined in ORC Chapter 5709.41) to the Property, including the Project (collectively, the "**Exempt Improvements**") constitutes a public purpose and is entitled to exemption from real property taxes for a period of thirty (30) years for a period currently expected to commence in tax year 2023 (the "**Exemption Period**").

B. **Commencement of Service Payments.** Owner shall commence paying Service Payments no later than the final date for payment (the last day that payment can be made without penalty or interest) of the first semi-annual installment of real property taxes in the first calendar year after the first tax year in which any Exempt Improvements appear on the Hamilton County Auditor's tax duplicate. (For example, if any Exempt Improvements first appear on the tax rolls on January 1, 2023, Owner's first semi-annual tax payment will be for the tax bill for the First Half 2023, which will become due and payable to the County Treasurer on or about January 2024.) Owner shall pay Service Payments in semi-annual installments (i) on the earlier of such final date for payment of the first semi-annual installment of real property taxes, or February 1, in each year, and (ii) on the earlier of such final date for payment of the second semi-annual installment of real property taxes, or August 1, in each year (each such final date for payment is referred to herein as a "**Service Payment Date**"). Owner shall continue to make Service Payments until such time as Owner has paid the final Service Payment applicable to the Exemption Period.

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C. Amount of Service Payments. Each semi-annual Service Payment shall be paid to the Hamilton County Treasurer in an amount equal to one-half (½) of the annual amount that would have been payable in that year as real property taxes with respect to the Exempt Improvements had an exemption not been granted. However, if after the first semi-annual Service Payment has been determined and paid, the total annual amount for that year is adjusted by the taxing authorities, the amount of the second semi-annual Service Payment shall be adjusted accordingly. The Service Payments shall vary as the assessed value of the Exempt Improvements and the applicable tax rate vary from time to time.

D. Estimation. If, as of the date any Service Payment is due, the amount of the real property taxes that would have been payable on the Exempt Improvements (if not exempt) cannot be or has not been finally determined, the amount of such taxes shall be estimated by the Hamilton County Auditor or by the City (even though such taxes may be subject to contest, later determination, or adjustment because of revaluation of the Exempt Improvements) for the applicable tax year. If the sum of Service Payments so calculated and paid in any year is subsequently determined not to be equal to the total amount of real property taxes that would have been paid in that year with respect to the Exempt Improvements (if not exempt), Owner or the City shall promptly pay or repay any deficiency or excess, as appropriate, to the other within thirty (30) days after written demand.

E. Late Payment. If any Service Payment, or any installment thereof, is not paid when due under this Agreement, then, in addition to Hamilton County's late fee or delinquency charge, if any, Owner shall pay to the City, as a late payment charge, the amount of the charges for late payment of real property taxes, including penalty and interest, payable pursuant to ORC Section 323.121 on the delinquent amount. In addition, if Owner fails to make any Service Payment required hereunder, Owner shall pay, in addition to the Service Payment Owner was required to pay and any late payment charges as stated above, such amount as is required to reimburse the City for all costs and other amounts (including without limitation attorneys' fees) paid or incurred by the City to enforce the Service Payment obligations against Owner or against the Property. Owner acknowledges that delays in the making of Service Payments may, among other things, result in delays in the City's ability to timely make Rebate Payments.

### **3. APPLICATION OF SERVICE PAYMENTS.**

A. Rebate Payments. Rebate Payments shall be made in the amounts described in, and subject to all terms and conditions of, the Development Agreement.

B. Timing of Rebate Payments. Rebate Payments shall be made at the times described in the Development Agreement.

C. Change in Use; Subdivision or Ownership by Multiple Legal Entities.

(i) Change in Use. Notwithstanding the foregoing, and without limiting any of the City's remedies under this Agreement or the Development Agreement, if the Project is no longer to be used for commercial and multi-family residential purposes (unless the City has otherwise agreed in accordance with the terms of this Agreement), the City shall no longer be obligated to make the Rebate Payments and the portion of the Service Payments which would otherwise have been applied to the Rebate Payments shall be deemed to be Residual Service Payments to which Owner is in no way entitled.

(ii) Subdivision or Ownership by Multiple Legal Entities. Without the City's prior written consent in the form of an amendment to this Agreement making such administrative and ministerial changes as may be deemed reasonably necessary by the City, title to the Property shall not be held by more than one legal entity at a time (it being acknowledged and agreed by the City that ownership of the fee title through one legal entity, which is itself owned by multiple entities, is not ownership of the fee title to the Property by multiple entities as contemplated hereby). The City will not unreasonably

withhold its agreement to such an amendment so long as the proposed amendment is otherwise consistent with this Agreement and the Development Agreement. For the avoidance of doubt, the City shall be under no obligation to enter into such an amendment if Owner seeks to include terms in such amendment that are unrelated or in addition to the division of ownership of the Property as described in this clause (ii); *provided, however*, that the City may include, as a term of such amendment, that the City will solely be required to provide notices or otherwise negotiate with one "Owner" entity as an agent for others which may succeed to Owner's rights hereunder. The City shall in no event be required to divide the Rebate Payments and pay portions of the Rebate Payments to various entities unless the City expressly agrees to do so in writing.

D. No Other Source. The City is in no way obligated under this Agreement or any other Project Document to provide Owner with any funds other than the Rebate Payments, nor is the City in any way obligated to provide the Rebate Payments from any source other than the Service Payments it actually receives in respect of the Exempt Improvements. Owner acknowledges and agrees that if the application of Service Payment proceeds to the Rebate Payments is deemed illegal or impermissible by a court of law following a non-appealable final adjudication thereof (it being agreed by the City that it shall not object to Owner's participation, at Owner's own expense, in any such legal proceedings), the Rebate Payments shall not be made and the portion of the Service Payments which would otherwise have been applied to the Rebate Payments shall be deemed to be Residual Service Payments to which Owner is in no way entitled. In such a circumstance, the City shall be under no obligation to provide compensation or reimbursement to Owner for the loss of the Rebate Payments or otherwise make equivalent payments to Owner from alternative sources.

4. PAYMENT OBLIGATIONS TO HAVE LIEN PRIORITY. To the extent permitted by law, the Service Payments shall be treated as a tax lien in the same manner as real property taxes and will have the same lien, rights and priority as all other real property taxes. Such a lien shall attach, and may be perfected, collected and enforced as provided by law, including enforcement by foreclosure upon such lien pursuant to the procedures and requirements of Ohio law relating to mortgages, liens, and delinquent real estate taxes. Owner hereby agrees that the obligation to make Service Payments shall have the same priority as the obligation to pay real estate taxes in the event of any bankruptcy or other like proceeding instituted by or against Owner. Owner agrees not to contest the lien, rights or priority of the Service Payments with respect to the Property.

5. RECORDING; OBLIGATIONS TO RUN WITH THE LAND; ASSIGNMENT.

A. Recording. Promptly after the execution of this Agreement, Owner shall cause this Agreement to be recorded in the Hamilton County, Ohio Recorder's Office, at its expense, prior to any mortgage, assignment or other conveyance of any part of the Property. All instruments of conveyance of the Property or Owner's ownership of the Property (or portions thereof) to subsequent mortgagees, successors, assigns or transferees shall be subject to this Agreement.

B. Covenants Running with the Land. The obligation to perform and observe the agreements on Owner's part contained herein shall be covenants running with the land and shall be binding and enforceable by the City against Owner and its successors-in-interest and transferees as owners from time to time of the fee simple interest in the Property.

C. Obligations are Absolute and Unconditional. The obligations of Owner to make Service Payments under this Agreement will not be terminated for any cause including, without limitation, failure to commence or complete the Project; any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Exempt Improvements; commercial frustration of purpose; or any change in the constitution, tax or other laws or judicial decisions or administrative rulings of or administrative actions by or under authority of the United States of America or of the State or any political subdivision thereof.

6. PAYMENT OF TAXES; CONTESTS.

A. **Payment of Taxes.** With respect to real property taxes that are not exempted under this Agreement, Owner shall pay or cause to be paid, as the same become due (but subject to the 5 day Cure Period for Payment Defaults described in the Development Agreement), all such taxes, assessments, whether general or special, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Property and/or the non-exempt improvements or any personal property or fixtures of Owner installed or brought thereon (including, without limitation, any taxes levied against Owner with respect to income or profits from operations at the Property and which, if not paid, may become or be made a lien on the Property or the Exempt Improvements). The Owner acknowledges that it, and not the City, is responsible for the payment of all utility and other charges incurred in the operation, maintenance, use and occupancy of the Property and Exempt Improvements.

B. **Contests.** Nothing in this Agreement is intended to prevent Owner, at its expense and in good faith, from applying for exemption of any non-exempt improvements, or contesting the amount or validity of any such taxes, assessments or other charges, including contesting the real estate valuation of the Property and Exempt Improvements. Nothing in this paragraph shall be construed to relieve Owner of the duty to make the Service Payments as required by this Agreement.

7. **NOTICES.** All notices or other communications under this Agreement shall be deemed given on receipt when personally delivered, or 48 hours after being mailed by U.S. registered or certified mail, postage prepaid, addressed to the City at 801 Plum Street, Cincinnati, OH 45202, Attention: City Manager, with a copy to the Director of the Department of Community and Economic Development, City of Cincinnati, 805 Central Avenue, Suite 700, Cincinnati, OH 45202; and to Owner at its address set forth in the introductory paragraph hereof. If Owner sends a notice to the City alleging that the City is in default under this Agreement, Owner 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. The City and Owner may, by notice given under this Agreement, designate any further or different addresses to which subsequent notices or other communications shall be sent.

8. **COVENANTS AND REPRESENTATIONS.** Owner hereby reaffirms its representations and warranties contained in the Development Agreement and any other Project Documents as of the Effective Date of this Agreement.

9. **EXEMPTION APPLICATION.** Owner shall prepare, execute and (following the City's prior receipt of copies for review and approval in the City's sole discretion) file, in a timely fashion after the Effective Date, such applications, documents and other information with the appropriate officials of the State of Ohio and Hamilton County, or other public body as may be required to effect and maintain during the Exemption Period as described in ORC Chapter 5709 the exemption from real property taxation as contemplated by said Chapter. Owner and the City currently expect that such exemption from real property taxation shall apply initially to the 2023 tax year. Owner shall continuously use due diligence and employ commercially reasonable efforts to keep such exemption in force, not permitting the same to lapse or be suspended or revoked for any reason within Owner's control. In the event that subsequent to the allowance of such exemption, the same is at any time revoked or suspended due to the act or omission of Owner, Owner shall nevertheless continue to make Service Payments throughout the Exemption Period; *provided, however* that such Service Payments shall only be required during any period of revocation or suspension to the extent (and in the amounts) necessary to cover debt service and other financing costs related to any bonds the City has issued prior to the date of revocation or suspension of the exemption which are secured by the City to be repaid, in whole or in part, by the Service Payments (or such portion of the Service Payments as the City may be entitled to pledge as collateral or utilize for repayment of debt under the terms of this Agreement).

10. **DEFAULTS AND REMEDIES.** If Owner fails to make any Service Payment when due (but subject to the 5 day Cure Period for Payment Defaults described in the Development Agreement) (time being of the essence), or if Owner fails to observe or perform any other obligation hereunder (including Owner's obligation to comply with the terms of the Development Agreement) and such other failure continues for more than thirty (30) days after the City notifies Owner in writing thereof, the City shall be entitled to exercise and pursue any and all rights and remedies available to it hereunder, at law {00327759-7}

or in equity, including, without limitation, (i) foreclosure of the lien created hereby, and (ii) terminating this Agreement without modifying or abrogating Owner's obligation to make Service Payments; *provided, however*, that if the nature of the default (other than a Payment Default) is such that it cannot reasonably be cured during an applicable cure period, Owner shall not be in default under this Agreement so long as Owner commences to cure the default within such cure period and thereafter diligently completes such cure within sixty (60) days after Owner's receipt of the City's initial notice of default. Owner shall pay to the City upon demand an amount equal to all costs and damages suffered or incurred by the City in connection with such default, including, without limitation, attorneys' fees. Waiver by the City of any default shall not be deemed to extend to any subsequent or other default under this Agreement. All rights and remedies hereunder are cumulative.

**11. DURATION OF AGREEMENT.** This Agreement shall become effective on the Effective Date and, except with respect to those provisions expressly stated to survive the expiration of this Agreement, shall expire on the later of (i) the day following the date of payment of the final Rebate Payment to be made under the Development Agreement, and (ii) the day following the date of payment of the final Service Payment applicable to the Exemption Period. This Agreement shall survive any foreclosures, bankruptcy, or lien enforcement proceedings. Upon such expiration, the City shall deliver to Owner such documents and instruments as Owner may reasonably request to evidence such expiration.

**12. TRUSTEE.** Owner hereby acknowledges and agrees that the City may, following the Effective Date, enter into a trust agreement or other like agreement with a trustee selected by the City for the purposes of carrying out and/or administering some or all of the City's obligations under this Agreement, as determined by the City. If the City generally implements such an arrangement for transactions, such as those contemplated by this Agreement, involving tax increment financing under Ohio Revised Code Section 5709.41 or tax increment financing generally, then Owner agrees to (i) execute such documents or acknowledgments as may be reasonably required in order for the City to procure the services of such trustee, including, if applicable, a trust agreement, and (ii) pay the fees and expenses of the trustee (or, at the City's option, reimburse the City for the fees and expenses of the trustee paid by the City).

**13. GENERAL PROVISIONS.**

A. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same Agreement.

B. **Captions.** Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

C. **Governing Law and Choice of Forum.** This Agreement shall be governed by the laws of the State of Ohio and the City of Cincinnati and shall be interpreted and enforced in accordance with the laws of this State and City without regard to the principles of conflicts of laws. All unresolved claims and other matters in question between the City and Owner shall be decided in the Hamilton County Court of Common Pleas. The parties hereby waive trial by jury.

D. **Severability.** If any provision of this Agreement is determined to be illegal, invalid or unenforceable, it is the intention of the parties that the remainder of this Agreement shall not be affected thereby, and in lieu of each provision that is illegal, invalid or unenforceable, there shall be added as a part of this Agreement provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

E. **Additional Documents.** The City and Owner agree to execute any further agreements, documents or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement to the extent permitted by this Agreement and in compliance with all laws and ordinances controlling this Agreement.

F. Entire Agreement; Amendments. This Agreement, together with the Development Agreement, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements of the parties. This Agreement may be amended only by a written amendment signed by all parties.

G. Exhibit. The following exhibit is attached hereto and made a part hereof:  
Exhibit A - Legal Description

*SIGNATURES ON FOLLOWING PAGE*

This Service Agreement is executed by the City and Owner by their duly-authorized officers or representatives as of the Effective Date.

**OTR PROJECT PARTNERS, LLC**

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

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

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

Date: \_\_\_\_\_, 2021

**CITY OF CINCINNATI**

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

Date: \_\_\_\_\_, 2021

Approved as to Form:

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

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

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

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

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

*NOTARY BLOCKS ON FOLLOWING PAGE*



STATE OF OHIO                     )  
  ) SS:  
COUNTY OF HAMILTON            )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ (name), \_\_\_\_\_ (title) of OTR Project Partners, LLC, an Ohio limited liability company, on behalf of the company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

STATE OF OHIO                     )  
  ) SS:  
COUNTY OF HAMILTON            )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Paula Boggs Muething, City Manager of the CITY OF CINCINNATI, an Ohio municipal corporation, on behalf of the corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

This instrument prepared by:  
Kaitlyn M. Geiger, Esq.  
City of Cincinnati  
Office of the City Solicitor  
801 Plum Street, Room 214  
Cincinnati, OH 45202

**EXHIBIT A  
TO  
SERVICE AGREEMENT**

**LEGAL DESCRIPTION**

[INTENTIONALLY OMITTED]

EXHIBIT D-1

to Development Agreement

**FORM OF QUITCLAIM DEED – INITIAL CONVEYANCE**

----- space above for recorder -----

**QUITCLAIM DEED**

**OTR PROJECT PARTNERS, LLC**, an Ohio limited liability company, the address of which is [ ] ("Grantor"), for valuable consideration paid, hereby grants and conveys to the **CITY OF CINCINNATI**, an Ohio municipal corporation ("Grantee"), having an address at 801 Plum Street, Cincinnati, Ohio 45202, all Grantor's right, title and interest in and to the real property described on Exhibit A (Legal Description) hereto.

The City's acceptance of the Property was authorized by Ordinance No. \_\_\_\_\_, passed by City Council on \_\_\_\_\_, 2021.

Prior instrument reference: Official Record \_\_\_\_\_, Page \_\_\_\_\_, Hamilton County, Ohio Records.

Executed on \_\_\_\_\_, 2021.

**OTR PROJECT PARTNERS, LLC**

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

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

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

Date: \_\_\_\_\_, 2021

**NOTARY BLOCK FOLLOWS**

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ (name), \_\_\_\_\_ (title) of OTR Project Partners, LLC, an Ohio limited liability company, on behalf of the company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

Approved as to Form:

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

This instrument prepared by:     Kaitlyn M. Geiger, Esq.; City of Cincinnati, Office of the City Solicitor;  
801 Plum Street, Room 214; Cincinnati, Ohio 45202

**Exhibit A to Quitclaim Deed**

Legal Description

[INTENTIONALLY OMITTED]

EXHIBIT D-2  
to Development Agreement

**FORM OF QUITCLAIM DEED – CITY CONVEYANCE**

----- space above for recorder -----

**QUITCLAIM DEED**

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), having an address of 801 Plum Street, for valuable consideration paid, hereby grants and conveys to **OTR PROJECT PARTNERS, LLC**, an Ohio limited liability company, the address of which is [\_\_\_\_\_] ("**Grantee**"), all of the City's right, title and interest in and to the real property described on Exhibit A (*Legal Description*) hereto.

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

Prior instrument reference: Official Record \_\_\_\_\_, Page \_\_\_\_\_, Hamilton County, Ohio Records.

Executed on \_\_\_\_\_, 2021.

CITY OF CINCINNATI

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

STATE OF OHIO            )  
                                      ) SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by Paula Boggs Muething, City Manager of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

Approved as to Form:

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

{00327759-7}



This instrument prepared by: Kaitlyn M. Geiger, Esq., City of Cincinnati Law Department, 801 Plum Street, Suite 214, Cincinnati, Ohio 45202

**Exhibit A to Quitclaim Deed**

Legal Description

[INTENTIONALLY OMITTED]

EXHIBIT E  
to Development Agreement  
**FORM OF COMPLETION GUARANTY**  
[to be attached]

## EXHIBIT F

### to Development Agreement

#### DISBURSEMENT OF FUNDS

(A) Conditions to be Satisfied Prior to Disbursement of Funds. The City shall be under no obligation to disburse the funds of up to \$29,736.72 to Developer for the construction of Public Improvements (the "Funds") until the following conditions are satisfied:

(i) Developer shall have provided the City with evidence of insurance required under this Agreement;

(ii) Developer shall have provided the City with evidence that it has obtained all licenses, permits, governmental approvals and the like necessary for the construction work;

(iii) the parties shall have approved the construction budget and construction schedule for the Public Improvements;

(iv) on-site construction for the Public Improvements shall have commenced and be proceeding in accordance with the City approved plans and proposed construction schedule;

(v) Developer shall have provided the City with such other documents, reports and information relating to the Project as the City may reasonably request; and

(vi) Developer shall not be in default under this Agreement.

(B) Disbursement of Funds on a Pro Rata Basis. Provided all of the requirements for disbursement of the Funds shall have been satisfied, the City shall disburse the Funds from the Project account. The City shall disburse the Funds on a reimbursement basis and on a "pro rata" basis with the other sources of funds for the Public Improvements; i.e., the City's Funds shall not be "first in". (For example, if the Funds represent one fourth (1/4<sup>th</sup>) of the total funds for the Public Improvements, at no time shall the amount of the disbursed Funds exceed 1/4<sup>th</sup> of the total amount of the disbursed funds for the Public Improvements.) Developer shall request the Funds and shall use the Funds solely to reimburse itself for documented hard construction costs paid by Developer to third parties for construction of the Public Improvements and for no other purpose. Nothing in this Agreement shall permit, or shall be construed to permit, the expenditure of Funds for the acquisition of supplies or inventory, or for the purpose of purchasing materials not used in the construction, or for establishing a working capital fund, or to pay for soft costs, or for any other purpose expressly disapproved by the City. Developer shall not request a disbursement of Funds for any expenditure that is not itemized on or contemplated by the approved budget or if the costs for which the disbursement is being requested exceeds the applicable line item in the budget; however, Developer may request, in writing, that funds be transferred between line items, with the City's approval thereof not to be unreasonably withheld. Disbursements from the Project account shall be limited to an amount equal to the actual cost of the work, materials and labor incorporated in the work up to the amount of such items as set forth in Developer's request for payment. Anything contained in this Agreement to the contrary notwithstanding, the City shall not be obligated to make or authorize any disbursements from the Project account if the City determines, in its reasonable discretion, that the amounts remaining from all funding sources with respect to the construction of the Public Improvements are not sufficient to pay for all the costs to complete construction. Developer acknowledges that the obligation of the City to disburse the Funds to Developer for construction shall be limited to the Funds to be made available by the City under this Agreement. Developer shall provide all additional funds from other resources to complete the Public Improvements. Notwithstanding anything in this Agreement to the contrary, the City's obligation to make the Funds for construction available to Developer, to the extent such Funds have not been disbursed, shall terminate ninety (90) days following completion of construction of the Public Improvements.

