City of Cincinnati

801 Plum Street
Cincinnati, Ohio 45202

CALENDAR

Cincinnati City Council

Wednesday, June 9, 2021 | **2:00 PM** | **Council Chambers, Room 300**

ROLL CALL

PRAYER AND PLEDGE OF ALLEGIANCE

FILING OF JOURNAL

MR. GOODIN

1. 202102138 **RESOLUTION**, submitted by Councilmember Goodin from Andrew W. Garth, City Solicitor, **URGING** the Ohio Senate to remove or otherwise defect the amendment in the budget bill that retroactively mandates municipalities comply with refund requests from employees who did not work at their principal place of employment between March 9, 2020 and December 31, 2021.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: Goodin

2. 202102165 **MOTION**, dated 6/7/2021, submitted by Councilmember Goodin, **WE MOVE** that the City set aside funds in the Fiscal Year 2021 budget to repair and/or upgrade the following the city roadways, including the provision of traffic calming devices and better grading to prevent accidents: Warsaw Avenue (Kroger crosswalk), Rockdale Avenue (Rockdale Academy), Harrison Avenue (2200 block), Hamilton Avenue (Hamilton & Lingo), Virginia Avenue & Kirby Avenue, and Route 50/River Road (Sayler Park). (STATEMENT ATTACHED)

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: Goodin

MR. GOODIN

MS. KEARNEY

3. 202102140 **MOTION**, submitted by Councilmembers Goodin and Kearney, **WE MOVE** that City include a capital request of $250,000 in the FY 2022-2023 biennial budget to Women Helping Women to support their Domestic Violence Enhancement Response Team (DVERT) program.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: Goodin and Kearney

MS. KEARNEY

MR. GOODIN

MR. SMITHERMAN

4. 202102110 **MOTION**, submitted by Councilmembers Kearney, Goodin and Vice Mayor Smitherman, **WE MOVE** that Cincinnati City Council allocate $500,000 from the Capital budget to The Playhouse in the Park to assist with the $49.5 million project to replace the aging Marx Theatre with a modern, inclusive facility that will welcome our diverse citizens to Eden Park and the Mount Adams neighborhood. This new facility will ensure that future generations of Cincinnatians will enjoy the same level of artistry that they have come to expect from the Playhouse, as this important Cincinnati institution reaches out to new audiences and communities. (STATEMENT ATTACHED).

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: Kearney, Goodin and Smitherman

MS. KEATING

MS. KEARNEY

5. 202102164 **MOTION**, submitted by Councilmember Keating and Kearney, **WE MOVE** that the city includes a capital request of $2,250,000 for the Boys and Girls Club in the Villages at Roll Hill. (STATEMENT ATTACHED).

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: Keating and Kearney

MS. KEATING

MR. GOODIN

6. 202102163 **MOTION**, submitted by Councilmembers Keating and Goodin, **WE MOVE** that city includes a capital request of $4,000,000 for the extension of the Mill Creek Trail and the Ohio River Trail from Lunken Airport to Friendship Park along the Oasis Rail Corridor. This request would be split into $2,000,000 in FY 2022, and $2,000,000 in FY 2023. The Ohio River trail would receive $1,500,000 each year, totaling $3,000,000, while the Mill Creek Trail would receive $500,000 each year, totaling $1,000,000. (STATEMENT ATTACHED)

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: Keating and Goodin

MR. SEELBACH

7. 202102144 **RESOLUTION**, submitted by Councilmember Seelbach from Andrew Garth, City Solicitor, **RECOGNIZING** and honoring Anthony Cody for their advocacy on behalf of the lesbian, gay, bisexual, and transgender (“LGBTQ+”) community in Cincinnati and elsewhere.

Recommendation PASS

Sponsors: Seelbach

CITY MANAGER

8. 202102040 **REPORT**, dated 6/9/2021 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 FUSABOWL & LOUIS CAJUN SEAFOOD, 5785 Glenway Avenue, Cincinnati, Ohio 45238. (#2970805, D3, NEW) [Objections: NONE]

Recommendation FILE

Sponsors: City Manager

9. 202102041 **REPORT,** dated 6/9/2021 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 HRT FOODMART LLC, DBA READING ROAD FOODMART LLC, 7539 Reading Road & Gas Pump, Cincinnati, Ohio 45237. (#4044515, C1, C2, D6, TRANSFER) [Objections: NONE]

Recommendation FILE

Sponsors: City Manager

10. 202102042 **REPORT**, dated 6/9/2021 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 NEPHEWS LLC, 7532 Reading Road, Cincinnati, Ohio 45237. (#6353350, D3A, NEW) [Objections: YES]

Recommendation FILE

Sponsors: City Manager

11. 202102064 **REPORT**, dated 6/9/2021, submitted by Paula Boggs Muething, City Manager, regarding HOCC Academy as part of the Community Police Partnering Center. (See Doc. #202100867)

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

12. 202102065 **REPORT**, dated 6/9/2021, submitted by Paula Boggs Muething, City Manager, regarding additional crews and funding for Public Services. (See Doc. #202101104)

Recommendation LAW AND PUBLIC SAFETY COMMITTEE

Sponsors: City Manager

13. 202102097 **REPORT**, dated 6/9/2021 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 ROSIES BY CROWN LLC, DBA ROSIES COCKTAILS & PIES, 300 E. 7th Street, Cincinnati, Ohio 45202. (#7530900, D5J, TRANSFER) [Objections: NONE]

Recommendation FILE

Sponsors: City Manager

14. 202102103 **REPORT,** dated 6/9/2021, submitted by Paula Boggs Muething, City Manager, regarding Special Event Permit Application for SLICE NIGHT 2021.

Recommendation FILE

Sponsors: City Manager

15. 202102111 **REPORT**, dated 6/9/2021 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 MIDNIGHT OIL COMPANY LLC, 1538 Race Street, Cincinnati, Ohio 45202. (#59275440005, D5, NEW) [Objections: NONE]

Recommendation FILE

Sponsors: City Manager

16. 202102112 **REPORT**, dated 6/9/2021 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 MODESTO LLC, 26 W. Court Street, Cincinnati, Ohio 45202. (#6077652, D5J, NEW) [Objections: NONE]

Recommendation FILE

Sponsors: City Manager

17. 202102113 **REPORT,** dated 6/9/2021 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 IMPROV CINCINNATI LLC, 404 Ludlow Avenue, Cincinnati, Ohio 45220. (#4129455, D5J, NEW) [Objections: YES]

Recommendation FILE

Sponsors: City Manager

18. 202102114 **REPORT**, dated 6/9/2021 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 SHENEG LLC, 819 - 23 Main Street, Cincinnati, Ohio 45202. (#73920460001, C1, C2, TRANSFER) [Objections: YES]

Recommendation FILE

Sponsors: City Manager

19. 202102117 **REPORT**, dated 6/16/2021 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 B&B RESTAURANT GROUP LLC, 56 W. Freedom Way, Cincinnati, Ohio 45202. (#0434756, D5J, NEW) [Objections: NONE]

Recommendation FILE

Sponsors: City Manager

20. 202102118 **REPORT**, dated 6/16/2021 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 PAVANNEX INC, 949 - 51 Pavilion Street, Cincinnati, Ohio 45202. (#7216741, D5, D6, TRANSFER) [Objections: YES]

Recommendation FILE

Sponsors: City Manager

21. 202102132 **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 6/9/2021, **REPEALING AND REORDAINING** the provisions of Chapter 401, “Water Works,” Section 401-76, “Service Charges,” Section 401-77, “Water Commodity Charges,” Section 401-78, “Charges for Fire Protection Services,” Section 401-81, “Charges to Political Subdivisions,” and Section 401-89, “Direct Fire Protection Charges” of the Cincinnati Municipal Code for the

purpose of revising the rates for water and related services furnished by the Greater Cincinnati Water Works, consistent with annual water rate increase of 3.75% in 2022 and 5.55% in each of 2023 through 2026.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

22. 202102133 **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 6/9/2021, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in an amount up to $165,000 from the State of Ohio Department of Public Safety, Office of Criminal Justice Services, to fund a Traffic Safety Resource Prosecutor assigned to the Ohio Department of Public Safety, which position will provide training, education, and technical support to traffic crimes prosecutors and law enforcement agencies throughout the State of Ohio, and work to develop a coordinated statewide, multidisciplinary planned approach to the prosecution of impaired driving and other traffic crimes in Ohio; and AUTHORIZING the Finance Director to deposit the grant funds received by the City of Cincinnati into Law Enforcement Grant Fund 368, Project Account No. 22TSRP.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

23. 202102134 **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 6/9/2021, **ESTABLISHING** new capital improvement program project account no. 980x203x212004, "Inwood Park Playground Equipment," for the purpose of providing resources for playground equipment at Inwood Park; and AUTHORIZING the City Manager to transfer and appropriate the amount of $142,438.85 from Fund No. 430, "Parks Private Endowments," to newly established capital improvement program project account no. 980x203x212004, "Inwood Park Playground Equipment," for the purpose of providing playground equipment at Inwood Park.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

24. 202102135 **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 6/9/2021, **AUTHORIZING** the existing building located at 2215 Fulton Avenue in the Walnut Hills neighborhood to be renovated and used as an office NOTWITHSTANDING the provisions of Section 1405-05, “Land Use Regulations,” of Chapter 1405, “Residential Multi-Family,” and Section 1425-19-A, “Off-Street Parking and Loading Requirements,” of Chapter 1425, “Parking and Loading Regulations,” of the Cincinnati Zoning Code and any other applicable provisions of the Cincinnati Zoning Code and the Cincinnati Municipal Code.

Recommendation ECONOMIC GROWTH & ZONING COMMITTEE

Sponsors: City Manager

25. 202102136 **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 6/9/2021, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to $13,597,701.60 from the Department of Homeland Security, Federal Emergency Management Agency, FY 2020

Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program (Assistance Listing 97.083) to fully fund the salary and benefits of up to 40 recruits for the Cincinnati Fire Department for three years; further AUTHORIZING the Finance Director to receive and deposit the grant funds into Fire Grants Fund 472.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

26. 202102137 **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 6/9/2021, **PROVIDING** for the appropriation of funds and authorization of expenditures from the General Fund 050 in the amount of $325,000 as leveraged support for the African American Chamber of Commerce for the fiscal year beginning July 1, 2021, and ending June 30, 2022, reflecting a portion of the Recommended FY 2022 General Fund Operating Budget totaling $441,113,700, per the attached Schedule of Appropriation, in order to provide for the current expenses and other expenses of the City of Cincinnati.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

27. 202102143 **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 6/9/2021, **AUTHORIZING** the transfer of the sum of $230,010 within General Fund 050, from and to various operating accounts of the General Fund according to the attached Schedule of Transfer, for the purpose of realigning and providing funds for the ongoing needs of City departments; and AUTHORIZING the transfer of the sum of $226,386 within the various Restricted Funds, from and to various operating accounts and the unappropriated surplus of the respective Restricted Funds according to the attached Schedule of Transfer, for the purpose of realigning and providing funds for the ongoing needs of City departments.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

28. 202102146 **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 6/9/2021, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in an amount of $3,000 from Interact for Health for the purpose of providing support for printing and mailing of educational materials related to COVID-19 vaccinations and addressing vaccine disparities in vulnerable Cincinnati communities; and AUTHORIZING the Finance Director to deposit the grant funds into Public Health Research Fund 350.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

29. 202102147 **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 6/9/2021, **APPROVING** a $5,035,472 operations and maintenance budget for the Cincinnati Bell Connector for fiscal year 2022; AUTHORIZING the appropriation of $5,035,472 from Fund 455, “Streetcar Operations,” for the Cincinnati Bell Connector requirements including, for fiscal year 2022, the City of Cincinnati’s direct contribution toward the Cincinnati Bell Connector’s operating shortfall.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

30. 202102148 **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 6/9/2021, **AUTHORIZING** the payment of $14,281.40 from the Office of Environment and Sustainability's General Fund non-personnel operating budget account no. 050x104x5000x7289 as a moral obligation to Cascade Engineering for charges owed for recycling cart maintenance services provided in August 2019.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

31. 202102149 **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 6/9/2021, **ESTABLISHING** Urban Parking Overlay District #2, "Camp Washington," in the Camp Washington neighborhood as an urban parking overlay district to lift minimum off-street parking requirements in the area.

Recommendation ECONOMIC GROWTH & ZONING COMMITTEE

Sponsors: City Manager

32. 202102150 **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 6/9/2021, **ESTABLISHING** the classification and salary range schedule for the new employment classification of Director of Procurement; and ENACTING Section 993 of Division 5, Chapter 307 of the Cincinnati Municipal Code, in order to establish a new salary schedule and classification title for the new classification consistent with the organizational changes described herein.

Recommendation MAJOR PROJECTS & SMART GOVERNMENT COMMITTEE

Sponsors: City Manager

33. 202102151 **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 6/9/2021, **PROVIDING** for the appropriation for the current expenses and other expenditures of the Restricted Revenue Funds of the City of Cincinnati in the total amount of $497,788,710, specifically from the Water Works Fund; the Parking System Facilities Fund; the Convention Center Fund; the General Aviation Fund; the Municipal Golf Fund; the Stormwater Management Fund; the Bond Retirement Fund; the Street Construction, Maintenance and Repair Fund; the Income Tax-Infrastructure Fund; the Parking Meter Fund; the Municipal Motor Vehicle License Tax Fund; the Sawyer Point Fund; the Recreation Special Activities Fund; the Cincinnati Riverfront Park Fund; the Hazard Abatement Fund; the Bond Hill Roselawn Stabilization & Revitalization Operations Fund; the 9-1-1 Cell Phone Fees Fund; the Safe and Clean Fund; the Community Health Center Activities Fund; the Cincinnati Health District Fund; the Cincinnati Area Geographic Information System (CAGIS) Fund; and the County Law Enforcement Applied Regionally (CLEAR) Fund for operating requirements, capital outlay, and debt service for the fiscal year beginning July 1, 2021 and ending June 30, 2022; AUTHORIZING the transfer of the sum of $13,190 from the unappropriated surplus of the Convention Center Fund to the unappropriated surplus of the Bond Retirement Fund for the purpose of paying the City's FY 2022 General Fund Debt Service obligations related to bonds issued to fund Public Building Improvement Bonds for the purpose of energy improvements; AUTHORIZING

the transfer of the sum of $900 from the unappropriated surplus of the General Aviation Fund to the unappropriated surplus of the Bond Retirement Fund for the purpose of paying the City's FY 2022 General Fund Debt Service obligations related to bonds issued to fund Public Building Improvement Bonds for the purpose of energy improvements; AUTHORIZING the transfer of the sum of $109,920 from the unappropriated surplus of the Street Construction, Maintenance and Repair Fund to the unappropriated surplus of the Bond Retirement Fund for the purpose of paying the City's FY 2022 General Fund Debt Service obligations related to bonds issued to fund Public Building Improvement Bonds for the purpose of energy improvements in the amount of $62,410 and the Early Retirement Incentive Program in the amount of $47,510; AUTHORIZING the transfer of the sum of $872,800 from the unappropriated surplus of the Income Tax-Infrastructure Fund to the unappropriated surplus of the Bond Retirement Fund for the purpose of paying the City's FY 2022 General Fund Debt Service obligations related to bonds issued to fund Public Building Improvement Bonds in the amount of $684,870 and the Early Retirement Incentive Program in the amount of $187,930; AUTHORIZING the transfer of the sum of $38,560 from the unappropriated surplus of the Municipal Motor Vehicle License Tax Fund to the unappropriated surplus of the Bond Retirement Fund for the purpose of paying the City's FY 2022 General Fund Debt Service obligations related to bonds issued to fund Public Building Improvement Bonds in the amount of $3,735 and the Early Retirement Incentive Program in the amount of $34,825; AUTHORIZING the transfer of the sum of $19,430 from the unappropriated surplus of the County Law Enforcement Applied Regionally (CLEAR) Fund to the unappropriated surplus of the Bond Retirement Fund for the purpose of paying the City's FY 2022 General Fund Debt Service obligations related to bonds issued to fund the Early Retirement Incentive Program; AUTHORIZING the transfer of the sum of $200,000 from the unappropriated surplus of General Aviation Fund 104 to reserve account no. 104x3444, "FAA/ODOT Local Match - Reserve for Capital Projects," for the purpose of holding resources needed to fulfill local match requirements for future capital improvements financed with FAA/ODOT Airport Grants awarded to Lunken Airport; and AUTHORIZING the transfer of the sum of $50,000 from the unappropriated surplus of the Parking System Facilities Fund to reserve account no. 102x3441, "U-Square Garage - Reserve for Capital Projects," the transfer of the sum of $20,000 from the unappropriated surplus of the Parking System Facilities Fund to reserve account no. 102x3442, "VP3 Garage - Reserve for Capital Projects," and the transfer of the sum of $20,000 from the unappropriated surplus of the Parking System Facilities Fund to reserve account no. 102x3443, "Hampton Inn Garage - Reserve for Capital Projects," for the purpose of making contractually obligated payments for repairs for each identified garage.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

34. 202102152 **ORDINANCE (EMERGENCY**) submitted by Paula Boggs Muething, City Manager, on 6/9/2021, **AUTHORIZING** the transfer and appropriation of the sum of $5,397,500 from various restricted and special revenue funds to various capital improvement project accounts in Capital Projects Fund 980 according to Schedule A attached hereto, and by this reference made a part hereof, for the purpose of continuing

and completing certain capital improvement projects listed in Schedule A; AUTHORIZING the transfer and appropriation of the sum of $30,000,000 from the unappropriated surplus of Water Works Fund 101 to Water Works Capital Improvement Fund 756, for the purpose of continuing funding for the current Capital Improvement Program, which includes new water mains, water main replacements, treatment plant improvements, system development, tanks, pumping stations, and private development; AUTHORIZING the use and expenditure of $67,000,000 for Greater Cincinnati Water Works Capital Improvements; AUTHORIZING the transfer and appropriation of the sum of $4,200,000 from the unappropriated surplus of Water Works Fund 101 to Private Lead Service Line Replacement Fund 312 for the purpose of private lead service line replacement; AUTHORIZING the City Manager to accept and appropriate resources in the amount of $123,500 from the Metropolitan Sewer District Fund to various capital improvement project accounts, including $47,000 to capital improvement program project account no. 980x091x220903, “Enterprise Networks Enhancements”; $48,000 to capital improvement program project account no. 980x091x220902, “Information and Cyber Security Enhancements”; and $28,500 to capital improvement program project account no. 980x091x220913, “Telephone System Upgrades”; and further DECLARING the capital improvement program project Strategic Housing Initiatives Program (SHIP) to be for a public purpose.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

35. 202102153 **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 6/9/2021, **MODIFYING** Title VII, “General Regulations,” of the Cincinnati Municipal Code by amending Section 723-16, “Sidewalk Vending,” of Chapter 723, “Streets and Sidewalks, Use Regulations,” to establish a new sidewalk vending district in proximity to TQL Stadium in the West neighborhood.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

36. 202102154 **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 6/9/2021, **APPROVING AND AUTHORIZING** the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with Moerlein Mansion, LLC, thereby authorizing a 12-year tax exemption for 100% of the value of improvements made to real property located at 18 Mulberry Street in the Mt. Auburn neighborhood of Cincinnati, in connection with the remodeling of the existing building into approximately 6,722 square feet of residential space consisting of 9 residential units, at a total construction cost of approximately $471,208.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

37. 202102156 **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 6/9/2021, **AUTHORIZING** the City Manager to vacate approximately 0.8573 acres of the public right-of-way designated as Gest Street; AUTHORIZING the City Manager to execute a *First Amendment to Amended and Restated Lease Agreement* with CBT Partners, LLC pursuant to which the City will add approximately 0.8573 acres of the vacated portion of Gest Street and approximately 0.6112 acres of public right-of-way designated as Baymiller Street to an existing lease of approximately 35 acres of City-owned land located south of West Mehring Way and east of the Mill Creek in the Queensgate neighborhood; and AUTHORIZING the City Manager to execute a *Grant of Easement* in favor of CBT Partners, LLC and Mehring Investors, LLC, pursuant to which the City will grant an aerial encroachment easement to permit an aerial conveyor above and across the West Mehring Way public right-of-way, in order to facilitate the redevelopment and safe and efficient use of the City's leased property by CBT Partners, LLC.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

38. 202102157 **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 6/9/2021, **AMENDING** Ordinance No. 6-2020 to increase the amount of principal forgiveness assistance the City Manager or her designee is authorized to apply for, accept and appropriate from the Ohio Environmental Protection Agency Water Supply Revolving Loan Account from the previously authorized amount of $1,000,000 to the approximate amount of $2,000,000.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

39. 202102158 **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 6/9/2021, **PROVIDING** for the appropriation of funds and authorization of expenditures from General Fund 050 in the amount of $440,788,700 for the fiscal year beginning July 1, 2021 and ending June 30, 2022, reflecting a portion of the Recommended FY 2022 General Fund Operating Budget totaling $441,113,700, per the attached Schedule of Appropriation, in order to provide for the current expenses and other expenses of the City of Cincinnati; AUTHORIZING the transfer of the sum of $3,466,118 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Bond Retirement Fund 151 for the purpose of paying the City's FY 2022 General Fund debt service obligations related to the Ohio Police and Fire Pension Fund in the amount of $2,526,858 and the Early Retirement Incentive Program (ERIP) in the amount of $939,260; AUTHORIZING the transfer of the sum of $16,568,110 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Cincinnati Health District Fund 416 for the purpose of providing for the FY 2022 General Fund Operating Budget portion of the expenses of the Cincinnati Health Department; AUTHORIZING the transfer and appropriation of the sum of $150,000 from the unappropriated surplus of General Fund 050 to the Citizens Jobs Fund 308 Department of Recreation personnel operating budget account no. 308x199x7100 for the purpose of providing funding for youth employment opportunities; APPROVING the recommendation of the Mayor for an increase in the compensation of City Manager Paula Boggs Muething effective June 27, 2021;

REVISING the Classification and Salary Range Schedule for all employment classifications in Divisions 0, 5, 7 (LAW), 8, and 9 of Chapter 307 of the Cincinnati Municipal Code to establish the new Classification and Salary Range Schedule for said classifications and to provide for a cost-of-living adjustment of 2.0% effective June 27, 2021; and further ESTABLISHING the annual inflationary amount applied to the fees charged for services related to permitting and property maintenance by the Department of Buildings and Inspections at 1.23% and instituting a new 1.0% training surcharge.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

40. 202102175 **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 6/9/2021, **APPROVING AND ADOPTING** a Capital Improvement Program and Budget for Fiscal Year 2022, transferring and appropriating taxes and other revenue and existing funds for the purpose of carrying out certain parts of the Capital Improvement Program, and providing for the transfer and appropriation of notes to be issued and to be repaid from the lease proceeds of the Cincinnati Southern Railway to other parts of said Capital Improvement Program; AUTHORIZING the transfer and return to source Funds 757, 758, and 762 the sum of $4,000,000 from various existing General Capital Budget capital improvement program project accounts in accordance with the attached Schedule of Transfer; AUTHORIZING the transfer and appropriation of the sum of $1,500,000 to various existing General Capital Budget capital improvement program project accounts in accordance with the attached Schedule of Transfer; AUTHORIZING the transfer and appropriation of the sum of $2,500,000, to be raised by the issuance of bonds by the City of Cincinnati, to various existing General Capital Budget capital improvement program project accounts in accordance with the attached Schedule of Transfer; Authorizing the transfer and appropriation of resources from various existing funds to various project accounts; and further DECLARING certain projects to be for a public purpose, all for the purpose of carrying out the Capital Improvement Program.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

BUDGET AND FINANCE COMMITTEE

41. 202102069 **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 6/3/2021, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in an amount not to exceed $34,560 from the Murray & Agnes Seasongood Good Government Foundation for the purpose of administering an Internship Program; and AUTHORIZING the Finance Director to deposit the grant funds into Citizens Summer Jobs Fund 308.

Recommendation PASS EMERGENCY

Sponsors: City Manager

42. 202102077 **ORDINANCE (EMERGENCY),** submitted by Councilmember Landsman, **AUTHORIZING** the City Manager to accept in-kind donation of a Juneteenth flag in order to fly it from the flagpole at City Hall during the month of June as a recognition of Juneteenth as National Freedom Day.

Recommendation PASS EMERGENCY

Sponsors: Landsman

43. 202102080 **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 6/3/2021, **AUTHORIZING** the establishment of new capital improvement program project account no. 980x162x211629, "Blair Lofts I Residential Development - TIF," for the purpose of providing resources for Phase I of the Blair Lofts residential development for the creation of affordable housing in the Avondale neighborhood; AUTHORIZING the transfer and appropriation of $300,000 from the unappropriated surplus of the Avondale Equivalent Fund 468 to the newly established capital improvement program project account no. 980x162x211629, "Blair Lofts I Residential Development - TIF," to provide resources for acquisition and development costs associated with Phase I of the Blair Lofts residential development in the Avondale neighborhood; and further DECLARING that expenditures from capital improvement program project account no. 980x162x211629, "Blair Lofts I Residential Development - TIF," will serve a public purpose because the project will provide affordable housing to the Avondale neighborhood.

Recommendation

PASS EMERGENCY

Sponsors: City Manager

44. 202102081 **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 6/3/2021, **AUTHORIZING** the transfer of $150,000 from the General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Related Events, Other Emergency and One-Time Needs," to the unappropriated surplus of General Fund 050; AUTHORIZING the transfer and appropriation of $150,000 from the unappropriated surplus of General Fund 050 to City Manager's Office non-personnel operating budget account no. 050x101x7200 for the purpose of providing funds for an audit of City Council ordinances that passed related to economic development deals between January 1, 2018 and December 31, 2020.

Recommendation PASS EMERGENCY

Sponsors: City Manager

45. 202102082 **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 6/3/2021, **AUTHORIZING** the City Manager to apply for, accept, and appropriate grant resources in an amount up to $125,000 from the U.S. Department of Justice, Office of Community Oriented Policing Services, FY21 Law Enforcement Mental Health and Wellness Act Grant Program (CFDA #16.710), for the purpose of providing assistance with expansion of the Cincinnati Police Department's current law enforcement mental health and wellness efforts; and AUTHORIZING the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 21LEMH.

Recommendation PASS

Sponsors: City Manager

46. 202102087 **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 6/3/2021, **APPROVING AND AUTHORIZING** the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with LPH Thrives, LLC, an affiliate of Over-the-Rhine Community Housing, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 2113-2117 W. 8th Street, 2122 St. Michael Street, 2130 St. Michael Street, 2131 St. Michael Street, and 642-646 Neave Street in the Lower Price Hill neighborhood of Cincinnati, in connection with the remodeling of ten existing buildings and construction of one new building on the property to create approximately 1,789 square feet of commercial space and approximately 67,505 square feet of residential space, consisting of 47 rental units, with the construction of the new building to be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total construction cost of approximately $9,415,634.

Recommendation PASS EMERGENCY

Sponsors: City Manager

47. 202102088 **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 6/3/2021, **Establishing** fund no. 335, “Schmidlapp Endowments,” for the purpose of receiving interest from Schmidlapp Trust Fund 708 to stage music events in parks.

Recommendation PASS EMERGENCY

Sponsors: City Manager

48. 202102089 **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 6/3/2021, **APPROVING AND AUTHORIZING** the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with 1410 Vine LLC, an affiliate of 3CDC, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 1410 Vine Street in the Over-The-Rhine neighborhood of Cincinnati, in connection with the remodeling of an existing building into approximately 6,572 square feet of commercial space, which remodeling shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total remodeling cost of approximately $3,630,000.

Recommendation PASS EMERGENCY

Sponsors: City Manager

49. 202102091 **ORDINANCE (EMERGENCY**) submitted by Paula Boggs Muething, City Manager, on 6/3/2021, **AUTHORIZING** the City Manager to apply for grants awarded by the Southwest Ohio Regional Transit Authority Transit Infrastructure Fund for the purpose of ensuring the timely completion of

various road and bridge construction projects throughout the City.

Recommendation PASS EMERGENCY

Sponsors: City Manager

50. 202102092 **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 6/3/2021, **APPROVING AND AUTHORIZING** the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with 60 East LLC, thereby authorizing a 12-year tax exemption for 100% of the value of improvements made to real property located at 60 E. McMicken Avenue in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of the existing buildings into approximately 5,220 square feet of residential space, consisting of 5 two-bedroom residential units, and 1,800 square feet of commercial space, at a total construction cost of approximately $1,178,160.

Recommendation PASS EMERGENCY

Sponsors: City Manager

51. 202102093 **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 6/3/2021, **APPROVING AND AUTHORIZING** the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with Broadway Square IV, LLC, an affiliate of The Model Group, Inc., and the Port of Greater Cincinnati Development Authority, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 418-424 E. 12th Street, 555 E. 13th Street, and 1409 Main Street in the Over-the-Rhine neighborhood of Cincinnati, connection with the remodeling of the existing buildings into approximately 4,272 square feet of commercial retail and office space and approximately 15,539 square feet of residential space consisting of 31 residential units, at a total construction cost of approximately $5,178,022.

Recommendation PASS EMERGENCY

Sponsors: City Manager

52. 202102094 **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 6/3/2021, **APPROVING AND AUTHORIZING** the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with 1623 Pleasant Street, LLC, thereby authorizing an 8-year tax exemption for 100% of the value of improvements made to real property located at 1623 Pleasant Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of the existing building to create approximately 3,530 square feet of residential space consisting of 8 residential units, at a total construction cost of approximately $602,544.

Recommendation PASS EMERGENCY

Sponsors: City Manager

53. 202102095 **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 6/3/2021, **APPROVING AND AUTHORIZING** the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with Blair Lofts I, LTD. and the Port of Greater Cincinnati Development Authority thereby authorizing a 15-year tax exemption

for 100% of the value of improvements made to real property located at 3401 Reading Road and 609 Maple Avenue in the Avondale neighborhood of Cincinnati, in connection with the construction of a new building comprised of approximately 71,057 square feet of residential space, consisting of 64 rental units, which construction shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total construction cost of approximately $10,022,542.

Recommendation PASS EMERGENCY

Sponsors: City Manager

NEIGHBORHOODS COMMITTEE

54. 202102078 **MOTION**, submitted by Councilmember Goodin, **WE MOVE** the section of Ezzard Charles Drive between Central Parkway and Central Avenue shall hereby receive the honorary, secondary name of “Police Memorial Way.”

Recommendation ADOPT

Sponsors: Goodin

55. 202102079 **MOTION**, submitted by Councilmembers Sundermann and Goodin, **WE MOVE** that the City prepare an ordinance to designate as a secondary honorary name for the one-block portion of Ezzard Charles Drive in front of the Cincinnati Police Memorial between Central Avenue and West Central Parkway as “Police Memorial Drive.” (STATEMENT ATTACHED)

Recommendation ADOPT

Sponsors: Sundermann and Goodin

SUPPLEMENTAL ITEMS

ECONOMIC GROWTH & ZONING COMMITTEE

56. 202102060 **MOTION**, submitted by Councilmembers Mann, Kearney, Seelbach and Sundermann, The recent neighborhood boundaries discussion involving Clifton, CUF and Corryville underscores the necessity to review how the City notified neighborhoods for issues happening in adjacent communities. **I MOVE** that the City Administration, in collaboration with Invest in Neighborhoods and Community Councils leadership, come up with a set of new recommendations to codify how the City engages citizens on issues of development that affect their neighborhoods.

Recommendation ADOPT

Sponsors: Mann, Kearney, Seelbach and Sundermann

MAJOR PROJECTS & SMART GOVERNMENT COMMITTEE

57. 202102024 **RESOLUTION** submitted by Paula Boggs Muething, City Manager, on 5/26/2021, **EXPRESSING** the support of the Mayor and City Council to designate certain bike routes crossing the City as U.S. Bicycle Routes, per the recommendation of the American Association of State Highway and

Transportation Officials, the Ohio Department of Transportation, and the City's Department of Transportation and Engineering.

Recommendation PASS

Sponsors: City Manager

58. 202102025 **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 5/26/2021, **ESTABLISHING** the classification and salary range schedule for the new employment classification of Maintenance Planner/Scheduler; and ENACTING Section 292 of Division 1, Chapter 307 of the Cincinnati Municipal Code, in order to establish a new salary schedule and classification title for the new classification consistent with the organizational changes described herein.

Recommendation PASS EMERGENCY

Sponsors: City Manager

59. 202102083 **MOTION**, submitted by Councilmember Kearney, **WE MOVE** that the City of Cincinnati Administration provide a report on existing notice resources and practices for zoning changes, building issues, developments, notwithstanding ordinances, liquor licenses, and any other matter requiring notice to community councils, property owners and residents. **WE FURTHER MOVE** to request information on options for providing notice to residents in addition to the neighborhood community councils and property owners.

Recommendation ADOPT

Sponsors: Kearney

60. 202102090 **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 6/3/2021, **TO APPROPRIATE** to public use property required for the construction of a retaining wall, tiebacks, and drainage system as part of the Riverside Drive Hillside Stabilization Project.

Recommendation PASS EMERGENCY

Sponsors: City Manager

61. 202102101 **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 6/3/2021, **MODIFYING** the provisions of Title V, "Traffic Code," of the Cincinnati Municipal Code by AMENDING Section 501-1-E3, "e-Scooter," of Chapter 501, "Definitions," Section 506-4, "Operation of Bicycle, Motorized Bicycles, e-Scooters, and Motorcycles," of Chapter 506, "Operation and Right of Way," and Section 505-13, "Protective Equipment," of Chapter 505, "Loads and Passengers," and by ORDAINING new Section 501-1-L2, "Low Speed Micromobility Device," of Chapter 501, "Definitions," for the purpose of modifying regulations governing the operation of e-scooters on City sidewalks, rights-of-way, and streets.

Recommendation PASS EMERGENCY

Sponsors: City Manager

ANNOUNCEMENTS

Adjournment

city of
CINCINNATI
Interdepartmental Correspondence Sheet

Date: June 4, 2021

To: Councilmember Steven Goodin

From: Andrew W. Garth, City Solicitor

Subject: **Resolution – Opposing Income Tax Refund Mandate**

Transmitted herewith is a resolution captioned as follows:

> **URGING** the Ohio Senate to remove or otherwise defeat the amendment in the budget bill that retroactively mandates municipalities comply with refund requests from employees who did not work at their principal place of employment between March 9, 2020 and December 31, 2021.

AWG/CMZ/(lnk)
Attachment
340589

CMZ

RESOLUTION NO. _____ - 2021

URGING the Ohio Senate to remove or otherwise defeat the amendment in the budget bill that retroactively mandates municipalities comply with refund requests from employees who did not work at their principal place of employment between March 9, 2020 and December 31, 2021.

WHEREAS, on March 9, 2020, the Ohio Senate adopted a provision to the two-year spending bill that temporarily froze the municipal income tax withholding procedures for non-resident workers until December 30, 2021; and

WHEREAS, on June 2, 2021, the Ohio Senate Finance Committee released its proposed changes to the $75 billion state operating budget bill, adding language which would retroactively mandate municipalities to pay refund requests made by employees who, if not for the pandemic, would be working at their principal place of employment; and

WHEREAS, municipalities across the state are horrified and expressed their opposition to this approach as the legislation will have potentially devastating consequences to the ability of Ohio cities and villages to function; and

WHEREAS, the passage of this provision would have a devastating and immediate impact upon the City of Cincinnati budget; now, therefore,

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

Section 1. That the Mayor and this Council hereby call upon the Ohio Senate Finance Committee to remove this amendment in the temporary application of the municipal income tax withholding procedure as it will have devastating consequences to Ohio's cities and villages.

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

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

Submitted by Councilmember Goodin

City of Cincinnati

801 Plum Street, Suite 354
Cincinnati, Ohio 45202

Phone (513) 352 5243
Email steven.goodin@cincinnati-oh.gov
Web www.cincinnati-oh.gov

202102165

Steven P. Goodin
Councilmember

June 7, 2021

MOTION

WE MOVE that the City set aside funds in the Fiscal Year 2021 budget to repair and/or upgrade the following the city roadways, including the provision of traffic calming devices and better grading to prevent accidents:

- Warsaw Avenue (Kroger crosswalk)
- Rockdale Avenue (Rockdale Academy)
- Harrison Avenue (2200 block)
- Hamilton Avenue (Hamilton & Lingo)
- Virginia Avenue & Kirby Avenue
- Route 50/River Road (Sayler Park)

Councilmember Steven Goodin

STATEMENT

Council offices constantly receive inquiries from constituents regarding incidents that frequently occur on streets with inadequate public safety structures. Select roads (listed above) experience high volumes of traffic incidents due to speeding violations. The Department of Transportation Engineering supports issues of this nature through their Neighborhood Street Calming and Vision Zero Program if such streets meet the program's criteria. Other roadways, such as Route 50/River Road in Sayler Park, need significant maintenance repairs of road grading that stress daily commuter vehicles and cannot be supported under the street calming programs. Given the high level of concern, we ask that the listed streets are prioritized in the City's budget to be funded for appropriate repairs and/or upgrades.

City of Cincinnati

801 Plum Street, Suite 354
Cincinnati, Ohio 45202

Phone (513) 352-5243
Email steven.goodin@cincinnati-oh.gov
Web www.cincinnati-oh.gov

Steven P. Goodin
Councilmember

June 4, 2021

MOTION

WE MOVE the City include a capital request of $250,000 in the FY 2022-2023 biennial budget to Women Helping Women to support their Domestic Violence Enhancement Response Team (DVERT) program.

Councilmember Steven Goodin

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

202102110

Jan-Michele Lemon Kearney
Councilmember

June 2, 2021

MOTION

WE MOVE that Cincinnati City Council allocate $500,000 from the Capital budget to The Playhouse in the Park to assist with the $49.5 million project to replace the aging Marx Theatre with a modern, inclusive facility that will welcome our diverse citizens to Eden Park and the Mount Adams neighborhood. This new facility will ensure that future generations of Cincinnatians will enjoy the same level of artistry that they have come to expect from the Playhouse, as this important Cincinnati institution reaches out to new audiences and communities.

Jan-Michele Lemon Kearney

STATEMENT

The Playhouse is a city-owned facility. Playhouse maintains it, and pays the city $85,500 per year in rent. Moreover, the Playhouse is a vital economic driver of the Mount Adams business district and crucial to the fabric of its unique residential neighborhood.

The one-time investment of $500,000 from the City of Cincinnati adds to the $2.2 million from the State of Ohio that has been contributed as part of the past two capital budget cycles.

CAL → Budget & Finance
J-MLK

City of Cincinnati

801 Plum Street, Suite 346A
Cincinnati, Ohio 45202

Phone 513-352-5280
Email liz.keating@cincinnati-oh.gov
Web www.cincinnati-oh.gov

202102164

Liz Keating
Councilmember

Motion

WE MOVE that the city includes a capital request of $2,250,000 for the Boys and Girls Club in the Villages at Roll Hill.

Councilmember Liz Keating

Jan-Michele Lemon Kearney

Councilmember Jan-Michele Kearney

Statement

The Boys and Girls Club of Greater Cincinnati (BGCGC) works to enable young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens. The BGCGC operates in schools, at tutoring centers and within their youth and teen centers across the Greater Cincinnati Aera. BGCGC is seeking to build a new center, in the neighborhood of The Villages at Roll Hill. The only community center in The Villages at Roll Hill is too small to host any major programming and there is no center dedicated for teens or youth.

In 2018 Council previously set aside $750,000 for this project but the total cost is $3,000,000. The ask of $2,250,000 is a one-time capital ask to help them meet their needed $3,000,000 in order to fund the building of this center. The BGCGC will be responsible for the operations and programing of this facility.

BOYS & GIRLS CLUBS
OF GREATER CINCINNATI

GREAT FUTURES START HERE.

June 4, 2021

Dear Council,

The Boys & Girls Clubs of Greater Cincinnati (BGCGC) has long recognized the need for youth development programming at the Villages at Roll Hill. BGCGC has been committed to Roll Hill for over a decade, serving students at the elementary school, but the need in that community is greater than our current capacity allows. BGCGC desires to expand our efforts in that neighborhood, to serve more elementary school aged children and to add teens, ultimately deepening our impact by comprehensively serving youth ages 5-18.

To accomplish this, BGCGC needs to secure the funding to construct a new facility at Roll Hill. Once funding is secured to construct the facility, BGCGC is committed to continuing our long relationship with the Roll Hill community and operating a full-scale Boys & Girls Club program there.

While complete funding for the Roll Hill Boys & Girls Club project has not yet been acquired, BGCGC is hopeful that through City of Cincinnati funding and other targeted fundraising efforts a facility can be built. Once constructed, BGCGC has the resources and intent to operate a comprehensive Boys & Girls Club at the Villages at Roll Hill.

Sincerely,

William M. Bresser
Chief Operating Officer
Boys & Girls Clubs of Greater Cincinnati

600 Dalton Ave. Cincinnati, OH 45203 | P:513.421.8909 | F:513.421.8913 | www.bgcgc.org
A United Way Agency Partner

CAL
MM 6/7

City of Cincinnati

801 Plum Street, Suite 346A
Cincinnati, Ohio 45202

Phone (513) 352 5280
Email liz.keating@cincinnati-oh.gov
Web www.cincinnati-oh.gov

202102163

Liz Keating
Councilmember

Motion

WE MOVE that city includes a capital request of $4,000,000 for the extension of the Mill Creek Trail and the Ohio River Trail from Lunken Airport to Friendship Park along the Oasis Rail Corridor. This request would be split into $2,000,000 in FY 2022, and $2,000,000 in FY 2023. The Ohio River trail would receive $1,500,000 each year, totaling $3,000,000, while the Mill Creek Trail would receive $500,000 each year, totaling $1,000,000.

Councilmember Liz Keating

COMMITTEES
Member: Budget & Finance • Economic Growth & Zoning • Law & Public Safety

City of Cincinnati

801 Plum Street, Suite 346A
Cincinnati, Ohio 45202

Phone (513) 352-5280
Email liz.keating@cincinnati-oh.gov
Web www.cincinnati-oh.gov

Liz Keating
Councilmember

Statement

Access to trails is a talent attraction tool, a catalyst for economic development, and will drive tourism to our region. Importantly, access to trails is also critical to creating a more sustainable, equitable, and healthy transportation system. Building these trails will spur economic development opportunities, generate local tourism spending, and improve property values. This investment will also connect neighborhoods, enhance active transportation options, and improve public health.

Specifically, the Oasis trail is the most important connection in the Ohio to Erie trail connecting Cincinnati to Cleveland via trails. That tourism and day-traveler attraction is huge.

Funding CROWN - specifically the 4-mile gap in the Oasis trail and making a down payment on the Mill Creek Trail - ensures that the City is well positioned to complete the entire 34-mile trail loop that provides access to more than 50 communities. This will leverage $6M in private dollars and serve as a match for additional state and federal grants as well.

After over a decade of work, the City of Cincinnati, Great Parks of Hamilton County, Southwest Ohio Regional Transit Authority (SORTA), and Indiana and Ohio Railroad Company recently signed a term sheet to allow for the Ohio River Trail to be built in the Oasis rail corridor from Lunken Airport to Theodore M. Berry International Friendship Park.

The Ohio River Trail is a key corridor in the plan for the CROWN (Cincinnati Riding or Walking Network), which is a bold vision to create a 34-mile multi-use trail loop around Cincinnati. When complete, the CROWN will connect 356,000 residents in 54 communities within 1 mile of the trail. This gap in the Ohio River Trail is the last 4.5 miles needed to connect the 78-mile Little Miami Scenic Trail and 326-mile Ohio to Erie Trail to downtown Cincinnati.

COMMITTEES
Member: Budget & Finance • Economic Growth & Zoning • Law & Public Safety

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: June 3, 2021

To: Councilmember Chris Seelbach

From: Andrew Garth, City Solicitor

Subject: **Resolution – Pride Anthony Cody**

Transmitted herewith is a resolution captioned as follows:

> **RECOGNIZING** and honoring Anthony Cody for their advocacy on behalf of the lesbian, gay, bisexual, and transgender ("LGBTQ+") community in Cincinnati and elsewhere.

AWG/CFG/(lnk)
Attachment
340320

{00340521-1}

CFG BWG

RESOLUTION NO. _____ -2021

RECOGNIZING and honoring Anthony Cody for their advocacy on behalf of the lesbian, gay, bisexual, and transgender ("LGBTQ+") community in Cincinnati and elsewhere.

WHEREAS, June is LGBT Pride Month, which celebrates the lesbian, gay, bisexual, and transgender community and recognizes the impact LGBTQ+ individuals have had on the City of Cincinnati; and

WHEREAS, Anthony served as a Pediatric AIDS Buddy with the Gay Men's Health Crisis, beginning their journey toward civic engagement and fundraising efforts that have continued for over 25 years; and

WHEREAS, Anthony has tirelessly partnered for decades in promoting safe and affirming public spaces such as the Gay and Lesbian Community Center, the Gay Men's Health Crisis, and the Audre Lorde Project; and

WHEREAS, Anthony has directed, chaired and hosted fundraising events for the Gay Men's Health Crisis, the Imperial Court of New York City, PFLAG Cincinnati, AIDS Volunteers of Cincinnati, Pride Night at the Cincinnati Opera, AIDS Volunteers of Northern Kentucky, Planned Parenthood, Women Helping Women, the YWCA Breast Cancer Awareness Fund, Caracole, the Cincinnati Men's Chorus, the Martha Kidd Foundation, the Cincinnati Pride Foundation, the LGBT Resource Center at Kansas State University, Miami University's Center for Student Diversity & Inclusion, the Human Rights Campaign of Greater Cincinnati, the University of Cincinnati's LGBTQ Center, Toys for Tots, the Freestore FoodBank, Cincinnati Public Schools, the Cabaret Cares Holiday Project, the Trevor Project, the ISQCCBE, the Transgender Health Clinic at Cincinnati Children's Hospital, and many others; and

WHEREAS, Anthony has traveled the world representing Cincinnati as an alumnus of Season 5 of "RuPaul's Drag Race," championing social integrity, equality that embraces an individual's rights to their distinctness, and the march toward a more equitable system of justice; and

WHEREAS, Anthony was invited by the Cincinnati Enquirer to serve as a panelist with Jim Obergefell, civil rights activist and plaintiff in *Obergefell v. Hodges,* the U.S. Supreme Court decision legalizing same-sex marriage in the United States; and

WHEREAS, in the aftermath of *Obergefell,* Anthony became an ordained minister, and gladly officiates the marriages of members of the Cincinnati LGBT+ community; and

WHEREAS, Anthony diligently promotes representation, equality, inclusion, fairness, and justice, especially in the LGBTQ+ community; now, therefore,

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

Section 1. That the Mayor and Council of the City of Cincinnati hereby recognize Anthony Cody for their advocacy on behalf of the lesbian, gay, bisexual, and transgender ("LGBTQ+") community in Cincinnati and elsewhere.

Section 2. That this resolution be spread upon the minutes of Council and copies be provided to Anthony Cody through the office of Councilmember Chris Seelbach.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

Submitted by Councilmember Seelbach

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: June 9, 2021

To: Mayor and Members of City Council 202102040

From: Paula Boggs Muething, City Manager

Subject: **Liquor License – New**

FINAL RECOMMENDATION REPORT

OBJECTIONS: None

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

APPLICATION: 2970805
PERMIT TYPE: NEW
CLASS: D3
NAME: FUSABOWL & LOUIS CAJUN SEAFOOD
DBA: NONE LISTED
5785 GLENWAY AVE
CINCINNATI, OH 45238

On May 4, 2021 Westwood Civic Association was notified of this application and do not object.

Police Department Approval

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: June 30, 2021

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: June 9, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager **202102041**

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

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: 4044515
PERMIT TYPE: TRFO
CLASS: C1 C2 D6
NAME: HRT FOODMART LLC
DBA: READING ROAD FOOD MART
7539 READING RD & GAS PUMP
CINCINNATI, OH 45237

On April 27, 2021 Roselawn Community Council was notified of this application and do not object.

Police Department Approval

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: June 22, 2021

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: June 9, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager **202102042**

Subject: **Liquor License – NEW**

FINAL RECOMMENDATION REPORT

OBJECTIONS: Cincinnati Police Department, Roselawn Community Council, and Roselawn Business Alliance

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: 6353350
PERMIT TYPE: NEW
CLASS: D3A
NAME: NEPHEWS LLC
DBA: NEPHEWS
7532 READING RD
CINCINNATI, OH 45237

On April 29, 2021 Roselawn Community Council was notified of this application and do object.

Police Department Approval

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: June 25, 2021

city of CINCINNATI
Interdepartment Correspondence Sheet

June 9, 2021

TO: Mayor and Members of City Council **202102064**

FROM: Paula Boggs Muething, City Manager

SUBJECT: Report – HOCC Academy as Part of the Community Police Partnering Center

---

REFERENCE DOCUMENT #202100867

City Council adopted at its session on March 10, 2021 the following Motion:

> MOTION, submitted by Councilmember Sundermann, Kearney, Goodin, Keating and Vice Mayor Smitherman, WE MOVE that the Administration provide a report on funding options for an Urban League of Greater Southwestern Ohio pilot youth mentoring program - HOPE, OPPORTUNITY, CHOICES AND CONSEQUENCES (H.O.C.C.) ACADEMY - for the upcoming summer to be part of the currently city-funded Community Police Partnering Center.

Below are options for funding this youth mentoring program:

Included as part of the Approved FY 2021 Budget Update, the operating budget for the Cincinnati Initiative to Reduce Violence (CIRV) included a "Strategic Opportunities Fund" for which the Hope, Opportunity, Choices And Consequences (H.O.C.C.) Academy would potentially qualify. The goal of this fund is to support the implementation of evidence based programming or best practices in support of the CIRV mission to reduce violence. The requested budget for CIRV for the FY 2022-2023 Biennial Operating Budget also includes funds for this purpose.

A second option would be to include the Hope, Opportunity, Choices And Consequences (H.O.C.C.) Academy in the City's annual youth employment budget. Existing funds for the summer of 2021 have already been allocated, so an additional appropriation would be necessary to fund the pilot program.

The Administration looks forward to working with the City Council to potentially fund this pilot program.

cc: Christopher A. Bigham, Assistant City Manager

city of CINCINNATI
Interdepartment Correspondence Sheet

June 9, 2021

TO: Mayor and Members of City Council **202102065**

FROM: Paula Boggs Muething, City Manager

SUBJECT: Report- Additional Crews and Funding for Public Services

---

REFERENCE DOCUMENT #202101104

City Council adopted at its session on March 31, 2021 adopted the following Motion:

> MOTION, submitted by Councilmember Landsman, We hereby move that the Administration provide a brief, high-level report on what it would take in terms of additional crews and funding to achieve optimum level of public services functioning as it relates to sanitation, road treatment, snow removal, and street paving and maintenance.

The FY 2022 Budget presentation given by the Department of Public Services did not request additional operations staff. The Department does have current staffing levels to achieve an optimum level of public service. However, the department experiences significant turnover and has difficulty retaining staff which leads to staffing shortages. The primary reason is that many of the full-time operations positions are entry level and once employees work for one year, there are transfer and promotional opportunities to other departments resulting in high turnover in Public Services.

While DPS has an Approved FY21 FTE total of 438.0, the current average vacancy rate is 72.0 FTE or 16.0%. The average vacancy rate fluctuates daily depending on hiring, promotions, resignations, transfers, and retirements. The average daily non-productive hours which includes time off for vacation, sick, injury, FMLA, and suspension is 37.0 FTE or 8.0%. Combined this equals 25.0% (109.0 FTE as of April 2021) or 25% of the Approved FTE count unable to provide services.

The Administration continues to work to minimize the impact of turnover and staff shortages. The entry level Sanitation Specialist positions have been double filled as a way to fill up to and over the approved complement so when there is turnover, there are still enough staff remaining to perform trash pickup.

Public Services' staff work with the Department of Human Resources to maintain existing eligibility lists to fill positions as vacancies occur. We continue to engage the American Federation of State, County and Municipal Employees (AFSCME) bargaining unit to expand eligibility lists and offer other mechanisms to fill positions.

To address events such as snow events and other emergencies that arise, Public Services uses staff who hold commercial driver's licenses (CDLs) from other departments to increase the complement of staff for an 'all hands on deck' approach. Administration continues to work to offer call out overtime pay for employees to perform the necessary work. Also, the flexibility of Public Services reassigning staff daily to areas of critical shortfalls helps reduce the service impact.

While the answer is not adding additional staff, the Administration, Public Services, and the Human Resources Departments are dedicated to continuing to work through the hiring process and work with the bargaining units to address employee turnover. By addressing the hiring process and proactively having eligibility lists available, the employee turnover issue can be mitigated resulting in a fuller staffing complement that can address all of the service needs of the City.

cc: Christopher A. Bigham, Assistant City Manager

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: June 9, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager **202102097**

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

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: 7530900
PERMIT TYPE: TRFO
CLASS: D5J
NAME: ROSIES BY CROWN LLC
DBA: ROSIES COCKTAILS & PIES
300 E 7TH ST
CINCINNATI, OH 45202

On May 6, 2021 Downtown Residents Council was notified of this application and do not object.

Police Department Approval

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: July 2, 2021

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: 06/9/2021

202102103

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

Subject: **SPECIAL EVENT PERMIT APPLICATION: Slice NIght 2021**

In accordance with Cincinnati Municipal Code, Chapter 765; The UC Foundation has submitted a Special Event Permit Application Form to the Chief of Police. The Special Event Permit Application has been reviewed by the following department(s): Cincinnati Police Department, Fire Department, Health Department, Parks Department, Department of Building and Inspections, Department of Community and Economic Development, Department of Finance, Department of Public Services, and Department of Transportation and Engineering. There are no objections to issuing the Special Events Permit.

The particulars of the requested event are as indicated:

EVENT NAME/TITLE:	Slice Night 2021
EVENT SPONSOR/PRODUCER:	The UC Foundation
CONTACT PERSON:	Amy Pass
LOCATION:	705 E. Pete Rose Way
DATE(S) AND TIME(S):	September 23rd, 2021 5PM to 9PM
EVENT DESCRIPTION:	Pizza sampling fundraiser
ANTICIPATED ATTENDANCE:	1,500
ALCOHOL SALES:	☒ YES. ☐ NO.

TEMPORARY LIQUOR PERMIT HOLDER IS: (T.B.D.)

cc: Colonel Eliot K. Isaac, Police Chief

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: June 9, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager **202102111**

Subject: **Liquor License – NEW**

FINAL RECOMMENDATION REPORT

OBJECTIONS: None

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

APPLICATION: 59275440005
PERMIT TYPE: NEW
CLASS: D5
NAME: MIDNIGHT OIL COMPANY LLC
DBA: NONE LISTED
1538 RACE ST
CINCINNATI, OH 45202

The Department of Buildings & Inspections has declined comment with their investigation as of today's date.

On May 5, 2021 Over-the-Rhine Community Council was notified of this application and do not object.

Police Department Approval

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: June 11, 2021

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: June 9, 2021

To: Mayor and Members of City Council 202102112

From: Paula Boggs Muething, City Manager

Subject: **Liquor License – New**

FINAL RECOMMENDATION REPORT

OBJECTIONS: None

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

APPLICATION: 6077652
PERMIT TYPE: NEW
CLASS: D5J
NAME: MODESTO LLC
DBA: NONE LISTED
26 W COURT ST
CINCINNATI, OH 45202

On April 27, 2021 Downtown Residents Council was notified of this application and do not object.

Police Department Approval

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: June 18, 2021

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: June 9, 2021

To: Mayor and Members of City Council 202102113

From: Paula Boggs Muething, City Manager

Subject: **Liquor License – NEW**

FINAL RECOMMENDATION REPORT

OBJECTIONS: Cincinnati Police Department, Department of Buildings & Inspections

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: 4129455
PERMIT TYPE: NEW
CLASS: D5J
NAME: IMPROV CINCINNATI LLC
DBA: NONE LISTED
404 LUDLOW AVE
CINCINNATI, OH 45220

On May 18, 2021 Clifton Towne Meeting was notified of this application and do not object.

Police Department Approval

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: July 9, 2021

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: June 9, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

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

FINAL RECOMMENDATION REPORT

OBJECTIONS: Cincinnati Police Department, Department of Buildings & Inspections, and Downtown Residents Council

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: 73920460001
PERMIT TYPE: TRFL
CLASS: C1 C2
NAME: SHENEG LLC
DBA: NONE LISTED
819-23 MAIN ST
CINCINNATI, OH 45202

On April 27, 2021 Downtown Residents Council was notified of this application and do object.

Police Department Approval

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: June 18, 2021

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: June 9, 2021

To: Mayor and Members of City Council 202102117

From: Paula Boggs Muething, City Manager

Subject: **Liquor License – New**

FINAL RECOMMENDATION REPORT

OBJECTIONS: None

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

APPLICATION: 0434756
PERMIT TYPE: NEW
CLASS: D5J
NAME: B&B RESTAURANT GROUP LLC
DBA: NONE LISTED
56 W FREEDOM WAY
CINCINNATI, OH 45202

On May 13, 2021, Downtown Residents Council was notified of this application and do not object.

Police Department Approval

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: July 6, 2021

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: June 9, 2021

To: Mayor and Members of City Council 202102118

From: Paula Boggs Muething, City Manager

Subject: **Liquor License – Transfer (Exempt)**

FINAL RECOMMENDATION REPORT

OBJECTIONS: Department of Buildings & Inspections

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: 7216741
PERMIT TYPE: TREX
CLASS: D5 D6
NAME: PAVANNEX INC
DBA: NONE LISTED
949-51 PAVILION ST
CINCINNATI, OH 45202

On May 13, 2021, Mt. Adams Civic Association was notified of this application and do not object.

Police Department Approval

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: July 6, 2021

city of CINCINNATI

Interdepartment Correspondence Sheet

June 9, 2021

202102132

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

Subject: **Ordinance** – Setting Water Service Rates for 2022-2026

Attached is an Ordinance captioned:

> **REPEALING AND REORDAINING** the provisions of Chapter 401, "Water Works," Section 401-76, "Service Charges," Section 401-77, "Water Commodity Charges," Section 401-78, "Charges for Fire Protection Services," Section 401-81, "Charges to Political Subdivisions," and Section 401-89, "Direct Fire Protection Charges" of the Cincinnati Municipal Code for the purpose of revising the rates for water and related services furnished by the Greater Cincinnati Water Works, consistent with annual water rate increase of 3.75% in 2022 and 5.55% in each of 2023 through 2026.

Approval of this Ordinance will set the water rates for calendar years 2022 through 2026 to reflect an increase of 3.75% increase in water-related rates for 2022 and a 5.55% increase in each of 2023, 2024, 2025, and 2026. This translates to an average increase in the monthly water charge for a single-family residential account of $1.21 in 2022 and $1.83 to $2.16 in 2023 through 2026 over the prior year.

The revenue generated by the rates will ensure that the Greater Cincinnati Water Works continues to address its mission of providing customers and the community with a plentiful supply of high-quality water, support environmental sustainability, and deliver excellent services in a financially responsible manner, including:

- *Excellent Service Delivery*—Planned implementation of Advanced Metering Infrastructure that will provide more detailed and accurate water usage information to customers and the City to help identify leaks, reduce waste, and provide more accurate billing
- *Safety and Growing Economic Opportunities*—Replacing and upgrading aging water main infrastructure to meet the changing uses of new development and address fire safety needs, as well as meet the Smale Commission's recommended annual replacement of 1% of system infrastructure
- *Thriving Neighborhoods*—Ensure system wide compliance with Safe Drinking Water Act requirements, including meeting new lead and copper rule requirements, as well as ensuring that high quality drinking water is affordable to all

- *Fiscal Sustainability*--Addressing bond rating agency comments so that GCWW can continue to secure AAA bond ratings and obtain low cost for infrastructure finance

This Ordinance is in accordance with the "Sustain" initiative goals/strategies to "Become a Healthier Cincinnati" and "Create a Healthy Environment and Reduce Energy Consumption" as well as to "Manage Financial Resources" and " Spend Public Funds More Strategically" as described on page 182 and 200 of Plan Cincinnati.

The Administration recommends passage of this Ordinance.

CBB by psc

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

City of Cincinnati

AEY

BWG

An Ordinance No._____ - 2021

REPEALING AND REORDAINING the provisions of Chapter 401, "Water Works," Section 401-76, "Service Charges," Section 401-77, "Water Commodity Charges," Section 401-78, "Charges for Fire Protection Services," Section 401-81, "Charges to Political Subdivisions," and Section 401-89, "Direct Fire Protection Charges" of the Cincinnati Municipal Code for the purpose of revising the rates for water and related services furnished by the Greater Cincinnati Water Works, consistent with annual water rate increases of 3.75% in 2022 and 5.55% in each of 2023 through 2026.

WHEREAS, the City Administration has recommended to Council the adoption of a 3.75% increase in water rates for 2022 and a 5.55% increase in each of 2023, 2024, 2025, and 2026 for the Greater Cincinnati Water Works ("GCWW") to provide for the annual replacement of 1% of system infrastructure per the Smale Commission recommendations, enhanced customer service and leak detection through advanced metering infrastructure, meeting updated requirements of the U.S. Environmental Protection Agency Lead and Copper rule, and addressing issues of water affordability; and

WHEREAS, this multi-year rate increase is necessary to support GCWW's multi-year bond issue for FY 2022 through FY 2026, which bond issue will take advantage of the currently favorable bond market while refunding existing debt and issuing new debt; and

WHEREAS, the multi-year rate increases and bond issue will result in substantial financing cost savings to GCWW and allow Cincinnati's water rates to remain substantially below industry averages; now, therefore,

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

Section 1. That existing Section 401-76, "Service Charges," is hereby repealed and reordained as follows:

Sec. 401-76. - Service Charges.

Each water supply service shall be subject to a monthly service charge. The service charge shall be based on the size of the water meter.

This section shall apply to each water meter used, but shall not apply to water supply services subject to Section 401-81 or Section 401-82.

For the availability of water service, the service charge applicable to accounts inside the City of Cincinnati for each year from 2022 through 2026 shall be as follows:

Meter Size (inches)	2021	2022	2023	2024	2025	2026
⅝	6.54	6.79	7.16	7.56	7.98	8.42
¾	7.82	8.11	8.56	9.04	9.54	10.07
1	9.64	10.00	10.56	11.14	11.76	12.41
1½	24.33	25.24	26.64	28.12	29.68	31.33
2	31.03	32.19	33.98	35.87	37.86	39.96
3	68.03	70.58	74.50	78.63	83.00	87.60
4	130.32	135.21	142.71	150.63	158.99	167.82
6	261.24	271.04	286.08	301.96	318.71	336.40
8	381.46	395.76	417.73	440.91	465.38	491.21
10	533.73	553.74	584.48	616.92	651.16	687.29
12	638.22	662.15	698.90	737.69	778.63	821.85

The service charges in the above table shall be effective from January 1 through December 31 of each of the above listed years.

The service charges for accounts outside of the City of Cincinnati shall be established pursuant to Section 401-75.

Section 2. That existing Section 401-77, "Water Commodity Charges," is hereby repealed and reordained as follows:

Sec. 401-77. - Water Commodity Charges.

For water used, the water commodity charges per 100 cubic feet (CCF) used applicable to accounts inside the City of Cincinnati shall be as follows:

	2021	2022	2023	2024	2025	2026
First 20 CCF/month	3.00	3.11	3.29	3.47	3.66	3.86
Next 580 CCF/month	2.52	2.61	2.76	2.91	3.07	3.25
Over 600 CCF/month	2.25	2.33	2.46	2.60	2.75	2.90

The water commodity charges in the above table shall be effective from January 1 through December 31 of each of the above listed years.

The water commodity charges for accounts outside of the City of Cincinnati shall be established pursuant to Section 401-75.

Effective January 1, 2012, for water used through a temporary meter as set forth in Section 401-61 of the Municipal Code, the water commodity charge rate per 100 cubic

feet (CCF) used shall be 150% of the water commodity charge listed in the table above for the first 20 CCF per month.

Section 3. That Section 401-78, "Charges for Fire Protection Services," is hereby repealed and reordained as follows:

Sec. 401-78. - Charges for Fire Protection Services.

Each fire service branch serving private premises shall be subject to a fire protection service charge based on the size of the service branch at the water main per Section 401-117. This section shall not apply to fire protection services subject to Sections 401-82 and 401-83.

The fire protection service charge per month shall be as follows:

Branch Size (inches)	2021	2022	2023	2024	2025	2026
2" & Under	18.58	19.28	20.35	21.48	22.67	23.93
3"	23.84	24.73	26.11	27.56	29.09	30.70
4"	28.20	29.26	30.88	32.60	34.40	36.31
6"	65.08	67.52	71.27	75.22	79.40	83.80
8"	91.90	95.35	100.64	106.22	112.12	118.34
10"	110.89	115.05	121.43	128.17	135.29	142.80

The fire protection service charges in the above table shall be effective from January 1 through December 31 of each of the above listed years.

The fire protection service charges for accounts outside of the City of Cincinnati shall be established pursuant to Section 401-75.

Section 4. That Section 401-81, "Charges to Political Subdivisions," is hereby repealed and reordained as follows:

Sec. 401-81. - Charges to Political Subdivisions.

The water commodity charge rates per hundred cubic feet for water used by political subdivisions, other than those whose contracts with the City of Cincinnati specify rates, shall be as follows:

	2021	2022	2023	2024	2025	2026
Winter	3.15	3.27	3.45	3.64	3.84	4.06
Summer	3.75	3.89	4.11	4.33	4.58	4.83

The charges to political subdivisions in the above table shall be effective from January 1 through December 31 of each of the above listed years.

There shall be no service charges for water used under this section.

Section 5. That Section 401-89, "Direct Fire Protection Charges," is hereby repealed and reordained as follows:

Sec. 401-89. –Fire Hydrant Repair and Replacement Charges.

Each water supply service within the City of Cincinnati shall be subject to a fire hydrant repair and replacement charge, which shall be based on the size of the water meter.

The monthly fire hydrant repair and replacement charges shall be as follows:

Meter Size (inches)	2021	2022	2023	2024	2025	2026
⅝	0.65	0.67	0.71	0.75	0.79	0.84
¾	0.98	1.02	1.07	1.13	1.20	1.26
1	1.43	1.48	1.57	1.65	1.74	1.84
1½	2.74	2.84	3.00	3.17	3.34	3.53
2	4.04	4.19	4.42	4.67	4.93	5.20
3	9.79	10.16	10.72	11.32	11.94	12.61
4	16.31	16.92	17.86	18.85	19.90	21.00
6	32.63	33.85	35.73	37.72	39.81	42.02
8	48.93	50.76	53.58	56.56	59.70	63.01
10	65.24	67.69	71.44	75.41	79.59	84.01
12	75.03	77.84	82.16	86.72	91.54	96.62

The fire hydrant repair and replacement charges in the above table shall be effective from January 1 through December 31 of each of the above listed years.

Section 6. That the proper City officials are authorized to carry out the terms of Sections 1 through 5 herein.

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

city of CINCINNATI
Interdepartment Correspondence Sheet

June 9, 2021

To: Mayor and Members of City Council 202102133

From: Paula Boggs Muething, City Manager

Subject: **Ordinance – FY 2022 State General Traffic Safety Grant**

Attached is an Ordinance captioned:

> **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in an amount up to $165,000 from the State of Ohio Department of Public Safety, Office of Criminal Justice Services, to fund a Traffic Safety Resource Prosecutor assigned to the Ohio Department of Public Safety, which position will provide training, education, and technical support to traffic crimes prosecutors and law enforcement agencies throughout the State of Ohio, and work to develop a coordinated statewide, multidisciplinary planned approach to the prosecution of impaired driving and other traffic crimes in Ohio; and AUTHORIZING the Finance Director to deposit the grant funds received by the City of Cincinnati into Law Enforcement Grant Fund 368, Project Account No. 22TSRP.

This Ordinance would authorize the City Manager to apply for, accept, and appropriate a grant for up to the amount of to $165,000.00 from the State of Ohio, Department of Public Safety, Office of Criminal Justice Services for the purpose of funding the Traffic Safety Resource Prosecutor (TSRP) for the federal fiscal year 2022. This position will provide training, education, and technical support to traffic crimes prosecutors and law enforcement agencies throughout the State of Ohio. The TSRP will develop for the Ohio Traffic Safety Office (OTSO), a coordinated statewide multidisciplinary planned approach to the prosecution of impaired driving and other traffic crimes in Ohio.

This Ordinance will also authorize the Finance Director to deposit the grant funds into Fund 368, Project Code: 22TSRP. The grant application deadline is June 7, 2021. As a result, the Cincinnati Police Department will have applied for this grant prior to this Ordinance receiving approval from the City Council. Should this Ordinance not be approved, the grant funding will not be accepted. The grant does not require matching funds, nor would add any additional FTEs. Per the award condition, this TSRP has been assigned by ODPS and the sub-contract term will be from 10/01/2021 through 09/30/2022.

This Ordinance is in accordance with the Live goal to “Create a more livable community" as described on page 156 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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

Attachment

City of Cincinnati

CFG

BWG

An Ordinance No._____

-2021

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in an amount up to $165,000 from the State of Ohio Department of Public Safety, Office of Criminal Justice Services, to fund a Traffic Safety Resource Prosecutor assigned to the Ohio Department of Public Safety, which position will provide training, education, and technical support to traffic crimes prosecutors and law enforcement agencies throughout the State of Ohio, and work to develop a coordinated statewide, multidisciplinary planned approach to the prosecution of impaired driving and other traffic crimes in Ohio; and AUTHORIZING the Finance Director to deposit the grant funds received by the City of Cincinnati into Law Enforcement Grant Fund 368, Project Account No. 22TSRP.

WHEREAS, a grant is available from the Ohio Department of Public Safety ("ODPS"), Office of Criminal Justice Services in an amount up to $165,000; and

WHEREAS, the grant will provide continued funding for the Traffic Safety Resource Prosecutor position with ODPS for the fiscal year 2022, which position will provide support and training to the City and the region; and

WHEREAS, the Traffic Safety Resource Prosecutor serves as a training and educational resource for public agencies in the region, but is not a lawyer for the City and cannot provide legal advice to City departments; and

WHEREAS, per the conditions of the grant award, the Traffic Safety Resource Prosecutor will be assigned by the ODPS as a sub-contractor with a term from October 1, 2021 to September 30, 2022; and

WHEREAS, the grant does not require matching funds; and

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

WHEREAS, the grant application deadline is June 7, 2021, and the Cincinnati Police Department will apply before this date, but funding will not be accepted unless acceptance is approved by City Council; and

WHEREAS, this ordinance is in accordance with the "Live" goal to "Create a more livable community" as described on page 156 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant in an amount up to $165,000 from the State of Ohio Department of Public Safety, Office of Criminal Justice Services, to fund a Traffic Safety Resource Prosecutor assigned to the Ohio Department of Public Safety, which position will provide training, education, and technical support to traffic crimes prosecutors and law enforcement agencies throughout the State of Ohio, and work to develop a coordinated statewide, multidisciplinary planned approach to the prosecution of impaired driving and other traffic crimes in Ohio.

Section 2. That the Finance Director is hereby authorized to deposit the grant funds received by the City of Cincinnati into Law Enforcement Grant Fund 368, Project Account No. 22TSRP.

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

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

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

June 9, 2021

To: Mayor and Members of City Council 202102134

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – Resources for Inwood Park Playground Equipment**

Attached is an Emergency Ordinance captioned:

> **ESTABLISHING** new capital improvement program project account no. 980x203x212004, "Inwood Park Playground Equipment," for the purpose of providing resources for playground equipment at Inwood Park; and AUTHORIZING the City Manager to transfer and appropriate the amount of $142,438.85 from Fund No. 430, "Parks Private Endowments," to newly established capital improvement program project account no. 980x203x212004, "Inwood Park Playground Equipment," for the purpose of providing playground equipment at Inwood Park.

This Emergency Ordinance establishes new capital improvement program project account no. 980x203x212004, "Inwood Park Playground Equipment." This Emergency Ordinance also authorizes the City Manager to transfer and appropriate the amount of $142,438.85 from Fund No. 430, "Parks Private Endowments," to newly established capital improvement program project account no. 980x203x212004, "Inwood Park Playground Equipment," for the purpose of providing playground equipment at Inwood Park.

On January 27, 2021, the City Council passed Ordinance No. 0024-2021, which authorized the Administration to accept this donation to Parks Private Endowment Fund 430. These resources should be transferred into a capital improvement program project account to be expensed.

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 147 – 152 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept this donation within the timeframe necessary for construction to begin in June 2021.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

PLAN CINCINNATI

E M E R G E N C Y

LES

- 2021

ESTABLISHING new capital improvement program project account no. 980x203x212004, "Inwood Park Playground Equipment," for the purpose of providing resources for playground equipment at Inwood Park; and AUTHORIZING the City Manager to transfer and appropriate the amount of $142,438.85 from Fund No. 430, "Parks Private Endowments," to newly established capital improvement program project account no. 980x203x212004, "Inwood Park Playground Equipment," for the purpose of providing playground equipment at Inwood Park.

WHEREAS, on January 27, 2021, City Council passed Ordinance No. 0024-2021, which authorized the Administration to accept a donation from the Cincinnati Park Board Commissioner's Fund for the purpose of reimbursing the City for Inwood Park playground equipment; and

WHEREAS, the donated resources should be transferred into newly established capital improvement program project account no. 980x203x212004, "Inwood Park Playground Equipment," to be expensed; and

WHEREAS, this ordinance is in accordance with the "Live" goal to "Build a robust public life" and strategy to "Develop and maintain inviting and engaging public spaces that encourage social interaction between different types of people," as described on pages 147 – 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 sum of $142,438.85 is hereby transferred and appropriated from Fund No. 430, "Parks Private Endowments," to newly established capital improvement program project account no. 980x203x212004, "Inwood Park Playground Equipment," for the purpose of providing playground equipment at Inwood Park.

Section 2. That the proper City officials are hereby authorized to do all things necessary and proper to implement the provisions 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 to accept this donation within the timeframe necessary for construction to begin in June 2021.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

June 9, 2021

To: Mayor and Members of City Council 202102135

From: Paula Boggs Muething, City Manager

Subject: Emergency Ordinance – Notwithstanding Ordinance Authorizing Use of 2215 Fulton Avenue as Offices and Waiving Parking Requirements for First Step Home

---

Transmitted is an Emergency Ordinance captioned:

> **AUTHORIZING** the existing building located at 2215 Fulton Avenue in the Walnut Hills neighborhood to be renovated and used as an office NOTWITHSTANDING the provisions of Section 1405-05, "Land Use Regulations," of Chapter 1405, "Residential Multi-Family," and Section 1425-19-A, "Off-Street Parking and Loading Requirements," of Chapter 1425, "Parking and Loading Regulations," of the Cincinnati Zoning Code and any other applicable provisions of the Cincinnati Zoning Code and the Cincinnati Municipal Code.

The City Planning Commission recommended approval of the amendments at its June 4, 2021 meeting.

<u>Summary</u>
First Step Home requested a Notwithstanding Ordinance to permit an office use in a Residential Mixed (RMX) zoning district at 2215 Fulton Avenue and waive all associated parking requirements. Approval of the requested Notwithstanding Ordinance will allow First Step Home to respond to the increased demand for their services in the community and expand their offerings of treatment services while preserving an existing building.

First Step Home proposes using 2215 Fulton Avenue as the Family Unity Center that will house the new Child Resiliency Program as well as administrative personnel, group treatment facilities, and admissions staff. First Step Home also seeks relief from any associated parking requirements for the office use. Most of the women receiving treatment at First Step Home do not have a car and often utilize public transportation, rideshare companies, or are dropped off by family or friends. First Step Home does have several parking spaces among their properties located on Fulton Avenue and has a long-standing relationship with the church across the street which allows access to four parking spaces for staff and/or clients. Additionally, on-street parking exists along Fulton Avenue.

The requested relief through the Notwithstanding Ordinance has been found to be reasonable considering the use of Notwithstanding Ordinances for First Step Home on this block and the parking arrangements that have already been made. The proposed Notwithstanding Ordinance is consistent with portions of the *Walnut Hills Reinvestment Plan* (2017) and *Plan Cincinnati* (2012).

The Department of City Planning has consistently taken the position to not support any Notwithstanding Ordinances for land use decisions because they do not comply with the zoning laws that the department is charged with developing and enforcing.

The City Planning Commission recommended the following on June 4, 2021 to City Council:

APPROVE the Notwithstanding Ordinance to permit an office use in the Residential Mixed (RMX) zoning district at 2215 Fulton Avenue in Walnut Hills with the following conditions:

1) The renovations at 2215 Fulton Avenue must substantially conform to the project specifications outlined in this report and the applicant will provide all required items for building permit review.

2) The Notwithstanding Ordinance does not provide a variance from any other laws of the City of Cincinnati, and the properties shall remain subject to all other provisions of the Cincinnati Municipal Code, RMX, "Residential Mixed," zoning district.

3) The use of the property should not be considered a nonconforming use.

cc: Katherine Keough-Jurs, AICP, Director, Department of City Planning and Engagement

EMERGENCY

City of Cincinnati

DBS

An Ordinance No._____ - 2021

AUTHORIZING the existing building located at 2215 Fulton Avenue in the Walnut Hills neighborhood to be renovated and used as an office NOTWITHSTANDING the provisions of Section 1405-05, "Land Use Regulations," of Chapter 1405, "Residential Multi-Family," and Section 1425-19-A, "Off-Street Parking and Loading Requirements," of Chapter 1425, "Parking and Loading Regulations," of the Cincinnati Zoning Code and any other applicable provisions of the Cincinnati Zoning Code and the Cincinnati Municipal Code.

WHEREAS, First Step Home ("Petitioner") owns the real property located at 2215 Fulton Avenue in the Walnut Hills neighborhood ("Property"), which property is presently zoned RMX, "Residential Mixed," and consists of one parcel containing an existing residential structure; and

WHEREAS, the Petitioner has operated the First Step Home on the nearby property at 2203 Fulton Avenue for over 20 years as a non-profit organization that helps women break the cycle of addiction and abuse and become self-sufficient by providing individual and group counseling, access to medical services, mental health assessments, life skills training, financial assistance, on-site childcare, and connections to job readiness programs; and

WHEREAS, the Petitioner now wishes to renovate the existing building on the Property for use as an office that will house the administrative personnel, group treatment facilities, and admissions staff that are necessary to accommodate its growth and to facilitate the creation of additional treatment programs and jobs ("Project"); and

WHEREAS, the Petitioner has requested authorization to complete the Project notwithstanding certain zoning code provisions that would otherwise prevent the Property's use as an office; and

WHEREAS, reasonable deviations from zoning code provisions that would otherwise prevent the Property's use as an office will provide substantial public benefits in the form of expanded treatment services for women seeking to break the cycles of addiction and abuse as well as additional enhanced services for those participants; and

WHEREAS, the City Planning Commission, at its regularly scheduled meeting on June 4, 2021, upon considering the factors set forth in Cincinnati Municipal Code ("CMC") Section 111-5, recommended the adoption of a notwithstanding ordinance authorizing the Project subject to certain conditions; and

WHEREAS, a committee of Council held a public hearing on this ordinance following due and proper notice pursuant to CMC Section 111-5, and upon considering the factors in CMC Section 111-5 and the recommendation of the City Planning Commission, the committee approved the ordinance, finding that authorizing the Project notwithstanding the zoning code provisions that

would otherwise restrict it will not have an adverse effect on the character of the area or the public health, safety, and welfare, and further finding that permitting the Project to proceed is consistent with the purposes of the CMC and the zoning district in which it is located; and

WHEREAS, a legislative variance authorizing the Project is consistent with the *Walnut Hills Reinvestment Plan (2017)* and the Action Item to "[i]nvest in people, places, and homes" (page 42); and

WHEREAS, a legislative variance authorizing the Project is further consistent with *Plan Cincinnati* (2012) in the Sustain Initiative Area, specifically the goal to "[b]ecome a healthier Cincinnati" (page 81); and

WHEREAS, the Council finds that the Project will preserve the quality and character of the neighborhood by improving and rehabilitating an existing building that will fit within the context of Fulton Avenue and the Walnut Hills community; and

WHEREAS, the Council additionally finds that permitting the Project will not have an adverse effect on the character of the area or the public health, safety, and welfare because, among other things, it provides for a reasonable expansion of treatment services that have long operated on the street, the program expansion will facilitate the delivery of enhanced services and programming to program participants that further serves to mitigate any potential negative impacts associated with the program, if any; and

WHEREAS, the Council additionally finds that a legislative variance from applicable zoning code provisions related to use and parking to authorize the Project will not have an adverse effect on the character of the area or the public health, safety, and welfare, and it is in the best interests 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, after its own independent review and consideration, the City Council incorporates the foregoing recitals as if fully rewritten herein, and it hereby confirms that the legislative variance criteria set forth in Section 111-5 of the Cincinnati Municipal Code are satisfied in all respects.

Section 2. That the Council specifically finds that a legislative variance authorizing the renovation of the existing building located at 2215 Fulton Avenue in the Walnut Hills neighborhood for use as an office ("Project"), which property is depicted on the map attached hereto as Exhibit A and incorporated herein by reference, will not have an adverse effect on the

character of the surrounding area or the public's health, safety, and general welfare and that it is consistent with the purposes of the Cincinnati Municipal Code and the zoning district within which the property is located.

Section 3. That the Council authorizes the construction of the Project and its use as an office, subject to the terms and conditions set forth in this ordinance. This authorization is granted notwithstanding (i) the use limitations contained in Chapter 1405, "Residential Multi-Family," of the Cincinnati Municipal Code; and (ii) the parking limitations contained in Chapter 1425, "Parking and Loading Regulations," of the Cincinnati Municipal Code, and any other applicable zoning regulations that would restrict the construction of the Project and its use as an office.

Section 4. That the Council authorizes the construction of the Project and its use as an office subject to the following conditions:

a. That the renovations at 2215 Fulton Avenue must substantially conform to the project specifications outlined in the Department of City Planning staff report, and the property owner must provide all required items for building permit review.

b. That this ordinance does not provide a variance from any other laws of the City of Cincinnati, and the property shall remain subject to all other provisions of the Cincinnati Municipal Code and the RMX, "Residential Mixed," zoning district.

c. That the use of the property shall not be considered a nonconforming use of land by virtue of this ordinance.

Section 5. That the City Manager and the appropriate City officials are authorized to take all necessary and proper actions to implement this ordinance, including by issuing building permits and related approvals, provided they conform to applicable building codes, housing codes, accessibility laws, or other laws, rules, or regulations.

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 for the property owner to obtain building permits to complete the Project so the City may benefit from the Project at the earliest possible time.

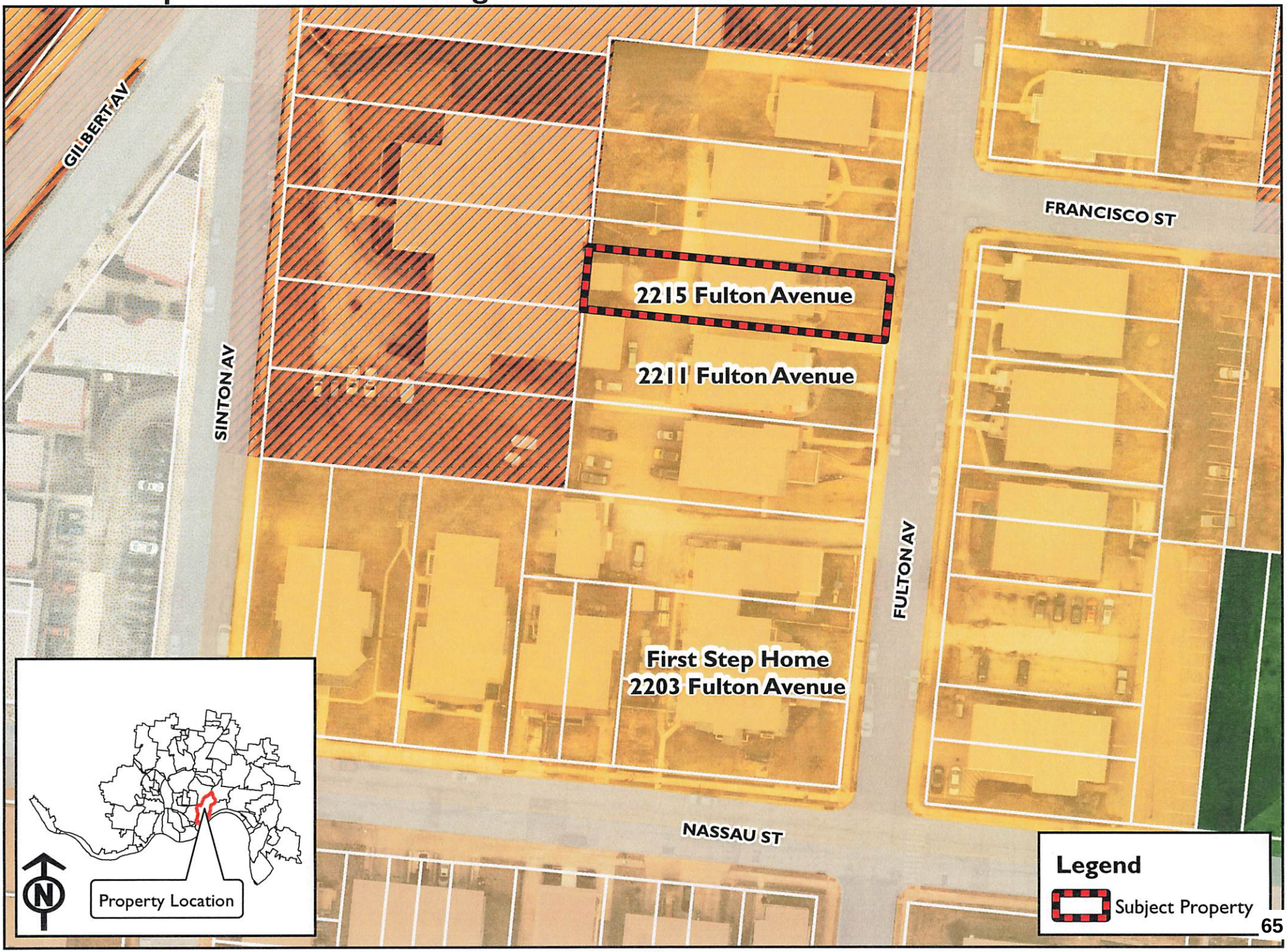
Passed: _____, 2021

_____
John Cranley, Mayor

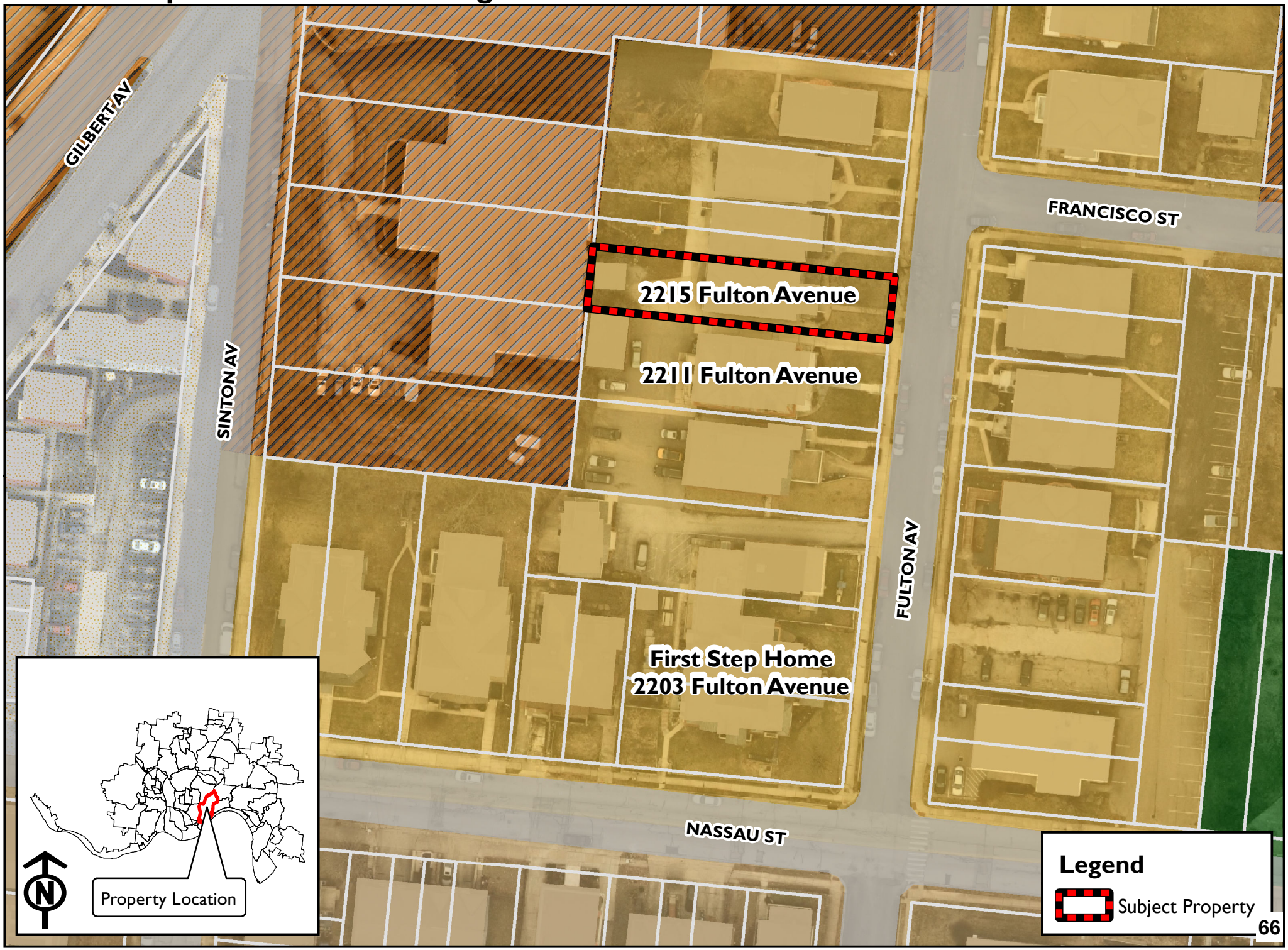
Attest: _____
Clerk

EXHIBIT A

Proposed Notwithstanding Ordinance at 2215 Fulton Avenue in Walnut Hills



Proposed Notwithstanding Ordinance at 2215 Fulton Avenue in Walnut Hills



Honorable City Planning Commission
Cincinnati, Ohio

SUBJECT: A report and recommendation on a proposed Notwithstanding Ordinance to permit an office use with no parking requirements in a Residential Mixed (RMX) zoning district at 2215 Fulton Avenue in Walnut Hills.

GENERAL INFORMATION:

Location: 2215 Fulton Avenue
Cincinnati OH 45206

Petitioner: First Step Home Inc.
2203 Fulton Avenue
Cincinnati, OH 45206

EXHIBITS:

Provided in addition to this report are the following exhibits:

- Exhibit A Location Map
- Exhibit B Application
- Exhibit C Letter of Support

BACKGROUND:

The applicant, First Step Home, requests a Notwithstanding Ordinance to permit the rehabilitation of an existing residential structure at 2215 Fulton Avenue into office space in Walnut Hills. The subject property is located on Fulton Avenue, approximately 150-feet north of First Step Home's main administrative building at 2203 Fulton Avenue. The subject property is zoned Residential Mixed (RMX).

First Step Home is a non-profit organization that helps women break the cycle of addiction and abuse and become self-sufficient. The agency provides individual and group counseling, access to medical services, mental health assessments, life skills training, financial assistance, on-site childcare, and connections to job readiness programs. In addition, First Step Home offers a comprehensive child and family development program. Through the programs offered at First Step Home, women learn self-sufficiency and gain the ability to live drug-free with their children.

In 1999, First Step Home purchased the property at 2203 Fulton Avenue for use as a residential treatment facility. The property provided residential services to women and their children with some additional outpatient services. In 2010, First Step Home applied for a Notwithstanding Ordinance to allow the nonconforming use (transitional housing) to continue and to convert the existing carriage house into program space at 2203 Fulton Avenue. City Council granted the Notwithstanding Ordinance (Ordinance No. 2010-00222). This took place before the City Planning Commission reviewed Notwithstanding Ordinances for land use matters.

First Step Home applied for an additional Notwithstanding Ordinance in 2013 for their property located at 2211 Fulton Avenue. At that time, they proposed using the building exclusively for offices and meeting space to support the transitional housing property at 2203 Fulton Avenue. The City Planning Commission recommended approval of the Notwithstanding Ordinance, which City Council granted (Ordinance No. 2013-00098).

PROPOSED NOTWITHSTANDING ORDINANCE:

First Step Home is requesting a third Notwithstanding Ordinance to permit an office use in an RMX zoning district at 2215 Fulton Avenue and to waive any associated parking requirements. First Step Home proposes using 2215 Fulton Avenue as the Family Unity Center that will house the new Child Resiliency Program as well as administrative personnel, group treatment facilities, and admissions staff. The Family Unity Center is a place for holistic services which will include treatment to enhance the bonding between women and their children. There is a focus on treatment for the whole family, including significant others, as First Step Home recongizes success in recovery requires the support of those close to the client and their children.

As part of their Notwithstanding Ordinance application, First Step Home also seeks relief from any associated parking requirements for the office use. Most of the women receiving treatment at First Step Home do not have a car and often utilize public transportation, rideshare companies, or are dropped off by family or friends. First Step Home does have several parking spaces among their properties located on Fulton Avenue and has a long-standing relationship with the church across the street which allows access to four parking spaces for staff and/or clients. Additionally, on-street parking exists along Fulton Avenue.

Approval of the requested Notwithstanding Ordinance will allow First Step Home to enhance and continue its services at 2215 Fulton Avenue.

Rehabilitation of 2215 Fulton Avenue

The rehabilitation will convert the existing residential building from housing to become the Family Unity Center offices where family outpatient programs take place. The first, second, and third floors will be included in the rehabilitation. Improvements to the first floor will make it ADA compliant. The first floor will have office spaces for a speech pathologist and child therapist, a child activity area, reception area and bathroom. The second floor will house treatment and administrative offices in addition to a bathroom. The third floor will be prepared for group offices for administration and programming, in addition to a bathroom and a small storage area.

The applicant is requesting relief through the Notwithstanding Ordinance for the following:

Use (Sec. 1405-05)

The proposed office use is not permitted in the RMX zoning district per Sec. 1405-05 of the Cincinnati Zoning Code. The proposed Notwithstanding Ordinance would formalize permission to use the property for offices.

Parking (Sec. 1425-19-A)

Per Sec. 1425-19-A of the Cincinnati Zoning Code, office uses require parking at a ratio of one space per 400 square feet. Based on the 3,552 square feet of gross floor area, nine parking spaces would be required for 2215 Fulton Avenue. The applicant is proposing zero off-street parking spaces.

PUBLIC COMMENT AND NOTIFICATION:

The Department of City Planning held a virtual public staff conference on this proposed Notwithstanding Ordinance on May 17, 2021. Notices were sent to property owners within a 400-foot radius of the subject property and the Walnut Hills Area Council. There were four members of the petitioner's team present,

in addition to Department of City Planning staff members. No members of the public requested access to the meeting.

All property owners within a 400-foot radius of the subject property and the Walnut Hills Area Council were notified of the City Planning Commission meeting on May 20, 2021. The Walnut Hills Area Council submitted a letter of support for the proposed Notwithstanding Ordinance (Exhibit C). The letter highlights the importance of First Step Home's work and their history of being a good neighbor. Staff has not received any additional correspondence to-date.

ANALYSIS:

The Department of City Planning has consistently taken a position to not support any Notwithstanding Ordinances because they do not comply with the Cincinnati Zoning Code that the department is charged with developing and enforcing. However, Cincinnati Municipal Code Section 111-5 establishes a list of factors by which a City Council committee may consider a notwithstanding ordinance application. As such, the City Planning Commission shall consider the following when making a recommendation on notwithstanding ordinances to City Council:

1) Whether the proposed application will not have an adverse effect on the character of the area or the public health, safety and welfare;

   The proposed use and rehabilitation of the building at 2215 Fulton Avenue will not have an adverse effect on the area. The rehabilitation and use of the building will provide much needed services and keep the older building in use.

2) Whether the proposed application is consistent with the purposes of this code and the zoning district where the subject property is located including but not limited to:

   (a) Providing a guide for the physical development of the city.

   Not applicable to this application.

   (b) Preserving the character and quality of residential neighborhoods.

   The proposed Notwithstanding Ordinance would permit the rehabilitation of an existing residential structure at 2215 Fulton Avenue into office space. By using the existing building, the character of the neighborhood is preserved, and the quality of the building will be improved as it undergoes a rehabilitation.

   (c) Fostering convenient, harmonious and workable relationships among land uses.

   The predominant land use surrounding the subject property is transitional and multi-family housing which is compatible with the area. While the proposed use of 2215 Fulton Avenue is for offices, it will retain its appearance and blend seamlessly with the rest of the street.

   First Step Home owns the properties along the west side of Fulton Avenue on this block. Several adjacent properties have apartments for women going through treatment. The addition of services allows First Step Home to provide a safe, effective campus for the women they serve.

(d) Achieving the arrangement of land uses described in the comprehensive plan for the development of the city as may have been adopted by council.

The proposed Notwithstanding Ordinance is consistent with Plan Cincinnati (2012) (see "Consistency with Plans" for further analysis).

(e) Promoting the economic stability of existing land uses and protecting them from intrusions by inharmonious or harmful land uses.

First Step Home has operated on Fulton Avenue for over 20 years. The proposed Notwithstanding Ordinance will permit them to expand their operations in a building designed to meet the needs of their programs.

(f) Providing opportunities for economic development and new housing for all segments of the community.

Not applicable to this application.

(g) Creating pedestrian-friendly environments to reduce reliance on the automobile for travel.

The subject property is located within 0.10 miles walking distance of Gilbert Avenue and 0.20 miles of the E. McMillan Street and Gilbert Avenue intersection. The location provides staff and clients of First Step Home with access to twelve bus stops along four bus lines (SORTA Routes 1, 4, 11, and 31), all within a five-minute walk.

(h) Preventing excessive population densities and overcrowding of land or buildings.

The proposed Notwithstanding Ordinance would permit an office use in a building currently being used in a residential capacity; no additional density or overcrowding is anticipated.

(i) Ensuring the provision of adequate open space for light, air and fire safety.

The proposed Notwithstanding Ordinance does not provide a variance from any other laws of the City of Cincinnati. The owner would need to abide by the building code and fire regulations outlined in the Cincinnati Municipal Code.

(j) Ensuring that development is compatible with the environment, particularly on the hillsides and along the riverfront.

Not applicable to this application.

(k) Promoting the conservation, protection, restoration and enhancement of the historic resources of the city.

The subject property is not located within a historic district. The proposed Notwithstanding Ordinance would permit the rehabilitation of an existing buildings, preserving the built character on the street.

(l) Lessening congestion in the public streets by providing for off-street parking and loading areas for commercial vehicles.

According to Sec. 1425-19-A of the Cincinnati Zoning Code, a total of nine parking spaces are required for the offices at 2215 Fulton Avenue. The proposal

does not provide any off-street parking, and thus seeks relief through the Notwithstanding Ordinance. As previously stated, many of the women receiving treatment at First Step Home do not have a car and often utilize public transportation, rideshare companies, or are dropped off by family or friends. There is parking provided among their properties and at the church across the street, in addition to on-street parking.

(m) Providing effective signage that is compatible with the surrounding urban environment.

Proposed signage for the building was not submitted as part of the application. However, a condition of the proposed Notwithstanding Ordinance is that the property shall remain subject to all other provisions of the Cincinnati Municipal Code, including the RMX, "Residential Mixed," zoning district. This would include any signage regulations.

(n) Setting standards by which a nonconforming use may continue to function and to provide for the adaptive reuse of nonconforming buildings.

One of the recommended conditions, should the City Planning Commission approve the proposed Notwithstanding Ordinance, is that the use of the property should not be considered a nonconforming use.

CONSISTENCY WITH PLANS:

Plan Cincinnati (2012)

The proposed Notwithstanding Ordinance is consistent with *Plan Cincinnati* (2012) in the Sustain Initiative Area, specifically the Goal to "Become a healthier Cincinnati" (page 81). First Step Home empowers women to overcome substance abuse disorders and mental health related issues. The proposed Notwithstanding Ordinance would permit First Step Home to expand their existing social services.

Walnut Hills Reinvestment Plan (2017)

The proposed Notwithstanding Ordinance and this specific area of the neighborhood are not addressed in the *Walnut Hills Reinvestment Plan* (2017). The Plan does have an *Action Item* to "Invest in People, Places, and Homes" (page 42). First Step Home's mission to "help women achieve self-sufficiency and provide a safe and nurturing environment for their children" speaks directly to investing in people.

CONCLUSIONS:

The proposed Notwithstanding Ordinance would permit an office use in an RMX zoning district at 2215 Fulton Avenue and waive all associated parking requirements. Approval of the requested Notwithstanding Ordinance will allow First Step Home to respond to the increased demand for their services in the community and expand their offerings of treatment services while preserving an existing building. The requested relief through the Notwithstanding Ordinance has been found to be reasonable considering the use of Notwithstanding Ordinances for First Step Home on this block and the parking arrangements that have already been made. The proposed Notwithstanding Ordinance is consistent with portions of the *Walnut Hills Reinvestment Plan* (2017) and *Plan Cincinnati* (2012).

The Department of City Planning has consistently taken the position to not support any Notwithstanding Ordinances for land use decisions because they do not comply with the zoning laws that the department is charged with developing and enforcing.

RECOMMENDATION:
The staff of the Department of City Planning recommends that the City Planning Commission take the following action:

DENY the Notwithstanding Ordinance to permit an office use in the Residential Mixed (RMX) zoning district at 2215 Fulton Avenue in Walnut Hills.

1) The Department of City Planning cannot support any Notwithstanding Ordinances for land use decisions because the ordinances do not comply with the zoning laws that the Department of City Planning is charged with developing and enforcing.

If the City Planning Commission decides to recommend approval of the Notwithstanding Ordinance, the City Planning Commission should consider the following conditions:

1) The renovations at 2215 Fulton Avenue must substantially conform to the project specifications outlined in this report and the applicant will provide all required items for building permit review.

2) The Notwithstanding Ordinance does not provide a variance from any other laws of the City of Cincinnati, and the properties shall remain subject to all other provisions of the Cincinnati Municipal Code, RMX, "Residential Mixed," zoning district.

3) The use of the property should not be considered a nonconforming use.

Respectfully submitted:

Stacey Hoffman, Senior City Planner
Department of City Planning

Approved:

Katherine Keough-Jurs, AICP, Director
Department of City Planning

Proposed Notwithstanding Ordinance at 2215 Fulton Avenue in Walnut Hills

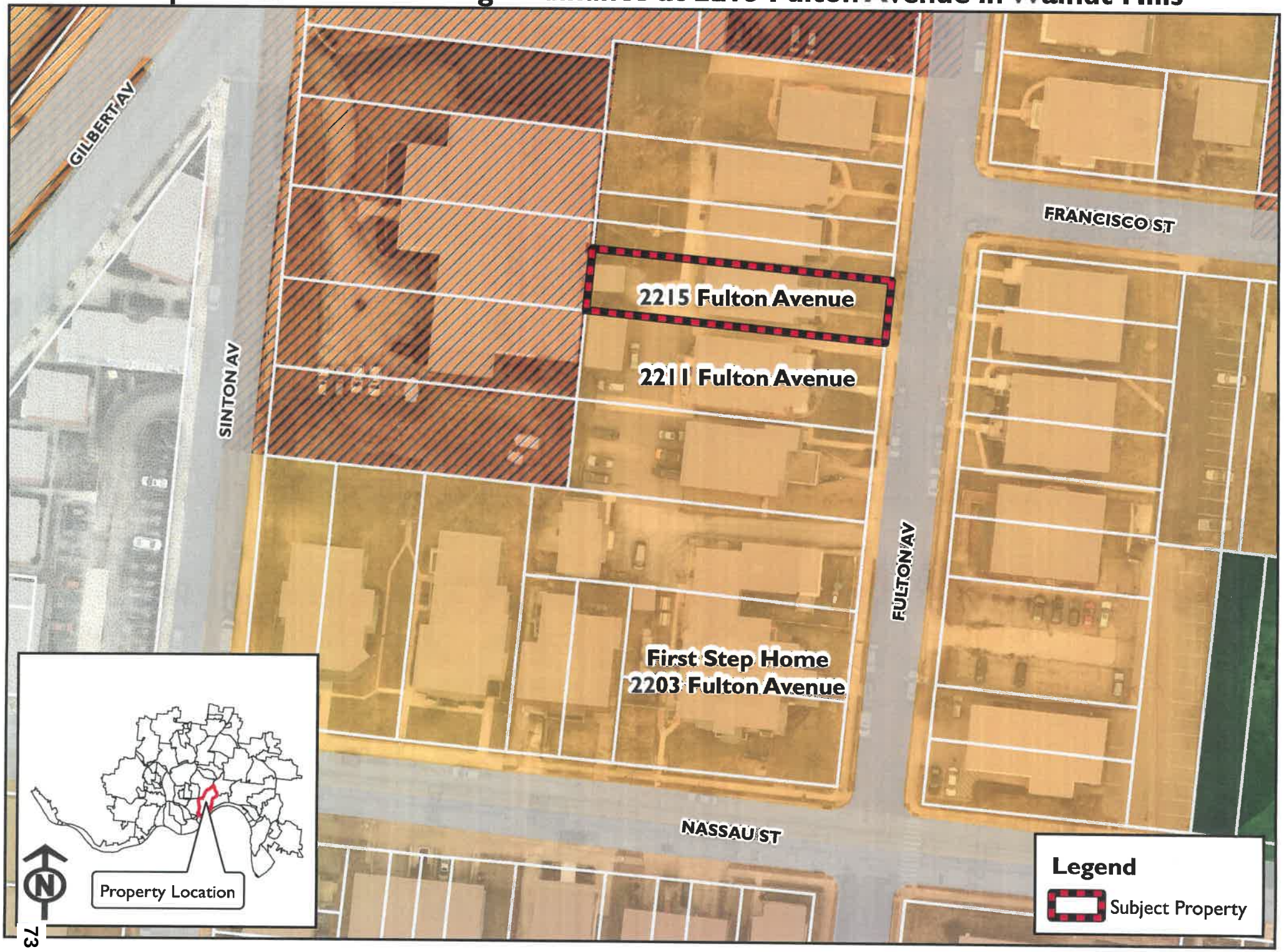


Exhibit B

city of CINCINNATI
CITY PLANNING

805 CENTRAL AVE, SUITE 720
CINCINNATI OHIO 45202
P 513 352 3271
F 513 352 2579
WWW.CINCINNATI-OH.GOV
CAGIS.HAMILTON-CO.ORG

Notwithstanding Ordinance Application

INITIALIZED BY

Part A - Identification

Subject Property Address (Please print in blue or black ink only) 2215 Fulton Ave.		
Applicant - Name (Print) First Step Home, Margo Spence, President & CEO	Phone No 513.961.4663 ext. 106	E-mail Address margo.spence@firststephome.org
Street Number & Name 2211 Fulton Ave.	City / State / Zip Code Cincinnati, OH 45206	Phone No / Fax No 513.961.4663
Relationship of Applicant to Owner:	■ Owner	☐ Lessee ☐ Attorney
Property Owner - Name (Print) First Step Home, Margo Spence, President & CEO	Phone No 513.961.4663 ext. 106	E-mail Address margo.spence@firststephome.org
Street Number & Name 2211 Fulton Ave.	City / State / Zip Code Cincinnati, OH 45206	Phone No / Fax No 513.961.4663

Part B - Submission Requirements (Please provide the following for a complete application)

1. **A copy of the zoning map showing the subject property. A copy may be obtained through the Zoning Administration by emailing zoninginfo@cincinnati-oh.gov or by calling (513) 352-2430.**
2. **A written statement outlining all of the practical difficulties created by following existing legislative and administrative procedures.**
3. **Submit one (1) paper copy and one (1) digital copy of the application to the Director of City Planning at 805 Central Avenue, Suite 720, Cincinnati, Ohio 45202. Payment must be included with the application. (Payable to the City of Cincinnati)**

Part C - Authorization

The applicant or agent undersigned does hereby certify that the information and statements given on the application, drawings, and inspections are to the best of their knowledge, true and correct. The undersigned further certifies their authorization to grant consent to the inspection by employees of the City of Cincinnati of the described premises at any time when work on those premises is ongoing and hereby grants their consent.

Applicant's Signature Margo Spence Margo Spence Digitally signed by Margo Spence Date: 2021.03.24 09:22:02 -04'00' Date 3-24-2021

FOR OFFICE USE ONLY

Reviewed By: [illegible]
City Planning Staff

Processing Fee $1000 PD BY ✓ # 58884

4/23/2021
Date Application Complete

REVISED 06/18 LNM

Notwithstanding Ordinance Application

General Information:
Location: 2215 Fulton Ave, Cincinnati, Ohio 45206
Petitioner: First Step Home Inc.
Petitioner's Address: 2203 Fulton Ave, Cincinnati, Ohio 45206

Attachment: Zoning Map

Background:

First Step Home Inc. ("FSH") is the owner of 2215 Fulton Ave, Cincinnati, Ohio 45206.

First Step Home is requesting a notwithstanding ordinance for 2215 Fulton Ave. to continue to better serve the women and their children receiving treatment and living on its campus. FSH's mission is to empower women to overcome substance abuse disorders so that they can achieve self-sufficiency and provide a safe and nurturing environment for their children.

Currently, 2215 Fulton Ave. is zoned RMX (Residential Mixed) which prohibits office use. The existing two-family residential facility currently contains approximately 3,940 square foot of residential space.

FSH is requesting a notwithstanding ordinance which will allow the property to be used for offices, therefore, allow us to provide a safe, effective campus for the women FSH serves. Increased demand for services in our community necessitates FSH's expansion of treatment services. The current RMX zoning does not allow FSH to appropriately respond to that demand. FSH's main administrative building is located at 2203 Fulton with additional offices at 2211 Fulton. Both properties have received notwithstanding ordinances, in 2010 and 2013 respectively. Several adjoining properties have apartments for the women going through treatment. The City has provided notwithstanding ordinances in the past to support FSH's treatment of women and their children in our community. The NWO has been the most effective and efficient mechanism for the City to respond in a timely fashion as other methods are not readily available.

The rehabilitation will include first, second and third story rehab and construction:

- Rehabilitation of 2215 Fulton Ave from housing to become the Family Unity Center offices and family outpatient programs
- Electrical and HVAC work in basement
- Making the first floor ADA accessible with a ramp and wheelchair accessible bathroom
- Making the first floor ready for a Child Resiliency Program office, 'play-room' for the children in treatment, including therapist room, waiting/greeting area in the front hall, kitchenette, and rehabbed bath.
- Making the second floor ready for treatment and administrative offices and bathroom
- Making a new staircase from the second floor to the third floor
- Making the third floor ready for group offices for administration and programming

The Family Unity Center will house the new Child Resiliency Program as well as administrative personnel, group treatment facilities and admissions staff. The Family Unity Center is a place for holistic services which will include treatment to enhance the bonding between women and their babies and children. There will be a strong emphasis on trauma and other mental health related issues, with a focus on

treatment for the whole family, including significant others, as FSH recongizes success in recovery requires the support of those close to the client and their children.

The first floor will have office spaces for a speech pathologist and child therapist, a child activity area, reception area and bathroom. The second floor will have offices for the associate accountant, an assistant accountant, and a development associate, a bathroom and a small storage area. The third floor will have offices for two Intensive Outpatient Therapists, project manager, and other personnel. Rehabbing the third floor allows us room for growth as an agency and frees up space in our main treatment facility, bringing staff over to create more room for beds for clients and their children in residential treatment.

FSH also respectfully requests that any associated parking requirement for office use at the property also be waived or included in the notwithstanding ordinance. Most of the women receiving treatment at FSH do not have a car. They utilize public transportation, rideshare companies like Uber/Lyft or are dropped off by friends or family. FSH does have a number of parking spaces "on campus" and has a long-standing relationship with the church across the street which allows access to 4 parking spaces for staff and/or clients. On any given day, there is adequate availability of parking in the general vicinity of the property including on-street parking.

2236 GILBERT LLC
7395 DRAKE RD
CINCINNATI, OH 45243

ADVANCE LINKS LLC
3745 HARVARD ACRES
CINCINNATI, OH 45227

ATAMAN, CLAIRE NEMIDE
2158 SINTON AVE
CINCINNATI, OH 45206

BERGER, KIMBERLY
2160 SINTON AVE
CINCINNATI, OH 45206

BINFORD PROPERTIES LLC
2471 LEGENDS WAY
FT MITCHELL, KY 41017-3480

BROWN, TIANNA
927 NASSAU ST
CINCINNATI, OH 45206

BYES, KENNETH
919 NASSAU ST
CINCINNATI, OH 45206

CABLE HOUSE PROPERTIES LLC
2245 GILBERT AVE
CINCINNATI, OH 45206

CARGILE, OBIE L @11
2225 ST JAMES AVE
CINCINNATI, OH 45206

CINCINNATI CHURCH OF THE BRETHREN
950 NASSAU ST
CINCINNATI, OH 45206

CINCINNATI METROPOLITAN HOUSING AUTHORITY
1635 WESTERN AVE
CINCINNATI, OH 45214

FIRST STEP HOME HOLDINGS LLC
2211 FULTON AVE
CINCINNATI, OH 45206

THE FIRST STEP HOME INC
2118 ST MICHAEL ST
CINCINNATI, OH 45204

THE FIRST STEP HOME INC
2203 FULTON AVE
CINCINNATI, OH 45206

FULTON CHATEAU LTD
7778 E KEMPER RD
CINCINNATI, OH 45249

FULTON HOTEL INC
2208 FULTON AVE
CINCINNATI, OH 45206

GILBERT AVENUE DEVELOPMENT 2020 LLC
2550 WOODBURN AVE
CINCINNATI, OH 45206

GONZALEZ, JULIO
4159 ALLENDALE DR APT
CINCINNATI, OH 45209

GOODMAN, FREDERICK
2221 SAINT JAMES AVE
CINCINNATI, OH 45206-2614

HAJJAR, MAJED
906 NASSAU ST
CINCINNATI, OH 45206

HAMILTON COUNTY LAND REUTILIZATION CORPORATION
3 EAST FOURTH STREET
CINCINNATI, OH 45202

HOME STAY I LLC
3608 EASTERN AVE
CINCINNATI, OH 45226

HYDE PARK REALTY INVESTMENTS
4960 RIDGE AVE
CINCINNATI, OH 45209

IIKUBO, TOMO
3081 PROMENADE CIR
ANN ARBOR, MI 48108

JACKSON, KATRINA & JOHN
929 NASSAU STREET
CINCINNATI, OH 45206

KRAMER, STEVEN
917 NASSAU ST
CINCINNATI, OH 45206

LEY, DANIEL
2164 SINTON AVE
CINCINNATI, OH 45206

OHAIR, JANET
2217 SAINT JAMES AVE
CINCINNATI, OH 45206-2614

POINDEXTER, DAVID & BRENDA
800 STANTON AVE
TERRACE PARK, OH 45174

RICHARD, LISA &
STEVEN WESLEY CROUT
957 NASSAU ST
CINCINNATI, OH 45206-2624

ROTH, DAVID
c/o RAW PROPERTY MGMT
5535 COLERAIN AVE
CINCINNATI, OH 45239

RUFFIN, MYKEA
2236 FULTON AVE
CINCINNATI, OH 45206

SECOND TRINITY BAPTIST CHURCH
911 NASSAU ST
CINCINNATI, OH 45206

SMITH, SUNGIA
921 NASSAU ST
CINCINNATI, OH 45206

SPIEGEL, ROGER & MARY
2150 UNION CHAPEL RD
BATAVIA, OH 45103

STRADTMAN, DANA & ROBERT
959 FRANCISCO ST
CINCINNATI, OH 45206

TEMPLETON, GARY
955 FRANCISCO ST
CINCINNATI, OH 45206

VINSON, LYNNETTE
923 NASSAU ST
CINCINNATI, OH 45206

VLS PROPERTIES LLC
2230 GILBERT AVE
CINCINNATI, OH 45237

WADE, BRITTANY
2162 SINTON AVE
CINCINNATI, OH 45206

WITRY, JOHN
963 FRANCISCO ST
CINCINNATI, OH 45206

YOUNGBLOOD, DORENE
961 FRANCISCO
CINCINNATI, OH 45206

WALNUT HILLS AREA COUNCIL
2640 KEMPER LANE
CINCINNATI, OH 45206

Exhibit C

area council

2640 kemper lane
cincinnati ohio 45206

www.wearewalnuthills.org

August 28, 2020

Honorable Mayor John Cranley
City Council Members
801 Plum Street
Cincinnati, Ohio 45202

Delightful Day:

The Walnut Hills Area Council (WHAC) supports First Step Home's ongoing efforts to enhance their services to children through the Child Resiliency Program. The WHAC has been a supporter of First Step Home since they first joined the fabric of our community over twenty-years ago. The ability of First Step Home to recognize the importance of the mothers' role, in breaking the cycle of addiction and returning to society as productive mothers and citizens - without separating parent & child has been an innovation that the WHAC has fully supported. The Child Resiliency Program which enhances mental health, speech and medical services for children in their care is First Step Home's next innovation.