(C) Draw Procedure

(i) Frequency. Developer may make disbursement requests no more frequently than once in any thirty (30) day period.

(ii) Documentation. Each disbursement request shall include the following: For construction costs shown on the approved budget, Developer shall submit a draw request form provided by the City, with the following attachments: (1) an AIA G-702-703 Form (AIA) or such other similar form acceptable to the City, (2) sworn affidavits and/or unconditional lien waivers (together with copies of paid invoices, contracts, or other supporting data) from all contractors, subcontractors and materialmen covering all work, labor and materials for the work through the date of the disbursement and establishing that all such work, labor and materials have been paid for in full, (3) waivers or disclaimers from suppliers of fixtures or equipment who may claim a security interest therein, and (4) such other documentation or information requested by the City that a prudent construction lender might request. All affidavits and lien waivers shall be signed, fully-executed originals.

(D) Retainage. After review and approval of a disbursement request, the City shall disburse ninety percent (90%) of the amount requested, less retainage equal to ten percent (10%) thereof. The retained amount shall be disbursed when (i) construction of the Public Improvements has been completed, (ii) the City has obtained final lien waivers and all other conditions to payment set forth in this Agreement have been satisfied with respect to such payment, (iii) Developer has provided the City with a complete set of "as built" drawings for the Public Improvements if required by DOTE, and (iv) Developer has complied with all of its other obligations under this Agreement as determined by the City in its sole discretion.

(E) Estoppel Certification. A request for the disbursement of Funds shall, unless otherwise indicated in writing at the time Developer makes such request, be deemed as a representation and certification by Developer that (i) that all work done and materials supplied to date are in accordance with the City-approved plans and specifications for the Public Improvements and in strict compliance with all legal requirements as of the date of the request, (ii) the Public Improvements are being completed in accordance with the City-approved budget and construction schedule, and (iii) Developer and the City have complied with all of their respective obligations under this Agreement. If Developer alleges that the City has been or is then in default under this Agreement at the time Developer makes such request, and if the City disputes such allegation, the City shall not be obligated to make or authorize such disbursement until the alleged default has been resolved.

EXHIBIT H

to Development Agreement

PRIOR DEVELOPER'S REPURCHASE RIGHT ACKNOWLEDGMENT

----- space above for recorder -----

**ACKNOWLEDGMENT OF REPURCHASE RIGHT**

**W LIBERTY & ELM, LLC**, an Ohio limited liability company, the address of which is [\_\_\_\_\_] ("Grantor"), being the owner of the real property described on Exhibit A (Legal Description) hereto, hereby acknowledges that the repurchase right of the City of Cincinnati, Ohio (the "**City**") set forth in that certain *Quitclaim Deed* from the City to Grantor, recorded on April 13, 2018, in Hamilton County Recorder Official Record Book 13646, Page 1334, as modified by that certain Development Agreement by and between the City and Grantor dated \_\_\_\_\_ (the "**Development Agreement**"), remains in effect until released in accordance with the provisions of the Development Agreement or otherwise with the express written consent of the City.

Executed on \_\_\_\_\_, 2021.

**W LIBERTY & ELM, LLC**

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

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

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

Date: \_\_\_\_\_, 2021

*NOTARY BLOCK FOLLOWS*



STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ (name), \_\_\_\_\_ (title) of W Liberty & Elm, LLC, an Ohio limited liability company, on behalf of the company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

Approved as to Form:

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

This instrument prepared by:   Kaitlyn M. Geiger, Esq.; City of Cincinnati, Office of the City Solicitor;  
801 Plum Street, Room 214; Cincinnati, Ohio 45202

**Exhibit A to Acknowledgment of Repurchase Right**

Legal Description

[INTENTIONALLY OMITTED]

EXHIBIT I

to Development Agreement

DEVELOPER'S REPURCHASE RIGHT ACKNOWLEDGMENT

----- space above for recorder -----

**ACKNOWLEDGMENT OF REPURCHASE RIGHT**

**OTR PROJECT PARTNERS, LLC**, an Ohio limited liability company, the address of which is [ ] ("**Grantor**"), being the owner of the real property described on Exhibit A (Legal Description) hereto, hereby acknowledges that the repurchase right of the City of Cincinnati, Ohio (the "**City**") set forth in that certain *Quitclaim Deed* from the City to W Liberty & Elm, LLC, an Ohio limited liability company, recorded on April 13, 2018, in Hamilton County Recorder Official Record Book 13646, Page 1334, as modified by that certain Development Agreement by and between the City and Grantor dated \_\_\_\_\_ (the "**Development Agreement**"), remains in effect until released in accordance with the provisions of the Development Agreement or otherwise with the express written consent of the City.

Executed on \_\_\_\_\_, 2021.

**OTR PROJECT PARTNERS, LLC**

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

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

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

Date: \_\_\_\_\_, 2021

*NOTARY BLOCK FOLLOWS*

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ (name), \_\_\_\_\_ (title) of OTR Project Partners, LLC, an Ohio limited liability company, on behalf of the company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

Approved as to Form:

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

This instrument prepared by:     Kaitlyn M. Geiger, Esq.; City of Cincinnati, Office of the City Solicitor;  
801 Plum Street, Room 214; Cincinnati, Ohio 45202

**Exhibit A to Acknowledgment of Repurchase Right**

Legal Description

[INTENTIONALLY OMITTED]

## EXHIBIT I

### to Development Agreement

#### **ADDITIONAL REQUIREMENTS**

Developer and Developer's general contractor shall comply with all applicable statutes, ordinances, regulations, and rules of the government of the United States, State of Ohio, County of Hamilton, and City of Cincinnati (collectively, "**Government Requirements**"), including the Government Requirements listed below, to the extent that they are applicable. Developer hereby acknowledges and agrees that (a) the below listing of Government Requirements is not intended to be an exhaustive list of Government Requirements applicable to the Project, Developer, or Developer's contractors, subcontractors or employees, either on the City's part or with respect to any other governmental entity, and (b) neither the City nor its Law Department is providing legal counsel to or creating an attorney-client relationship with Developer by attaching this Exhibit to the Agreement.

This Exhibit serves two functions:

(i) Serving as a Source of Information With Respect to Government Requirements. This Exhibit identifies certain Government Requirements that may be applicable to the Project, Developer, or its contractors and subcontractors. Because this Agreement requires that Developer comply with all applicable laws, regulations, and other Government Requirements (and in certain circumstances to cause others to do so), this Exhibit flags certain Government Requirements that Developers, contractors and subcontractors regularly face in constructing projects or doing business with the City. To the extent a Developer is legally required to comply with a Government Requirement, failure to comply with such a Government Requirement is a violation of the Agreement.

(ii) Affirmatively Imposing Contractual Obligations. If certain conditions for applicability are met, this Exhibit also affirmatively imposes contractual obligations on Developer, even where such obligations are not imposed on Developer by Government Requirements. As described below, the affirmative obligations imposed hereby are typically a result of policies adopted by City Council which, per Council's directive, are to be furthered by the inclusion of certain specified language in some or all City contracts. The City administration (including the City's Department of Community and Economic Development) is responsible for implementing the policy directives promulgated by Council (which typically takes place via the adoption of motions or resolutions by Council), including, in certain circumstances, by adding specific contractual provisions in City contracts such as this Agreement.

(A) Construction Workforce.

(i) Applicability. Consistent with the limitations contained within the City Resolutions identified in clause (ii) below, this Section (A) shall not apply to contracts with the City other than construction contracts, or to construction contracts to which the City is not a party. For the avoidance of doubt, this Agreement is a construction contract solely to the extent that it directly obligates Developer to assume the role of a general contractor on a construction project for public improvements such as police stations or other government buildings, public parks, or public roadways.

The Construction Workforce Goals are not applicable to future work (such as repairs or modifications) on any portion of the Project. The Construction Workforce Goals are not applicable to the purchase of specialty fixtures and trade fixtures.

(ii) Requirement. In furtherance of the policy enumerated in City Resolutions No. 32-1983 and 21-1998 concerning the inclusion of minorities and women in City construction work, if Developer is performing construction work for the City under a construction contract to which the City is a party, Developer shall use Best Efforts to achieve a standard of no less than 11.8% Minority Persons (as defined below) and 6.9% females (of whom at least one-half shall be Minority Persons) in each craft trade {00327759-7}



in Developer and its general contractor's aggregate workforce in Hamilton County, to be achieved at least halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the "**Construction Workforce Goals**").

As used herein, the following terms shall have the following meanings:

(a) "**Best Efforts**" means substantially complying with all of the following as to any of its employees performing such construction, and requiring that all of its construction subcontractors substantially comply with all of the following: (1) solicitation of Minority Persons as potential employees through advertisements in local minority publications; and (2) contacting government agencies, private agencies, and/or trade unions for the job referral of qualified Minority Persons.

(b) "**Minority Person**" means any person who is Black, Asian or Pacific Islander, Hispanic, American Indian or Alaskan Native.

(c) "**Black**" means a person having origin in the black racial group of Africa.

(d) "**Asian or Pacific Islander**" means a person having origin in the original people of the Far East or the Pacific Islands, which includes, among others, China, India, Japan, Korea, the Philippine Islands, Malaysia, Hawaii and Samoa.

(e) "**Hispanic**" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish cultural origin.

(f) "**American Indian**" or "**Alaskan Native**" means a person having origin in any of the original people of North America and who maintains cultural identification through tribal affiliation.

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Confering with Trade Unions.

(a) Applicability. Per City of Cincinnati, Ordinance No. 130-2002, this requirement is limited to transactions in which Developer receives City funds or other assistance (including, but not limited to, the City's construction of public improvements to specifically benefit the Project, or the City's sale of real property to Developer at below fair market value).

(b) Requirement. This Agreement may be subject to the requirements of City of Cincinnati, Ordinance No. 130-2002, as amended or superseded, providing that, if Developer receives City funds or other assistance, Developer and its general contractor, prior to the commencement of construction of the Project and prior to any expenditure of City funds, and with the aim of reaching comprehensive and efficient project agreements covering all work done by Developer or its general contractor, shall meet and confer with: the trade unions representing all of the crafts working on the Project, and minority, female, and locally-owned contractors and suppliers potentially involved with the construction of the Project. At this meeting, Developer and/or its general contractor shall make available copies of the scope of work and if prevailing wage rates apply, the rates pertaining to all proposed work on the Project. Not later than ten (10) days following Developer and/or its general contractor's meet and confer activity, Developer shall provide to the City, in writing, a summary of Developer and/or its general contractor's meet and confer activity.

(ii) Contracts and Subcontracts; Competitive Bidding.

(a) Applicability. This clause (ii) is applicable to "construction contracts" under Cincinnati Municipal Code Chapter 321. Municipal Code Chapter 321 defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than four thousand dollars and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority," and "contract" as "all written agreements of the City of Cincinnati, its boards or commissions, prepared and signed by the city purchasing agent or a board or commission for the procurement or disposal of supplies, service or construction."

(b) Requirement. If CMC Chapter 321 applies to the Project, Developer is required to ensure that all contracts and subcontracts for the Project are awarded pursuant to a competitive bidding process that is approved by the City in writing. All bids shall be subject to review by the City. All contracts and subcontracts shall be expressly required by written agreement to comply with the provisions of this Agreement and the applicable City and State of Ohio laws, ordinances and regulations with respect to such matters as allocation of subcontracts among trade crafts, Small Business Enterprise Program, Equal Employment Opportunity, and Construction Workforce Goals.

(iii) Competitive Bidding for Certain City-Funded Development Agreements.

(a) Applicability. Pursuant to Ordinance No. 273-2002, the provision in clause (b) below applies solely where the Project receives in \$250,000 or more in direct City funding, and where such funding comprises at least 25% of the Project's budget. For the purposes of this clause (iii), "direct City funding" means a direct subsidy of City funds in the form of cash, including grants and forgivable loans, but not including public improvements, land acquisitions and sales, job creation tax credits, or tax abatements or exemptions.

(b) Requirement. This Agreement requires that Developer issue an invitation to bid on the construction components of the development by trade craft through public notification and that the bids be read aloud in a public forum. For purposes of this provision, the following terms shall be defined as set forth below:

(1) "Bid" means an offer in response to an invitation for bids to provide construction work.

(2) "Invitation to Bid" means the solicitation for quoted prices on construction specifications and setting a time, date and place for the submission of and public reading of bids. The place for the public reading of bids shall be chosen at the discretion of Developer; however, the place chosen must be accessible to the public on the date and time of the public reading and must have sufficient room capacity to accommodate the number of respondents to the invitation to bid.

(3) "Trade Craft" means (a) general construction work, (b) electrical equipment, (c) plumbing and gas fitting, (d) steam and hot water heating and air conditioning and ventilating apparatus, and steam power plant, (e) elevator work, and (f) fire protection.

(4) "Public Notification" means (a) advertisement of an invitation to bid with ACI (Allied Construction Industries) and the Dodge Report, and (b) dissemination of the advertisement (either by mail or electronically) to the South Central Ohio Minority Business Council, Greater Cincinnati Northern Kentucky African-American Chamber of Commerce, and the Hispanic Chamber of Commerce. The advertisement shall include a description of the "scope of work" and any other information reasonably necessary for the preparation of a bid, and it shall be published and disseminated no less than fourteen days prior to the deadline for submission of bids stated in the invitation to bid.

(5) "Read Aloud in a Public Forum" means all bids shall be read aloud at the time, date and place specified in the invitation for bids, and the bids shall be available for public inspection at the reading.

(C) City Building Code. All construction work must be performed in compliance with City building code requirements.

(D) Lead Paint Regulations. All work must be performed in compliance with Chapter 3742 of the Ohio Revised Code, Chapter 3701-32 of the Ohio Administrative Code, and must comply with OSHA's Lead in Construction Regulations and the OEPA's hazardous waste rules. All lead hazard abatement work must be supervised by an Ohio Licensed Lead Abatement Contractor/Supervisor.

(E) Displacement. If the Project involves the displacement of tenants, Developer shall comply with all Government Requirements in connection with such displacement. If the City shall become obligated to pay any relocation costs or benefits or other sums in connection with the displacement of tenants, under Cincinnati Municipal Code Chapter 740 or otherwise, Developer shall reimburse the City for any and all such amounts paid by the City in connection with such displacement within twenty (20) days after the City's written demand.

(F) Small Business Enterprise Program.<sup>2</sup>

(i) Applicability. The applicability of Municipal Code Chapter 323 (Small Business Enterprise Program) is limited to construction contracts in excess of \$5,000. Municipal Code Chapter 323 defines "contract" as "a contract in excess of \$5,000.00, except types of contracts listed by the City purchasing agent as exempt and approved by the City Manager, for (a) construction, (b) supplies, (c) services, or (d) professional services." It defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than \$4,000 and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority." To the extent Municipal Code Chapter 323 does not apply to this Agreement, Developer is not subject to the various reporting requirements described in this Section (F).

(ii) Requirement. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises ("SBE"s), which include SBEs owned by minorities and women. Accordingly, subject to clause (i) above, Developer and its general contractor shall use its best efforts and take affirmative steps to assure that SBEs are utilized as sources of supplies, equipment, construction, and services, with the goal of meeting 30% SBE participation for construction contracts and 15% participation for supplies/services and professional services contracts. An SBE means a consultant, supplier, contractor or subcontractor who is certified as an SBE by the City in accordance with Cincinnati Municipal Code ("CMC") Chapter 323. (A list of SBEs may be obtained from the Department of Economic Inclusion or from the City's web page, <http://cincinnati.diversitycompliance.com>.) Developer and its general contractor may refer interested firms to the Department of Economic Inclusion for review and possible certification as an SBE, and applications may also be obtained from such web page. If the SBE program is applicable to this Agreement, as described in clause (i) above, Developer agrees to take (or cause its general contractor to take) at least the following affirmative steps:

(1) Including qualified SBEs on solicitation lists.

(2) Assuring that SBEs are solicited whenever they are potential sources. Contractor must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials or to bid on construction contracts for the Project. Contractor is

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<sup>2</sup> Note: DCED is currently evaluating revisions to this SBE section due to recent legislative changes adopted by Council. If DCED implements these policy changes prior to the execution of this Agreement, this section will be revised.

encouraged to use the internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot be used as substitutes for the above.

(3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

(4) When needs permit, establishing delivery schedules that will encourage participation by SBEs.

(iii) Subject to clause (i) above, if any subcontracts are to be let, Developer shall require the prime contractor to take the above affirmative steps.

(iv) Subject to clause (i) above, Developer shall provide to the City, prior to commencement of the Project, a report listing all of the contractors and subcontractors for the Project, including information as to the owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. Developer or its general contractor shall update the report monthly by the 15<sup>th</sup>. Developer or its general contractor shall enter all reports required in this subsection via the City's web page referred to in clause (i) above or any successor site or system the City uses for this purpose. Upon execution of this Agreement, Developer and its general contractor shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.

(v) Subject to clause (i) above, Developer and its general contractor shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City shall have the right to review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the affiant pursuant to Section 2921.12, Ohio Revised Code.

(vi) Subject to clause (i) above, failure of Developer or its general contractor to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach the minimum percentage goals for SBE participation as set forth in Cincinnati Municipal Code Chapter 323, may be construed by the City as failure of Developer to use best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this section.

(G) Equal Employment Opportunity.

(i) Applicability. Chapter 325 of the Cincinnati Municipal Code (Equal Employment Opportunity) applies (a) where the City expends more than \$5,000 under a non-construction contract, or (b) where the City spends or receives over \$5,000 to (1) employ another party to construct public improvements, (2) purchase services, or (3) lease any real or personal property to or from another party. Chapter 325 of the Municipal Code does not apply where the contract is (a) for the purchase of real or personal property to or from another party, (b) for the provision by the City of services to another party, (c) between the City and another governmental agency, or (d) for commodities such as utilities.

(ii) Requirement. If this Agreement is subject to the provisions of Chapter 325 of the Cincinnati Municipal Code (the City of Cincinnati's Equal Employment Opportunity Program), the provisions thereof are hereby incorporated by reference into this Agreement.

(H) Prevailing Wage. Developer shall comply, and shall cause all contractors working on the Project to comply, with all any prevailing wage requirements that may be applicable to the Project. In the event that the City is directed by the State of Ohio to make payments to construction workers based on violations of such requirements, Developer shall make such payments or reimburse the City for such payments within twenty (20) days of demand therefor. A copy of the City's prevailing wage determination may be attached to this Exhibit as Addendum I to Additional Requirements Exhibit (City's Prevailing Wage Determination) hereto.

(I) Compliance with the Immigration and Nationality Act. In the performance of its construction obligations under this Agreement, Developer shall comply with the following provisions of the federal Immigration and Nationality Act: 8 U.S.C.A. 1324a(a)(1)(A) and 8 U.S.C.A. 1324a(a)(2). Compliance or noncompliance with those provisions shall be solely determined by final determinations resulting from the actions by the federal agencies authorized to enforce the Immigration and Nationality Act, or by determinations of the U.S.

(J) Prompt Payment. The provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System", may apply to this Agreement. Municipal Code Chapter 319 also (i) provides certain requirements for invoices from contractors with respect to the Prompt Payment System, and (ii) obligates contractors to pay subcontractors for satisfactory work in a timely fashion as provided therein.

(K) Conflict of Interest. Pursuant to Ohio Revised Code 102.03, no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project may have any personal financial interest, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.

(L) Ohio Means Jobs. If this Agreement constitutes a construction contract (pursuant to the guidance with respect to the definition of that term provided in Section (A) above), then, pursuant to Ordinance No. 238-2010: To the extent allowable by law, Developer and its general contractor shall use its best efforts to post available employment opportunities with Developer, the general contractor's organization, or the organization of any subcontractor working with Developer or its general contractor with the OhioMeansJobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-946-7200.

(M) Wage Enforcement.

(i) 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.

(N) Americans With Disabilities Act; Accessibility.

(i) Applicability. Cincinnati City Council adopted Motion No. 201600188 on February 3, 2016 (the "**Accessibility Motion**"). This motion directs City administration, including DCED, to include language specifically requiring compliance with the Americans With Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and imposing certain minimum accessibility standards on City-subsidized projects regardless of whether there are arguably exceptions or reductions in accessibility standards available under the ADA or State law.

(ii) Requirement. In furtherance of the policy objectives set forth in the Accessibility Motion, (A) the Project shall comply with the ADA, and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then Developer shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

(O) Electric Vehicle Charging Stations in Garages.