Launched in 2019 the Child Resiliency Program has been a success during its first year. It does require additional and coordinated space to provide specialized services for the children of their clients and First Step Home has identified one of the homes that they currently own as the Family Unity Center. The house is located at 2215 Fulton Avenue. The building will provide them a reasonable investment level compared with buying a new building or using a building that would need extensive additions. First Step Home shared with the WHAC they anticipate treating about 150 children, women, and families in the Family Unity Center next year.

As, I stated earlier, the WHAC has been a supporter of First Step Home since they first joined the fabric of our community over twenty-years ago; we are impressed with the work they do and the resources they rally around women who are in need of services and housing.

Share your joy,

Kathryne Gardette
President, Walnut Hills Area Council

2236 GILBERT LLC
7395 DRAKE RD
CINCINNATI, OH 45243

ADVANCE LINKS LLC
3745 HARVARD ACRES
CINCINNATI, OH 45227

ATAMAN, CLAIRE NEMIDE
2158 SINTON AVE
CINCINNATI, OH 45206

BERGER, KIMBERLY
2160 SINTON AVE
CINCINNATI, OH 45206

BINFORD PROPERTIES LLC
2471 LEGENDS WAY
FT MITCHELL, KY 41017-3480

BROWN, TIANNA
927 NASSAU ST
CINCINNATI, OH 45206

BYES, KENNETH
919 NASSAU ST
CINCINNATI, OH 45206

CABLE HOUSE PROPERTIES LLC
2245 GILBERT AVE
CINCINNATI, OH 45206

CARGILE, OBIE L @11
2225 ST JAMES AVE
CINCINNATI, OH 45206

CINCINNATI CHURCH OF THE BRETHREN
950 NASSAU ST
CINCINNATI, OH 45206

CINCINNATI METROPOLITAN HOUSING AUTHORITY
1635 WESTERN AVE
CINCINNATI, OH 45214

FIRST STEP HOME HOLDINGS LLC
2211 FULTON AVE
CINCINNATI, OH 45206

THE FIRST STEP HOME INC
2118 ST MICHAEL ST
CINCINNATI, OH 45204

THE FIRST STEP HOME INC
2203 FULTON AVE
CINCINNATI, OH 45206

FULTON CHATEAU LTD
7778 E KEMPER RD
CINCINNATI, OH 45249

FULTON HOTEL INC
2208 FULTON AVE
CINCINNATI, OH 45206

GILBERT AVENUE DEVELOPMENT 2020 LLC
2550 WOODBURN AVE
CINCINNATI, OH 45206

GONZALEZ, JULIO
4159 ALLENDALE DR APT
CINCINNATI, OH 45209

GOODMAN, FREDERICK
2221 SAINT JAMES AVE
CINCINNATI, OH 45206-2614

HAJJAR, MAJED
906 NASSAU ST
CINCINNATI, OH 45206

HAMILTON COUNTY LAND REUTILIZATION CORPORATION
3 EAST FOURTH STREET
CINCINNATI, OH 45202

HOME STAY I LLC
3608 EASTERN AVE
CINCINNATI, OH 45226

HYDE PARK REALTY INVESTMENTS
4960 RIDGE AVE
CINCINNATI, OH 45209

IIKUBO, TOMO
3081 PROMENADE CIR
ANN ARBOR, MI 48108

JACKSON, KATRINA & JOHN
929 NASSAU STREET
CINCINNATI, OH 45206

KRAMER, STEVEN
917 NASSAU ST
CINCINNATI, OH 45206

LEY, DANIEL
2164 SINTON AVE
CINCINNATI, OH 45206

OHAIR, JANET
2217 SAINT JAMES AVE
CINCINNATI, OH 45206-2614

POINDEXTER, DAVID & BRENDA
800 STANTON AVE
TERRACE PARK, OH 45174

RICHARD, LISA &
STEVEN WESLEY CROUT
957 NASSAU ST
CINCINNATI, OH 45206-2624

ROTH, DAVID
c/o RAW PROPERTY MGMT
5535 COLERAIN AVE
CINCINNATI, OH 45239

RUFFIN, MYKEA
2236 FULTON AVE
CINCINNATI, OH 45206

SECOND TRINITY BAPTIST CHURCH
911 NASSAU ST
CINCINNATI, OH 45206

SMITH, SUNGIA
921 NASSAU ST
CINCINNATI, OH 45206

SPIEGEL, ROGER & MARY
2150 UNION CHAPEL RD
BATAVIA, OH 45103

STRADTMAN, DANA & ROBERT
959 FRANCISCO ST
CINCINNATI, OH 45206

TEMPLETON, GARY
955 FRANCISCO ST
CINCINNATI, OH 45206

VINSON, LYNNETTE
923 NASSAU ST
CINCINNATI, OH 45206

VLS PROPERTIES LLC
2230 GILBERT AVE
CINCINNATI, OH 45237

WADE, BRITTANY
2162 SINTON AVE
CINCINNATI, OH 45206

WITRY, JOHN
963 FRANCISCO ST
CINCINNATI, OH 45206

YOUNGBLOOD, DORENE
961 FRANCISCO
CINCINNATI, OH 45206

WALNUT HILLS AREA COUNCIL
2640 KEMPER LANE
CINCINNATI, OH 45206

city of CINCINNATI
CITY PLANNING

June 9, 2021

Cincinnati City Council
Council Chambers, City Hall
Cincinnati, Ohio 45202

Dear Members of Council:

We are transmitting hereith an Emergency Ordinance captioned as follows:

> **AUTHORIZING** the existing building located at 2215 Fulton Avenue in the Walnut Hills neighborhood to be renovated and used as an office NOTWITHSTANDING the provisions of Section 1405-05, "Land Use Regulations," of Chapter 1405, "Residential Multi-Family," and Section 1425-19-A, "Off-Street Parking and Loading Requirements," of Chapter 1425, "Parking and Loading Regulations," of the Cincinnati Zoning Code and any other applicable provisions of the Cincinnati Zoning Code and the Cincinnati Municipal Code.

Summary:
First Step Home requested a Notwithstanding Ordinance to permit an office use in a Residential Mixed (RMX) zoning district at 2215 Fulton Avenue and waive all associated parking requirements. Approval of the requested Notwithstanding Ordinance will allow First Step Home to respond to the increased demand for their services in the community and expand their offerings of treatment services while preserving an existing building.

First Step Home proposes using 2215 Fulton Avenue as the Family Unity Center that will house the new Child Resiliency Program as well as administrative personnel, group treatment facilities, and admissions staff. First Step Home also seeks relief from any associated parking requirements for the office use. Most of the women receiving treatment at First Step Home do not have a car and often utilize public transportation, rideshare companies, or are dropped off by family or friends. First Step Home does have several parking spaces among their properties located on Fulton Avenue and has a long-standing relationship with the church across the street which allows access to four parking spaces for staff and/or clients. Additionally, on-street parking exists along Fulton Avenue.

The requested relief through the Notwithstanding Ordinance has been found to be reasonable considering the use of Notwithstanding Ordinances for First Step Home on this block and the parking arrangements that have already been made. The proposed Notwithstanding Ordinance is consistent with portions of the *Walnut Hills Reinvestment Plan* (2017) and *Plan Cincinnati* (2012).

The Department of City Planning has consistently taken the position to not support any Notwithstanding Ordinances for land use decisions because they do not comply with the zoning laws that the department is charged with developing and enforcing.

The City Planning Commission recommended the following on June 4, 2021 to City Council:

> **APPROVE** the Notwithstanding Ordinance to permit an office use in the Residential Mixed (RMX) zoning district at 2215 Fulton Avenue in Walnut Hills with the following conditions:
>
> 1) The renovations at 2215 Fulton Avenue must substantially conform to the project specifications outlined in this report and the applicant will provide all required items for building permit review.

2) The Notwithstanding Ordinance does not provide a variance from any other laws of the City of Cincinnati, and the properties shall remain subject to all other provisions of the Cincinnati Municipal Code, RMX, "Residential Mixed," zoning district.

3) The use of the property should not be considered a nonconforming use.

Motion to Approve:	Mr. Samad	Ayes:	Mr. Juech Ms. McKinney Mr. Samad Mr. Smitherman Mr. Stallworth
Seconded:	Mr. Smitherman		

THE CITY PLANNING COMMISSION

Katherine Keough-Jurs, AICP, Director
Department of City Planning and Engagement

city of CINCINNATI

Interdepartment Correspondence Sheet

June 9, 2021

To: Sheila Andrews, Office of the Clerk of Council

From: Katherine Keough-Jurs, AICP, Director KKJ
Department of City Planning and Engagement

Copies to: Stacey Hoffman, Senior City Planner

Subject: Emergency Ordinance – Notwithstanding Ordinance Authorizing Use of 2215 Fulton Avenue as Offices and Waiving Parking Requirements for First Step Home

---

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 June 4, 2021;
3) The Emergency Ordinance **AUTHORIZING** the existing building located at 2215 Fulton Avenue in the Walnut Hills neighborhood to be renovated and used as an office NOTWITHSTANDING the provisions of Section 1405-05, "Land Use Regulations," of Chapter 1405, "Residential Multi-Family," and Section 1425-19-A, "Off-Street Parking and Loading Requirements," of Chapter 1425, "Parking and Loading Regulations," of the Cincinnati Zoning Code and any other applicable provisions of the Cincinnati Zoning Code and the Cincinnati Municipal Code;
4) The mailing labels for notification of all property owners within the 400-feet of the subject property and the Walnut Hills Area Council; and
5) A copy of the mailing labels for your records

city of CINCINNATI

Interdepartment Correspondence Sheet

June 9, 2021

To: Mayor and Members of City Council 202102136

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – FY 2020 Staffing for Adequate Fire and Emergency Response (SAFER) Grant**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to $13,597,701.60 from the Department of Homeland Security, Federal Emergency Management Agency, FY 2020 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program (Assistance Listing 97.083) to fully fund the salary and benefits of up to 40 recruits for the Cincinnati Fire Department for three years; further AUTHORIZING the Finance Director to receive and deposit the grant funds into Fire Grants Fund 472.

Approval of this Emergency Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant of up to $13,597,701.60 from the Department of Homeland Security, Federal Emergency Management Agency, FY 2020 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program (Assistance Listing 97.083) to fully fund the salary and benefits of up to 40 recruits for the Cincinnati Fire Department for three years. Approval of this Emergency Ordinance further authorizes the Finance Director to receive and deposit the grant funds into Fire Grants Fund 472.

This grant does not require matching funds. However, the grant will not fund the purchase of non-personnel expenses for the recruit class, including uniforms, personal protective equipment (PPE), psychological testing, books, and other ancillary items needed to train and outfit the class, totaling up to $601,130. Funding to support the non-personnel expenditures is included in the Recommended FY 2022 Budget.

There are 40.0 FTE associated with the grant. However, the authorized budgeted sworn strength will not be exceeded.

The Cincinnati Fire Department has already applied for the grant to meet the March 12, 2021 deadline but will not accept funding without City Council approval.

This Emergency Ordinance is in accordance with the "Live" goal to "create a more livable community" as described on page 156 of Plan Cincinnati (2012).

The reason for the emergency is the need to ensure acceptance of the grant within 30 days of the award, as required by the grant.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

E M E R G E N C Y

KMB

- 2021

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to $13,597,701.60 from the Department of Homeland Security, Federal Emergency Management Agency, FY 2020 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program (Assistance Listing 97.083) to fully fund the salary and benefits of up to 40 recruits for the Cincinnati Fire Department for three years; and further AUTHORIZING the Finance Director to receive and deposit the grant funds into Fire Grants Fund 472.

WHEREAS, there is a grant available in the approximate amount of $13,597,701.60 from the Department of Homeland Security, Federal Emergency Management Agency, FY 2020 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program (Assistance Listing 97.083), which will be used to fully fund the salary and benefits of up to 40 recruits in the Cincinnati Fire Department for three years; and

WHEREAS, the grant will provide resources for a new recruit class resulting in up to 40 additional FTEs but will not result in the authorized budgeted sworn strength being exceeded; and

WHEREAS, the grant will provide 100% of the salary and fringe benefit costs of the new recruit class for three years, without requiring matching funds; and

WHEREAS, the grant will not fund the purchase of non-personnel expenses for the recruit class, including uniforms, personal protective equipment, psychological testing, books, and other ancillary items needed to train and outfit the class, totaling up to $601,130; and

WHEREAS, funding to support the non-personnel expenditures is included in the Recommended FY 2022 Budget; and

WHEREAS, the Cincinnati Fire Department has already applied for the grant to meet the March 12, 2021 deadline, but will not accept funding without City Council approval; and

WHEREAS, this ordinance is in accord with the "Live" goal to "Create a more livable community" as described on page 156 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant in an amount up to $13,597,701.60 from the Department of Homeland Security, Federal Emergency Management Agency FY 2020 Staffing for Adequate Fire and Emergency Response

Grant Program to fully fund the salary and benefits of up to 40 recruits in the Cincinnati Fire Department for three years.

Section 2. That the Finance Director is authorized to receive and deposit the grant funds into Fire Grants Fund 472.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the need to ensure acceptance of the grant within 30 days of the award, as required by the grant.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

June 9, 2021

To: Mayor and Members of City Council 202102137

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – FY 2022 General Fund Appropriation for the African American Chamber of Commerce**

Attached is an Emergency Ordinance captioned:

> **PROVIDING** for the appropriation of funds and authorization of expenditures from the General Fund 050 in the amount of $325,000 as leveraged support for the African American Chamber of Commerce for the fiscal year beginning July 1, 2021, and ending June 30, 2022, reflecting a portion of the Recommended FY 2022 General Fund Operating Budget totaling $441,113,700, per the attached Schedule of Appropriation, in order to provide for the current expenses and other expenses of the City of Cincinnati.

This Emergency Ordinance would provide leveraged support funding for the African American Chamber of Commerce in the amount of $325,000 as included in the Recommended FY 2022 General Fund Operating Budget according to the attached Schedule of Appropriation.

The reason for the emergency is ensure that necessary funding is in place prior to the beginning of Fiscal Year 2022, which begins on July 1, 2021, for the current expenses and other expenses of the City of Cincinnati including leveraged support for the African American Chamber of Commerce.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

City of Cincinnati

AKS

BWG

An Ordinance No._____ - 2021

PROVIDING for the appropriation of funds and authorization of expenditures from General Fund 050 in the amount of $325,000 as leveraged support for the African American Chamber of Commerce for the fiscal year beginning July 1, 2021 and ending June 30, 2022, reflecting a portion of the Recommended FY 2022 General Fund Operating Budget totaling $441,113,700, per the attached Schedule of Appropriation, in order to provide for the current expenses and other expenses of the City of Cincinnati.

WHEREAS, it is necessary in order to provide for the usual daily operations of various departments of the City of Cincinnati, Ohio, during the fiscal year beginning July 1, 2021 and ending June 30, 2022, which operations are financed from the General Fund, that funds be appropriated for the purposes hereinafter set forth; and

WHEREAS, leveraged support funding in the amount of $325,000 is being provided to the African American Chamber of Commerce as part of the Recommended FY 2022 General Fund Operating Budget; and

WHEREAS, the leveraged support funding will be appropriated to the Department of Community and Economic Development operating budget account no. 050x161x7400; now, therefore,

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

Section 1. That, in order to provide for the current expenses and other expenses of the City of Cincinnati from the General Fund during the fiscal year beginning July 1, 2021 and ending June 30, 2022, there is appropriated out of the monies in the treasury, or any accruing revenues of the City available for such purposes, the sum of $325,000 as set forth in the attached Schedule of Appropriation, Schedule 1, for the purpose of providing leveraged support funding for the African American Chamber of Commerce.

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

Section 3. That the effective date of this ordinance shall be July 1, 2021.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to ensure that necessary funding is in place prior to the beginning of Fiscal Year 2022, which begins on July 1, 2021, for the current expenses and other expenses of the City of Cincinnati including leveraged support for the African American Chamber of Commerce.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

SCHEDULE OF APPROPRIATION (AFRICAN AMERICAN CHAMBER OF COMMERCE LEVERAGED SUPPORT)
FY 2022 GENERAL FUND OPERATING BUDGET

SCHEDULE 1. That there be appropriated from the General Fund (050) for the fiscal year 2022, the sums set forth in the columns designated '7100, 7500 Salaries and Benefits, Non-Personnel 7200-7400, Properties 7600, Debt 7700' and 'Total Appropriation':

Agency	Fund	Agency	Salaries and Benefits 7100, 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
Community & Economic Development							
Economic Development and Major/Special Projects Division	050	161		**325,000**			**325,000**
Total General Fund			**-**	**325,000**	**-**	**-**	**325,000**

SCHEDULE OF APPROPRIATION (AFRICAN AMERICAN CHAMBER OF COMMERCE LEVERAGED SUPPORT)
FY 2022 GENERAL FUND OPERATING BUDGET

SCHEDULE 1. That there be appropriated from the General Fund (050) for the fiscal year 2022, the sums set forth in the columns designated '7100, 7500 Salaries and Benefits, Non-Personnel 7200-7400, Properties 7600, Debt 7700' and 'Total Appropriation':

Agency	Fund	Agency	Salaries and Benefits 7100, 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
Community & Economic Development							
Economic Development and Major/Special Projects Division	050	161		**325,000**			**325,000**
Total General Fund			**-**	**325,000**	**-**	**-**	**325,000**

city of CINCINNATI
Interdepartment Correspondence Sheet

June 9, 2021

To: Mayor and Members of the City Council 202102143

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – FY 2021 All Funds Mid-Year Operating Budget Adjustment**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the transfer of the sum of $230,010 within General Fund 050, from and to various operating accounts of the General Fund according to the attached Schedule of Transfer, for the purpose of realigning and providing funds for the ongoing needs of City departments; and AUTHORIZING the transfer of the sum of $226,386 within the various Restricted Funds, from and to various operating accounts and the unappropriated surplus of the respective Restricted Funds according to the attached Schedule of Transfer, for the purpose of realigning and providing funds for the ongoing needs of City departments.

Approval of this Emergency Ordinance authorizes the transfer of the sum of $230,010 within the General Fund 050, from and to various operating account of the General Fund according to the attached Schedule of Transfer for the purpose of realigning and providing funds for the ongoing needs of City departments. Approval of this Emergency Ordinance further authorizes the transfer of the sum of $226,386 within various Restricted Funds according to the attached Schedule of Transfer for the purpose of realigning and providing funds for the ongoing needs of City departments.

The attached Emergency Ordinance balances the City's General Fund and various Restricted Funds' operating budget accounts for FY 2021. The accounts are balanced by transferring appropriations within and between various departments in various funds. Ordinance Nos. 0179-2021 and 0161-2021, the General Fund and the Restricted Funds Final Adjustment Ordinance (FAO) respectively, assumed certain savings and needs that have since changed for several departments. An explanation of the shortfalls that have arisen since the Final Adjustment Ordinances are outlined below.

GENERAL FUND TRANSFERS WITHIN CURRENT APPROPRIATIONS

A total of $168,010 will be transferred within current appropriations in order to offset various anticipated needs.

City Council – $2,500

Non-personnel savings in Councilmember Young's office will be transferred to offset a personnel need in the same office.

City Manager's Office – $25,000
A transfer of $25,000 in non-personnel savings from the Office of Budget & Evaluation will be used to offset a non-personnel need in the City's Manager Office for a Citicable camera. This will ensure broadcasts of public meetings can continue uninterrupted.

Cincinnati Fire Department – $17,000
A total of $17,000 in non-personnel telephone resources will be transferred between agencies to re-align appropriations with anticipated expenditures.

Non-Departmental Accounts – $123,510
Lump Sum Payment account savings will be transferred to address a $98,510 need in Workers' Compensation Insurance. Lump Sum Payment account savings will also be used to offset a $25,000 need in the Police and Fire Fighters' Insurance account for additional death benefits payments.

GENERAL FUND TRANSFERS RESULTING IN A SUPPLEMENTAL APPROPRIATION

Three departments require supplemental appropriations totaling $62,000. These needs will be offset by expenditure savings generated by one other city department and a non-departmental account.

City Council – $2,000
Previously, the City Council was not included in the year-end accrual accounting process. With the change in the pay cycle for City Councilmembers from monthly to bi-weekly, this budget is now subject to this process and a one-time personnel adjustment of $2,000 is necessary to accommodate this transition.

Department of Community and Economic Development – $50,000
The FY 2020 leveraged support contract for the Chamber of Commerce – Immigrant Center Partnership (COMPASS) was not executed. An additional $50,000 in non-personnel resources is required to meet this leveraged support commitment.

Department of Economic Inclusion – $10,000
The department has a $10,000 personnel need due to unanticipated retroactive pay.

RESTRICTED FUNDS TRANSFERS WITHIN CURRENT APPROPRIATIONS

Department of Public Services -- $168,174
The Department of Public Services (DPS) has a $100,000 personnel need in Street Construction, Maintenance, and Repair Fund 301 due to lower than expected reimbursements. This need will be offset by non-personnel savings in the same fund. DPS has an additional personnel need of $68,174 in Income Tax-Infrastructure Fund 302, which will be offset by non-personnel savings in the same fund.

RESTRICTED FUNDS TRANSFERS RESULTING IN A SUPPLEMENTAL APPROPRIATION

Non-Departmental Accounts – $58,212

A total of $43,760 will be transferred from the unappropriated surplus of various Restricted Funds in order to address needs arising from Workers' Compensation Insurance payments due to the State of Ohio. An additional $14,452 will be transferred from the unappropriated surplus of the Public Employee Assistance Program (PEAP) Fund 420 to address a non-personnel need resulting from higher than anticipated General Fund Overhead expenses.

The reason for the emergency is the immediate need to allow for the continuation of uninterrupted services through the end of the fiscal year.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

City of Cincinnati

KKF

BWG

An Ordinance No. _____ - 2021

AUTHORIZING the transfer of the sum of $230,010 within General Fund 050, from and to various operating accounts of the General Fund according to the attached Schedule of Transfer, for the purpose of realigning and providing funds for the ongoing needs of City departments; and AUTHORIZING the transfer of the sum of $226,386 within the various Restricted Funds, from and to various operating accounts and the unappropriated surplus of the respective Restricted Funds according to the attached Schedule of Transfer, for the purpose of realigning and providing funds for the ongoing needs of City departments.

WHEREAS, a need has arisen since the beginning of Fiscal Year 2021 to transfer various sums according to the attached Schedule of Transfer in order to realign and provide funds for the ongoing needs of City departments; now, therefore,

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

Section 1. That the sum of $230,010 existing within General Fund 050 is hereby transferred within said fund according to the attached Schedule of Transfer for the purpose of realigning certain operating accounts and for providing funds for the ongoing needs of City departments.

Section 2. That the sum of $226,386 existing within the various Restricted Funds is hereby transferred within said funds according to the attached Schedule of Transfer for the purpose of realigning certain operating accounts and for providing funds for the ongoing needs of City departments.

Section 3. That the proper City officials are hereby authorized to do all things necessary and proper to carry out the terms of Sections 1 through 2 hereof and the Schedule of Transfer attached hereto.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to allow for the continuation of uninterrupted services through the end of the fiscal year.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 050 General Fund

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
TRANSFERS WITHIN APPROPRIATIONS					**TRANSFERS WITHIN APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
CITY COUNCIL					CITY COUNCIL				
COUNCILMEMBER WENDAL YOUNG	050	017	7200	2,500	COUNCILMEMBER WENDAL YOUNG	050	017	7100	2,500
CITY MANAGER'S OFFICE					CITY MANAGER'S OFFICE				
BUDGET & EVALUATION	050	102	7200	25,000	OFFICE OF THE CITY MANAGER	050	101	7200	25,000
CINCINNATI FIRE DEPARTMENT					CINCINNATI FIRE DEPARTMENT				
NON-RESPONSE	050	272	7200	17,000	RESPONSE	050	271	7200	17,000
NON-DEPARTMENTAL ACCOUNTS					NON-DEPARTMENTAL ACCOUNTS				
LUMP SUM PAYMENTS	050	924	7100	123,510	WORKERS' COMPENSATION INSURANCE	050	921	7500	98,510
					POLICE AND FIRE FIGHTERS' INSURANCE	050	922	7400	25,000
Subtotal Transfers Within Appropriations				**168,010**	**Subtotal Transfers Within Appropriations**				**168,010**
SUPPLEMENTAL APPROPRIATIONS					**SUPPLEMENTAL APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
CITY MANAGER'S OFFICE					CITY COUNCIL				
BUDGET & EVALUATION	050	102	7200	40,000	CITY COUNCIL MEMBERS - PAYROLL AND FRINGES	050	019	7100	2,000
NON-DEPARTMENTAL ACCOUNTS					DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT				
LUMP SUM PAYMENTS	050	924	7100	22,000	HOUSING DIVISION	050	162	7400	50,000
					DEPARTMENT OF ECONOMIC INCLUSION				
					CONTRACT COMPLIANCE	050	281	7100	10,000
Subtotal Supplemental Appropriations				**62,000**	**Subtotal Supplemental Appropriations**				**62,000**
TOTAL FUND 050 REDUCTIONS				**230,010**	**TOTAL FUND 050 INCREASES**				**230,010**

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 102 Parking System Facilities

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
SUPPLEMENTAL APPROPRIATIONS					**SUPPLEMENTAL APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
NON-DEPARTMENTAL ACCOUNTS					NON-DEPARTMENTAL ACCOUNTS				
Unappropriated Surplus	102			116	WORKERS' COMPENSATION INSURANCE	102	921	7500	116
Subtotal Supplemental Appropriations				116	**Subtotal Supplemental Appropriations**				116
TOTAL FUND REDUCTIONS				116	**TOTAL FUND INCREASES**				116

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 107 Stormwater Management

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
SUPPLEMENTAL APPROPRIATIONS					**SUPPLEMENTAL APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
NON-DEPARTMENTAL ACCOUNTS					NON-DEPARTMENTAL ACCOUNTS				
Unappropriated Surplus	107			1,127	WORKERS' COMPENSATION INSURANCE	107	921	7500	1,127
Subtotal Supplemental Appropriations				**1,127**	**Subtotal Supplemental Appropriations**				**1,127**
TOTAL FUND REDUCTIONS				**1,127**	**TOTAL FUND INCREASES**				**1,127**

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 205 Fuel System

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
SUPPLEMENTAL APPROPRIATIONS					**SUPPLEMENTAL APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
NON-DEPARTMENTAL ACCOUNTS					NON-DEPARTMENTAL ACCOUNTS				
Unappropriated Surplus	205			1,450	WORKERS' COMPENSATION INSURANCE	205	921	7500	1,450
Subtotal Supplemental Appropriations				**1,450**	**Subtotal Supplemental Appropriations**				**1,450**
TOTAL FUND REDUCTIONS				**1,450**	**TOTAL FUND INCREASES**				**1,450**

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 209 Property Management

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
SUPPLEMENTAL APPROPRIATIONS					**SUPPLEMENTAL APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
NON-DEPARTMENTAL ACCOUNTS					NON-DEPARTMENTAL ACCOUNTS				
Unappropriated Surplus	209			837	WORKERS' COMPENSATION INSURANCE	209	921	7500	837
Subtotal Supplemental Appropriations				837	**Subtotal Supplemental Appropriations**				837
TOTAL FUND REDUCTIONS				837	**TOTAL FUND INCREASES**				837

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 301 Street Construction, Maintenance, and Repair

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
TRANSFERS WITHIN APPROPRIATIONS					**TRANSFERS WITHIN APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
DEPARTMENT OF PUBLIC SERVICES					DEPARTMENT OF PUBLIC SERVICES				
TRANSPORTATION AND ROAD OPERATIONS	301	252	7300	57,194	TRANSPORTATION AND ROAD OPERATIONS	301	252	7100	100,000
NEIGHBORHOOD OPERATIONS	301	253	7300	42,806					
Subtotal Transfers Within Appropriations				100,000	**Subtotal Transfers Within Appropriations**				100,000
TOTAL FUND REDUCTIONS				**100,000**	**TOTAL FUND INCREASES**				**100,000**

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 302 Income Tax-Infrastructure Fund

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
TRANSFERS WITHIN APPROPRIATIONS					**TRANSFERS WITHIN APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
DEPARTMENT OF PUBLIC SERVICES					DEPARTMENT OF PUBLIC SERVICES				
TRANSPORTATION AND ROAD OPERATIONS	302	252	7200	55,138	TRANSPORTATION AND ROAD OPERATIONS	302	252	7100	34,424
TRANSPORTATION AND ROAD OPERATIONS	302	252	7300	13,036	CITY FACILITY MANAGEMENT	302	255	7100	33,750
Subtotal Transfers Within Appropriations				**68,174**	**Subtotal Transfers Within Appropriations**				**68,174**
TOTAL FUND REDUCTIONS				**68,174**	**TOTAL FUND INCREASES**				**68,174**

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 318 Sawyer Point

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
SUPPLEMENTAL APPROPRIATIONS					**SUPPLEMENTAL APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
NON-DEPARTMENTAL ACCOUNTS					NON-DEPARTMENTAL ACCOUNTS				
Unappropriated Surplus	318			477	WORKERS' COMPENSATION INSURANCE	318	921	7500	477
Subtotal Supplemental Appropriations				477	**Subtotal Supplemental Appropriations**				477
TOTAL FUND REDUCTIONS				477	**TOTAL FUND INCREASES**				477

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 323 Recreation Special Activities

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
SUPPLEMENTAL APPROPRIATIONS					**SUPPLEMENTAL APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
NON-DEPARTMENTAL ACCOUNTS					NON-DEPARTMENTAL ACCOUNTS				
Unappropriated Surplus	323			4,877	WORKERS' COMPENSATION INSURANCE	323	921	7500	4,877
Subtotal Supplemental Appropriations				4,877	**Subtotal Supplemental Appropriations**				4,877
TOTAL FUND REDUCTIONS				4,877	**TOTAL FUND INCREASES**				4,877

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 329 Cincinnati Riverfront Park

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
SUPPLEMENTAL APPROPRIATIONS					**SUPPLEMENTAL APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
NON-DEPARTMENTAL ACCOUNTS					NON-DEPARTMENTAL ACCOUNTS				
Unappropriated Surplus	329			669	WORKERS' COMPENSATION INSURANCE	329	921	7500	669
Subtotal Supplemental Appropriations				669	**Subtotal Supplemental Appropriations**				669
TOTAL FUND REDUCTIONS				**669**	**TOTAL FUND INCREASES**				**669**

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 330 Park Lodge/Pavilion Deposits

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
SUPPLEMENTAL APPROPRIATIONS					**SUPPLEMENTAL APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
NON-DEPARTMENTAL ACCOUNTS					NON-DEPARTMENTAL ACCOUNTS				
Unappropriated Surplus	330			4,374	WORKERS' COMPENSATION INSURANCE	330	921	7500	4,374
Subtotal Supplemental Appropriations				4,374	**Subtotal Supplemental Appropriations**				4,374
TOTAL FUND REDUCTIONS				4,374	**TOTAL FUND INCREASES**				4,374

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 349 Urban Renewal Debt Retirement

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
SUPPLEMENTAL APPROPRIATIONS					**SUPPLEMENTAL APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
NON-DEPARTMENTAL ACCOUNTS					NON-DEPARTMENTAL ACCOUNTS				
Unappropriated Surplus	349			204	WORKERS' COMPENSATION INSURANCE	349	921	7500	204
Subtotal Supplemental Appropriations				204	**Subtotal Supplemental Appropriations**				204
TOTAL FUND REDUCTIONS				204	**TOTAL FUND INCREASES**				204

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 416 Cincinnati Health District

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
SUPPLEMENTAL APPROPRIATIONS					**SUPPLEMENTAL APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
NON-DEPARTMENTAL ACCOUNTS					NON-DEPARTMENTAL ACCOUNTS				
Unappropriated Surplus	416			12,046	WORKERS' COMPENSATION INSURANCE	416	921	7500	12,046
Subtotal Supplemental Appropriations				12,046	**Subtotal Supplemental Appropriations**				12,046
TOTAL FUND REDUCTIONS				12,046	**TOTAL FUND INCREASES**				12,046

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 420 Public Employee Assistance Program

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
SUPPLEMENTAL APPROPRIATIONS					**SUPPLEMENTAL APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
NON-DEPARTMENTAL ACCOUNTS					NON-DEPARTMENTAL ACCOUNTS				
Unappropriated Surplus	420			17,572	WORKERS' COMPENSATION INSURANCE	420	921	7500	3,120
					GENERAL FUND OVERHEAD	420	944	7200	14,452
Subtotal Supplemental Appropriations				17,572	**Subtotal Supplemental Appropriations**				17,572
TOTAL FUND REDUCTIONS				17,572	**TOTAL FUND INCREASES**				17,572

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 446 Health Network

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
SUPPLEMENTAL APPROPRIATIONS					**SUPPLEMENTAL APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
NON-DEPARTMENTAL ACCOUNTS					NON-DEPARTMENTAL ACCOUNTS				
Unappropriated Surplus	446			9,286	WORKERS' COMPENSATION INSURANCE	446	921	7500	9,286
Subtotal Supplemental Appropriations				9,286	**Subtotal Supplemental Appropriations**				9,286
TOTAL FUND REDUCTIONS				9,286	**TOTAL FUND INCREASES**				9,286

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 702 Enterprise Technology Solutions

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
SUPPLEMENTAL APPROPRIATIONS					**SUPPLEMENTAL APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
NON-DEPARTMENTAL ACCOUNTS					NON-DEPARTMENTAL ACCOUNTS				
Unappropriated Surplus	702			5,080	WORKERS' COMPENSATION INSURANCE	702	921	7500	5,080
Subtotal Supplemental Appropriations				5,080	**Subtotal Supplemental Appropriations**				5,080
TOTAL FUND REDUCTIONS				5,080	**TOTAL FUND INCREASES**				5,080

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 711 Risk Management

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
SUPPLEMENTAL APPROPRIATIONS					**SUPPLEMENTAL APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
NON-DEPARTMENTAL ACCOUNTS					NON-DEPARTMENTAL ACCOUNTS				
Unappropriated Surplus	711			97	WORKERS' COMPENSATION INSURANCE	711	921	7500	97
Subtotal Supplemental Appropriations				97	**Subtotal Supplemental Appropriations**				97
TOTAL FUND REDUCTIONS				97	**TOTAL FUND INCREASES**				97

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 050 General Fund

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
TRANSFERS WITHIN APPROPRIATIONS					**TRANSFERS WITHIN APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
CITY COUNCIL					CITY COUNCIL				
COUNCILMEMBER WENDAL YOUNG	050	017	7200	2,500	COUNCILMEMBER WENDAL YOUNG	050	017	7100	2,500
CITY MANAGER'S OFFICE					CITY MANAGER'S OFFICE				
BUDGET & EVALUATION	050	102	7200	25,000	OFFICE OF THE CITY MANAGER	050	101	7200	25,000
CINCINNATI FIRE DEPARTMENT					CINCINNATI FIRE DEPARTMENT				
NON-RESPONSE	050	272	7200	17,000	RESPONSE	050	271	7200	17,000
NON-DEPARTMENTAL ACCOUNTS					NON-DEPARTMENTAL ACCOUNTS				
LUMP SUM PAYMENTS	050	924	7100	123,510	WORKERS' COMPENSATION INSURANCE	050	921	7500	98,510
					POLICE AND FIRE FIGHTERS' INSURANCE	050	922	7400	25,000
Subtotal Transfers Within Appropriations				**168,010**	**Subtotal Transfers Within Appropriations**				**168,010**
SUPPLEMENTAL APPROPRIATIONS					**SUPPLEMENTAL APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
CITY MANAGER'S OFFICE					CITY COUNCIL				
BUDGET & EVALUATION	050	102	7200	40,000	CITY COUNCIL MEMBERS - PAYROLL AND FRINGES	050	019	7100	2,000
NON-DEPARTMENTAL ACCOUNTS					DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT				
LUMP SUM PAYMENTS	050	924	7100	22,000	HOUSING DIVISION	050	162	7400	50,000
					DEPARTMENT OF ECONOMIC INCLUSION				
					CONTRACT COMPLIANCE	050	281	7100	10,000
Subtotal Supplemental Appropriations				**62,000**	**Subtotal Supplemental Appropriations**				**62,000**
TOTAL FUND 050 REDUCTIONS				**230,010**	**TOTAL FUND 050 INCREASES**				**230,010**

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 102 Parking System Facilities

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
SUPPLEMENTAL APPROPRIATIONS					**SUPPLEMENTAL APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
NON-DEPARTMENTAL ACCOUNTS					NON-DEPARTMENTAL ACCOUNTS				
Unappropriated Surplus	102			116	WORKERS' COMPENSATION INSURANCE	102	921	7500	116
Subtotal Supplemental Appropriations				**116**	**Subtotal Supplemental Appropriations**				**116**
TOTAL FUND REDUCTIONS				**116**	**TOTAL FUND INCREASES**				**116**

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 107 Stormwater Management

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
SUPPLEMENTAL APPROPRIATIONS					**SUPPLEMENTAL APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
NON-DEPARTMENTAL ACCOUNTS					NON-DEPARTMENTAL ACCOUNTS				
Unappropriated Surplus	107			1,127	WORKERS' COMPENSATION INSURANCE	107	921	7500	1,127
Subtotal Supplemental Appropriations				**1,127**	**Subtotal Supplemental Appropriations**				**1,127**
TOTAL FUND REDUCTIONS				**1,127**	**TOTAL FUND INCREASES**				**1,127**

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 205 Fuel System

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
SUPPLEMENTAL APPROPRIATIONS					**SUPPLEMENTAL APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
NON-DEPARTMENTAL ACCOUNTS					NON-DEPARTMENTAL ACCOUNTS				
Unappropriated Surplus	205			1,450	WORKERS' COMPENSATION INSURANCE	205	921	7500	1,450
Subtotal Supplemental Appropriations				**1,450**	**Subtotal Supplemental Appropriations**				**1,450**
TOTAL FUND REDUCTIONS				**1,450**	**TOTAL FUND INCREASES**				**1,450**

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 209 Property Management

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
SUPPLEMENTAL APPROPRIATIONS					**SUPPLEMENTAL APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
NON-DEPARTMENTAL ACCOUNTS					NON-DEPARTMENTAL ACCOUNTS				
Unappropriated Surplus	209			837	WORKERS' COMPENSATION INSURANCE	209	921	7500	837
Subtotal Supplemental Appropriations				**837**	**Subtotal Supplemental Appropriations**				**837**
TOTAL FUND REDUCTIONS				**837**	**TOTAL FUND INCREASES**				**837**

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 301 Street Construction, Maintenance, and Repair

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
TRANSFERS WITHIN APPROPRIATIONS					**TRANSFERS WITHIN APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
DEPARTMENT OF PUBLIC SERVICES					DEPARTMENT OF PUBLIC SERVICES				
TRANSPORTATION AND ROAD OPERATIONS	301	252	7300	57,194	TRANSPORTATION AND ROAD OPERATIONS	301	252	7100	100,000
NEIGHBORHOOD OPERATIONS	301	253	7300	42,806					
Subtotal Transfers Within Appropriations				**100,000**	**Subtotal Transfers Within Appropriations**				**100,000**
TOTAL FUND REDUCTIONS				**100,000**	**TOTAL FUND INCREASES**				**100,000**

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 302 Income Tax-Infrastructure Fund

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
TRANSFERS WITHIN APPROPRIATIONS					**TRANSFERS WITHIN APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
DEPARTMENT OF PUBLIC SERVICES					DEPARTMENT OF PUBLIC SERVICES				
TRANSPORTATION AND ROAD OPERATIONS	302	252	7200	55,138	TRANSPORTATION AND ROAD OPERATIONS	302	252	7100	34,424
TRANSPORTATION AND ROAD OPERATIONS	302	252	7300	13,036	CITY FACILITY MANAGEMENT	302	255	7100	33,750
Subtotal Transfers Within Appropriations				**68,174**	**Subtotal Transfers Within Appropriations**				**68,174**
TOTAL FUND REDUCTIONS				**68,174**	**TOTAL FUND INCREASES**				**68,174**

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 318 Sawyer Point

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
SUPPLEMENTAL APPROPRIATIONS					**SUPPLEMENTAL APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
NON-DEPARTMENTAL ACCOUNTS					NON-DEPARTMENTAL ACCOUNTS				
Unappropriated Surplus	318			477	WORKERS' COMPENSATION INSURANCE	318	921	7500	477
Subtotal Supplemental Appropriations				**477**	**Subtotal Supplemental Appropriations**				**477**
TOTAL FUND REDUCTIONS				**477**	**TOTAL FUND INCREASES**				**477**

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 323 Recreation Special Activities

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
SUPPLEMENTAL APPROPRIATIONS					**SUPPLEMENTAL APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
NON-DEPARTMENTAL ACCOUNTS					NON-DEPARTMENTAL ACCOUNTS				
Unappropriated Surplus	323			4,877	WORKERS' COMPENSATION INSURANCE	323	921	7500	4,877
Subtotal Supplemental Appropriations				**4,877**	**Subtotal Supplemental Appropriations**				**4,877**
TOTAL FUND REDUCTIONS				**4,877**	**TOTAL FUND INCREASES**				**4,877**

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 329 Cincinnati Riverfront Park

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
SUPPLEMENTAL APPROPRIATIONS					**SUPPLEMENTAL APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
NON-DEPARTMENTAL ACCOUNTS					NON-DEPARTMENTAL ACCOUNTS				
Unappropriated Surplus	329			669	WORKERS' COMPENSATION INSURANCE	329	921	7500	669
Subtotal Supplemental Appropriations				**669**	**Subtotal Supplemental Appropriations**				**669**
TOTAL FUND REDUCTIONS				**669**	**TOTAL FUND INCREASES**				**669**

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 330 Park Lodge/Pavilion Deposits

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
SUPPLEMENTAL APPROPRIATIONS					**SUPPLEMENTAL APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
NON-DEPARTMENTAL ACCOUNTS					NON-DEPARTMENTAL ACCOUNTS				
Unappropriated Surplus	330			4,374	WORKERS' COMPENSATION INSURANCE	330	921	7500	4,374
Subtotal Supplemental Appropriations				**4,374**	**Subtotal Supplemental Appropriations**				**4,374**
TOTAL FUND REDUCTIONS				**4,374**	**TOTAL FUND INCREASES**				**4,374**

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 349 Urban Renewal Debt Retirement

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
SUPPLEMENTAL APPROPRIATIONS					**SUPPLEMENTAL APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
NON-DEPARTMENTAL ACCOUNTS					NON-DEPARTMENTAL ACCOUNTS				
Unappropriated Surplus	349			204	WORKERS' COMPENSATION INSURANCE	349	921	7500	204
Subtotal Supplemental Appropriations				**204**	**Subtotal Supplemental Appropriations**				**204**
TOTAL FUND REDUCTIONS				**204**	**TOTAL FUND INCREASES**				**204**

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 416 Cincinnati Health District

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
SUPPLEMENTAL APPROPRIATIONS					**SUPPLEMENTAL APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
NON-DEPARTMENTAL ACCOUNTS					NON-DEPARTMENTAL ACCOUNTS				
Unappropriated Surplus	416			12,046	WORKERS' COMPENSATION INSURANCE	416	921	7500	12,046
Subtotal Supplemental Appropriations				**12,046**	**Subtotal Supplemental Appropriations**				**12,046**
TOTAL FUND REDUCTIONS				**12,046**	**TOTAL FUND INCREASES**				**12,046**

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 420 Public Employee Assistance Program

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
SUPPLEMENTAL APPROPRIATIONS					**SUPPLEMENTAL APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
NON-DEPARTMENTAL ACCOUNTS					NON-DEPARTMENTAL ACCOUNTS				
Unappropriated Surplus	420			17,572	WORKERS' COMPENSATION INSURANCE	420	921	7500	3,120
					GENERAL FUND OVERHEAD	420	944	7200	14,452
Subtotal Supplemental Appropriations				**17,572**	**Subtotal Supplemental Appropriations**				**17,572**
TOTAL FUND REDUCTIONS				**17,572**	**TOTAL FUND INCREASES**				**17,572**

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 446 Health Network

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
SUPPLEMENTAL APPROPRIATIONS					**SUPPLEMENTAL APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
NON-DEPARTMENTAL ACCOUNTS					NON-DEPARTMENTAL ACCOUNTS				
Unappropriated Surplus	446			9,286	WORKERS' COMPENSATION INSURANCE	446	921	7500	9,286
Subtotal Supplemental Appropriations				**9,286**	**Subtotal Supplemental Appropriations**				**9,286**
TOTAL FUND REDUCTIONS				**9,286**	**TOTAL FUND INCREASES**				**9,286**

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 702 Enterprise Technology Solutions

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
SUPPLEMENTAL APPROPRIATIONS					**SUPPLEMENTAL APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
NON-DEPARTMENTAL ACCOUNTS					NON-DEPARTMENTAL ACCOUNTS				
Unappropriated Surplus	702			5,080	WORKERS' COMPENSATION INSURANCE	702	921	7500	5,080
Subtotal Supplemental Appropriations				**5,080**	**Subtotal Supplemental Appropriations**				**5,080**
TOTAL FUND REDUCTIONS				**5,080**	**TOTAL FUND INCREASES**				**5,080**

SCHEDULE OF TRANSFER

FY 2021 ALL FUNDS MID-YEAR ADJUSTMENT ORDINANCE

Fund 711 Risk Management

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount	*INCREASES*	Fund	Agency	Appropriation Unit	$ Amount
SUPPLEMENTAL APPROPRIATIONS					**SUPPLEMENTAL APPROPRIATIONS**				
SOURCE ACCOUNTS					**USE ACCOUNTS**				
NON-DEPARTMENTAL ACCOUNTS					NON-DEPARTMENTAL ACCOUNTS				
Unappropriated Surplus	711			97	WORKERS' COMPENSATION INSURANCE	711	921	7500	97
Subtotal Supplemental Appropriations				**97**	**Subtotal Supplemental Appropriations**				**97**
TOTAL FUND REDUCTIONS				**97**	**TOTAL FUND INCREASES**				**97**

city of CINCINNATI
Interdepartment Correspondence Sheet

June 9, 2021

To: Mayor and Members of City Council 202102146

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – Interact for Health COVID-19 Vaccination Support Grant**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in an amount of $3,000 from Interact for Health for the purpose of providing support for printing and mailing of educational materials related to COVID-19 vaccinations and addressing vaccine disparities in vulnerable Cincinnati communities; and AUTHORIZING the Finance Director to deposit the grant funds into Public Health Research Fund 350.

This Emergency Ordinance would authorize the City Manager to apply for, accept and appropriate a grant in the amount of $3,000 from Interact for Health for the purpose of providing support for printing and mailing of educational materials related to COVID-19 vaccinations and addressing vaccine disparities in vulnerable Cincinnati communities.

No additional FTE are associated with this grant, and matching funds are not required.

This Emergency Ordinance would also authorize the Finance Director to deposit the grant funds into Public Health Research Fund 350.

This Emergency Ordinance is in accordance with the Sustain goal to "Become a healthier Cincinnati" as described on page 181 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept grant funds to cover expenses related to the prevention and control of COVID-19 cases.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

PLAN CINCINNATI

E M E R G E N C Y

KMB

- 2021

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in an amount of $3,000 from Interact for Health for the purpose of providing support for printing and mailing of educational materials related to COVID-19 vaccinations and addressing vaccine disparities in vulnerable Cincinnati communities; and AUTHORIZING the Finance Director to deposit the grant funds into Public Health Research Fund 350.

WHEREAS, there is a grant available from Interact for Health that will support the City's plans, through the City of Cincinnati Health Department ("CHD"), to deploy educational materials related to COVID-19 vaccinations and address vaccine disparities in vulnerable Cincinnati communities; and

WHEREAS, this grant does not require matching funds, and there are no new FTEs associated with this grant; and

WHEREAS, the CHD applied for this grant as the application deadline was May 25, 2021, but will not accept any funds without approval of Council; and

WHEREAS, this ordinance is in accordance with the "Sustain" goal to "Become a healthier Cincinnati," as described on page 181 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to apply for, accept, and appropriate a grant in an amount of $3,000 from Interact for Health for the purpose of providing support for printing and mailing of educational materials related to COVID-19 vaccinations and addressing vaccine disparities in vulnerable Cincinnati communities.

Section 2. That the Finance Director is hereby authorized to receive and deposit the grant funds into Public Health Research Fund 350.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accept grant funds to cover expenses related to the prevention and control of COVID-19 cases.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

city of CINCINNATI

Interdepartment Correspondence Sheet

June 9, 2021

To: Mayor and Members of City Council 202102147

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – FY 2022 Streetcar Operations Fund Budget**

Attached is an Emergency Ordinance captioned:

> **APPROVING** a $5,035,472 operations and maintenance budget for the Cincinnati Bell Connector for fiscal year 2022; AUTHORIZING the appropriation of $5,035,472 from Fund 455, "Streetcar Operations," for the Cincinnati Bell Connector requirements including, for fiscal year 2022, the City of Cincinnati's direct contribution toward the Cincinnati Bell Connector's operating shortfall.

Approval of this Emergency Ordinance for the FY 2022 Streetcar Operations Budget, authorizes a total streetcar operations and maintenance budget of $5,035,472 for FY 2022, as set forth in Exhibit A.

Additionally, the Emergency Ordinance establishes the appropriation of $5,035,472 within Streetcar Operations Fund 455, in accordance with the attached Schedule of Appropriation as set forth in Exhibit B.

The reason for the emergency is the immediate need to authorize streetcar funding in FY 2022 to operate and maintain the Cincinnati Bell Connector.

cc: Christopher A. Bigham, Assistant City Manager
Karen Alder, Finance Director
John Brazina, Director of the Department of Transportation and Engineering
Travis Jeric, Streetcar Director

Attachments

EMERGENCY

City of Cincinnati

KKF

BWG

An Ordinance No. _____ - 2021

APPROVING a $5,035,472 operations and maintenance budget for the Cincinnati Bell Connector for fiscal year 2022; and AUTHORIZING the appropriation of $5,035,472 from Fund 455, "Streetcar Operations," for the Cincinnati Bell Connector requirements including, for fiscal year 2022, the City of Cincinnati's direct contribution toward the Cincinnati Bell Connector's operating shortfall.

WHEREAS, the estimated total budget to operate and maintain the Cincinnati Bell Connector and underlying capital assets in good working order during fiscal year 2022 ("FY 2022") is approximately $5,035,472, inclusive of direct City costs; and

WHEREAS, due to Cincinnati Bell Connector operating shortfalls, the Carol Ann and Ralph V. Haile, Jr. U.S. Bank Foundation will donate to the City an estimated $900,000 in FY 2022 according to the terms of the Haile Streetcar Funding Agreement; and

WHEREAS, the combined total of the City's contribution, Federal Transit Administration Formula Funds, Coronavirus Response and Relief Supplemental Appropriations Act funding, American Rescue Plan funding, streetcar revenue (fares, naming rights, and advertising revenue), the Haile Foundation Guaranty payment, and Voluntary Tax Incentive Contribution Agreement payments is anticipated to be sufficient to cover the total estimated cost of the Cincinnati Bell Connector Budget for FY 2022; now, therefore,

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

Section 1. That Council authorizes a total streetcar budget of $5,035,472 for fiscal year 2022 ("FY 2022") set forth in Exhibit A to this ordinance.

Section 2. That Council hereby authorizes the appropriation for the current expenses and other expenditures of the City in the total amount of the sum of $5,035,472 from Fund 455, "Streetcar Operations," in accordance with the Schedule of Appropriation attached as Exhibit B to this ordinance, for the costs of operating and maintaining the Cincinnati Bell Connector during FY 2022.

Section 3. That the proper City officials are hereby authorized to take all appropriate actions to carry out this ordinance including, but not limited to, the appropriations authorized herein. The City Manager is further authorized to amend or otherwise modify streetcar contracts to the extent needed to provide for the maintenance and operation of the streetcar system within the approved budget during FY 2022.

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 authorize streetcar funding in FY 2022 to operate and maintain the Cincinnati Bell Connector.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

City of Cincinnati
Fund 455 Streetcar Operations Fund Projection
For Fiscal Year 2022

	FY 2021 Approved Budget	FY 2022 Recommended
Beginning Balance Fund 455	$ 883,091	$ 1,102,017
Streetcar Revenue:		
Streetcar Fare Box	$ -	$ -
Advertising/Naming Rights	$ 337,636	$ 226,569
FTA Formula Funds	$ 200,000	$ 198,492
Total Streetcar Revenue	$ 537,636	$ 425,061
Other Sources:		
City Contribution	$ 934,000	$ 1,500,000
City Contribution CARES Funding	$ 556,610	$ -
City Contribution CRRSAA Funds		$ 416,533
City Contribution ARP Funds		$ 747,188
Parking Citations	$ -	$ -
VTICA	$ 505,000	$ 650,000
Haile Foundation	$ 900,000	$ 900,000
General Fund Transfer In	$ 1,760,000	$ -
Total Other Revenue Sources	$ 4,655,610	$ 4,213,721
Total Sources	$ 5,193,246	$ 4,638,782
Estimated Operating Costs:		
TransDev Contract: O&M	$ 3,626,000	$ 3,658,538
Safety & Security	$ 100,500	$ 100,500
SORTA Shared Services	$ 172,000	$ 172,000
SORTA OVERHEAD	$ -	$ -
Total Operations Costs	$ 3,898,500	$ 3,931,038
City Direct Costs	$ 485,000	$ 497,000
Chief Safety Officer	$ 138,200	$ 140,000
City Electrical Maintenance Workers	$ 178,000	$ 180,000
City Legal Costs	$ 120,700	$ 121,000
City Overhead and Workers Comp	$ 64,920	$ 68,000
City Parking Enforcement	$ 89,000	$ 98,434
Total City Costs	$ 1,075,820	$ 1,104,434
Total Expenditures	**$ 4,974,320**	**$ 5,035,472**
Surplus (Deficit)	$ 218,926	$ (396,690)
Projected Year End Fund 455 Balance	$ 1,102,017	$ 705,328
Fund Balance as % of Revenue	21%	15%

Notes:
Haile Foundation Support is $900K/yr for 10 years per contract
City Pledged $1.5M from meter revenue (201400196)
VTICA estimates are updated based on revised projections as of 5/28/21
OKI Provided the City with CRRSAA and ARP Grant estimates for FY 2022

Exhibit B

SCHEDULE OF APPROPRIATION
FY 2022 STREETCAR OPERATIONS FUND OPERATING BUDGET

SCHEDULE 1. That there be appropriated from the Streetcar Operations Fund (455) for the Fiscal Year 2022, the sums set forth in the columns designated Salaries and Benefits 7100 and 7500, Non-Personnel 7200-7400, Properties 7600, Debt Service 7700, and Total Appropriation:

Department	Fund	Agency	Salaries and Benefits 7100 and 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
Law							
Law - Civil	455	111	121,000				121,000
Transportation & Engineering							
Streetcar Operations	455	236	548,434	4,118,038			4,666,472
Traffic Services	455	238	180,000				180,000
Non Departmental Accounts							
Workers' Compensation	455	921	9,000				9,000
General Fund Overhead	455	944		59,000			59,000
Total Streetcar Operations Fund Appropriation			858,434	4,177,038	0	0	5,035,472
							0

City of Cincinnati
Fund 455 Streetcar Operations Fund Projection
For Fiscal Year 2022

	FY 2021 Approved Budget	FY 2022 Recommended
Beginning Balance Fund 455	$ 883,091	$ 1,102,017
Streetcar Revenue:		
Streetcar Fare Box	$ -	$ -
Advertising/Naming Rights	$ 337,636	$ 226,569
FTA Formula Funds	$ 200,000	$ 198,492
Total Streetcar Revenue	$ 537,636	$ 425,061
Other Sources:		
City Contribution	$ 934,000	$ 1,500,000
City Contribution CARES Funding	$ 556,610	$ -
City Contribution CRRSAA Funds		$ 416,533
City Contribution ARP Funds		$ 747,188
Parking Citations	$ -	$ -
VTICA	$ 505,000	$ 650,000
Haile Foundation	$ 900,000	$ 900,000
General Fund Transfer In	$ 1,760,000	$ -
Total Other Revenue Sources	$ 4,655,610	$ 4,213,721
Total Sources	$ 5,193,246	$ 4,638,782
Estimated Operating Costs:		
TransDev Contract: O&M	$ 3,626,000	$ 3,658,538
Safety & Security	$ 100,500	$ 100,500
SORTA Shared Services	$ 172,000	$ 172,000
SORTA OVERHEAD	$ -	$ -
Total Operations Costs	$ 3,898,500	$ 3,931,038
City Direct Costs	$ 485,000	$ 497,000
Chief Safety Officer	$ 138,200	$ 140,000
City Electrical Maintenance Workers	$ 178,000	$ 180,000
City Legal Costs	$ 120,700	$ 121,000
City Overhead and Workers Comp	$ 64,920	$ 68,000
City Parking Enforcement	$ 89,000	$ 98,434
Total City Costs	$ 1,075,820	$ 1,104,434
Total Expenditures	**$ 4,974,320**	**$ 5,035,472**
Surplus (Deficit)	$ 218,926	$ (396,690)
Projected Year End Fund 455 Balance	$ 1,102,017	$ 705,328
Fund Balance as % of Revenue	21%	15%

Notes:
Haile Foundation Support is $900K/yr for 10 years per contract
City Pledged $1.5M from meter revenue (201400196)
VTICA estimates are updated based on revised projections as of 5/28/21
OKI Provided the City with CRRSAA and ARP Grant estimates for FY 2022

Exhibit B

SCHEDULE OF APPROPRIATION
FY 2022 STREETCAR OPERATIONS FUND OPERATING BUDGET

SCHEDULE 1. That there be appropriated from the Streetcar Operations Fund (455) for the Fiscal Year 2022, the sums set forth in the columns designated Salaries and Benefits 7100 and 7500, Non-Personnel 7200-7400, Properties 7600, Debt Service 7700, and Total Appropriation:

Department	Fund	Agency	Salaries and Benefits 7100 and 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
Law							
Law - Civil	455	111	121,000				121,000
Transportation & Engineering							
Streetcar Operations	455	236	548,434	4,118,038			4,666,472
Traffic Services	455	238	180,000				180,000
Non Departmental Accounts							
Workers' Compensation	455	921	9,000				9,000
General Fund Overhead	455	944		59,000			59,000
Total Streetcar Operations Fund Appropriation			**858,434**	**4,177,038**	**0**	**0**	**5,035,472**
							0

city of CINCINNATI
Interdepartment Correspondence Sheet

June 9, 2021

To: Mayor and Members of City Council 202102148

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – Moral Obligation Payment to Cascade Engineering**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the payment of $14,281.40 from the Office of Environment and Sustainability's General Fund non-personnel operating budget account no. 050x104x5000x7289 as a moral obligation to Cascade Engineering for charges owed for recycling cart maintenance services provided in August 2019.

Approval of this Emergency Ordinance authorizes the payment of $14,281.40 from the Office of Environment and Sustainability's General Fund non-personnel operating budget account no. 050x104x5000x7289 as a moral obligation to Cascade Engineering for charges owed for recycling cart maintenance services provided in August 2019. Sufficient funds are available to make this payment.

Cascade Engineering conducted an account audit in March of 2021 and found that the City of Cincinnati had not paid Invoice #30444725 in the amount of $14,281.40 for cart maintenance services provided in August 2019. Because this invoice is from a prior year, a moral obligation ordinance is required to pay Cascade Engineering.

The reason for the emergency is the immediate need to pay Cascade Engineering for services provided in August 2019.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

E M E R G E N C Y

CFG

- 2021

AUTHORIZING the payment of $14,281.40 from the Office of Environment and Sustainability's General Fund non-personnel operating budget account no. 050x104x5000x7289 as a moral obligation to Cascade Engineering for charges owed for recycling cart maintenance services provided in August 2019.

WHEREAS, Cascade Engineering conducted an account audit in March 2021 and found that the City of Cincinnati had not paid Invoice #30444725 in the amount of $14,281.40 for cart maintenance services provided in August 2019; and

WHEREAS, the invoice is from a prior fiscal year and cannot be paid with current year appropriations, necessitating payment as a moral obligation; and

WHEREAS, sufficient funds are available from the Office of Environment and Sustainability's General Fund non-personnel operating budget account no. 050x104x5000x7289 to pay Cascade Engineering's Invoice #30444725; and

WHEREAS, City Council desires to provide payment for such services in the amount of $14,281.40; 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 $14,281.40 from the Office of Environment and Sustainability's General Fund non-personnel operating budget account no. 050x104x5000x7289 to Cascade Engineering as a moral obligation of the City of Cincinnati for charges owed for recycling cart maintenance services provided in August 2019.

Section 2. That the proper City officials are authorized to do all things necessary and proper to carry out the provisions 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 to pay Cascade Engineering for services provided in August 2019.

Passed: _____, 2021

_____
Mayor John Cranley

Attest: _____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

June 9, 2021
202102149

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

Subject: **Ordinance – Urban Parking Overlay District #2: Camp Washington**

Transmitted is an Ordinance captioned:

> ESTABLISHING Urban Parking Overlay District #2, "Camp Washington," in the Camp Washington neighborhood as an urban parking overlay district to lift minimum off-street parking requirements in the area.

Summary

On August 7, 2013, Cincinnati City Council approved Ordinance 259-2013 which allows City Council to create Urban Parking Overlay Districts over certain portions of the City. On September 19, 2019, Cincinnati City Council approved Ordinance 293-2018 which created Urban Parking Overlay District #1: Urban Core over Downtown, Over-the-Rhine, Pendleton, and parts of Mt. Auburn and West End.

On March 1, 2021, the Camp Washington Community Board formally requested an Urban Parking Overlay District, along with a map of the desired boundary. The proposal is to create Urban Parking Overlay District #2, "Camp Washington", in a portion of Camp Washington, as an overlay district to eliminate all off-street parking requirements in the area within the Overlay District, except for the physical location of parking, should any be provided.

Minimum parking requirements are not designed to promote a high-density, walkable, pedestrian-friendly, and mixed-use environment, as well as a strong sense of character of place. The Camp Washington Community Board made the request, and the Camp Washington Community Council and Business Association have provided letters of support. This proposal is consistent with the approved Camp Washington neighborhood plan: *Made in Camp* (2018) and *Plan Cincinnati* (2012).

The City Planning Commission voted to approve the zone change at their June 4, 2021 meeting.

The Administration recommends Approval of this Ordinance.

cc: Katherine Keough-Jurs, AICP, Director KKJ
Department of City Planning and Engagement

City of Cincinnati

DBS

An Ordinance No._____ - 2021

ESTABLISHING Urban Parking Overlay District #2, "Camp Washington," in the Camp Washington neighborhood as an urban parking overlay district to lift minimum off-street parking requirements in the area.

WHEREAS, the Camp Washington neighborhood contains a high-density, mixed-use, urban environment that promotes and encourages walkability and provides the foundation for a healthy and attractive neighborhood; and

WHEREAS, lifting minimum off-street parking requirements in certain designated areas of the Camp Washington neighborhood will encourage and promote physical development that strengthens the desirable characteristics of the urban neighborhood; and

WHEREAS, the reduction or elimination of minimum off-street parking requirements will further promote development in Camp Washington as these requirements increase the cost of development and therefore pose a major obstacle to the redevelopment of Camp Washington, the reutilization of existing buildings, and the conversion of existing buildings to more productive uses; and

WHEREAS, the proposed urban parking overlay district applies only to off-street parking regulations and will not affect the off-street loading requirements of the Cincinnati Municipal Code; and

WHEREAS, the City Planning Commission at its regularly scheduled meeting on June 4, 2021 affirmatively recommended that the City Council establish an urban parking overlay district for the Camp Washington neighborhood to lift minimum off-street parking requirements in that area; and

WHEREAS, a committee of Council held a public hearing on the proposed urban parking overlay district following due and proper notice pursuant to Cincinnati Municipal Code Section 111-1, and the committee approved the establishment of an urban parking overlay district for the Camp Washington neighborhood, finding it in the interest of the general public's health, safety, and welfare; and

WHEREAS, the Council finds that establishing an urban parking overlay district for the Camp Washington neighborhood is consistent with Plan Cincinnati (2012), including the Strategy under Goal 2 in the Live Initiative Area to "Become more walkable" (p. 157) and the Strategy under Goal 2 of the Sustain Initiative Area to "Preserve our built history," which specifically recommends that the City "develop changes to zoning regulations to remove barriers to the adaptive reuse of buildings" (p.197); and

WHEREAS, the Council finds that establishing an urban parking overlay district for the Camp Washington neighborhood is consistent with the Made in Camp Plan (2018), including the recommendation to "[d]o something dramatic to jumpstart the business district" (p.19) and to "analyze parking requirements and make necessary changes" (p. 23); and

WHEREAS, the Council further finds that the proposed urban parking overlay district is in the interest of 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, pursuant to Cincinnati Municipal Code 1425-04, the area of the City of Cincinnati's official zoning map shown on the map attached hereto as Exhibit A and incorporated by reference is hereby amended to superimpose Urban Parking Overlay District #2, "Camp Washington," over the existing zoning district within the designated area.

Section 2. That Cincinnati Municipal Code Sections 1425-03, 1425-05, 1425-07, 1425-09, 1425-19, and 1425-21 are hereby declared inoperable in Urban Parking Overlay District #2, "Camp Washington," to the extent they require the establishment, provision, or maintenance of off-street parking requirements. That Cincinnati Municipal Code Sections 1425-03, 1425-05, 1425-07, 1425-09, 1425-19, and 1425-21 shall continue to have an operative effect in Urban Parking Overlay District #2, "Camp Washington," to the extent they require the establishment, provision, or maintenance of loading facilities.

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

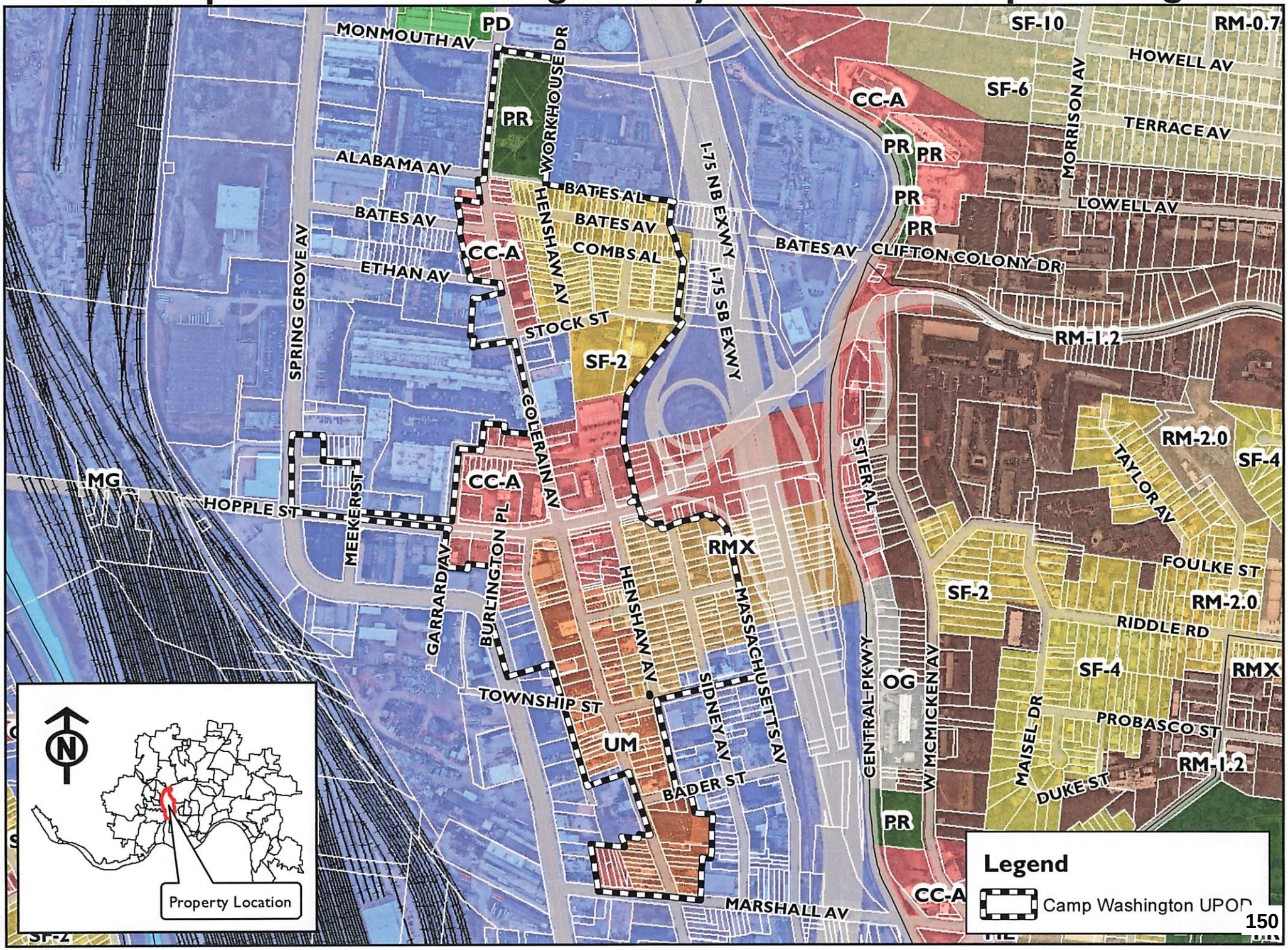
Passed: _____, 2021

_____
John Cranley, Mayor

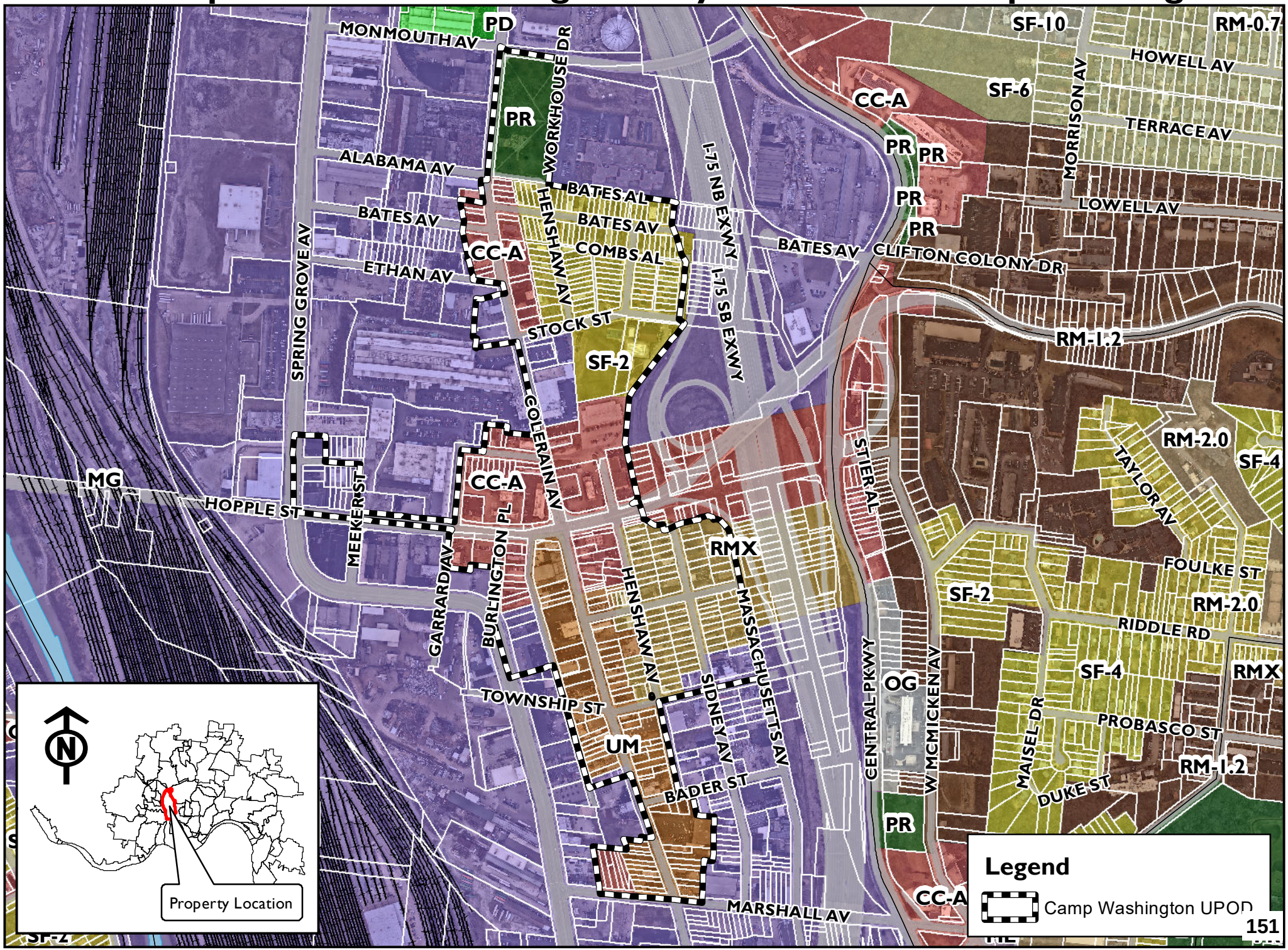
Attest: _____
Clerk

EXHIBIT A

Ex. A: Proposed Urban Parking Overlay District #2: Camp Washington



Ex. A: Proposed Urban Parking Overlay District #2: Camp Washington



CPC ITEM # 8
June 4, 2021

Honorable City Planning Commission
Cincinnati, Ohio

SUBJECT: A report and recommendation on a proposed map amendment to add Urban Parking Overlay District #2: "Camp Washington", as outlined in § 1425-04 - Urban Parking Overlay Districts in the Cincinnati Zoning Code, to a portion of Camp Washington.

ATTACHMENTS:
Provided, in addition to this report, are the following attachments:

- Exhibit A – Location Map
- Exhibit B – Request for an Urban Parking Overlay District from Camp Washington Community Board
- Exhibit C – Letter of Support from Camp Washington Community Council
- Exhibit D – Letter of Opposition from Christopher Cain

BACKGROUND:
On August 7, 2013, Cincinnati City Council approved Ordinance 259-2013 for text amendments to the Cincinnati Zoning Code (CZC) to modify Chapter 1411, "Downtown Development Districts" and Chapter 1425, "Parking and Loading Regulations" to reduce the minimum parking requirements for residential uses in the Downtown neighborhood of Cincinnati and to create Urban Parking Overlay Districts to make it possible for City Council to eliminate minimum parking requirements in the areas it determines to be appropriate. § 1425-04 of the CZC, that allows City Council to establish Urban Parking Overlay Districts within which the provisions of Sections 1425-03, 1425-05, 1425-07, 1425-09, 1425-11, 1425-13, 1425-17, 1425-19, 1425-21, and 1425-23 of the Zoning Code, do not apply.

In early 2019, Camp Washington requested a zone change in the southern portion of their Neighborhood Business District (NBD) to Urban Mix to fulfill a recommendation of the recently approved *Made in Camp* (2018) plan to create a mixed-use NBD (p.11). During the zone change process, Urban Parking Overlay District no. 1: "Walkable Urban Core" was being established in Downtown, Over-the-Rhine, Pendleton, and portions of Mount Auburn and West End. Seeing this, Camp Washington leaders and some property owners expressed interest in potentially applying an Urban Parking Overlay District (UPOD) in a portion of Camp Washington.

On March 1, 2021, the Camp Washington Community Board formally requested an Urban Parking Overlay District, along with a map of the desired boundary (Exhibit B). The proposal is to create Urban Parking Overlay District #2, "Camp Washington", in a portion of Camp Washington, as an overlay district to eliminate all off-street parking requirements in the area within the Overlay District, except for the physical location of parking, should any be provided.

The boundary, which was requested by the Camp Washington Community Board as shown in Exhibit B, contains all of the non-Manufacturing General zoning that isn't I-75 right-of-way, with the exception of Planned Development 39 (PD-39) and Planned Development 90 (PD-90). It also includes the northwest corner of Spring Grove Avenue and Hopple Street as these buildings have commercial or residential character.

PUBLIC COMMENT:
A public staff conference was held on May 18, 2021. Notice was sent to every property owner in the proposed Urban Parking Overlay District, along with the Camp Washington Community Board and Camp Washington Community Council. Eight members of the public attended the public staff conference. Everyone was generally in support of the proposal, including some business owners who were waiting for this proposal to go through before making additional investments in the neighborhood. There were questions as to what might happen for residential property that does not have off-street parking, as Camp Washington continues to revitalize. The Camp

Washington Community Board stated they are working on a public parking lot for the Camp Washington Neighborhood Business District (NBD), which should help. The UPOD could be modified or eliminated based on the wishes of the neighborhood or combined with other programs, such as residential permit parking.

Staff has also received several emails phone calls on this proposal. The correspondence received has either been in support of the proposal or questions as to why a notice was sent and how the proposal would affect the property owner. Staff did receive one letter of opposition, which is attached as Exhibit D.

ANALYSIS:

The existing parking regulations do not promote a high-density, walkable, pedestrian-friendly, and mixed-use environment, as well as a strong sense of character of place. Lifting existing parking requirements can help create and maintain the urban form desired in Camp Washington, which is an area of higher density, established before both automobiles and zoning regulations were common practice.

Under existing regulations, the minimum parking requirements for much of Camp Washington are already effectively eliminated or severely reduced. For all commercial uses in Camp Washington, the first 2,000 square feet of gross floor area is exempt from the parking requirements and may be further reduced or eliminated if within 600 feet of existing parking.

Camp Washington contains a high-density, mixed-use urban environment that promotes and encourages walkability and provides the foundation for a healthy and attractive neighborhood. *Plan Cincinnati* (2012) supports the enhancement and increase of compact and walkable development, as does *Made in Camp* (2018). This is a desirable goal that will promote larger societal goals, such as environmental and fiscal sustainability, equity, small business development, and preservation of historic architecture.

The proposed elimination of minimum off-street parking requirements removes an obstacle to the redevelopment of the Camp Washington, reutilization of existing buildings, and the conversion of buildings to more productive uses.

CONSISTENCY WITH PLANS:

Plan Cincinnati (2012) recommends, in the short range, to "Revise the City's Building and Zoning Codes [...] with standards that emphasize traditional neighborhood development over suburban development" (p. 157) and to "Develop changes to zoning regulations to remove barriers to the adaptive reuse of buildings" (p. 197).

Made in Camp (2018) recommends to "Do something dramatic to jumpstart the business district" (p.19) and to "analyze parking requirements and make necessary changes" (p. 23).

The existing minimum parking regulations emphasize suburban development patterns, obstruct the renovation and rehabilitation of existing buildings, and endanger the urban fabric and historic character of the city, by attempting to provide parking for all vehicles, contrary to the recommendations of these plans.

CONCLUSIONS:

Minimum parking requirements are not designed to promote a high-density, walkable, pedestrian-friendly, and mixed-use environment, as well as a strong sense of character of place. The Camp Washington Community Board made the request, and the Camp Washington Community Council has provided a letter of support. *Made in Camp* (2018) and *Plan Cincinnati* (2012) do not support minimum parking requirements in urban neighborhoods. The existing parking requirements within the neighborhood are already relaxed, therefore eliminating them would not result in a significantly adverse impact to Camp Washington.

RECOMMENDATION:

The staff of the Department of City Planning recommends that the City Planning Commission take the following action:

> **APPROVE** the proposed map amendment to add Urban Parking Overlay District #2: "Camp Washington", as outlined in § 1425-04 - Urban Parking Overlay Districts in the Cincinnati Zoning Code, to a portion of Camp Washington.

Respectfully Submitted:

James Weaver, AICP, Senior City Planner
Department of City Planning

Approved:

Katherine Keough-Jurs

Katherine Keough-Jurs, AICP, Director
Department of City Planning

Ex. A: Proposed Urban Parking Overlay District #2: Camp Washington

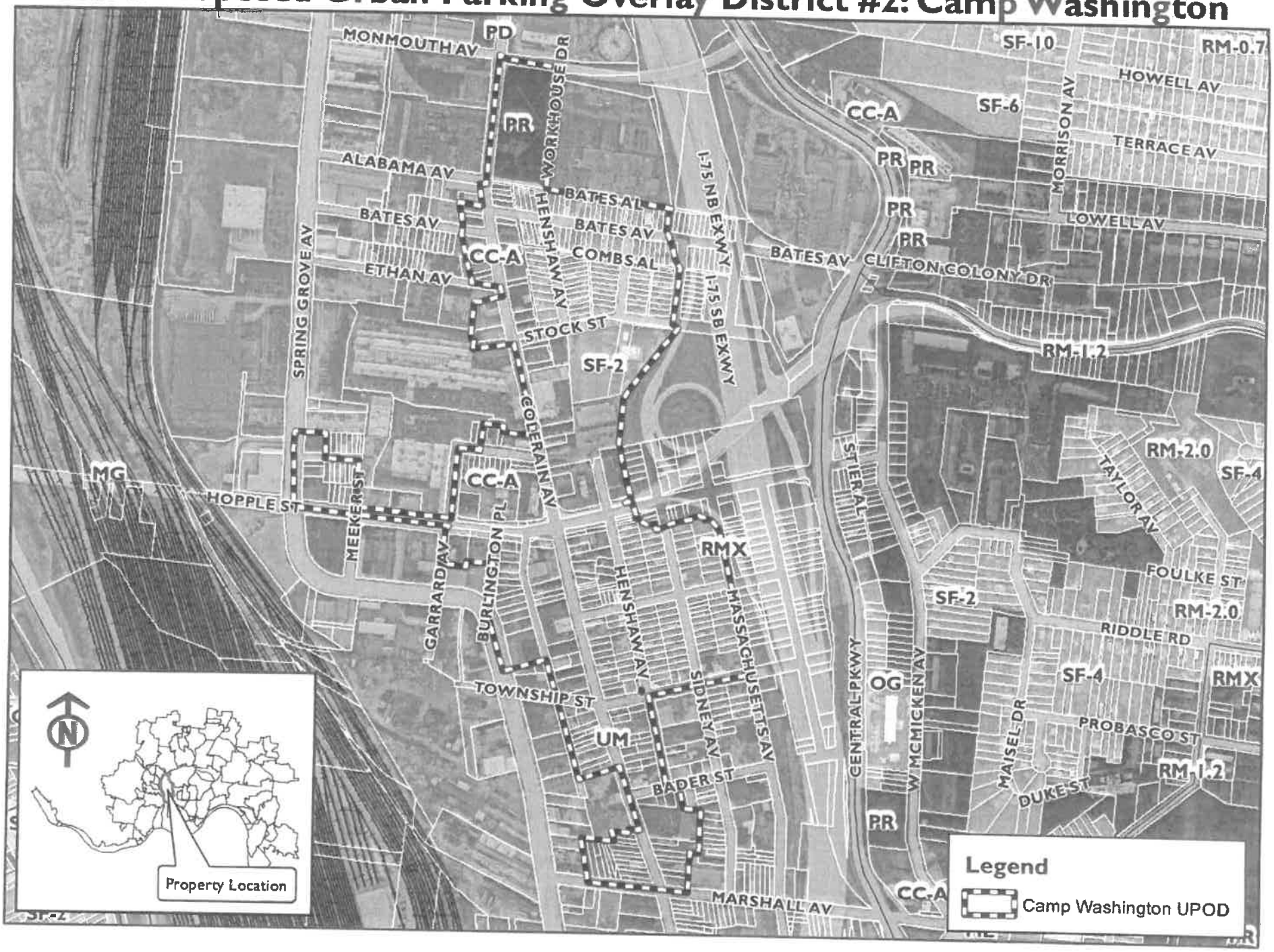


Exhibit B

March 1st, 2021

City of Cincinnati

CAMP WASHINGTON
COMMUNITY BOARD, INC.

City of Cincinnati,

On behalf of Camp Washington Community Board, I am requesting that you consider a Parking Overlay for Camp Washington. Over the past month, we have been working with the City of Cincinnati Department of Community and Economic Development to come up with a map of that we believe would be most beneficial of the Parking Overlay. We have also reached out to the City of Cincinnati's Planning Department to gather more information about the Parking Overlay and to make sure it would benefit the community.

In addition to speaking with city representatives, we have also presented the idea and map at the Camp Washington Community Council meeting and the Camp Washington Business Association. We received little feedback or concern for implementing the Parking Overlay, which secured our decision to request the City of Cincinnati to review the materials.

Thank you for your time and we look forward to working with you all on this project.

Sincerely,

Sidney Nation

Sidney Nation
Executive Director
Camp Washington Community Board

Exhibit B

Exhibit C

5-10-21

City of Cincinnati
Planning Commission
Two Centennial Plaza
805 Central Avenue, Suite 720
Cincinnati, OH 45202

Dear City of Cincinnati Planning Commission,

I am writing to state that the Camp Washington Community Council supports the Urban Parking Overlay for Camp Washington and believe that it will provide more opportunity for property owners.

The proposed project will alleviate the stress of parking requirements for commercial and residential property owners in Camp Washington, which has been an issue that restricted many of our property owners.

The Urban Overlay will:
1. Improve the number of vacant residential and commercial properties in Camp Washington
2. Spark the revitalization of the Camp Washington Neighborhood Business District
3. Remove the need to apply for parking variances to do necessary repairs or improvements to properties.

The success of the Urban Overlay is vital to the economic growth and vibrancy of Camp Washington's Neighborhood Business District and to the reactivation of vacant properties in the neighborhood.

Thank you for your consideration of this overlay and the investment into the neighborhood of Camp Washington.

Sincerely,

Justin Leach
President, Camp Washington Community Council

Exhibit D

CHRISTOPHER A. CAIN

FURNITURE CRAFTSMAN

May 18, 2021

James Weaver, Sr. City Planner
Dept. of City Planning
2 Centennial Plaza
805 Central Avenue
Cincinnati, Ohio

Ms. Weaver,

I am writing in opposition to the proposed Urban Parking Overlay District over a portion of Camp Washington. As a property and business owner on Colerain Avenue for over 20 years, parking is already an issue. Most properties have no off-street parking leaving residents to park continuously on the street, coupled with daily business parking, there are already not enough spaces to go around. For example at my end of Colerain, there are two barber shops (one has less than 500 sq ft.) that generate parking all day, particularly on Thursday and Friday. Two currently vacant buildings, 2815 and 2819-21 are scheduled for renovation bringing many new residents, and neither building has off street parking.

There needs to be an updated concerted effort to address the need for off street parking throughout the neighborhood. At our end of Colerain, Direct Xpress has a large vacant lot next to the barber shop and one of the soon to be renovated buildings, and on Marshall there is a vacant lot which could service properties fronting on Colerain. We need to look at alternatives to a growing parking problem before we just give up and let chaos reign.

Sincerely

Christopher A. Cain

2817 COLERAIN AVENUE
CINCINNATI, OHIO 45225 (513) 600-9840

CAMP WASHINGTON
BUSINESS ASSOCIATION

May 28, 2021

Honorable Mayor John Cranley
City of Cincinnati
801 Plum Street, Suite 150
Cincinnati, OH 45202

Dear Mayor Cranley:

The Camp Washington Business Association supports to add Urban Parking Overlay District #2: Camp Washington.

The Business Association wants to see Camp Washington's continued revitalization and believe this is a critical piece to that end.

We respectfully request your cooperation with and support of Mr. Weaver's proposal.

With warm regards,

Matthew Wagner, President
Camp Washington Business Association

1315 HOPPLE LLC
1315 HOPPLE ST
CINCINNATI OH 45225

1326 HOPPLE CINCINNATI LLC
600 HAMILTON ST SUITE 500
ALLENTOWN PA 18101

1373 AVON PLACE LLC
1368 AVON PL
CINCINNATI OH 45225

2855 COLERAIN LLC
1546 KNOWLTON ST
CINCINNATI OH 45223

2906 SIDNEY AVENUE LLC
PO BOX 14506 %NORTHSIDE MEAT CO
CINCINNATI OH 45250

2906 SIDNEY LLC
PO BOX 14056
CINCINNATI OH 45250

2906 SYDNEY AVENUE LLC
3114 SPRING GROVE AVE
CINCINNATI OH 45225

2917 SIDNEY LLC
2910 SIDNEY AVE
CINCINNATI OH 45225

2938 SIDNEY AVENUE LLC
2906 SIDNEY AVE
CINCINNATI OH 45225

2949 MASS LLC
2910 SYDNEY AVE
CINCINNATI OH 45202

2953 MASS LLC
2906 SYDNEY AVE
CINCINNATI OH 45202

2964 BURLINGTON LLC
1317 HOPPLE ST
CINCINNATI OH 45225

3010 COLERAIN AVENUE LLC
3010 COLERAIN AVE
CINCINNATI OH 45255

3025 COLERAIN LLC
4680 MISSION LN
CINCINNATI OH 45223

AFFORDABLE THRU-WALL A/C LLC
2958 HENSHAW
CINCINNATI OH 45225

ALLEN FRANCES M & REBECCA L PYLES
3070 SYDNEY AVE
CINCINNATI OH 45225

ALNAJAR KHALID
1327 HOPPLE ST
CINCINNATI OH 45225

ALTERDOYLE HOMES LLC
7808 E KEMPER RD
CINCINNATI OH 45249

ARTIST CITY PROPERTIES LLC
2940 COLERAIN AVE
CINCINNATI OH 45225

ASH PATRICIA ANN
2953 SIDNEY AVE
CINCINNATI OH 45225-2134

ASSAS MOHAMED A & NASSIMA ELKAMAL
2375 MONTANA AVE #519
CINCINNATI OH 45211

BAILEY CRAIG
3603 NEWTON AVE
CINCINNATI OH 45207

BAILEY DAVID & MARY VIDOUREK
2806 COLERAIN AVE
CINCINNATI OH 45225

BAILEY LINDA S
2972 SIDNEY AVE
CINCINNATI OH 45225

BAILEY VICTOR
2093 PHILADELPHIA PIKE
CLAYMONT DE 19703

BAKER KEITH
2813 COLERAIN AVE
CINCINNATI OH 45225

BARBER RANDY & MARSHA
3079 HENSHAW AVE
CINCINNATI OH 45225-1836

BARBER RANDY LEE
3076 SIDNEY AVE
CINCINNATI OH 45225-1819

BARNES SUZANNA M @ 3
1066 RACHEL ST
CINCINNATI OH 45225

BARNETT ERIC
1230 BATES AVE
CINCINNATI OH 45225

BEILER LORI A
28977 BARBER RD
WEST HARRISON IN 47060

BELGHITI HAMID
1070 RACHEL ST
CINCINNATI OH 45225

BLOOM THERESA R
1235 BATES AVE
CINCINNATI OH 45225-1339

BNK DEVELOPMENT LLC
120 MARKET ST
INDIANAPOLIS IN 46204

BOMKAMP KEVIN L
2915 COLERAIN AVE
CINCINNATI OH 45244

BONOMINI JOSEPH L
3281 WOODS RD
LAWRENCEBURG IN 47025

BOONE TYREL D
3061 SIDNEY AVE
CINCINNATI OH 45225

BOWMAN BRENDYN TR
256 MOHAWK ST
CINCINNATI OH 45214

BOYLE CASEY AUSTIN
2855 HENSHAW AVE
CINCINNATI OH 45225

BOYLE EDNA J
2962 HENSHAW AVE
CINCINNATI OH 45225

BROWN STEVEN
1369 AVON PL
CINCINNATI OH 45225

BUFORD MARIA L
1314 ELAM ST
CINCINNATI OH 45225-1808

CAIN CHRISTOPHER A & LINDA GOLDENHAR
2817 COLERAIN AVE
CINCINNATI OH 45225

CAMP WASHINGTON CHILI INC
3005 COLERAIN AVE
CINCINNATI OH 45225

CAMP WASHINGTON COMMUNITY BOARD INC
2951 SIDNEY AVE
CINCINNATI OH 45225-2134

CAMP WASHINGTON REALTY LLC
1020 KIELEY PL
CINCINNATI OH 45217

CAMPER 29 LLC
2692 MADISON RD STE N1 #210
CINCINNATI OH 45208

CANTEY SARAH M & KARMA J NUTTER
3073 SIDNEY AVE
CINCINNATI OH 45225

CAPITAL COALITION LLC
3106-3108 COLERAIN AVE
CINCINNATI OH 45225

CARDER STEVEN G
2873 COLERAIN AVE
CINCINNATI OH 45225

CG HOUSING LLC
413 HUNTLEY CT
LEBANON OH 45036

CINCINNATI CONCESSION CO
1320 ETHAN AVE
CINCINNATI OH 45225

CINCINNATI METROPOLITAN HOUSING AUTHORITY
1635 WESTERN AVE
CINCINNATI OH 45214

CINNANTA PROPERTIES LLC
817 WADE FARM DR
AUSTELL GA 30168

CLARK RUTH A & WILLIAM J
2911 SIDNEY AVE
CINCINNATI OH 45225

COLEMAN HARVEY D & DEBRA J
2921 HENSHAW AVE
CINCINNATI OH 45225

COLERAIN HOLDINGS LLC C/O REALIANT PROPERTY MGMT
3103 COLERAIN AVE
CINCINNATI OH 45225

COOK BARBARA
3086 HENSHAW AVE
CINCINNATI OH 45225-1835

COOPER LARRY
10976 NORTH HOGAN RD
AURORA IN 47001

CULLEN GEOFFREY CHARLES & CALCAGNO HEATHER
3631 HIGHLAND GREEN
CINCINNATI OH 45245

CUTIE PIE PROPERTIES III LLC
P O BOX 19129
CINCINNATI OH 45219

D & B REALTY ASSOCIATES LTD
15 REILY RD
CINCINNATI OH 45215

DANIELS DARRYL
1320 ELAM ST
CINCINNATI OH 45225

DAVIS BENTLEY S
2977 SIDNEY AVE #2
CINCINNATI OH 45225

DAVIS BETTY J
2937 SIDNEY AVE
CINCINNATI OH 45225

DAY DONALD @ 4
2954 HENSHAW AVE
CINCINNATI OH 45225-2122

DWYER JOHN
1197 W EIGHTH ST
CINCINNATI OH 45203

EDMERSON ANTHONY
919 FINDLAY IL ST
CINCINNATI OH 45214

EUBANKS MICHAEL J & YOLANDA
1637 PULTE ST
CINCINNATI OH 45225

EXCEL DEVELOPMENT CO INC
2403 AUBURN AVE
CINCINNATI OH 45219

FERRARI ANTONIO
2941 MASSACHUSETTS AVE
CINCINNATI OH 45225

FERRARI ANTONIO F
2925 SIDNEY AVE
CINCINNATI OH 45225

FIFTH THIRD BANK
38 FOUNTAIN SQUARE MD 10ATA1
CINCINNATI OH 45263

FOR RENT PROPERTIES LLC
P O BOX 498484 ATTN JAMES COLLIER
CINCINNATI OH 45249

FORD GERALD A
1223 BATES AVE
CINCINNATI OH 45225-1339

FORD LAVERNE
3067 HENSHAW AVE
CINCINNATI OH 45225-1836

FREDETTE SCOTT
4370 HAMILTON AVE
CINCINNATI OH 45223

GIBSON JOCELYN M & JUSTIN A LEACH
1211 BATES AVE
CINCINNATI OH 45225

GILLESPIE DENNIS
5563 BOOMER RD
CINCINNATI OH 45247-7922

GILLISPIE ROBERT
5620 ST RTE 128
CLEVES OH 45002

GORMAN SAMUEL T
2936 SIDNEY AVE
CINCINNATI OH 45225

GRANT INVESTMENTS LLC
PO BOX 46307 KYRENE BUILDING
CINCINNATI OH 45246

GRILLI PAUL WILLIAM & NATALIE
MANCINO
3066 HENSHAW AVE
CINCINNATI OH 45255

HACKER JOHN F
3071 MASSACHUSETTS AVE
CINCINNATI OH 45225-1816

HAL MFG COMPANY
3116 SPRING GROVE AVE
CINCINNATI OH 45225

HALSTEAD PROPERTIES LLC
PO BOX 9392
CINCINNATI OH 45214

HAMILTON COUNTY COMMRS BOARD
OF
138 E COURT ST
CINCINNATI OH 45202

HAPKEY LLC
3104 SPRING GROVE AVE
CINCINNATI OH 45225

HARRIS MARK & CARMEL BUCKLEY
7797 SHAWNEE RUN RD
CINCINNATI OH 45243

HART BRIAN D
2964 SIDNEY
CINCINNATI OH 45214

HIGGINBOTHAN JAMMIE E
2921 SIDNEY AVE
CINCINNATI OH 45225

HILL ROY J
2820 COLERAIN AVE
CINCINNATI OH 45225

HOGAN CURT E
1316 ELAM ST
CINCINNATI OH 45225

HOLLOWAY ERIN & LARAY HAMILTON
4571 KIRBY AVE
CINCINNATI OH 45223

HOLMES DENNIS M
4235 MAD ANTHONY ST APT 2
CINCINNATI OH 45223

HORTON DONALD & HORTON JAMES
3071 HENSHAW
CINCINNATI OH 45219

HUDDLE REAL ESTATE LLC
2917 COLERAIN AVE
CINCINNATI OH 45225

J & J BROTHERS LEASING LLC
2841 COLERAIN AVE
CINCINNATI OH 45225

JOHNSON LASHON
7809 LENNOXSHIRE LN
CHARLOTTE NC 28210

JOHNSON RONALD LEE
2822 COLERAIN AVE
CINCINNATI OH 45225

JOHNSON TAWANDA
1234 BATES AVE
CINCINNATI OH 45225-1308

JUSTICE DAVID C JR
1239 BATES AVE
CINCINNATI OH 45225

KAPLAN FRED M & CHRISTINA L ZYCH
1218 BATES AVE
CINCINNATI OH 45225

KELTY WANDA R
7596 DOG TROT
CINCINNATI OH 45248

KENT VENUS
3063 HENSHAW AVE
CINCINNATI OH 45225

KILEY TYLER L
597 TERRACE AVE
CINCINNATI OH 45220

KITE VINCENT PROPERTIES LLC
521 SAGE RUN DR
LEBANON OH 45036

KLEINE-KREUTZMANN CATHERINE
1313 ELAM ST
CINCINNATI OH 45225-1807

KLOR KLEEN INC
3118 SPRING GROVE AVE
CINCINNATI OH 45225

KNIGHT ROBERT & PAMELA
15 W FOURTH ST UNIT 307
CINCINNATI OH 45202

KNODLE ELIZABETH & JASON H
HOUNSHELL
1311 ELAM ST
CINCINNATI OH 45225

KNUE JOSEPH H JR & JOANN T
9633 HARRISON PIKE
CLEVES OH 45002

KNUTSON CHAD
3092 COLERAIN AVE
CINCINNATI OH 45225

KSL INVESTMENTS PROPERTIES CORP
1095 SPRUCEGLEN DR
CINCINNATI OH 45224

KUERTZ SAVANNA LYNN
1060 TOWNSHIP ST
CINCINNATI OH 45225

KUROWSKI HENRY & MYRTLE
3122 COLERAIN AVE
CINCINNATI OH 45225-1312

LANDERS KAREN P
1246 BATES AVE
CINCINNATI OH 45225

LESNIAK JEREMY Q
2939 SIDNEY AVE
CINCINNATI OH 45225

LOCAL 98 D A L U AFL-CIO
3118 COLERAIN AVE
CINCINNATI OH 45225

LUKE HENRY & MAYMAY CHAN
8126 BRIDLEMAKER LN
CINCINNATI OH 45249

MARSHALL GEORGE B
8386 FRANE LN
CINCINNATI OH 45236

MARSHALL WILLIAM K & JODI M
1319 ELAM ST
CINCINNATI OH 45225

MASJID AS SUNNAH INC
1254 BATES AVE
CINCINNATI OH 45225

MATTHEWS JOE & YVONNE
2965 SIDNEY AVE
CINCINNATI OH 45225

MAYNARD SHAILAH A & JOHN M STANKOVICH
1311 CHASE AVE
CINCINNATI OH 45223

MAYO ROBERT III & ROMONA J BRIGHT-MAYO
3646 SOLAR VISTA PLACE
CINCINNATI OH 45213

MCINTOSH ALICE
3069 HENSHAW AVE
CINCINNATI OH 45225

MCKINLEY ANDREW
2930 SPRING GROVE AVE
CINCINNATI OH 45225

MEYER TOOL INC
3064 COLERAIN AVE
CINCINNATI OH 45225

MI JINGYI
3969 LOWRY AVE
CINCINNATI OH 45229

MIDDLE EARTH PROPERTIES
PO BOX 14508
CINCINNATI OH 45250

MILLER STEVEN JOSEPH
1231 BATES AVE
CINCINNATI OH 45225

MOORE JOHN MICHAEL
1207 BATES AVE
CINCINNATI OH 45225-1307

MORRIS ROBERT J
2853 COLERAIN AVE
CINCINNATI OH 45225

MULBERRY VIEWS LLC
8824 FALMOUTH DR
CINCINNATI OH 45231

MUTTERS RONALD & VIRGINIA
3074 HENSHAW AVE
CINCINNATI OH 45225-1835

NEWSOME TINA M
1236 BATES AVE
CINCINNATI OH 45225-1308

NORTHSIGHTED LLC
P O BOX 11674
CINCINNATI OH 45211

OAKLEAF REALTY CO INC
5966 STEWART RD
CINCINNATI OH 45227

OCHS-NADERER CHRISTINE M & CALEB A
3065 SIDNEY AVE
CINCINNATI OH 45225

OEHLSCHLAEGER PRISCILLA @2
3088 HENSHAW AVE
CINCINNATI OH 45255

OHARA TERRELL L
2166 CRANE AVE
CINCINNATI OH 45207

OMEGA PROPERTIES LLC
3202 COLERAIN AVE
CINCINNATI OH 45225

ORNELLA PRESTON & SHERRY
5899 FROST RD
GEORGETOWN OH 45121

OVERBEY GREGORY A
2908 COLERAIN AVE
CINCINNATI OH 45225

P S IMAGINATION LLC
2864 SPRING GROVE AVE
CINCINNATI OH 45225

PARTIN DILLARD & MARY H
3068 HENSHAW AVE
CINCINNATI OH 45225-1835

PICKETT ROSALIE
1243 BATES AVE
CINCINNATI OH 45225

PITTMAN JEREMIAH
2926 HENSHAW AVE
CINCINNATI OH 45225-2106

PITTMAN LINDA
2924 HERSHOW AVE
CINCINNATI OH 45225

PLAZA FOUR INVESTORS LLC
3210 NEW YEAR DR
CINCINNATI OH 45251

PREME INVESTMENT GROUP LLC
10574 LATINA CT
CINCINNATI OH 45218

PRIDE RESOURCES LLC
2737 COLERAIN AVE
CINCINNATI OH 45225

PSIHOUNTAKIS MANOUSO G &
ANASTASIA M
126 SPYGLASS CT
CINCINNATI OH 45238

QUIGGIE PROPERTIES LLC
536 EVANSWOOD PL
CINCINNATI OH 45220

RAMSEY LILLIE M
1244 BATES AVE
CINCINNATI OH 45225-1308

REHAB IN PROCESS LLC
5423 GRAFTON
CINCINNATI OH 45237

RICHARDS WAYNE G
4672 DRYRIDGE
CINCINNATI OH 45252

RILEY BRENT C
1393 KENROSS CT
CINCINNATI OH 45240

RLB HOLDINGS LLC
46 SHERIDAN AVENUE
FT. THOMAS KY 40175

RLG PROPERTY MANAGEMENT LLC
5516 RACEVIEW AVE
CINCINNATI OH 45248

ROGERS JORDIN
3073 MASSACHUSETTS AVE
CINCINNATI OH 45225

ROI ENTERPRISES LLC
PO BOX 53769
CINCINNATI OH 45253-0769

ROOK MARY M
2945 MASSACHUSETTS AVE
CINCINNATI OH 45225

ROUSE VICKIE L
2950 HENSHAW AVE
CINCINNATI OH 45225

SANDUSKY BOYD
2933 SIDNEY AVE
CINCINNATI OH 45225

SANREGRET ADAM
3071 SIDNEY AVE
CINCINNATI OH 45255

SAVOCA THOMAS M
650 E MCMILLIAN SUITE 100
CINCINNATI OH 45202

SCHERER MICHAEL E
3074 SIDNEY
CINCINNATI OH 45225

SCHERTZ MATTHEW RICHARD &
DEBORAH ROCHELLE
2952 BURLINGTON PL
CINCINNATI OH 45255

SCHMIDT INGRID A
3078 HENSHAW AVE UNIT 1
CINCINNATI OH 45225

SCOTT RAY & NORMA J
3064 HENSHAW AVE
CINCINNATI OH 45225-1835

SEILER CARY E
2870 JESSAMINE ST
CINCINNATI OH 45225

SMITH JOSHUA A & HANNAH L
FOUREMAN
3083 HENSHAW AVE
CINCINNATI OH 45225

SMITH NEDRA B
2934 SIDNEY AVE
CINCINNATI OH 45225-2125

SPROWLS GARRY M & JANET M
2911 COLERAIN AVE
CINCINNATI OH 45225

STATE OF OHIO
505 S STATE ROUTE 741
LEBANON OH 45036

STEVE'S COMMUNITY SHENANIGANS
LLC
1145 GLENNA DRIVE
CINCINNATI OH 45238

T L C PROPERTIES INC
PO BOX 66338
BATON ROUGE LA 70896

TALLARIGO JOANNE W
3260 GLENDORA AVE
CINCINNATI OH 45220

THE COMPOUND LLC
1828 FREEMAN AVE
CINCINNATI OH 45214

THOMAS CEDRIC D
6400 ELWYNNE DR
CINCINNATI OH 45236

THOMAS CEDRIC D TR
6400 ELWYNE DR
CINCINNATI OH 45236

THOMPSON AMBER M
2340 OAKTREE PL
CINCINNATI OH 45238

THRIVING INVESTMENTS LLC
9569 COLEGATE WAY
HAMILTON OH 45011

TOLENTINO MATTHEW A & DANIELLE BENNIGNUS
1255 BATES AVE
CINCINNATI OH 45225

TRB INVESTMENTS LTD
2908 SPRING GROVE AVE
CINCINNATI OH 45225

TUCKER JAMES
1515 MARKET ST
CINCINNATI OH 45215

TWENTY NINE SEVENTY FOUR LLC
2974 COLERAIN AVE
CINCINNATI OH 45225

TWO STORIES PROPERTY LLC
261 MOHAWK ST
CINCINNATI OH 45214

UNITED COALITION FOR ANIMALS
2828 COLERAIN AVE
CINCINNATI OH 45225

UNITED RELIANCE LLC
PO BOX 23158
CINCINNATI OH 45223

URBAN OVERLAP LLC
1709 CHASE AVE
CINCINNATI OH 45223

VERMILION CAPITAL PARTNERS
PO BOX 32098
CINCINNATI OH 45232

VOLZ KAREN J
1210 BATES AVE
CINCINNATI OH 45225-1308

WALKER LUECREASIA M
1216 BATES AVE
CINCINNATI OH 45225

WASHINGTON EVANG CHURCH THE
2950 SIDNEY AVE
CINCINNATI OH 45225

WATSON DANIEL
1241 BATES AVE
CINCINNATI OH 45225

WATTS MINNIE P
1253 BATES AVE
CINCINNATI OH 45225-1343

WATTS TARA M
3082 HENSHAW AVE
CINCINNATI OH 45225

WELCH MELINDA E & KEVIN M
3059 SIDNEY AVE
CINCINNATI OH 45225

WENDYS PROPERTIES LLC
ONE DAVE THOMAS BLVD C/O THE WENDYS COMPANY
DUBLIN OH 43017

WESLEY RUSSELL C
1245 BATES AVE
CINCINNATI OH 45225

WHITE C DON TR
3096 COLERAIN AVE
CINCINNATI OH 45225

WHITE CATHERINE LOUISE
1237 BATES AVE
CINCINNATI OH 45225

WHITE DON
4221 COLERAIN AVE
CINCINNATI OH 45225

WHITEHEAD PATRICIA
2921 MASSACHUSETTS AVE
CINCINNATI OH 45225

WILEY LARK A@3
3021 CARROLL AVE
CINCINNATI OH 45248

WILSON GREG
2867 COLERAIN AVE
CINCINNATI OH 45225

WINANS PAULA J
3085 MASSACHUSETTS AVE
CINCINNATI OH 45225

AVERY 5160

Easy Peel® Address Labels
Bend along line to expose Pop-up Edge®

Go to avery.com/templates
Use Avery Template 5160

WOOD STEPHEN D
PO BOX 69
MORNING VIEW KY 41063

ZAHNEIS FAMILY REAL ESTATE III LLC
6605 POWNER FARM DR
CINCINNATI OH 45248

CAMP WASHINGTON COMMUNITY COUNCIL
2951 Sidney Ave
CINCINNATI OH 45225

Pat: avery.com/patents

Étiquettes d'adresse Easy Peel
Repliez à la hachure afin de révéler le rebord Pop-up®

Allez à avery.ca/gabarits
Utilisez le Gabarit Avery 5160

1315 HOPPLE LLC
1315 HOPPLE ST
CINCINNATI OH 45225

1326 HOPPLE CINCINNATI LLC
600 HAMILTON ST SUITE 500
ALLENTOWN PA 18101

1373 AVON PLACE LLC
1368 AVON PL
CINCINNATI OH 45225

2855 COLERAIN LLC
1546 KNOWLTON ST
CINCINNATI OH 45223

2906 SIDNEY AVENUE LLC
PO BOX 14506 %NORTHSIDE MEAT CO
CINCINNATI OH 45250

2906 SIDNEY LLC
PO BOX 14056
CINCINNATI OH 45250

2906 SYDNEY AVENUE LLC
3114 SPRING GROVE AVE
CINCINNATI OH 45225

2917 SIDNEY LLC
2910 SIDNEY AVE
CINCINNATI OH 45225

2938 SIDNEY AVENUE LLC
2906 SIDNEY AVE
CINCINNATI OH 45225

2949 MASS LLC
2910 SYDNEY AVE
CINCINNATI OH 45202

2953 MASS LLC
2906 SYDNEY AVE
CINCINNATI OH 45202

2964 BURLINGTON LLC
1317 HOPPLE ST
CINCINNATI OH 45225

3010 COLERAIN AVENUE LLC
3010 COLERAIN AVE
CINCINNATI OH 45255

3025 COLERAIN LLC
4680 MISSION LN
CINCINNATI OH 45223

AFFORDABLE THRU-WALL A/C LLC
2958 HENSHAW
CINCINNATI OH 45225

ALLEN FRANCES M & REBECCA L PYLES
3070 SYDNEY AVE
CINCINNATI OH 45225

ALNAJAR KHALID
1327 HOPPLE ST
CINCINNATI OH 45225

ALTERDOYLE HOMES LLC
7808 E KEMPER RD
CINCINNATI OH 45249

ARTIST CITY PROPERTIES LLC
2940 COLERAIN AVE
CINCINNATI OH 45225

ASH PATRICIA ANN
2953 SIDNEY AVE
CINCINNATI OH 45225-2134

ASSAS MOHAMED A & NASSIMA ELKAMAL
2375 MONTANA AVE #519
CINCINNATI OH 45211

BAILEY CRAIG
3603 NEWTON AVE
CINCINNATI OH 45207

BAILEY DAVID & MARY VIDOUREK
2806 COLERAIN AVE
CINCINNATI OH 45225

BAILEY LINDA S
2972 SIDNEY AVE
CINCINNATI OH 45225

BAILEY VICTOR
2093 PHILADELPHIA PIKE
CLAYMONT DE 19703

BAKER KEITH
2813 COLERAIN AVE
CINCINNATI OH 45225

BARBER RANDY & MARSHA
3079 HENSHAW AVE
CINCINNATI OH 45225-1836

BARBER RANDY LEE
3076 SIDNEY AVE
CINCINNATI OH 45225-1819

BARNES SUZANNA M @ 3
1066 RACHEL ST
CINCINNATI OH 45225

BARNETT ERIC
1230 BATES AVE
CINCINNATI OH 45225

BEILER LORI A
28977 BARBER RD
WEST HARRISON IN 47060

BELGHITI HAMID
1070 RACHEL ST
CINCINNATI OH 45225

BLOOM THERESA R
1235 BATES AVE
CINCINNATI OH 45225-1339

BNK DEVELOPMENT LLC
120 MARKET ST
INDIANAPOLIS IN 46204

BOMKAMP KEVIN L
2915 COLERAIN AVE
CINCINNATI OH 45244

BONOMINI JOSEPH L
3281 WOODS RD
LAWRENCEBURG IN 47025

BOONE TYREL D
3061 SIDNEY AVE
CINCINNATI OH 45225

BOWMAN BRENDYN TR
256 MOHAWK ST
CINCINNATI OH 45214

BOYLE CASEY AUSTIN
2855 HENSHAW AVE
CINCINNATI OH 45225

BOYLE EDNA J
2962 HENSHAW AVE
CINCINNATI OH 45225

BROWN STEVEN
1369 AVON PL
CINCINNATI OH 45225

BUFORD MARIA L
1314 ELAM ST
CINCINNATI OH 45225-1808

CAIN CHRISTOPHER A & LINDA GOLDENHAR
2817 COLERAIN AVE
CINCINNATI OH 45225

CAMP WASHINGTON CHILI INC
3005 COLERAIN AVE
CINCINNATI OH 45225

CAMP WASHINGTON COMMUNITY BOARD INC
2951 SIDNEY AVE
CINCINNATI OH 45225-2134

CAMP WASHINGTON REALTY LLC
1020 KIELEY PL
CINCINNATI OH 45217

CAMPER 29 LLC
2692 MADISON RD STE N1 #210
CINCINNATI OH 45208

CANTEY SARAH M & KARMA J NUTTER
3073 SIDNEY AVE
CINCINNATI OH 45225

CAPITAL COALITION LLC
3106-3108 COLERAIN AVE
CINCINNATI OH 45225

CARDER STEVEN G
2873 COLERAIN AVE
CINCINNATI OH 45225

CG HOUSING LLC
413 HUNTLEY CT
LEBANON OH 45036

CINCINNATI CONCESSION CO
1320 ETHAN AVE
CINCINNATI OH 45225

CINCINNATI METROPOLITAN HOUSING AUTHORITY
1635 WESTERN AVE
CINCINNATI OH 45214

CINNANTA PROPERTIES LLC
817 WADE FARM DR
AUSTELL GA 30168

CLARK RUTH A & WILLIAM J
2911 SIDNEY AVE
CINCINNATI OH 45225

COLEMAN HARVEY D & DEBRA J
2921 HENSHAW AVE
CINCINNATI OH 45225

COLERAIN HOLDINGS LLC C/O REALIANT PROPERTY MGMT
3103 COLERAIN AVE
CINCINNATI OH 45225

COOK BARBARA
3086 HENSHAW AVE
CINCINNATI OH 45225-1835

COOPER LARRY
10976 NORTH HOGAN RD
AURORA IN 47001

CULLEN GEOFFREY CHARLES & CALCAGNO HEATHER
3631 HIGHLAND GREEN
CINCINNATI OH 45245

CUTIE PIE PROPERTIES III LLC
P O BOX 19129
CINCINNATI OH 45219

D & B REALTY ASSOCIATES LTD
15 REILY RD
CINCINNATI OH 45215

DANIELS DARRYL
1320 ELAM ST
CINCINNATI OH 45225

DAVIS BENTLEY S
2977 SIDNEY AVE #2
CINCINNATI OH 45225

DAVIS BETTY J
2937 SIDNEY AVE
CINCINNATI OH 45225

DAY DONALD @ 4
2954 HENSHAW AVE
CINCINNATI OH 45225-2122

DWYER JOHN
1197 W EIGHTH ST
CINCINNATI OH 45203

EDMERSON ANTHONY
919 FINDLAY IL ST
CINCINNATI OH 45214

EUBANKS MICHAEL J & YOLANDA
1637 PULTE ST
CINCINNATI OH 45225

EXCEL DEVELOPMENT CO INC
2403 AUBURN AVE
CINCINNATI OH 45219

FERRARI ANTONIO
2941 MASSACHUSETTS AVE
CINCINNATI OH 45225

FERRARI ANTONIO F
2925 SIDNEY AVE
CINCINNATI OH 45225

FIFTH THIRD BANK
38 FOUNTAIN SQUARE MD 10ATA1
CINCINNATI OH 45263

FOR RENT PROPERTIES LLC
P O BOX 498484 ATTN JAMES COLLIER
CINCINNATI OH 45249

FORD GERALD A
1223 BATES AVE
CINCINNATI OH 45225-1339

FORD LAVERNE
3067 HENSHAW AVE
CINCINNATI OH 45225-1836

FREDETTE SCOTT
4370 HAMILTON AVE
CINCINNATI OH 45223

GIBSON JOCELYN M & JUSTIN A LEACH
1211 BATES AVE
CINCINNATI OH 45225

GILLESPIE DENNIS
5563 BOOMER RD
CINCINNATI OH 45247-7922

GILLISPIE ROBERT
5620 ST RTE 128
CLEVES OH 45002

GORMAN SAMUEL T
2936 SIDNEY AVE
CINCINNATI OH 45225

GRANT INVESTMENTS LLC
PO BOX 46307 KYRENE BUILDING
CINCINNATI OH 45246

GRILLI PAUL WILLIAM & NATALIE MANCINO
3066 HENSHAW AVE
CINCINNATI OH 45255

HACKER JOHN F
3071 MASSACHUSETTS AVE
CINCINNATI OH 45225-1816

HAL MFG COMPANY
3116 SPRING GROVE AVE
CINCINNATI OH 45225

HALSTEAD PROPERTIES LLC
PO BOX 9392
CINCINNATI OH 45214

HAMILTON COUNTY COMMRS BOARD OF
138 E COURT ST
CINCINNATI OH 45202

HAPKEY LLC
3104 SPRING GROVE AVE
CINCINNATI OH 45225

HARRIS MARK & CARMEL BUCKLEY
7797 SHAWNEE RUN RD
CINCINNATI OH 45243

HART BRIAN D
2964 SIDNEY
CINCINNATI OH 45214

HIGGINBOTHAN JAMMIE E
2921 SIDNEY AVE
CINCINNATI OH 45225

HILL ROY J
2820 COLERAIN AVE
CINCINNATI OH 45225

HOGAN CURT E
1316 ELAM ST
CINCINNATI OH 45225

HOLLOWAY ERIN & LARAY HAMILTON
4571 KIRBY AVE
CINCINNATI OH 45223

HOLMES DENNIS M
4235 MAD ANTHONY ST APT 2
CINCINNATI OH 45223

HORTON DONALD & HORTON JAMES
3071 HENSHAW
CINCINNATI OH 45219

HUDDLE REAL ESTATE LLC
2917 COLERAIN AVE
CINCINNATI OH 45225

J & J BROTHERS LEASING LLC
2841 COLERAIN AVE
CINCINNATI OH 45225

JOHNSON LASHON
7809 LENNOXSHIRE LN
CHARLOTTE NC 28210

JOHNSON RONALD LEE
2822 COLERAIN AVE
CINCINNATI OH 45225

JOHNSON TAWANDA
1234 BATES AVE
CINCINNATI OH 45225-1308

JUSTICE DAVID C JR
1239 BATES AVE
CINCINNATI OH 45225

KAPLAN FRED M & CHRISTINA L ZYCH
1218 BATES AVE
CINCINNATI OH 45225

KELTY WANDA R
7596 DOG TROT
CINCINNATI OH 45248

KENT VENUS
3063 HENSHAW AVE
CINCINNATI OH 45225

KILEY TYLER L
597 TERRACE AVE
CINCINNATI OH 45220

KITE VINCENT PROPERTIES LLC
521 SAGE RUN DR
LEBANON OH 45036

KLEINE-KREUTZMANN CATHERINE
1313 ELAM ST
CINCINNATI OH 45225-1807

KLOR KLEEN INC
3118 SPRING GROVE AVE
CINCINNATI OH 45225

KNIGHT ROBERT & PAMELA
15 W FOURTH ST UNIT 307
CINCINNATI OH 45202

KNODLE ELIZABETH & JASON H
HOUNSHELL
1311 ELAM ST
CINCINNATI OH 45225

KNUE JOSEPH H JR & JOANN T
9633 HARRISON PIKE
CLEVES OH 45002

KNUTSON CHAD
3092 COLERAIN AVE
CINCINNATI OH 45225

KSL INVESTMENTS PROPERTIES CORP
1095 SPRUCEGLEN DR
CINCINNATI OH 45224

KUERTZ SAVANNA LYNN
1060 TOWNSHIP ST
CINCINNATI OH 45225

KUROWSKI HENRY & MYRTLE
3122 COLERAIN AVE
CINCINNATI OH 45225-1312

LANDERS KAREN P
1246 BATES AVE
CINCINNATI OH 45225

LESNIAK JEREMY Q
2939 SIDNEY AVE
CINCINNATI OH 45225

LOCAL 98 D A L U AFL-CIO
3118 COLERAIN AVE
CINCINNATI OH 45225

LUKE HENRY & MAYMAY CHAN
8126 BRIDLEMAKER LN
CINCINNATI OH 45249

MARSHALL GEORGE B
8386 FRANE LN
CINCINNATI OH 45236

MARSHALL WILLIAM K & JODI M
1319 ELAM ST
CINCINNATI OH 45225

MASJID AS SUNNAH INC
1254 BATES AVE
CINCINNATI OH 45225

MATTHEWS JOE & YVONNE
2965 SIDNEY AVE
CINCINNATI OH 45225

MAYNARD SHAILAH A & JOHN M STANKOVICH
1311 CHASE AVE
CINCINNATI OH 45223

MAYO ROBERT III & ROMONA J BRIGHT-MAYO
3646 SOLAR VISTA PLACE
CINCINNATI OH 45213

MCINTOSH ALICE
3069 HENSHAW AVE
CINCINNATI OH 45225

MCKINLEY ANDREW
2930 SPRING GROVE AVE
CINCINNATI OH 45225

MEYER TOOL INC
3064 COLERAIN AVE
CINCINNATI OH 45225

MI JINGYI
3969 LOWRY AVE
CINCINNATI OH 45229

MIDDLE EARTH PROPERTIES
PO BOX 14508
CINCINNATI OH 45250

MILLER STEVEN JOSEPH
1231 BATES AVE
CINCINNATI OH 45225

MOORE JOHN MICHAEL
1207 BATES AVE
CINCINNATI OH 45225-1307

MORRIS ROBERT J
2853 COLERAIN AVE
CINCINNATI OH 45225

MULBERRY VIEWS LLC
8824 FALMOUTH DR
CINCINNATI OH 45231

MUTTERS RONALD & VIRGINIA
3074 HENSHAW AVE
CINCINNATI OH 45225-1835

NEWSOME TINA M
1236 BATES AVE
CINCINNATI OH 45225-1308

NORTHSIGHTED LLC
P O BOX 11674
CINCINNATI OH 45211

OAKLEAF REALTY CO INC
5966 STEWART RD
CINCINNATI OH 45227

OCHS-NADERER CHRISTINE M & CALEB A
3065 SIDNEY AVE
CINCINNATI OH 45225

OEHLSCHLAEGER PRISCILLA @2
3088 HENSHAW AVE
CINCINNATI OH 45255

OHARA TERRELL L
2166 CRANE AVE
CINCINNATI OH 45207

OMEGA PROPERTIES LLC
3202 COLERAIN AVE
CINCINNATI OH 45225

ORNELLA PRESTON & SHERRY
5899 FROST RD
GEORGETOWN OH 45121

OVERBEY GREGORY A
2908 COLERAIN AVE
CINCINNATI OH 45225

P S IMAGINATION LLC
2864 SPRING GROVE AVE
CINCINNATI OH 45225

PARTIN DILLARD & MARY H
3068 HENSHAW AVE
CINCINNATI OH 45225-1835

PICKETT ROSALIE
1243 BATES AVE
CINCINNATI OH 45225

PITTMAN JEREMIAH
2926 HENSHAW AVE
CINCINNATI OH 45225-2106

PITTMAN LINDA
2924 HERSHOW AVE
CINCINNATI OH 45225

PLAZA FOUR INVESTORS LLC
3210 NEW YEAR DR
CINCINNATI OH 45251

PREME INVESTMENT GROUP LLC
10574 LATINA CT
CINCINNATI OH 45218

PRIDE RESOURCES LLC
2737 COLERAIN AVE
CINCINNATI OH 45225

PSIHOUNTAKIS MANOUSO G &
ANASTASIA M
126 SPYGLASS CT
CINCINNATI OH 45238

QUIGGIE PROPERTIES LLC
536 EVANSWOOD PL
CINCINNATI OH 45220

RAMSEY LILLIE M
1244 BATES AVE
CINCINNATI OH 45225-1308

REHAB IN PROCESS LLC
5423 GRAFTON
CINCINNATI OH 45237

RICHARDS WAYNE G
4672 DRYRIDGE
CINCINNATI OH 45252

RILEY BRENT C
1393 KENROSS CT
CINCINNATI OH 45240

RLB HOLDINGS LLC
46 SHERIDAN AVENUE
FT. THOMAS KY 40175

RLG PROPERTY MANAGEMENT LLC
5516 RACEVIEW AVE
CINCINNATI OH 45248

ROGERS JORDIN
3073 MASSACHUSETTS AVE
CINCINNATI OH 45225

ROI ENTERPRISES LLC
PO BOX 53769
CINCINNATI OH 45253-0769

ROOK MARY M
2945 MASSACHUSETTS AVE
CINCINNATI OH 45225

ROUSE VICKIE L
2950 HENSHAW AVE
CINCINNATI OH 45225

SANDUSKY BOYD
2933 SIDNEY AVE
CINCINNATI OH 45225

SANREGRET ADAM
3071 SIDNEY AVE
CINCINNATI OH 45255

SAVOCA THOMAS M
650 E MCMILLIAN SUITE 100
CINCINNATI OH 45202

SCHERER MICHAEL E
3074 SIDNEY
CINCINNATI OH 45225

SCHERTZ MATTHEW RICHARD &
DEBORAH ROCHELLE
2952 BURLINGTON PL
CINCINNATI OH 45255

SCHMIDT INGRID A
3078 HENSHAW AVE UNIT 1
CINCINNATI OH 45225

SCOTT RAY & NORMA J
3064 HENSHAW AVE
CINCINNATI OH 45225-1835

SEILER CARY E
2870 JESSAMINE ST
CINCINNATI OH 45225

SMITH JOSHUA A & HANNAH L
FOUREMAN
3083 HENSHAW AVE
CINCINNATI OH 45225

SMITH NEDRA B
2934 SIDNEY AVE
CINCINNATI OH 45225-2125

SPROWLS GARRY M & JANET M
2911 COLERAIN AVE
CINCINNATI OH 45225

STATE OF OHIO
505 S STATE ROUTE 741
LEBANON OH 45036

STEVE'S COMMUNITY SHENANIGANS
LLC
1145 GLENNA DRIVE
CINCINNATI OH 45238

T L C PROPERTIES INC
PO BOX 66338
BATON ROUGE LA 70896

TALLARIGO JOANNE W
3260 GLENDORA AVE
CINCINNATI OH 45220

THE COMPOUND LLC
1828 FREEMAN AVE
CINCINNATI OH 45214

THOMAS CEDRIC D
6400 ELWYNNE DR
CINCINNATI OH 45236

THOMAS CEDRIC D TR
6400 ELWYNE DR
CINCINNATI OH 45236

THOMPSON AMBER M
2340 OAKTREE PL
CINCINNATI OH 45238

THRIVING INVESTMENTS LLC
9569 COLEGATE WAY
HAMILTON OH 45011

TOLENTINO MATTHEW A & DANIELLE BENNIGNUS
1255 BATES AVE
CINCINNATI OH 45225

TRB INVESTMENTS LTD
2908 SPRING GROVE AVE
CINCINNATI OH 45225

TUCKER JAMES
1515 MARKET ST
CINCINNATI OH 45215

TWENTY NINE SEVENTY FOUR LLC
2974 COLERAIN AVE
CINCINNATI OH 45225

TWO STORIES PROPERTY LLC
261 MOHAWK ST
CINCINNATI OH 45214

UNITED COALITION FOR ANIMALS
2828 COLERAIN AVE
CINCINNATI OH 45225

UNITED RELIANCE LLC
PO BOX 23158
CINCINNATI OH 45223

URBAN OVERLAP LLC
1709 CHASE AVE
CINCINNATI OH 45223

VERMILION CAPITAL PARTNERS
PO BOX 32098
CINCINNATI OH 45232

VOLZ KAREN J
1210 BATES AVE
CINCINNATI OH 45225-1308

WALKER LUECREASIA M
1216 BATES AVE
CINCINNATI OH 45225

WASHINGTON EVANG CHURCH THE
2950 SIDNEY AVE
CINCINNATI OH 45225

WATSON DANIEL
1241 BATES AVE
CINCINNATI OH 45225

WATTS MINNIE P
1253 BATES AVE
CINCINNATI OH 45225-1343

WATTS TARA M
3082 HENSHAW AVE
CINCINNATI OH 45225

WELCH MELINDA E & KEVIN M
3059 SIDNEY AVE
CINCINNATI OH 45225

WENDYS PROPERTIES LLC
ONE DAVE THOMAS BLVD C/O THE WENDYS COMPANY
DUBLIN OH 43017

WESLEY RUSSELL C
1245 BATES AVE
CINCINNATI OH 45225

WHITE C DON TR
3096 COLERAIN AVE
CINCINNATI OH 45225

WHITE CATHERINE LOUISE
1237 BATES AVE
CINCINNATI OH 45225

WHITE DON
4221 COLERAIN AVE
CINCINNATI OH 45225

WHITEHEAD PATRICIA
2921 MASSACHUSETTS AVE
CINCINNATI OH 45225

WILEY LARK A@3
3021 CARROLL AVE
CINCINNATI OH 45248

WILSON GREG
2867 COLERAIN AVE
CINCINNATI OH 45225

WINANS PAULA J
3085 MASSACHUSETTS AVE
CINCINNATI OH 45225

WOOD STEPHEN D
PO BOX 69
MORNING VIEW KY 41063

ZAHNEIS FAMILY REAL ESTATE III LLC
6605 POWNER FARM DR
CINCINNATI OH 45248

CAMP WASHINGTON COMMUNITY COUNCIL
2951 Sidney Ave
CINCINNATI OH 45225

June 9, 2021

city of CINCINNATI
CITY PLANNING

Cincinnati City Council
Council Chambers, City Hall
Cincinnati, Ohio 45202

Dear Members of Council:

We are transmitting herewith an Ordinance captioned as follows:

ESTABLISHING Urban Parking Overlay District #2, "Camp Washington," in the Camp Washington neighborhood as an urban parking overlay district to lift minimum off-street parking requirements in the area.

Summary:
On August 7, 2013, Cincinnati City Council approved Ordinance 259-2013 which allows City Council to create Urban Parking Overlay Districts over certain portions of the City. On September 19, 2019, Cincinnati City Council approved Ordinance 293-2018 which created Urban Parking Overlay District #1: Urban Core over Downtown, Over-the-Rhine, Pendleton, and parts of Mt. Auburn and West End.

On March 1, 2021, the Camp Washington Community Board formally requested an Urban Parking Overlay District, along with a map of the desired boundary. The proposal is to create Urban Parking Overlay District #2, "Camp Washington", in a portion of Camp Washington, as an overlay district to eliminate all off-street parking requirements in the area within the Overlay District, except for the physical location of parking, should any be provided.

Minimum parking requirements are not designed to promote a high-density, walkable, pedestrian-friendly, and mixed-use environment, as well as a strong sense of character of place. The Camp Washington Community Board made the request, and the Camp Washington Community Council and Business Association have provided letters of support.

This proposal is consistent with the approved Camp Washington neighborhood plan: *Made in Camp* (2018) and *Plan Cincinnati* (2012).

The City Planning Commission voted to approve the zone change at their June 4, 2021 meeting.

Motion to Approve:	Mr. Samad	Ayes:	Mr. Juech
			Mr. Eby
Seconded:	Mr. Smitherman		Mr. Smitherman
			Ms. McKinney
			Mr. Stallworth
			Ms. Sesler
			Mr. Samad

THE CITY PLANNING COMMISSION

Katherine Keough-Jurs

Katherine Keough-Jurs, AICP, Director
Department of City Planning and Engagement

KKJ: jmw
Encl.: Staff Report, Ordinance

city of CINCINNATI

Interdepartment Correspondence Sheet

June 9, 2021

To: Mayor and Members of City Council 202102150

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – New Classification and Salary Range for the classification of Director of Procurement**

Attached is an Emergency Ordinance captioned:

> **ESTABLISHING** the classification and salary range schedule for the new employment classification of Director of Procurement; and ENACTING Section 993 of Division 5, Chapter 307 of the Cincinnati Municipal Code, in order to establish a new salary schedule and classification title for the new classification consistent with the organizational changes described herein.

The Human Resources Director has approved to establish the salary schedule and classification title for the new employment classification of Director of Procurement. The Department of Human Resources has done due diligence and conducted appropriate evaluation to ensure that the new salary schedule and classification title is consistent with similar positions with factors considered throughout the evaluation process including, scope of work and responsibility. The creation of the classification is necessary to fit the needs of the City, and consistent with the organizational changes described herein.

The Recommended FY 2022-2023 Biennial Operating Budget includes the transfer of the Division of Purchasing from the Department of Finance to the City Manager's Office and will be renamed as the Office of Procurement. The new Director of Procurement classification is necessary to align the Director's title with the revised Office name for FY 2022.

The reason for the emergency is the immediate need to establish the classification and salary ranges in order to recruit and retain qualified employees.

The Administration recommends passage of this Emergency Ordinance.

cc: Christopher A. Bigham, Assistant City Manager
Karen Alder, Finance Director
William M. Brown, Human Resources Director

Attachment

E M E R G E N C Y

LES

-2021

ESTABLISHING the classification and salary range schedule for the new employment classification of Director of Procurement; and ENACTING Section 993 of Division 5, Chapter 307 of the Cincinnati Municipal Code, in order to establish a new salary schedule and classification title for the new classification consistent with the organizational changes described herein.

WHEREAS, the City's Department of Human Resources is recommending the establishment of a new classification specification and salary range for Director of Procurement in order to support the creation of new departments and the ongoing duties of existing departments and Directors across various City agencies; and

WHEREAS, the City's Human Resources Department has determined the creation of the Director of Procurement classification specification is necessary to fit the needs of City-wide employment; and

WHEREAS, the creation of the Director of Procurement classification specification is necessary to ensure consistency in the knowledge, skills, and abilities required to carry out the fiduciary obligations prescribed to the position; and

WHEREAS, the Director of Procurement position and salary range provide greater prospects for succession planning and organizational planning among City leaders with institutional knowledge; and

WHEREAS, the Department of Human Resources has done its due diligence and conducted appropriate internal comparisons to ensure the new classification and salary range are consistent with the scope of services and the level of responsibility of the position of Director of Procurement, and the factors considered throughout the evaluation process included liability, scope of responsibility, judgment and independent action, accountability, and supervisory responsibility; and

WHEREAS, it has been determined that adopting the new salary range and classification title for the position is based upon a market analysis consistent with the organization changes described herein and internal cost of living adjustment comparisons as approved by City Council; and

WHEREAS, it is further recommended that future cost of living adjustments for the Director of Procurement be aligned with salary adjustments for the non-represented groups as approved by City Council; now, therefore,

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

Section 1. That new Section 993 of Division 5, Chapter 307 of the Cincinnati Municipal Code is hereby enacted as shown below:

Classification	**Minimum – Annual**	**Maximum – Annual**
Director of Procurement	$110,928.58	$154,246.15

Section 2. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to establish the classification and salary ranges in order to recruit and retain qualified employees.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

June 9, 2021

To: Mayor and Members of City Council 202102151

From: Paula Boggs Muething, City Manager

Subject: **Request for Emergency Ordinance – FY 2022 Restricted Funds Operating Budget**

Attached is an Emergency Ordinance captioned:

> **PROVIDING** for the appropriation for the current expenses and other expenditures of the Restricted Revenue Funds of the City of Cincinnati in the total amount of $497,788,710, specifically from the Water Works Fund; the Parking System Facilities Fund; the Convention Center Fund; the General Aviation Fund; the Municipal Golf Fund; the Stormwater Management Fund; the Bond Retirement Fund; the Street Construction, Maintenance and Repair Fund; the Income Tax-Infrastructure Fund; the Parking Meter Fund; the Municipal Motor Vehicle License Tax Fund; the Sawyer Point Fund; the Recreation Special Activities Fund; the Cincinnati Riverfront Park Fund; the Hazard Abatement Fund; the Bond Hill Roselawn Stabilization & Revitalization Operations Fund; the 9-1-1 Cell Phone Fees Fund; the Safe and Clean Fund; the Community Health Center Activities Fund; the Cincinnati Health District Fund; the Cincinnati Area Geographic Information System (CAGIS) Fund; and the County Law Enforcement Applied Regionally (CLEAR) Fund for operating requirements, capital outlay, and debt service for the fiscal year beginning July 1, 2021 and ending June 30, 2022; AUTHORIZING the transfer of the sum of $13,190 from the unappropriated surplus of the Convention Center Fund to the unappropriated surplus of the Bond Retirement Fund for the purpose of paying the City's FY 2022 General Fund Debt Service obligations related to bonds issued to fund Public Building Improvement Bonds for the purpose of energy improvements; AUTHORIZING the transfer of the sum of $900 from the unappropriated surplus of the General Aviation Fund to the unappropriated surplus of the Bond Retirement Fund for the purpose of paying the City's FY 2022 General Fund Debt Service obligations related to bonds issued to fund Public Building Improvement Bonds for the purpose of energy improvements; AUTHORIZING the transfer of the sum of $109,920 from the unappropriated surplus of the Street Construction, Maintenance and Repair Fund to the unappropriated surplus of the Bond Retirement Fund for the purpose of paying the City's FY 2022 General Fund Debt Service obligations related to bonds issued to fund Public Building Improvement Bonds for the purpose of energy improvements in the amount of $62,410 and the Early Retirement Incentive Program in the amount of $47,510; AUTHORIZING the transfer of the sum of $872,800 from the unappropriated surplus of the Income Tax-Infrastructure Fund to the unappropriated surplus of the Bond Retirement

Fund for the purpose of paying the City's FY 2022 General Fund Debt Service obligations related to bonds issued to fund Public Building Improvement Bonds in the amount of $684,870 and the Early Retirement Incentive Program in the amount of $187,930; AUTHORIZING the transfer of the sum of $38,560 from the unappropriated surplus of the Municipal Motor Vehicle License Tax Fund to the unappropriated surplus of the Bond Retirement Fund for the purpose of paying the City's FY 2022 General Fund Debt Service obligations related to bonds issued to fund Public Building Improvement Bonds in the amount of $3,735 and the Early Retirement Incentive Program in the amount of $34,825; AUTHORIZING the transfer of the sum of $19,430 from the unappropriated surplus of the County Law Enforcement Applied Regionally (CLEAR) Fund to the unappropriated surplus of the Bond Retirement Fund for the purpose of paying the City's FY 2022 General Fund Debt Service obligations related to bonds issued to fund the Early Retirement Incentive Program; AUTHORIZING the transfer of the sum of $200,000 from the unappropriated surplus of General Aviation Fund 104 to reserve account no. 104x3444, "FAA/ODOT Local Match – Reserve for Capital Projects," for the purpose of holding resources needed to fulfill local match requirements for future capital improvements financed with FAA/ODOT Airport Grants awarded to Lunken Airport; and AUTHORIZING the transfer of the sum of $50,000 from the unappropriated surplus of the Parking System Facilities Fund to reserve account no. 102x3441, "U-Square Garage – Reserve for Capital Projects," the transfer of the sum of $20,000 from the unappropriated surplus of the Parking System Facilities Fund to reserve account no. 102x3442, "VP3 Garage – Reserve for Capital Projects," and the transfer of the sum of $20,000 from the unappropriated surplus of the Parking System Facilities Fund to reserve account no. 102x3443, "Hampton Inn Garage – Reserve for Capital Projects," for the purpose of making contractually obligated payments for repairs for each identified garage.

There are two changes reflected in this Emergency Ordinance from the Recommended FY 2022 Restricted Funds Operating Budget:

- In Bond Hill Roselawn Stabilization & Revitalization Operations Fund 358, the full remaining balance in the fund will be appropriated in FY 2022. That is an appropriation increase of $98,530 from $151,470 to $250,000. Once the funds are exhausted, the fund will be eliminated.

- In Cincinnati Health District Fund 416, the City Manager's Recommended FY 2022 Operating Budget relied on an expected fund balance of $1,000,000 as a source for FY 2022. That fund balance was expected to be available due to reimbursements for COVID-19 vaccination expenses. However, due to the timing of those reimbursements, which are now expected to be received after July 1, 2021, those reimbursements will be treated as revenue in the fund received in FY 2022 for prior-year expenses. Thus, the revenue estimate for the fund is increasing by $1,000,000 and fund balance will not be used as a source for the FY 2022 Operating Budget in that fund.

The reason for the emergency is the immediate need to provide for the current operating expenses of the City of Cincinnati to be consistent with the Fiscal Year 2022 Budget expenses of the City of Cincinnati prior to the beginning of Fiscal Year 2022 which begins on July 1, 2021.

The Administration recommends passage of this Emergency Ordinance.

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

Attachments

E M E R G E N C Y

KMB

-2021

PROVIDING for the appropriation for the current expenses and other expenditures of the Restricted Revenue Funds of the City of Cincinnati in the total amount of $497,788,710, specifically from the Water Works Fund; the Parking System Facilities Fund; the Convention Center Fund; the General Aviation Fund; the Municipal Golf Fund; the Stormwater Management Fund; the Bond Retirement Fund; the Street Construction, Maintenance and Repair Fund; the Income Tax-Infrastructure Fund; the Parking Meter Fund; the Municipal Motor Vehicle License Tax Fund; the Sawyer Point Fund; the Recreation Special Activities Fund; the Cincinnati Riverfront Park Fund; the Hazard Abatement Fund; the Bond Hill Roselawn Stabilization & Revitalization Operations Fund; the 9-1-1 Cell Phone Fees Fund; the Safe and Clean Fund; the Community Health Center Activities Fund; the Cincinnati Health District Fund; the Cincinnati Area Geographic Information System (CAGIS) Fund; and the County Law Enforcement Applied Regionally (CLEAR) Fund for operating requirements, capital outlay, and debt service for the fiscal year beginning July 1, 2021 and ending June 30, 2022; AUTHORIZING the transfer of the sum of $13,190 from the unappropriated surplus of the Convention Center Fund to the unappropriated surplus of the Bond Retirement Fund for the purpose of paying the City's FY 2022 General Fund Debt Service obligations related to bonds issued to fund Public Building Improvement Bonds for the purpose of energy improvements; AUTHORIZING the transfer of the sum of $900 from the unappropriated surplus of the General Aviation Fund to the unappropriated surplus of the Bond Retirement Fund for the purpose of paying the City's FY 2022 General Fund Debt Service obligations related to bonds issued to fund Public Building Improvement Bonds for the purpose of energy improvements; AUTHORIZING the transfer of the sum of $109,920 from the unappropriated surplus of the Street Construction, Maintenance and Repair Fund to the unappropriated surplus of the Bond Retirement Fund for the purpose of paying the City's FY 2022 General Fund Debt Service obligations related to bonds issued to fund Public Building Improvement Bonds for the purpose of energy improvements in the amount of $62,410 and the Early Retirement Incentive Program in the amount of $47,510; AUTHORIZING the transfer of the sum of $872,800 from the unappropriated surplus of the Income Tax-Infrastructure Fund to the unappropriated surplus of the Bond Retirement Fund for the purpose of paying the City's FY 2022 General Fund Debt Service obligations related to bonds issued to fund Public Building Improvement Bonds in the amount of $684,870 and the Early Retirement Incentive Program in the amount of $187,930; AUTHORIZING the transfer of the sum of $38,560 from the unappropriated surplus of the Municipal Motor Vehicle License Tax Fund to the unappropriated surplus of the Bond Retirement Fund for the purpose of paying the City's FY 2022 General Fund Debt Service obligations related to bonds issued to fund Public Building Improvement Bonds in the amount of $3,735 and the Early Retirement Incentive Program in the amount of $34,825; AUTHORIZING the transfer of the sum of $19,430 from the unappropriated surplus of the County Law Enforcement Applied Regionally (CLEAR) Fund to the unappropriated surplus of the Bond Retirement Fund for the purpose of paying the City's FY 2022 General Fund Debt Service obligations related to bonds issued to fund the Early Retirement Incentive Program; AUTHORIZING the transfer of the sum of $200,000 from the unappropriated surplus of General Aviation Fund 104 to reserve account no. 104x3444, "FAA/ODOT Local Match – Reserve for Capital Projects," for the purpose of

holding resources needed to fulfill local match requirements for future capital improvements financed with FAA/ODOT Airport Grants awarded to Lunken Airport; and AUTHORIZING the transfer of the sum of $50,000 from the unappropriated surplus of the Parking System Facilities Fund to reserve account no. 102x3441, "U-Square Garage – Reserve for Capital Projects," the transfer of the sum of $20,000 from the unappropriated surplus of the Parking System Facilities Fund to reserve account no. 102x3442, "VP3 Garage – Reserve for Capital Projects," and the transfer of the sum of $20,000 from the unappropriated surplus of the Parking System Facilities Fund to reserve account no. 102x3443, "Hampton Inn Garage – Reserve for Capital Projects," for the purpose of making contractually obligated payments for repairs for each identified garage.

WHEREAS, it is necessary for funds to be appropriated for the purposes hereinafter set forth, to provide for the usual daily operations of various departments of the City of Cincinnati, Ohio, financed from certain Restricted Revenue Funds during the fiscal year 2022; now, therefore,

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

Section 1. That, to provide for the current expenses and other expenditures of the Restricted Revenue Funds of the City of Cincinnati, specifically from the Water Works Fund; the Parking System Facilities Fund; the Convention Center Fund; the General Aviation Fund; the Municipal Golf Fund; the Stormwater Management Fund; the Bond Retirement Fund; the Street Construction, Maintenance and Repair Fund; the Income Tax-Infrastructure Fund; the Parking Meter Fund; the Municipal Motor Vehicle License Tax Fund; the Sawyer Point Fund; the Recreation Special Activities Fund; the Cincinnati Riverfront Park Fund; the Hazard Abatement Fund; the Bond Hill Roselawn Stabilization & Revitalization Operations Fund; the 9-1-1 Cell Phone Fees Fund; the Safe and Clean Fund; the Community Health Center Activities Fund; the Cincinnati Health District Fund; the Cincinnati Area Geographic Information System (CAGIS) Fund; and the County Law Enforcement Applied Regionally (CLEAR) Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022, there is hereby appropriated out of monies in the treasury, or any accruing revenues of the City available for such purposes, the amount of $497,788,710, as set forth in the schedules attached hereto and incorporated herein for the purposes therein indicated.

Section 2. That the transfer of the sum of $13,190 from the unappropriated surplus of the Convention Center Fund to the unappropriated surplus of the Bond Retirement Fund is hereby authorized for the purpose of paying the City's FY 2022 General Fund Debt Service obligations related to bonds issued to fund Public Building Improvement Bonds for energy improvements.

Section 3. That the transfer of the sum of $900 from the unappropriated surplus of the General Aviation Fund to the unappropriated surplus of the Bond Retirement Fund is hereby authorized for the purpose of paying the City's FY 2022 General Fund Debt Service obligations related to bonds issued to fund Public Building Improvement Bonds for energy improvements.

Section 4. That the transfer of the sum of $109,920 from the unappropriated surplus of the Street Construction, Maintenance and Repair Fund to the unappropriated surplus of the Bond Retirement Fund is hereby authorized for the purpose of paying the City's FY 2022 General Fund Debt Service obligations related to bonds issued to fund Public Building Improvement Bonds for energy improvements in the amount of $62,410 and the Early Retirement Incentive Program ("ERIP") in the amount of $47,510.

Section 5. That the transfer of the sum of $872,800 from the unappropriated surplus of the Income Tax-Infrastructure Fund to the unappropriated surplus of the Bond Retirement Fund is hereby authorized for the purpose of paying the City's FY 2022 General Fund Debt Service obligations related to bonds issued to fund Public Building Improvement Bonds for energy improvements in the amount of $684,870 and the ERIP in the amount of $187,930.

Section 6. That the transfer of the sum of $38,560 from the unappropriated surplus of the Municipal Motor Vehicle License Tax Fund to the unappropriated surplus of the Bond Retirement Fund is hereby authorized for the purpose of paying the City's FY 2022 General Fund Debt Service obligations related to bonds issued to fund Public Building Improvement Bonds for energy improvements in the amount of $3,735 and the ERIP in the amount of $34,825.

Section 7. That the transfer of the sum of $19,430 from the unappropriated surplus of the County Law Enforcement Applied Regionally (CLEAR) Fund to the unappropriated surplus of the Bond Retirement Fund is hereby authorized for the purpose of paying the City's FY 2022 General Fund Debt Service obligations related to bonds issued to fund the ERIP.

Section 8. That the transfer of the sum of $200,000 from the unappropriated surplus of General Aviation Fund 104 to the "FAA/ODOT Local Match – Reserve for Capital Projects" reserve account 104x3444 is hereby authorized for the purpose of holding resources needed to fulfill local match requirements for future capital improvements financed with FAA/ODOT Grants awarded to Lunken Airport.

Section 9. That the transfer of the sum of $50,000 from the unappropriated surplus of the Parking System Facilities Fund to the "U-Square Garage – Reserve for Capital Projects" reserve account 102x3441, the transfer of the sum of $20,000 from the unappropriated surplus of the Parking System Facilities Fund to the "VP3 Garage – Reserve for Capital Projects" reserve account 102x3442, and the transfer of the sum of $20,000 from the unappropriated surplus of the Parking System Facilities Fund to the "Hampton Inn Garage – Reserve for Capital Projects" reserve account 102x3443, all within Parking System Facilities Fund 102, is hereby authorized for the purpose of making contractually obligated payments for repairs for each identified garage.

Section 10. That any sums that shall be expended in accordance with the appropriations set forth in the attached schedules that are a proper charge against any other department or fund, or against any person, firm, or corporation, shall, if repaid within the period covered by such appropriations, be credited to the fund from which such payment was made, and be considered as reappropriated for such original purposes, provided that the net total of expenditures under any item of such appropriation shall not exceed the amount of such item.

Section 11. That the Finance Director of the City is authorized to draw her warrant upon the treasury of the City for the amounts appropriated and for the purposes stated in this ordinance, and upon receiving the proper certificates and vouchers therefore approved by the City Manager or her designee, or by City boards or commissions or other officers authorized by law to approve such certificates and vouchers or authorized by an ordinance or resolution of Council to make expenditures, provided that vouchers for payment out of any of the foregoing appropriations by order of a court decree shall be approved by the City Solicitor in addition to any other authority required by law.

Section 12. That Council does hereby authorize the City Manager and the proper board or officials to enter into any contract or contracts involving an expenditure of more than $3,000 for any or all of the purposes herein provided, and that said board or officials shall execute said contracts in accordance with law, the Charter, and ordinances of the City of Cincinnati.

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, but in no event later than July 1, 2021. The reason for the emergency is the immediate need to provide for the current operating expenses of the City of Cincinnati to be consistent with the Fiscal Year 2022 Budget expenses of the City of Cincinnati prior to the beginning of Fiscal Year 2022 which begins on July 1, 2021.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

SCHEDULE OF APPROPRIATION
FY 2022 WATER WORKS FUND OPERATING BUDGET

SCHEDULE 1

That there be appropriated from the Water Works (101) for the Fiscal Year 2022, the sums set forth in the columns designated Salaries and Benefits 7100 and 7500, Non-Personnel 7200-7400, Properties 7600, Debt Service 7700, and Total Appropriation:

Department	Fund	Agency	Salaries and Benefits 7100 and 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
Water Works							
Business Services	101	301	8,700,000	4,161,450			12,861,450
Commercial Services	101	302	8,629,690	4,931,080			13,560,770
Water Supply	101	303	12,744,540	12,910,950			25,655,490
Water Distribution	101	304	11,860,100	6,778,550			18,638,650
Water Quality and Treatment	101	305	4,230,380	5,755,590			9,985,970
Engineering	101	306	6,130,910	1,205,450			7,336,360
Information Technology	101	307	5,419,600	5,026,020			10,445,620
Water Works Debt Service	101	309				44,900,000	44,900,000
Water Works Total			57,715,220	40,769,090	0	44,900,000	143,384,310
Non-Departmental Accounts							
Contribution To City Pension	101	911	512,450			332,610	845,060
Public Employees Assistance Program (PEAP)	101	919	44,000				44,000
Workers' Compensation Insurance	101	921	686,890				686,890
General Fund Overhead	101	944		3,772,150			3,772,150
Non-Departmental Accounts Total			1,243,340	3,772,150	0	332,610	5,348,100
Total Water Works Fund Appropriation			**58,958,560**	**44,541,240**	**0**	**45,232,610**	**148,732,410**

SCHEDULE OF APPROPRIATION
FY 2022 PARKING SYSTEM FACILITIES FUND OPERATING BUDGET

SCHEDULE 2

That there be appropriated from the Parking System Facilities Fund (102) for the Fiscal Year 2022, the sums set forth in the columns designated Salaries and Benefits 7100 and 7500, Non-Personnel 7200-7400, Properties 7600, Debt Service 7700, and Total Appropriation:

Department	Fund	Agency	Salaries and Benefits 7100 and 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
Finance							
Treasury	102	134	27,540	27,500			55,040
Enterprise Services							
Parking Facilities	102	248	457,760	4,771,770		2,184,090	7,413,620
Non-Departmental Accounts							
Contribution To City Pension	102	911	12,670			34,850	47,520
Public Employees Assistance Program (PEAP)	102	919	2,700				2,700
Workers' Compensation Insurance	102	921	7,020				7,020
General Fund Overhead	102	944		38,630			38,630
Cincinnati Music Hall	102	966		100,000			100,000
Non-Departmental Accounts Total			22,390	138,630	-	34,850	195,870
Total Parking System Facilities Fund Appropriation			**507,690**	**4,937,900**	**0**	**2,218,940**	**7,664,530**

SCHEDULE OF APPROPRIATION
FY 2022 CONVENTION CENTER FUND OPERATING BUDGET

SCHEDULE 3

That there be appropriated from the Convention Center Fund (103) for the Fiscal Year 2022, the sums set forth in the columns designated Salaries and Benefits 7100 and 7500, Non-Personnel 7200-7400, Properties 7600, Debt Service 7700, and Total Appropriation:

Department	Fund	Agency	Salaries and Benefits 7100 and 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
Enterprise Services							
Duke Energy Center	103	243	109,760	9,259,090		306,320	9,675,170
Non-Departmental Accounts							
Reserve For Contingencies	103	990		300,000			300,000
Total Convention Center Fund Appropriation			**109,760**	**9,559,090**	**0**	**306,320**	**9,975,170**

SCHEDULE OF APPROPRIATION
FY 2022 GENERAL AVIATION FUND OPERATING BUDGET

SCHEDULE 4

That there be appropriated from the General Aviation Fund (104) for the Fiscal Year 2022, the sums set forth in the columns designated Salaries and Benefits 7100 and 7500, Non-Personnel 7200-7400, Properties 7600, Debt Service 7700, and Total Appropriation:

Department	Fund	Agency	Salaries and Benefits 7100 and 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
Transportation & Engineering							
Aviation	104	234	1,226,150	850,390		51,270	2,127,810
Non-Departmental Accounts							
Contribution To City Pension	104	911	7,480				7,480
Public Employees Assistance Program (PEAP)	104	919	1,000				1,000
Workers' Compensation Insurance	104	921	13,870				13,870
General Fund Overhead	104	944		76,040			76,040
Non-Departmental Accounts Total			22,350	76,040	0	0	98,390
Total General Aviation Fund Appropriation			**1,248,500**	**926,430**	**0**	**51,270**	**2,226,200**

SCHEDULE OF APPROPRIATION
FY 2022 MUNICIPAL GOLF FUND OPERATING BUDGET

SCHEDULE 5

That there be appropriated from the Municipal Golf Fund (105) for the Fiscal Year 2022, the sums set forth in the columns designated Salaries and Benefits 7100 and 7500, Non-Personnel 7200-7400, Properties 7600, Debt Service 7700, and Total Appropriation:

Department	Fund	Agency	Salaries and Benefits 7100 and 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
Recreation							
Golf	105	195	214,740	4,900,020		325,630	5,440,390
Support Services	105	199	80,270				80,270
Recreation Total			295,010	4,900,020	0	325,630	5,520,660
Non-Departmental Accounts							
Public Employees Assistance Program (PEAP)	105	919	300				300
Workers' Compensation Insurance	105	921	3,250				3,250
General Fund Overhead	105	944		17,590			17,590
Non-Departmental Accounts Total			3,550	17,590	0	0	21,140
Total Municipal Golf Fund Appropriation			**298,560**	**4,917,610**	**0**	**325,630**	**5,541,800**

SCHEDULE OF APPROPRIATION
FY 2022 STORMWATER MANAGEMENT FUND OPERATING BUDGET

SCHEDULE 6

That there be appropriated from the Stormwater Management Fund (107) for the Fiscal Year 2022, the sums set forth in the columns designated Salaries and Benefits 7100 and 7500, Non-Personnel 7200-7400, Properties 7600, Debt Service 7700, and Total Appropriation:

Department	Fund	Agency	Salaries and Benefits 7100 and 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
City Manager							
Office of Environment and Sustainability	107	104		1,036,310			1,036,310
Recreation							
Maintenance	107	194	1,043,190				1,043,190
Parks							
Operations and Facility Management	107	202	1,918,890	16,130			1,935,020
Buildings & Inspections							
Property Maintenance Code Enforcement	107	212	840,650	532,020			1,372,670
Public Services							
Neighborhood Operations	107	253	4,987,110	2,382,550			7,369,660
Stormwater Management							
Stormwater Management Utility	107	311	4,154,910	6,261,660	190,000	1,691,190	12,297,760
Non-Departmental Accounts							
Contribution To City Pension	107	911	44,050			8,290	52,340
Public Employees Assistance Program (PEAP)	107	919	7,000				7,000
Workers' Compensation Insurance	107	921	152,290				152,290
General Fund Overhead	107	944		832,940			832,940
Non-Departmental Accounts Total			203,340	832,940	0	8,290	1,044,570
Total Stormwater Management Fund Appropriation			**13,148,090**	**11,061,610**	**190,000**	**1,699,480**	**26,099,180**

SCHEDULE OF APPROPRIATION
FY 2022 BOND RETIREMENT FUND OPERATING BUDGET

SCHEDULE 7

That there be appropriated from the Bond Retirement Fund (151) for the Fiscal Year 2022, the sums set forth in the columns designated Salaries and Benefits 7100 and 7500, Non-Personnel 7200-7400, Properties 7600, Debt Service 7700, and Total Appropriation:

Department	Fund	Agency	Salaries and Benefits 7100 and 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
Finance							
Office of The Director	151	131	53,970				53,970
Treasury	151	134	367,540	3,436,380		180,341,590	184,145,510
Finance Total			421,510	3,436,380	0	180,341,590	184,199,480
Non-Departmental Accounts							
Public Employees Assistance Program (PEAP)	151	919	300				300
Workers' Compensation Insurance	151	921	4,010				4,010
Non-Departmental Accounts Total			4,310	0	0	0	4,310
Total Bond Retirement Fund Appropriation			**425,820**	**3,436,380**	**0**	**180,341,590**	**184,203,790**

SCHEDULE OF APPROPRIATION
FY 2022 STREET CONSTRUCTION, MAINTENANCE AND REPAIR FUND OPERATING BUDGET

SCHEDULE 8

That there be appropriated from the Street Construction, Maintenance and Repair Fund (301) for the Fiscal Year 2022, the sums set forth in the columns designated Salaries and Benefits 7100 and 7500, Non-Personnel 7200-7400, Properties 7600, Debt Service 7700, and Total Appropriation:

Department	Fund	Agency	Salaries and Benefits 7100 and 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
Parks							
Operations and Facility Management	301	202	327,470	76,620			404,090
Transportation & Engineering							
Traffic Services	301	238	59,090	874,930			934,020
Traffic Engineering	301	239		484,560			484,560
Transportation & Engineering Total			59,090	1,359,490	0	0	1,418,580
Public Services							
Traffic And Road Operations	301	252	5,639,180	4,667,930			10,307,110
Neighborhood Operations	301	253	3,275,160	677,690			3,952,850
Public Services Total			8,914,340	5,345,620	0	0	14,259,960
Non-Departmental Accounts							
Contribution To City Pension	301	911	84,810				84,810
Public Employees Assistance Program (PEAP)	301	919	7,800				7,800
Workers' Compensation Insurance	301	921	105,960				105,960
Non-Departmental Accounts Total			198,570	0	0	0	198,570
Total Street Construction, Maintenance and Repair Fund Appropriation			**9,499,470**	**6,781,730**	**0**	**0**	**16,281,200**

SCHEDULE OF APPROPRIATION
FY 2022 INCOME TAX-INFRASTRUCTURE FUND OPERATING BUDGET

SCHEDULE 9

That there be appropriated from the Income Tax-Infrastructure Fund (302) for the Fiscal Year 2022, the sums set forth in the columns designated Salaries and Benefits 7100 and 7500, Non-Personnel 7200-7400, Properties 7600, Debt Service 7700, and Total Appropriation:

Department	Fund	Agency	Salaries and Benefits 7100 and 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
Enterprise Technology Solutions							
Cincinnati Area Geographic Information System (CAGIS)	302	092		893,120			893,120
City Manager							
Office of Budget & Evaluation	302	102	189,540	6,220			195,760
Office of Procurement	302	107	246,910				246,910
City Manager Total			436,450	6,220	0	0	442,670
Law							
Law - Civil	302	111	106,010	6,820			112,830
Human Resources							
Human Resources	302	121	328,860				328,860
Finance							
Accounts and Audits	302	133	227,600	3,770			231,370
Recreation							
Maintenance	302	194	817,240	180,750			997,990
Parks							
Operations and Facility Management	302	202	1,636,260	11,650			1,647,910
Administration and Program Services	302	203	60,060				60,060
Parks Total			1,696,320	11,650	0	0	1,707,970
Buildings & Inspections							
Buildings & Inspections, Licenses & Permits	302	211	62,370				62,370
Transportation & Engineering							
Office of The Director	302	231	1,437,760	23,550			1,461,310
Transportation Planning	302	232	1,548,930	57,090			1,606,020
Engineering	302	233	1,970,740	720,800			2,691,540
Traffic Services	302	238	2,975,930	307,630	-		3,283,560
Traffic Engineering	302	239	1,920,220	155,060			2,075,280
Transportation & Engineering Total			9,853,580	1,264,130	0	0	11,117,710
Public Services							
Office of The Director	302	251	140,040	51,210			191,250
Traffic And Road Operations	302	252	377,610	544,900			922,510
City Facility Management	302	255	2,324,260	1,166,080			3,490,340
Public Services Total			2,841,910	1,762,190	0	0	4,604,100
Economic Inclusion							
Economic Inclusion	302	281	303,460				303,460
Non-Departmental Accounts							
Contribution To City Pension	302	911	100,730				100,730
Public Employees Assistance Program (PEAP)	302	919	14,000				14,000
Workers' Compensation Insurance	302	921	189,650				189,650
Lump Sum Payments	302	924	300,000				300,000
General Fund Overhead	302	944		1,043,020			1,043,020
Non-Departmental Accounts Total			604,380	1,043,020	0	0	1,647,400
Total Income Tax-Infrastructure Fund Appropriation			**17,278,180**	**5,171,670**	**0**	**0**	**22,449,850**

SCHEDULE OF APPROPRIATION
FY 2022 PARKING METER FUND OPERATING BUDGET

SCHEDULE 10

That there be appropriated from the Parking Meter Fund (303) for the Fiscal Year 2022, the sums set forth in the columns designated Salaries and Benefits 7100 and 7500, Non-Personnel 7200-7400, Properties 7600, Debt Service 7700, and Total Appropriation:

Department	Fund	Agency	Salaries and Benefits 7100 and 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
Finance							
Treasury	303	134	26,320	18,000			44,320
Enterprise Services							
Parking Facilities	303	248	2,387,990	2,136,780			4,524,770
Non-Departmental Accounts							
Contribution To City Pension	303	911	31,930				31,930
Public Employees Assistance Program (PEAP)	303	919	2,300				2,300
Workers' Compensation Insurance	303	921	25,900				25,900
General Fund Overhead	303	944		144,430			144,430
Non-Departmental Accounts Total			60,130	144,430	0	0	204,560
Total Parking Meter Fund Appropriation			**2,474,440**	**2,299,210**	**0**	**0**	**4,773,650**

SCHEDULE OF APPROPRIATION
FY 2022 MUNICIPAL MOTOR VEHICLE LICENSE TAX FUND OPERATING BUDGET

SCHEDULE 11

That there be appropriated from the Municipal Motor Vehicle License Tax Fund (306) for the Fiscal Year 2022, the sums set forth in the columns designated Salaries and Benefits 7100 and 7500, Non-Personnel 7200-7400, Properties 7600, Debt Service 7700, and Total Appropriation:

Department	Fund	Agency	Salaries and Benefits 7100 and 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
Transportation & Engineering							
Traffic Services	306	238	175,650	33,650			209,300
Public Services							
Traffic And Road Operations	306	252	1,965,640	1,425,130			3,390,770
Non-Departmental Accounts							
Contribution To City Pension	306	911	19,250				19,250
Public Employees Assistance Program (PEAP)	306	919	2,000				2,000
Workers' Compensation Insurance	306	921	24,460				24,460
General Fund Overhead	306	944		136,040			136,040
Non-Departmental Accounts Total			45,710	136,040	0	0	181,750
Total Municipal Motor Vehicle License Tax Fund Appropriation			**2,187,000**	**1,594,820**	**0**	**0**	**3,781,820**

SCHEDULE OF APPROPRIATION
FY 2022 SAWYER POINT FUND OPERATING BUDGET

SCHEDULE 12

That there be appropriated from the Sawyer Point Fund (318) for the Fiscal Year 2022, the sums set forth in the columns designated Salaries and Benefits 7100 and 7500, Non-Personnel 7200-7400, Properties 7600, Debt Service 7700, and Total Appropriation:

Department	Fund	Agency	Salaries and Benefits 7100 and 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
Parks							
Operations and Facility Management	318	202	449,740	626,180			1,075,920
Administration and Program Services	318	203		31,000			31,000
Parks Total			449,740	657,180	0	0	1,106,920
Non-Departmental Accounts							
Public Employees Assistance Program (PEAP)	318	919	420				420
Workers' Compensation Insurance	318	921	10,470				10,470
General Fund Overhead	318	944		56,650			56,650
Non-Departmental Accounts Total			10,890	56,650	0	0	67,540
Total Sawyer Point Fund Appropriation			**460,630**	**713,830**	**0**	**0**	**1,174,460**

SCHEDULE OF APPROPRIATION
FY 2022 RECREATION SPECIAL ACTIVITIES FUND OPERATING BUDGET

SCHEDULE 13

That there be appropriated from the Recreation Special Activities Fund (323) for the Fiscal Year 2022, the sums set forth in the columns designated Salaries and Benefits 7100 and 7500, Non-Personnel 7200-7400, Properties 7600, Debt Service 7700, and Total Appropriation:

Department	Fund	Agency	Salaries and Benefits 7100 and 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
Recreation							
West Region	323	191	933,460	230,840			1,164,300
East Region	323	192	1,168,530	269,910			1,438,440
Central Region	323	193	1,124,650	256,640			1,381,290
Athletics	323	197	435,020	550,980			986,000
Support Services	323	199	100,770	137,050	13,580		251,400
Recreation Total			3,762,430	1,445,420	13,580	0	5,221,430
Non-Departmental Accounts							
Public Employees Assistance Program (PEAP)	323	919	4,500				4,500
Workers' Compensation Insurance	323	921	69,710				69,710
General Fund Overhead	323	944		377,270			377,270
Non-Departmental Accounts Total			74,210	377,270	0	0	451,480
Total Recreation Special Activities Fund Appropriation			**3,836,640**	**1,822,690**	**13,580**	**0**	**5,672,910**

SCHEDULE OF APPROPRIATION
FY 2022 CINCINNATI RIVERFRONT PARK FUND OPERATING BUDGET

SCHEDULE 14

That there be appropriated from the Cincinnati Riverfront Park Fund (329) for the Fiscal Year 2022, the sums set forth in the columns designated Salaries and Benefits 7100 and 7500, Non-Personnel 7200-7400, Properties 7600, Debt Service 7700, and Total Appropriation:

Department	Fund	Agency	Salaries and Benefits 7100 and 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
Parks							
Operations and Facility Management	329	202	1,136,590	360,590			1,497,180
Administration and Program Services	329	203		29,250			29,250
Parks Total			1,136,590	389,840	0	0	1,526,430
Non-Departmental Accounts							
Public Employees Assistance Program (PEAP)	329	919	100				100
Workers' Compensation Insurance	329	921	8,680				8,680
General Fund Overhead	329	944		46,970			46,970
Non-Departmental Accounts Total			8,780	46,970	0	0	55,750
Total Cincinnati Riverfront Park Fund Appropriation			**1,145,370**	**436,810**	**0**	**0**	**1,582,180**

SCHEDULE OF APPROPRIATION
FY 2022 HAZARD ABATEMENT FUND OPERATING BUDGET

SCHEDULE 15

That there be appropriated from the Hazard Abatement Fund (347) for the Fiscal Year 2022, the sums set forth in the columns designated Salaries and Benefits 7100 and 7500, Non-Personnel 7200-7400, Properties 7600, Debt Service 7700, and Total Appropriation:

Department	Fund	Agency	Salaries and Benefits 7100 and 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
Buildings & Inspections							
Property Maintenance Code Enforcement	347	212	663,270	911,570			1,574,840
Total Hazard Abatement Fund Appropriation			**663,270**	**911,570**	**0**	**0**	**1,574,840**

SCHEDULE OF APPROPRIATION
FY 2022 BOND HILL ROSELAWN STABILIZATION & REVITALIZATION OPERATIONS FUND OPERATING BUDGET

SCHEDULE 16

That there be appropriated from the Bond Hill Roselawn Stabilization & Revitalization Operations Fund (358) for the Fiscal Year 2022, the sums set forth in the columns designated Salaries and Benefits 7100 and 7500, Non-Personnel 7200-7400, Properties 7600, Debt Service 7700, and Total Appropriation:

Department	Fund	Agency	Salaries and Benefits 7100 and 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
Community & Economic Development							
Economic Development and Major/Special Projects Divisions	358	164		250,000			250,000
Total Bond Hill Stabilization & Revitalization Operations Fund Appropriation			**0**	**250,000**	**0**	**0**	**250,000**

SCHEDULE OF APPROPRIATION
FY 2022 9-1-1 CELL PHONE FEES FUND OPERATING BUDGET

SCHEDULE 17

That there be appropriated from the 9-1-1 Cell Phone Fees Fund (364) for the Fiscal Year 2022, the sums set forth in the columns designated Salaries and Benefits 7100 and 7500, Non-Personnel 7200-7400, Properties 7600, Debt Service 7700, and Total Appropriation:

Department	Fund	Agency	Salaries and Benefits 7100 and 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
Enterprise Technology Solutions							
Enterprise Technology Solutions	364	091		20,420			20,420
City Manager							
Emergency Communications	364	103	970,010	619,340			1,589,350
Total 9-1-1 Cell Phone Fees Fund Appropriation			**970,010**	**639,760**	**0**	**0**	**1,609,770**

SCHEDULE OF APPROPRIATION
FY 2022 SAFE AND CLEAN FUND OPERATING BUDGET

SCHEDULE 18

That there be appropriated from the Safe and Clean Fund (377) for the Fiscal Year 2022, the sums set forth in the columns designated Salaries and Benefits 7100 and 7500, Non-Personnel 7200-7400, Properties 7600, Debt Service 7700, and Total Appropriation:

Department	Fund	Agency	Salaries and Benefits 7100 and 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
Public Services							
Neighborhood Operations	377	253		51,520			51,520
Total Safe and Clean Fund Appropriation			**0**	**51,520**	**0**	**0**	**51,520**

SCHEDULE OF APPROPRIATION
FY 2022 COMMUNITY HEALTH CENTER ACTIVITIES FUND OPERATING BUDGET

SCHEDULE 19

That there be appropriated from the Community Health Center Activities Fund (395) for the Fiscal Year 2022, the sums set forth in the columns designated Salaries and Benefits 7100 and 7500, Non-Personnel 7200-7400, Properties 7600, Debt Service 7700, and Total Appropriation:

Department	Fund	Agency	Salaries and Benefits 7100 and 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
Health							
Primary Health Care - Programs	395	264	315,670	2,910			318,580
Primary Health Care - Centers	395	265	9,549,960	6,324,280			15,874,240
School & Adolescent Health	395	266	7,207,290	1,120,010			8,327,300
Health Total			17,072,920	7,447,200	0	0	24,520,120
Non-Departmental Accounts							
Contribution To City Pension	395	911	110,710				110,710
Public Employees Assistance Program (PEAP)	395	919	13,000				13,000
Workers' Compensation Insurance	395	921	181,170				181,170
General Fund Overhead	395	944		1,000,720			1,000,720
Non-Departmental Accounts Total			304,880	1,000,720	0	0	1,305,600
Total Community Health Center Activities Fund Appropriation			**17,377,800**	**8,447,920**	**0**	**0**	**25,825,720**

SCHEDULE OF APPROPRIATION
FY 2022 CINCINNATI HEALTH DISTRICT FUND OPERATING BUDGET

SCHEDULE 20

That there be appropriated from the Cincinnati Health District Fund (416) for the Fiscal Year 2022, the sums set forth in the columns designated Salaries and Benefits 7100 and 7500, Non-Personnel 7200-7400, Properties 7600, Debt Service 7700, and Total Appropriation:

Department	Fund	Agency	Salaries and Benefits 7100 and 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
Health							
Office Of The Commissioner	416	261	2,257,760	290,740	2,950		2,551,450
Technical Resources	416	262	2,337,190	476,120			2,813,310
Community Health Services	416	263	4,320,360	249,110			4,569,470
Primary Health Care - Programs	416	264	1,910,780	137,160			2,047,940
Primary Health Care - Centers	416	265	5,390,700	35,760			5,426,460
School & Adolescent Health	416	266	426,040	110,380			536,420
Health Total			16,642,830	1,299,270	2,950	0	17,945,050
Non-Departmental Accounts							
Workers' Compensation Insurance	416	921	210,300				210,300
Audit And Examiner's Fees	416	941		13,000			13,000
General Fund Overhead	416	944		14,760			14,760
Non-Departmental Accounts Total			210,300	27,760	0	0	238,060
Total Cincinnati Health District Fund Appropriation			**16,853,130**	**1,327,030**	**2,950**	**0**	**18,183,110**

SCHEDULE OF APPROPRIATION
FY 2022 CINCINNATI AREA GEOGRAPHIC INFORMATION SYSTEM (CAGIS) FUND OPERATING BUDGET

SCHEDULE 21

That there be appropriated from the Cincinnati Area Geographic Information System (CAGIS) Fund (449) for the Fiscal Year 2022, the sums set forth in the columns designated Salaries and Benefits 7100 and 7500, Non-Personnel 7200-7400, Properties 7600, Debt Service 7700, and Total Appropriation:

Department	Fund	Agency	Salaries and Benefits 7100 and 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
Enterprise Technology Solutions							
Cincinnati Area Geographic Information System (CAGIS)	449	092	2,476,270	1,991,020			4,467,290
Non-Departmental Accounts							
Contribution To City Pension	449	911	30,850				30,850
Public Employees Assistance Program (PEAP)	449	919	2,200				2,200
Workers' Compensation Insurance	449	921	30,580				30,580
General Fund Overhead	449	944		165,510			165,510
Non-Departmental Accounts Total			63,630	165,510	0	0	229,140
Total Cincinnati Area Geographic Information System (CAGIS) Fund Appropriation			**2,539,900**	**2,156,530**	**0**	**0**	**4,696,430**

SCHEDULE OF APPROPRIATION
FY 2022 COUNTY LAW ENFORCEMENT APPLIED REGIONALLY (CLEAR) FUND OPERATING BUDGET

SCHEDULE 22

That there be appropriated from the County Law Enforcement Applied Regionally Fund (457) for the Fiscal Year 2022, the sums set forth in the columns designated Salaries and Benefits 7100 and 7500, Non-Personnel 7200-7400, Properties 7600, Debt Service 7700, and Total Appropriation:

Department	Fund	Agency	Salaries and Benefits 7100 and 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
Enterprise Technology Solutions							
County Law Enforcement Applied Regionally (CLEAR)	457	093	1,939,190	3,323,050			5,262,240
Non-Departmental Accounts							
Contribution To City Pension	457	911	13,600				13,600
Public Employees Assistance Program (PEAP)	457	919	1,400				1,400
Workers' Compensation Insurance	457	921	25,100				25,100
General Fund Overhead	457	944		135,830			135,830
Non-Departmental Accounts Total			40,100	135,830	0	0	175,930
Total County Law Enforcement Applied Regionally (CLEAR) Fund Appropriation			**1,979,290**	**3,458,880**	**0**	**0**	**5,438,170**

Schedule 23

Estimated receipts, expenditures, and balances of the Restricted Revenue Funds for the fiscal year starting July 1, 2021 and ending June 30, 2022.

Resources and Beginning Balances		Expenditures and Ending Balances	
101 WATER WORKS FUND		101 WATER WORKS FUND	
Revenue	$177,121,000	Expenditure	$148,732,410
Transfers In	0	Transfers Out	$34,349,000
Estimated Balance (7/1/21)	$96,785,080	Estimated Balance (6/30/22)	$90,824,670
102 PARKING SYSTEM FACILITIES FUND		102 PARKING SYSTEM FACILITIES FUND	
Revenue	$4,850,000	Expenditure	$7,664,530
Transfers In	0	Transfers Out	$298,500
Estimated Balance (7/1/21)	$8,163,730	Estimated Balance (6/30/22)	$5,050,700
103 CONVENTION CENTER FUND		103 CONVENTION CENTER FUND	
Revenue	$7,048,720	Expenditure	$9,975,170
Transfers In	0	Transfers Out	$243,190
Estimated Balance (7/1/21)	$5,780,520	Estimated Balance (6/30/22)	$2,610,880
104 GENERAL AVIATION FUND		104 GENERAL AVIATION FUND	
Revenue	$1,957,360	Expenditure	$2,226,200
Transfers In	0	Transfers Out	$541,900
Estimated Balance (7/1/21)	$1,665,350	Estimated Balance (6/30/22)	$854,610
105 MUNICIPAL GOLF FUND		105 MUNICIPAL GOLF FUND	
Revenue	$4,790,000	Expenditure	$5,541,800
Transfers In	0	Transfers Out	0
Estimated Balance (7/1/21)	$1,883,790	Estimated Balance (6/30/22)	$1,131,990
107 STORMWATER MANAGEMENT FUND		107 STORMWATER MANAGEMENT FUND	
Revenue	$26,500,000	Expenditure	$26,099,180
Transfers In	0	Transfers Out	$1,104,000
Estimated Balance (7/1/21)	$5,179,030	Estimated Balance (6/30/22)	$4,475,850
151 BOND RETIREMENT FUND		151 BOND RETIREMENT FUND	
Revenue	$149,511,040	Expenditure	$184,203,790
Transfers In	$34,399,770	Transfers Out	$28,581,200
Estimated Balance (7/1/21)	$69,784,850	Estimated Balance (6/30/22)	$40,910,670
301 STREET CONSTRUCTION MAINTENANCE & REPAIR FUND		301 STREET CONSTRUCTION MAINTENANCE & REPAIR FUND	
Revenue	$15,568,120	Expenditure	$16,281,200
Transfers In	0	Transfers Out	$109,920
Estimated Balance (7/1/21)	$2,707,170	Estimated Balance (6/30/22)	$1,884,170

Resources and Beginning Balances

302 INCOME TAX-INFRASTRUCTURE FUND	
Revenue	$19,386,330
Transfers In	0
Estimated Balance (7/1/21)	$5,493,970
303 PARKING METER FUND	
Revenue	$4,950,000
Transfers In	0
Estimated Balance (7/1/21)	$1,845,000
306 MUNICIPAL MOTOR VEHICLE LICENSE TAX FUND	
Revenue	$3,300,000
Transfers In	0
Estimated Balance (7/1/21)	$554,620
318 SAWYER POINT FUND	
Revenue	$850,000
Transfers In	0
Estimated Balance (7/1/21)	$1,163,250
323 RECREATION SPECIAL ACTIVITIES FUND	
Revenue	$5,450,000
Transfers In	0
Estimated Balance (7/1/21)	$3,530,690
329 CINCINNATI RIVERFRONT PARK FUND	
Revenue	$1,062,000
Transfers In	0
Estimated Balance (7/1/21)	$4,033,500
347 HAZARD ABATEMENT FUND	
Revenue	$1,429,380
Transfers In	0
Estimated Balance (7/1/21)	$1,920,300
358 BOND HILL ROSELAWN STABILIZATION & REVITALIZATION OPERATIONS FUND	
Revenue	$0
Transfers In	0
Estimated Balance (7/1/21)	$250,000

Expenditures and Ending Balances

302 INCOME TAX-INFRASTRUCTURE FUND	
Expenditure	$22,449,850
Transfers Out	$872,800
Estimated Balance (6/30/22)	$1,557,650
303 PARKING METER FUND	
Expenditure	$4,773,650
Transfers Out	0
Estimated Balance (6/30/22)	$2,021,350
306 MUNICIPAL MOTOR VEHICLE LICENSE TAX FUND	
Expenditure	$3,781,820
Transfers Out	$38,560
Estimated Balance (6/30/22)	$34,240
318 SAWYER POINT FUND	
Expenditure	$1,174,460
Transfers Out	0
Estimated Balance (6/30/22)	$838,790
323 RECREATION SPECIAL ACTIVITIES FUND	
Expenditure	$5,672,910
Transfers Out	0
Estimated Balance (6/30/22)	$3,307,780
329 CINCINNATI RIVERFRONT PARK FUND	
Expenditure	$1,582,180
Transfers Out	0
Estimated Balance (6/30/22)	$3,513,320
347 HAZARD ABATEMENT FUND	
Expenditure	$1,574,840
Transfers Out	0
Estimated Balance (6/30/22)	$1,774,840
358 BOND HILL ROSELAWN STABILIZATION & REVITALIZATION OPERATIONS FUND	
Expenditure	$250,000
Transfers Out	0
Estimated Balance (6/30/22)	$0

Resources and Beginning Balances

364 9-1-1 CELL PHONE FEES FUND	
Revenue	$1,300,000
Transfers In	0
Estimated Balance (7/1/21)	$418,070
377 SAFE AND CLEAN FUND	
Revenue	$50,000
Transfers In	0
Estimated Balance (7/1/21)	$73,880
395 COMMUNITY HEALTH CENTER ACTIVITIES FUND	
Revenue	$27,470,340
Transfers In	0
Estimated Balance (7/1/21)	$3,563,880
416 CINCINNATI HEALTH DISTRICT FUND	
Revenue	$1,615,000
Transfers In	$16,568,110
Estimated Balance (7/1/21)	$430,460
449 CINCINNATI AREA GEOGRAPHIC INFORMATION SYSTEM (CAGIS) FUND	
Revenue	$4,469,740
Transfers In	0
Estimated Balance (7/1/21)	$1,892,600
457 COUNTY LAW ENFORCEMENT APPLIED REGIONALLY (CLEAR) FUND	
Revenue	$5,263,990
Transfers In	0
Estimated Balance (7/1/21)	$939,550
TOTAL RECEIPTS	$463,943,020
TRANSFERS IN	$50,967,880
TOTAL BALANCES	$218,059,290
TOTAL RECEIPTS & SURPLUS	$732,970,190

Expenditures and Ending Balances

364 9-1-1 CELL PHONE FEES FUND	
Expenditure	$1,609,770
Transfers Out	0
Estimated Balance (6/30/22)	$108,300
377 SAFE AND CLEAN FUND	
Expenditure	$51,520
Transfers Out	0
Estimated Balance (6/30/22)	$72,360
395 COMMUNITY HEALTH CENTER ACTIVITIES FUND	
Expenditure	$25,825,720
Transfers Out	0
Estimated Balance (6/30/22)	$5,208,500
416 CINCINNATI HEALTH DISTRICT FUND	
Expenditure	$18,183,110
Transfers Out	0
Estimated Balance (6/30/22)	$430,460
449 CINCINNATI AREA GEOGRAPHIC INFORMATION SYSTEM (CAGIS) FUND	
Expenditure	$4,696,430
Transfers Out	.
Estimated Balance (6/30/22)	$1,665,910
457 COUNTY LAW ENFORCEMENT APPLIED REGIONALLY (CLEAR) FUND	
Expenditure	$5,438,170
Transfers Out	$19,430
Estimated Balance (6/30/22)	$745,940
TOTAL EXPENDITURES	$497,788,710
TRANSFERS OUT/TO RESERVES	$66,158,500
ESTIMATED BALANCE	$169,022,980
TOTAL EXPENDITURES & BALANCES	$732,970,190

city of CINCINNATI
Interdepartment Correspondence Sheet

June 9, 2021

To: Mayor and Members of City Council 202102152

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – FY 2022 Restricted Funds Capital Budget**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the transfer and appropriation of the sum of $5,397,500 from various restricted and special revenue funds to various capital improvement project accounts in Capital Projects Fund 980 according to Schedule A attached hereto, and by this reference made a part hereof, for the purpose of continuing and completing certain capital improvement projects listed in Schedule A; AUTHORIZING the transfer and appropriation of the sum of $30,000,000 from the unappropriated surplus of Water Works Fund 101 to Water Works Capital Improvement Fund 756, for the purpose of continuing funding for the current Capital Improvement Program, which includes new water mains, water main replacements, treatment plant improvements, system development, tanks, pumping stations, and private development; AUTHORIZING the use and expenditure of $67,000,000 for Greater Cincinnati Water Works Capital Improvements; AUTHORIZING the transfer and appropriation of the sum of $4,200,000 from the unappropriated surplus of Water Works Fund 101 to Private Lead Service Line Replacement Fund 312 for the purpose of private lead service line replacement; AUTHORIZING the City Manager to accept and appropriate resources in the amount of $123,500 from the Metropolitan Sewer District Fund to various capital improvement project accounts, including $47,000 to capital improvement program project account no. 980x091x220903, "Enterprise Networks Enhancements"; $48,000 to capital improvement program project account no. 980x091x220902, "Information and Cyber Security Enhancements"; and $28,500 to capital improvement program project account no. 980x091x220913, "Telephone System Upgrades"; and further DECLARING the capital improvement program project Strategic Housing Initiatives Program (SHIP) to be for a public purpose.

This Emergency Ordinance authorizes the funding of Restricted Funds Capital Budget projects in the amount of $5,397,500 in the following restricted funds as described below:

1. <u>Telecommunications Services Fund:</u> The Radio Communications Equipment capital project budgeted at $30,000 primarily provides for the maintenance of radio communications equipment.

2. <u>Special Housing Permanent Improvement Fund:</u> The Strategic Housing Initiatives Program (SHIP) capital project provides resources for strategic investment to housing projects throughout the City's neighborhoods. The program

will support the rehabilitation or new construction of market rate, workforce, and affordable rental and home ownership units as well as permanent supportive housing. The total allocation of $500,000 funds the Strategic Housing Initiatives Program (SHIP).

3. General Aviation Fund: $341,000 budgeted in this fund provides for capital improvements at Lunken Airport and various capital improvement projects administered by Enterprise Technology Solutions (ETS). Funding is provided for the Airport Infrastructure Improvements as well as Enterprise Network Enhancements and Information and Cyber Security Enhancements projects administered by ETS.

4. Convention Center Fund: Capital projects budgeted at $230,000 provide for capital maintenance, building equipment, as well as furniture, fixtures, and other equipment.

5. Parking System Facilities Fund: $208,500 is budgeted in this fund to provide resources for the Structural Maintenance & Repair capital project, which provides for structural maintenance and repairs at the City's parking facilities, and for various capital improvement projects administered by ETS. Funding is provided for the transfer of resources to the Enterprise Network Enhancements, Information and Cyber Security Enhancements, Radio Communications Equipment, and Telephone System Upgrades capital improvement projects.

6. Stormwater Management Fund: $1,104,000 is budgeted in this fund to provide resources for the Linear Asset Condition Assessment and for various capital projects administered by ETS. Funding is provided for the transfer of resources to the Enterprise Network Enhancements, Information and Cyber Security Enhancements, and the Telephone System Upgrades projects.

7. Stormwater Improvement Bond Fund: Capital projects budgeted at $2,835,000 provide for improvements to the Stormwater Management Utility. Budgeted capital projects include the Cincinnati Local Flood Protection Project, Linear Asset Condition Assessment, and the Stormwater Infrastructure Rehabilitation.

8. Water Works Fund: $149,000 is budgeted in this fund to provide resources for various capital improvement projects administered by ETS. Funding is provided for the Enterprise Network Enhancements, Information and Cyber Security Enhancements, Radio Communications Equipment, and Telephone System Upgrades capital improvement projects.

This Emergency Ordinance also authorizes the transfer and appropriation of the sum of $30,000,000 from the unappropriated surplus of Water Works Fund 101 to Water Works Capital Improvement Fund 756 for the purpose of continuing funding for the current Capital Improvement Program, which includes new water mains, water main replacements, treatment plant improvements, system development, tanks, pumping stations, and private development. This Emergency Ordinance further authorizes the use and expenditure of $67,0000,000 for Greater Cincinnati Water Works Capital Improvements.

In addition, this Emergency Ordinance authorizes the appropriation of the sum of $4,200,000 from the unappropriated surplus of Water Works Fund 101 to Private Lead Service Line Replacement Fund 312 for the purpose of private lead service line replacement.

This Emergency Ordinance also declares that the Strategic Housing Initiatives Program (SHIP) serves a public purpose because the project will foster local improvements and investment and increase neighborhood vitality, and because the project has an estimated life or period of usefulness of five years or more.

The reason for the emergency is the need to have funding immediately in place to carry out the City's Fiscal Year 2022 Capital Improvement Program, which begins July 1, 2021.

The Administration recommends passage of this Emergency Ordinance.

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

Attachments

EMERGENCY

City of Cincinnati

An Ordinance No._____

CFG

-2021

BWG

AUTHORIZING the transfer and appropriation of the sum of $5,397,500 from various restricted and special revenue funds to various capital improvement project accounts in Capital Projects Fund 980 according to Schedule A attached hereto, and by this reference made a part hereof, for the purpose of continuing and completing certain capital improvement projects listed in Schedule A; AUTHORIZING the transfer and appropriation of the sum of $30,000,000 from the unappropriated surplus of Water Works Fund 101 to Water Works Capital Improvement Fund 756, for the purpose of continuing funding for the current Capital Improvement Program, which includes new water mains, water main replacements, treatment plant improvements, system development, tanks, pumping stations, and private development; AUTHORIZING the use and expenditure of $67,000,000 for Greater Cincinnati Water Works Capital Improvements; AUTHORIZING the transfer and appropriation of the sum of $4,200,000 from the unappropriated surplus of Water Works Fund 101 to Private Lead Service Line Replacement Fund 312 for the purpose of private lead service line replacement; AUTHORIZING the City Manager to accept and appropriate resources in the amount of $123,500 from the Metropolitan Sewer District to various capital improvement project accounts, including $47,000 to capital improvement program project account no. 980x091x220903, "Enterprise Networks Enhancements"; $48,000 to capital improvement program project account no. 980x091x220902, "Information and Cyber Security Enhancements"; and $28,500 to capital improvement program project account no. 980x091x220913, "Telephone System Upgrades"; and further DECLARING the capital improvement program project Strategic Housing Initiatives Program (SHIP) to be for a public purpose.

WHEREAS, passage of this capital budget ordinance will allow the Administration to provide resources for the FY 2022 Capital Improvement Program, to provide resources for certain capital improvement program projects, and to transfer and appropriate certain funds; now, therefore,

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

Section 1. That the sum of $5,397,500 is hereby transferred and appropriated from various restricted and special revenue funds to various capital improvement project accounts in Capital Projects Fund 980 according to Schedule A attached hereto, and by this reference made a part hereof, for the purpose of continuing and completing certain capital improvement projects listed in Schedule A.

Section 2. That the sum of $30,000,000 is transferred and appropriated from the unappropriated surplus of Water Works Fund 101 to Water Works Capital Improvement Fund 756 for the purpose of continuing funding for the current Capital Improvement Program which includes new water mains, water main replacements, treatment plant improvements, system development, tanks, pumping stations, and private development.

Section 3. That the use and expenditure of the sum of $67,000,000 is authorized for Greater Cincinnati Water Works Capital Improvements.

Section 4. That the sum of $4,200,000 is transferred and appropriated from the unappropriated surplus of Water Works Fund 101 to Private Lead Service Line Replacement Fund 312 for the purpose of providing resources for private lead service line replacement.

Section 5. That the City Manager is authorized to accept and appropriate resources in the amount of $123,500 from the Metropolitan Sewer District to various capital improvement project accounts, including $47,000 to capital improvement program project account no. 980x091x220903, "Enterprise Networks Enhancements"; $48,000 to capital improvement program project account no. 980x091x220902, "Information and Cyber Security Enhancements"; and $28,500 to capital improvement program project account no. 980x091x220913, "Telephone System Upgrades."

Section 6. That the capital improvement program project Strategic Housing Initiatives Program (SHIP) is hereby declared to serve a public purpose because the project will foster local improvements and investment and increase neighborhood vitality and because this project has an estimated life or period of usefulness of five years or more.

Section 7. That Sections 1 through 6 hereof shall become effective as of July 1, 2021.

Section 8. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the need to have funding immediately in place to carry out the City's Fiscal Year 2022 Capital Improvement Program, which begins July 1, 2021.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

FY 2022 Restricted & Special Revenue Funds Capital Schedule of Transfer

That the amounts set forth hereinafter totaling $5,397,500 are hereby transferred and appropriated to the individual project accounts for the improvements listed hereinafter:

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM NUMBER:	DESCRIPTION	PROJECT OR FUND TO BE TRANSFERRED TO NUMBER:	DESCRIPTION	TOTAL BUDGETED COST ALL FUNDS PRIOR	REVISED	AMOUNT TO BE APPROPRIATED OR TRANSFERRED
Enterprise Tech. Solutions 091	101	Water Works Fund	220903	Enterprise Networks Enhancements	306,000.00	350,000.00	44,000.00
	101	Water Works Fund	220902	Information and Cyber Security Enhancements	310,000.00	354,500.00	44,500.00
	101	Water Works Fund	220906	Radio Communications Equipment	690,000.00	728,000.00	38,000.00
	101	Water Works Fund	220913	Telephone System Upgrades	141,000.00	163,500.00	22,500.00
	102	Parking System Facilities Fund	220903	Enterprise Networks Enhancements	350,000.00	350,500.00	500.00
	102	Parking System Facilities Fund	220902	Information and Cyber Security Enhancements	354,500.00	355,000.00	500.00
	102	Parking System Facilities Fund	220906	Radio Communications Equipment	728,000.00	735,000.00	7,000.00
	102	Parking System Facilities Fund	220913	Telephone System Upgrades	163,500.00	164,000.00	500.00
	104	General Avaition Fund	220903	Enterprise Networks Enhancements	350,500.00	351,000.00	500.00
	104	General Aviation Fund	220902	Information and Cyber Security Enhancements	355,000.00	355,500.00	500.00
	107	Stormwater Management Fund	220903	Enterprise Networks Enhancements	351,000.00	355,000.00	4,000.00
	107	Stormwater Management Fund	220902	Information and Cyber Security Enhancements	355,500.00	359,500.00	4,000.00
	107	Stormwater Management Fund	220913	Telephone System Upgrades	164,000.00	165,000.00	1,000.00
	336	Telecommunications Services Fund	220906	Radio Communications Equipment	735,000.00	765,000.00	30,000.00

FY 2022 Restricted & Special Revenue Funds Capital Schedule of Transfer

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM NUMBER:	DESCRIPTION	PROJECT OR FUND TO BE TRANSFERRED TO NUMBER:	DESCRIPTION	TOTAL BUDGETED COST ALL FUNDS PRIOR	REVISED	AMOUNT TO BE APPROPRIATED OR TRANSFERRED
Comm. & Econ. Dev. Housing 162	761	Special Housing Permanent Improvement Fund	221602	Strategic Housing Initiatives Program (SHIP)	250,000.00	750,000.00	500,000.00
Transp. & Eng. General Aviation 234	104	General Aviation Fund	222332	Airport Infrastructure Improvements	0.00	340,000.00	340,000.00
Enterprise Services Convention Center 243	103	Convention Center Fund	222402	Furniture, Fixtures, and Equipment	0.00	10,000.00	10,000.00
	103	Convention Center Fund	222403	Building Equipment	0.00	150,000.00	150,000.00
	103	Convention Center Fund	222401	Capital Maintenance	0.00	70,000.00	70,000.00
Enterprise Services Parking 248	102	Parking System Facilities Fund	222406	Structural Maintenance & Repair	0.00	200,000.00	200,000.00
Stormwater Management 311	107	Stormwater Management Fund	224143	Linear Asset Condition Assessment	0.00	1,095,000.00	1,095,000.00
	846	Stormwater Improvement Bond Fund	224124	Cincinnati Local Flood Protection Project	0.00	330,000.00	330,000.00
	846	Stormwater Improvement Bond Fund	224143	Linear Asset Condition Assessment	1,095,000.00	1,200,000.00	105,000.00
	846	Stormwater Improvement Bond Fund	224137	Stormwater Infrastructure Rehabilitation	0.00	2,400,000.00	2,400,000.00

FY 2022 Restricted & Special Revenue Funds Capital Schedule of Transfer

That the amounts set forth hereinafter totaling $5,397,500 are hereby transferred and appropriated to the individual project accounts for the improvements listed hereinafter:

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM NUMBER:	DESCRIPTION	PROJECT OR FUND TO BE TRANSFERRED TO NUMBER:	DESCRIPTION	TOTAL BUDGETED COST ALL FUNDS PRIOR	REVISED	AMOUNT TO BE APPROPRIATED OR TRANSFERRED
Enterprise Tech. Solutions 091	101	Water Works Fund	220903	Enterprise Networks Enhancements	306,000.00	350,000.00	44,000.00
	101	Water Works Fund	220902	Information and Cyber Security Enhancements	310,000.00	354,500.00	44,500.00
	101	Water Works Fund	220906	Radio Communications Equipment	690,000.00	728,000.00	38,000.00
	101	Water Works Fund	220913	Telephone System Upgrades	141,000.00	163,500.00	22,500.00
	102	Parking System Facilities Fund	220903	Enterprise Networks Enhancements	350,000.00	350,500.00	500.00
	102	Parking System Facilities Fund	220902	Information and Cyber Security Enhancements	354,500.00	355,000.00	500.00
	102	Parking System Facilities Fund	220906	Radio Communications Equipment	728,000.00	735,000.00	7,000.00
	102	Parking System Facilities Fund	220913	Telephone System Upgrades	163,500.00	164,000.00	500.00
	104	General Avaition Fund	220903	Enterprise Networks Enhancements	350,500.00	351,000.00	500.00
	104	General Aviation Fund	220902	Information and Cyber Security Enhancements	355,000.00	355,500.00	500.00
	107	Stormwater Management Fund	220903	Enterprise Networks Enhancements	351,000.00	355,000.00	4,000.00
	107	Stormwater Management Fund	220902	Information and Cyber Security Enhancements	355,500.00	359,500.00	4,000.00
	107	Stormwater Management Fund	220913	Telephone System Upgrades	164,000.00	165,000.00	1,000.00
	336	Telecommunications Services Fund	220906	Radio Communications Equipment	735,000.00	765,000.00	30,000.00

FY 2022 Restricted & Special Revenue Funds Capital Schedule of Transfer

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM NUMBER:	DESCRIPTION	PROJECT OR FUND TO BE TRANSFERRED TO NUMBER:	DESCRIPTION	TOTAL BUDGETED COST ALL FUNDS PRIOR	REVISED	AMOUNT TO BE APPROPRIATED OR TRANSFERRED
Comm. & Econ. Dev. Housing 162	761	Special Housing Permanent Improvement Fund	221602	Strategic Housing Initiatives Program (SHIP)	250,000.00	750,000.00	500,000.00
Transp. & Eng. General Aviation 234	104	General Aviation Fund	222332	Airport Infrastructure Improvements	0.00	340,000.00	340,000.00
Enterprise Services Convention Center 243	103	Convention Center Fund	222402	Furniture, Fixtures, and Equipment	0.00	10,000.00	10,000.00
	103	Convention Center Fund	222403	Building Equipment	0.00	150,000.00	150,000.00
	103	Convention Center Fund	222401	Capital Maintenance	0.00	70,000.00	70,000.00
Enterprise Services Parking 248	102	Parking System Facilities Fund	222406	Structural Maintenance & Repair	0.00	200,000.00	200,000.00
Stormwater Management 311	107	Stormwater Management Fund	224143	Linear Asset Condition Assessment	0.00	1,095,000.00	1,095,000.00
	846	Stormwater Improvement Bond Fund	224124	Cincinnati Local Flood Protection Project	0.00	330,000.00	330,000.00
	846	Stormwater Improvement Bond Fund	224143	Linear Asset Condition Assessment	1,095,000.00	1,200,000.00	105,000.00
	846	Stormwater Improvement Bond Fund	224137	Stormwater Infrastructure Rehabilitation	0.00	2,400,000.00	2,400,000.00

city of CINCINNATI
Interdepartment Correspondence Sheet

Date: June 9, 2021

To: Mayor and Members of City Council 202102153

From: Paula Boggs Muething, City Manager

Subject: **EMERGENCY ORDINANCE - ESTABLISHMENT OF FC CINCINNATI SIDEWALK VENDING ZONE**

Attached is an emergency ordinance captioned as follows:

> MODIFYING Title VII, "General Regulations," of the Cincinnati Municipal Code by amending Section 723-16, "Sidewalk Vending," of Chapter 723, "Streets and Sidewalks, Use Regulations," to establish a new sidewalk vending district in proximity to TQL Stadium in the West neighborhood.

Approval of this emergency ordinance authorizes the establishment of a new sidewalk vending zone in the vicinity the TQL FC Cincinnati Stadium, keeping with precedence of sidewalk vending zones around high traffic areas.

This zone is located within both the West End and Over-the-Rhine neighborhoods.

The reason for the emergency is to have the zone in place for the 2021 FC Cincinnati season.

The Administration recommends passage of the attached emergency ordinance.

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

EMERGENCY

City of Cincinnati

JRS

BWG

An Ordinance No. _____ - 2021

MODIFYING Title VII, "General Regulations," of the Cincinnati Municipal Code by amending Section 723-16, "Sidewalk Vending," of Chapter 723, "Streets and Sidewalks, Use Regulations," to establish a new sidewalk vending district in proximity to TQL Stadium in the West End neighborhood.

WHEREAS, revocable street privileges are the primary tool used by the City to provide sidewalk vendors access to the public right-of-way and to manage those vendors' occupancy of the public right-of-way; and

WHEREAS, Cincinnati Municipal Code Section 723-16, "Sidewalk Vending," establishes a process whereby the City Manager may grant revocable street privileges to sidewalk vendors, allowing them to establish merchandise and food vending locations on City sidewalks within sidewalk vending districts; and

WHEREAS, in order to support the City's sidewalk vendors and to expand access to sidewalk vending across the City, the Council wishes to establish a new sidewalk vending district in proximity to FC Cincinnati's new TQL Stadium; now therefore,

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

Section 1. That Section 723-16, "Sidewalk Vending," of Chapter 723, "Streets and Sidewalks, Use Regulations," of the Cincinnati Municipal Code is hereby amended to read as follows:

Sec. 723-16. - Sidewalk Vending.

(a) Sidewalk Vending Program. The city manager or his or her designee is authorized to grant revocable street privileges for the placement of sidewalk vending locations in accordance with this section. This section governs merchandise and food vending on the sidewalks in the City's right-of-way. Mobile food vending within city streets is governed by Sections 723-41 through 723-50 of the Cincinnati Municipal Code.

(b) Sidewalk Vending Rules and Regulations. The city manager is authorized to establish rules and regulations for the orderly and efficient administration of this chapter, including but not limited to rules governing application fees, vending practices, displays at vending locations, equipment and materials, health and safety standards, and authorized hours of operation. Changes to the rules and regulations must be approved by the city manager.

(c) Vending Districts. The following sidewalk vending districts are the only areas in which individual sidewalk vending locations may be established by the city manager or his or her designee. Peddlers and itinerant vendors authorized to operate under Chapter 839 of the Cincinnati Municipal Code are prohibited from operating in these sidewalk vending districts, as stated in Section 839-13 of the Cincinnati Municipal Code.

1. The "Downtown Vending District" shall be defined as follows: the area within the public right-of-way within the bounds beginning at the intersection of the north property line of East Central Parkway and the east property line of Eggleston Avenue as projected northeastwardly; thence southeastwardly along the projected east property line, the actual east property line and the projected east property line of Eggleston Avenue to the south city corporate limit; thence west along the south city corporate limit to the west property line of Central Avenue as projected southwardly to the city corporate limit; thence northwardly along the west property line of projected Central Avenue and the actual west property line of Central Avenue to the north property line of West Court Street; thence eastwardly along the north property line of West Court Street to the west property line of Plum Street; thence northwardly along the west property line of Plum Street to the projected north property line of West Central Parkway; thence east along the projected and actual north property line of Central Parkway; continuing eastwardly along the north property line of East Central Parkway to the point of beginning.

2. The "Liberty/Dalton Street Vending District" shall be defined as the area within the public right-of-way beginning at a point being the intersection of the west right-of-way line of Dalton Street and the north right-of-way line of Flint Street. Thence north along the west right-of-way line of Dalton Street to the point of intersection with the south right-of-way line of Findlay Street. Thence east along the south right-of-way line of Findlay Street to the point of intersection with the east right-of-way line of Dalton Street. Thence south along the east right-of-way line of Dalton Street to the point of intersection with the north right-of-way line of Flint Street. Thence west along the north right-of-way line of Flint Street to the point of intersection with the west right-of-way line of Dalton Street, being the point and place of beginning.

3. The "Short Vine Vending District" shall be defined as the area beginning at a point being the intersection of the north right-of-way line of Corry Street and the east right-of-way line of Vine Street. Thence north along the east right-of-way line of Vine Street to the point of intersection with the south right-of-way line of Martin Luther King Jr. Drive. Thence west along the south right-of-way line of Martin Luther King Jr. Drive to the point of intersection with the west right-of-way line of Vine Street. Thence south along the west right-of-way line of Vine Street to the point of intersection with the north right-of-way line of Corry Street. Thence

east along the north right-of-way line of Corry Street to the east right-of-way line of Vine Street, being the point and place of beginning.

4. The "University Hospital Vending District" shall be defined as the area beginning at a point being the intersection of the south right-of-way line of Piedmont Avenue and the west right-of-way line of Eden Avenue. Thence north along the west right-of-way line of Eden Avenue to the point of intersection with the north right-of-way line of Bethesda Avenue. Thence east along the north right-of-way line of Bethesda Avenue to the point of intersection with the northeast right-of-way line of Elland Avenue. Thence southeast and east along that right-of-way line and that right-of-way line extended to the east right-of-way line of Burnet Avenue. Thence south along the east right-of-way line of Burnet Avenue to the point of intersection with the south right-of-way line extended of Piedmont Avenue. Thence west along the south right-of-way line extended and the right-of-way line of Piedmont Avenue to the point of intersection with the west right-of-way of Eden Avenue, being the point and place of beginning.

5. The "FC Cincinnati Vending District" shall be defined as follows: the area within the public right-of-way within the bounds beginning at the intersection of the north property line of West Liberty Street and the west property line of John Street as projected easterly; thence to the east property line of Elm Street projected southerly to the south property line of West Liberty Street then projecting westerly along the south property line of West Liberty Street to the east property line of Central Parkway; thence projected southerly on the east property line of Central Parkway to the south property line of Charles Street; thence projecting westerly along the south property line of Charles Street to the west property line of Central Avenue; thence projecting northerly along the west property line of Central Avenue to the south property line of Ezzard Charles Drive; thence projecting westerly to the west property line of John Street; thence projecting northwesterly to the north property line of West Liberty Street.

(d) Vending Locations. The city manager or his or her designee may designate sites within the defined vending districts for either food vending or merchandise vending and shall identify approved sites by maps, approximate address, or both. Additional sites may be requested in writing by persons interested in vending at specific locations which have not been designated for vending of the type proposed in the request. The city manager or his or her designee shall exercise sole discretion in determining the appropriateness of the requested location and shall notify the applicant in writing of the decision.

(e) Temporary Locations. Temporary locations within the vending districts established in subsection (c) of this section for use in relocating sidewalk

vendors from special event areas or for handling short-term (under seven days) demand for vending locations prompted by special events, holidays, sports championships, and other such occurrences, may be established and withdrawn by the city manager or his or her designee at any time.

(f) Applications for Sidewalk Vending Locations. Persons desiring to obtain a revocable street privilege for a vending location shall submit an application on a form to be provided by the city manager or his or her designee. The city manager or his or her designee is authorized to charge a non-refundable application fee to be determined by the city manager.

(g) Assignment of Vending Locations. Vending revocable street privileges for sidewalk vending locations will be awarded in accordance with the following:

1. Each year, vendors with existing sidewalk vending locations may retain up to eight of their vending locations, upon provision of written notice to the city.

2. New vending locations, and newly open vending locations not retained by a vendor, are to be awarded on a first come, first served basis.

3. Applications for new or newly available vending locations shall be considered and awarded, in the order in which they are received, only to qualified applicants who submit proper and complete applications.

4. Existing vendors seeking to retain one or more (up to eight) of their vending locations, and applicants seeking a new vending location, all must submit their applications within the deadlines for each step of the process. The application periods and deadlines shall be established in the rules and regulations governing the sidewalk vending program.

5. In a given year, if deemed necessary because of high demand for new vending locations, the city manager or his or her designee may implement another method for awarding new locations, including but not limited to a lottery or another random drawing method, to ensure fairness both to existing vendors and new vendors.

6. The provisions of this subsection (g) do not change the revocability of vending revocable street privileges addressed in subsection (h) of this section and in Chapter 718 of the Cincinnati Municipal Code.

(h) Vending Revocable Street Privilege. The city manager or his designee shall issue a vending revocable street privilege for each vending location awarded upon payment of the required fee set forth in the rules and regulations for the sidewalk vending program. Vending revocable street privileges for vending locations issued pursuant to this chapter are also governed by Chapter 718 of the Cincinnati Municipal Code and are revocable at any time as set forth in Chapter 718. In the event of revocation not caused by any act or omission of

the vendor, the city shall make good faith efforts to accommodate the vendor by identifying an alternative vending location, or, if no alternative locations are available, the city will refund a prorated amount of the annual fee for the vending revocable street privilege based on the number of months of the year that the vendor had the vending revocable street privilege.

(i) Vending During Special Events. When city council passes an ordinance in connection with a special event which temporarily prohibits vending in a specified area within any vending district except that which is authorized by the special event sponsor, and such area includes established sidewalk vending locations, or when, as a result of lawful construction or demolition or a significant change in the use of the street or sidewalk space in the vending district, it is necessary to eliminate an established vending site, the city manager or his or her designee may designate a temporary alternative sidewalk vending location within one of the defined vending districts established in subsection (c) of this section. The city manager or his or her designee shall designate temporary locations for sidewalk vending on an as-needed basis. The location of such temporary sites shall be at the sole discretion of the city manager or his or her designee.

Section 2. That existing Section 723-16, "Sidewalk Vending," is hereby repealed.

Section 3. That the proper City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance.

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 establish a new sidewalk vending district in proximity to FC Cincinnati's TQL Stadium.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

Additions indicated by underline; Deletions indicated by strikethrough.

city of CINCINNATI
Interdepartment Correspondence Sheet

June 9, 2021

To: Mayor and Members of City Council 202102154

From: Paula Boggs Muething, City Manager

Subject: **CRA TAX EXEMPTION AGREEMENT FOR MOERLEIN MANSION, LLC**

Attached is an Emergency Ordinance captioned as follows:

> **APPROVING AND AUTHORIZING** the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with Moerlein Mansion, LLC, thereby authorizing a 12-year tax exemption for 100% of the value of improvements made to real property located at 18 Mulberry Street in the Mt. Auburn neighborhood of Cincinnati, in connection with the remodeling of the existing building into approximately 6,722 square feet of residential space consisting of 9 residential units, at a total construction cost of approximately $471,208.

BACKGROUND/CURRENT CONDITIONS

Moerlein Mansion, LLC owns and intends to renovate the residential property located at 18 Mulberry Street in Mt. Auburn, east of Vine Street and Loth Street. The property is the former home of Christian Moerlein. Moerlein Mansion, LLC purchased the property from the Hamilton County Land Reutilization Corporation (the Port) in May of 2021. The Port put approximately $183,000 in to stabilize the building, but substantial renovation work is still necessary to make the building habitable.

DEVELOPER INFORMATION

Moerlein Mansion, LLC is a limited liability corporation operated by Michael Basch, Stuart Naeny, and Allison Dilbone. Mr. Basch has completed three (3) other renovations in Over-the-Rhine, totaling 13 units. Mr. Naeny has more than eight (8) years of small business leadership and ownership experience through the Pedal Wagon. Ms. Dilbone has worked in finance leadership roles in local banking and marketing firms.

PROJECT DESCRIPTION

The Developer is proposing the renovation of the vacant two-and-a-half story, 6,722 square foot historic property located at 18 Mulberry Street to include nine (9) market-rate residential rental units naturally affordable to households not exceeding 80% of the Area Median Income (AMI), consisting of four (4) studio units, four (4) one-bedroom units, and one (1) two-bedroom unit. Rents per month will be approximately $725-$795 for the studios, $990-$1,100 for the one-bedrooms, and $1,595 for the two-bedroom. Total project cost is estimated to be $713,583, with hard construction cost estimated to be $471,208. The project is estimated to take eight (8) months to complete and is anticipated to create 28 temporary construction jobs with a total payroll of $277,685. Following project completion, it is anticipated that one (1) part-time permanent job will be created (.25 FTE) with an annual payroll of $10,250.

PROPOSED INCENTIVE

DCED is recommending a 12-year, net 52% CRA tax exemption. The exemption applies only to the increase in improvement value attributed to the renovation.

Pursuant to the Commercial CRA policy established by City Council, this project is located in the Mt. Auburn Neighborhood VTICA Area and is therefore subject to analysis based on financial gap analysis, LEED certification level, and Neighborhood VTICA contribution. The project merits a 12-year, net 52% CRA Tax Abatement based on the following criteria:

- Rents are priced at affordable rates that do not exceed 80% of the AMI
- Project has low cash flow the first several years
- Developer return is low the first several years

SUMMARY	
Incentive Value	
Annual Net Abatement (Savings to Developer)	$4,550
Total Term Net Abatement (Savings to Developer)	**$54,601**
City's Portion of Property Taxes Forgone	**$13,552**
Public Benefit	
CPS PILOT	
Annual CPS Pilot	$2,888
Total Term CPS PILOT	**$34,651**
VTICA	
Annual VTICA	$1,313
Total Term VTICA PILOT	**$15,750**
Income Tax (Max)	**$5,546**

New Permanent Jobs	.25
Total Public Benefit (CPS PILOT/VTICA PILOT/Income Tax)	**$55,947**
Total Public Benefit ROI	$1.02
City's ROI	$1.57

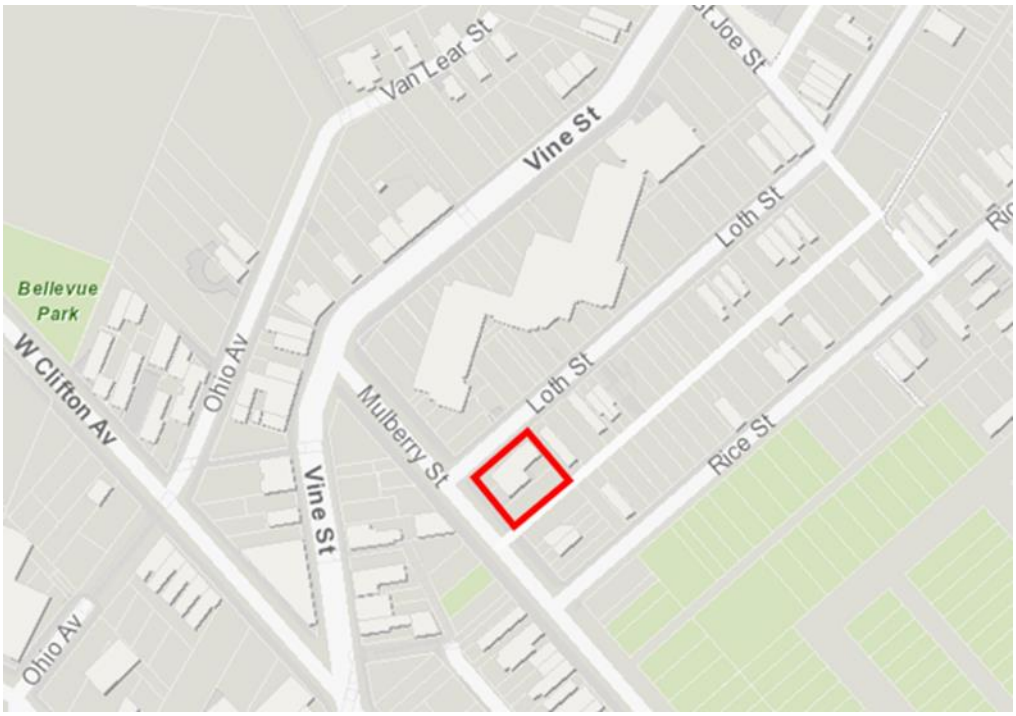
RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance. The Moerlein Mansion is consistent with *Plan Cincinnati* under the Sustain Initiative with the goal to preserve our natural and built environment as described more particularly on pages 197 and 198 of the Plan by activating property that has long been vacant in the Mt. Auburn neighborhood.

Attachment: A. Property location and photographs

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

Attachment A: Location and Photographs



Property Location

18 Mulberry Street

EMERGENCY

City of Cincinnati

JML

BWG

An Ordinance No._____ - 2021

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with Moerlein Mansion, LLC, thereby authorizing a 12-year tax exemption for 100% of the value of improvements made to real property located at 18 Mulberry Street in the Mt. Auburn neighborhood of Cincinnati, in connection with the remodeling of the existing building into approximately 6,722 square feet of residential space consisting of 9 residential units, at a total construction cost of approximately $471,208.

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

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

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

WHEREAS, Moerlein Mansion, LLC (the "Company") desires to remodel an existing building located on real property at 18 Mulberry Street located within the corporate boundaries of the City of Cincinnati into approximately 6,722 square feet of residential space consisting of 9 residential units (the "Improvements"), provided that the appropriate development incentives are available to support the economic viability of the Improvements; and

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

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

WHEREAS, the Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020 (as may be amended, the "Board of Education Agreement"), has approved exemptions of up to

100% of Community Reinvestment Area projects, waived advance notice and the right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects; and

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

WHEREAS, the Company has represented that it has entered into (or will enter into) a voluntary tax incentive contribution agreement with a third-party organization for amounts equal to 15% of the exempt real property taxes, which funds shall be committed by the third-party organization to facilitate permanent improvements and neighborhood services furthering redevelopment in the neighborhood of the Improvements and to support affordable housing on a City-wide basis; and

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

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

Section 1. That Council approves a *Community Reinvestment Area Tax Exemption Agreement* with Moerlein Mansion, LLC (the "Agreement"), thereby authorizing a 12-year tax exemption for 100% of the assessed value of improvements to be made to real property located at 18 Mulberry Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of the existing building into approximately 6,722 square feet of residential space consisting of 9 residential units, to be completed at a total construction cost of approximately $471,208.

Section 2. That Council authorizes the City Manager:

(i) to execute the Agreement on behalf of the City in substantially the form of Attachment A to this ordinance; and

(ii) to forward on behalf of Council a copy of the Agreement, within fifteen (15) days after execution, to the Director of the Ohio Development Services Agency in accordance with Ohio Revised Code Section 3735.671(F); and

(iii) to submit on behalf of Council annual reports on the Agreement to the Director of the Ohio Development Services Agency and to the Board of Education of the Cincinnati City School District, in accordance with Ohio Revised Code Section 3735.672; and

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

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

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

Attachment A to Ordinance

CRA Tax Exemption Agreement

SEE ATTACHED

Contract No. _____

Community Reinvestment Area Tax Exemption Agreement

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

Recitals:

A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").

B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.

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

D. The Company is the sole owner of certain real property within the City, located at 18 Mulberry Street, Cincinnati, Ohio 45202 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.

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

F. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.

G. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.

H. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application

(i) the City application fee of One Thousand Two Hundred Fifty Dollars ($1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars ($750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.

I. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.

J. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.

K. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").

L. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").

M. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.

N. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.

O. The Company acknowledges that the Mt. Auburn neighborhood is a rising neighborhood in need of resources for development, neighborhood improvements, amenities, and organizations oriented towards neighborhood services. The Company anticipates that future development, improvements, amenities and organizations will contribute to the quality and vitality of the neighborhood, therefore increasing the value of the Property and directly and indirectly contributing to the Project's success. The Project's success, in turn, will benefit the neighborhood. Although this feedback effect will promote the revitalization and redevelopment of the City, it could also impact the affordability of property in the area. Therefore, in support of the Mt. Auburn neighborhood and with the intention of preserving and improving the availability of quality, reliable affordable housing on a City-wide basis, as a material inducement to the City to enter into this Agreement, the Company hereby represents to the City that it will enter into a voluntary tax incentive contribution agreement ("VTICA") with a City-designated third-party non-profit administrative organization (the "Third-Party Administrator") to contribute to the Third-Party Administrator an amount equal to fifteen percent (15%) of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"). Half of such VTICA Contribution is to be committed by the Third-Party Administrator to facilitate permanent improvements and neighborhood services furthering urban redevelopment in the Mt. Auburn neighborhood and the other half of such VTICA Contribution is to be committed by the Third-Party Administrator in supporting quality affordable housing on a City-wide basis. The Company hereby represents and warrants that it will pay the VTICA Contribution for the full term of the abatement.

P. This Agreement has been authorized by Ordinance No. _____-2021, passed by Cincinnati City Council on _____, 2021.

Q. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to remodel the existing building on the Property into approximately 6,722 square feet of residential space consisting of nine (9) residential units (the "Improvements") at an estimated aggregate cost of $471,208.00 to commence after the execution of this Agreement and to be completed no later than March 31, 2022; *provided,* however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling shall be in compliance with applicable building code requirements and zoning regulations. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 12 years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling, (B) the cost of remodeling, (C) the facts asserted in the application for exemption, and (E) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the

Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2022 nor extend beyond the earlier of (i) tax year 2033 or (ii) the end of the twelfth (12th) year of exemption.

Section 3. Use; Maintenance; Inspections. The Company shall use the Property solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Property throughout the period of tax exemption authorized herein. The Company authorizes the Housing Officer, or the Housing Officer's designees, to enter upon the Property as reasonably required to perform property inspections in accordance with Ohio Revised Code Section 3735.68.

Section 4. Compliance with Board of Education Agreement. As a condition of the tax exemption authorized under this Agreement, the Company agrees to enter into and comply with its obligation under the Board of Education Agreement.

Section 5. Duty of Company to Pay Taxes. As required by Ohio Revised Code Section 3735.671(C)(2), the Company shall pay such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and continuing thereafter.

Section 6. Company Certifications Regarding Non-Delinquency of Tax Obligations. As required by Ohio Revised Code Section 3735.671(C)(3), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

Section 8. City Cooperation. As required by Ohio Revised Code Section 3735.671(C)(4), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. Continuation of Exemptions. As provided in Ohio Revised Code Section 3735.671(C)(5), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

Section 10. City Not Liable. The Company acknowledges that the exemption authorized in this Agreement is subject to approval and implementation by the appropriate state and/or county taxing authorities. The Company acknowledges that the City does not give any guarantee or assurance that the exemption approved in this Agreement will be so approved, and the Company agrees that in no event shall the Company seek to hold the City liable in any way in the event such exemption is not granted or implemented.

Section 11. Small Business Enterprise Program. [1]

A. Compliance with Small Business Enterprise Program. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in Cincinnati Municipal Code ("CMC") Section 323-1-S, "SBEs"). Pursuant to CMC Section 323-11, the City's annual goal for SBE participation shall be thirty percent (30%) of the City's total dollars spent for construction (as such term is defined in CMC Section 323-1-C4), supplies (as such term is defined in CMC Section 323-1-S5), services (as such term is defined in CMC Section 323-1-S) and professional services (as such term is defined in CMC Section 323-1-P2). Accordingly, the Company shall use its best efforts and take affirmative steps to achieve the City's goal of voluntarily meeting thirty percent (30%) SBE participation. A list of SBEs may be obtained from the City's Department of Economic Inclusion. The Company may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. The Company shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:

(i) Including qualified SBEs on solicitation lists.

(ii) Assuring that SBEs are solicited whenever they are potential sources. The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.

(iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

(iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.

(v) Prior to the commencement of work under any subcontracts, the Company shall provide to the City a list of such subcontractors, including information as to the dollar amount of the subcontracts and such other information as may be requested by the City. The Company shall update the report monthly.

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

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

[1] Note: this section will be revised prior to execution due to programmatic changes being implemented by the Department of Community and Economic Development as a result of recent legislation passed by City Council.

enforce specific performance of the terms of this Section. The provisions of CMC Section 323-99 are hereby incorporated by reference into this Agreement.

Section 12. Jobs. The Company represents that, as of the date of the execution of this Agreement, the Company has no existing employment at the Property or in the State.

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 28 full-time temporary construction jobs at the Property in connection with the Project, and (ii) 1 part-time permanent job. In the case of the construction jobs, the job creation and retention period shall be concurrent with remodeling, and in the case of the other jobs described herein, the job creation period shall begin upon completion of remodeling and shall end three (3) years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) $277,685 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs, and (ii) $10,250 in additional payroll with respect to the part-time permanent job.

C. Community Reinvestment Area Employment. The Company shall (i) adopt hiring practices to ensure that at least twenty-five percent (25%) of the new employees shall be residents of the City of Cincinnati and (ii) give preference to residents of the City relative to residents of the State who do not reside in the City when hiring new employees under this Agreement.

D. Posting Available Employment Opportunities. To the extent allowable by law, the Company shall use its best efforts to post available employment opportunities within the Company's organization or the organization of any subcontractor working with the Company with the Ohio Means Jobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-746-7200.

Section 14. Equal Employment Opportunity. This Agreement is subject to the City's Equal Employment Opportunity Program contained in CMC Chapter 325. The Equal Employment Opportunity Clause in CMC Section 325-9 is incorporated by reference in this Agreement. The term "Company" is substituted for "Contractor" throughout CMC Section 325-9 in the context of this Agreement.

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

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may

extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

Section 17. Annual Review and Report. As required by Ohio Revised Code Sections 3735.671(C)(7) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive Review Council (the "Annual Review and Report"). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.

Section 18. Revocation.

A. Generally. Pursuant to Ohio Revised Code Section 3735.68, the housing officer shall make annual inspections of the properties within the community reinvestment area upon which are located structures or remodeling for which an exemption has been granted under Ohio Revised Code Section 3735.67. If the housing officer finds that the property has not been properly maintained or repaired due to the neglect of the Company, the housing officer may revoke the exemption at any time after the first year of exemption. If the Company has materially failed to fulfill its obligations under this Agreement, or if the owner is determined to have violated division (E) of that section (see Section 18(B) of this Agreement), City Council, subject to the terms of the agreement, may revoke the exemption at any time after the first year of exemption. The housing officer or City Council shall notify the county auditor and the Company that the tax exemption no longer applies. If the housing officer or legislative authority revokes a tax exemption, the housing officer shall send a report of the revocation to the community reinvestment area housing council and to the tax incentive review council established pursuant to section 3735.69 or 5709.85 of the Revised Code, containing a statement of the findings as to the maintenance and repair of the property, failure to fulfill obligations under the written agreement, or violation of division (E) of Ohio Revised Code Section 3735.671, and the reason for revoking the exemption.

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

Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this

Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within thirty (30) days of written demand) and the Company shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Ohio Revised Code Section 9.66(C)(1). Amounts due and not paid under this Section 19 shall bear interest at the rate of twelve percent (12%) per year. Any person who provides a false statement to secure economic development assistance (as defined in Ohio Revised Code Section 9.66) may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars ($1,000) and/or a term of imprisonment of not more than six (6) months.

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

Section 20. Conflict of Interest. The Company covenants that, to the Company's knowledge, no employee of the City has any personal interest, direct or indirect, in any matters pertaining to the Project, and the Company agrees to take appropriate steps to prevent any employee of the City from obtaining any such interest throughout the term of this Agreement.

Section 21. Annual Fee. As authorized by Ohio Revised Code Section 3735.671(D), the Company shall pay an annual fee of Five Hundred Dollars ($500) or one percent (1%) of the annual taxes exempted under this Agreement, whichever is greater, but not to exceed Two Thousand, Five Hundred Dollars ($2,500) per annum. This fee is due with submission of the information for Annual Review and Report by March 1 of each year.

Section 22. Discontinued Operations. As provided in Ohio Revised Code Section 3735.671(E), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in Section 1 hereof, then the Company, its successors, and any related member shall not enter into an agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

Section 23. Notices. Unless otherwise specified herein, each party shall address written notices, demands and communications in connection with this Agreement to the other party as follows (or to such other address as is communicated in accordance with this Section):

To the City:

City of Cincinnati
Attention: Director of the Department of Community and Economic Development
Centennial Plaza Two, Suite 700
805 Central Avenue
Cincinnati, Ohio 45202

To the Company:

Moerlein Mansion, LLC
8718 Sturbridge Dr.
Cincinnati, Ohio 45236
Attn: Stuart Naeny, Member

If the Company sends a notice to the City alleging that the City is in default under this Agreement, the Company shall simultaneously send a copy of such notice to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

Section 24. Acknowledgment of City Participation. The Company agrees to acknowledge the support of the City on construction signs, project and exhibition signage, and any publicity such as that appearing on the internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a Project partner, the Company shall use either the phrase "Project Assistance by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.

Section 25. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the City and the Company with respect to the subject matter herein, superseding any prior or contemporaneous agreement with respect thereto.

Section 26. Governing Law. This Agreement is entered into and is to be performed in the State. The City and the Company agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

Section 27. Waiver. The City's waiver of any breach by the Company of any provision of this Agreement shall not constitute or operate as a waiver by the City of any other breach of such provision or of any other provisions, nor shall any failure or delay by the City to enforce any provision hereof operate as a waiver of such provision or of any other provision.

Section 28. Severability. This Agreement shall be severable; if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

Section 29. Amendment. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

Section 30. Non-Assignment. As required by Ohio Revised Code Section 3735.671(C)(8), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement or VTICA in connection with the Property, the City shall not approve the assignment of this Agreement unless the assignee has assumed the Company's remaining obligations under the Board of Education Agreement and VTICA, as applicable. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement or VTICA upon transfer of the Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.