(i) Applicability. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of "qualifying incentives" for projects involving the construction of a parking garage to include a provision requiring the {00327759-7}



inclusion of certain features in the garage relating to electric vehicles. The ordinance defines "qualifying incentives" as the provision of incentives or support for the construction of a parking garage in the form of (a) the provision of any City monies or monies controlled by the City including, without limitation, the provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, "qualifying incentives" does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to Ohio Revised Code 3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

(ii) Requirement. If the applicability criteria of Ordinance No. 89-2017 are met, then the following requirements shall apply to any parking garage included within the Project: (a) at least one percent of parking spaces, rounding up to the nearest integer, shall be fitted with Level 2 minimum 7.2 kilowatt per hour electric car charging stations; provided that if one percent of parking spaces is less than two parking spaces, the minimum number of parking spaces subject to this clause shall be two parking spaces; and (b) the parking garage's electrical raceway to the electrical supply panel serving the garage shall be capable of providing a minimum of 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer, and the electrical room supplying the garage must have the physical space for an electrical supply panel sufficient to provide 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer.

(P) Certification as to Non-Debarment. Developer represents that neither it nor any of its principals is presently suspended or debarred by any federal, state, or local government agency. In completing the Project, Developer shall not solicit bids from any contractors or subcontractors who are identified as being suspended or debarred by any federal, state, or local government agency. If Developer or any of its principals becomes suspended or debarred by any federal, state, or local government agency during the term of this Agreement, Developer shall be considered in default under this Agreement.

*Addendum I  
to  
Additional Requirements Exhibit*

City's Prevailing Wage Determination

**REQUEST FOR PROJECT WAGE DETERMINATION**

**DATE RECEIVED:** 10/8/2020

**ORIGINAL ASSIGNED NUMBER:** 2020-211

**DEI USE ONLY**

Fillout and Circle all that Apply Below:

**FUNDING GUIDELINES:**  
(State or Federal)

**RATES THAT APPLY:**  
(Building, Heavy, Highway, Residential)  
Prevailing wage does not apply.

**DECISION NUMBER:** N/A

**MODIFICATIONS:** N/A

**DECISION DATE:** N/A

**EXPIRATION DATE:** N/A

**SUPERSEDES DECISION NUMBER:** N/A

**DETERMINATION BY:**

Name: Dionne Cherry

Title: Contract Compliance Specialist

Date: 10/14/2020

**APPROVED BY:**

Trina Wilkerson Hoane  
INTERIM DEPT DIRECTOR, DEPARTMENT OF  
ECONOMIC INCLUSION

**REQUESTING AGENCY OR DEPT:**  
Economic Development

**CONTACT PERSON AND PHONE  
NUMBER:**  
John Reiser ext. 6261

Requested Date: 10/08/2020  
Estimated Advertising Date: 01/01/2021  
Estimated Bid Opening Date: 02/01/2021  
Estimated Starting Date: 02/15/2021

**SOURCE AND FUND NUMBER**

<b>CITY</b>	<b>FUND</b> n/a
<b>STATE</b>	<b>FUND</b> n/a
<b>COUNTY</b>	<b>FUND</b> n/a
<b>FEDERAL</b>	<b>FUND</b> n/a

**PROJECT ACCOUNT NUMBER:** n/a

**AMT. OF PUB. FUNDING \$:** 0.00

**TOTAL PROJECT DOLLARS:** 78,408,031

**NAME OF PROJECT**

Liberty & Elm Development

**COMMENTS:**

As described, no direct public funds will be used on the project. Therefore, neither State nor Federal prevailing wage will apply.

Further, local prevailing wage does not apply as the project does not meet the definition of a "Development Agreement" under CMC 321-1-D2(b)(1).

Note: Any changes to the scope, funding or developer on the project, or the failure of the project to start within 90 days of the determination will require revisions to this wage determination.

**TYPE OF WORK**

1. Building	X	2. Heavy	
3. Highway		4. Residential	X
5. Demolition	X		
6. Other			

**PROJECT LOCATION**

The project site consists of 1617 Elm Street, located at the northwest corner of Liberty Street and Elm Street, and 1621 Logan Street, which sits between Logan Street and Central Parkway. The existing building at 1621 Logan Street will be demolished. Two new buildings are proposed on the project site. Once complete, the two buildings will consist of approximately 278 residential units, a 197 space parking garage and 11,000 square feet of commercial space.

**PROJECT FUNDING SOURCE**

No direct funding is being awarded. City incentive is a 5709.41 TIF for a term of 30 years.

**PROJECT SCOPE OF WORK AND BUDGET**

OTR Partner Projects, LLC proposes the development of approximately 278 market-rate residential apartment units, covered parking with one hundred and ninety-seven (197) parking spaces, and eleven thousand (11,000), square feet of commercial space. The project will cost an estimated \$78,408,031.

DEI 217 Form  
REV: 6/12/2017

Contract No: \_\_\_\_\_

## **DEVELOPMENT AGREEMENT**

*between the*

**CITY OF CINCINNATI,**  
an Ohio municipal corporation

*and*

**OTR PROJECT PARTNERS, LLC,**  
an Ohio limited liability company

Project Name: Liberty and Elm  
(1617 Elm Street and 1621 Logan Street, Cincinnati, Ohio)

Dated: \_\_\_\_\_, 2021

## DEVELOPMENT AGREEMENT

(Liberty and Elm)

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into effective as of the Effective Date (as defined on the signature page hereof) between the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"), and **OTR PROJECT PARTNERS, LLC**, an Ohio limited liability company, 14 West 15<sup>th</sup> Street, Cincinnati, Ohio 45202 ("**Developer**"), which is an affiliate of FG OTR 1, LLC, an Ohio limited liability company ("**FG**"), and BC OTR Cincinnati, LLC, an Indiana limited liability company ("**BC**"). **W LIBERTY & ELM, LLC**, an Ohio limited liability company ("**Prior Developer**"), is a party to this Agreement for the exclusive purpose of acknowledging and agreeing to the termination of the PSDA (as defined below) and Section 3(K).

### Recitals:

A. Developer is in the process of acquiring 1617 Elm Street and 1621 Logan Street, Cincinnati, Ohio 45202, which currently includes a vacant lot, abandoned right-of-way, and an existing recreational building, as more particularly described in Exhibit A-1 (*Site Plan; Legal Description; Parcel List*) hereto (the "**Property**").

B. The City and Prior Developer are parties to that certain *Property Sale and Development Agreement* dated March 12, 2018 (the "**PSDA**").

C. The portion of the Property consisting of former public rights-of-way, known as Freeport Alley, between Logan Street and Elm Street, and a portion of Campbell Street, between Green Street and Freeport Alley, near the northwest corner of W. Liberty Street and Elm Street in Over-the-Rhine, as depicted on Exhibit A-2 (*Sale Property*) hereto (the "**Sale Property**"), was previously owned by the City and under the management and control of the City's Department of Transportation and Engineering ("**DOT**") and is the continued subject of certain repurchase rights, as more fully described herein.

D. Developer intends to demolish the existing improvements on the Property and to build approximately 278 residential rental units, which includes the Affordable Units (as defined below), approximately 10,000 square feet of commercial space, structured parking with about 220 parking spaces, the Public Improvements (as defined below) that include restoring Freeport Alley for pedestrian and bicycle use, and construct other related improvements at a total estimated project cost of \$77,000,000, all as more particularly described on Exhibit B (*Scope of Work, Budget and Source of Funds*) hereto (collectively, the "**Project**").

E. The City's Real Estate Services Division previously determined, by professional appraisal, that the approximate fair market value of the Sale Property was, at the time of its sale to the Prior Developer, \$35,300; however, the City is agreeable to using up to \$29,736.72 (such amount being the purchase price less the City's closing costs) to reimburse Developer for costs incurred by Developer in constructing public improvements within the adjacent public rights-of-way in connection with the Project (the "**Public Improvements**").

F. The Project is expected to be substantially completed by December 1, 2023 (the "**Completion Deadline**"). Developer has estimated that the Project will result in approximately 200 full-time temporary construction jobs with a total payroll of \$10,065,000, together with approximately 4 full-time permanent jobs upon completion with an estimated annual payroll of approximately \$300,000.

G. In furtherance of the City's urban redevelopment goals, the City intends to provide an incentive to facilitate the creation of housing units and jobs within the City limits. Namely, the City intends to exempt improvements to the Property from real estate taxation under Section 5709.41 of the Ohio Revised Code for 30 years by ordinance (the "**TIF Exemption**" and the "**TIF Ordinance**", respectively), whereby (a) Developer will pay (or cause to be paid) statutory service payments ("**Service Payments**") to the Hamilton County Treasurer, pursuant to a service agreement to be entered into by and between the City and Developer following the Effective Date, which shall be substantially in the form of Exhibit C (*Form of Service Agreement*) hereto (the "**Service Agreement**"), in the same manner and amount as real {00327759-7}

property taxes on the Property would be paid had the project-based TIF Exemption not been established, and (b) the Service Payments, less applicable Hamilton County Auditor fees, will be distributed by the Hamilton County Treasurer to the City and placed in Fund No. 763, Urban Redevelopment Tax Increment Equivalent Fund II, established by Cincinnati City Council Ord. No. 217-2015.

H. Developer anticipates that future development, improvements, amenities and organizations will contribute to the quality and vitality of Over-the-Rhine, 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 Over-the-Rhine. Although this feedback effect will promote the revitalization and redevelopment of the City, it could also impact the affordability of property in the area. Developer acknowledges that there is a critical need for funding within the City for the preservation and development of quality affordable housing. Therefore, with the intention of preserving developing, and improving the availability of quality, reliable affordable housing on a City-wide basis, on or before the on the date of closing for the construction financing for the Project (the "**Financial Closing Date**"), Developer will contribute \$750,000 (the "**Affordable Housing Contribution**") to a City-designated third-party organization (the "**Affordable Housing Organization**"), which funds the Affordable Housing Organization will be obligated by Developer to use the Affordable Housing Contribution to develop and preserve affordable housing in the City.

I. Developer anticipates that either it or its affiliate will redevelop the buildings located at 212-214 W. Liberty Street and/or 1711-1713 Elm Street, Cincinnati, Ohio 45202 (the "**KEAN Redevelopment Project**"). Developer represents that either it or its affiliate will use commercially reasonable efforts to apply for low income housing tax credits, either through the State of Ohio's FHAct50 Program or another State of Ohio program (the "**State Affordable Housing Tax Credits**") for the KEAN Redevelopment Project. In the event that Developer or its affiliate receives the State Affordable Housing Tax Credits for the KEAN Redevelopment Project, then at least 5% of the aggregate housing units created by the Project and the KEAN Redevelopment Project will be constructed by Developer or its affiliate as part of the KEAN Redevelopment Project in accordance with any and all of the affordability requirements associated with the State Affordable Housing Tax Credits. For the avoidance of doubt, nothing in this Recital I shall be binding upon an assignee of Developer's rights hereunder unless such assignee or its affiliate undertakes the KEAN Redevelopment Project. The parties acknowledge and agree that any affordable housing units constructed by Developer or its affiliate in connection with the KEAN Redevelopment Project in excess of those funded by the State Affordable Housing Tax Credits will likely require, and is contingent upon, additional funding, and any additional City funding is subject to further approvals, including legislative approvals, by the City.

J. City Council passed Motion No. 201401368 on November 19, 2014 and Motion No. 201501592 on December 16, 2015 (the "**VTICA Motions**"), which VTICA Motions (i) direct the Department of Community and Economic Development ("**DCED**") to treat contributions by developers in the vicinity of the streetcar project to streetcar operations ("**VTICA**") to be a major factor in its analysis of the appropriateness of providing tax incentives to the developers' projects, and (ii) establish that a contribution of at least 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement is the threshold for whether such a contribution is to be considered by DCED. Due to financial constraints of the Project, for tax years 21-30 of the TIF Exemption, Developer is willing to make a VTICA contribution equal to the greater of \$65,000 or 5% of the Service Payments (as defined below) for the purpose of funding the maintenance and operations of the streetcar given the value that the streetcar provides to the Project (collectively, the "**VTICA Contributions**"). DCED nonetheless believes that, on balance, the Project merits the assistance described in this Agreement because of the aggregate value of the VTICA Contributions, the scale and significance of the investment in the Property and the transformative nature of the Project, and the impact that a continuous 15% contribution would have on the Project's feasibility. To facilitate the VTICA Contributions in as convenient a manner as possible, the City will withhold the VTICA Contributions from the Service Payments and to direct them appropriately in accordance with this Agreement.

K. Prior to any rebate of Service Payments to Developer as described herein, (i) a portion of the applicable Service Payments will be retained by the Hamilton County, Ohio Auditor as a fee, (ii) 33% of the applicable Service Payment will be paid to the Board of Education of the Cincinnati City School {00327759-7}



District (the “**School Board**”) to satisfy the City’s obligations with respect to the Project under that certain Tax Incentive Agreement by and between the City and the School Board effective as of April 28, 2020, as the same may be hereafter amended, modified, and restated (the “**School Board Payments**”), (iii) the City will retain the fees described in Section 11(B) of this Agreement, and (iv) the City will retain the VTICA Contribution, if applicable. The proceeds of any Service Payment actually received by the City with respect to the Property, net of the payments described in clauses (i) through (iv), are referred to in this Agreement as the “**Rebate Payments**”. Subject to the terms and conditions of this Agreement, during years 1 through 30 of the TIF Exemption, the City will provide the Rebate Payments to Developer.

L. In order to create a project-based TIF Exemption for the Project under Section 5709.41 of the Ohio Revised Code, the City must have held fee title to the Property prior to the enactment of the TIF Ordinance. Accordingly, Developer will convey fee title to the Property to the City for \$1.00 at Closing (as defined below), and the City will immediately re-convey the Property to Developer or its Affiliate (as defined below) thereafter for \$1.00, in each case on, and subject to, the terms of this Agreement.

M. The City has determined that re-conveying the Property to Developer or Developer’s Affiliate for \$1.00 is appropriate because the City will receive the Property for the same amount, and the conveyance of the Property back to Developer or its Affiliate is necessary to facilitate the Project.

N. The City has determined that eliminating competitive bidding in connection with the re-conveyance of the Property to Developer or its Affiliate is appropriate because Developer’s willingness to initially convey the Property to the City is contingent upon the City’s agreement to promptly re-convey the Property to Developer or its Affiliate and to no other party.

O. The Property is currently included in the tax increment financing (“**TIF**”) district known as District 3 – OTR West District Incentive District (the “**OTR West TIF District**”). The City will “layer” the exemption provided pursuant to the TIF Ordinance over the OTR West TIF District, as it does not intend to remove the Property from the OTR West TIF District.

P. As used herein, the term “**Project Documents**” means, collectively, this Agreement, the Service Agreement, the Completion Guaranty (as defined below), the Indemnity Agreement (as defined below), and any and all other agreements pertaining to the Project entered into by the City, on the one hand, and Developer, on the other hand, or any instruments or other documents pertaining to the Project made by the City in favor of Developer or by Developer in favor of the City.

Q. 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.

R. Section 16 of Article VIII of the Ohio Constitution provides that, to enhance the availability of adequate housing in the state and to improve the economic and general welfare of the people of the state, it is in the public interest and a proper public purpose for the state or its political subdivisions, directly or through a public authority, agency, or instrumentality, to provide grants, loans or other financial assistance for housing in the state, for individuals and families, by the acquisition, financing, construction, leasing, rehabilitation, remodeling, improvement, or equipping of publicly- or privately-owned housing.

S. The City, upon recommendation of DCED, believes that the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements and for this reason the City desires to facilitate the Project by providing the Rebate Payments as described herein and in the Service Agreement.

T. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the re-conveyance of the Property to Developer in connection with the Project at its meeting on October 2, 2020.

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U. The execution of this Agreement and the other Project Documents, as applicable, was authorized by Cincinnati City Council by Ordinance No. [\_\_\_\_], passed by Cincinnati City Council on [\_\_\_\_]. Notwithstanding anything to the contrary in this Agreement, the parties' obligations hereunder are conditioned upon the passage of the TIF Ordinance.

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

**1. DUE DILIGENCE INVESTIGATIONS.**

(A) Developer's Delivery of Due Diligence Materials to the City. Following the Effective Date and at such time as such documents become available, Developer, at its sole expense, shall obtain and deliver (or cause to be obtained and delivered) to the City the following items:

- (i) *Title:* A copy of Developer's Owner's Policy of Title Insurance or other evidence satisfactory to the City showing that Developer owns good and marketable fee simple title to the Property;
- (ii) *Survey:* An ALTA survey of the Property showing all easements and other matters of record that can be shown on a survey;
- (iii) *Site Plan:* A detailed site plan showing the proposed location of the Project and approved by DOTE and DCED;
- (iv) *Appraisal:* A projected "as built" appraisal of the Project (but only if such an appraisal is required by Developer's lender);
- (v) *Construction Schedules:* A detailed construction timeline showing significant construction milestones;
- (vi) *Budget:* A detailed and updated development budget for the Project;
- (vii) *KEAN Redevelopment Project Update:* an update on Developer's or its affiliate's progress in obtaining the State Affordable Housing Tax Credits for the KEAN Redevelopment Project;
- (viii) *Guaranty:* Evidence satisfactory to the City that the Guarantor (as defined below) has sufficient assets and liquidity in the event that the City seeks payment under the Completion Guaranty or the Indemnity Agreement, in accordance with the terms thereof; and
- (ix) *Environmental:* A copy of whatever environmental reports Developer and Developer may obtain in connection with the Project, including, at a minimum, in addition to the Phase I and Phase II environmental site assessments Developer has provided, such other evidence and documentation as is deemed necessary or desirable by the City's Office of Environment and Sustainability to confirm that environmental conditions on the site are adequate for the City to take title, and such agreements or other documentation as may be necessary to provide the City with the legal right to rely on any applicable environmental reports; and
- (x) *Financing:* Evidence satisfactory to the City that Developer has or has obtained sufficient financial resources in order to commence and complete the Project.

(B) Contingency for City's Satisfaction with Due Diligence Investigations. All reports and the like obtained by Developer from third parties and delivered (or caused to be delivered) to the City shall be recent (i.e., prepared or updated, as the case may be, within three (3) months preceding the date that the item is delivered to the City or such longer period of time as the City may, in its sole discretion, deem reasonable) and shall be prepared by properly licensed and qualified companies or individuals acceptable to the City. In addition to the above due diligence items, the parties may conduct whatever additional investigations concerning the Project as they deem necessary, including without limitation investigations into the feasibility and likelihood of Developer obtaining all building, zoning and other approvals from the Department of Buildings and Inspections, the City Planning Commission, and any other applicable City departments, agencies or boards. If, during or at the conclusion of the due diligence investigations, any party reasonably determines that any part of the Project is not feasible, then, notwithstanding anything in this Agreement to the contrary, such party may terminate this Agreement by giving the other party written notice thereof, whereupon this Agreement shall terminate and neither party shall thereafter have any

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rights or obligations hereunder except as may expressly survive termination. Notwithstanding Section 7 hereof, unless otherwise directed by the DCED Director, Developer shall deliver (or cause to be delivered) all due diligence materials to be provided to the City under this Agreement to the DCED Director (for review by DCED and other City departments as deemed necessary or appropriate by DCED) and shall generally coordinate all aspects of the Project (as they relate to the City) through DCED. Upon Closing, the termination rights of the parties under this Section 1(B) shall automatically terminate and thereafter shall be null and void.

## **2. CLOSING.**

(A) Closing Date. The closing of the transactions described in this Section 2 (the “**Closing**”) is anticipated to take place on the date that is approximately two months following the Effective Date, or such other date as the parties may agree upon (the “**Closing Date**”); *provided, however* that the Closing shall occur prior to the passage of the TIF Ordinance. It is the intention of the parties that all of the transactions contemplated in this Section 2 will occur on the same date in as immediate of a sequence as is possible. The occurrence of the Closing is subject to (i) the parties’ satisfaction with the various due diligence matters described in Section 1 above, and (ii) the prior execution and delivery to the City of the Service Agreement and each of the other Project Documents.

(B) Initial Conveyance. On the Closing Date, Developer shall transfer title to the Property to the City for \$1.00 (the “**Initial Conveyance**”) by Quitclaim Deed in substantially the form of Exhibit D-1 (Form of Quitclaim Deed - Initial Conveyance) hereto. Developer shall pay all customary closing costs relating to the Initial Conveyance (e.g., County transfer tax and County recording fees). The City agrees to neither make, nor permit to be made, any material changes to the condition of the Property or the title thereto during the period in which it owns the Property, which the parties intend to be for as short a period as practicable. During the period in which the City owns the Property, Developer, and its employees and agents, are permitted to enter upon the Property for the purpose of conducting activities associated with the Project at no cost to the City, provided that such entry shall be at the sole risk of Developer, its employees and agents, and provided, further, for the avoidance of doubt, that the activities described in this sentence are subject to the indemnification provision in Sections 3(H) and 5(C) of this Agreement.