Section 31. Recording. At its election, the City may record this Agreement at the City's expense in the Hamilton County Recorder's Office.

Section 32. Legislative Action Required. As provided in Ohio Revised Code Section 3735.671(C)(10), the Company and the City acknowledge that this Agreement must be approved by formal action of the City Council of the City as a condition for this Agreement to take effect. Notwithstanding anything to the contrary herein, this Agreement shall take effect after the later of the date of such approval or the final date of execution of this Agreement by all parties.

Section 33. Additional Representations and Warranties of Company. The Company represents and warrants that (a) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its obligations hereunder; (b) no notices to, or consents, authorizations or approvals of, any person are required (other than any already given or obtained) for its due execution, delivery and performance of this Agreement; and (c) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Company.

Section 34. Certification as to Non-Debarment. The Company represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, the Company shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If the Company or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, the company shall be considered in default under this Agreement.

Section 35. Appeals. Pursuant to Ohio Revised Code Section 3735.70, a person aggrieved under the Statute or this Agreement may appeal to the community reinvestment area housing council, which shall have the authority to overrule any decision of a housing officer. Appeals may be taken from a decision of the council to the court of common pleas of the county where the area is located.

Section 36. Wage Enforcement.

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

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

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

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

manager or his or her designee and, within 30 days of an Adverse Determination or Complaint of Wage Theft or Payroll Fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee.

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

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

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

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

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

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

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

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

CITY OF CINCINNATI,
an Ohio municipal corporation

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2021

MOERLEIN MANSION, LLC,
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Authorized by resolution dated _____

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Property Address: 18 Mulberry Street, Cincinnati, Ohio 45208

Auditor's Parcel ID: 094-0004-0079-00

Situated in the County of Hamilton, City of Cincinnati, and State of Ohio, being Lots 4, 5, and 6 of Eden B. Reeder's Subdivision recorded in Deed Book 91, Page 266, Hamilton County, Ohio Records, and being situated at the northeast corner of Mulberry and Loth Streets. Said Lots being each 30 feet front on Mulberry Street and extending northwardly on lines parallel with Loth Street 100 feet and being situated in Block 61 of said Eden B. Reeder's Subdivision.

Exhibit B to CRA Agreement

APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

Community Reinvestment Area Tax Exemption Agreement

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

Recitals:

A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").

B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.

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

D. The Company is the sole owner of certain real property within the City, located at 18 Mulberry Street, Cincinnati, Ohio 45202 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.

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

F. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.

G. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.

H. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application

(i) the City application fee of One Thousand Two Hundred Fifty Dollars ($1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars ($750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.

I. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.

J. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.

K. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").

L. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").

M. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.

N. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.

O. The Company acknowledges that the Mt. Auburn neighborhood is a rising neighborhood in need of resources for development, neighborhood improvements, amenities, and organizations oriented towards neighborhood services. The Company anticipates that future development, improvements, amenities and organizations will contribute to the quality and vitality of the neighborhood, therefore increasing the value of the Property and directly and indirectly contributing to the Project's success. The Project's success, in turn, will benefit the neighborhood. Although this feedback effect will promote the revitalization and redevelopment of the City, it could also impact the affordability of property in the area. Therefore, in support of the Mt. Auburn neighborhood and with the intention of preserving and improving the availability of quality, reliable affordable housing on a City-wide basis, as a material inducement to the City to enter into this Agreement, the Company hereby represents to the City that it will enter into a voluntary tax incentive contribution agreement ("VTICA") with a City-designated third-party non-profit administrative organization (the "Third-Party Administrator") to contribute to the Third-Party Administrator an amount equal to fifteen percent (15%) of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"). Half of such VTICA Contribution is to be committed by the Third-Party Administrator to facilitate permanent improvements and neighborhood services furthering urban redevelopment in the Mt. Auburn neighborhood and the other half of such VTICA Contribution is to be committed by the Third-Party Administrator in supporting quality affordable housing on a City-wide basis. The Company hereby represents and warrants that it will pay the VTICA Contribution for the full term of the abatement.

P. This Agreement has been authorized by Ordinance No. _____-2021, passed by Cincinnati City Council on _____, 2021.

Q. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to remodel the existing building on the Property into approximately 6,722 square feet of residential space consisting of nine (9) residential units (the "Improvements") at an estimated aggregate cost of $471,208.00 to commence after the execution of this Agreement and to be completed no later than March 31, 2022; *provided,* however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling shall be in compliance with applicable building code requirements and zoning regulations. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 12 years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling, (B) the cost of remodeling, (C) the facts asserted in the application for exemption, and (E) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the

Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2022 nor extend beyond the earlier of (i) tax year 2033 or (ii) the end of the twelfth (12th) year of exemption.

Section 3. Use; Maintenance; Inspections. The Company shall use the Property solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Property throughout the period of tax exemption authorized herein. The Company authorizes the Housing Officer, or the Housing Officer's designees, to enter upon the Property as reasonably required to perform property inspections in accordance with Ohio Revised Code Section 3735.68.

Section 4. Compliance with Board of Education Agreement. As a condition of the tax exemption authorized under this Agreement, the Company agrees to enter into and comply with its obligation under the Board of Education Agreement.

Section 5. Duty of Company to Pay Taxes. As required by Ohio Revised Code Section 3735.671(C)(2), the Company shall pay such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and continuing thereafter.

Section 6. Company Certifications Regarding Non-Delinquency of Tax Obligations. As required by Ohio Revised Code Section 3735.671(C)(3), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

Section 8. City Cooperation. As required by Ohio Revised Code Section 3735.671(C)(4), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. Continuation of Exemptions. As provided in Ohio Revised Code Section 3735.671(C)(5), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

Section 10. City Not Liable. The Company acknowledges that the exemption authorized in this Agreement is subject to approval and implementation by the appropriate state and/or county taxing authorities. The Company acknowledges that the City does not give any guarantee or assurance that the exemption approved in this Agreement will be so approved, and the Company agrees that in no event shall the Company seek to hold the City liable in any way in the event such exemption is not granted or implemented.

Section 11. Small Business Enterprise Program. [1]

A. Compliance with Small Business Enterprise Program. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in Cincinnati Municipal Code ("CMC") Section 323-1-S, "SBEs"). Pursuant to CMC Section 323-11, the City's annual goal for SBE participation shall be thirty percent (30%) of the City's total dollars spent for construction (as such term is defined in CMC Section 323-1-C4), supplies (as such term is defined in CMC Section 323-1-S5), services (as such term is defined in CMC Section 323-1-S) and professional services (as such term is defined in CMC Section 323-1-P2). Accordingly, the Company shall use its best efforts and take affirmative steps to achieve the City's goal of voluntarily meeting thirty percent (30%) SBE participation. A list of SBEs may be obtained from the City's Department of Economic Inclusion. The Company may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. The Company shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:

(i) Including qualified SBEs on solicitation lists.

(ii) Assuring that SBEs are solicited whenever they are potential sources. The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.

(iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

(iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.

(v) Prior to the commencement of work under any subcontracts, the Company shall provide to the City a list of such subcontractors, including information as to the dollar amount of the subcontracts and such other information as may be requested by the City. The Company shall update the report monthly.

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

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

[1] Note: this section will be revised prior to execution due to programmatic changes being implemented by the Department of Community and Economic Development as a result of recent legislation passed by City Council.

enforce specific performance of the terms of this Section. The provisions of CMC Section 323-99 are hereby incorporated by reference into this Agreement.

Section 12. Jobs. The Company represents that, as of the date of the execution of this Agreement, the Company has no existing employment at the Property or in the State.

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 28 full-time temporary construction jobs at the Property in connection with the Project, and (ii) 1 part-time permanent job. In the case of the construction jobs, the job creation and retention period shall be concurrent with remodeling, and in the case of the other jobs described herein, the job creation period shall begin upon completion of remodeling and shall end three (3) years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) $277,685 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs, and (ii) $10,250 in additional payroll with respect to the part-time permanent job.

C. Community Reinvestment Area Employment. The Company shall (i) adopt hiring practices to ensure that at least twenty-five percent (25%) of the new employees shall be residents of the City of Cincinnati and (ii) give preference to residents of the City relative to residents of the State who do not reside in the City when hiring new employees under this Agreement.

D. Posting Available Employment Opportunities. To the extent allowable by law, the Company shall use its best efforts to post available employment opportunities within the Company's organization or the organization of any subcontractor working with the Company with the Ohio Means Jobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-746-7200.

Section 14. Equal Employment Opportunity. This Agreement is subject to the City's Equal Employment Opportunity Program contained in CMC Chapter 325. The Equal Employment Opportunity Clause in CMC Section 325-9 is incorporated by reference in this Agreement. The term "Company" is substituted for "Contractor" throughout CMC Section 325-9 in the context of this Agreement.

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

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may

extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

Section 17. Annual Review and Report. As required by Ohio Revised Code Sections 3735.671(C)(7) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive Review Council (the "Annual Review and Report"). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.

Section 18. Revocation.

A. Generally. Pursuant to Ohio Revised Code Section 3735.68, the housing officer shall make annual inspections of the properties within the community reinvestment area upon which are located structures or remodeling for which an exemption has been granted under Ohio Revised Code Section 3735.67. If the housing officer finds that the property has not been properly maintained or repaired due to the neglect of the Company, the housing officer may revoke the exemption at any time after the first year of exemption. If the Company has materially failed to fulfill its obligations under this Agreement, or if the owner is determined to have violated division (E) of that section (see Section 18(B) of this Agreement), City Council, subject to the terms of the agreement, may revoke the exemption at any time after the first year of exemption. The housing officer or City Council shall notify the county auditor and the Company that the tax exemption no longer applies. If the housing officer or legislative authority revokes a tax exemption, the housing officer shall send a report of the revocation to the community reinvestment area housing council and to the tax incentive review council established pursuant to section 3735.69 or 5709.85 of the Revised Code, containing a statement of the findings as to the maintenance and repair of the property, failure to fulfill obligations under the written agreement, or violation of division (E) of Ohio Revised Code Section 3735.671, and the reason for revoking the exemption.

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

Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this

Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within thirty (30) days of written demand) and the Company shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Ohio Revised Code Section 9.66(C)(1). Amounts due and not paid under this Section 19 shall bear interest at the rate of twelve percent (12%) per year. Any person who provides a false statement to secure economic development assistance (as defined in Ohio Revised Code Section 9.66) may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars ($1,000) and/or a term of imprisonment of not more than six (6) months.

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

Section 20. Conflict of Interest. The Company covenants that, to the Company's knowledge, no employee of the City has any personal interest, direct or indirect, in any matters pertaining to the Project, and the Company agrees to take appropriate steps to prevent any employee of the City from obtaining any such interest throughout the term of this Agreement.

Section 21. Annual Fee. As authorized by Ohio Revised Code Section 3735.671(D), the Company shall pay an annual fee of Five Hundred Dollars ($500) or one percent (1%) of the annual taxes exempted under this Agreement, whichever is greater, but not to exceed Two Thousand, Five Hundred Dollars ($2,500) per annum. This fee is due with submission of the information for Annual Review and Report by March 1 of each year.

Section 22. Discontinued Operations. As provided in Ohio Revised Code Section 3735.671(E), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in Section 1 hereof, then the Company, its successors, and any related member shall not enter into an agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

Section 23. Notices. Unless otherwise specified herein, each party shall address written notices, demands and communications in connection with this Agreement to the other party as follows (or to such other address as is communicated in accordance with this Section):

To the City:

City of Cincinnati
Attention: Director of the Department of Community and Economic Development
Centennial Plaza Two, Suite 700
805 Central Avenue
Cincinnati, Ohio 45202

To the Company:

Moerlein Mansion, LLC
8718 Sturbridge Dr.
Cincinnati, Ohio 45236
Attn: Stuart Naeny, Member

If the Company sends a notice to the City alleging that the City is in default under this Agreement, the Company shall simultaneously send a copy of such notice to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

Section 24. Acknowledgment of City Participation. The Company agrees to acknowledge the support of the City on construction signs, project and exhibition signage, and any publicity such as that appearing on the internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a Project partner, the Company shall use either the phrase "Project Assistance by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.

Section 25. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the City and the Company with respect to the subject matter herein, superseding any prior or contemporaneous agreement with respect thereto.

Section 26. Governing Law. This Agreement is entered into and is to be performed in the State. The City and the Company agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

Section 27. Waiver. The City's waiver of any breach by the Company of any provision of this Agreement shall not constitute or operate as a waiver by the City of any other breach of such provision or of any other provisions, nor shall any failure or delay by the City to enforce any provision hereof operate as a waiver of such provision or of any other provision.

Section 28. Severability. This Agreement shall be severable; if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

Section 29. Amendment. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

Section 30. Non-Assignment. As required by Ohio Revised Code Section 3735.671(C)(8), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement or VTICA in connection with the Property, the City shall not approve the assignment of this Agreement unless the assignee has assumed the Company's remaining obligations under the Board of Education Agreement and VTICA, as applicable. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement or VTICA upon transfer of the Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.

Section 31. Recording. At its election, the City may record this Agreement at the City's expense in the Hamilton County Recorder's Office.

Section 32. Legislative Action Required. As provided in Ohio Revised Code Section 3735.671(C)(10), the Company and the City acknowledge that this Agreement must be approved by formal action of the City Council of the City as a condition for this Agreement to take effect. Notwithstanding anything to the contrary herein, this Agreement shall take effect after the later of the date of such approval or the final date of execution of this Agreement by all parties.

Section 33. Additional Representations and Warranties of Company. The Company represents and warrants that (a) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its obligations hereunder; (b) no notices to, or consents, authorizations or approvals of, any person are required (other than any already given or obtained) for its due execution, delivery and performance of this Agreement; and (c) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Company.

Section 34. Certification as to Non-Debarment. The Company represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, the Company shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If the Company or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, the company shall be considered in default under this Agreement.

Section 35. Appeals. Pursuant to Ohio Revised Code Section 3735.70, a person aggrieved under the Statute or this Agreement may appeal to the community reinvestment area housing council, which shall have the authority to overrule any decision of a housing officer. Appeals may be taken from a decision of the council to the court of common pleas of the county where the area is located.

Section 36. Wage Enforcement.

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

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

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

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

manager or his or her designee and, within 30 days of an Adverse Determination or Complaint of Wage Theft or Payroll Fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee.

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

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

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

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

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

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

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

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

CITY OF CINCINNATI,
an Ohio municipal corporation

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2021

MOERLEIN MANSION, LLC,
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Authorized by resolution dated _____

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Property Address: 18 Mulberry Street, Cincinnati, Ohio 45208

Auditor's Parcel ID: 094-0004-0079-00

Situated in the County of Hamilton, City of Cincinnati, and State of Ohio, being Lots 4, 5, and 6 of Eden B. Reeder's Subdivision recorded in Deed Book 91, Page 266, Hamilton County, Ohio Records, and being situated at the northeast corner of Mulberry and Loth Streets. Said Lots being each 30 feet front on Mulberry Street and extending northwardly on lines parallel with Loth Street 100 feet and being situated in Block 61 of said Eden B. Reeder's Subdivision.

Exhibit B to CRA Agreement

APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

city of CINCINNATI
Interdepartment Correspondence Sheet

June 9, 2021

To: Mayor and Members of City Council 202102156

From: Paula Boggs Muething, City Manager

Subject: **VACATION AND LEASE OF A 0.8573-ACRE PORTION OF GEST STREET AND LEASE OF A 0.6112-ACRE PORTION OF BAYMILLER STREET TO CBT PARTNERS, LLC; ENCROACHMENT EASEMENT FOR CBT PARTNERS, LLC AND MEHRING INVESTORS, LLC**

Attached is an Emergency Ordinance captioned as follows:

> **AUTHORIZING** the City Manager to vacate approximately 0.8573 acres of the public right-of-way designated as Gest Street; AUTHORIZING the City Manager to execute a *First Amendment to Amended and Restated Lease Agreement* with CBT Partners, LLC pursuant to which the City will add approximately 0.8573 acres of the vacated portion of Gest Street and approximately 0.6112 acres of public right-of-way designated as Baymiller Street to an existing lease of approximately 35 acres of City-owned land located south of West Mehring Way and east of the Mill Creek in the Queensgate neighborhood; and AUTHORIZING the City Manager to execute a *Grant of Easement* in favor of CBT Partners, LLC and Mehring Investors, LLC, pursuant to which the City will grant an aerial encroachment easement to permit an aerial conveyor above and across the West Mehring Way public right-of-way, in order to facilitate the redevelopment and safe and efficient use of the City's leased property by CBT Partners, LLC.

BACKGROUND/CURRENT CONDITIONS

On June 18, 2020, the City and CBT Partners, LLC executed an *Amended and Restated Lease Agreement* for City-owned properties located south of Mehring Way and east of the Mill Creek in the Queensgate neighborhood.

The 0.8573-acre portion of Gest Street and the 0.6112-acre portion of Baymiller Street divide property that the Company leases from the City. The portion of Gest Street is to be vacated and consolidated with the adjacent parcels for the Company's existing

operations. Baymiller cannot be vacated due to subsurface infrastructure; however, it will be leased to the Company for their existing operations.

The Company has also requested an aerial encroachment easement in order to construct an aerial conveyor above and across a portion of West Mehring Way.

DEVELOPER INFORMATION

Cincinnati Bulk Terminals and its partners in River Trading Company have over 100 years of experience building and operating intermodal transportation facilities throughout the Midwest.

PROJECT DESCRIPTION

The Company plans to construct approximately 50,000-100,000 square feet of improvements, including warehousing and material handling infrastructure and an enclosed conveyor on the property. The project is estimated to cost $9 million ($8 million in hard costs). Through the project, the Company will retain 65 employees ($4.3 million in payroll) and create 10 new PTEs ($550,000 in payroll).

PROPOSED INCENTIVE

DCED recommends:

1. The vacation and lease of a portion of Gest Street and the lease of a portion of Baymiller Street for Fair Market Rental Value determined by appraisal to be approximately $6,235 per year.
    - The Fair Market Rental Value of the portion of Gest Street was determined to be approximately $3,640 per year.
    - The Fair Market Rental Value of the portion of Baymiller Street was determined to be approximately $2,595 per year.
2. Granting the Encroachment Easement for Fair Market Value, which was determined by appraisal to be $8,250.

City Planning Commission approved the proposed vacation, leases, and encroachment easement on December 18, 2020.

The Department of City Planning hosted a public engagement meeting on the proposed vacation and leases on May 11, 2021. No concerns about the proposed project were expressed.

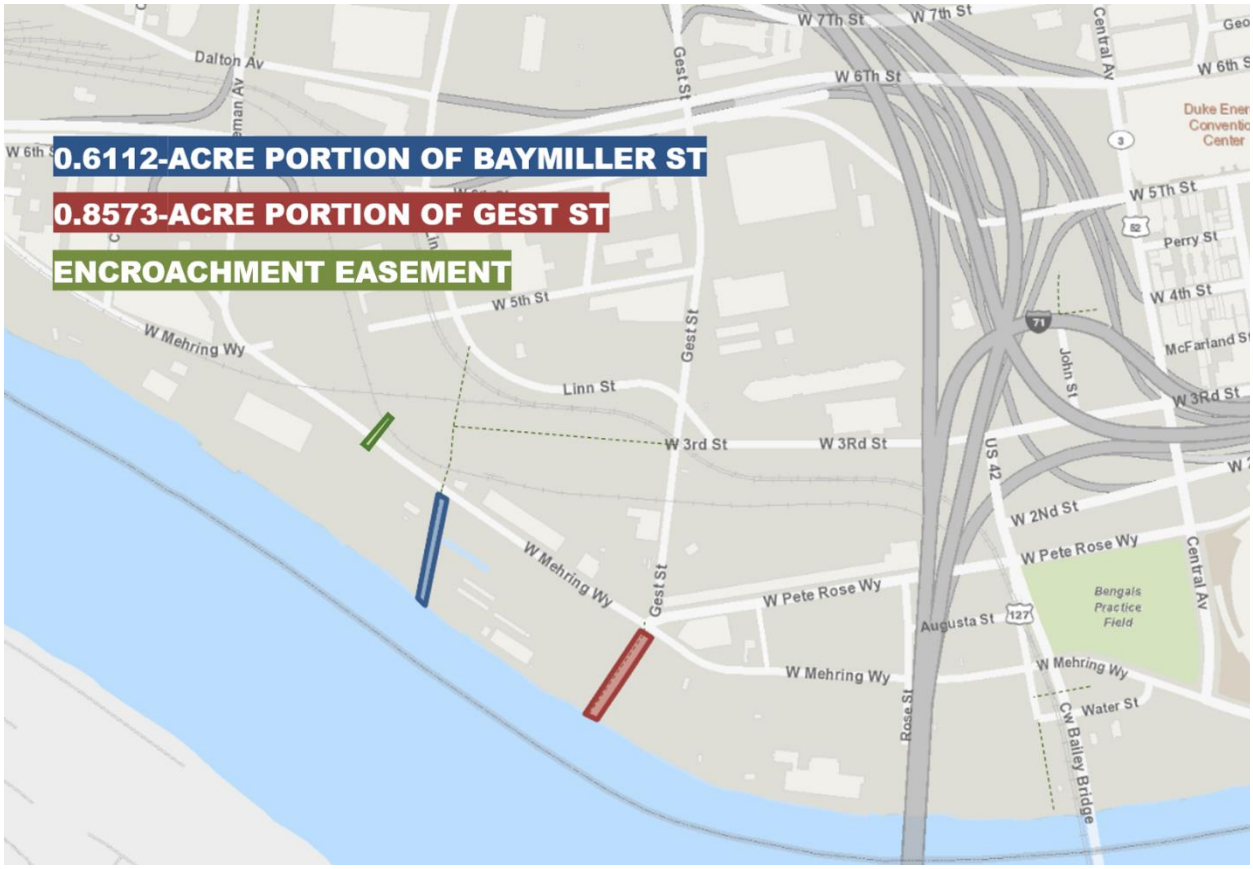
RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

Attachment: A. Property location and photographs

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

Attachment A: Location and Photographs



Property Location

City of Cincinnati

CHM

An Ordinance No. _____ - 2021

BWG

AUTHORIZING the City Manager to vacate approximately 0.8573 acres of the public right-of-way designated as Gest Street; AUTHORIZING the City Manager to execute a *First Amendment to Amended and Restated Lease Agreement* with CBT Partners, LLC pursuant to which the City will add approximately 0.8573 acres of the vacated portion of Gest Street and approximately 0.6112 acres of public right-of-way designated as Baymiller Street to an existing lease of approximately 35 acres of City-owned land located south of West Mehring Way and east of the Mill Creek in the Queensgate neighborhood; and AUTHORIZING the City Manager to execute a *Grant of Easement* in favor of CBT Partners, LLC and Mehring Investors, LLC, pursuant to which the City will grant an aerial encroachment easement to permit an aerial conveyor above and across the West Mehring Way public right-of-way, in order to facilitate the redevelopment and safe and efficient use of the City's leased property by CBT Partners, LLC.

WHEREAS, pursuant to an *Amended and Restated Lease Agreement* dated June 18, 2020 (the "Lease"), the City leases approximately 35 acres of City-owned land located east of the Mill Creek and south of Mehring Way in the Queensgate neighborhood (the "Leased Property") to CBT Partners, LLC, an Ohio limited liability company ("CBT") for a 40-year term; and

WHEREAS, the City owns the following real property generally located east of the Mill Creek: (i) approximately 0.8573 acres of unimproved public right-of-way designated as Gest Street (the "Gest Street Property"); (ii) approximately 0.6112 acres of unimproved public right-of-way designated as Baymiller Street (the "Baymiller Street Property"); and (iii) improved public right-of-way designated as West Mehring Way abutting portions of the Leased Property, which properties are under the management of the Department of Transportation and Engineering ("DOTE"); and

WHEREAS, the City's Law Department has certified that the City owns all the abutting property to the Gest Street Property, and the City Manager, in consultation with DOTE, recommends that Council vacate the Gest Street Property, finding there is good cause for the vacation of the Gest Street Property, and that such vacation will not be detrimental to the general interest; and

WHEREAS, the City and CBT seek to amend the Lease to incorporate the Gest Street Property and the Baymiller Street Property therein, as more particularly detailed in the *First Amendment to Amended and Restated Lease Agreement* attached to this ordinance as Attachment A and incorporated herein by reference; and

WHEREAS, CBT desires to construct an elevated conveyor above and across the West Mehring Way public right-of-way and has requested an aerial encroachment easement from the

City, as more particularly depicted and described in the *Grant of Easement* attached to this ordinance as Attachment B and incorporated herein by reference; and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-1, the City may lease or encumber real property if it is not needed for municipal purposes for the duration of the lease term and the lease or encumbrance is not adverse to the City's retained interest in the real property; and

WHEREAS, the City Manager, in consultation with DOTE, has determined that (i) the Gest Street Property is not needed for vehicular or pedestrian access or any other municipal purpose for the duration of the Lease, (ii) the above-grade portion of the Baymiller Street Property is not needed for vehicular or pedestrian access or any other municipal purpose for the duration of the Lease, (iii) leasing the Gest Street Property and the Baymiller Street Property to CBT is not adverse to the City's retained interest in said City-owned property, (iv) granting the aerial encroachment easement to CBT is not adverse to the City's retained interest in the West Mehring Way public right-of-way, and (v) granting the aerial encroachment easement will not have an adverse effect on the usability or accessibility of any existing public right-of-way facilities; and

WHEREAS, the City's Real Estate Services Division has determined by appraisal that the fair market rental value of the Gest Street Property is approximately $3,640 per year, the fair market rental value of the Baymiller Street Property is approximately $2,595 per year, and the fair market value of the easement is approximately $8,250, which figures CBT has agreed to pay; and

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

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

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the vacation of the Gest Street Property, the lease of the Gest Street Property, the lease of the Baymiller Street Property, and the aerial encroachment easement at its meeting on December 18, 2020; now, therefore,

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

Section 1. That the City Manager is hereby authorized to do all things necessary to vacate 0.8573 acres of real property designated as a portion of the Gest Street public right-of-

way. The portion of Gest Street to be vacated is more particularly described as follows, (the "Gest Street Property"):

> Situated in Section 23, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, being part Gest Street, formally known as Mill Street, as shown on Yeatmam and Anderson's Subdivision as recorded in Deed Book 39, Page 554 of the Hamilton County Recorder's Office and being more particularly described as follows: BEGINNING at a set iron pin in the east line of Gest Street, said iron pin being South 33°49'46" West, 25.00 feet from the northwest corner of Lot 50 of Yeatman and Anderson's Subdivision and at the intersection of south line of Mehring Way with the east line of Gest Street; Thence along said east line, South 33°49'46" West, 621.63 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 355.00 feet; Thence along said low water mark, North 57°39'48" West, 60.02 feet to the west line of Gest Street; Thence along said west line, North 33°49'46" East, 623.19 feet to a set iron pin, passing a set iron pin at 263.19 feet; Thence leaving said west line, South 56°10'14" East, 60.00 feet to the POINT OF BEGINNING. CONTAINING 0.8573 ACRES. Being part of Gest Street, formerly known as Mill Street, of Yeatman and Anderson's Subdivision as recorded in Deed Book 39, Page 554 of the Hamilton County Recorder's Office.

Section 2. That the City Manager is hereby authorized to execute the *First Amendment to Amended and Restated Lease Agreement* with CBT Partners, LLC, an Ohio limited liability company ("CBT"), in substantially the form attached to this ordinance as Attachment A (the "First Amendment"), which First Amendment amends that certain *Amended and Restated Lease Agreement*, dated June 18, 2020, between the City and CBT (the "Lease") by incorporating into the Lease the Gest Street Property and approximately 0.6112 acres of unimproved real property comprising a portion of the Baymiller Street public right-of-way (the "Baymiller Street Property").

Section 3. That the City Manager is hereby authorized to execute a *Grant of Easement* in favor of CBT, in substantially the form attached to this ordinance as Attachment B and incorporated by reference herein, pursuant to which the City of Cincinnati will grant to CBT and Mehring Investors, LLC, an Ohio limited liability company, an aerial encroachment easement to construct, operate, and maintain an elevated conveyor above and across portions of the West Mehring Way public right-of-way (the "Encroachment Easement").

Section 4. That Council finds (i) that there is good cause to vacate the Gest Street Property, that such vacation will not be detrimental to the general interest, and the Gest Street Property is not needed for any municipal purpose for the duration of the Lease; (ii) that the above grade portion of the Baymiller Street Property is not needed for vehicular or pedestrian access or any other municipal purpose for the duration of the Lease; (iii) that leasing the Gest Street Property and the Baymiller Street Property to CBT is not adverse to the City's retained interest in said City-owned properties; (iv) that granting the Encroachment Easement to CBT and Mehring Investors, LLC is not adverse to the City's retained interest in the West Mehring Way public right-of-way; and (v) that granting the Encroachment Easement will not have an adverse effect on the usability or accessibility of any existing public right-of-way facilities.

Section 5. That eliminating competitive bidding in connection with the City's lease of the Gest Street Property and lease of the Baymiller Street Property is in the best interest of the City because as a practical matter, no one other than CBT, a long-term leasehold tenant of the properties that abut and surround the Gest Street Property and the Baymiller Street Property, would have any interest in leasing said City-owned properties and assuming responsibility for the maintenance and care thereof. That eliminating competitive bidding in connection with the City's grant of the Encroachment Easement is in the best interest of the City because as a

practical matter, no one other than CBT and Mehring Investors, LLC, a long-term leasehold tenant and the owner of property on the north and south sides of the West Mehring Way public right-of-way, would have any use for the Encroachment Easement.

Section 6. That the City's Real Estate Services Division has determined by appraisal that the fair market rental value of the Gest Street Property is approximately $3,640 per year, the fair market rental value of the Baymiller Street Property is approximately $2,595 per year, and the fair market value of the Encroachment Easement is approximately $8,250, which figures CBT has agreed to pay.

Section 7. That the proceeds from the *Grant of Easement* 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 related to the *Grant of Easement*, if any, into Miscellaneous Permanent Improvement Fund 757.

Section 8. That the City's Finance Director is authorized to transfer and appropriate such excess funds from Miscellaneous Permanent Improvement Fund 757 into Capital Improvement Program Project Account No. 980x233xYY2306, "Street Improvements," in which "YY" represents the last two digits of the fiscal year in which the closing occurs and the proceeds are received, referencing the latter fiscal year if the events occur in different fiscal years.

Section 9. That proceeds from the lease of the Gest Street Property and the Baymiller Street Property shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City's Real Estate Services Division in connection with the First Amendment, and that the City's Finance Director is hereby authorized to deposit amounts in excess thereof into Urban Development Property Operations Fund 317.

Section 10. That, pursuant to Ohio Revised Code Section 723.041, any affected public utility shall be deemed to have a permanent easement in the Gest Street Property for the purpose of maintaining, operating, renewing, reconstructing, and removing its utility facilities and for purposes of access to said facilities.

Section 11. That Council authorizes the proper City officials to take all necessary and proper actions as they deem necessary or appropriate to fulfill the terms of this ordinance and the transactions described herein, including without limitation, executing any and all plats, deeds, leases, closing documents, agreements, amendments, memorandums of lease, and other instruments otherwise described in or required to fulfill the terms of the transactions described herein.

Section 12. That the City Solicitor shall cause an authenticated copy of this ordinance to be duly recorded in the land records of Hamilton County, Ohio.

Section 13. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

Contract nos. 05x2020-338

FIRST AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT

(Addition of portions of vacated Gest Street and unvacated Baymiller Street to Lease Area)

This First Amendment to Amended and Restated Lease Agreement (this "**Amendment**") is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **City of Cincinnati**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), and **CBT Partners, LLC**, an Ohio limited liability company, the address of which is 895 Mehring Way, Cincinnati, Ohio 45202 ("**Tenant**").

Recitals:

A. The City and Tenant are parties to an *Amended and Restated Lease Agreement* dated June 18, 2020 (the "**Lease**"), pursuant to which Tenant leases certain City-owned properties located south of Mehring Way and east of the Mill Creek in Cincinnati, as more particularly described on Exhibit A (*Lease Area*) (the "**Lease Area**"), which Lease Area is under the management and control of the City's Department of Community and Economic Development ("**DCED**"). Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Lease.

B. The City owns approximately 0.8573 acres of property formerly designated as public right of way, commonly known as Gest Street, as more particularly depicted on Exhibit B (*Legal Description – Gest Street*) hereto (the "**Gest Street Property**"). Cincinnati City Council vacated the Gest Street Property as public right of way by Ordinance No. [_____] – 2021 on [_____], 2021.

C. The City owns approximately 0.6112 acres of property designated as public right of way, commonly known as Baymiller Street, as more particularly depicted on Exhibit C (*Legal Description– Baymiller Street*) hereto (the "**Baymiller Street Property**", and together with the Gest Street Property, the "**Lease Area Expansion Property**"), which Lease Area Expansion Property is under the management of the City's Department of Transportation and Engineering ("**DOTE**").

D. Tenant desires to amend the Lease to add the Lease Area Expansion Property to the Lease to expand Tenant's business operations, as determined solely by the Tenant, provided that such use is in accordance with all applicable laws and such operations do not damage the Lease Area Expansion Property in such a manner that Tenant cannot comply with the maintenance and other obligations contained in the Lease.

E. The City is agreeable to lease to Tenant the Lease Area Expansion Property finding that it 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.

F. The City Manager, in consultation with DOTE, has determined that (i) the Baymiller Street Property, above grade, is not needed for vehicular or pedestrian purposes or any other municipal purpose for the duration of the Lease, (ii) the Gest Street Property is not needed for any municipal purpose for the duration of the Lease, and (iii) leasing the Lease Area Expansion Property to Tenant is not adverse to the City's retained interest in the Lease Area Expansion Property.

G. The City's Real Estate Services Division has determined by appraisal that the fair market rental value of the Gest Street Property is approximately **$3,640** per year, approximately **$2,595** per year for the Baymiller Street Property, resulting in an aggregate fair market rental value of approximately **$6,235** per year for the Lease Area Expansion Property, which value Tenant has agreed to pay.

H. The City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the lease of the Lease Area Expansion Property at its meeting on December 18, 2020.

I. Cincinnati City Council authorized the City's execution of the Lease by Ordinance No. 518-2019, passed December 18, 2019. Cincinnati City Council authorized the City's execution of this Amendment by Ordinance No. [____]-2021, passed [_____], 2021.

NOW, THEREFORE, effective as of the Effective Date of this Amendment, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant**. The City does hereby lease the Lease Area Expansion Property to Tenant, and Tenant does hereby lease the Lease Area Expansion Property from the City, on the terms and conditions set forth in the Lease, as hereby amended. The rights herein granted to Tenant are subject and subordinate to any and all existing covenants, easements, restrictions and other matters of record affecting the Lease Area Expansion Property as of the Effective Date. The City makes no representations or warranties to Tenant concerning the physical condition of the Lease Area Expansion Property or the condition of the City's title to the Lease Area Expansion Property and, on the Effective Date (defined below), Tenant shall accept the Lease Area Expansion Property in "as is" condition.

2. **Exhibit A-1**. Exhibit A (*Legal Description*) to the Lease is hereby amended by deleting Exhibit A to the Lease and substituting in its place Exhibit A-1 (*Legal Description of Lease Area as Amended*) attached hereto. All references within the Lease to Exhibit A shall be read to refer to Exhibit A-1 on and after the Effective Date. Any reference in the Lease to the Property shall be deemed to include all of the real property described in Exhibit A-1, including but not limited to the Lease Area Expansion Property, as applicable.

3. **Rent**. Section 3 of the Lease entitled "Rent" is hereby amended and restated in its entirety to read as follows:

> **3.** **Rent**.
>
> (A) Rent. Tenant shall pay an annual rent of $396,235 in four quarterly payments of $99,058.75 each for the first five years of the Term (the "**Base Rent**"). Base Rent for the first year of the Term shall be prorated with the Existing Leases. The Base Rent shall increase at the end of the fifth year of the Term and every five years thereafter by a percentage equal to the percentage increase of the Consumer Price Index for All Urban Consumers published by the U.S. Department of Labor ("**CPI**") with respect to such five year period (the "**Adjusted Rent**" together with Base Rent, collectively, "**Rent**"). In no event shall there be a reduction of Rent as a result of changes to CPI. Rent shall be paid in advance on June 1, September 1, December 1, and March 1 of each year of the Term.
>
> (B) Late Payment. If any payment owed by Tenant hereunder is not received by the City within five (5) days after the due date, Tenant shall pay the City a late charge equal to five percent (5%) of the amount past due, together with interest on the past due amount, until paid, at an annual rate of ten percent. If the Term of this Lease is terminated for any reason prior to the end of any given quarter for which Rent has been paid, the City shall not be required to refund any portion of the prepaid Rent for such period. All payments shall be made by check payable to the "City of Cincinnati-Treasurer" and mailed to: City of Cincinnati, 801 Plum Street, Cincinnati, Ohio 45202, Attention: Real Estate, or to such other address as the City may from time to time designate in writing.

4. Additional Conditions from City's Coordinated Report (CR #42-2020). Tenant acknowledges that it has received a copy of and must satisfy any and all conditions set forth in, the City Coordinated Report #42-2020, as such conditions apply to the Lease Area Expansion Property, including without limitation the following:

(A) **Metropolitan Sewer District of Greater Cincinnati ("MSDGC")**:

(i) MSDGC access shall be maintained at all times for the operations and maintenance of MSDGC sewers and structures within right-of-way ("**ROW**"), ROW, and outside ROW areas within or near the proposed construction area. This includes MSDGC Combined Sewer Overflow structures and their outfalls to the Ohio River (CSO 435 and CSO 436 -Four (4) located near the proposed construction area. MSDGC will need to be notified prior to the start of project construction activities to coordinate MSDGC CSO inspection and maintenance activities and any scheduled sewer maintenance activities.

(ii) Several sewers exist in the area. Permanent easements shall be reserved for sewers existing within ROW planned to be vacated, centered over the existing sewer. Easement width will need to be determined at a later date. Note, an additional 3' clearance on either side of the permanent easement will be required, along with other MSDGC restrictions, as outlined per MSDGC Rules and Regulation Section 207. No structure which can interfere with the access to the public sewer or can exert loading upon a public sewer will be allowed per MSDGC Rules and Regulation Section 206.

(iii) A MSDGC Excavation/Fill permit as well as bond will be necessary for any construction, construction traffic, earthwork, or any other construction activity over existing sewers and within the project's construction area prior to construction. Additional requirements will be established by the permit (such as verification and usage of existing or abandoned building services to sewers through dye testing, pre- and post- construction CCTVing, etc) depending on the final project plan. No additional loading may be exerted on existing MSDGC sewers as the result of structures being proposed and geotechnical/structural design calculations will be required for MSDGC review.

(iv) Project plans should be submitted to MSDGC through the utility review process during the Project's planning and design phases. Comments provided herein in response to this CR herein do not necessarily constitute a utility, design, or permit review. Contact MSDUtilityReview@cincinnati-oh.gov for existing combined or sanitary sewer information. Additionally: [a] Minimum clearance from existing ground surfaces to any proposed overhead structure is 13.5.' At locations where proposed overhead structures cross over existing MSDGC sewers and structures, sections of proposed overhead structure and conveyor system should be designed as removable to address sewer maintenance or repair activities necessitating excavation and shoring activities, and [b] drawings should show in plan and profile the relation of proposed overhead structures, columns, foundations, footers, piers, pile caps, or piles and any other permanent structure proposed with dimensions and elevations in relation to existing sewers.

(B) **Greater Cincinnati Water Works**:

(i) Tenant must protect and maintain the integrity of the public water main, fire hydrant and water service branch located on, under, and across the Baymiller Street Property.

(ii) No building, structure or improvement of any kind shall be made to the Property which will interfere with access to or operation of the existing water main located on, under, and across the Baymiller Street Property. The City of Cincinnati, Ohio shall not be responsible to any present or future tenants of the Property or present or future holders of rights

of ingress and egress over the Baymiller Street Property for reason of entering for constructing, maintaining or replacing the water mains. Further, the City of Cincinnati, Ohio shall not be responsible to any present or future tenants of the Property or future holders of rights of ingress and egress over the Baymiller Street Property for any damages which result from disruption or denial of said rights of ingress and egress or other rights of access by reason of entering for constructing, maintaining, or replacing the water main. No grade changes of any kind over any part of the full width profile of the Baymiller Street Property are permitted at any time so not to impact any present or future Greater Cincinnati Water Works operations. The full width of the Baymiller Street Property must be accessible to the Water Works at all times for future maintenance and operation purposes. Any damage to the existing 6" water main, public fire hydrant or the active water service branch, as a result of the construction within the Baymiller Street Property, would be repaired at project expense and at no cost to the Greater Cincinnati Water Works. The petitioner's contractor must contact OUPS to have the water main field located and marked. Any questions regarding the OUPS requested should be directed to Greater Cincinnati Water Works.

(C) **Duke Energy**:

(i) Duke Energy Land Services has an overhead 138 KV and 69KV transmission conductor all along the Property. Duke Energy Land Services must maintain access to such facilities at all times.

(ii) Duke Energy Gas has IP main along Mehring Way and the Gest Street Property, and Duke Energy Gas must maintain access to such facilities at all times.

(D) **Cincinnati Bell Telephone**: All existing underground telephone facilities at the Property must remain in place, in service, and able to be accessed. Any damage to such facilities or any work done to relocate such facilities as a result of the construction of the Improvements or the Lease shall be done at Tenant's sole cost and expense.

(E) **Department of Transportation and Engineering:**

(i) Access must be given to all utilities, Fire, Police and emergency equipment at all times.

(ii) No permanent removal, or construction of any permanent structure or utility may take place in the right-of-way without written permission from the City or utility company, and shall be consistent with drawings approved by DOTE.

(iii) [intentionally omitted]

(iv) [intentionally omitted]

(v) [intentionally omitted]

(vi) [intentionally omitted]

(vii) [intentionally omitted]

(viii) All barriers must be removed at the end or termination of the lease and the right of way restored to its original condition.

(ix) The City reserves the right to revoke the lease of the Baymiller Street Property for any municipal purpose.

(x) Gates shall be used if the Baymiller Street Property is to be closed to

general pedestrian traffic. Plans must be submitted to and approved by DOTE showing the location of the gates in relation to street fixtures and right-of-way line. Manufacturer's details of the gates and locking mechanism, provided with key locking from the outside and "panic" hardware on the inside, must be included with the plans.

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

(xii) Tenant shall supply the City, annually, a copy of its General Commercial Liability Insurance policy showing the City named as "additional insured".

5. Ratification. All terms of the Lease not amended hereby or not inconsistent herewith shall remain in full force and effect, and the Lease, as amended hereby, is hereby ratified by the parties.

6. Exhibits. The following exhibits are attached hereto and made a part hereof:
Exhibit A – *Legal Description of Original Lease Area*
Exhibit A-1 – *Legal Description of Lease Area as Amended*
Exhibit B – *Legal Description Gest Street*
Exhibit C – *Legal Description Baymiller Street*

[*Intentional Blank Space; Signature Pages Follow*]

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

CBT Partners, LLC,
an Ohio limited liability company

By: _____

Printed name: _____

Title: _____

Date: _____, 2021

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me on the ____ day of _____, 2021, by _____, the _____of CBT Partners, LLC, an Ohio limited liability company, on behalf of and for the company. This is an acknowledgement. No oath or affirmation was administered to the signer with regard to notarial act certified hereby.

_____

Notary Public

My commission expires: _____

[*City Signature Page Follows*]

CITY OF CINCINNATI,
an Ohio municipal corporation

By: _____

Printed name: _____

Title: _____

Date: _____, 2021

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me on the ____ day of _____, 2021, by _____, the _____of the City of Cincinnati, an Ohio municipal corporation, on behalf of and for the municipal corporation. This is an acknowledgement. No oath or affirmation was administered to the signer with regard to notarial act certified hereby.

_____

Notary Public

My commission expires: _____

Recommended By:

_____
Markiea Carter, Director
Department of Community and Economic Development

Approved By:

_____
John Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____
Fund/Code: _____
Amount: _____
By: _____
Karen Alder, City Finance Director

EXHIBIT A
to
First Amendment to Amended and Restated Lease Agreement

LEGAL DESCRIPTION OF ORIGINAL LEASE AREA

I. Parcel I

Description for: 10.2092 Acre Parcel
Location: City of Cincinnati, Ohio

Situated in Section 23, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, being all of Lots 1-7 of Culbertson Park Subdivision (west of Baymiller Street) as recorded in Deed Book V2, Page 3 of the Hamilton County Recorder's Office and being more particularly described as follows:

BEGINNING at the northeast corner of Lot 1 Culbertson Park Subdivision and at the intersection of south line of Mehring Way and the west line of Baymiller Street;

Thence along the west line of Baymiller Street, South 11°22'16" West, 691.13 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 27.06 feet and at 42.06 feet;

Thence along said low water mark the following three (3) courses:
1. North 52°38'07" West, 132.70 feet,
2. North 53°54'20" West, 532.79 feet,
3. North 56°38'41" West, 180.73 feet to the southeast corner of lands conveyed to Cincinnati Bulk Terminals, LLC as recorded in Official Record 12085, Page 1238;

Thence along the east line of Cincinnati Bulk Terminals, LLC, North 33°37'59" East, 587.93 feet to a set MAG nail at the northeast corner of Cincinnati Bulk Terminals, passing a set iron pin at 237.93 feet

Thence along the north line of Cincinnati Bulk Terminals the following three (3) courses:
1. North 52°20'17" West, 115.29 feet to a set MAG nail,
2. North 54°33'29" West, 31.68 feet to a set MAG nail,
3. North 69°41'51" West, 65.09 feet to a set MAG nail at the south east corner of the Baltimore and Ohio Rail Road;

Thence along the east line of the Baltimore and Ohio Railroad, North 33°37'59" East, 28.88 feet to a set iron pin in the aforementioned south line of the Mehring Way;

Thence along said south line, South 56°22'01" East, 230.46 feet to a set iron pin AND South 56°10'14" East, 563.17 feet to the **POINT OF BEGINNING**.

CONTAINING 10.2092 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on March 27, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on March 27 2020.

Being all of those lands conveyed to the City of Cincinnati in Deed Book 212, Page 588, Deed Book 1051, Page 183, Official Record 6432, Page 3205, and Official Record 9099, Page 6041. Further Identified as Auditors Parcels 138—0006-0010, 0012 thru 0030, 0201, 0214, 0236, 0240, 0241 and 0244.

II. Parcel II

Description for: 1.3483 Acre Parcel
Location: City of Cincinnati, Ohio

Situated in Section 23, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, being all of Lots 50-52 of Yeatman and Anderson's Subdivision as recorded in Deed Book 39, Page 554 of the Hamilton County Recorder's Office and being more particularly described as follows:

BEGINNING at the northwest corner of Lot 50 of Yeatman and Anderson's Subdivision and at the intersection of south line of Mehring Way and the East line of Gest Street;

Thence along the south line of Mehring Way, South 56°10'14" East, 91.00 feet to the northeast corner of Lot 52 of Yeatman and Anderson's Subdivision;

Thence leaving said south line along the east line of said lot 52, South 33°49'46" West, 644.20 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 25.00 feet and at 380.00 feet;

Thence along said low water mark, North 57°39'48" West, 91.03 feet the aforementioned east line of Gest Street;

Thence leaving said low water mark along the east line of Gest Street, North 33°49'46" East, 646.57 feet to the **POINT OF BEGINNING**, passing a set iron pin at 266.57 and at 621.57 feet.

CONTAINING 1.3483 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on March 27, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on March 27 2020

Being all of those lands conveyed to the City of Cincinnati in Official Record 6432, Page 3205 of the Hamilton County Recorder's Office. Further Identified Auditors Parcels 137-0002-0141 thru 0143.

III. Parcel III

Description for: 13.3723 Acre Parcel
Location: City of Cincinnati, Ohio

Situated in Section 23, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, being all of Lots 40-49 of Yeatman and Anderson's Subdivision as recorded in Deed Book 39, Page 554 and being all of Lots 1-9 of Culbertson Park Subdivision as recorded in Deed Book V2, Page 3 of the Hamilton County Recorder's Office and being more particularly described as follows:

BEGINNING at the northwest corner of Lot 9 of Culbertson Park Subdivision and at the intersection of south line of Mehring Way and the east line of Baymiller Street;

Thence along the south line of Mehring Way, South 56°10'14" East, 1033.94 feet to the northeast corner of Lot 49 of Yeatman & Anderson's Subdivision and at the intersection of the south line of Mehring Way and the west line of Gest Street;

Thence leaving said south line along said west line of Gest Street, South 33°49'46" West, 648.19 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 25.00 feet and at 385.00 feet;

Thence along said low water mark the following three courses:

1. North 57°39'48" West, 91.85 feet,
2. North 55°31'35" West, 647.09 feet,
3. North 52°38'07" West, 29.99 feet to the aforementioned east line of Baymiller Street;

Thence along the east line of Baymiller, North 11°22'16" East, 694.10 feet to the **POINT OF BEGINNING**, passing a set iron pin at 264.10 and at 667.05 feet.

CONTAINING 13.3723 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on March 27, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on March 27 2020.

Being all of those lands conveyed to the City of Cincinnati in Deed Book 212, Page 588, Deed Book 212, Page 590, Deed Book 1051, Page 183, Deed Book 3362, Page 769, Deed Book 3452, Page 585, Deed Book 3973, Page 314, Official Record 6432, Page 3205, Official Record 6696, Page 397, Official Record 6937, Page 2359, Official Record 8281, Page 1774 and Official Record 8679, Page 3417 of the Hamilton County Recorder's Office. Further Identified Auditors Parcels 137-0002-0103 thru 0140, 0152 thru 0154 and 0156.

IV. Parcel IV

Description for: 5.9983 Acre Parcel
Location: City of Cincinnati, Ohio

Situated in Section 23, 24, 29 and 30, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, and being more particularly described as follows:

COMMENCING at a point in the north line of lands conveyed to the Port of Cincinnati as recorded in Official Record 13178, Page 1750 of the Hamilton County Recorder's Office and at the intersection of the south line of Mehring Way and the west line of vacated Harriet Street; Thence along south line of Mehring Way the following six (6) courses: 1) North 07°07'47" East, 17.65 feet, 2) North 57°14'13" West, 83.14 feet, 3) South 07°07'47" West, 6.51 feet, 4) North 57°08'13" West, 66.52 feet, 5) North 71°32'13" West, 1042.94 feet, 5) North 58°52'07" West, 5.34 feet; Thence leaving said south line South 15°24' 45" West, 24.37 feet to a point in the east line of Cincinnati Southern Railroad Company; Thence leaving said east line North 64°17'03" West, 55.90 feet to a set iron pin in the west line of Cincinnati Southern Railroad Company and the **POINT OF BEGINNING**;

Thence along said west line, South 15°24'45" West, 378.23 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 150.00 feet;

Thence along said low water mark the following three (3) courses:

1. North 69°24'02" West, 186.37 feet,
2. North 75°55'57" West, 443.45 feet,
3. North 82°10'53" West, 38.10 feet to the southeast corner of lands conveyed to River Container Concepts as recorded in Official Record 11848, Page 1498 of the Hamilton County Recorder's Office;

Thence leaving said south line along the east line of River Container Concepts, North 11°33'40" East, 322.95 feet AND North 18°31'40" East, 87.38 feet to the south line of the Baltimore & Ohio Railroad;

Thence along the south line of the Baltimore & Ohio Railroad, South 71°54'15" East, 679.87 feet to a set iron pin, passing a set iron pin at 102.00 feet AND South 64°17'03" East, 4.59 feet
to the **POINT OF BEGINNING.**

CONTAINING 5.9983 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on March 27, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on March 27 2020.

Being all of those lands conveyed to the City of Cincinnati in Deed Book 147, Page 6, Deed Book 140, Page 3 and Deed Book 1900, Page 155 of the Hamilton County Recorder's Office. Further Identified as Auditors Parcels 141-0006-0014, 0023, and 0034.

V. Parcel V

Description for: 2.6732 Acre Parcel
Location: City of Cincinnati, Ohio

Situated in Section 23, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, and being more particularly described as follows:

COMMENCING at the intersection of the south line of Mehring Way and the south line of vacated West Fifth Street extended, thence South 33°37' 59" West, 103.57 feet to a set iron pin at the northwest corner of lands conveyed to Cincinnati Bulk Terminals, LLC as recorded in Official Record 12085, Page 1238 of the Hamilton County Recorder's Office and the **POINT OF BEGINNING**;

Thence along the west line of Cincinnati Bulk Terminals, LLC, South 33°37'59" West, 519.04 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 250.00 feet;

Thence along said low water mark, North 56°37'26" West, 117.68 feet to the south east corner of lands conveyed to CBT Acquisition, LLC as recorded in Official Record 9113, Page 5228;

Thence along the east line of CBT Acquisition, LLC, North 06°48'01" East, 511.63 feet to a set cross notch at the north east corner of CBT Acquisition, LLC and in the south line of the Baltimore & Ohio Railroad, passing a set iron pin at 306.63 feet;

Thence along the south line of the Baltimore & Ohio Railroad along a curve non-tangent to previous course deflecting to the left having a radius of 3887.00 feet, an arc length of 354.40 feet, central angle of 05°13'26", the chord of said arc bears South 66°36'52" East, 354.28 feet to the **POINT OF BEGINNING.**

CONTAINING 2.6732 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on March 27, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on March 27 2020.

Being all of those lands conveyed to the City of Cincinnati in Deed Book 212, Page 588, and Deed Book 1051, Page 183 of the Hamilton County Recorder's Office. Further Identified as Auditors Parcels 138-0004-0270, 0278 and 0281.

VI. Parcel VI

Description for: 9.2421 Acre Parcel
Location: City of Cincinnati, Ohio

Situated in Section 23 and 24, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, being part of Lots 21-29 of Israel Ludlow Subdivision as recorded in Deed Book R2, Page 9 of the Hamilton County Recorder's Office and being more particularly described as follows:

BEGINNING a set cross notch at the intersection of the south line of Mehring Way with the west line of vacate Harriet Street and in the north line of lands conveyed to the Port of Cincinnati as recorded in Official Record 13178, Page 1750;

Thence along said north line the following three (3) courses:

1. North 59°17'19" West, 81.79 feet to a set iron pin,
2. North 66°34'49" West, 65.23 feet to a set iron pin,
3. North 71°32'13" West, 127.91 feet to a set iron pin in at the northwest corner of Port of Cincinnati

Thence along the west line of Port of Cincinnati, South 07°07'47" West, 501.41 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 200.00 feet;

Thence along said low water mark the following four (4) courses:

1. North 61°58'39" West, 356.46 feet,
2. North 64°57'10" West, 218.51 feet,
3. North 63°15'23" West, 190.93 feet,
4. North 69°24'02" West, 211.77 feet;

Thence leaving said low water mark, North 15°24'47" East, 372.51 feet, to a set iron pine in the south line the Baltimore & Ohio Railroad, passing a set iron pin at 242.51 feet;

Thence along the south and east line of the Baltimore & Ohio Railroad, South 71°32'13" East, 242.83 feet to a set iron pin AND North 07°07'47" East, 25.51 feet to a set iron pin in the aforementioned south line of Mehring Way;

Thence along said south line, South 71°32'13" East, 129.52 feet to a set iron pin in the west line of the Baltimore & Ohio Railroad;

Thence along the west, south and east lines of Baltimore & Ohio Railroad the following three (3) courses:

1. South 07°07'47" West, 25.51 feet to a set iron pin,
2. South 71°32'13" East, 259.04 feet to a set iron pin,
3. North 07°07'47" East, 25.51 feet to a set iron pin in the aforementioned south line of Mehring Way;

Thence along said south line the following five (5) courses:

1. South 71°32'13" East, 389.69 feet to a set iron pin,
2. South 57°08'13" East, 66.52 feet to set iron pin,
3. North 07°07'47" East, 6.51 feet to a set iron pin,
4. South 57°14'13" East, 83.14 feet to a set cross notch,
5. South 07°07'47" West, 17.65 feet to the **POINT OF BEGINNING**

CONTAINING 9.2421 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on March 27, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on March 27 2020.

Being all of those lands conveyed to the City of Cincinnati in Deed Book 212, Page 588, Deed Book 1051, Page 183, Deed Book 2219, Page 587, Registered Land Document 60695 (RL Cert 14910) and Official Record 9688, Page 3066 of the Hamilton County Recorder's Office. Further identified as part of Auditors Parcels 140-0003-00120, 0123, 0124, 0131-0133, 0154, 0162 and 0163.

VII. Parcel VII

Description for: 3.0133 Acre Parcel
Location: City of Cincinnati, Ohio

Situated in Section 23, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, and being more particularly described as follows:

COMMENCING at point in the north line of lands conveyed to Port of Cincinnati as recorded in Official Record 13178, Page 1750 of the Hamilton County Recorder's Office and at the intersection of the south line of Mehring Way and the east line of vacated Harriet Street; Thence along south line of Mehring Way, South 57°04'25" East, 88.18 feet to a set cross notch and the **POINT OF BEGINNING**;

Thence along said south line, South 57°04'25" East, 50.49 feet to a set cross notch AND South 60°42'49" East, 158.21 feet to a set cross notch in the west line of the Baltimore & Ohio Railroad;

Thence along the west and south line of Baltimore & Ohio Railroad the following three (3) courses:

1. South 06°48'01" West, 15.19 feet to a set cross notch,
2. South 58°48'17" East, 138.57 feet to a set cross notch,
3. along a curve non-tangent to previous course deflecting to the left having a radius of 3887.00 feet, an arc length of 276.97 feet, central angle of 04°04'58" the chord of said arc bears South 60°57'16" East, 276.92 feet to a set cross notch at the northwest corner of lands conveyed to CBT Acquisitions, LLC as recorded in Official Record 9113, Page 5228;

Thence South 06°48'01" West, 507.42 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 198.00 feet;

Thence along said low water mark, North 60°35'18" West, 277.65 feet to the southeast corner of lands conveyed to GMS Acquisition Corp., LLC as recorded in Official Record 9687, Page 447;

Thence along the east line of GMS Acquisition Corp., LLC, North 06°48'01" East, 499.53 feet to a set cross notch at the north east corner of said GMS Acquisition Corp., LLC, passing a set iron pin at 342.53 feet;

Thence along the north line of said GMS Acquisition Corp., LLC along a curve non-tangent to previous course deflecting to the right having a radius of 1161.28 feet, an arc length of 83.93 feet, central angle of 04°08'28", the chord of said arc bears North 57°53'19" West, 83.91 feet to a set cross notch AND North 55°49'06" West, 272.37 feet to the **POINT OF BEGINNING.**

CONTAINING 3.0133 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on March 27, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on March 27 2020.

Being all of those lands conveyed to the City of Cincinnati in Deed Book 212, Page 588, Deed Book 1051, Page 183, Deed Book 2441, Page 572, Deed Book 2219, Page 627 and Deed Book 2441, Page 241 of the Hamilton County Recorder's Office. Further Identified as Auditors Parcels 140-0001-0003 and 0186 thru 0188 and Parcels 138-0004-0277 and 0282.

EXHIBIT A-1
to
First Amendment to Amended and Restated Lease Agreement

LEGAL DESCRIPTION OF LEASE AREA AS AMENDED

I. Parcel I

Description for: 10.2092 Acre Parcel
Location: City of Cincinnati, Ohio

Situated in Section 23, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, being all of Lots 1-7 of Culbertson Park Subdivision (west of Baymiller Street) as recorded in Deed Book V2, Page 3 of the Hamilton County Recorder's Office and being more particularly described as follows:

BEGINNING at the northeast corner of Lot 1 Culbertson Park Subdivision and at the intersection of south line of Mehring Way and the west line of Baymiller Street;

Thence along the west line of Baymiller Street, South 11°22'16" West, 691.13 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 27.06 feet and at 42.06 feet;

Thence along said low water mark the following three (3) courses:
1. North 52°38'07" West, 132.70 feet,
2. North 53°54'20" West, 532.79 feet,
3. North 56°38'41" West, 180.73 feet to the southeast corner of lands conveyed to Cincinnati Bulk Terminals, LLC as recorded in Official Record 12085, Page 1238;

Thence along the east line of Cincinnati Bulk Terminals, LLC, North 33°37'59" East, 587.93 feet to a set MAG nail at the northeast corner of Cincinnati Bulk Terminals, passing a set iron pin at 237.93 feet

Thence along the north line of Cincinnati Bulk Terminals the following three (3) courses:
1. North 52°20'17" West, 115.29 feet to a set MAG nail,
2. North 54°33'29" West, 31.68 feet to a set MAG nail,
3. North 69°41'51" West, 65.09 feet to a set MAG nail at the south east corner of the Baltimore and Ohio Rail Road;

Thence along the east line of the Baltimore and Ohio Railroad, North 33°37'59" East, 28.88 feet to a set iron pin in the aforementioned south line of the Mehring Way;

Thence along said south line, South 56°22'01" East, 230.46 feet to a set iron pin AND South 56°10'14" East, 563.17 feet to the **POINT OF BEGINNING**.

CONTAINING 10.2092 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on March 27, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on March 27 2020.

Being all of those lands conveyed to the City of Cincinnati in Deed Book 212, Page 588, Deed Book 1051, Page 183, Official Record 6432, Page 3205, and Official Record 9099, Page 6041. Further Identified as Auditors Parcels 138—0006-0010, 0012 thru 0030, 0201, 0214, 0236, 0240, 0241 and 0244.

II. Parcel II

Description for: 1.3483 Acre Parcel
Location: City of Cincinnati, Ohio

Situated in Section 23, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, being all of Lots 50-52 of Yeatman and Anderson's Subdivision as recorded in Deed Book 39, Page 554 of the Hamilton County Recorder's Office and being more particularly described as follows:

BEGINNING at the northwest corner of Lot 50 of Yeatman and Anderson's Subdivision and at the intersection of south line of Mehring Way and the East line of Gest Street;

Thence along the south line of Mehring Way, South 56°10'14" East, 91.00 feet to the northeast corner of Lot 52 of Yeatman and Anderson's Subdivision;

Thence leaving said south line along the east line of said lot 52, South 33°49'46" West, 644.20 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 25.00 feet and at 380.00 feet;

Thence along said low water mark, North 57°39'48" West, 91.03 feet the aforementioned east line of Gest Street;

Thence leaving said low water mark along the east line of Gest Street, North 33°49'46" East, 646.57 feet to the **POINT OF BEGINNING**, passing a set iron pin at 266.57 and at 621.57 feet.

CONTAINING 1.3483 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on March 27, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on March 27 2020

Being all of those lands conveyed to the City of Cincinnati in Official Record 6432, Page 3205 of the Hamilton County Recorder's Office. Further Identified Auditors Parcels 137-0002-0141 thru 0143.

III. Parcel III

Description for: 13.3723 Acre Parcel
Location: City of Cincinnati, Ohio

Situated in Section 23, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, being all of Lots 40-49 of Yeatman and Anderson's Subdivision as recorded in Deed Book 39, Page 554 and being all of Lots 1-9 of Culbertson Park Subdivision as recorded in Deed Book V2, Page 3 of the Hamilton County Recorder's Office and being more particularly described as follows:

BEGINNING at the northwest corner of Lot 9 of Culbertson Park Subdivision and at the intersection of south line of Mehring Way and the east line of Baymiller Street;

Thence along the south line of Mehring Way, South 56°10'14" East, 1033.94 feet to the northeast corner of Lot 49 of Yeatman & Anderson's Subdivision and at the intersection of the south line of Mehring Way and the west line of Gest Street;

Thence leaving said south line along said west line of Gest Street, South 33°49'46" West, 648.19 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 25.00 feet and at 385.00 feet;

Thence along said low water mark the following three courses:

1. North 57°39'48" West, 91.85 feet,
2. North 55°31'35" West, 647.09 feet,
3. North 52°38'07" West, 29.99 feet to the aforementioned east line of Baymiller Street;

Thence along the east line of Baymiller, North 11°22'16" East, 694.10 feet to the **POINT OF BEGINNING**, passing a set iron pin at 264.10 and at 667.05 feet.

CONTAINING 13.3723 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on March 27, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on March 27 2020.

Being all of those lands conveyed to the City of Cincinnati in Deed Book 212, Page 588, Deed Book 212, Page 590, Deed Book 1051, Page 183, Deed Book 3362, Page 769, Deed Book 3452, Page 585, Deed Book 3973, Page 314, Official Record 6432, Page 3205, Official Record 6696, Page 397, Official Record 6937, Page 2359, Official Record 8281, Page 1774 and Official Record 8679, Page 3417 of the Hamilton County Recorder's Office. Further Identified Auditors Parcels 137-0002-0103 thru 0140, 0152 thru 0154 and 0156.

IV. Parcel IV

Description for: 5.9983 Acre Parcel
Location: City of Cincinnati, Ohio

Situated in Section 23, 24, 29 and 30, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, and being more particularly described as follows:

COMMENCING at a point in the north line of lands conveyed to the Port of Cincinnati as recorded in Official Record 13178, Page 1750 of the Hamilton County Recorder's Office and at the intersection of the south line of Mehring Way and the west line of vacated Harriet Street; Thence along south line of Mehring Way the following six (6) courses: 1) North 07°07'47" East, 17.65 feet, 2) North 57°14'13" West, 83.14 feet, 3) South 07°07'47" West, 6.51 feet, 4) North 57°08'13" West, 66.52 feet, 5) North 71°32'13" West, 1042.94 feet, 5) North 58°52'07" West, 5.34 feet; Thence leaving said south line South 15°24' 45" West, 24.37 feet to a point in the east line of Cincinnati Southern Railroad Company; Thence leaving said east line North 64°17'03" West, 55.90 feet to a set iron pin in the west line of Cincinnati Southern Railroad Company and the **POINT OF BEGINNING**;

Thence along said west line, South 15°24'45" West, 378.23 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 150.00 feet;

Thence along said low water mark the following three (3) courses:

1. North 69°24'02" West, 186.37 feet,
2. North 75°55'57" West, 443.45 feet,
3. North 82°10'53" West, 38.10 feet to the southeast corner of lands conveyed to River Container Concepts as recorded in Official Record 11848, Page 1498 of the Hamilton County Recorder's Office;

Thence leaving said south line along the east line of River Container Concepts, North 11°33'40" East, 322.95 feet AND North 18°31'40" East, 87.38 feet to the south line of the Baltimore & Ohio Railroad;

Thence along the south line of the Baltimore & Ohio Railroad, South 71°54'15" East, 679.87 feet to a set iron pin, passing a set iron pin at 102.00 feet AND South 64°17'03" East, 4.59 feet
to the **POINT OF BEGINNING.**

CONTAINING 5.9983 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on March 27, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on March 27 2020.

Being all of those lands conveyed to the City of Cincinnati in Deed Book 147, Page 6, Deed Book 140, Page 3 and Deed Book 1900, Page 155 of the Hamilton County Recorder's Office. Further Identified as Auditors Parcels 141-0006-0014, 0023, and 0034.

V. Parcel V

Description for: 2.6732 Acre Parcel
Location: City of Cincinnati, Ohio

Situated in Section 23, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, and being more particularly described as follows:

COMMENCING at the intersection of the south line of Mehring Way and the south line of vacated West Fifth Street extended, thence South 33°37' 59" West, 103.57 feet to a set iron pin at the northwest corner of lands conveyed to Cincinnati Bulk Terminals, LLC as recorded in Official Record 12085, Page 1238 of the Hamilton County Recorder's Office and the **POINT OF BEGINNING**;

Thence along the west line of Cincinnati Bulk Terminals, LLC, South 33°37'59" West, 519.04 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 250.00 feet;

Thence along said low water mark, North 56°37'26" West, 117.68 feet to the south east corner of lands conveyed to CBT Acquisition, LLC as recorded in Official Record 9113, Page 5228;

Thence along the east line of CBT Acquisition, LLC, North 06°48'01" East, 511.63 feet to a set cross notch at the north east corner of CBT Acquisition, LLC and in the south line of the Baltimore & Ohio Railroad, passing a set iron pin at 306.63 feet;

Thence along the south line of the Baltimore & Ohio Railroad along a curve non-tangent to previous course deflecting to the left having a radius of 3887.00 feet, an arc length of 354.40 feet, central angle of 05°13'26", the chord of said arc bears South 66°36'52" East, 354.28 feet to the **POINT OF BEGINNING.**

CONTAINING 2.6732 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on March 27, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on March 27 2020.

Being all of those lands conveyed to the City of Cincinnati in Deed Book 212, Page 588, and Deed Book 1051, Page 183 of the Hamilton County Recorder's Office. Further Identified as Auditors Parcels 138-0004-0270, 0278 and 0281.

VI. Parcel VI

Description for: 9.2421 Acre Parcel
Location: City of Cincinnati, Ohio

Situated in Section 23 and 24, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, being part of Lots 21-29 of Israel Ludlow Subdivision as recorded in Deed Book R2, Page 9 of the Hamilton County Recorder's Office and being more particularly described as follows:

BEGINNING a set cross notch at the intersection of the south line of Mehring Way with the west line of vacate Harriet Street and in the north line of lands conveyed to the Port of Cincinnati as recorded in Official Record 13178, Page 1750;

Thence along said north line the following three (3) courses:

1. North 59°17'19" West, 81.79 feet to a set iron pin,
2. North 66°34'49" West, 65.23 feet to a set iron pin,
3. North 71°32'13" West, 127.91 feet to a set iron pin in at the northwest corner of Port of Cincinnati

Thence along the west line of Port of Cincinnati, South 07°07'47" West, 501.41 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 200.00 feet;

Thence along said low water mark the following four (4) courses:

1. North 61°58'39" West, 356.46 feet,
2. North 64°57'10" West, 218.51 feet,
3. North 63°15'23" West, 190.93 feet,
4. North 69°24'02" West, 211.77 feet;

Thence leaving said low water mark, North 15°24'47" East, 372.51 feet, to a set iron pine in the south line the Baltimore & Ohio Railroad, passing a set iron pin at 242.51 feet;

Thence along the south and east line of the Baltimore & Ohio Railroad, South 71°32'13" East, 242.83 feet to a set iron pin AND North 07°07'47" East, 25.51 feet to a set iron pin in the aforementioned south line of Mehring Way;

Thence along said south line, South 71°32'13" East, 129.52 feet to a set iron pin in the west line of the Baltimore & Ohio Railroad;

Thence along the west, south and east lines of Baltimore & Ohio Railroad the following three (3) courses:

1. South 07°07'47" West, 25.51 feet to a set iron pin,
2. South 71°32'13" East, 259.04 feet to a set iron pin,
3. North 07°07'47" East, 25.51 feet to a set iron pin in the aforementioned south line of Mehring Way;

Thence along said south line the following five (5) courses:

1. South 71°32'13" East, 389.69 feet to a set iron pin,
2. South 57°08'13" East, 66.52 feet to set iron pin,
3. North 07°07'47" East, 6.51 feet to a set iron pin,
4. South 57°14'13" East, 83.14 feet to a set cross notch,
5. South 07°07'47" West, 17.65 feet to the **POINT OF BEGINNING**

CONTAINING 9.2421 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on March 27, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on March 27 2020.

Being all of those lands conveyed to the City of Cincinnati in Deed Book 212, Page 588, Deed Book 1051, Page 183, Deed Book 2219, Page 587, Registered Land Document 60695 (RL Cert 14910) and Official Record 9688, Page 3066 of the Hamilton County Recorder's Office. Further identified as part of Auditors Parcels 140-0003-00120, 0123, 0124, 0131-0133, 0154, 0162 and 0163.

VII. Parcel VII

Description for: 3.0133 Acre Parcel
Location: City of Cincinnati, Ohio

Situated in Section 23, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, and being more particularly described as follows:

COMMENCING at point in the north line of lands conveyed to Port of Cincinnati as recorded in Official Record 13178, Page 1750 of the Hamilton County Recorder's Office and at the intersection of the south line of Mehring Way and the east line of vacated Harriet Street; Thence along south line of Mehring Way, South 57°04'25" East, 88.18 feet to a set cross notch and the **POINT OF BEGINNING**;

Thence along said south line, South 57°04'25" East, 50.49 feet to a set cross notch AND South 60°42'49" East, 158.21 feet to a set cross notch in the west line of the Baltimore & Ohio Railroad;

Thence along the west and south line of Baltimore & Ohio Railroad the following three (3) courses:

1. South 06°48'01" West, 15.19 feet to a set cross notch,
2. South 58°48'17" East, 138.57 feet to a set cross notch,
3. along a curve non-tangent to previous course deflecting to the left having a radius of 3887.00 feet, an arc length of 276.97 feet, central angle of 04°04'58" the chord of said arc bears South 60°57'16" East, 276.92 feet to a set cross notch at the northwest corner of lands conveyed to CBT Acquisitions, LLC as recorded in Official Record 9113, Page 5228;

Thence South 06°48'01" West, 507.42 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 198.00 feet;

Thence along said low water mark, North 60°35'18" West, 277.65 feet to the southeast corner of lands conveyed to GMS Acquisition Corp., LLC as recorded in Official Record 9687, Page 447;

Thence along the east line of GMS Acquisition Corp., LLC, North 06°48'01" East, 499.53 feet to a set cross notch at the north east corner of said GMS Acquisition Corp., LLC, passing a set iron pin at 342.53 feet;

Thence along the north line of said GMS Acquisition Corp., LLC along a curve non-tangent to previous course deflecting to the right having a radius of 1161.28 feet, an arc length of 83.93 feet, central angle of 04°08'28", the chord of said arc bears North 57°53'19" West, 83.91 feet to a set cross notch AND North 55°49'06" West, 272.37 feet to the **POINT OF BEGINNING.**

CONTAINING 3.0133 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on March 27, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on March 27 2020.

Being all of those lands conveyed to the City of Cincinnati in Deed Book 212, Page 588, Deed Book 1051, Page 183, Deed Book 2441, Page 572, Deed Book 2219, Page 627 and Deed Book 2441, Page 241 of the Hamilton County Recorder's Office. Further Identified as Auditors Parcels 140-0001-0003 and 0186 thru 0188 and Parcels 138-0004-0277 and 0282.

VIII. Parcel VIII

Situated in Section 23, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, being part Gest Street, formally known as Mill Street, as shown on Yeatmam and Anderson's Subdivision as recorded in Deed Book 39, Page 554 of the Hamilton County Recorder's Office and being more particularly described as follows:

BEGINNING at a set iron pin in the east line of Gest Street, said iron pin being South 33°49'46" West, 25.00 feet from the northwest corner of Lot 50 of Yeatman and Anderson's Subdivision and at the intersection of south line of Mehring Way with the east line of Gest Street;

Thence along said east line, South 33°49'46" West, 621.63 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 355.00 feet;

Thence along said low water mark, North 57°39'48" West, 60.02 feet to the west line of Gest Street;

Thence along said west line, North 33°49'46" East, 623.19 feet to a set iron pin, passing a set iron pin at 263.19 feet;

Thence leaving said west line, South 56°10'14" East, 60.00 feet to the **POINT OF BEGINNING.**

CONTAINING 0.8573 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on April 1, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on April 1, 2020

Being part of Gest Street, formerly known as Mill Street, of Yeatmam and Anderson's Subdivision as recorded in Deed Book 39, Page 554 of the Hamilton County Recorder's Office.

Gerard J. Berding April 1, 2020
Gerard J. Berding, P.S. 6880 Date

STATE OF OHIO
GERARD J. BERDING
6880
REGISTERED
PROFESSIONAL SURVEYOR

IX. Parcel IX

Situated in Section 23, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, being part of Baymiller Street, formerly known as Wood Street, of Culbertson Park Subdivision as recorded in Deed Book V2, Page 3 of the Hamilton County Recorder's Office and being more particularly described as follows:

BEGINNING at a set iron pin in the west line of Baymiller Street, said iron pin being South 11°22'16" West, 27.06 feet from the northeast corner of Lot 1 Culbertson Park Subdivision and the intersection of the south line of Mehring Way and the west line of Baymiller Street;

Thence leaving said west line, South 56°11'02" East, 43.28 feet to set iron pin in the east line of Baymiller Street;

Thence along the east line of Baymiller Street, South 11°22'16" West, 667.05 to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 402.95 feet;

Thence along said low water mark, North 52°38'07" West, 44.50 feet to the aforementioned west line of Baymiller Street;

Thence along said west line, North 11°22'16" East, 664.07 feet to the **POINT OF BEGINNING**, passing a set iron pin at 269.07 feet

CONTAINING 0.6112 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on April 1, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on April 1, 2020.

Being part of Baymiller Street, formerly known as Wood Street, of Culbertson Park Subdivision as recorded in Deed Book V2, Page 3 of the Hamilton County Recorder's Office.

Gerard J. Berding

Gerard J. Berding, P.S. 6880

April 1, 2020
Date

STATE OF OHIO
GERARD J.
BERDING
6880
REGISTERED
PROFESSIONAL SURVEYOR

Exhibit B
to
First Amendment to Amended and Restated Lease

LEGAL DESCRIPTION GEST STREET

Situated in Section 23, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, being part Gest Street, formally known as Mill Street, as shown on Yeatmam and Anderson's Subdivision as recorded in Deed Book 39, Page 554 of the Hamilton County Recorder's Office and being more particularly described as follows:

BEGINNING at a set iron pin in the east line of Gest Street, said iron pin being South 33°49'46" West, 25.00 feet from the northwest corner of Lot 50 of Yeatman and Anderson's Subdivision and at the intersection of south line of Mehring Way with the east line of Gest Street;

Thence along said east line, South 33°49'46" West, 621.63 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 355.00 feet;

Thence along said low water mark, North 57°39'48" West, 60.02 feet to the west line of Gest Street;

Thence along said west line, North 33°49'46" East, 623.19 feet to a set iron pin, passing a set iron pin at 263.19 feet;

Thence leaving said west line, South 56°10'14" East, 60.00 feet to the **POINT OF BEGINNING.**

CONTAINING 0.8573 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on April 1, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on April 1, 2020

Being part of Gest Street, formerly known as Mill Street, of Yeatmam and Anderson's Subdivision as recorded in Deed Book 39, Page 554 of the Hamilton County Recorder's Office.

Gerard J. Berding — April 1, 2020
Gerard J. Berding, P.S. 6880 — Date

STATE OF OHIO
GERARD J. BERDING
6880
REGISTERED PROFESSIONAL SURVEYOR

Exhibit C
to
First Amendment to Amended and Restated Lease

LEGAL DESCRIPTION BAYMILLER STREET

Situated in Section 23, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, being part of Baymiller Street, formerly known as Wood Street, of Culbertson Park Subdivision as recorded in Deed Book V2, Page 3 of the Hamilton County Recorder's Office and being more particularly described as follows:

BEGINNING at a set iron pin in the west line of Baymiller Street, said iron pin being South 11°22'16" West, 27.06 feet from the northeast corner of Lot 1 Culbertson Park Subdivision and the intersection of the south line of Mehring Way and the west line of Baymiller Street;

Thence leaving said west line, South 56°11'02" East, 43.28 feet to set iron pin in the east line of Baymiller Street;

Thence along the east line of Baymiller Street, South 11°22'16" West, 667.05 to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 402.95 feet;

Thence along said low water mark, North 52°38'07" West, 44.50 feet to the aforementioned west line of Baymiller Street;

Thence along said west line, North 11°22'16" East, 664.07 feet to the **POINT OF BEGINNING**, passing a set iron pin at 269.07 feet

CONTAINING 0.6112 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on April 1, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on April 1, 2020.

Being part of Baymiller Street, formerly known as Wood Street, of Culbertson Park Subdivision as recorded in Deed Book V2, Page 3 of the Hamilton County Recorder's Office.

Gerard J. Berding

Gerard J. Berding, P.S. 6880 — April 1, 2020 Date

STATE OF OHIO
GERARD J. BERDING
6880
REGISTERED
PROFESSIONAL SURVEYOR

{00328874-5}

ATTACHMENT B

[SPACE ABOVE FOR RECORDER'S USE]

GRANT OF ENCROACHMENT EASEMENT

(aerial encroachment over and across Mehring Way)

This Grant of Encroachment Easement is granted as of the Effective Date (as defined on the signature page hereof) by the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), in favor of (i) **CBT Partners, LLC**, an Ohio limited liability company ("**CBT**"), and (ii) **Mehring Investors, LLC**, an Ohio limited liability company ("**MI**"), the address for each of which is 895 Mehring Way, Cincinnati, Ohio 45203 (CBT and MI are each individually and collectively, "**Grantee**").

Recitals:

A. By virtue of a certain *Amended and Restated Lease Agreement* dated June 18, 2020 (as amended, the "**Lease**"), CBT leases from the City certain real property generally located south of Mehring Way and east of Mill Creek, as more particularly described on Exhibit A (*Legal Description – Benefitted Property*) and depicted on Exhibit B (*Survey Plat*) hereto (the "**CBT Property**"); and MI owns certain real property generally located north of Mehring Way, as more particularly described on Exhibit A as the "**MI Property**" (collectively, the CBT Property and MI Property is the "**Benefitted Property**").

B. The City owns the adjoining Mehring Way public right-of-way, which is under the management and control of the City's Department of Transportation and Engineering ("**DOTE**").

C. Grantee has requested the City to grant an aerial encroachment easement to construct an improvement that will encroach over and across a portion of the Mehring Way right-of-way, namely, an aerial conveyor (the "**Improvement**").

D. The City Manager, in consultation with DOTE, has determined that (i) the encroachment easement will not have an adverse effect on the City's retained interest in the Mehring Way public right-of-way, and (ii) granting the easement will not have an adverse effect on the usability or accessibility of any existing West Mehring Way public right-of-way facilities.

E. The City's Real Estate Services Division has determined that the fair market value of the encroachment easement, as determined by appraisal, is $8,250, which has been deposited with the Real Estate Services Division.

F. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the encroachment easement at its meeting on December 18, 2020.

G. Cincinnati City Council approved the encroachment easement by Ordinance No. ___-2021, passed on _____, 2021.

NOW THEREFORE, the parties do hereby agree as follows:

1. Grant of Encroachment Easement. The City does hereby grant to Grantee, on the terms and conditions set forth herein, as an appurtenance to and for the benefit of the Benefitted Property, a non-exclusive aerial encroachment easement to construct, maintain, operate, repair, reconstruct, replace, and remove the Improvement over and across the Mehring Way public right-of-way, as more particularly depicted on Exhibit C (*Easement Plat*) hereto (the "**Aerial Conveyor Easement**" or "**Aerial Conveyor Easement Area**", as applicable). Grantee shall not make any modifications to the Improvement without the City's prior written consent. Notwithstanding anything herein to the contrary, the Aerial Conveyor Easement shall automatically terminate upon (i) the complete demolition of the Improvement's support structure, except if such demolition is merely a temporary step in rebuilding the support structure as a result of a casualty or otherwise; (ii) any permanent alteration by Grantee that entails the elimination of the Improvement within the Aerial Conveyor Easement Area such that the Aerial Conveyor Easement would be rendered unnecessary; (iii) upon written notice from the City, if the City determines that it needs the Aerial Conveyor Easement Area, or any portion thereof for a municipal purpose, including, without limitation to the implementation of Americans with Disabilities Act ("**ADA**") regulations compliance or accessibility standards; (iv) or upon written notice from the City if the City determines that the Improvement is creating a public safety issue, such as noncompliance with ADA accessibility regulations, contributing to adverse impacts on the usability or accessibility of any public right-of-way facilities.

2. Construction, Maintenance, and Repairs.

(A) The Improvement shall be constructed and maintained in accordance with the plans and specifications approved by DOTE, and in accordance with applicable code standards. Once installed, Grantee shall not make any enlargements or other modifications to the Improvement without DOTE's prior written consent.

(B) The parties hereby acknowledge that a portion of the Improvements within the Aerial Conveyor Easement Area crosses the centerline of Mehring Way. As a material inducement for the City to grant to Grantee the Aerial Encroachment Easement, Grantee shall provide the City with an attorney's certificate of title certifying the names of all abutters to the Aerial Conveyor Easement Area, and the consent of those abutters in a form acceptable to the City. Notwithstanding the foregoing, Grantee shall defend (with counsel acceptable to the City, in the City's sole and absolute discretion), indemnify, and hold the City harmless from and against any and all claims, actions, losses, costs (including, without limitation, attorneys' fees), liability and damages suffered or incurred by, or asserted against, the City arising from this *Grant of Encroachment Easement*, including, without limitation to, the construction, maintenance, repair, use, or other activities associated with the Improvement.

(C) Following installation, at no cost to the City, Grantee shall maintain the Improvement in a continuous state of good and safe condition and repair. Grantee acknowledges that there may be existing easements, utility lines, and related facilities in the vicinity of the Aerial Encroachment Easement Area ("**Third-Party Utility Lines**"). In connection with Grantee's construction, maintenance, repair, and use of the Improvement, Grantee shall not interfere with the access of utility companies to maintain and repair the Third-Party Utility Lines and shall, at Grantee's expense, promptly repair any and all damage to Third-Party Utility Lines caused by Grantee, their agents, employees, contractors, subcontractors, tenants, licensees, or invitees. Any relocation of Third-Party Utility Lines necessitated by the construction, maintenance, or repair of the Improvement under this instrument shall be handled entirely at Grantee's expense. All activities undertaken by Grantee under this instrument shall be in compliance with all applicable codes, laws, and other governmental standards, policies, guidelines and requirements

3. Insurance; Indemnification. At all times during which Grantee is undertaking construction activities within the Aerial Conveyor Easement Area, and in addition to whatever other insurance and bond requirements as the City may from time to time require, Grantee shall maintain or cause to be maintained a policy of Commercial General Liability insurance, with an insurance company reasonably acceptable to the City and naming the City as an additional insured, in an amount not less than $1,000,000 per occurrence, combined single limit/$1,000,000 aggregate, or in such greater amount as the City may from time to time require. Grantee shall furnish to the City a certificate of insurance evidencing such insurance upon the City's request and, in any event, prior to undertaking any construction activities within the Aerial Conveyor Easement Area. Grantee hereby waives all claims and rights of recovery against the City, and on behalf of Grantee's insurers, rights of subrogation, in connection with any damage to the Improvement, no matter how caused. Grantee shall defend (with counsel reasonably acceptable to the City), indemnify, and hold the City harmless from and against any and all claims, actions, losses, costs (including without limitation reasonable attorneys fees), liability and damages suffered or incurred by, or asserted against, the City in connection with the construction, maintenance, repair or other matters associated with the Improvement.

4. Covenants Running with the Land. The provisions hereof shall run with the land and shall be binding upon and inure to the benefit of the City and Grantee and Grantee's successors-in-interest with respect to the Benefitted Property.

5. Coordinated Report Conditions (CR #42-2020). The following additional conditions shall apply:

(A) Metropolitan Sewer District of Greater Cincinnati ("MSDGC"):

(i) MSDGC access shall be maintained at all times for the operations and maintenance of MSDGC sewers and structures within right-of-way within or near the proposed Improvement. MSDGC will need to be notified prior to the start of any construction activities to coordinate MSDGC CSO inspection and maintenance activities and any scheduled sewer maintenance activities.

(ii) A MSDGC Excavation/Fill permit as well as bond will be necessary for any construction, construction traffic, earthwork, or any other construction activity over existing sewers and within the project's construction area prior to construction. Additional requirements will be established by the permit (such as verification and usage of existing or abandoned building services to sewers through dye testing, pre- and post- construction CCTVing, etc) depending on the final project plan. No additional loading may be exerted on existing MSDGC sewers as the result of structures being proposed and geotechnical/structural design calculations will be required for MSDGC review.

(iii) Project plans should be submitted to MSDGC through the utility review process during the Project's planning and design phases. Comments provided herein in response to this CR herein do not necessarily constitute a utility, design, or permit review. Contact MSDUtilityReview@cincinnati-oh.gov for existing combined or sanitary sewer information. Additionally: [a] Minimum clearance from existing ground surfaces to any proposed overhead structure is 13.5.' At locations where proposed overhead structures cross over existing MSDGC sewers and structures, sections of proposed overhead structure and conveyor system should be designed as removable to address sewer maintenance or repair activities necessitating excavation and shoring activities, and [b] drawings should show in plan and profile the relation of proposed overhead structures, columns, foundations, footers, piers, pile caps, or piles and any other permanent structure proposed with dimensions and elevations in relation to existing sewers.

(B) Greater Cincinnati Water Works: [intentionally omitted]

(C) Duke Energy:

(i) Duke Energy Land Services has an overhead 138 KV and 69KV transmission conductor all along the CBT Property. Duke Energy Land Services must maintain access to such facilities at all times.

(ii) Duke Energy Gas has IP main along Mehring Way, and Duke Energy Gas must maintain access to such facilities at all times.

(D) Cincinnati Bell Telephone: All existing underground telephone facilities at the CBT Property and Mehring Way must remain in place, in service, and able to be accessed. Any damage to such facilities or any work done to relocate such facilities as a result of the construction of the Improvements shall be done at Grantee's sole cost and expense.

(E) Department of Public Services: Grantee shall install signage delineating the height of the Improvement above the roadway. Such signage should be placed clearly for viewing during inclement weather using reflective paint and should be displayed on both sides of the Improvement itself and posted on signage at a reasonable distance along the roadside. Illumination of the signage is not required but preferred so drivers utilizing the roadway see the obstacle.

(F) Department of Transportation and Engineering:

(i) No permanent removal, or construction of any permanent structure or utility may take place in the right-of-way without written permission from the City or utility company, and shall be consistent with drawings approved by DOTE.

(ii) The Improvement shall be designed in accordance with the AASHTO Manual of Bridge Design, current addition. Detailed drawings and design calculations, signed and sealed by a professional engineer in the State of Ohio, need to be submitted and approved by City Structures.

(iii) Grantee is responsible for maintenance of the pavement, curb, and sidewalk.

(iv) DOTE's preferred minimum clearance under the Improvement and over the roadway shall be 18 feet.

(v) All supports related to the Improvement shall be constructed outside the right-of-way.

(vi) Grantee shall perform an annual structural inspection of the Improvement in accordance with National Bridge Inspection Standards and the Ohio Department of Transportation Manual of Bridge Inspection. A copy of such report shall be filed with the City Department of Transportation within 30 days of the date of inspection.

(vii) [intentionally omitted].

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

(ix) Grantee shall supply the City, annually, a copy of its General Commercial Liability Insurance policy showing the City named as "additional insured".

6. Exhibits. The following exhibits are attached hereto and made a part hereof:
Exhibit A – *Legal Description - Benefitted Property*
Exhibit B –*Survey Plat*
Exhibit C –*Easement Plat*

Executed by the parties on the respective date of acknowledgement listed below, effective as the later of such dates (the "**Effective Date**").

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____, the _____ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

_____
Notary Public
My commission expires: _____

Approved by:

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

Approved as to Form by:

_____
Assistant City Solicitor

[*CBT Signature Page Follows*]

ACCEPTED AND AGREED TO BY:

CBT Partners, LLC,
an Ohio limited liability company

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 **CBT 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: _____

[*MI Signature Page Follows*]

Mehring Investors, LLC,
an Ohio limited liability company

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 **Mehring Investors, 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: _____

This instrument prepared by:
City of Cincinnati Law Department
801 Plum Street, Suite 214
Cincinnati, OH 45202

EXHIBIT A

to Grant of Encroachment Easement

LEGAL DESCRIPTION - BENEFITTED PROPERTY

CBT Property

Description for: 10.2092 Acre Parcel
Location: City of Cincinnati, Ohio

Situated in Section 23, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, being all of Lots 1-7 of Culbertson Park Subdivision (west of Baymiller Street) as recorded in Deed Book V2, Page 3 of the Hamilton County Recorder's Office and being more particularly described as follows:

BEGINNING at the northeast corner of Lot 1 Culbertson Park Subdivision and at the intersection of south line of Mehring Way and the west line of Baymiller Street;

Thence along the west line of Baymiller Street, South 11°22'16" West, 691.13 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 27.06 feet and at 42.06 feet;

Thence along said low water mark the following three (3) courses:

1. North 52°38'07" West, 132.70 feet,
2. North 53°54'20" West, 532.79 feet,
3. North 56°38'41" West, 180.73 feet to the southeast corner of lands conveyed to Cincinnati Bulk Terminals, LLC as recorded in Official Record 12085, Page 1238;

Thence along the east line of Cincinnati Bulk Terminals, LLC, North 33°37'59" East, 587.93 feet to a set MAG nail at the northeast corner of Cincinnati Bulk Terminals, passing a set iron pin at 237.93 feet

Thence along the north line of Cincinnati Bulk Terminals the following three (3) courses:

1. North 52°20'17" West, 115.29 feet to a set MAG nail,
2. North 54°33'29" West, 31.68 feet to a set MAG nail,
3. North 69°41'51" West, 65.09 feet to a set MAG nail at the south east corner of the Baltimore and Ohio Rail Road;

Thence along the east line of the Baltimore and Ohio Railroad, North 33°37'59" East, 28.88 feet to a set iron pin in the aforementioned south line of the Mehring Way;

Thence along said south line, South 56°22'01" East, 230.46 feet to a set iron pin AND South 56°10'14" East, 563.17 feet to the **POINT OF BEGINNING.**

CONTAINING 10.2092 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on March 27, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on March 27 2020.

Being all of those lands conveyed to the City of Cincinnati in Deed Book 212, Page 588, Deed Book 1051, Page 183, Official Record 6432, Page 3205, and Official Record 9099, Page 6041. Further Identified as Auditors Parcels 137—0006-0010, 0012 thru 0030, 0201, 0214, 0236, 0240, 0241 and 0244.

Gerard J. Berding — March 27, 2020
Gerard J. Berding, P.S. 6880 — Date

STATE OF OHIO
GERARD J. BERDING 6880
REGISTERED PROFESSIONAL SURVEYOR

MI Property

Situated in Section 23, Town 4, Fractional Range 1. City Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

BEGINNING at a set iron pin of the southwest terminus of Baymiller Street said pin being South 11° 17' 02' West, 228.86 feet from the intersection of the south right of way line of Avery Street and the west right of way line of Baymiller Street;

Thence along the south line of Baymiller Street South 78° 42' 58" East, 66.00 feet to a set iron pin at the southeast terminus of Baymiller Street and the southwest corner of lands conveyed to CSX Transportation in Official Record 6976, Page M47 of the Hamilton County Recorder's Office:

Thence along the south line of CSX Transportation, South 85° 15' 22" East, 314.54 feet to a set iron pin;

Thence leaving said south line of CSX Transportation along a new division line, South 07° 01' 35" West, 289.76 feet to a set iron pin in the north line of Central Railroad Co. of Indiana;

Thence along the north line of sold Central Railroad Co. of Indiana the following seven (7) courses:

1. North 80° 10' 38" West, 12.26 feet to a set iron pin,
2. North 78° 32' 54" West, 218.01 feel to a set iron pin,
3. along a curve non-tangent to previous course deflecting to the right having a radius of 672.27 feet, an arc length of 98.86 feet, central angle of 08° 25' 31", the chord of so said arc bears North 76° 41' 22" West, 98.77 feet to o set iron pin,
4. North 72° 01' 17" West, 43.69 feet to a set iron pin,

5. along a curve non-tangent to previous course deflecting to the right having a radius of 541.00 feet, an arc length of 126.28 feet, central angle of 13° 22' 25", the chord of said arc bears North 63° 35' 07" West, 125.99 feet to a set iron pin,
6. along a curve deflecting to the right having a radius of 407.00', an arc length of 286.94 feet, central angle of 40° 23' 37", the chord of said arc bears North 37° 43' 33" West, 281.03 feet to a set iron pin,
7. North 16° 53' 43" West, 25.80 feet to a set iron pin;

Thence leaving said line of Central Railroad Co. of Indiana along a new division line, South 85° 15' 34" East, 55.00 feet to a set iron pin in the west line of Pier 66 of Baltimore & Ohio Railroad as recorded in Deed Book 3987, Page 594;

The along the lines of said Pier 66 the following three (3) courses:

1. South 38° 49' 02" East, 13.26 feet to a set iron pin,
2. North 51° 10' '58" East, 6.50 feet to a set iron pin,
3. North 38° 49' 02" West, 7.08 feet to a set iron pin.

Thence along a new division line, South 85° 15' 34" East, 66.80 feet to a set iron pin in the west line of Pier 67 of Baltimore & Ohio Railroad as recorded in Deed Book 3987, Page 594;

Thence along the lines of said Pier 67 the following three (3) courses:

1. South 60° 55' 51" East, 18.03 feet to a set iron pin,
2. North 29° 04' 09" East. 5.00 feet to o set iron pin,
3. North 60° 55' 51" West. 6.97 feet to a set iron pin;

Thence along a new division line, South 85° 15' 34" East, 30.69 feet to a set iron pin in the west line of Pier 68 of Baltimore & Ohio Railroad as recorded in Deed Book 3587, Page 594;

Thence along the lines of said Pier 68 the following three (3) courses:

1. South 04° 39' 55" West, 6.16 feet to a set iron pin,
2. South 85° 20' 05" East, 4.83 feet to a set iron pin,
3. North 04° 39' 55" East, 6 16 feet to a set iron pin;

Thence along a new division line, South 85° 15' 34" East, 34.07 feet to o set iron pin in me west line of Pier 69 of Baltimore & Ohio Railroad as recorded in Deed Book 3987, Page 594;

Thence along the west line of said Pier 69 the following three (3) courses:

1. South 05° 20' 28" West, 6.11 feet to a set iron pin,
2. South 84° 39' 32" East, 4.83 feet to a set iron pin,
3. North 05° 20' 28" East, 6.17 feet to a set iron pin,

Thence along a new division line, South 85° 15' 34" East, 31.24 feet to a set iron pin in the west line or lands conveyed to Baltimore & Ohio Railroad as recorded in Deed Book 3987, Page 594;

Thence along the lines of the Baltimore & Ohio Railroad the following three (3) courses:

1. South 11° 17' 02" West, 33.35 feet to a set iron pin,
2. South 79° 34' 58" East, 71.34 feet to a set iron pin,
3. North 11° 17' 02' East, 8.20 feet POINT OP BEGINNING.

CONTAINING 3.6039 Acres, more or less.

The above described parcel being part of Hamilton County Auditor's Parcel 138-0006-0032 as conveyed to Queensgate South Realty, LLC, as recorded in Official Record 11003, Page 484 of the Hamilton County Recorder's Office.

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

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

PPN: 138-006-0286

EXHIBIT B

to Grant of Encroachment Easement

Survey Plat

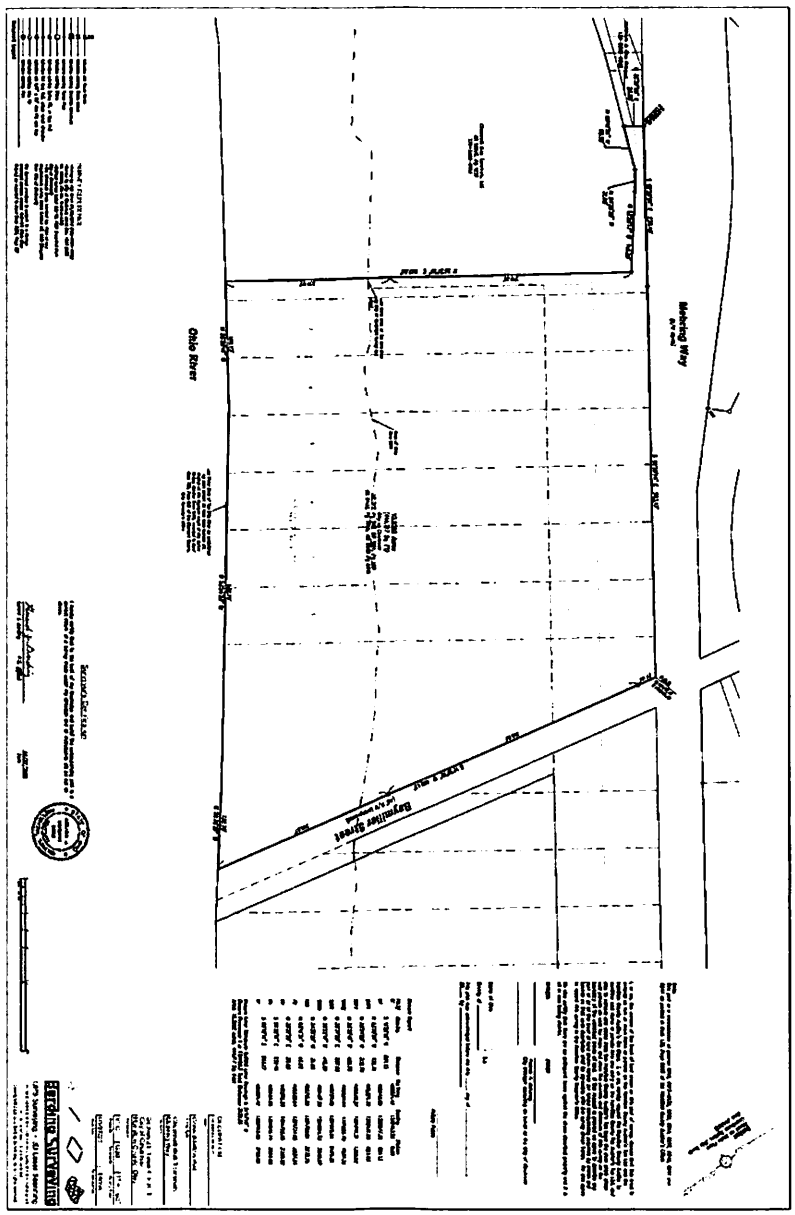
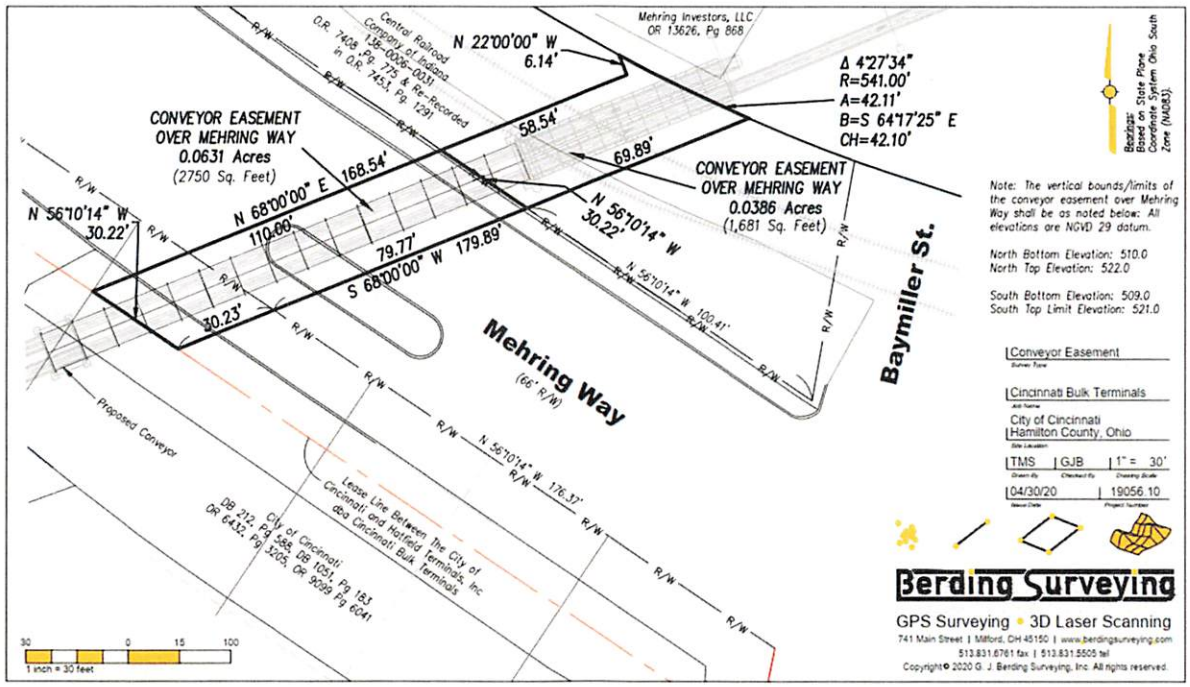


EXHIBIT C

to Grant of Encroachment Easement

Easement Plat



Contract nos. 05x2020-338

FIRST AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT

(Addition of portions of vacated Gest Street and unvacated Baymiller Street to Lease Area)

This First Amendment to Amended and Restated Lease Agreement (this "**Amendment**") is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **City of Cincinnati**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), and **CBT Partners, LLC**, an Ohio limited liability company, the address of which is 895 Mehring Way, Cincinnati, Ohio 45202 ("**Tenant**").

Recitals:

A. The City and Tenant are parties to an *Amended and Restated Lease Agreement* dated June 18, 2020 (the "**Lease**"), pursuant to which Tenant leases certain City-owned properties located south of Mehring Way and east of the Mill Creek in Cincinnati, as more particularly described on Exhibit A (*Lease Area*) (the "**Lease Area**"), which Lease Area is under the management and control of the City's Department of Community and Economic Development ("**DCED**"). Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Lease.

B. The City owns approximately 0.8573 acres of property formerly designated as public right of way, commonly known as Gest Street, as more particularly depicted on Exhibit B (*Legal Description – Gest Street*) hereto (the "**Gest Street Property**"). Cincinnati City Council vacated the Gest Street Property as public right of way by Ordinance No. [_____] – 2021 on [_____], 2021.

C. The City owns approximately 0.6112 acres of property designated as public right of way, commonly known as Baymiller Street, as more particularly depicted on Exhibit C (*Legal Description– Baymiller Street*) hereto (the "**Baymiller Street Property**", and together with the Gest Street Property, the "**Lease Area Expansion Property**"), which Lease Area Expansion Property is under the management of the City's Department of Transportation and Engineering ("**DOTE**").

D. Tenant desires to amend the Lease to add the Lease Area Expansion Property to the Lease to expand Tenant's business operations, as determined solely by the Tenant, provided that such use is in accordance with all applicable laws and such operations do not damage the Lease Area Expansion Property in such a manner that Tenant cannot comply with the maintenance and other obligations contained in the Lease.

E. The City is agreeable to lease to Tenant the Lease Area Expansion Property finding that it 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.

F. The City Manager, in consultation with DOTE, has determined that (i) the Baymiller Street Property, above grade, is not needed for vehicular or pedestrian purposes or any other municipal purpose for the duration of the Lease, (ii) the Gest Street Property is not needed for any municipal purpose for the duration of the Lease, and (iii) leasing the Lease Area Expansion Property to Tenant is not adverse to the City's retained interest in the Lease Area Expansion Property.

G. The City's Real Estate Services Division has determined by appraisal that the fair market rental value of the Gest Street Property is approximately **$3,640** per year, approximately **$2,595** per year for the Baymiller Street Property, resulting in an aggregate fair market rental value of approximately **$6,235** per year for the Lease Area Expansion Property, which value Tenant has agreed to pay.

H. The City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the lease of the Lease Area Expansion Property at its meeting on December 18, 2020.

I. Cincinnati City Council authorized the City's execution of the Lease by Ordinance No. 518-2019, passed December 18, 2019. Cincinnati City Council authorized the City's execution of this Amendment by Ordinance No. [____]-2021, passed [_____], 2021.

NOW, THEREFORE, effective as of the Effective Date of this Amendment, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant**. The City does hereby lease the Lease Area Expansion Property to Tenant, and Tenant does hereby lease the Lease Area Expansion Property from the City, on the terms and conditions set forth in the Lease, as hereby amended. The rights herein granted to Tenant are subject and subordinate to any and all existing covenants, easements, restrictions and other matters of record affecting the Lease Area Expansion Property as of the Effective Date. The City makes no representations or warranties to Tenant concerning the physical condition of the Lease Area Expansion Property or the condition of the City's title to the Lease Area Expansion Property and, on the Effective Date (defined below), Tenant shall accept the Lease Area Expansion Property in "as is" condition.

2. **Exhibit A-1**. Exhibit A (*Legal Description*) to the Lease is hereby amended by deleting Exhibit A to the Lease and substituting in its place Exhibit A-1 (*Legal Description of Lease Area as Amended*) attached hereto. All references within the Lease to Exhibit A shall be read to refer to Exhibit A-1 on and after the Effective Date. Any reference in the Lease to the Property shall be deemed to include all of the real property described in Exhibit A-1, including but not limited to the Lease Area Expansion Property, as applicable.

3. **Rent**. Section 3 of the Lease entitled "Rent" is hereby amended and restated in its entirety to read as follows:

> **3.** **Rent**.
>
> (A) Rent. Tenant shall pay an annual rent of $396,235 in four quarterly payments of $99,058.75 each for the first five years of the Term (the "**Base Rent**"). Base Rent for the first year of the Term shall be prorated with the Existing Leases. The Base Rent shall increase at the end of the fifth year of the Term and every five years thereafter by a percentage equal to the percentage increase of the Consumer Price Index for All Urban Consumers published by the U.S. Department of Labor ("**CPI**") with respect to such five year period (the "**Adjusted Rent**" together with Base Rent, collectively, "**Rent"**). In no event shall there be a reduction of Rent as a result of changes to CPI. Rent shall be paid in advance on June 1, September 1, December 1, and March 1 of each year of the Term.
>
> (B) Late Payment. If any payment owed by Tenant hereunder is not received by the City within five (5) days after the due date, Tenant shall pay the City a late charge equal to five percent (5%) of the amount past due, together with interest on the past due amount, until paid, at an annual rate of ten percent. If the Term of this Lease is terminated for any reason prior to the end of any given quarter for which Rent has been paid, the City shall not be required to refund any portion of the prepaid Rent for such period. All payments shall be made by check payable to the "City of Cincinnati-Treasurer" and mailed to: City of Cincinnati, 801 Plum Street, Cincinnati, Ohio 45202, Attention: Real Estate, or to such other address as the City may from time to time designate in writing.

4. <u>Additional Conditions from City's Coordinated Report (CR #42-2020)</u>. Tenant acknowledges that it has received a copy of and must satisfy any and all conditions set forth in, the City Coordinated Report #42-2020, as such conditions apply to the Lease Area Expansion Property, including without limitation the following:

(A) **<u>Metropolitan Sewer District of Greater Cincinnati ("MSDGC")</u>**:

(i) MSDGC access shall be maintained at all times for the operations and maintenance of MSDGC sewers and structures within right-of-way ("**ROW**"), ROW, and outside ROW areas within or near the proposed construction area. This includes MSDGC Combined Sewer Overflow structures and their outfalls to the Ohio River (CSO 435 and CSO 436 -Four (4) located near the proposed construction area. MSDGC will need to be notified prior to the start of project construction activities to coordinate MSDGC CSO inspection and maintenance activities and any scheduled sewer maintenance activities.

(ii) Several sewers exist in the area. Permanent easements shall be reserved for sewers existing within ROW planned to be vacated, centered over the existing sewer. Easement width will need to be determined at a later date. Note, an additional 3' clearance on either side of the permanent easement will be required, along with other MSDGC restrictions, as outlined per MSDGC Rules and Regulation Section 207. No structure which can interfere with the access to the public sewer or can exert loading upon a public sewer will be allowed per MSDGC Rules and Regulation Section 206.

(iii) A MSDGC Excavation/Fill permit as well as bond will be necessary for any construction, construction traffic, earthwork, or any other construction activity over existing sewers and within the project's construction area prior to construction. Additional requirements will be established by the permit (such as verification and usage of existing or abandoned building services to sewers through dye testing, pre- and post- construction CCTVing, etc) depending on the final project plan. No additional loading may be exerted on existing MSDGC sewers as the result of structures being proposed and geotechnical/structural design calculations will be required for MSDGC review.

(iv) Project plans should be submitted to MSDGC through the utility review process during the Project's planning and design phases. Comments provided herein in response to this CR herein do not necessarily constitute a utility, design, or permit review. Contact MSDUtilityReview@cincinnati-oh.gov for existing combined or sanitary sewer information. Additionally: [a] Minimum clearance from existing ground surfaces to any proposed overhead structure is 13.5.' At locations where proposed overhead structures cross over existing MSDGC sewers and structures, sections of proposed overhead structure and conveyor system should be designed as removable to address sewer maintenance or repair activities necessitating excavation and shoring activities, and [b] drawings should show in plan and profile the relation of proposed overhead structures, columns, foundations, footers, piers, pile caps, or piles and any other permanent structure proposed with dimensions and elevations in relation to existing sewers.

(B) **<u>Greater Cincinnati Water Works</u>**:

(i) Tenant must protect and maintain the integrity of the public water main, fire hydrant and water service branch located on, under, and across the Baymiller Street Property.

(ii) No building, structure or improvement of any kind shall be made to the Property which will interfere with access to or operation of the existing water main located on, under, and across the Baymiller Street Property. The City of Cincinnati, Ohio shall not be responsible to any present or future tenants of the Property or present or future holders of rights

of ingress and egress over the Baymiller Street Property for reason of entering for constructing, maintaining or replacing the water mains. Further, the City of Cincinnati, Ohio shall not be responsible to any present or future tenants of the Property or future holders of rights of ingress and egress over the Baymiller Street Property for any damages which result from disruption or denial of said rights of ingress and egress or other rights of access by reason of entering for constructing, maintaining, or replacing the water main. No grade changes of any kind over any part of the full width profile of the Baymiller Street Property are permitted at any time so not to impact any present or future Greater Cincinnati Water Works operations. The full width of the Baymiller Street Property must be accessible to the Water Works at all times for future maintenance and operation purposes. Any damage to the existing 6" water main, public fire hydrant or the active water service branch, as a result of the construction within the Baymiller Street Property, would be repaired at project expense and at no cost to the Greater Cincinnati Water Works. The petitioner's contractor must contact OUPS to have the water main field located and marked. Any questions regarding the OUPS requested should be directed to Greater Cincinnati Water Works.

(C) **Duke Energy**:

(i) Duke Energy Land Services has an overhead 138 KV and 69KV transmission conductor all along the Property. Duke Energy Land Services must maintain access to such facilities at all times.

(ii) Duke Energy Gas has IP main along Mehring Way and the Gest Street Property, and Duke Energy Gas must maintain access to such facilities at all times.

(D) **Cincinnati Bell Telephone**: All existing underground telephone facilities at the Property must remain in place, in service, and able to be accessed. Any damage to such facilities or any work done to relocate such facilities as a result of the construction of the Improvements or the Lease shall be done at Tenant's sole cost and expense.

(E) **Department of Transportation and Engineering:**

(i) Access must be given to all utilities, Fire, Police and emergency equipment at all times.

(ii) No permanent removal, or construction of any permanent structure or utility may take place in the right-of-way without written permission from the City or utility company, and shall be consistent with drawings approved by DOTE.

(iii) [intentionally omitted]

(iv) [intentionally omitted]

(v) [intentionally omitted]

(vi) [intentionally omitted]

(vii) [intentionally omitted]

(viii) All barriers must be removed at the end or termination of the lease and the right of way restored to its original condition.

(ix) The City reserves the right to revoke the lease of the Baymiller Street Property for any municipal purpose.

(x) Gates shall be used if the Baymiller Street Property is to be closed to

general pedestrian traffic. Plans must be submitted to and approved by DOTE showing the location of the gates in relation to street fixtures and right-of-way line. Manufacturer's details of the gates and locking mechanism, provided with key locking from the outside and "panic" hardware on the inside, must be included with the plans.

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

(xii) Tenant shall supply the City, annually, a copy of its General Commercial Liability Insurance policy showing the City named as "additional insured".

5. Ratification. All terms of the Lease not amended hereby or not inconsistent herewith shall remain in full force and effect, and the Lease, as amended hereby, is hereby ratified by the parties.

6. Exhibits. The following exhibits are attached hereto and made a part hereof:
Exhibit A – *Legal Description of Original Lease Area*
Exhibit A-1 – *Legal Description of Lease Area as Amended*
Exhibit B – *Legal Description Gest Street*
Exhibit C – *Legal Description Baymiller Street*

[*Intentional Blank Space; Signature Pages Follow*]

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

CBT Partners, LLC,
an Ohio limited liability company

By: _____

Printed name: _____

Title: _____

Date: _____, 2021

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me on the ____ day of _____, 2021, by _____, the _____of CBT Partners, LLC, an Ohio limited liability company, on behalf of and for the company. This is an acknowledgement. No oath or affirmation was administered to the signer with regard to notarial act certified hereby.