(C) City Conveyance. Immediately following the Initial Conveyance, the City shall re-convey the Property to Developer or its Affiliate for \$1.00 (the “**City Conveyance**”), by a Quitclaim Deed in substantially the form of Exhibit D-2 (Form of Quitclaim Deed – City Conveyance) hereto. Developer shall pay all customary closing costs relating to the City Conveyance (e.g., County transfer tax and County recording fees). The deed effecting the Initial Conveyance shall be recorded prior to the deed effecting the City Conveyance.

(D) Miscellaneous Closing Provisions. 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 related to the Property to the City. There shall be no proration of real estate taxes and assessments at Closing, and it is understood that the City shall in no way be responsible for the payment of any real estate taxes, service payments in lieu of taxes and assessments due or thereafter becoming due. At Closing, the City and Developer shall execute a closing statement, County exempt transfer forms and any and all other customary closing documents that may be deemed necessary for the Closing by the City.

## **3. COMPLETION OF THE PROJECT.**

(A) Preparation of Plans and Specifications. Promptly following the Effective Date, Developer shall prepare plans and specifications for the Project and shall submit the same to DCED for review and approval; *provided* that DCED may only withhold approval if such plans and specifications (i) materially reduce or diminish the size, scope, quality, or site plan of the Project, (ii) could reasonably be expected to materially reduce the projected hard construction cost of the Project, or (iii) are otherwise inconsistent with zoning laws or any planned development approved by City Council with respect to the Project or are materially inconsistent with Exhibit B, in each case as determined in DCED’s judgment, exercised in good faith. The approved plans and specifications for the Project (including any and all changes thereto, {00327759-7}

subject to the City's review and approval solely on the criteria provided in the immediately preceding sentence) are referred to herein as the "**Final Plans**" with respect to the Project.

(B) Construction Bids. Following Closing, Developer shall obtain construction bids for the Project. Upon Developer's selection of the bids, Developer shall submit to the City an updated construction budget for the Project.

(C) Completion and Commencement of Construction. Developer shall (i)(a) apply for and receive the required building permits from the City's Department of Buildings and Inspections for construction of the Project and (b) Developer shall commence construction of the Project in accordance with the Final Plans no later than June 30, 2021 (the "**Commencement Deadline**") and (ii) complete construction of the Project in substantial accordance with the Final Plans, as determined by the City in good faith, no later the Completion Deadline. The foregoing notwithstanding, the City may, upon Developer's written request and at the City's sole discretion, permit the Commencement Deadline and the Completion Deadline to each be extended twice in six (6) month increments.

(D) Completion Guaranty. The City acknowledges and agrees that Developer is undertaking the Project during the COVID-19 global pandemic and for that sole reason, the City agrees to delay the delivery of the Completion Guaranty from the date of Closing to the Financial Closing Date. On or before the Financial Closing Date, Developer shall cause one or more affiliates of Developer acceptable to the City ("**Guarantor**"), to execute a *Completion Guaranty* which shall be in substantially the form of Exhibit E (Form of Completion Guaranty) hereto (a "**Completion Guaranty**").

(E) Inspection of Work. During construction of the Project, the City, its employees and agents shall have the right at all reasonable times, and upon reasonable notice, to enter upon the construction site to examine and inspect the progress of construction to determine whether Developer is complying with the requirements of this Agreement.

(F) Mechanics Liens. Developer shall not permit any mechanics' or other liens to be filed against the Property during construction. If a mechanics' lien shall at any time be filed, Developer shall within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record. Notwithstanding the foregoing, Developer may contest the validity of any claim or demand in good faith and in accordance with such rights to contest as may be permitted by Developer's construction lender and with diligence and continuity to the City's reasonable satisfaction.

(G) Barricade Fees Payable to DOTE. Developer acknowledges that, if applicable, (i) it will be required to obtain a barricade permit and pay barricade fees to DOTE for the closure of any sidewalks and curb lanes of the adjacent streets if and when demolition or construction necessitates closing the adjoining streets or portions thereof, and (ii) with many entities competing for space on City streets, it is important that construction activities be limited to as little space and the shortest duration as possible and that all work be scheduled and performed to cause the least interruption to vehicular travel, bicyclists, pedestrians and businesses; therefore, DOTE shall have the right to evaluate Developer's need for a barricade throughout construction and, if at any time after consultation with Developer DOTE determines that a barricade is not needed, DOTE shall have the right to withdraw the permit.

(H) Environmental Indemnity. As a material inducement to the City to enter into this Agreement, Developer does hereby agree that, with respect to any environmental condition on or otherwise affecting the Property that exists at or prior to the time of the City's execution of this Agreement (herein, a "pre-existing environmental condition"), and regardless of whether or not such pre-existing environmental condition is described in any environmental assessment or any other environmental report that may have been previously furnished by Developer to the City, Developer shall (i) at no expense to the City, promptly take all steps necessary to remediate such pre-existing environmental condition in accordance with applicable laws and regulations, within a reasonable time after discovery, to the satisfaction of the City's Office of Environment and Sustainability, and (ii) defend, indemnify, and hold the City harmless from and against any and all actions, suits, claims, losses, costs (including without limitation reasonable attorneys' fees), demands, judgments, liability and damages suffered or incurred by or asserted against the City as a result of or arising from any such pre-existing environmental condition.

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Developer's remediation and indemnity obligations under this paragraph shall survive the completion of the Project.

(I) Parking Requirements. If Developer holds out parking to the general public in the parking garage portion of the Project, then Developer agrees to incorporate the following technology within such parking garage at Developer's sole cost and expense: (i) real-time data tracking regarding total parking space capacity, available to the City for publication online and compatible with other City garage inventory tracking systems, and which may include electronic signage at one or more entrances, as deemed appropriate by DCED, indicating available parking and (ii) a ticketing and payment system compatible with leading enterprise software providers including specifications such as public application program interface, open data, and open source code. Developer agrees to cooperate in good faith with DCED in incorporating other parking technology in the parking garage from time to time.

(J) Termination of Existing Property Sale and Development Agreement; Maintenance of Sale Property. In order to provide for the orderly development of the Property, the PSDA is hereby terminated as of the Effective Date. Developer, as part of its obligations under this Agreement, agrees to perform the following obligations that were formerly the obligations of the Prior Developer under the PSDA:

(i) *Maintenance of Sale Property Prior to Construction:* Prior to commencement of construction of the Project, Developer, at no expense to the City, shall maintain the Sale Property in a safe and presentable condition, including keeping the site reasonably free of debris and unsightly materials;

(ii) *Salvage:* During construction, Developer shall salvage all bricks and granite curb. Developer shall re-use the material in the right-of-way. Developer shall deliver all excess materials to the City's Mill Creek yard as directed by DOTE;

(iii) *Design:* Developer shall obtain DOTE's final approval of its proposed site plan for the Public Improvements. Developer shall work with DOTE on streetscape around the site (trees, lights, meters, conduit, signs, scoring pattern, etc.). Developer shall close off Campbell Street, at Green Street, with a curb and sidewalk. Developer acknowledges that if sidewalks are replaced, DOTE shall require granite curbs. Developer acknowledges that its improvements to Freeport Alley may be required to comply with the Americans With Disabilities Act (ADA);

(iv) *Utility Poles:* Developer shall take all steps necessary, and shall coordinate with DOTE and Duke to discontinue Duke's charges to the City for electricity for the existing light on the wood pole; and

(v) *Street Opening Permit:* Developer's licensed street contractor shall obtain a DOTE street opening permit before working in the right-of-way. All Public Improvements must be built to City standards, policies and guidelines. Application for permits may be made at City Hall, Room 425. Two sets of plan drawings must accompany the permit application.

(K) Failure to Commence Construction – City's Right to Repurchase. If Developer fails to commence on-site construction by the Commencement Deadline, the City shall have the right (exercisable by written notice) to require Developer (or Prior Developer, if the Developer has not acquired the Property) to re-convey the Sale Property to the City. If the City elects to re-purchase the Sale Property, the reconveyance shall take place on the date specified in the City's notice (not to exceed ninety (90) days after the date of the City's notice). On the date of reconveyance: (i) the City shall refund the net sales proceeds to Developer (less the amount of any loan or grant provided by the City to Developer under this Agreement, and less the amount retained by the City to pay for services rendered by the City's Real Estate Services Division in connection with the PSDA and other costs incurred by the City in connection with the sale) (or, if the Developer has not acquired the Property from the Prior Developer, then to the Prior Developer); (ii) Developer (or Prior Developer, as applicable) shall reconvey the Sale Property (including any and all improvements) to the City in the same condition as presently exists, reasonable wear and tear and damage by the elements excepted (and under no circumstances shall the City be required to pay for the value of any improvements made by Developer or Prior Developer

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to the Sale Property); (iii) Developer (or Prior Developer, as applicable) shall convey marketable title to the Sale Property to the City by limited warranty deed, free and clear of all liens and encumbrances; (iv) Developer shall pay all customary closing costs associated with such reconveyance (e.g., conveyance fees, transfer tax, recording fees) such that the City shall not be required to come up with any funds for the re-conveyance; and (v) real estate taxes and assessments shall be prorated as of the date of the reconveyance. The provisions of this paragraph are reflected in the original deed of conveyance of the Sale Property from the City to the Prior Developer. Prior Developer and Developer each acknowledges the foregoing, and that the repurchase right continues to affect the Sale Property as a requirement of this Agreement and regardless of the termination of the PSDA. On or before the Effective Date, the Prior Developer will execute and record against the Sale Property the acknowledgment set forth in Exhibit G (Prior Developer's Acknowledgment of Repurchase Right) hereto. Upon acquisition of the Property, the Developer will execute and record against the Sale Property the acknowledgment set forth in Exhibit H (Developer's Acknowledgment of Repurchase Right) hereto.

(L) Affordable Units. At least 10% of the residential units at the Property will be leased to a tenant making an annual household income not to exceed 80% of the area median income, as further described in Exhibit B (the "**Affordable Units**").

#### **4. CITY ASSISTANCE.**

(A) Rebate Payments. Subject to Developer's compliance with the terms and conditions of this Agreement and all other Project Documents, the City shall apply the proceeds of the Service Payments other than the Rebate Payments as described in Recital K of this Agreement, and shall distribute 100% of the Rebate Payments with respect to years 1 through 30 of the TIF Exemption to Developer, and (ii) any Service Payments retained by the City may be used by the City for such purposes as are authorized in the TIF Ordinance and this Agreement. Developer acknowledges and agrees that (x) Developer will not receive any Rebate Payments other than with respect to tax years falling within the TIF Exemption that are actually made in accordance with the Service Agreement and are actually received by the City, and (y) notwithstanding anything to the contrary in this Agreement or any other Project Document, (1) Developer shall not have any right or standing to dispute or contest the City's use of the Service Payments it retains in accordance with this Agreement and the TIF Ordinance, and Developer hereby expressly waives any such right or standing and (2) as it respects Developer, any description of what the City may or may not do with the Service Payments, including any description in this Agreement and the TIF Ordinance, is for informational purposes only and is not enforceable by Developer at law or in equity, whether as a taxpayer, as a party to this Agreement, or otherwise. The City shall endeavor to make each applicable Rebate Payment as soon as is practicable upon receipt of the proceeds of each Service Payment (which the City acknowledges will generally occur not later than 45 business days following its receipt of the settlement pertaining to such Service Payment from the Hamilton County, Ohio Treasurer).

(B) City Funding for Public Improvements. The parties acknowledge that, as part of the Project, Developer shall be constructing Public Improvements within the adjacent public rights-of-way, all of which must be in accordance with DOTE requirements. Provided Developer satisfies the conditions for disbursement set forth in Exhibit F (Disbursement of Funds) hereto, the City intends to make a portion of the net sales proceeds received by the City from the closing of the Sale Property (i.e., the gross sales proceeds, less amounts retained by the City to pay for services rendered by the City's Real Estate Services Division in connection with the PSDA and other costs incurred by the City in connection with the sale) available to Developer to help pay for costs incurred by Developer in constructing the Public Improvements, such amount being \$29,736.72 as of the Effective Date.

(C) No Other City Assistance. Except for the City's agreement to provide the Rebate Payments, as described in this Agreement and the Service Agreement (as applicable), the City shall not be responsible for any costs associated with the Project.

#### **5. INSURANCE; INDEMNITY.**

(A) Insurance during Construction. From the time that construction associated with the Project commences, until such time as all construction work associated with the Project has been completed,

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Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$5,000,000 per occurrence, combined single limit/\$5,000,000 aggregate, naming the City as an additional insured with respect to the Project, (ii) builder's risk insurance in the amount of one-hundred percent (100%) of the value of the improvements constructed as part of the Project, (iii) worker's compensation insurance in such amount as required by law, and (iv) all insurance as may be required by Developer's construction lenders, if any. Developer's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least thirty (30) days prior written notice to the City. Prior to commencement of construction of the Project, Developer shall send proof of all such insurance to the City at 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, Attention: Monitoring and Compliance Division, or such other address as may be specified by the City from time to time; *provided* that if the City requests an additional insured endorsement with respect to the Commercial General Liability insurance described above, Developer shall have 6 months following the date of the City's request to obtain such an endorsement from its insurer and provide the original endorsement to the City.

(B) Waiver of Subrogation. Developer hereby waives all claims and rights of recovery, and on behalf of Developer's insurers, rights of subrogation, against the City, its employees, agents, contractors and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by Developer, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors or subcontractors; it being the agreement of the parties that Developer shall at all times protect itself against such loss or damage by maintaining adequate insurance. Developer shall cause its property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.

(C) Indemnity. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, (i) Developer shall defend, indemnify and hold the City, its officers, council members, employees and agents (collectively, the "**Indemnified Parties**") harmless from and against any and all Claims (as defined below) suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of Developer and its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at its request in connection with the Project, and (ii) Developer shall defend, indemnify and hold the Indemnified Parties harmless from and against any and all Claims as a result of or arising from the City's involvement in the Initial Conveyance and the City Conveyance, including the City's ownership of the Property during the period between the Initial Conveyance and the City Conveyance. Further, Developer shall cause the Guarantor to execute an Indemnity Agreement in a form acceptable to the City prior to Closing (the "**Indemnity Agreement**") whereby the Guarantor agrees to defend, indemnify and hold the Indemnified Parties harmless with respect to Claims described in the preceding clause (ii). The obligations of Developer under this paragraph shall survive termination of the Agreement with respect to Claims suffered, incurred, asserted or arising prior to the date of termination. As used herein, "**Claims**" means, collectively, any and all actions, suits, claims, losses, costs (including without limitation attorneys' fees), demands, judgments, liability and damages.

(D) Casualty; Eminent Domain - Public Improvements. If the improvements in the Sale Property are damaged or destroyed by fire or other casualty during construction, or if any portion of the Sale Property is taken by exercise of eminent domain (federal, state or local), Developer shall repair and restore the affected property, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which the Sale Property was in immediately prior to such occurrence. To the extent the City's participation is required, the City and Developer shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. If the proceeds are insufficient to fully repair and restore the affected Sale Property, the City shall not be required to make up the deficiency. Developer shall handle all construction of the Public Improvements in accordance with the applicable requirements set forth herein, including without limitation obtaining the City's approval of the plans and specifications if they deviate from the original City-approved plans. Developer shall not be relieved of any obligations with respect to the Sale Property, financial or otherwise,

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under this Agreement during any period in which the Sale Property is being repaired or restored, except that the Completion Date with respect to the Public Improvements may be extended if necessary. Unless otherwise required by DOTE in connection with DOTE's review and approval of Developer's plans and specifications pertaining to the Public Improvements under this Agreement, Developer shall have no on-going obligation to maintain the Public Improvements following completion of construction.

## 6. **DEFAULT; REMEDIES.**

(A) **Default.** The occurrence of any of the following shall be an "**event of default**" under this Agreement:

(i) Prior to the expiration of the TIF Exemption:

(a) the dissolution of Developer or Guarantor (during the term of the Guaranty), the filing of any bankruptcy or insolvency proceedings by Developer or Guarantor (during the term of the Guaranty), or the making by Developer or Guarantor (during the term of the Guaranty) of an assignment for the benefit of creditors, or

(b) the filing of any bankruptcy or insolvency proceedings by or against Developer or Guarantor (during the term of the Guaranty), the appointment of a receiver (temporary or permanent) for any such entity or person, the attachment of, levy upon, or seizure by legal process of any property of any such entity or person, or the insolvency of any such entity or person, unless such appointment, attachment, levy, seizure or insolvency is cured, dismissed or otherwise resolved to the City's satisfaction within sixty (60) days following the date thereof; or

(ii) The occurrence of a Specified Default (as defined below), or a failure of Developer to perform or observe any obligation, duty, or responsibility under this Agreement or any other Project Document (provided that a failure of the Guarantor to perform under the Completion Guaranty or the Indemnity Agreement shall be deemed a failure of Developer to perform under this Agreement), and failure by the defaulting party to correct such default within thirty (30) days after the receipt by Developer of written notice thereof from the City (the "**Cure Period**"), other than a Payment Default (as described below), in which case there shall be a Cure Period of 5 business days after the defaulting party's receipt of written notice thereof from the City; *provided, however*, that if the nature of the default (other than a Payment Default) is such that it cannot reasonably be cured during the Cure Period, Developer shall not be in default under this Agreement so long as the defaulting party commences to cure the default within such Cure Period and thereafter diligently completes such cure within sixty (60) days after receipt of the City's initial notice of default. Notwithstanding the foregoing, if Developer's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City in good faith, an event of default shall be deemed to have occurred if the defaulting party fails to take reasonable corrective action immediately upon discovering such dangerous condition or emergency. As used in this section, "**Specified Default**" means the occurrence of any of the following:

- (a) **Payment Default.** Any Service Payment is not made when due under the Service Agreement, subject to the 5-day Cure Period described above (a "**Payment Default**"). Developer acknowledges that time is of the essence with respect to the making of each Service Payment and that delays in the making of a Service Payment may result in a delay in the City's ability to make Rebate Payments.
- (b) **Development Default.** Developer (1) fails to comply with Section 3 of this Agreement or (2) abandons the Project, including without limitation the Project is vacated, demolished, and/or abandoned.
- (c) **Misrepresentation.** Any representation, warranty or certification of Developer made in connection with this Agreement, any other Project

Document, or the Affordable Housing Contribution, shall prove to have been false or materially misleading when made.

(B) **Remedies.** Upon the occurrence of an event of default under this Agreement which is not cured or corrected within any applicable Cure Period, the City shall be entitled to (i) terminate this Agreement with respect to a defaulting party by giving the defaulting party written notice thereof, (ii) take such actions in the way of "self help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such event of default, all at the sole expense of the defaulting party, (iii) withhold Rebate Payments until such default or defaults are cured (it being acknowledged and agreed by Developer that any Rebate Payments withheld by the City pursuant to this clause for a period longer than 12 months shall be deemed forfeit by Developer and the City shall be entitled to retain such Service Payments with respect to which Developer has no right or interest), and (iv) exercise any and all other rights and remedies under this Agreement or available at law or in equity, including without limitation pursuing an action for specific performance. The defaulting party shall be liable for all costs and damages, including without limitation attorneys' fees, suffered or incurred by the City as a result of a default or event of default under this Agreement or the City's termination of this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty, or to pursue any remedy, under this Agreement or any other Project Document shall not constitute a waiver of the breach of such covenant or of such remedy.

**7. NOTICES.** All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by Federal Express, UPS or other recognized overnight courier, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:  
City Manager  
City of Cincinnati  
801 Plum Street  
Cincinnati, OH 45202

To Developer:  
OTR Project Partners, LLC  
14 West 15<sup>th</sup> Street  
Cincinnati, OH 45202

With a copy to:

Director, Dept. of Community and  
Economic Development  
City of Cincinnati  
805 Central Avenue, Suite 700  
Cincinnati, OH 45202

Notwithstanding anything to the contrary herein, if Developer sends a notice to the City alleging that the City is in default under this Agreement or any other Project Document, 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.

**8. REPRESENTATIONS, WARRANTIES, AND COVENANTS.** Developer makes the following representations, warranties and covenants to the City as follows:

(A) Developer is a limited liability company duly organized and validly existing under the laws of the State of Ohio, is qualified to conduct business in the State of Ohio, has properly filed all certificates and reports required to be filed by it in order to have the right to conduct its business under the laws of the State of Ohio, and is not in violation of any laws of the State of Ohio relevant to the transactions contemplated by this Agreement.

(B) 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

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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.

(C) 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 in any manner relevant to the transactions contemplated by this Agreement or which may in any way affect Developer's ability to perform its obligations under this Agreement or the other Project Documents.

(D) There are no actions, suits, proceedings or governmental investigations pending, or to the knowledge of Developer, threatened against or affecting it, at law or in equity or before or by any governmental authority that, if determined adversely to it, would impair its financial condition or its ability to perform its obligations under this Agreement or any other Project Documents.

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

(F) The statements made in the documentation provided by Developer to the City that are descriptive of Developer or the Project have been reviewed by Developer and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading, or, if any such documentation contained such a misleading or untrue omission or statement, further documentation correcting such omissions or statements was subsequently provided to the City prior to Developer's execution of this Agreement.

(G) With reference to Section 301-20 (*Delinquencies in Accounts Receivable and Loans Receivable; Policy*) of the Cincinnati Municipal Code, to the best of Developer's knowledge neither it nor any of its affiliates are in breach of any of its obligations to the City under any existing agreements with the City nor does it nor any of its affiliates owe any fines, penalties, judgment awards or any other amounts to the City.

(H) Developer hereby represents and warrants to the City that it will make the Affordable Housing Contribution to the Affordable Housing Organization on or before the Financial Closing Date.

## **9. REPORTING REQUIREMENTS.**

(A) Submission of Records and Reports; Records Retention. Developer shall collect, maintain, and furnish to the City upon the City's request such accounting, financial, business, administrative, operational and other reports, records, statements and information as may be requested by the City pertaining to Developer, the Project, or this Agreement, including without limitation audited financial statements, bank statements, income tax returns, information pertinent to the determination of finances of the Project, and such reports and information as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (collectively, "**Records and Reports**"). All Records and Reports compiled by Developer and furnished to the City shall be in such form as the City may from time to time require. Developer shall retain all Records and Reports until the date that is 3 years following expiration of the TIF Exemption, or such later time as may be required by applicable law (the "**Retention Termination Date**").

(B) City's Right to Inspect and Audit. During construction of the Project and thereafter until the Retention Termination Date, Developer shall permit the City and its designees and auditors to have full access to and to inspect and audit Developer's Records and Reports. In the event any such

inspection or audit discloses a material discrepancy with information previously provided by Developer to the City, Developer shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

(C) Annual Jobs & Investment Report. Developer will be required to provide an annual report, in a form specified by DCED from time to time, regarding total real property, personal property, and employment, including jobs created and retained, at the Property.

## **10. GENERAL PROVISIONS.**

### **(A) Assignment; Change of Control.**

(i) Developer shall not, without the prior written consent of the City Manager, (a) assign its rights or interests under this Agreement, or (b) permit a Change of Control (as defined below); *provided, however* that the City hereby consents to Developer's collateral assignment of its rights under this Agreement to the lender(s) that are providing financing to Developer for the Project (including any mezzanine lender pledges).

(ii) Solely for the purposes of this Section 10(A), "**Change of Control**" means a change in the ownership of Developer such that FG and BC (collectively, "**Parent Parties**") or any entity directly or indirectly controlled by, or under common control with, Parent Parties collectively have less than a 50.1% direct or indirect voting interest in Developer and lack the power to direct or cause the direction of the management and policies of Developer, whether through the ownership of ownership interests in Developer, by contract, or otherwise.

(iii) The City acknowledges and agrees that (i) Developer will assign this Agreement and transfer the Property to an affiliate of Developer controlled by or under common control with the Parent Parties on or before the Financial Closing Date (the "**Affiliate**") and (ii) an equity investment and acquisition of direct or indirect membership interests of the Affiliate by an equity investor (the "**Closing Date Transactions**") that will not deprive the Parent Parties of the ability to cause the direction of the management and policies of the Affiliate (subject to certain customary consent rights of the equity investor). The City consents to the Closing Date Transactions. The consent provided in this Section is limited to the Closing Date Transactions and by virtue of such consent the City Manager shall not be obligated nor shall he or she be deemed to consent to any further transfers or sales of the Property, assignments of the Agreement or equity investments (to the extent such consent is required pursuant to this Agreement).

(iv) Notwithstanding clauses (i), (ii), and (iii) above, after the date of completion of construction, so long as no event of default has occurred and is continuing under this Agreement or any other Project Document, the City may, in good faith, withhold consent to a Change of Control only if (a) the proposed transfer is prohibited by applicable law or (b) the proposed transferee is, in the City's reasonable judgment, not capable of performing the obligations of Developer under this Agreement and the other Project Documents, which judgment shall exclusively be based on the following factors: (1) the experience of the proposed transferee in operating assets and facilities of the same type as, and otherwise comparable in size and nature to, the Project and performing other projects, and (2) the past performance history and reputation of the proposed transferee and its direct or indirect controlling beneficial owners, any proposed managers or operating partners, each of their respective officers, directors and employees and each of their respective affiliates (including the absence of criminal, civil or regulatory claims or actions against any such entity or person). The City Manager shall have 30 business days from the date on which he or she receives written notice in accordance with this Agreement of the proposed assignment or Change of Control (the "**City Manager Review Period**") to determine whether he or she intends to consent thereto. The City Manager shall provide written notice to Developer of any decision to refuse to consent, including all material supporting information (the "**Rejection Notice**"), within the City Manager Review Period. In the event the City Manager fails to do so, he or she shall be deemed to have consented to such assignment or Change of Control. In the aforementioned notice of the proposed assignment or Change of Control, the Developer may also, with the City's consent, substitute an indemnitor in the stead of Guarantor, and the City will, in accordance with the same process for {00327759-7}

approving or disapproving the Change of Control specified in this clause (iv), either approve or disapprove such proposed substitution; *provided, however* that the City may, in good faith, withhold consent to such proposed substitution only if (I) the proposed substitution is prohibited by applicable law, (II) the City has withheld its consent to the proposed Change of Control in accordance with this Agreement, or (III) the proposed indemnitor is, in the City's reasonable judgment, not capable of performing the obligations under the Indemnity Agreement, which judgment shall exclusively be based on (x) the factors enumerated in clause (b)(2) of this clause (iv) with respect to the proposed indemnitor, and (y) an assessment of the proposed indemnitor's assets and liabilities. If the City consents (or is deemed to have consented pursuant to this Agreement) to such substitution, the City shall take such steps as are reasonably necessary to effect such substitution.

(B) Entire Agreement; Conflicting Provisions. This Agreement and the other Project Documents contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof. In the event that any of the provisions of this Agreement purporting to describe specific provisions of other Project Documents are in conflict with the specific provisions of such other agreements, the provisions of such other agreements shall control.

(C) Amendments and Waivers. The provisions of this Agreement may be amended, waived or otherwise modified only by a written agreement signed by the 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. Each party hereby waives trial by jury with respect to any and all disputes arising under this Agreement.

(E) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns.

(F) 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.

(G) Severability. If any part of this Agreement is held by a court of law to be void, illegal or unenforceable, such part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.

(H) No Recording. This Agreement shall not be recorded in the Hamilton County Recorder's office.

(I) 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. Developer represents to the City that Developer has not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation from the City 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, and likewise, none of the representations, warranties, covenants, agreements or obligations made by Developer herein shall be

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deemed to be a representation, warranty, covenant, agreement or obligation of any present or future officer, agent, employee or attorney of Developer in other than his or her official capacity.

(M) Applicable Laws. Developer shall obtain all necessary permits, licenses and other governmental approvals and shall comply with all applicable federal, state and local laws, codes, ordinances and other governmental requirements applicable to the Project, including any of the laws and regulations described on Exhibit I (Additional Requirements) hereto which are applicable to the Project.

(N) Counterparts. The parties may execute this Agreement in multiple counterparts, each of which shall be deemed an original, and all of which shall, collectively, constitute only one agreement. The signatures of all parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or electronic mail is as effective as executing and delivering this Agreement in the presence of the other parties.

(O) Legislative Contingency for TIF Ordinance. Notwithstanding anything to the contrary in this Agreement, this Agreement and any and all obligations of the parties (including the Completion Guaranty) except those that expressly survive termination shall automatically terminate and cease if the TIF Ordinance is not passed by City Council by September 30, 2021.

(P) Transfer of fee title to Port Authority. Nothing in this Agreement shall be construed to prohibit Developer from entering into a sale and leaseback arrangement with respect to the Property (the "**Port Authority Arrangement**") in which fee title to the Property is held by the Port of Greater Cincinnati Development Authority (the "**Port Authority**"); *provided, however*, that (a) the purpose for the Port Authority Arrangement is to take advantage of the sales tax exemption on the purchase of Project building materials and (b) Developer shall provide the City with such documents and other information with respect to this arrangement as the City may reasonably request, including the final form of agreements for the Port Authority Arrangement, at least 10 business days prior to any conveyance of the Property to the Port Authority. Developer may not assign its rights, obligations, or any other interest under this Agreement to any other party except as in accordance with Section 10(A), but at any time, subject to the provisions of this paragraph, once Developer has obtained the fee interest in the Property, Developer may convey the same fee interest to the Port Authority, in the manner, and subject to the terms described, above. It is also understood and agreed that the Port Authority may convey interest back to Developer pursuant to the terms contained in the Port Authority Arrangement.

(Q) Recognition of City Support. In connection with the construction and opening of the Project, Developer shall acknowledge the support of the City with respect to the Project in all printed promotional materials (including but not limited to informational releases, pamphlets and brochures, construction signs, project and identification signage and stationary) and any publicity (such as but not limited to materials appearing on the Internet, television, cable television, radio or in the press or any other printed media) relating to the Project. In identifying the City as a Project partner, Developer 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.

## **11. FEES AND EXPENSES.**

(A) Initial Administrative Fee. Prior to the execution of this Agreement, Developer paid a non-refundable administrative fee of \$15,000 to cover the City's out-of-pocket and administrative costs and expenses in establishing the project-based TIF, preparing this Agreement and other documents relating hereto, and effecting the transactions contemplated hereby.

(B) Monitoring and Servicing Fee; Out-of-Pocket Expenses. The City shall withhold and retain from the Service Payments an annual monitoring and servicing fee equal to the greater of (i) 1.0% of the Service Payments paid (or due, if unpaid) with respect to the Property the prior calendar year, and (ii) the documented, reasonable out-of-pocket fees, costs, charges and expenses incurred by the City in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the other Project Documents, together with the City's monitoring and servicing costs and expenses with respect to the transactions contemplated thereby. To the extent Service Payments are not made or are {00327759-7}

ineligible to be made under the Service Agreement for any reason, the City may elect to require Developer to pay such monitoring and servicing fees in another manner. This Section 11(B) shall terminate and cease to be effective in the event the Rebate Payments permanently cease to be payable in accordance with the provisions of this Agreement and the other Project Documents. For the avoidance of doubt, suspension (without permanent termination) of the making of Rebate Payments shall not cause the provisions of this Section 11(B) of this Agreement to cease or be modified in any way (either permanently or during the period of any such suspension). The fees described in this Section 11(B) are not refundable once withheld by the City or otherwise paid.

- 12. EXHIBITS.** The following exhibits are attached hereto and made a part hereof:
- Exhibit A-1 - *Site Plan; Legal Description; Parcel List*
  - Exhibit A-2 - *Sale Property Description*
  - Exhibit B - *Scope of Work, Budget and Source of Funds*
  - Exhibit C - *Form of Service Agreement*
  - Exhibit D-1 - *Form of Quitclaim Deed - Initial Conveyance*
  - Exhibit D-2 - *Form of Quitclaim Deed - City Conveyance*
  - Exhibit E - *Form of Completion Guaranty*
  - Exhibit F - *Disbursement of Funds*
  - Exhibit G - *Prior Developer's Acknowledgment of Repurchase Right*
  - Exhibit H - *Developer's Acknowledgment of Repurchase Right*
  - Exhibit I - *Additional Requirements* (incl. Addendum I - Prevailing Wage Determination)

SIGNATURES ON FOLLOWING PAGE

Executed by the entities below on the dates indicated below their signatures, effective as of the latest of such dates (the "**Effective Date**").

**OTR PROJECT PARTNERS, LLC**

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

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

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

Date: \_\_\_\_\_, 2021

**CITY OF CINCINNATI**

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

Paula Boggs Muething, City Manager

Date: \_\_\_\_\_, 2021

Approved as to Form:

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

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

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

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

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

Karen Alder, City Finance Director

For the exclusive purpose of acknowledging and agreeing to the termination of the PSDA and Section 3(K) hereof with respect to the City's continuing repurchase rights in the Sale Property:

**W LIBERTY & ELM, LLC**

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

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

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

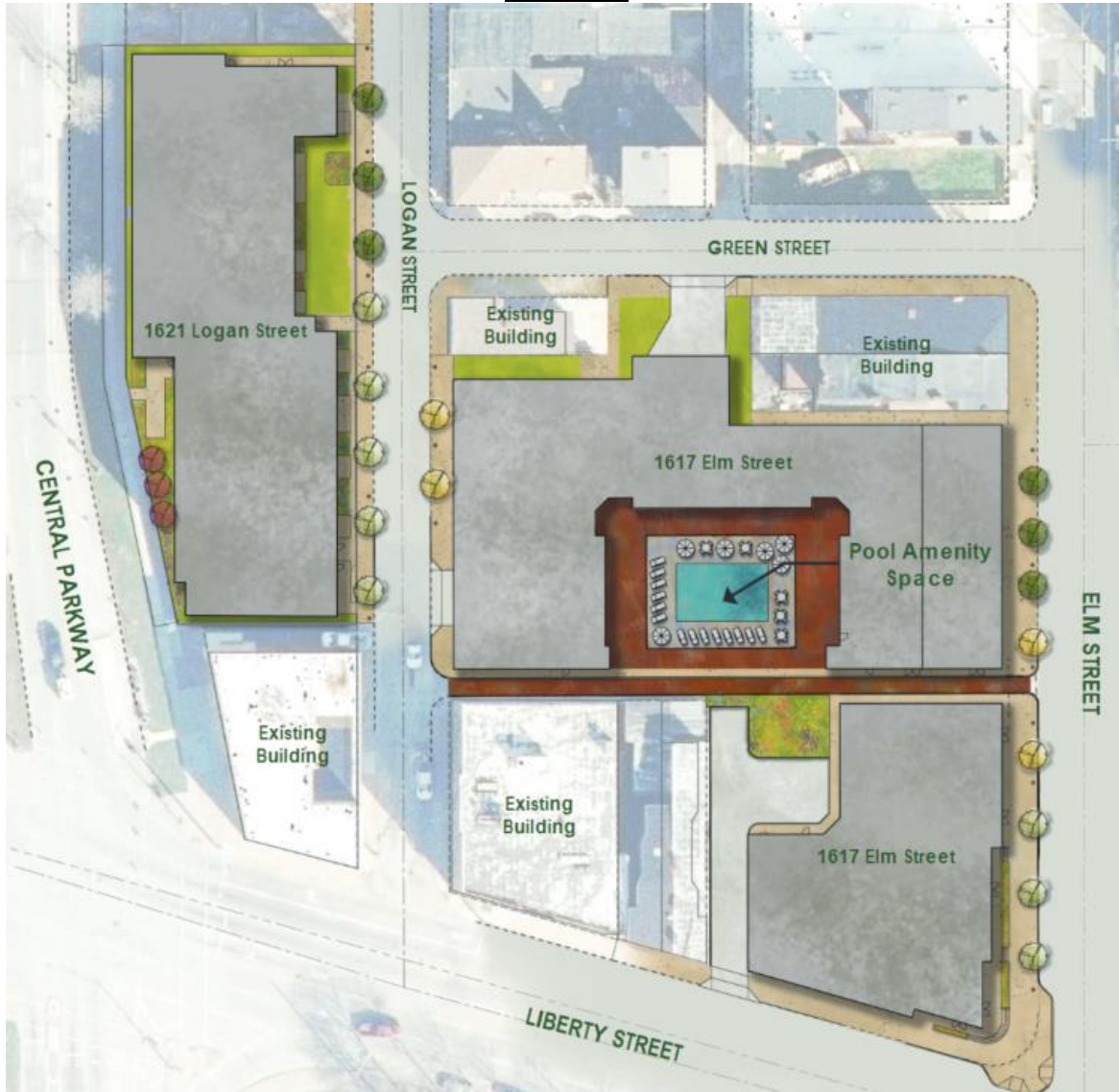
Date: \_\_\_\_\_, 2021

EXHIBIT A-1

to Development Agreement

**SITE PLAN; LEGAL DESCRIPTION; PARCEL LIST**

Site Plan



## Legal Descriptions

### 1617 Elm Street Description:

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

**BEGINNING** at a set Cross Notch at the intersection of the North line of W. Liberty Street and the west line of Elm Street.

Thence along the north line of said W. Liberty Street, North 89°39'00" West, 136.77 feet to the southeast corner of a tract, conveyed to W Liberty & Elm, LLC as recorded in Official Record 13614, Page 383 of the Hamilton County Recorder's Office, (Hamilton County Auditor's Parcel 133-0003-0021), said point being referenced by a set Cross Notch at South 15°27'32" East, 3.00 feet;

Thence leaving the north line of said W. Liberty Street, along the east line of said Hamilton County Auditor's Parcel 133-0003-0021, North 15°27'32" West, 114.94 feet to a set Cross Notch;

Thence in part along the north line of aforesaid Hamilton County Auditor's Parcel 133-0003-00021 and in part with the north line of a tract conveyed to W Liberty & Elm, LLC as recorded in Official Record 13614, Page 383 of the Hamilton County Recorder's Office (Hamilton County Auditor's Parcel 133-0003-0020) and in part along a tract conveyed to 224 W Liberty School, LLC in Official Record 12664, Page 314, South 74°20'00" West, 111.91 feet to a set Cross Notch in the east line of Logan Street;

Thence with the east line of said Logan Street, North 15°36'55" West, 150.59 feet to the southwest corner of a tract conveyed to Baymiller Manor Limited Partnership as recorded in Official Record 9742, Page 4432 of the Hamilton County Recorder's Office, said point being referenced by a set Cross Notch at South 74°21'43" West, 3.00 feet;

Thence along the lines of said Baymiller Manor Limited Partnership, North 74°21'43" East, 69.50 feet to a set Cross Notch AND North 15°36'55" West, 25.00 feet to a point in the south line of Green Street, said point being referenced by a set Cross Notch at North 15°36'55" West, 3.00 feet;

Thence along the south line of said Green Street, North 74°21'43" East, 62.36 feet to the northwest corner of a tract conveyed to W Liberty & Elm, LLC as recorded in Official Record 13614, Page 383 (Hamilton County Auditor's Parcel 133-0003-0043), said point being referenced by a set Cross Notch at North 15°38'24" West, 3.00 feet;

Thence leaving the south line of said Green Street, along the west line of said Hamilton County Auditor's Parcel 133-0003-0043 and west line of a tract conveyed to W Liberty & Elm, LLC as recorded in Official Record 13614, Page 383 (Hamilton County Auditor's Parcel 133-0003-0041), South 15°38'24" East, 49.87 feet to a set Cross Notch at the southwest corner of said Hamilton County Auditor's Parcel 133-0003-0041;

**1617 Elm Street Description continued:**

Thence along the south line of said Hamilton County Auditor's Parcel 133-0003-0041, North 74°29'32" East, 111.74 feet to a point in the west line of aforesaid Elm Street, said point being referenced by a set Cross Notch at North 74°29'32" East, 3.0 feet;

Thence along the west line of said Elm Street, South 15°30'28" East, 278.03 feet to the **POINT OF BEGINNING**.

**Containing 1.2172 Acres** and being subject to all legal easements and highways of record.

Being all of Hamilton County Auditor's Parcel No.'s 133-0003-0022 thru 0040 conveyed to W Liberty & Elm, LLC as recorded in Official Record 13614, Page 383 of the Hamilton County Recorder's Office and all of Hamilton County Auditor's Parcel No.'s 133-0003-0140 & 0141 conveyed to W Liberty & Elm, LLC as recorded in Official Record 13646, Page 1334 of the Hamilton County Recorder's Office.

Bearings Based On Registered Land Certificate Number 239453.

Prepared by G.J. BERDING SURVEYING, INC. on July 19, 2018. Based on a Plat of Survey prepared by G.J. BERDING SURVEYING, INC. on July 19, 2018.

  
Gerard J. Berding, P.S. - 6880

7-31-18  
Date





**[1621 Logan Street Description]<sup>1</sup>:**

Situated in Section 13, Town 3, Fractional Range 2 Between the Miamis, Mill Creek Township, The City of Cincinnati, Hamilton County, Ohio and being 1.0124 acres to be amended/re-zoned to Planned Development (PD) further described as follows:

Begin at the Intersection of the centerline of Logan Street and Green Street, said intersection being the True Point of Beginning:

thence, from the True Point of Beginning, departing the centerline of said Green Street and with the centerline of said Logan Street, South 09° 53' 39" East, 161.67 feet;

thence, departing centerline of said Logan Street, South 80° 00' 21" West, 175.00 feet to the centerline of Central Avenue;

thence, with the centerline of said Central Avenue, North 09° 53' 39" West, 252.00 feet;

thence, departing the centerline of said Central Avenue, North 80° 00' 21" East, 175.00 feet to the centerline of said Logan Street;

thence, with the centerline of said Logan Street, South 09° 53' 39" East, 90.33 feet to the True Point of Beginning containing 1.0124 acres of land more or less.

Basis of Bearings: State Plane Coordinates (3402) Ohio South Zone, NAD83(2011).