_____

Notary Public

My commission expires: _____

[*City Signature Page Follows*]

CITY OF CINCINNATI,
an Ohio municipal corporation

By: _____

Printed name: _____

Title: _____

Date: _____, 2021

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me on the ____ day of _____, 2021, by _____, the _____of the City of Cincinnati, an Ohio municipal corporation, on behalf of and for the municipal corporation. This is an acknowledgement. No oath or affirmation was administered to the signer with regard to notarial act certified hereby.

_____

Notary Public

My commission expires: _____

Recommended By:

_____
Markiea Carter, Director
Department of Community and Economic Development

Approved By:

_____
John Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____
Fund/Code: _____
Amount: _____
By: _____
Karen Alder, City Finance Director

{00328874-5}

EXHIBIT A
to
First Amendment to Amended and Restated Lease Agreement

LEGAL DESCRIPTION OF ORIGINAL LEASE AREA

I. Parcel I

Description for: 10.2092 Acre Parcel
Location: City of Cincinnati, Ohio

Situated in Section 23, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, being all of Lots 1-7 of Culbertson Park Subdivision (west of Baymiller Street) as recorded in Deed Book V2, Page 3 of the Hamilton County Recorder's Office and being more particularly described as follows:

BEGINNING at the northeast corner of Lot 1 Culbertson Park Subdivision and at the intersection of south line of Mehring Way and the west line of Baymiller Street;

Thence along the west line of Baymiller Street, South 11°22'16" West, 691.13 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 27.06 feet and at 42.06 feet;

Thence along said low water mark the following three (3) courses:

1. North 52°38'07" West, 132.70 feet,
2. North 53°54'20" West, 532.79 feet,
3. North 56°38'41" West, 180.73 feet to the southeast corner of lands conveyed to Cincinnati Bulk Terminals, LLC as recorded in Official Record 12085, Page 1238;

Thence along the east line of Cincinnati Bulk Terminals, LLC, North 33°37'59" East, 587.93 feet to a set MAG nail at the northeast corner of Cincinnati Bulk Terminals, passing a set iron pin at 237.93 feet

Thence along the north line of Cincinnati Bulk Terminals the following three (3) courses:

1. North 52°20'17" West, 115.29 feet to a set MAG nail,
2. North 54°33'29" West, 31.68 feet to a set MAG nail,
3. North 69°41'51" West, 65.09 feet to a set MAG nail at the south east corner of the Baltimore and Ohio Rail Road;

Thence along the east line of the Baltimore and Ohio Railroad, North 33°37'59" East, 28.88 feet to a set iron pin in the aforementioned south line of the Mehring Way;

Thence along said south line, South 56°22'01" East, 230.46 feet to a set iron pin AND South 56°10'14" East, 563.17 feet to the **POINT OF BEGINNING**.

CONTAINING 10.2092 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on March 27, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on March 27 2020.

Being all of those lands conveyed to the City of Cincinnati in Deed Book 212, Page 588, Deed Book 1051, Page 183, Official Record 6432, Page 3205, and Official Record 9099, Page 6041. Further Identified as Auditors Parcels 138—0006-0010, 0012 thru 0030, 0201, 0214, 0236, 0240, 0241 and 0244.

II. Parcel II

Description for: 1.3483 Acre Parcel
Location: City of Cincinnati, Ohio

Situated in Section 23, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, being all of Lots 50-52 of Yeatman and Anderson's Subdivision as recorded in Deed Book 39, Page 554 of the Hamilton County Recorder's Office and being more particularly described as follows:

BEGINNING at the northwest corner of Lot 50 of Yeatman and Anderson's Subdivision and at the intersection of south line of Mehring Way and the East line of Gest Street;

Thence along the south line of Mehring Way, South 56°10'14" East, 91.00 feet to the northeast corner of Lot 52 of Yeatman and Anderson's Subdivision;

Thence leaving said south line along the east line of said lot 52, South 33°49'46" West, 644.20 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 25.00 feet and at 380.00 feet;

Thence along said low water mark, North 57°39'48" West, 91.03 feet the aforementioned east line of Gest Street;

Thence leaving said low water mark along the east line of Gest Street, North 33°49'46" East, 646.57 feet to the **POINT OF BEGINNING**, passing a set iron pin at 266.57 and at 621.57 feet.

CONTAINING 1.3483 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on March 27, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on March 27 2020

Being all of those lands conveyed to the City of Cincinnati in Official Record 6432, Page 3205 of the Hamilton County Recorder's Office. Further Identified Auditors Parcels 137-0002-0141 thru 0143.

III. Parcel III

Description for: 13.3723 Acre Parcel
Location: City of Cincinnati, Ohio

Situated in Section 23, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, being all of Lots 40-49 of Yeatman and Anderson's Subdivision as recorded in Deed Book 39, Page 554 and being all of Lots 1-9 of Culbertson Park Subdivision as recorded in Deed Book V2, Page 3 of the Hamilton County Recorder's Office and being more particularly described as follows:

BEGINNING at the northwest corner of Lot 9 of Culbertson Park Subdivision and at the intersection of south line of Mehring Way and the east line of Baymiller Street;

Thence along the south line of Mehring Way, South 56°10'14" East, 1033.94 feet to the northeast corner of Lot 49 of Yeatman & Anderson's Subdivision and at the intersection of the south line of Mehring Way and the west line of Gest Street;

Thence leaving said south line along said west line of Gest Street, South 33°49'46" West, 648.19 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 25.00 feet and at 385.00 feet;

Thence along said low water mark the following three courses:

1. North 57°39'48" West, 91.85 feet,
2. North 55°31'35" West, 647.09 feet,
3. North 52°38'07" West, 29.99 feet to the aforementioned east line of Baymiller Street;

Thence along the east line of Baymiller, North 11°22'16" East, 694.10 feet to the **POINT OF BEGINNING**, passing a set iron pin at 264.10 and at 667.05 feet.

CONTAINING 13.3723 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on March 27, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on March 27 2020.

Being all of those lands conveyed to the City of Cincinnati in Deed Book 212, Page 588, Deed Book 212, Page 590, Deed Book 1051, Page 183, Deed Book 3362, Page 769, Deed Book 3452, Page 585, Deed Book 3973, Page 314, Official Record 6432, Page 3205, Official Record 6696, Page 397, Official Record 6937, Page 2359, Official Record 8281, Page 1774 and Official Record 8679, Page 3417 of the Hamilton County Recorder's Office. Further Identified Auditors Parcels 137-0002-0103 thru 0140, 0152 thru 0154 and 0156.

IV. Parcel IV

Description for: 5.9983 Acre Parcel
Location: City of Cincinnati, Ohio

Situated in Section 23, 24, 29 and 30, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, and being more particularly described as follows:

COMMENCING at a point in the north line of lands conveyed to the Port of Cincinnati as recorded in Official Record 13178, Page 1750 of the Hamilton County Recorder's Office and at the intersection of the south line of Mehring Way and the west line of vacated Harriet Street; Thence along south line of Mehring Way the following six (6) courses: 1) North 07°07'47" East, 17.65 feet, 2) North 57°14'13" West, 83.14 feet, 3) South 07°07'47" West, 6.51 feet, 4) North 57°08'13" West, 66.52 feet, 5) North 71°32'13" West, 1042.94 feet, 5) North 58°52'07" West, 5.34 feet; Thence leaving said south line South 15°24' 45" West, 24.37 feet to a point in the east line of Cincinnati Southern Railroad Company; Thence leaving said east line North 64°17'03" West, 55.90 feet to a set iron pin in the west line of Cincinnati Southern Railroad Company and the **POINT OF BEGINNING**;

Thence along said west line, South 15°24'45" West, 378.23 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 150.00 feet;

Thence along said low water mark the following three (3) courses:

1. North 69°24'02" West, 186.37 feet,
2. North 75°55'57" West, 443.45 feet,
3. North 82°10'53" West, 38.10 feet to the southeast corner of lands conveyed to River Container Concepts as recorded in Official Record 11848, Page 1498 of the Hamilton County Recorder's Office;

Thence leaving said south line along the east line of River Container Concepts, North 11°33'40" East, 322.95 feet AND North 18°31'40" East, 87.38 feet to the south line of the Baltimore & Ohio Railroad;

Thence along the south line of the Baltimore & Ohio Railroad, South 71°54'15" East, 679.87 feet to a set iron pin, passing a set iron pin at 102.00 feet AND South 64°17'03" East, 4.59 feet
to the **POINT OF BEGINNING.**

CONTAINING 5.9983 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on March 27, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on March 27 2020.

Being all of those lands conveyed to the City of Cincinnati in Deed Book 147, Page 6, Deed Book 140, Page 3 and Deed Book 1900, Page 155 of the Hamilton County Recorder's Office. Further Identified as Auditors Parcels 141-0006-0014, 0023, and 0034.

V. Parcel V

Description for: 2.6732 Acre Parcel
Location: City of Cincinnati, Ohio

Situated in Section 23, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, and being more particularly described as follows:

COMMENCING at the intersection of the south line of Mehring Way and the south line of vacated West Fifth Street extended, thence South 33°37' 59" West, 103.57 feet to a set iron pin at the northwest corner of lands conveyed to Cincinnati Bulk Terminals, LLC as recorded in Official Record 12085, Page 1238 of the Hamilton County Recorder's Office and the **POINT OF BEGINNING**;

Thence along the west line of Cincinnati Bulk Terminals, LLC, South 33°37'59" West, 519.04 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 250.00 feet;

Thence along said low water mark, North 56°37'26" West, 117.68 feet to the south east corner of lands conveyed to CBT Acquisition, LLC as recorded in Official Record 9113, Page 5228;

Thence along the east line of CBT Acquisition, LLC, North 06°48'01" East, 511.63 feet to a set cross notch at the north east corner of CBT Acquisition, LLC and in the south line of the Baltimore & Ohio Railroad, passing a set iron pin at 306.63 feet;

Thence along the south line of the Baltimore & Ohio Railroad along a curve non-tangent to previous course deflecting to the left having a radius of 3887.00 feet, an arc length of 354.40 feet, central angle of 05°13'26", the chord of said arc bears South 66°36'52" East, 354.28 feet to the **POINT OF BEGINNING.**

CONTAINING 2.6732 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on March 27, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on March 27 2020.

Being all of those lands conveyed to the City of Cincinnati in Deed Book 212, Page 588, and Deed Book 1051, Page 183 of the Hamilton County Recorder's Office. Further Identified as Auditors Parcels 138-0004-0270, 0278 and 0281.

VI. Parcel VI

Description for: 9.2421 Acre Parcel
Location: City of Cincinnati, Ohio

Situated in Section 23 and 24, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, being part of Lots 21-29 of Israel Ludlow Subdivision as recorded in Deed Book R2, Page 9 of the Hamilton County Recorder's Office and being more particularly described as follows:

BEGINNING a set cross notch at the intersection of the south line of Mehring Way with the west line of vacate Harriet Street and in the north line of lands conveyed to the Port of Cincinnati as recorded in Official Record 13178, Page 1750;

Thence along said north line the following three (3) courses:

1. North 59°17'19" West, 81.79 feet to a set iron pin,
2. North 66°34'49" West, 65.23 feet to a set iron pin,
3. North 71°32'13" West, 127.91 feet to a set iron pin in at the northwest corner of Port of Cincinnati

Thence along the west line of Port of Cincinnati, South 07°07'47" West, 501.41 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 200.00 feet;

Thence along said low water mark the following four (4) courses:

1. North 61°58'39" West, 356.46 feet,
2. North 64°57'10" West, 218.51 feet,
3. North 63°15'23" West, 190.93 feet,
4. North 69°24'02" West, 211.77 feet;

Thence leaving said low water mark, North 15°24'47" East, 372.51 feet, to a set iron pine in the south line the Baltimore & Ohio Railroad, passing a set iron pin at 242.51 feet;

Thence along the south and east line of the Baltimore & Ohio Railroad, South 71°32'13" East, 242.83 feet to a set iron pin AND North 07°07'47" East, 25.51 feet to a set iron pin in the aforementioned south line of Mehring Way;

Thence along said south line, South 71°32'13" East, 129.52 feet to a set iron pin in the west line of the Baltimore & Ohio Railroad;

Thence along the west, south and east lines of Baltimore & Ohio Railroad the following three (3) courses:

1. South 07°07'47" West, 25.51 feet to a set iron pin,
2. South 71°32'13" East, 259.04 feet to a set iron pin,
3. North 07°07'47" East, 25.51 feet to a set iron pin in the aforementioned south line of Mehring Way;

Thence along said south line the following five (5) courses:

1. South 71°32'13" East, 389.69 feet to a set iron pin,
2. South 57°08'13" East, 66.52 feet to set iron pin,
3. North 07°07'47" East, 6.51 feet to a set iron pin,
4. South 57°14'13" East, 83.14 feet to a set cross notch,
5. South 07°07'47" West, 17.65 feet to the **POINT OF BEGINNING**

CONTAINING 9.2421 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on March 27, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on March 27 2020.

Being all of those lands conveyed to the City of Cincinnati in Deed Book 212, Page 588, Deed Book 1051, Page 183, Deed Book 2219, Page 587, Registered Land Document 60695 (RL Cert 14910) and Official Record 9688, Page 3066 of the Hamilton County Recorder's Office. Further Identified as part of Auditors Parcels 140-0003-00120, 0123, 0124, 0131-0133, 0154, 0162 and 0163.

VII. Parcel VII

Description for: 3.0133 Acre Parcel
Location: City of Cincinnati, Ohio

Situated in Section 23, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, and being more particularly described as follows:

COMMENCING at point in the north line of lands conveyed to Port of Cincinnati as recorded in Official Record 13178, Page 1750 of the Hamilton County Recorder's Office and at the intersection of the south line of Mehring Way and the east line of vacated Harriet Street; Thence along south line of Mehring Way, South 57°04'25" East, 88.18 feet to a set cross notch and the **POINT OF BEGINNING**;

Thence along said south line, South 57°04'25" East, 50.49 feet to a set cross notch AND South 60°42'49" East, 158.21 feet to a set cross notch in the west line of the Baltimore & Ohio Railroad;

Thence along the west and south line of Baltimore & Ohio Railroad the following three (3) courses:

1. South 06°48'01" West, 15.19 feet to a set cross notch,
2. South 58°48'17" East, 138.57 feet to a set cross notch,
3. along a curve non-tangent to previous course deflecting to the left having a radius of 3887.00 feet, an arc length of 276.97 feet, central angle of 04°04'58" the chord of said arc bears South 60°57'16" East, 276.92 feet to a set cross notch at the northwest corner of lands conveyed to CBT Acquisitions, LLC as recorded in Official Record 9113, Page 5228;

Thence South 06°48'01" West, 507.42 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 198.00 feet;

Thence along said low water mark, North 60°35'18" West, 277.65 feet to the southeast corner of lands conveyed to GMS Acquisition Corp., LLC as recorded in Official Record 9687, Page 447;

Thence along the east line of GMS Acquisition Corp., LLC, North 06°48'01" East, 499.53 feet to a set cross notch at the north east corner of said GMS Acquisition Corp., LLC, passing a set iron pin at 342.53 feet;

Thence along the north line of said GMS Acquisition Corp., LLC along a curve non-tangent to previous course deflecting to the right having a radius of 1161.28 feet, an arc length of 83.93 feet, central angle of 04°08'28", the chord of said arc bears North 57°53'19" West, 83.91 feet to a set cross notch AND North 55°49'06" West, 272.37 feet to the **POINT OF BEGINNING.**

CONTAINING 3.0133 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on March 27, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on March 27 2020.

Being all of those lands conveyed to the City of Cincinnati in Deed Book 212, Page 588, Deed Book 1051, Page 183, Deed Book 2441, Page 572, Deed Book 2219, Page 627 and Deed Book 2441, Page 241 of the Hamilton County Recorder's Office. Further Identified as Auditors Parcels 140-0001-0003 and 0186 thru 0188 and Parcels 138-0004-0277 and 0282.

EXHIBIT A-1
to
First Amendment to Amended and Restated Lease Agreement

LEGAL DESCRIPTION OF LEASE AREA AS AMENDED

I. Parcel I

Description for: 10.2092 Acre Parcel
Location: City of Cincinnati, Ohio

Situated in Section 23, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, being all of Lots 1-7 of Culbertson Park Subdivision (west of Baymiller Street) as recorded in Deed Book V2, Page 3 of the Hamilton County Recorder's Office and being more particularly described as follows:

BEGINNING at the northeast corner of Lot 1 Culbertson Park Subdivision and at the intersection of south line of Mehring Way and the west line of Baymiller Street;

Thence along the west line of Baymiller Street, South 11°22'16" West, 691.13 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 27.06 feet and at 42.06 feet;

Thence along said low water mark the following three (3) courses:

1. North 52°38'07" West, 132.70 feet,
2. North 53°54'20" West, 532.79 feet,
3. North 56°38'41" West, 180.73 feet to the southeast corner of lands conveyed to Cincinnati Bulk Terminals, LLC as recorded in Official Record 12085, Page 1238;

Thence along the east line of Cincinnati Bulk Terminals, LLC, North 33°37'59" East, 587.93 feet to a set MAG nail at the northeast corner of Cincinnati Bulk Terminals, passing a set iron pin at 237.93 feet

Thence along the north line of Cincinnati Bulk Terminals the following three (3) courses:

1. North 52°20'17" West, 115.29 feet to a set MAG nail,
2. North 54°33'29" West, 31.68 feet to a set MAG nail,
3. North 69°41'51" West, 65.09 feet to a set MAG nail at the south east corner of the Baltimore and Ohio Rail Road;

Thence along the east line of the Baltimore and Ohio Railroad, North 33°37'59" East, 28.88 feet to a set iron pin in the aforementioned south line of the Mehring Way;

Thence along said south line, South 56°22'01" East, 230.46 feet to a set iron pin AND South 56°10'14" East, 563.17 feet to the **POINT OF BEGINNING**.

CONTAINING 10.2092 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on March 27, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on March 27 2020.

Being all of those lands conveyed to the City of Cincinnati in Deed Book 212, Page 588, Deed Book 1051, Page 183, Official Record 6432, Page 3205, and Official Record 9099, Page 6041. Further Identified as Auditors Parcels 138—0006-0010, 0012 thru 0030, 0201, 0214, 0236, 0240, 0241 and 0244.

II. Parcel II

Description for: 1.3483 Acre Parcel
Location: City of Cincinnati, Ohio

Situated in Section 23, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, being all of Lots 50-52 of Yeatman and Anderson's Subdivision as recorded in Deed Book 39, Page 554 of the Hamilton County Recorder's Office and being more particularly described as follows:

BEGINNING at the northwest corner of Lot 50 of Yeatman and Anderson's Subdivision and at the intersection of south line of Mehring Way and the East line of Gest Street;

Thence along the south line of Mehring Way, South 56°10'14" East, 91.00 feet to the northeast corner of Lot 52 of Yeatman and Anderson's Subdivision;

Thence leaving said south line along the east line of said lot 52, South 33°49'46" West, 644.20 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 25.00 feet and at 380.00 feet;

Thence along said low water mark, North 57°39'48" West, 91.03 feet the aforementioned east line of Gest Street;

Thence leaving said low water mark along the east line of Gest Street, North 33°49'46" East, 646.57 feet to the **POINT OF BEGINNING**, passing a set iron pin at 266.57 and at 621.57 feet.

CONTAINING 1.3483 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on March 27, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on March 27 2020

Being all of those lands conveyed to the City of Cincinnati in Official Record 6432, Page 3205 of the Hamilton County Recorder's Office. Further Identified Auditors Parcels 137-0002-0141 thru 0143.

III. Parcel III

Description for: 13.3723 Acre Parcel
Location: City of Cincinnati, Ohio

Situated in Section 23, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, being all of Lots 40-49 of Yeatman and Anderson's Subdivision as recorded in Deed Book 39, Page 554 and being all of Lots 1-9 of Culbertson Park Subdivision as recorded in Deed Book V2, Page 3 of the Hamilton County Recorder's Office and being more particularly described as follows:

BEGINNING at the northwest corner of Lot 9 of Culbertson Park Subdivision and at the intersection of south line of Mehring Way and the east line of Baymiller Street;

Thence along the south line of Mehring Way, South 56°10'14" East, 1033.94 feet to the northeast corner of Lot 49 of Yeatman & Anderson's Subdivision and at the intersection of the south line of Mehring Way and the west line of Gest Street;

Thence leaving said south line along said west line of Gest Street, South 33°49'46" West, 648.19 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 25.00 feet and at 385.00 feet;

Thence along said low water mark the following three courses:

1. North 57°39'48" West, 91.85 feet,
2. North 55°31'35" West, 647.09 feet,
3. North 52°38'07" West, 29.99 feet to the aforementioned east line of Baymiller Street;

Thence along the east line of Baymiller, North 11°22'16" East, 694.10 feet to the **POINT OF BEGINNING**, passing a set iron pin at 264.10 and at 667.05 feet.

CONTAINING 13.3723 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on March 27, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on March 27 2020.

Being all of those lands conveyed to the City of Cincinnati in Deed Book 212, Page 588, Deed Book 212, Page 590, Deed Book 1051, Page 183, Deed Book 3362, Page 769, Deed Book 3452, Page 585, Deed Book 3973, Page 314, Official Record 6432, Page 3205, Official Record 6696, Page 397, Official Record 6937, Page 2359, Official Record 8281, Page 1774 and Official Record 8679, Page 3417 of the Hamilton County Recorder's Office. Further Identified Auditors Parcels 137-0002-0103 thru 0140, 0152 thru 0154 and 0156.

IV. Parcel IV

Description for: 5.9983 Acre Parcel
Location: City of Cincinnati, Ohio

Situated in Section 23, 24, 29 and 30, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, and being more particularly described as follows:

COMMENCING at a point in the north line of lands conveyed to the Port of Cincinnati as recorded in Official Record 13178, Page 1750 of the Hamilton County Recorder's Office and at the intersection of the south line of Mehring Way and the west line of vacated Harriet Street; Thence along south line of Mehring Way the following six (6) courses: 1) North 07°07'47" East, 17.65 feet, 2) North 57°14'13" West, 83.14 feet, 3) South 07°07'47" West, 6.51 feet, 4) North 57°08'13" West, 66.52 feet, 5) North 71°32'13" West, 1042.94 feet, 5) North 58°52'07" West, 5.34 feet; Thence leaving said south line South 15°24' 45" West, 24.37 feet to a point in the east line of Cincinnati Southern Railroad Company; Thence leaving said east line North 64°17'03" West, 55.90 feet to a set iron pin in the west line of Cincinnati Southern Railroad Company and the **POINT OF BEGINNING**;

Thence along said west line, South 15°24'45" West, 378.23 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 150.00 feet;

Thence along said low water mark the following three (3) courses:

1. North 69°24'02" West, 186.37 feet,
2. North 75°55'57" West, 443.45 feet,
3. North 82°10'53" West, 38.10 feet to the southeast corner of lands conveyed to River Container Concepts as recorded in Official Record 11848, Page 1498 of the Hamilton County Recorder's Office;

Thence leaving said south line along the east line of River Container Concepts, North 11°33'40" East, 322.95 feet AND North 18°31'40" East, 87.38 feet to the south line of the Baltimore & Ohio Railroad;

Thence along the south line of the Baltimore & Ohio Railroad, South 71°54'15" East, 679.87 feet to a set iron pin, passing a set iron pin at 102.00 feet AND South 64°17'03" East, 4.59 feet
to the **POINT OF BEGINNING.**

CONTAINING 5.9983 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on March 27, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on March 27 2020.

Being all of those lands conveyed to the City of Cincinnati in Deed Book 147, Page 6, Deed Book 140, Page 3 and Deed Book 1900, Page 155 of the Hamilton County Recorder's Office. Further Identified as Auditors Parcels 141-0006-0014, 0023, and 0034.

V. Parcel V

Description for: 2.6732 Acre Parcel
Location: City of Cincinnati, Ohio

Situated in Section 23, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, and being more particularly described as follows:

COMMENCING at the intersection of the south line of Mehring Way and the south line of vacated West Fifth Street extended, thence South 33°37' 59" West, 103.57 feet to a set iron pin at the northwest corner of lands conveyed to Cincinnati Bulk Terminals, LLC as recorded in Official Record 12085, Page 1238 of the Hamilton County Recorder's Office and the **POINT OF BEGINNING**;

Thence along the west line of Cincinnati Bulk Terminals, LLC, South 33°37'59" West, 519.04 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 250.00 feet;

Thence along said low water mark, North 56°37'26" West, 117.68 feet to the south east corner of lands conveyed to CBT Acquisition, LLC as recorded in Official Record 9113, Page 5228;

Thence along the east line of CBT Acquisition, LLC, North 06°48'01" East, 511.63 feet to a set cross notch at the north east corner of CBT Acquisition, LLC and in the south line of the Baltimore & Ohio Railroad, passing a set iron pin at 306.63 feet;

Thence along the south line of the Baltimore & Ohio Railroad along a curve non-tangent to previous course deflecting to the left having a radius of 3887.00 feet, an arc length of 354.40 feet, central angle of 05°13'26", the chord of said arc bears South 66°36'52" East, 354.28 feet to the **POINT OF BEGINNING.**

CONTAINING 2.6732 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on March 27, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on March 27 2020.

Being all of those lands conveyed to the City of Cincinnati in Deed Book 212, Page 588, and Deed Book 1051, Page 183 of the Hamilton County Recorder's Office. Further Identified as Auditors Parcels 138-0004-0270, 0278 and 0281.

VI. Parcel VI

Description for: 9.2421 Acre Parcel
Location: City of Cincinnati, Ohio

Situated in Section 23 and 24, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, being part of Lots 21-29 of Israel Ludlow Subdivision as recorded in Deed Book R2, Page 9 of the Hamilton County Recorder's Office and being more particularly described as follows:

BEGINNING a set cross notch at the intersection of the south line of Mehring Way with the west line of vacate Harriet Street and in the north line of lands conveyed to the Port of Cincinnati as recorded in Official Record 13178, Page 1750;

Thence along said north line the following three (3) courses:

1. North 59°17'19" West, 81.79 feet to a set iron pin,
2. North 66°34'49" West, 65.23 feet to a set iron pin,
3. North 71°32'13" West, 127.91 feet to a set iron pin in at the northwest corner of Port of Cincinnati

Thence along the west line of Port of Cincinnati, South 07°07'47" West, 501.41 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 200.00 feet;

Thence along said low water mark the following four (4) courses:

1. North 61°58'39" West, 356.46 feet,
2. North 64°57'10" West, 218.51 feet,
3. North 63°15'23" West, 190.93 feet,
4. North 69°24'02" West, 211.77 feet;

Thence leaving said low water mark, North 15°24'47" East, 372.51 feet, to a set iron pine in the south line the Baltimore & Ohio Railroad, passing a set iron pin at 242.51 feet;

Thence along the south and east line of the Baltimore & Ohio Railroad, South 71°32'13" East, 242.83 feet to a set iron pin AND North 07°07'47" East, 25.51 feet to a set iron pin in the aforementioned south line of Mehring Way;

Thence along said south line, South 71°32'13" East, 129.52 feet to a set iron pin in the west line of the Baltimore & Ohio Railroad;

Thence along the west, south and east lines of Baltimore & Ohio Railroad the following three (3) courses:

1. South 07°07'47" West, 25.51 feet to a set iron pin,
2. South 71°32'13" East, 259.04 feet to a set iron pin,
3. North 07°07'47" East, 25.51 feet to a set iron pin in the aforementioned south line of Mehring Way;

Thence along said south line the following five (5) courses:

1. South 71°32'13" East, 389.69 feet to a set iron pin,
2. South 57°08'13" East, 66.52 feet to set iron pin,
3. North 07°07'47" East, 6.51 feet to a set iron pin,
4. South 57°14'13" East, 83.14 feet to a set cross notch,
5. South 07°07'47" West, 17.65 feet to the **POINT OF BEGINNING**

CONTAINING 9.2421 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on March 27, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on March 27 2020.

Being all of those lands conveyed to the City of Cincinnati in Deed Book 212, Page 588, Deed Book 1051, Page 183, Deed Book 2219, Page 587, Registered Land Document 60695 (RL Cert 14910) and Official Record 9688, Page 3066 of the Hamilton County Recorder's Office. Further Identified as part of Auditors Parcels 140-0003-00120, 0123, 0124, 0131-0133, 0154, 0162 and 0163.

VII. Parcel VII

Description for: 3.0133 Acre Parcel
Location: City of Cincinnati, Ohio

Situated in Section 23, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, and being more particularly described as follows:

COMMENCING at point in the north line of lands conveyed to Port of Cincinnati as recorded in Official Record 13178, Page 1750 of the Hamilton County Recorder's Office and at the intersection of the south line of Mehring Way and the east line of vacated Harriet Street; Thence along south line of Mehring Way, South 57°04'25" East, 88.18 feet to a set cross notch and the **POINT OF BEGINNING**;

Thence along said south line, South 57°04'25" East, 50.49 feet to a set cross notch AND South 60°42'49" East, 158.21 feet to a set cross notch in the west line of the Baltimore & Ohio Railroad;

Thence along the west and south line of Baltimore & Ohio Railroad the following three (3) courses:

1. South 06°48'01" West, 15.19 feet to a set cross notch,
2. South 58°48'17" East, 138.57 feet to a set cross notch,
3. along a curve non-tangent to previous course deflecting to the left having a radius of 3887.00 feet, an arc length of 276.97 feet, central angle of 04°04'58" the chord of said arc bears South 60°57'16" East, 276.92 feet to a set cross notch at the northwest corner of lands conveyed to CBT Acquisitions, LLC as recorded in Official Record 9113, Page 5228;

Thence South 06°48'01" West, 507.42 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 198.00 feet;

Thence along said low water mark, North 60°35'18" West, 277.65 feet to the southeast corner of lands conveyed to GMS Acquisition Corp., LLC as recorded in Official Record 9687, Page 447;

Thence along the east line of GMS Acquisition Corp., LLC, North 06°48'01" East, 499.53 feet to a set cross notch at the north east corner of said GMS Acquisition Corp., LLC, passing a set iron pin at 342.53 feet;

Thence along the north line of said GMS Acquisition Corp., LLC along a curve non-tangent to previous course deflecting to the right having a radius of 1161.28 feet, an arc length of 83.93 feet, central angle of 04°08'28", the chord of said arc bears North 57°53'19" West, 83.91 feet to a set cross notch AND North 55°49'06" West, 272.37 feet to the **POINT OF BEGINNING.**

CONTAINING 3.0133 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on March 27, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on March 27 2020.

Being all of those lands conveyed to the City of Cincinnati in Deed Book 212, Page 588, Deed Book 1051, Page 183, Deed Book 2441, Page 572, Deed Book 2219, Page 627 and Deed Book 2441, Page 241 of the Hamilton County Recorder's Office. Further Identified as Auditors Parcels 140-0001-0003 and 0186 thru 0188 and Parcels 138-0004-0277 and 0282.

VIII. Parcel VIII

Situated in Section 23, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, being part Gest Street, formally known as Mill Street, as shown on Yeatmam and Anderson's Subdivision as recorded in Deed Book 39, Page 554 of the Hamilton County Recorder's Office and being more particularly described as follows:

BEGINNING at a set iron pin in the east line of Gest Street, said iron pin being South 33°49'46" West, 25.00 feet from the northwest corner of Lot 50 of Yeatman and Anderson's Subdivision and at the intersection of south line of Mehring Way with the east line of Gest Street;

Thence along said east line, South 33°49'46" West, 621.63 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 355.00 feet;

Thence along said low water mark, North 57°39'48" West, 60.02 feet to the west line of Gest Street;

Thence along said west line, North 33°49'46" East, 623.19 feet to a set iron pin, passing a set iron pin at 263.19 feet;

Thence leaving said west line, South 56°10'14" East, 60.00 feet to the **POINT OF BEGINNING.**

CONTAINING 0.8573 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on April 1, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on April 1, 2020

Being part of Gest Street, formerly known as Mill Street, of Yeatmam and Anderson's Subdivision as recorded in Deed Book 39, Page 554 of the Hamilton County Recorder's Office.

Gerard J. Berding — April 1, 2020
Gerard J. Berding, P.S. 6880 — Date

STATE OF OHIO
GERARD J. BERDING
6880
REGISTERED
PROFESSIONAL SURVEYOR

IX. Parcel IX

Situated in Section 23, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, being part of Baymiller Street, formerly known as Wood Street, of Culbertson Park Subdivision as recorded in Deed Book V2, Page 3 of the Hamilton County Recorder's Office and being more particularly described as follows:

BEGINNING at a set iron pin in the west line of Baymiller Street, said iron pin being South 11°22'16" West, 27.06 feet from the northeast corner of Lot 1 Culbertson Park Subdivision and the intersection of the south line of Mehring Way and the west line of Baymiller Street;

Thence leaving said west line, South 56°11'02" East, 43.28 feet to set iron pin in the east line of Baymiller Street;

Thence along the east line of Baymiller Street, South 11°22'16" West, 667.05 to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 402.95 feet;

Thence along said low water mark, North 52°38'07" West, 44.50 feet to the aforementioned west line of Baymiller Street;

Thence along said west line, North 11°22'16" East, 664.07 feet to the **POINT OF BEGINNING**, passing a set iron pin at 269.07 feet

CONTAINING 0.6112 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on April 1, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on April 1, 2020.

Being part of Baymiller Street, formerly known as Wood Street, of Culbertson Park Subdivision as recorded in Deed Book V2, Page 3 of the Hamilton County Recorder's Office.

Gerard J. Berding — April 1, 2020

Gerard J. Berding, P.S. 6880 — Date

STATE OF OHIO
GERARD J. BERDING 6880
REGISTERED PROFESSIONAL SURVEYOR

Exhibit B
to
First Amendment to Amended and Restated Lease

LEGAL DESCRIPTION GEST STREET

Situated in Section 23, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, being part Gest Street, formally known as Mill Street, as shown on Yeatmam and Anderson's Subdivision as recorded in Deed Book 39, Page 554 of the Hamilton County Recorder's Office and being more particularly described as follows:

BEGINNING at a set iron pin in the east line of Gest Street, said iron pin being South 33°49'46" West, 25.00 feet from the northwest corner of Lot 50 of Yeatman and Anderson's Subdivision and at the intersection of south line of Mehring Way with the east line of Gest Street;

Thence along said east line, South 33°49'46" West, 621.63 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 355.00 feet;

Thence along said low water mark, North 57°39'48" West, 60.02 feet to the west line of Gest Street;

Thence along said west line, North 33°49'46" East, 623.19 feet to a set iron pin, passing a set iron pin at 263.19 feet;

Thence leaving said west line, South 56°10'14" East, 60.00 feet to the **POINT OF BEGINNING.**

CONTAINING 0.8573 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on April 1, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on April 1, 2020

Being part of Gest Street, formerly known as Mill Street, of Yeatmam and Anderson's Subdivision as recorded in Deed Book 39, Page 554 of the Hamilton County Recorder's Office.

Gerard J. Berding — April 1, 2020
Gerard J. Berding, P.S. 6880 — Date

STATE OF OHIO
GERARD J. BERDING
6880
REGISTERED
PROFESSIONAL SURVEYOR

Exhibit C
to
First Amendment to Amended and Restated Lease

LEGAL DESCRIPTION BAYMILLER STREET

Situated in Section 23, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, being part of Baymiller Street, formerly known as Wood Street, of Culbertson Park Subdivision as recorded in Deed Book V2, Page 3 of the Hamilton County Recorder's Office and being more particularly described as follows:

BEGINNING at a set iron pin in the west line of Baymiller Street, said iron pin being South 11°22'16" West, 27.06 feet from the northeast corner of Lot 1 Culbertson Park Subdivision and the intersection of the south line of Mehring Way and the west line of Baymiller Street;

Thence leaving said west line, South 56°11'02" East, 43.28 feet to set iron pin in the east line of Baymiller Street;

Thence along the east line of Baymiller Street, South 11°22'16" West, 667.05 to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 402.95 feet;

Thence along said low water mark, North 52°38'07" West, 44.50 feet to the aforementioned west line of Baymiller Street;

Thence along said west line, North 11°22'16" East, 664.07 feet to the **POINT OF BEGINNING**, passing a set iron pin at 269.07 feet

CONTAINING 0.6112 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on April 1, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on April 1, 2020.

Being part of Baymiller Street, formerly known as Wood Street, of Culbertson Park Subdivision as recorded in Deed Book V2, Page 3 of the Hamilton County Recorder's Office.

Gerard J. Berding — April 1, 2020
Gerard J. Berding, P.S. 6880 — Date

STATE OF OHIO
GERARD J. BERDING 6880
REGISTERED PROFESSIONAL SURVEYOR

[SPACE ABOVE FOR RECORDER'S USE]

GRANT OF ENCROACHMENT EASEMENT

(aerial encroachment over and across Mehring Way)

This Grant of Encroachment Easement is granted as of the Effective Date (as defined on the signature page hereof) by the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), in favor of (i) **CBT Partners, LLC**, an Ohio limited liability company ("**CBT**"), and (ii) **Mehring Investors, LLC**, an Ohio limited liability company ("**MI**"), the address for each of which is 895 Mehring Way, Cincinnati, Ohio 45203 (CBT and MI are each individually and collectively, "**Grantee**").

Recitals:

A. By virtue of a certain *Amended and Restated Lease Agreement* dated June 18, 2020 (as amended, the "**Lease**"), CBT leases from the City certain real property generally located south of Mehring Way and east of Mill Creek, as more particularly described on Exhibit A (*Legal Description – Benefitted Property*) and depicted on Exhibit B (*Survey Plat*) hereto (the "**CBT Property**"); and MI owns certain real property generally located north of Mehring Way, as more particularly described on Exhibit A as the "**MI Property**" (collectively, the CBT Property and MI Property is the "**Benefitted Property**").

B. The City owns the adjoining Mehring Way public right-of-way, which is under the management and control of the City's Department of Transportation and Engineering ("**DOTE**").

C. Grantee has requested the City to grant an aerial encroachment easement to construct an improvement that will encroach over and across a portion of the Mehring Way right-of-way, namely, an aerial conveyor (the "**Improvement**").

D. The City Manager, in consultation with DOTE, has determined that (i) the encroachment easement will not have an adverse effect on the City's retained interest in the Mehring Way public right-of-way, and (ii) granting the easement will not have an adverse effect on the usability or accessibility of any existing West Mehring Way public right-of-way facilities.

E. The City's Real Estate Services Division has determined that the fair market value of the encroachment easement, as determined by appraisal, is $8,250, which has been deposited with the Real Estate Services Division.

F. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the encroachment easement at its meeting on December 18, 2020.

G. Cincinnati City Council approved the encroachment easement by Ordinance No. ___-2021, passed on _____, 2021.

NOW THEREFORE, the parties do hereby agree as follows:

1. Grant of Encroachment Easement. The City does hereby grant to Grantee, on the terms and conditions set forth herein, as an appurtenance to and for the benefit of the Benefitted Property, a non-exclusive aerial encroachment easement to construct, maintain, operate, repair, reconstruct, replace, and remove the Improvement over and across the Mehring Way public right-of-way, as more particularly depicted on Exhibit C (*Easement Plat*) hereto (the "**Aerial Conveyor Easement**" or "**Aerial Conveyor Easement Area**", as applicable). Grantee shall not make any modifications to the Improvement without the City's prior written consent. Notwithstanding anything herein to the contrary, the Aerial Conveyor Easement shall automatically terminate upon (i) the complete demolition of the Improvement's support structure, except if such demolition is merely a temporary step in rebuilding the support structure as a result of a casualty or otherwise; (ii) any permanent alteration by Grantee that entails the elimination of the Improvement within the Aerial Conveyor Easement Area such that the Aerial Conveyor Easement would be rendered unnecessary; (iii) upon written notice from the City, if the City determines that it needs the Aerial Conveyor Easement Area, or any portion thereof for a municipal purpose, including, without limitation to the implementation of Americans with Disabilities Act ("**ADA**") regulations compliance or accessibility standards; (iv) or upon written notice from the City if the City determines that the Improvement is creating a public safety issue, such as noncompliance with ADA accessibility regulations, contributing to adverse impacts on the usability or accessibility of any public right-of-way facilities.

2. Construction, Maintenance, and Repairs.

(A) The Improvement shall be constructed and maintained in accordance with the plans and specifications approved by DOTE, and in accordance with applicable code standards. Once installed, Grantee shall not make any enlargements or other modifications to the Improvement without DOTE's prior written consent.

(B) The parties hereby acknowledge that a portion of the Improvements within the Aerial Conveyor Easement Area crosses the centerline of Mehring Way. As a material inducement for the City to grant to Grantee the Aerial Encroachment Easement, Grantee shall provide the City with an attorney's certificate of title certifying the names of all abutters to the Aerial Conveyor Easement Area, and the consent of those abutters in a form acceptable to the City. Notwithstanding the foregoing, Grantee shall defend (with counsel acceptable to the City, in the City's sole and absolute discretion), indemnify, and hold the City harmless from and against any and all claims, actions, losses, costs (including, without limitation, attorneys' fees), liability and damages suffered or incurred by, or asserted against, the City arising from this *Grant of Encroachment Easement*, including, without limitation to, the construction, maintenance, repair, use, or other activities associated with the Improvement.

(C) Following installation, at no cost to the City, Grantee shall maintain the Improvement in a continuous state of good and safe condition and repair. Grantee acknowledges that there may be existing easements, utility lines, and related facilities in the vicinity of the Aerial Encroachment Easement Area ("**Third-Party Utility Lines**"). In connection with Grantee's construction, maintenance, repair, and use of the Improvement, Grantee shall not interfere with the access of utility companies to maintain and repair the Third-Party Utility Lines and shall, at Grantee's expense, promptly repair any and all damage to Third-Party Utility Lines caused by Grantee, their agents, employees, contractors, subcontractors, tenants, licensees, or invitees. Any relocation of Third-Party Utility Lines necessitated by the construction, maintenance, or repair of the Improvement under this instrument shall be handled entirely at Grantee's expense. All activities undertaken by Grantee under this instrument shall be in compliance with all applicable codes, laws, and other governmental standards, policies, guidelines and requirements

3. Insurance; Indemnification. At all times during which Grantee is undertaking construction activities within the Aerial Conveyor Easement Area, and in addition to whatever other insurance and bond requirements as the City may from time to time require, Grantee shall maintain or cause to be maintained a policy of Commercial General Liability insurance, with an insurance company reasonably acceptable to the City and naming the City as an additional insured, in an amount not less than $1,000,000 per occurrence, combined single limit/$1,000,000 aggregate, or in such greater amount as the City may from time to time require. Grantee shall furnish to the City a certificate of insurance evidencing such insurance upon the City's request and, in any event, prior to undertaking any construction activities within the Aerial Conveyor Easement Area. Grantee hereby waives all claims and rights of recovery against the City, and on behalf of Grantee's insurers, rights of subrogation, in connection with any damage to the Improvement, no matter how caused. Grantee shall defend (with counsel reasonably acceptable to the City), indemnify, and hold the City harmless from and against any and all claims, actions, losses, costs (including without limitation reasonable attorneys fees), liability and damages suffered or incurred by, or asserted against, the City in connection with the construction, maintenance, repair or other matters associated with the Improvement.

4. Covenants Running with the Land. The provisions hereof shall run with the land and shall be binding upon and inure to the benefit of the City and Grantee and Grantee's successors-in-interest with respect to the Benefitted Property.

5. Coordinated Report Conditions (CR #42-2020). The following additional conditions shall apply:

(A) Metropolitan Sewer District of Greater Cincinnati ("MSDGC"):

(i) MSDGC access shall be maintained at all times for the operations and maintenance of MSDGC sewers and structures within right-of-way within or near the proposed Improvement. MSDGC will need to be notified prior to the start of any construction activities to coordinate MSDGC CSO inspection and maintenance activities and any scheduled sewer maintenance activities.

(ii) A MSDGC Excavation/Fill permit as well as bond will be necessary for any construction, construction traffic, earthwork, or any other construction activity over existing sewers and within the project's construction area prior to construction. Additional requirements will be established by the permit (such as verification and usage of existing or abandoned building services to sewers through dye testing, pre- and post- construction CCTVing, etc) depending on the final project plan. No additional loading may be exerted on existing MSDGC sewers as the result of structures being proposed and geotechnical/structural design calculations will be required for MSDGC review.

(iii) Project plans should be submitted to MSDGC through the utility review process during the Project's planning and design phases. Comments provided herein in response to this CR herein do not necessarily constitute a utility, design, or permit review. Contact MSDUtilityReview@cincinnati-oh.gov for existing combined or sanitary sewer information. Additionally: [a] Minimum clearance from existing ground surfaces to any proposed overhead structure is 13.5.' At locations where proposed overhead structures cross over existing MSDGC sewers and structures, sections of proposed overhead structure and conveyor system should be designed as removable to address sewer maintenance or repair activities necessitating excavation and shoring activities, and [b] drawings should show in plan and profile the relation of proposed overhead structures, columns, foundations, footers, piers, pile caps, or piles and any other permanent structure proposed with dimensions and elevations in relation to existing sewers.

(B) Greater Cincinnati Water Works: [intentionally omitted]

(C) Duke Energy:

(i) Duke Energy Land Services has an overhead 138 KV and 69KV transmission conductor all along the CBT Property. Duke Energy Land Services must maintain access to such facilities at all times.

(ii) Duke Energy Gas has IP main along Mehring Way, and Duke Energy Gas must maintain access to such facilities at all times.

(D) Cincinnati Bell Telephone: All existing underground telephone facilities at the CBT Property and Mehring Way must remain in place, in service, and able to be accessed. Any damage to such facilities or any work done to relocate such facilities as a result of the construction of the Improvements shall be done at Grantee's sole cost and expense.

(E) Department of Public Services: Grantee shall install signage delineating the height of the Improvement above the roadway. Such signage should be placed clearly for viewing during inclement weather using reflective paint and should be displayed on both sides of the Improvement itself and posted on signage at a reasonable distance along the roadside. Illumination of the signage is not required but preferred so drivers utilizing the roadway see the obstacle.

(F) Department of Transportation and Engineering:

(i) No permanent removal, or construction of any permanent structure or utility may take place in the right-of-way without written permission from the City or utility company, and shall be consistent with drawings approved by DOTE.

(ii) The Improvement shall be designed in accordance with the AASHTO Manual of Bridge Design, current addition. Detailed drawings and design calculations, signed and sealed by a professional engineer in the State of Ohio, need to be submitted and approved by City Structures.

(iii) Grantee is responsible for maintenance of the pavement, curb, and sidewalk.

(iv) DOTE's preferred minimum clearance under the Improvement and over the roadway shall be 18 feet.

(v) All supports related to the Improvement shall be constructed outside the right-of-way.

(vi) Grantee shall perform an annual structural inspection of the Improvement in accordance with National Bridge Inspection Standards and the Ohio Department of Transportation Manual of Bridge Inspection. A copy of such report shall be filed with the City Department of Transportation within 30 days of the date of inspection.

(vii) [intentionally omitted].

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

(ix) Grantee shall supply the City, annually, a copy of its General Commercial Liability Insurance policy showing the City named as "additional insured".

6. Exhibits. The following exhibits are attached hereto and made a part hereof:
Exhibit A – *Legal Description - Benefitted Property*
Exhibit B –*Survey Plat*
Exhibit C –*Easement Plat*

Executed by the parties on the respective date of acknowledgement listed below, effective as the later of such dates (the "**Effective Date**").

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____, the _____ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

_____
Notary Public
My commission expires: _____

Approved by:

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

Approved as to Form by:

_____
Assistant City Solicitor

[*CBT Signature Page Follows*]

ACCEPTED AND AGREED TO BY:

CBT Partners, LLC,
an Ohio limited liability company

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 **CBT 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: _____

[*MI Signature Page Follows*]

Mehring Investors, LLC,
an Ohio limited liability company

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 **Mehring Investors, 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: _____

This instrument prepared by:
City of Cincinnati Law Department
801 Plum Street, Suite 214
Cincinnati, OH 45202

EXHIBIT A

to Grant of Encroachment Easement

LEGAL DESCRIPTION - BENEFITTED PROPERTY

CBT Property

Description for: 10.2092 Acre Parcel
Location: City of Cincinnati, Ohio

Situated in Section 23, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, State of Ohio, being all of Lots 1-7 of Culbertson Park Subdivision (west of Baymiller Street) as recorded in Deed Book V2, Page 3 of the Hamilton County Recorder's Office and being more particularly described as follows:

BEGINNING at the northeast corner of Lot 1 Culbertson Park Subdivision and at the intersection of south line of Mehring Way and the west line of Baymiller Street;

Thence along the west line of Baymiller Street, South 11°22'16" West, 691.13 feet to the low water mark of the Ohio River as established by Joint Exhibit 30 from Case Number 27, Original of The Supreme Court of the United States, October Term 1984, recorded in Deed Book 720, Page 626 of the Clermont County, Ohio Recorder's Office, passing a set iron pin at 27.06 feet and at 42.06 feet;

Thence along said low water mark the following three (3) courses:

1. North 52°38'07" West, 132.70 feet,
2. North 53°54'20" West, 532.79 feet,
3. North 56°38'41" West, 180.73 feet to the southeast corner of lands conveyed to Cincinnati Bulk Terminals, LLC as recorded in Official Record 12085, Page 1238;

Thence along the east line of Cincinnati Bulk Terminals, LLC, North 33°37'59" East, 587.93 feet to a set MAG nail at the northeast corner of Cincinnati Bulk Terminals, passing a set iron pin at 237.93 feet

Thence along the north line of Cincinnati Bulk Terminals the following three (3) courses:

1. North 52°20'17" West, 115.29 feet to a set MAG nail,
2. North 54°33'29" West, 31.68 feet to a set MAG nail,
3. North 69°41'51" West, 65.09 feet to a set MAG nail at the south east corner of the Baltimore and Ohio Rail Road;

Thence along the east line of the Baltimore and Ohio Railroad, North 33°37'59" East, 28.88 feet to a set iron pin in the aforementioned south line of the Mehring Way;

Thence along said south line, South 56°22'01" East, 230.46 feet to a set iron pin AND South 56°10'14" East, 563.17 feet to the **POINT OF BEGINNING.**

CONTAINING 10.2092 ACRES. Together with and subject to all easements of record.

Iron pins referenced as being set are 5/8"x30" iron pins with cap stamped "G.J. Berding Surveying".

Prepared by G.J. BERDING SURVEYING, INC. on March 27, 2020. Based on a Consolidation Plat prepared by G.J. BERDING SURVEYING, INC. on March 27 2020.

Being all of those lands conveyed to the City of Cincinnati in Deed Book 212, Page 588, Deed Book 1051, Page 183, Official Record 6432, Page 3205, and Official Record 9099, Page 6041. Further Identified as Auditors Parcels 137—0006-0010, 0012 thru 0030, 0201, 0214, 0236, 0240, 0241 and 0244.

Gerard J. Berding — March 27, 2020
Gerard J. Berding, P.S. 6880 — Date

STATE OF OHIO
GERARD J. BERDING 6880
REGISTERED PROFESSIONAL SURVEYOR

MI Property

Situated in Section 23, Town 4, Fractional Range 1. City Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

BEGINNING at a set iron pin of the southwest terminus of Baymiller Street said pin being South 11° 17' 02' West, 228.86 feet from the intersection of the south right of way line of Avery Street and the west right of way line of Baymiller Street;

Thence along the south line of Baymiller Street South 78° 42' 58" East, 66.00 feet to a set iron pin at the southeast terminus of Baymiller Street and the southwest corner of lands conveyed to CSX Transportation in Official Record 6976, Page M47 of the Hamilton County Recorder's Office:

Thence along the south line of CSX Transportation, South 85° 15' 22" East, 314.54 feet to a set iron pin;

Thence leaving said south line of CSX Transportation along a new division line, South 07° 01' 35" West, 289.76 feet to a set iron pin in the north line of Central Railroad Co. of Indiana;

Thence along the north line of sold Central Railroad Co. of Indiana the following seven (7) courses:

1. North 80° 10' 38" West, 12.26 feet to a set iron pin,
2. North 78° 32' 54" West, 218.01 feel to a set iron pin,
3. along a curve non-tangent to previous course deflecting to the right having a radius of 672.27 feet, an arc length of 98.86 feet, central angle of 08° 25' 31", the chord of so said arc bears North 76° 41' 22" West, 98.77 feet to o set iron pin,
4. North 72° 01' 17" West, 43.69 feet to a set iron pin,

5. along a curve non-tangent to previous course deflecting to the right having a radius of 541.00 feet, an arc length of 126.28 feet, central angle of 13° 22' 25", the chord of said arc bears North 63° 35' 07“ West, 125.99 feet to a set iron pin,
6. along a curve deflecting to the right having a radius of 407.00', an arc length of 286.94 feet, central angle of 40° 23‘ 37", the chord of said arc bears North 37° 43' 33" West, 281.03 feet to a set iron pin,
7. North 16° 53‘ 43" West, 25.80 feet to a set iron pin;

Thence leaving said line of Central Railroad Co. of Indiana along a new division line, South 85° 15’ 34" East, 55.00 feet to a set iron pin in the west line of Pier 66 of Baltimore & Ohio Railroad as recorded in Deed Book 3987, Page 594;

The along the lines of said Pier 66 the following three (3) courses:

1. South 38° 49’ 02" East, 13.26 feet to a set iron pin,
2. North 51° 10’ '58" East, 6.50 feet to a set iron pin,
3. North 38° 49' 02" West, 7.08 feet to a set iron pin.

Thence along a new division line, South 85° 15’ 34" East, 66.80 feet to a set iron pin in the west line of Pier 67 of Baltimore & Ohio Railroad as recorded in Deed Book 3987, Page 594;

Thence along the lines of said Pier 67 the following three (3) courses:

1. South 60° 55' 51" East, 18.03 feet to a set iron pin,
2. North 29° 04’ 09" East. 5.00 feet to o set iron pin,
3. North 60° 55' 51" West. 6.97 feet to a set iron pin;

Thence along a new division line, South 85° 15’ 34" East, 30.69 feet to a set iron pin in the west line of Pier 68 of Baltimore & Ohio Railroad as recorded in Deed Book 3587, Page 594;

Thence along the lines of said Pier 68 the following three (3) courses:

1. South 04° 39’ 55" West, 6.16 feet to a set iron pin,
2. South 85° 20' 05" East, 4.83 feet to a set iron pin,
3. North 04° 39' 55” East, 6 16 feet to a set iron pin;

Thence along a new division line, South 85° 15’ 34” East, 34.07 feet to o set iron pin in me west line of Pier 69 of Baltimore & Ohio Railroad as recorded in Deed Book 3987, Page 594;

Thence along the west line of said Pier 69 the following three (3) courses:

1. South 05° 20’ 28" West, 6.11 feet to a set iron pin,
2. South 84° 39’ 32“ East, 4.83 feet to a set iron pin,
3. North 05° 20' 28" East, 6.17 feet to a set iron pin,

Thence along a new division line, South 85° 15‘ 34" East, 31.24 feet to a set iron pin in the west line or lands conveyed to Baltimore & Ohio Railroad as recorded in Deed Book 3987, Page 594;

Thence along the lines of the Baltimore & Ohio Railroad the following three (3) courses:

1. South 11° 17' 02" West, 33.35 feet to a set iron pin,
2. South 79° 34’ 58" East, 71.34 feet to a set iron pin,
3. North 11° 17' 02’ East, 8.20 feet POINT OP BEGINNING.

CONTAINING 3.6039 Acres, more or less.

The above described parcel being part of Hamilton County Auditor's Parcel 138-0006-0032 as conveyed to Queensgate South Realty, LLC, as recorded in Official Record 11003, Page 484 of the Hamilton County Recorder's Office.

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

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

PPN: 138-006-0286

EXHIBIT B

to Grant of Encroachment Easement

Survey Plat

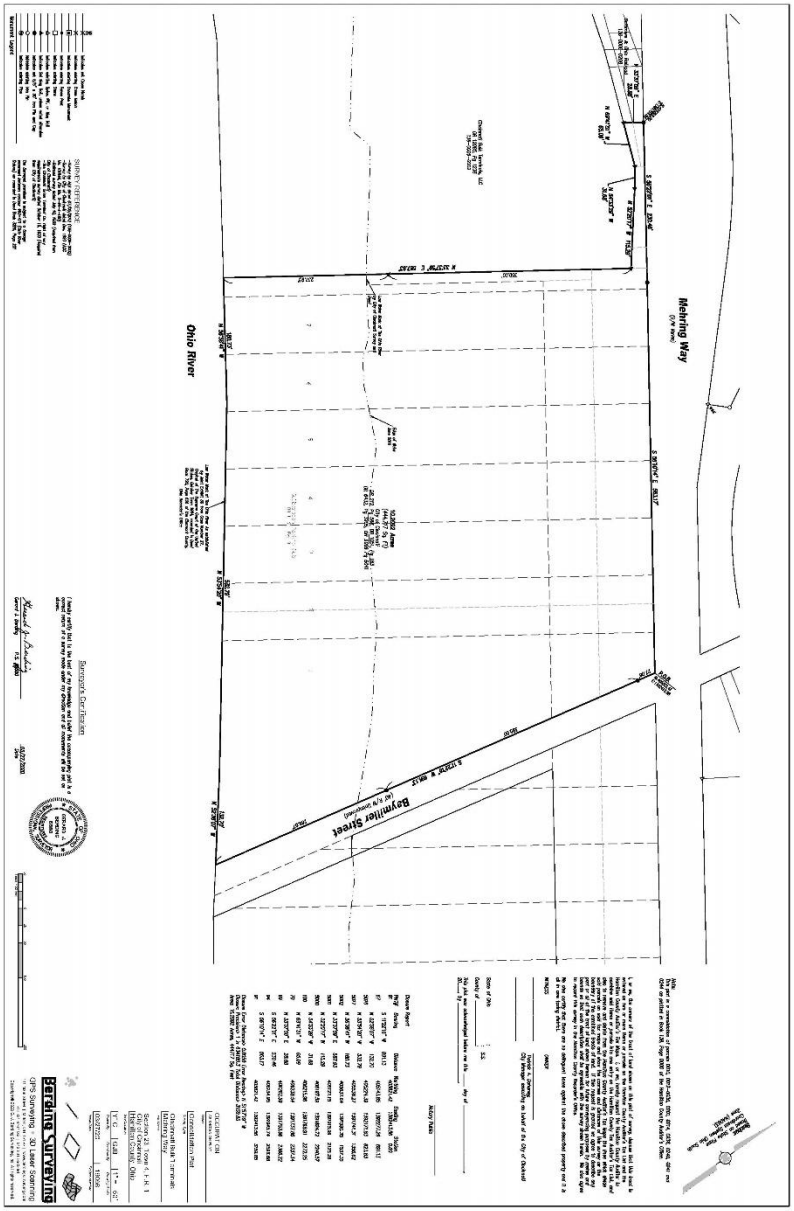
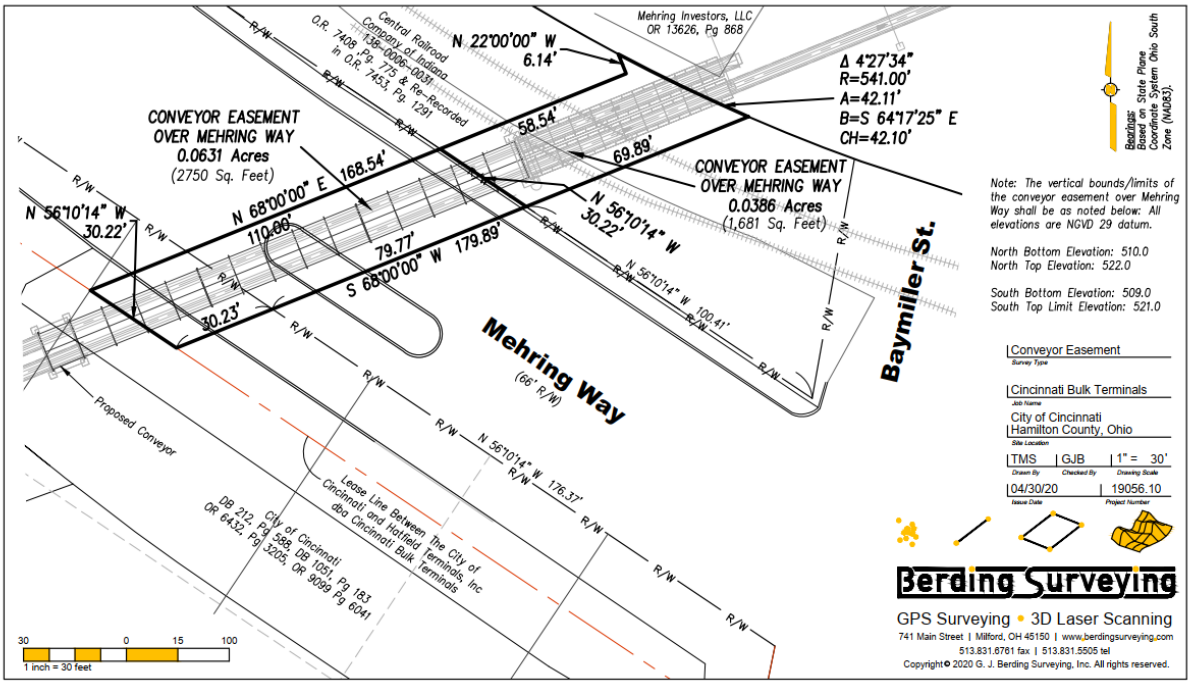


EXHIBIT C

to Grant of Encroachment Easement

Easement Plat



city of CINCINNATI
Interdepartment Correspondence Sheet

June 9, 2021

202102157

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

Subject: **Ordinance** – Amending Ordinance No. 6-2020 to Increase Ohio EPA Principal Forgiveness Funding to assist Low-Income Property Owners with the cost of Private Lead Service Line Replacement performed by the City.

Attached is an Ordinance captioned:

> **Amending** Ordinance No. 6-2020 to increase the amount of principal forgiveness assistance the City Manager or her designee is authorized to apply for, accept and appropriate from the Ohio Environmental Protection Agency Water Supply Revolving Loan Account from the previously authorized amount of $1,000,000 to the approximate amount of $2,000,000.

On January 8, 2020, Council approved Ordinance No. 6-2020 authorizing the City Manager to apply for, accept, and appropriate up to $1,000,000 in Water Supply Revolving Loan Account ("WSRLA") principal forgiveness assistance from the Ohio Environmental Protection Agency ("OEPA") for the purpose of assisting disadvantaged homeowners with private lead service line replacement costs. OEPA has invited the City to apply for an additional $1,000,000 in funding for this activity, for a total of $2,000,000.

The Administration recommends passage of this Ordinance.

CBB by psc

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

City of Cincinnati

AEY

BWG

An Ordinance No. _____ - 2021

AMENDING Ordinance No. 6-2020 to increase the amount of principal forgiveness assistance the City Manager or her designee is authorized to apply for, accept, and appropriate from the Ohio Environmental Protection Agency Water Supply Revolving Loan Account from the previously authorized amount of $1,000,000 to the approximate amount of $2,000,000.

WHEREAS, on January 8, 2020, Council approved Ordinance No. 6-2020 authorizing the City Manager to apply for, accept, and appropriate up to $1,000,000 in Water Supply Revolving Loan Account ("WSRLA") principal forgiveness assistance from the Ohio Environmental Protection Agency ("OEPA") for the purpose of assisting disadvantaged homeowners with private lead service line replacement costs; and

WHEREAS, OEPA has indicated that it is willing to provide the City an additional $1,000,000, for a total of $2,000,000, in WSLRA principal forgiveness assistance to reduce the cost of private lead service line replacement for qualified, low-income residential property owners; and

WHEREAS, Ordinance No. 6-2020 must be amended to increase the assistance amount that the City can accept so OEPA can provide additional WSRLA; now, therefore,

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

Section 1. That Ordinance No. 6-2020, approved by Council on January 8, 2020, is hereby amended as follows:

> Section 1. That the City Manager or ~~his~~ her designee is hereby authorized to apply for, accept, and appropriate an amount up to ~~$1,000,000~~ $2,000,000 in Water Supply Revolving Loan Account principal forgiveness assistance from the Ohio Environmental Protection Agency for the purpose of assisting disadvantaged homeowners with private lead service line replacement costs.

Section 2. That all terms of Ordinance No. 6-2020 not amended by this ordinance shall remain in full force and effect.

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

_____
Deletions are struck through. Additions are underlined.

city of CINCINNATI
Interdepartment Correspondence Sheet

June 9, 2021

To: Mayor and Members of City Council 202102158

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – FY 2022 General Fund Operating Budget**

Attached is an Emergency Ordinance captioned:

> **PROVIDING** for the appropriation of funds and authorization of expenditures from General Fund 050 in the amount of $440,788,700 for the fiscal year beginning July 1, 2021 and ending June 30, 2022, reflecting a portion of the Recommended FY 2022 General Fund Operating Budget totaling $441,113,700, per the attached Schedule of Appropriation, in order to provide for the current expenses and other expenses of the City of Cincinnati; AUTHORIZING the transfer of the sum of $3,466,118 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Bond Retirement Fund 151 for the purpose of paying the City's FY 2022 General Fund debt service obligations related to the Ohio Police and Fire Pension Fund in the amount of $2,526,858 and the Early Retirement Incentive Program (ERIP) in the amount of $939,260; AUTHORIZING the transfer of the sum of $16,568,110 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Cincinnati Health District Fund 416 for the purpose of providing for the FY 2022 General Fund Operating Budget portion of the expenses of the Cincinnati Health Department; AUTHORIZING the transfer and appropriation of the sum of $150,000 from the unappropriated surplus of General Fund 050 to the Citizens Jobs Fund 308 Department of Recreation personnel operating budget account no. 308x199x7100 for the purpose of providing funding for youth employment opportunities; APPROVING the recommendation of the Mayor for an increase in the compensation of City Manager Paula Boggs Muething effective June 27, 2021; REVISING the Classification and Salary Range Schedule for all employment classifications in Divisions 0, 5, 7 (LAW), 8, and 9 of Chapter 307 of the Cincinnati Municipal Code to establish the new Classification and Salary Range Schedule for said classifications and to provide for a cost-of-living adjustment of 2.0% effective June 27, 2021; and further ESTABLISHING the annual inflationary amount applied to the fees charged for services related to permitting and property maintenance by the Department of Buildings and Inspections at 1.23% and instituting a new 1.0% training surcharge.

There are several changes reflected in this Emergency Ordinance from the Recommended FY 2022 General Fund Operating Budget:

- Responsibility and funding for managing Economic Development related leveraged support items is being transferred from the Department of Economic

Inclusion (DEI) to the Department of Community and Economic Development (DCED). The table below outlines these changes:

Item	From	To	FY 2022	FY 2023
African American Chamber of Commerce	Economic Inclusion	Community & Economic Development	325,000	325,000
CincyTech	Economic Inclusion	Community & Economic Development	250,000	250,000
Cintrifuse	Economic Inclusion	Community & Economic Development	250,000	250,000
Hillman Accelerator	Economic Inclusion	Community & Economic Development	100,000	100,000
MORTAR	Economic Inclusion	Community & Economic Development	65,000	65,000
Total			**990,000**	**990,000**

- Responsibility and funding for the leveraged support amount for Invest in Neighborhoods (IIN) is being transferred from the City Manager's Office to the Department of Community and Economic Development. This will align the leveraged support with the funds that IIN will receive to manage the leveraged support funding for the Neighborhood Community Councils in order to streamline the contracting process.

Item	From	To	FY 2022	FY 2023
Invest in Neighborhoods	City Manager's Office	Community & Economic Development	50,000	50,000
Total			**50,000**	**50,000**

- Additional leveraged support funding will be provided in the amount of $8,000 as City Hall Small Business Support. The non-departmental lump sum payment account will be reduced by $8,000 to offset this increase.

- For FY 2022, the Department of City Planning was to provide administrative support to the Department of Economic Inclusion in the amount of $32,770 which was budgeted as a reimbursement with DEI having the expense and Planning receiving the reimbursement. That arrangement will not be moving forward, and the planned reimbursement will not happen. As such, the appropriation for City Planning is increasing by $32,770 and DEI's appropriation is being reduced by that same amount.

The reason for the emergency is to ensure that necessary funding is in place prior to the beginning of Fiscal Year 2022, which begins on July 1, 2021, for the current expenses and other expenses of the City of Cincinnati.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

E M E R G E N C Y

CMZ

- 2021

PROVIDING for the appropriation of funds and authorization of expenditures from General Fund 050 in the amount of $440,788,700 for the fiscal year beginning July 1, 2021 and ending June 30, 2022, reflecting a portion of the Recommended FY 2022 General Fund Operating Budget totaling $441,113,700, per the attached Schedule of Appropriation, in order to provide for the current expenses and other expenses of the City of Cincinnati; AUTHORIZING the transfer of the sum of $3,466,118 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Bond Retirement Fund 151 for the purpose of paying the City's FY 2022 General Fund debt service obligations related to the Ohio Police and Fire Pension Fund in the amount of $2,526,858 and the Early Retirement Incentive Program (ERIP) in the amount of $939,260; AUTHORIZING the transfer of the sum of $16,568,110 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Cincinnati Health District Fund 416 for the purpose of providing for the FY 2022 General Fund Operating Budget portion of the expenses of the Cincinnati Health Department; AUTHORIZING the transfer and appropriation of the sum of $150,000 from the unappropriated surplus of General Fund 050 to the Citizens Jobs Fund 308 Department of Recreation personnel operating budget account no. 308x199x7100 for the purpose of providing funding for youth employment opportunities; APPROVING the recommendation of the Mayor for an increase in the compensation of City Manager Paula Boggs Muething effective June 27, 2021; REVISING the Classification and Salary Range Schedule for all employment classifications in Divisions 0, 5, 7 (LAW), 8, and 9 of Chapter 307 of the Cincinnati Municipal Code to establish the new Classification and Salary Range Schedule for said classifications and to provide for a cost-of-living adjustment of 2.0% effective June 27, 2021; and further ESTABLISHING the annual inflationary amount applied to the fees charged for services related to permitting and property maintenance by the Department of Buildings and Inspections at 1.23% and instituting a new 1.0% training surcharge.

WHEREAS, in order to provide for the usual daily operations of various departments of the City of Cincinnati, Ohio, during the fiscal year beginning July 1, 2021 and ending June 30, 2022, financed from the General Fund, it is necessary that funds be appropriated for the purposes hereinafter set forth; and

WHEREAS, due to the COVID-19 pandemic, one-time resources in the amount of $67,500,000 from American Rescue Plan (ARP) stimulus funds is available to reimburse expenses or provide revenue replacement for the FY 2022 General Fund Operating Budget; and

WHEREAS, the Mayor and City Council are committed to providing high quality local government services for the people of Cincinnati, and they are supported in such efforts by the City Manager of the City of Cincinnati; and

WHEREAS, the Mayor has recommended a 5.0% increase in compensation for the City Manager effective June 27, 2021 and, pursuant to Article IV, Section 1 of the Charter, City Council must authorize the increase to the City Manager's compensation; and

WHEREAS, the Recommended FY 2022 General Fund Operating Budget includes a cost-of-living adjustment for Non-Represented Employees in Divisions 0, 5, 7 (LAW), 8, and 9 at the rate of 2.0%; and

WHEREAS, Ordinance No. 0152-2017, passed June 21, 2017, authorized the Department of Buildings and Inspections to collect fees for services related to permitting and property maintenance, according to an established fee schedule, in order to augment the department's ability to ensure the safety and maintenance of buildings, to provide enhanced services, and to improve its technology infrastructure; and

WHEREAS, consistent with the Recommended FY 2022 General Fund Operating Budget, it is necessary to adjust the fees charged by the Department of Buildings and Inspections by 1.23% based on the annual consumer price index cost-of-living adjustment for calendar year 2020, to ensure that the fees charged reasonably account for increased costs of service delivery due to inflationary increases and continue to allow the department to accomplish the purposes intended; and

WHEREAS, consistent with the Recommended FY 2022 General Fund Operating Budget, it is necessary to assess a new 1.0% training surcharge to allow the Department of Buildings and Inspections to improve its training of staff to enhance the department's delivery of services; now, therefore,

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

Section 1. That, in order to provide for the current expenses and other expenses of the City of Cincinnati from the General Fund during the fiscal year beginning July 1, 2021 and ending June 30, 2022, there is appropriated out of the monies in the treasury, or any accruing revenues of the City available for such purposes, the sum of $440,788,700 as set forth in the attached Schedule of Appropriation, Schedule 1, for the purposes therein indicated.

Section 2. That the sum of $3,466,118 is hereby transferred from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Bond Retirement Fund 151 for the purpose of paying the City's FY 2022 General Fund debt service obligations related to the Ohio Police and Fire Pension Fund in the amount of $2,526,858 and related to the Early Retirement Incentive Program (ERIP) in the amount of $939,260.

Section 3. That the sum of $16,568,110 is hereby transferred from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Cincinnati Health District Fund 416 for the purpose of providing for the FY 2022 General Fund Operating Budget portion of the expenses of the Cincinnati Health Department.

Section 4. That the sum of $150,000 is hereby transferred and appropriated from the unappropriated surplus of General Fund 050 to the Citizens Jobs Fund 308 Department of Recreation personnel operating budget account no. 308x199x7100 for the purpose of providing funding for youth employment opportunities.

Section 5. That, as proposed by the Mayor, City Council hereby authorizes a 5.0% increase to $10,197.34 bi-weekly and to $265,130.90 annually for the salary of City Manager Paula Boggs Muething, effective June 27, 2021. The City Manager benefits and exceptions authorized by Council in Ordinance No. 0337-2020 remain in effect and unmodified except that the 5.0% salary increase authorized herein shall, beginning on June 27, 2021, supersede the salary level formerly set forth Section 3 of Ordinance No. 0337-2020.

Section 6. That certain existing sections of Chapter 307 of the Cincinnati Municipal Code regarding the compensation schedules of employees in Divisions 0, 5, 7 (LAW), 8, and 9 are hereby repealed.

Section 7. That in place of the sections of Chapter 307 of the Cincinnati Municipal Code repealed in Section 8 hereof, new compensation schedules are hereby ordained for employees in Divisions 0, 5, 7 (LAW), 8, and 9, as indicated on the Non-Represented Salary Schedule, attached hereto as Exhibit A, and by this reference made a part hereof. The new compensation schedules for each classification in Divisions 0, 5, 7 (LAW), 8, and 9 have been determined by increasing current rates by 2.0%.

Section 8. That the Department of Buildings and Inspections fee schedule related to property permitting and maintenance, which Council authorized in Ordinance No. 0152-2017, is hereby repealed and replaced by the fee schedule attached hereto as Exhibit B, and by this reference made a part hereof. The new fee schedule has been determined by increasing the current fees by 1.23% for FY 2022, based on the annual consumer price index cost-of-living adjustment based on calendar year 2020 inflation and includes a newly established 1.0% training surcharge.

Section 9. That the appropriate City officials are hereby authorized to do all things necessary and proper to implement the provisions of Sections 1 through 8 of this ordinance.

Section 10. That the effective date of Sections 5 through 7 of this ordinance shall be June 27, 2021.

Section 11. That the effective date of Sections 1 through 4 and Section 8 of this ordinance shall be July 1, 2021.

Section 12. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to ensure that necessary funding is in place prior to the beginning of Fiscal Year 2022, which begins on July 1, 2021, for the current expenses and other expenses of the City of Cincinnati.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

SCHEDULE OF APPROPRIATION
FY 2022 GENERAL FUND OPERATING BUDGET

SCHEDULE 1. That there be appropriated from the General Fund (050) for the fiscal year 2022, the sums set forth in the columns designated '7100, 7500 Salaries and Benefits, Non-Personnel 7200-7400, Properties 7600, Debt 7700' and 'Total Appropriation':

Department and Agency	Fund	Agency	Salaries and Benefits 7100, 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
City Council							
Councilmember G. Landsman	050	011	122,690	4,940			127,630
Interim Councilmember L. Keating	050	012	122,690	4,940			127,630
Councilmember D. Mann	050	015	122,690	4,940			127,630
Councilmember C. Seelbach	050	016	122,690	4,940			127,630
Councilmember W. Young	050	017	122,690	4,940			127,630
City Councilmembers	050	019	1,064,640				1,064,640
Councilmember C. Smitherman	050	024	122,690	4,940			127,630
Interim Councilmember S. Goodin	050	026	122,690	4,940			127,630
Councilmember B. Sundermann	050	028	122,690	4,940			127,630
Councilmember J-M Kearney	050	029	122,690	4,940			127,630
City Council Total			**2,168,850**	**44,460**			**2,213,310**
Office of the Mayor							
Office Of The Mayor	**050**	**031**	**891,810**	**16,410**			**908,220**
Clerk of Council							
Office Of The Clerk Of Council	**050**	**041**	**529,010**	**144,530**			**673,540**
Enterprise Technology Solutions							
Enterprise Technology Solutions	**050**	**091**	**5,497,660**	**651,700**			**6,149,360**
City Manager							
City Manager's Office	050	101	3,053,400	9,099,070			12,152,470
Office Of Budget & Evaluation	050	102	856,290	75,710			932,000
Emergency Communications Center	050	103	12,914,720	160,440			13,075,160
Office Of Environment and Sustainability	050	104	747,980	1,772,230			2,520,210
Office Of Procurement	050	107	984,960	216,010			1,200,970
Performance and Data Analytics	050	108	1,290,780	90,800			1,381,580
Internal Audit	050	109	458,570	13,880			472,450
City Manager Total			**20,306,700**	**11,428,140**			**31,734,840**
Law							
Law - Civil	050	111	4,622,370	518,700			5,141,070
Law - Administrative Hearings & Prosecution	050	112	3,462,390	135,970			3,598,360
Law Total			**8,084,760**	**654,670**			**8,739,430**

Department and Agency	Fund	Agency	Salaries and Benefits 7100, 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
Human Resources							
Human Resources	**050**	**121**	**2,177,170**	**395,960**			**2,573,130**
Finance							
Office of The Director	050	131	334,990	19,910			354,900
Accounts and Audits	050	133	1,563,240	119,320			1,682,560
Treasury	050	134	953,710	274,350			1,228,060
Risk Management	050	135		583,770			583,770
Income Tax	050	136	3,044,060	370,450			3,414,510
Finance Total			**5,896,000**	**1,367,800**			**7,263,800**
Community & Economic Development							
Director's Office and Administration	050	161	496,050	1,197,110			1,693,160
Housing Division	050	162	87,750	650,050			737,800
Economic Development and Major/Special Projects Division	050	164	788,910	591,360			1,380,270
Community & Economic Development Total			**1,372,710**	**2,438,520**			**3,811,230**
City Planning							
City Planning	**050**	**171**	**501,240**	**40,580**			**541,820**
Citizen Complaint Authority							
Citizen Complaint Authority	**050**	**181**	**886,040**	**54,040**			**940,080**
Recreation							
West Region	050	191	2,750,850	467,390			3,218,240
East Region	050	192	2,039,030	391,860			2,430,890
Central Region	050	193	2,665,610	509,880			3,175,490
Maintenance	050	194	2,436,470	1,016,840			3,453,310
Athletics	050	197	2,724,540	407,450			3,131,990
Support Services	050	199	2,412,000	173,170	25,600		2,610,770
Recreation Total			**15,028,500**	**2,966,590**	**25,600**		**18,020,690**
Parks							
Office of The Director	050	201	554,720	-			554,720
Operations and Facility Management	050	202	3,719,050	2,670,810			6,389,860
Administration and Program Services	050	203	1,650,770	659,370			2,310,140
Parks Total			**5,924,540**	**3,330,180**			**9,254,720**
Buildings & Inspections							
Buildings & Inspections, Licenses & Permits	050	211	7,457,700	807,580			8,265,280
Property Maintenance Code Enforcement	050	212	1,987,040	348,730			2,335,770
Buildings & Inspections Total			**9,444,740**	**1,156,310**			**10,601,050**

Department and Agency	Fund	Agency	Salaries and Benefits 7100, 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
Police							
Patrol Bureau	050	222	102,091,920	6,131,960			108,223,880
Investigations Bureau	050	225	18,789,830	2,086,570			20,876,400
Support Bureau	050	226	17,293,700	4,122,970			21,416,670
Administration Bureau	050	227	11,335,300	4,151,140			15,486,440
Police Total			**149,510,750**	**16,492,640**			**166,003,390**
Transportation & Engineering							
Office of The Director	050	231	436,120	80,400			516,520
Transportation Planning	050	232	53,610	15,470			69,080
Engineering	050	233	158,100	1,700			159,800
Traffic Engineering	050	239	-	1,962,990			1,962,990
Transportation & Engineering Total			**647,830**	**2,060,560**			**2,708,390**
Public Services							
Office of The Director	050	251	988,660	97,300			1,085,960
Neighborhood Operations	050	253	6,247,670	4,974,400			11,222,070
City Facility Management	050	255	98,430	3,290,750			3,389,180
Fleet Services	050	256	173,650	1,030			174,680
Public Services Total			**7,508,410**	**8,363,480**			**15,871,890**
Fire							
Fire - Response	050	271	109,526,190	8,828,480			118,354,670
Fire - Support Services	050	272	14,896,780	1,548,520			16,445,300
Fire Total			**124,422,970**	**10,377,000**			**134,799,970**
Economic Inclusion							
Economic Inclusion	**050**	**281**	**898,200**	**148,120**			**1,046,320**

Department and Agency	Fund	Agency	Salaries and Benefits 7100, 7500	Non-Personnel 7200-7400	Properties 7600	Debt Service 7700	Total Appropriation
Non-Departmental Accounts							
Contribution to City Pension	050	911	939,250				939,250
Public Employees Assistance Program (PEAP)	050	919	337,000				337,000
Workers' Compensation Insurance	050	921	3,971,250				3,971,250
Police & Fire Fighters' Insurance	050	922		313,000			313,000
State Unemployment Compensation	050	923	386,510				386,510
Lump Sum Payments	050	924	886,110				886,110
Audit And Examiner's Fees	050	941		450,000			450,000
Hamilton County Treasurer & Auditor Fees	050	942		500,000			500,000
General Fund Overhead	050	944		83,270			83,270
Election Expense	050	946		451,000			451,000
Judgments Against The City	050	951		900,000			900,000
Enterprise Software and Licenses	050	952		6,331,640			6,331,640
Memberships & Publications	050	953		264,370			264,370
Other City Obligations	050	959		178,760			178,760
Downtown Special Improvement District	050	963		110,880			110,880
The Port (Greater Cincinnati Redevelopment Authority)	050	968		700,000			700,000
Property Investment Reimbursement Agreements (PIRAs)	050	969		30,480			30,480
Reserve for Contingencies	050	990		100,000			100,000
Non-Departmental Accounts Total			**6,520,120**	**10,413,400**			**16,933,520**
Total General Fund			**368,218,010**	**72,545,090**	**25,600**	**-**	**440,788,700**

Estimated receipts, surplus, and expenditures of the General Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022.

RECEIPTS AND SURPLUS	AMOUNT
Taxes	
Real and Tangible Property	$28,988,000
City Earnings	$277,139,731
Other Taxes	$4,359,948
Total Taxes	$310,487,679
Other Receipts	
Licenses and Permits	$21,031,492
Courts and Use of Money and Property	$8,553,006
Revenue from Other Agencies	$12,285,587
Charges for Current Service	$30,101,966
Casino Revenue	$8,000,000
Miscellaneous Revenue	$70,838,195
Total Other Receipts	$150,810,246
TOTAL RECEIPTS	$461,297,925
TRANSFERS IN	$0
Estimated Balance July 1, 2021	$14,332,730
TOTAL RECEIPTS AND SURPLUS	**$475,630,655**

EXPENDITURES & BALANCES	AMOUNT
Total Salary and Benefits	$368,218,010
Other Expenses	
Departmental	$62,131,690
Non-Departmental	$10,313,400
Reserve for Contingencies	$100,000
Properties	$25,600
Debt Service	$0
Total Other Expenses, Properties, and Debt	$72,570,690
TOTAL EXPENDITURES	$440,788,700
TRANSFERS OUT	$20,184,228
Estimated Balance June 30, 2022	$14,657,727
TOTAL EXPENDITURES AND BALANCE	**$475,630,655**

Exhibit A: Non-Represented Salary Schedule with 2.0% Cost-of-Living Adjustment (COLA)

CMC Section	Division	Grade	Title	Existing Minimum Hourly Rate	Existing Maximum Hourly Rate	New Minimum Hourly Rate	New Maximum Hourly Rate
307-001	D0	001	Administrative Specialist	24.82652358	37.74414528	25.32305405	38.49902819
307-008	D0	008	Administrative Technician	18.80342970	28.58714424	19.17949829	29.15888712
307-009	D0	009	Investigator	29.56421040	44.77538574	30.15549461	45.67089345
307-013	D0	013	Senior Administrative Spclst	29.45094348	44.77538574	30.03996235	45.67089345
307-042	D0	042	Computer Programmer/Analyst	19.53973710	26.90622096	19.93053184	27.44434538
307-043	D0	043	Senior Comptr Programmer/Anlys	29.45094348	44.77538574	30.03996235	45.67089345
307-058	D0	058	Community Dvlpmnt & Plan Anal-EXM	24.82652358	37.74414528	25.32305405	38.49902819
307-066	D0	066	Development Officer	24.82652358	34.18611396	25.32305405	34.86983624
307-080	D0	080	Graphic Designer	24.82652358	37.74414528	25.32305405	38.49902819
307-089	D0	089	Human Resources Analyst	24.82652358	37.74414528	25.32305405	38.49902819
307-092	D0	092	Internal Auditor	24.82652358	37.74414528	25.32305405	38.49902819
307-094	D0	094	Management Analyst	24.82652358	37.74414528	25.32305405	38.49902819
307-146	D0	146	Comm Econ Development Analyst	19.47559338	37.74414528	19.86510525	38.49902819
307-148	D0	148	Comm Econ Develop Sr Analyst	24.10202166	44.77538574	24.58406209	45.67089345
307-149	D0	149	Senior Human Resources Analyst	29.45137698	44.77538574	30.04040452	45.67089345
307-150	D0	150	Senior Internal Auditor	29.45137698	44.77538574	30.04040452	45.67089345
307-151	D0	151	Supvr of Prk/Rec Maint & Const	29.45137698	44.77538574	30.04040452	45.67089345
307-152	D0	152	Senior City Planner	29.45137698	44.77538574	30.04040452	45.67089345
307-154	D0	154	Senior CommDev & Plan Anl-EXM	29.45137698	44.77538574	30.04040452	45.67089345
307-156	D0	156	Senior Development Officer	29.45137698	44.77538574	30.04040452	45.67089345
307-162	D0	162	Human Resources Info Sys Anal	29.44740000	44.77800000	30.03634800	45.67356000
307-177	D0	177	Senior Management Analyst	29.45137698	44.77538574	30.04040452	45.67089345
307-190	D0	190	Zoning Hearing Examiner	43.70540880	59.00230800	44.57951698	60.18235416
307-200	D0	200	Dietitian	22.11305940	30.44968158	22.55532059	31.05867521
307-219	D0	219	PEAP Coordinator	42.61334400	59.29482700	43.46561088	60.48072354
307-220	D0	220	Psychologist	29.83731744	41.08598862	30.43406379	41.90770839
307-228	D0	228	Assistant Dental Director	29.45137698	40.55454006	30.04040452	41.36563086
307-248	D0	248	Physician Assistant	31.17421818	41.89553202	31.79770254	42.73344266
307-258	D0	258	Accountant	24.82652358	37.74414528	25.32305405	38.49902819
307-265	D0	265	City Planner	24.82652358	37.74414528	25.32305405	38.49902819
307-271	D0	271	Physical Therapist	23.27519640	32.04995040	23.74070033	32.69094941
307-299	D0	299	Asst Health Laboratory Mgr	29.45137698	40.55454006	30.04040452	41.36563086
307-322	D0	322	Recycling Operations Tech	17.72000000	23.63000000	18.07440000	24.10260000
307-323	D0	323	Training Coordinator	29.45137698	44.77538574	30.04040452	45.67089345
307-336	D0	336	Housing Services Coordinator	20.40769200	21.12019200	20.81584584	21.54259584
307-438	D0	438	Supervisor of Building Permits	24.43841970	33.65170128	24.92718809	34.32473531
307-443	D0	443	Zoning Supervisor	27.90975102	38.43172932	28.46794604	39.20036391
307-575	D0	575	Development Officer 4	31.76057130	44.77538574	32.39578273	45.67089345
307-763	D0	763	Security Supervisor	18.80342970	25.89232362	19.17949829	26.41017009
307-824	D0	824	Information Technology Coor	19.53973710	26.90622096	19.93053184	27.44434538
307-826	D0	826	Emergency Comm Asst Mgr	29.45094246	44.77538574	30.03996131	45.67089345
307-864	D0	864	Landscape Architect	25.21354014	34.71904458	25.71781094	35.41342547
307-963	D0	963	Park Planner	31.76057130	43.73429928	32.39578273	44.60898527
307-004	D5	004	ETS Director	53.33104680	80.43141660	54.39766774	82.04004493
307-012	D5	012	Director of Communications	44.46170514	63.28103562	45.35093924	64.54665633
307-014	D5	014	Executive Mgr of Police Relatns	44.17742298	59.63964582	45.06097144	60.83243874
307-016	D5	016	Assistant to the City Manger	40.97436900	59.29482666	41.79385638	60.48072319
307-019	D5	019	Assistant Safety Director	44.17743420	59.63953260	45.06098288	60.83232325
307-020	D5	020	City Manager	121.39693200	154.30826628	123.82487064	157.39443161
307-022	D5	022	CommDev & Planning Director	53.33104680	71.99691726	54.39766774	73.43685561
307-032	D5	032	Deputy City Manager	62.31258948	84.12199692	63.55884127	85.80443686
307-033	D5	033	Environmental Programs Manager	46.52324142	63.28103562	47.45370625	64.54665633
307-040	D5	040	Budget Director	53.33104884	74.15680194	54.39766982	75.63993798
307-059	D5	059	Dir of Perform & Data Analytic	53.33104680	80.43141660	54.39766774	82.04004493
307-074	D5	074	CCA Director	53.33104680	74.15680194	54.39766774	75.63993798
307-075	D5	075	Cntrct Cmp & Adm Hrng Off	40.97436900	55.31539254	41.79385638	56.42170039
307-108	D5	108	Assistant Finance Director	48.96959310	67.76551764	49.94898496	69.12082799
307-114	D5	114	Director of Economic Inclusion	58.93357020	74.15680194	60.11224160	75.63993798
307-115	D5	115	Finance Director	53.33104680	80.43141660	54.39766774	82.04004493

CMC Section	Division	Grade	Title	Existing Minimum Hourly Rate	Existing Maximum Hourly Rate	New Minimum Hourly Rate	New Maximum Hourly Rate
307-120	D5	120	Retirement Director	53.33104680	74.15680194	54.39766774	75.63993798
307-153	D5	153	Dep Dir Perf & Data Analytics	46.06253190	62.65448940	46.98378254	63.90757919
307-155	D5	155	Human Resources Director	53.33104680	74.15680194	54.39766774	75.63993798
307-158	D5	158	Asst Human Resources Director	44.17743420	59.63953260	45.06098288	60.83232325
307-170	D5	170	City Solicitor	62.31258948	96.35417862	63.55884127	98.28126219
307-204	D5	204	Assistant Health Commissioner	46.52324142	62.80637148	47.45370625	64.06249891
307-205	D5	205	Health Commissioner	62.31267720	96.35417862	63.55893074	98.28126219
307-365	D5	365	Fire Chief	62.31259152	85.03252440	63.55884335	86.73317489
307-389	D5	389	Police Chief	62.31259152	85.03252440	63.55884335	86.73317489
307-446	D5	446	Buildings & Inspections Dir	63.95579622	80.43141660	65.23491214	82.04004493
307-450	D5	450	Asst Building & Insp Director	38.46789036	51.93165270	39.23724817	52.97028575
307-490	D5	490	City Planning Director	53.33104680	74.15680194	54.39766774	75.63993798
307-525	D5	525	Deputy Public Works Director	46.52324142	67.76551764	47.45370625	69.12082799
307-527	D5	527	Deputy Sewers Director	46.52324142	62.80637046	47.45370625	64.06249787
307-530	D5	530	Sewers Director	53.33104680	80.43141660	54.39766774	82.04004493
307-534	D5	534	Dep Dir of Economic Inclusion	46.52315676	63.28103562	47.45361990	64.54665633
307-535	D5	535	Deputy Director	46.52305272	67.76551764	47.45351377	69.12082799
307-554	D5	554	Asst Neighborhood Svcs Directr	38.46789036	51.93165270	39.23724817	52.97028575
307-556	D5	556	Deputy CommDev & Planning Dir	46.52324142	62.80637250	47.45370625	64.06249995
307-559	D5	559	Assistant Recreation Director	42.89205672	63.28103562	43.74989785	64.54665633
307-560	D5	560	Recreation Director	53.33104680	80.43141660	54.39766774	82.04004493
307-735	D5	735	Water Works Director	64.91513274	80.43141660	66.21343539	82.04004493
307-828	D5	828	Emergency Comm Center Director	53.33104782	80.43141864	54.39766878	82.04004701
307-865	D5	865	Parks Director	56.93230980	80.43141660	58.07095600	82.04004493
307-888	D5	888	Public Services Director	53.33104680	80.43141660	54.39766774	82.04004493
307-891	D5	891	Assistant City Manager	62.31259050	96.35417862	63.55884231	98.28126219
307-970	D5	970	Transportation & Eng Director	53.33104680	80.43141660	54.39766774	82.04004493
307-981	D5	981	Employment & Training Manager	46.52324142	62.80637046	47.45370625	64.06249787
307-982	D5	982	Director of Water and Sewers	67.72511850	101.83561374	69.07962087	103.87232601
307-984	D5	984	Director Community & Econ Dev	58.93357020	74.15680194	60.11224160	75.63993798
307-985	D5	985	Deputy Dir Community & Econ De	46.52324142	67.76545236	47.45370625	69.12076141
307-989	D5	989	Deputy Director Water & Sewers	50.98667370	67.76551764	52.00640717	69.12082799
307-991	D5	991	Executive Project Director	55.04683164	98.43428808	56.14776827	100.40297384
307-997	D5	997	Economic Development Director	53.33104680	71.99691726	54.39766774	73.43685561
307-157	LAW	157	Chief Counsel	43.13155680	77.23275780	43.99418794	78.77741296
307-166	LAW	166	Assistant City Solicitor	24.82652460	44.84482632	25.32305509	45.74172285
307-167	LAW	167	Senior Asst City Solicitor	29.26125000	70.02692292	29.84647500	71.42746138
307-169	LAW	169	Deputy City Solicitor	53.85098058	84.70689654	54.92800019	86.40103447
307-186	LAW	186	Support Services Manager	29.45094144	40.55453700	30.03996027	41.36562774
307-187	LAW	187	Law Chief of Staff	53.85098058	84.70689654	54.92800019	86.40103447
307-188	LAW	188	Real Estate Manager	40.00660320	59.29482666	40.80673526	60.48072319
307-191	LAW	191	Asst to the City Solicitor	28.87347252	44.84482632	29.45094197	45.74172285
307-193	LAW	193	Support Services Specialist	18.43473234	37.74414732	18.80342699	38.49903027
307-217	LAW	217	Legal Assistant	18.43473234	37.74414732	18.80342699	38.49903027
307-223	LAW	223	Chief Appraiser	35.29335150	51.32241384	35.99921853	52.34886212
307-224	LAW	224	Real Estate Specialist	24.82652460	34.18611090	25.32305509	34.86983312
307-225	LAW	225	Senior Real Estate Specialist	31.76057232	44.84482632	32.39578377	45.74172285
307-930	LAW	930	Law Clerk	11.25950154	18.83580450	11.48469157	19.21252059
307-931	LAW	931	Administrative Hearing Officer	29.90454564	70.02692292	30.50263655	71.42746138
307-998	LAW	998	Spvg Real Estate Specialist	35.29335048	47.64601764	35.99921749	48.59893799
307-015	D8	015	Regional Computer Center Mgr	53.85097854	72.69882618	54.92799811	74.15280270
307-041	D8	041	Supervising Management Analyst	35.29334946	51.32241384	35.99921645	52.34886212
307-045	D8	045	Info Technology Asst Manager	37.81923156	55.30862076	38.57561619	56.41479318
307-046	D8	046	Information Technology Manager	42.72653622	59.29482666	43.58106694	60.48072319
307-078	D8	078	Chief Investigator	35.29334946	51.32241384	35.99921645	52.34886212
307-109	D8	109	Airport Manager	37.81923156	55.30862076	38.57561619	56.41479318
307-110	D8	110	Division Manager	42.72616086	59.29482666	43.58068408	60.48072319
307-113	D8	113	Risk Manager	37.81923156	51.05596536	38.57561619	52.07708467
307-131	D8	131	Supvg Environ/Safety Spec	35.29334946	51.32241384	35.99921645	52.34886212

CMC Section	Division	Grade	Title	Existing Minimum Hourly Rate	Existing Maximum Hourly Rate	New Minimum Hourly Rate	New Maximum Hourly Rate
307-134	D8	134	Asst Commercial Svcs Supt	33.40029066	45.09039132	34.06829647	45.99219915
307-135	D8	135	Commercial Services Supt	42.72653622	59.29482666	43.58106694	60.48072319
307-141	D8	141	Supervising Buyer	35.29334946	51.32241384	35.99921645	52.34886212
307-145	D8	145	City Purchasing Agent	37.81923156	51.05596536	38.57561619	52.07708467
307-159	D8	159	Supvg Human Resources Analyst	35.29334946	51.32241384	35.99921645	52.34886212
307-160	D8	160	Police Academy Manager	40.00640226	54.00891738	40.80653031	55.08909573
307-168	D8	168	Asst Treatment Superintendent	37.81923156	55.30862076	38.57561619	56.41479318
307-178	D8	178	Medical Director	74.63762178	105.53639202	76.13037422	107.64711986
307-185	D8	185	Supvg Comm Dev & Plang Anl-EXM	35.29334946	51.32241384	35.99921645	52.34886212
307-201	D8	201	Occupational/Safety Hlth Coord	42.61334274	59.29482666	43.46560959	60.48072319
307-202	D8	202	Public Wks Opr Asst Supt	37.81923156	51.05596536	38.57561619	52.07708467
307-208	D8	208	City Architect	43.70540982	63.28103562	44.57951802	64.54665633
307-216	D8	216	Principal Engineer	40.18017048	55.30862076	40.98377389	56.41479318
307-218	D8	218	Envrnmntl/Solid Wst Prgrams Crd	40.00660626	55.30862076	40.80673839	56.41479318
307-227	D8	227	Dental Director	83.12395956	99.65517198	84.78643875	101.64827542
307-231	D8	231	Parks/Rec Superintendent	41.48246670	59.29482666	42.31211603	60.48072319
307-233	D8	233	Pharmacy Director	56.94493230	68.22115470	58.08383095	69.58557779
307-236	D8	236	Supervising Real Property Spec	35.29334946	51.32241384	35.99921645	52.34886212
307-237	D8	237	Public Information Officer	31.45310862	48.75509322	32.08217079	49.73019508
307-242	D8	242	Health Programs Manager	35.29334946	51.32241384	35.99921645	52.34886212
307-249	D8	249	Public Health Practitioner	66.68953698	90.03087528	68.02332772	91.83149279
307-252	D8	252	Dentist	69.20410626	88.69310244	70.58818839	90.46696449
307-253	D8	253	Public Wks Opr Superintendent	42.72653622	59.29482666	43.58106694	60.48072319
307-254	D8	254	Supervising Accountant	35.29334946	51.32241384	35.99921645	52.34886212
307-255	D8	255	Supervising Architect	35.29334946	51.32241384	35.99921645	52.34886212
307-256	D8	256	Treatment Superintendent	42.72653622	59.29482666	43.58106694	60.48072319
307-257	D8	257	Public Wrks/Utilities Supt	42.72653622	59.29482666	43.58106694	60.48072319
307-259	D8	259	Environmental Services Directr	33.40029066	47.83448202	34.06829647	48.79117166
307-260	D8	260	Regional Comp Ctr Asst Mgr	45.94452912	62.02511166	46.86341970	63.26561389
307-261	D8	261	Public Health Internist	66.68953698	90.03087528	68.02332772	91.83149279
307-262	D8	262	Public Health Pediatrician	66.68953698	90.03087528	68.02332772	91.83149279
307-263	D8	263	Public Health Physician	66.68953698	90.03087528	68.02332772	91.83149279
307-282	D8	282	Nursing Director	42.72653622	59.29482666	43.58106694	60.48072319
307-286	D8	286	Supervising Chemist	35.29334946	51.32241384	35.99921645	52.34886212
307-300	D8	300	Health Laboratory Director	33.40029066	45.09039132	34.06829647	45.99219915
307-304	D8	304	Treatment Supervisor	35.29334946	51.32241384	35.99921645	52.34886212
307-307	D8	307	Supervising Epidemiologist	35.42909412	51.32241384	36.13767600	52.34886212
307-308	D8	308	Pension Fund Manager	51.12436350	69.01818372	52.14685077	70.39854739
307-321	D8	321	Finance Manager	45.94452912	63.28103562	46.86341970	64.54665633
307-435	D8	435	Supervising Inspector	34.78825974	47.83448202	35.48402493	48.79117166
307-486	D8	486	Supervising City Planner	35.29334946	51.32241384	35.99921645	52.34886212
307-487	D8	487	Urban Conservator	35.29334946	51.32241384	35.99921645	52.34886212
307-509	D8	509	Geotechnical Engineer	35.29334946	51.32241384	35.99921645	52.34886212
307-515	D8	515	Supervising Engineer	35.29334946	51.32241384	35.99921645	52.34886212
307-518	D8	518	Principal Architect	40.18017048	55.30862076	40.98377389	56.41479318
307-519	D8	519	City Engineer	47.65755996	63.28103562	48.61071116	64.54665633
307-529	D8	529	Supvg Bldg Plans Exam Code Anl	35.29334946	51.32241384	35.99921645	52.34886212
307-531	D8	531	City Traffic Engineer	43.70540982	63.28103562	44.57951802	64.54665633
307-539	D8	539	Water Works Chief Engineer	43.70540982	59.29482666	44.57951802	60.48072319
307-540	D8	540	Facilities Maintenance Manager	37.81923156	51.05596536	38.57561619	52.07708467
307-541	D8	541	Asst Facilities Mntnce Manager	33.40029066	47.83448202	34.06829647	48.79117166
307-542	D8	542	Facilities Manager	42.72653622	59.29482666	43.58106694	60.48072319
307-544	D8	544	Sewers Chief Engineer	43.70540982	59.29482666	44.57951802	60.48072319
307-551	D8	551	Supvg Parks/Recreation Cordntr	35.29334946	51.32241384	35.99921645	52.34886212
307-558	D8	558	Supervisor of Golf	35.29334946	51.32241384	35.99921645	52.34886212
307-576	D8	576	Development Manager	35.29334946	51.32241384	35.99921645	52.34886212
307-646	D8	646	Traffic Services Manager	35.29334946	47.64602070	35.99921645	48.59894111
307-683	D8	683	City Stormwater Management Eng	43.70540982	59.29482666	44.57951802	60.48072319
307-685	D8	685	Asst Fleet Services Manager	33.40029066	47.83448202	34.06829647	48.79117166

CMC Section	Division	Grade	Title	Existing Minimum Hourly Rate	Existing Maximum Hourly Rate	New Minimum Hourly Rate	New Maximum Hourly Rate
307-686	D8	686	Fleet Services Manager	40.00660626	54.00891738	40.80673839	55.08909573
307-692	D8	692	Parking Superintendent	40.00660626	55.30862076	40.80673839	56.41479318
307-710	D8	710	Wastewater Collection Supt	42.72653622	57.68082354	43.58106694	58.83444001
307-729	D8	729	Industrial Waste Superintendnt	42.72653622	57.68082354	43.58106694	58.83444001
307-764	D8	764	Asst Water Distribution Supt	33.40029066	45.09039132	34.06829647	45.99219915
307-765	D8	765	Water Distribution Supt	42.72653622	57.68082354	43.58106694	58.83444001
307-822	D8	822	Emergency Response Coordinator	35.29334946	47.64602070	35.99921645	48.59894111
307-827	D8	827	Emergency Communications Mgr	40.80652698	55.08909534	41.62265752	56.19087725
307-880	D8	880	Printing Services & Stores Mgr	33.40029066	47.83448202	34.06829647	48.79117166
307-948	D8	948	Asst Convention Center Manager	33.40029066	45.09039132	34.06829647	45.99219915
307-950	D8	950	Convention Center Manager	40.00660626	54.00891738	40.80673839	55.08909573
307-983	D8	983	Employment & Training Supv.	35.29334946	51.32241384	35.99921645	52.34886212
307-986	D8	986	Optometrist	59.20019922	76.11445224	60.38420320	77.63674128
307-999	D8	999	Internal Audit Manager	37.81923258	55.30862076	38.57561723	56.41479318
307-023	D9	023	Council Assistant	11.25950154	54.92084940	11.48469157	56.01926639
307-024	D9	024	Chief Deputy Clerk of Council	31.82465688	47.63514138	32.46115002	48.58784421
307-025	D9	025	Clerk of Council	40.66896060	53.91089028	41.48233981	54.98910809
307-035	D9	035	Deputy Clerk	16.72203300	28.99090614	17.05647366	29.57072426
307-036	D9	036	Assistant Chief Deputy Clerk	25.37298756	35.07837528	25.88044731	35.77994279

EXHIBIT B

CITY OF CINCINNATI
DEPARTMENT OF BUILDINGS AND INSPECTIONS
FEE SCHEDULE

Effective - July 01, 2021
per Ordinance No.

BUILDING PERMIT FEES
NEW CONSTRUCTION - ADDITION - ALTERATION - REPAIR
FIRE PROTECTION - RETAINING WALLS - SITE IMPROVEMENT

Project Valuation	Permits without plans	RCO Project with plans*	OBC Project with plans
$ 2,000.00	$ 84.00	$ 137.00	$ 269.00
$ 3,000.00	$ 109.00	$ 137.00	$ 269.00
$ 4,000.00	$ 137.00	$ 137.00	$ 269.00
$ 5,000.00	$ 162.00	$ 162.00	$ 269.00
$ 6,000.00	$ 185.00	$ 185.00	$ 269.00
$ 7,000.00	$ 205.00	$ 205.00	$ 269.00
$ 8,000.00	$ 225.00	$ 225.00	$ 269.00
$ 9,000.00	$ 250.00	$ 250.00	$ 269.00
$ 10,000.00	$ 269.00	$ 269.00	$ 269.00
$ 11,000.00	$ 285.00	$ 285.00	$ 285.00
$ 12,000.00	$ 304.00	$ 304.00	$ 304.00
$ 13,000.00	$ 319.00	$ 319.00	$ 319.00
$ 14,000.00	$ 336.00	$ 336.00	$ 336.00
$ 15,000.00	$ 354.00	$ 354.00	$ 354.00
$ 16,000.00	$ 371.00	$ 371.00	$ 371.00
$ 17,000.00	$ 388.00	$ 388.00	$ 388.00
$ 18,000.00	$ 406.00	$ 406.00	$ 406.00
$ 19,000.00	$ 423.00	$ 423.00	$ 423.00
$ 20,000.00	$ 441.00	$ 441.00	$ 441.00
$ 21,000.00	$ 458.00	$ 458.00	$ 458.00
$ 22,000.00	$ 472.00	$ 472.00	$ 472.00
$ 23,000.00	$ 492.00	$ 492.00	$ 492.00
$ 24,000.00	$ 509.00	$ 509.00	$ 509.00
$ 25,000.00	$ 525.00	$ 525.00	$ 525.00
$ 26,000.00	$ 540.00	$ 540.00	$ 540.00
$ 27,000.00	$ 551.00	$ 551.00	$ 551.00
$ 28,000.00	$ 565.00	$ 565.00	$ 565.00
$ 29,000.00	$ 578.00	$ 578.00	$ 578.00
$ 30,000.00	$ 592.00	$ 592.00	$ 592.00
$ 31,000.00	$ 606.00	$ 606.00	$ 606.00
$ 32,000.00	$ 618.00	$ 618.00	$ 618.00
$ 33,000.00	$ 630.00	$ 630.00	$ 630.00
$ 34,000.00	$ 644.00	$ 644.00	$ 644.00
$ 35,000.00	$ 657.00	$ 657.00	$ 657.00
$ 36,000.00	$ 671.00	$ 671.00	$ 671.00
$ 37,000.00	$ 685.00	$ 685.00	$ 685.00
$ 38,000.00	$ 697.00	$ 697.00	$ 697.00
$ 39,000.00	$ 709.00	$ 709.00	$ 709.00
$ 40,000.00	$ 723.00	$ 723.00	$ 723.00
$ 41,000.00	$ 737.00	$ 737.00	$ 737.00
$ 42,000.00	$ 751.00	$ 751.00	$ 751.00
$ 43,000.00	$ 763.00	$ 763.00	$ 763.00
$ 44,000.00	$ 778.00	$ 778.00	$ 778.00
$ 45,000.00	$ 790.00	$ 790.00	$ 790.00
$ 46,000.00	$ 802.00	$ 802.00	$ 802.00
$ 47,000.00	$ 814.00	$ 814.00	$ 814.00
$ 48,000.00	$ 829.00	$ 829.00	$ 829.00
$ 49,000.00	$ 843.00	$ 843.00	$ 843.00
$ 50,000.00	$ 856.00	$ 856.00	$ 856.00

FOR ALL VALUATIONS OVER $50,000 = $856 + $9.31 x (VALUATION/$1,000)

Project Area and Valuation Calculations For All Permits

1. Project area and valuation is rounded up to nearest increment.

2. Project valuations shall be evaluated using applicants' estimated value of improvements and costs of construction published by the Engineering News-Record except as follows:

a. Retaining Walls: Portions of walls greater than 5' in height above grade shall be valued at $373/lnft and portions of walls less than 5' in height above grade shall be valued at $251/lnft.

Scheduled Fees are Subject to Additional Surcharges As Indicated

3% State Surcharge added to OBC permits as required

1% State Surcharge added to RCO permits as required

3% Technology Surcharge added to all scheduled fees excluding Administrative Hearings fees

1% Financial Recovery Fee added to all scheduled fees excluding Administrative Hearings fees

5% Planning Surcharge on all Construction, Plumbing and HVAC permits

1% Training Surcharge added to all scheduled fees excluding Administrative Hearings fees

*RCO refers throughout to the Residential Code of Ohio
**OBC refers throughout to the Ohio Building Code

APPLICATION EXTENSION

RCO Applications	$127.00
OBC Applications	$189.00

ZONING RELATED SERVICES

Certificate of Appropriateness	$119.00
Zoning Certificate of Compliance	$119.00
Zoning Verification Letter	$119.00
DeMinimus Variance/Minor Use Permits (FBC)	$235.00

RESIDENTIALCERTIFICATE OF OCCUPANY/INSPECTION

RCO Certificates (first dwelling unit)		$50.00
	Each additional unit	$13.00
OBC Certificates (first dwelling unit)		$69.00
	Each additional unit	$14.00
	Maximum fee	$159.00

NON-RESIDENTIAL & RESIDENTIAL W/O DWELLING UNITS

RCO and OBC Certificates (first 5000 sqft)		$134.00
	Each additional 5000 sqft	$15.00
	Maximum fee	$453.00

TIME LIMITED CERTIFICATE OF OCCUPANCY

5% of building permit fee for first three months plus 5% of building permit fee for each additional month thereafter.

Minimum fee	$101.00
Maximum fee	$650.00

ENGINEERING CHANGE (changes to plans following permit issuance)

Processing fee	$56.00
Approval fee	$81.00

REVISION FEE (including revisions to plan and revisions to engineering changes)

RCO Permits	$69.00
OBC Permits	$198.00

RE-INSPECTION FEE

Per inspection following second failed inspection	$134.00

INVESTIGATION FEE (for projects commenced without a permit)

The inspection fee is equal to the applicable permit fee and is charged in addition to the permit fee.

Maximum fee	$1,362.00

PERMIT REFUNDS

One half of a fully paid permit fee is refundable if work has not begun under the permit and the refund is requested prior to permit expiration. All other refunds are subject to approval in the discretion of the director of buildings and inspections and may only be issued for good cause shown.

PERMIT RENEWAL

Prior to their expiration, permits may be renewed for one-half of the original permit fee.

Minimum fee	$66.00
Maximum fee	$541.00

SCANNING FEES

Sheets greater than 8 1/2" X 11"	$10.00 /SHEET
Sheets no larger than 8 1/2" X 11"	$3.00 /SHEET

TENTS

Per 10,000 sqft per month	$134.00

REVIEW BY APPOINTMENT

RCO Applications	$96.00
OBC Applications	$521.00

PERMIT PROCESSING FEE

All permits applications are assessed a one time non-refundable fee that is due at the time of application.

RCO Applications	$37.00
OBC Applications	$106.00

This fee does not apply to plumbing and HVAC repair/replacement applications not requiring plans.

Premium Services - The fee is in addition to the regular permit fee and any other fees that may accrue

RCO AFTER HOURS AND WEEKEND PLANS EXAMINATION	$96 per application plus ($127+PE rate)/HR
OBC AFTER HOURS AND WEEKEND PLANS EXAMINATION	$547 per application plus ($134+PE rate)/HR
EXPRESS PLAN EXAMINATION***	$650 per application plus $1039/HR
SAME DAY PERMIT ISSUANCE FOLLOWING APPROVAL FROM ALL AGENCIES	$327 per application
SAME DAY INSPECTIONS	$198 per inspection plus inspector rate/HR
AFTER HOURS AND WEEKEND INSPECTIONS	$101 per inspection plus inspector rate/HR
FEES FOR PHASED PERMITTING	$198 per phase
COMMERCIAL COURTESY INSPECTION	$292 per inspection

***Except that plans meeting defined walkthrough criteria established by the director of buildings and inspections shall not incur fees in addition to regular permit fees.

CITY OF CINCINNATI
DEPARTMENT OF BUILDINGS AND INSPECTIONS
FEE SCHEDULE

Effective - July 01, 2021
per Ordinance No.