The above description was prepared from a rezoning exhibit made on August 18, 2020 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio and is a complete, proper and legal description of the property by deeds and plats of record.



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<sup>1</sup> Note to draft: this legal description includes neighboring ROW. Please provide a legal description for solely the property.  
{00327759-7}

Parcel List

**1617 Elm Street:**

133-0003-0143-00

**1621 Logan Street:**

133-0003-0007-90

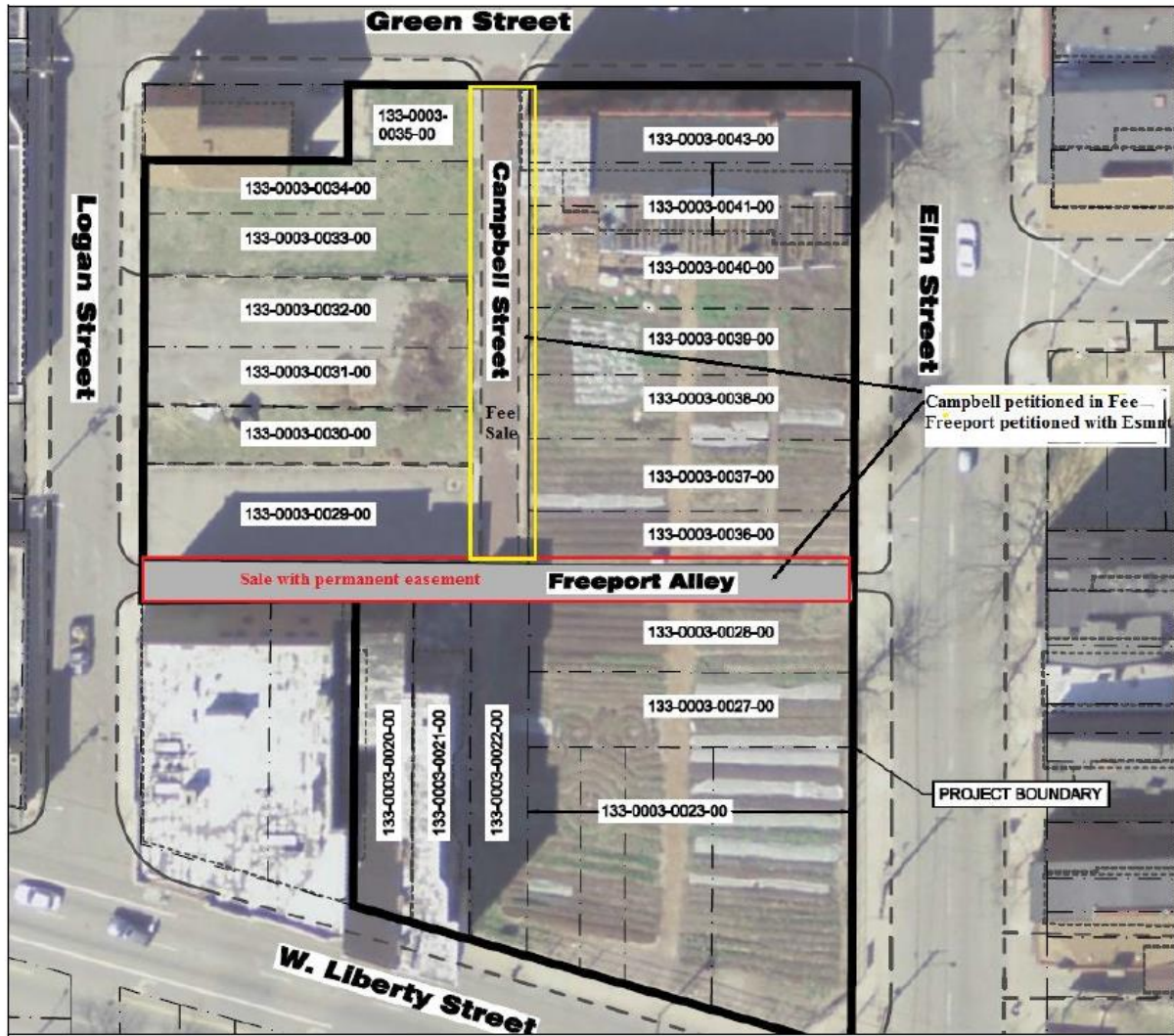
133-0003-0006-90

133-0003-0005-90

133-0003-0004-90

133-0003-0003-90

EXHIBIT A-2  
to Development Agreement



## EXHIBIT B

### to Development Agreement

#### **SCOPE OF WORK, BUDGET, AND SOURCE OF FUNDS**

##### **I. SCOPE OF WORK**

**A mixed-use development near the corner of Liberty & Elm streets in Over the Rhine.**

##### **1617 ELM STREET**

Construction of a 5 story, mixed-use development consisting of approximately 148 apartment units, 10,000 square feet of commercial space, an approximately 220-space structured parking garage, and restoration of Freeport Alley for pedestrian and bicycle use.

##### **1621 LOGAN STREET**

Demolition of vacant structure on site. New construction of a 6-7 story, residential apartment building with approximately 130 units.

##### **Affordable Units:**

- **Household Income:** A minimum of 10% of the residential units at the Property shall be rented to tenants with an annual household income not to exceed 80% of the Area Median Income ("**AMI**") of Cincinnati, OH-KY-IN HUD Metro FMR Area as determined annually by the U.S. Department of Housing and Urban Development ("**HUD**"). For the purposes of this Agreement, a qualifying household will have 2 persons per bedroom. Developer is responsible for ensuring that the Affordable Units are rented to tenants with an annual household income not to exceed 80% AMI at the time of execution of the initial lease agreement with the tenant. If the household income of the tenant of an Affordable Unit increases to exceed the 80% AMI limit during the term of the lease agreement, this increase shall not prohibit an extension to the original lease term with that same tenant, so long as the tenant complied with the household income requirements at the execution of the initial lease agreement. The remaining units may be rented at market rent.
- **Rent Limits:** The rent to be charged to the tenants of the Affordable Units is limited as follows:
  - **Actual Income Limit:** Developer shall not charge rent for an Affordable Unit that is more than 30% of the actual annual household income of the tenant as of the date of the execution of the lease agreement for such Affordable Unit. Additionally, the monthly rent charged shall provide for a utility allowance of \$90 dollars a month for tenant-paid utilities. This utility allowance is intended as a binding reasonable estimate of the tenant's monthly utility expenses; the parties do **not** intend for this allowance to be adjusted monthly based on the actual utility expenses. The parties also only intend for the rent limit to be calculated and applied at (i) the execution of the initial lease agreement for the Affordable Unit and (ii) upon any renewal or extension of the initial lease term. The parties acknowledge and agree that the tenant in an Affordable Unit will be solely responsible for paying tenant's own utilities.
  - **Maximum Rent Limit:** Notwithstanding the above, regardless of the actual income of the tenant, at no time shall the monthly rent of the Affordable Unit exceed (i) 30% of the 80% AMI limit as established from time to time by HUD and adjusted for household size in accordance with this Exhibit, (ii) divided by 12, and (iii) less \$90 for the utility allowance. The calculation for this limit shall be accomplished in the same fashion as the actual income limit calculation stated above; however, the 80% AMI limit, established from time to time by HUD and adjusted for household size in accordance with this Exhibit, shall be used in place of the tenant's actual annual income. The parties intend this maximum rent limit to act as a ceiling

on the amount of rent that can be charged for an Affordable Unit should a current tenant's household income increase to exceed the 80% AMI limit and Developer seeks to renew or extend such initial lease term. The parties intend for this maximum rent limit to be calculated and applied, in addition to the actual income limit, upon any renewal or extension of an initial lease term.

- **Affordability Period:** The affordability period shall be in effect until the final Rebate Payment is paid under this Agreement (the "**Affordability Period**").
- **Documentation:** Developer shall require documentation of family size and income to show that the affordability requirements in this Exhibit for the Affordable Unit are satisfied. Developer is responsible for ensuring that the affordability requirements are satisfied at the time of signing of each lease of the Affordable Units. Upon request, Developer shall provide such documentation the City.
- **Other:** Affordable Units may be any size or type, may be substituted with alternative unit types, and are not required to be comparable in size, features, or number of bedrooms, which allows affordable designations to be interchangeable with market-rate units at any point in time throughout the Affordability Period.

## II. **BUDGET, SOURCES & USES**

PROJECT DETAILS	TOTAL
Number of Units	278
Residential Gross SF	246,364
Retail Gross SF	11,325
Structured Garage Gross SF	83,712
Structured Parking Spaces	217
PROJECT SOURCES DETAILS	AMOUNT
Construction Loan	54,154,836
Limited Partner Equity	20,888,294
General Partner/ Sponsor Equity	2,320,922
<b>TOTAL PROJECT SOURCES</b>	<b>\$77,364,051</b>
PROJECT USES DETAILS	AMOUNT
Acquisition Costs	750,000
Pre-Development Costs / Due Diligence	150,000
Land Costs	4,500,000
Total Construction Costs / Hard Costs	55,643,721
Consulting Fees / Design / A&E	2,260,000
Total Financing Fees	293,983
Total Interest Expense	2,262,108
Other Financing Costs / Working Capital	150,000
Legal Cost	345,300
Total Pre-Opening / Marketing Costs	435,000
FF&E / Hardscape / Other Soft Costs	2,327,375
Lender Inspections	90,000
Impact Fees	321,646
Tenant Improvements	806,906
Broker Commissions	185,006
Insurance	138,025
Tax	931,479
Operating Deficits	55,079
<b>TOTAL USES COSTS</b>	<b>\$77,364,051</b>



EXHIBIT C  
to Development Agreement  
**FORM OF SERVICE AGREEMENT**

----- space above for Hamilton County Recorder -----

Contract No. \_\_\_\_\_

**SERVICE AGREEMENT**  
(Liberty and Elm)

This Service Agreement ("**Agreement**") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021 (the "**Effective Date**"), by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"), and **OTR PROJECT PARTNERS, LLC**, an Ohio limited liability company, having an address of 14 West 15<sup>th</sup> Street, Cincinnati, Ohio 45202 ("**Owner**").

Recitals:

A. Owner is the fee owner of the property located at 1617 Elm Street and 1621 Logan Street, Cincinnati, Ohio 45202, as described more fully in Exhibit A (*Legal Description*) hereto (the "**Property**").

B. As described in the *Development Agreement* between the City and Owner dated [\_\_\_\_], 2021 (the "**Development Agreement**"), Owner intends to make or cause to be made certain improvements to the Property (as described in the Development Agreement, the "**Project**"). Capitalized terms used, but not defined, herein shall have the meanings ascribed thereto in the Development Agreement.

C. The City believes that the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements.

D. In furtherance of the public purpose and to facilitate the Project, and as authorized by Ordinance No. [\_\_\_\_], passed by Cincinnati City Council on [\_\_\_\_] (the "**TIF Ordinance**"), the City has established a so-called project-based TIF Exemption for the Property under Section 5709.41, Ohio Revised Code ("**ORC**").

E. Under the TIF Ordinance and in accordance with ORC Section 5709.41, et seq. and this Agreement, the increased value of the Property shall be exempt from real property taxes, and all present and future owners of the Property, or any portion thereof, shall be required to make service payments in lieu of taxes, in semi-annual installments, in an amount equal to the amount of real property taxes that {00327759-7}

would have been paid on the Exempt Improvements (as defined below) had an exemption not been granted ("**Service Payments**").

F. The Property is located within the Cincinnati City School District, and the Board of Education of the Cincinnati City School District ("**Board of Education**") has, by resolution adopted on April 27, 2020, and by a Tax Incentive Agreement with the City effective as of April 28, 2020, approved an exemption of 100% of the assessed valuation of the Exempt Improvements for thirty (30) years (subject to the obligation of the City to make payments to the Board of Education as provided in Section II.C.2 of that agreement, which payments are referred to herein as the "**School Board Payments**").

G. As provided in the Development Agreement, the City intends to use the Service Payments to (i) pay any fees due to the Hamilton County Auditor with respect to the Service Payments, (ii) make the School Board Payments, (iii) cover certain fees to the City provided in the Development Agreement, (iv) retain the VTICA Contribution, (v) provide Owner with certain Rebate Payments to promote the economic viability of the Project and thereby contributing to the urban redevelopment of Over-the-Rhine neighborhood, and (vi) support such urban redevelopment purposes as are provided in the Development Agreement and the TIF Ordinance, in each case in the amounts identified herein and subject to the terms hereof.

H. The parties intend that this Agreement, as amended and supplemented from time to time, shall constitute the agreement contemplated by ORC Section 5709.41, et seq. and shall define the respective rights and obligations of Owner and the City with respect to the Service Payments.

I. Execution of this Agreement has been authorized by City Council by the TIF Ordinance.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the City and Owner agree as follows:

1. **COMPLETION OF PROJECT.** Owner shall cause the Project to be completed in accordance with the terms of the Development Agreement. Failure to use and operate the Project in the manner contemplated by the Development Agreement shall not relieve Owner of its obligations to make Service Payments as required hereunder. Owner shall develop the Project in accordance with the Development Agreement throughout the Exemption Period (as hereinafter defined), and shall comply with the terms of the Development Agreement in all respects.

2. **OBLIGATION TO MAKE SERVICE PAYMENTS.**

A. Declaration that Exempt Improvements are a Public Purpose. The City hereby confirms that, pursuant to ORC Chapter 5709.41, et seq. and the TIF Ordinance, the City declared that 100% of the assessed value of the improvements (as defined in ORC Chapter 5709.41) to the Property, including the Project (collectively, the "**Exempt Improvements**") constitutes a public purpose and is entitled to exemption from real property taxes for a period of thirty (30) years for a period currently expected to commence in tax year 2023 (the "**Exemption Period**").

B. Commencement of Service Payments. Owner shall commence paying Service Payments no later than the final date for payment (the last day that payment can be made without penalty or interest) of the first semi-annual installment of real property taxes in the first calendar year after the first tax year in which any Exempt Improvements appear on the Hamilton County Auditor's tax duplicate. (For example, if any Exempt Improvements first appear on the tax rolls on January 1, 2023, Owner's first semi-annual tax payment will be for the tax bill for the First Half 2023, which will become due and payable to the County Treasurer on or about January 2024.) Owner shall pay Service Payments in semi-annual installments (i) on the earlier of such final date for payment of the first semi-annual installment of real property taxes, or February 1, in each year, and (ii) on the earlier of such final date for payment of the second semi-annual installment of real property taxes, or August 1, in each year (each such final date for payment is referred to herein as a "**Service Payment Date**"). Owner shall continue to make Service Payments until such time as Owner has paid the final Service Payment applicable to the Exemption Period.

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C. Amount of Service Payments. Each semi-annual Service Payment shall be paid to the Hamilton County Treasurer in an amount equal to one-half (½) of the annual amount that would have been payable in that year as real property taxes with respect to the Exempt Improvements had an exemption not been granted. However, if after the first semi-annual Service Payment has been determined and paid, the total annual amount for that year is adjusted by the taxing authorities, the amount of the second semi-annual Service Payment shall be adjusted accordingly. The Service Payments shall vary as the assessed value of the Exempt Improvements and the applicable tax rate vary from time to time.

D. Estimation. If, as of the date any Service Payment is due, the amount of the real property taxes that would have been payable on the Exempt Improvements (if not exempt) cannot be or has not been finally determined, the amount of such taxes shall be estimated by the Hamilton County Auditor or by the City (even though such taxes may be subject to contest, later determination, or adjustment because of revaluation of the Exempt Improvements) for the applicable tax year. If the sum of Service Payments so calculated and paid in any year is subsequently determined not to be equal to the total amount of real property taxes that would have been paid in that year with respect to the Exempt Improvements (if not exempt), Owner or the City shall promptly pay or repay any deficiency or excess, as appropriate, to the other within thirty (30) days after written demand.

E. Late Payment. If any Service Payment, or any installment thereof, is not paid when due under this Agreement, then, in addition to Hamilton County's late fee or delinquency charge, if any, Owner shall pay to the City, as a late payment charge, the amount of the charges for late payment of real property taxes, including penalty and interest, payable pursuant to ORC Section 323.121 on the delinquent amount. In addition, if Owner fails to make any Service Payment required hereunder, Owner shall pay, in addition to the Service Payment Owner was required to pay and any late payment charges as stated above, such amount as is required to reimburse the City for all costs and other amounts (including without limitation attorneys' fees) paid or incurred by the City to enforce the Service Payment obligations against Owner or against the Property. Owner acknowledges that delays in the making of Service Payments may, among other things, result in delays in the City's ability to timely make Rebate Payments.

### **3. APPLICATION OF SERVICE PAYMENTS.**

A. Rebate Payments. Rebate Payments shall be made in the amounts described in, and subject to all terms and conditions of, the Development Agreement.

B. Timing of Rebate Payments. Rebate Payments shall be made at the times described in the Development Agreement.

#### **C. Change in Use; Subdivision or Ownership by Multiple Legal Entities.**

(i) Change in Use. Notwithstanding the foregoing, and without limiting any of the City's remedies under this Agreement or the Development Agreement, if the Project is no longer to be used for commercial and multi-family residential purposes (unless the City has otherwise agreed in accordance with the terms of this Agreement), the City shall no longer be obligated to make the Rebate Payments and the portion of the Service Payments which would otherwise have been applied to the Rebate Payments shall be deemed to be Residual Service Payments to which Owner is in no way entitled.

(ii) Subdivision or Ownership by Multiple Legal Entities. Without the City's prior written consent in the form of an amendment to this Agreement making such administrative and ministerial changes as may be deemed reasonably necessary by the City, title to the Property shall not be held by more than one legal entity at a time (it being acknowledged and agreed by the City that ownership of the fee title through one legal entity, which is itself owned by multiple entities, is not ownership of the fee title to the Property by multiple entities as contemplated hereby). The City will not unreasonably

withhold its agreement to such an amendment so long as the proposed amendment is otherwise consistent with this Agreement and the Development Agreement. For the avoidance of doubt, the City shall be under no obligation to enter into such an amendment if Owner seeks to include terms in such amendment that are unrelated or in addition to the division of ownership of the Property as described in this clause (ii); *provided, however*, that the City may include, as a term of such amendment, that the City will solely be required to provide notices or otherwise negotiate with one "Owner" entity as an agent for others which may succeed to Owner's rights hereunder. The City shall in no event be required to divide the Rebate Payments and pay portions of the Rebate Payments to various entities unless the City expressly agrees to do so in writing.

D. No Other Source. The City is in no way obligated under this Agreement or any other Project Document to provide Owner with any funds other than the Rebate Payments, nor is the City in any way obligated to provide the Rebate Payments from any source other than the Service Payments it actually receives in respect of the Exempt Improvements. Owner acknowledges and agrees that if the application of Service Payment proceeds to the Rebate Payments is deemed illegal or impermissible by a court of law following a non-appealable final adjudication thereof (it being agreed by the City that it shall not object to Owner's participation, at Owner's own expense, in any such legal proceedings), the Rebate Payments shall not be made and the portion of the Service Payments which would otherwise have been applied to the Rebate Payments shall be deemed to be Residual Service Payments to which Owner is in no way entitled. In such a circumstance, the City shall be under no obligation to provide compensation or reimbursement to Owner for the loss of the Rebate Payments or otherwise make equivalent payments to Owner from alternative sources.

4. PAYMENT OBLIGATIONS TO HAVE LIEN PRIORITY. To the extent permitted by law, the Service Payments shall be treated as a tax lien in the same manner as real property taxes and will have the same lien, rights and priority as all other real property taxes. Such a lien shall attach, and may be perfected, collected and enforced as provided by law, including enforcement by foreclosure upon such lien pursuant to the procedures and requirements of Ohio law relating to mortgages, liens, and delinquent real estate taxes. Owner hereby agrees that the obligation to make Service Payments shall have the same priority as the obligation to pay real estate taxes in the event of any bankruptcy or other like proceeding instituted by or against Owner. Owner agrees not to contest the lien, rights or priority of the Service Payments with respect to the Property.

#### 5. RECORDING; OBLIGATIONS TO RUN WITH THE LAND; ASSIGNMENT.

A. Recording. Promptly after the execution of this Agreement, Owner shall cause this Agreement to be recorded in the Hamilton County, Ohio Recorder's Office, at its expense, prior to any mortgage, assignment or other conveyance of any part of the Property. All instruments of conveyance of the Property or Owner's ownership of the Property (or portions thereof) to subsequent mortgagees, successors, assigns or transferees shall be subject to this Agreement.

B. Covenants Running with the Land. The obligation to perform and observe the agreements on Owner's part contained herein shall be covenants running with the land and shall be binding and enforceable by the City against Owner and its successors-in-interest and transferees as owners from time to time of the fee simple interest in the Property.

C. Obligations are Absolute and Unconditional. The obligations of Owner to make Service Payments under this Agreement will not be terminated for any cause including, without limitation, failure to commence or complete the Project; any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Exempt Improvements; commercial frustration of purpose; or any change in the constitution, tax or other laws or judicial decisions or administrative rulings of or administrative actions by or under authority of the United States of America or of the State or any political subdivision thereof.