HVAC FEE SCHEDULE*			PLUMBING FEES			WRECKING FEES		EXCAVATION/FILL FEES
Estimated Valuation	OBC Projects without plans and new RCO installations	OBC Projects with plans	Number of Fixtures	Replace Fixture Fee	New Fixture Fee	Wrecking Area (x1000sqft)	Building Demo Fee	Excavation and Fill Area (X1000cy)
			1	$ 53.00	$ 76.00	1	$ 85.00	$ 188.00
$ 2,000.00	$ 81.00	$ 276.00	2	$ 77.00	$ 100.00	2	$ 130.00	$ 242.00
$ 3,000.00	$ 120.00	$ 276.00	3	$ 101.00	$ 124.00	3	$ 175.00	$ 296.00
$ 4,000.00	$ 159.00	$ 276.00	4	$ 125.00	$ 148.00	4	$ 220.00	$ 350.00
$ 5,000.00	$ 198.00	$ 276.00	5	$ 149.00	$ 172.00	5	$ 265.00	$ 404.00
$ 6,000.00	$ 230.00	$ 276.00	6	$ 173.00	$ 196.00	6	$ 310.00	$ 458.00
$ 7,000.00	$ 263.00	$ 276.00	7	$ 197.00	$ 220.00	7	$ 355.00	$ 512.00
$ 8,000.00	$ 296.00	$ 310.00	8	$ 221.00	$ 244.00	8	$ 400.00	$ 566.00
$ 9,000.00	$ 327.00	$ 345.00	9	$ 245.00	$ 268.00	9	$ 445.00	$ 620.00
$ 10,000.00	$ 361.00	$ 378.00	10	$ 269.00	$ 292.00	10	$ 490.00	$ 674.00
$ 11,000.00	$ 385.00	$ 407.00	11	$ 293.00	$ 316.00	11	$ 535.00	$ 728.00
$ 12,000.00	$ 414.00	$ 434.00	12	$ 317.00	$ 340.00	12	$ 580.00	$ 782.00
$ 13,000.00	$ 441.00	$ 462.00	13	$ 341.00	$ 364.00	13	$ 625.00	$ 836.00
$ 14,000.00	$ 467.00	$ 490.00	14	$ 365.00	$ 388.00	14	$ 670.00	$ 890.00
$ 15,000.00	$ 495.00	$ 521.00	15	$ 389.00	$ 412.00	15	$ 715.00	$ 944.00
$ 16,000.00	$ 524.00	$ 550.00	16	$ 413.00	$ 436.00	16	$ 760.00	$ 998.00
$ 17,000.00	$ 550.00	$ 579.00	17	$ 437.00	$ 460.00	17	$ 805.00	$ 1,052.00
$ 18,000.00	$ 578.00	$ 607.00	18	$ 461.00	$ 484.00	18	$ 850.00	$ 1,106.00
$ 19,000.00	$ 606.00	$ 636.00	19	$ 485.00	$ 508.00	19	$ 895.00	$ 1,160.00
$ 20,000.00	$ 632.00	$ 664.00	20	$ 509.00	$ 532.00	20	$ 940.00	$ 1,214.00
$ 21,000.00	$ 658.00	$ 693.00	21	$ 533.00	$ 556.00	21	$ 985.00	$ 1,268.00
$ 22,000.00	$ 686.00	$ 719.00	22	$ 557.00	$ 580.00	22	$ 1,030.00	$ 1,322.00
$ 23,000.00	$ 713.00	$ 750.00	23	$ 581.00	$ 604.00	23	$ 1,075.00	$ 1,376.00
$ 24,000.00	$ 739.00	$ 778.00	24	$ 605.00	$ 628.00	24	$ 1,120.00	$ 1,430.00
$ 25,000.00	$ 766.00	$ 804.00	25	$ 629.00	$ 652.00	25	$ 1,165.00	$ 1,484.00
$ 26,000.00	$ 788.00	$ 829.00	26	$ 653.00	$ 676.00	26	$ 1,210.00	$ 1,538.00
$ 27,000.00	$ 810.00	$ 850.00	27	$ 677.00	$ 700.00	27	$ 1,255.00	$ 1,592.00
$ 28,000.00	$ 834.00	$ 876.00	28	$ 701.00	$ 724.00	28	$ 1,300.00	$ 1,646.00
$ 29,000.00	$ 854.00	$ 896.00	29	$ 725.00	$ 748.00	29	$ 1,345.00	$ 1,700.00
$ 30,000.00	$ 877.00	$ 921.00	30	$ 749.00	$ 772.00	30	$ 1,390.00	$ 1,754.00
$ 31,000.00	$ 898.00	$ 943.00	31	$ 773.00	$ 796.00	31	$ 1,435.00	$ 1,808.00
$ 32,000.00	$ 921.00	$ 966.00	32	$ 797.00	$ 820.00	32	$ 1,480.00	$ 1,862.00
$ 33,000.00	$ 943.00	$ 992.00	33	$ 821.00	$ 844.00	33	$ 1,525.00	$ 1,916.00
$ 34,000.00	$ 965.00	$ 1,014.00	34	$ 845.00	$ 868.00	34	$ 1,570.00	$ 1,970.00
$ 35,000.00	$ 985.00	$ 1,035.00	35	$ 869.00	$ 892.00	35	$ 1,615.00	$ 2,024.00
$ 36,000.00	$ 1,008.00	$ 1,058.00	36	$ 893.00	$ 916.00	36	$ 1,660.00	$ 2,078.00
$ 37,000.00	$ 1,030.00	$ 1,082.00	37	$ 917.00	$ 940.00	37	$ 1,705.00	$ 2,132.00
$ 38,000.00	$ 1,051.00	$ 1,105.00	38	$ 941.00	$ 964.00	38	$ 1,750.00	$ 2,186.00
$ 39,000.00	$ 1,075.00	$ 1,130.00	39	$ 965.00	$ 988.00	39	$ 1,795.00	$ 2,240.00
$ 40,000.00	$ 1,097.00	$ 1,152.00	40	$ 989.00	$ 1,012.00	40	$ 1,840.00	$ 2,294.00
$ 41,000.00	$ 1,119.00	$ 1,177.00	41	$ 1,013.00	$ 1,036.00	41	$ 1,885.00	$ 2,348.00
$ 42,000.00	$ 1,140.00	$ 1,196.00	42	$ 1,037.00	$ 1,060.00	42	$ 1,930.00	$ 2,402.00
$ 43,000.00	$ 1,162.00	$ 1,220.00	43	$ 1,061.00	$ 1,084.00	43	$ 1,975.00	$ 2,456.00
$ 44,000.00	$ 1,184.00	$ 1,243.00	44	$ 1,085.00	$ 1,108.00	44	$ 2,020.00	$ 2,510.00
$ 45,000.00	$ 1,205.00	$ 1,267.00	45	$ 1,109.00	$ 1,132.00	45	$ 2,065.00	$ 2,564.00
$ 46,000.00	$ 1,228.00	$ 1,289.00	46	$ 1,133.00	$ 1,156.00	46	$ 2,110.00	$ 2,618.00
$ 47,000.00	$ 1,249.00	$ 1,313.00	47	$ 1,157.00	$ 1,180.00	47	$ 2,155.00	$ 2,672.00
$ 48,000.00	$ 1,273.00	$ 1,336.00	48	$ 1,181.00	$ 1,204.00	48	$ 2,200.00	$ 2,726.00
$ 49,000.00	$ 1,293.00	$ 1,359.00	49	$ 1,205.00	$ 1,228.00	49	$ 2,245.00	$ 2,780.00
$ 50,000.00	$ 1,318.00	$ 1,383.00	50	$ 1,229.00	$ 1,252.00	50	$ 2,290.00	$ 2,834.00

HVAC FEE SCHEDULE (Valuations>$50,000)	PLUMBING FEE SCHEDULE		WRECKING FEES	E/F FEE SCHEDULE	
$50,001 TO $100,000 = $1383 + $17.68/$1000	Each additional fixture	$ 24.00	Each additional 1000 sqft $45	First 100 cy	$134
$100,001 TO $500,000 = $2267 + $14.96/$1000				Each additional 1000cy	$54
$500,001 OR MORE = $8251 + $13.61/$1000					

***HVAC Replacement in RCO Projects**

REPLACE EQUIPMENT/CONNECT TO AN EXISTING BRANCH UNIT
$93 FOR THE FIRST UNIT + $36 EACH ADDITIONAL UNIT

ADD EQUIPMENT CONNECTION TO NEW BRANCH CIRCUIT
$72 FOR THE FIRST UNIT + $36 EACH ADDITIONAL UNIT

COMBINATION OF ABOVE
$93 FOR THE FIRST UNIT + $36 FOR EACH ADDITIONAL UNIT

CITY OF CINCINNATI
DEPARTMENT OF BUILDINGS AND INSPECTIONS
FEE SCHEDULE

Effective - July 01, 2021
per Ordinance No.

Elevator Permit Fees NEW CONSTRUCTION - ADD - ALT - REPAIRS	
Estimated Valation	Permit Fee
$2,000.00	$ 84.00
$3,000.00	$ 109.00
$4,000.00	$ 137.00
$5,000.00	$ 162.00
$6,000.00	$ 185.00
$7,000.00	$ 205.00
$8,000.00	$ 225.00
$9,000.00	$ 250.00
$10,000.00	$ 269.00
$11,000.00	$ 285.00
$12,000.00	$ 304.00
$13,000.00	$ 319.00
$14,000.00	$ 336.00
$15,000.00	$ 354.00
$16,000.00	$ 371.00
$17,000.00	$ 388.00
$18,000.00	$ 406.00
$19,000.00	$ 423.00
$20,000.00	$ 441.00
$21,000.00	$ 458.00
$22,000.00	$ 472.00
$23,000.00	$ 492.00
$24,000.00	$ 509.00
$25,000.00	$ 525.00
$26,000.00	$ 540.00
$27,000.00	$ 551.00
$28,000.00	$ 565.00
$29,000.00	$ 578.00
$30,000.00	$ 592.00
$31,000.00	$ 606.00
$32,000.00	$ 618.00
$33,000.00	$ 630.00
$34,000.00	$ 644.00
$35,000.00	$ 657.00
$36,000.00	$ 671.00
$37,000.00	$ 685.00
$38,000.00	$ 697.00
$39,000.00	$ 709.00
$40,000.00	$ 723.00
$41,000.00	$ 737.00
$42,000.00	$ 751.00
$43,000.00	$ 763.00
$44,000.00	$ 778.00
$45,000.00	$ 790.00
$46,000.00	$ 802.00
$47,000.00	$ 814.00
$48,000.00	$ 829.00
$49,000.00	$ 843.00
$50,000.00	$ 856.00
FOR ALL VALUATIONS OVER $50,000 = $856 + $9.31 x (VALUATION/$1,000)	

Fee Schedule Certificates of Operation	
Floor	Yearly Total
1 THRU 5	$ 220.00
6	$ 245.00
7	$ 270.00
8	$ 295.00
9	$ 320.00
10	$ 345.00
11	$ 370.00
12	$ 395.00
13	$ 420.00
14	$ 445.00
15	$ 470.00
16	$ 495.00
17	$ 520.00
18	$ 545.00
19	$ 570.00
20	$ 595.00
21	$ 620.00
22	$ 645.00
23	$ 670.00
24	$ 695.00
25	$ 720.00
26	$ 745.00
27	$ 770.00
28	$ 795.00
29	$ 820.00
30	$ 845.00
31	$ 870.00
32	$ 895.00
33	$ 920.00
34	$ 945.00
35	$ 970.00
36	$ 995.00
37	$ 1,020.00
38	$ 1,045.00
39	$ 1,070.00
40	$ 1,095.00
41	$ 1,120.00
42	$ 1,145.00
43	$ 1,170.00
44	$ 1,195.00
45	$ 1,220.00
46	$ 1,245.00
47	$ 1,270.00
Additional floors = $25 per floor	
Escalators	$ 307.00
Ash Hoists	$ 81.00
Manlift	$ 160.00
Special Purpose Elevator	$ 184.00
Sidewalk Lifts	$ 93.00
Stairway Chair Lifts	$ 68.00
Dumbwaiters (Cart Lift)	$ 81.00
Moving Walk	$ 307.00
Pallet Lift	$ 81.00
Stage Lift	$ 232.00
Material Lift	$ 81.00
Wheel Chair Lifts	$ 68.00
LULA	$ 88.00
Processing Fees - Commercial	$ 106.00
Processing Fees - Residential	$ 37.00
Safety Test Reports	$ 34.00
Reinspection Fee (after first failed inspection)	$ 72.00
Seal Out of Service	$ 73.00
Late Fee	$ 27.00

CITY OF CINCINNATI
DEPARTMENT OF BUILDINGS AND INSPECTIONS
FEE SCHEDULE

Effective - July 01, 2021
per Ordinance No.

Administrative Hearing Fees	
Historic Conservation Board Hearing (Alterations and Demolitions)	$500.00
Historic Conservation Board Hearing (Postponement or Continuance at Applicant's Request After Mailing Notice)	$50.00
Zoning Hearing Examiner (Use Variance Applications)	$900.00
Zoning Hearing Examiner (RCO Project Applications)	$300.00
Zoning Hearing Examiner (All Other Applications)	$500.00
Zoning Hearing Examiner (Postponement or Continuance at Applicant's Request After Mailing Notice)	$50.00
Zoning Board of Appeals (All Appeals)	$300.00
Board of Housing Appeals (VBML Appeals; Vacant Foreclosed Property Appeals)	$250.00
Board of Housing Appeals (Property Maintenance and Code Enforcement Appeals; Community Reinvestment Area Tax Exemption Appeals)	$100.00
Board of Building Appeal (RCO Projects)	$59.00
Board of Building Appeal (OBC Projects)	$100.00

CITY OF CINCINNATI
DEPARTMENT OF BUILDINGS AND INSPECTIONS
FEE SCHEDULE

Effective - July 01, 2021
per Ordinance No.

Property Maintenance Fees	
Periodic Inspection Fee For Compliance w/Conditions Of Approval	$292.00
Façade Examination Report Review Fee	$116.00
Fire Escape Examination Report Review Fee	$116.00
Director Determinations for VBML Waiver and Fee Deductions	$143.00

Quarterly Code Enforcement Monitoring Fee	Days in Non-Compliance	Quarterly Fees
	61-150	$37.00
	151-240	$52.00
	241-330	$68.00
	331-420	$84.00
	421-510	$99.00
	511-600	$114.00
	601-690	$130.00
	691-780	$145.00
	781 or >	$166.00

city of CINCINNATI
Interdepartment Correspondence Sheet

June 9, 2021

To: Mayor and Members of City Council 202102175

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – FY 2022 General Capital Budget**

Attached is an Emergency Ordinance captioned:

> **APPROVING AND ADOPTING** a Capital Improvement Program and Budget for Fiscal Year 2022, transferring and appropriating taxes and other revenue and existing funds for the purpose of carrying out certain parts of the Capital Improvement Program, and providing for the transfer and appropriation of notes to be issued and to be repaid from the lease proceeds of the Cincinnati Southern Railway to other parts of said Capital Improvement Program; AUTHORIZING the transfer and return to source Funds 757, 758, and 762 the sum of $4,000,000 from various existing General Capital Budget capital improvement program project accounts in accordance with the attached Schedule of Transfer; AUTHORIZING the transfer and appropriation of the sum of $1,500,000 to various existing General Capital Budget capital improvement program project accounts in accordance with the attached Schedule of Transfer; AUTHORIZING the transfer and appropriation of the sum of $2,500,000, to be raised by the issuance of bonds by the City of Cincinnati, to various existing General Capital Budget capital improvement program project accounts in accordance with the attached Schedule of Transfer; Authorizing the transfer and appropriation of resources from various existing funds to various project accounts; and further DECLARING certain projects to be for a public purpose, all for the purpose of carrying out the Capital Improvement Program.

Approving and adopting the City Manager's Recommended FY 2022 General Capital Budget provides funding for the Fiscal Year 2022 General Capital Improvement Program Budget in the amount of $83,640,000, effective July 1, 2021.

Sections 2 through 9 refer to the capital projects and their funding sources as outlined below:

1. Section 2 transfers and returns to source Funds 757, 758, and 762 the sum of $4,000,000 from various existing General Capital Budget capital project accounts to provide resources for the FY 2022 Capital Improvement Program and various existing project accounts.

2. Section 3 transfers and appropriates the sum of $1,500,000 to various existing project accounts.

3. Section 4 distributes $2,500,000 from various FY 2022 bond resources to various existing capital project accounts.

4. Section 5 distributes $2,500,000 in reprogrammed resources to new capital project accounts.

5. Section 6 distributes $8,950,000 from income tax permanent improvement funds derived from the 0.15% portion of the City income tax.

6. Section 7 distributes $49,050,000 from various FY 2022 bond resources.

7. Section 8 distributes $22,890,000 from Southern Railway related resources.

8. Section 9 distributes $250,000 from the Blue Ash Property sale proceeds.

This Emergency Ordinance also declares the following capital improvement program projects serve a public purpose: Affordable Housing Trust Funding – General Capital, Strategic Housing Initiatives Program (SHIP), Commercial & Industrial Public Improvements, Neighborhood Business District Improvements, Neighborhood Business Property Holding, Tax Incentive/Enterprise Zone, Hazard Abatement/Demolition Program, Retail/Commercial Opportunities, Community Development Focus District, Smale Riverfront Park, Convention Center Improvements, Findlay Market Improvements, and Community Facility Improvements – Art Museum. These projects will foster local improvements and investment and increase neighborhood vitality. Each project also has an estimated life or period of usefulness of five years or more.

There are several changes reflected in this Emergency Ordinance from the Recommended FY 2022 Capital Budget:

- Neighborhood Business District Improvements Program (NBDIP): The source of funding originally proposed in the City Manager's Recommended Biennial Budget for Neighborhood Business District Public Improvements was Street Improvement Bonds. Use of this bond financing would require the scope of the NBDIP program to be limited to streetscape improvements and infrastructure owned by the City in the public right-of-way. In order to maximize the flexibility of the use of these funds, various existing project funding will be swapped so that cash capital resources will now be used to finance the standard Neighborhood Business District Improvements Program (NBDIP).

- Smale Riverfront Park: The capital improvement program project account, "Smale Riverfront Park" will be changed from the version originally included in the City Manager's Recommended Biennial Budget to reflect a change in the scope of work

from stabilization of the riverbank at Smale Riverfront Park between the Roebling Bridge and Elm Street to a focus on construction of the extension on Lot 23.

The description of the project will be changed to the following: "This project will provide resources for construction of the Smale Riverfront Park extension on Lot 23 of the Banks."

The purpose of the project will be changed to following: "The purpose of this project is to create an engaging public space at the Smale Riverfront Park that will encourage social interaction between different types of people." In addition, the amount of $100,000 previously reflected as part of the "Engineering" phase will be reflected as also included in the "Construction" phase for a total of $1,500,000 allocation to the "Construction" phase.

Additionally, the source of funding for this project will be changed. Originally, this project was to be funded by property tax supported debt. It was determined that the project cannot be financed in this manner; so various existing project funding resources will be swapped to better align eligible resources with eligible uses, including Smale Riverfront Park.

The reason for the emergency is the need to have funding in place to carry out the City's Fiscal Year 2022 Capital Improvement Program, which begins on July 1, 2021.

The Administration recommends passage of this Emergency Ordinance.

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

Attachments

E M E R G E N C Y

AEP

- 2021

APPROVING AND ADOPTING a Capital Improvement Program and Budget for Fiscal Year 2022, transferring and appropriating taxes and other revenue and existing funds for the purpose of carrying out certain parts of the Capital Improvement Program, and providing for the transfer and appropriation of notes to be issued and to be repaid from the lease proceeds of the Cincinnati Southern Railway to other parts of said Capital Improvement Program; AUTHORIZING the transfer and return to source Funds 757, 758, and 762 the sum of $4,000,000 from various existing General Capital Budget capital improvement program project accounts in accordance with the attached Schedule of Transfer; AUTHORIZING the transfer and appropriation of the sum of $1,500,000 to various existing General Capital Budget capital improvement program project accounts in accordance with the attached Schedule of Transfer; AUTHORIZING the transfer and appropriation of the sum of $2,500,000, to be raised by the issuance of bonds by the City of Cincinnati, to various existing General Capital Budget capital improvement program project accounts in accordance with the attached Schedule of Transfer; AUTHORIZING the transfer and appropriation of resources from various existing funds to various project accounts; and further DECLARING certain projects to be for a public purpose, all for the purpose of carrying out the Capital Improvement Program.

WHEREAS, it is necessary that Council approve the expenditure of funds in existence or in collection from certain capital improvements; and

WHEREAS, in order to present a comprehensive program, it is advisable to authorize the transfer and appropriation to certain capital improvement accounts of funds to be raised by the issuance of bonds of the City of Cincinnati and from the proceeds of the Cincinnati Southern Railway; now, therefore,

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

Section 1. That there is adopted and approved as the Capital Improvement Program and Budget for the fiscal year 2022 (FY 2022), the projects included in Sections 2 through 9 to be established and financed in the amounts and from the sources set forth therein.

Section 2. That the sum of $4,000,000 is hereby transferred and returned to source Funds 757, 758, and 762 from various existing General Capital Budget capital improvement program project accounts for the purpose of decreasing existing capital improvement program project

accounts and providing resources for the FY 2022 Capital Improvement Program, according to Schedule A, Schedule of Transfer, attached hereto and by this reference made part hereof.

Section 3. That the sum of $1,500,000 is transferred and appropriated to existing project accounts according to Schedule B, attached hereto and by this reference made a part hereof, for the improvements listed in Schedule B.

Section 4. That the sum of $2,500,000 to be raised by the issuance of bonds by the City of Cincinnati is transferred and appropriated to existing project accounts according to Schedule C, attached hereto and by this reference made a part hereof, for the improvements listed in Schedule C.

Section 5. That the sum of $2,500,000 available in various funds is transferred and appropriated via reprogramming to new capital improvement program project accounts according to Schedule D, attached hereto and by this reference made a part hereof, for the improvements listed in Schedule D.

Section 6. That the sum of $8,950,000 from the 0.15% income tax is hereby transferred and appropriated to the individual project accounts listed in Schedule E, attached hereto and by this reference made a part hereof, for the improvements listed in Schedule E.

Section 7. That the sum of $49,050,000 to be raised by the issuance of bonds by the City of Cincinnati is hereby transferred and appropriated according to Schedule F, attached hereto and by this reference made a part hereof, for the improvements listed in Schedule F.

Section 8. That the sum of $22,890,000 to be raised by the issuance of notes and to be repaid from lease proceeds of the Cincinnati Southern Railway is hereby transferred and appropriated according to Schedule G, attached hereto and by this reference made a part hereof, for the improvements listed in Schedule G.

Section 9. That the sum of $250,000 from the Blue Ash Property sale proceeds is hereby transferred and appropriated to the capital project account listed in Schedule H, attached hereto and by this reference made a part hereof, for the improvements listed in Schedule H.

Section 10. That the Affordable Housing Trust Funding – General Capital; Strategic Housing Initiatives Program (SHIP); Commercial & Industrial Public Improvements; Neighborhood Business District Improvements; Neighborhood Business Property Holding; Tax Incentive/Enterprise Zone; Hazard Abatement/Demolition Program; Retail/Commercial Opportunities; Community Development Focus District; Smale Riverfront Park; Convention Center Improvements; Findlay Market Improvements; and Community Facility Improvements – Art Museum capital improvement program projects are hereby declared to serve a public purpose because the projects will foster local improvements and investment and increase neighborhood vitality, and because each project has an estimated life or period of usefulness of five years or more.

Section 11. That no expenditure of money from project accounts shall be made, nor shall expenditures thereof be contracted for, unless the money therefore has been received by the City or is in the process of collection.

Section 12. That the Finance Director of the City is authorized to draw her warrant upon the Treasury of the City for the amounts appropriated and for the purposes stated in this ordinance, upon receiving the proper certificates and vouchers therefore approved by the City Manager or her designee, the appropriate board, or other officers authorized by law to approve the same, or upon receiving the proper certificates and vouchers therefore authorized by an ordinance or resolution of Council to make the expenditures, provided that vouchers for payment out of any of the foregoing appropriations by order of a court decree shall be approved by the City Solicitor in addition to any other authority required by law.

Section 13. That Council hereby authorizes the proper boards or officials to enter into any contract or contracts for any of the projects or parts thereof set forth in the Sections herein. Said board or official shall execute said contracts in accordance with all applicable law, including the charter and ordinances of the City of Cincinnati.

Section 14. That appropriations and allocations to the various projects remaining unexpended at the end of FY 2022 shall remain in the individual project accounts and may be expended at a later time, provided however, that money not required in a particular project account, as determined by City Council, shall be returned by the Finance Director to the fund from which it was originally transferred.

Section 15. That nothing in this ordinance shall be construed as intending to supersede or dispense with the procedures or acts required by state or federal laws or regulations relating to matters involving assessments or state or federal assistance projects.

Section 16. That Sections 1 through 15 hereof shall become effective as of July 1, 2021.

Section 17. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the need to have funding in place to carry out the City's Fiscal Year 2022 Capital Improvement Program, which begins July 1, 2021.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

That the amounts set forth hereinafter are hereby returned to source in the amount of $4,000,000.00 to the individual funds listed hereinafter:

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM NUMBER:	DESCRIPTION	PROJECT OR FUND TO BE TRANSFERRED TO NUMBER:	DESCRIPTION	TOTAL BUDGETED COST ALL FUNDS PRIOR	REVISED	AMOUNT TO BE APPROPRIATED OR TRANSFERRED
Ent. Tech. Solutions 091	190928	800 MHz Microwave Radio Network Replacement	757	Miscellaneous Permanent Improvement Fund	1,734,000.00	59,000.00	1,675,000.00
Com. & Econ Dev. Housing Dev. 162	181600	Neighborhood Market Rate Housing	758	Income Tax Permanent Improvement Fund	459,600.00	70,600.00	389,000.00
	181602	Core 4 Strategic Housing Notice of Funding Availability	762	Urban Redevelopment Tax Increment Equivalent Fund	500,000.00	147,200.00	352,800.00
	181602	Core 4 Strategic Housing Notice of Funding Availability	758	Income Tax Permanent Improvement Fund	147,200.00	0.00	147,200.00
	201644	Affordable Housing	758	Income Tax Permanent Improvement Fund	611,000.00	0.00	611,000.00
Public Services City Facility Mgt. 255	192525	Fire Training Facility	757	Miscellaneous Permanent Improvement Fund	10,000,000.00	9,175,000.00	825,000.00

That the amounts set forth hereinafter are hereby appropriated and allocated, reprogramming in the amount of $1,500,000.00 to the individual prior year project accounts for the improvements listed hereinafter:

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM NUMBER:	DESCRIPTION	PROJECT OR FUND TO BE TRANSFERRED TO NUMBER:	DESCRIPTION	TOTAL BUDGETED COST ALL FUNDS PRIOR	REVISED	AMOUNT TO BE APPROPRIATED OR TRANSFERRED
Com. & Econ Dev. Housing Dev. 162	757	Miscellaneous Permanent Improvement Fund	181600	Neighborhood Market Rate Housing	70,600.00	459,600.00	389,000.00
	757	Miscellaneous Permanent Improvement Fund	181602	Core 4 Strategic Housing Notice of Funding Availability	0.00	500,000.00	500,000.00
	757	Miscellaneous Permanent Improvement Fund	201644	Affordable Housing	0.00	611,000.00	611,000.00

That the amounts set forth hereinafter totaling $2,500,000.00 to be raised by the issuance of bonds of the City of Cincinnati are hereby appropriated and allocated to the individual project accounts for the improvements listed hereinafter:

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM NUMBER:	DESCRIPTION	PROJECT OR FUND TO BE TRANSFERRED TO NUMBER:	DESCRIPTION	TOTAL BUDGETED COST ALL FUNDS PRIOR	REVISED	AMOUNT TO BE APPROPRIATED OR TRANSFERRED
Ent. Tech. Solutions 091	864	Automotive & Other Equipment Bond Fund	190928	800 MHz Microwave Radio Network Replacement	59,000.00	1,734,000.00	1,675,000.00
Public Services City Facility Mgt. 255	861	Public Building Improvement Bond Fund	192525	Fire Training Facility	9,175,0000.00	10,000,000.00	825,000.00

That the amounts set forth hereinafter are hereby appropriated and allocated, reprogramming in the amount of $2,500,000.00 to the individual project accounts for the improvements listed hereinafter:

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM NUMBER:	DESCRIPTION	PROJECT OR FUND TO BE TRANSFERRED TO NUMBER:	DESCRIPTION	TOTAL BUDGETED COST ALL FUNDS PRIOR	REVISED	AMOUNT TO BE APPROPRIATED OR TRANSFERRED
Com. & Econ Dev. Economic Dev. 164	757	Miscellaneous Permanent Improvement Fund	221607	Neighborhood Business District Improvements	0.00	1,000,000.00	1,000,000.00
Parks Admin. & Program Services 203	762	Urban Redevelopment Tax Increment Equivalent Fund	222001	Smale Riverfront Park	0.00	352,800.00	352,800.00
	758	Income Tax Perm. Improvement Fund	222001	Smale Riverfront Park	0.00	1,147,200.00	1,147,200.00

That the amounts set forth hereinafter totaling $8,950,000.00 from the 0.15% income tax are hereby appropriated and allocated to the individual project accounts for the improvements listed hereinafter:

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM NUMBER: DESCRIPTION		PROJECT OR FUND TO BE TRANSFERRED TO NUMBER: DESCRIPTION		TOTAL BUDGETED COST ALL FUNDS PRIOR	REVISED	AMOUNT TO BE APPROPRIATED OR TRANSFERRED
Ent. Tech. Solutions 091	758	Income Tax Perm. Improvement Fund	220902	Information and Cyber Security Enhancements	0.00	310,000.00	310,000.00
	758	Income Tax Perm. Improvement Fund	220903	Enterprise Networks Enhancements	0.00	306,000.00	306,000.00
	758	Income Tax Perm. Improvement Fund	220904	Cincinnati Financial System Upgrades	0.00	25,000.00	25,000.00
	758	Income Tax Perm. Improvement Fund	220908	Disaster Recovery / Business Continuity	0.00	70,000.00	70,000.00
	758	Income Tax Perm. Improvement Fund	220909	Digital Services Enhancements	0.00	33,000.00	33,000.00
	758	Income Tax Perm. Improvement Fund	220912	Data Center Infrastructure Replacement	0.00	61,000.00	61,000.00
	758	Income Tax Perm. Improvement Fund	220913	Telephone System Upgrades	0.00	3,500.00	3,500.00
	758	Income Tax Perm. Improvement Fund	220914	CHRIS Upgrades and Enhancements	0.00	25,000.00	25,000.00
	758	Income Tax Perm. Improvement Fund	220918	Lifecycle Asset Replacement	0.00	220,000.00	220,000.00
	758	Income Tax Perm. Improvement Fund	220919	Mobile Dispatch Computer Hardware	0.00	275,000.00	275,000.00
	758	Income Tax Perm. Improvement Fund	220921	Accela Upgrades	0.00	650,000.00	650,000.00
	758	Income Tax Perm. Improvement Fund	220922	City Website Closed Captioning	0.00	15,000.00	15,000.00
Ent. Tech. Solutions - CAGIS 092	758	Income Tax Perm. Improvement Fund	220905	CAGIS Infrastructure	0.00	61,500.00	61,500.00
City Manager Emergency Comm. 103	758	Income Tax Perm. Improvement Fund	221027	NICE System Replacement & Upgrade	0.00	550,500.00	550,500.00
	758	Income Tax Perm. Improvement Fund	221030	Emergency Protocols System Upgrade	0.00	450,500.00	450,500.00
City Manager OES 104	758	Income Tax Perm. Improvement Fund	221001	Regulatory Compliance & Energy Conservation	0.00	35,000.00	35,000.00
	758	Income Tax Perm. Improvement Fund	221002	Center Hill Gas & Leachate	0.00	85,000.00	85,000.00

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM NUMBER:	DESCRIPTION	PROJECT OR FUND TO BE TRANSFERRED TO NUMBER:	DESCRIPTION	TOTAL BUDGETED COST ALL FUNDS PRIOR	REVISED	AMOUNT TO BE APPROPRIATED OR TRANSFERRED
City Manager OES 104	758	Income Tax Perm. Improvement Fund	221012	Emergency Environmental Cleanup/UST	0.00	10,000.00	10,000.00
City Manager OP & DA 108	758	Income Tax Perm. Improvement Fund	221016	Enterprise Data Warehouse	0.00	32,000.00	32,000.00
Law Administration 111	758	Income Tax Perm. Improvement Fund	221104	Public Records and Discovery	0.00	50,000.00	50,000.00
Com. & Econ Dev. Housing Dev. 162	758	Income Tax Perm. Improvement Fund	221602	Strategic Housing Initiatives Program (SHIP)	0.00	250,000.00	250,000.00
	758	Income Tax Perm. Improvement Fund	221644	Affordable Housing Trust Funding - General Capital	0.00	250,000.00	250,000.00
Com. & Econ Dev. Economic Dev. 164	758	Income Tax Perm. Improvement Fund	221605	Tax Incentive/Enterprise Zone	0.00	102,000.00	102,000.00
	758	Income Tax Perm. Improvement Fund	221608	Neighborhood Business Property Holding	0.00	150,000.00	150,000.00
	758	Income Tax Perm. Improvement Fund	221609	Community Development Focus District	0.00	300,000.00	300,000.00
	758	Income Tax Perm. Improvement Fund	221610	Commercial & Industrial Public Improvements	0.00	300,000.00	300,000.00
	758	Income Tax Perm. Improvement Fund	221611	Retail/Commercial Opportunities	0.00	758,000.00	758,000.00
City Planning 171	758	Income Tax Perm. Improvement Fund	221700	Neighborhood Studies	0.00	49,000.00	49,000.00
Buildings & Inspections Code Enforcement 212	758	Income Tax Perm. Improvement Fund	222103	Hazard Abatement/Demolition Program	0.00	512,500.00	512,500.00
	758	Income Tax Perm. Improvement Fund	222108	BuildingBlocks Code Enforcement Interface	0.00	85,500.00	85,500.00
	758	Income Tax Perm. Improvement Fund	222109	Private Lot Abatement Program Equipment	0.00	20,000.00	20,000.00
Police Investigations 225	758	Income Tax Perm. Improvement Fund	222227	Latent Fingerprint Case Management and Training System	0.00	50,000.00	50,000.00
Transp. & Eng. Director 231	758	Income Tax Perm. Improvement Fund	222335	Information Systems Acquisition	0.00	81,000.00	81,000.00

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM NUMBER:	DESCRIPTION	PROJECT OR FUND TO BE TRANSFERRED TO NUMBER:	DESCRIPTION	TOTAL BUDGETED COST ALL FUNDS PRIOR	REVISED	AMOUNT TO BE APPROPRIATED OR TRANSFERRED
Transp. & Eng. Planning 232	758	Income Tax Perm. Improvement Fund	222313	Neighborhood Gateways/Greenways Imprvmnt	0.00	80,000.00	80,000.00
	758	Income Tax Perm. Improvement Fund	222320	OKI Corridor Studies	0.00	80,000.00	80,000.00
	758	Income Tax Perm. Improvement Fund	222336	Neighborhood Transportation Strategies	0.00	500,000.00	500,000.00
Transp. & Eng. Eng. 233	758	Income Tax Perm. Improvement Fund	222308	Street Rehabilitation	0.00	279,000.00	279,000.00
	758	Income Tax Perm. Improvement Fund	222310	SCIP Loan Repayment	0.00	394,500.00	394,500.00
	758	Income Tax Perm. Improvement Fund	222350	MLK/I-71 Interchange SIB Loan	0.00	138,500.00	138,500.00
Enterprise Services Convention Ctr. 243	758	Income Tax Perm. Improvement Fund	222419	Convention Center Improvements	0.00	500,000.00	500,000.00
Public Services City Facility Mgt. 255	758	Income Tax Perm. Improvement Fund	222504	Community Facility Improvements - Art Museum	0.00	200,000.00	200,000.00
	758	Income Tax Perm. Improvement Fund	222508	Obsolete Air Conditioning Systems Replacement	0.00	3,000.00	3,000.00
	758	Income Tax Perm. Improvement Fund	222521	Findlay Market Improvements	0.00	200,000.00	200,000.00
Health Comm. Health Services 263	758	Income Tax Perm. Improvement Fund	222601	Environmental Health Technology Improvements	0.00	399,000.00	399,000.00

That the amounts set forth hereinafter totaling $49,050,000.00 to be raised by the issuance of bonds of the City of Cincinnati are hereby appropriated and allocated to the individual project accounts for the improvements listed hereinafter:

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM NUMBER:	DESCRIPTION	PROJECT OR FUND TO BE TRANSFERRED TO NUMBER:	DESCRIPTION	TOTAL BUDGETED COST ALL FUNDS PRIOR	REVISED	AMOUNT TO BE APPROPRIATED OR TRANSFERRED
Ent. Tech. Solutions 091	861	Public Building Improvement Bond Fund	220906	Radio Communications Equipment	0.00	690,000.00	690,000.00
	864	Automotive & Other Equipment Bond Fund	220910	Real Time Crime Center Camera Program	0.00	150,000.00	150,000.00
	864	Automotive & Other Equipment Bond Fund	220913	Telephone System Upgrades	3,500.00	141,000.00	137,500.00
	864	Automotive & Other Equipment Bond Fund	220920	Video Conference Room Equipment	0.00	50,000.00	50,000.00
City Manager Emergency Comm. 103	864	Automotive & Other Equipment Bond Fund	221031	Northern Kentucky Radio Interoperability	0.00	75,500.00	75,500.00
	864	Automotive & Other Equipment Bond Fund	221032	ECC Radios	0.00	90,000.00	90,000.00
City Manager OES 104	864	Automotive & Other Equipment Bond Fund	221005	Wheeled Recycling Cart Replacement	0.00	25,000.00	25,000.00
Law - Admin Hearings & Pros. 112	864	Automotive & Other Equipment Bond Fund	221108	Replace Audio Equipment for Public Hearings	0.00	15,000.00	15,000.00
Parks Admin. & Program Services 203	860	Parks and Recreation Improvement Bond Fund	222006	Sawyer Point Tennis Courts Improvement	0.00	250,000.00	250,000.00
	860	Parks and Recreation Improvement Bond Fund	222007	Park Trails Expansion	0.00	500,000.00	500,000.00
	860	Parks and Recreation Improvement Bond Fund	222008	Mt. Airy Trails Expansion	0.00	1,050,000.00	1,050,000.00
Police - Support 226	864	Automotive & Other Equipment Bond Fund	222200	NICE Recorder Upgrades	0.00	14,000.00	14,000.00
	864	Automotive & Other Equipment Bond Fund	222201	Police Mobile Digital Video (In-Car Camera) Storage	0.00	173,000.00	173,000.00
	864	Automotive & Other Equipment Bond Fund	222210	Police Equipment	0.00	113,000.00	113,000.00
Transp. & Eng. Planning 232	858	Street Improvement Bond Fund	222304	Path to the Taft Lighting Improvement	0.00	20,000.00	20,000.00
	858	Street Improvement Bond Fund	222305	Safety Improvements	0.00	124,000.00	124,000.00
	858	Street Improvement Bond Fund	222309	Paddock Road Safety Improvements	0.00	150,000.00	150,000.00

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM NUMBER: DESCRIPTION		PROJECT OR FUND TO BE TRANSFERRED TO NUMBER: DESCRIPTION		TOTAL BUDGETED COST ALL FUNDS PRIOR	REVISED	AMOUNT TO BE APPROPRIATED OR TRANSFERRED
Transp. & Eng. Planning 232	858	Street Improvement Bond Fund	222317	Sayler Park Street Sign Replacement	0.00	10,000.00	10,000.00
	858	Street Improvement Bond Fund	222331	Paddock Road Murals	0.00	10,000.00	10,000.00
	858	Street Improvement Bond Fund	222343	Downtown Infrast. Coord. & Implemtn	0.00	75,000.00	75,000.00
	858	Street Improvement Bond Fund	222349	Freedom Center Public Improvements	0.00	1,000,000.00	1,000,000.00
	858	Street Improvement Bond Fund	222354	Street Calming Program	0.00	400,000.00	400,000.00
	858	Street Improvement Bond Fund	222357	Bicycle Transportation Program	0.00	275,000.00	275,000.00
	858	Street Improvement Bond Fund	222358	Central Parkway Bicycle Facility Phase 2	0.00	2,790,000.00	2,790,000.00
	858	Street Improvement Bond Fund	222371	Wasson Way Trail	0.00	550,000.00	550,000.00
	858	Street Improvement Bond Fund	222383	Pedestrian Safety Improvements	0.00	754,000.00	754,000.00
Transp. & Eng. Eng. 233	858	Street Improvement Bond Fund	222301	Dutch Colony Drive Sidewalk	0.00	115,000.00	115,000.00
	858	Street Improvement Bond Fund	222303	Spot Infrastructure Replacement	0.00	370,000.00	370,000.00
	858	Street Improvement Bond Fund	222306	Street Improvements	0.00	641,000.00	641,000.00
	858	Street Improvement Bond Fund	222308	Street Rehabilitation	279,000.00	6,497,000.00	6,218,000.00
	858	Street Improvement Bond Fund	222322	West McMillan Street Sidewalk	0.00	500,000.00	500,000.00
	858	Street Improvement Bond Fund	222338	Bridge Rehabilitation Program	0.00	717,000.00	717,000.00
	858	Street Improvement Bond Fund	222339	Anderson Ferry Street Stabilization Hillside and River Road	0.00	300,000.00	300,000.00
	858	Street Improvement Bond Fund	222399	Western Hills Viaduct	0.00	13,250,000.00	13,250,000.00
Transp. & Eng. Traffic Eng. 239	858	Street Improvement Bond Fund	222328	Duke Street Light Installation and Renovation	0.00	216,000.00	216,000.00
	858	Street Improvement Bond Fund	222340	Street Light Infrastructure	0.00	755,000.00	755,000.00
	858	Street Improvement Bond Fund	222341	Computerized Traffic Signal System	0.00	300,000.00	300,000.00
Enterprise Services Parking Facilities 248	864	Automotive & Other Equipment Bond Fund	222413	Parking Meter Replacement	0.00	125,000.00	125,000.00
Public Services Neighborhood Operations 253	864	Automotive & Other Equipment Bond Fund	222501	Collections/Cart Program	0.00	14,000.00	14,000.00
	864	Automotive & Other Equipment Bond Fund	222506	Trash Receptacles	0.00	87,000.00	87,000.00

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM NUMBER: DESCRIPTION		PROJECT OR FUND TO BE TRANSFERRED TO NUMBER: DESCRIPTION		TOTAL BUDGETED COST ALL FUNDS PRIOR	REVISED	AMOUNT TO BE APPROPRIATED OR TRANSFERRED
Public Services City Facility Mgt. 255	861	Public Building Improvement Bond Fund	222508	Obsolete Air Conditioning Systems Replacement	3,000.00	603,000.00	600,000.00
	861	Public Building Improvement Bond Fund	222526	Fire Facility Upgrades	0.00	4,050,000.00	4,050,000.00
	864	Automotive & Other Equipment Bond Fund	222530	Quality of Life Relocation Furniture	0.00	100,000.00	100,000.00
	861	Public Building Improvement Bond Fund	222531	Police Facilities Renovation and Repairs	0.00	200,000.00	200,000.00
Public Services Fleet Srvcs. 256	864	Automotive & Other Equipment Bond Fund	222505	Fleet Replacements	0.00	10,484,000.00	10,484,000.00
Fire - Response 271	864	Automotive & Other Equipment Bond Fund	222700	Firefighter PPE	0.00	216,000.00	216,000.00
Fire - Support Services 272	864	Automotive & Other Equipment Bond Fund	222704	Fire Equipment	0.00	247,000.00	247,000.00
	864	Automotive & Other Equipment Bond Fund	222720	Administrative Furniture and Equipment	0.00	54,000.00	54,000.00

That the amounts set forth hereinafter totaling $22,890,000.00 to be raised by the issuance of notes and to be repaid from lease proceeds of the Cincinnati Southern Railway is hereby appropriated and allocated to the individual project accounts for the improvements listed hereinafter:

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM NUMBER:	DESCRIPTION	PROJECT OR FUND TO BE TRANSFERRED TO NUMBER:	DESCRIPTION	TOTAL BUDGETED COST ALL FUNDS PRIOR	REVISED	AMOUNT TO BE APPROPRIATED OR TRANSFERRED
Recreation Administration 199	871	Recreation Improvement Bond Fund	221900	Outdoor Facilities Renovation	0.00	697,000.00	697,000.00
	871	Recreation Improvement Bond Fund	221901	Recreation Facilities Renovation	0.00	3,230,000.00	3,230,000.00
	871	Recreation Improvement Bond Fund	221902	Aquatics Facilities Renovation	0.00	457,000.00	457,000.00
	871	Recreation Improvement Bond Fund	221903	Athletics Facilities Renovation	0.00	450,000.00	450,000.00
	871	Recreation Improvement Bond Fund	221904	Compliance with ADA	0.00	101,000.00	101,000.00
Parks Admin. & Program Services 203	872	Parks Improvement Bond Fund	222000	Park Infrastructure Rehabilitation	0.00	2,055,000.00	2,055,000.00
Transp. & Eng. Planning 232	870	Street Improvement Bond Fund	222302	Sidewalk Repair Program	0.00	262,000.00	262,000.00
Transp. & Eng. Eng. 233	870	Street Improvement Bond Fund	222307	Pavement Management	0.00	300,000.00	300,000.00
	870	Street Improvement Bond Fund	222308	Street Rehabilitation	6,497,000.00	16,175,000.00	9,678,000.00
	870	Street Improvement Bond Fund	222312	Wall Stab. & Landslide Correction	0.00	700,000.00	700,000.00
	870	Street Improvement Bond Fund	222323	Kilbourne Stairway Rehabilitation	0.00	75,000.00	75,000.00
	870	Street Improvement Bond Fund	222342	Curb Ramps - Street Rehab	0.00	309,000.00	309,000.00
	870	Street Improvement Bond Fund	222377	Hillside Stairway Rehabilitation Program	0.00	410,000.00	410,000.00
Transp. & Eng. Traffic Eng. 239	870	Street Improvement Bond Fund	222300	Traffic Control Device Installation & Renovation	0.00	114,000.00	114,000.00
	870	Street Improvement Bond Fund	222318	Gas Street Light Repair and Replacement	0.00	168,000.00	168,000.00
	870	Street Improvement Bond Fund	222345	Traffic Signals Infrastructure	0.00	1,205,000.00	1,205,000.00
Public Services Traffic & Road 252	870	Street Improvement Bond Fund	222503	Sign Replacement	0.00	187,000.00	187,000.00

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM NUMBER: DESCRIPTION		PROJECT OR FUND TO BE TRANSFERRED TO NUMBER: DESCRIPTION		TOTAL BUDGETED COST ALL FUNDS PRIOR	TOTAL BUDGETED COST ALL FUNDS REVISED	AMOUNT TO BE APPROPRIATED OR TRANSFERRED
Public Services City Facility Mgt. 255	873	Public Buildings Improvement Bond Fund	222500	City Facility Renovation and Repairs	0.00	2,367,000.00	2,367,000.00
Health Office of the Commissioner 261	873	Public Buildings Improvement Bond Fund	222600	Facilities Renovation and Repairs	0.00	125,000.00	125,000.00

That the amounts set forth hereinafter totaling $250,000.00 from Miscellaneous Permanent Improvements Fund 757, are hereby appropriated and allocated to the individual project accounts for the improvements listed hereinafter:

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM NUMBER: DESCRIPTION		PROJECT OR FUND TO BE TRANSFERRED TO NUMBER: DESCRIPTION		TOTAL BUDGETED COST ALL FUNDS PRIOR	REVISED	AMOUNT TO BE APPROPRIATED OR TRANSFERRED
Com. & Econ Dev. Housing Dev. 162	757	Miscellaneous Permanent Improvement Fund	221644	Affordable Housing Trust Funding - General Capital	250,000.00	500,000.00	250,000.00

city of CINCINNATI
Interdepartment Correspondence Sheet

June 3, 2021

To: Mayor and Members of City Council 202102069

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – Seasongood Internship Program Grant**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in an amount not to exceed $34,560 from the Murray & Agnes Seasongood Good Government Foundation for the purpose of administering an Internship Program; and AUTHORIZING the Finance Director to deposit the grant funds into Citizens Summer Jobs Fund 308.

Approval of this Emergency Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant in an amount not to exceed $34,560 from the Murray & Agnes Seasongood Good Government Foundation for the purpose of administering an Internship Program. Approval of this Emergency Ordinance further authorizes the Finance Director to deposit the grant funds into Citizens Summer Jobs Fund 308.

There is a grant available from the Murray & Agnes Seasongood Good Government Foundation that will allow for the administration of an Internship Program, for temporary placement of up to six interns in various departments such as, Human Resources, City Planning, Greater Cincinnati Water Works, and Community and Economic Development.

This grant does not require matching funds. There are no new FTEs associated with this grant.

As the grant application deadline was April 15, 2021, the Department of Human Resources has applied for the grant prior to approval of this Ordinance, but no grant funds will be accepted without approval of this Emergency Ordinance by the City Council.

The reason for the emergency is the immediate need to accept grant funding prior to the end of the fiscal year, for timely hiring and payment of interns.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

E M E R G E N C Y

CFG

-2021

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in an amount not to exceed $34,560 from the Murray & Agnes Seasongood Good Government Foundation for the purpose of administering an Internship Program; and AUTHORIZING the Finance Director to deposit the grant funds into Citizens Summer Jobs Fund 308.

WHEREAS, there is a grant available from the Murray & Agnes Seasongood Good Government Foundation that will allow for the administration of an Internship Program, for temporary placement of up to six interns in various departments such as Human Resources, City Planning, Greater Cincinnati Water Works, and Community and Economic Development; and

WHEREAS, this grant does not require matching funds, and there are no new FTEs associated with this grant; and

WHEREAS, as the grant application deadline was April 15, 2021, the Department of Human Resources has applied for the grant prior to approval of this Emergency Ordinance, but no grant funds will be accepted without approval of this Ordinance by Council; now, therefore,

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

Section 1. That the City Manager is hereby authorized to apply for, accept, and appropriate a grant in an amount not to exceed $34,560 from the Murray & Agnes Seasongood Good Government Foundation for the purpose of administering an Internship Program.

Section 2. That the Finance Director is hereby authorized to receive and deposit the grant funds into Citizens Summer Jobs Fund 308.

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

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

the immediate need to accept grant funding prior to the end of the fiscal year, for timely hiring and payment of interns.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

city of CINCINNATI

Interdepartmental Correspondence Sheet

202102077

Date: May 25, 2021

To: Councilmember Greg Landsman

From: Andrew W. Garth, City Solicitor

Subject: **Emergency Ordinance – Juneteenth Flag Donation**

Transmitted herewith is an emergency ordinance captioned as follows:

> **AUTHORIZING** the City Manager to accept in-kind donation of a Juneteenth flag in order to fly it from the flagpole at City Hall during the month of June as a recognition of Juneteenth as National Freedom Day.

AWG/AKS/(lnk)
Attachment
339660

{00339856-1}

EMERGENCY

City of Cincinnati

AKS BWG

An Ordinance No. _____ - 2021

AUTHORIZING the City Manager to accept in-kind donation of a Juneteenth flag in order to fly it from the flagpole at City Hall during the month of June as a recognition of Juneteenth as National Freedom Day.

WHEREAS, the State of Ohio has designated the nineteenth day of June as "Juneteenth National Freedom Day," memorializing June 19, 1865, when a Union General re-issued Lincoln's Emancipation Proclamation, informing the people of Texas that "all slaves are free" with an "absolute equality between former masters and slaves"; and

WHEREAS, Cincinnati has celebrated Juneteenth with an annual Festival since 1988; and

WHEREAS, the City Administration intends to fly a Juneteenth flag from the flagpole at City Hall during the month of June in recognition of Juneteenth; and

WHEREAS, Councilmember Landsman has purchased a Juneteenth flag and offered to donate it to the City for this purpose; and

WHEREAS, the value of the flag is $180; now, therefore,

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

Section 1. That Cincinnati City Council supports the City Administration's intention to display a Juneteenth flag on the flagpole of City Hall as an appropriate vehicle by which the City of Cincinnati may communicate its commitment to the recognition of Juneteenth as National Freedom Day.

Section 2. That the City Manager is hereby authorized to accept a donation from Councilmember Greg Landsman of a Juneteenth flag valued at $180.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accept the donation in time to fly a Juneteenth flag during the month of June.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

June 3, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager 202102080

Subject: **Emergency Ordinance – Blair Lofts I Residential Development – TIF Project**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the establishment of new capital improvement program project account no. 980x162x211629, "Blair Lofts I Residential Development – TIF," for the purpose of providing resources for Phase I of the Blair Lofts residential development for the creation of affordable housing in the Avondale neighborhood; AUTHORIZING the transfer and appropriation of $300,000 from the unappropriated surplus of the Avondale Equivalent Fund 468 to the newly established capital improvement program project account no. 980x162x211629, "Blair Lofts I Residential Development – TIF," to provide resources for acquisition and development costs associated with Phase I of the Blair Lofts residential development in the Avondale neighborhood; and further DECLARING that expenditures from capital improvement program project account no. 980x162x211629, "Blair Lofts I Residential Development – TIF," will serve a public purpose because the project will provide affordable housing to the Avondale neighborhood.

Approval of this Emergency Ordinance authorizes the establishment of new capital improvement program project account no. 980x162x211629, "Blair Lofts I Residential Development – TIF," for the purpose of providing resources for Phase I of the Blair Lofts residential development for the creation of affordable housing in the Avondale neighborhood. Approval of this Emergency Ordinance also authorizes the transfer and appropriation of $300,000 from the unappropriated surplus of the Avondale Equivalent Fund 468 to the newly established capital improvement program project account no. 980x162x211629, "Blair Lofts I Residential Development – TIF," to provide resources for acquisition and development costs associated with Phase I of the Blair Lofts residential development in the Avondale neighborhood. Finally, the Emergency Ordinance will declare that expenditures from capital improvement program project account no. 980x162x211629, "Blair Lofts I Residential Development – TIF," will serve a public purpose because the project will provide affordable housing to the Avondale neighborhood.

Phase I of the Blair Lofts residential development will result in the construction of an apartment building containing sixty-four affordable units with a single elevator, and which will be certified to LEED-Silver standards. All units in the newly constructed apartment building will serve households earning no more than sixty

percent (60%) of the area median income, as established by the U.S. Department of Housing and Urban Development (HUD).

This Emergency Ordinance is in accordance with the "Live" goal to "Provide a full spectrum of housing options and improve housing quality and affordability" as described on pages 164-177 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to allow the stakeholders to execute a development agreement and commence Construction within the strict schedule established.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

City of Cincinnati

CFG

BWG

An Ordinance No. _____ -2021

AUTHORIZING the establishment of new capital improvement program project account no. 980x162x211629, "Blair Lofts I Residential Development – TIF," for the purpose of providing resources for Phase I of the Blair Lofts residential development for the creation of affordable housing in the Avondale neighborhood; AUTHORIZING the transfer and appropriation of $300,000 from the unappropriated surplus of the Avondale Equivalent Fund 468 to the newly established capital improvement program project account no. 980x162x211629, "Blair Lofts I Residential Development – TIF," to provide resources for acquisition and development costs associated with Phase I of the Blair Lofts residential development in the Avondale neighborhood; and further DECLARING that expenditures from capital improvement program project account no. 980x162x211629, "Blair Lofts I Residential Development – TIF," will serve a public purpose because the project will provide affordable housing to the Avondale neighborhood.

WHEREAS, the Avondale neighborhood is currently experiencing substantial development activity, creating a significant need for quality affordable housing; and

WHEREAS, Phase I of the Blair Lofts residential development will result in the construction of an apartment building containing sixty-four affordable units with a single elevator, and which will be certified to LEED-Silver standards; and

WHEREAS, all units in the newly constructed apartment building will serve households earning no more than sixty percent (60%) of the area median income, as established by the U.S. Department of Housing and Urban Development; and

WHEREAS, the Blair Lofts I Residential Development – TIF capital improvement project is in accordance with the "Live" goal to "Provide a full spectrum of housing options and improve housing quality and affordability" as described on pages 164-177 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That new capital improvement program project account no. 980x162x211629, "Blair Lofts I Residential Development – TIF," is hereby established for the purpose of providing resources for Phase I of the Blair Lofts residential development for the creation of affordable housing in the Avondale neighborhood.

Section 2. That the transfer and appropriation of the sum of $300,000 from the unappropriated surplus of the Avondale Equivalent Fund 468 to the newly established capital improvement program project account no. 980x162x211629, "Blair Lofts I Residential Development – TIF," to provide resources for acquisition and development costs associated with Phase I of the Blair Lofts residential development in the Avondale neighborhood (collectively, the "Public Improvements"), is hereby authorized.

Section 3. That Council hereby declares that the Public Improvements constitute a "Public Infrastructure Improvement" (as defined in Ohio Revised Code ("ORC") Section 5709.40(A)(8)), that will benefit and/or serve the District 21 – Avondale Incentive District, subject to compliance with ORC Sections 5709.40 through 5709.43.

Section 4. That expenditures from capital improvement program project account no. 980x162x211629, "Blair Lofts I Residential Development – TIF," are hereby declared to serve a public purpose because the project will provide affordable housing to the Avondale neighborhood.

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 allow the stakeholders to execute a development agreement and commence Construction within the strict schedule established.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

June 3, 2021

To: Mayor and Members of City Council 202102081

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – Audit Services RFP for Economic Development Ordinances**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the transfer of $150,000 from the General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Related Events, Other Emergency and One-Time Needs," to the unappropriated surplus of General Fund 050; AUTHORIZING the transfer and appropriation of $150,000 from the unappropriated surplus of General Fund 050 to City Manager's Office non-personnel operating budget account no. 050x101x7200 for the purpose of providing funds for an audit of City Council ordinances that passed related to economic development deals between January 1, 2018 and December 31, 2020.

On February 3, 2021, City Council adopted Motion #202100210 to solicit a quote for audit services to review Ordinances related to economic development deals from January 1, 2018 to December 31, 2020. Subsequently, the City published a Request for Proposals (RFP) and received quotes for the audit. The cost of auditing the approximately 200 approved Ordinances will be an estimated $150,000. Funds to cover the cost of the audit will be transferred from the General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Related Events, Other Emergency and One-Time Needs" to the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7200.

The reason for the emergency is the immediate need to accomplish the audit.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

E M E R G E N C Y

AKS

- 2021

AUTHORIZING the transfer of $150,000 from the General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Related Events, Other Emergency and One-Time Needs," to the unappropriated surplus of General Fund 050; AUTHORIZING the transfer and appropriation of $150,000 from the unappropriated surplus of General Fund 050 to City Manager's Office non-personnel operating budget account no. 050x101x7200 for the purpose of providing funds for an audit of City Council ordinances that passed related to economic development deals between January 1, 2018 and December 31, 2020.

WHEREAS, City Council passed a Motion to solicit a quote for audit services to review ordinances related to economic development deals from January 1, 2018 to December 31, 2020; and

WHEREAS, the City published a Request for Proposals (RFP) and received quotes for the service; and

WHEREAS, the cost of auditing the approximately 200 approved ordinances will be an estimated $150,000; and

WHEREAS, the Administration prepared a report detailing the cost and timeline and the Law and Public Safety Committee filed the report; and

WHEREAS, the source of funds is the "Reserve for Weather Related Events, Other Emergency and One-Time Needs;" now, therefore,

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

Section 1. That the sum of $150,000 is hereby transferred from the General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Related Events, Other Emergency and One-Time Needs," to the unappropriated surplus of General Fund 050.

Section 2. That the sum of $150,000 is hereby transferred and appropriated from the unappropriated surplus of General Fund 050 to the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7200 for the purpose of providing funds for an

audit of Council ordinances that passed related to economic development deals between January 1, 2018 and December 31, 2020.

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

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

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

June 3, 2021

To: Mayor and Members of City Council 202102082

From: Paula Boggs Muething, City Manager

Subject: **Ordinance – FY 2021 Law Enforcement Mental Health and Wellness Act Grant**

Attached is an Ordinance captioned:

> **AUTHORIZING** the City Manager to apply for, accept, and appropriate grant resources in an amount up to $125,000 from the U.S. Department of Justice, Office of Community Oriented Policing Services, FY21 Law Enforcement Mental Health and Wellness Act Grant Program (CFDA #16.710), for the purpose of providing assistance with expansion of the Cincinnati Police Department's current law enforcement mental health and wellness efforts; and AUTHORIZING the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 21LEMH.

This Ordinance would authorize the City Manager to apply for, accept, and appropriate a grant for up to the amount of to $125,000 in FY21 Law Enforcement Mental Health and Wellness Act Grant Program funds from the U.S. Department of Justice, Office of Community Oriented Policing Services (CDFA # 16.710) for assistance with expansion of the Cincinnati Police Department's (CPD) current law enforcement mental health and wellness efforts. This grant would add a Senior Administrative Specialist position, for which $62,500 of the granted funds would be used to fund the personnel and benefits costs of the position annually, with the remainder of the costs using CPD's existing personnel budget. The grant does not require matching funds.

This Ordinance would also authorize the Finance Director to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 21LEMH. The grant application deadline is June 3, 2021. As a result, the Cincinnati Police Department will have applied for this grant prior to this Ordinance receiving approval from the City Council. Should this Ordinance not be approved, the grant funding will not be accepted.

This Ordinance is in accordance with the Live goal to "Create a more livable community" as described on page 156 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

PLAN CINCINNATI

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

Attachment

AUTHORIZING the City Manager to apply for, accept, and appropriate grant resources in an amount up to $125,000 from the U.S. Department of Justice, Office of Community Oriented Policing Services, FY21 Law Enforcement Mental Health and Wellness Act Grant Program (CFDA #16.710), for the purpose of providing assistance with expansion of the Cincinnati Police Department's current law enforcement mental health and wellness efforts; and AUTHORIZING the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 21LEMH.

WHEREAS, there is available from the U.S. Department of Justice, Office of Community Oriented Policing Services, FY21 Law Enforcement Mental Health and Wellness Act Grant Program (CFDA #16.710), a grant in an amount up to $125,000 for the purpose of providing assistance with expansion of the Cincinnati Police Department's ("CPD") current law enforcement mental health and wellness efforts; and

WHEREAS, the grant does not require local matching funds; and

WHEREAS, grant funds will be used to add a Senior Administrative Specialist, the salary and fringe benefits for which will be funded using $62,500 of the grant funds annually for the two-year grant term and the remainder using CPD's existing personnel budget; and

WHEREAS, there is a 1.0 new FTE associated with this grant; and

WHEREAS, the grant application deadline is June 3, 2021, and CPD intends to apply by this date, but no grant funds will be accepted before approval by City Council; and

WHEREAS, this ordinance is in accordance with the "Live" goal to "create a more livable community, support our neighborhoods" as described on page 156 and 171 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate grant resources in an amount up to $125,000 from the U.S. Department of Justice, Office of Community Oriented Policing Services, FY21 Law Enforcement Mental Health and Wellness Act Grant

Program (CFDA #16.710), for the purpose of providing assistance with expansion of the Cincinnati Police Department's current law enforcement mental health and wellness efforts.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 21LEMH.

Section 3. That the proper City officials are authorized to do all things necessary and proper to comply with the terms of this grant and Sections 1 and 2 hereof.

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

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

June 3, 2021

To: Mayor and Members of City Council 202102087

From: Paula Boggs Muething, City Manager

Subject: LEED CRA TAX EXEMPTION FOR LPH THRIVES, LLC

Attached is an Emergency Ordinance captioned as follows:

> **APPROVING AND AUTHORIZING** the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with LPH Thrives, LLC, an affiliate of Over-the-Rhine Community Housing, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 2113-2117 W. 8th Street, 2122 St. Michael Street, 2130 St. Michael Street, 2131 St. Michael Street, and 642-646 Neave Street in the Lower Price Hill neighborhood of Cincinnati, in connection with the remodeling of ten existing buildings and construction of one new building on the property to create approximately 1,789 square feet of commercial space and approximately 67,505 square feet of residential space, consisting of 47 rental units, with the construction of the new building to be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total construction cost of approximately $9,415,634.

BACKGROUND/CURRENT CONDITIONS

LPH Thrives, LLC owns and intends to renovate ten (10) historic, vacant, blighted buildings and construct one (1) building on a vacant lot at 2117 West 8th Street in Lower Price Hill. In October 2020, the project was allocated $1,000,000 in City HOME Investment Partnerships Program funding by City Council Ordinance 341-02020 to promote affordable, rehabilitated units for owner-occupants in Lower Price Hill. Additionally, the project was awarded $380,000 in City Lead Poisoning Prevention Program funding.

The redevelopment of the site will replace underutilized land blocks, reduce vacancy, create jobs, and provide quality affordable housing options.

DEVELOPER INFORMATION

LPH Thrives, LLC is a partnership between Over-the-Rhine Community Housing, Inc. (OTRCH) and Community Matters, Inc. OTRCH, a non-profit community development organization, is serving as the main developer and has significance experience in providing affordable and supportive housing options to residents in the Cincinnati area. OTRCH has over 40 years of experience developing affordable housing and has developed over 750 units of affordable housing and currently owns and manages nearly 500 units. Community Matters, founded in 2014, is serving as the co-developer and supportive services provider. Community Matters will coordinate supportive services for the residents of LPH Thrives like job training, financial literacy, credit counseling, education assistance, utility payment assistance and other needs that might come up through a Resident Service Coordinator on staff with Community Matters. Referrals will be made to alternate service providers as necessary and as feasible.

PROJECT DESCRIPTION

The scattered-site, mixed-use project consists of the full gut renovation and preservation of ten (10) historic, vacant, blighted buildings and the new construction of one (1) building on a vacant lot at 2117 West 8th Street. At completion, the project will create thirty-one (31) rehabilitated units and sixteen (16) newly constructed residential rental units and will include approximately 65,505 square feet of total residential space. All residential units will be made affordable to households earning between a range of 30% – 60% of the Area Median Income, as established by the Department of Housing and Urban Development. The unit count by type will consist of: (5) studio units, (11) one-bedroom units, (18) two-bedroom units, and (13) three-bedroom units. Rent will range between $491-$1,094 per month depending on the square footage of the unit (ranging from 539-1401 square feet). In addition, the project will include a fitness center at 642 Neave Street and include a total of 1,789 square feet in two new commercial spaces at 2113 & 2115 West 8th Street. The project will meet the Federal Historic Tax Credit standards as well as Enterprise Green Communities certification for the rehabilitated buildings and Leadership in Energy and Environmental Design (LEED) Silver for the newly constructed building.

The total investment is estimated to be at $14 million with construction costs estimated to be at approximately $10.4 million. In addition to the $1 million City HOME loan funds and $380,000 City Lead funds, LPH Thrives will attract approximately $8.5 million in Low-Income Housing Tax Credits (LIHTC) equity, $600,000 in Housing Development Loan funding from the Ohio Housing Finance Agency, $1.4 million in Federal Historic Tax Credit equity, $963,213 in State Historic Tax Credit equity, and $975,000 in traditional debt. The project is estimated to be completed by Fall 2022 and is anticipated to create 180 temporary construction jobs with a total payroll of $7.1 million during the eighteen-month construction period.

The Lower Price Hill Community Council is in support of the LPH Thrives project. This project represents Plan Cincinnati's "Vision to Compete" by making a targeted investment, and its "Vision of Live" to support and stabilize our neighborhoods. This project also achieves Plan Cincinnati's Live Goal 3 (pages 164-178) by providing a full spectrum of housing options and improving housing quality and affordability. This incentive is consistent with the uniform rules for Community Reinvestment Areas adopted by Council Ordinance 119-2007.

PROPOSED INCENTIVE

The Department of Community and Economic Development (DCED) is recommending a 100% net 67%, 15-year LEED CRA tax exemption for this project. Pursuant to the Commercial CRA policy established by City Council, this project has committed to a 33% PILOT to Cincinnati Public Schools. DCED has determined that this project meets the qualifications of an Undercapitalized Project, as described in Section 3 of Ordinance 339-2018, passed on October 31, 2018, based on the following factors:

- A maximum tax exemption helps support the creation of affordable residential units for extremely low- to very low-income households (30% – 60% AMI) for a minimum of 15 years.
- Financial underwriting showed that the project needs direct monetary assistance via City funding and is also in need of maximum tax exemption to increase the financial feasibility of the project.
- Incentive is consistent with previously awarded LITHC projects.

SUMMARY	
Incentive Value	
Annual Net Abatement (Savings to Developer)	$129,772
Total Term Net Abatement (Savings to Developer)	**$1,946,579**
City's Portion of Property Taxes Forgone	**$374,967**
Public Benefit	
CPS PILOT	
Annual CPS Pilot	$63,918
Total Term CPS PILOT	**$958,763**
VTICA	
Annual VTICA	$0
Total Term VTICA PILOT	**$0**
Income Tax (Max)	**$223,017**
New Permanent Jobs	0
Total Public Benefit (CPS PILOT/VTICA PILOT/Income Tax)	**$1,181,780**
Total Public Benefit ROI	$0.61
City's ROI	$0.59

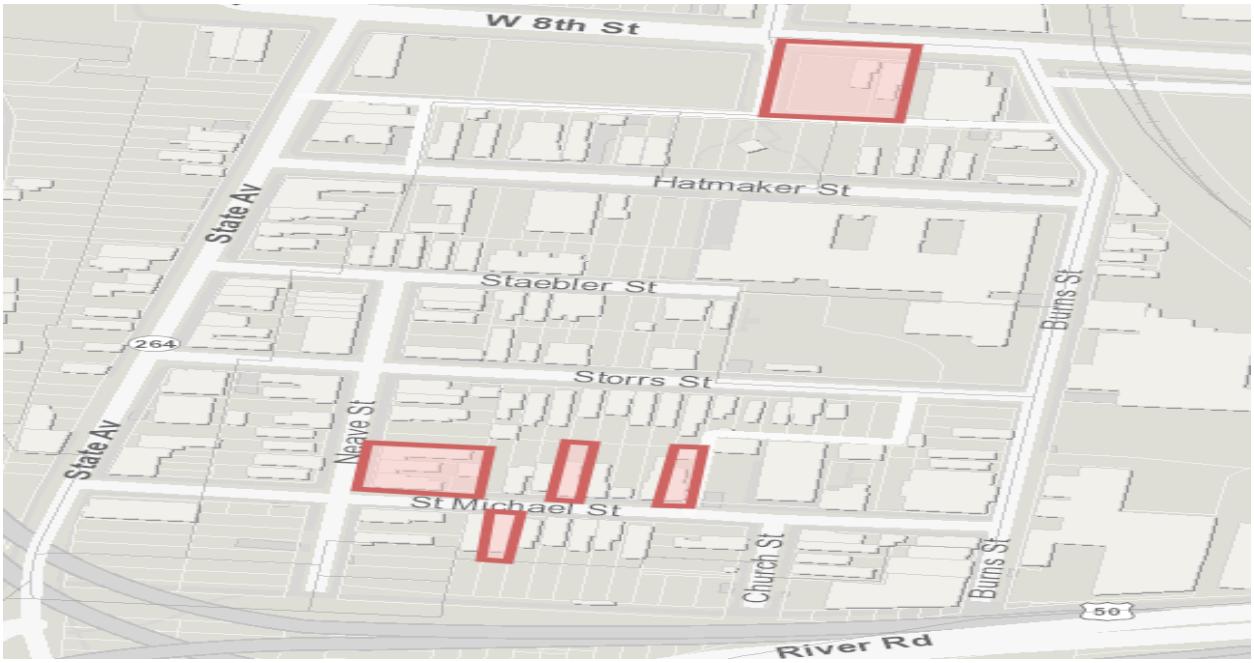
RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

Attachment: A. Property location and photographs

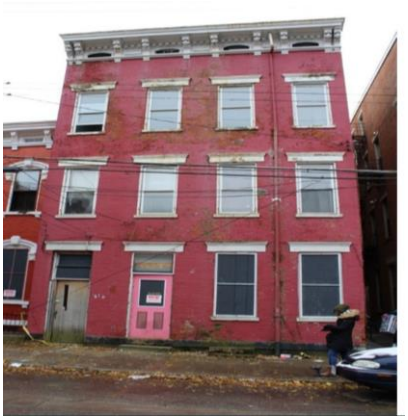
Copy: Markiea L. Carter, Director, Department of Community & Economic Development *MLC*

Attachment A: Location and Photographs

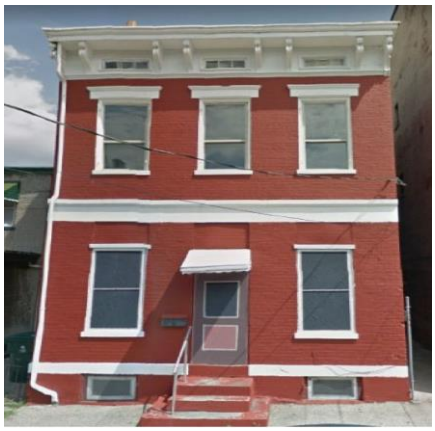


2113-2115 W 8th Street

642-646 Neave Street



2131 St. Michael Street



2130 St. Michael Street

2122 St. Michael Street

EMERGENCY

City of Cincinnati

DSC

BWG

An Ordinance No._____ - 2021

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with LPH Thrives, LLC, an affiliate of Over-the-Rhine Community Housing, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 2113-2117 W. 8th Street, 2122 St. Michael Street, 2130 St. Michael Street, 2131 St. Michael Street, and 642-646 Neave Street in the Lower Price Hill neighborhood of Cincinnati, in connection with the remodeling of ten existing buildings and construction of one new building on the property to create approximately 1,789 square feet of commercial space and approximately 67,505 square feet of residential space, consisting of 47 rental units, with the construction of the new building to be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total construction cost of approximately $9,415,634.

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

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

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

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

WHEREAS, LPH Thrives, LLC (the "Company") desires to remodel ten existing buildings and construct one new building on real property at 2113-2117 W. 8th Street, 2122 St. Michael Street, 2130 St. Michael Street, 2131 St. Michael Street, and 642-646 Neave Street located within the corporate boundaries of the City of Cincinnati, to create approximately 1,789 square feet of commercial space and approximately 67,505 square feet of residential space, consisting of 47 rental units, with construction of the new building to be completed in compliance with LEED or LBC standards (the "Improvements"), provided that the appropriate development incentives are available to support the economic viability of the Improvements; and

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

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

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

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

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

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

Section 1. That Council approves a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with LPH Thrives, LLC (the "Agreement"), thereby authorizing a 15-year tax exemption for 100% of the assessed value of improvements to be made to real property located at 2113-2117 W. 8th Street, 2122 St. Michael Street, 2130 St. Michael Street, 2131 St. Michael Street, and 642-646 Neave Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of ten existing buildings and construction of one new building to create approximately 1,789 square feet of commercial space and approximately 67,505 square feet of residential space, consisting of 47 rental units, with

construction of the new building to be constructed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council) or Living Building Challenge standards (as described in the Agreement and as determined by the International Living Future Institute and the Cascadia Green Building Council, as applicable), at a total construction cost of approximately $9,415,634.

Section 2. That Council authorizes the City Manager:

(i) to execute the Agreement on behalf of the City in substantially the form of Attachment A to this ordinance; and

(ii) to forward on behalf of Council a copy of the Agreement, within fifteen (15) days after execution, to the Director of the Ohio Development Services Agency in accordance with Ohio Revised Code Section 3735.671(F); and

(iii) to submit on behalf of Council annual reports on the Agreement to the Director of the Ohio Development Services Agency and to the Board of Education of the Cincinnati City School District, in accordance with Ohio Revised Code Section 3735.672; and

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

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

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

Attachment A to Ordinance

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

SEE ATTACHED

Contract No. _____

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

This Community Reinvestment Area Tax Exemption Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), and LPH THRIVES, LLC, an Ohio limited liability company and affiliate of Over-the-Rhine Community Housing, an Ohio nonprofit corporation (the "Company").

Recitals:

A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").

B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.

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

D. Pursuant to the Commercial Policy Ordinance, a project that is constructed or remodeled to (1) Leadership in Energy and Environmental Design ("LEED") Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council), or (2) receives a (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the "Energy Petal" of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (such qualifying remodeling or construction is referred to, collectively, as "LBC" remodeling or construction), may qualify for a longer term and/or greater abatement.

E. The Company is the sole owner of certain real property within the City, located at 2113-2117 W. 8th Street, 2122 St. Michael Street, 2130 St. Michael Street, 2131 St. Michael Street, and 642-646 Neave Street (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.

F. The Company has proposed the remodeling of existing buildings located on the Property, and the construction of a new building on the Property, which new construction will be to LEED Silver standards as defined by the U.S. Green Building Council, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"); provided that the appropriate development incentives are available to support the economic viability of the Project.

G. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.

H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.

I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars ($1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars ($750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.

J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.

K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.

L. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").

M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").

N. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.

O. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.

P. This Agreement has been authorized by Ordinance No. _____-2021, passed by Cincinnati City Council on _____, 2021.

Q. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property

located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to remodel ten existing buildings and construct one new building on the Property to create, in aggregate, approximately 1,789 square feet of commercial space and approximately 67,505 square feet of residential space, consisting of 47 rental units (the "Improvements") at an estimated aggregate cost of $9,415,634 to commence after the execution of this Agreement and to be completed no later than April 30, 2023; *provided,* however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling and construction shall be in compliance with applicable building code requirements and zoning regulations, and the new construction shall be in compliance with LEED Silver standards. The Company hereby represents that it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver standards as it relates to the new construction. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 15 years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling and construction, (B) the cost of remodeling and construction, (C) the facts asserted in the application for exemption, (D) compliance with LBC and/or LEED standards identified in Section 1, and (E) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling and construction has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall

commence after tax year 2023 nor extend beyond the earlier of (i) tax year 2037 or (ii) the end of the 15th year of exemption.

Section 3. Use; Maintenance; Inspections. The Company shall use the Property solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Property throughout the period of tax exemption authorized herein. The Company authorizes the Housing Officer, or the Housing Officer's designees, to enter upon the Property as reasonably required to perform property inspections in accordance with Ohio Revised Code Section 3735.68.

Section 4. Compliance with Board of Education Agreement. As a condition of the tax exemption authorized under this Agreement, the Company agrees to enter into and comply with its obligation under the Board of Education Agreement.

Section 5. Duty of Company to Pay Taxes. As required by Ohio Revised Code Section 3735.671(C)(2), the Company shall pay such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and continuing thereafter.

Section 6. Company Certifications Regarding Non-Delinquency of Tax Obligations. As required by Ohio Revised Code Section 3735.671(C)(3), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

Section 8. City Cooperation. As required by Ohio Revised Code Section 3735.671(C)(4), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. Continuation of Exemptions. As provided in Ohio Revised Code Section 3735.671(C)(5), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number

of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

Section 10. City Not Liable. The Company acknowledges that the exemption authorized in this Agreement is subject to approval and implementation by the appropriate state and/or county taxing authorities. The Company acknowledges that the City does not give any guarantee or assurance that the exemption approved in this Agreement will be so approved, and the Company agrees that in no event shall the Company seek to hold the City liable in any way in the event such exemption is not granted or implemented.

Section 11. Small Business Enterprise Program. [1]

A. Compliance with Small Business Enterprise Program. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in Cincinnati Municipal Code ("CMC") Section 323-1-S, "SBEs"). Pursuant to CMC Section 323-11, the City's annual goal for SBE participation shall be thirty percent (30%) of the City's total dollars spent for construction (as such term is defined in CMC Section 323-1-C4), supplies (as such term is defined in CMC Section 323-1-S5), services (as such term is defined in CMC Section 323-1-S) and professional services (as such term is defined in CMC Section 323-1-P2). Accordingly, the Company shall use its best efforts and take affirmative steps to achieve the City's goal of voluntarily meeting thirty percent (30%) SBE participation. A list of SBEs may be obtained from the City's Department of Economic Inclusion. The Company may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. The Company shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:

(i) Including qualified SBEs on solicitation lists.

(ii) Assuring that SBEs are solicited whenever they are potential sources. The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.

(iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

(iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.

(v) Prior to the commencement of work under any subcontracts, the Company shall provide to the City a list of such subcontractors, including information as to the dollar amount of the subcontracts and such other information as may be requested by the City. The Company shall update the report monthly.

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

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

[1] Note: this section will be revised prior to execution due to programmatic changes being implemented by the Department of Community and Economic Development as a result of recent legislation passed by City Council.

Section 12. Jobs. The Company represents that, as of the date of the execution of this Agreement, the Company has no existing employment at the Property or in the State.

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create 180 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with construction and remodeling.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately $7,079,904 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

C. Community Reinvestment Area Employment. The Company shall (i) adopt hiring practices to ensure that at least twenty-five percent (25%) of the new employees shall be residents of the City of Cincinnati and (ii) give preference to residents of the City relative to residents of the State who do not reside in the City when hiring new employees under this Agreement.

D. Posting Available Employment Opportunities. To the extent allowable by law, the Company shall use its best efforts to post available employment opportunities within the Company's organization or the organization of any subcontractor working with the Company with the Ohio Means Jobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-746-7200.

Section 14. Equal Employment Opportunity. This Agreement is subject to the City's Equal Employment Opportunity Program contained in CMC Chapter 325. The Equal Employment Opportunity Clause in CMC Section 325-9 is incorporated by reference in this Agreement. The term "Company" is substituted for "Contractor" throughout CMC Section 325-9 in the context of this Agreement.

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

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same

manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

Section 17. Annual Review and Report. As required by Ohio Revised Code Sections 3735.671(C)(7) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive Review Council (the "Annual Review and Report"). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.

Section 18. Revocation.

A. Generally. Pursuant to Ohio Revised Code Section 3735.68, the housing officer shall make annual inspections of the properties within the community reinvestment area upon which are located structures or remodeling for which an exemption has been granted under Ohio Revised Code Section 3735.67. If the housing officer finds that the property has not been properly maintained or repaired due to the neglect of the Company, the housing officer may revoke the exemption at any time after the first year of exemption. If the Company has materially failed to fulfill its obligations under this Agreement, or if the owner is determined to have violated division (E) of that section (see Section 18(B) of this Agreement), City Council, subject to the terms of the agreement, may revoke the exemption at any time after the first year of exemption. The housing officer or City Council shall notify the county auditor and the Company that the tax exemption no longer applies. If the housing officer or legislative authority revokes a tax exemption, the housing officer shall send a report of the revocation to the community reinvestment area housing council and to the tax incentive review council established pursuant to section 3735.69 or 5709.85 of the Revised Code, containing a statement of the findings as to the maintenance and repair of the property, failure to fulfill obligations under the written agreement, or violation of division (E) of Ohio Revised Code Section 3735.671, and the reason for revoking the exemption.

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

Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within thirty (30) days of written demand) and the Company shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Ohio Revised Code Section 9.66(C)(1). Amounts due and not paid under

this Section 19 shall bear interest at the rate of twelve percent (12%) per year. Any person who provides a false statement to secure economic development assistance (as defined in Ohio Revised Code Section 9.66) may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars ($1,000) and/or a term of imprisonment of not more than six (6) months.

B. Material Representations. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement shall constitute an event of default for purposes of Section 16 (Default) and the basis for revocation under Section 18 (Revocation). Nothing in this Section 19.B shall operate to limit the City's enforcement authority under this Agreement including, without limitation, Section 16, Section 18, and Section 19.A.

Section 20. Conflict of Interest. The Company covenants that, to the Company's knowledge, no employee of the City has any personal interest, direct or indirect, in any matters pertaining to the Project, and the Company agrees to take appropriate steps to prevent any employee of the City from obtaining any such interest throughout the term of this Agreement.

Section 21. Annual Fee. As authorized by Ohio Revised Code Section 3735.671(D), the Company shall pay an annual fee of Five Hundred Dollars ($500) or one percent (1%) of the annual taxes exempted under this Agreement, whichever is greater, but not to exceed Two Thousand, Five Hundred Dollars ($2,500) per annum. This fee is due with submission of the information for Annual Review and Report by March 1 of each year.

Section 22. Discontinued Operations. As provided in Ohio Revised Code Section 3735.671(E), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in Section 1 hereof, then the Company, its successors, and any related member shall not enter into an agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

Section 23. Notices. Unless otherwise specified herein, each party shall address written notices, demands and communications in connection with this Agreement to the other party as follows (or to such other address as is communicated in accordance with this Section):

To the City:

City of Cincinnati
Attention: Director of the Department of Community and Economic Development
Centennial Plaza Two, Suite 700
805 Central Avenue
Cincinnati, Ohio 45202

To the Company:

LPH Thrives, LLC
114 W. 14th Street
Cincinnati, Ohio 45212
Attn: Ben Eilerman, Project Manager

With a copy to:

CREA
30 South Meridian Street, Suite 400
Indianapolis, Indiana 46204

If the Company sends a notice to the City alleging that the City is in default under this Agreement, the Company shall simultaneously send a copy of such notice to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, Ohio 45202.

Section 24. Acknowledgment of City Participation. The Company agrees to acknowledge the support of the City on construction signs, project and exhibition signage, and any publicity such as that appearing on the internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a Project partner, the Company shall use either the phrase "Project Assistance by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.

Section 25. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the City and the Company with respect to the subject matter herein, superseding any prior or contemporaneous agreement with respect thereto.

Section 26. Governing Law. This Agreement is entered into and is to be performed in the State. The City and the Company agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

Section 27. Waiver. The City's waiver of any breach by the Company of any provision of this Agreement shall not constitute or operate as a waiver by the City of any other breach of such provision or of any other provisions, nor shall any failure or delay by the City to enforce any provision hereof operate as a waiver of such provision or of any other provision.

Section 28. Severability. This Agreement shall be severable; if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

Section 29. Amendment. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

Section 30. Non-Assignment. As required by Ohio Revised Code Section 3735.671(C)(8), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement in connection with the Property, the City shall not approve the assignment of this Agreement unless the assignee has assumed the Company's remaining obligations under the Board of Education Agreement. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement upon transfer of the Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.

Section 31. Recording. At its election, the City may record this Agreement at the City's expense in the Hamilton County Recorder's Office.

Section 32. Legislative Action Required. As provided in Ohio Revised Code Section 3735.671(C)(10), the Company and the City acknowledge that this Agreement must be approved by formal action of the City Council of the City as a condition for this Agreement to take effect. Notwithstanding anything to the contrary herein, this Agreement shall take effect after the later of the date of such approval or the final date of execution of this Agreement by all parties.

Section 33. Additional Representations and Warranties of Company. The Company represents and warrants that (a) it is duly organized and existing and it has full power and authority to

take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its obligations hereunder; (b) no notices to, or consents, authorizations or approvals of, any person are required (other than any already given or obtained) for its due execution, delivery and performance of this Agreement; and (c) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Company.

Section 34. Certification as to Non-Debarment. The Company represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, the Company shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If the Company or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, the company shall be considered in default under this Agreement.

Section 35. Appeals. Pursuant to Ohio Revised Code Section 3735.70, a person aggrieved under the Statute or this Agreement may appeal to the community reinvestment area housing council, which shall have the authority to overrule any decision of a housing officer. Appeals may be taken from a decision of the council to the court of common pleas of the county where the area is located.

Section 36. Wage Enforcement.

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

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

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

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

(c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City's request and further authorizes such investigative bodies to keep the City advised

regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

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

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

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

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

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

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

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

CITY OF CINCINNATI,
an Ohio municipal corporation
Reference source not found.

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2021

LPH THRIVES, LLC,
an Ohio limited liability company**Error!**

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Authorized by resolution dated _____

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

642 Neave St.

Parcel ID No. 149-0011-0286-00

All that certain lot of land situated in Section 30, Town 4, Fractional Range 1, Storrs Township in the City of Cincinnati, County of Hamilton, State of Ohio, known, numbered and designated as Lot 96 on the Plat of T & C Neave's Subdivision, a plat of which is recorded in Deed Book 122, page 278, and Plat Book 1, page 302, Hamilton County, Ohio Records, less and excepting, however, a tract of land 25.50 feet in front on the northerly side of St. Michael Street by 29 feet in depth and lying 74.50 feet east of Neave Street, heretofore conveyed by said grantor to Sybel Fisher, recorded in Deed Book 1268, page 301, Hamilton County, Ohio Records.

644 Neave St.

Parcel ID: 149-0011-0287-00

Situated in the City of Cincinnati, County of Hamilton, and State of Ohio:

Beginning at a point in the East line of Neave Street, 29.05 feet North of the Northeast corner of Neave and St. Michael Street; thence in the East line of Neave Street, North 5 degrees 00' East 29.10 feet; thence South 85 degrees 26' East 59.00 feet; thence South 85 degrees 24' East 22.00 feet; thence North 5 degrees East 00.26 of a foot; thence South 85 degrees 31' East 18.50 feet; thence South 5 degrees 00' West 28.85 feet; thence North 85 degrees 44' West 99.50 feet to the East line of Neave Street and the place of beginning.

646 Neave St.

Plat Book 149, Page 0011, Parcel 0288

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

Beginning at a point in the East line of Neave Street in said City of Cincinnati, fifty-eight and 15/100 (58.15) feet North of the northeast corner of Neave Street and St. Michael Streets, said point being also the northwest corner of land described in Registered Land Certificate No. 1140. Hamilton County, Ohio Recorder's Office; thence, South 85° 26' East fifty-nine (59) feet to a point; thence, South 85° 24' East twenty-two (22) feet to a point; thence, North 5° East.26, of a foot to a point; thence, South 85° 31' East eighteen and 50/100 (18.50) feet to a point in the East line of Lot No. 95 of T & C Neave Subdivision as per plat recorded in Plat Book I, pages 302 and 303, Hamilton County, Ohio Plat records; thence, North along said East line of Lot Nos. 94 and 95, twenty-eight (28) feet and 8 3/8', more or less, to the North line of said Lot No. 94; thence, West along said North line of Lot No. 94 one hundred (100) feet to the West line of said Lot No. 94 and the East line of Neave Street; thence, South along the West line of said Lot No. 94 and the East line of Neave Street twenty-nine (29) feet, more or less, to the place of beginning. Being the major p011ion of said Lot No. 94.

2122 St. Michael Street

APN: 149-0011-0278-00

Fronting Twenty-five (25) feet on the North side of St. Michael Street and extending back between parallel lines for a distance of One Hundred Sixteen (116) feet, being all of Lot No. 10 of John B. Purcell's Subdivision as the same is recorded in Deed Book 172, Page 272 of the Hamilton County, Ohio Recorder's Office.

2130 St. Michael Street

Parcel ID No. 149-0011-0282-00

Situate in the City of Cincinnati, Hamilton County, Ohio, and described as follows, to-wit:

Lot Number 107 of T. & C. Neave's Subdivision a plat of which is recorded in Book 122, page 278 Hamilton County Records, being 25 feet in front of the north side of St. Michaels Street and 116 feet in depth.

2131 St. Michael Street

Parcel Number: 149-11-347

Situate in the City of Cincinnati, Hamilton County, Ohio and being Lot No. 136 in T & C Neave Subdivision of lots in Storrs Township (now 21st Ward, Cincinnati) said lot being on the south side of St. Michael Street and 100 feet in depth, as described on said plat as recorded in Plat Book 1, Pages 302 and 303 of the Hamilton County, Ohio Records.

2113 W. Eighth Street

Plat Book 149, Page 11, Parcel 136

All that certain lot of land in Cincinnati, Hamilton County, Ohio, in Section 30, Township 4, Fractional Range I, of the Miami Purchase, bounded and described as follows:

Commencing at a point in the South line or Eighth Street seventy-five (75) feet East of Depot Street and extending thence eastwardly twenty-five (25) feet to a point in the South line or said Eighth Street; thence, southwardly parallel to Depot Street one hundred twenty (120) feet more or less to Pardee Alley; thence. westwardly with Pardee Alley twenty-five (25) feet to a point seventy-five (75) feet distant from Depot Street; thence, northwardly one hundred twenty (120) feet more or less to the outh line of Eighth treet and the place of beginning.

Prior Deed Book Reference: Official Record 3364, page 400

Hamilton County. Ohio Deed Records

2115 W. Eighth Street (New legal description post split into two parcels)

Situate in Section 30, Town 4, Fractional Range 1, Storrs Township, in the City of Cincinnati, Hamilton County, Ohio and being part of the lands conveyed to Education Matters, Inc. in O.R. 12690, Pg. 898 and shown on

P.B. 456, Pg. 89 and being more particularly described as follows:

Commencing at a cross found at the intersection of the east right of way line of Depot Street and the north right of way line of Pardee Alley at the southwest corner of P.B. 456, Pg. 89, thence along the north right of way line of Pardee Alley and the south line of P.B. 456, Pg. 89, South 88°38'00" East a distance of 55.93 feet to a nail set in the north right of way of Pardee Alley and the south line of P.B. 456, Pg. 89 at the Point of Beginning;

Thence, from the Point of Beginning, leaving the north right of way line of Pardee Alley and the south line of

P.B. 456, Pg. 89, along a new division line, North 01°50'24" East a distance of 37.03 feet to a set nail;

Thence, along a new division line, North 87°33'54" East a distance of 6.00 feet to a set 5/8" iron pin with cap;

Thence, along a new division line, along the west face of a building the projection of said building line, generally North 01°50'24" East a distance of 82.00 feet to a point in the south right of way line of West 8th Street and the north line of P.B. 456, Pg. 89, said point witnessed by a cross set on a northerly projection of the said course at a distance of 3.00 feet;

Thence, along the south right of way line of West 8th Street and the north line of P.B. 456, Pg. 89,

South 87°39'00" East a distance of 25.00 feet to a point in the south right of way line of West 8th Street at the northeast corner of P.B. 456, Pg. 89, said point witnessed by a cross found on a northerly projection of the following course at a distance of 3.00 feet;

Thence, leaving the south right of way line of West 8th Street, and along the east line of P.B. 456, Pg. 89 being along a line between two adjoining buildings and the projections of said building lines, generally

South 01°45'43" West a distance of 118.71 feet to a point in the north line of Pardee Alley at the southeast corner of P.B. 456, Pg. 89, said point witnessed by a spike found west at a distance of 0.09 feet;

Thence, along the north right of way line of Pardee Alley and the south line of P.B. 456, Pg. 89; North

88°38'00" West a distance of 19.16 feet to the Point of Beginning;

Containing 0.06336 acres.

Subject to all existing easements and rights of way.

Based on a survey prepared by Baumann Land Survey, Inc. in December 2019.

Bearings based on the centerlines of Depot Street, West 8th Street, and Pardee Alley as shown on

P.B. 456, Pg. 89.

2117 W. Eighth Street (New Split from original 2115 West 8th)

Situate in Section 30, Town 4, Fractional Range 1, Storrs Township, in the City of Cincinnati, Hamilton County, Ohio and being part of the lands conveyed to Education Matters, Inc. in O.R. 12690, Pg. 898 and shown on P.B. 456, Pg. 89 and being more particularly described as follows:

Beginning at a cross found at the intersection of the east right of way line of Depot Street and the north right of way line of Pardee Alley at the southwest corner of P.B. 456, Pg. 89, thence along the east right of way line of Depot Street and the west line of P.B. 456, Pg. 89, North 01°50'39" East a distance of

120.00 feet to a point at the intersection of the east right of way line of Depot Street and the south right of way line of West 8th Street at the northwest corner of P.B. 456, Pg. 89, said point witnessed by a bent 5/8" iron pin with cap found south at a distance of 0.15 feet;

Thence, along the south right of way line of West 8th Street and the north line of P.B. 456, Pg. 89,

South 87°39'00" East a distance of 49.92 feet to a point in the south right of way line of West 8th Street and the north line of P.B. 456, Pg. 89, said point witnessed by a cross set on a northerly projection of the following course at a distance of 3.00 feet;

Thence, leaving the south right of way line of West 8th Street and the north line of P.B. 456, Pg. 89, and along a new division line along the west face of a building and the projection of said building line, generally

South 01°50'24" West a distance of 82.00 feet to a set 5/8" iron pin with cap;

Thence, along a new division line, South 87°33'54" East a distance of 6.00 feet to a set nail;

Thence, along a new division line, South 01°50'24" West a distance of 37.03 feet to a nail set in the north right of way line of Pardee Alley and in the south line of P.B. 456, Pg. 89;

Thence, along the north right of way line of Pardee Alley and the south line of P.B. 456, Pg. 89,

North 88°38'00" West a distance of 55.93 feet to the point of beginning;

Containing 0.14214 acres.

Subject to all existing easements and rights of way.

Based on a survey prepared by Baumann Land Survey, Inc. in December 2019.

Bearings based on the centerlines of Depot Street, West 8th Street, and Pardee Alley as shown on

P.B. 456, Pg. 89.

Exhibit B to CRA Agreement

APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED TO EXECUTION VERSION

Contract No. _____

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

This Community Reinvestment Area Tax Exemption Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), and LPH THRIVES, LLC, an Ohio limited liability company and affiliate of Over-the-Rhine Community Housing, an Ohio nonprofit corporation (the "Company").

Recitals:

A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").

B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.

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

D. Pursuant to the Commercial Policy Ordinance, a project that is constructed or remodeled to (1) Leadership in Energy and Environmental Design ("LEED") Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council), or (2) receives a (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the "Energy Petal" of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (such qualifying remodeling or construction is referred to, collectively, as "LBC" remodeling or construction), may qualify for a longer term and/or greater abatement.

E. The Company is the sole owner of certain real property within the City, located at 2113-2117 W. 8th Street, 2122 St. Michael Street, 2130 St. Michael Street, 2131 St. Michael Street, and 642-646 Neave Street (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.

F. The Company has proposed the remodeling of existing buildings located on the Property, and the construction of a new building on the Property, which new construction will be to LEED Silver standards as defined by the U.S. Green Building Council, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"); provided that the appropriate development incentives are available to support the economic viability of the Project.

G. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.

H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.

I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars ($1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars ($750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.

J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.

K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.

L. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").

M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").

N. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.

O. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.

P. This Agreement has been authorized by Ordinance No. _____-2021, passed by Cincinnati City Council on _____, 2021.

Q. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property

located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to remodel ten existing buildings and construct one new building on the Property to create, in aggregate, approximately 1,789 square feet of commercial space and approximately 67,505 square feet of residential space, consisting of 47 rental units (the "Improvements") at an estimated aggregate cost of $9,415,634 to commence after the execution of this Agreement and to be completed no later than April 30, 2023; *provided,* however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling and construction shall be in compliance with applicable building code requirements and zoning regulations, and the new construction shall be in compliance with LEED Silver standards. The Company hereby represents that it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver standards as it relates to the new construction. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 15 years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling and construction, (B) the cost of remodeling and construction, (C) the facts asserted in the application for exemption, (D) compliance with LBC and/or LEED standards identified in Section 1, and (E) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling and construction has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall

commence after tax year 2023 nor extend beyond the earlier of (i) tax year 2037 or (ii) the end of the 15th year of exemption.

Section 3. Use; Maintenance; Inspections. The Company shall use the Property solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Property throughout the period of tax exemption authorized herein. The Company authorizes the Housing Officer, or the Housing Officer's designees, to enter upon the Property as reasonably required to perform property inspections in accordance with Ohio Revised Code Section 3735.68.

Section 4. Compliance with Board of Education Agreement. As a condition of the tax exemption authorized under this Agreement, the Company agrees to enter into and comply with its obligation under the Board of Education Agreement.

Section 5. Duty of Company to Pay Taxes. As required by Ohio Revised Code Section 3735.671(C)(2), the Company shall pay such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and continuing thereafter.

Section 6. Company Certifications Regarding Non-Delinquency of Tax Obligations. As required by Ohio Revised Code Section 3735.671(C)(3), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

Section 8. City Cooperation. As required by Ohio Revised Code Section 3735.671(C)(4), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. Continuation of Exemptions. As provided in Ohio Revised Code Section 3735.671(C)(5), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number

of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

Section 10. City Not Liable. The Company acknowledges that the exemption authorized in this Agreement is subject to approval and implementation by the appropriate state and/or county taxing authorities. The Company acknowledges that the City does not give any guarantee or assurance that the exemption approved in this Agreement will be so approved, and the Company agrees that in no event shall the Company seek to hold the City liable in any way in the event such exemption is not granted or implemented.

Section 11. Small Business Enterprise Program. [1]

A. Compliance with Small Business Enterprise Program. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in Cincinnati Municipal Code ("CMC") Section 323-1-S, "SBEs"). Pursuant to CMC Section 323-11, the City's annual goal for SBE participation shall be thirty percent (30%) of the City's total dollars spent for construction (as such term is defined in CMC Section 323-1-C4), supplies (as such term is defined in CMC Section 323-1-S5), services (as such term is defined in CMC Section 323-1-S) and professional services (as such term is defined in CMC Section 323-1-P2). Accordingly, the Company shall use its best efforts and take affirmative steps to achieve the City's goal of voluntarily meeting thirty percent (30%) SBE participation. A list of SBEs may be obtained from the City's Department of Economic Inclusion. The Company may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. The Company shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:

(i) Including qualified SBEs on solicitation lists.

(ii) Assuring that SBEs are solicited whenever they are potential sources. The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.

(iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

(iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.

(v) Prior to the commencement of work under any subcontracts, the Company shall provide to the City a list of such subcontractors, including information as to the dollar amount of the subcontracts and such other information as may be requested by the City. The Company shall update the report monthly.

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

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

[1] Note: this section will be revised prior to execution due to programmatic changes being implemented by the Department of Community and Economic Development as a result of recent legislation passed by City Council.

Section 12. Jobs. The Company represents that, as of the date of the execution of this Agreement, the Company has no existing employment at the Property or in the State.

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create 180 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with construction and remodeling.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately $7,079,904 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

C. Community Reinvestment Area Employment. The Company shall (i) adopt hiring practices to ensure that at least twenty-five percent (25%) of the new employees shall be residents of the City of Cincinnati and (ii) give preference to residents of the City relative to residents of the State who do not reside in the City when hiring new employees under this Agreement.

D. Posting Available Employment Opportunities. To the extent allowable by law, the Company shall use its best efforts to post available employment opportunities within the Company's organization or the organization of any subcontractor working with the Company with the Ohio Means Jobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-746-7200.

Section 14. Equal Employment Opportunity. This Agreement is subject to the City's Equal Employment Opportunity Program contained in CMC Chapter 325. The Equal Employment Opportunity Clause in CMC Section 325-9 is incorporated by reference in this Agreement. The term "Company" is substituted for "Contractor" throughout CMC Section 325-9 in the context of this Agreement.

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

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same

manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

Section 17. Annual Review and Report. As required by Ohio Revised Code Sections 3735.671(C)(7) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive Review Council (the "Annual Review and Report"). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.

Section 18. Revocation.

A. Generally. Pursuant to Ohio Revised Code Section 3735.68, the housing officer shall make annual inspections of the properties within the community reinvestment area upon which are located structures or remodeling for which an exemption has been granted under Ohio Revised Code Section 3735.67. If the housing officer finds that the property has not been properly maintained or repaired due to the neglect of the Company, the housing officer may revoke the exemption at any time after the first year of exemption. If the Company has materially failed to fulfill its obligations under this Agreement, or if the owner is determined to have violated division (E) of that section (see Section 18(B) of this Agreement), City Council, subject to the terms of the agreement, may revoke the exemption at any time after the first year of exemption. The housing officer or City Council shall notify the county auditor and the Company that the tax exemption no longer applies. If the housing officer or legislative authority revokes a tax exemption, the housing officer shall send a report of the revocation to the community reinvestment area housing council and to the tax incentive review council established pursuant to section 3735.69 or 5709.85 of the Revised Code, containing a statement of the findings as to the maintenance and repair of the property, failure to fulfill obligations under the written agreement, or violation of division (E) of Ohio Revised Code Section 3735.671, and the reason for revoking the exemption.

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

Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within thirty (30) days of written demand) and the Company shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Ohio Revised Code Section 9.66(C)(1). Amounts due and not paid under

this Section 19 shall bear interest at the rate of twelve percent (12%) per year. Any person who provides a false statement to secure economic development assistance (as defined in Ohio Revised Code Section 9.66) may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars ($1,000) and/or a term of imprisonment of not more than six (6) months.

B. Material Representations. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement shall constitute an event of default for purposes of Section 16 (Default) and the basis for revocation under Section 18 (Revocation). Nothing in this Section 19.B shall operate to limit the City's enforcement authority under this Agreement including, without limitation, Section 16, Section 18, and Section 19.A.

Section 20. Conflict of Interest. The Company covenants that, to the Company's knowledge, no employee of the City has any personal interest, direct or indirect, in any matters pertaining to the Project, and the Company agrees to take appropriate steps to prevent any employee of the City from obtaining any such interest throughout the term of this Agreement.

Section 21. Annual Fee. As authorized by Ohio Revised Code Section 3735.671(D), the Company shall pay an annual fee of Five Hundred Dollars ($500) or one percent (1%) of the annual taxes exempted under this Agreement, whichever is greater, but not to exceed Two Thousand, Five Hundred Dollars ($2,500) per annum. This fee is due with submission of the information for Annual Review and Report by March 1 of each year.

Section 22. Discontinued Operations. As provided in Ohio Revised Code Section 3735.671(E), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in Section 1 hereof, then the Company, its successors, and any related member shall not enter into an agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

Section 23. Notices. Unless otherwise specified herein, each party shall address written notices, demands and communications in connection with this Agreement to the other party as follows (or to such other address as is communicated in accordance with this Section):

To the City:

City of Cincinnati
Attention: Director of the Department of Community and Economic Development
Centennial Plaza Two, Suite 700
805 Central Avenue
Cincinnati, Ohio 45202

To the Company:

LPH Thrives, LLC
114 W. 14th Street
Cincinnati, Ohio 45212
Attn: Ben Eilerman, Project Manager

With a copy to:

CREA
30 South Meridian Street, Suite 400
Indianapolis, Indiana 46204

If the Company sends a notice to the City alleging that the City is in default under this Agreement, the Company shall simultaneously send a copy of such notice to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, Ohio 45202.

Section 24. Acknowledgment of City Participation. The Company agrees to acknowledge the support of the City on construction signs, project and exhibition signage, and any publicity such as that appearing on the internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a Project partner, the Company shall use either the phrase "Project Assistance by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.

Section 25. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the City and the Company with respect to the subject matter herein, superseding any prior or contemporaneous agreement with respect thereto.

Section 26. Governing Law. This Agreement is entered into and is to be performed in the State. The City and the Company agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

Section 27. Waiver. The City's waiver of any breach by the Company of any provision of this Agreement shall not constitute or operate as a waiver by the City of any other breach of such provision or of any other provisions, nor shall any failure or delay by the City to enforce any provision hereof operate as a waiver of such provision or of any other provision.

Section 28. Severability. This Agreement shall be severable; if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

Section 29. Amendment. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

Section 30. Non-Assignment. As required by Ohio Revised Code Section 3735.671(C)(8), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement in connection with the Property, the City shall not approve the assignment of this Agreement unless the assignee has assumed the Company's remaining obligations under the Board of Education Agreement. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement upon transfer of the Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.

Section 31. Recording. At its election, the City may record this Agreement at the City's expense in the Hamilton County Recorder's Office.

Section 32. Legislative Action Required. As provided in Ohio Revised Code Section 3735.671(C)(10), the Company and the City acknowledge that this Agreement must be approved by formal action of the City Council of the City as a condition for this Agreement to take effect. Notwithstanding anything to the contrary herein, this Agreement shall take effect after the later of the date of such approval or the final date of execution of this Agreement by all parties.

Section 33. Additional Representations and Warranties of Company. The Company represents and warrants that (a) it is duly organized and existing and it has full power and authority to

take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its obligations hereunder; (b) no notices to, or consents, authorizations or approvals of, any person are required (other than any already given or obtained) for its due execution, delivery and performance of this Agreement; and (c) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Company.

Section 34. Certification as to Non-Debarment. The Company represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, the Company shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If the Company or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, the company shall be considered in default under this Agreement.

Section 35. Appeals. Pursuant to Ohio Revised Code Section 3735.70, a person aggrieved under the Statute or this Agreement may appeal to the community reinvestment area housing council, which shall have the authority to overrule any decision of a housing officer. Appeals may be taken from a decision of the council to the court of common pleas of the county where the area is located.

Section 36. Wage Enforcement.

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

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

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

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

(c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City's request and further authorizes such investigative bodies to keep the City advised

regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

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

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

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

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

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

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

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

CITY OF CINCINNATI,
an Ohio municipal corporation
Reference source not found.

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2021

LPH THRIVES, LLC,
an Ohio limited liability company**Error!**

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Authorized by resolution dated _____

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

642 Neave St.

Parcel ID No. 149-0011-0286-00

All that certain lot of land situated in Section 30, Town 4, Fractional Range 1, Storrs Township in the City of Cincinnati, County of Hamilton, State of Ohio, known, numbered and designated as Lot 96 on the Plat of T & C Neave's Subdivision, a plat of which is recorded in Deed Book 122, page 278, and Plat Book 1, page 302, Hamilton County, Ohio Records, less and excepting, however, a tract of land 25.50 feet in front on the northerly side of St. Michael Street by 29 feet in depth and lying 74.50 feet east of Neave Street, heretofore conveyed by said grantor to Sybel Fisher, recorded in Deed Book 1268, page 301, Hamilton County, Ohio Records.

644 Neave St.

Parcel ID: 149-0011-0287-00

Situated in the City of Cincinnati, County of Hamilton, and State of Ohio:

Beginning at a point in the East line of Neave Street, 29.05 feet North of the Northeast corner of Neave and St. Michael Street; thence in the East line of Neave Street, North 5 degrees 00' East 29.10 feet; thence South 85 degrees 26' East 59.00 feet; thence South 85 degrees 24' East 22.00 feet; thence North 5 degrees East 00.26 of a foot; thence South 85 degrees 31' East 18.50 feet; thence South 5 degrees 00' West 28.85 feet; thence North 85 degrees 44' West 99.50 feet to the East line of Neave Street and the place of beginning.

646 Neave St.

Plat Book 149, Page 0011, Parcel 0288

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

Beginning at a point in the East line of Neave Street in said City of Cincinnati, fifty-eight and 15/100 (58.15) feet North of the northeast corner of Neave Street and St. Michael Streets, said point being also the northwest corner of land described in Registered Land Certificate No. 1140. Hamilton County, Ohio Recorder's Office; thence, South 85° 26’ East fifty-nine (59) feet to a point; thence, South 85° 24' East twenty-two (22) feet to a point; thence, North 5° East.26, of a foot to a point; thence, South 85° 31' East eighteen and 50/100 (18.50) feet to a point in the East line of Lot No. 95 of T & C Neave Subdivision as per plat recorded in Plat Book I, pages 302 and 303, Hamilton County, Ohio Plat records; thence, North along said East line of Lot Nos. 94 and 95, twenty-eight (28) feet and 8 3/8', more or less, to the North line of said Lot No. 94; thence, West along said North line of Lot No. 94 one hundred (100) feet to the West line of said Lot No. 94 and the East line of Neave Street; thence, South along the West line of said Lot No. 94 and the East line of Neave Street twenty-nine (29) feet, more or less, to the place of beginning. Being the major p011ion of said Lot No. 94.

2122 St. Michael Street

APN: 149-0011-0278-00

Fronting Twenty-five (25) feet on the North side of St. Michael Street and extending back between parallel lines for a distance of One Hundred Sixteen (116) feet, being all of Lot No. 10 of John B. Purcell's Subdivision as the same is recorded in Deed Book 172, Page 272 of the Hamilton County, Ohio Recorder's Office.

2130 St. Michael Street

Parcel ID No. 149-0011-0282-00

Situate in the City of Cincinnati, Hamilton County, Ohio, and described as follows, to-wit:

Lot Number 107 of T. & C. Neave's Subdivision a plat of which is recorded in Book 122, page 278 Hamilton County Records, being 25 feet in front of the north side of St. Michaels Street and 116 feet in depth.

2131 St. Michael Street

Parcel Number: 149-11-347

Situate in the City of Cincinnati, Hamilton County, Ohio and being Lot No. 136 in T & C Neave Subdivision of lots in Storrs Township (now 21st Ward, Cincinnati) said lot being on the south side of St. Michael Street and 100 feet in depth, as described on said plat as recorded in Plat Book 1, Pages 302 and 303 of the Hamilton County, Ohio Records.

2113 W. Eighth Street

Plat Book 149, Page 11, Parcel 136

All that certain lot of land in Cincinnati, Hamilton County, Ohio, in Section 30, Township 4, Fractional Range I, of the Miami Purchase, bounded and described as follows:

Commencing at a point in the South line or Eighth Street seventy-five (75) feet East of Depot Street and extending thence eastwardly twenty-five (25) feet to a point in the South line or said Eighth Street; thence, southwardly parallel to Depot Street one hundred twenty (120) feet more or less to Pardee Alley; thence. westwardly with Pardee Alley twenty-five (25) feet to a point seventy-five (75) feet distant from Depot Street; thence, northwardly one hundred twenty (120) feet more or less to the outh line of Eighth treet and the place of beginning.

Prior Deed Book Reference: Official Record 3364, page 400

Hamilton County. Ohio Deed Records

2115 W. Eighth Street (New legal description post split into two parcels)

Situate in Section 30, Town 4, Fractional Range 1, Storrs Township, in the City of Cincinnati, Hamilton County, Ohio and being part of the lands conveyed to Education Matters, Inc. in O.R. 12690, Pg. 898 and shown on

P.B. 456, Pg. 89 and being more particularly described as follows:

Commencing at a cross found at the intersection of the east right of way line of Depot Street and the north right of way line of Pardee Alley at the southwest corner of P.B. 456, Pg. 89, thence along the north right of way line of Pardee Alley and the south line of P.B. 456, Pg. 89, South 88°38'00" East a distance of 55.93 feet to a nail set in the north right of way of Pardee Alley and the south line of P.B. 456, Pg. 89 at the Point of Beginning;

Thence, from the Point of Beginning, leaving the north right of way line of Pardee Alley and the south line of

P.B. 456, Pg. 89, along a new division line, North 01°50'24" East a distance of 37.03 feet to a set nail;

Thence, along a new division line, North 87°33'54" East a distance of 6.00 feet to a set 5/8" iron pin with cap;

Thence, along a new division line, along the west face of a building the projection of said building line, generally North 01°50'24" East a distance of 82.00 feet to a point in the south right of way line of West 8th Street and the north line of P.B. 456, Pg. 89, said point witnessed by a cross set on a northerly projection of the said course at a distance of 3.00 feet;

Thence, along the south right of way line of West 8th Street and the north line of P.B. 456, Pg. 89,

South 87°39'00" East a distance of 25.00 feet to a point in the south right of way line of West 8th Street at the northeast corner of P.B. 456, Pg. 89, said point witnessed by a cross found on a northerly projection of the following course at a distance of 3.00 feet;

Thence, leaving the south right of way line of West 8th Street, and along the east line of P.B. 456, Pg. 89 being along a line between two adjoining buildings and the projections of said building lines, generally

South 01°45'43" West a distance of 118.71 feet to a point in the north line of Pardee Alley at the southeast corner of P.B. 456, Pg. 89, said point witnessed by a spike found west at a distance of 0.09 feet;

Thence, along the north right of way line of Pardee Alley and the south line of P.B. 456, Pg. 89; North

88°38'00" West a distance of 19.16 feet to the Point of Beginning;

Containing 0.06336 acres.

Subject to all existing easements and rights of way.

Based on a survey prepared by Baumann Land Survey, Inc. in December 2019.

Bearings based on the centerlines of Depot Street, West 8th Street, and Pardee Alley as shown on

P.B. 456, Pg. 89.

<u>2117 W. Eighth Street (New Split from original 2115 West 8th)</u>

Situate in Section 30, Town 4, Fractional Range 1, Storrs Township, in the City of Cincinnati, Hamilton County, Ohio and being part of the lands conveyed to Education Matters, Inc. in O.R. 12690, Pg. 898 and shown on P.B. 456, Pg. 89 and being more particularly described as follows:

Beginning at a cross found at the intersection of the east right of way line of Depot Street and the north right of way line of Pardee Alley at the southwest corner of P.B. 456, Pg. 89, thence along the east right of way line of Depot Street and the west line of P.B. 456, Pg. 89, North 01°50'39" East a distance of

120.00 feet to a point at the intersection of the east right of way line of Depot Street and the south right of way line of West 8th Street at the northwest corner of P.B. 456, Pg. 89, said point witnessed by a bent 5/8” iron pin with cap found south at a distance of 0.15 feet;

Thence, along the south right of way line of West 8th Street and the north line of P.B. 456, Pg. 89,

South 87°39’00” East a distance of 49.92 feet to a point in the south right of way line of West 8th Street and the north line of P.B. 456, Pg. 89, said point witnessed by a cross set on a northerly projection of the following course at a distance of 3.00 feet;

Thence, leaving the south right of way line of West 8th Street and the north line of P.B. 456, Pg. 89, and along a new division line along the west face of a building and the projection of said building line, generally

South 01°50’24” West a distance of 82.00 feet to a set 5/8” iron pin with cap;

Thence, along a new division line, South 87°33’54” East a distance of 6.00 feet to a set nail;

Thence, along a new division line, South 01°50’24” West a distance of 37.03 feet to a nail set in the north right of way line of Pardee Alley and in the south line of P.B. 456, Pg. 89;

Thence, along the north right of way line of Pardee Alley and the south line of P.B. 456, Pg. 89,

North 88°38’00” West a distance of 55.93 feet to the point of beginning;

Containing 0.14214 acres.

Subject to all existing easements and rights of way.

Based on a survey prepared by Baumann Land Survey, Inc. in December 2019.

Bearings based on the centerlines of Depot Street, West 8th Street, and Pardee Alley as shown on

P.B. 456, Pg. 89.

Exhibit B to CRA Agreement

APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED TO EXECUTION VERSION

city of CINCINNATI
Interdepartment Correspondence Sheet

June 3, 2021

To: Mayor and Members of City Council 202102088

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – Establishing New Fund for Schmidlapp Music Income**

Attached is an Emergency Ordinance captioned:

> **ESTABLISHING** fund no. 335, "Schmidlapp Endowments," for the purpose of receiving interest from Schmidlapp Trust Fund 708 to stage music events in parks.

This Emergency Ordinance authorizes the establishment of fund no. 335, "Schmidlapp Endowments," for the purpose of receiving interest from Schmidlapp Trust Fund 708 to stage music events in parks. Funds from the Schmidlapp Trust Fund 708 ("Trust Fund") have been used for the purpose of staging music events in parks as required by the conditions of the original donation, and income from the Trust Fund has been deposited into Park Donations and Special Activity Fund 326.

The establishment of this new fund, Schmidlapp Endowments Fund 335, will allow the Cincinnati Park Board to better track expenditures from the Trust Fund consistent with similar trust funds managed by the Park Board.

The reason for the emergency is the immediate need to transfer the funds necessary to avoid a disruption in services.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

E M E R G E N C Y

KKF

- 2021

ESTABLISHING fund no. 335, "Schmidlapp Endowments," for the purpose of receiving interest from Schmidlapp Trust Fund 708 to stage music events in parks.

WHEREAS, funds from the Schmidlapp Trust Fund 708 ("Trust Fund") have been used for the purpose of staging music events in parks as required by the conditions of the original donation; and

WHEREAS, income from the Trust Fund has been deposited into Park Donations and Special Activity Fund 326; and

WHEREAS, the establishment of a new fund to receive income from the Schmidlapp Trust Fund 708 will allow the Cincinnati Park Board to better track expenditures from the Trust Fund consistent with similar trust funds managed by the Park Board; 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 fund no. 335, "Schmidlapp Endowments," for the purpose of receiving income from Schmidlapp Trust Fund 708 in order to stage music events.

Section 2. That the proper City officials are hereby authorized to do all things necessary and proper to carry out the provisions 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 to transfer the funds necessary to avoid a disruption in services.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

June 3, 2021

To: Mayor and Members of City Council 202102089

From: Paula Boggs Muething, City Manager

Subject: **LEED COMMUNITY REINVESTMENT AREA TAX EXEMPTION AGREEMENT FOR 1410 VINE LLC**

Attached is an Emergency Ordinance captioned as follows:

> **APPROVING AND AUTHORIZING** the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with 1410 Vine LLC, an affiliate of 3CDC, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 1410 Vine Street in the Over-The-Rhine neighborhood of Cincinnati, in connection with the remodeling of an existing building into approximately 6,572 square feet of commercial space, which remodeling shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total remodeling cost of approximately $3,630,000.

BACKGROUND/CURRENT CONDITIONS

This property is a multi-story vacant building in the Over-the-Rhine neighborhood of Cincinnati. It is within the OTR Historic District, and many Cincinnatians know this building as the former Wielert's Café—a saloon and beer garden that served as a home base for the infamous Boss Cox. The Developer submitted a CRA application to DCED requesting assistance in the redevelopment of this property.

DEVELOPER INFORMATION

1410 Vine, LLC is a subsidiary of Cincinnati Center City Development Corporation (3CDC). 3CDC is a non-profit organization that has invested over $1.47 billion dollars in development in Downtown and Over-the-Rhine over the past 15 years. This investment has resulted in 300 apartment units, 534 condominiums, 156 hotel rooms, 320 shelter beds, 1,070,500 square feet of commercial space, and 4,925 parking

spaces. They recently completed a similar condominium development on the north side of Court Street.

PROJECT DESCRIPTION

Once completed, this project will consist of 6,572 square feet of commercial space. In connection with this project, it is estimated that 73 temporary construction jobs are created at a total annual payroll of $2,270,000 and 44 full-time equivalent employees will be created at a total annual payroll of $1,785,000.

This project is consistent with several of Plan Cincinnati's goals including the City's goal to remain competitive economically, and the City's goal to be good stewards of its resources—both built and environmental.

PROPOSED INCENTIVE

The Ordinance provides for a 100% (net 52%), 15-year CRA tax exemption for this property. The exemption applies only to the increase in value of the building attributable to the project improvements. Pursuant to the LEED Commercial CRA policy established by City Council, this project is located within the Streetcar VTICA Area and is therefore eligible for a 15-year net 60% CRA Tax Abatement.

SUMMARY		
Forgone Public Benefit if Project Does not Proceed		
	CPS PILOT (Forgone New Revenue)	($333,669)
	VTICA (Forgone New Revenue)	($151,668)
	Income Tax (Forgone New Revenue)	($598,028)
	Total Public Benefit Lost	($1,083,365)
Incentive Value		
	Annual Net Incentive to Developer	$35,052
	Total Term Incentive to Developer	**$525,782**
	City's Portion of Property Taxes Forgone	**$130,496**
Public Benefit		
	CPS PILOT	
	Annual CPS Pilot	$22,245
	Total Term CPS PILOT	**$333,669**
	VTICA	
	Annual VTICA	$10,111
	Total Term VTICA	**$151,668**
	Income Tax (Max)	**$598,028**
	Total Public Benefit (CPS PILOT/VTICA /Income Tax)	**$1,083,365**
	Total Public Benefit ROI*	$2.06
	City's ROI*	$8.30
	*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	

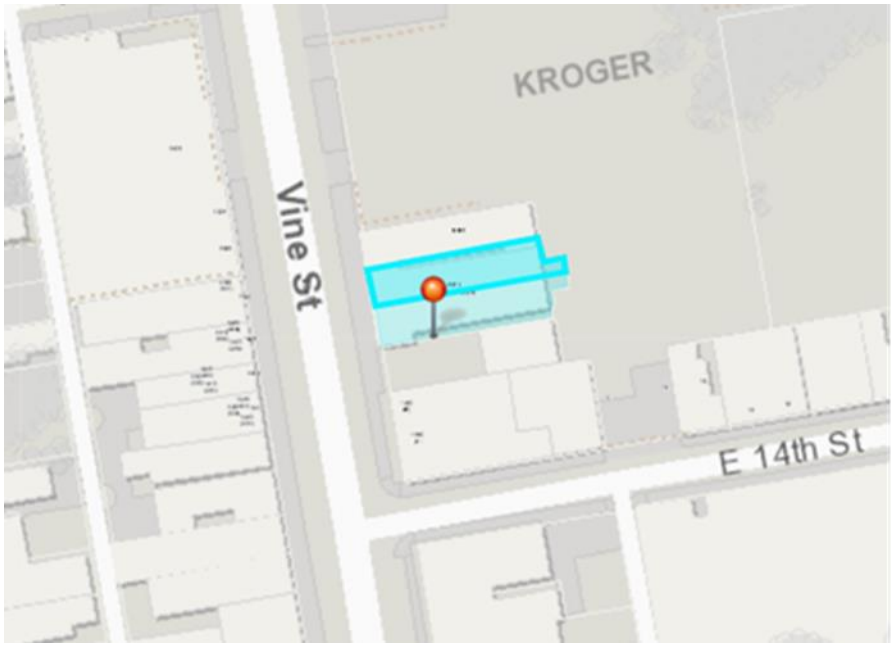
RECOMMENDATION

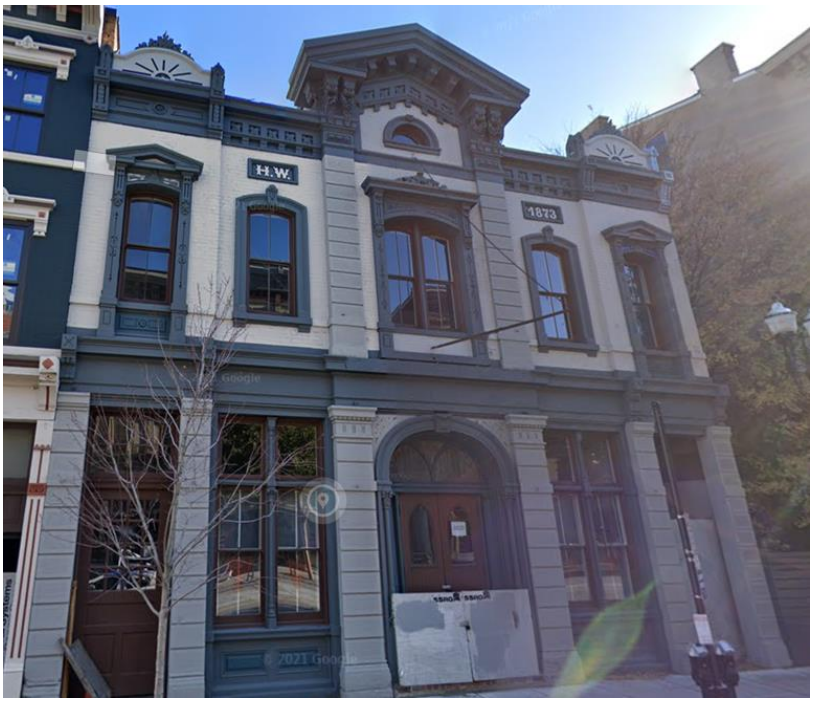
The Administration recommends approval of this Emergency Ordinance. This is an Emergency Ordinance to allow 3CDC to commence construction at the earliest possible time.

Attachment: A. Property location and photographs

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

Attachment A: Location and Photographs





EMERGENCY

City of Cincinnati

TJL BWG

An Ordinance No. _____ - 2021

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with 1410 Vine, LLC, an affiliate of 3CDC, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 1410 Vine Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of an existing building into approximately 6,572 square feet of commercial space, which remodeling shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total remodeling cost of approximately $3,630,000.

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

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

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

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

WHEREAS, 1410 Vine, LLC (the "Company") desires to remodel an existing building into approximately 6,572 square feet of commercial space on real property at 1410 Vine Street located within the corporate boundaries of the City of Cincinnati, to LEED or LBC standards (the

"Improvements"), provided that the appropriate development incentives are available to support the economic viability of the Improvements; and

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

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

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

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

WHEREAS, the Company has represented that it has entered into (or will enter into) a voluntary tax incentive contribution agreement with a third-party organization for amounts equal to 15% of the exempt real property taxes, which funds shall be committed by the third-party organization to pay for streetcar operations that specially benefit the property; and

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

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

Section 1. That Council approves a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with 1410 Vine, LLC, an affiliate of 3CDC (the "Agreement"), thereby authorizing a 15-year tax exemption for 100% of the assessed value of improvements to be made to real property located at 1410 Vine Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of an existing building into approximately 6,572 square feet of commercial space, to be constructed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards (as defined

by the U.S. Green Building Council) or Living Building Challenge standards (as described in the Agreement and as determined by the International Living Future Institute and the Cascadia Green Building Council, as applicable) at a total remodeling cost of approximately $3,630,000.

Section 2. That Council authorizes the City Manager:

(i) to execute the Agreement on behalf of the City in substantially the form of Attachment A to this ordinance; and

(ii) to forward on behalf of Council a copy of the Agreement, within fifteen (15) days after execution, to the Director of the Ohio Development Services Agency in accordance with Ohio Revised Code Section 3735.671(F); and

(iii) to submit on behalf of Council annual reports on the Agreement to the Director of the Ohio Development Services Agency and to the Board of Education of the Cincinnati City School District, in accordance with Ohio Revised Code Section 3735.672; and

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

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

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

Attachment A to Ordinance

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

SEE ATTACHED

Contract No. _____

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

This Community Reinvestment Area Tax Exemption Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), and 1410 VINE, LLC, an an Ohio limited liability company (the "Company"), an affiliate of Cincinnati Center City Development Corporation (3CDC).

Recitals:

A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").

B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.

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

D. Pursuant to the Commercial Policy Ordinance, a project that is constructed or remodeled to (1) Leadership in Energy and Environmental Design ("LEED") Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council), or (2) receives a (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the "Energy Petal" of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (such qualifying remodeling or construction is referred to, collectively, as "LBC" remodeling or construction), may qualify for a longer term and/or greater abatement.

E. The Company is the sole owner of certain real property within the City, located at 1410 Vine Street, Cincinnati, Ohio 45202 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.

F. The Company has proposed the remodeling of a building located on the Property to LEED Silver standards, as defined by the U.S. Green Building Council, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"); provided that the appropriate development incentives are available to support the economic viability of the Project.

G. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax

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

H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.

I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars ($1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars ($750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.

J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.

K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.

L. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").

M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").

N. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.

O. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.

P. City Council passed (i) Motion No. 201401368 on November 19, 2014, establishing a tax incentive policy that incentivizes each applicant for a real property tax abatement in the neighborhoods of Downtown and OTR to enter into a voluntary tax incentive contribution agreement with a third-party organization ("VTICA") for an amount equal to a percentage of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"), which funds shall be committed by a third-party organization to pay for streetcar operations that specially benefit the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.

Q. The Company acknowledges that Streetcar operations in the Central Business District and Over-the-Rhine will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.

R. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the VTICA Contribution each year for the full term of the abatement.

S. This Agreement has been authorized by Ordinance No. _____-2021, passed by Cincinnati City Council on _____, 2021.

T. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to remodel the building on the Property into approximately 6,572 square feet of commercial space (the "Improvements") at an estimated aggregate cost of $3,630,000 to commence after the execution of this Agreement and to be completed no later than November 1, 2022; *provided,* however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in her discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling shall be in compliance with applicable building code and zoning regulations, as well as complying with LBC standards or LEED Silver standards, as defined by the U.S. Green Building Council. The Company hereby represents that it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver standards. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 15 years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days

after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling, (B) the cost of remodeling, (C) the facts asserted in the application for exemption, (D) compliance with LBC standards or LEED Silver standards, as defined by the U.S. Green Building Council, and (E) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2022 nor extend beyond the earlier of (i) tax year 2026 or (ii) the end of the fifteenth (15th) year of exemption.

Section 3. Use; Maintenance; Inspections. The Company shall use the Property solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Property throughout the period of tax exemption authorized herein. The Company authorizes the Housing Officer, or the Housing Officer's designees, to enter upon the Property as reasonably required to perform property inspections in accordance with Ohio Revised Code Section 3735.68.

Section 4. Compliance with Board of Education Agreement. As a condition of the tax exemption authorized under this Agreement, the Company agrees to enter into and comply with its obligation under the Board of Education Agreement.

Section 5. Duty of Company to Pay Taxes. As required by Ohio Revised Code Section 3735.671(C)(2), the Company shall pay such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and continuing thereafter.

Section 6. Company Certifications Regarding Non-Delinquency of Tax Obligations. As required by Ohio Revised Code Section 3735.671(C)(3), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements.

As provided by statute, a knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

Section 8. City Cooperation. As required by Ohio Revised Code Section 3735.671(C)(4), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. Continuation of Exemptions. As provided in Ohio Revised Code Section 3735.671(C)(5), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

Section 10. City Not Liable. The Company acknowledges that the exemption authorized in this Agreement is subject to approval and implementation by the appropriate state and/or county taxing authorities. The Company acknowledges that the City does not give any guarantee or assurance that the exemption approved in this Agreement will be so approved, and the Company agrees that in no event shall the Company seek to hold the City liable in any way in the event such exemption is not granted or implemented.

Section 11. Small Business Enterprise Program. [1]

A. Compliance with Small Business Enterprise Program. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in Cincinnati Municipal Code ("CMC") Section 323-1-S, "SBEs"). Pursuant to CMC Section 323-11, the City's annual goal for SBE participation shall be thirty percent (30%) of the City's total dollars spent for construction (as such term is defined in CMC Section 323-1-C4), supplies (as such term is defined in CMC Section 323-1-S5), services (as such term is defined in CMC Section 323-1-S) and professional services (as such term is defined in CMC Section 323-1-P2). Accordingly, the Company shall use its best efforts and take affirmative steps to achieve the City's goal of voluntarily meeting thirty percent (30%) SBE participation. A list of SBEs may be obtained from the City's Department of Economic Inclusion. The Company may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. The Company shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:

(i) Including qualified SBEs on solicitation lists.

(ii) Assuring that SBEs are solicited whenever they are potential sources. The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.

(iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

(iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.

(v) Prior to the commencement of work under any subcontracts, the Company shall provide to the City a list of such subcontractors, including information as

[1] Note: this section will be revised prior to execution due to programmatic changes being implemented by the Department of Community and Economic Development as a result of recent legislation passed by City Council.

to the dollar amount of the subcontracts and such other information as may be requested by the City. The Company shall update the report monthly.

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

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

Section 12. Jobs. The Company represents that, as of the date of the execution of this Agreement, the Company has no existing employment at the Property or in the State.

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 44 full-time permanent jobs and (ii) 73 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with remodeling, and in the case of the other jobs described herein, the job creation period shall begin upon completion of remodeling and shall end three (3) years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) $1,785,000 of additional annual payroll with respect to the full-time permanent jobs and (ii) $2,270,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

C. Community Reinvestment Area Employment. The Company shall (i) adopt hiring practices to ensure that at least twenty-five percent (25%) of the new employees shall be residents of the City of Cincinnati and (ii) give preference to residents of the City relative to residents of the State who do not reside in the City when hiring new employees under this Agreement.

D. Posting Available Employment Opportunities. To the extent allowable by law, the Company shall use its best efforts to post available employment opportunities within the Company's organization or the organization of any subcontractor working with the Company with the Ohio Means Jobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-746-7200.

Section 14. Equal Employment Opportunity. This Agreement is subject to the City's Equal Employment Opportunity Program contained in CMC Chapter 325. The Equal Employment Opportunity Clause in CMC Section 325-9 is incorporated by reference in this Agreement. The term "Company" is substituted for "Contractor" throughout CMC Section 325-9 in the context of this Agreement.

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

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

Section 17. Annual Review and Report. As required by Ohio Revised Code Sections 3735.671(C)(7) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive Review Council (the "Annual Review and Report"). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.

Section 18. Revocation.

A. Generally. Pursuant to Ohio Revised Code Section 3735.68, the housing officer shall make annual inspections of the properties within the community reinvestment area upon which are located structures or remodeling for which an exemption has been granted under Ohio Revised Code Section 3735.67. If the housing officer finds that the property has not been properly maintained or repaired due to the neglect of the Company, the housing officer may revoke the exemption at any time after the first year of exemption. If the Company has materially failed to fulfill its obligations under this Agreement, or if the owner is determined to have violated division (E) of that section (see Section 18(B) of this Agreement), City Council, subject to the terms of the agreement, may revoke the exemption at any time after the first year of exemption. The housing officer or City Council shall notify the county auditor and the Company that the tax exemption no longer applies. If the housing officer or legislative authority revokes a tax exemption, the housing officer shall send a report of the revocation to the community reinvestment area housing council and to the tax incentive review council established pursuant to section 3735.69 or 5709.85 of the Revised Code, containing a statement of the findings as to the maintenance and repair of the property, failure to fulfill obligations under the written agreement, or violation of division (E) of Ohio Revised Code Section 3735.671, and the reason for revoking the exemption.

B. Prior Statutory Violations. The Company represents and warrants to the City that it is not prohibited by Ohio Revised Code Section 3735.671(E) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(C)(9), exemptions from taxation granted or authorized under this Agreement shall be revoked if it is determined that the Company, any

successor to the Company or any related member (as those terms are defined in division (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

Section 19. False Statements; Penalties; Material Representations.

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

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

Section 20. Conflict of Interest. The Company covenants that, to the Company's knowledge, no employee of the City has any personal interest, direct or indirect, in any matters pertaining to the Project, and the Company agrees to take appropriate steps to prevent any employee of the City from obtaining any such interest throughout the term of this Agreement.

Section 21. Annual Fee. As authorized by Ohio Revised Code Section 3735.671(D), the Company shall pay an annual fee of Five Hundred Dollars ($500) or one percent (1%) of the annual taxes exempted under this Agreement, whichever is greater, but not to exceed Two Thousand, Five Hundred Dollars ($2,500) per annum. This fee is due with submission of the information for Annual Review and Report by March 1 of each year.

Section 22. Discontinued Operations. As provided in Ohio Revised Code Section 3735.671(E), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in

Section 1 hereof, then the Company, its successors, and any related member shall not enter into an agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

Section 23. Notices. Unless otherwise specified herein, each party shall address written notices, demands and communications in connection with this Agreement to the other party as follows (or to such other address as is communicated in accordance with this Section):

To the City:

City of Cincinnati
Attention: Director of the Department of Community and Economic Development
Centennial Plaza Two, Suite 700
805 Central Avenue
Cincinnati, Ohio 45202

To the Company:

1410 Vine, LLC
Attention: Katie Westbrook, Development Manager
1203 Walnut Street,
Cincinnati, Ohio 45202

If the Company sends a notice to the City alleging that the City is in default under this Agreement, the Company shall simultaneously send a copy of such notice to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

Section 24. Acknowledgment of City Participation. The Company agrees to acknowledge the support of the City on construction signs, project and exhibition signage, and any publicity such as that appearing on the internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a Project partner, the Company shall use either the phrase "Project Assistance by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.

Section 25. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the City and the Company with respect to the subject matter herein, superseding any prior or contemporaneous agreement with respect thereto.

Section 26. Governing Law. This Agreement is entered into and is to be performed in the State. The City and the Company agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

Section 27. Waiver. The City's waiver of any breach by the Company of any provision of this Agreement shall not constitute or operate as a waiver by the City of any other breach of such provision or of any other provisions, nor shall any failure or delay by the City to enforce any provision hereof operate as a waiver of such provision or of any other provision.

Section 28. Severability. This Agreement shall be severable; if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

Section 29. Amendment. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

Section 30. Non-Assignment. As required by Ohio Revised Code Section 3735.671(C)(8), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement or VTICA in connection with the Property, the City shall not approve the assignment of this Agreement unless the assignee has assumed the Company's remaining obligations under the Board of Education Agreement and VTICA, as applicable. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement or VTICA upon transfer of the Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.

Section 31. Recording. At its election, the City may record this Agreement at the City's expense in the Hamilton County Recorder's Office.

Section 32. Legislative Action Required. As provided in Ohio Revised Code Section 3735.671(C)(10), the Company and the City acknowledge that this Agreement must be approved by formal action of the City Council of the City as a condition for this Agreement to take effect. Notwithstanding anything to the contrary herein, this Agreement shall take effect after the later of the date of such approval or the final date of execution of this Agreement by all parties.

Section 33. Additional Representations and Warranties of Company. The Company represents and warrants that (a) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its obligations hereunder; (b) no notices to, or consents, authorizations or approvals of, any person are required (other than any already given or obtained) for its due execution, delivery and performance of this Agreement; and (c) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Company.

Section 34. Certification as to Non-Debarment. The Company represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, the Company shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If the Company or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, the company shall be considered in default under this Agreement.

Section 35. Appeals. Pursuant to Ohio Revised Code Section 3735.70, a person aggrieved under the Statute or this Agreement may appeal to the community reinvestment area housing council, which shall have the authority to overrule any decision of a housing officer. Appeals may be taken from a decision of the council to the court of common pleas of the county where the area is located.

Section 36. Wage Enforcement.

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

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

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

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

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

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

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

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

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

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

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

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

CITY OF CINCINNATI,
an Ohio municipal corporation

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2021

1410 VINE, LLC,
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Authorized by resolution dated _____

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Property Address:	**1410 Vine Street, Cincinnati, Ohio 45202**
Parcel ID No.:	**Unit C - PPN: 080-0001-0266-00**
	Unit D - PPN: 080-0001-0267-00

Note: All capitalized terms used below in this legal description and not expressly defined herein shall have the meanings given to such terms in that certain Declaration of Condominium Ownership recorded in Official Record Book 13968, Page 1390 of the Hamilton County, Ohio Recorder's Office as amended by the First Amendment to Declaration of Condominium Ownership ("Declaration").

Situated in the City of Cincinnati, County of Hamilton, State of Ohio and being known as the Condominium Unit Numbers as set forth below, of The Paint Building Condominium, as created by the Declaration, the Condominium Drawings for which are recorded in Plat Book 473, Page 77 et. seq. of the Hamilton County, Ohio Recorder's Office, as amended by the Amendment to Exhibit D to Condominium Declaration which is recorded in the Plat Books of the Hamilton County, Ohio Recorder's Office, together with said undivided interest in the Common Elements of the Condominium and any Limited Common Elements assigned to said Units, all on and subject to the terms of the Declaration, as amended by the foregoing First Amendment.

Unit C - PPN: 080-0001-0266-00
Unit D - PPN: 080-0001-0267-00

Exhibit B to CRA Agreement

APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

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

This Community Reinvestment Area Tax Exemption Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), and 1410 VINE, LLC, an an Ohio limited liability company (the "Company"), an affiliate of Cincinnati Center City Development Corporation (3CDC).

Recitals:

A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").

B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.

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

D. Pursuant to the Commercial Policy Ordinance, a project that is constructed or remodeled to (1) Leadership in Energy and Environmental Design ("LEED") Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council), or (2) receives a (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the "Energy Petal" of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (such qualifying remodeling or construction is referred to, collectively, as "LBC" remodeling or construction), may qualify for a longer term and/or greater abatement.

E. The Company is the sole owner of certain real property within the City, located at 1410 Vine Street, Cincinnati, Ohio 45202 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.

F. The Company has proposed the remodeling of a building located on the Property to LEED Silver standards, as defined by the U.S. Green Building Council, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"); provided that the appropriate development incentives are available to support the economic viability of the Project.

G. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax

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

H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.

I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars ($1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars ($750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.

J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.

K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.

L. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").

M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").

N. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.

O. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.

P. City Council passed (i) Motion No. 201401368 on November 19, 2014, establishing a tax incentive policy that incentivizes each applicant for a real property tax abatement in the neighborhoods of Downtown and OTR to enter into a voluntary tax incentive contribution agreement with a third-party organization ("VTICA") for an amount equal to a percentage of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"), which funds shall be committed by a third-party organization to pay for streetcar operations that specially benefit the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.

Q. The Company acknowledges that Streetcar operations in the Central Business District and Over-the-Rhine will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.

R. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the VTICA Contribution each year for the full term of the abatement.

S. This Agreement has been authorized by Ordinance No. _____-2021, passed by Cincinnati City Council on _____, 2021.

T. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to remodel the building on the Property into approximately 6,572 square feet of commercial space (the "Improvements") at an estimated aggregate cost of $3,630,000 to commence after the execution of this Agreement and to be completed no later than November 1, 2022; *provided,* however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in her discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling shall be in compliance with applicable building code and zoning regulations, as well as complying with LBC standards or LEED Silver standards, as defined by the U.S. Green Building Council. The Company hereby represents that it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver standards. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 15 years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days

after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling, (B) the cost of remodeling, (C) the facts asserted in the application for exemption, (D) compliance with LBC standards or LEED Silver standards, as defined by the U.S. Green Building Council, and (E) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2022 nor extend beyond the earlier of (i) tax year 2026 or (ii) the end of the fifteenth (15th) year of exemption.

Section 3. Use; Maintenance; Inspections. The Company shall use the Property solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Property throughout the period of tax exemption authorized herein. The Company authorizes the Housing Officer, or the Housing Officer's designees, to enter upon the Property as reasonably required to perform property inspections in accordance with Ohio Revised Code Section 3735.68.

Section 4. Compliance with Board of Education Agreement. As a condition of the tax exemption authorized under this Agreement, the Company agrees to enter into and comply with its obligation under the Board of Education Agreement.

Section 5. Duty of Company to Pay Taxes. As required by Ohio Revised Code Section 3735.671(C)(2), the Company shall pay such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and continuing thereafter.

Section 6. Company Certifications Regarding Non-Delinquency of Tax Obligations. As required by Ohio Revised Code Section 3735.671(C)(3), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements.

As provided by statute, a knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

Section 8. City Cooperation. As required by Ohio Revised Code Section 3735.671(C)(4), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. Continuation of Exemptions. As provided in Ohio Revised Code Section 3735.671(C)(5), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

Section 10. City Not Liable. The Company acknowledges that the exemption authorized in this Agreement is subject to approval and implementation by the appropriate state and/or county taxing authorities. The Company acknowledges that the City does not give any guarantee or assurance that the exemption approved in this Agreement will be so approved, and the Company agrees that in no event shall the Company seek to hold the City liable in any way in the event such exemption is not granted or implemented.

Section 11. Small Business Enterprise Program. [1]

A. Compliance with Small Business Enterprise Program. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in Cincinnati Municipal Code ("CMC") Section 323-1-S, "SBEs"). Pursuant to CMC Section 323-11, the City's annual goal for SBE participation shall be thirty percent (30%) of the City's total dollars spent for construction (as such term is defined in CMC Section 323-1-C4), supplies (as such term is defined in CMC Section 323-1-S5), services (as such term is defined in CMC Section 323-1-S) and professional services (as such term is defined in CMC Section 323-1-P2). Accordingly, the Company shall use its best efforts and take affirmative steps to achieve the City's goal of voluntarily meeting thirty percent (30%) SBE participation. A list of SBEs may be obtained from the City's Department of Economic Inclusion. The Company may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. The Company shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:

(i) Including qualified SBEs on solicitation lists.

(ii) Assuring that SBEs are solicited whenever they are potential sources. The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.

(iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

(iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.

(v) Prior to the commencement of work under any subcontracts, the Company shall provide to the City a list of such subcontractors, including information as

[1] Note: this section will be revised prior to execution due to programmatic changes being implemented by the Department of Community and Economic Development as a result of recent legislation passed by City Council.

to the dollar amount of the subcontracts and such other information as may be requested by the City. The Company shall update the report monthly.

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

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

Section 12. Jobs. The Company represents that, as of the date of the execution of this Agreement, the Company has no existing employment at the Property or in the State.

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 44 full-time permanent jobs and (ii) 73 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with remodeling, and in the case of the other jobs described herein, the job creation period shall begin upon completion of remodeling and shall end three (3) years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) $1,785,000 of additional annual payroll with respect to the full-time permanent jobs and (ii) $2,270,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

C. Community Reinvestment Area Employment. The Company shall (i) adopt hiring practices to ensure that at least twenty-five percent (25%) of the new employees shall be residents of the City of Cincinnati and (ii) give preference to residents of the City relative to residents of the State who do not reside in the City when hiring new employees under this Agreement.

D. Posting Available Employment Opportunities. To the extent allowable by law, the Company shall use its best efforts to post available employment opportunities within the Company's organization or the organization of any subcontractor working with the Company with the Ohio Means Jobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-746-7200.

Section 14. Equal Employment Opportunity. This Agreement is subject to the City's Equal Employment Opportunity Program contained in CMC Chapter 325. The Equal Employment Opportunity Clause in CMC Section 325-9 is incorporated by reference in this Agreement. The term "Company" is substituted for "Contractor" throughout CMC Section 325-9 in the context of this Agreement.

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

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

Section 17. Annual Review and Report. As required by Ohio Revised Code Sections 3735.671(C)(7) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive Review Council (the "Annual Review and Report"). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.

Section 18. Revocation.

A. Generally. Pursuant to Ohio Revised Code Section 3735.68, the housing officer shall make annual inspections of the properties within the community reinvestment area upon which are located structures or remodeling for which an exemption has been granted under Ohio Revised Code Section 3735.67. If the housing officer finds that the property has not been properly maintained or repaired due to the neglect of the Company, the housing officer may revoke the exemption at any time after the first year of exemption. If the Company has materially failed to fulfill its obligations under this Agreement, or if the owner is determined to have violated division (E) of that section (see Section 18(B) of this Agreement), City Council, subject to the terms of the agreement, may revoke the exemption at any time after the first year of exemption. The housing officer or City Council shall notify the county auditor and the Company that the tax exemption no longer applies. If the housing officer or legislative authority revokes a tax exemption, the housing officer shall send a report of the revocation to the community reinvestment area housing council and to the tax incentive review council established pursuant to section 3735.69 or 5709.85 of the Revised Code, containing a statement of the findings as to the maintenance and repair of the property, failure to fulfill obligations under the written agreement, or violation of division (E) of Ohio Revised Code Section 3735.671, and the reason for revoking the exemption.

B. Prior Statutory Violations. The Company represents and warrants to the City that it is not prohibited by Ohio Revised Code Section 3735.671(E) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(C)(9), exemptions from taxation granted or authorized under this Agreement shall be revoked if it is determined that the Company, any

successor to the Company or any related member (as those terms are defined in division (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

Section 19. False Statements; Penalties; Material Representations.

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

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

Section 20. Conflict of Interest. The Company covenants that, to the Company's knowledge, no employee of the City has any personal interest, direct or indirect, in any matters pertaining to the Project, and the Company agrees to take appropriate steps to prevent any employee of the City from obtaining any such interest throughout the term of this Agreement.

Section 21. Annual Fee. As authorized by Ohio Revised Code Section 3735.671(D), the Company shall pay an annual fee of Five Hundred Dollars ($500) or one percent (1%) of the annual taxes exempted under this Agreement, whichever is greater, but not to exceed Two Thousand, Five Hundred Dollars ($2,500) per annum. This fee is due with submission of the information for Annual Review and Report by March 1 of each year.

Section 22. Discontinued Operations. As provided in Ohio Revised Code Section 3735.671(E), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in

Section 1 hereof, then the Company, its successors, and any related member shall not enter into an agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

Section 23. Notices. Unless otherwise specified herein, each party shall address written notices, demands and communications in connection with this Agreement to the other party as follows (or to such other address as is communicated in accordance with this Section):

To the City:

City of Cincinnati
Attention: Director of the Department of Community and Economic Development
Centennial Plaza Two, Suite 700
805 Central Avenue
Cincinnati, Ohio 45202

To the Company:

1410 Vine, LLC
Attention: Katie Westbrook, Development Manager
1203 Walnut Street,
Cincinnati, Ohio 45202

If the Company sends a notice to the City alleging that the City is in default under this Agreement, the Company shall simultaneously send a copy of such notice to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

Section 24. Acknowledgment of City Participation. The Company agrees to acknowledge the support of the City on construction signs, project and exhibition signage, and any publicity such as that appearing on the internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a Project partner, the Company shall use either the phrase "Project Assistance by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.

Section 25. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the City and the Company with respect to the subject matter herein, superseding any prior or contemporaneous agreement with respect thereto.

Section 26. Governing Law. This Agreement is entered into and is to be performed in the State. The City and the Company agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

Section 27. Waiver. The City's waiver of any breach by the Company of any provision of this Agreement shall not constitute or operate as a waiver by the City of any other breach of such provision or of any other provisions, nor shall any failure or delay by the City to enforce any provision hereof operate as a waiver of such provision or of any other provision.

Section 28. Severability. This Agreement shall be severable; if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

Section 29. Amendment. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

Section 30. Non-Assignment. As required by Ohio Revised Code Section 3735.671(C)(8), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement or VTICA in connection with the Property, the City shall not approve the assignment of this Agreement unless the assignee has assumed the Company's remaining obligations under the Board of Education Agreement and VTICA, as applicable. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement or VTICA upon transfer of the Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.

Section 31. Recording. At its election, the City may record this Agreement at the City's expense in the Hamilton County Recorder's Office.

Section 32. Legislative Action Required. As provided in Ohio Revised Code Section 3735.671(C)(10), the Company and the City acknowledge that this Agreement must be approved by formal action of the City Council of the City as a condition for this Agreement to take effect. Notwithstanding anything to the contrary herein, this Agreement shall take effect after the later of the date of such approval or the final date of execution of this Agreement by all parties.

Section 33. Additional Representations and Warranties of Company. The Company represents and warrants that (a) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its obligations hereunder; (b) no notices to, or consents, authorizations or approvals of, any person are required (other than any already given or obtained) for its due execution, delivery and performance of this Agreement; and (c) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Company.

Section 34. Certification as to Non-Debarment. The Company represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, the Company shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If the Company or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, the company shall be considered in default under this Agreement.

Section 35. Appeals. Pursuant to Ohio Revised Code Section 3735.70, a person aggrieved under the Statute or this Agreement may appeal to the community reinvestment area housing council, which shall have the authority to overrule any decision of a housing officer. Appeals may be taken from a decision of the council to the court of common pleas of the county where the area is located.

Section 36. Wage Enforcement.

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

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

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

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

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

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

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

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

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

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

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

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

CITY OF CINCINNATI,
an Ohio municipal corporation

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2021

1410 VINE, LLC,
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Authorized by resolution dated _____

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Property Address:	**1410 Vine Street, Cincinnati, Ohio 45202**
Parcel ID No.:	**Unit C - PPN: 080-0001-0266-00**
	Unit D - PPN: 080-0001-0267-00

Note: All capitalized terms used below in this legal description and not expressly defined herein shall have the meanings given to such terms in that certain Declaration of Condominium Ownership recorded in Official Record Book 13968, Page 1390 of the Hamilton County, Ohio Recorder's Office as amended by the First Amendment to Declaration of Condominium Ownership ("Declaration").

Situated in the City of Cincinnati, County of Hamilton, State of Ohio and being known as the Condominium Unit Numbers as set forth below, of The Paint Building Condominium, as created by the Declaration, the Condominium Drawings for which are recorded in Plat Book 473, Page 77 et. seq. of the Hamilton County, Ohio Recorder's Office, as amended by the Amendment to Exhibit D to Condominium Declaration which is recorded in the Plat Books of the Hamilton County, Ohio Recorder's Office, together with said undivided interest in the Common Elements of the Condominium and any Limited Common Elements assigned to said Units, all on and subject to the terms of the Declaration, as amended by the foregoing First Amendment.

Unit C - PPN: 080-0001-0266-00
Unit D - PPN: 080-0001-0267-00

Exhibit B to CRA Agreement

APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

city of CINCINNATI
Interdepartment Correspondence Sheet

June 3, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager 202102091

Subject: **Emergency Ordinance – Apply for Transit Infrastructure Fund Grants**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the City Manager to apply for grants awarded by the Southwest Ohio Regional Transit Authority Transit Infrastructure Fund for the purpose of ensuring the timely completion of various road and bridge construction projects throughout the City.

Approval of this Emergency Ordinance will authorize the City Manager to apply for grants awarded by the Southwest Ohio Regional Transit Authority Transit Infrastructure Fund for the purpose of ensuring the timely completion of various road and bridge construction projects throughout the City.

The Department of Transportation and Engineering (DOTE) intends to apply for grants awarded by the Southwest Ohio Regional Transit Authority (SORTA) Transit Infrastructure Fund by June 30, 2021, for fiscal year 2022 capital improvement projects, in order to ensure the timely completion of projects DOTE identifies as high priorities. A list of potential projects and planned sources for the local match is attached, although the list is subject to change and DOTE may apply for resources or projects not included in Attachment A. DOTE will request authorization from the City Council to accept and appropriate grant funding if awarded.

There are no FTE increases associated with these grants.

The implementation of these potential projects is in accordance with the "Connect" goal to "develop an efficient multi-modal transportation system that supports neighborhood livability" as described on pages 129-138 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need for DOTE to apply for grants awarded by the SORTA Transit Infrastructure Fund by June 30, 2021, for fiscal year 2022 capital improvement projects.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

E M E R G E N C Y

KMB

- 2021

AUTHORIZING the City Manager to apply for grants awarded by the Southwest Ohio Regional Transit Authority Transit Infrastructure Fund for the purpose of ensuring the timely completion of various road and bridge construction projects throughout the City.

WHEREAS, the Department of Transportation and Engineering (DOTE) intends to apply for grants awarded by the Southwest Ohio Regional Transit Authority (SORTA) Transit Infrastructure Fund by June 30, 2021, for fiscal year 2022 capital improvement projects, in order to ensure the timely completion of projects DOTE identifies as high priorities; and

WHEREAS, DOTE has identified the attached list of potential projects as high priorities for which it intends to apply for assistance, although the list is subject to change and DOTE may apply for resources for projects not included in Attachment A; and

WHEREAS, depending on the terms of the grant award for each project, local match funds would be required for acceptance; and

WHEREAS, anticipated sources of local match funds, which would come from existing and future capital improvement program project accounts, are identified for each of the projects in Attachment A; and

WHEREAS, if the City is awarded any grants under the SORTA Transit Infrastructure Fund, DOTE will request authorization from the City Council in order to accept and appropriate such resources; and

WHEREAS, no additional FTEs are associated with these applications for grant funding; and

WHEREAS, the implementation of these potential projects is in accordance with the "Connect" goal to "develop an efficient multi-modal transportation system that supports neighborhood livability" 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 the City Manager is hereby authorized to apply for grants awarded by the Southwest Ohio Regional Transit Authority (SORTA) Transit Infrastructure Fund to ensure the timely completion of various road and bridge construction projects throughout the City.

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 herein.

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need for the Department of Transportation and Engineering to apply for grants awarded by the SORTA Transit Infrastructure Fund by June 30, 2021, for fiscal year 2022 capital improvement projects.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

Attachment A – Transit Infrastructure Grant Potential Applications

1. Western Hills Viaduct

2. River Rd – Anderson Ferry to Fairbanks
    - This project includes street rehabilitation.
    - The total construction cost is approximately $5,000,000.
    - The local match will come from the Ohio Department of Transportation (ODOT) Urban Paving as well as existing and future capital programs.

3. Beekman Avenue Rehabilitation – Hopple Street to Elmore Street
    - This project includes the following:
        - Rehabilitating the entire length,
        - Rehabilitating the retaining wall at 3138 Beekman Avenue,
        - Restriping to help control speeds,
        - Removing the pedestrian bridge, and
        - Making intersection improvements at Elmore Street to promote pedestrian safety.
    - The total construction cost is approximately $2,800,000 for the following:
        - Rehabilitation - $2,200,000
        - Bridge Removal - $300,000
        - Intersection improvements - $300,000
    - The design and local match will come from existing and future capital programs.

4. Paxton – Wasson Road to Marburg Avenue
    - This project includes the following:
        - Street rehabilitation and
        - Intersection improvements at Paxton/Isabella/Wasson intersection.
    - The total construction cost is approximately $2,000,000.
    - The local match will come from existing and future capital programs.

5. Warsaw Avenue – Glenway Avenue to Grand Avenue
    - This project includes the following:
        - Rehabilitating entire limits,
        - Restriping with the community's preference, and
        - Making pedestrian safety improvements (RRFB, bump-outs).
    - The total construction cost is approximately $1,000,000.
    - The local match for the rehabilitation portion will come from existing and future capital projects. The local match for the design and safety improvements needs to be identified.

6. Glenway Avenue – Warsaw Avenue to Shirley Place
    - This project includes street rehabilitation.
    - The total construction cost is approximately $3,000,000.
    - The local match will come from existing and future capital programs.

7. Edwards Road Reconstruction – Observatory Avenue to Wasson Way
    - This project includes rehabilitating the entire length,
    - Potential left turn lanes on Observatory at Edwards Avenue,
        - Restriping Edwards Road, between Erie Avenue and Wasson Way,

    - Lower hump near Wasson Way, and
    - Safety improvements at Edwards Road and Madison Road.
- The total construction cost is about $1,300,000.
- The design and local match will come from existing and future capital programs.

8. 8th St Improvements – Linn Street to Gest Street
    - This project includes converting travel lanes to bus/bike lanes.
    - The total construction cost is about $1,000,000.
    - The design and local match will need to be identified.

9. West North Bend Road – Marie Avenue to Hamilton Avenue
    - This project includes street rehabilitation.
    - The total construction cost is approximately $1,000,000.
    - The local match will come from existing and future capital programs.

10. Madison Road – Plainville Road to Glenshade Avenue
    - This project includes the following:
        - Rehabilitating the entire length,
        - Restriping to clarify lane usage, and
        - Potential pedestrian improvements.
    - The total construction cost is approximately $400,000.
    - The local match and design will come from existing and future capital programs.

11. Whetsel Avenue – Sierra Street to North Corp Line
    - This project includes street rehabilitation.
    - The total construction cost is about $750,000.
    - The local match will come from existing and future capital programs.

12. Art Museum Drive – Retaining wall on downhill side, new walk, and guardrail
    - This project includes the following:
        - Landslide correction,
        - Installing a new guardrail to meet park standards, and
        - Installing a new walk.
    - The total construction cost is about $1,000,000.
    - The design and local match will come from existing and future capital programs.

city of CINCINNATI
Interdepartment Correspondence Sheet

June 3, 2021

To: Mayor and Members of City Council 202102092

From: Paula Boggs Muething, City Manager

Subject: **CRA TAX EXEMPTION AGREEMENT FOR 60 EAST, LLC**

Attached is an Emergency Ordinance captioned as follows:

> **APPROVING AND AUTHORIZING** the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with 60 East LLC, thereby authorizing a 12-year tax exemption for 100% of the value of improvements made to real property located at 60 E. McMicken Avenue in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of the existing buildings into approximately 5,220 square feet of residential space, consisting of 5 two-bedroom residential units, and 1,800 square feet of commercial space, at a total construction cost of approximately $1,178,160.

BACKGROUND/CURRENT CONDITIONS

60 East, LLC owns and intends to renovate the property located at 60 E McMicken Avenue in Over-the-Rhine, between Sharp Alley and Lang Street. The property contains two buildings that have long been vacant and in severe disrepair. After acquiring the property in 2020, 60 East, LLC completed emergency stabilization repairs, but the buildings still require substantial renovation to become habitable. In September 2020, the project was awarded a Notice of Funding Availability (NOFA) loan of $280,000 in City Capital funding.

DEVELOPER INFORMATION

60 East, LLC is a limited liability corporation 100% owned by 8K Development, a Cincinnati-based developer and registered SBE. 8K and its affiliates have been in operation since 2009 and have grown into an integrated construction and property development company specializing in historic renovations. 8K has completed numerous historic rehab projects as developer and general contractor, including nearby renovation projects at 57 E McMicken Avenue and 1714 Vine Street.

PROJECT DESCRIPTION

The Developer is proposing the renovation of the three-story property located at 60 E McMicken Avenue to include five (5) two-bedroom residential rental units and one (1) 1,800 square foot storefront intended for an office tenant. Residential rents will be approximately $1,100 per month and all 5 units will be affordable to households not to exceed 80% of the Area Median Income (AMI) for 10 years. Total project cost is estimated to be $1,370,000, with hard construction cost estimated to be $1,178,160. The project is estimated to take 12 months to complete and is anticipated to create 10 temporary construction jobs with an estimated total payroll of $600,000. Following completion, the project is anticipated to create five (5) full time permanent jobs with an annual payroll of $300,000.

PROPOSED INCENTIVE

DCED is recommending a 12-year, net 52% CRA tax exemption. The exemption applies only to the increase in improvement value attributed to the renovation.

Pursuant to the Commercial CRA policy established by City Council, this project is located in the Streetcar VTICA Area and is therefore subject to analysis based on project underwriting, VTICA contribution, and job creation to determine abatement terms. The project merits a 12-year, net 52% CRA Tax Abatement based on the following criteria:

- The project will create five (5) units of affordable housing at 80% AMI for 10 years.
- Financial underwriting showed that the project was in need of direct monetary assistance via NOFA, and thus, also in need of an abatement.
- Net 15% Streetcar VTICA contribution totals $39,381 over 12 years.
- The project is anticipated to create 10 temporary construction jobs with a total annual payroll of $600,000 and five (5) full time permanent jobs with a total annual payroll of $300,000.
- The project anticipates a $3.39 return for each dollar of City investment.

SUMMARY	
Incentive Value	
Annual Net Abatement (Savings to Developer)	$11,377
Total Term Net Abatement (Savings to Developer)	**$136,519**
City's Portion of Property Taxes Forgone	**$33,883**
Public Benefit	
CPS PILOT	
Annual CPS Pilot	$7,220
Total Term CPS PILOT	**$86,637**

VTICA	
Annual VTICA	$3,282
Total Term VTICA PILOT	**$39,381**
Income Tax (Max)	**$75,600**
New Permanent Jobs	5
Total Public Benefit (CPS PILOT/VTICA PILOT/Income Tax)	**$201,618**
Total Public Benefit ROI	$1.48
City's ROI	$3.39

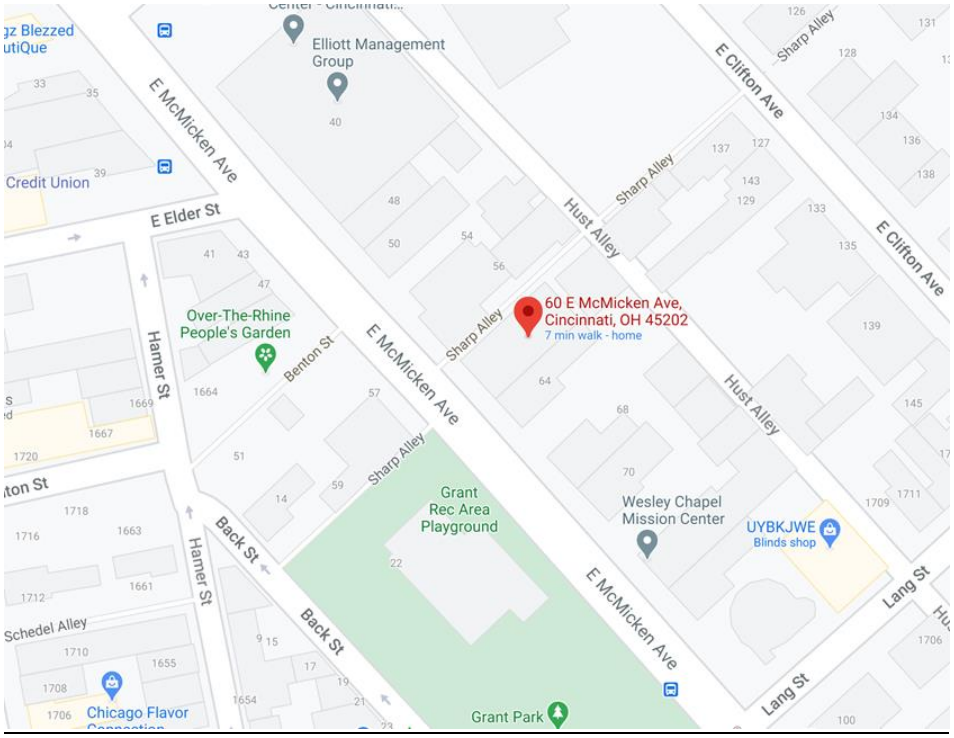
RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

Attachment: A. Property location and photographs

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

Attachment A: Location and Photographs



Property Location

60 E McMicken Avenue

EMERGENCY

City of Cincinnati

JML BWG

An Ordinance No. _____ - 2021

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with 60 East LLC, thereby authorizing a 12-year tax exemption for 100% of the value of improvements made to real property located at 60 E. McMicken Avenue in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of the existing buildings into approximately 5,220 square feet of residential space, consisting of 5 two-bedroom residential units, and 1,800 square feet of commercial space, at a total construction cost of approximately $1,178,160.

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

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

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

WHEREAS, 60 East LLC (the "Company") desires to remodel the existing buildings into approximately 5,220 square feet of residential space, consisting of 5 two-bedroom residential units, and 1,800 square feet of commercial space on real property at 60 E. McMicken Avenue located within the corporate boundaries of the City of Cincinnati (the "Improvements"), provided that the appropriate development incentives are available to support the economic viability of the Improvements; and

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

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

WHEREAS, the Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020 (as

may be amended, the "Board of Education Agreement"), has approved exemptions of up to 100% of Community Reinvestment Area projects, waived advance notice and the right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects; and

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

WHEREAS, the Company has represented that it has entered into (or will enter into) a voluntary tax incentive contribution agreement with a third-party organization for amounts equal to 15% of the exempt real property taxes, which funds shall be committed by the third-party organization to pay for streetcar operations that specially benefit the property; and

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

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

Section 1. That Council approves a *Community Reinvestment Area Tax Exemption Agreement* with 60 East LLC (the "Agreement"), thereby authorizing a 12-year tax exemption for 100% of the assessed value of improvements to be made to real property located at 60 E. McMicken Avenue in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of the existing buildings into approximately 5,220 square feet of residential space, consisting of 5 two-bedroom residential units, and 1,800 square feet of commercial space, to be completed at a total construction cost of approximately $1,178,160.

Section 2. That Council authorizes the City Manager:

(i) to execute the Agreement on behalf of the City in substantially the form of Attachment A to this ordinance; and

(ii) to forward on behalf of Council a copy of the Agreement, within fifteen (15) days after execution, to the Director of the Ohio Development Services Agency in accordance with Ohio Revised Code Section 3735.671(F); and

(iii) to submit on behalf of Council annual reports on the Agreement to the Director of the Ohio Development Services Agency and to the Board of Education of the Cincinnati City School District, in accordance with Ohio Revised Code Section 3735.672; and

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

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

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

Attachment A to Ordinance

CRA Tax Exemption Agreement

SEE ATTACHED

Contract No. _____

Community Reinvestment Area Tax Exemption Agreement

This Community Reinvestment Area Tax Exemption Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), and 60 EAST LLC, an Ohio limited liability company (the "Company").

Recitals:

A. The City and the Company are parties to a *Funding Agreement* dated [____], 2021, pertaining to the development of the Property (the "Funding Agreement").

B. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").

C. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.

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

E. The Company is the sole owner of certain real property within the City, located at 60 East McMicken Avenue, Cincinnati, Ohio 45202 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.

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

G. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.

H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.

I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars ($1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars ($750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.

J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.

K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.

L. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").

M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").

N. The Company represents that within the past five (5) years neither the Company, nor any related member of the Company nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.

O. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.

P. City Council passed (i) Motion No. 201401368 on November 19, 2014, establishing a tax incentive policy that incentivizes each applicant for a real property tax abatement in the neighborhoods of Downtown and OTR to enter into a voluntary tax incentive contribution agreement with a third-party organization ("VTICA") for an amount equal to a percentage of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"), which funds shall be committed by a third-party organization to pay for streetcar operations that specially benefit the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.

Q. The Company acknowledges that Streetcar operations in the Central Business District and Over-the-Rhine will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.

R. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the VTICA Contribution each year for the full term of the abatement.

S. This Agreement has been authorized by Ordinance No. _____-2021, passed by Cincinnati City Council on _____, 2021.

T. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to remodel two existing buildings on the Property into approximately 5,220 square feet of residential space, consisting of five (5) two-bedroom residential units, and 1,800 square feet of commercial space (the "Improvements") at an estimated aggregate cost of $1,178,160 to commence after the execution of this Agreement and to be completed no later than June 30, 2023, *provided,* however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in her discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling shall be in compliance with applicable building code requirements and zoning regulations. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of one hundred percent (100%) of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of twelve (12) years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling, (B) the cost of remodeling, (C) the facts asserted in the application for exemption and (D) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the

remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2023 nor extend beyond the earlier of (i) tax year 2034 or (ii) the end of the twelfth (12th) year of exemption.

Section 3. Use; Maintenance; Inspections. The Company shall use the Property solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Property throughout the period of tax exemption authorized herein. The Company authorizes the Housing Officer, or the Housing Officer's designees, to enter upon the Property as reasonably required to perform property inspections in accordance with Ohio Revised Code Section 3735.68.

Section 4. Compliance with Board of Education Agreement. As a condition of the tax exemption authorized under this Agreement, the Company agrees to enter into and comply with its obligation under the Board of Education Agreement.

Section 5. Duty of Company to Pay Taxes. As required by Ohio Revised Code Section 3735.671(C)(2), the Company shall pay such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and continuing thereafter.

Section 6. Company Certifications Regarding Non-Delinquency of Tax Obligations. As required by Ohio Revised Code Section 3735.671(C)(3), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

Section 8. City Cooperation. As required by Ohio Revised Code Section 3735.671(C)(4), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement

including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. Continuation of Exemptions. As provided in Ohio Revised Code Section 3735.671(C)(5), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

Section 10. City Not Liable. The Company acknowledges that the exemption authorized in this Agreement is subject to approval and implementation by the appropriate state and/or county taxing authorities. The Company acknowledges that the City does not give any guarantee or assurance that the exemption approved in this Agreement will be so approved, and the Company agrees that in no event shall the Company seek to hold the City liable in any way in the event such exemption is not granted or implemented.

Section 11. Small Business Enterprise Program. [1]

A. Compliance with Small Business Enterprise Program. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in Cincinnati Municipal Code ("CMC") Section 323-1-S, "SBEs"). Pursuant to CMC Section 323-11, the City's annual goal for SBE participation shall be thirty percent (30%) of the City's total dollars spent for construction (as such term is defined in CMC Section 323-1-C4), supplies (as such term is defined in CMC Section 323-1-S5), services (as such term is defined in CMC Section 323-1-S) and professional services (as such term is defined in CMC Section 323-1-P2). Accordingly, the Company shall use its best efforts and take affirmative steps to achieve the City's goal of voluntarily meeting thirty percent (30%) SBE participation. A list of SBEs may be obtained from the City's Department of Economic Inclusion. The Company may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. The Company shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:

(i) Including qualified SBEs on solicitation lists.

(ii) Assuring that SBEs are solicited whenever they are potential sources. The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.

(iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

(iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.

(v) Prior to the commencement of work under any subcontracts, the Company shall provide to the City a list of such subcontractors, including information as to the dollar amount of the subcontracts and such other information as may be requested by the City. The Company shall update the report monthly.

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

B. Remedies for Noncompliance with Small Business Enterprise Program. Failure of the Company or its contractors and subcontractors to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach SBE participation as set out in CMC Chapter 323 may be

[1] Note: this section will be revised prior to execution due to programmatic changes being implemented by the Department of Community and Economic Development as a result of recent legislation passed by City Council.

construed by the City as failure of the Company to use its best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this Section. The provisions of CMC Section 323-99 are hereby incorporated by reference into this Agreement.

Section 12. Jobs. The Company represents that, as of the date of the execution of this Agreement, the Company has no existing employment at the Property or in the State.

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 5 full-time permanent jobs and (ii) 10 full-time temporary construction jobs. In the case of the construction jobs, the job creation and retention period shall be concurrent with remodeling, and in the case of the other jobs described herein, the job creation period shall begin upon completion of remodeling and shall end three (3) years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) $300,000 of additional annual payroll with respect to the full-time permanent jobs, and (ii) $600,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

C. Community Reinvestment Area Employment. The Company shall (i) adopt hiring practices to ensure that at least twenty-five percent (25%) of the new employees shall be residents of the City of Cincinnati and (ii) give preference to residents of the City relative to residents of the State who do not reside in the City when hiring new employees under this Agreement.

D. Posting Available Employment Opportunities. To the extent allowable by law, the Company shall use its best efforts to post available employment opportunities within the Company's organization or the organization of any subcontractor working with the Company with the Ohio Means Jobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-746-7200.

Section 14. Equal Employment Opportunity. This Agreement is subject to the City's Equal Employment Opportunity Program contained in CMC Chapter 325. The Equal Employment Opportunity Clause in CMC Section 325-9 is incorporated by reference in this Agreement. The term "Company" is substituted for "Contractor" throughout CMC Section 325-9 in the context of this Agreement.

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

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement or the Funding Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30)

days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

Section 17. Annual Review and Report. As required by Ohio Revised Code Sections 3735.671(C)(7) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive Review Council (the "Annual Review and Report"). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.

Section 18. Revocation.

A. Generally. Pursuant to Ohio Revised Code Section 3735.68, the housing officer shall make annual inspections of the properties within the community reinvestment area upon which are located structures or remodeling for which an exemption has been granted under Ohio Revised Code Section 3735.67. If the housing officer finds that the property has not been properly maintained or repaired due to the neglect of the Company, the housing officer may revoke the exemption at any time after the first year of exemption. If the Company has materially failed to fulfill its obligations under this Agreement, or if the owner is determined to have violated division (E) of that section (see Section 18(B) of this Agreement), City Council, subject to the terms of the agreement, may revoke the exemption at any time after the first year of exemption. The housing officer or City Council shall notify the county auditor and the Company that the tax exemption no longer applies. If the housing officer or legislative authority revokes a tax exemption, the housing officer shall send a report of the revocation to the community reinvestment area housing council and to the tax incentive review council established pursuant to section 3735.69 or 5709.85 of the Revised Code, containing a statement of the findings as to the maintenance and repair of the property, failure to fulfill obligations under the written agreement, or violation of division (E) of Ohio Revised Code Section 3735.671, and the reason for revoking the exemption.

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

Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company

has knowingly made a false statement to the State or the City to obtain approval for this Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within thirty (30) days of written demand) and the Company shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Ohio Revised Code Section 9.66(C)(1). Amounts due and not paid under this Section 19 shall bear interest at the rate of twelve percent (12%) per year. Any person who provides a false statement to secure economic development assistance (as defined in Ohio Revised Code Section 9.66) may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars ($1,000) and/or a term of imprisonment of not more than six (6) months.

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

Section 20. Conflict of Interest. The Company covenants that, to the Company's knowledge, no employee of the City has any personal interest, direct or indirect, in any matters pertaining to the Project, and the Company agrees to take appropriate steps to prevent any employee of the City from obtaining any such interest throughout the term of this Agreement.

Section 21. Annual Fee. As authorized by Ohio Revised Code Section 3735.671(D), the Company shall pay an annual fee of Five Hundred Dollars ($500) or one percent (1%) of the annual taxes exempted under this Agreement, whichever is greater, but not to exceed Two Thousand, Five Hundred Dollars ($2,500) per annum. This fee is due with submission of the information for Annual Review and Report by March 1 of each year.

Section 22. Discontinued Operations. As provided in Ohio Revised Code Section 3735.671(E), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in Section 1 hereof, then the Company, its successors, and any related member shall not enter into an agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

Section 23. Notices. Unless otherwise specified herein, each party shall address written notices, demands and communications in connection with this Agreement to the other party as follows (or to such other address as is communicated in accordance with this Section):

To the City:

City of Cincinnati
Attention: Director of the Department of Community and Economic Development
Centennial Plaza Two, Suite 700
805 Central Avenue
Cincinnati, Ohio 45202

To the Company:

60 East LLC
Attention: Michael Chewning, Partner
57 E. McMicken Ave.
Cincinnati, Ohio 45202

If the Company sends a notice to the City alleging that the City is in default under this Agreement, the Company shall simultaneously send a copy of such notice to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

Section 24. Acknowledgment of City Participation. The Company agrees to acknowledge the support of the City on construction signs, project and exhibition signage, and any publicity such as that appearing on the internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a Project partner, the Company shall use either the phrase "Project Assistance by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.

Section 25. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the City and the Company with respect to the subject matter herein, superseding any prior or contemporaneous agreement with respect thereto.

Section 26. Governing Law. This Agreement is entered into and is to be performed in the State. The City and the Company agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

Section 27. Waiver. The City's waiver of any breach by the Company of any provision of this Agreement shall not constitute or operate as a waiver by the City of any other breach of such provision or of any other provisions, nor shall any failure or delay by the City to enforce any provision hereof operate as a waiver of such provision or of any other provision.

Section 28. Severability. This Agreement shall be severable; if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

Section 29. Amendment. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

Section 30. Non-Assignment. As required by Ohio Revised Code Section 3735.671(C)(8), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement or VTICA in connection with the Property, the City shall not approve the assignment of this Agreement unless the assignee has assumed the Company's remaining obligations under the Board of Education Agreement and VTICA, as applicable. Failure to assign or otherwise perform the Company's obligations under the

Board of Education Agreement or VTICA upon transfer of the Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.

Section 31. Recording. At its election, the City may record this Agreement at the City's expense in the Hamilton County Recorder's Office.

Section 32. Legislative Action Required. As provided in Ohio Revised Code Section 3735.671(C)(10), the Company and the City acknowledge that this Agreement must be approved by formal action of the City Council of the City as a condition for this Agreement to take effect. Notwithstanding anything to the contrary herein, this Agreement shall take effect after the later of the date of such approval or the final date of execution of this Agreement by all parties.

Section 33. Additional Representations and Warranties of Company. The Company represents and warrants that (a) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its obligations hereunder; (b) no notices to, or consents, authorizations or approvals of, any person are required (other than any already given or obtained) for its due execution, delivery and performance of this Agreement; and (c) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Company.

Section 34. Certification as to Non-Debarment. The Company represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, the Company shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If the Company or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, the company shall be considered in default under this Agreement.

Section 35. Appeals. Pursuant to Ohio Revised Code Section 3735.70, a person aggrieved under the Statute or this Agreement may appeal to the community reinvestment area housing council, which shall have the authority to overrule any decision of a housing officer. Appeals may be taken from a decision of the council to the court of common pleas of the county where the area is located.

Section 36. Wage Enforcement.

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

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

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

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

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

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

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

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

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

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

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

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

CITY OF CINCINNATI,
an Ohio municipal corporation

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2021

Error! Reference source not found.,
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Authorized by resolution dated _____

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Property Address: 60 E. McMicken Avenue, Cincinnati, Ohio 45202

Auditor's Parcel ID: 094-0005-0297-00

Situated in the City of Cincinnati, County of Hamilton, and the State of Ohio located at 60-62 East McMicken Avenue and situated in the City of Cincinnati, County of Hamilton, and State of Ohio. Being all that part of Block 2 in a subdivision made by General James Finley, and James C. Ludlow and recorded in Book 40, Pages 420, 421, and 422, in the records of Hamilton County, Ohio; being the whole of Lot no. 10 and 7 feet off the west side of Lot No. 9 in said Block 2 as now subdivided by the Executors of James Finley, deceased, and recorded in Deed Book 70, page 133, of the records of said County, together with the improvements thereon which are known and designated as 60 and 62 East McMicken Avenue, in the City of Cincinnati, in said County and State.

Said Lot No. 10 and 7 feet off the west side of Lot No. 9 bounded and described as follows:

Beginning in the northeast corner of Hamilton Road (now McMicken Avenue) and a 12 foot alley; thence eastwardly along the north side of McMicken Avenue 37 feet; thence northwardly 120 feet to a 12 alley; thence westwardly along said alley 37 feet to a point in the first named alley; thence southwardly along said alley 120 feet to the place of beginning. Being the same premises conveyed to Henry Bonner by Donald Shabazz and Gloria E. Shabazz be deed recorded at Book 7369, page 2141, Official Records, Hamilton County Recorder's Office.

Exhibit B to CRA Agreement

APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

Community Reinvestment Area Tax Exemption Agreement

This Community Reinvestment Area Tax Exemption Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), and 60 EAST LLC, an Ohio limited liability company (the "Company").

Recitals:

A. The City and the Company are parties to a *Funding Agreement* dated [____], 2021, pertaining to the development of the Property (the "Funding Agreement").

B. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").

C. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.

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

E. The Company is the sole owner of certain real property within the City, located at 60 East McMicken Avenue, Cincinnati, Ohio 45202 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.

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

G. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.

H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.

I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars ($1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars ($750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.

J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.

K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.

L. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").

M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").

N. The Company represents that within the past five (5) years neither the Company, nor any related member of the Company nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.

O. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.

P. City Council passed (i) Motion No. 201401368 on November 19, 2014, establishing a tax incentive policy that incentivizes each applicant for a real property tax abatement in the neighborhoods of Downtown and OTR to enter into a voluntary tax incentive contribution agreement with a third-party organization ("VTICA") for an amount equal to a percentage of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"), which funds shall be committed by a third-party organization to pay for streetcar operations that specially benefit the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.

Q. The Company acknowledges that Streetcar operations in the Central Business District and Over-the-Rhine will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.

R. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the VTICA Contribution each year for the full term of the abatement.

S. This Agreement has been authorized by Ordinance No. _____-2021, passed by Cincinnati City Council on _____, 2021.

T. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to remodel two existing buildings on the Property into approximately 5,220 square feet of residential space, consisting of five (5) two-bedroom residential units, and 1,800 square feet of commercial space (the "Improvements") at an estimated aggregate cost of $1,178,160 to commence after the execution of this Agreement and to be completed no later than June 30, 2023, *provided,* however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in her discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling shall be in compliance with applicable building code requirements and zoning regulations. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of one hundred percent (100%) of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of twelve (12) years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling, (B) the cost of remodeling, (C) the facts asserted in the application for exemption and (D) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the

remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2023 nor extend beyond the earlier of (i) tax year 2034 or (ii) the end of the twelfth (12th) year of exemption.

Section 3. Use; Maintenance; Inspections. The Company shall use the Property solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Property throughout the period of tax exemption authorized herein. The Company authorizes the Housing Officer, or the Housing Officer's designees, to enter upon the Property as reasonably required to perform property inspections in accordance with Ohio Revised Code Section 3735.68.

Section 4. Compliance with Board of Education Agreement. As a condition of the tax exemption authorized under this Agreement, the Company agrees to enter into and comply with its obligation under the Board of Education Agreement.

Section 5. Duty of Company to Pay Taxes. As required by Ohio Revised Code Section 3735.671(C)(2), the Company shall pay such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and continuing thereafter.

Section 6. Company Certifications Regarding Non-Delinquency of Tax Obligations. As required by Ohio Revised Code Section 3735.671(C)(3), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

Section 8. City Cooperation. As required by Ohio Revised Code Section 3735.671(C)(4), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement

including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. Continuation of Exemptions. As provided in Ohio Revised Code Section 3735.671(C)(5), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

Section 10. City Not Liable. The Company acknowledges that the exemption authorized in this Agreement is subject to approval and implementation by the appropriate state and/or county taxing authorities. The Company acknowledges that the City does not give any guarantee or assurance that the exemption approved in this Agreement will be so approved, and the Company agrees that in no event shall the Company seek to hold the City liable in any way in the event such exemption is not granted or implemented.

Section 11. Small Business Enterprise Program. [1]

A. Compliance with Small Business Enterprise Program. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in Cincinnati Municipal Code ("CMC") Section 323-1-S, "SBEs"). Pursuant to CMC Section 323-11, the City's annual goal for SBE participation shall be thirty percent (30%) of the City's total dollars spent for construction (as such term is defined in CMC Section 323-1-C4), supplies (as such term is defined in CMC Section 323-1-S5), services (as such term is defined in CMC Section 323-1-S) and professional services (as such term is defined in CMC Section 323-1-P2). Accordingly, the Company shall use its best efforts and take affirmative steps to achieve the City's goal of voluntarily meeting thirty percent (30%) SBE participation. A list of SBEs may be obtained from the City's Department of Economic Inclusion. The Company may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. The Company shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:

(i) Including qualified SBEs on solicitation lists.

(ii) Assuring that SBEs are solicited whenever they are potential sources. The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.

(iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

(iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.

(v) Prior to the commencement of work under any subcontracts, the Company shall provide to the City a list of such subcontractors, including information as to the dollar amount of the subcontracts and such other information as may be requested by the City. The Company shall update the report monthly.

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

B. Remedies for Noncompliance with Small Business Enterprise Program. Failure of the Company or its contractors and subcontractors to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach SBE participation as set out in CMC Chapter 323 may be

[1] Note: this section will be revised prior to execution due to programmatic changes being implemented by the Department of Community and Economic Development as a result of recent legislation passed by City Council.

construed by the City as failure of the Company to use its best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this Section. The provisions of CMC Section 323-99 are hereby incorporated by reference into this Agreement.

Section 12. Jobs. The Company represents that, as of the date of the execution of this Agreement, the Company has no existing employment at the Property or in the State.

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 5 full-time permanent jobs and (ii) 10 full-time temporary construction jobs. In the case of the construction jobs, the job creation and retention period shall be concurrent with remodeling, and in the case of the other jobs described herein, the job creation period shall begin upon completion of remodeling and shall end three (3) years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) $300,000 of additional annual payroll with respect to the full-time permanent jobs, and (ii) $600,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

C. Community Reinvestment Area Employment. The Company shall (i) adopt hiring practices to ensure that at least twenty-five percent (25%) of the new employees shall be residents of the City of Cincinnati and (ii) give preference to residents of the City relative to residents of the State who do not reside in the City when hiring new employees under this Agreement.

D. Posting Available Employment Opportunities. To the extent allowable by law, the Company shall use its best efforts to post available employment opportunities within the Company's organization or the organization of any subcontractor working with the Company with the Ohio Means Jobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-746-7200.

Section 14. Equal Employment Opportunity. This Agreement is subject to the City's Equal Employment Opportunity Program contained in CMC Chapter 325. The Equal Employment Opportunity Clause in CMC Section 325-9 is incorporated by reference in this Agreement. The term "Company" is substituted for "Contractor" throughout CMC Section 325-9 in the context of this Agreement.

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

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement or the Funding Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30)

days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

Section 17. Annual Review and Report. As required by Ohio Revised Code Sections 3735.671(C)(7) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive Review Council (the "Annual Review and Report"). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.

Section 18. Revocation.

A. Generally. Pursuant to Ohio Revised Code Section 3735.68, the housing officer shall make annual inspections of the properties within the community reinvestment area upon which are located structures or remodeling for which an exemption has been granted under Ohio Revised Code Section 3735.67. If the housing officer finds that the property has not been properly maintained or repaired due to the neglect of the Company, the housing officer may revoke the exemption at any time after the first year of exemption. If the Company has materially failed to fulfill its obligations under this Agreement, or if the owner is determined to have violated division (E) of that section (see Section 18(B) of this Agreement), City Council, subject to the terms of the agreement, may revoke the exemption at any time after the first year of exemption. The housing officer or City Council shall notify the county auditor and the Company that the tax exemption no longer applies. If the housing officer or legislative authority revokes a tax exemption, the housing officer shall send a report of the revocation to the community reinvestment area housing council and to the tax incentive review council established pursuant to section 3735.69 or 5709.85 of the Revised Code, containing a statement of the findings as to the maintenance and repair of the property, failure to fulfill obligations under the written agreement, or violation of division (E) of Ohio Revised Code Section 3735.671, and the reason for revoking the exemption.

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

Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company

has knowingly made a false statement to the State or the City to obtain approval for this Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within thirty (30) days of written demand) and the Company shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Ohio Revised Code Section 9.66(C)(1). Amounts due and not paid under this Section 19 shall bear interest at the rate of twelve percent (12%) per year. Any person who provides a false statement to secure economic development assistance (as defined in Ohio Revised Code Section 9.66) may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars ($1,000) and/or a term of imprisonment of not more than six (6) months.

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

Section 20. Conflict of Interest. The Company covenants that, to the Company's knowledge, no employee of the City has any personal interest, direct or indirect, in any matters pertaining to the Project, and the Company agrees to take appropriate steps to prevent any employee of the City from obtaining any such interest throughout the term of this Agreement.

Section 21. Annual Fee. As authorized by Ohio Revised Code Section 3735.671(D), the Company shall pay an annual fee of Five Hundred Dollars ($500) or one percent (1%) of the annual taxes exempted under this Agreement, whichever is greater, but not to exceed Two Thousand, Five Hundred Dollars ($2,500) per annum. This fee is due with submission of the information for Annual Review and Report by March 1 of each year.

Section 22. Discontinued Operations. As provided in Ohio Revised Code Section 3735.671(E), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in Section 1 hereof, then the Company, its successors, and any related member shall not enter into an agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

Section 23. Notices. Unless otherwise specified herein, each party shall address written notices, demands and communications in connection with this Agreement to the other party as follows (or to such other address as is communicated in accordance with this Section):

To the City:

City of Cincinnati
Attention: Director of the Department of Community and Economic Development
Centennial Plaza Two, Suite 700
805 Central Avenue
Cincinnati, Ohio 45202

To the Company:

60 East LLC
Attention: Michael Chewning, Partner
57 E. McMicken Ave.
Cincinnati, Ohio 45202

If the Company sends a notice to the City alleging that the City is in default under this Agreement, the Company shall simultaneously send a copy of such notice to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

Section 24. Acknowledgment of City Participation. The Company agrees to acknowledge the support of the City on construction signs, project and exhibition signage, and any publicity such as that appearing on the internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a Project partner, the Company shall use either the phrase "Project Assistance by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.

Section 25. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the City and the Company with respect to the subject matter herein, superseding any prior or contemporaneous agreement with respect thereto.

Section 26. Governing Law. This Agreement is entered into and is to be performed in the State. The City and the Company agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

Section 27. Waiver. The City's waiver of any breach by the Company of any provision of this Agreement shall not constitute or operate as a waiver by the City of any other breach of such provision or of any other provisions, nor shall any failure or delay by the City to enforce any provision hereof operate as a waiver of such provision or of any other provision.

Section 28. Severability. This Agreement shall be severable; if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

Section 29. Amendment. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

Section 30. Non-Assignment. As required by Ohio Revised Code Section 3735.671(C)(8), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement or VTICA in connection with the Property, the City shall not approve the assignment of this Agreement unless the assignee has assumed the Company's remaining obligations under the Board of Education Agreement and VTICA, as applicable. Failure to assign or otherwise perform the Company's obligations under the

Board of Education Agreement or VTICA upon transfer of the Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.

Section 31. Recording. At its election, the City may record this Agreement at the City's expense in the Hamilton County Recorder's Office.

Section 32. Legislative Action Required. As provided in Ohio Revised Code Section 3735.671(C)(10), the Company and the City acknowledge that this Agreement must be approved by formal action of the City Council of the City as a condition for this Agreement to take effect. Notwithstanding anything to the contrary herein, this Agreement shall take effect after the later of the date of such approval or the final date of execution of this Agreement by all parties.

Section 33. Additional Representations and Warranties of Company. The Company represents and warrants that (a) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its obligations hereunder; (b) no notices to, or consents, authorizations or approvals of, any person are required (other than any already given or obtained) for its due execution, delivery and performance of this Agreement; and (c) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Company.

Section 34. Certification as to Non-Debarment. The Company represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, the Company shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If the Company or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, the company shall be considered in default under this Agreement.

Section 35. Appeals. Pursuant to Ohio Revised Code Section 3735.70, a person aggrieved under the Statute or this Agreement may appeal to the community reinvestment area housing council, which shall have the authority to overrule any decision of a housing officer. Appeals may be taken from a decision of the council to the court of common pleas of the county where the area is located.

Section 36. Wage Enforcement.

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

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

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

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

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

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

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

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

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

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

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

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

CITY OF CINCINNATI,
an Ohio municipal corporation

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2021

Error! Reference source not found.,
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Authorized by resolution dated _____

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Property Address: 60 E. McMicken Avenue, Cincinnati, Ohio 45202

Auditor's Parcel ID: 094-0005-0297-00

Situated in the City of Cincinnati, County of Hamilton, and the State of Ohio located at 60-62 East McMicken Avenue and situated in the City of Cincinnati, County of Hamilton, and State of Ohio. Being all that part of Block 2 in a subdivision made by General James Finley, and James C. Ludlow and recorded in Book 40, Pages 420, 421, and 422, in the records of Hamilton County, Ohio; being the whole of Lot no. 10 and 7 feet off the west side of Lot No. 9 in said Block 2 as now subdivided by the Executors of James Finley, deceased, and recorded in Deed Book 70, page 133, of the records of said County, together with the improvements thereon which are known and designated as 60 and 62 East McMicken Avenue, in the City of Cincinnati, in said County and State.

Said Lot No. 10 and 7 feet off the west side of Lot No. 9 bounded and described as follows:

Beginning in the northeast corner of Hamilton Road (now McMicken Avenue) and a 12 foot alley; thence eastwardly along the north side of McMicken Avenue 37 feet; thence northwardly 120 feet to a 12 alley; thence westwardly along said alley 37 feet to a point in the first named alley; thence southwardly along said alley 120 feet to the place of beginning. Being the same premises conveyed to Henry Bonner by Donald Shabazz and Gloria E. Shabazz be deed recorded at Book 7369, page 2141, Official Records, Hamilton County Recorder's Office.

Exhibit B to CRA Agreement

APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

city of CINCINNATI
Interdepartment Correspondence Sheet

June 3, 2020

To: Mayor and Members of City Council 202102093

From: Paula Boggs Muething, City Manager

Subject: **CRA TAX EXEMPTION FOR BROADWAY SQUARE IV, LLC**

Attached is an Emergency Ordinance captioned as follows:

> **APPROVING AND AUTHORIZING** the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with Broadway Square IV, LLC, an affiliate of The Model Group, Inc., and the Port of Greater Cincinnati Development Authority, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 418-424 E. 12th Street, 555 E. 13th Street, and 1409 Main Street in the Over-the-Rhine neighborhood of Cincinnati, connection with the remodeling of the existing buildings into approximately 4,272 square feet of commercial retail and office space and approximately 15,539 square feet of residential space consisting of 31 residential units, at a total construction cost of approximately $5,178,022.

BACKGROUND/CURRENT CONDITIONS

Broadway Square IV is the $8.4 million fourth phase of The Model Group's $40 million Broadway Square master development plan in the Pendleton and Over-the-Rhine neighborhoods. Located at 418-424 E. 12th Street, 555 E. 13th Street, and 1409 Main Street, the scattered site, mixed-use project includes a gut rehab of six historic buildings and will yield 31 apartment units, with a mix of affordable and market-rate, and 4,272 square feet of street-level commercial space. This project is being funded through a combination of developer equity, traditional debt, state and federal historic tax credits, as well as new market tax credits. Additionally, in September 2020, the City awarded the project a loan of $400,000 in City Capital funds through DCED's 2020 Notice of Available Funding (NOFA).

DEVELOPER INFORMATION

Broadway Square IV, LLC is a limited liability corporation operated by The Model Group (TMG). TMG has developed more than $750 million in real estate, including

over 400 historic properties in Ohio. TMG has extensive experience in developing mixed-use, mixed-income projects, particularly in the Pendleton and Over-the-Rhine neighborhoods.

PROJECT DESCRIPTION

The scattered-site, mixed-use project consists of the full gut rehabilitation of four historic buildings as well as the rehabilitation of the ground floor commercial space of two additional historic buildings for the creation of 31 residential rental units and 4,272 square feet of commercial space. Of the 31 rental residential units, 20 will be maintained as affordable, with six (6) to be made affordable to households earning 60 percent of the Area Median Income (AMI) and fourteen (14) affordable to households earning 80 percent of the AMI. The remaining eleven will be market rate with monthly rents ranging between $850 and $1,050. The unit count by type is 15 studio and 16 one-bedroom units. Lead and asbestos remediation are required.

The total project cost is approximately $8.4 million with construction costs estimated to be approximately $5.2 million. In addition to the $400,000 City NOFA loan, Broadway Square IV will attract approximately $2 million in Federal New Market Tax Credits, $1.1 million in Federal Historic Tax Credit equity, $638,000 in State Historic Tax Credit equity, and $2.5 million in traditional debt.

The project will be done to National Parks Service Historic Guidelines and is targeting Enterprise Green Communities certification. Construction is anticipated to be completed in 13 months and is expected to create 107 temporary construction jobs with an annual payroll of $2.5 million. Following completion, the project will create 9 full time jobs with an annual payroll of $400,000 and 8 part time jobs with an annual payroll of $120,000.

Broadway Square IV achieves Plan Cincinnati's Live Goal 3 (pages 164-178) by providing a full spectrum of housing options and improving housing quality and affordability. Additionally, the project accomplishes Plan Cincinnati's Live Goal 2 (pages 156-163) of creating a more livable community by activating property that has long been vacant in both the Pendleton and Over-the-Rhine neighborhoods.

PROPOSED INCENTIVE

DCED is recommending a 15-year, net 52% CRA tax exemption based on the 15% VTICA contribution and financial underwriting.

Pursuant to the Commercial CRA policy established by City Council, this project is located in the Streetcar VTICA Area and is therefore subject to analysis based on project underwriting, VTICA contribution, and job creation to determine abatement terms. The project merits a 15-year net 52% CRA Tax Abatement based on the following criteria:

- Net 15% Streetcar VTICA contribution totals to $157,343
- Financial underwriting showed that the project was in need of direct monetary assistance via NOFA, and thus, also in need of an abatement.
- The Project will create 107 temporary construction jobs with a total payroll of $2.5 million, 9 permanent full-time jobs with a total annual payroll of $400,000, and 8 permanent part-time jobs with a total annual payroll of $120,000.
- Project provides a $2.56 return for every dollar of City investment.

SUMMARY	
Incentive Value	
Annual Net Abatement (Savings to Developer)	$36,364
Total Term Net Abatement (Savings to Developer)	**$545,457**
City's Portion of Property Taxes Forgone	**$135,379**
Public Benefit	
CPS PILOT	
Annual CPS Pilot	$23,077
Total Term CPS PILOT	**$346,155**
VTICA	
Annual VTICA	$10,490
Total Term VTICA PILOT	**$157,343**
Income Tax (Max)	**$189,150**
New Permanent Jobs	17
Total Public Benefit (CPS PILOT/VTICA PILOT/Income Tax)	**$692,649**
Total Public Benefit ROI	$1.27
City's ROI	$2.56

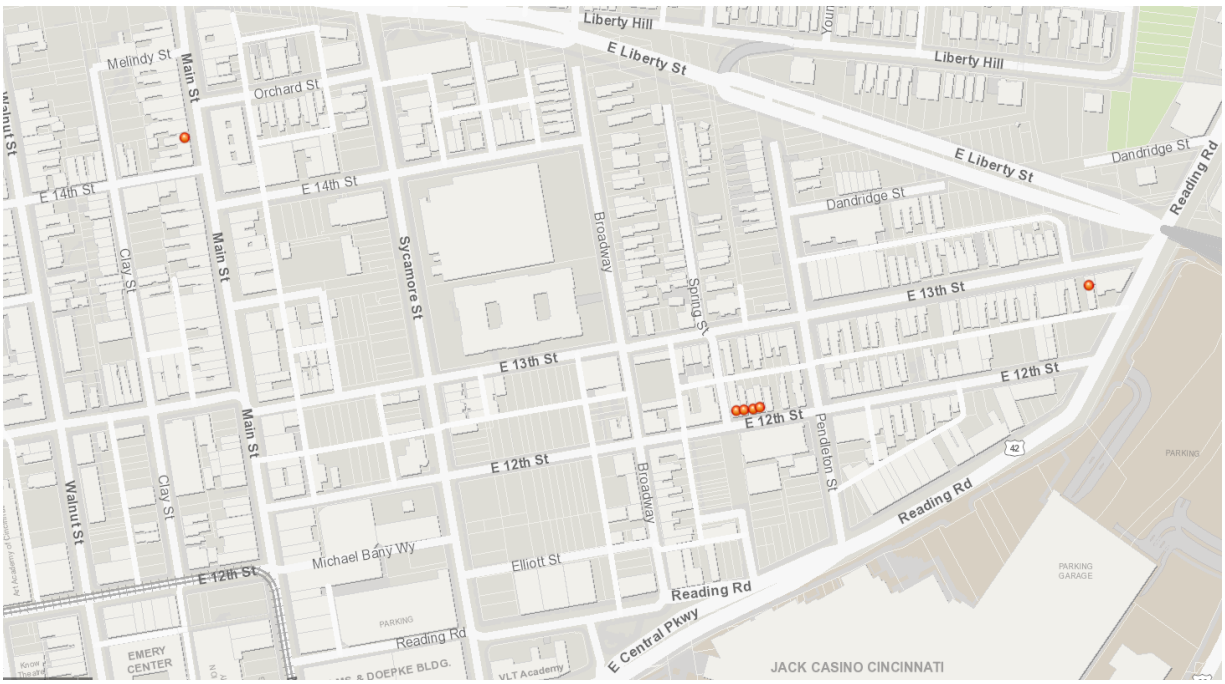
RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

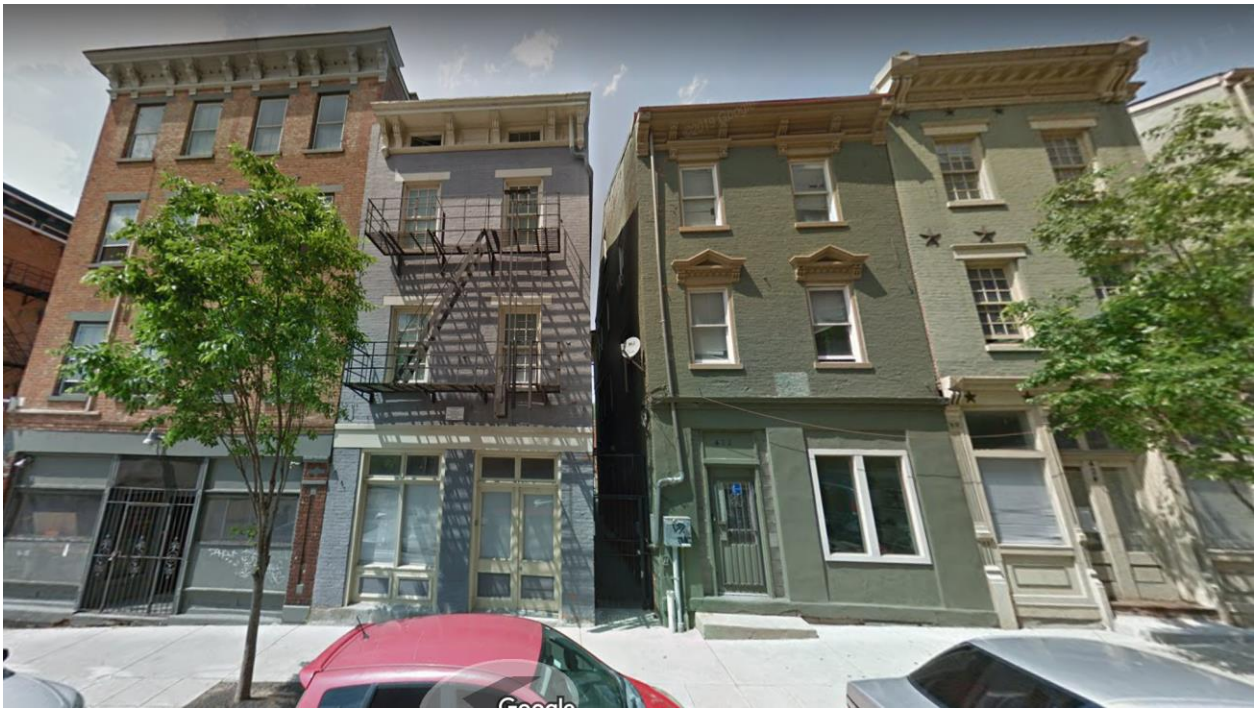
Attachment: A. Property location and photographs

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

Attachment A: Location and Photographs



Property Location



(left to right): 418, 420, 422, 424 E 12th Street

555 E 13th Street

1409 Main Street

EMERGENCY

City of Cincinnati

JML

BWG

An Ordinance No. _____ - 2021

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with Broadway Square IV, LLC, an affiliate of The Model Group, Inc., and the Port of Greater Cincinnati Development Authority, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 418-424 E. 12th Street, 555 E. 13th Street, and 1409 Main Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of the existing buildings into approximately 4,272 square feet of commercial retail and office space and approximately 15,539 square feet of residential space consisting of 31 residential units, at a total construction cost of approximately $5,178,022.

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

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

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

WHEREAS, Broadway Square IV, LLC (the "Company") desires to remodel the existing buildings into approximately 4,272 square feet of commercial retail and office space and approximately 15,539 square feet of residential space consisting of 31 residential units on real property at 418-424 E. 12th Street, 555 E. 13th Street, and 1409 Main Street located within the corporate boundaries of the City of Cincinnati (the "Improvements"), provided that the appropriate development incentives are available to support the economic viability of the Improvements; and

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

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

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

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

WHEREAS, the Company has represented that it has entered into (or will enter into) a voluntary tax incentive contribution agreement with a third-party organization for amounts equal to 15% of the exempt real property taxes, which funds shall be committed by the third-party organization to pay for streetcar operations that specially benefit the property; and

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

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

Section 1. That Council approves a *Community Reinvestment Area Tax Exemption Agreement* with Broadway Square IV, LLC and the Port of Greater Cincinnati Development Authority (the "Agreement"), thereby authorizing a 15-year tax exemption for 100% of the assessed value of improvements to be made to real property located at 418-424 E. 12th Street, 555 E. 13th Street, and 1409 Main Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of the existing buildings into approximately 4,272 square feet of commercial retail and office space and approximately 15,539 square feet of residential space consisting of 31 residential units, to be completed at a total construction cost of approximately $5,178,022.

Section 2. That Council authorizes the City Manager:

(i) to execute the Agreement on behalf of the City in substantially the form of Attachment A to this ordinance; and

(ii) to forward on behalf of Council a copy of the Agreement, within fifteen (15) days after execution, to the Director of the Ohio Development Services Agency in accordance with Ohio Revised Code Section 3735.671(F); and

(iii) to submit on behalf of Council annual reports on the Agreement to the Director of the Ohio Development Services Agency and to the Board of Education of the Cincinnati City School District, in accordance with Ohio Revised Code Section 3735.672; and

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

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

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

Attachment A to Ordinance

CRA Tax Exemption Agreement

SEE ATTACHED

Community Reinvestment Area Tax Exemption Agreement

This Community Reinvestment Area Tax Exemption Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), BROADWAY SQUARE IV, LLC, an Ohio limited liability company and an affiliate of The Model Group, Inc. (the "Company"), and the PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY, d/b/a THE PORT, an Ohio port authority (the "Owner").

Recitals:

A. The City and the Company are parties to a certain *Funding Agreement* dated _____ ____, 2021 (the "Funding Agreement"). Pursuant to the Funding Agreement, the City agreed to provide the Company with financial support for the Project (as defined below).

B. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").

C. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.

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

E. The Owner is the sole owner of certain real property within the City, located at 418-424 E. 12th Street, 555 E. 13th Street, and 1409 Main Street, Cincinnati, Ohio 45202 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.

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

G. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax

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

H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.

I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars ($1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars ($750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.

J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.

K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.

L. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").

M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").

N. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.

O. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.

P. City Council passed (i) Motion No. 201401368 on November 19, 2014, establishing a tax incentive policy that incentivizes each applicant for a real property tax abatement in the neighborhoods of Downtown and OTR to enter into a voluntary tax incentive contribution agreement with a third-party organization ("VTICA") for an amount equal to a percentage of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"), which funds shall be committed by a third-party organization to pay for streetcar operations that specially benefit the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been payable on the abated property but for the

City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.

Q. The Company acknowledges that Streetcar operations in the Central Business District and Over-the-Rhine will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.

R. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the VTICA Contribution each year for the full term of the abatement.

S. This Agreement has been authorized by Ordinance No. ____-2021, passed by Cincinnati City Council on _____, 2021.

T. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to remodel the existing buildings into approximately 4,272 square feet of commercial retail and office space and approximately 15,539 square feet of residential space consisting of 31 residential units on the Property (the "Improvements") at an estimated aggregate cost of $5,178,022 to commence after the execution of this Agreement and to be completed no later than February 1, 2023; *provided,* however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in their discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling shall be in compliance with applicable building code requirements and zoning regulations. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the

fullest extent authorized by the Statute, of one hundred percent (100%) of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of fifteen (15) years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling, (B) the cost of remodeling, (C) the facts asserted in the application for exemption and (D) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2023 nor extend beyond the earlier of (i) tax year 2037 or (ii) the end of the 15th year of exemption.

Section 3. Use; Maintenance; Inspections. The Company shall use the Property solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Property throughout the period of tax exemption authorized herein. The Company authorizes the Housing Officer, or the Housing Officer's designees, to enter upon the Property as reasonably required to perform property inspections in accordance with Ohio Revised Code Section 3735.68.

Section 4. Compliance with Board of Education Agreement. As a condition of the tax exemption authorized under this Agreement, the Company agrees to enter into and comply with its obligation under the Board of Education Agreement.

Section 5. Duty of Company to Pay Taxes. As required by Ohio Revised Code Section 3735.671(C)(2), the Company shall pay such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and continuing thereafter.

Section 6. Company Certifications Regarding Non-Delinquency of Tax Obligations. As required by Ohio Revised Code Section 3735.671(C)(3), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company

authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

Section 8. City Cooperation. As required by Ohio Revised Code Section 3735.671(C)(4), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. Continuation of Exemptions. As provided in Ohio Revised Code Section 3735.671(C)(5), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

Section 10. City Not Liable. The Company acknowledges that the exemption authorized in this Agreement is subject to approval and implementation by the appropriate state and/or county taxing authorities. The Company acknowledges that the City does not give any guarantee or assurance that the exemption approved in this Agreement will be so approved, and the Company agrees that in no event shall the Company seek to hold the City liable in any way in the event such exemption is not granted or implemented.

Section 11. Small Business Enterprise Program.

A. Compliance with Small Business Enterprise Program. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in Cincinnati Municipal Code ("CMC") Section 323-1-S, "SBEs"). Pursuant to CMC Section 323-11, the City's annual goal for SBE participation shall be thirty percent (30%) of the City's total dollars spent for construction (as such term is defined in CMC Section 323-1-C4), supplies (as such term is defined in CMC Section 323-1-S5), services (as such term is defined in CMC Section 323-1-S) and professional services (as such term is defined in CMC Section 323-1-P2). Accordingly, the Company shall use its best efforts and take affirmative steps to achieve the City's goal of voluntarily meeting thirty percent (30%) SBE participation. A list of SBEs may be obtained from the City's Department of Economic Inclusion. The Company may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. The Company shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:

(i) Including qualified SBEs on solicitation lists.

(ii) Assuring that SBEs are solicited whenever they are potential sources. The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.

(iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

(iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.

(v) Prior to the commencement of work under any subcontracts, the Company shall provide to the City a list of such subcontractors, including information as to the dollar amount of the subcontracts and such other information as may be requested by the City. The Company shall update the report monthly.

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

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

Section 12. Jobs. The Company represents that, as of the date of the execution of this Agreement, the Company has no existing employment at the Property or in the State.

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 9 full-time permanent jobs, (ii) 107 full-time temporary construction jobs, and (iii) 8 part-time permanent jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with remodeling.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) $400,000 of additional annual payroll with respect to the full-time permanent jobs, (ii) $2,500,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs, and (iii) $120,000 of additional annual payroll with respect to the part-time permanent jobs.

C. Community Reinvestment Area Employment. The Company shall (i) adopt hiring practices to ensure that at least twenty-five percent (25%) of the new employees shall be residents of the City of Cincinnati and (ii) give preference to residents of the City relative to residents of the State who do not reside in the City when hiring new employees under this Agreement.

D. Posting Available Employment Opportunities. To the extent allowable by law, the Company shall use its best efforts to post available employment opportunities within the Company's organization or the organization of any subcontractor working with the Company with the Ohio Means Jobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-746-7200.

Section 14. Equal Employment Opportunity. This Agreement is subject to the City's Equal Employment Opportunity Program contained in CMC Chapter 325. The Equal Employment Opportunity Clause in CMC Section 325-9 is incorporated by reference in this Agreement. The term "Company" is substituted for "Contractor" throughout CMC Section 325-9 in the context of this Agreement.

Section 15. Compliance with Immigration and Nationality Act. In the performance of its obligations under this Agreement, the Company agrees to comply with the provisions of the Immigration and Nationality Act codified at 8 U.S.C. §§ 1324a(a)(1)(A) and (a)(2). Any noncompliance with such provisions shall be solely determined by either the federal agencies authorized to enforce the Immigration

and Nationality Act or the U.S. Attorney General, in accordance with Executive Order 12989 of the U.S. President dated February 13, 1996, and as amended by Executive Order 13465 of the U.S. President dated June 6, 2008.

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement (including, without limitation, its obligation to comply with the Funding Agreement), or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

Section 17. Annual Review and Report. As required by Ohio Revised Code Sections 3735.671(C)(7) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive Review Council (the "Annual Review and Report"). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.

Section 18. Revocation.

A. Generally. Pursuant to Ohio Revised Code Section 3735.68, the housing officer shall make annual inspections of the properties within the community reinvestment area upon which are located structures or remodeling for which an exemption has been granted under Ohio Revised Code Section 3735.67. If the housing officer finds that the property has not been properly maintained or repaired due to the neglect of the Company, the housing officer may revoke the exemption at any time after the first year of exemption. If the Company has materially failed to fulfill its obligations under this Agreement, or if the owner is determined to have violated division (E) of that section (see Section 18(B) of this Agreement), City Council, subject to the terms of the agreement, may revoke the exemption at any time after the first year of exemption. The housing officer or City Council shall notify the county auditor and the Company that the tax exemption no longer applies. If the housing officer or legislative authority revokes a tax exemption, the housing officer shall send a report of the revocation to the community reinvestment area housing council and to the tax incentive review council established pursuant to section 3735.69 or 5709.85 of the Revised Code, containing a statement of the findings as to the maintenance and repair of the property, failure to fulfill obligations under the written

agreement, or violation of division (E) of Ohio Revised Code Section 3735.671, and the reason for revoking the exemption.

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

Section 19. False Statements; Penalties; Material Representations.

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

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

Section 20. Conflict of Interest. The Company covenants that, to the Company's knowledge, no employee of the City has any personal interest, direct or indirect, in any matters pertaining to the Project, and the Company agrees to take appropriate steps to prevent any employee of the City from obtaining any such interest throughout the term of this Agreement.

Section 21. Annual Fee. As authorized by Ohio Revised Code Section 3735.671(D), the Company shall pay an annual fee of Five Hundred Dollars ($500) or one percent (1%) of the annual taxes exempted under this Agreement, whichever is greater, but not to exceed Two Thousand, Five Hundred Dollars ($2,500) per annum. This fee is due with submission of the information for Annual Review and Report by March 1 of each year.

Section 22. Discontinued Operations. As provided in Ohio Revised Code Section 3735.671(E), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in Section 1 hereof, then the Company, its successors, and any related member shall not enter into an agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

Section 23. Notices. Unless otherwise specified herein, each party shall address written notices, demands and communications in connection with this Agreement to the other party as follows (or to such other address as is communicated in accordance with this Section):

To the City:

City of Cincinnati
Attention: Director of the Department of Community and Economic Development
Centennial Plaza Two, Suite 700
805 Central Avenue
Cincinnati, Ohio 45202

To the Company:

Broadway Square IV, LLC
1826 Race Street
Cincinnati, Ohio 45202
Attn: Jason Chamlee, Vice President

To Owner:

Port of Greater Cincinnati Development Authority
3 E. 4th Street, Unit 300
Cincinnati, Ohio 45202
Attn: [____]

If the Company sends a notice to the City alleging that the City is in default under this Agreement, the Company shall simultaneously send a copy of such notice to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, Ohio 45202.

Section 24. Acknowledgment of City Participation. The Company agrees to acknowledge the support of the City on construction signs, project and exhibition signage, and any publicity such as that appearing on the internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a Project partner, the Company shall use either the phrase "Project Assistance by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.

Section 25. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the City and the Company with respect to the subject matter herein, superseding any prior or contemporaneous agreement with respect thereto.

Section 26. Governing Law. This Agreement is entered into and is to be performed in the State. The City and the Company agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

Section 27. Waiver. The City's waiver of any breach by the Company of any provision of this Agreement shall not constitute or operate as a waiver by the City of any other breach of such provision or of any other provisions, nor shall any failure or delay by the City to enforce any provision hereof operate as a waiver of such provision or of any other provision.

Section 28. Severability. This Agreement shall be severable; if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

Section 29. Amendment. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

Section 30. Non-Assignment. As required by Ohio Revised Code Section 3735.671(C)(8), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement or VTICA in connection with the Property, the City shall not approve the assignment of this Agreement unless the assignee has assumed the Company's remaining obligations under the Board of Education Agreement and VTICA, as applicable. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement or VTICA upon transfer of the Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.

Section 31. Recording. At its election, the City may record this Agreement at the City's expense in the Hamilton County Recorder's Office.

Section 32. Legislative Action Required. As provided in Ohio Revised Code Section 3735.671(C)(10), the Company and the City acknowledge that this Agreement must be approved by formal action of the City Council of the City as a condition for this Agreement to take effect. Notwithstanding anything to the contrary herein, this Agreement shall take effect after the later of the date of such approval or the final date of execution of this Agreement by all parties.

Section 33. Additional Representations and Warranties of Company. The Company represents and warrants that (a) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its obligations hereunder; (b) no notices to, or consents, authorizations or approvals of, any person are required (other than any already given or obtained) for its due execution, delivery and performance of this Agreement; and (c) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Company.

Section 34. Certification as to Non-Debarment. The Company represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, the Company shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If the Company or any of its

principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, the company shall be considered in default under this Agreement.

Section 35. Appeals. Pursuant to Ohio Revised Code Section 3735.70, a person aggrieved under the Statute or this Agreement may appeal to the community reinvestment area housing council, which shall have the authority to overrule any decision of a housing officer. Appeals may be taken from a decision of the council to the court of common pleas of the county where the area is located.

Section 36. Wage Enforcement.

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

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

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

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

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

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

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

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

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

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

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

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

CITY OF CINCINNATI,
an Ohio municipal corporation

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2021

BROADWAY SQUARE IV, LLC,
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Authorized by resolution dated _____

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

PORT OF GREATER CINCINNATI
DEVELOPMENT AUTHORITY,
an Ohio port authority

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Authorized by resolution dated _____

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Address: 418 E. 12th Street
Parcel ID: 075-0003-0064-00

Situate in the City of Cincinnati, in the County of Hamilton and State of Ohio, and being known, numbered and designated as the whole of Lot 31 and the west 6 inches of Lot 30 of Joseph Ferneding's Subdivision as recorded in Deed Book 128, Page 592, Hamilton County, Ohio, Deed Records and beginning at a point on the northeast corner of East 12th Street and Spring Street; thence east on East 12th Street 25 ½ feet to the middle of a partition wall; thence north 88 ½ feet to Bodley Alley; thence west on said alley 25 ½ feet to Spring Street; thence south on Spring Street 88 ½ feet to the north line of East 12th Street and the place of beginning.

Address: 420 E. 12th Street
Parcel ID: 075-0003-0223-00[1]

Situated in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:
All that Lot Number 30 of Joseph Ferneding's Subdivision of Out Lots 6 & 7 recorded in Deed Book 128, Page 592, Recorder's Officer, Hamilton County, Ohio, except the west 6 inches thereof, fronting 19 ½ feet on the north side of Twelfth Street and extending back, same width, to Bodley Alley. The 2 feet off the east side of said Lot now used in common with the owners of Lot Number 29 as a gangway shall forever remain gangway, unless owners of Lots Number 29 and 30 shall otherwise agree, the owners of Lot Number 29 leaving 2 feet for the same purposes.

Address: 422 E. 12th Street
Parcel ID: 075-0003-0066-00

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and being all of Lot No. 29 of J. Ferneding's Subdivision of Outlots 6 and 7 on the North side of Abigail Street, now East Twelfth Street, a plat of which is recorded in Deed Book 128, Pages 592 and 593 of the Hamilton County, Ohio Records; Said Lot 29 fronts 20 feet on the North side of Abigail Street, now East Twelfth Street, and extends back Northwardly the same width in rear as in front, 88.5 feet, to a 10 foot alley.

[1] Legal description for just the first floor to be provided.

Address: 424 E. 12th Street
Parcel ID: 075-0003-0225-00[2]

Situated, lying and being in the City of Cincinnati, County of Hamilton, State of Ohio, and bounded and described as follows:

Being known, numbered and designated as Lot Number 28 in Ferneding's Subdivision of Lots between Woodward, Broadway and Pendleton Streets, and the Cincinnati, Lebanon and Springfield Turnpike, as per plat recorded in Deed Book 128, Page 592, Recorder's Office of Hamilton County, Ohio; said Lot being 20 feet in front on the northerly side of Abigail Street and extending back a depth of 88 feet 6 inches to an alley, and lying at the distance of 65 feet east of Spring Street.

Subject to all Easements and Restrictions of Record.

Address: 555 E. 13th Street
Parcel ID: 075-0003-0064-00

Situate in the City of Cincinnati, Hamilton County, Ohio: Beginning on the South side of Thirteenth Street at a point 675 feet East of Pendleton Street; Running thence East on the South side of Thirteenth Street 25 feet; Thence South at right angles to Thirteenth Street 85 feet to a ten foot alley; Thence West on said alley 25 feet; Thence North 85 feet to Thirteenth Street at the place of beginning.

Address: 1409 Main Street
Parcel ID: 080-0001-0180-00

Situated in the City of Cincinnati, County of Hamilton and State of Ohio, to-wit:

Commencing at a point on the West side of Main Street, 54 feet North of Allison Street (now Fourteenth Street); Running thence Northwardly on the West side of Main Street 24 feet 6 inches; Thence running westwardly on a line parallel with Allison Street 104 feet; Running thence Southwardly parallel with Main Street, 24 feet 6 inches; Running thence Eastwardly on a line parallel with Allison Street, 104 feet to the place of beginning on the West side of Main Street. Being a part of Outlot No. 29.

[2] Legal description for just the first floor to be provided.

Exhibit B to CRA Agreement

APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

Community Reinvestment Area Tax Exemption Agreement

This Community Reinvestment Area Tax Exemption Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), BROADWAY SQUARE IV, LLC, an Ohio limited liability company and an affiliate of The Model Group, Inc. (the "Company"), and the PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY, d/b/a THE PORT, an Ohio port authority (the "Owner").

Recitals:

A. The City and the Company are parties to a certain *Funding Agreement* dated _____ ____, 2021 (the "Funding Agreement"). Pursuant to the Funding Agreement, the City agreed to provide the Company with financial support for the Project (as defined below).

B. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").

C. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.

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

E. The Owner is the sole owner of certain real property within the City, located at 418-424 E. 12th Street, 555 E. 13th Street, and 1409 Main Street, Cincinnati, Ohio 45202 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.

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

G. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax

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

H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.

I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars ($1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars ($750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.

J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.

K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.

L. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").

M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").

N. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.

O. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.

P. City Council passed (i) Motion No. 201401368 on November 19, 2014, establishing a tax incentive policy that incentivizes each applicant for a real property tax abatement in the neighborhoods of Downtown and OTR to enter into a voluntary tax incentive contribution agreement with a third-party organization ("VTICA") for an amount equal to a percentage of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"), which funds shall be committed by a third-party organization to pay for streetcar operations that specially benefit the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been payable on the abated property but for the

City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.

Q. The Company acknowledges that Streetcar operations in the Central Business District and Over-the-Rhine will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.

R. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the VTICA Contribution each year for the full term of the abatement.

S. This Agreement has been authorized by Ordinance No. ____-2021, passed by Cincinnati City Council on _____, 2021.

T. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to remodel the existing buildings into approximately 4,272 square feet of commercial retail and office space and approximately 15,539 square feet of residential space consisting of 31 residential units on the Property (the "Improvements") at an estimated aggregate cost of $5,178,022 to commence after the execution of this Agreement and to be completed no later than February 1, 2023; *provided,* however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in their discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling shall be in compliance with applicable building code requirements and zoning regulations. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the

fullest extent authorized by the Statute, of one hundred percent (100%) of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of fifteen (15) years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling, (B) the cost of remodeling, (C) the facts asserted in the application for exemption and (D) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2023 nor extend beyond the earlier of (i) tax year 2037 or (ii) the end of the 15th year of exemption.

Section 3. Use; Maintenance; Inspections. The Company shall use the Property solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Property throughout the period of tax exemption authorized herein. The Company authorizes the Housing Officer, or the Housing Officer's designees, to enter upon the Property as reasonably required to perform property inspections in accordance with Ohio Revised Code Section 3735.68.

Section 4. Compliance with Board of Education Agreement. As a condition of the tax exemption authorized under this Agreement, the Company agrees to enter into and comply with its obligation under the Board of Education Agreement.

Section 5. Duty of Company to Pay Taxes. As required by Ohio Revised Code Section 3735.671(C)(2), the Company shall pay such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and continuing thereafter.

Section 6. Company Certifications Regarding Non-Delinquency of Tax Obligations. As required by Ohio Revised Code Section 3735.671(C)(3), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company

authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

Section 8. City Cooperation. As required by Ohio Revised Code Section 3735.671(C)(4), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. Continuation of Exemptions. As provided in Ohio Revised Code Section 3735.671(C)(5), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

Section 10. City Not Liable. The Company acknowledges that the exemption authorized in this Agreement is subject to approval and implementation by the appropriate state and/or county taxing authorities. The Company acknowledges that the City does not give any guarantee or assurance that the exemption approved in this Agreement will be so approved, and the Company agrees that in no event shall the Company seek to hold the City liable in any way in the event such exemption is not granted or implemented.

Section 11. Small Business Enterprise Program.

A. Compliance with Small Business Enterprise Program. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in Cincinnati Municipal Code ("CMC") Section 323-1-S, "SBEs"). Pursuant to CMC Section 323-11, the City's annual goal for SBE participation shall be thirty percent (30%) of the City's total dollars spent for construction (as such term is defined in CMC Section 323-1-C4), supplies (as such term is defined in CMC Section 323-1-S5), services (as such term is defined in CMC Section 323-1-S) and professional services (as such term is defined in CMC Section 323-1-P2). Accordingly, the Company shall use its best efforts and take affirmative steps to achieve the City's goal of voluntarily meeting thirty percent (30%) SBE participation. A list of SBEs may be obtained from the City's Department of Economic Inclusion. The Company may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. The Company shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:

(i) Including qualified SBEs on solicitation lists.

(ii) Assuring that SBEs are solicited whenever they are potential sources. The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.

(iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

(iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.

(v) Prior to the commencement of work under any subcontracts, the Company shall provide to the City a list of such subcontractors, including information as to the dollar amount of the subcontracts and such other information as may be requested by the City. The Company shall update the report monthly.

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

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

Section 12. Jobs. The Company represents that, as of the date of the execution of this Agreement, the Company has no existing employment at the Property or in the State.

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 9 full-time permanent jobs, (ii) 107 full-time temporary construction jobs, and (iii) 8 part-time permanent jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with remodeling.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) $400,000 of additional annual payroll with respect to the full-time permanent jobs, (ii) $2,500,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs, and (iii) $120,000 of additional annual payroll with respect to the part-time permanent jobs.

C. Community Reinvestment Area Employment. The Company shall (i) adopt hiring practices to ensure that at least twenty-five percent (25%) of the new employees shall be residents of the City of Cincinnati and (ii) give preference to residents of the City relative to residents of the State who do not reside in the City when hiring new employees under this Agreement.

D. Posting Available Employment Opportunities. To the extent allowable by law, the Company shall use its best efforts to post available employment opportunities within the Company's organization or the organization of any subcontractor working with the Company with the Ohio Means Jobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-746-7200.

Section 14. Equal Employment Opportunity. This Agreement is subject to the City's Equal Employment Opportunity Program contained in CMC Chapter 325. The Equal Employment Opportunity Clause in CMC Section 325-9 is incorporated by reference in this Agreement. The term "Company" is substituted for "Contractor" throughout CMC Section 325-9 in the context of this Agreement.

Section 15. Compliance with Immigration and Nationality Act. In the performance of its obligations under this Agreement, the Company agrees to comply with the provisions of the Immigration and Nationality Act codified at 8 U.S.C. §§ 1324a(a)(1)(A) and (a)(2). Any noncompliance with such provisions shall be solely determined by either the federal agencies authorized to enforce the Immigration

and Nationality Act or the U.S. Attorney General, in accordance with Executive Order 12989 of the U.S. President dated February 13, 1996, and as amended by Executive Order 13465 of the U.S. President dated June 6, 2008.

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement (including, without limitation, its obligation to comply with the Funding Agreement), or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

Section 17. Annual Review and Report. As required by Ohio Revised Code Sections 3735.671(C)(7) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive Review Council (the "Annual Review and Report"). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.

Section 18. Revocation.

A. Generally. Pursuant to Ohio Revised Code Section 3735.68, the housing officer shall make annual inspections of the properties within the community reinvestment area upon which are located structures or remodeling for which an exemption has been granted under Ohio Revised Code Section 3735.67. If the housing officer finds that the property has not been properly maintained or repaired due to the neglect of the Company, the housing officer may revoke the exemption at any time after the first year of exemption. If the Company has materially failed to fulfill its obligations under this Agreement, or if the owner is determined to have violated division (E) of that section (see Section 18(B) of this Agreement), City Council, subject to the terms of the agreement, may revoke the exemption at any time after the first year of exemption. The housing officer or City Council shall notify the county auditor and the Company that the tax exemption no longer applies. If the housing officer or legislative authority revokes a tax exemption, the housing officer shall send a report of the revocation to the community reinvestment area housing council and to the tax incentive review council established pursuant to section 3735.69 or 5709.85 of the Revised Code, containing a statement of the findings as to the maintenance and repair of the property, failure to fulfill obligations under the written

agreement, or violation of division (E) of Ohio Revised Code Section 3735.671, and the reason for revoking the exemption.

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

Section 19. False Statements; Penalties; Material Representations.

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

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

Section 20. Conflict of Interest. The Company covenants that, to the Company's knowledge, no employee of the City has any personal interest, direct or indirect, in any matters pertaining to the Project, and the Company agrees to take appropriate steps to prevent any employee of the City from obtaining any such interest throughout the term of this Agreement.