#### 6. PAYMENT OF TAXES; CONTESTS.

A. **Payment of Taxes.** With respect to real property taxes that are not exempted under this Agreement, Owner shall pay or cause to be paid, as the same become due (but subject to the 5 day Cure Period for Payment Defaults described in the Development Agreement), all such taxes, assessments, whether general or special, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Property and/or the non-exempt improvements or any personal property or fixtures of Owner installed or brought thereon (including, without limitation, any taxes levied against Owner with respect to income or profits from operations at the Property and which, if not paid, may become or be made a lien on the Property or the Exempt Improvements). The Owner acknowledges that it, and not the City, is responsible for the payment of all utility and other charges incurred in the operation, maintenance, use and occupancy of the Property and Exempt Improvements.

B. **Contests.** Nothing in this Agreement is intended to prevent Owner, at its expense and in good faith, from applying for exemption of any non-exempt improvements, or contesting the amount or validity of any such taxes, assessments or other charges, including contesting the real estate valuation of the Property and Exempt Improvements. Nothing in this paragraph shall be construed to relieve Owner of the duty to make the Service Payments as required by this Agreement.

7. **NOTICES.** All notices or other communications under this Agreement shall be deemed given on receipt when personally delivered, or 48 hours after being mailed by U.S. registered or certified mail, postage prepaid, addressed to the City at 801 Plum Street, Cincinnati, OH 45202, Attention: City Manager, with a copy to the Director of the Department of Community and Economic Development, City of Cincinnati, 805 Central Avenue, Suite 700, Cincinnati, OH 45202; and to Owner at its address set forth in the introductory paragraph hereof. If Owner sends a notice to the City alleging that the City is in default under this Agreement, Owner 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. The City and Owner may, by notice given under this Agreement, designate any further or different addresses to which subsequent notices or other communications shall be sent.

8. **COVENANTS AND REPRESENTATIONS.** Owner hereby reaffirms its representations and warranties contained in the Development Agreement and any other Project Documents as of the Effective Date of this Agreement.

9. **EXEMPTION APPLICATION.** Owner shall prepare, execute and (following the City's prior receipt of copies for review and approval in the City's sole discretion) file, in a timely fashion after the Effective Date, such applications, documents and other information with the appropriate officials of the State of Ohio and Hamilton County, or other public body as may be required to effect and maintain during the Exemption Period as described in ORC Chapter 5709 the exemption from real property taxation as contemplated by said Chapter. Owner and the City currently expect that such exemption from real property taxation shall apply initially to the 2023 tax year. Owner shall continuously use due diligence and employ commercially reasonable efforts to keep such exemption in force, not permitting the same to lapse or be suspended or revoked for any reason within Owner's control. In the event that subsequent to the allowance of such exemption, the same is at any time revoked or suspended due to the act or omission of Owner, Owner shall nevertheless continue to make Service Payments throughout the Exemption Period; *provided, however* that such Service Payments shall only be required during any period of revocation or suspension to the extent (and in the amounts) necessary to cover debt service and other financing costs related to any bonds the City has issued prior to the date of revocation or suspension of the exemption which are secured by the City to be repaid, in whole or in part, by the Service Payments (or such portion of the Service Payments as the City may be entitled to pledge as collateral or utilize for repayment of debt under the terms of this Agreement).

10. **DEFAULTS AND REMEDIES.** If Owner fails to make any Service Payment when due (but subject to the 5 day Cure Period for Payment Defaults described in the Development Agreement) (time being of the essence), or if Owner fails to observe or perform any other obligation hereunder (including Owner's obligation to comply with the terms of the Development Agreement) and such other failure continues for more than thirty (30) days after the City notifies Owner in writing thereof, the City shall be entitled to exercise and pursue any and all rights and remedies available to it hereunder, at law {00327759-7}

or in equity, including, without limitation, (i) foreclosure of the lien created hereby, and (ii) terminating this Agreement without modifying or abrogating Owner's obligation to make Service Payments; *provided, however*, that if the nature of the default (other than a Payment Default) is such that it cannot reasonably be cured during an applicable cure period, Owner shall not be in default under this Agreement so long as Owner commences to cure the default within such cure period and thereafter diligently completes such cure within sixty (60) days after Owner's receipt of the City's initial notice of default. Owner shall pay to the City upon demand an amount equal to all costs and damages suffered or incurred by the City in connection with such default, including, without limitation, attorneys' fees. Waiver by the City of any default shall not be deemed to extend to any subsequent or other default under this Agreement. All rights and remedies hereunder are cumulative.

**11. DURATION OF AGREEMENT.** This Agreement shall become effective on the Effective Date and, except with respect to those provisions expressly stated to survive the expiration of this Agreement, shall expire on the later of (i) the day following the date of payment of the final Rebate Payment to be made under the Development Agreement, and (ii) the day following the date of payment of the final Service Payment applicable to the Exemption Period. This Agreement shall survive any foreclosures, bankruptcy, or lien enforcement proceedings. Upon such expiration, the City shall deliver to Owner such documents and instruments as Owner may reasonably request to evidence such expiration.

**12. TRUSTEE.** Owner hereby acknowledges and agrees that the City may, following the Effective Date, enter into a trust agreement or other like agreement with a trustee selected by the City for the purposes of carrying out and/or administering some or all of the City's obligations under this Agreement, as determined by the City. If the City generally implements such an arrangement for transactions, such as those contemplated by this Agreement, involving tax increment financing under Ohio Revised Code Section 5709.41 or tax increment financing generally, then Owner agrees to (i) execute such documents or acknowledgments as may be reasonably required in order for the City to procure the services of such trustee, including, if applicable, a trust agreement, and (ii) pay the fees and expenses of the trustee (or, at the City's option, reimburse the City for the fees and expenses of the trustee paid by the City).

**13. GENERAL PROVISIONS.**

A. Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same Agreement.

B. Captions. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

C. Governing Law and Choice of Forum. This Agreement shall be governed by the laws of the State of Ohio and the City of Cincinnati and shall be interpreted and enforced in accordance with the laws of this State and City without regard to the principles of conflicts of laws. All unresolved claims and other matters in question between the City and Owner shall be decided in the Hamilton County Court of Common Pleas. The parties hereby waive trial by jury.

D. Severability. If any provision of this Agreement is determined to be illegal, invalid or unenforceable, it is the intention of the parties that the remainder of this Agreement shall not be affected thereby, and in lieu of each provision that is illegal, invalid or unenforceable, there shall be added as a part of this Agreement provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

E. Additional Documents. The City and Owner agree to execute any further agreements, documents or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement to the extent permitted by this Agreement and in compliance with all laws and ordinances controlling this Agreement.



F. Entire Agreement; Amendments. This Agreement, together with the Development Agreement, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements of the parties. This Agreement may be amended only by a written amendment signed by all parties.

G. Exhibit. The following exhibit is attached hereto and made a part hereof:  
Exhibit A - Legal Description

*SIGNATURES ON FOLLOWING PAGE*

This Service Agreement is executed by the City and Owner by their duly-authorized officers or representatives as of the Effective Date.

**OTR PROJECT PARTNERS, LLC**

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

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

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

Date: \_\_\_\_\_, 2021

**CITY OF CINCINNATI**

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

Date: \_\_\_\_\_, 2021

Approved as to Form:

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

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

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

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

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

*NOTARY BLOCKS ON FOLLOWING PAGE*

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ (name), \_\_\_\_\_ (title) of OTR Project Partners, LLC, an Ohio limited liability company, on behalf of the company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Paula Boggs Muething, City Manager of the CITY OF CINCINNATI, an Ohio municipal corporation, on behalf of the corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

This instrument prepared by:  
Kaitlyn M. Geiger, Esq.  
City of Cincinnati  
Office of the City Solicitor  
801 Plum Street, Room 214  
Cincinnati, OH 45202

**EXHIBIT A  
TO  
SERVICE AGREEMENT**

**LEGAL DESCRIPTION**

[INTENTIONALLY OMITTED]

EXHIBIT D-1

to Development Agreement

**FORM OF QUITCLAIM DEED – INITIAL CONVEYANCE**

----- space above for recorder -----

**QUITCLAIM DEED**

**OTR PROJECT PARTNERS, LLC**, an Ohio limited liability company, the address of which is [\_\_\_\_\_] (“**Grantor**”), for valuable consideration paid, hereby grants and conveys to the **CITY OF CINCINNATI**, an Ohio municipal corporation (“**Grantee**”), having an address at 801 Plum Street, Cincinnati, Ohio 45202, all Grantor’s right, title and interest in and to the real property described on Exhibit A (Legal Description) hereto.

The City’s acceptance of the Property was authorized by Ordinance No. \_\_\_\_\_, passed by City Council on \_\_\_\_\_, 2021.

Prior instrument reference: Official Record \_\_\_\_\_, Page \_\_\_\_\_, Hamilton County, Ohio Records.

Executed on \_\_\_\_\_, 2021.

**OTR PROJECT PARTNERS, LLC**

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

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

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

Date: \_\_\_\_\_, 2021

*NOTARY BLOCK FOLLOWS*

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ (name), \_\_\_\_\_ (title) of OTR Project Partners, LLC, an Ohio limited liability company, on behalf of the company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

Approved as to Form:

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

This instrument prepared by:     Kaitlyn M. Geiger, Esq.; City of Cincinnati, Office of the City Solicitor;  
  801 Plum Street, Room 214; Cincinnati, Ohio 45202



**Exhibit A to Quitclaim Deed**

Legal Description

[INTENTIONALLY OMITTED]

EXHIBIT D-2  
to Development Agreement

**FORM OF QUITCLAIM DEED – CITY CONVEYANCE**

----- space above for recorder -----

**QUITCLAIM DEED**

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the “**City**”), having an address of 801 Plum Street, for valuable consideration paid, hereby grants and conveys to **OTR PROJECT PARTNERS, LLC**, an Ohio limited liability company, the address of which is [\_\_\_\_\_] (“**Grantee**”), all of the City’s right, title and interest in and to the real property described on Exhibit A (Legal Description) hereto.

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

Prior instrument reference: Official Record \_\_\_\_\_, Page \_\_\_\_\_, Hamilton County, Ohio Records.

Executed on \_\_\_\_\_, 2021.

CITY OF CINCINNATI

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

STATE OF OHIO            )  
                                      ) SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by Paula Boggs Muething, City Manager of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

Approved as to Form:

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

{00327759-7}

This instrument prepared by: Kaitlyn M. Geiger, Esq., City of Cincinnati Law Department, 801 Plum Street, Suite 214, Cincinnati, Ohio 45202

**Exhibit A to Quitclaim Deed**

Legal Description

[INTENTIONALLY OMITTED]

EXHIBIT E  
to Development Agreement  
**FORM OF COMPLETION GUARANTY**  
[to be attached]

## EXHIBIT F

### to Development Agreement

#### DISBURSEMENT OF FUNDS

(A) Conditions to be Satisfied Prior to Disbursement of Funds. The City shall be under no obligation to disburse the funds of up to \$29,736.72 to Developer for the construction of Public Improvements (the “**Funds**”) until the following conditions are satisfied:

(i) Developer shall have provided the City with evidence of insurance required under this Agreement;

(ii) Developer shall have provided the City with evidence that it has obtained all licenses, permits, governmental approvals and the like necessary for the construction work;

(iii) the parties shall have approved the construction budget and construction schedule for the Public Improvements;

(iv) on-site construction for the Public Improvements shall have commenced and be proceeding in accordance with the City approved plans and proposed construction schedule;

(v) Developer shall have provided the City with such other documents, reports and information relating to the Project as the City may reasonably request; and

(vi) Developer shall not be in default under this Agreement.

(B) Disbursement of Funds on a Pro Rata Basis. Provided all of the requirements for disbursement of the Funds shall have been satisfied, the City shall disburse the Funds from the Project account. The City shall disburse the Funds on a reimbursement basis and on a “pro rata” basis with the other sources of funds for the Public Improvements; i.e., the City’s Funds shall not be “first in”. (For example, if the Funds represent one fourth (1/4<sup>th</sup>) of the total funds for the Public Improvements, at no time shall the amount of the disbursed Funds exceed 1/4<sup>th</sup> of the total amount of the disbursed funds for the Public Improvements.) Developer shall request the Funds and shall use the Funds solely to reimburse itself for documented hard construction costs paid by Developer to third parties for construction of the Public Improvements and for no other purpose. Nothing in this Agreement shall permit, or shall be construed to permit, the expenditure of Funds for the acquisition of supplies or inventory, or for the purpose of purchasing materials not used in the construction, or for establishing a working capital fund, or to pay for soft costs, or for any other purpose expressly disapproved by the City. Developer shall not request a disbursement of Funds for any expenditure that is not itemized on or contemplated by the approved budget or if the costs for which the disbursement is being requested exceeds the applicable line item in the budget; however, Developer may request, in writing, that funds be transferred between line items, with the City’s approval thereof not to be unreasonably withheld. Disbursements from the Project account shall be limited to an amount equal to the actual cost of the work, materials and labor incorporated in the work up to the amount of such items as set forth in Developer’s request for payment. Anything contained in this Agreement to the contrary notwithstanding, the City shall not be obligated to make or authorize any disbursements from the Project account if the City determines, in its reasonable discretion, that the amounts remaining from all funding sources with respect to the construction of the Public Improvements are not sufficient to pay for all the costs to complete construction. Developer acknowledges that the obligation of the City to disburse the Funds to Developer for construction shall be limited to the Funds to be made available by the City under this Agreement. Developer shall provide all additional funds from other resources to complete the Public Improvements. Notwithstanding anything in this Agreement to the contrary, the City’s obligation to make the Funds for construction available to Developer, to the extent such Funds have not been disbursed, shall terminate ninety (90) days following completion of construction of the Public Improvements.



(C) Draw Procedure

(i) Frequency. Developer may make disbursement requests no more frequently than once in any thirty (30) day period.

(ii) Documentation. Each disbursement request shall include the following: For construction costs shown on the approved budget, Developer shall submit a draw request form provided by the City, with the following attachments: (1) an AIA G-702-703 Form (AIA) or such other similar form acceptable to the City, (2) sworn affidavits and/or unconditional lien waivers (together with copies of paid invoices, contracts, or other supporting data) from all contractors, subcontractors and materialmen covering all work, labor and materials for the work through the date of the disbursement and establishing that all such work, labor and materials have been paid for in full, (3) waivers or disclaimers from suppliers of fixtures or equipment who may claim a security interest therein, and (4) such other documentation or information requested by the City that a prudent construction lender might request. All affidavits and lien waivers shall be signed, fully-executed originals.

(D) Retainage. After review and approval of a disbursement request, the City shall disburse ninety percent (90%) of the amount requested, less retainage equal to ten percent (10%) thereof. The retained amount shall be disbursed when (i) construction of the Public Improvements has been completed, (ii) the City has obtained final lien waivers and all other conditions to payment set forth in this Agreement have been satisfied with respect to such payment, (iii) Developer has provided the City with a complete set of "as built" drawings for the Public Improvements if required by DOTE, and (iv) Developer has complied with all of its other obligations under this Agreement as determined by the City in its sole discretion.

(E) Estoppel Certification. A request for the disbursement of Funds shall, unless otherwise indicated in writing at the time Developer makes such request, be deemed as a representation and certification by Developer that (i) that all work done and materials supplied to date are in accordance with the City-approved plans and specifications for the Public Improvements and in strict compliance with all legal requirements as of the date of the request, (ii) the Public Improvements are being completed in accordance with the City-approved budget and construction schedule, and (iii) Developer and the City have complied with all of their respective obligations under this Agreement. If Developer alleges that the City has been or is then in default under this Agreement at the time Developer makes such request, and if the City disputes such allegation, the City shall not be obligated to make or authorize such disbursement until the alleged default has been resolved.

EXHIBIT H

to Development Agreement

PRIOR DEVELOPER'S REPURCHASE RIGHT ACKNOWLEDGMENT

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**ACKNOWLEDGMENT OF REPURCHASE RIGHT**

**W LIBERTY & ELM, LLC**, an Ohio limited liability company, the address of which is [\_\_\_\_\_] (**"Grantor"**), being the owner of the real property described on Exhibit A (Legal Description) hereto, hereby acknowledges that the repurchase right of the City of Cincinnati, Ohio (the **"City"**) set forth in that certain *Quitclaim Deed* from the City to Grantor, recorded on April 13, 2018, in Hamilton County Recorder Official Record Book 13646, Page 1334, as modified by that certain Development Agreement by and between the City and Grantor dated \_\_\_\_\_ (the **"Development Agreement"**), remains in effect until released in accordance with the provisions of the Development Agreement or otherwise with the express written consent of the City.

Executed on \_\_\_\_\_, 2021.

**W LIBERTY & ELM, LLC**

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

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

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

Date: \_\_\_\_\_, 2021

*NOTARY BLOCK FOLLOWS*

STATE OF OHIO                     )  
  ) SS:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ (name), \_\_\_\_\_ (title) of W Liberty & Elm, LLC, an Ohio limited liability company, on behalf of the company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

Approved as to Form:

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

This instrument prepared by:     Kaitlyn M. Geiger, Esq.; City of Cincinnati, Office of the City Solicitor;  
  801 Plum Street, Room 214; Cincinnati, Ohio 45202

**Exhibit A to Acknowledgment of Repurchase Right**

Legal Description

[INTENTIONALLY OMITTED]

EXHIBIT I

to Development Agreement

DEVELOPER'S REPURCHASE RIGHT ACKNOWLEDGMENT

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**ACKNOWLEDGMENT OF REPURCHASE RIGHT**

**OTR PROJECT PARTNERS, LLC**, an Ohio limited liability company, the address of which is [\_\_\_\_\_] ("**Grantor**"), being the owner of the real property described on Exhibit A (Legal Description) hereto, hereby acknowledges that the repurchase right of the City of Cincinnati, Ohio (the "**City**") set forth in that certain *Quitclaim Deed* from the City to W Liberty & Elm, LLC, an Ohio limited liability company, recorded on April 13, 2018, in Hamilton County Recorder Official Record Book 13646, Page 1334, as modified by that certain Development Agreement by and between the City and Grantor dated \_\_\_\_\_ (the "**Development Agreement**"), remains in effect until released in accordance with the provisions of the Development Agreement or otherwise with the express written consent of the City.

Executed on \_\_\_\_\_, 2021.

**OTR PROJECT PARTNERS, LLC**

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

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

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

Date: \_\_\_\_\_, 2021

*NOTARY BLOCK FOLLOWS*

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ (name), \_\_\_\_\_ (title) of OTR Project Partners, LLC, an Ohio limited liability company, on behalf of the company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

Approved as to Form:

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

This instrument prepared by:     Kaitlyn M. Geiger, Esq.; City of Cincinnati, Office of the City Solicitor;  
  801 Plum Street, Room 214; Cincinnati, Ohio 45202



**Exhibit A to Acknowledgment of Repurchase Right**

Legal Description

[INTENTIONALLY OMITTED]

## EXHIBIT I

### to Development Agreement

#### **ADDITIONAL REQUIREMENTS**

Developer and Developer's general contractor shall comply with all applicable statutes, ordinances, regulations, and rules of the government of the United States, State of Ohio, County of Hamilton, and City of Cincinnati (collectively, "**Government Requirements**"), including the Government Requirements listed below, to the extent that they are applicable. Developer hereby acknowledges and agrees that (a) the below listing of Government Requirements is not intended to be an exhaustive list of Government Requirements applicable to the Project, Developer, or Developer's contractors, subcontractors or employees, either on the City's part or with respect to any other governmental entity, and (b) neither the City nor its Law Department is providing legal counsel to or creating an attorney-client relationship with Developer by attaching this Exhibit to the Agreement.

This Exhibit serves two functions:

(i) Serving as a Source of Information With Respect to Government Requirements. This Exhibit identifies certain Government Requirements that may be applicable to the Project, Developer, or its contractors and subcontractors. Because this Agreement requires that Developer comply with all applicable laws, regulations, and other Government Requirements (and in certain circumstances to cause others to do so), this Exhibit flags certain Government Requirements that Developers, contractors and subcontractors regularly face in constructing projects or doing business with the City. To the extent a Developer is legally required to comply with a Government Requirement, failure to comply with such a Government Requirement is a violation of the Agreement.

(ii) Affirmatively Imposing Contractual Obligations. If certain conditions for applicability are met, this Exhibit also affirmatively imposes contractual obligations on Developer, even where such obligations are not imposed on Developer by Government Requirements. As described below, the affirmative obligations imposed hereby are typically a result of policies adopted by City Council which, per Council's directive, are to be furthered by the inclusion of certain specified language in some or all City contracts. The City administration (including the City's Department of Community and Economic Development) is responsible for implementing the policy directives promulgated by Council (which typically takes place via the adoption of motions or resolutions by Council), including, in certain circumstances, by adding specific contractual provisions in City contracts such as this Agreement.

(A) Construction Workforce.

(i) Applicability. Consistent with the limitations contained within the City Resolutions identified in clause (ii) below, this Section (A) shall not apply to contracts with the City other than construction contracts, or to construction contracts to which the City is not a party. For the avoidance of doubt, this Agreement is a construction contract solely to the extent that it directly obligates Developer to assume the role of a general contractor on a construction project for public improvements such as police stations or other government buildings, public parks, or public roadways.

The Construction Workforce Goals are not applicable to future work (such as repairs or modifications) on any portion of the Project. The Construction Workforce Goals are not applicable to the purchase of specialty fixtures and trade fixtures.

(ii) Requirement. In furtherance of the policy enumerated in City Resolutions No. 32-1983 and 21-1998 concerning the inclusion of minorities and women in City construction work, if Developer is performing construction work for the City under a construction contract to which the City is a party, Developer shall use Best Efforts to achieve a standard of no less than 11.8% Minority Persons (as defined below) and 6.9% females (of whom at least one-half shall be Minority Persons) in each craft trade {00327759-7}

in Developer and its general contractor's aggregate workforce in Hamilton County, to be achieved at least halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the "**Construction Workforce Goals**").

As used herein, the following terms shall have the following meanings:

(a) "**Best Efforts**" means substantially complying with all of the following as to any of its employees performing such construction, and requiring that all of its construction subcontractors substantially comply with all of the following: (1) solicitation of Minority Persons as potential employees through advertisements in local minority publications; and (2) contacting government agencies, private agencies, and/or trade unions for the job referral of qualified Minority Persons.

(b) "**Minority Person**" means any person who is Black, Asian or Pacific Islander, Hispanic, American Indian or Alaskan Native.

(c) "**Black**" means a person having origin in the black racial group of Africa.

(d) "**Asian or Pacific Islander**" means a person having origin in the original people of the Far East or the Pacific Islands, which includes, among others, China, India, Japan, Korea, the Philippine Islands, Malaysia, Hawaii and Samoa.

(e) "**Hispanic**" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish cultural origin.

(f) "**American Indian**" or "**Alaskan Native**" means a person having origin in any of the original people of North America and who maintains cultural identification through tribal affiliation.

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Confering with Trade Unions.

(a) Applicability. Per City of Cincinnati, Ordinance No. 130-2002, this requirement is limited to transactions in which Developer receives City funds or other assistance (including, but not limited to, the City's construction of public improvements to specifically benefit the Project, or the City's sale of real property to Developer at below fair market value).

(b) Requirement. This Agreement may be subject to the requirements of City of Cincinnati, Ordinance No. 130-2002, as amended or superseded, providing that, if Developer receives City funds or other assistance, Developer and its general contractor, prior to the commencement of construction of the Project and prior to any expenditure of City funds, and with the aim of reaching comprehensive and efficient project agreements covering all work done by Developer or its general contractor, shall meet and confer with: the trade unions representing all of the crafts working on the Project, and minority, female, and locally-owned contractors and suppliers potentially involved with the construction of the Project. At this meeting, Developer and/or its general contractor shall make available copies of the scope of work and if prevailing wage rates apply, the rates pertaining to all proposed work on the Project. Not later than ten (10) days following Developer and/or its general contractor's meet and confer activity, Developer shall provide to the City, in writing, a summary of Developer and/or its general contractor's meet and confer activity.

(ii) Contracts and Subcontracts; Competitive Bidding.

(a) Applicability. This clause (ii) is applicable to “construction contracts” under Cincinnati Municipal Code Chapter 321. Municipal Code Chapter 321 defines “construction” as “any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than four thousand dollars and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority,” and “contract” as “all written agreements of the City of Cincinnati, its boards or commissions, prepared and signed by the city purchasing agent or a board or commission for the procurement or disposal of supplies, service or construction.”

(b) Requirement. If CMC Chapter 321 applies to the Project, Developer is required to ensure that all contracts and subcontracts for the Project are awarded pursuant to a competitive bidding process that is approved by the City in writing. All bids shall be subject to review by the City. All contracts and subcontracts shall be expressly required by written agreement to comply with the provisions of this Agreement and the applicable City and State of Ohio laws, ordinances and regulations with respect to such matters as allocation of subcontracts among trade crafts, Small Business Enterprise Program, Equal Employment Opportunity, and Construction Workforce Goals.

(iii) Competitive Bidding for Certain City-Funded Development Agreements.

(a) Applicability. Pursuant to Ordinance No. 273-2002, the provision in clause (b) below applies solely where the Project receives in \$250,000 or more in direct City funding, and where such funding comprises at least 25% of the Project's budget. For the purposes of this clause (iii), “direct City funding” means a direct subsidy of City funds in the form of cash, including grants and forgivable loans, but not including public improvements, land acquisitions and sales, job creation tax credits, or tax abatements or exemptions.

(b) Requirement. This Agreement requires that Developer issue an invitation to bid on the construction components of the development by trade craft through public notification and that the bids be read aloud in a public forum. For purposes of this provision, the following terms shall be defined as set forth below:

(1) “Bid” means an offer in response to an invitation for bids to provide construction work.

(2) “Invitation to Bid” means the solicitation for quoted prices on construction specifications and setting a time, date and place for the submission of and public reading of bids. The place for the public reading of bids shall be chosen at the discretion of Developer; however, the place chosen must be accessible to the public on the date and time of the public reading and must have sufficient room capacity to accommodate the number of respondents to the invitation to bid.

(3) “Trade Craft” means (a) general construction work, (b) electrical equipment, (c) plumbing and gas fitting, (d) steam and hot water heating and air conditioning and ventilating apparatus, and steam power plant, (e) elevator work, and (f) fire protection.

(4) “Public Notification” means (a) advertisement of an invitation to bid with ACI (Allied Construction Industries) and the Dodge Report, and (b) dissemination of the advertisement (either by mail or electronically) to the South Central Ohio Minority Business Council, Greater Cincinnati Northern Kentucky African-American Chamber of Commerce, and the Hispanic Chamber of Commerce. The advertisement shall include a description of the “scope of work” and any other information reasonably necessary for the preparation of a bid, and it shall be published and disseminated no less than fourteen days prior to the deadline for submission of bids stated in the invitation to bid.

(5) "Read Aloud in a Public Forum" means all bids shall be read aloud at the time, date and place specified in the invitation for bids, and the bids shall be available for public inspection at the reading.

(C) City Building Code. All construction work must be performed in compliance with City building code requirements.

(D) Lead Paint Regulations. All work must be performed in compliance with Chapter 3742 of the Ohio Revised Code, Chapter 3701-32 of the Ohio Administrative Code, and must comply with OSHA's Lead in Construction Regulations and the OEPA's hazardous waste rules. All lead hazard abatement work must be supervised by an Ohio Licensed Lead Abatement Contractor/Supervisor.

(E) Displacement. If the Project involves the displacement of tenants, Developer shall comply with all Government Requirements in connection with such displacement. If the City shall become obligated to pay any relocation costs or benefits or other sums in connection with the displacement of tenants, under Cincinnati Municipal Code Chapter 740 or otherwise, Developer shall reimburse the City for any and all such amounts paid by the City in connection with such displacement within twenty (20) days after the City's written demand.

(F) Small Business Enterprise Program.<sup>2</sup>

(i) Applicability. The applicability of Municipal Code Chapter 323 (Small Business Enterprise Program) is limited to construction contracts in excess of \$5,000. Municipal Code Chapter 323 defines "contract" as "a contract in excess of \$5,000.00, except types of contracts listed by the City purchasing agent as exempt and approved by the City Manager, for (a) construction, (b) supplies, (c) services, or (d) professional services." It defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than \$4,000 and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority." To the extent Municipal Code Chapter 323 does not apply to this Agreement, Developer is not subject to the various reporting requirements described in this Section (F).

(ii) Requirement. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises ("SBE"s), which include SBEs owned by minorities and women. Accordingly, subject to clause (i) above, Developer and its general contractor shall use its best efforts and take affirmative steps to assure that SBEs are utilized as sources of supplies, equipment, construction, and services, with the goal of meeting 30% SBE participation for construction contracts and 15% participation for supplies/services and professional services contracts. An SBE means a consultant, supplier, contractor or subcontractor who is certified as an SBE by the City in accordance with Cincinnati Municipal Code ("CMC") Chapter 323. (A list of SBEs may be obtained from the Department of Economic Inclusion or from the City's web page, <http://cincinnati.diversitycompliance.com>.) Developer and its general contractor may refer interested firms to the Department of Economic Inclusion for review and possible certification as an SBE, and applications may also be obtained from such web page. If the SBE program is applicable to this Agreement, as described in clause (i) above, Developer agrees to take (or cause its general contractor to take) at least the following affirmative steps:

(1) Including qualified SBEs on solicitation lists.

(2) Assuring that SBEs are solicited whenever they are potential sources. Contractor must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials or to bid on construction contracts for the Project. Contractor is

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<sup>2</sup> Note: DCED is currently evaluating revisions to this SBE section due to recent legislative changes adopted by Council. If DCED implements these policy changes prior to the execution of this Agreement, this section will be revised.

encouraged to use the internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot be used as substitutes for the above.

(3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

(4) When needs permit, establishing delivery schedules that will encourage participation by SBEs.

(iii) Subject to clause (i) above, if any subcontracts are to be let, Developer shall require the prime contractor to take the above affirmative steps.

(iv) Subject to clause (i) above, Developer shall provide to the City, prior to commencement of the Project, a report listing all of the contractors and subcontractors for the Project, including information as to the owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. Developer or its general contractor shall update the report monthly by the 15<sup>th</sup>. Developer or its general contractor shall enter all reports required in this subsection via the City's web page referred to in clause (i) above or any successor site or system the City uses for this purpose. Upon execution of this Agreement, Developer and its general contractor shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.

(v) Subject to clause (i) above, Developer and its general contractor shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City shall have the right to review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the affiant pursuant to Section 2921.12, Ohio Revised Code.

(vi) Subject to clause (i) above, failure of Developer or its general contractor to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach the minimum percentage goals for SBE participation as set forth in Cincinnati Municipal Code Chapter 323, may be construed by the City as failure of Developer to use best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this section.

(G) Equal Employment Opportunity.

(i) Applicability. Chapter 325 of the Cincinnati Municipal Code (Equal Employment Opportunity) applies (a) where the City expends more than \$5,000 under a non-construction contract, or (b) where the City spends or receives over \$5,000 to (1) employ another party to construct public improvements, (2) purchase services, or (3) lease any real or personal property to or from another party. Chapter 325 of the Municipal Code does not apply where the contract is (a) for the purchase of real or personal property to or from another party, (b) for the provision by the City of services to another party, (c) between the City and another governmental agency, or (d) for commodities such as utilities.

(ii) Requirement. If this Agreement is subject to the provisions of Chapter 325 of the Cincinnati Municipal Code (the City of Cincinnati's Equal Employment Opportunity Program), the provisions thereof are hereby incorporated by reference into this Agreement.

(H) Prevailing Wage. Developer shall comply, and shall cause all contractors working on the Project to comply, with all any prevailing wage requirements that may be applicable to the Project. In the event that the City is directed by the State of Ohio to make payments to construction workers based on violations of such requirements, Developer shall make such payments or reimburse the City for such payments within twenty (20) days of demand therefor. A copy of the City's prevailing wage determination may be attached to this Exhibit as Addendum I to Additional Requirements Exhibit (City's Prevailing Wage Determination) hereto.



(I) Compliance with the Immigration and Nationality Act. In the performance of its construction obligations under this Agreement, Developer shall comply with the following provisions of the federal Immigration and Nationality Act: 8 U.S.C.A. 1324a(a)(1)(A) and 8 U.S.C.A. 1324a(a)(2). Compliance or noncompliance with those provisions shall be solely determined by final determinations resulting from the actions by the federal agencies authorized to enforce the Immigration and Nationality Act, or by determinations of the U.S.

(J) Prompt Payment. The provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System", may apply to this Agreement. Municipal Code Chapter 319 also (i) provides certain requirements for invoices from contractors with respect to the Prompt Payment System, and (ii) obligates contractors to pay subcontractors for satisfactory work in a timely fashion as provided therein.

(K) Conflict of Interest. Pursuant to Ohio Revised Code 102.03, no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project may have any personal financial interest, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.

(L) Ohio Means Jobs. If this Agreement constitutes a construction contract (pursuant to the guidance with respect to the definition of that term provided in Section (A) above), then, pursuant to Ordinance No. 238-2010: To the extent allowable by law, Developer and its general contractor shall use its best efforts to post available employment opportunities with Developer, the general contractor's organization, or the organization of any subcontractor working with Developer or its general contractor with the OhioMeansJobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-946-7200.

(M) Wage Enforcement.

(i) 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.

(N) Americans With Disabilities Act; Accessibility.

(i) Applicability. Cincinnati City Council adopted Motion No. 201600188 on February 3, 2016 (the “**Accessibility Motion**”). This motion directs City administration, including DCED, to include language specifically requiring compliance with the Americans With Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the “**ADA**”), and imposing certain minimum accessibility standards on City-subsidized projects regardless of whether there are arguably exceptions or reductions in accessibility standards available under the ADA or State law.

(ii) Requirement. In furtherance of the policy objectives set forth in the Accessibility Motion, (A) the Project shall comply with the ADA, and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a “place of public accommodation” or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then Developer shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, “**Contractual Minimum Accessibility Requirements**” means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building’s primary point of entry, conspicuous signage directing persons to such accessible point of entry.

(O) Electric Vehicle Charging Stations in Garages.

(i) Applicability. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of “qualifying incentives” for projects involving the construction of a parking garage to include a provision requiring the {00327759-7}

inclusion of certain features in the garage relating to electric vehicles. The ordinance defines “qualifying incentives” as the provision of incentives or support for the construction of a parking garage in the form of (a) the provision of any City monies or monies controlled by the City including, without limitation, the provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, “qualifying incentives” does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to Ohio Revised Code 3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

(ii) Requirement. If the applicability criteria of Ordinance No. 89-2017 are met, then the following requirements shall apply to any parking garage included within the Project: (a) at least one percent of parking spaces, rounding up to the nearest integer, shall be fitted with Level 2 minimum 7.2 kilowatt per hour electric car charging stations; provided that if one percent of parking spaces is less than two parking spaces, the minimum number of parking spaces subject to this clause shall be two parking spaces; and (b) the parking garage’s electrical raceway to the electrical supply panel serving the garage shall be capable of providing a minimum of 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer, and the electrical room supplying the garage must have the physical space for an electrical supply panel sufficient to provide 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer.

(P) Certification as to Non-Debarment. Developer represents that neither it nor any of its principals is presently suspended or debarred by any federal, state, or local government agency. In completing the Project, Developer shall not solicit bids from any contractors or subcontractors who are identified as being suspended or debarred by any federal, state, or local government agency. If Developer or any of its principals becomes suspended or debarred by any federal, state, or local government agency during the term of this Agreement, Developer shall be considered in default under this Agreement.

Addendum I  
to  
Additional Requirements Exhibit

City's Prevailing Wage Determination

**REQUEST FOR PROJECT WAGE DETERMINATION**

**DATE RECEIVED:** 10/8/2020

**ORIGINAL ASSIGNED NUMBER:** 2020-211

**DEI USE ONLY**

Fillout and Circle all that Apply Below:

**FUNDING GUIDELINES:**  
(State or Federal)

**RATES THAT APPLY:**  
(Building, Heavy, Highway, Residential)  
Prevailing wage does not apply.

**DECISION NUMBER:** N/A

**MODIFICATIONS:** N/A

**DECISION DATE:** N/A

**EXPIRATION DATE:** N/A

**SUPERSEDES DECISION NUMBER:** N/A

**DETERMINATION BY:**  
Name: Dionne Cherry

Title: Contract Compliance Specialist

Date: 10/14/2020

**APPROVED BY:**

Trina Wilkins Hoana  
INTERIM DEP DIRECTOR, DEPARTMENT OF  
ECONOMIC INCLUSION

**REQUESTING AGENCY OR DEPT:**  
Economic Development

**CONTACT PERSON AND PHONE  
NUMBER:**  
John Reiser ext. 6261

**Requested Date:** 10/08/2020  
**Estimated Advertising Date:** 01/01/2021  
**Estimated Bid Opening Date:** 02/01/2021  
**Estimated Starting Date:** 02/15/2021

**SOURCE AND FUND NUMBER**

<b>CITY</b>	<b>FUND</b> n/a
<b>STATE</b>	<b>FUND</b> n/a
<b>COUNTY</b>	<b>FUND</b> n/a
<b>FEDERAL</b>	<b>FUND</b> n/a

**PROJECT ACCOUNT NUMBER:** n/a

**AMT. OF PUB. FUNDING \$:** 0.00

**TOTAL PROJECT DOLLARS:** 78,408,031

**NAME OF PROJECT**  
Liberty & Elm Development

**COMMENTS:**

As described, no direct public funds will be used on the project. Therefore, neither State nor Federal prevailing wage will apply.

Further, local prevailing wage does not apply as the project does not meet the definition of a "Development Agreement" under CMC 321-1-D2(b)(1).

Note: Any changes to the scope, funding or developer on the project, or the failure of the project to start within 90 days of the determination will require revisions to this wage determination.

**TYPE OF WORK**

1. Building	X	2. Heavy	
3. Highway		4. Residential	X
5. Demolition	X		
6. Other			

**PROJECT LOCATION**

The project site consists of 1617 Elm Street, located at the northwest corner of Liberty Street and Elm Street, and 1621 Logan Street, which sits between Logan Street and Central Parkway. The existing building at 1621 Logan Street will be demolished. Two new buildings are proposed on the project site. Once complete, the two buildings will consist of approximately 278 residential units, a 197 space parking garage and 11,000 square feet of commercial space.

**PROJECT FUNDING SOURCE**

No direct funding is being awarded. City incentive is a 5709.41 TIF for a term of 30 years.

**PROJECT SCOPE OF WORK AND BUDGET**

OTR Partner Projects, LLC proposes the development of approximately 278 market-rate residential apartment units, covered parking with one hundred and ninety-seven (197) parking spaces, and eleven thousand (11,000), square feet of commercial space. The project will cost an estimated \$78,408,031.

DEI 217 Form  
REV: 6/12/2017

# City of Cincinnati



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

Phone (513) 352-5205

Email Jan-Michele.Kearney@  
cincinnati-oh.gov

Web www.cincinnati-oh.gov

202100232

**Jan-Michele Lemon Kearney**  
*Councilmember*

## MOTION

WE MOVE for the Department of City Planning to work with the Clifton, CUF and Corryville neighborhoods to update all official overlay district maps to reflect accurate neighborhood boundaries.

Councilmember Greg Landsman

Councilmember Jan-Michele Lemon Kearney





**Greg Landsman**  
*Councilmember*

January 25 2021

**Establishing a Minority Real Estate Development Program**  
***MOTION***

**WE MOVE** that the Administration draft legislation establishing a Minority Real Estate Development Capacity Building Program to support the mentorship of minority real estate development professionals. This program should lift up and provide additional opportunities for minority developers, especially Black real estate professionals who have the potential to be leaders of new minority-led commercial development firms. This is part of the City's larger "Balanced Development" efforts to ensure real inclusion of development efforts in Cincinnati.

The proposed program, requiring ~\$150,000 in funding, would extend opportunities for minority developers to actively participate in and shape an inclusive growth strategy for the City—one that integrates the new Balanced Development Scorecard proposed by my office.

The program would draw from similar successful efforts in Detroit, wherein they created an "Equitable Development Initiative." Our efforts should build on best practice efforts such as this one, as well as others around the Country (spelled out in the Administration's 2020 Balanced Development Report to Council).

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Councilmember Greg Landsman



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**Greg Landsman**  
*Councilmember*

January 25 2021

**Parking and Density Policy Changes to Support Affordable Housing**  
***MOTION***

Similar to actions taken in Memphis and Minneapolis, according to the City's 2020 Balanced Development Report, **WE MOVE** that the City pursue zoning changes to allow for per-property waivers on parking minimums and density requirements for affordable housing projects.

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Councilmember Greg Landsman

# City of Cincinnati

## Council



Melissa Autry, CMC  
Clerk of Council

202100478

Office of the Clerk

January 29, 2021

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

### MOTION

**WE MOVE** that the City Administration produce a report on affordable housing within the City of Cincinnati that includes, but is not limited to:

- Identification of building inventory currently in the Port Authority's Land Bank which may be suited for affordable housing
- Methods for inclusion/equity in the transfer of property from the Land Bank to any individual or developer
- Accounting of all current funds in the Affordable Housing Trust and identification of potential sources of additional funds

**WE FURTHER MOVE** that a subcommittee of Economic Growth and Zoning be established to address matters related to affordable housing in the City of Cincinnati.

Vice Mayor Christopher Smitherman

Councilmember Steven Goodin

HP

1/29/21

8TH-001019