Section 21. Annual Fee. As authorized by Ohio Revised Code Section 3735.671(D), the Company shall pay an annual fee of Five Hundred Dollars ($500) or one percent (1%) of the annual taxes exempted under this Agreement, whichever is greater, but not to exceed Two Thousand, Five Hundred Dollars ($2,500) per annum. This fee is due with submission of the information for Annual Review and Report by March 1 of each year.

Section 22. Discontinued Operations. As provided in Ohio Revised Code Section 3735.671(E), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in Section 1 hereof, then the Company, its successors, and any related member shall not enter into an agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

Section 23. Notices. Unless otherwise specified herein, each party shall address written notices, demands and communications in connection with this Agreement to the other party as follows (or to such other address as is communicated in accordance with this Section):

To the City:

City of Cincinnati
Attention: Director of the Department of Community and Economic Development
Centennial Plaza Two, Suite 700
805 Central Avenue
Cincinnati, Ohio 45202

To the Company:

Broadway Square IV, LLC
1826 Race Street
Cincinnati, Ohio 45202
Attn: Jason Chamlee, Vice President

To Owner:

Port of Greater Cincinnati Development Authority
3 E. 4th Street, Unit 300
Cincinnati, Ohio 45202
Attn: [____]

If the Company sends a notice to the City alleging that the City is in default under this Agreement, the Company shall simultaneously send a copy of such notice to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, Ohio 45202.

Section 24. Acknowledgment of City Participation. The Company agrees to acknowledge the support of the City on construction signs, project and exhibition signage, and any publicity such as that appearing on the internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a Project partner, the Company shall use either the phrase "Project Assistance by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.

Section 25. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the City and the Company with respect to the subject matter herein, superseding any prior or contemporaneous agreement with respect thereto.

Section 26. Governing Law. This Agreement is entered into and is to be performed in the State. The City and the Company agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

Section 27. Waiver. The City's waiver of any breach by the Company of any provision of this Agreement shall not constitute or operate as a waiver by the City of any other breach of such provision or of any other provisions, nor shall any failure or delay by the City to enforce any provision hereof operate as a waiver of such provision or of any other provision.

Section 28. Severability. This Agreement shall be severable; if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

Section 29. Amendment. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

Section 30. Non-Assignment. As required by Ohio Revised Code Section 3735.671(C)(8), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement or VTICA in connection with the Property, the City shall not approve the assignment of this Agreement unless the assignee has assumed the Company's remaining obligations under the Board of Education Agreement and VTICA, as applicable. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement or VTICA upon transfer of the Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.

Section 31. Recording. At its election, the City may record this Agreement at the City's expense in the Hamilton County Recorder's Office.

Section 32. Legislative Action Required. As provided in Ohio Revised Code Section 3735.671(C)(10), the Company and the City acknowledge that this Agreement must be approved by formal action of the City Council of the City as a condition for this Agreement to take effect. Notwithstanding anything to the contrary herein, this Agreement shall take effect after the later of the date of such approval or the final date of execution of this Agreement by all parties.

Section 33. Additional Representations and Warranties of Company. The Company represents and warrants that (a) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its obligations hereunder; (b) no notices to, or consents, authorizations or approvals of, any person are required (other than any already given or obtained) for its due execution, delivery and performance of this Agreement; and (c) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Company.

Section 34. Certification as to Non-Debarment. The Company represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, the Company shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If the Company or any of its

principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, the company shall be considered in default under this Agreement.

Section 35. Appeals. Pursuant to Ohio Revised Code Section 3735.70, a person aggrieved under the Statute or this Agreement may appeal to the community reinvestment area housing council, which shall have the authority to overrule any decision of a housing officer. Appeals may be taken from a decision of the council to the court of common pleas of the county where the area is located.

Section 36. Wage Enforcement.

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

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

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

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

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

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

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

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

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

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

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

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

CITY OF CINCINNATI,
an Ohio municipal corporation

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2021

BROADWAY SQUARE IV, LLC,
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Authorized by resolution dated _____

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

PORT OF GREATER CINCINNATI
DEVELOPMENT AUTHORITY,
an Ohio port authority

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Authorized by resolution dated _____

{00337950-3}

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Address: 418 E. 12th Street
Parcel ID: 075-0003-0064-00

Situate in the City of Cincinnati, in the County of Hamilton and State of Ohio, and being known, numbered and designated as the whole of Lot 31 and the west 6 inches of Lot 30 of Joseph Ferneding's Subdivision as recorded in Deed Book 128, Page 592, Hamilton County, Ohio, Deed Records and beginning at a point on the northeast corner of East 12th Street and Spring Street; thence east on East 12th Street 25 ½ feet to the middle of a partition wall; thence north 88 ½ feet to Bodley Alley; thence west on said alley 25 ½ feet to Spring Street; thence south on Spring Street 88 ½ feet to the north line of East 12th Street and the place of beginning.

Address: 420 E. 12th Street
Parcel ID: 075-0003-0223-00[1]

Situated in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:
All that Lot Number 30 of Joseph Ferneding's Subdivision of Out Lots 6 & 7 recorded in Deed Book 128, Page 592, Recorder's Officer, Hamilton County, Ohio, except the west 6 inches thereof, fronting 19 ½ feet on the north side of Twelfth Street and extending back, same width, to Bodley Alley. The 2 feet off the east side of said Lot now used in common with the owners of Lot Number 29 as a gangway shall forever remain gangway, unless owners of Lots Number 29 and 30 shall otherwise agree, the owners of Lot Number 29 leaving 2 feet for the same purposes.

Address: 422 E. 12th Street
Parcel ID: 075-0003-0066-00

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and being all of Lot No. 29 of J. Ferneding's Subdivision of Outlots 6 and 7 on the North side of Abigail Street, now East Twelfth Street, a plat of which is recorded in Deed Book 128, Pages 592 and 593 of the Hamilton County, Ohio Records; Said Lot 29 fronts 20 feet on the North side of Abigail Street, now East Twelfth Street, and extends back Northwardly the same width in rear as in front, 88.5 feet, to a 10 foot alley.

[1] Legal description for just the first floor to be provided.

Address: 424 E. 12th Street
Parcel ID: 075-0003-0225-00[2]

Situated, lying and being in the City of Cincinnati, County of Hamilton, State of Ohio, and bounded and described as follows:

Being known, numbered and designated as Lot Number 28 in Ferneding's Subdivision of Lots between Woodward, Broadway and Pendleton Streets, and the Cincinnati, Lebanon and Springfield Turnpike, as per plat recorded in Deed Book 128, Page 592, Recorder's Office of Hamilton County, Ohio; said Lot being 20 feet in front on the northerly side of Abigail Street and extending back a depth of 88 feet 6 inches to an alley, and lying at the distance of 65 feet east of Spring Street.

Subject to all Easements and Restrictions of Record.

Address: 555 E. 13th Street
Parcel ID: 075-0003-0064-00

Situate in the City of Cincinnati, Hamilton County, Ohio: Beginning on the South side of Thirteenth Street at a point 675 feet East of Pendleton Street; Running thence East on the South side of Thirteenth Street 25 feet; Thence South at right angles to Thirteenth Street 85 feet to a ten foot alley; Thence West on said alley 25 feet; Thence North 85 feet to Thirteenth Street at the place of beginning.

Address: 1409 Main Street
Parcel ID: 080-0001-0180-00

Situated in the City of Cincinnati, County of Hamilton and State of Ohio, to-wit:

Commencing at a point on the West side of Main Street, 54 feet North of Allison Street (now Fourteenth Street); Running thence Northwardly on the West side of Main Street 24 feet 6 inches; Thence running westwardly on a line parallel with Allison Street 104 feet; Running thence Southwardly parallel with Main Street, 24 feet 6 inches; Running thence Eastwardly on a line parallel with Allison Street, 104 feet to the place of beginning on the West side of Main Street. Being a part of Outlot No. 29.

[2] Legal description for just the first floor to be provided.

Exhibit B to CRA Agreement

APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

city of CINCINNATI
Interdepartment Correspondence Sheet

June 3, 2021

To: Mayor and Members of City Council 202102094

From: Paula Boggs Muething, City Manager

Subject: **CRA TAX EXEMPTION AGREEMENT FOR 1623 PLEASANT STREET, LLC**

Attached is an Emergency Ordinance captioned as follows:

> **APPROVING AND AUTHORIZING** the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with 1623 Pleasant Street, LLC, thereby authorizing an 8-year tax exemption for 100% of the value of improvements made to real property located at 1623 Pleasant Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of the existing building to create approximately 3,530 square feet of residential space consisting of 8 residential units, at a total construction cost of approximately $602,544.

BACKGROUND/CURRENT CONDITIONS

1623 Pleasant Street, LLC owns and intends to renovate and build an addition to the residential property located at 1623 Pleasant Street in the Over-the-Rhine neighborhood, just north of Liberty Street, between Elm and Race Streets. The property has long been vacant and is a former City-owned property. DCED solicited an RFP for the sale of the property in June 2019 and recommended to award the property to Kunst Development for the appraised market value of $59,500. City Council approved the sale of this property on September 2, 2020 through Ordinance 290-2020. The project was recently approved at the Historic Conservation Board meeting on May 17, 2021. Kunst has now completed their pre-construction due diligence and is ready commence their renovation of the building into eight (8) market-rate affordable one-bedroom apartments.

DEVELOPER INFORMATION

1623 Pleasant Street LLC is a limited liability corporation operated by Kunst Development, a property developer and general contractor owned by John Blatchford. Kunst has development experience in the Over-the-Rhine Historic District and extensive knowledge of historic tax credits. The developer has successfully completed several similar historic rehab projects in Over-the-Rhine, including 205 W. McMicken, 207 W. McMicken, and 1667 Hamer Street.

PROJECT DESCRIPTION

The developer is proposing a gut renovation and small addition to the four-story, 3530 sq foot historic property located at 1623 Pleasant Street to include eight (8) market-rate one-bedroom, one-bathroom residential rental units. Rents will range between $920-$980 per month making them naturally affordable to households around 60% AMI. The project was awarded state and federal historic tax credits and renovations will be done with preservation in mind, repairing and restoring historic woodwork, doors, windows, layout, and masonry. A small addition will be added to the rear of the building to add an additional bedroom to floors 2-4. Total project cost is estimated to be $803,653, with construction cost estimated to be $602,544. The project is estimated to take twenty-four months to complete and will support the creation of 18 temporary construction jobs with a total payroll of $500,000. One new permanent part time job will be created with an estimated annual payroll of $18,000.

This project achieves Plan Cincinnati's Live Goal 3 (pages 164-178) by providing a full spectrum of housing options and improving housing quality and affordability. Additionally, the project accomplishes Plan Cincinnati's Live Goal 2 (pages 156-163) of creating a more livable community by activating property that has long been vacant in the northern portion of the Over-the-Rhine neighborhood. The project has not received any neighborhood opposition and received approval by the Historic Conservation Board on May 17, 2021. The developer is looking to commence construction this summer.

PROPOSED INCENTIVE

DCED is recommending an eight-year net 52% CRA tax exemption. The exemption applies only to the increase in improvement value attributed to the construction.

Pursuant to the Commercial CRA policy established by City Council, this project is located in the Streetcar VTICA Area and is therefore subject to analysis based on project underwriting, VTICA contribution, and job creation to determine abatement terms. The project merits an eight-year net 52% CRA Tax Abatement based on the following criteria:

- Net 15% Streetcar VTICA contribution totals to $9,765
- Project will create 18 temporary construction jobs will a total payroll of $250,000
- Project provides a $2.54 return for every dollar of City investment

SUMMARY	
Incentive Value	
Annual Net Abatement (Savings to Developer)	$4,231
Total Term Net Abatement (Savings to Developer)	**$33,852**
City's Portion of Property Taxes Forgone	**$8,402**
Public Benefit	
CPS PILOT	
Annual CPS Pilot	$2,685
Total Term CPS PILOT	**$21,483**
VTICA	
Annual VTICA	$1,221
Total Term VTICA PILOT	**$9,765**
Income Tax (Max)	**$11,592**
New Permanent Jobs	0.5
Total Public Benefit (CPS PILOT/VTICA PILOT/Income Tax)	**$42,840**
Total Public Benefit ROI	$1.27
City's ROI	$2.54

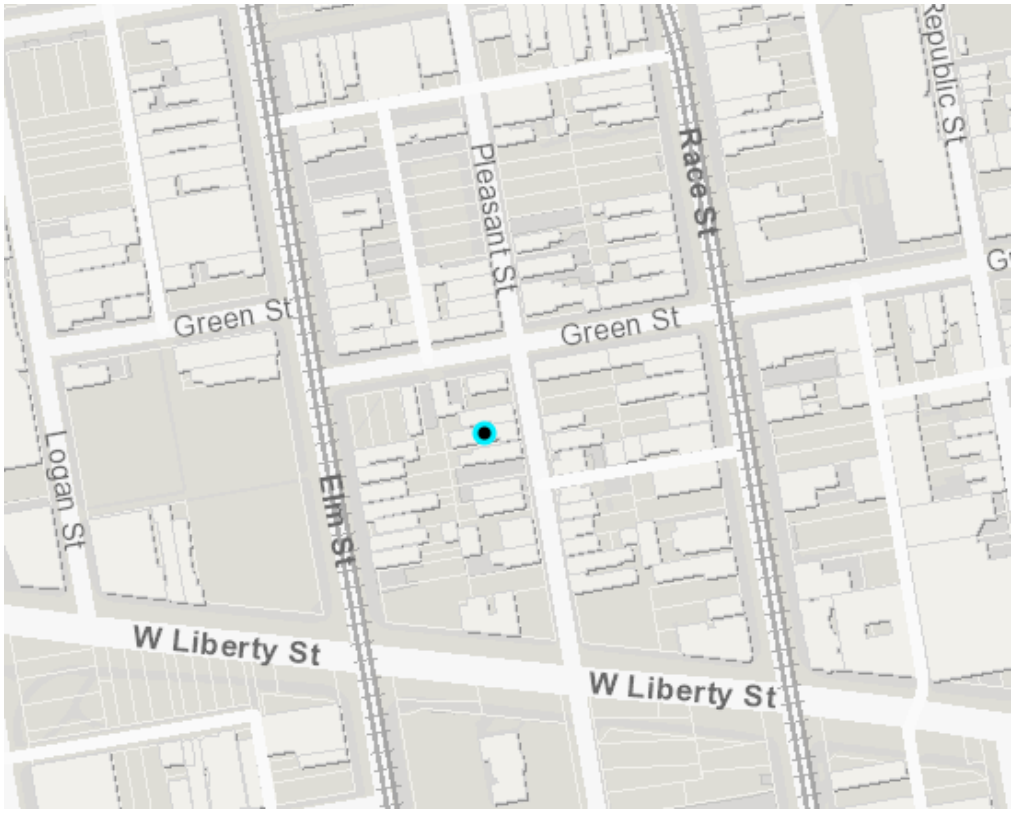
RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

Attachment: A. Property location and photographs

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

Attachment A: Location and Photographs



Property Location

1623 Pleasant Street

EMERGENCY

City of Cincinnati

JML

BWG

An Ordinance No. _____ - 2021

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with 1623 Pleasant Street, LLC, thereby authorizing an 8-year tax exemption for 100% of the value of improvements made to real property located at 1623 Pleasant Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of the existing building to create approximately 3,530 square feet of residential space consisting of 8 residential units, at a total construction cost of approximately $602,544.

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

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

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

WHEREAS, 1623 Pleasant Street, LLC (the "Company") desires to remodel the existing building to create approximately 3,530 square feet of residential space consisting of 8 residential units on real property at 1623 Pleasant Street located within the corporate boundaries of the City of Cincinnati (the "Improvements"), provided that the appropriate development incentives are available to support the economic viability of the Improvements; and

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

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

WHEREAS, the Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020 (as may be amended, the "Board of Education Agreement"), has approved exemptions of up to

100% of Community Reinvestment Area projects, waived advance notice and the right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects; and

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

WHEREAS, the Company has represented that it has entered into (or will enter into) a voluntary tax incentive contribution agreement with a third-party organization for amounts equal to 15% of the exempt real property taxes, which funds shall be committed by the third-party organization to pay for streetcar operations that specially benefit the property; and

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

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

Section 1. That Council approves a *Community Reinvestment Area Tax Exemption Agreement* with 1623 Pleasant Street, LLC (the "Agreement"), thereby authorizing an 8-year tax exemption for 100% of the assessed value of improvements to be made to real property located at 1623 Pleasant Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of the existing building to create approximately 3,530 square feet of residential space consisting of 8 residential units, to be completed at a total construction cost of approximately $602,544.

Section 2. That Council authorizes the City Manager:

(i) to execute the Agreement on behalf of the City in substantially the form of Attachment A to this ordinance; and

(ii) to forward on behalf of Council a copy of the Agreement, within fifteen (15) days after execution, to the Director of the Ohio Development Services Agency in accordance with Ohio Revised Code Section 3735.671(F); and

(iii) to submit on behalf of Council annual reports on the Agreement to the Director of the Ohio Development Services Agency and to the Board of Education of the Cincinnati City School District, in accordance with Ohio Revised Code Section 3735.672; and

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

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

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

Attachment A to Ordinance

CRA Tax Exemption Agreement

SEE ATTACHED

Exhibit B to CRA Agreement

APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

Contract No. _____

Community Reinvestment Area Tax Exemption Agreement

This Community Reinvestment Area Tax Exemption Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), and 1623 PLEASANT STREET, LLC, an Ohio limited liability company (the "Company").

Recitals:

A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").

B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.

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

D. The Company is the sole owner of certain real property within the City, located at 1623 Pleasant Street, Cincinnati, Ohio 45202 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.

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

F. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.

G. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.

H. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars ($1,250) made payable to

the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars ($750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.

I. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.

J. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.

K. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").

L. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").

M. The Company represents that within the past five (5) years neither the Company, nor any related member of the Company nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.

N. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.

O. City Council passed (i) Motion No. 201401368 on November 19, 2014, establishing a tax incentive policy that incentivizes each applicant for a real property tax abatement in the neighborhoods of Downtown and OTR to enter into a voluntary tax incentive contribution agreement with a third-party organization ("VTICA") for an amount equal to a percentage of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"), which funds shall be committed by a third-party organization to pay for streetcar operations that specially benefit the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.

P. The Company acknowledges that Streetcar operations in the Central Business District and Over-the-Rhine will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.

Q. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the VTICA Contribution each year for the full term of the abatement.

R. This Agreement has been authorized by Ordinance No. _____-2021, passed by Cincinnati City Council on _____, 2021.

S. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to remodel the existing building on the Property to create approximately 3,530 square feet of residential space consisting of eight (8) residential units (the "Improvements") at an estimated aggregate cost of $602,544 to commence after the execution of this Agreement and to be completed no later than June 30, 2023 *provided,* however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling shall be in compliance with applicable building code requirements and zoning regulations. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of one hundred percent (100%) of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of eight (8) years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling, (B) the cost of remodeling, (C) the facts asserted in the application for exemption and (D) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the

necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2023 nor extend beyond the earlier of (i) tax year 2030 or (ii) the end of the eighth (8th) year of exemption.

Section 3. Use; Maintenance; Inspections. The Company shall use the Property solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Property throughout the period of tax exemption authorized herein. The Company authorizes the Housing Officer, or the Housing Officer's designees, to enter upon the Property as reasonably required to perform property inspections in accordance with Ohio Revised Code Section 3735.68.

Section 4. Compliance with Board of Education Agreement. As a condition of the tax exemption authorized under this Agreement, the Company agrees to enter into and comply with its obligation under the Board of Education Agreement.

Section 5. Duty of Company to Pay Taxes. As required by Ohio Revised Code Section 3735.671(C)(2), the Company shall pay such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and continuing thereafter.

Section 6. Company Certifications Regarding Non-Delinquency of Tax Obligations. As required by Ohio Revised Code Section 3735.671(C)(3), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

Section 8. City Cooperation. As required by Ohio Revised Code Section 3735.671(C)(4), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. Continuation of Exemptions. As provided in Ohio Revised Code Section 3735.671(C)(5), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

Section 10. City Not Liable. The Company acknowledges that the exemption authorized in this Agreement is subject to approval and implementation by the appropriate state and/or county taxing authorities. The Company acknowledges that the City does not give any guarantee or assurance that the exemption approved in this Agreement will be so approved, and the Company agrees that in no event shall the Company seek to hold the City liable in any way in the event such exemption is not granted or implemented.

Section 11. Small Business Enterprise Program. [1]

A. Compliance with Small Business Enterprise Program. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in Cincinnati Municipal Code ("CMC") Section 323-1-S, "SBEs"). Pursuant to CMC Section 323-11, the City's annual goal for SBE participation shall be thirty percent (30%) of the City's total dollars spent for construction (as such term is defined in CMC Section 323-1-C4), supplies (as such term is defined in CMC Section 323-1-S5), services (as such term is defined in CMC Section 323-1-S) and professional services (as such term is defined in CMC Section 323-1-P2). Accordingly, the Company shall use its best efforts and take affirmative steps to achieve the City's goal of voluntarily meeting thirty percent (30%) SBE participation. A list of SBEs may be obtained from the City's Department of Economic Inclusion. The Company may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. The Company shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:

(i) Including qualified SBEs on solicitation lists.

(ii) Assuring that SBEs are solicited whenever they are potential sources. The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.

(iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

(iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.

(v) Prior to the commencement of work under any subcontracts, the Company shall provide to the City a list of such subcontractors, including information as to the dollar amount of the subcontracts and such other information as may be requested by the City. The Company shall update the report monthly.

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

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

[1] Note: this section will be revised prior to execution due to programmatic changes being implemented by the Department of Community and Economic Development as a result of recent legislation passed by City Council.

enforce specific performance of the terms of this Section. The provisions of CMC Section 323-99 are hereby incorporated by reference into this Agreement.

Section 12. Jobs. The Company represents that, as of the date of the execution of this Agreement, the Company has no existing employment at the Property or in the State.

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 0.5 full-time permanent jobs and (ii) 18 part-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with remodeling, and in the case of the other jobs described herein, the job creation period shall begin upon completion of remodeling and shall end three (3) years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) $18,000 of additional annual payroll with respect to the full-time permanent jobs, and (ii) $250,000 of additional annual payroll prior to the completion of the Project with respect to the part-time temporary construction jobs.

C. Community Reinvestment Area Employment. The Company shall (i) adopt hiring practices to ensure that at least twenty-five percent (25%) of the new employees shall be residents of the City of Cincinnati and (ii) give preference to residents of the City relative to residents of the State who do not reside in the City when hiring new employees under this Agreement.

D. Posting Available Employment Opportunities. To the extent allowable by law, the Company shall use its best efforts to post available employment opportunities within the Company's organization or the organization of any subcontractor working with the Company with the Ohio Means Jobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-746-7200.

Section 14. Equal Employment Opportunity. This Agreement is subject to the City's Equal Employment Opportunity Program contained in CMC Chapter 325. The Equal Employment Opportunity Clause in CMC Section 325-9 is incorporated by reference in this Agreement. The term "Company" is substituted for "Contractor" throughout CMC Section 325-9 in the context of this Agreement.

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

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may

extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

Section 17. Annual Review and Report. As required by Ohio Revised Code Sections 3735.671(C)(7) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive Review Council (the "Annual Review and Report"). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.

Section 18. Revocation.

A. Generally. Pursuant to Ohio Revised Code Section 3735.68, the housing officer shall make annual inspections of the properties within the community reinvestment area upon which are located structures or remodeling for which an exemption has been granted under Ohio Revised Code Section 3735.67. If the housing officer finds that the property has not been properly maintained or repaired due to the neglect of the Company, the housing officer may revoke the exemption at any time after the first year of exemption. If the Company has materially failed to fulfill its obligations under this Agreement, or if the owner is determined to have violated division (E) of that section (see Section 18(B) of this Agreement), City Council, subject to the terms of the agreement, may revoke the exemption at any time after the first year of exemption. The housing officer or City Council shall notify the county auditor and the Company that the tax exemption no longer applies. If the housing officer or legislative authority revokes a tax exemption, the housing officer shall send a report of the revocation to the community reinvestment area housing council and to the tax incentive review council established pursuant to section 3735.69 or 5709.85 of the Revised Code, containing a statement of the findings as to the maintenance and repair of the property, failure to fulfill obligations under the written agreement, or violation of division (E) of Ohio Revised Code Section 3735.671, and the reason for revoking the exemption.

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

Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this

Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within thirty (30) days of written demand) and the Company shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Ohio Revised Code Section 9.66(C)(1). Amounts due and not paid under this Section 19 shall bear interest at the rate of twelve percent (12%) per year. Any person who provides a false statement to secure economic development assistance (as defined in Ohio Revised Code Section 9.66) may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars ($1,000) and/or a term of imprisonment of not more than six (6) months.

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

Section 20. Conflict of Interest. The Company covenants that, to the Company's knowledge, no employee of the City has any personal interest, direct or indirect, in any matters pertaining to the Project, and the Company agrees to take appropriate steps to prevent any employee of the City from obtaining any such interest throughout the term of this Agreement.

Section 21. Annual Fee. As authorized by Ohio Revised Code Section 3735.671(D), the Company shall pay an annual fee of Five Hundred Dollars ($500) or one percent (1%) of the annual taxes exempted under this Agreement, whichever is greater, but not to exceed Two Thousand, Five Hundred Dollars ($2,500) per annum. This fee is due with submission of the information for Annual Review and Report by March 1 of each year.

Section 22. Discontinued Operations. As provided in Ohio Revised Code Section 3735.671(E), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in Section 1 hereof, then the Company, its successors, and any related member shall not enter into an agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

Section 23. Notices. Unless otherwise specified herein, each party shall address written notices, demands and communications in connection with this Agreement to the other party as follows (or to such other address as is communicated in accordance with this Section):

To the City:

City of Cincinnati
Attention: Director of the Department of Community and Economic Development
Centennial Plaza Two, Suite 700
805 Central Avenue
Cincinnati, Ohio 45202

To the Company:

1623 Pleasant Street, LLC
Attention: John Blatchford
207 W. McMicken Ave.
Cincinnati, Ohio 45214

If the Company sends a notice to the City alleging that the City is in default under this Agreement, the Company shall simultaneously send a copy of such notice to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

Section 24. Acknowledgment of City Participation. The Company agrees to acknowledge the support of the City on construction signs, project and exhibition signage, and any publicity such as that appearing on the internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a Project partner, the Company shall use either the phrase "Project Assistance by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.

Section 25. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the City and the Company with respect to the subject matter herein, superseding any prior or contemporaneous agreement with respect thereto.

Section 26. Governing Law. This Agreement is entered into and is to be performed in the State. The City and the Company agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

Section 27. Waiver. The City's waiver of any breach by the Company of any provision of this Agreement shall not constitute or operate as a waiver by the City of any other breach of such provision or of any other provisions, nor shall any failure or delay by the City to enforce any provision hereof operate as a waiver of such provision or of any other provision.

Section 28. Severability. This Agreement shall be severable; if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

Section 29. Amendment. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

Section 30. Non-Assignment. As required by Ohio Revised Code Section 3735.671(C)(8), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement or VTICA in connection with the Property, the City shall not approve the assignment of this Agreement unless the assignee has assumed the Company's remaining obligations under the Board of Education Agreement and VTICA, as applicable. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement or VTICA upon transfer of the Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.

Section 31. Recording. At its election, the City may record this Agreement at the City's expense in the Hamilton County Recorder's Office.

Section 32. Legislative Action Required. As provided in Ohio Revised Code Section 3735.671(C)(10), the Company and the City acknowledge that this Agreement must be approved by formal action of the City Council of the City as a condition for this Agreement to take effect. Notwithstanding anything to the contrary herein, this Agreement shall take effect after the later of the date of such approval or the final date of execution of this Agreement by all parties.

Section 33. Additional Representations and Warranties of Company. The Company represents and warrants that (a) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its obligations hereunder; (b) no notices to, or consents, authorizations or approvals of, any person are required (other than any already given or obtained) for its due execution, delivery and performance of this Agreement; and (c) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Company.

Section 34. Certification as to Non-Debarment. The Company represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, the Company shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If the Company or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, the company shall be considered in default under this Agreement.

Section 35. Appeals. Pursuant to Ohio Revised Code Section 3735.70, a person aggrieved under the Statute or this Agreement may appeal to the community reinvestment area housing council, which shall have the authority to overrule any decision of a housing officer. Appeals may be taken from a decision of the council to the court of common pleas of the county where the area is located.

Section 36. Wage Enforcement.

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

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

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

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

manager or his or her designee and, within 30 days of an Adverse Determination or Complaint of Wage Theft or Payroll Fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee.

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

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

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

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

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

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

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

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

CITY OF CINCINNATI,
an Ohio municipal corporation

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2021

Error! Reference source not found.,
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Authorized by resolution dated _____

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Auditor's Parcel No.: 0094-0008-0030
Property Address: 1623 Pleasant Street, Cincinnati, Ohio 45202

Situate in Section 13, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Beginning at a point in the west line of Pleasant Street, 60.13 feet south of the southwest corner of Pleasant Street and Green Street; thence South 16° east 20.05 feet along the west line of Pleasant Street; thence South 73° 51' west 85.00 feet; thence north 16° west 20.05 feet; thence north 73° 51' east 85.00 feet to the point of beginning.

Community Reinvestment Area Tax Exemption Agreement

This Community Reinvestment Area Tax Exemption Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), and 1623 PLEASANT STREET, LLC, an Ohio limited liability company (the "Company").

Recitals:

A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").

B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.

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

D. The Company is the sole owner of certain real property within the City, located at 1623 Pleasant Street, Cincinnati, Ohio 45202 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.

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

F. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.

G. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.

H. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars ($1,250) made payable to

the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars ($750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.

I. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.

J. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.

K. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").

L. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").

M. The Company represents that within the past five (5) years neither the Company, nor any related member of the Company nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.

N. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.

O. City Council passed (i) Motion No. 201401368 on November 19, 2014, establishing a tax incentive policy that incentivizes each applicant for a real property tax abatement in the neighborhoods of Downtown and OTR to enter into a voluntary tax incentive contribution agreement with a third-party organization ("VTICA") for an amount equal to a percentage of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"), which funds shall be committed by a third-party organization to pay for streetcar operations that specially benefit the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.

P. The Company acknowledges that Streetcar operations in the Central Business District and Over-the-Rhine will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.

Q. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the VTICA Contribution each year for the full term of the abatement.

R. This Agreement has been authorized by Ordinance No. _____-2021, passed by Cincinnati City Council on _____, 2021.

S. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to remodel the existing building on the Property to create approximately 3,530 square feet of residential space consisting of eight (8) residential units (the "Improvements") at an estimated aggregate cost of $602,544 to commence after the execution of this Agreement and to be completed no later than June 30, 2023 *provided,* however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling shall be in compliance with applicable building code requirements and zoning regulations. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of one hundred percent (100%) of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of eight (8) years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling, (B) the cost of remodeling, (C) the facts asserted in the application for exemption and (D) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the

necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2023 nor extend beyond the earlier of (i) tax year 2030 or (ii) the end of the eighth (8th) year of exemption.

Section 3. Use; Maintenance; Inspections. The Company shall use the Property solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Property throughout the period of tax exemption authorized herein. The Company authorizes the Housing Officer, or the Housing Officer's designees, to enter upon the Property as reasonably required to perform property inspections in accordance with Ohio Revised Code Section 3735.68.

Section 4. Compliance with Board of Education Agreement. As a condition of the tax exemption authorized under this Agreement, the Company agrees to enter into and comply with its obligation under the Board of Education Agreement.

Section 5. Duty of Company to Pay Taxes. As required by Ohio Revised Code Section 3735.671(C)(2), the Company shall pay such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and continuing thereafter.

Section 6. Company Certifications Regarding Non-Delinquency of Tax Obligations. As required by Ohio Revised Code Section 3735.671(C)(3), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

Section 8. City Cooperation. As required by Ohio Revised Code Section 3735.671(C)(4), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. Continuation of Exemptions. As provided in Ohio Revised Code Section 3735.671(C)(5), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

Section 10. City Not Liable. The Company acknowledges that the exemption authorized in this Agreement is subject to approval and implementation by the appropriate state and/or county taxing authorities. The Company acknowledges that the City does not give any guarantee or assurance that the exemption approved in this Agreement will be so approved, and the Company agrees that in no event shall the Company seek to hold the City liable in any way in the event such exemption is not granted or implemented.

Section 11. Small Business Enterprise Program. [1]

A. Compliance with Small Business Enterprise Program. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in Cincinnati Municipal Code ("CMC") Section 323-1-S, "SBEs"). Pursuant to CMC Section 323-11, the City's annual goal for SBE participation shall be thirty percent (30%) of the City's total dollars spent for construction (as such term is defined in CMC Section 323-1-C4), supplies (as such term is defined in CMC Section 323-1-S5), services (as such term is defined in CMC Section 323-1-S) and professional services (as such term is defined in CMC Section 323-1-P2). Accordingly, the Company shall use its best efforts and take affirmative steps to achieve the City's goal of voluntarily meeting thirty percent (30%) SBE participation. A list of SBEs may be obtained from the City's Department of Economic Inclusion. The Company may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. The Company shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:

(i) Including qualified SBEs on solicitation lists.

(ii) Assuring that SBEs are solicited whenever they are potential sources. The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.

(iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

(iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.

(v) Prior to the commencement of work under any subcontracts, the Company shall provide to the City a list of such subcontractors, including information as to the dollar amount of the subcontracts and such other information as may be requested by the City. The Company shall update the report monthly.

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

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

[1] Note: this section will be revised prior to execution due to programmatic changes being implemented by the Department of Community and Economic Development as a result of recent legislation passed by City Council.

enforce specific performance of the terms of this Section. The provisions of CMC Section 323-99 are hereby incorporated by reference into this Agreement.

Section 12. Jobs. The Company represents that, as of the date of the execution of this Agreement, the Company has no existing employment at the Property or in the State.

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 0.5 full-time permanent jobs and (ii) 18 part-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with remodeling, and in the case of the other jobs described herein, the job creation period shall begin upon completion of remodeling and shall end three (3) years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) $18,000 of additional annual payroll with respect to the full-time permanent jobs, and (ii) $250,000 of additional annual payroll prior to the completion of the Project with respect to the part-time temporary construction jobs.

C. Community Reinvestment Area Employment. The Company shall (i) adopt hiring practices to ensure that at least twenty-five percent (25%) of the new employees shall be residents of the City of Cincinnati and (ii) give preference to residents of the City relative to residents of the State who do not reside in the City when hiring new employees under this Agreement.

D. Posting Available Employment Opportunities. To the extent allowable by law, the Company shall use its best efforts to post available employment opportunities within the Company's organization or the organization of any subcontractor working with the Company with the Ohio Means Jobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-746-7200.

Section 14. Equal Employment Opportunity. This Agreement is subject to the City's Equal Employment Opportunity Program contained in CMC Chapter 325. The Equal Employment Opportunity Clause in CMC Section 325-9 is incorporated by reference in this Agreement. The term "Company" is substituted for "Contractor" throughout CMC Section 325-9 in the context of this Agreement.

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

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may

extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

Section 17. Annual Review and Report. As required by Ohio Revised Code Sections 3735.671(C)(7) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive Review Council (the "Annual Review and Report"). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.

Section 18. Revocation.

A. Generally. Pursuant to Ohio Revised Code Section 3735.68, the housing officer shall make annual inspections of the properties within the community reinvestment area upon which are located structures or remodeling for which an exemption has been granted under Ohio Revised Code Section 3735.67. If the housing officer finds that the property has not been properly maintained or repaired due to the neglect of the Company, the housing officer may revoke the exemption at any time after the first year of exemption. If the Company has materially failed to fulfill its obligations under this Agreement, or if the owner is determined to have violated division (E) of that section (see Section 18(B) of this Agreement), City Council, subject to the terms of the agreement, may revoke the exemption at any time after the first year of exemption. The housing officer or City Council shall notify the county auditor and the Company that the tax exemption no longer applies. If the housing officer or legislative authority revokes a tax exemption, the housing officer shall send a report of the revocation to the community reinvestment area housing council and to the tax incentive review council established pursuant to section 3735.69 or 5709.85 of the Revised Code, containing a statement of the findings as to the maintenance and repair of the property, failure to fulfill obligations under the written agreement, or violation of division (E) of Ohio Revised Code Section 3735.671, and the reason for revoking the exemption.

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

Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this

Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within thirty (30) days of written demand) and the Company shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Ohio Revised Code Section 9.66(C)(1). Amounts due and not paid under this Section 19 shall bear interest at the rate of twelve percent (12%) per year. Any person who provides a false statement to secure economic development assistance (as defined in Ohio Revised Code Section 9.66) may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars ($1,000) and/or a term of imprisonment of not more than six (6) months.

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

Section 20. Conflict of Interest. The Company covenants that, to the Company's knowledge, no employee of the City has any personal interest, direct or indirect, in any matters pertaining to the Project, and the Company agrees to take appropriate steps to prevent any employee of the City from obtaining any such interest throughout the term of this Agreement.

Section 21. Annual Fee. As authorized by Ohio Revised Code Section 3735.671(D), the Company shall pay an annual fee of Five Hundred Dollars ($500) or one percent (1%) of the annual taxes exempted under this Agreement, whichever is greater, but not to exceed Two Thousand, Five Hundred Dollars ($2,500) per annum. This fee is due with submission of the information for Annual Review and Report by March 1 of each year.

Section 22. Discontinued Operations. As provided in Ohio Revised Code Section 3735.671(E), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in Section 1 hereof, then the Company, its successors, and any related member shall not enter into an agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

Section 23. Notices. Unless otherwise specified herein, each party shall address written notices, demands and communications in connection with this Agreement to the other party as follows (or to such other address as is communicated in accordance with this Section):

To the City:

City of Cincinnati
Attention: Director of the Department of Community and Economic Development
Centennial Plaza Two, Suite 700
805 Central Avenue
Cincinnati, Ohio 45202

To the Company:

1623 Pleasant Street, LLC
Attention: John Blatchford
207 W. McMicken Ave.
Cincinnati, Ohio 45214

If the Company sends a notice to the City alleging that the City is in default under this Agreement, the Company shall simultaneously send a copy of such notice to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

Section 24. Acknowledgment of City Participation. The Company agrees to acknowledge the support of the City on construction signs, project and exhibition signage, and any publicity such as that appearing on the internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a Project partner, the Company shall use either the phrase "Project Assistance by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.

Section 25. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the City and the Company with respect to the subject matter herein, superseding any prior or contemporaneous agreement with respect thereto.

Section 26. Governing Law. This Agreement is entered into and is to be performed in the State. The City and the Company agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

Section 27. Waiver. The City's waiver of any breach by the Company of any provision of this Agreement shall not constitute or operate as a waiver by the City of any other breach of such provision or of any other provisions, nor shall any failure or delay by the City to enforce any provision hereof operate as a waiver of such provision or of any other provision.

Section 28. Severability. This Agreement shall be severable; if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

Section 29. Amendment. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

Section 30. Non-Assignment. As required by Ohio Revised Code Section 3735.671(C)(8), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement or VTICA in connection with the Property, the City shall not approve the assignment of this Agreement unless the assignee has assumed the Company's remaining obligations under the Board of Education Agreement and VTICA, as applicable. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement or VTICA upon transfer of the Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.

Section 31. Recording. At its election, the City may record this Agreement at the City's expense in the Hamilton County Recorder's Office.

Section 32. Legislative Action Required. As provided in Ohio Revised Code Section 3735.671(C)(10), the Company and the City acknowledge that this Agreement must be approved by formal action of the City Council of the City as a condition for this Agreement to take effect. Notwithstanding anything to the contrary herein, this Agreement shall take effect after the later of the date of such approval or the final date of execution of this Agreement by all parties.

Section 33. Additional Representations and Warranties of Company. The Company represents and warrants that (a) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its obligations hereunder; (b) no notices to, or consents, authorizations or approvals of, any person are required (other than any already given or obtained) for its due execution, delivery and performance of this Agreement; and (c) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Company.

Section 34. Certification as to Non-Debarment. The Company represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, the Company shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If the Company or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, the company shall be considered in default under this Agreement.

Section 35. Appeals. Pursuant to Ohio Revised Code Section 3735.70, a person aggrieved under the Statute or this Agreement may appeal to the community reinvestment area housing council, which shall have the authority to overrule any decision of a housing officer. Appeals may be taken from a decision of the council to the court of common pleas of the county where the area is located.

Section 36. Wage Enforcement.

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

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

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

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

manager or his or her designee and, within 30 days of an Adverse Determination or Complaint of Wage Theft or Payroll Fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee.

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

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

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

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

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

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

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

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

CITY OF CINCINNATI,
an Ohio municipal corporation

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2021

Error! Reference source not found.,
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Authorized by resolution dated _____

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Auditor's Parcel No.: 0094-0008-0030
Property Address: 1623 Pleasant Street, Cincinnati, Ohio 45202

Situate in Section 13, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Beginning at a point in the west line of Pleasant Street, 60.13 feet south of the southwest corner of Pleasant Street and Green Street; thence South 16° east 20.05 feet along the west line of Pleasant Street; thence South 73° 51' west 85.00 feet; thence north 16° west 20.05 feet; thence north 73° 51' east 85.00 feet to the point of beginning.

Exhibit B to CRA Agreement

APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

city of CINCINNATI
Interdepartment Correspondence Sheet

June 3, 2020

To: Mayor and Members of City Council 202102095

From: Paula Boggs Muething, City Manager

Subject: **LEED CRA TAX EXEMPTION FOR BLAIR LOFTS I, LTD**

Attached is an Emergency Ordinance captioned as follows:

> **APPROVING AND AUTHORIZING** the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with Blair Lofts I, LTD. and the Port of Greater Cincinnati Development Authority thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 3401 Reading Road and 609 Maple Avenue in the Avondale neighborhood of Cincinnati, in connection with the construction of a new building comprised of approximately 71,057 square feet of residential space, consisting of 64 rental units, which construction shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total construction cost of approximately $10,022,542.

BACKGROUND/CURRENT CONDITIONS

Blair Lofts I, LTD intends to purchase property from a partner entity and build a four-story, sixty-four (64) unit apartment building located at the corner of Blair Avenue and Reading Road. Specifically, the site is located at 3401 Reading Road in the Avondale neighborhood of Cincinnati. The site formally housed a Catholic Church that has since been demolished and sold to one development partner. In the Spring of 2020, the Development entity was awarded 9% Low-Income Housing Tax Credits (LIHTC) by the Ohio Housing Finance Agency (OHFA) to construct the building. Since then, the Development has been awarded HOME funding from the City of Cincinnati's Notice of Funding Availability (HOME) and a grant from Children's Hospital.

DEVELOPER INFORMATION

Blair Lofts I, LTD is a partnership between Fairfield Homes, Inc., Avondale Development Corporation, and Kingsley and Company. Fairfield Homes Inc. owns over 4,000 affordable housing units throughout the Midwest and brings a wealth of construction and property management experience to the project. Avondale Development Corporation is a non-profit community partner that has led residential and economic development initiatives in Avondale since 2011. Kingsley and Company is a minority-owned commercial real estate investment and development firm with over ten years of experience in the greater Cincinnati region.

PROJECT DESCRIPTION

Blair Lofts I project will consist of the new construction of a four-story, sixty-four (64) units apartment building in the Avondale neighborhood of Cincinnati. The building will be serviced by a single elevator and shall be certified to LEED-Silver standards. The sixty-four units will consist of twenty-two (22) one-bedroom apartments, thirty-one (31) two-bedroom apartments, and eleven (11) three-bedroom apartments. This unit mix will allow a full spectrum of small to large families to live together in quality affordable housing

All sixty-four (64) apartment units will be reserved for households earning between thirty percent (30%) and sixty percent (60%) of the area median income (AMI). Ten (10) units shall be reserved for 30% AMI households, and fifty-four (54) units will be reserved for households earning 60% AMI. At the 30% AMI income targets, monthly rents are projected at $344 for a one-bedroom, $405 for a two-bedroom, and $460 for a three-bedroom. At the 60% AMI income targets, monthly rents are projected at $775 for a one-bedroom, $925 for a two-bedroom, and $1,040 for a three-bedroom.

Total project cost is projected at $15.2 million, with construction cost at approximately $10 million. Blair Lofts I will attract $9.3 million in LIHTC equity, $4.7 Term Loan from Cedar Rapids Bank & Trust, $504,947 in Deferred Developer Fee, and a $100,000 grant from Children's Hospital.

Construction will be completed in 12 months and will support the creation of 300 temporary construction jobs with a total annual payroll of $5,000,000 and three (3) full-time permanent jobs with a total annual payroll of $120,000.

Pendleton III Apartments achieves Plan Cincinnati's Live Goal 3 (pages 164-178) by providing a full spectrum of housing options and improving housing quality and affordability.

PROPOSED INCENTIVE

DCED is recommending a 15-year, net 67% CRA tax exemption. The exemption applies only to the increase in improvement value attributed to the renovation.

Pursuant to the Commercial CRA policy established by City Council, this project was deemed undercapitalized. Therefore, the project is subject to financial gap analysis. The project merits a fifteen-year (15 years) next 67% CRA Tax Abatement based on the following criteria.

- Due to the deep affordability requirements set by LIHTC and the City awarded HOME funds.
- Without the CRA tax abatement, cash flow will be significantly reduced, and the project would not support the debt service required to complete the construction.

SUMMARY	
Forgone Public Benefit if Project Does not Proceed	
CPS PILOT (Forgone New Revenue)	($921,271)
VTICA (Forgone New Revenue)	$0
Income Tax (Forgone New Revenue)	($122,400)
Total Public Benefit Lost	($1,043,671)
Incentive Value	
Annual Net Incentive to Developer	$124,697
Total Term Incentive to Developer	**$1,870,460**
City's Portion of Property Taxes Forgone	**$360,304**
Public Benefit	
CPS PILOT	
Annual CPS Pilot	$61,418
Total Term CPS PILOT	**$921,271**
VTICA	
Annual VTICA	$0
Total Term VTICA	**$0**
Income Tax (Max)	**$122,400**
Total Public Benefit (CPS PILOT/VTICA /Income Tax)	**$1,043,671**
Total Public Benefit ROI	$0.56
City's ROI	$0.34

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

Attachment: A. Property location and photographs

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

Attachment A: Location and Photographs

Property Location

Property Rendering

EMERGENCY

City of Cincinnati

TJL BWG

An Ordinance No. _____ - 2021

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with Blair Lofts I, LTD. and the Port of Greater Cincinnati Development Authority thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 3401 Reading Road and 609 Maple Avenue in the Avondale neighborhood of Cincinnati, in connection with the construction of a new building comprised of approximately 71,057 square feet of residential space, consisting of 64 rental units, which construction shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total construction cost of approximately $10,022,542.

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

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

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

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

WHEREAS, Blair Lofts I, LTD. (the "Company") desires to construct a new building comprised of approximately 71,057 square feet of residential space, consisting of 64 rental units on real property at 3401 Reading Road and 609 Maple Avenue located within the corporate boundaries of the City of Cincinnati, to LEED or LBC standards (the "Improvements"), provided that the appropriate development incentives are available to support the economic viability of the Improvements; and

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

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

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

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

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

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

Section 1. That Council approves a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with Blair Lofts I, LTD. and the Port of Greater Cincinnati Development Authority (the "Agreement"), thereby authorizing a 15-year tax exemption for 100% of the assessed value of improvements to be made to real property located at 3401 Reading Road and 609 Maple Avenue in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the construction of a new building comprised of approximately 71,057 square feet of residential space, consisting of 64 rental units, to be constructed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council) or Living Building Challenge standards (as described in the Agreement and as determined by the International Living Future Institute and the Cascadia Green Building Council, as applicable) at a total construction cost of approximately $10,022,542.

Section 2. That Council authorizes the City Manager:

(i) to execute the Agreement on behalf of the City in substantially the form of Attachment A to this ordinance; and

(ii) to forward on behalf of Council a copy of the Agreement, within fifteen (15) days after execution, to the Director of the Ohio Development Services Agency in accordance with Ohio Revised Code Section 3735.671(F); and

(iii) to submit on behalf of Council annual reports on the Agreement to the Director of the Ohio Development Services Agency and to the Board of Education of the Cincinnati City School District, in accordance with Ohio Revised Code Section 3735.672; and

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

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

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

Attachment A to Ordinance

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

SEE ATTACHED

Contract No. _____

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

This Community Reinvestment Area Tax Exemption Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and among the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), BLAIR LOFTS I, LTD., an Ohio limited partnership (the "Company"), and the PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY, an Ohio port authority (the "Owner").

Recitals:

A. [The City and the Company are parties to a *Funding Agreement* dated _____ ____, 2021 (the "Funding Agreement"), pursuant to which the City agreed to provide the Company with financial support for the Project (as defined below).]

B. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").

C. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.

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

E. Pursuant to the Commercial Policy Ordinance, a project that is constructed or remodeled to (1) Leadership in Energy and Environmental Design ("LEED") Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council), or (2) receives a (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the "Energy Petal" of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (such qualifying remodeling or construction is referred to, collectively, as "LBC" remodeling or construction), may qualify for a longer term and/or greater abatement.

F. The Owner is the sole owner of certain real property within the City, located at 3401 Reading Road and 609 Maple Avenue, Cincinnati, Ohio 45229 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.

G. The Company has proposed the construction of a building located on the Property to LEED Silver standards, as defined by the U.S. Green Building Council, within the boundaries of the City of

Cincinnati, as more fully described in Section 1 herein (the "Project"); provided that the appropriate development incentives are available to support the economic viability of the Project.

H. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.

I. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.

J. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars ($1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars ($750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.

K. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.

L. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.

M. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").

N. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").

O. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.

P. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.

Q. This Agreement has been authorized by Ordinance No. _____-2021, passed by Cincinnati City Council on _____, 2021.

R. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the

Company, the Board of Education Agreement, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to construct a new building on the Property into approximately 71,057 square feet of residential space, consisting of 64 affordable residential rental units, all of which will be affordable to households earning at or below 60% of the area median income (the "Improvements") at an estimated aggregate cost of $10,022,542.00 to commence after the execution of this Agreement and to be completed no later than January 1, 2023; *provided,* however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in her discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The construction shall be in compliance with applicable building code and zoning regulations, as well as complying with LBC standards or LEED Silver standards, as defined by the U.S. Green Building Council. The Company hereby represents that it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver standards. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 15 years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of construction, (B) the cost of construction, (C) the facts asserted in the application for exemption, (D) compliance with LEED Silver standards, as defined by the U.S. Green Building Council, and (E) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No

exemption shall commence after tax year 2023 nor extend beyond the earlier of (i) tax year 2037 or (ii) the end of the fifteenth (15th) year of exemption.

Section 3. Use; Maintenance; Inspections. The Company shall use the Property solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Property throughout the period of tax exemption authorized herein. The Company authorizes the Housing Officer, or the Housing Officer's designees, to enter upon the Property as reasonably required to perform property inspections in accordance with Ohio Revised Code Section 3735.68.

Section 4. Compliance with Board of Education Agreement. As a condition of the tax exemption authorized under this Agreement, the Company agrees to enter into and comply with its obligation under the Board of Education Agreement.

Section 5. Duty of Company to Pay Taxes. As required by Ohio Revised Code Section 3735.671(C)(2), the Company shall pay such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and continuing thereafter.

Section 6. Company Certifications Regarding Non-Delinquency of Tax Obligations. As required by Ohio Revised Code Section 3735.671(C)(3), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

Section 8. City Cooperation. As required by Ohio Revised Code Section 3735.671(C)(4), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. Continuation of Exemptions. As provided in Ohio Revised Code Section 3735.671(C)(5), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this

Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

Section 10. City Not Liable. The Company acknowledges that the exemption authorized in this Agreement is subject to approval and implementation by the appropriate state and/or county taxing authorities. The Company acknowledges that the City does not give any guarantee or assurance that the exemption approved in this Agreement will be so approved, and the Company agrees that in no event shall the Company seek to hold the City liable in any way in the event such exemption is not granted or implemented.

Section 11. Small Business Enterprise Program. [1]

A. Compliance with Small Business Enterprise Program. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in Cincinnati Municipal Code ("CMC") Section 323-1-S, "SBEs"). Pursuant to CMC Section 323-11, the City's annual goal for SBE participation shall be thirty percent (30%) of the City's total dollars spent for construction (as such term is defined in CMC Section 323-1-C4), supplies (as such term is defined in CMC Section 323-1-S5), services (as such term is defined in CMC Section 323-1-S) and professional services (as such term is defined in CMC Section 323-1-P2). Accordingly, the Company shall use its best efforts and take affirmative steps to achieve the City's goal of voluntarily meeting thirty percent (30%) SBE participation. A list of SBEs may be obtained from the City's Department of Economic Inclusion. The Company may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. The Company shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:

(i) Including qualified SBEs on solicitation lists.

(ii) Assuring that SBEs are solicited whenever they are potential sources. The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.

(iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

(iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.

(v) Prior to the commencement of work under any subcontracts, the Company shall provide to the City a list of such subcontractors, including information as to the dollar amount of the subcontracts and such other information as may be requested by the City. The Company shall update the report monthly.

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

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

Section 12. Jobs. The Company represents that, as of the date of the execution of this Agreement, the Company has no existing employment at the Property or in the State.

---

[1] Note: this section will be revised prior to execution due to programmatic changes being implemented by the Department of Community and Economic Development as a result of recent legislation passed by City Council.

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 3 full-time permanent jobs and (ii) 300 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with construction, and in the case of the other jobs described herein, the job creation period shall begin upon completion of construction and shall end three (3) years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) $120,000 of additional annual payroll with respect to the full-time permanent jobs and (ii) $5,000,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

C. Community Reinvestment Area Employment. The Company shall (i) adopt hiring practices to ensure that at least twenty-five percent (25%) of the new employees shall be residents of the City of Cincinnati and (ii) give preference to residents of the City relative to residents of the State who do not reside in the City when hiring new employees under this Agreement.

D. Posting Available Employment Opportunities. To the extent allowable by law, the Company shall use its best efforts to post available employment opportunities within the Company's organization or the organization of any subcontractor working with the Company with the Ohio Means Jobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-746-7200.

Section 14. Equal Employment Opportunity. This Agreement is subject to the City's Equal Employment Opportunity Program contained in CMC Chapter 325. The Equal Employment Opportunity Clause in CMC Section 325-9 is incorporated by reference in this Agreement. The term "Company" is substituted for "Contractor" throughout CMC Section 325-9 in the context of this Agreement.

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

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement [(including, without limitation, its obligation to comply with the **Funding Agreement**)], or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected,

collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

Section 17. Annual Review and Report. As required by Ohio Revised Code Sections 3735.671(C)(7) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive Review Council (the "Annual Review and Report"). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.

Section 18. Revocation.

A. Generally. Pursuant to Ohio Revised Code Section 3735.68, the housing officer shall make annual inspections of the properties within the community reinvestment area upon which are located structures or remodeling for which an exemption has been granted under Ohio Revised Code Section 3735.67. If the housing officer finds that the property has not been properly maintained or repaired due to the neglect of the Company, the housing officer may revoke the exemption at any time after the first year of exemption. If the Company has materially failed to fulfill its obligations under this Agreement, or if the owner is determined to have violated division (E) of that section (see Section 18(B) of this Agreement), City Council, subject to the terms of the agreement, may revoke the exemption at any time after the first year of exemption. The housing officer or City Council shall notify the county auditor and the Company that the tax exemption no longer applies. If the housing officer or legislative authority revokes a tax exemption, the housing officer shall send a report of the revocation to the community reinvestment area housing council and to the tax incentive review council established pursuant to section 3735.69 or 5709.85 of the Revised Code, containing a statement of the findings as to the maintenance and repair of the property, failure to fulfill obligations under the written agreement, or violation of division (E) of Ohio Revised Code Section 3735.671, and the reason for revoking the exemption.

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

Section 19. False Statements; Penalties; Material Representations.

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

be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars ($1,000) and/or a term of imprisonment of not more than six (6) months.

B. Material Representations. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement shall constitute an event of default for purposes of Section 16 (Default) and the basis for revocation under Section 18 (Revocation). Nothing in this Section 19.B shall operate to limit the City's enforcement authority under this Agreement including, without limitation, Section 16, Section 18, and Section 19.A.

Section 20. Conflict of Interest. The Company covenants that, to the Company's knowledge, no employee of the City has any personal interest, direct or indirect, in any matters pertaining to the Project, and the Company agrees to take appropriate steps to prevent any employee of the City from obtaining any such interest throughout the term of this Agreement.

Section 21. Annual Fee. As authorized by Ohio Revised Code Section 3735.671(D), the Company shall pay an annual fee of Five Hundred Dollars ($500) or one percent (1%) of the annual taxes exempted under this Agreement, whichever is greater, but not to exceed Two Thousand, Five Hundred Dollars ($2,500) per annum. This fee is due with submission of the information for Annual Review and Report by March 1 of each year.

Section 22. Discontinued Operations. As provided in Ohio Revised Code Section 3735.671(E), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in Section 1 hereof, then the Company, its successors, and any related member shall not enter into an agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

Section 23. Notices. Unless otherwise specified herein, each party shall address written notices, demands and communications in connection with this Agreement to the other party as follows (or to such other address as is communicated in accordance with this Section):

To the City:

City of Cincinnati
Attention: Director of the Department of Community and Economic Development
Centennial Plaza Two, Suite 700
805 Central Avenue
Cincinnati, Ohio 45202

To the Company:

Blair Lofts I, LTD.
c/o Fairfield Homes, Inc.
603 West Wheeling Street
PO Box 190
Lancaster, Ohio 43130
Attention: Jennifer Walters, President

With a copy to:

Dinsmore & Shohl LLP
191 West Nationwide Blvd., Suite 300

Columbus, Ohio 43215
Attention: Jodi S. Diewald, Esq.

If the Company sends a notice to the City alleging that the City is in default under this Agreement, the Company shall simultaneously send a copy of such notice to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

Section 24. Acknowledgment of City Participation. The Company agrees to acknowledge the support of the City on construction signs, project and exhibition signage, and any publicity such as that appearing on the internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a Project partner, the Company shall use either the phrase "Project Assistance by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.

Section 25. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the City and the Company with respect to the subject matter herein, superseding any prior or contemporaneous agreement with respect thereto.

Section 26. Governing Law. This Agreement is entered into and is to be performed in the State. The City and the Company agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

Section 27. Waiver. The City's waiver of any breach by the Company of any provision of this Agreement shall not constitute or operate as a waiver by the City of any other breach of such provision or of any other provisions, nor shall any failure or delay by the City to enforce any provision hereof operate as a waiver of such provision or of any other provision.

Section 28. Severability. This Agreement shall be severable; if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

Section 29. Amendment. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

Section 30. Non-Assignment. As required by Ohio Revised Code Section 3735.671(C)(8), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement in connection with the Property, the City shall not approve the assignment of this Agreement unless the assignee has assumed the Company's remaining obligations under the Board of Education Agreement. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement upon transfer of the Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.

Section 31. Recording. At its election, the City may record this Agreement at the City's expense in the Hamilton County Recorder's Office.

Section 32. Legislative Action Required. As provided in Ohio Revised Code Section 3735.671(C)(10), the Company and the City acknowledge that this Agreement must be approved by formal action of the City Council of the City as a condition for this Agreement to take effect. Notwithstanding anything to the contrary herein, this Agreement shall take effect after the later of the date of such approval or the final date of execution of this Agreement by all parties.

Section 33. Additional Representations and Warranties of Company. The Company represents and warrants that (a) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its

obligations hereunder; (b) no notices to, or consents, authorizations or approvals of, any person are required (other than any already given or obtained) for its due execution, delivery and performance of this Agreement; and (c) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Company.

Section 34. Certification as to Non-Debarment. The Company represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, the Company shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If the Company or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, the company shall be considered in default under this Agreement.

Section 35. Appeals. Pursuant to Ohio Revised Code Section 3735.70, a person aggrieved under the Statute or this Agreement may appeal to the community reinvestment area housing council, which shall have the authority to overrule any decision of a housing officer. Appeals may be taken from a decision of the council to the court of common pleas of the county where the area is located.

Section 36. Wage Enforcement.

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

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

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

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

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

additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

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

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

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

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

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

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

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

CITY OF CINCINNATI,
an Ohio municipal corporation

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2021

BLAIR LOFTS I, LTD,
an Ohio limited partnership

By: Gorsuch FHI Blair Lofts I, LLC,
an Ohio limited liability company,
its managing general partner

By: Gorsuch FHI Holdings, LLC,
an Ohio limited liability company,
its sole member

By: _____
Jennifer L. Walters, Member

Date: _____, 2021

Authorized by resolution dated _____

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

PORT OF GREATER CINCINNATI
DEVELOPMENT AUTHORITY,
an Ohio port authority

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Authorized by resolution dated _____

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Property Address: **3401 Reading Road, Cincinnati, Ohio 45229**
Parcel ID No.: **107-0008-0181-00**

A PARCEL OF LAND SITUATED IN SECTION 9, TOWN 3, FRACTIONAL RANGE 2, MILLCREEK TOWNSHIP, CITY OF CINCINNATI, HAMILTON COUTNY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CROSS NOTCH AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF BLAIR AVE (50' PUBLIC R/W) AND THE WEST RIGHT-OF-WAY OF READING RD (70' PUBLIC R/W):

THEN ALONG THE NORTH RIGHT-OF-WAY OF BLAIR AVE AN ASSUMED BEARING OF N85°56'35"W A DISTANCE OF 352.93 FEET TO A SET IRON PIN & CAP;

THENCE LEAVING SAID RIGHT-OF-WAY ALONG THE COMMON PROPERTY LINE OF KINGSELY INVESTMENT GROUP LLC (O.R. 13673 PG. 01316), N03°56'25"E A DISTANCE OF 158.74 FEET TO A SET IRON PIN AND CAP;

THENCE ALONG THE COMMON PROPERTY LINE OF CINCINNATI METROPOLITAN HOUSING AUTHORITY, (DB. 3307 PG. 203), S85°56'35"E A DISTANCE OF 21.38 FEET TO A FOUND CONCRETE MONUMENT WITH IRON PIN;

THENCE ALONG THE COMMON PROPERTY LINE OF CINCINNATI METROPOLITAN HOUSING AUTHORITY, N04°07'00"E A DISTANCE OF 141.6 FEET TO A POINT BEING REFERENCED BY AN PIN 0.65' DUE NORTH AND THE SOUTH RIGHT-OF-WAY OF MAPLE AVE;

THENCE ALONG THE SOUTH RIGHT-OF-WAY OF MAPLE AVE S81°31'37"E A DISTANCE OF 10.01 FEET TO A SET IRON PIN AND CAP;

THENCE LEAVING SAID RIGHT-OF-WAY ALONG THE COMMON PROPERTY LINE OF HAMILTON COUNTY LAND REUTILIZATION CORPORATION (O.R. 13779 PG. 00597) S04°06'17"W A DISTANCE OF 140.39 FEET, TO A SET IRON PIN AND CAP, AND THE SOUTHWEST CORNER OF HAMILTON COUNTY LAND REUTILIZATION CORPORATION;

THENCE S85°56'35"E A DISTANCE OF 392.34 FEET TO A SET IRON PIN AND CAP AND THE WEST RIGHT-OF-WAY OF READING RD;

THENCE ALONG WEST RIGHT-OF-WAY OF READING RD S27°59'37"W A DISTANCE OF 173.68 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 1.447 ACRES, MORE OR LESS, SUBJECT HOWEVER TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASMENTS CONTAINNING IN ANY INSTRUMENT OF RECORD PERTAINING TO THE ABOVE DESCRIBED TRACT OF LAND. THIS DESCRIPTION WAS PREPARED BY STEVEN J. LESSMAN OHIO

Property Address: **609 Maple Avenue, Cincinnati, OH 45229**
Parcel ID No.: **107-0008-0091-00**

SITUATED IN THE CITY OF CINCINNATI, COUNTY OF HAMILTON, AND STATE OF OHIO, TO WIT:

A LOT OF GROUND ON THE SOUTH SIDE OF MAPLE AVENUE AVONDALE, COMMENCING AT A POINT IN THE SOUTH LINE OF SAID MAPLE AVENUE, 400.80 FEET WEST OF THE INTERSECTION OF MAPLE AVENUE AND READING ROAD, AND THE NORTHEST CORNER OF A LOT SAID TO CLARENCE SCHAFFER, THENCE SOUTHWARDLY ON SAID SCHAFFNER'S WEST LINE 137.05 FEET MORE OR LESS, TO THE SOUTH LINE OF C.M. HOLLOW TRACT, THENCE WESTWARDLY ON SAID SOUTH LINE 40 FEET; THENCE NORTHWARDLY 140 FEET MORE OR LESS TO THE SOUTH LINE OF MAPLE AVENUE, THENCE EASTWARDLY ALONG THE SOUTH LINE OF MAPLE AVENUE, 40 FEET TO THE PLACE OF BEGINNING.

Exhibit B to CRA Agreement

APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

Contract No. _____

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

This Community Reinvestment Area Tax Exemption Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and among the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), BLAIR LOFTS I, LTD., an Ohio limited partnership (the "Company"), and the PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY, an Ohio port authority (the "Owner").

Recitals:

A. [The City and the Company are parties to a *Funding Agreement* dated _____ ____, 2021 (the "Funding Agreement"), pursuant to which the City agreed to provide the Company with financial support for the Project (as defined below).]

B. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").

C. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.

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

E. Pursuant to the Commercial Policy Ordinance, a project that is constructed or remodeled to (1) Leadership in Energy and Environmental Design ("LEED") Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council), or (2) receives a (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the "Energy Petal" of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (such qualifying remodeling or construction is referred to, collectively, as "LBC" remodeling or construction), may qualify for a longer term and/or greater abatement.

F. The Owner is the sole owner of certain real property within the City, located at 3401 Reading Road and 609 Maple Avenue, Cincinnati, Ohio 45229 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.

G. The Company has proposed the construction of a building located on the Property to LEED Silver standards, as defined by the U.S. Green Building Council, within the boundaries of the City of

Cincinnati, as more fully described in Section 1 herein (the "Project"); provided that the appropriate development incentives are available to support the economic viability of the Project.

H. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.

I. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.

J. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars ($1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars ($750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.

K. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.

L. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.

M. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").

N. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").

O. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.

P. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.

Q. This Agreement has been authorized by Ordinance No. _____-2021, passed by Cincinnati City Council on _____, 2021.

R. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the

Company, the Board of Education Agreement, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to construct a new building on the Property into approximately 71,057 square feet of residential space, consisting of 64 affordable residential rental units, all of which will be affordable to households earning at or below 60% of the area median income (the "Improvements") at an estimated aggregate cost of $10,022,542.00 to commence after the execution of this Agreement and to be completed no later than January 1, 2023; *provided,* however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in her discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The construction shall be in compliance with applicable building code and zoning regulations, as well as complying with LBC standards or LEED Silver standards, as defined by the U.S. Green Building Council. The Company hereby represents that it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver standards. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 15 years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of construction, (B) the cost of construction, (C) the facts asserted in the application for exemption, (D) compliance with LEED Silver standards, as defined by the U.S. Green Building Council, and (E) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No

exemption shall commence after tax year 2023 nor extend beyond the earlier of (i) tax year 2037 or (ii) the end of the fifteenth (15th) year of exemption.

Section 3. Use; Maintenance; Inspections. The Company shall use the Property solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Property throughout the period of tax exemption authorized herein. The Company authorizes the Housing Officer, or the Housing Officer's designees, to enter upon the Property as reasonably required to perform property inspections in accordance with Ohio Revised Code Section 3735.68.

Section 4. Compliance with Board of Education Agreement. As a condition of the tax exemption authorized under this Agreement, the Company agrees to enter into and comply with its obligation under the Board of Education Agreement.

Section 5. Duty of Company to Pay Taxes. As required by Ohio Revised Code Section 3735.671(C)(2), the Company shall pay such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and continuing thereafter.

Section 6. Company Certifications Regarding Non-Delinquency of Tax Obligations. As required by Ohio Revised Code Section 3735.671(C)(3), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

Section 8. City Cooperation. As required by Ohio Revised Code Section 3735.671(C)(4), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. Continuation of Exemptions. As provided in Ohio Revised Code Section 3735.671(C)(5), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this

Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

Section 10. City Not Liable. The Company acknowledges that the exemption authorized in this Agreement is subject to approval and implementation by the appropriate state and/or county taxing authorities. The Company acknowledges that the City does not give any guarantee or assurance that the exemption approved in this Agreement will be so approved, and the Company agrees that in no event shall the Company seek to hold the City liable in any way in the event such exemption is not granted or implemented.

Section 11. Small Business Enterprise Program. [1]

A. Compliance with Small Business Enterprise Program. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in Cincinnati Municipal Code ("CMC") Section 323-1-S, "SBEs"). Pursuant to CMC Section 323-11, the City's annual goal for SBE participation shall be thirty percent (30%) of the City's total dollars spent for construction (as such term is defined in CMC Section 323-1-C4), supplies (as such term is defined in CMC Section 323-1-S5), services (as such term is defined in CMC Section 323-1-S) and professional services (as such term is defined in CMC Section 323-1-P2). Accordingly, the Company shall use its best efforts and take affirmative steps to achieve the City's goal of voluntarily meeting thirty percent (30%) SBE participation. A list of SBEs may be obtained from the City's Department of Economic Inclusion. The Company may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. The Company shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:

(i) Including qualified SBEs on solicitation lists.

(ii) Assuring that SBEs are solicited whenever they are potential sources. The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.

(iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

(iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.

(v) Prior to the commencement of work under any subcontracts, the Company shall provide to the City a list of such subcontractors, including information as to the dollar amount of the subcontracts and such other information as may be requested by the City. The Company shall update the report monthly.

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

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

Section 12. Jobs. The Company represents that, as of the date of the execution of this Agreement, the Company has no existing employment at the Property or in the State.

[1] Note: this section will be revised prior to execution due to programmatic changes being implemented by the Department of Community and Economic Development as a result of recent legislation passed by City Council.

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 3 full-time permanent jobs and (ii) 300 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with construction, and in the case of the other jobs described herein, the job creation period shall begin upon completion of construction and shall end three (3) years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) $120,000 of additional annual payroll with respect to the full-time permanent jobs and (ii) $5,000,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

C. Community Reinvestment Area Employment. The Company shall (i) adopt hiring practices to ensure that at least twenty-five percent (25%) of the new employees shall be residents of the City of Cincinnati and (ii) give preference to residents of the City relative to residents of the State who do not reside in the City when hiring new employees under this Agreement.

D. Posting Available Employment Opportunities. To the extent allowable by law, the Company shall use its best efforts to post available employment opportunities within the Company's organization or the organization of any subcontractor working with the Company with the Ohio Means Jobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-746-7200.

Section 14. Equal Employment Opportunity. This Agreement is subject to the City's Equal Employment Opportunity Program contained in CMC Chapter 325. The Equal Employment Opportunity Clause in CMC Section 325-9 is incorporated by reference in this Agreement. The term "Company" is substituted for "Contractor" throughout CMC Section 325-9 in the context of this Agreement.

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

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement [(including, without limitation, its obligation to comply with the **Funding Agreement**)], or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected,

collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

Section 17. Annual Review and Report. As required by Ohio Revised Code Sections 3735.671(C)(7) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive Review Council (the "Annual Review and Report"). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.

Section 18. Revocation.

A. Generally. Pursuant to Ohio Revised Code Section 3735.68, the housing officer shall make annual inspections of the properties within the community reinvestment area upon which are located structures or remodeling for which an exemption has been granted under Ohio Revised Code Section 3735.67. If the housing officer finds that the property has not been properly maintained or repaired due to the neglect of the Company, the housing officer may revoke the exemption at any time after the first year of exemption. If the Company has materially failed to fulfill its obligations under this Agreement, or if the owner is determined to have violated division (E) of that section (see Section 18(B) of this Agreement), City Council, subject to the terms of the agreement, may revoke the exemption at any time after the first year of exemption. The housing officer or City Council shall notify the county auditor and the Company that the tax exemption no longer applies. If the housing officer or legislative authority revokes a tax exemption, the housing officer shall send a report of the revocation to the community reinvestment area housing council and to the tax incentive review council established pursuant to section 3735.69 or 5709.85 of the Revised Code, containing a statement of the findings as to the maintenance and repair of the property, failure to fulfill obligations under the written agreement, or violation of division (E) of Ohio Revised Code Section 3735.671, and the reason for revoking the exemption.

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

Section 19. False Statements; Penalties; Material Representations.

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

be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars ($1,000) and/or a term of imprisonment of not more than six (6) months.

B. Material Representations. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement shall constitute an event of default for purposes of Section 16 (Default) and the basis for revocation under Section 18 (Revocation). Nothing in this Section 19.B shall operate to limit the City's enforcement authority under this Agreement including, without limitation, Section 16, Section 18, and Section 19.A.

Section 20. Conflict of Interest. The Company covenants that, to the Company's knowledge, no employee of the City has any personal interest, direct or indirect, in any matters pertaining to the Project, and the Company agrees to take appropriate steps to prevent any employee of the City from obtaining any such interest throughout the term of this Agreement.

Section 21. Annual Fee. As authorized by Ohio Revised Code Section 3735.671(D), the Company shall pay an annual fee of Five Hundred Dollars ($500) or one percent (1%) of the annual taxes exempted under this Agreement, whichever is greater, but not to exceed Two Thousand, Five Hundred Dollars ($2,500) per annum. This fee is due with submission of the information for Annual Review and Report by March 1 of each year.

Section 22. Discontinued Operations. As provided in Ohio Revised Code Section 3735.671(E), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in Section 1 hereof, then the Company, its successors, and any related member shall not enter into an agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

Section 23. Notices. Unless otherwise specified herein, each party shall address written notices, demands and communications in connection with this Agreement to the other party as follows (or to such other address as is communicated in accordance with this Section):

To the City:

City of Cincinnati
Attention: Director of the Department of Community and Economic Development
Centennial Plaza Two, Suite 700
805 Central Avenue
Cincinnati, Ohio 45202

To the Company:

Blair Lofts I, LTD.
c/o Fairfield Homes, Inc.
603 West Wheeling Street
PO Box 190
Lancaster, Ohio 43130
Attention: Jennifer Walters, President

With a copy to:

Dinsmore & Shohl LLP
191 West Nationwide Blvd., Suite 300

Columbus, Ohio 43215
Attention: Jodi S. Diewald, Esq.

If the Company sends a notice to the City alleging that the City is in default under this Agreement, the Company shall simultaneously send a copy of such notice to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

Section 24. Acknowledgment of City Participation. The Company agrees to acknowledge the support of the City on construction signs, project and exhibition signage, and any publicity such as that appearing on the internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a Project partner, the Company shall use either the phrase "Project Assistance by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.

Section 25. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the City and the Company with respect to the subject matter herein, superseding any prior or contemporaneous agreement with respect thereto.

Section 26. Governing Law. This Agreement is entered into and is to be performed in the State. The City and the Company agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

Section 27. Waiver. The City's waiver of any breach by the Company of any provision of this Agreement shall not constitute or operate as a waiver by the City of any other breach of such provision or of any other provisions, nor shall any failure or delay by the City to enforce any provision hereof operate as a waiver of such provision or of any other provision.

Section 28. Severability. This Agreement shall be severable; if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

Section 29. Amendment. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

Section 30. Non-Assignment. As required by Ohio Revised Code Section 3735.671(C)(8), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement in connection with the Property, the City shall not approve the assignment of this Agreement unless the assignee has assumed the Company's remaining obligations under the Board of Education Agreement. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement upon transfer of the Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.

Section 31. Recording. At its election, the City may record this Agreement at the City's expense in the Hamilton County Recorder's Office.

Section 32. Legislative Action Required. As provided in Ohio Revised Code Section 3735.671(C)(10), the Company and the City acknowledge that this Agreement must be approved by formal action of the City Council of the City as a condition for this Agreement to take effect. Notwithstanding anything to the contrary herein, this Agreement shall take effect after the later of the date of such approval or the final date of execution of this Agreement by all parties.

Section 33. Additional Representations and Warranties of Company. The Company represents and warrants that (a) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its

obligations hereunder; (b) no notices to, or consents, authorizations or approvals of, any person are required (other than any already given or obtained) for its due execution, delivery and performance of this Agreement; and (c) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Company.

Section 34. Certification as to Non-Debarment. The Company represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, the Company shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If the Company or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, the company shall be considered in default under this Agreement.

Section 35. Appeals. Pursuant to Ohio Revised Code Section 3735.70, a person aggrieved under the Statute or this Agreement may appeal to the community reinvestment area housing council, which shall have the authority to overrule any decision of a housing officer. Appeals may be taken from a decision of the council to the court of common pleas of the county where the area is located.

Section 36. Wage Enforcement.

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

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

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

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

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

additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

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

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

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

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

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

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

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

CITY OF CINCINNATI,
an Ohio municipal corporation

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2021

BLAIR LOFTS I, LTD,
an Ohio limited partnership

By: Gorsuch FHI Blair Lofts I, LLC,
an Ohio limited liability company,
its managing general partner

By: Gorsuch FHI Holdings, LLC,
an Ohio limited liability company,
its sole member

By: _____
Jennifer L. Walters, Member

Date: _____, 2021

Authorized by resolution dated _____

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

PORT OF GREATER CINCINNATI
DEVELOPMENT AUTHORITY,
an Ohio port authority

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Authorized by resolution dated _____

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Property Address: **3401 Reading Road, Cincinnati, Ohio 45229**
Parcel ID No.: **107-0008-0181-00**

A PARCEL OF LAND SITUATED IN SECTION 9, TOWN 3, FRACTIONAL RANGE 2, MILLCREEK TOWNSHIP, CITY OF CINCINNATI, HAMILTON COUTNY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CROSS NOTCH AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF BLAIR AVE (50' PUBLIC R/W) AND THE WEST RIGHT-OF-WAY OF READING RD (70' PUBLIC R/W):

THEN ALONG THE NORTH RIGHT-OF-WAY OF BLAIR AVE AN ASSUMED BEARING OF N85°56'35"W A DISTANCE OF 352.93 FEET TO A SET IRON PIN & CAP;

THENCE LEAVING SAID RIGHT-OF-WAY ALONG THE COMMON PROPERTY LINE OF KINGSELY INVESTMENT GROUP LLC (O.R. 13673 PG. 01316), N03°56'25"E A DISTANCE OF 158.74 FEET TO A SET IRON PIN AND CAP;

THENCE ALONG THE COMMON PROPERTY LINE OF CINCINNATI METROPOLITAN HOUSING AUTHORITY, (DB. 3307 PG. 203), S85°56'35"E A DISTANCE OF 21.38 FEET TO A FOUND CONCRETE MONUMENT WITH IRON PIN;

THENCE ALONG THE COMMON PROPERTY LINE OF CINCINNATI METROPOLITAN HOUSING AUTHORITY, N04°07'00"E A DISTANCE OF 141.6 FEET TO A POINT BEING REFERENCED BY AN PIN 0.65' DUE NORTH AND THE SOUTH RIGHT-OF-WAY OF MAPLE AVE;

THENCE ALONG THE SOUTH RIGHT-OF-WAY OF MAPLE AVE S81°31'37"E A DISTANCE OF 10.01 FEET TO A SET IRON PIN AND CAP;

THENCE LEAVING SAID RIGHT-OF-WAY ALONG THE COMMON PROPERTY LINE OF HAMILTON COUNTY LAND REUTILIZATION CORPORATION (O.R. 13779 PG. 00597) S04°06'17"W A DISTANCE OF 140.39 FEET, TO A SET IRON PIN AND CAP, AND THE SOUTHWEST CORNER OF HAMILTON COUNTY LAND REUTILIZATION CORPORATION;

THENCE S85°56'35"E A DISTANCE OF 392.34 FEET TO A SET IRON PIN AND CAP AND THE WEST RIGHT-OF-WAY OF READING RD;

THENCE ALONG WEST RIGHT-OF-WAY OF READING RD S27°59'37"W A DISTANCE OF 173.68 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 1.447 ACRES, MORE OR LESS, SUBJECT HOWEVER TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASMENTS CONTAINNING IN ANY INSTRUMENT OF RECORD PERTAINING TO THE ABOVE DESCRIBED TRACT OF LAND. THIS DESCRIPTION WAS PREPARED BY STEVEN J. LESSMAN OHIO

Property Address: **609 Maple Avenue, Cincinnati, OH 45229**
Parcel ID No.: **107-0008-0091-00**

SITUATED IN THE CITY OF CINCINNATI, COUNTY OF HAMILTON, AND STATE OF OHIO, TO WIT:

A LOT OF GROUND ON THE SOUTH SIDE OF MAPLE AVENUE AVONDALE, COMMENCING AT A POINT IN THE SOUTH LINE OF SAID MAPLE AVENUE, 400.80 FEET WEST OF THE INTERSECTION OF MAPLE AVENUE AND READING ROAD, AND THE NORTHEST CORNER OF A LOT SAID TO CLARENCE SCHAFFER, THENCE SOUTHWARDLY ON SAID SCHAFFNER'S WEST LINE 137.05 FEET MORE OR LESS, TO THE SOUTH LINE OF C.M. HOLLOW TRACT, THENCE WESTWARDLY ON SAID SOUTH LINE 40 FEET; THENCE NORTHWARDLY 140 FEET MORE OR LESS TO THE SOUTH LINE OF MAPLE AVENUE, THENCE EASTWARDLY ALONG THE SOUTH LINE OF MAPLE AVENUE, 40 FEET TO THE PLACE OF BEGINNING.

Exhibit B to CRA Agreement

APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

City of Cincinnati

801 Plum Street, Suite 354
Cincinnati, Ohio 45202

Phone (513) 352-5243
Email steven.goodin@cincinnati-oh.gov
Web www.cincinnati-oh.gov

Steven P. Goodin
Councilmember

May 27, 2021

MOTION

WE MOVE the section of Ezzard Charles Drive between Central Parkway and Central Avenue shall hereby receive the honorary, secondary name of "Police Memorial Way."

Councilmember Steven Goodin

City of Cincinnati

City Hall, Room 346B
801 Plum Street
Cincinnati, Ohio 45202

Phone (513) 352-3640
Email Betsy.Sundermann@cincinnati-oh.gov

202100079

Betsy Sundermann
Cincinnati City Councilmember

May 26, 2021

MOTION

WE MOVE that the City prepare an ordinance to designate as a secondary honorary name for the one-block portion of Ezzard Charles Drive in front of the Cincinnati Police Memorial between Central Avenue and West Central Parkway as "Police Memorial Drive."

Betsy Sundermann
Betsy Sundermann

STATEMENT

The section of Ezzard Charles Drive between Central Avenue and West Central Parkway is home to the Cincinnati Police Memorial on the southern side of the drive which stands as a shining symbol to commemorate the sacrifice of our fallen officers. This section of Ezzard Charles Drive should reflect the cultural and historical significance of fallen officers in our city and our city's police force.

Calendar Date

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

202102060

David S. Mann
Councilmember

May 25, 2021

MOTION

The recent neighborhood boundaries discussion involving Clifton, CUF and Corryville underscores the necessity to review how the City notifies neighborhoods for issues happening in adjacent communities. I move that the City Administration, in collaboration with Invest in Neighborhoods and Community Councils leadership, come up with a set of new recommendations to codify how the City engages citizens on issues of development that affect their neighborhoods.

David Mann /gme
Councilmember David Mann

Statement:

Community engagement is an essential component of good government. Communities adjacent to neighborhoods are only notified when some specific criteria are met. These criteria need to be reviewed and updated. Without these updates, I fear that boundary issues will increase.

For example, notifying residents only within a 400' overlap zone does not take into consideration the role Community Councils play to preserve and enhance the quality of life of their communities. Community Councils must be systematically notified.

Also, the traditional 400' buffer notification, does not acknowledge that some development beyond these boundaries may have drastic consequences on neighboring communities.

CAL

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

These concerns should not be dealt with by changing the historical boundaries of our neighborhoods but by being better at engaging our citizens.

city of CINCINNATI
Interdepartment Correspondence Sheet

Date: May 26, 2021

202102024

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

Subject: Resolution - US Bike Route Numbering

Attached is an resolution captioned as follows:

> EXPRESSING the support of the Mayor and City Council to designate certain bike routes crossing the City as U.S. Bicycle Routes, per the recommendation of the American Association of State Highway and Transportation Officials, the Ohio Department of Transportation, and the City's Department of Transportation and Engineering.

Approval of this Resolution will express that the Mayor and the City Council support the development of U.S. Bicycle Routes and direct the appropriate officials to take all the necessary and proper actions to ensure the two proposed bicycle routes through the City of Cincinnati as described in the Resolution which are designated U.S. Bicycle Route 21 and U.S. Bicycle Route 25 by the American Association of State Highway and Transportation Officials (AASHTO) and the Ohio Department of Transportation (ODOT).

The Administration recommends passage of the attached ordinance/resolution.

Exhibit "A" – U.S. Bike Routes in Cincinnati

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

JRS

BWG

RESOLUTION NO. _____ - 2021

EXPRESSING the support of the Mayor and City Council to designate certain bike routes crossing the City as U.S. Bicycle Routes, per the recommendation of the American Association of State Highway and Transportation Officials, the Ohio Department of Transportation, and the City's Department of Transportation and Engineering.

WHEREAS, bicycle tourism is a growing industry in North America, contributing $133 billion a year to the economies of communities that provide facilities for such tourists; and

WHEREAS, the American Association of State Highway and Transportation Officials ("AASHTO") has designated a series of corridors crossing the country to be designated as U.S. Bicycle Routes to facilitate connection between a nationwide system and local communities; and

WHEREAS, the two U.S. Bicycle Routes suggested by AASHTO that would cross the State of Ohio are U.S. Bicycle Route 21 ("USBR-21") and U.S. Bicycle Route 25 ("USBR-25"), and the Ohio Department of Transportation ("ODOT") supports the designation and also intends to recognize the routes as state bicycle routes; and

WHEREAS, portions of the two U.S. Bicycle Routes, USBR-21 and USBR-25, coincide with existing off-street and on-street bicycle facilities that have been or will be constructed by the City of Cincinnati; and

WHEREAS, ODOT is supportive of the AASHTO suggested designation of U.S. Bicycle Routes in Ohio, subject to ongoing collaboration with affected jurisdictions to inventory, analyze, and designate specific facilities the routes will traverse; and

WHEREAS, the City of Cincinnati and the Adventure Cycling Association, a national organization that has a local presence in the City, together with ODOT and other stakeholders, have proposed the specific routes to be designated, and a map showing the routes is attached hereto; and

WHEREAS, the City's Department of Transportation and Engineering has investigated the proposed routes, agrees that designating them will promote bicycle tourism in the City, and recommends that the routes should be so designated and mapped; and

WHEREAS, once the routes are approved, there may be efforts to publicize the routes via internet maps, but the routes shall not be officially recognized and assigned bicycle route numbers until bicycle-specific infrastructure is present; now, therefore,

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

Section 1. That the Mayor and the City Council of the City of Cincinnati hereby express their support for the development of U.S. Bicycle Routes and request that the appropriate officials take all necessary and proper actions to ensure the two proposed bicycle routes through the City of Cincinnati, as depicted in Exhibit A attached hereto, are officially designated as U.S. Bicycle Route 21 ("USBR-21") and U.S. Bicycle Route 25 ("USBR-25") by the American Association of State Highway and Transportation Officials ("AASHTO") and the Ohio Department of Transportation ("ODOT").

Section 2. That this resolution be spread upon the minutes of Council and copies be sent to ODOT and to AASHTO through the City's Department of Transportation and Engineering.

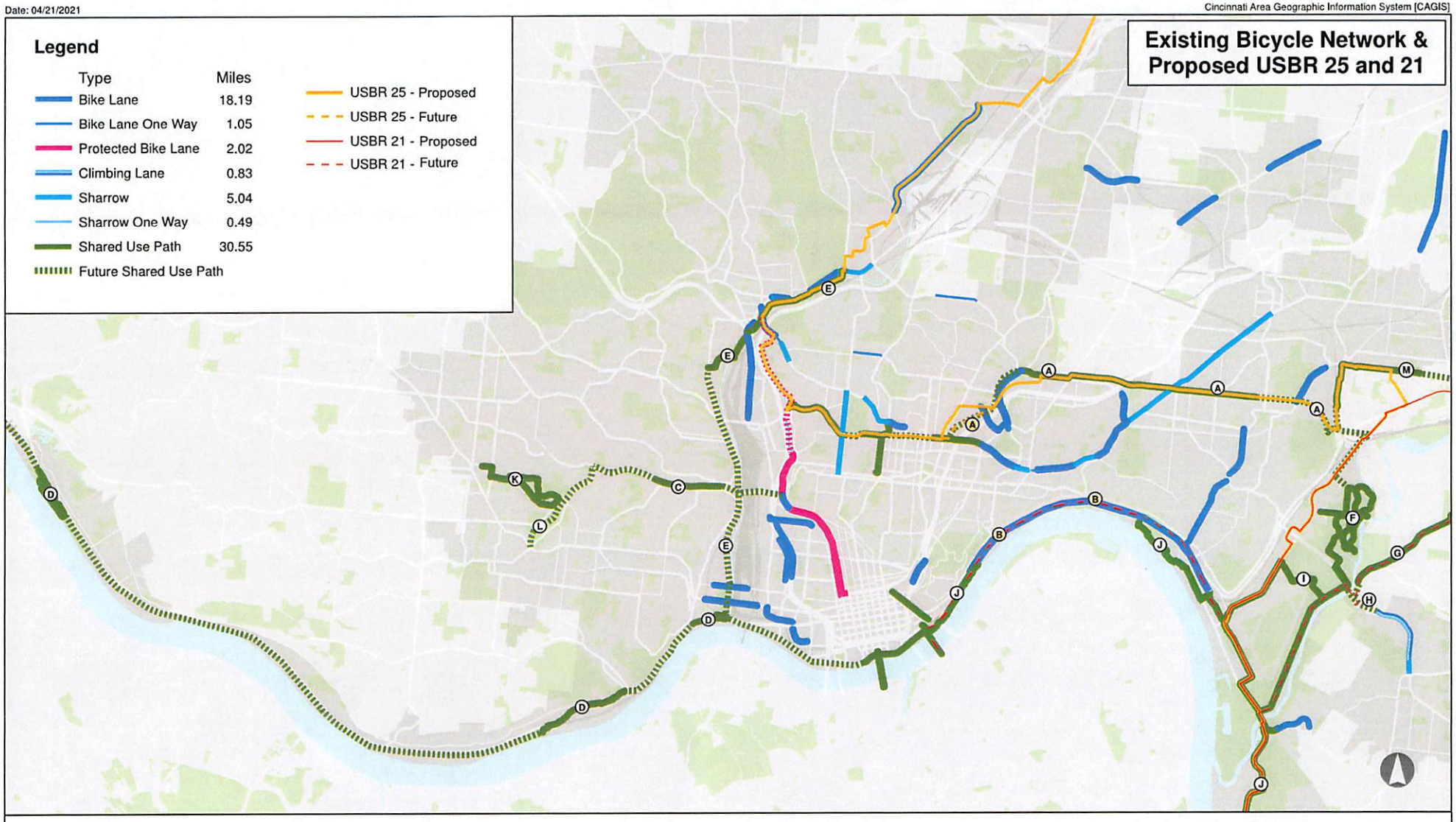
Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

Date: 04/21/2021

Cincinnati Area Geographic Information System [CAGIS]



Trail Names

- Ⓐ Wasson Way
- Ⓑ ORT Oasis
- Ⓒ Lick Run Bikeway
- Ⓓ ORT West
- Ⓔ Millcreek Trail
- Ⓕ Otto Armleder Connector
- Ⓖ Little Miami Scenic Trail (LMST)
- Ⓗ Beechmont Bridge LMST Connection
- Ⓘ Lunken Airport Loop
- Ⓙ Ohio River Trail
- Ⓚ Dunham Trail
- Ⓛ Rapid Run and Dunham Connector
- Ⓜ Murray Trail

Cincinnati Bicycle Transportation Program

April 2021

6,200 3,100 0 6,200 Feet

Cincinnati Area Geographic Information System [CAGIS]

city of CINCINNATI
Interdepartment Correspondence Sheet

May 26, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager 202102025

Subject: **Ordinance: New Classification and Salary Range for the classification of Maintenance Planner/Scheduler**

Attached is an Ordinance captioned:

> **ESTABLISHING** the classification and salary range schedule for the new employment classification of Maintenance Planner/Scheduler; and ENACTING Section 292 of Division 1, Chapter 307 of the Cincinnati Municipal Code, in order to establish a new salary schedule and classification title for the new classification consistent with the organizational changes described herein.

The Human Resources Director has approved to establish the salary schedule and classification title for the new employment classification of Maintenance Planner/Scheduler. The Department of Human Resources has done due diligence and conducted appropriate evaluation to ensure that the new salary schedule and classification title is consistent with similar positions with factors considered throughout the evaluation process including, scope of work and responsibility. The creation of the classification is necessary to fit the needs of the City, and consistent with the organizational changes described herein.

The Administration recommends passage of this Emergency Ordinance.

cc: William M. Brown, Human Resources Director

EMERGENCY

City of Cincinnati

LES

BWG

An Ordinance No. _____ -2021

ESTABLISHING the classification and salary range schedule for the new employment classification of Maintenance Planner/Scheduler; and ENACTING Section 292 of Division 1, Chapter 307 of the Cincinnati Municipal Code, in order to establish a new salary schedule and classification title for the new classification consistent with the organizational changes described herein.

WHEREAS, the City's Department of Human Resources is recommending the establishment of a new classification specification and salary range for Maintenance Planner/Scheduler in order to recruit and retain quality employees; and

WHEREAS, the creation of the Maintenance Planner/Scheduler classification specification is necessary to ensure consistency in the knowledge, skills, and abilities required to carry out the duties and tasks prescribed to the position; and

WHEREAS, the Maintenance Planner/Scheduler position and salary range provide an opportunity to increase effectiveness while maintaining a standard of excellence and a clear pathway for continued growth and career progression for employees; and

WHEREAS, the Department of Human Resources has done its due diligence and conducted appropriate internal comparisons to ensure the new classification and salary range are consistent with the scope of services and the level of responsibility of the position of a Maintenance Planner/Scheduler, and the factors considered throughout the evaluation process included liability, scope of responsibility, judgment and independent action, accountability, and desired levels of experience; and

WHEREAS, it has been determined that adopting the new salary range and classification title for the position is based upon a market analysis consistent with the organization changes described herein and internal cost of living adjustment comparisons as approved by City Council; now, therefore,

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

Section 1. That new Section 292 of Division 1, Chapter 307 of the Cincinnati Municipal Code is hereby enacted as shown below:

Classification	Minimum - Annual	Maximum - Annual
Maintenance Planner/Scheduler	$63,948.23	$71,836.38

Step 1	$63,948.23
Step 2	$65,920.26
Step 3	$67,892.30
Step 4	$69,864.34
Step 5	$71,836.38

Section 2. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to establish the classification and salary ranges in order to recruit and retain qualified employees.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

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

202102083

Jan-Michele Lemon Kearney
Councilmember

May 26, 2021

MOTION

WE MOVE that the City of Cincinnati Administration provide a report on existing notice resources and practices for zoning changes, building issues, developments, notwithstanding ordinances, liquor licenses, and any other matter requiring notice to community councils, property owners and residents.

WE FURTHER MOVE to request information on options for providing notice to residents in addition to the neighborhood community councils and property owners.

Jan-Michele Lemon Kearney

Councilmember Jan-Michele Lemon Kearney

CAL → NC
KPP

city of CINCINNATI

Interdepartment Correspondence Sheet

June 3, 2021

202102090

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance** – Appropriate to Public Use Property for the Riverside Drive Hillside Stabilization Project

Attached is an Emergency Ordinance captioned:

> TO APPROPRIATE to public use property required for the construction of a retaining wall, tiebacks, and drainage system as part of the Riverside Drive Hillside Stabilization Project.

In 2017, the City initiated the construction of a retaining wall to protect affected underground public utility infrastructure, including mains for water, sanitary sewer, and natural gas in the Riverside Drive right of way as part of the Riverside Drive Hillside Stabilization Project. The City entered into agreements with owners of property on which the project was located for temporary access, with the understanding that the City would initiate appropriation of the property to public use in order to obtain permanent easements and provide compensation for the easements. This Emergency Ordinance is to initiate the process of appropriation.

The Administration recommends passage of this Emergency Ordinance.

cc: Cathy B. Bailey, Executive Director/Greater Cincinnati Water Works *CBB/vja*

Attachment

EMERGENCY

City of Cincinnati

CHM BWG

An Ordinance No._____ - 2021

TO APPROPRIATE to public use property required for the construction of a retaining wall, tiebacks, and drainage system as part of the Riverside Drive Hillside Stabilization Project.

WHEREAS, on June 13, 2018, Council for the City of Cincinnati passed Resolution No. 35-2018 captioned as follows:

> DECLARING the intent to appropriate to public use property required for the construction of a retaining wall, tiebacks, and drainage system as part of the Riverside Drive Hillside Stabilization 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 Riverside Drive Hillside Stabilization Project, which project includes the construction of a retaining wall, tiebacks, and drainage system to benefit the infrastructure and utilities of the City of Cincinnati located in, on, and under Riverside Drive, permanent easement interests in the real property described on Exhibit A attached to this ordinance and incorporated herein by reference, and temporary construction easements in the real property described on Exhibit B attached to this ordinance and incorporated herein by reference (collectively, the "Property"), with the owners of record of the Property being as follows:

Project Parcel	Owner	Hamilton Co. Auditor Parcel Nos.
05	The I.T. Verdin Co	032-0002-0106 thru 0113; 032-0001-0016

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 one or more complaints for appropriation in order that the City may complete the Riverside Drive Hillside Stabilization Project, in accordance with the schedules set forth in the contracts being entered into for this project.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

Permanent Retaining Wall Easement (05) for Book 32 Page 2 Parcel 106, 107, 108, 109, 110, 111, 112 & 113 of The I T Verdin Company

Situated in the City of Cincinnati, County of Hamilton, and State of Ohio, being part of Lots Thirty to Thirty Eight of the Plat of Subdivision of Carrsville by Francis Carr Deed Book 39 Page 5 as Recorded in the Hamilton County, Ohio Recorder's office, also part of the following Deeds recorded: Deed Book 4279 page 1432, Deed Book 7170 page 557, Deed Book 4366 page 1387, Deed Book 7170 page 555, Deed Book 7762 page 1468, Deed Book 4382 page 738 and Deed Book 4382 page 735.

Commencing at the intersection point of the north right of way line of Riverside Drive (Eastern Avenue) and the west right of way line of Merivale Street marked with an iron pin with cap set by Greater Cincinnati Water Works thence with the north right of way line South 60°59'11" West a distance of 57.42 feet to the intersection of said north right of way line and the common property line of The I T Verdin Company Deed Book 4279 page 1432 and Merivale Station LLC Deed Book 10023 page 1665 recorded in the Hamilton County, Ohio Recorder's office; thence leaving said north right of way line with the said common property line North 28°43'29" West a distance of 95.94 feet to the intersection of said common property line with the common Permanent Retaining Wall and Temporary Construction easement line and the Point of Beginning for this description.

Thence leaving said common property line with the common Permanent Retaining Wall and Temporary Construction easement line South 60°47'09" West a distance of 112.36 feet to an angle point in the common Permanent Retaining Wall and Temporary Construction easement line; thence continuing with said common easement line South 60°48'36" West a distance of 97.64 feet to the intersection of the common Permanent Retaining Wall and Temporary Construction easement line with the common property line of The I T Verdin Company Deed Book 4382 page 735 and Andrew Filusch Deed Book 4226 page 1243 recorded in the Hamilton County, Ohio Recorder's office; thence with the common property line North 28°43'29" West a distance of 29.75 feet to the intersection of said common property line with the south property line of SORTA recorded in Deed Book 6507 page 257; thence with the south line of SORTA and north property line of The I T Verdin Company North 60°59'11" East a distance of 210.00 feet to the intersection of said north property line and the common property line of The I T Verdin Company Deed Book 4279 page 1432 and Merivale Station LLC Deed Book 10023 page 1665 recorded in the Hamilton County, Ohio Recorder's office; thence with said common property line South 28°43'29" East a distance of 29.06 feet to the Point of Beginning.

Containing 6,177.663185 square feet or 0.142 acre of land, more or less. This description was taken from a survey by Greater Cincinnati Water Works on February 20, 2017

STATE OF OHIO
WILLIAM C. HUBERTY
S-7160
REGISTERED PROFESSIONAL SURVEYOR

Temporary Construction Easement (05) for Book 32 Page 2 Parcel 106, 107, 108, 109, 110, 111, 112 & 113 of The I T Verdin Company

Situated in the City of Cincinnati, County of Hamilton, and State of Ohio, being part of Lots Thirty to Thirty Eight of the Plat of Subdivision of Carrsville by Francis Carr Deed Book 39 Page 5 as Recorded in the Hamilton County, Ohio Recorder's office, also part of the following Deeds recorded: Deed Book 4279 page 1432, Deed Book 7170 page 557, Deed Book 4366 page 1387, Deed Book 7170 page 555, Deed Book 7762 page 1468, Deed Book 4382 page 738 and Deed Book 4382 page 735.

Commencing at the intersection point of the north right of way line of Riverside Drive (Eastern Avenue) and the west right of way line of Merivale Street marked with an iron pin with cap set by Greater Cincinnati Water Works thence with the north right of way line South 60°59'11" West a distance of 57.42 feet to the intersection of the north right of way line Riverside Drive (eastern Avenue) and the common property line of The I T Verdin Company Deed Book 4279 page 1432 and Merivale Station LLC Deed Book 10023 page 1665 recorded in the Hamilton County, Ohio Recorder's office and the Point of Beginning for this description.

Thence continuing with the north right of way line of Riverside Drive (Eastern Avenue) South 60°59'11" West a distance of 210.00 feet to the intersection of said north right of way line and the common property line of The I T Verdin Company Deed Book 4382 page 735 and Andrew Filusch Deed Book 4226 page 1243 recorded in the Hamilton County, Ohio Recorder's office; thence leaving said north right of way line with the said common property line North 28°43'29" West a distance of 95.25 feet to the intersection of said common property line with the common Permanent Retaining Wall and Temporary Construction easement line; thence with the Permanent Retaining Wall and Temporary Construction easement line North 60°48'36" East a distance of 97.64 feet to an angle point in said easement line; thence continuing with said easement line North 60°47'09" East a distance of 112.36 feet to the intersection of the common Permanent Retaining Wall and Temporary Construction easement line with the common property line of The I T Verdin Company Deed Book 4279 page 1432 and Merivale Station LLC Deed Book 10023 page 1665 recorded in the Hamilton County, Ohio Recorder's office; thence with said common property line South 28°43'29" East a distance of 95.94 feet to the Point of Beginning.

Containing 20,072.002733 square feet or 0.461 acre of land, more or less. This description was taken from a survey by Greater Cincinnati Water Works on February 20, 2017.

STATE OF OHIO
WILLIAM C. RUBERRY
S-7160
REGISTERED PROFESSIONAL SURVEYOR

Temporary Construction Easement (05A)
for Book 32 Page 1 Parcel 16
The I T Verdin Company

Situated in the City of Cincinnati, County of Hamilton, and State of Ohio, being part of Lot Fifteen of the Plat of Vanceville Subdivision Deed Book 101 Page 220 as Recorded in the Hamilton County, Ohio Recorder's office, also part of the recorded Deed Book 3809 page 538.

Commencing at an existing iron pin cap by Abercrombie & Associates on the intersection of the north right of way line of Riverside Drive (Eastern Avenue) and the common line between Merivale Station LLC in Deed Book 9015 page 729 and Elizabeth Squeri-Kroth in Deed Book 11671 page 1209 recorded in the Hamilton County, Ohio Recorder's office; thence along said common property line North 30°22'50" West a distance of 111.05 feet to the common corner of said properties recorded in Deed Book 9015 page 759 and Deed Book 11671 page 1209 and the south property line of SORTA recorded in Deed Book 6507 page 257; thence along said south property line of SORTA the following three courses: South 62°52'45" West a distance of 73.01 feet to a point; thence South 63°55'41" West a distance of 50.30 feet to a point; thence South 63°55'15" West a distance of 114.50 feet to the intersection of said south property line of SORTA and the common property line between Merivale Station LLC Deed Book 9452 page 6371 and Patrick J. & Jeanne K. Cunningham Deed Book 10362 page 477 recorded in the Hamilton County, Ohio Recorder's office; thence with said common property line South 32°21'09" East a distance of 122.49 feet to the intersection of said common property line and north right of way line of Riverside Drive (Eastern Avenue); thence with the said right of way line South 60°53'10" West a distance of 91.79 feet to the intersection of the north right of way line of Riverside Drive (Eastern Avenue) and the common property line of The I T Verdin Company Deed Book 3809 page 538 and Gerald S. and Betty R. Burns Deed Book 6159 page 45 and the point of Beginning for this description.

Thence continuing with said north right of way line South 60°53'10" West a distance of 72.10 feet to the intersection of the north right of way line of Riverside Drive (Eastern Avenue) and the east right of way of Merivale Street and the west property line Deed Book 3809 page 538: thence with the said east right of way line and Deed Book 3809 page 538 North 07°12'08" East a distance of 108.04 feet to common property line of The I T Verdin Company Deed Book 3809 page 538 and Merivale Station LLC Deed Book 11232 page 519; thence with said common property line North 71°00'51" East a distance of 3.27 feet to the common property corner of The I T Verdin Company Deed

Book 3809 page 538 and Gerald S. and Betty R. Burns Deed Book 6159 page 45 Deed; thence with said common property line South 32°21'09" East a distance of 86.62 feet to the Point of Beginning.

Containing 3,276.477700 square feet or 0.075 acre of land, more or less. This description was taken from a survey by Greater Cincinnati Water Works on February 20, 2017

STATE OF OHIO
WILLIAM C. RUBERRY
S-7160
REGISTERED PROFESSIONAL SURVEYOR

Interdepartmental Correspondence Sheet

June 3, 2021

To: Mayor and Members of City Council 202102101

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – Modifying 506-4 e-Scooter Regulations**

Transmitted herewith is an emergency ordinance captioned as follows:

> **MODIFYING** the provisions of Title V, "Traffic Code," of the Cincinnati Municipal Code by AMENDING Section 501-1-E3, "e-Scooter," of Chapter 501, "Definitions," Section 506-4, "Operation of Bicycle, Motorized Bicycles, e-Scooters, and Motorcycles," of Chapter 506, "Operation and Right of Way," and Section 505-13, "Protective Equipment," of Chapter 505, "Loads and Passengers," and by ORDAINING new Section 501-1-L2, "Low Speed Micromobility Device," of Chapter 501, "Definitions," for the purpose of modifying regulations governing the operation of e-scooters on City sidewalks, rights-of-way, and streets.

The reason for the emergency is to update the Cincinnati Municipal Code to ensure the safe operation of low speed micromobility devices and e-scooters that are presently operating within the City.

city of
CINCINNATI
Interdepartmental Correspondence Sheet

Date: May 26, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – Modifying 506-4 e-Scooter Regulations**

Transmitted herewith is an emergency ordinance captioned as follows:

> **MODIFYING** the provisions of Title V, "Traffic Code," of the Cincinnati Municipal Code by AMENDING Section 501-1-E3, "e-Scooter," of Chapter 501, "Definitions," Section 506-4, "Operation of Bicycle, Motorized Bicycles, e-Scooters, and Motorcycles," of Chapter 506, "Operation and Right of Way," and Section 505-13, "Protective Equipment," of Chapter 505, "Loads and Passengers," and by ORDAINING new Section 501-1-L2, "Low Speed Micromobility Device," of Chapter 501, "Definitions," for the purpose of modifying regulations governing the operation of e-scooters on City sidewalks, rights-of-way, and streets.

AWG/JRS/(lnk)
Attachment
338471

{00340050-1}

EMERGENCY

City of Cincinnati

JRS

BWG

An Ordinance No. _____ - 2021

MODIFYING the provisions of Title V, "Traffic Code," of the Cincinnati Municipal Code by AMENDING Section 501-1-E3, "e-Scooter," of Chapter 501, "Definitions," Section 506-4, "Operation of Bicycle, Motorized Bicycles, e-Scooters, and Motorcycles," of Chapter 506, "Operation and Right of Way," and Section 505-13, "Protective Equipment," of Chapter 505, "Loads and Passengers," and by ORDAINING new Section 501-1-L2, "Low Speed Micromobility Device," of Chapter 501, "Definitions," for the purpose of modifying regulations governing the operation of e-scooters on City sidewalks, rights-of-way, and streets.

WHEREAS, the General Assembly of the State of Ohio passed House Bill 295, as codified in Ohio Revised Code Chapter 4511, to permit the operation of low-speed micromobility devices or e-scooters ("e-scooters") on City streets and sidewalks, subject to regulations and prohibitions established by the City; and

WHEREAS, the proliferation of e-scooters presents a safety issue for the City and the City Administration has received complaints about e-scooters being operated on the sidewalks, shared-use paths, and parks within the City; and

WHEREAS, the City Administration recommends modifying the Cincinnati Municipal Code to ensure the safe operation of e-scooters in light of the passage of HB 295; and

WHEREAS, Council desires to clarify the legal prohibition against riding or operating e-scooters on the areas where pedestrian safety is needed, and further to educate the public about the corresponding safety risks to pedestrians and to the riders themselves; and

WHEREAS, Council desires that the City Administration hold e-scooter operators accountable for failing to adhere to the rules for their safe operation, including by issuing tickets and fines; now, therefore,

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

Section 1. That Section 501-1-E3, "e-Scooter," of the Cincinnati Municipal Code is hereby amended as follows:

Sec. 501-1-E3. - e-Scooter.

"e-Scooter" shall <u>mean a low-speed micromobility device and shall additionally</u> mean a<u>ny</u> motorized scooter consisting of a footboard mounted on two wheels, with a long steering handle, propelled by electric motor or another type of motor

such that the rider of an e-scooter is able to keep both feet on the vehicle's footboard while riding. An "e-scooter" is different from a non-motorized "scooter," which term is defined in Section 501-1-S9 of this chapter.

Section 2. That existing Section 501-1-E3, "e-Scooter," of the Cincinnati Municipal Code is hereby repealed.

Section 3. That new Section 501-1-L2, "Low Speed Micromobility Device," of the Cincinnati Municipal Code is hereby ordained to read as follows

Sec. 501-1-L2. – Low Speed Micromobility Device

"Low-speed micromobility device" shall have the same meaning as that term has in Ohio Revised Code Section 4511.01(WWW).

Section 4. That Section 506-4, "Operation of Bicycles, Motorized Bicycles, e-Scooters, and Motorcycles," of the Cincinnati Municipal Code is hereby amended as follows:

Sec. 506-4. - Operation of Bicycles, Motorized Bicycles, e-Scooters, and Motorcycles.

(a) Every person operating a bicycle, motorized bicycle, or e-scooter shall obey the rules of operation and right-of-way for all vehicles as provided by this chapter and elsewhere in Title V of the Cincinnati Municipal Code except when clearly exempted from any section thereof.

(b) Every person operating a bicycle, motorized bicycle, or e-scooter upon a roadway shall ride as near to the right side of the roadway as practicable, obeying all traffic rules applicable to vehicles and exercising due care when passing a standing vehicle or one proceeding in the same direction.

(c) Persons operating bicycles, motorized bicycles, or e-scooters shall ride in the same direction as all other vehicular traffic.

(d) Persons operating bicycles, motorized bicycles, e-scooters, or motorcycles upon a roadway shall ride not more than two abreast in a single lane.

(e) No person shall operate a bicycle, motorized bicycle, or e-scooter on a city sidewalk, except for bicycles in certain areas ridden by minors 15 years of age or younger as authorized under Section 506-5 of this chapter.

<u>(f) No operator of an e-scooter device shall do any of the following:</u>

<u>(1) Fail to yield the right-of-way to pedestrians at all times;</u>

(2) Fail to give an audible signal before overtaking and passing a pedestrian;

(3) Operate the device at night, unless the device or its operator is equipped with or wearing both of the following:

(a) A lamp pointing to the front that emits a white light visible from a distance of not less than five hundred feet; and

(b) A red reflector facing the rear that is visible from all distances from one hundred feet to six hundred feet when directly in front of lawful lower beams of head lamps on a motor vehicle.

(4) Park an e-scooter on a sidewalk in a manner that impedes the flow of pedestrian travel, interferes with an intended function of the sidewalk, or blocks or obstructs any doorway, crosswalk, or other access routes.

(5) Operate an e-scooter while it is occupied by more than one person. E-scooters shall only be occupied by one person while in operation.

(g) No person who is under sixteen years of age shall rent an e-scooter.

(1) No person shall knowingly rent an e-scooter to a person who is under sixteen years of age.

(2) No person shall knowingly rent an e-scooter for use by a person who is under sixteen years of age.

(h) No person shall operate an e-scooter at a speed greater than 15 miles per hour.

(i) No person who is under the age of 16 shall operate an e-scooter capable of obtaining a speed greater than 10 miles per hour.

(j) No person shall operate an e-scooter in the Streetcar Obstruction Zone, except when crossing over the Streetcar Obstruction Zone, which shall be done at a ninety-degree angle or otherwise perpendicular to the streetcar tracks.

(~~f~~k)Violation of this section shall be punishable as a traffic violation misdemeanor as defined in Section 512-1 of the Cincinnati Municipal Code.

Section 5. That the existing Section 506-4, "Operation of Bicycle, Motorized Bicycles, e-Scooters, and Motorcycles," of the Cincinnati Municipal Code is hereby repealed.

Section 6. That Section 505-13, "Protective Equipment," of the Cincinnati Municipal Code is hereby amended as follows:

Sec. 505-13. - Protective Equipment.

(a) Motorized bicycles.

(1) No person shall operate a motorized bicycle on a street or highway, or be a passenger on a motorized bicycle, unless wearing a protective helmet on the head, with the chin strap properly fastened, and using safety glasses or other protective eye device. Such helmet, safety glasses, or other protective eye device shall conform with regulations prescribed and promulgated by the Ohio director of highway safety for motorcycles under the provisions of Section 4511.53 of the Revised Code. **2**

(2) For purposes of this Section, "motorized bicycle" shall have the same meaning as defined in Section 501-1-M2.

(3) For purposes of this Section "street or highway" shall have the same meaning as defined in Section 501-1-S3.

(b) Bicycles, Scooters, Skateboards, e-Scooters, Roller Skates and In-Line Skates.

(1) No person 15 years of age and under shall operate a bicycle, e-scooter, skateboard, or scooter or ride as a passenger on such device, or wear roller skates or in-line skates, within the city of Cincinnati on any public or non-residential property, unless such person is wearing a protective helmet on his or her head, with the chin strap fastened under the chin. Such helmet shall be fitted to the size of the operator and shall meet or exceed the standards set by ANSI (American National Standards Institute), CPSC (Consumer Product Safety Commission), or SNELL (Snell Memorial Foundation). This ordinance shall not apply to any person riding a bicycle, e-scooter, skateboard or scooter as the operator or passenger or wearing roller skates or in-line skates on any property which is a single-family residence.

(2) No person who is 15 years of age and under shall violate Section 505-13B.

(3) The penalty for a violation of this ordinance shall be as follows:

a. First offense: written warning;

b. Second offense: written warning and the juvenile shall view a safety video within 45 days. Failure to view the video within 45 days shall result in a minor misdemeanor citation; and

c. Third and all subsequent offenses: minor misdemeanor.

If aggravating circumstances are present, such as a traffic accident or a near accident or there are accompanying criminal or traffic charges against the minor, the officer shall issue a citation rather than a warning.

(4) For purposes of this Section "bicycle" shall have the same meaning as defined in Section 501-1-B.

(5) For purposes of this Section, "e-scooter" shall have the same meaning as defined in Section 501-1-E3.

Section 7. That the existing Section 505-13, "Protective Equipment," of the Cincinnati Municipal Code is hereby repealed.

Section 8. That the City Manager and the proper City officials are authorized to take all necessary and proper actions to carry out the provisions of this ordinance, including by updating applicable rules and regulations, to implement Sections 1 through 7 hereof.

Section 9. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to update the Cincinnati Municipal Code to ensure the safe operation of low speed micromobility devices and e-scooters that are presently operating within the City.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

Additions indicated by underline; Deletions indicated by strikethrough.